

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20040859-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one (1) Utility Easement as a donation for one fire hydrant and one (1) sanitary sewer service serving *King Sod, Phase 1*. This is a Developer contributed asset project located on along Pondella Road, approximately 800' west of Orange Grove Boulevard.

WHY ACTION IS NECESSARY:

To provide fire protection and sewer service to the recently constructed phase of this commercial building.

WHAT ACTION ACCOMPLISHES:

Places the fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10  
COMMISSION DISTRICT #: 4

C10L

3. MEETING DATE:

07-27-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE \_\_\_\_\_
- ORDINANCE \_\_\_\_\_
- ADMIN. CODE \_\_\_\_\_
- OTHER Res., Easement \_\_\_\_\_

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 7/1/04

7. BACKGROUND:

Fire hydrants and single service connections do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.  
The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed.  
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 Contributed Assets has been provided—copy attached.  
Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Pondella Road.  
Sanitary Sewer service is provided by Lee County Utilities via existing infrastructure located within the rear utility easement. 100% of the connection fees have been paid for this phase of the project.  
Funds are available for recording fees in account number OD5360748700.504930.

SECTION 09 TOWNSHIP 44S RANGE 25E DISTRICT # 4 COMMISSIONER COY

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	
J. Lavender Date: 7-7-04	N/A Date:	N/A Date:	T. Osterhout Date: 7-1	S. [Signature] Date: 7/7/04	7/7/04	7/7/04	7/1/04	7/7/04	J. Lavender Date: 7-7-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 7/7/04  
Time: 12:00 PM  
Forwarded To:  
Admin 7/7/04

RECEIVED BY  
COUNTY ADMIN: PM  
7/7/04  
3:20 PM  
COUNTY ADMIN  
FORWARDED TO: AL  
7-17-04  
7:30 AM



**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**  
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300  
 DR-219  
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9    0 1 2 3 4 5 6 7 8 9  
 09442400000010000

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):

**EASEMENT DONATION BY: PONDELLA PROPERTIES, INC.**

Last First MI Corporate Name (if applicable)  
**977 PONDELLA ROAD N. FT. MYERS FL 33903**

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

**RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

Last First MI Corporate Name (if applicable)  
**P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181**

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 **Lee**

6. Type of Document

Contract/Agreement for Deed

Other

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

YES  / NO

Warranty Deed  Quit Claim Deed

(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 the 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

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 \_\_\_\_\_ Date **7/1/04**

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
<p><b>This copy to Property Appraiser</b></p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	<p>_____</p>

**This copy to Property Appraiser**



**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**  
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300  
 DR-219  
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

09442400000010000

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):

**EASEMENT DONATION BY:**

**PONDELLA PROPERTIES, INC.**

Last Mailing Address  
**977 PONDELLA ROAD**

First City MI  
**N. FT. MYERS FL**

Corporate Name (if applicable)  
**33903**

4. Grantee (Buyer):

Mailing Address  
**RICK DIAZ, P.E., UTIL. DIR. FOR**

City State Zip Code Phone No.  
**LEE CO. BOARD OF COUNTY COMMISSION**

Last Mailing Address  
**P. O. BOX 398**

First City MI  
**FT. MYERS FL**

Corporate Name (if applicable)  
**33902 (2394798181)**

5. Date of Sale/Transfer

Sale/Transfer Price

Property Located In **46** County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement  Other  
 Warranty for Deed  
 Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes",  
 outstanding mortgage balance:  
 (Round to the nearest dollar.) \$ **.00**

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:  
 Mark (x) all  
 that apply

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 the nearest dollar.)

YES  NO \$ **.00**

12. Amount of Documentary Stamp Tax

\$ **0.00**

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

Date **7/1/04**

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
<p><b>This copy to Department of Revenue</b></p> <p>O. R. Book <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>and          Page Number <input type="text"/> <input type="text"/> <input type="text"/></p> <p>and          File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="font-size: small;">Month Day Year</p>	

This copy to Department of Revenue

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of Pondella Properties, Inc., owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant) and sewer facilities (sanitary sewer service) serving **"KING SOD, PHASE I"**; 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 **\$5,825.00** 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: \_\_\_\_\_ (3)
- Commissioner Andrew Coy: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (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: 3/31/2004

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

Gentlemen:

This is to certify that the **fire hydrant and sanitary sewer** system located in  
King Sod  
(Name of Development)

were designed by me and have been constructed in conformance with:  
**the approved plans and the approved specifications**


Upon completion of the work, we observed the following successful tests of the facilities:  
**Bacteriological Test and Pressure Test(s) - Water Main**

Very truly yours,

Quattrone and Associates, Inc.  
(Owner or Name of Corporation)

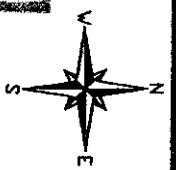
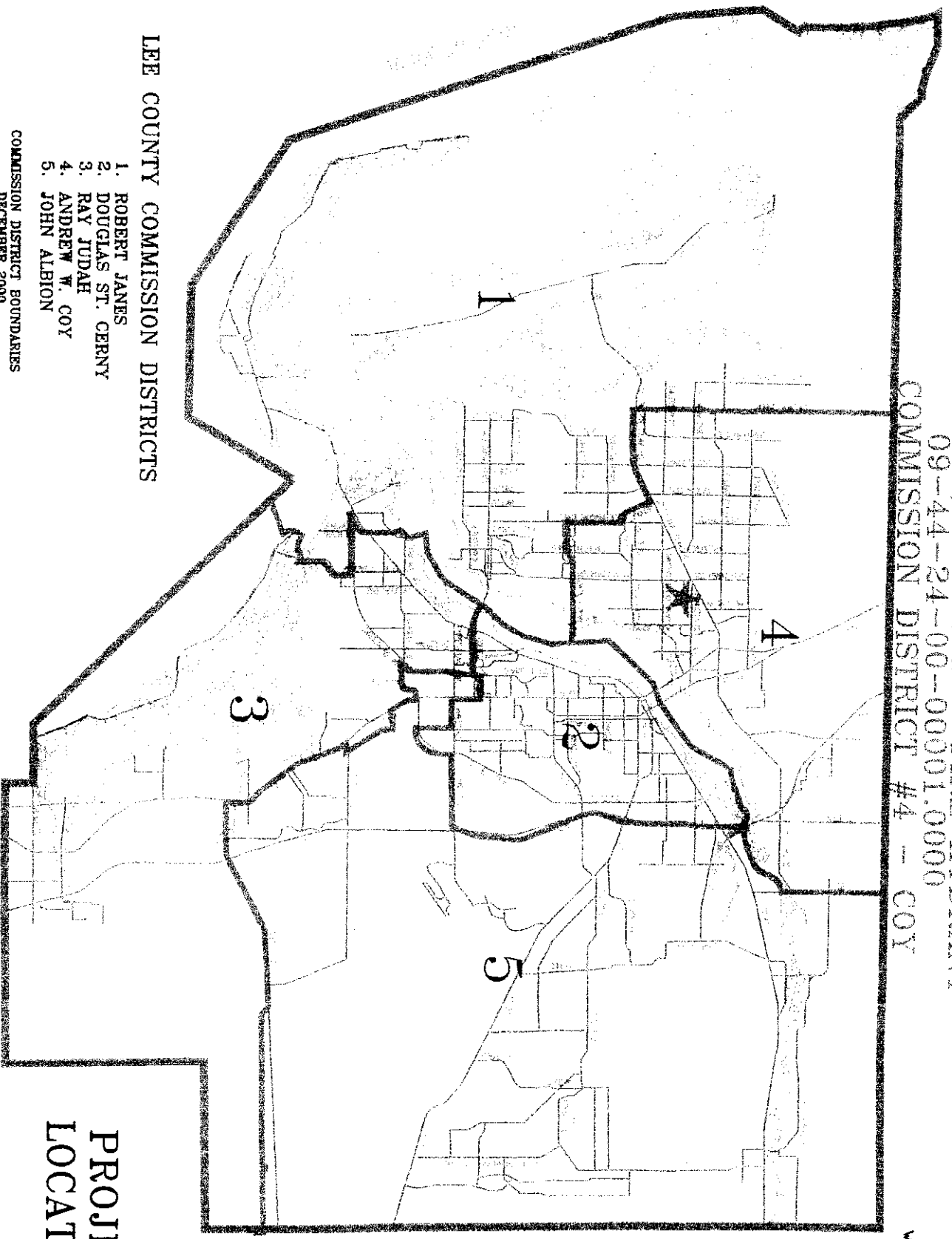
(Signature)

P.E.  
(Title)

  
4/15/04

(Seal of Engineering Firm)

KING SOD, PHASE 1 -- FIRE HYDRANT  
09--44--24--00--00001.0000  
COMMISSION DISTRICT #4 -- COY



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION



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):

**KING SOD**

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.

Gulf Coast Underground, Inc.

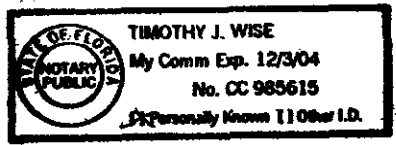
BY: [Signature], President  
Steven R. Goble

STATE OF FLORIDA)  
COUNTY OF LEE)

The forgoing instrument was signed and acknowledged before me this 12TH day of MAY, 2003 by STEVEN R. GOBLE who is personally known and who (did)(did not) take an oath.

[Signature]  
Notary Public Signature

TIMOTHY J. WISE  
Printed Name of Notary Public  
CC985615  
Notary Commission Number



(Notary Seal)



COPY

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

The undersigned lienor, in consideration of the final payment in the amount of five thousand eight hundred twenty five dollars and no cents(\$5,825.00 ) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to KENNETH A. LIVINGSTON on the job of KING SOD to the following described property:

KING SOD water distribution and sanitary sewer systems  
(Name of Development/Project) (Facilities Constructed)  
977 PONDELLA RD NORTH FT. MYERS 09-44-24-00-00001.0000  
(Location) (Strap # or Section, Township & Range)  
(Please provide full name and location of development and a description of the utility system constructed).

Dated on: April 12, 204

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 PARKWAY  
(Address of Firm or Corporation)

Title: PRESIDENT

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

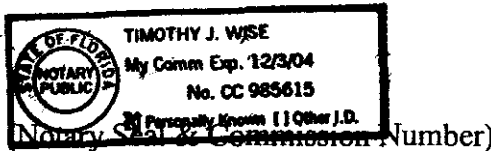
Phone #: (239)274-9504 Ext.

Fax#: (239)274-9505

STATE OF FL )  
) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 12 th day of APR, 2004 by STEVEN R. GOBLE who is personally known to me - \_\_\_\_\_, and who did take an oath.

[Signature]  
(Notary Public Signature)

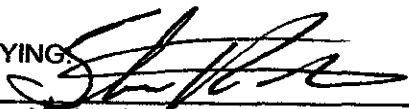


TIMOTHY J. WISE  
(Printed Name of Notary Public)



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

  
\_\_\_\_\_  
(Name and Title of Certifying Agent)  
OF: Gulf Coast Underground, Inc.  
(Firm or Corporation)

Address: 3551 METRO PARKWAY  
Fort Myers, FL 33916

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 12th day of February 2003, by STEVEN R. GOBLE who is personally know and who (did) (did not) take an oath.

  
\_\_\_\_\_  
Notary Public Signature

Sandi Hubert

Printed Name of Notary Public

CC910398

Notary Commission Number

(Notary Seal)

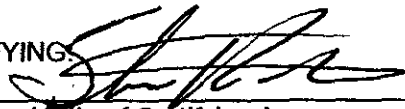


Sandi Hubert  
MY COMMISSION # CC910398 EXPIRES  
February 14, 2004  
BONDED INTO REALTY INSURANCE, INC.



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

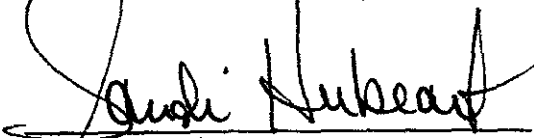


(Name and Title of Certifying Agent  
OF: Gulf Coast Underground, Inc.  
(Firm or Corporation)

Address: 3551 METRO PARKWAY  
Fort Myers, FL 33916

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 12th day of February 2003, by **STEVEN R. GOBLE** who is personally know and who (did) (**did not**) take an oath.

  
Notary Public Signature

Sandi Hubeart  
Printed Name of Notary Public

CC910398  
Notary Commission Number

(Notary Seal)



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

Strap Number:

09-44-24-00-00001.0000

THIS SPACE RESERVED FOR RECORDING

### **GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_\_\_\_  
by and between Pondella Properties, Inc., Owner, hereinafter referred to as  
GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida,  
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 will 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 may 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 will 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 from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, 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, agrees to 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.

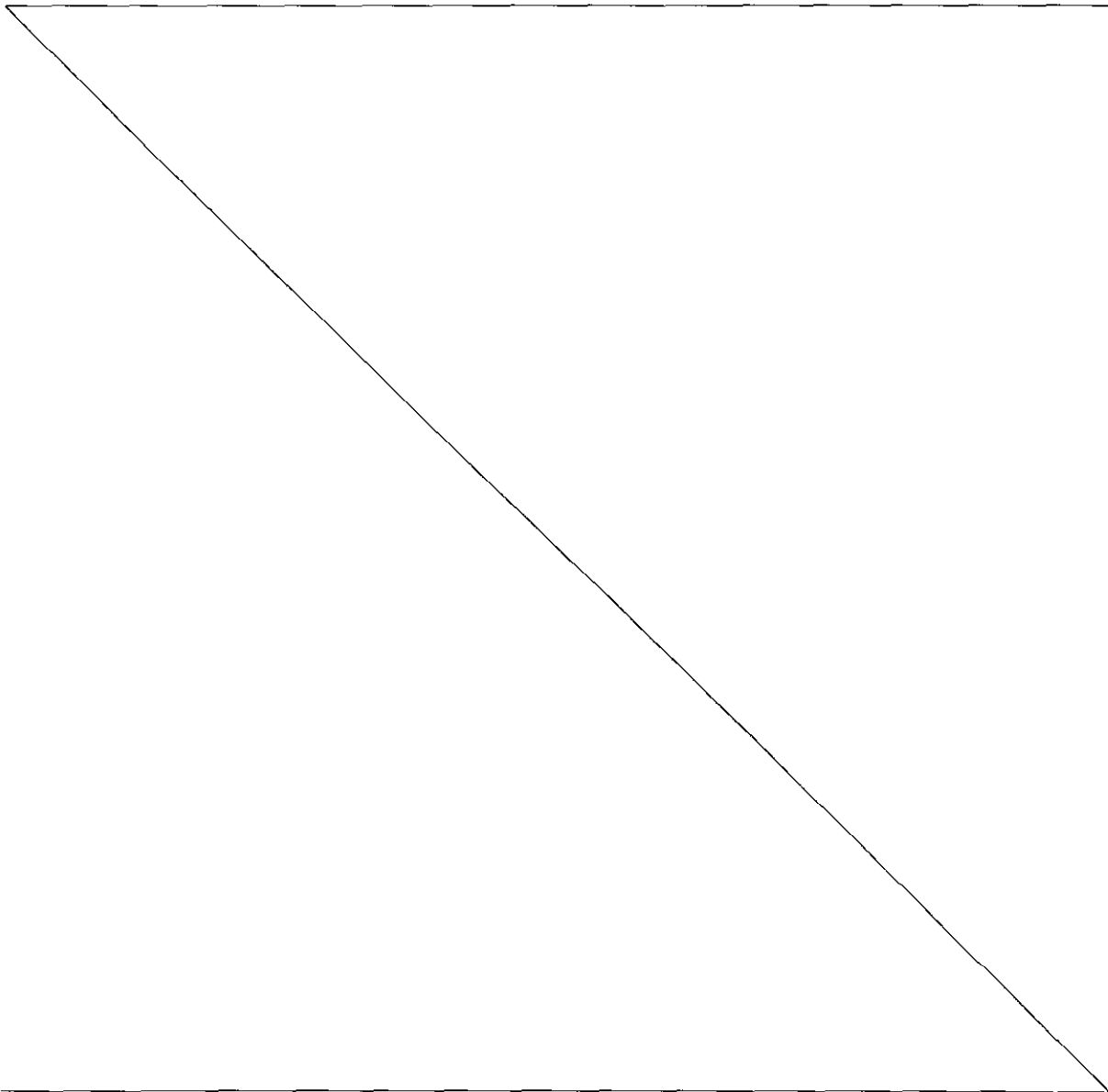
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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 will 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 any associated roads. The easement is strictly for utility purposes.

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

(Balance of Page Left Intentionally Blank)





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

Matthew E. LaTorre

[1<sup>st</sup> Witness' Signature]

MATTHEW E. LaTorre

[Type or Print Name]

Kevin Kane

[2<sup>nd</sup> Witness' Signature]

Kevin Kane

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

Ken Livingston

[Type or Print Name]

owner / President

[Title]

3/31/04

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 31 day of 03/ 2004, by Ken Livingston who produced the following as identification known or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Tamara A. Daniels

[Signature of Notary]

Tamara A. Daniels

[Typed or Printed Name]



Tamara A. Daniels  
Commission # DD 047330  
Expires Aug. 5, 2005  
Bonded Thru  
Atlantic Bonding Co, Inc.

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney

# Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

11000 Metro Parkway, Suite 27 - Fort Myers, Florida 33912 - 239-936-5222

JOB KING SOD

ADDRESS PONDELLA ROAD

SHEET NO. EASEMENT

DATE 3/24/03

CHECKED BY AJQ

SCALE OR DESCRIPTION NOT TO SCALE

NE CORNER OF NE ¼  
OF THE NW ¼ of  
SECTION 9-44-24,  
LEE COUNTY, FLORIDA

C/L PONDELLA ROAD

S. 89° 36' 00" W., 892.84'

S. 0° 19' 30" W.  
40.00'

S. 0° 19' 30" W., 605.70'

SITE

P.O.B.

N. 0° 19' 30" E.  
20.00'

S. 89° 28' 49" E.  
200.00'

S. 0° 19' 30" W.  
20.00'

N. 89° 28' 49" W.  
200.00'

EASEMENT SKETCH

EXHIBIT A

UTILITY EASEMENT

For

Lee County Utilities

Commencing at the NE. corner of the NE QUARTER of the NW QUARTER of SECTION 9., TOWN 44S., RANGE 24 EAST, LEE COUNTY FLORIDA , thence S. 0d 19' 30" W., 40.00 feet to the Southerly Right-of Way of Pondella Road Extended, Thence N. 89d 36' 00" W. along said Right-of-Way for 892.84 feet: thence S. 0d 19' 30"W., 605.70 feet to the P.O.B., thence S. 89d 28' 49" E., 200.00': thence S. 0d 19' 30" W., 20.00 feet: thence N. 89d 28' 49" W, 200.00 feet: thence N. 0d19'30"E., 20.00 feet to the P.O.B.