

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20041276 -UTIL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation for a water main extension serving *Palm Beach Professional Center, Phase 1*. This is a Developer contributed asset project located on the south side of Palm Beach Boulevard approximately 725' east of Buckingham Road.

WHY ACTION IS NECESSARY: Provides potable water service and fire protection to this phase of the commercial project.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

C10D

3. MEETING DATE: 11-02-2004

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: 10/14/04


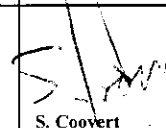

7. BACKGROUND:

The Board granted permission to construct on 08/26/03, Blue Sheet #20030940.
 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.
 Record Drawings 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 applicable connection/capacity fees have been paid.
 Sanitary sewer service will be provided by Lee County Utilities via a recently constructed privately owned and maintained on-site sewer system connecting to existing Lee County Utilities' infrastructure located adjacent to this parcel.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 28 TOWNSHIP 43S RANGE 26E 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	
 J. Lavender Date: 10-16-04	N/A	N/A	P.O. T. Osterhout Date: 10/14	 S. Coovert Date: 10/15/04	J.L.W. 10-18-04	10/18/04 J.L.W.	J.L.W. 10/18/04	J.L.W. 10/19/04	 J. Lavender Date: 10-15-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 10/15/04
 Time: 4:10

Forwarded to:
 Co. Admin
 10/15/04

RECEIVED BY
 COUNTY ADMIN: JM
 10/15/04
 4:40 PM
 COUNTY ADMIN
 FORWARDED TO: JM



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) →

2843260000010003D

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: PALM BEACH PROFESSIONAL PARK, LLC

Last First MI Corporate Name (if applicable)
28331 S TAMiami TRL-#16 BONITA SPRGS FL 34134

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

Month / Day / Year

\$ (Round to the nearest dollar.)

Property
 Located In

Lee

6. Type of Document

Contract/Agreement
 for Deed
 Warranty
 Deed

Other

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

YES / NO

(Round to the nearest dollar.) \$

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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

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 10/14/04

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
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

2843260000010003D

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: PALM BEACH PROFESSIONAL PARK, LLC

Last First MI
28331 S TAMiami TRl-#16

BONITA SPRGS

Corporate Name (if applicable)
FL 34134

Mailing Address City State
RICK DIAZ, P.E. UTIL. DIR.

Zip Code Phone No.
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

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

\$

Cents

. 00

\$

0.00

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

10/14/04

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	
This copy to Department of Revenue			
O. R. Book and Page Number and File Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Month	Day	Year

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 "Palm Beach Professional Park, LLC ", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension) serving **"PALM BEACH PROFESSIONAL CENTER, PHASE 1"**; 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 **\$19,552.80** 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: 7/2/2004

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 sanitary sewer system located in
Palm Beach Professional Center, Phase 1

(Name of Development)

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

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

**Bacteriological Test and Pressure Test(s) - Water Main and Pressure Test(s) - Force Main and
Lift Station Start-up**

*ONLY THE WATER SYSTEM IS TO BE CONVEYED
TO LEE COUNTY.*

Very truly yours,

R.J. Ward, P.E.

(Owner or Name of Corporation)



(Signature)

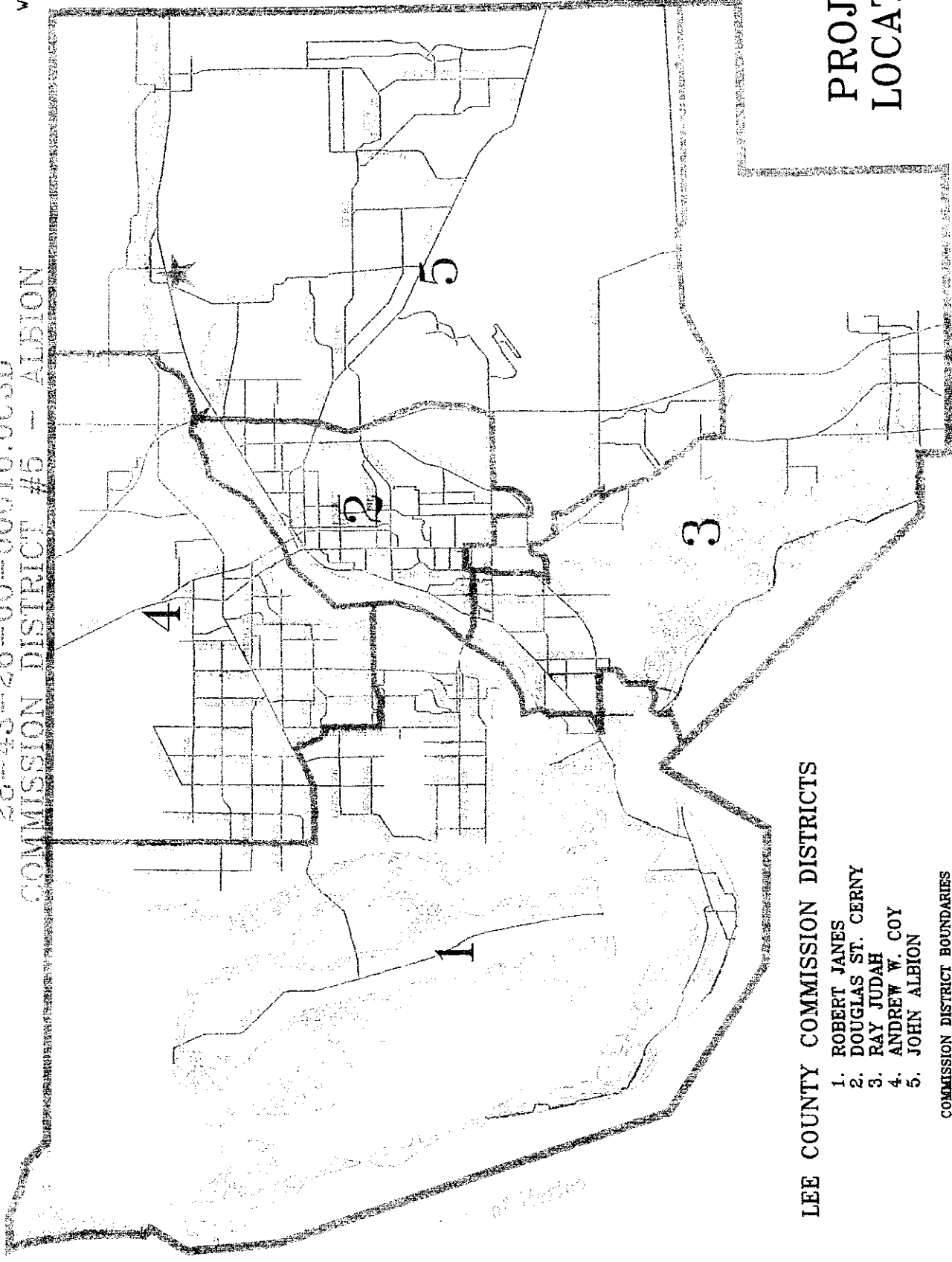
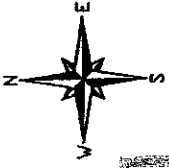
President, Spectrum Engineering, Inc.

(Title)

(Seal of Engineering Firm)



PALM BEACH PROFESSIONAL CENTER - PHASE I
28-43-26-00-00010.003D
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

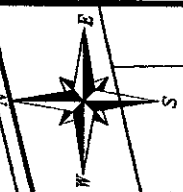
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

PALM BEACH PROFESSIONAL CENTER - PHASE I

COMMISSION DISTRICT #5 - ALBION



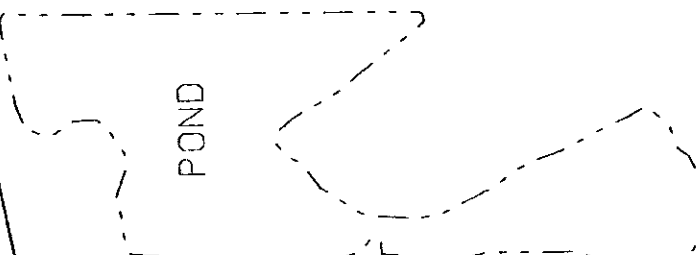
PALM BEACH BLVD (SR 80)

SUBJECT PARCEL

00010
003D

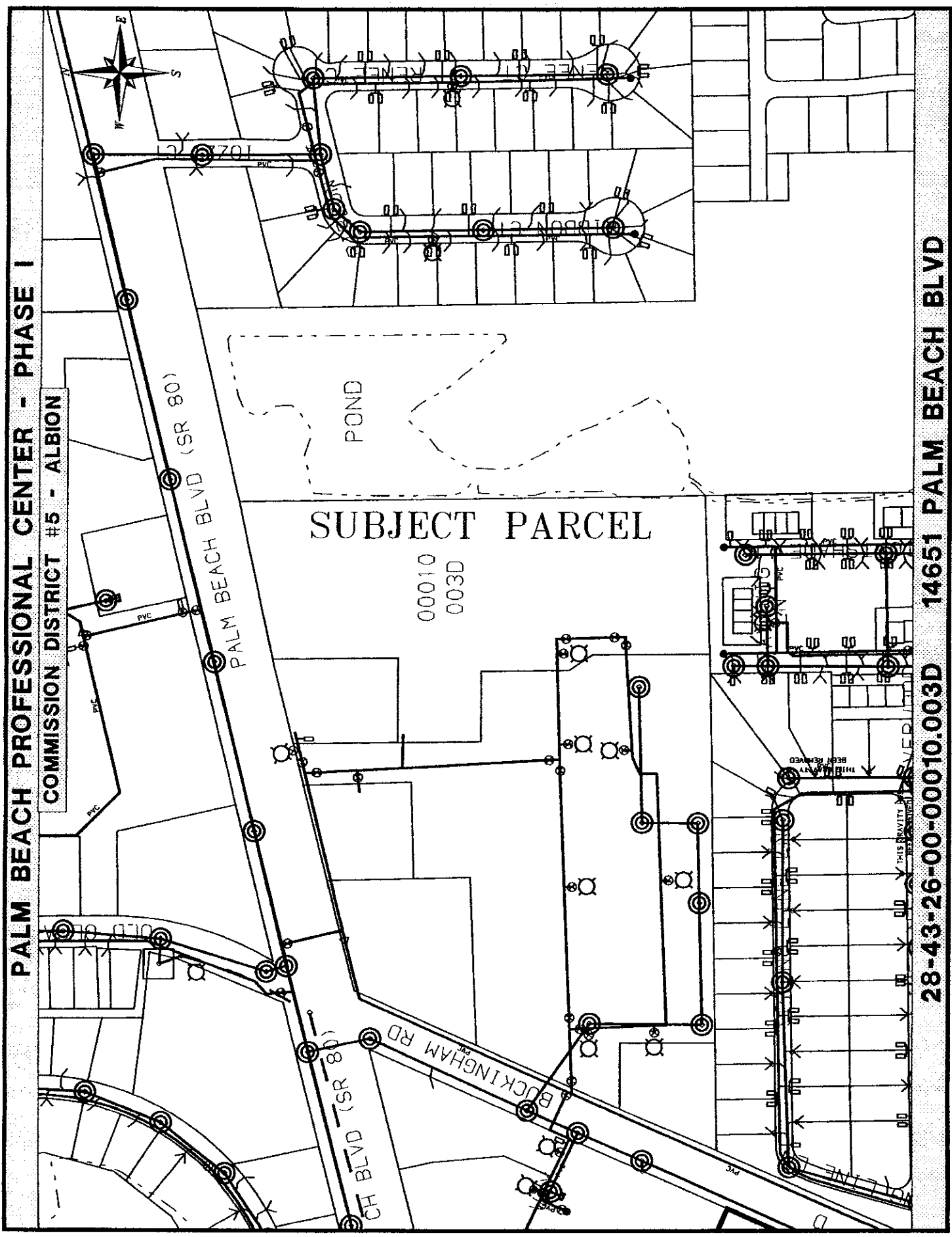
CH BLVD (SR 80)

BUCKINGHAM RD



POND

28-43-26-00-00010.003D 14651 PALM BEACH BLVD



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the PHASE 1 water systems of PALM BEACH PROFESSIONAL CENTER 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.

HALEAKALA CONSTRUCTION, INC.
(NAME OF OWNER/CONTRACTOR)

BY: [Signature]
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 15 th day of JUNE, 2004 by BRENDA K. MERCHANT who has produced the following as identification - PERSONALLY KNOWN , and who did not take an oath.

[Signature]
Notary Public Signature

LINDA MAHON
Printed Name of Notary Public

(Notary Seal & Commission Number)

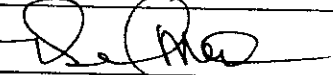
 **Linda Mahon**
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

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

The undersigned lienor, in consideration of the final payment in the amount of NINE TEEN THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND EIGHTY CENTS (\$19,552.80) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to PALM BEACH PROFESSIONAL PARK on the job of PHASE 1 PALM BEACH PROFESSIONAL CENTER to the following described property:

<u>PALM BEACH PROFESSIONAL CENTER – PHASE 1</u> (Name of Development/Project)	<u>water distribution system</u> (Facilities Constructed)
<u>14651 PALM BEACH BLVD. FT.MYERS</u> (Location) (Please provide full name and location of development and a description of the utility system constructed).	<u>28-43-26-000010.003D</u> (Strap # or Section, Township & Range)

Dated on: June 15, 2004

By: 
(Signature of Authorized Representative)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

By: BRENDA K. MERCHANT
(Print Name of Authorized Representative)

5758 TAYLOR ROAD
(Address of Firm or Corporation)

Title: AUTHORIZED AGENT

NAPLES, FL 34109-1829
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)598-9418 Ext.

Fax#: (239)598-9418



STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 15 th day of JUNE, 2004 by BRENDA K. MERCHANT who has produced the following as identification - PERSONALLY KNOWN , and who did not take an oath.


(Notary Public Signature)

(Notary Seal & Commission Number)

LINDA MAHON
(Printed Name of Notary Public)


Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.
 **LEE COUNTY**
SOUTHWEST FLORIDA
(Forms – Waiver of Lien – Revised December 2002)



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)

BRENDA K. MERCHANT AUTHORIZED AGENT
(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

5758 TAYLOR ROAD
(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 15 th day of JUNE, 2004 by BRENDA K. MERCHANT who has produced the following as identification - PERSONALLY KNOWN , and who did not take an oath.

[Signature]
Notary Public Signature

LINDA MAHON
Printed Name of Notary Public

DD 177119
Notary Commission Number

(NOTARY SEAL)

 **Linda Mahon**
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20041276-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for PALM BEACH PROFESSIONAL CENTER, PHASE 1 project.

ACCOUNT NO. OD5360748700.504930 EASEMENT: PALM BEACH PROFESSIONAL PARK, LLC
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES



SUE GULLEDGE Signature Authorization
10-13-04

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

COPY

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

Strap Number:

28-43-26-00-00010.003D

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____ 20__, by and between PALM BEACH PROFESSIONAL PARK, 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.

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

[Signature]
[1st Witness' Signature]

JESSICA SETTLE
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

S.D. LAMATRICE
[Type or Print Name]

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

ROBERT D'ANDREA
[Type or Print Name]

MANAGING MEMBER
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 31st day of AUGUST 2004, by _____ who produced the following as identification DRIVER LICENSE or is personally know to me, and who did/did not take an oath.

[stamp or seal]


[Signature]
[Signature of Notary]

[Typed or Printed Name]



S. Dawn Lamatrice
Commission # CC 991557
Expires Feb. 17, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A


R. J. WARD, PE 34934
1342 COLONIAL BLVD. #31
FORT MYERS, FL 33907
8/30/14

DESCRIPTION:

AN EASEMENT LYING WITHIN AND ACROSS THE FOLLOWING DESCRIBED PARCEL

PARENT PARCEL

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 28; THENCE N.00°49'38"W ALONG THE EAST LINE OF SAID SECTION 28 FOR 590.94 FEET; THENCE S.89°00'46"W. ALONG THE NORTH LINE OF THE FORMER SEABOARD ALL FLORIDA RAILROAD FOR 3703.74 FEET; THENCE N.00°59'14"W. FOR 100.00 FEET; THENCE S.89°00'46"W. FOR 354.48 FEET TO THE EASTERLY RIGHT OF WAY OF BUCKINGHAM ROAD; THENCE N.24°31'32"E. ALONG SAID EASTERLY RIGHT OF WAY OF BUCKINGHAM ROAD (100.00 FEET WIDE) FOR 2713.49 FEET; THENCE EAST FOR 355.83 FEET; THENCE NORTH FOR 301.21 FEET TO THE SOUTH RIGHT OF WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD); THENCE N.77°09'23"E. ALONG SAID SOUTHERLY RIGHT OF WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD 150.00 FEET WIDE) 482.93 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE N.77°09'23"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 337.39 FEET; THENCE S.00°49'38"E. FOR 959.85 FEET; THENCE S.89°10'22"W. FOR 330.00 FEET; THENCE N.00°49'38"W. FOR 235.00 FEET; THENCE N.41°22'39"W. FOR 46.10 FEET; THENCE N.00°49'38"W. FOR 195.00 FEET; THENCE S.89°10'22"W. FOR 150.00 FEET; THENCE N.00°49'38"W. FOR 174.58 FEET; THENCE N.89°10'22"E. FOR 180.00 FEET; THENCE N.00°49'38"W. FOR 250.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.87 ACRES, MORE OR LESS.

SAID PARCEL SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, AND RESTRICTIONS.

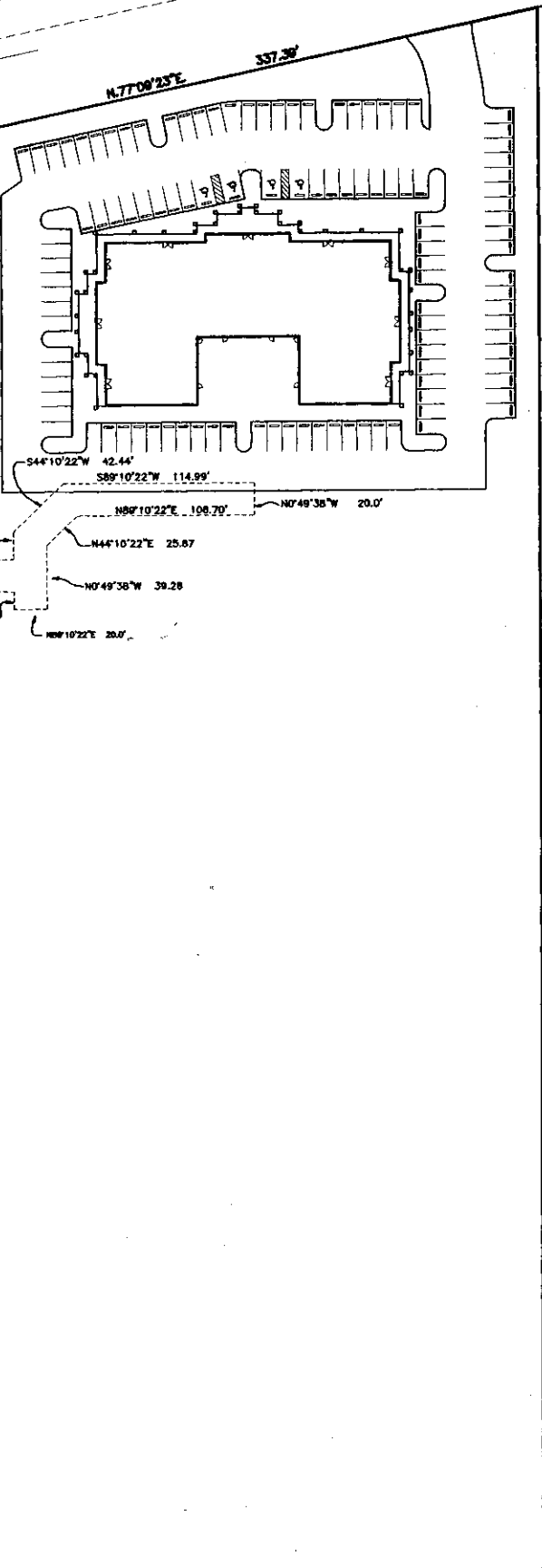
EASEMENT

STARTING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED PARCEL; THENCE S.00°49'38"E. FOR 250.00 FEET; THENCE S.89°10'22"W. FOR 180.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT; THENCE S 0°49'38" E FOR 19.18 FEET, THENCE S 45°49'38" E FOR 22.39 FEET, THENCE N 89°10'22" E FOR 176.21 FEET, THENCE S0°49'38" E FOR 10.74 FEET, THENCE N 89°10'22" E FOR 20.00 FEET, THENCE N 0°49'38" W FOR 39.26 FEET, THENCE N 44°10'22" E FOR 25.87 FEET, THENCE N 89°10'22" E FOR 106.70 FEET, THENCE N 0°49'38" W FOR 20.00 FEET, THENCE S 89°10'22" W FOR 114.99 FEET, THENCE S 44°10'22" W FOR 42.44 FEET, THENCE S 0°49'38" E FOR 16.80 FEET, THENCE S 89°10'22" W 167.92 FEET, THENCE N 45°49'38" W 21.23 FEET, THENCE S 89°10'22" W 9.10 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT.

PALM BEACH BLVD. (S.R. 80)
150' R/W

N.77°08'23"E 337.38'

POINT OF BEGINNING OF THE PARENT PARCEL



POINT OF BEGINNING OF THE EASEMENT

N.89°10'22"E 180.00'

N.07°49'38"W 174.58'
S.09°10'22"W 150.00'

N.07°49'38"W 185.00'

N.77°08'23"E 89.75'

N.07°49'38"W 225.00'

S.89°10'22"W 330.03'

S.07°49'38"E 399.85'

F. J. WARD, P.E. 34994
1342 COLONIAL BLVD. #31
FORT MYERS, FL 33907

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

Strap Number:

28-43-26-00-00010.003D

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between PALM BEACH PROFESSIONAL PARK, 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, 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.

[Signature]
[1st Witness' Signature]

JESSICA SETTLE
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

S.D. LAMATRICE
[Type or Print Name]

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

ROBERT D. ANDREA
[Type or Print Name]

MANAGING MEMBER
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 31ST day of AUGUST 2011, by _____ who produced the following as identification DRIVER LICENSE or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature]
[Signature of Notary]

[Typed or Printed Name]

 S. Dawn Lamatrice
Commission # CC 991557
Expires Feb. 17, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

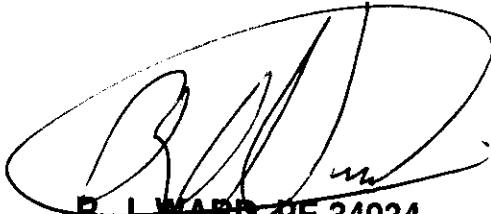
BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

EXHIBIT A


R. J. WARD, PE 34934
1342 COLONIAL BLVD. #31
FORT MYERS, FL 33907
8/30/14

DESCRIPTION:

AN EASEMENT LYING WITHIN AND ACROSS THE FOLLOWING DESCRIBED PARCEL

PARENT PARCEL

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

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