

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20031454 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution and recording of one (1) Utility Easement, as a donation of water distribution system, one (1) 8" diameter fire line and a gravity collection system serving *Grand Bay Plaza*. This is a developer contributed asset project located on the west side of South Tamiami Trail approximately 1000' south of Shadow Creek Boulevard in San Carlos Park.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to the recently constructed shopping center.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 5

CIOB

3. MEETING DATE:

01-06-2004

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
- BY: Rick Diaz, P.E., Utilities Director

DATE: *12/5/03*

7. BACKGROUND:

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous blue-sheet number.

The installation has been inspected for compliance to Gulf Environmental Services' standards.

Satisfactory pressure and bacteriological testing of the water system has been completed.

Satisfactory closed circuit television inspection of the gravity collection system has been performed.

Record Drawings have been received.

Engineer's Certification of Completion has been provided---copy attached.

Project location map---copy attached.

Warranty has been provided---copy attached.

Waiver of Lien has been provided---copy attached.

Certification of Contributory Assets has been provided---copy attached.

100% of the connection/capacity fees were paid to Gulf Environmental Service prior to the Lee County acquisition.

Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 17 & 20 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

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: <i>12-9-03</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>12-4</i>	<i>S.K.</i> Date: <i>12/10/03</i>	<i>8 PM</i> <i>12/10/03</i>	<i>1/5</i> <i>12/10/03</i>	<i>12/10/03</i>	<i>12/10/03</i>	<i>J. Lavender</i> Date: <i>12-9-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12-9-03*
Time: *4:25*
Forwarded To:
Clk Admin
12-10-03 9:10

RECEIVED BY
COUNTY ADMIN
Date: *12-9-03*
12/10/03 PM
9:43 am SET
COUNTY ADMIN
FORWARDED TO:
12/10/03

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Grand Bay Plaza, Ltd., owner of record, to make a contribution to Lee County Utilities of water facilities (water distribution system and one 8" diameter fire line), and sewer facilities (gravity collection system) serving "**GRAND BAY PLAZA**"; 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 **\$143,087.70** 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 _____, _____.

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

COPY

LETTER OF COMPLETION

DATE: 11/17/03

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 sewage collection systems located in
Grand Bay Plaza
(Name of Development)

were designed by me and have been constructed in conformance with:
the approved specifications and the revised plans, attached.

Upon completion of the work, we observed the following successful tests of the facilities:
Water main pressure testing, gravity sewer low pressure air testing, gravity sewer infiltration testing.

Very truly yours,

Vanasse & Daylor, LLP
(Owner or Name of Corporation)


Vanessa A. Richter, P.E. 11/17/03
(Signature) PE #58744

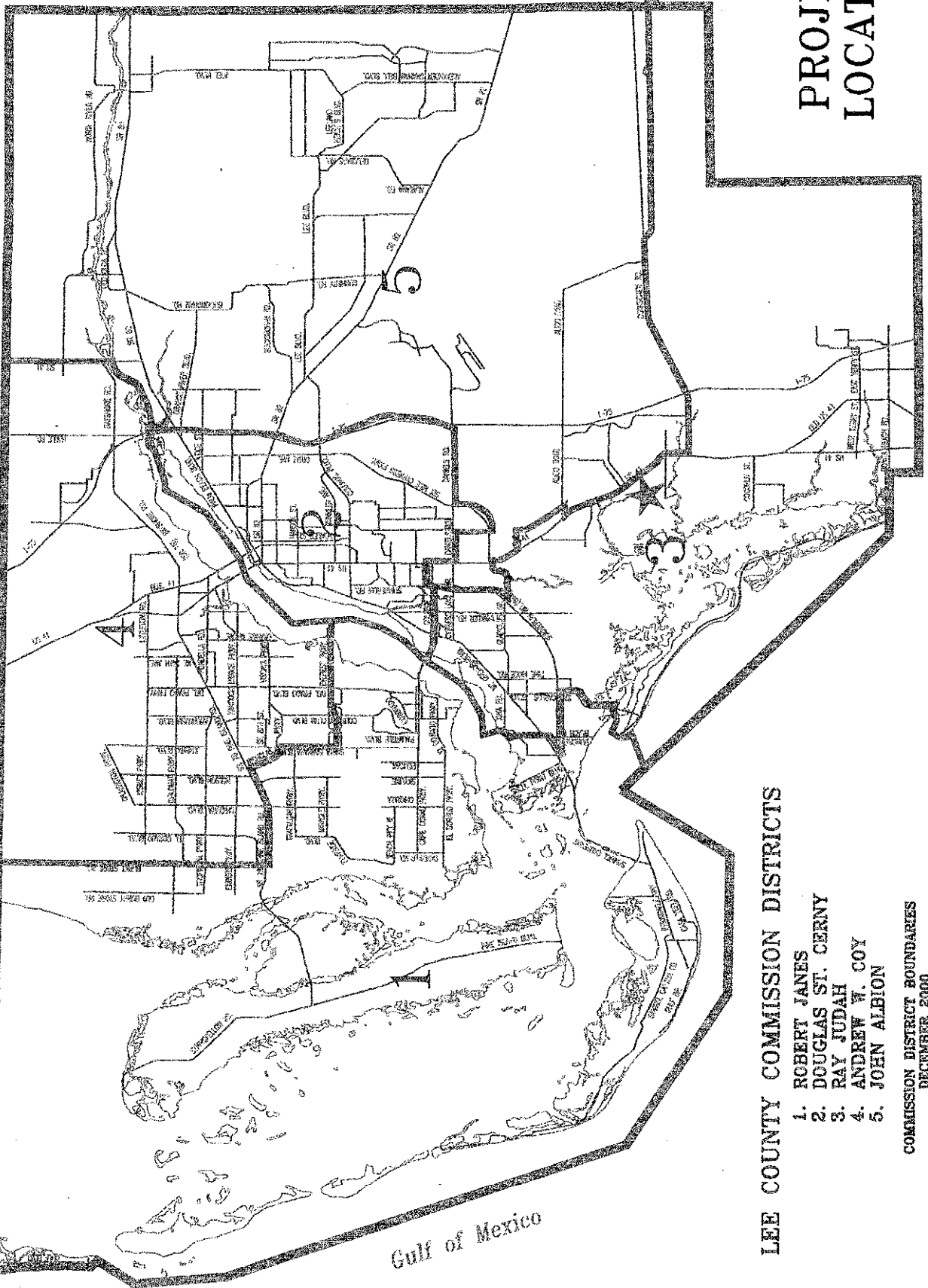
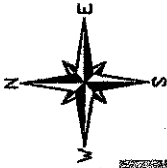
Project Engineer
(Title)

(Seal of Engineering Firm)



COPY

GRAND BAY PLAZA (FORMER GES SERVICE AREA)
17-46-25-00-00006.0000 & 20-46-25-01-00001.0020
COMMISSION DISTRICT #3 - JUDAH



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

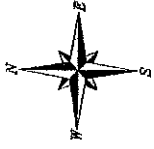
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

COPY

GRAND BAY PLAZA - FORMER GES SERVICE AREA

COMMISSION DISTRICT #3 - JUDAH



S TAMiami TrL (US)

SUBJECT PARCELS

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20-46-25-01-00001.0020 & 17-46-25-00-00006.0000 S TAMiami TrL

COPY

WARRANTY

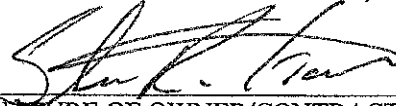
THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of GRAND BAY PLAZA to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. 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.

STEVEN R. GOBLE

(NAME OF OWNER/CONTRACTOR)

BY:



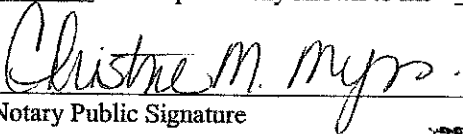
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL)

) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 25th day of SEPT, 2003 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.



Notary Public Signature

CHRISTINE M. MYERS

Printed Name of Notary Public



(Notary Seal & Commission Number)



COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
one hundred forty three thousand eighty seven dollars and seventy cents (\$143,087.70)
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to
GRAND BAY PLAZA, LTD on the job of GRAND BAY PLAZA to the following described property:

GRAND BAY PLAZA
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

18990-19100 S TAMIAMI TRL (SAN CARLOS PARK)
(Location)

17-46-25-00-00006.0000 , 20-46-25-01-00001.0000+
(Strap # or Section, Township & Range)

Dated on: November 24, 2003

By: [Signature]
(Signature of Authorized Representative)

GULF COAST UNDERGROUND, INC.
(Name of Firm or Corporation)

By: STEVEN R. GOBLE
(Print Name of Authorized Representative)

3551 METRO PKWY.
(Address of Firm or Corporation)

Title: PRESIDENT

FORT MYERS, FL 33916-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)274-9504 Ext.

Fax#: (239)274-9505

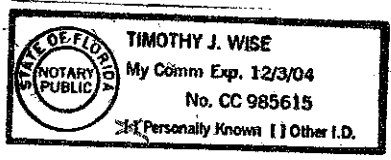
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 24th day of NOV, 2003 by
STEVEN R. GOBLE who is personally known to me and who did not take an oath.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Timothy J. Wise
(Printed Name of Notary Public)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: GRAND BAY PLAZA

STRAP NUMBER: 17-46-25-00-00006.0000 , 20-46-25-01-00001.0000 and 20-46-25-01-00001.0020

LOCATION: 18990-19100 S TAMAMI TRL (SAN CARLOS PARK) FT MYERS, FL

OWNER'S NAME: GRAND BAY PLAZA, LTD.

OWNER'S ADDRESS: 26811 SOUTH BAY DRIVE, SUITE 350

OWNER'S ADDRESS: BONITA SPRINGS, FL 34134

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

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
CL-50 DIP	10"	2,146.0	LF	\$23.50	\$50,431.00
CL-50 DIP	8"	16.0	LF	\$35.45	\$567.20
CL-50 DIP	6"	278.0	LF	\$14.75	\$4,100.50
CL-50 DIP	4"	24.0	LF	\$20.00	\$480.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	LS	\$1,750.00	\$1,750.00
TAPPING SLEEVE W/VALVE	10"x16"	1.0	EA	\$4,750.00	\$4,750.00
GATE VALVE	10"	6.0	EA	\$1,200.00	\$7,200.00
GATE VALVE	8"	2.0	EA	\$850.00	\$1,700.00
GATE VALVE	6"	1.0	EA	\$650.00	\$650.00
GATE VALVE	4"	2.0	EA	\$500.00	\$1,000.00
GATE VALVE	2"	1.0	EA	\$350.00	\$350.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$700.00	\$700.00
SINGLE WATER SERVICE/COMPLETE	5/8"	1.0	EA	\$390.00	\$390.00
DOUBLE WATER SERVICE/COMPLETE	5/8"	6.0	EA	\$550.00	\$3,300.00
FIRE HYDRANT ASSEMBLY		5.0	EA	\$1,500.00	\$7,500.00
BLOW-OFF ASSEMBLY	10"	1.0	EA	\$1,100.00	\$1,100.00
TOTAL					\$85,968.70

(If more space is required, use additional forms(s).)



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)

STEVEN R. GOBLE, PRESIDENT

(Name & Title of Certifying Agent)

GULF COAST UNDERGROUND, INC.

(Name of Firm or Corporation)

3551 METRO PKWY.

(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

STATE OF FL)

) SS:

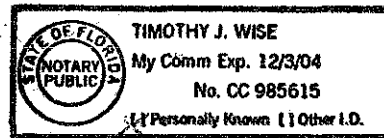
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 24 th day of NOV, 2003 by STEVEN R. GOBLE who is personally known to me - _____, and who did not take an oath.

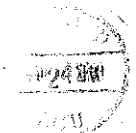
Timothy J. Wise
Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public

00985615
Notary Commission Number



(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: GRAND BAY PLAZA

STRAP NUMBER: 17-46-25-00-00006.0000 , 20-46-25-01-00001.0000 and .0020

LOCATION: TAMAMIAMI TRAIL, SAN CARLOS, FL.

OWNER'S NAME: GRAND BAY PLAZA LTD.

OWNER'S ADDRESS: 26811 SOUTH BAY DRIVE 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

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC SDR-26 GRAVITY MAIN	10"	272.0	LF	\$29.00	\$7,888.00
PVC SDR-26 GRAVITY MAIN	8"	1,213.0	LF	\$22.00	\$26,686.00
DOUBLE SEWER SERVICE W/CLEANOUT	6"	6.0	EA	\$395.00	\$2,370.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	5.0	EA	\$275.00	\$1,375.00
MANHOLE	4'	8.0	EA	\$2,350.00	\$18,800.00
TOTAL					57,119.00

(If more space is required, use additional forms(s)).



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)

STEVEN R. GOBLE
(Name & Title of Certifying Agent)

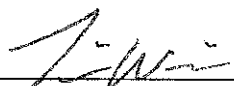
GULF COAST UNDERGROUND
(Name of Firm or Corporation)

3551 METRO PARKWAY
(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 25 th day of SEPT, 2003 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.

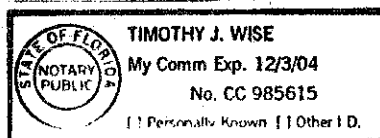


Notary Public Signature

TIMOTHY J. WISE
Printed Name of Notary Public

CC 985615

Notary Commission Number



(NOTARY SEAL)



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 GRAND BAY PLAZA, LTD., 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.



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

GRAND BAY PLAZA, LTD., a Florida limited partnership

By: Grand Bay Development / GP, L.L.C., a Florida limited liability company, its general partner

X Margaret Fletcher
(Signature of 1st Witness)

X [Signature]
(Grantor's/Owner's Signature)

Margaret Fletcher
(Name of 1st Witness)

JAMES NASHMAN
(Grantor's/Owner's Name)

X [Signature]
(Signature of 2nd Witness)

Owner
Title PARTNER

ISA CARINO
(Name of 2nd Witness)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 19~~th~~ day of 2003 by JAMES NASHMAN who is personally known to me - , and who did take an oath.

[Signature]
Notary Public Signature

HOLLY A. MILLER
Printed Name of Notary Public

(Notary Seal & Commission Number)



EXHIBIT A

BBLs
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 239-597-1315
FAX: 239-597-5207

LEGAL DESCRIPTION **LEE COUNTY UTILITY EASEMENT**

A PORTION OF SECTION 17 AND SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, SAN CARLOS GROVE TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 75 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA, THE SAME BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE S.00°53'43"E., ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 521.92 FEET; THENCE N.87°31'48"E., A DISTANCE OF 1,118.53 FEET; THENCE N.02°28'12"W., A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.02°28'12"W., A DISTANCE OF 30.00 FEET; THENCE N.87°31'48"E., A DISTANCE OF 190.53 FEET; THENCE N.42°31'48"E., A DISTANCE OF 38.14 FEET; THENCE N.02°28'12"W., A DISTANCE OF 8.32 FEET; THENCE S.87°31'48"W., A DISTANCE OF 14.17 FEET; THENCE N.02°28'12"W., A DISTANCE OF 12.00 FEET; THENCE N.87°31'48"E., A DISTANCE OF 14.17 FEET; THENCE N.02°28'12"W., A DISTANCE OF 154.13 FEET; THENCE S.87°31'48"W., A DISTANCE OF 11.17 FEET; THENCE N.02°28'12"W., A DISTANCE OF 26.00 FEET; THENCE N.87°31'48"E., A DISTANCE OF 11.17 FEET; THENCE N.02°28'12"W., A DISTANCE OF 74.91 FEET; THENCE N.42°31'48"E., A DISTANCE OF 34.08 FEET; THENCE N.65°20'41"E., A DISTANCE OF 69.21 FEET; THENCE N.24°39'19"W., A DISTANCE OF 10.00 FEET; THENCE N.65°20'41"E., A DISTANCE OF 12.00 FEET; THENCE S.24°39'19"E., A DISTANCE OF 10.00 FEET; THENCE N.65°20'41"E., A DISTANCE OF 94.98 FEET; THENCE N.53°07'24"E., A DISTANCE OF 67.81 FEET; THENCE N.36°59'57"W., A DISTANCE OF 8.05 FEET; THENCE N.53°07'24"E., A DISTANCE OF 22.85 FEET; THENCE S.36°52'36"E., A DISTANCE OF 8.05 FEET; THENCE N.53°07'24"E., A DISTANCE OF 33.92 FEET; THENCE N.36°52'36"W., A DISTANCE OF 4.68 FEET; THENCE N.53°07'24"E., A DISTANCE OF 12.00 FEET; THENCE S.36°52'36"E., A DISTANCE OF 4.68 FEET; THENCE N.53°07'24"E., A DISTANCE OF 50.78 FEET; THENCE N.08°07'24"E., A DISTANCE OF 9.71 FEET;

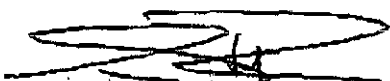
THENCE N.53°07'53"E., A DISTANCE OF 134.16 FEET; THENCE S.36°52'07"E., A DISTANCE OF 20.00 FEET; THENCE S.53°07'53"W., A DISTANCE OF 125.88 FEET; THENCE S.08°07'24"W., A DISTANCE OF 9.70 FEET; THENCE S.53°07'24"W., A DISTANCE OF 197.77 FEET; THENCE S.65°20'41"W., A DISTANCE OF 174.29 FEET; THENCE S.42°31'48"W., A DISTANCE OF 7.62 FEET; THENCE S.02°28'12"E., A DISTANCE OF 304.05 FEET; THENCE N.87°31'48"E., A DISTANCE OF 271.23 FEET; THENCE N.43°27'22"E., A DISTANCE OF 20.88 FEET; THENCE N.02°28'12"W., A DISTANCE OF 278.11 FEET; THENCE N.87°31'48"E., A DISTANCE OF 20.00 FEET; THENCE S.02°28'12"E., A DISTANCE OF 247.36 FEET; THENCE N.87°31'48"E., A DISTANCE OF 12.24 FEET; THENCE N.29°57'57"E., A DISTANCE OF 72.24 FEET; THENCE N.55°45'15"E., A DISTANCE OF 198.06 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE S.36°54'21"E., A DISTANCE OF 20.02 FEET; THENCE S.55°45'15"W., A DISTANCE OF 194.41 FEET; THENCE S.29°57'57"W., A DISTANCE OF 54.95 FEET; THENCE N.87°31'48"E., A DISTANCE OF 364.21 FEET; THENCE N.65°01'48"E., A DISTANCE OF 31.73 FEET; THENCE N.87°31'48"E., A DISTANCE OF 122.38 FEET; THENCE N.41°50'52"E., A DISTANCE OF 31.36 FEET; THENCE N.53°02'09"E., A DISTANCE OF 147.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. 41, (TAMIAMI TRAIL); THENCE S.36°57'51"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE S.53°02'09"W., A DISTANCE OF 145.99 FEET; THENCE S.41°50'52"W., A DISTANCE OF 37.83 FEET; THENCE S.87°31'48"W., A DISTANCE OF 126.83 FEET; THENCE S.65°01'48"W., A DISTANCE OF 31.73 FEET; THENCE S.87°31'48"W., A DISTANCE OF 380.90 FEET; THENCE S.29°57'57"W., A DISTANCE OF 65.49 FEET; THENCE S.87°31'48"W., A DISTANCE OF 541.83 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 1.46 ACRES, MORE OR LESS.

AND

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE N.36°54'21"W., A DISTANCE OF 136.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.53°05'52"W., A DISTANCE OF 8.37 FEET; THENCE N.43°24'08"W., A DISTANCE OF 70.87 FEET; THENCE S.53°00'01"W., A DISTANCE OF 174.97 FEET; THENCE N.36°59'59"W., A DISTANCE OF 20.00 FEET; THENCE N.53°00'01"E., A DISTANCE OF 192.85 FEET; THENCE S.43°24'08"E., A DISTANCE OF 58.39 FEET; THENCE S.53°05'52"W., A DISTANCE OF 8.07 FEET; THENCE S.36°54'21"E., A DISTANCE OF 32.43 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.11 ACRES, MORE OR LESS.

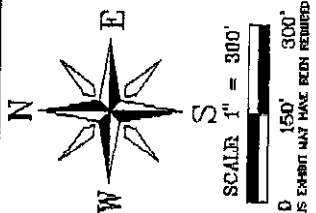
BEARINGS SHOWN HEREON REFER TO SAN CARLOS GROVE TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 75 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND
RESERVATIONS OF RECORD.

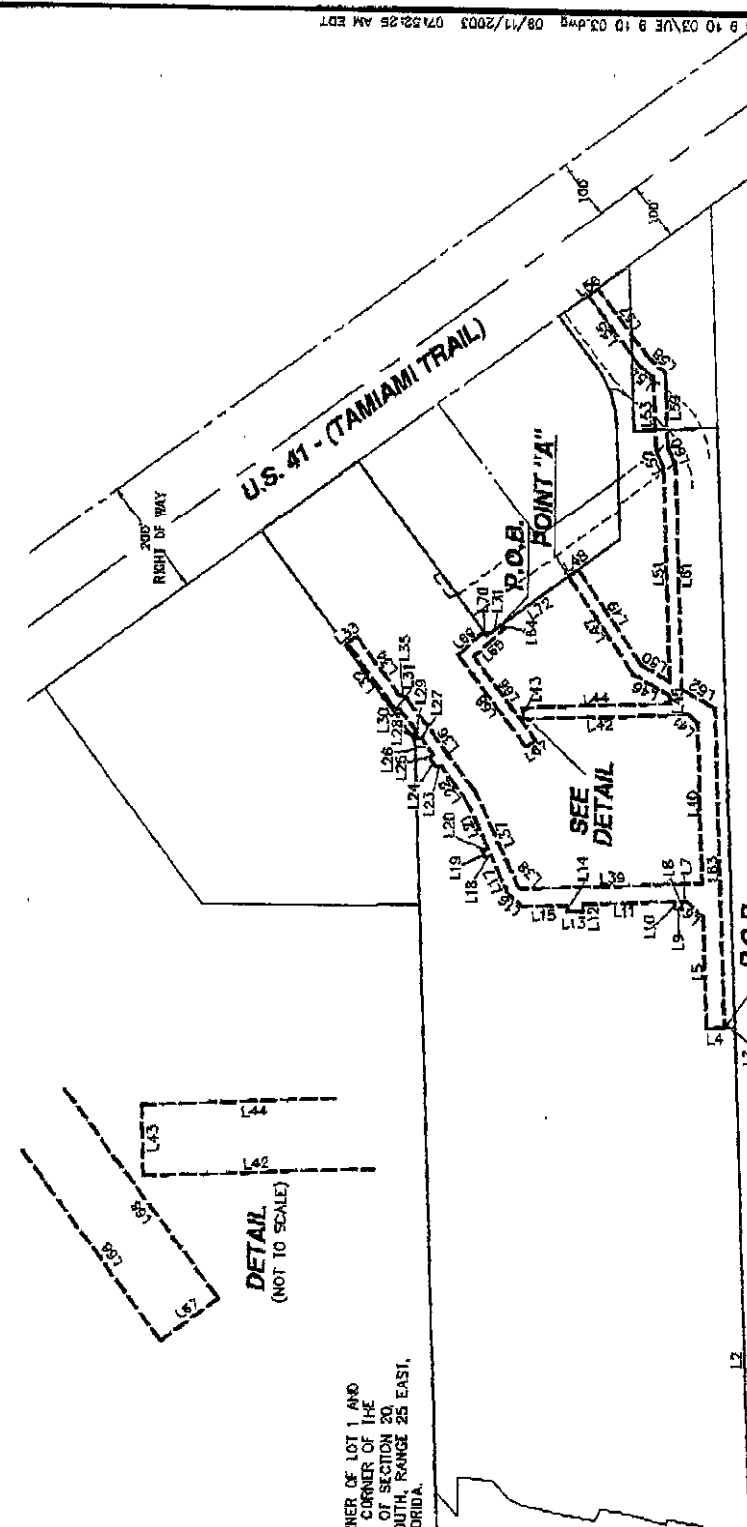

09/11/03
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBL SURVEYORS & MAPPERS INC., (L.B. #6753)
ZLEGALAID DESCRIPTIONS0211 PUBLIX SAN CARLOS UTILITY BASE 9 11 03.LWP
PROOFED BY MAC SEB

(SEE ATTACHED SKETCH - UE 9 10 03.DWG)

Z:\projects\2002\2021 public\enclaves\utility easements 9 10 03.dwg 08/11/2003 07:52:25 AM EDT



P.O.C.
 NORTHWEST CORNER OF LOT 1 AND
 THE NORTHWEST CORNER OF THE
 NORTHWEST 1/4 OF SECTION 20,
 TOWNSHIP 46 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°53'43"E	521.92
L2	N87°31'48"E	1118.53
L3	N02°28'12"W	17.33
L4	N02°28'12"W	30.00
L5	N87°31'48"E	190.53
L6	N42°31'48"E	36.14
L7	N02°28'12"W	8.32
L8	S87°31'48"W	14.17
L9	N02°28'12"W	12.00
L10	N87°31'48"E	14.17
L11	N02°28'12"W	154.13
L12	S57°31'48"W	11.17
L13	N02°28'12"W	26.00
L14	N87°31'48"E	11.37
L15	N02°28'12"W	74.81
L16	N42°31'48"E	34.08
L17	N65°20'41"E	69.21
L18	N24°59'19"W	10.00
L19	N65°20'41"E	12.00
L20	S24°59'19"W	10.00
L21	N65°20'41"E	94.88
L22	N53°07'24"E	67.81

L23	N36°59'57"W	8.05
L24	N53°07'24"E	22.85
L25	S38°52'38"E	8.05
L26	N53°07'24"E	33.92
L27	N38°52'38"W	4.88
L28	N53°07'24"E	12.00
L29	S38°52'38"E	4.88
L30	N53°07'24"E	50.78
L31	N88°07'24"E	9.71
L32	N53°07'53"E	134.18
L33	S38°52'07"E	20.00
L34	S53°07'53"W	123.88
L35	S04°07'24"W	9.70
L36	S53°07'24"W	187.77
L37	S65°20'41"W	174.26
L38	S42°31'48"W	7.82
L39	S02°28'12"E	304.06
L40	N87°31'48"E	27.23
L41	N43°27'22"E	20.88
L42	N02°28'12"W	278.11
L43	N87°31'48"E	20.00
L44	S02°28'12"E	247.36
L45	N87°31'48"E	12.24
L46	N29°57'57"E	72.24
L47	N65°45'15"E	198.06
L48	S38°54'21"E	20.02
L49	S55°45'15"W	194.43
L50	S29°57'57"W	54.96
L51	N87°31'48"E	384.21
L52	N65°01'48"E	31.73
L53	N87°31'48"E	122.38
L54	N41°50'52"E	31.36
L55	N53°02'09"E	147.85
L56	S36°57'51"E	20.00
L57	S53°02'08"W	146.89
L58	S41°50'52"W	37.83
L59	S87°31'48"W	126.83
L60	S85°01'48"W	31.73
L61	S87°31'48"W	380.90
L62	S79°57'57"W	65.49
L63	S87°31'48"W	541.83
L64	S53°05'52"W	8.37
L65	N43°24'08"W	70.87
L66	S53°00'01"W	174.97
L67	N36°59'59"W	20.00
L68	N53°00'01"E	192.85
L69	S43°24'08"E	58.39
L70	S55°05'52"W	8.07
L71	S36°54'21"E	32.43
L72	N38°54'21"W	136.35

NOTES:
 1.) BEARINGS SHOWN HEREON REFER TO SAN CARLOS GROVE TRACT ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 75 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.
 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THIS IS NOT A SURVEY

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 (GRAND BAY PLAZA - LEE COUNTY UTILITY EASEMENT)
 A PORTION OF SECTION 17 AND SECTION 20,
 TOWNSHIP 46 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA**

DATE: 08/11/2003
 DRAWN BY: JAC
 CHECKED BY: JAC
 SCALE: 1" = 300'

BBL & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 897-1915

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

BS 20031454-UTL

FROM: UTILITIES ENGINEERING
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for GRAND BAY PLAZA project. (GRAND BAY PLAZA LTD.)

ACCOUNT NO. OD53607487.504930

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

Sue Gullidge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING EASEMENT

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE RECORDING

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. # 500283

INV. #

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE



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

PHOTOCOPIES OF
 THIS FORM NOT
 ACCEPTABLE

DR-219
 R. 07/98

(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) →

1 7 4 6 2 5 0 0 0 0 0 6 0 0 0 0 2 0 4 6 2 5 0 1 0 0 0 0 1 0 0 2 0

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):

GRAND BAY PLAZA LTD

Last First MI Corporate Name (if applicable)

26811 SOUTH BAY DR #350, BONITA SPRINGS FL 34134

Mailing Address City State Zip Code Phone No.

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year

\$ (Round to the nearest dollar.)

Property Located In County Code (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed
 Other
 Warranty Deed
 Quit Claim Deed
EASEMENT DONATION

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$

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.

YES / NO

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.)

YES / NO

\$ (Cents)

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?

YES / NO

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, P.E., UTILITIES DIRECTOR

Date 12/5/03

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)

Clerks Date Stamp

O. R. Book and Page Number and File Number
 Date Recorded
 Month / Day / Year