

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20030594-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman, on behalf of the BOCC to: 1) Execute an "Easement Termination Agreement" for the "Perpetual Public Utility Easement Grant" as recorded 04/08/02 in OR Book 3618, Pages 1569-74; 2) Record the replacement "Perpetual Public Utility Easement Grant" and, 3) Approve final acceptance, by Resolution, as a donation of a water main extension, one 4" diameter fire line and a gravity main extension serving **HEALTHPARK COMMONS, PHASE II**. This is a Developer contributed asset project located on the east side of Bass Road approximately 1,000' north of Summerlin Road.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to this phase of the recently constructed commercial development.

WHAT ACTION ACCOMPLISHES: Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 3

C10C

3. MEETING DATE: **06-03-2003**

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res. _____

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER: _____
 B. DEPARTMENT: Lee County-Public Works
 C. DIVISION/SECTION: Utilities Division
Rick Diaz, Utilities Director
 DATE: 5/14/03

7. BACKGROUND:

The developer's of HealthPark Commons granted an easement for the entire project, which was, recorded upon final acceptance of Phase I, however Phased II of the development was changed from multiple commercial buildings to one multi story medical office building. The supporting infrastructure was relocated as well resulting in the need for the revised easement agreement.

The Board granted permission to construct on 02/27/2001, Blue Sheet #20010071.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water main has been performed.
 Satisfactory closed circuit television inspection of the gravity main has been performed.
 Record drawings have been received.
 Engineer's Certification of Completion has been received---copy attached.
 Project Location Map---copy attached.
 The Warranty has been provided---copy attached.
 The Waiver of Lien has been provided---copy attached.
 Certification of Contributed Assets has been provided---copy attached.
 100% of the connection fees have been collected.
 Funds for recording fees are available in account number OD5360748700.504930.

SECTION 04 TOWNSHIP 46S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: 5-15-03	N/A Date:	N/A Date:	P.O. T. Osterhout Date: 5-14	<i>S. Owen</i> D. Owen Date: 5/16/03	<i>P.M.</i> 5/16/03	<i>CPM</i> 5/14/03	<i>CPM</i> 5/14/03	<i>CPM</i> 5/14/03	<i>J. Lavender</i> Date: 5-15-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 5/16/03
 Time: 11:25 am
 Forwarded To:
City Admin
5/16/03

RECEIVED BY
COUNTY ADMIN. PM
5-16-03
2:30
COUNTY ADMIN.
FORWARDED TO:
3/20 100

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of HealthPark Ventures, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension, one 4" diameter fire line), and sewer facilities (gravity main extension) serving **"HEALTHPARK COMMONS, PHASE II"**; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$30,654.82** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes : _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah (C): _____ (3)
- Commissioner Andrew Coy: _____ (4)
- Commissioner John Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of __, __, by and between HealthPark Ventures LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures shall not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and

telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.



February 5, 2003

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
LOT 13, HEALTHPARK FLORIDA EAST
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 4, Township 46 South, Range 24 East, Lee County, Florida, being a part of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, which tract or parcel is described as follows:

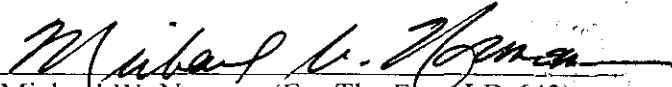
From the southeast corner of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida run S 89° 17' 24" W along the south line of said Lot 13 for 160.01 feet to an intersection with the east line of a 15 foot wide Utility Easement as shown on said plat; thence run N 01° 16' 30" W along said easement line for 10.00 feet; thence run the following courses and distances along the perimeter of the proposed Lee County Utility Easement: N 89° 17' 24" E for 76.93 feet; N 49° 40' 39" E for 7.84 feet; N 89° 17' 24" E for 26.99 feet to an intersection with a line that is 50.00 feet west of (as measured on a perpendicular) and parallel with the east line of said Lot 3; N 01° 16' 30" W along said parallel line for 72.24 feet; S 88° 43' 30" W departing said parallel line for 5.00 feet; N 01° 16' 30" W for 10.00 feet; N 88° 43' 30" E for 5.00 feet to an intersection with said hereinabove parallel line; N 01° 16' 30" W along said parallel line for 493.41 feet; N 88° 43' 30" E departing said parallel line for 20.00 feet; S 01° 16' 30" E for 125.53 feet; thence run N 44° 17' 24" E along a line that is 52.00 feet northwesterly (as measured on a perpendicular) and parallel with the southeasterly line of said Lot 13 for 23.47 feet; thence run N 45° 42' 36" W to an intersection with said hereinabove parallel line for 5.00 feet; thence run N 44° 17' 24" E for 10.00 feet; thence run S 45° 42' 36" E for 5.00 feet to an intersection with said hereinabove parallel line; thence run N 44° 17' 24" E along said parallel line for 282.19 feet; thence run N 45° 42' 36" W for 125.31 feet; thence run N 01° 16' 30" W for 24.50 feet to an intersection with the a line that is 10.00 feet south of (as measured on perpendicular) and parallel with the north line of said Lot 13; thence run S 88° 43' 30" W along said parallel line for 123.79 feet; thence run S 01° 16' 30" E departing said parallel line for 21.12 feet; thence run S 88° 42' 57" W for 23.87 feet; thence run N 01° 16' 30" W for 21.13 feet to an intersection with the hereinabove mentioned parallel line; thence run S 88° 43' 30" W along said parallel line for 83.53 feet; thence run S 35° 46' 54" W departing said parallel line for 32.87 feet; thence run S 88° 43' 30" W for 16.66 feet to an intersection with the east line of a 15 Foot

Wide Utility Easement as shown on said HealthPark Florida East Plat said easement line being 15.00 feet east of (as measured on a perpendicular) and parallel with the west line of said Lot 13; thence run N 01° 16' 30" W along said easement line for 34.14 feet to an intersection with the north curve line of said Lot 13; thence run northeasterly along the arc of said curve to the right of radius 25.00 feet (chord bearing N 76° 55' 42" E) (chord 10.22 feet) (delta 23° 35' 36") for 10.29 feet to a point of tangency; thence run N 88° 43' 30" E continuing along the north line of said Lot 13 for 262.66 feet to a jog in said north line also being the southeast corner of Tract "E" as shown on said plat; thence run N 01° 16' 30" W along east line of said Tract "E" for 44.00 feet to an intersection with the south line of Lot 12 as shown on said plat; thence run N 88° 43' 30" E along said line for 15.00 feet to an intersection with a line that is 15.00 feet east of (as measured on perpendicular) and parallel with the east line of said Tract "E"; thence run S 01° 16' 30" E along said parallel line for 70.33 feet; thence run S 45° 42' 36" E departing said parallel line for 25.09 feet; thence run N 44° 17' 24" E for 15.89 feet; thence run S 45° 42' 36" E for 10.00 feet; thence run S 44° 17' 24" W for 15.89 feet; thence run S 45° 42' 36" E for 134.05 feet to an intersection with the southeasterly line of said Lot 13; thence run S 44° 17' 24" W along said lot line for 20.00 feet; thence run N 45° 42' 36" W departing said lot line for 32.00 feet; thence run S 44° 17' 24" W along a line that is 32.00 northwesterly of (as measured on a perpendicular) and parallel with the southeasterly lot line of said Lot 13 for 321.25 feet to an intersection with a line that is 20.00 west of (as measured on a perpendicular) and parallel with the east line of said Lot 13; thence run S 01° 16' 30" E along said parallel line for 411.20 feet; thence run S 48° 44' 00" E departing said line for 17.52 feet; thence run S 01° 16' 30" E for 9.30 feet; thence run N 89° 17' 24" E for 7.09 feet to an intersection with the east line of said Lot 13; thence run S 01° 16' 30" E along said lot line for 15.00 feet to the southeast corner of said Lot 13 and the Point of Beginning.

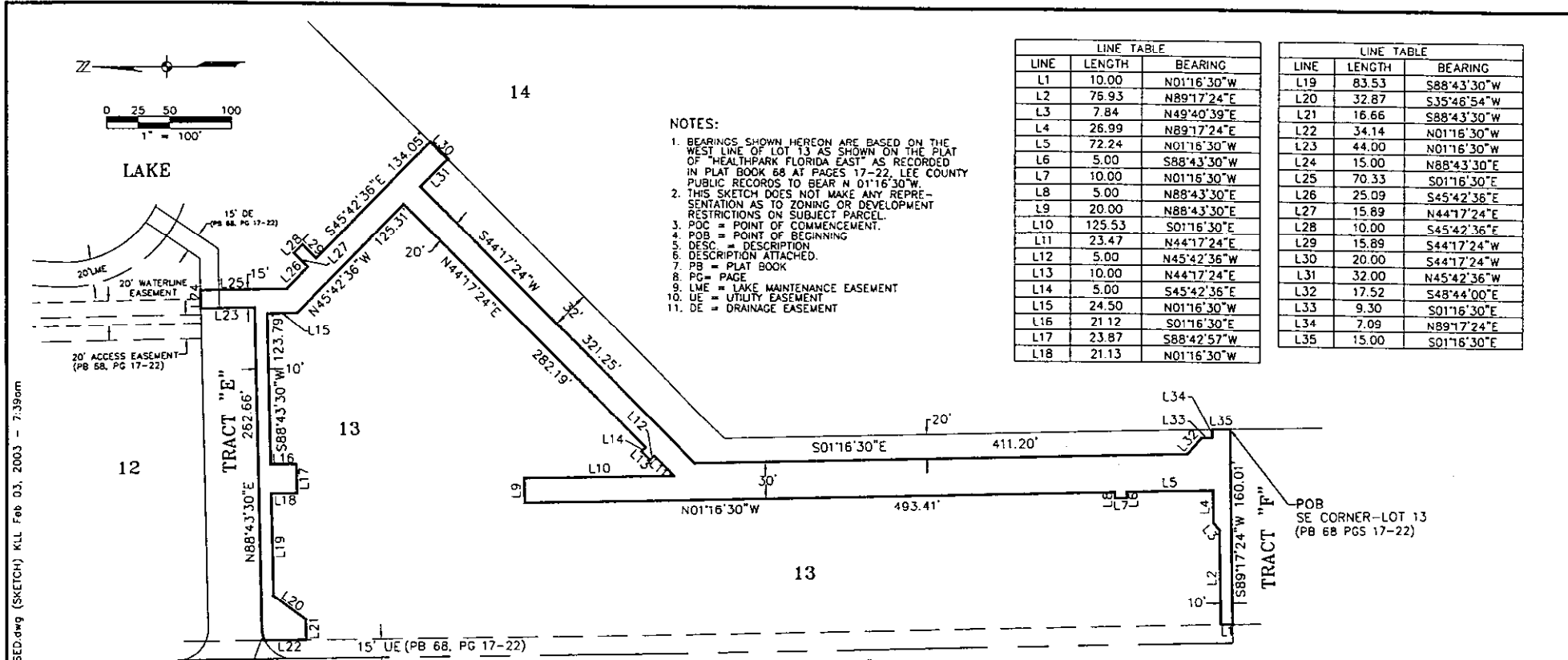
Parcel contains 0.77 acres, more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, the west line of Lot 13 as shown on said plat to bear N 01° 16' 30" W.


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

COPY



- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 13 AS SHOWN ON THE PLAT OF "HEALTHPARK FLORIDA EAST" AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY PUBLIC RECORDS TO BEAR N 01°16'30"W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. POC = POINT OF COMMENCEMENT.
 4. POB = POINT OF BEGINNING.
 5. DESC = DESCRIPTION.
 6. DESCRIPTION ATTACHED.
 7. PB = PLAT BOOK.
 8. PG = PAGE.
 9. LME = LAKE MAINTENANCE EASEMENT.
 10. UE = UTILITY EASEMENT.
 11. DE = DRAINAGE EASEMENT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N01°16'30"W
L2	76.93	N89°17'24"E
L3	7.84	N49°40'39"E
L4	26.99	N89°17'24"E
L5	72.24	N01°16'30"W
L6	5.00	S88°43'30"W
L7	10.00	N01°16'30"W
L8	5.00	N88°43'30"E
L9	20.00	N88°43'30"E
L10	125.53	S01°16'30"E
L11	23.47	N44°17'24"E
L12	5.00	N45°42'36"W
L13	10.00	N44°17'24"E
L14	5.00	S45°42'36"E
L15	24.50	N01°16'30"W
L16	21.12	S01°16'30"E
L17	23.87	S88°42'57"W
L18	21.13	N01°16'30"W

LINE TABLE		
LINE	LENGTH	BEARING
L19	83.53	S88°43'30"W
L20	32.87	S35°46'54"W
L21	16.66	S88°43'30"W
L22	34.14	N01°16'30"W
L23	44.00	N01°16'30"W
L24	15.00	N88°43'30"E
L25	70.33	S01°16'30"E
L26	25.09	S45°42'36"E
L27	15.89	N44°17'24"E
L28	10.00	S45°42'36"E
L29	15.89	S44°17'24"W
L30	20.00	S44°17'24"W
L31	32.00	N45°42'36"W
L32	17.52	S48°44'00"E
L33	9.30	S01°16'30"E
L34	7.09	N89°17'24"E
L35	15.00	S01°16'30"E

R=25.00'
 L=10.29'
 Δ=23°55'36"
 C=10.22'
 CB=N76°55'42"E

POB
 SE CORNER—LOT 13
 (PB 68 PGS 17-22)

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LG-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4508
 DATE SIGNED: FEB 05 2003
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\002154\pueosshREVISED.dwg (SKETCH) KLL Feb 03, 2003 - 7:39am

HEALTHPARK FLORIDA EAST
 (PLAT BOOK 68, PAGES 17-22. LEE COUNTY RECORDS)
 SECTION 4, TWP. 46 S, RGE. 24 E
 LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/31/03	20002154	4-45-24	1" = 100'	1 OF 1

Exhibit A to Util. Easement Grant

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

EASEMENT TERMINATION AGREEMENT

This Agreement made and entered into as of _____, 2003 by and between HealthPark Ventures, LLC, a Florida limited liability company, whose mailing address is 26811 South Bay Drive, #350, Bonita Springs, FL 34134, hereinafter called "HealthPark" and LEE COUNTY, FLORIDA, whose mailing address is c/o Lee County Utilities, P.O. Box 398, Ft. Myers, FL 33902, hereinafter called "Lee County".

WITNESSETH:

WHEREAS, by that certain Perpetual Public Utility Easement Grant Between Health Park Ventures, LLC, as Grantors, and Lee County, as Grantee, dated March 26, 2002, recorded in Official Records Book 3618 at page 1569-1574, public records of Lee County, Florida, Grantor granted to Lee County an exclusive and perpetual permanent easement situated in Lee County, Florida; and

WHEREAS, HealthPark is now the owner of the lands described in Exhibit A attached hereto and made a part hereof, which lands were that parcel of land over which the above said Perpetual Public Utility Easement was given; and

WHEREAS, Lee County has vacated the easement area and HealthPark and Lee County desire to cancel and terminate the Perpetual Public Utility Easement described above;

NOW, THEREFORE, in consideration of ten dollars paid one to the other, the receipt of which is hereby acknowledged, and other good and valuable consideration, Health Park and Lee County here by agree as follows:

The Perpetual Public Utility Easement dated March 26, 2002 and recorded in Official Record Book 3618 at page 1569-1574, Public Records of Lee County, Florida is hereby terminated and all rights, privileges, and benefits thereunder are hereby declared null and void.

IN WITNESS WHEREOF, the parties hereto have caused the within to be duly executed by its proper officers and seal of the corporation hereto affixed by proper officers and the seal of the corporation hereto affixed by proper authority of its Board of Directors or Commissioners this _____ day of February, 2003.

Signed, sealed and delivered
In the presence of:

HEALTHPARK VENTURES, LLC,
a Florida limited liability company

Karen B. Ankney

Karen B. Ankney
Printed name of witness

By: [Signature]
Stephen V. Robison,
Managing Member

Address: 26811 South Bay Drive, #350
Bonita Springs, FL 34134

Danna DeVerre

DANNA DeVERRE
Printed name of witness

LEE COUNTY, FLORIDA

Printed name of witness

By: _____

Printed name of witness

Address: P.O. Box 398
1700 Monroe Street
Ft. Myers, FL 33902

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by STEPHEN V. ROBISON, as Managing Member of Health Park Ventures, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.

NOTARY: Karen B. Ankney

SEAL



Printed Name of Notary
Commission No. and Expiration Date

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of February, 2003, by _____, on behalf of said County, who is personally known to me or has produced _____ as identification.

NOTARY: _____

SEAL

Printed Name of Notary
Commission No. and Expiration Date

February 5, 2003

DESCRIPTION**LEE COUNTY UTILITY EASEMENT
LOT 13, HEALTHPARK FLORIDA EAST
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 4, Township 46 South, Range 24 East, Lee County, Florida, being a part of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, which tract or parcel is described as follows:


From the southeast corner of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida run S 89° 17' 24" W along the south line of said Lot 13 for 160.01 feet to an intersection with the east line of a 15 foot wide Utility Easement as shown on said plat; thence run N 01° 16' 30" W along said easement line for 10.00 feet; thence run the following courses and distances along the perimeter of the proposed Lee County Utility Easement: N 89° 17' 24" E for 76.93 feet; N 49° 40' 39" E for 7.84 feet; N 89° 17' 24" E for 26.99 feet to an intersection with a line that is 50.00 feet west of (as measured on a perpendicular) and parallel with the east line of said Lot 3; N 01° 16' 30" W along said parallel line for 72.24 feet; S 88° 43' 30" W departing said parallel line for 5.00 feet; N 01° 16' 30" W for 10.00 feet; N 88° 43' 30" E for 5.00 feet to an intersection with said hereinabove parallel line; N 01° 16' 30" W along said parallel line for 493.41 feet; N 88° 43' 30" E departing said parallel line for 20.00 feet; S 01° 16' 30" E for 125.53 feet; thence run N 44° 17' 24" E along a line that is 52.00 feet northwesterly (as measured on a perpendicular) and parallel with the southeasterly line of said Lot 13 for 23.47 feet; thence run N 45° 42' 36" W to an intersection with said hereinabove parallel line for 5.00 feet; thence run N 44° 17' 24" E for 10.00 feet; thence run S 45° 42' 36" E for 5.00 feet to an intersection with said hereinabove parallel line; thence run N 44° 17' 24" E along said parallel line for 282.19 feet; thence run N 45° 42' 36" W for 125.31 feet; thence run N 01° 16' 30" W for 24.50 feet to an intersection with the a line that is 10.00 feet south of (as measured on perpendicular) and parallel with the north line of said Lot 13; thence run S 88° 43' 30" W along said parallel line for 123.79 feet; thence run S 01° 16' 30" E departing said parallel line for 21.12 feet; thence run S 88° 42' 57" W for 23.87 feet; thence run N 01° 16' 30" W for 21.13 feet to an intersection with the hereinabove mentioned parallel line; thence run S 88° 43' 30" W along said parallel line for 83.53 feet; thence run S 35° 46' 54" W departing said parallel line for 32.87 feet; thence run S 88° 43' 30" W for 16.66 feet to an intersection with the east line of a 15 Foot

Wide Utility Easement as shown on said HealthPark Florida East Plat said easement line being 15.00 feet east of (as measured on a perpendicular) and parallel with the west line of said Lot 13; thence run N 01° 16' 30" W along said easement line for 34.14 feet to an intersection with the north curve line of said Lot 13; thence run northeasterly along the arc of said curve to the right of radius 25.00 feet (chord bearing N 76° 55' 42" E) (chord 10.22 feet) (delta 23° 35' 36") for 10.29 feet to a point of tangency; thence run N 88° 43' 30" E continuing along the north line of said Lot 13 for 262.66 feet to a jog in said north line also being the southeast corner of Tract "E" as shown on said plat; thence run N 01° 16' 30" W along east line of said Tract "E" for 44.00 feet to an intersection with the south line of Lot 12 as shown on said plat; thence run N 88° 43' 30" E along said line for 15.00 feet to an intersection with a line that is 15.00 feet east of (as measured on perpendicular) and parallel with the east line of said Tract "E"; thence run S 01° 16' 30" E along said parallel line for 70.33 feet; thence run S 45° 42' 36" E departing said parallel line for 25.09 feet; thence run N 44° 17' 24" E for 15.89 feet; thence run S 45° 42' 36" E for 10.00 feet; thence run S 44° 17' 24" W for 15.89 feet; thence run S 45° 42' 36" E for 134.05 feet to an intersection with the southeasterly line of said Lot 13; thence run S 44° 17' 24" W along said lot line for 20.00 feet; thence run N 45° 42' 36" W departing said lot line for 32.00 feet; thence run S 44° 17' 24" W along a line that is 32.00 northwesterly of (as measured on a perpendicular) and parallel with the southeasterly lot line of said Lot 13 for 321.25 feet to an intersection with a line that is 20.00 west of (as measured on a perpendicular) and parallel with the east line of said Lot 13; thence run S 01° 16' 30" E along said parallel line for 411.20 feet; thence run S 48° 44' 00" E departing said line for 17.52 feet; thence run S 01° 16' 30" E for 9.30 feet; thence run N 89° 17' 24" E for 7.09 feet to an intersection with the east line of said Lot 13; thence run S 01° 16' 30" E along said lot line for 15.00 feet to the southeast corner of said Lot 13 and the Point of Beginning.

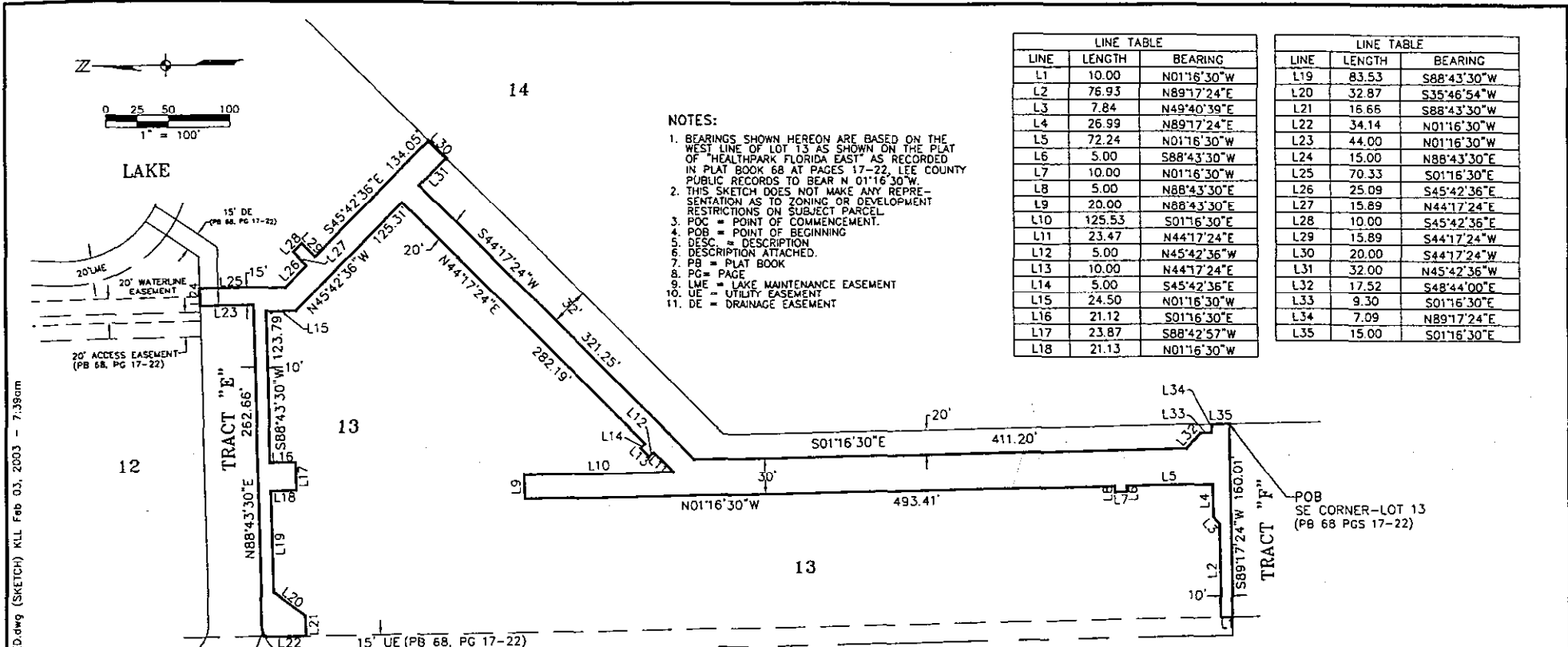
Parcel contains 0.77 acres, more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, the west line of Lot 13 as shown on said plat to bear N 01° 16' 30" W.


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

COPY



- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 13 AS SHOWN ON THE PLAT OF "HEALTHPARK FLORIDA EAST" AS RECORDED IN PLAT BOOK 68 AT PAGES 17-22, LEE COUNTY PUBLIC RECORDS TO BEAR N 01°16'30"W
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL
 3. POC = POINT OF COMMENCEMENT.
 4. POB = POINT OF BEGINNING
 5. DESC. = DESCRIPTION
 6. DESCRIPTION ATTACHED.
 7. PB = PLAT BOOK
 8. PG = PAGE
 9. LINE = LAKE MAINTENANCE EASEMENT
 10. UE = UTILITY EASEMENT
 11. DE = DRAINAGE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N01°16'30"W
L2	76.93	N89°17'24"E
L3	7.84	N49°40'39"E
L4	26.99	N89°17'24"E
L5	72.24	N01°16'30"W
L6	5.00	S88°43'30"W
L7	10.00	N01°16'30"W
L8	5.00	N88°43'30"E
L9	20.00	N88°43'30"E
L10	125.53	S01°16'30"E
L11	23.47	N44°17'24"E
L12	5.00	N45°42'36"W
L13	10.00	N44°17'24"E
L14	5.00	S45°42'36"E
L15	24.50	N01°16'30"W
L16	21.12	S01°16'30"E
L17	23.87	S88°42'57"W
L18	21.13	N01°16'30"W

LINE TABLE		
LINE	LENGTH	BEARING
L19	83.53	S88°43'30"W
L20	32.87	S35°46'54"W
L21	16.66	S88°43'30"W
L22	34.14	N01°16'30"W
L23	44.00	N01°16'30"W
L24	15.00	N88°43'30"E
L25	70.33	S01°16'30"E
L26	25.09	S45°42'36"E
L27	15.89	N44°17'24"E
L28	10.00	S45°42'36"E
L29	15.89	S44°17'24"W
L30	20.00	S44°17'24"W
L31	32.00	N45°42'36"W
L32	17.52	S48°44'00"E
L33	9.30	S01°16'30"E
L34	7.09	N88°17'24"E
L35	15.00	S01°16'30"E

R=25.00'
L=10.29'
A=23°35'36"
C=10.27'
CB=N75°55'42"E

THIS IS NOT A SURVEY

Michael W. Norman

MICHAEL W. NORMAN (FOR THE FIRM L8-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4509

DATE SIGNED: FEB 05 2003

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\002154\puroasast\REVISED.dwg (SKETCH) KLL Feb 03, 2003 - 7:39am

Exhibit A to Easement Term. Agmt.

HEALTHPARK FLORIDA EAST
(PLAT BOOK 68, PAGES 17-22, LEE COUNTY RECORDS)
SECTION 4, TWP. 46 S, RGE. 24 E
LEE COUNTY, FLORIDA



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/31/03	20002154	4-46-24	1" = 100'	1 OF 1

assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall indemnify and hold the GRANTEE harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of roads. The easement is strictly for utility purposes.

10. This easement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be
CITY ATTY APPROVED 2000 PUE

signed on the date and year first above written.

[Signature]
1st Witness

[Signature]
GRANFOR

[Signature]
2nd Witness

Title: [Signature]

STATE OF Florida)
COUNTY OF Collier) SS:

APPROVED AS TO FORM
[Signature]
OFFICE OF COUNTY ATTORNEY

The foregoing instrument was signed and acknowledged before me this 11 day of December, 2001, by Stephen U. Robinson
(Print or Type Name)

who has produced _____
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

[Signature]
Notary Public Signature

Jennifer Fewless
Printed Name of Notary Public

CC 249470
Notary Commission Number



December 6, 2001

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
LOT 13, HEALTHPARK FLORIDA EAST
SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 4, Township 44 South, Range 24 East, Lee County, Florida, being a part of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, which tract or parcel is described as follows:


From the southeast corner of Lot 13 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida run S 89° 17' 24" W along the south line of said Lot 13 for 160.01 feet to an intersection with the east line of a 15 foot wide Utility Easement as shown on said plat; thence run N 01° 16' 30" W along said easement line for 10.00 feet; thence run the following courses and distances along the proposed Lee County Utility Easement N 89° 17' 24" E for 76.93 feet; N 49° 40' 39" E for 7.84 feet; N 89° 17' 24" E for 26.99 feet; N 01° 16' 30" W for 72.24 feet; S 88° 43' 30" W for 5.00 feet; N 01° 16' 30" W for 10.00 feet; N 88° 43' 30" E for 5.00 feet; N 01° 16' 30" W for 379.00 feet; S 88° 43' 30" W for 5.00 feet; N 01° 16' 30" W for 10.00 feet; N 88° 43' 30" E for 5.00 feet; N 01° 16' 30" W for 259.11 feet; N 88° 43' 30" E for 10.00 feet; N 01° 16' 30" W for 54.74 feet to an intersection with a line that is 10 feet south of as measured on a perpendicular and parallel with the north line of said Lot 13; thence run N 88° 43' 30" E along said parallel line for 20.00 feet; thence run S 01° 16' 30" E continuing along the perimeter of said proposed Lee County Utility Easement for 327.96 feet; N 44° 17' 24" E for 303.61 feet; N 45° 42' 36" W for 93.78 feet; S 44° 17' 24" W for 8.20 feet; N 45° 08' 55" W for 10.00 feet; N 44° 17' 24" E for 8.10 feet; N 45° 42' 36" W for 57.84 feet to an intersection with the line that is 10 feet south of as measured on a perpendicular and parallel with the north line of said Lot 13; thence run S 88° 43' 30" W along said parallel line for 207.17 feet; S 35° 46' 54" W for 32.87 feet; S 88° 43' 30" W for 16.67 feet to an intersection with the east line of a 15 foot Utility Easement as shown on said HealthPark Florida East Plat; thence run N 01° 16' 30" W along said line for 34.14 feet to an intersection with the non-tangent curve being the northerly curve line of said Lot 13; thence run northeasterly along the arc of said curve to the right of radius 25.00 feet (chord bearing N 76° 55' 42" E) (chord 10.22 feet) (delta 23° 35' 36") for 10.29 feet to a point of tangency; thence run N 88° 43' 30" E continuing along said proposed Utility Easement and north line of said Lot 13 for 262.66 feet to a

jog in the north line of said Lot 13; thence run N 01° 16' 30" W for 44.00 feet to a jog in the north line of said Lot 13; thence continue along the north line of said Lot 13 also being the south line of Lot 12 as shown on said plat; N 88° 43' 30" E for 15.00 feet; thence run S 01° 16' 30" E departing said lot line and continuing along the perimeter of said proposed Lee County Utility Easement for 56.04 feet; thence run S 45° 42' 36" E for 159.34 feet; thence run S 44° 17' 24" W for 10.00 feet; thence run S 45° 42' 36" E for 20.00 feet; thence run S 44° 17' 24" W for 20.00 feet to an intersection with the southeasterly lot line of said Lot 13; thence run S 44° 17' 24" W for along said southeasterly lot line for 20.00 feet; thence run N 45° 42' 36" W departing said lot line for 30.00 feet; thence run S 44° 17' 24" W for 323.22 feet; thence run S 01° 16' 30" E for 408.39 feet; thence run S 48° 44' 00" E for 17.52 feet; thence run S 01° 16' 30" E 9.30 feet; thence run N 89° 17' 24" E for 7.09 feet to an intersection with the east line of said Lot 13; thence S 01° 16' 30" E along said easterly lot line for 15.00 feet to the Point of Beginning.

Parcel contains 0.95 acres, more or less.

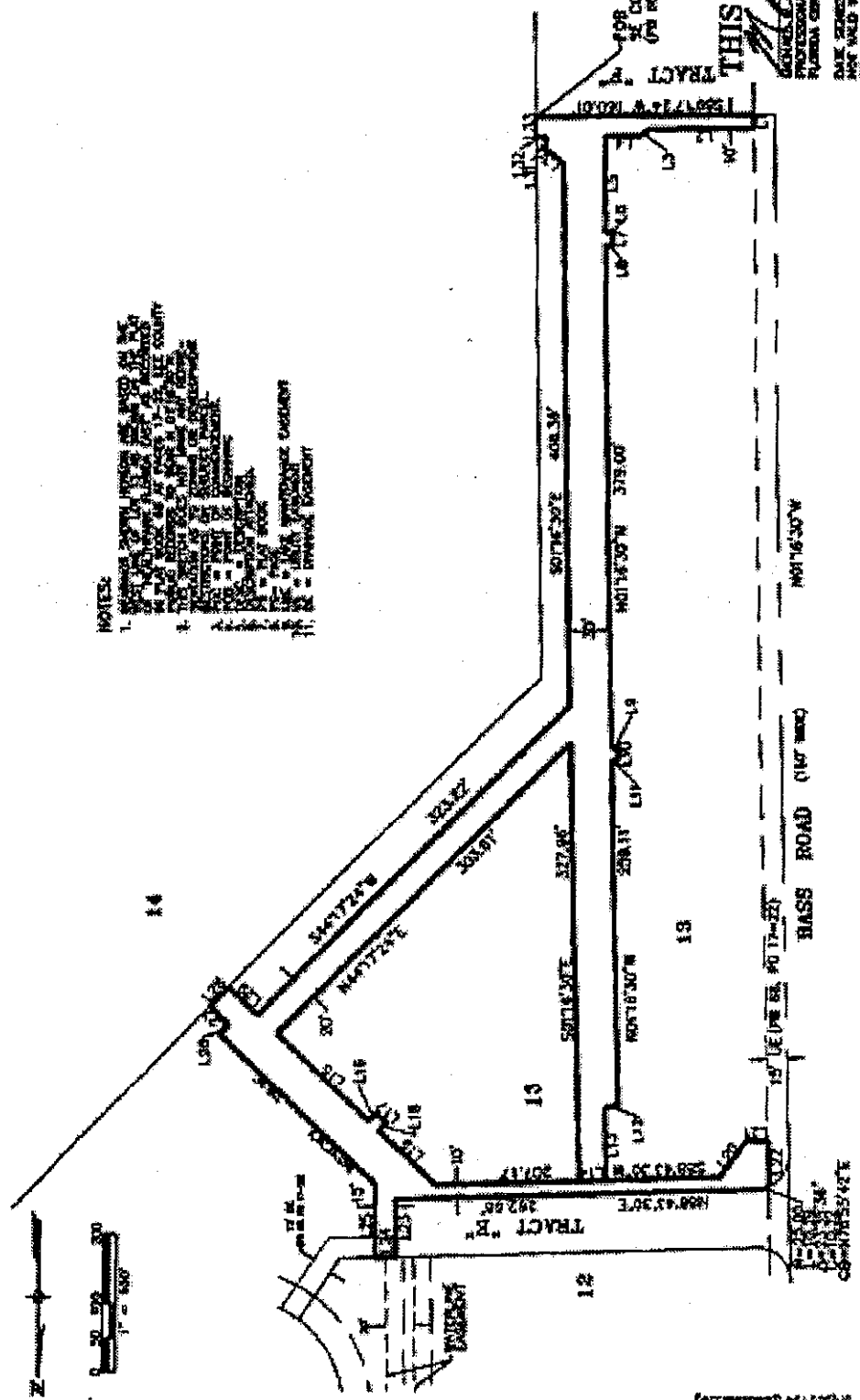
Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, the west line of Lot 13 as shown on said plat to bear N 01° 16' 30" W.


 Michael W. Norman (For The Firm LBS-642)
 Professional Surveyor and Mapper
 Florida Certificate No. 4500

LINE	BEARING	DISTANCE
L1	N 89°15'30" W	78.00
L2	N 89°15'30" E	78.00
L3	N 89°15'30" W	78.00
L4	N 89°15'30" E	78.00
L5	N 89°15'30" W	78.00
L6	N 89°15'30" E	78.00
L7	N 89°15'30" W	78.00
L8	N 89°15'30" E	78.00
L9	N 89°15'30" W	78.00
L10	N 89°15'30" E	78.00
L11	N 89°15'30" W	78.00
L12	N 89°15'30" E	78.00
L13	N 89°15'30" W	78.00
L14	N 89°15'30" E	78.00
L15	N 89°15'30" W	78.00
L16	N 89°15'30" E	78.00
L17	N 89°15'30" W	78.00
L18	N 89°15'30" E	78.00
L19	N 89°15'30" W	78.00
L20	N 89°15'30" E	78.00
L21	N 89°15'30" W	78.00
L22	N 89°15'30" E	78.00
L23	N 89°15'30" W	78.00
L24	N 89°15'30" E	78.00
L25	N 89°15'30" W	78.00
L26	N 89°15'30" E	78.00
L27	N 89°15'30" W	78.00
L28	N 89°15'30" E	78.00
L29	N 89°15'30" W	78.00
L30	N 89°15'30" E	78.00
L31	N 89°15'30" W	78.00
L32	N 89°15'30" E	78.00
L33	N 89°15'30" W	78.00
L34	N 89°15'30" E	78.00
L35	N 89°15'30" W	78.00
L36	N 89°15'30" E	78.00
L37	N 89°15'30" W	78.00
L38	N 89°15'30" E	78.00
L39	N 89°15'30" W	78.00
L40	N 89°15'30" E	78.00
L41	N 89°15'30" W	78.00
L42	N 89°15'30" E	78.00
L43	N 89°15'30" W	78.00
L44	N 89°15'30" E	78.00
L45	N 89°15'30" W	78.00
L46	N 89°15'30" E	78.00
L47	N 89°15'30" W	78.00
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L60	N 89°15'30" E	78.00
L61	N 89°15'30" W	78.00
L62	N 89°15'30" E	78.00
L63	N 89°15'30" W	78.00
L64	N 89°15'30" E	78.00
L65	N 89°15'30" W	78.00
L66	N 89°15'30" E	78.00
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L70	N 89°15'30" E	78.00
L71	N 89°15'30" W	78.00
L72	N 89°15'30" E	78.00
L73	N 89°15'30" W	78.00
L74	N 89°15'30" E	78.00
L75	N 89°15'30" W	78.00
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L80	N 89°15'30" E	78.00
L81	N 89°15'30" W	78.00
L82	N 89°15'30" E	78.00
L83	N 89°15'30" W	78.00
L84	N 89°15'30" E	78.00
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L86	N 89°15'30" E	78.00
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L91	N 89°15'30" W	78.00
L92	N 89°15'30" E	78.00
L93	N 89°15'30" W	78.00
L94	N 89°15'30" E	78.00
L95	N 89°15'30" W	78.00
L96	N 89°15'30" E	78.00
L97	N 89°15'30" W	78.00
L98	N 89°15'30" E	78.00
L99	N 89°15'30" W	78.00
L100	N 89°15'30" E	78.00

NOTES:
 1. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
 2. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
 3. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
 4. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
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 8. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
 9. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.
 10. THE PROPERTY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORDS OF THE LEE COUNTY ENGINEERING DEPARTMENT.



THIS IS NOT A SURVEY
 HEALTHPARK, FLORIDA BAY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 10000
 DATE FIELD WORK FOR THIS SURVEY WAS COMPLETED
 DEC 06 2001
 DATE THIS SURVEY WAS SUBMITTED FOR RECORD
 DEC 06 2001
 STATE OF FLORIDA
 COUNTY OF LEE

HEALTHPARK, FLORIDA BAY
 (PLAT BOOK 48, PAGES 17-22, LEE COUNTY RECORDS)
 SECTION 4, TWP. 46 S, RGE. 24 E
 LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

1100 W. JAMES ST.
 SUITE 100
 TAMPA, FL 33606-1804
 (813) 241-1111
 FAX (813) 241-1110
 U.S. MAIL & L.S. MAIL

SKETCH TO ACCOMPANY DESCRIPTION
 LEE COUNTY UTILITY EASEMENT

DATE 12/06/01
 SHEET NO. 01-11-14
 TOTAL SHEETS 1 OF 1

COPY

LETTER OF COMPLETION

DATE: January 31, 2003

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the water distribution and/or sewage collection System(s) located in HealthPark Commons - Phase II (located in HealthPark Florida)

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Lee County Utilities - pressure test report dated September 16, 2002

Very truly yours,

Johnson Engineering, Inc.

(Name of Corporation)



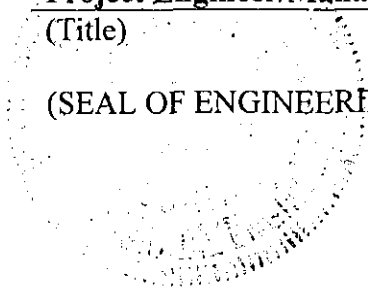
(Signature)

Steven K. Morrison, P.E.

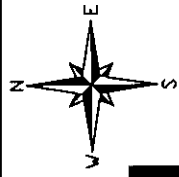
Project Engineer/Manager

(Title)

(SEAL OF ENGINEERING FIRM)

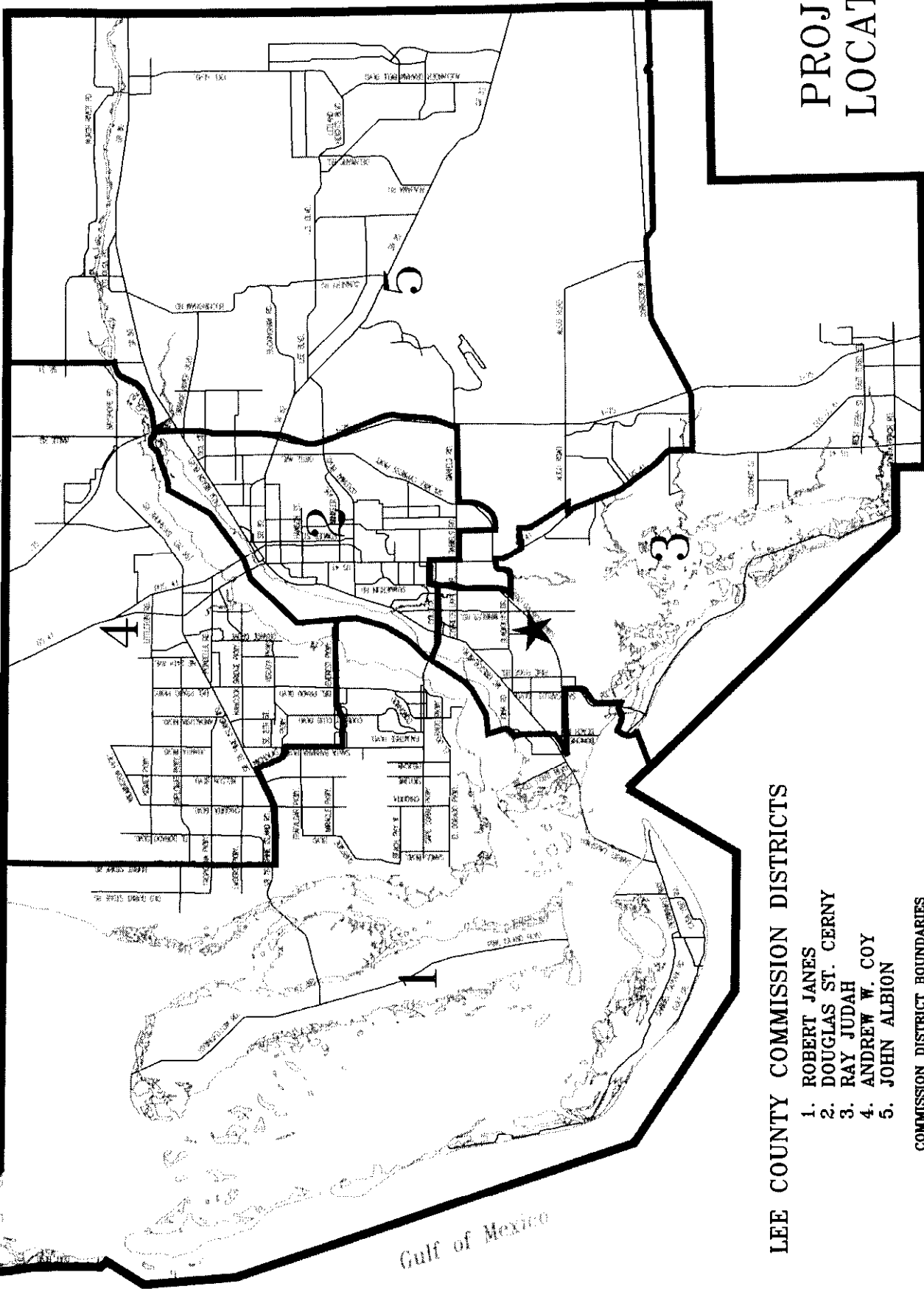


HEALTHPARK COMMONS - PH II
04-46-24-13-00000.0130 16281 BASS RD
COMMISSION DISTRICT #3 - JUDAH



COPY

PROJECT
LOCATION



LEE COUNTY COMMISSION DISTRICTS

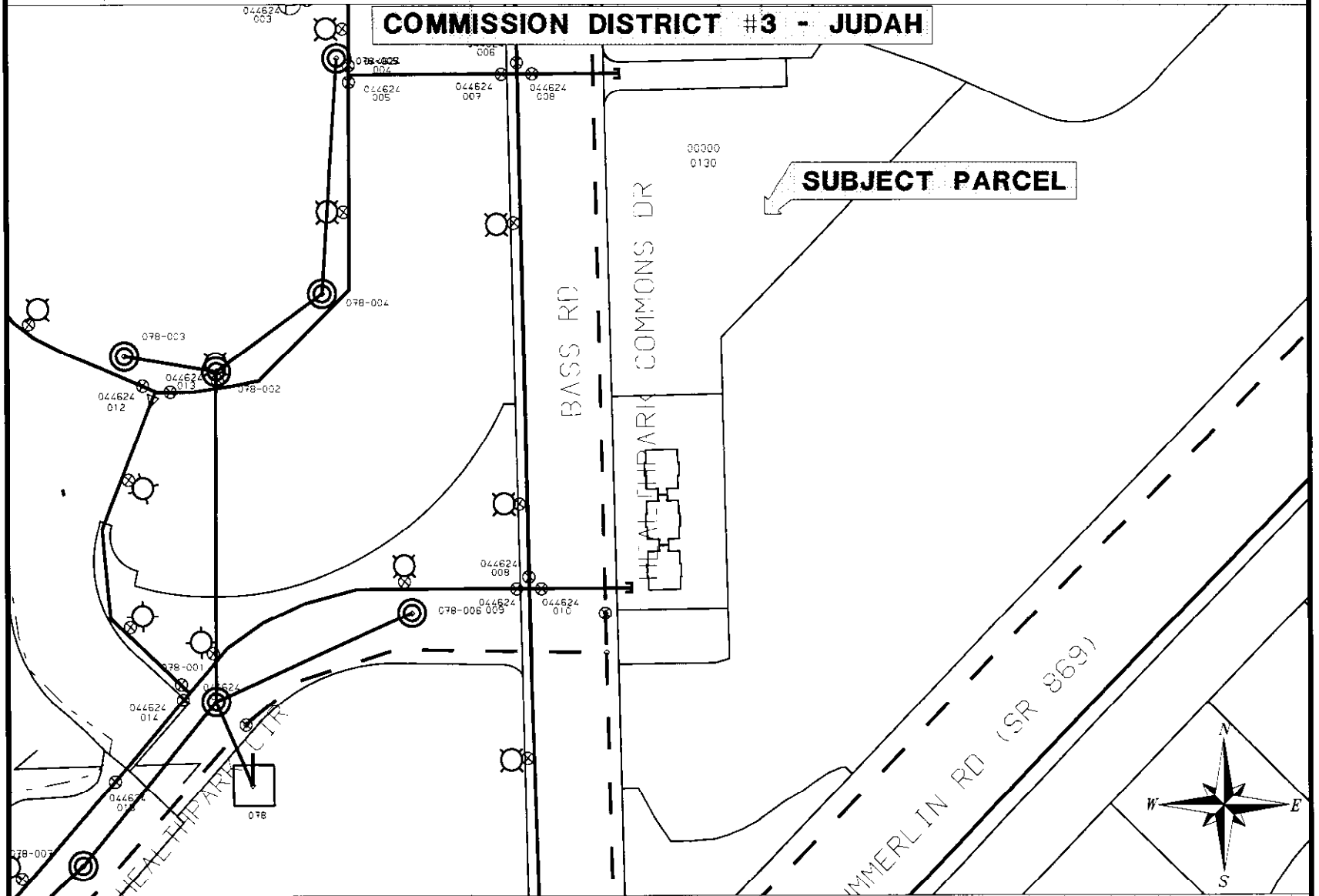
1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. ANDREW W. COY
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

HEALTHPARK COMMONS - PH II

COMMISSION DISTRICT #3 - JUDAH



04-46-24-13-00000.0130

16281 BASS ROAD

Copy

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development): HEATH PARK COMMONS PHASE II

BASS ROAD, FT. MYERS, FL. STRAP #04-46-24-13-00000.0130 LEE COUNTY

to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

FLORIDA STATE UNDERGROUND, INC.
(NAME OF OWNER OR CONTRACTOR)

BY: [Signature]
(SIGNATURE & TITLE)
THOMAS P. MCKIMM, PRES.

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 30th day of Jan, 2003 by Thomas P. McKimm who has produced is personally known
(Print or Type Name) (Type Of Identification and Number)

as identification, and who ~~(did)~~ (did not) take an oath.

[Signature]
Notary Public Signature

Cathye VanKerschaever
Printed Name of Notary Public

DD049646
Notary Commission Number

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049646

(NOTARY SEAL)



COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Ten Thousand five hundred Thirty Seven (\$ 10,537.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Healthpark Ventures, LLC
(insert the name of your customer)

on the job of Healthpark Commons, Phase II to the following
(insert the name of the owner)

described property: Healthpark Commons Phase II
(Name of Development/Project)

Potable Water Distribution System
(Facilities Constructed)

Bass Road, Fort Myers, Florida
(Project Location)

04-46-24-13-00000.0130
(STRAP(s) #)

Dated on March 5th, 2003

By: [Signature]
(Signature of Authorized Representative)

Gates McVey Builders, Inc.
(Name of Firm or Corporation)

By: Todd Gates
(Print Name of Authorized Representative)

5405 Park Central Court
(Address)

Title: President

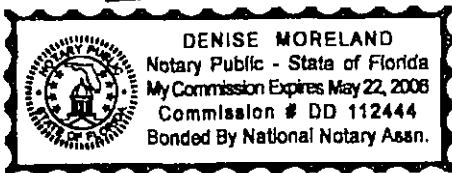
Naples, fl. 34109
(City, State & Zip)

Phone #: 239-593-3777

Fax #: 239-593-3477

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 5 day of March 2003, by Todd Gates, who produced _____ as identification or who is personally known to me, and who did/did not take an oath.



Notary Public: Denise Moreland
(Signature)

Notary Public Name: DENISE MORELAND
(Print)

My Commission Expires: 5-22-06

Notary Seal



COPY
**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Sixteen Thousand Thirty Seven and (\$ 16,037.48)
48/100 Dollars
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gates McVey Builders, Inc.
(insert the name of your customer)

on the job of Health Park Ventures, LLC to the following
(insert the name of the owner)

described property: Health Park Commons Phase II
(Name of Development/Project)
Potable Water Distribution System
(Facilities Constructed)
Bass Road, Ft. Myers, FL. Sec. 4, TwNship 46S, Range 24E
(Project Location)
#04-46-24-13-00000.0130
(STRAP(s) #)

Dated on March 7, 2003

By: [Signature]
(Signature of Authorized Representative)

Florida State Underground, Inc.
(Name of Firm or Corporation)

By: Thomas P. McKimm
(Print Name of Authorized Representative)

4540 Domestic Avenue
(Address)

Title: President

Naples, FL. 34104
(City, State & Zip)

Phone #: (239) 643-6449

Fax #: (239) 643-6891

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was signed and acknowledged before me this 7th day of March 2003, by Thomas P. McKimm, who produced _____ as identification or who is personally known to me, and who ~~did~~ did not take an oath.

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No: DD049646

Notary Public: [Signature]
(Signature)

Notary Public Name: Cathye VanKerschaever
(Print)

Notary Seal

My Commission Expires: Sept 19, 2005



COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount
of One Thousand Four Hundred Sixteen ^{80/100} (\$ 1,416.80)

hereby waives and releases its lien and right to claim a lien for labor, services, or
materials furnished to Healthpark Ventures, LLC
(insert the name of your customer)

on the job of Healthpark Commons Phase II to the following
(insert the name of the owner)

described property: Healthpark Commons Phase II
(Name of Development/Project)

Sanitary Sewer Collection System
(Facilities Constructed)

Bass Road Fort Myers, Fl.
(Project Location)

04-46-24-13-00000.0130
(STRAP(s) #)

Dated on March 5th, 2003

By: [Signature]
(Signature of Authorized Representative)

Gates McVey Builders, Inc
(Name of Firm or Corporation)

By: Todd Gates
(Print Name of Authorized Representative)

5405 Park Central Ct.
(Address)

Title: President

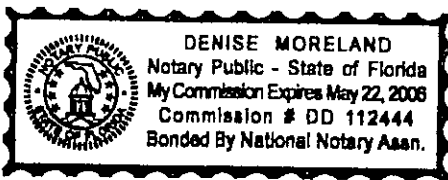
Naples, Fl. 34109
(City, State & Zip)

Phone #: 239-593-3777

Fax #: 239-593-3477

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 5 day
of March 2003, by Todd Gates, who
produced _____ as identification or who is
personally known to me, and who did/did not take an oath.



Notary Seal

Notary Public: Denise Moreland
(Signature)

Notary Public Name: DENISE MORELAND
(Print)

My Commission Expires: 5-27-06



COPY

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Two Thousand Six Hundred Sixty Six (\$ 2,663.54) and 54/100 Dollars hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gates McVey Builders, Inc.

on the job of Health Park Ventures, LLC to the following (insert the name of the owner)

described property: Health Park Commons Phase II (Name of Development/Project) Sanitary Sewer Collection System (Facilities Constructed)

Bass Road, Ft. Myers, FL. Sec. 4, Twnship 46S, Range 24E (Project Location) #04-46-24-13-00000.0130 (STRAP(s) #)

Dated on March 7, 2003

By: (Signature of Authorized Representative)

Florida State Underground, Inc. (Name of Firm or Corporation)

By: Thomas P. McKimm (Print Name of Authorized Representative)

4540 Domestic Avenue (Address)

Title: President

Naples, FL. 34104 (City, State & Zip)

Phone #: (239) 643-6449

Fax #: (239) 643-6891

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was signed and acknowledged before me this 7TH day of March 2003, by Thomas P. McKimm, who produced as identification or who is personally known to me, and who did/did not take an oath.

CATHYE VANKERSCHAEVER Notary Public - State of Florida My comm. expires Sept 19, 2005 Comm. No. DD049646

Notary Public (Signature) Cathye VanKerschaever

Notary Public Name: Cathye VanKerschaever (Print)

Notary Seal

My Commission Expires: Sept 19, 2005



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X

(Signature of Certifying Agent)

Todd Gates / President

(Name & Title of Certifying Agent)

Gates McVey Builders, Inc.

(Name of Firm or Corporation)

5405 Park Central Ct.

(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

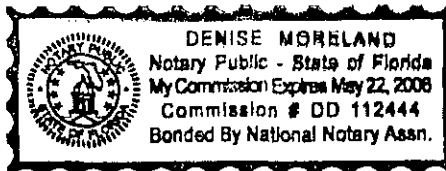
The foregoing instrument was signed and acknowledged before me this 16 th day of APR, 2003 by Todd Gates who is personally known to me - _____, and who did not take an oath.

Denise Moreland

Notary Public Signature

Denise Moreland

Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X

(Signature of Certifying Agent)

Thomas P. McKimm, President
(Name & Title of Certifying Agent)

Florida State Underground, Inc.
(Name of Firm or Corporation)

4540 Domestic Avenue
(Address of Firm or Corporation)

Naples, FL 34104 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 16 th day of APR, 2003 by Thomas P. McKimm who is personally known to me - _____, and who did not take an oath.

Cathy VanKerschaever
Notary Public Signature

Cathye VanKerschaever
Printed Name of Notary Public

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049846

Notary Commission Number

(NOTARY SEAL)



COPY

11.5

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: HEALTHPARK COMMONS, PH II

STRAP NUMBER: 04-46-24-13-00000.0130

LOCATION: 16281 BASS ROAD

OWNER'S NAME: HEALTHPARK VENTURES, LLC

OWNER'S ADDRESS: 26811 SOUTH BAY DR., SUITE 350

OWNER'S ADDRESS: BONITA SPRINGS, FL 34134-

TYPE UTILITY SYSTEM: SEWER
(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
PVC SDR-26 GRAVITY MAIN	8"	140	LF	\$1,416.80	\$1,416.80
<u>TOTAL</u>					\$1,416.80

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.
(If more space is required, use additional page(s). Number each page and include the name of the project).



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X

(Signature of Certifying Agent)

Todd Gates, President

(Name & Title of Certifying Agent)

Gates McVey Builders, Inc.

(Name of Firm or Corporation)

5405 Park Central Ct.

(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 16 th day of APR, 2003 by Todd Gates who is personally known to me - _____, and who did not take an oath.

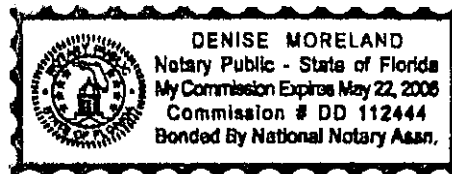
Denise Moreland

Notary Public Signature

Denise Moreland

Printed Name of Notary Public

Notary Commission Number



(NOTARY SEAL)



11.5

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

[Handwritten signature]
X
[Handwritten initials]

(Signature of Certifying Agent)

Thomas P. McKimm, President
(Name & Title of Certifying Agent)

Florida State Underground, Inc.
(Name of Firm or Corporation)

4540 Domestic Avenue
(Address of Firm or Corporation)

Naples, FL 34104 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 16 th day of APR, 2003 by Thomas P. McKimm / who is personally known to me - _____, and who did not take an oath.

[Handwritten signature]

Notary Public Signature

Cathye VanKerschaever
Printed Name of Notary Public

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049646

Notary Commission Number

(NOTARY SEAL)



Handwritten scribble

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING

(Department)

SUE GULLEDGE

BS 20030594-UTL

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for HEALTHPARK COMMONS, PHASE II (HEALTHPARK VENTURES LLC) project.
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D _____

ENTERED _____

CUST. # _____

INV. # _____

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

COPY

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE DR-219 R. 07/98

FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)



Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below. 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) 0446241800000130

2. Mark (x) all that apply Multi-parcel transaction? Transaction is a split or cutout from another parcel? Property was improved with building(s) at time of sale/transfer?

3. Grantor (Seller): HEALTHPARK VENTURES LLC Last First MI Corporate Name (if applicable) 26811 SOUTH BAY DRIVE #350, BONITA SPRINGS FL 34134

4. Grantee (Buyer): LEE COUNTY BOARD OF COUNTY COMMISSIONERS Last First MI Corporate Name (if applicable) P. O. BOX 398, FT. MYERS FL 33902 (239) 479-8181

5. Date of Sale/Transfer Sale/Transfer Price Month Day Year (Round to the nearest dollar.) Property Located In County Code

6. Type of Document Contract/Agreement for Deed Warranty Deed Quit Claim Deed EASEMENT TERM. AGMT. 7. Are any mortgages on the property? outstanding mortgage balance:

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing: Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to nearest dollar.)

12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent RICK DIAZ, UTTL DIRECTOR Date 5/14/03

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office) O. R. Book and Page Number and File Number Date Recorded Clerks Date Stamp

