

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 2004 1275-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, one (1) fire hydrant, one (1) 10" diameter fire line and (1) 3" diameter service serving *The Woodlands at Shell Point Part B-The Parkwood Building*. This is a developer contributed asset project located on the east side of Shell Point Boulevard, approximately 1-1/2 miles north of McGregor Boulevard.

WHY ACTION IS NECESSARY:

To provide potable water service and fire protection to this recently constructed multi-family residential building.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 1

C10T

3. MEETING DATE:

10-26-2004

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: 10/7/04

7. BACKGROUND:

The Board granted permission to construct on 8-5-03, Blue Sheet No. 20030826. 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 for this phase. Sanitary Sewer service is provided by a private on-site sewer collection system which flows in the Lee County Utilities existing infrastructure. Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 03 TOWNSHIP 46 RANGE 23 DISTRICT #1 COMMISSIONER JANES

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

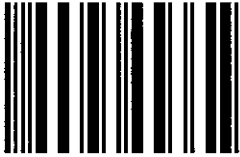
(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: 10-8-04	N/A Date:	N/A Date:	T. Osterhout Date: 10-7	S. Coover Date: 10/14/04	10/11/04	10/14/04	wa conflict	10/11/04	<i>J. Lavender</i> Date: 10-8-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 10/15/04
Time: 4:00
Forwarded To:
Admin
10/15/04

COUNTY ADV
FORWARDED TO:
10/15/04
SPM



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) →

034623000040000

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: CHRISTIAN & MISSIONARY ALLIANCE FOUND. INC.**

Last First MI Corporate Name (if applicable)
15000 SHELL POINT BLVD FT. MYERS FL 33908

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

Month / Day / Year

Sale/Transfer Price

\$ (Round to the nearest dollar.) **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.)

\$ (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:
 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

\$ (Round to the nearest dollar.) **00**

12. Amount of Documentary Stamp Tax

\$ (Round to the nearest dollar.) **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

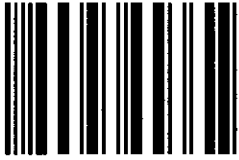
Date

10/2/04

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>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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

034623000040000

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:

CHRISTIAN & MISSIONARY ALLIANCE FOUND. INC.

Last First MI
15000 SHELL POINT BLVD FT. MYERS

Corporate Name (if applicable)
FL 33908

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer):

Last First MI
P. O. BOX 398 FT. MYERS

Corporate Name (if applicable)
FL 33902 (2394798181)

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

\$

. 00

Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed
 Quit Claim Deed

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

YES NO

(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

\$

Cents

. 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/she has any knowledge

Signature of Grantor or Grantee or Agent

Date

10/7/04

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>This copy to Department of Revenue</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"/> <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"/></p> <p>Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/></p> <p style="text-align: center;">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 "Christian & Missionary Alliance Foundation, Inc. ", owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension, one fire hydrant, one 10" diameter fire line, one 3" diameter service) serving **"THE WOODLANDS AT SHELL POINT PART B-THE PARKWOOD BUILDING"**; 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 **\$38,180.00** 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 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

LETTER OF COMPLETION

DATE: August 24, 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/or ~~sewage collection system~~(s) located in _____

SHELL POINT - PARKWOOD BUILDING PERMIT NO. 40788-071-DWC/CG
(Name of Development)

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

- the approved plans
- the revised plans, attached

and:

- the approved specifications
- the revised specifications, attached

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

Very truly yours, FL. REG. NO. 23949

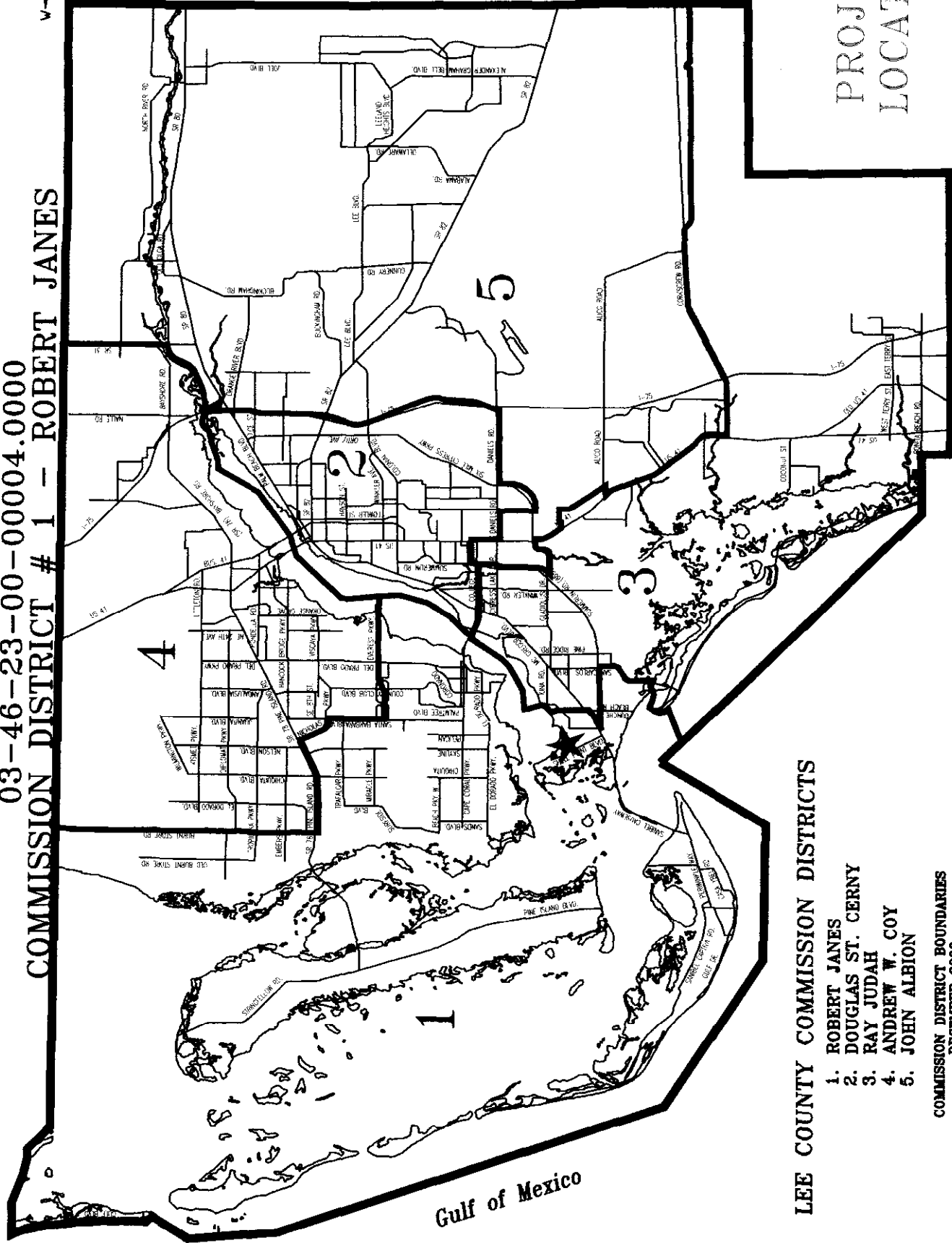
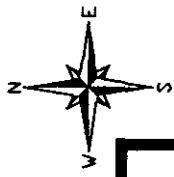
WILLIAM D. HARROP, JR., P.E.
(Owner or Name of Corporation)

William D. Harrop, Jr.
(Signature)

Pres. HARROP ENGINEERING Co.
(Title)

SEAL OF ENGINEERING FIRM

SHELL POINT - THE PARKWOODS
03-46-23-00-00004.0000
COMMISSION DISTRICT # 1 - ROBERT JANES



**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 system of The Parkwood Building at Shell Point 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.

MAJ Contracting, Inc.
(Name of Owner/Contractor)

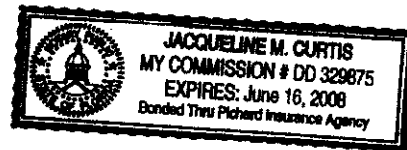
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 22 nd day of SEPT, 2004 by Mark Justice who is personally known to me - _____, and who did take an oath.


Notary Public Signature

Jacqueline M. Curtis
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-eight Thousand One Hundred Eighty and no Dollars(\$38,180.00) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to The Christian and Missionary Alliance Foundation on the job of Parkwood Building to the following described property:

The Parkwood Building at Shell Point
(Name of Development/Project)

water distribution system
(Facilities Constructed)

14200 Woodsong Lane Ft Myers, FL 33908
(Location)

3-46-23-00 00004-0000
(Strap # or Section, Township & Range)

Dated on: September 22, 2004

By: [Signature]
(Signature of Authorized Representative)

MAJ Contracting, Inc.
(Name of Firm or Corporation)

By: Mark Justice
(Print Name of Authorized Representative)

10920 Wiles Rd.
(Address of Firm or Corporation)

Title: President

Coral Springs, FL 33076-
(City, State & Zip Of Firm Or Corporation)

Phone #: (954)344-4330 Ext.

Fax#: (954)344-4220

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 22 nd day of September, 2004 by Mark Justice who is personally known to me - _____, and who did take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Jacqueline M. Curtis
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: The Parkwood Building at Shell Point

STRAP NUMBER: 3--46-23-00- 00004 0000

LOCATION: 14200 Woodsong Lane Ft Myers, FL 33908

OWNER'S NAME: (as shown on Deed) The Christian Missionary Alliance Foundation, Inc.

OWNER'S ADDRESS: 14200 Woodsong Lane Ft Myers, FL 33908

OWNER'S ADDRESS: , -

TYPE UTILITY SYSTEM: POTABLE WATER

(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.

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

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
CL-50 DIP WATER MAIN	4"	13.0	LF	\$15.00	\$195.00
CL-50 DIP WATER MAIN	6"	255.0	LF	\$23.00	\$5,865.00
CL-50 DIP WATER MAIN	12"	126.0	LF	\$42.00	\$5,292.00
STEEL CASING	24"	60.0	LF	\$25.00	\$1,500.00
STEEL CASING	16"	153.0	LF	\$20.00	\$3,060.00
GATE VALVE	6"	1.0	EA	\$550.00	\$550.00
GATE VALVE	12"	1.0	EA	\$1,550.00	\$1,550.00
ASSORTED FITTINGS -- PIPE TEE	4" x 12"	1.0	EA	\$98.00	\$98.00
ASSORTED FITTINGS PIPE TEE	6" x 12"	1.0	EA	\$100.00	\$100.00
ASSORTED FITTINGS REDUCER	10" x 12"	1.0	EA	\$100.00	\$100.00
ASSORTED FITTINGS CAP	6"	1.0	EA	\$50.00	\$50.00
WATER METER ASSEMBLY (with 4"x3" Reducer)	3"	1.0	EA	\$14,480.00	\$14,480.00
FIRE HYDRANT ASSEMBLY	6"	1.0	EA	\$2,950.00	\$2,950.00
OS & Y VALVE ASSEMBLY	10"	1.0	EA	\$6,000.00	\$6,000.00
TOTAL					\$38,180.00

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]
(Signature of Certifying Agent)

Anthony Stefanacci
(Name & Title of Certifying Agent)

MAJ Contracting, Inc.
(Name of Firm or Corporation)

10920 Wiles Rd. Coral Springs, FL 3307
(Address of Firm or Corporation)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 22 nd day of September, 2004 by Anthony Stefanacci who has produced the following as identification - Driver's License , and who did take an oath.

[Signature]
Notary Public Signature

Jacqueline M. Curtis
Printed Name of Notary Public

DD 329875
Notary Commission Number



(NOTARY SEAL)

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

Strap Number:

03-46-23-00-00004.0000

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 __*__, Owner, hereinafter referred to as GRANTOR(S), and
LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as
GRANTEE.

* The Christian and Missionary Alliance Foundation, Inc.
d/b/a/Shell Point Retirement Community

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.

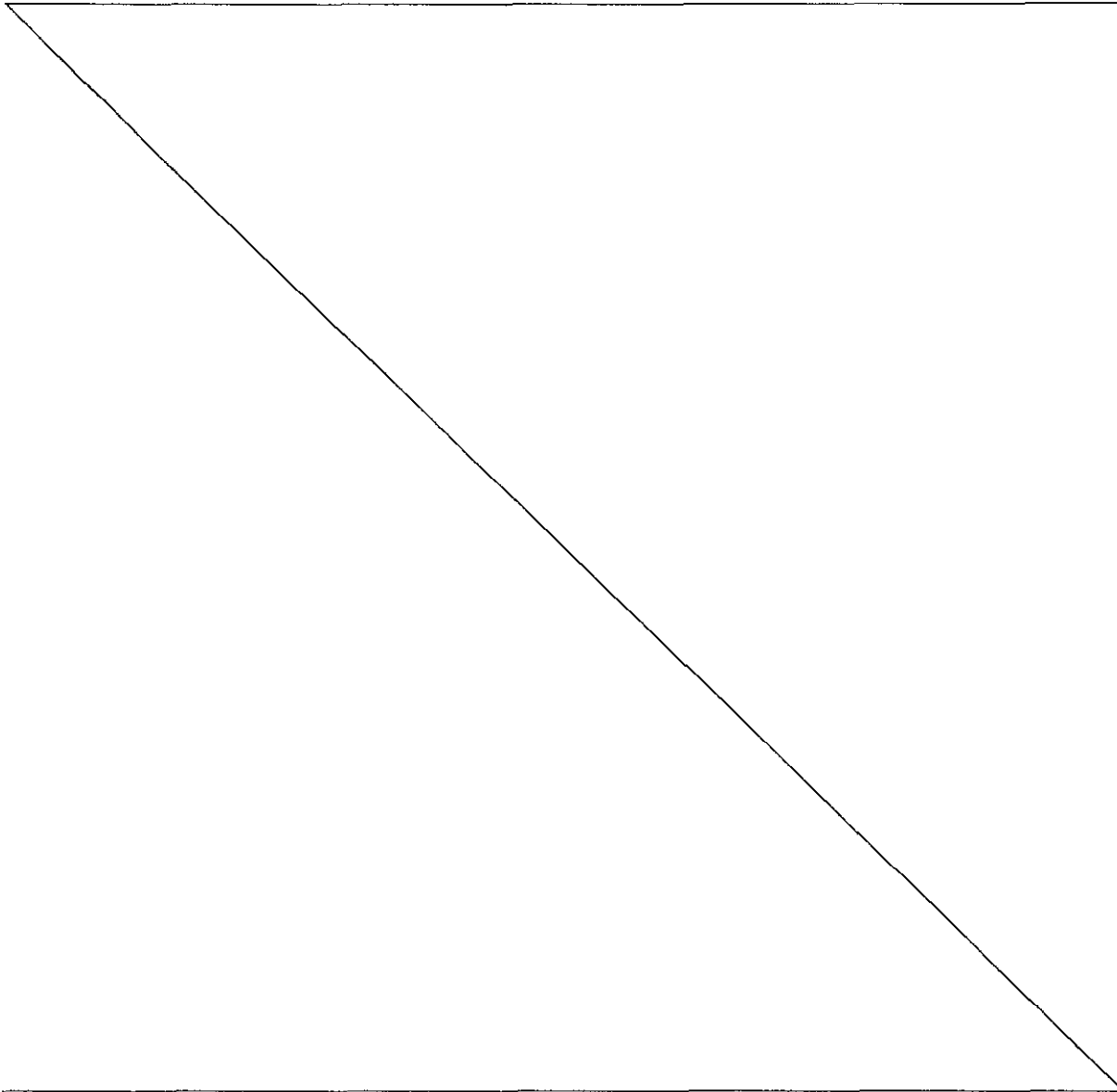
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Cindy O'Grady
[1st Witness' Signature]

CINDY O'GRADY
[Type or Print Name]

Donna D. Dittmer
[2nd Witness' Signature]

DONNA DITTMER
[Type or Print Name]

BY: *Peter Dys*
[Signature Grantor's/Owner's]

Peter Dys
[Type or Print Name]

President.
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 13th day of Sept 2004 by Peter Dys who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Carol A. Young
[Signature of Notary]

Carol A. Young
[Typed or Printed Name]

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

ATTEST:
CHARLIE GREEN, CLERK

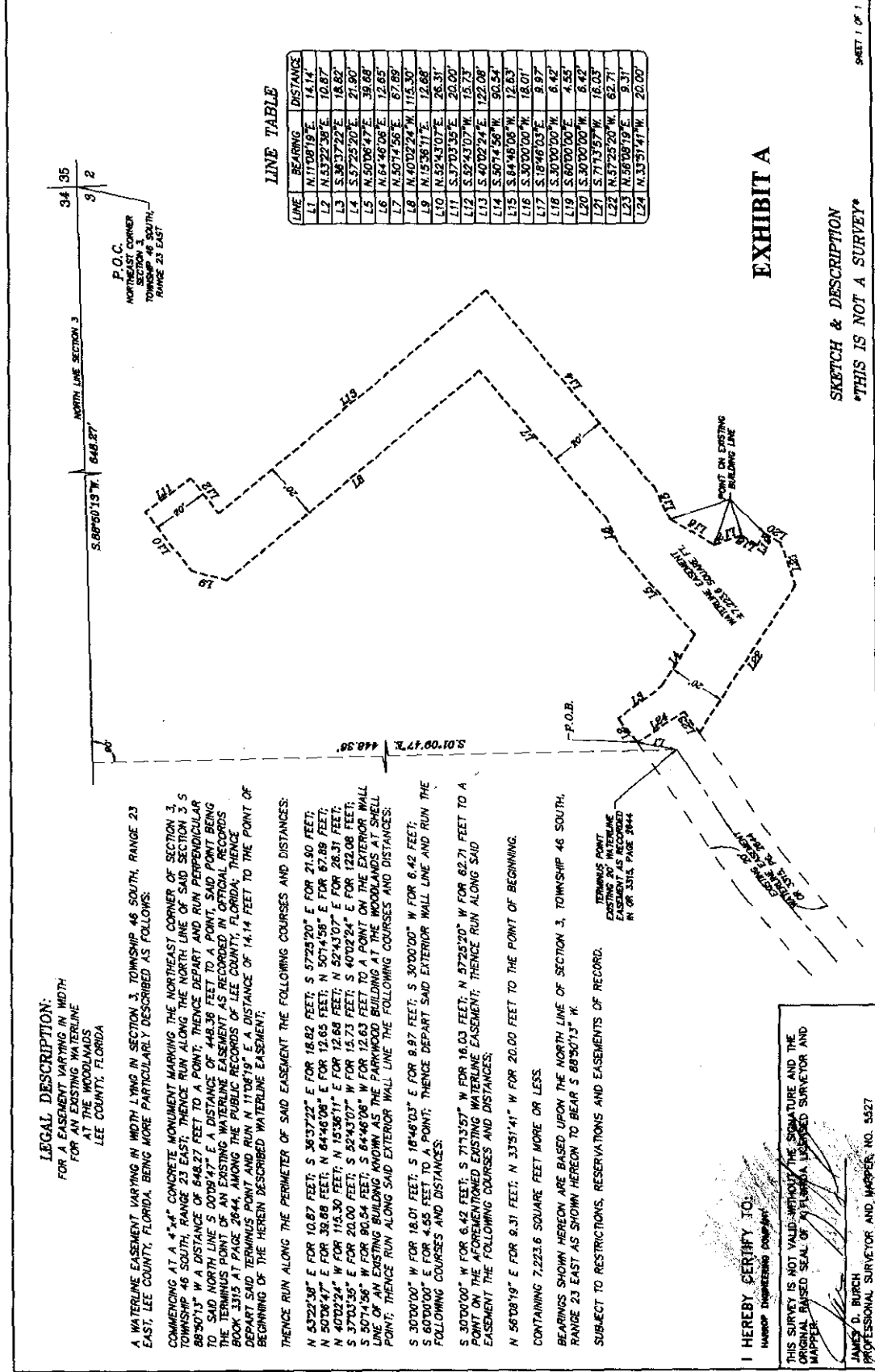
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 11°08'19" E	14.14'
L2	N 83°22'38" E	10.87'
L3	S 38°31'22" E	18.82'
L4	S 57°25'20" E	21.90'
L5	N 50°08'47" E	39.68'
L6	N 64°46'08" E	12.65'
L7	N 50°14'56" E	67.89'
L8	N 40°02'24" W	115.30'
L9	N 15°38'11" E	12.68'
L10	N 52°43'07" E	26.31'
L11	S 37°03'35" E	20.00'
L12	S 59°43'07" W	15.73'
L13	S 40°02'24" E	122.08'
L14	S 30°14'58" W	90.54'
L15	S 30°00'00" W	12.63'
L16	S 18°46'03" E	18.01'
L17	S 18°46'03" E	9.97'
L18	S 30°00'00" W	6.42'
L19	S 60°00'00" E	4.55'
L20	S 30°00'00" W	6.42'
L21	S 71°33'57" W	16.03'
L22	N 57°25'20" W	82.71'
L23	N 58°08'19" E	9.31'
L24	N 33°51'41" W	20.00'

LEGAL DESCRIPTION:
FOR AN EASEMENT VARYING IN WIDTH
FOR AN EXISTING WATERLINE
AT THE WOODLANDS
LEE COUNTY, FLORIDA

A WATERLINE EASEMENT VARYING IN WIDTH LYING IN SECTION 3, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"x4" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 23 EAST; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 3 S 88°50'13" W A DISTANCE OF 648.27 FEET TO A POINT; THENCE DEPART AND RUN PERPENDICULAR TO SAID NORTH LINE S 00°19'47" E A DISTANCE OF 448.38 FEET TO A POINT, SAID POINT BEING THE TERMINUS POINT OF AN EXISTING WATERLINE EASEMENT AS RECORDED IN ORIGINAL RECORDS BOOK 3315 AT PAGE 2844, AMONG THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE DEPART SAID TERMINUS POINT AND RUN TO THE POINT OF BEGINNING OF SAID WATERLINE EASEMENT;

THENCE RUN ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING COURSES AND DISTANCES:

N 53°22'38" E FOR 10.87 FEET; S 36°37'22" E FOR 18.82 FEET; S 57°25'20" E FOR 21.90 FEET; N 50°14'56" E FOR 39.68 FEET; N 64°46'08" E FOR 12.65 FEET; N 50°14'56" E FOR 67.89 FEET; N 40°02'24" W FOR 115.30 FEET; N 15°38'11" E FOR 12.68 FEET; N 52°43'07" E FOR 26.31 FEET; S 37°03'35" E FOR 20.00 FEET; S 59°43'07" W FOR 15.73 FEET; S 40°02'24" E FOR 122.08 FEET; S 30°14'58" W FOR 90.54 FEET; S 30°00'00" W FOR 12.63 FEET; S 18°46'03" E FOR 18.01 FEET; S 18°46'03" E FOR 9.97 FEET; S 30°00'00" W FOR 6.42 FEET; S 60°00'00" E FOR 4.55 FEET; S 30°00'00" W FOR 6.42 FEET; S 71°33'57" W FOR 16.03 FEET; N 57°25'20" W FOR 82.71 FEET TO A POINT ON THE AFOREMENTIONED EXISTING WATERLINE EASEMENT; THENCE RUN ALONG SAID EASEMENT THE FOLLOWING COURSES AND DISTANCES:

N 58°08'19" E FOR 9.31 FEET; N 33°51'41" W FOR 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,223.6 SQUARE FEET MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 23 EAST, AS SHOWN HEREON TO BEAR S 88°50'13" W.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

TERMINUS POINT
EXISTING 20" WATERLINE
EASEMENT AS RECORDED
IN OR 3315, PAGE 2844

POINT ON EXISTING
BUILDING LINE

I HEREBY CERTIFY TO:
HARROP ENGINEERING COMPANY

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

JAMES D. BURCH
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5527

EXHIBIT A

SKETCH & DESCRIPTION
THIS IS NOT A SURVEY

TO: LEE COUNTY FINANCE DEPARTMENT

V#111463
BS 20041275-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 SHELL POINT-THE PARKWOODS
project.

EASEMENT: CHRISTAIN & MISSIONARY ALLIANCE FOUNDATION, INC.
ACCOUNT NO. OD5360748700.504930 D/B/A SHELL POINT RETIREMENT COMMUNITY
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE Signature Authorization
10-07-04

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:

03-46-23-00-00004.0000

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 __*__, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

* The Christian and Missionary Alliance Foundation, Inc.
d/b/a Shell Point Retirement Community

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.

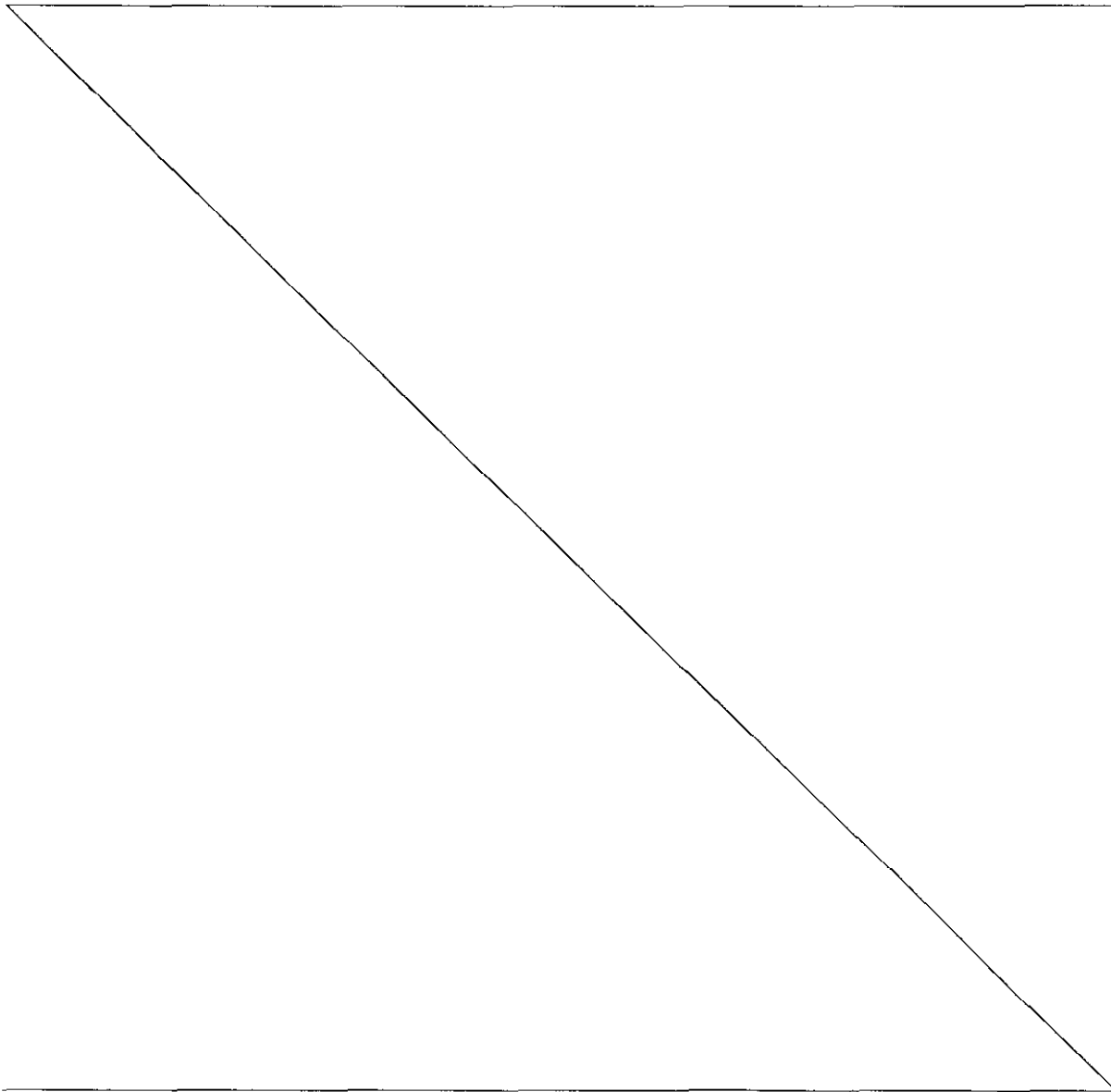
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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



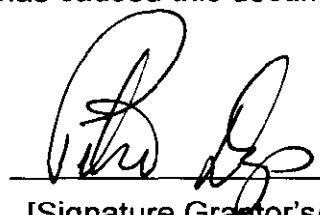
IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Cindy O'Grady
[1st Witness' Signature]

CINDY O'GRADY
[Type or Print Name]

Donna D. Dittmer
[2nd Witness' Signature]

DONNA DITTMER
[Type or Print Name]

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

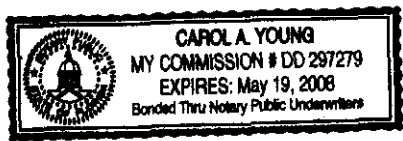
Peter Dys
[Type or Print Name]

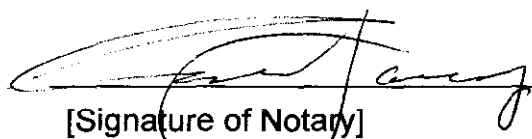
President.
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 13th day of Sept 2004 by Peter Dys who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]




[Signature of Notary]

CAROL A. YOUNG
[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