

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20041575-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of one (1) 8" diameter fire line serving *HILL, BARTH & KING A/K/A REFLECTION LAKES COMMERCIAL CENTER, LOT 8*. This is a Developer Contributed asset project located on the west side of Summerlin Lakes Drive, approximately 1,500 feet south of Cypress Lake Drive.

WHY ACTION IS NECESSARY:

To provide fire protection and to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

C10B

3. MEETING DATE:

01-11-2005

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 Dial, P.E., Utilities Director
- DATE: 12/16/04

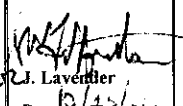
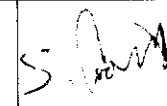
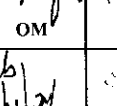
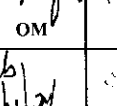
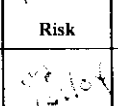
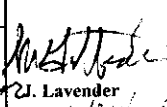
7. BACKGROUND:

Fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided. The installation has been inspected for conformance to the Lee County Utilities' Operations manual. Satisfactory pressure and bacteriological testing has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided---copy attached. Project Location Map---copy attached. Warranty has been provided---copy attached. Waiver of Lien has been provided---copy attached. Certification of Contributed Assets has been provided---copy attached. 100% connection/capacity fees have been paid. Potable Water & Sanitary Sewer Service will be provided by Lee County Utilities via existing infrastructure located with the Summerlin Lakes Drive right-of-way. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 24 TOWNSHIP 45S RANGE 24E DISTRICT #5 COMMISSIONER ALBION

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
 J. Lavender Date: 12/21/04	N/A Date:	N/A Date:	T.O. T. Osterhout Date: 12/16	 S. Coovert Date: 12/21/04	 Date: 12/21/04	 Date: 12/21/04	 Date: 12/21/04	 J. Lavender Date: 12/21/04	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: 12/21/04

Time: 10:55

Forwarded To:

12/21/04

RECEIVED BY
COUNTY ADMIN:

12/21/04

2:15 PM 5/7

COUNTY ADMIN

FORWARDED TO: 11

12/21/04 4:00 PM



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789
 23452407000000080

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: GATES MCVEY-HILL BARTH KING DEV LLC

Last First MI State Zip Code Phone No.
5405 PARK CENTRAL COURT NAPLES FL 33145

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 State Zip Code Phone No.
P. O. BOX 398 FT. MYERS FL 33902 2394798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$. 0 0 Property Located In 46 County Code
 (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:
 (Round to the nearest dollar.) \$. 0 0

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 \$. 0 0

12. Amount of Documentary Stamp Tax

\$ 0.00

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date 12/14/04

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	
Date Recorded	
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 "Gates McVey-Hill Barth & King Development, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter fire line) serving "**HILL, BARTH & KING A/K/A REFLECTION LAKES COMMERCIAL CENTER, LOT 8**"; 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 **\$6,700.00** 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 Hall: _____ (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: 11/22/2004

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

Gentlemen:

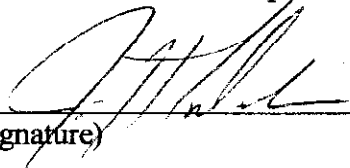
This is to certify that the **fire line up to and including 1st OS and Y valve and water distribution and gravity collection** located in
Reflection Lakes Commercial, Lot 8 (Hill Barth & King)
(Name of Development)

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,

Davidson Engineering, Inc.
(Owner or Name of Corporation)



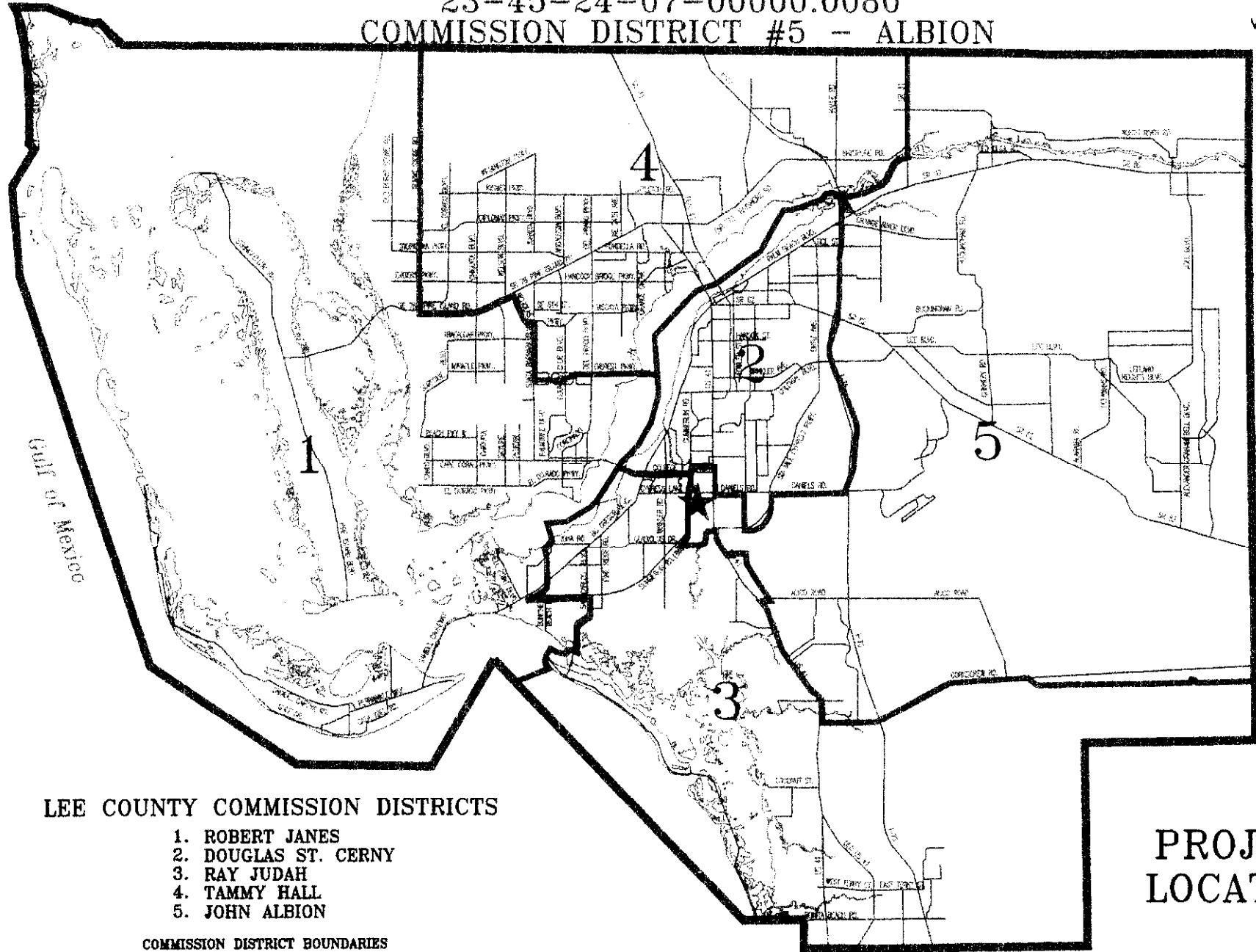
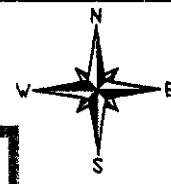
(Signature)

Jeff L. Davidson, P.E., President
(Title)

(Seal of Engineering Firm)



HILL, BARTH & KING OFFICE BUILDING
23-45-24-07-00000.0080
COMMISSION DISTRICT #5 - ALBION



COPY

LEE COUNTY COMMISSION DISTRICTS

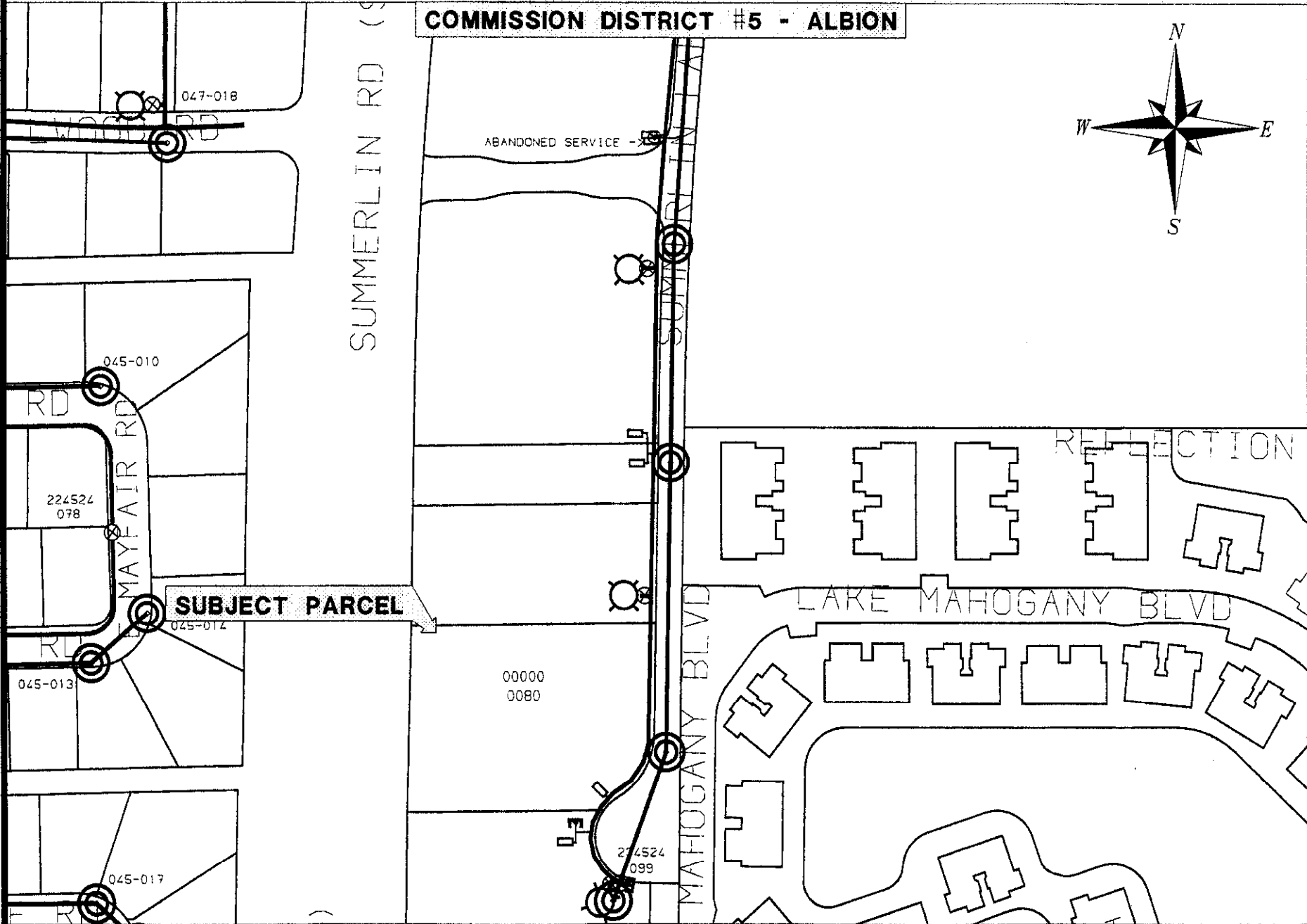
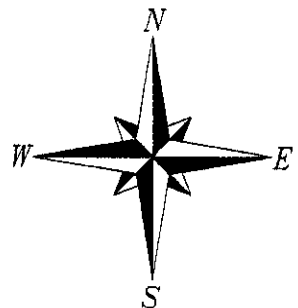
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

HILL BARTH & KING OFFICE BUILDING

COMMISSION DISTRICT #5 - ALBION



23-45-24-07-00000.0080

8010 SUMMERLIN LAKES DR

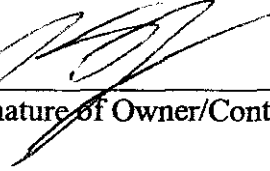
Adios

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Hill Barth & King to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lec 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.

Jensen Underground Utilities, Inc.
(Name of Owner/Contractor)

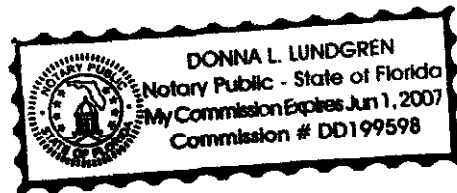
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 25 th day of JUNE, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Lundgren
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 Six Thousand Seven Hundred Dollars and 00 Cents(\$6,700.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Hill Barth & King on the job of Hill Barth & King to the following described property:

Hill Barth & King
(Name of Development/Project)

water distribution system
(Facilities Constructed)

8010 Summerlin Lakes Drive
(Location)

23-45-24-0700000.0080
(Strap # or Section, Township & Range)

Dated on: November 23, 2004

By: [Signature]
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

By: Kevin Jensen
(Print Name of Authorized Representative)

5585 Taylor Road
(Address of Firm or Corporation)

Title: President

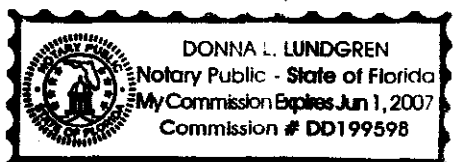
Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

Fax#: (239)597-0061

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 8 th day of December, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Donna L. Lundgren
(Printed Name of Notary Public)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Hill Barth & King

STRAP NUMBER: 23-45-24-0700000.0080

LOCATION: 8010 Summerlin Lakes Drive

OWNER'S NAME: Gates McVey - Hill Barth & King Development

OWNER'S ADDRESS: 12801 Tamiami Trail North

OWNER'S ADDRESS: Naples, FL 34110-

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
TAPPING SLEEVE W/VALVE	10"x8"	1.0	EA	\$3,500.00	\$3,500.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	EA	\$1,700.00	\$1,700.00
SINGLE WATER SERVICE/COMPLETE	1"	1.0	EA	\$1,500.00	\$1,500.00
TOTAL					\$6,700.00

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



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X [Signature]
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

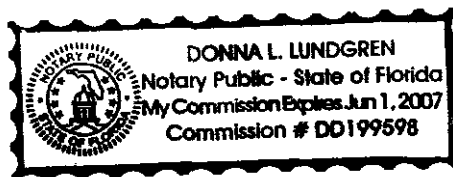
The foregoing instrument was signed and acknowledged before me this 8th day of December, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



2004

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20041575-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for HILL, BARTH & KING A/K/A REFLECTION LAKES COMMERCIAL CENTER, LOT 8 project.
ACCOUNT NO. OD5360748700.504930 EASEMENT: GATES McVEY-HILL BARTH & KING DEV LLC
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE
12-10-04

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

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

COPY

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

Strap Number:

23-45-24-07-00000.0080

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 Gates McVey - Hill Barth & King Development 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 First National Bank of Florida, 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.

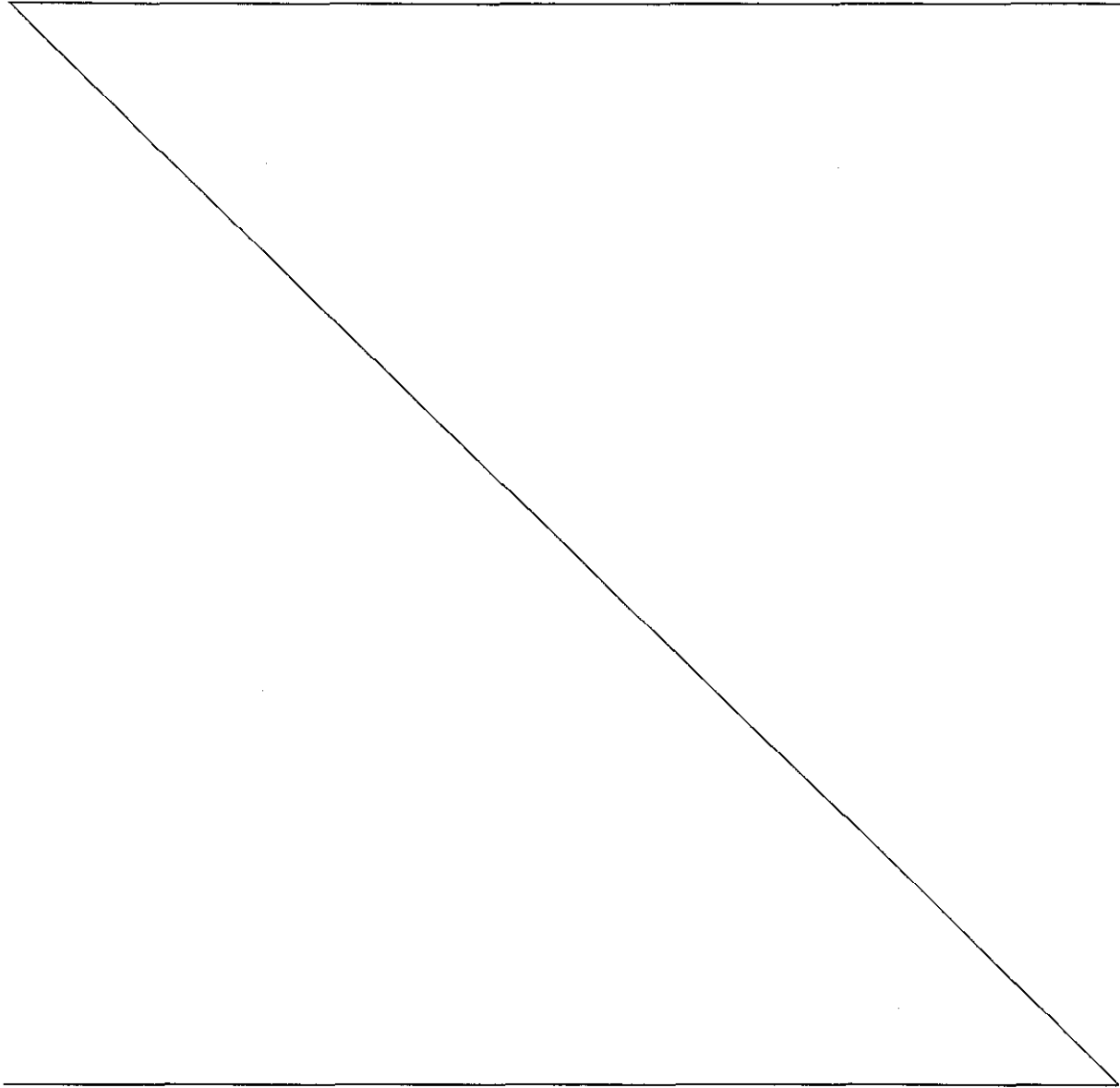
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

GATES McVEY – HILL BARTH & KING, LLC

X Karen B. Ankney
[1st Witness' Signature]

By: Gates McVey Capital Group, L.L.C.

~~Shereen Willens~~ Karen B. Ankney
[Type or Print Name]

By: X [Signature]
[Signature Grantor's/Owner's]

X Shereen Willens
[2nd Witness' Signature]

Stephen V. Robison, Managing Member
[Type or Print Name & Title]

~~Karen B. Ankney~~ Shereen Willens
[Type or Print Name]

X Deanna Desruisseaux
[1st Witness' Signature]

By: HBK Fort Myers Realty, L.L.C.

Deanna Desruisseaux
[Type or Print Name]

By: X [Signature]
[Signature Grantor's/Owner's]

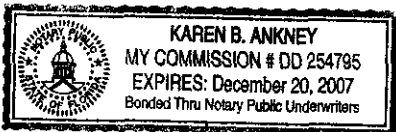
X Karen B. Ankney
[2nd Witness' Signature]

Barry F. Holes, Authorized Member
[Type or Print Name & Title]

Karen B. Ankney
[Type or Print Name]

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

The foregoing instrument was signed and acknowledged before me this 10th day of September, 2004, by Stephen V. Robison, Managing Member of Gates McVey Capital Group, L.L.C., member of Gates McVey - Hill Barth & King Development, LLC who is personally known to me, and who did take an oath.



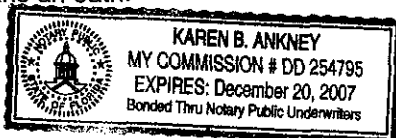
[Signature]
[Signature of Notary]

Karen B. Ankney
[Typed or Printed Name]

[stamp or seal]

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

The foregoing instrument was signed and acknowledged before me this 10th day of September, 2004, by Barry F. Holes, Authorized Member of HBK Fort Myers Realty LLC, member of Gates McVey - Hill Barth & King Development, LLC who is personally known to me, and who did take an oath.



[Signature]
[Signature of Notary]

Karen B. Ankney
[Typed or Printed Name]

[stamp or seal]

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

C/L SUMMERLIN ROAD (CR. 869 - 150' R/W)

75.0'

LOT 7

20' X 13.50' PROPOSED EASEMENT

P.O.C. NE CORNER OF LOT 8, REFLECTION LAKES COMMERCIAL CENTER

L4
L3
L2

LOT 8

17.5'

C/L SUMMERLIN LAKES DRIVE (35.0' R/W)

LOT 9



GRAPHIC SCALE

LEGAL DESCRIPTION

(20' X 13.5' PROPOSED EASEMENT)

BEING PART OF LOT 8 OF REFLECTION LAKES COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGE 70 AND 71 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8, REFLECTION LAKES COMMERCIAL CENTER; THENCE SOUTH ALONG THE WEST LINE OF SUMMERLIN LAKES DRIVE S. 00°57'00" W. 20.00 FEET; THENCE LEAVING SUMMERLIN LAKES DRIVE S. 89°18'28" W. 13.50 FEET; THENCE N.00°57'00" E. 20.00 FEET; THENCE N. 89°18'28" E. 13.50 FEET TO THE POINT OF COMMENCING. CONTAINING 270 SQ. FT. 0.01 ACRES ±

LINE	LENGTH	BEARING
L1	20.00'	S 00°57'00" W
L2	13.50'	S 89°18'28" W
L3	20.00'	N 00°57'00" E
L4	13.50'	N 89°18'28" E

ABBREVIATIONS

- BOB = BASIS OF BEARING
- C/L = CENTERLINE
- FPL = FLORIDA POWER AND LIGHT
- P = PLAT
- P.O.C. = POINT OF COMMENCEMENT
- P.B.S. = POINT OF BEGINNING
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R/W = RIGHT OF WAY LINE

Thomas E. Rhodes

BY: THOMAS E. RHODES, S.P.S.M. #5824

SKETCH AND DESCRIPTION		designer
CERTIFIED TO: GATES MCVEY		drawn: EFC
		checked: JRT
		acad #: 2003-793
		view: PLOT
		project #: 2003-793
		sheet #: 1 of 1
		file #: 2003-793 SKETCH

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

blk:	pg:	date:
XX	XX	FEBRUARY 4, 2004
		scale:
		1" = 50'
		cogo #:
		03-793

1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(941) 593-0570 (941) 593-0581 FAX

PREPARED BY:
Thomas H. Gunderson, Esq.
P. O. Box 280
Fort Myers, FL 33902-0280

JOINER AND CONSENT TO PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THE UNDERSIGNED, FIRST NATIONAL BANK OF FLORIDA, the owner and holder of the following security instruments from GATES McVEY-HILL BARTH & KING DEVELOPMENT, LLC, a Florida limited liability company:

That certain Mortgage, Security Agreement, and Assignment of Rents dated October 28, 2003 and recorded October 29, 2003, in O.R. Book 4107, page 2444, Public Records of Lee County, Florida;

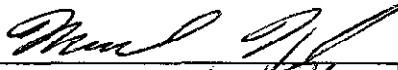
Assignment of Leases, Rents and Profits recorded October 29, 2003, in O.R. Book 4107, page 2452, Public Records of Lee County, Florida; and


UCC-1 Financing Statement recorded October 29, 2003, in O.R. Book 4107, page 2455, Public Records of Lee County, Florida,

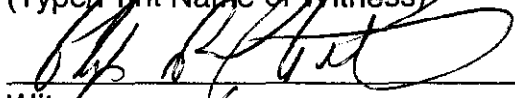
does hereby join in and consent to the Perpetual Public Utility Easement Grant between GATES McVEY-HILL BARTH & KING DEVELOPMENT, LLC, a Florida limited liability company, and LEE COUNTY, recorded in O.R. Book _____, page _____, Public Records of Lee County, Florida ("Grant") as fully and completely as if FIRST NATIONAL BANK OF FLORIDA were executing the original Grant.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed this 20 day of FEBRUARY, 2004.

FIRST NATIONAL BANK OF FLORIDA

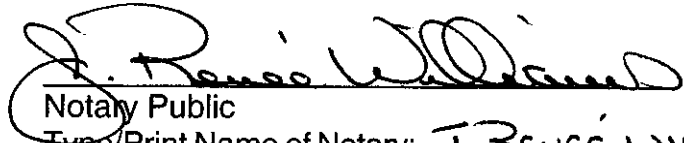
By: 
Print Name: Michael Kozak
Its: Senior Vice President


Witness
RENEE WILLIAMS
(Type/Print Name of Witness)


Witness
PHILIP B. LOPRESTI
(Type/Print Name of Witness)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20 day of FEBRUARY, 2004, by MICHAEL J. KORAK, as SR. VICE PRESIDENT of FIRST NATIONAL BANK OF FLORIDA, on behalf of the bank, and who is personally known to me or who has produced _____ as identification.


Notary Public

My Commission Expires:

Type/Print Name of Notary: J. RENEÉ WILLIAMS
Commission No. JUNE 26, 2004



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

Strap Number:

23-45-24-07-00000.0080

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 Gates McVey - Hill Barth & King Development 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 First National Bank of Florida, 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.

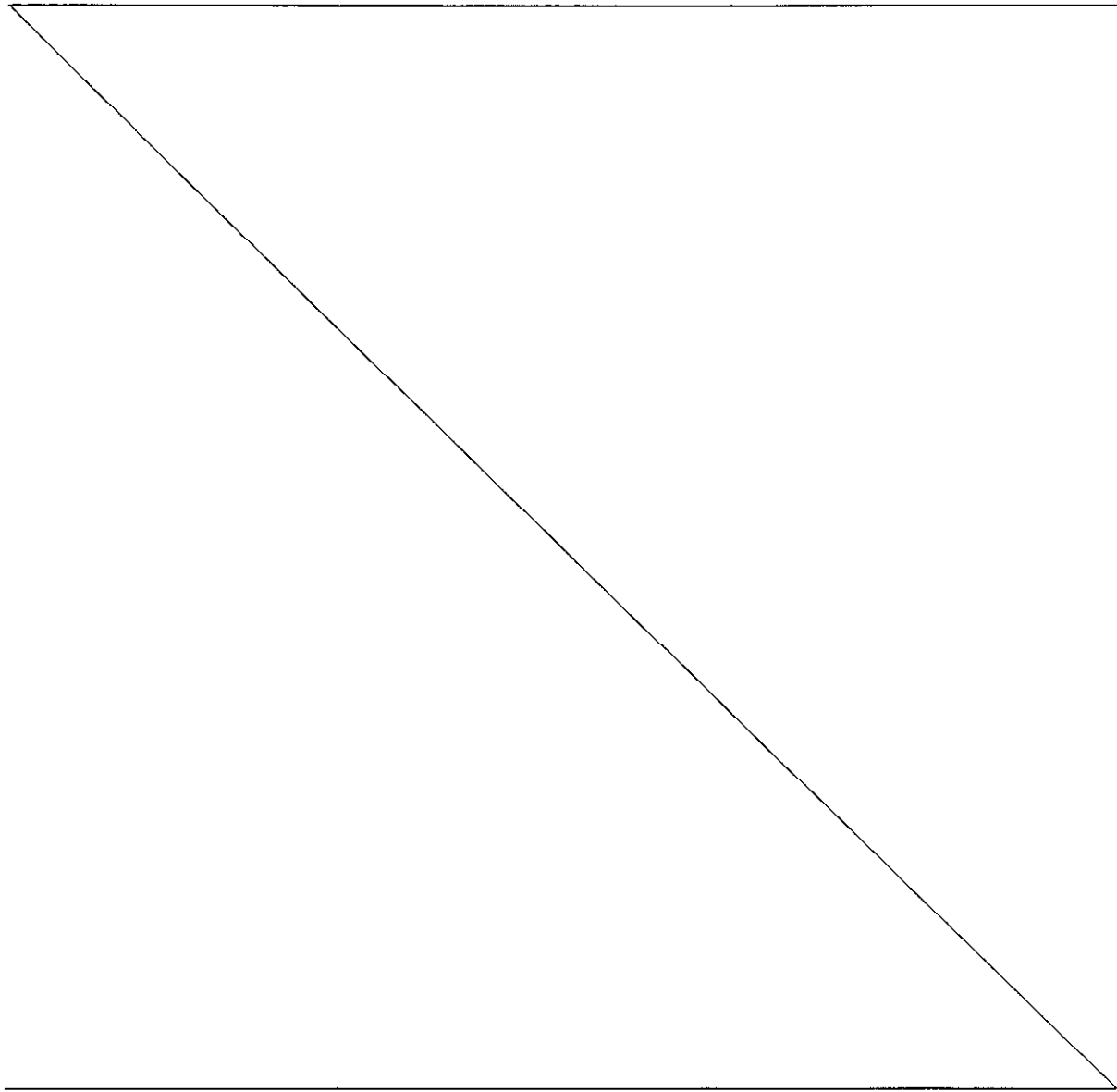
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

GATES McVEY – HILL BARTH & KING, LLC

By: Gates McVey Capital Group, L.L.C.

X Karen B. Ankney
[1st Witness' Signature]

By: X [Signature]
[Signature Grantor's/Owner's]

~~Shereen Willens~~ Karen B. Ankney
[Type or Print Name]

Stephen V. Robison, Managing Member
[Type or Print Name & Title]

X Shereen Willens
[2nd Witness' Signature]

~~Karen B. Ankney~~ Shereen Willens
[Type or Print Name]

By: HBK Fort Myers Realty, L.L.C.

X Deanna Desruisseaux
[1st Witness' Signature]

By: X [Signature]
[Signature Grantor's/Owner's]

Deanna Desruisseaux
[Type or Print Name]

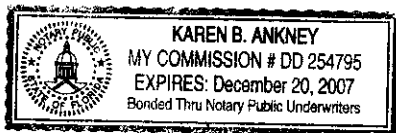
Barry F. Holes, Authorized Member
[Type or Print Name & Title]

X Karen B. Ankney
[2nd Witness' Signature]

Karen B. Ankney
[Type or Print Name]

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

The foregoing instrument was signed and acknowledged before me this 10th day of September, 2004, by Stephen V. Robinson, Managing Member of Gates McVey Capital Group, L.L.C., member of Gates McVey - Hill Barth & King Development, LLC who is personally known to me, and who did take an oath.



[Signature]
[Signature of Notary]

Karen B. Ankney
[Typed or Printed Name]

[stamp or seal]

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

The foregoing instrument was signed and acknowledged before me this 10th day of September, 2004, by Barry F. Holes, Authorized Member of HBK Fort Myers Realty LLC, member of Gates McVey - Hill Barth & King Development, LLC who is personally known to me, and who did take an oath.



[Signature]
[Signature of Notary]

Karen B. Ankney
[Typed or Printed Name]

[stamp or seal]

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

PREPARED BY:
Thomas H. Gunderson, Esq.
P. O. Box 280
Fort Myers, FL 33902-0280

JOINER AND CONSENT TO PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THE UNDERSIGNED, FIRST NATIONAL BANK OF FLORIDA, the owner and holder of the following security instruments from GATES McVEY-HILL BARTH & KING DEVELOPMENT, LLC, a Florida limited liability company:

That certain Mortgage, Security Agreement, and Assignment of Rents dated October 28, 2003 and recorded October 29, 2003, in O.R. Book 4107, page 2444, Public Records of Lee County, Florida;

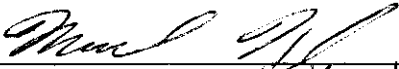
Assignment of Leases, Rents and Profits recorded October 29, 2003, in O.R. Book 4107, page 2452, Public Records of Lee County, Florida; and

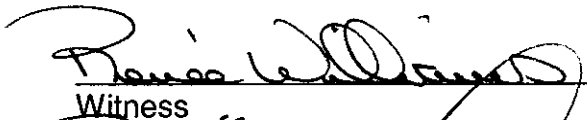
UCC-1 Financing Statement recorded October 29, 2003, in O.R. Book 4107, page 2455, Public Records of Lee County, Florida,

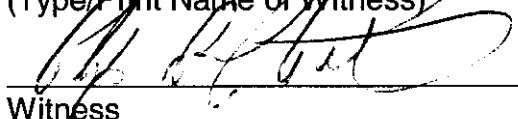
does hereby join in and consent to the Perpetual Public Utility Easement Grant between GATES McVEY-HILL BARTH & KING DEVELOPMENT, LLC, a Florida limited liability company, and LEE COUNTY, recorded in O.R. Book _____, page _____, Public Records of Lee County, Florida ("Grant") as fully and completely as if FIRST NATIONAL BANK OF FLORIDA were executing the original Grant.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed this 20 day of FEBRUARY, 2004.

FIRST NATIONAL BANK OF FLORIDA

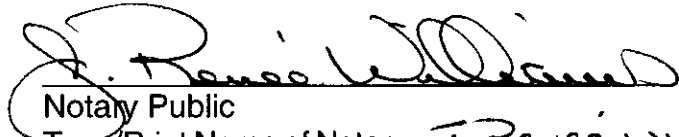
By: 
Print Name: Michael Kozak
Its: Senior Vice President


Witness
RENGE WILLIAMS
(Type/Print Name of Witness)


Witness
PHILIP B. LOPRESTI
(Type/Print Name of Witness)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20 day of FEBRUARY, 2004, by MICHAEL J. KOZAK, as SR. VICE PRESIDENT of FIRST NATIONAL BANK OF FLORIDA, on behalf of the bank, and who is personally known to me or who has produced — as identification.



Notary Public
Type/Print Name of Notary: J. RENEE WILLIAMS
Commission No. JUNE 26, 2004

My Commission Expires:

