

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041178 -UTIL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of one easement as a donation for a water main extension, one 4" diameter fire line, two fire hydrants, three water services serving T.I.B. Bank of the Keys Plaza. This is a Developer contributed asset project located on the east side of Metro Parkway and 1/4 mile north of Crystal Drive.

WHY ACTION IS NECESSARY: Provides potable water service and fire protection to the recently constructed commercial development.

WHAT ACTION ACCOMPLISHES: Places the water main, fire line and fire hydrants into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 2

CIOE

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 3-16-04, Blue Sheet #20040171.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 As-builts have been provided.
 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 fees have been paid.
 Sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Metro Parkway.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 18 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST CERNY

8. 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:	T.O. T. Osterhout Date: 9-30	S. Coovert Date:	<i>P.M.</i> 10/5/04	<i>JS</i> 10/5/04	<i>JS</i> 10/5/04	<i>MS</i> 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. 10/5/04

RECEIVED BY
 COUNTY ADMIN:
 10/5/04
 9:30 AM
 COUNTY ADMIN
 FORWARDED TO:
 10/7/04
 930



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



FDCR10240300
 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) →

1845250000005003A

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:

T.I.B. BANK OF THE KEYS

Last First MI Corporate Name (if applicable)
99451 OVERSEAS HIGHWAY KEY LARGO FL 33037

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

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

/ / \$

. 00

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.) \$

. 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.

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

Mark (x) all
 that apply

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

\$.

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/she 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 and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>	<p>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "TIB Bank of the Keys ", owner of record, to make a contribution to Lee County Utilities of water facilities (one 4" diameter fire line, two fire hydrants, three water services) serving "**T.I.B. BANK OF THE KEYS 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 **\$33,977.50** 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 Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner 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: 8/10/2004

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 system located in
TIB BANK OF THE KEYS PLAZA
(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:
Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

Hole Montes, Inc.
(Owner or Name of Corporation)

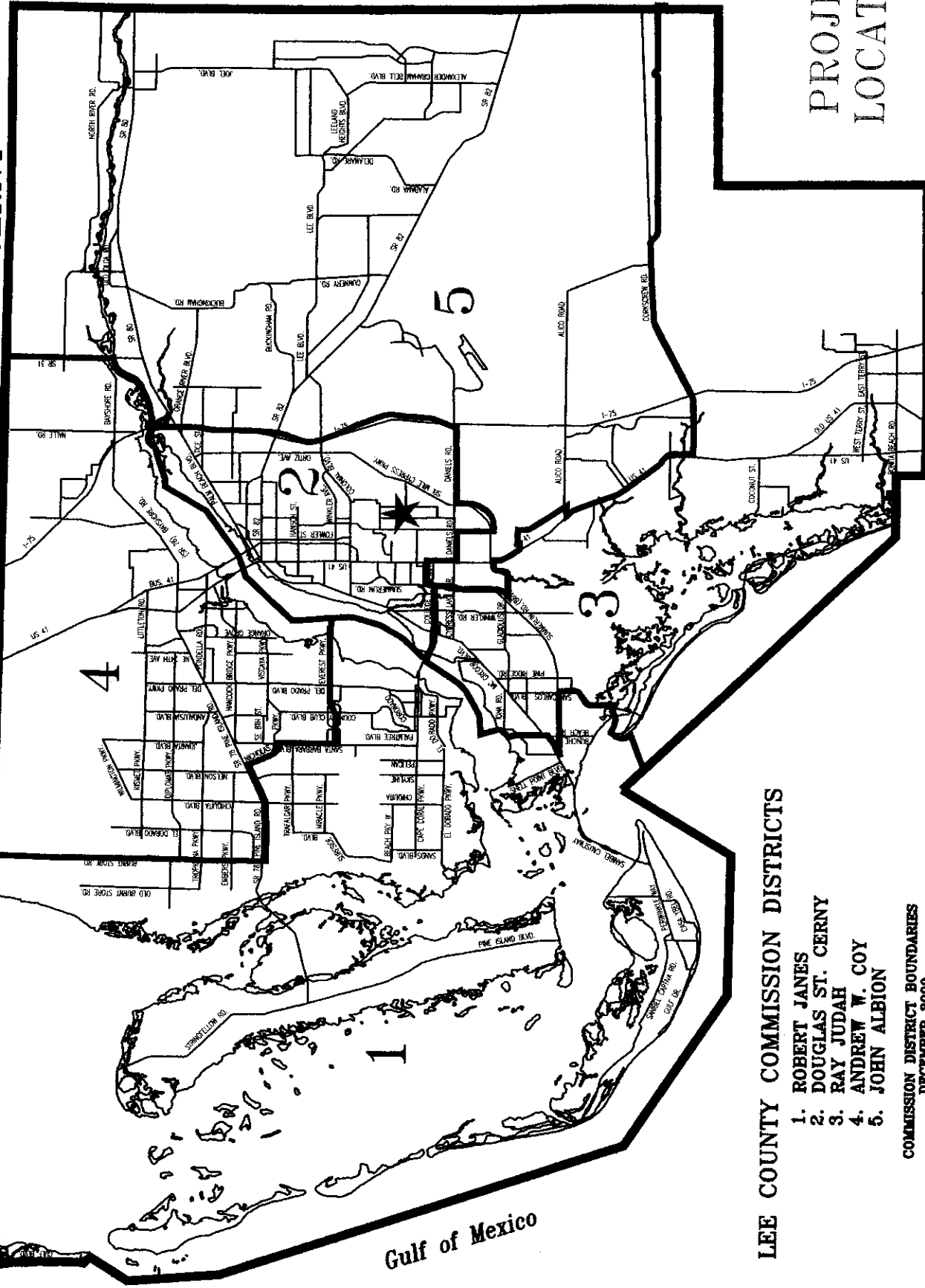
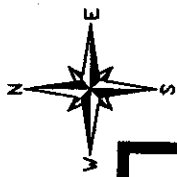


(Signature)

Professional Engineer
(Title)

(Seal of Engineering Firm)

**T.I.B. BANK OF THE KEYS PLAZA
18-45-25-00-00005.003A
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY**



**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

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water systems of TIB BANK OF THE KEYS 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

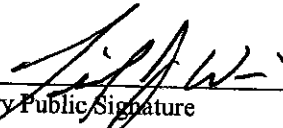
(NAME OF OWNER/CONTRACTOR)

BY: 

(SIGNATURE OF OWNER/CONTRACTOR)

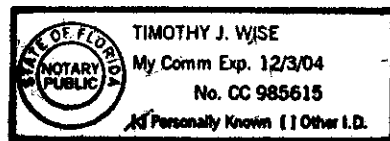
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 13 th day of JULY, 2004 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



(Notary Seal & Commission Number)

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

The undersigned lienor, in consideration of the final payment in the amount of thirty three thousand nine hundred seventy seven dollars and fifty cents (\$33,977.50) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to TIB BANK OF THE KEYS on the job of TIB BANK OF THE KEYS to the following described property:

TIB BANK OF THE KEYS

(Name of Development/Project)

water distribution system

(Facilities Constructed)

12195 METRO PARKWAY

(Location)

18-45-25-00-00005.003A

(Strap # or Section, Township & Range)

(Please provide full name and location of development and a description of the utility system constructed).

Dated on: July 13, 2004

By: 

(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.

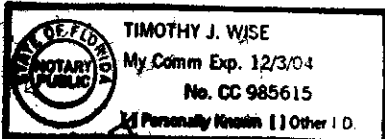
Fax#: (239)274-9505

STATE OF FL)

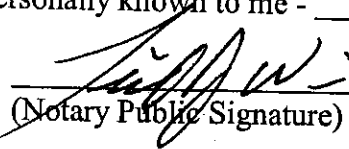
) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 13 th day of JULY, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.



(Notary Seal & Commission Number)



(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:

X

(Signature of Certifying Agent)

STEVEN R. GOBLE PRESIDENT

(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:

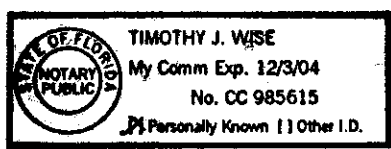
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 13 th day of July, 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

CC 985615
Notary Commission Number



(NOTARY SEAL)

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20041178-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for T.I.B. BANK OF THE KEYS PLAZA project. EASEMENT: T.I.B. BANK OF THE KEYS ACCOUNT NO. OD5360748700.504930

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

COPY

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

Strap Number:

18-45-25-00-00005.003 A

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
by and between TIB BANK OF THE KEYS, 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.

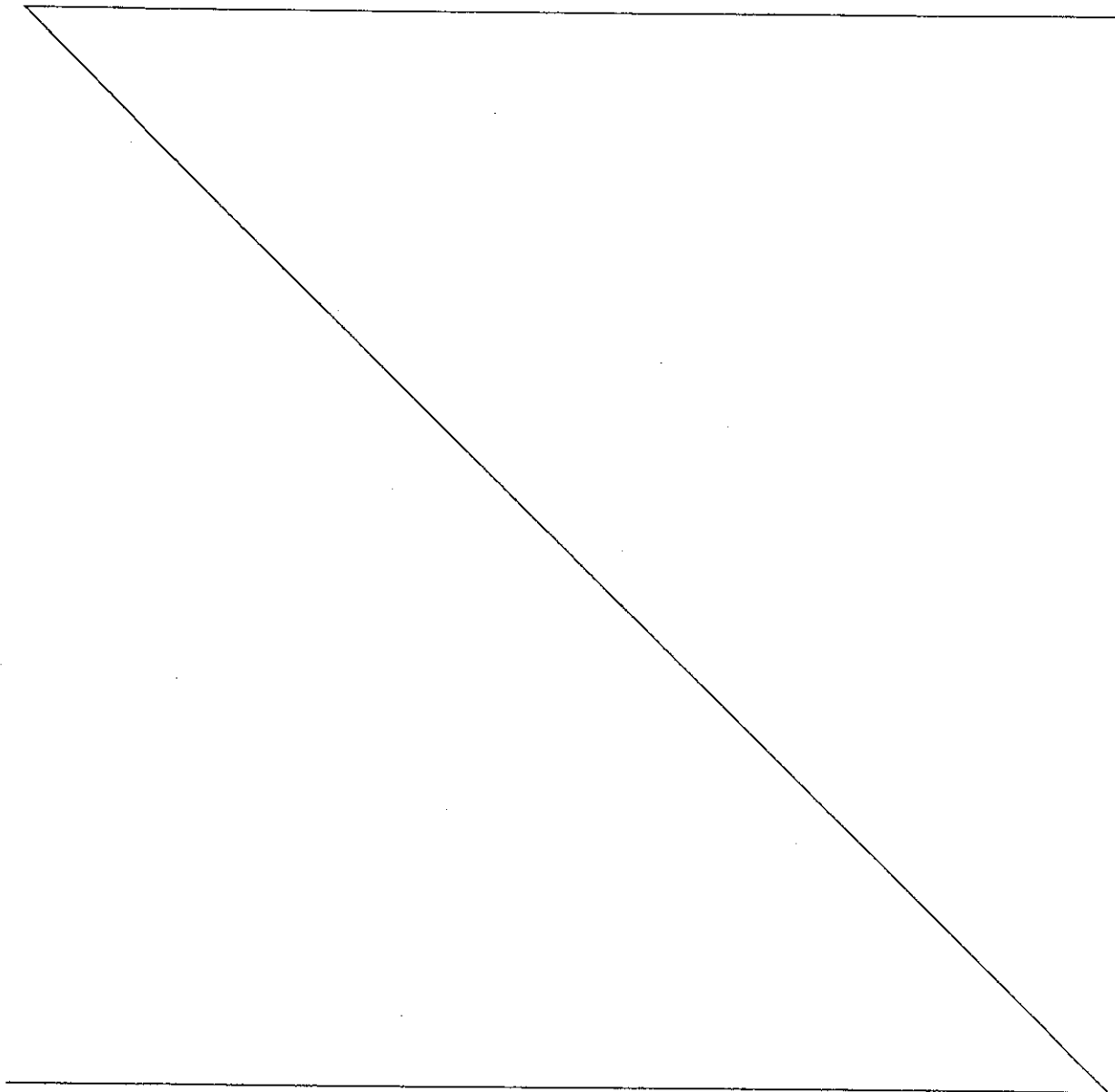
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Rodney Shuckhart
[1st Witness' Signature]

Rodney Shuckhart
[Type or Print Name]

Paula A. Malone
[2nd Witness' Signature]

PAULA A. MALONE
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

EDWARD V. LETT
[Type or Print Name]

CEO & PRESIDENT
[Title]


STATE OF FLORIDA
COUNTY OF Collier

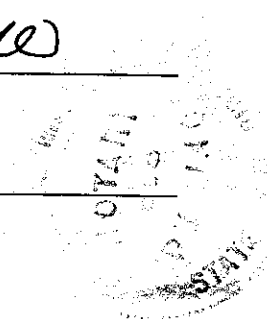
The foregoing instrument was signed and acknowledged before me this 16th day of Sept. 2004 by Ed Lett who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Paula A. Malone
[Signature of Notary]

[Typed or Printed Name]

 Paula A Malone
My Commission CC0981025
Expires November 12, 2004



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



HM PROJECT #2003042
8/6/2004
REF. DWG. #B-4870
PAGE 1 OF 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN N.89°00'36"E. ALONG THE NORTH LINE OF SAID SECTION 18 FOR A DISTANCE OF 769.71 FEET TO A POINT ON THE EAST LINE OF A 12.5 FEET WIDE STRIP FOR DRAINAGE AND UTILITIES CONVEYED WITH THE RIGHT-OF-WAY FOR CANAL ROAD RECORDED IN OFFICIAL RECORD BOOK 1604 AT PAGE 675 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.00°01'25"E. ALONG THE EAST LINE OF SAID STRIP FOR A DISTANCE OF 615.69 FEET; THENCE RUN S.00°39'36"E. ALONG THE EAST LINE OF SAID STRIP, FOR A DISTANCE 269.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.89°20'24"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.00°39'36"E., FOR A DISTANCE OF 4.67 FEET; THENCE RUN N.89°20'24"E., FOR A DISTANCE OF 353.95 FEET; THENCE RUN S.45°40'17"E., FOR A DISTANCE OF 38.69 FEET; THENCE RUN S.00°40'58"E., FOR A DISTANCE OF 330.11 FEET; THENCE RUN N.88°56'50"E., FOR A DISTANCE OF 35.16 FEET; THENCE RUN S.00°40'58"E., FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF TRACT A, CRYSTAL DRIVE (A 100.00 FOOT RIGHT-OF-WAY) OF METRO 88, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, AT PAGES 19 AND 20 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA: THENCE RUN S.88°56'50"W., ALONG SAID TRACT A, FOR A DISTANCE OF 55.16 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 295.05 FEET; THENCE RUN S.89°19'02"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.89°19'02"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 26.91 FEET; THENCE RUN N.45°40'17"W., FOR A DISTANCE OF 22.13 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 302.82 FEET; THENCE RUN S.00°43'35"E., FOR A DISTANCE OF 10.00 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN N.00°43'35"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 52.85 FEET TO A POINT ON THE EAST LINE OF SAID 12.5 FEET WIDE STRIP; THENCE RUN N.00°39'36"W., ALONG THE EAST LINE OF SAID STRIP, FOR A DISTANCE OF 24.67 FEET TO THE POINT OF BEGINNING; CONTAINING 0.372 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE NORTH LINE SECTION 18, TOWNSHIP 45, RANGE 25, LEE COUNTY, FLORIDA AS BEING N.89°00'36"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA



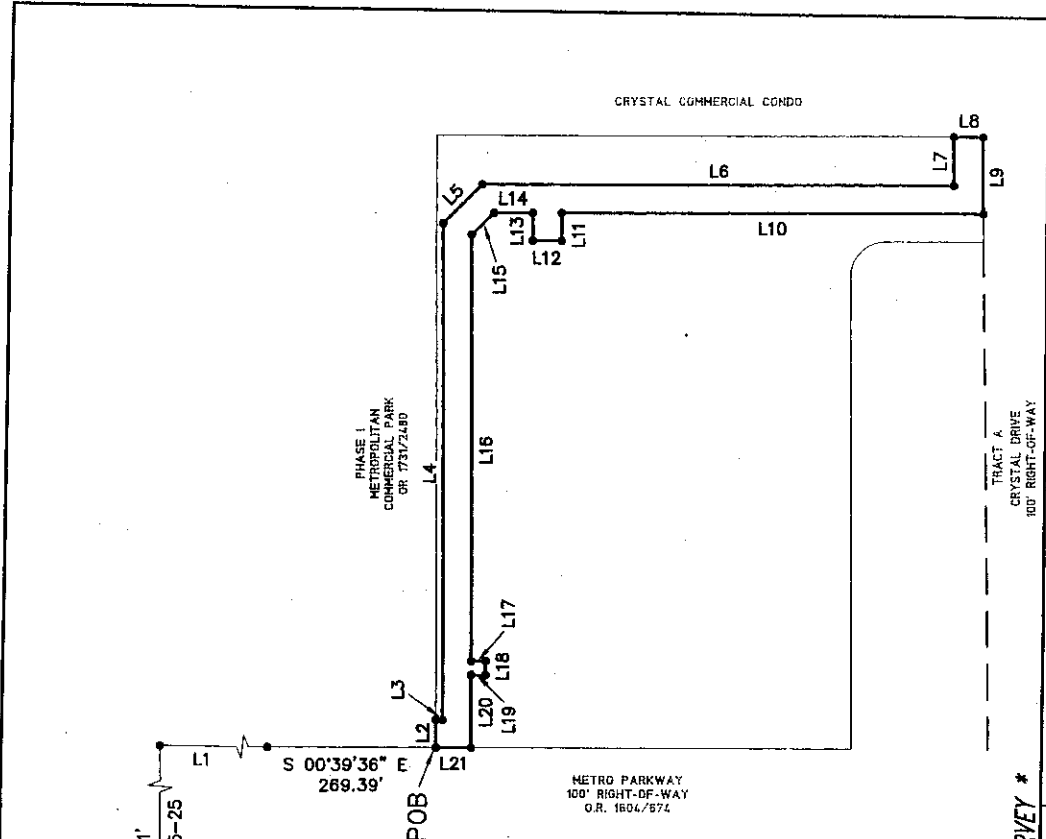
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.



N 89°00'36" E 769.71'
NORTH LINE SECTION 18-45-25
BASIS OF BEARING
POC
NORTHWEST CORNER
SECTION 18-45-25

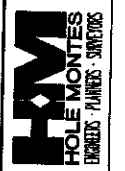
LINE	DIRECTION	DISTANCE
L1	S 00°01'25" E	615.69'
L2	N 89°20'24" E	20.00'
L3	S 00°39'36" E	4.67'
L4	N 89°20'24" E	353.95'
L5	S 45°40'17" E	38.69'
L6	S 00°40'58" E	330.11'
L7	N 88°56'50" E	35.16'
L8	S 00°40'58" E	20.00'
L9	S 88°56'50" W	55.16'
L10	N 00°40'58" W	295.05'
L11	S 89°19'02" W	20.00'
L12	N 00°40'58" W	20.00'
L13	N 89°19'02" E	20.00'
L14	N 00°40'58" W	26.91'
L15	N 45°40'17" W	22.13'
L16	S 89°20'24" W	302.82'
L17	S 00°43'35" E	10.00'
L18	S 89°20'24" W	10.00'
L19	N 00°43'35" W	10.00'
L20	S 89°20'24" W	52.85'
L21	N 00°39'36" W	24.67'

LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING



* NOT A SURVEY *

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No. 1772



SEC-TWR-RSE: 18 - 45 - 25	DATE: 7/04
DRAWN BY: TH	DRAWING NO: B-4870
CHECKED BY: JLR	

PROJECT NO. 03.042
REFERENCE NO. LOU-EASE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

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

Strap Number:

18-45-25-00-00005.003A

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
by and between TIB BANK OF THE KEYS, 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.

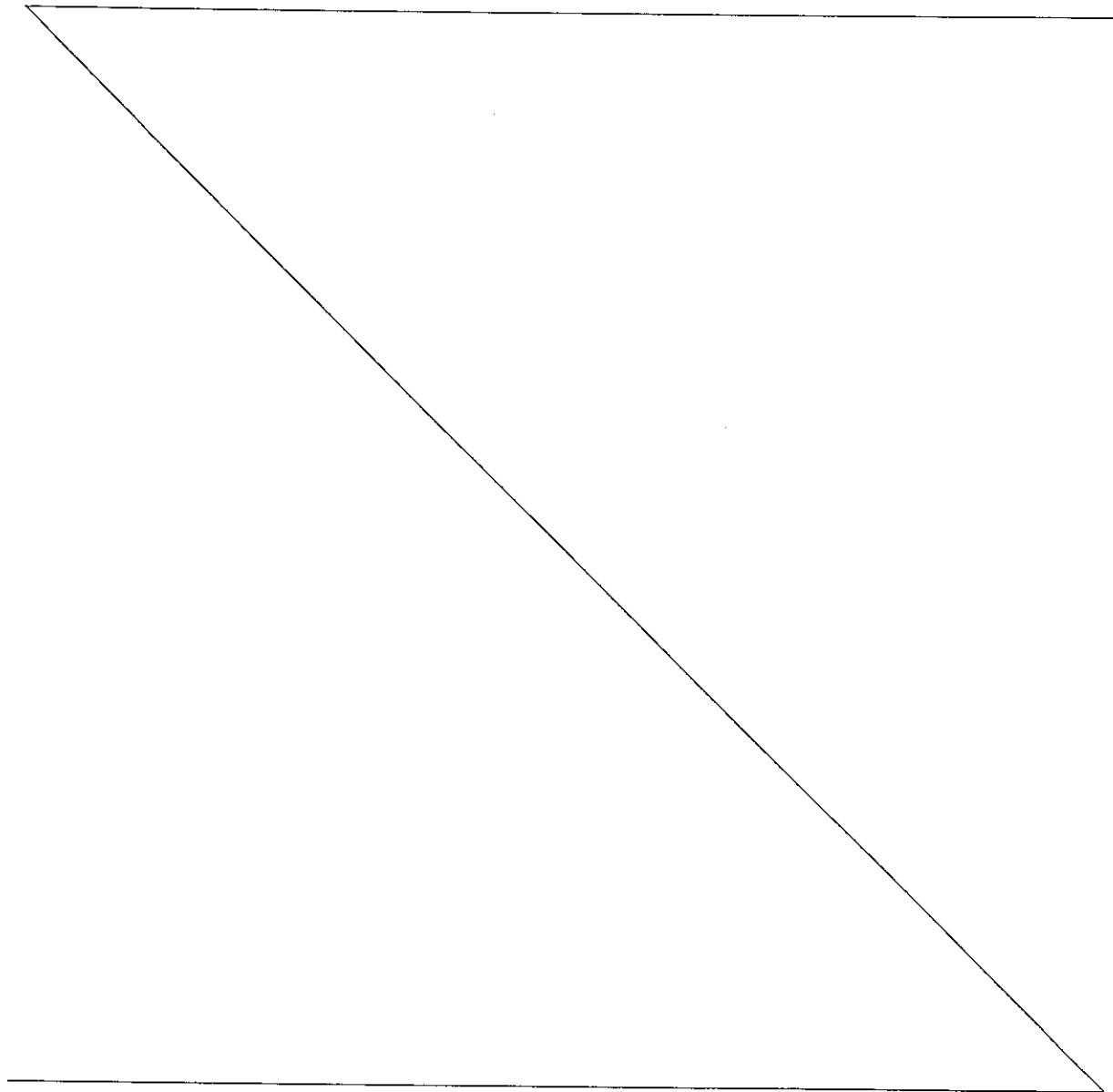
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Rodney Shuckhart
[1st Witness' Signature]

Rodney Shuckhart
[Type or Print Name]

Paula A. Malone
[2nd Witness' Signature]

PAULA A. MALONE
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

EDWARD V. LETT
[Type or Print Name]

CEO & PRESIDENT
[Title]

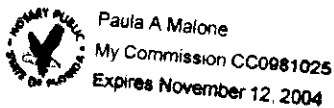
STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 16th day of Sept. 2004 by Ed Lett who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Paula A. Malone
[Signature of Notary]

[Typed or Printed Name]



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



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2003042
8/6/2004
REF. DWG. #B-4870
PAGE 1 OF 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN N.89°00'36"E. ALONG THE NORTH LINE OF SAID SECTION 18 FOR A DISTANCE OF 769.71 FEET TO A POINT ON THE EAST LINE OF A 12.5 FEET WIDE STRIP FOR DRAINAGE AND UTILITIES CONVEYED WITH THE RIGHT-OF-WAY FOR CANAL ROAD RECORDED IN OFFICIAL RECORD BOOK 1604 AT PAGE 675 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.00°01'25"E. ALONG THE EAST LINE OF SAID STRIP FOR A DISTANCE OF 615.69 FEET; THENCE RUN S.00°39'36"E. ALONG THE EAST LINE OF SAID STRIP, FOR A DISTANCE 269.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.89°20'24"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.00°39'36"E., FOR A DISTANCE OF 4.67 FEET; THENCE RUN N.89°20'24"E., FOR A DISTANCE OF 353.95 FEET; THENCE RUN S.45°40'17"E., FOR A DISTANCE OF 38.69 FEET; THENCE RUN S.00°40'58"E., FOR A DISTANCE OF 330.11 FEET; THENCE RUN N.88°56'50"E., FOR A DISTANCE OF 35.16 FEET; THENCE RUN S.00°40'58"E., FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF TRACT A, CRYSTAL DRIVE (A 100.00 FOOT RIGHT-OF-WAY) OF METRO 88, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, AT PAGES 19 AND 20 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA: THENCE RUN S.88°56'50"W., ALONG SAID TRACT A, FOR A DISTANCE OF 55.16 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 295.05 FEET; THENCE RUN S.89°19'02"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.89°19'02"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.00°40'58"W., FOR A DISTANCE OF 26.91 FEET; THENCE RUN N.45°40'17"W., FOR A DISTANCE OF 22.13 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 302.82 FEET; THENCE RUN S.00°43'35"E., FOR A DISTANCE OF 10.00 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN N.00°43'35"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN S.89°20'24"W., FOR A DISTANCE OF 52.85 FEET TO A POINT ON THE EAST LINE OF SAID 12.5 FEET WIDE STRIP; THENCE RUN N.00°39'36"W., ALONG THE EAST LINE OF SAID STRIP, FOR A DISTANCE OF 24.67 FEET TO THE POINT OF BEGINNING; CONTAINING 0.372 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE NORTH LINE SECTION 18, TOWNSHIP 45, RANGE 25, LEE COUNTY, FLORIDA AS BEING N.89°00'36"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA