

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041176-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of one (1) utility easement grant as a donation of a water main extension, three (3) fire hydrants, one (1) 6" diameter fire line and a gravity main extension serving *The Park Shops at Andrea Lane*. This is a Developer contributed asset project located on the northeast corner of S. Tamiami Trail and Andrea Lane approximately 1/2 mile north of Six Mile Cypress Parkway.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to this recently constructed commercial project.

WHAT ACTION ACCOMPLISHES:

Places the water facilities and gravity main into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

CIOC

3. MEETING DATE: 10-19-2004

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, P.E., Utilities Director
- DATE: 10/1/04

7. BACKGROUND:

The Board granted permission to construct on April 13, 2004; Blue Sheet No.20040339. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed. Satisfactory closed circuit television inspection of the gravity main 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 Contributed Assets has been provided—copy attached. 100% of the connection fees have been paid. Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 25 TOWNSHIP 45S RANGE 24E 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: 10-1-04	N/A Date:	N/A Date:	R.O. T. Osterhout Date: 9-30	S. Coovert Date:	10/5/04	10/5/04	10/5/04	10/5/04	<i>J. Lavender</i> Date: 10-1-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 10/1/04
Time: A:15
Forwarded To:
Admin 10/1/04

RECEIVED BY
COUNTY ADMIN:
10/5/04
9:30 am 547
COUNTY ADMIN
FORWARDED TO:
10/7/04
9:30

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

WHEREAS, it is the desire of "Talamh Associates, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (water extension, three fire hydrants, one 6" diameter fire line) and sewer facilities (gravity main extension) serving **"THE PARK SHOPS AT ANDREA LANE"**; 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 **\$55,881.32** 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

LETTER OF COMPLETION



DATE: 9/10/2004

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 gravity collection** located in
The Park Shops @ Andrea Lane
(Name of Development)

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

Upon completion of the work, we observed the following successful tests of the facilities:

Pressure Test(s) - Water Main , Low Pressure Test(s) - Gravity Main

TV Inspection, Mandrill - Gravity Main

Bacteriological Test

Very truly yours,

Ahmad R. Kareh, P.E. / Bean, Whitaker, Lutz & Kareh, Inc.
(Owner or Name of Corporation)

(Signature)

Vice-President
(Title)

(Seal of Engineering Firm)



PROJECT LOCATION

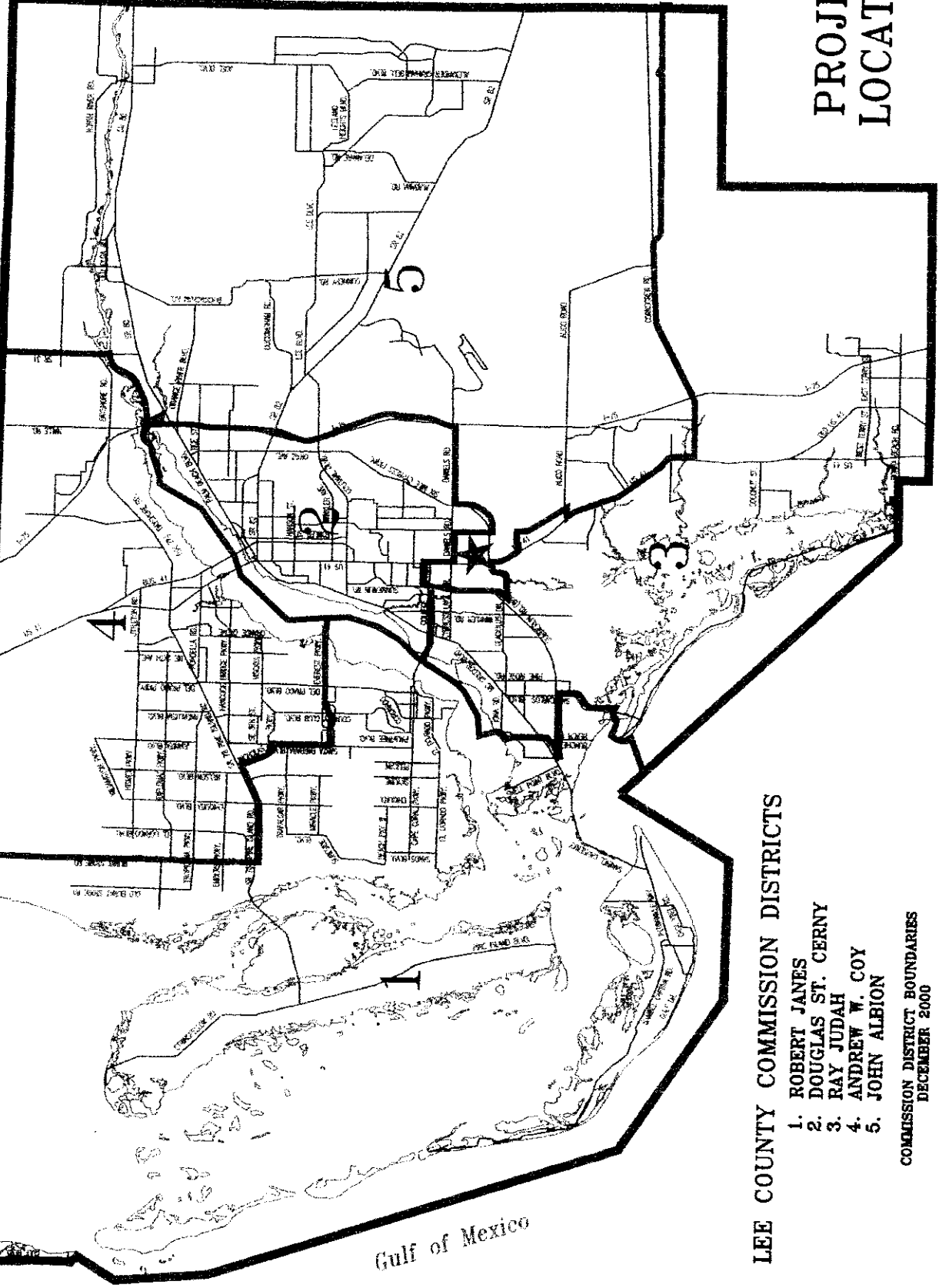
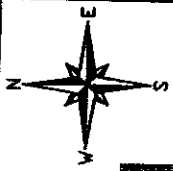
PARK SHOPS AT ANDREA LANE
25-45-24-00-00001.0320
COMMISSION DISTRICT #5 - ALBION

LEE COUNTY COMMISSION DISTRICTS

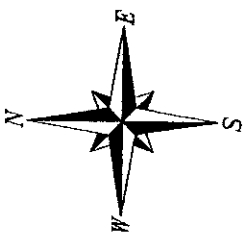
1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. ANDREW W. COY
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico



**- PARK SHOPS AT ANDREA LANE -
COMMISSION DISTRICT #5 - ALBION**



BELL TOWER PARK BLVD

TORO LN

SUBJECT PARCEL

00001
0320

ANDREA LN

ANDREA LN

GAMMA DR

25-45-24-00-00001.0320 14265 S TAMiami TRAIL

254524
0133

CANLON DR

TAMiami TRAIL (S 41)

254524
021

EDGE CT

054-008

054-010

110-750

054-007

254524
003

254524
006

254524
005

254524
007

254524
008

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the sewer system of Park Shops @ Andrea Lane 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.

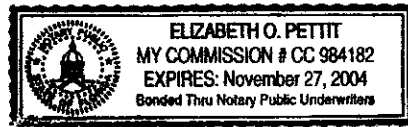
Kenneth Cabana
(Name of Owner/Contractor)

BY: *Kenneth Cabana*
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21 st day of JULY, 2004 by Kenneth Cabana who has produced the following as identification - N/A , and who did take an oath.

Elizabeth O. Pettit
Notary Public Signature



Elizabeth O. Pettit
Printed Name of Notary Public

(Notary Seal & Commission Number)

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 *Kenneth Cabana*
(Signature of Certifying Agent)

KENNETH CABANA
(Name & Title of Certifying Agent)

CABANA CONSTRUCTION CO., INC.
(Name of Firm or Corporation)

P.O. BOX 60639
(Address of Firm or Corporation)

FT. MYERS, FL 33906 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21 st day of , 2004 by JULY who has produced the following as identification - N/A , and who did take an oath.

Elizabeth O. Pettit
Notary Public Signature

ELIZABETH O. PETTIT
Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)

REC-520

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: The Park Shops at Andrea Lane

STRAP NUMBER: 25-45-24-00-00001.0320 and 25-45-24-00-00001.0680

LOCATION: 14261 South Tamiami Trail Fort Myes, FL 33912

OWNER'S NAME: Talamh Associates, LLC

OWNER'S ADDRESS: 2100 Electronics Lane

OWNER'S ADDRESS: Fort Myers,FL 33912-

TYPE UTILITY SYSTEM: SANITARY SEWER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
MANHOLE	4'	2	EA	\$ 4,750.00	\$ 9,500.00
PVC SDR-26 GRAVITY MAIN	8"	192	LF	\$ 23.71	\$ 4,552.32
SINGLE SEWER SERVICE W/CLEANOUT	6"	2	EA	\$ 750.00	\$ 1,500.00
<u>TOTAL</u>					\$15,552.32

(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

Kenneth Cabana

(Signature of Certifying Agent)

KENNETH CABANA

(Name & Title of Certifying Agent)

CABANA CONSTRUCTION CO., INC.

(Name of Firm or Corporation)

P.O. BOX 60639

(Address of Firm or Corporation)

FT. MYERS, FL 33906 -

STATE OF FL)

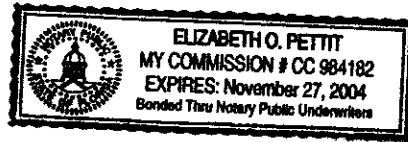
) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21 st day of , 2004 by JULY who has produced the following as identification - N/A , and who did take an oath.

Elizabeth O. Pettit
Notary Public Signature

ELIZABETH O. PETTIT
Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)

FILE



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.

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) →

25452400000010320

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:

TALAMH ASSOCIATES, LLC

Last: **2100 ELECTRONICS LN** First: **FT MYERS** MI: **FL** Corporate Name (if applicable): **33912**
 Mailing Address: City: State: Zip Code: Phone No.

4. Grantee (Buyer):

Last: **RICK DIAZ, P.E. UTIL. DIR.** First: **FOR LEE CO. BD. OF CO. COMMISSIONERS** MI: **FL** Corporate Name (if applicable): **33902 (2394798181)**
 Mailing Address: **P. O. BOX 398** City: **FT. MYERS** State: **FL** Zip Code: **33902** Phone No.:

5. Date of Sale/Transfer

Month: Day: Year: \$

Sale/Transfer Price

00 (Round to the nearest dollar.)

Property Located In

Lee

6. Type of Document

Contract/Agreement for Deed
 Warranty Deed
 Quit Claim Deed

Other

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

YES / NO

00 (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

00 Cents

12. Amount of Documentary Stamp Tax

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: 10/1/04

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

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number: <input type="text"/></p> <p>File Number: <input type="text"/></p> <p>Date Recorded: <input type="text"/></p> <p>Month Day Year</p>	<p>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser

COPY

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

Strap Number:

25-45-24-00-00001.0320

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ___ day of _____ 2004, by and between Talamh Associates, LLC, 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.

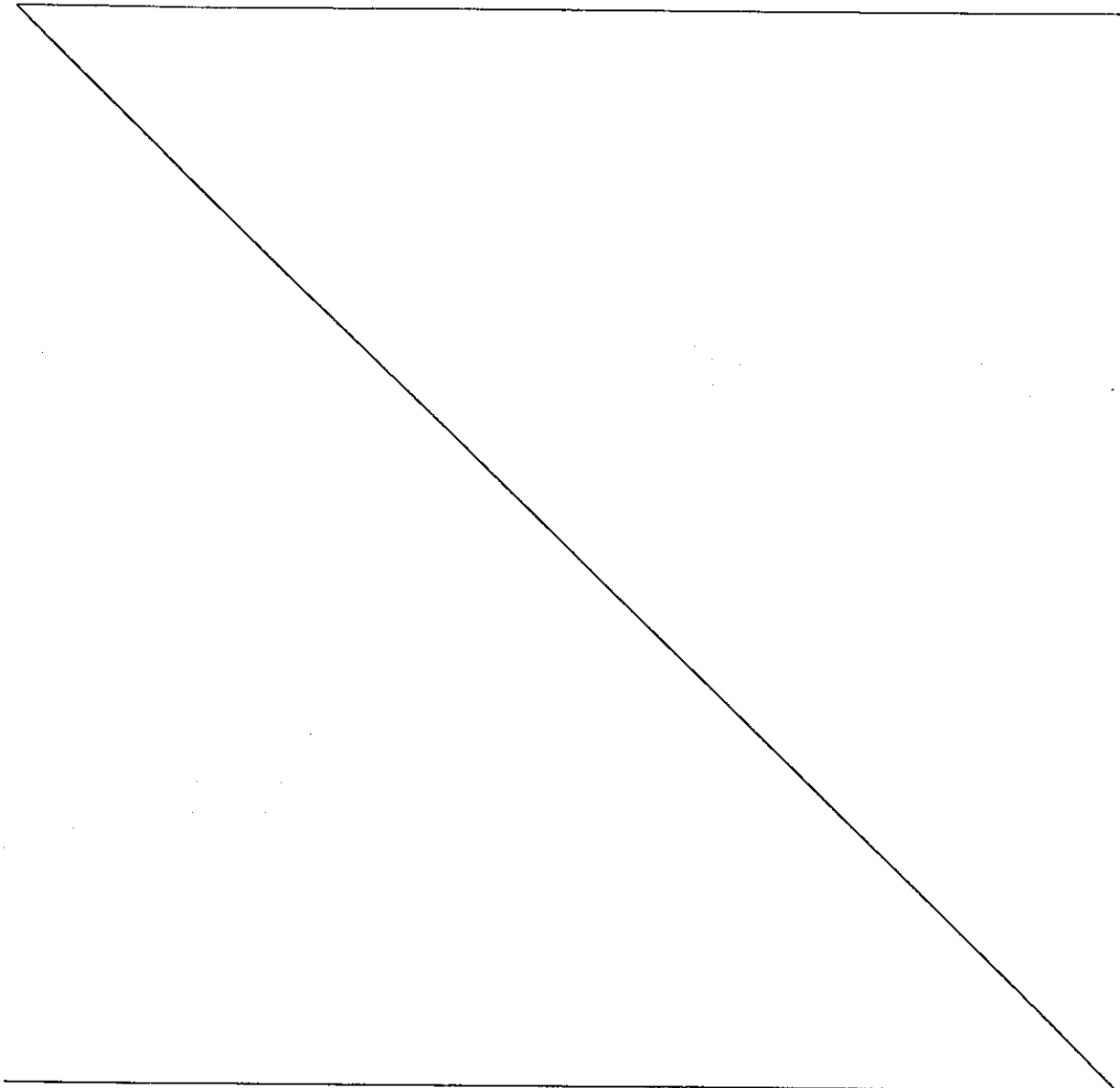
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Douglas D. Blevins

BY:

[Signature]

[1st Witness' Signature]
Douglas D. Blevins

[Signature Grantor's/Owner's]
Talam Associates, LLC
James A. Dwyer, III

[Type or Print Name]
Dawn K. Center

[Type or Print Name]

Manager

[2nd Witness' Signature]
Dawn K. Center

[Title]

[Type or Print Name]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 30th day of August 2004, by James A. Dwyer, III who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Dawn K. Center

[Signature of Notary]

Dawn K. Center

[Typed or Printed Name]



Dawn K. Center
MY COMMISSION # DD093611 EXPIRES
March 15, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

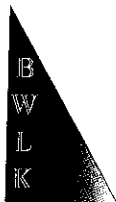
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land Lying in Lee County, Florida Section 25, Township 45 South, Range 24 East (The Park Shops at Andrea Lane – 20.00 feet wide water main easement)

LEGAL DESCRIPTION:

A parcel of land situated in the State of Florida, County of Lee, being a part of the North One Half (N 1/2) of Section 25, Township 45 South, Range 24 East, and further described as follows:

Commencing at the intersection of the north line of the South One Half (S 1/2) of the North One Half (N 1/2) of said Section 25 with the easterly right-of-way line of Tamiami Trail U.S. 41 (State Road 45); thence S00°33'30"E along the easterly right-of-way line of said Tamiami Trail for 315.77 feet to the north right of way line of Andrea lane (60 feet wide); thence N87°04'52"E along said right of way line for 603.46 feet; thence N00°53'14"W for 286.55 feet to the Point of Beginning; thence S89°06'46"W for 137.13 feet; thence S00°50'40"E for 38.68 feet; thence S89°06'46"W for 20.00 feet; thence N00°50'40"W for 38.68 feet; thence S89°06'46"W for 18.49 feet; thence N00°53'14"W for 20.00 feet; thence N89°06'46"E for 175.62 feet; thence S00°53'14"E for 20.00 feet to the Point of Beginning.

Containing 0.10 acres (4,285.6 square feet), more or less.

Bearings are based on the easterly right-of-way line of Tamiami Trail (U.S. 41 - State Road 45) as bearing S00°33'30"E.

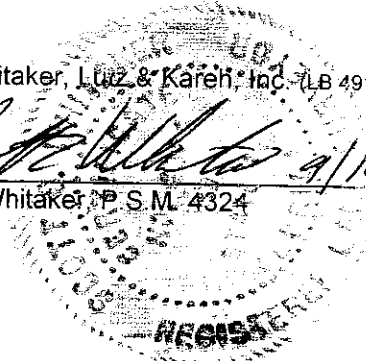
Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

Scott C. Whitaker 9/10/04
Scott C. Whitaker, P. S. M. 4324

8-26-04

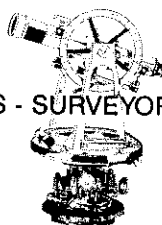
1 of 2



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PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

TAMIAMI TRAIL - U.S. 41 (S.R. 45)
CENTERLINE SURVEY PER STATE ROAD DEPARTMENT RW MAPS FOR S.R. 45 12010-2503 (1963)

N.00°33'30"W.
RIGHT-OF-WAY LINE S.00°33'30"E. 396.14'

80.37'
S.00°33'30"E.

POINT OF COMMENCEMENT
IN SECTION 25 NORTH LINE
OF SECTION 25 NORTH LINE
AND EASTERN R/W LINE US 41

BUILDING UNDER CONSTRUCTION

CONCRETE WALK

BUILDING UNDER CONSTRUCTION
CONCRETE WALK

NORTH LINE S1/2 - N1/2 SECTION 25

N00°53'14"W 20.00'

S89°08'46"W 18.48'
N00°50'40"W 38.68'
S89°06'46"W 20.00'

20.00'

N89°08'46"E 175.62'
20' WATER MAIN EASEMENT

S00°33'14"E 20.00'

S00°50'40"E 38.68'
S89°08'46"W 137.713'

POINT OF BEGINNING

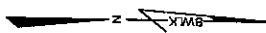
S.00°53'14"E. 68.19'

N.00°53'14"W. 286.55'
N.00°53'14"W. 374.74'

N.89°08'46"E. 600.81' ADJOINING PARCEL INFORMATION NOT RESEARCHED

SKETCH TO ACCOMPANY
DESCRIPTION
OF
A PARCEL OF LAND
LYING IN
SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(SHEET 1 OF 2 FOR LEGAL DESCRIPTION)

20.00' WIDE WATER MAIN EASEMENT
(SHEET 1 OF 2 FOR LEGAL DESCRIPTION)



THIS IS NOT A SURVEY
Shawn, Whitaker, Lutz & Karich, Inc.
CHARLES DONALD DUNNIGHT & SON
Florida Certificate No. 8055

NOR A SURVEY
THE PARK/SLOPS, AN ANDREA LANE

Bean, Whitaker, Lutz & Karich, Inc. (a/c 4490)
CIVIL ENGINEERS, SURVEYORS AND MAPPING ENGINEERS
15041 INDEPENDENCE BOULEVARD, FORT MYERS, FLORIDA 33914-9110 (888) 481-1581

DATE	8-12-04
PROJECT	SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA
CLIENT	ANDREA LANE (60)
SCALE	AS SHOWN
DRAWN BY	CSA
CHECKED BY	CSA
DATE	8-12-04

30.00'
N.87°04'52"E. 603.46'
RIGHT-OF-WAY LINE
ANDREA LANE (60)



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land Lying in Lee County, Florida Section 25, Township 45 South, Range 24 East (The Park Shops at Andrea Lane - 20.00 feet wide water main easement)

LEGAL DESCRIPTION:

A parcel of land situated in the State of Florida, County of Lee, being a part of the North One Half (N 1/2) of Section 25, Township 45 South, Range 24 East, and further described as follows:

Commencing at the intersection of the north line of the South One Half (S 1/2) of the North One Half (N 1/2) of said Section 25 with the easterly right-of-way line of Tamiami Trail U.S. 41 (State Road 45); thence S00°33'30"E along the easterly right-of-way line of said Tamiami Trail for 315.77 feet to the north right of way line of Andrea lane (60 feet wide); thence N87°04'52"E along said right of way line for 265.12 feet to the **Point of Beginning**; thence N00°53'14"W for 41.97 feet; thence S89°06'46"W for 166.00 feet; thence N00°53'14"W for 20.96 feet; thence S89°06'46"W for 10.73 feet; thence N00°53'14"W for 20.00 feet; thence N89°06'46"E for 10.73 feet; thence N00°53'14"W for 297.30 feet; thence N89°06'46"E for 36.23 feet; thence S00°53'14"E for 20.00 feet; thence S89°06'46"W for 16.23 feet; S00°53'14"E for 298.26 feet; thence N89°06'46"E for 166.00 feet; thence S00°53'14"E for 61.26 feet to a point on the north right of way line of said Andrea lane (60 feet wide) thence S87°04'52"W along said right of way line for 20.01 feet to the **Point of Beginning**.

Containing 0.22 acres (9,655.7 square feet), more or less.

Bearings are based on the easterly right-of-way line of Tamiami Trail (U.S. 41 - State Road 45) as bearing S00°33'30"E.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

Charles Donald Knight, P.S.M. No. 6056

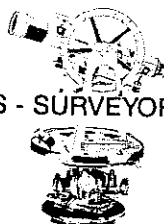
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1 of 2

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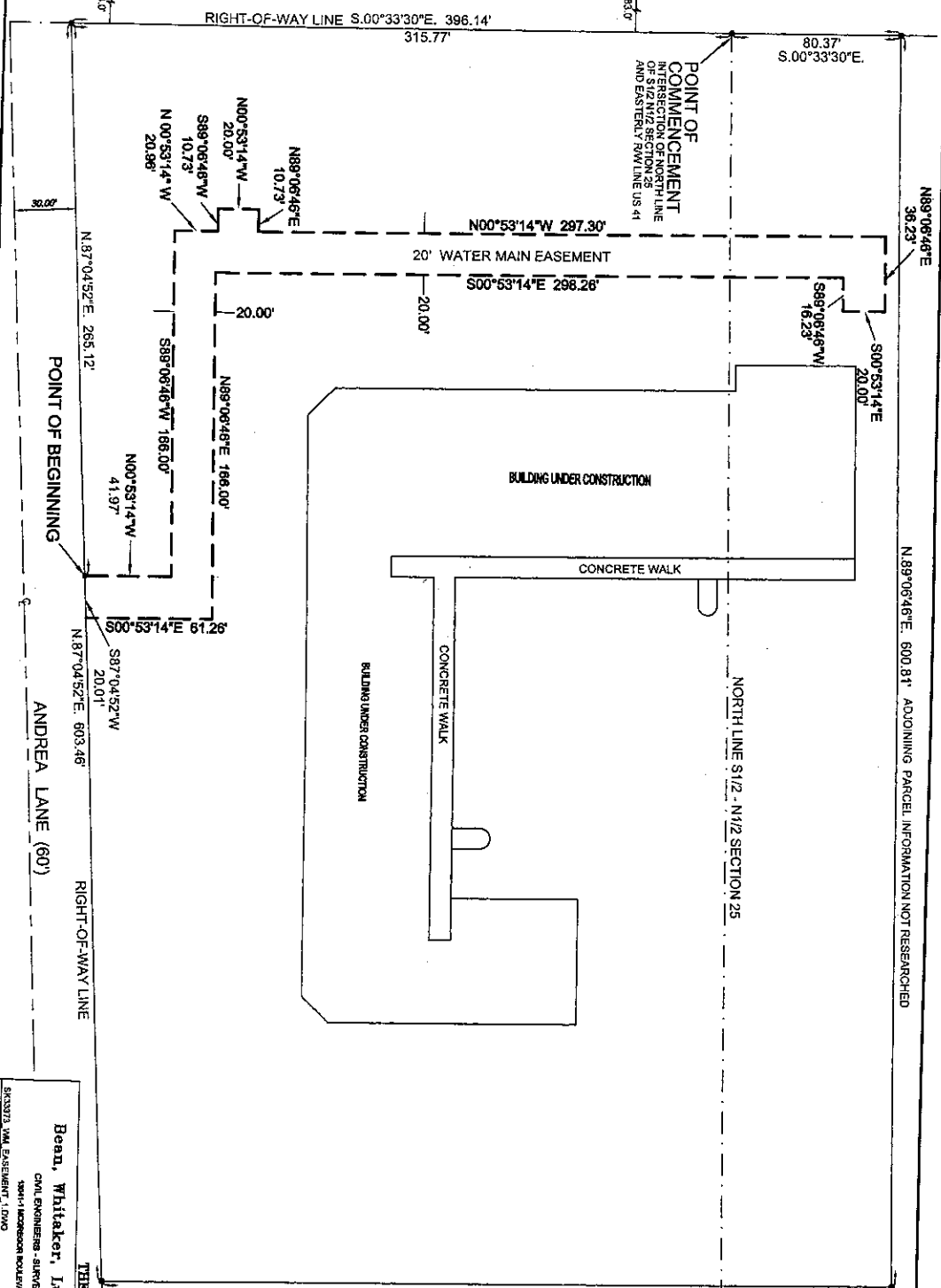
PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

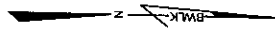


ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

TAMIAMI TRAIL - U.S. 41 (S.R. 45)
CENTERLINE SURVEY PER STATE ROAD DEPARTMENT R/W MAPS FOR S.R. 45 12010-2503 (1963)



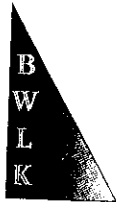
SKETCH TO ACCOMPANY DESCRIPTION
 OF
 A PARCEL OF LAND
 LYING IN
 SECTION 25, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA
 20.00' WIDE WATER MAIN EASEMENT
 (SHEET 1 OF 2 FOR LEGAL DESCRIPTION)



THIS IS NOT A SURVEY
 Bean, Whitaker, Lutz & Karel, Inc.
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 19411 WOODSON BOULEVARD, FORT MYERS, FLORIDA 33906 (888) 481-1341
 Florida Certificate No. 6095
 CHARLES DONALD KNIGHT, P.S.M.
 SURVEYOR

Bean, Whitaker, Lutz & Karel, Inc. (as client)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 19411 WOODSON BOULEVARD, FORT MYERS, FLORIDA 33906 (888) 481-1341

DATE	8-12-04	SCALE	1" = 60'
PROJECT	20' WATER MAIN EASEMENT	BY	CDK
NO.	53313	DATE	8-12-04



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land Lying in Lee County, Florida Section 25, Township 45 South, Range 24 East (The Park Shops at Andrea Lane – 20.00 feet sanitary sewer easement)

LEGAL DESCRIPTION:

A parcel of land situated in the State of Florida, County of Lee, being a part of the North One Half (N 1/2) of Section 25, Township 45 South, Range 24 East, and further described as follows:


Commencing at the intersection of the north line of the South One Half (S 1/2) of the North One Half (N 1/2) of said Section 25 with the easterly right-of-way line of Tamiami Trail U.S. 41 (State Road 45); thence S00°33'30"E along the easterly right-of-way line of said Tamiami Trail for 315.77 feet to the north right of way line of Andrea lane (60 feet wide); thence N87°04'52"E along said right of way line for 603.46 feet; thence N00°53'14"W for 269.44 feet to the Point of Beginning; thence S89°06'46"W for 202.23 feet; thence N00°53'14"W for 20.00 feet; thence N89°06'46"E for 202.23 feet; thence S00°53'14"E for 20.00 feet to the Point of Beginning.

Containing 0.09 acres (4,044.6 square feet), more or less.

Bearings are based on the easterly right-of-way line of Tamiami Trail (U.S. 41 - State Road 45) as bearing S00°33'30"E.

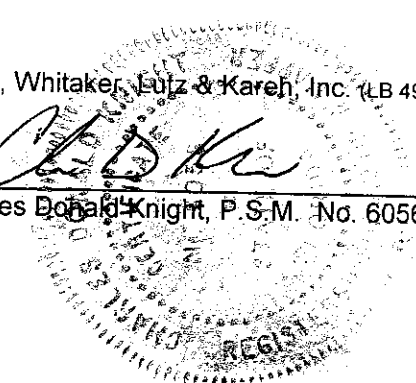
Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)


Charles Donald Knight, P.S.M. No. 6056

8-26-04

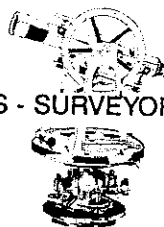
1 of 2



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PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

TAMIAMI TRAIL - U.S. 41 (S.R. 45)
CENTERLINE SURVEY PER STATE ROAD DEPARTMENT R/W MAPS FOR S.R. 45 12010-2503 (1963)

RIGHT-OF-WAY LINE S.00°33'30"E. 396.14'
315.77'

80.37'
S.00°33'30"E.

POINT OF COMMENCEMENT
INTERSECTION OF NORTH LINE
AND CENTERLINE R/W LINE US 41

80.00'

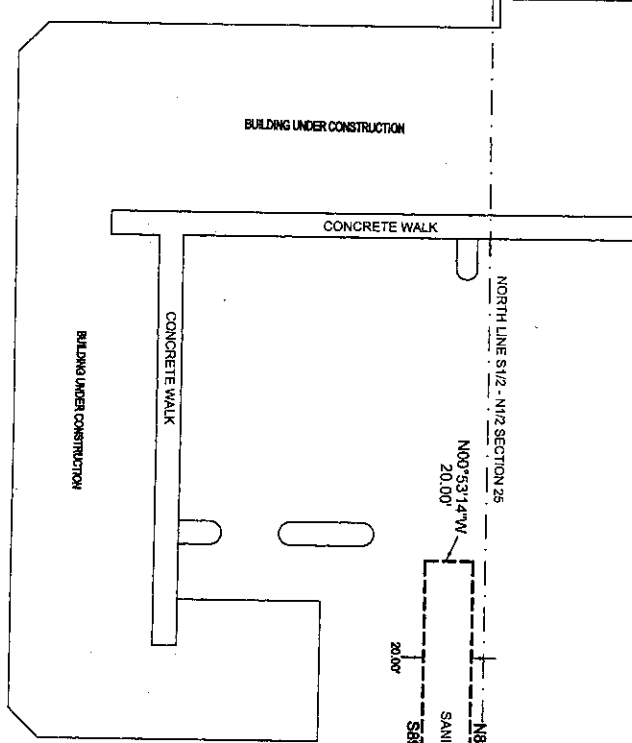
N.87°04'52"E. 603.46'

ANDREA LANE (60')

RIGHT-OF-WAY LINE

N.89°08'46"E. 600.81'

ADJOINING PARCEL INFORMATION NOT RESEARCHED



BUILDING UNDER CONSTRUCTION

CONCRETE WALK

NORTH LINE S/12 - N1/2 SECTION 25

BUILDING UNDER CONSTRUCTION

CONCRETE WALK

N.00°53'14"W. 20.00'

20.00'

SANITARY SEWER EASEMENT

S.89°08'46"W. 202.23'

S.00°53'14"E. 20.00'

POINT OF BEGINNING

N.00°53'14"W. 269.44'

N.00°53'14"W. 374.74'

N.00°53'14"W. 85.30'

SKETCH TO ACCOMPANY
DESCRIPTION
OF
PARCEL OF LAND
LYING IN
SECTION 28, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
2007 WIDE SW/4 (SAN EASEMENT
(SHEET 1 OF 2 FOUR LEGAL DESCRIPTIONS))

2007 WIDE SW/4 (SAN EASEMENT
(SHEET 1 OF 2 FOUR LEGAL DESCRIPTIONS))



BEAN, WHITAKER, LUTZ & KOPPEL, INC.
SURVEYORS
11001 W. US HWY 41, SUITE 100
FORT MYERS, FLORIDA 33907
PHONE: 941-931-1941
FAX: 941-931-1942
WWW.BEANWHITAKERLUTZANDKOPPEL.COM

NOT A SURVEY
THEY PARK SHOPS AT ANDREA LANE

DATE	5/1/2014	SCALE	AS SHOWN
DRAWN BY	CMK	CHECKED BY	CMK
DATE	5/1/2014	SCALE	AS SHOWN

Bean, Whitaker, Lutz & Koppel, Inc.
SURVEYORS
11001 W. US HWY 41, SUITE 100
FORT MYERS, FLORIDA 33907
PHONE: 941-931-1941
FAX: 941-931-1942
WWW.BEANWHITAKERLUTZANDKOPPEL.COM

TO: LEE COUNTY FINANCE DEPARTMENT

V#111463
BS 20041176-UTL

FROM: UTILITIES ENGINEERING
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for THE PARK SHOPS AT ANDREA LANE project EASEMENT: TALAMH ASSOCIATES LLC)

ACCOUNT NO. 0D5360748700.504930

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

Sue Gulledge
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

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

Strap Number:

25-45-24-00-00001.0320

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2004, by and between Talamh Associates, LLC, 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.

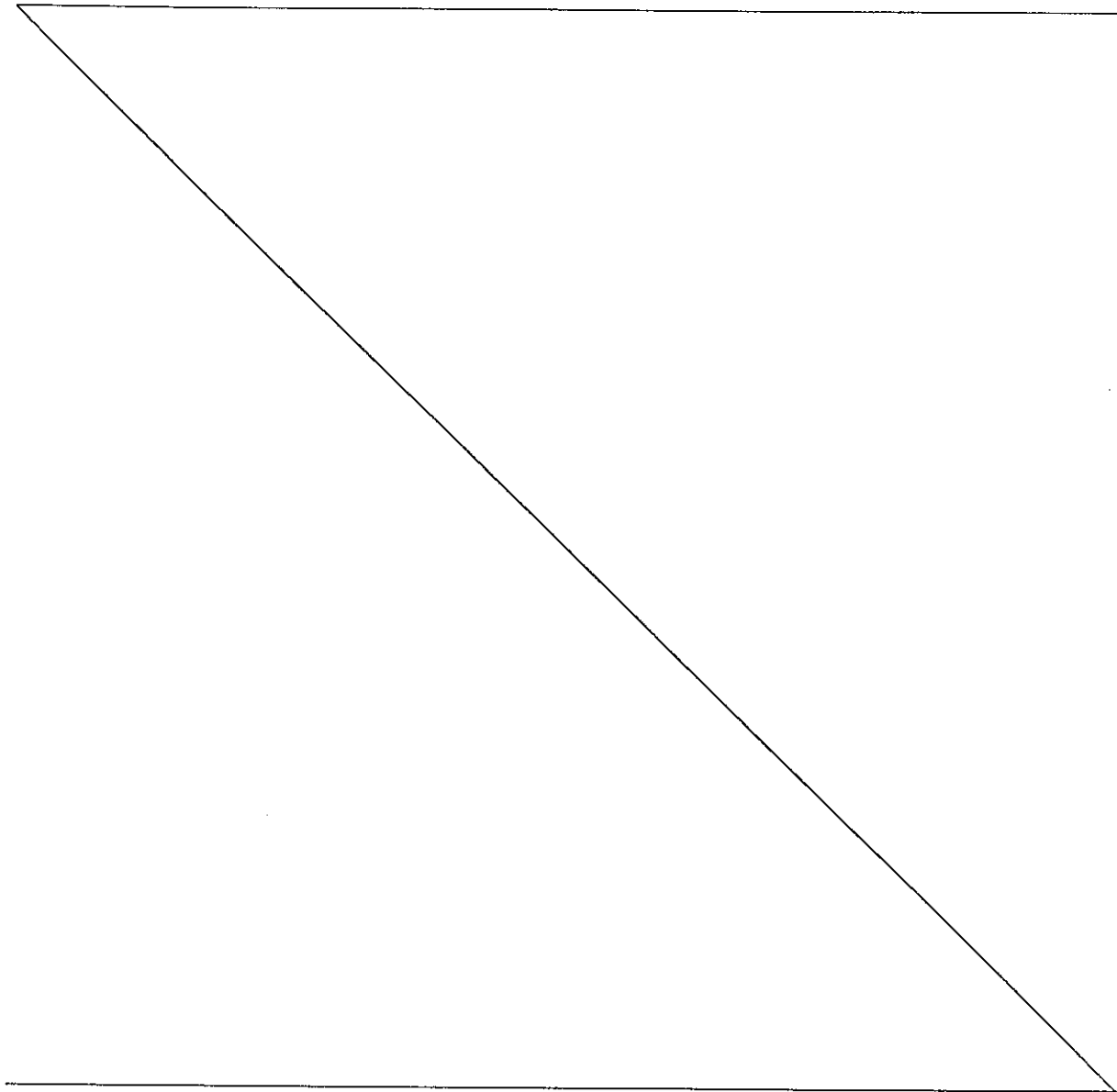
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Douglas D. Blew

BY:

[Signature]

[1st Witness Signature]
Douglas D. Blew

[Signature Grantor's/Owner's]
Talam Associates, LLC
James A. Dwyer, III

[Type or Print Name]
Dawn K. Center

[Type or Print Name]

Manager

[2nd Witness Signature]
Dawn K. Center

[Title]

[Type or Print Name]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 30th day of August 2004, by James A. Dwyer, III who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Dawn K. Center

[Signature of Notary]

Dawn K. Center

[Type or Printed Name]



Dawn K. Center
MY COMMISSION # DD093611 EXPIRES
March 15, 2006
BONDED THRU TROY FAIN INSURANCE, 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