

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20041581-UTI.**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one (1) Utility Easement as a donation of a water main extension, fire hydrant, 4" diameter fire line and a force main extension serving *Gladiolus Commercial Site, Phase 1*. This is a Developer Contributed asset project located on the east side of Gladiolus Drive at the intersection of Gladiolus Drive and Old Gladiolus Drive, approximately 1/3 mile from S. Tamiami Trail.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to the recently constructed medical office building.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 16
COMMISSION DISTRICT #: 3

C10C

3. MEETING DATE:

01-18-2005

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 Diaz, P.E., Utilities Director

DATE: 12/28/04

7. BACKGROUND:

The Board granted permission to construct on 06/22/04; Blue Sheet #20040701.
 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.
 Sanitary sewer service will be provided by Lee County Utilities via a recently constructed privately owned & maintained lift station and force main which now ties into existing Lee County Utilities' infrastructure located adjacent to the subject parcel.
 Funds are available for Easement recording fees in Account # OD5360748700.504930.

SECTION 33 TOWNSHIP 44S RANGE 25E DISTRICT #3 COMMISSIONER JUDAH

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

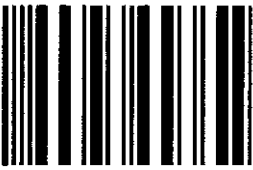
| (A) DEPARTMENT DIRECTOR | (B) PURCH. OR CONTRACTS | (C) HUMAN RESOURCES | (D) OTHER | (E) COUNTY ATTORNEY | (F) BUDGET SERVICES | | | | (G) COUNTY MANAGER |
|---|-------------------------------|---------------------------|--|--|---------------------------|---------------|---------------|---------------|---|
| | | | | | OA | OM | Risk | GC | |
| <i>J. Lavender</i> Date: <u>12/29/04</u> | N/A Date: _____ | N/A Date: _____ | P.O. T. Osterhout Date: <u>12/28</u> | <i>S. Covert</i> S. Covert Date: <u>1/3/05</u> | <i>1/3/05</i> P.M. | <i>1/5/05</i> | <i>1/3/05</i> | <i>1/3/05</i> | <i>J. Lavender</i> Date: <u>12/29/04</u> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 1/3/05
 Time: 8:30
 Forwarded To: _____

RECEIVED BY
 COUNTY ADMIN:
1/3/05
11:30am Sun
 COUNTY ADMIN
 FORWARDED TO: 1/6/05
2pm



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) →

26452400000150060

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:

PALETSKY OFFICE BUILDING LLC

Last First MI Corporate Name (if applicable)
12486 RIVERSIDE FT. MYERS FL 33919

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.) **00**

Property Located In **Lee**

6. Type of Document

Contract/Agreement
for Deed
 Warranty
Deed
 Quit Claim
Deed

Other

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

YES / NO

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

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

YES / NO

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

Conventional Seller Provided Agreement or
Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/
Miscellaneous Government Vacant Acreage Timeshare

Mark (x) all
that apply

11. To the best of your knowledge, was personal property
included in the sale/transfer? If "Yes", please state the
amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO

\$ **00** Cents

12. Amount of Documentary Stamp Tax →

\$ **00**

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

YES / NO

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

Signature of Grantor or Grantee or Agent

Date

12/28/04

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 Property Appraiser

O. R. Book
and

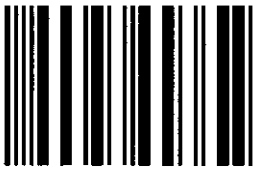
Page Number
and

File Number

Date Recorded

Month / Day / Year

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.

0 1 2 3 4 5 6 7 8 9 0123456789

26452400000150060

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

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: PALETSKY OFFICE BUILDING LLC**

Last First MI Corporate Name (if applicable)
12486 RIVERSIDE FT. MYERS FL 33919

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.
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

5. Date of Sale/Transfer Mailing Address City State Zip Code Phone No.
 Sale/Transfer Price

\$. 0 0 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", YES NO
 outstanding mortgage balance:
 Warranty Deed Quit Claim Deed (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? YES NO
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

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 \$. 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/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **12/20/01**

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 "Paletsky Office Building, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension, one fire hydrant, one 4" diameter fire line) and sewer facilities (a force main extension) serving **"GLADIOLUS COMMERCIAL SITE, 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 **\$34,555.38** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammy Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE: 10/20/04

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 fire line up to and including 1st OS + Y valve(s)** systems located in

Gladiolus Commercial Site
(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

Very truly yours,

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

(Signature)

PRESIDENT
(Title)

(Seal of Engineering Firm)

12/1/04



LETTER OF COMPLETION

DATE: 10/20/04

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

Gentlemen:

This is to certify that the **sanitary sewer** system located in
Gladiolus Commercial Site
(Name of Development)

was designed by me and has 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) - Force Main

Very truly yours,

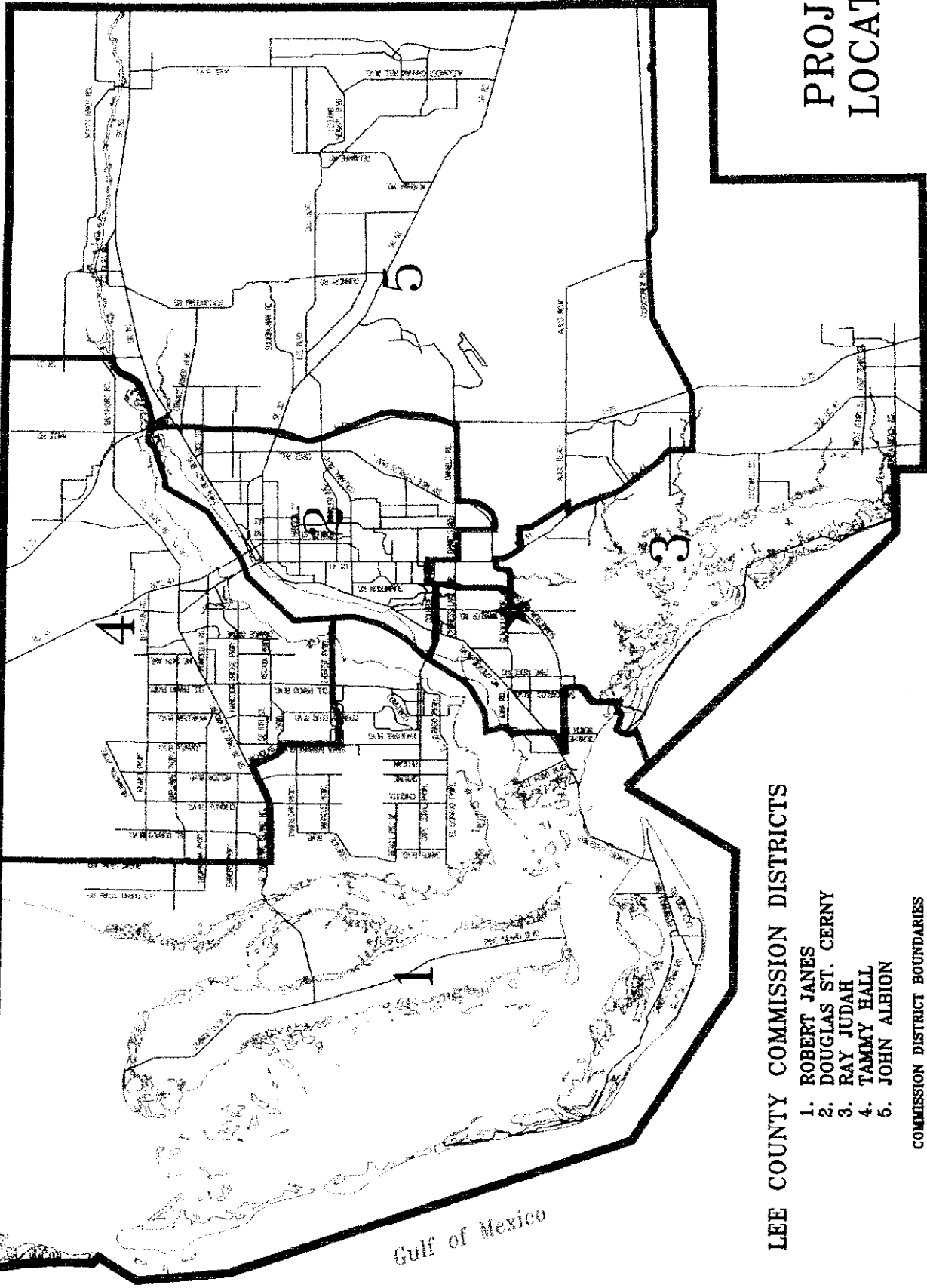
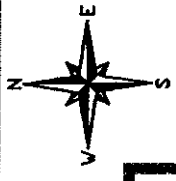
Spectrum Engineering, Inc.
(Owner or Name of Corporation)

(Signature)

PRESIDENT
(Title)

(Seal of Engineering Firm)

GLADIOLUS COMMERCIAL SITE, PHASE I
26-45-24-00-00015.0060
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

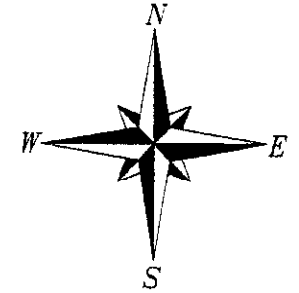
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

**PROJECT
 LOCATION**

GLADIOLUS COMMERCIAL SITE - PHASE I

COMMISSION DISTRICT #3 - JUDAH



SUBJECT PARCELS

00015
0060

264524
032
264524
033

264524
032

264524
031

264524
030

264524
029

354524
001

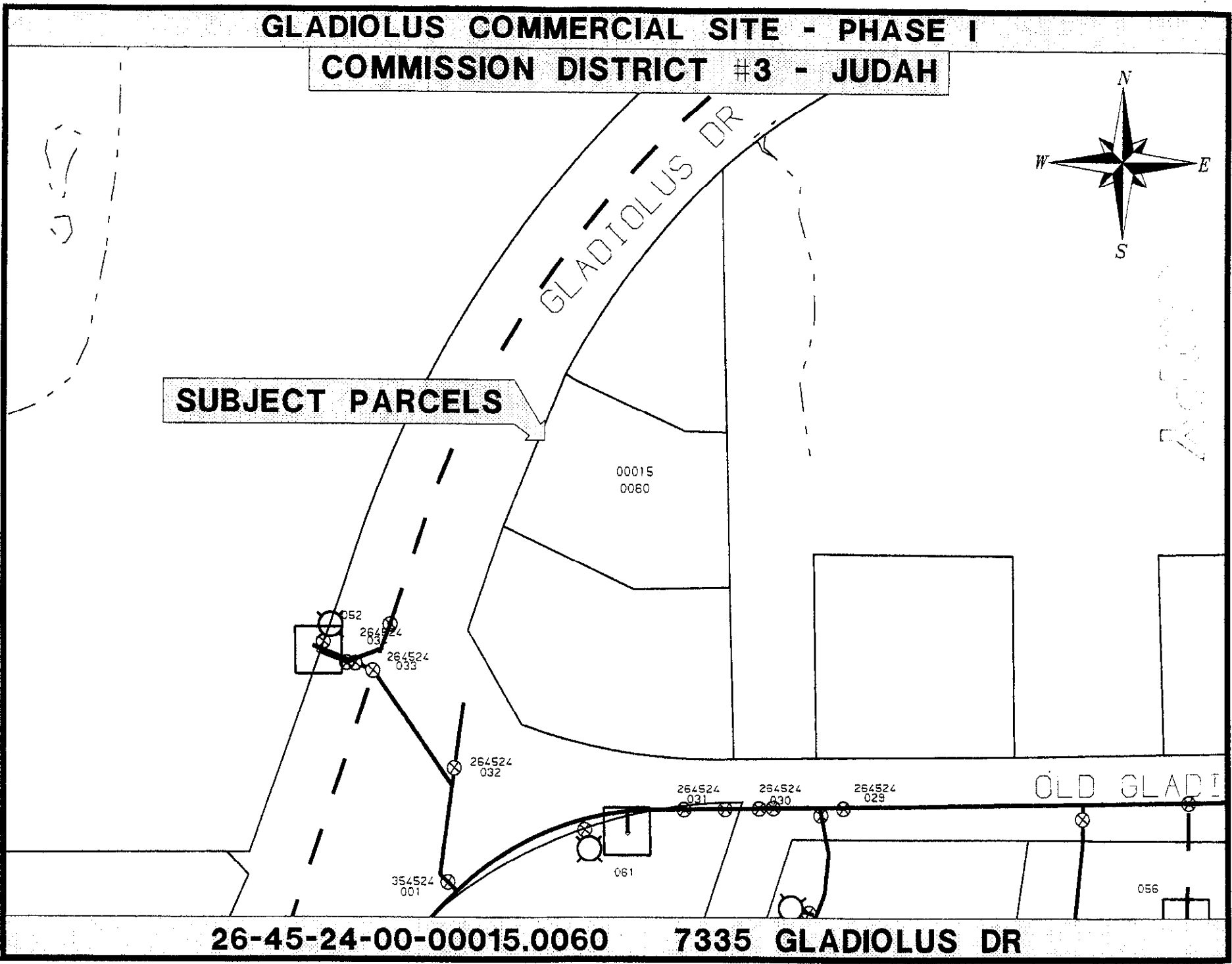
061

OLD GLADIOLUS DR

056

26-45-24-00-00015.0060

7335 GLADIOLUS DR



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

The undersigned lienor, in consideration of the final payment in the amount of Thirty Four Thousand Five Hundred Fifty Five and 38/100 Dollars (\$34,555.38) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gulfcoast Consulting Group, Inc. on the job of Paletsky Office Building, LLC. to the following described property:

Gladiolus Commercial Site, Phase I
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

7335 Gladiolus Drive Ft. Myers, FL.
(Location)

26-45-24-00-00015.0060
(Strap # or Section, Township & Range)

Dated on: November 22, 2004

By: 
(Signature of Authorized Representative)

Florida State Underground, Inc.
(Name of Firm or Corporation)

By: Thomas P. McKimm
(Print Name of Authorized Representative)

4540 Domestic Avenue
(Address of Firm or Corporation)

Title: President

Naples, FL 34104-
(City, State & Zip Of Firm Or Corporation)


Phone #: (239)643-6449 Ext.

Fax#: (239)643-6891

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 22 nd day of November, 2004 by Thomas P. McKinum who is personally known to me - , and who did not take an oath.

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049646


(Notary Public Signature)

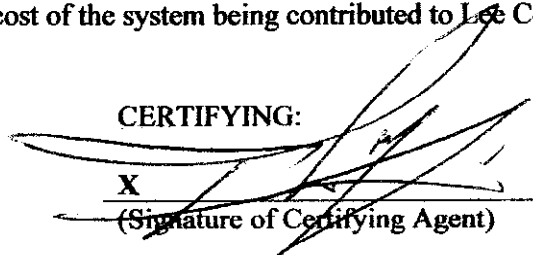
(Notary Seal & Commission Number)

Cathye VanKerschaever
(Printed Name of Notary Public)



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

CERTIFYING:



X
(Signature of Certifying Agent)

THOMAS P. MCKIMM, PRESIDENT
(Name & Title of Certifying Agent)

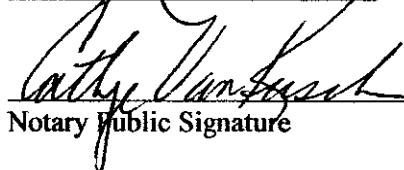
FLORIDA STATE UNDERGROUND, INC.
(Name of Firm or Corporation)

4540 DOMESTIC AVENUE
(Address of Firm or Corporation)

NAPLES, FL 34104 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 18 th day of October, 2004 by THOMAS P. MCKIMM who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

CATHYE VANKERSCHAEVER
Printed Name of Notary Public

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049646

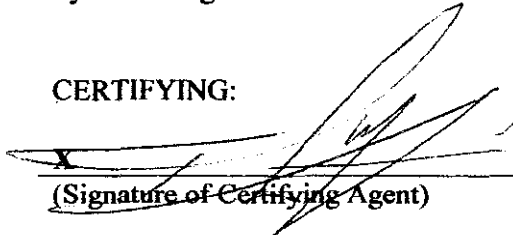
Notary Commission Number

(NOTARY SEAL)



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:



(Signature of Certifying Agent)

THOMAS P. MCKIMM, PRESIDENT

(Name & Title of Certifying Agent)

FLORIDA STATE UNDERGROUND, INC.

(Name of Firm or Corporation)

4540 DOMESTIC AVENUE

(Address of Firm or Corporation)

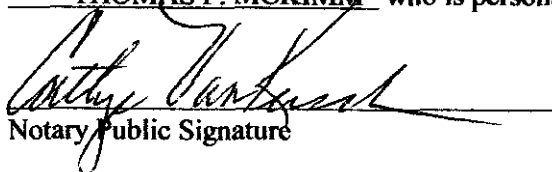
NAPLES, FL 34104 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 18 th day of October, 2004 by THOMAS P. MCKIMM who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

CATHYE VANKERSCHAEVER
Printed Name of Notary Public

CATHYE VANKERSCHAEVER
Notary Public - State of Florida
My comm. expires Sept 19, 2005
Comm. No. DD049646

Notary Commission Number

(NOTARY SEAL)

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department) SUE GULLEDGE

V#111463
BS 20041581-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for GLADIOLUS COMMERCIAL SITE, PHASE 1 project.
ACCT OD5360748700.504930 EASEMENT: PALETSKY OFFICE BUILDING LLC
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gulledge
SUE GULLEDGE
12-21-04

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:

26-45-24-00-00015.0060

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

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

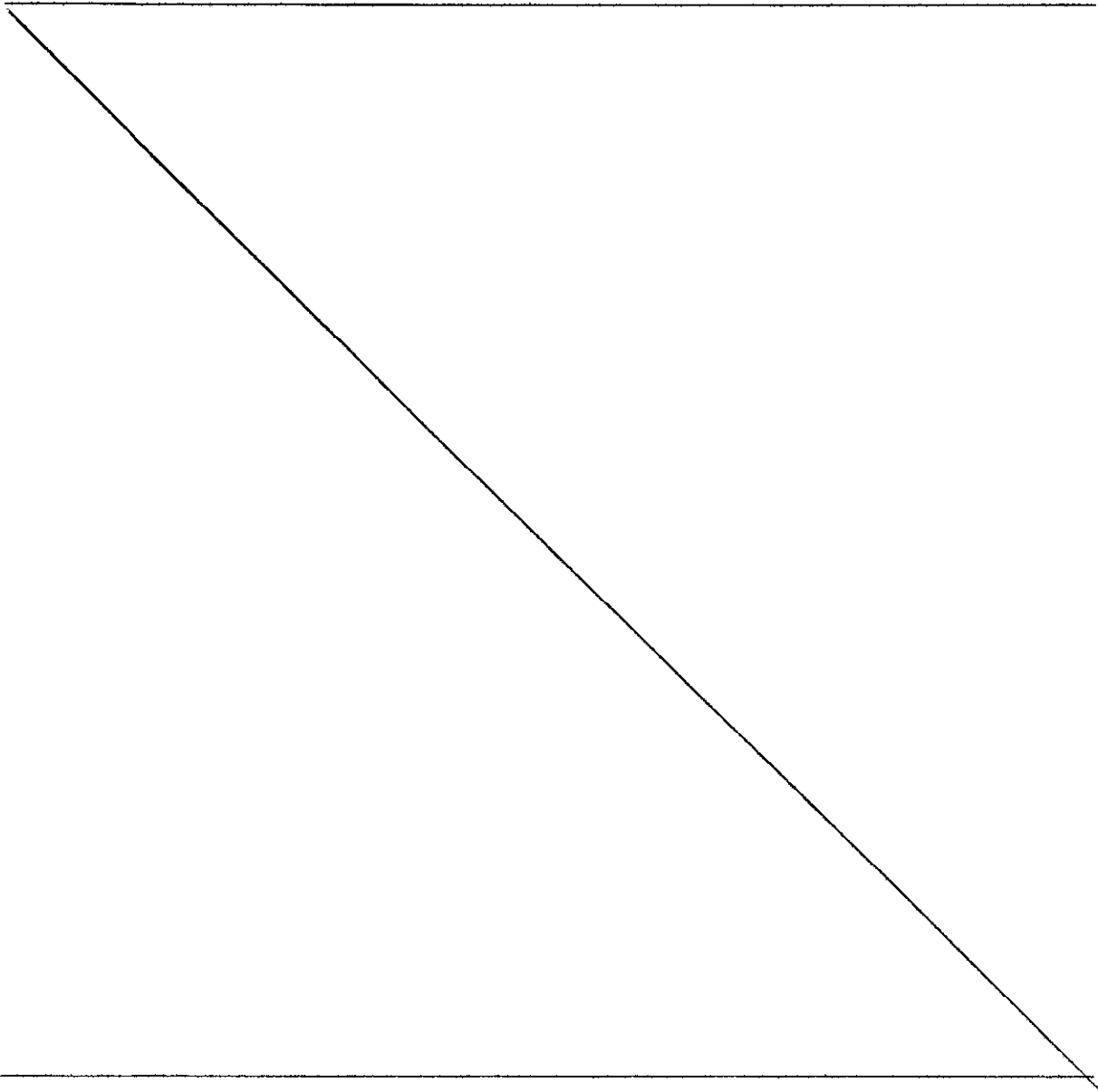
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Sheila Kardell
[1st Witness' Signature]

Sheila Kardell
[Type or Print Name]

James A. Welch
[2nd Witness' Signature]

JAMES A. WELCH
[Type or Print Name]

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

Steven Paletsky
[Type or Print Name]

Trustee
[Title]

STATE OF FLORIDA

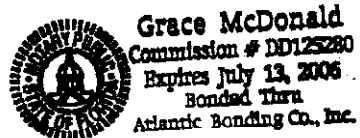
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 14 day of October 2004 by ^{Steven} Paletsky who produced the following as identification _____ or (is personally know to me) and who did/did not take an oath.

[stamp or seal]

Grace McDonald
[Signature of Notary]

[Typed or Printed Name]



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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

LEGAL DESCRIPTION:
 A 10'x20' EASEMENT, LOCATED IN SECTION 26, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD WITH CAP # LB 6594, LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF OLD GLADIOLUS DRIVE (OLD S.R. 885) (VARIABLE WIDTH) AND THE WESTERLY LINE OF THE FORMER IDD CANAL DRAINAGE EASEMENT, AS DESCRIBED IN A BOUNDARY SURVEY RECORDED IN OFFICIAL RECORDS BOOK 3885 AT PAGE 3992 THROUGH 3997, AMONG THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S 89°19'37" W A DISTANCE OF 28.83 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT 287.54 FEET, HAVING A RADIUS OF 788.45 FEET, DELTA OF 200°00'00" CHORD OF 288.18 FEET TO BEAR N 80°40'52" W TO A POINT OF TANGENCY; THENCE N 70°40'23" W A DISTANCE OF 6.00 FEET; THENCE N 30°52'03" W A DISTANCE OF 124.88 FEET TO A POINT OF DEPART SAID RIGHT-OF-WAY LINE AND RUN ALONG THE WESTERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE N 89°19'37" E A DISTANCE OF 179.72 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT 133.80 FEET, HAVING A RADIUS OF 1150.00 FEET, DELTA OF 08°47'17" CHORD OF 133.80 FEET TO BEAR N 22°43'15" E TO THE POINT OF BEGINNING.

THENCE DEPART SAID RIGHT-OF-WAY LINE AND RUN S 82°12'41" E A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 20.00 FEET HAVING A RADIUS OF 1120.00 FEET, DELTA OF 07°01'24" CHORD OF 20.00 FEET; TO BEAR N 26°36'42" E TO A POINT; THENCE RUN N 82°12'41" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THENCE DEPART SAID RIGHT-OF-WAY LINE AND RUN S 28°37'19" W TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF SECTION TWENTY-SIX, TOWNSHIP FORTY-FIVE SOUTH, RANGE TWENTY-FOUR EAST, WHICH BEARS N 89°07'28" E.

SUBJECT TO RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD.

CURVE TABLE

| NO. | RADIUS | DELTA | ARC | TANGENT | CHORD | CHORD BEARING |
|-----|---------|------------|--------|---------|--------|---------------|
| 1 | 788.45 | 200°00'00" | 287.54 | 133.15 | 288.18 | N 80°40'52" W |
| 2 | 1150.00 | 08°47'17" | 133.80 | 67.02 | 133.80 | N 22°43'15" E |
| 3 | 1120.00 | 07°01'24" | 20.00 | 10.00 | 20.00 | N 26°36'42" E |
| 4 | 1130.00 | 07°00'52" | 20.00 | 10.00 | 20.00 | S 28°37'19" W |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°19'37" W | 28.83 |
| L2 | N 70°40'23" W | 6.00 |
| L3 | N 30°52'03" W | 124.88 |
| L4 | N 89°19'37" E | 179.72 |
| L5 | S 82°12'41" E | 10.00 |
| L6 | N 62°12'41" W | 10.00 |

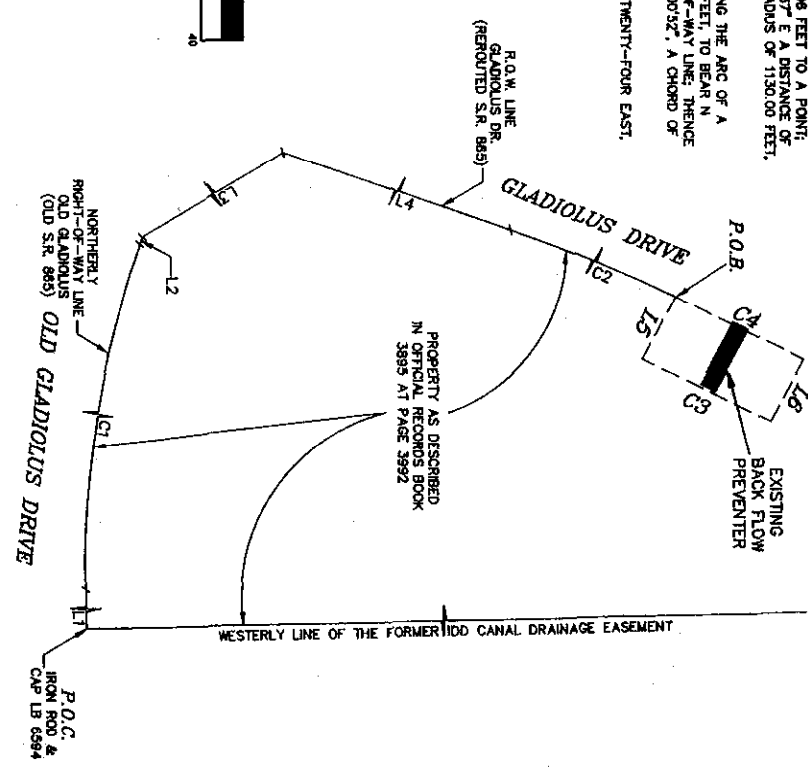
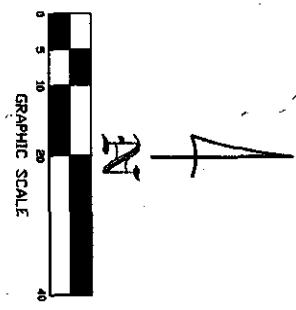


EXHIBIT "A"
 SKETCH AND DESCRIPTION
 * THIS IS NOT A SURVEY *

CERTIFICATE
 I, **DAVID W. BURCH**, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and the original survey is on file in my office.
SPECTRUM ENGINEERING, INC.
 3323 McCREGOR BOULEVARD, FT. MYERS, FLORIDA 33901
 PHONE: (336)-337-1108 FAX: (336)-337-0173
DAVID W. BURCH
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 5527

| | | | | |
|---|--|---------------------------------------|----------------------------------|--|
| B.S.M. BURCH SURVEYING & MAPPING INC. 3323 McCREGOR BOULEVARD, FT. MYERS, FLORIDA 33901 PHONE: (336)-337-1108 FAX: (336)-337-0173 L98811 | PREPARED FOR: SPECTRUM ENGINEERING, INC. | REVISIONS: _____ _____ _____ | DATE: _____ _____ _____ | |
| | FILE: 4524-100 | FR. PAGE: N/A | | |
| | SCALE: 1" = 20' | DATE: OCTOBER 19, 2004 | | |
| | | | | |

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

Strap Number:

26-45-24-00-00015.0060

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

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

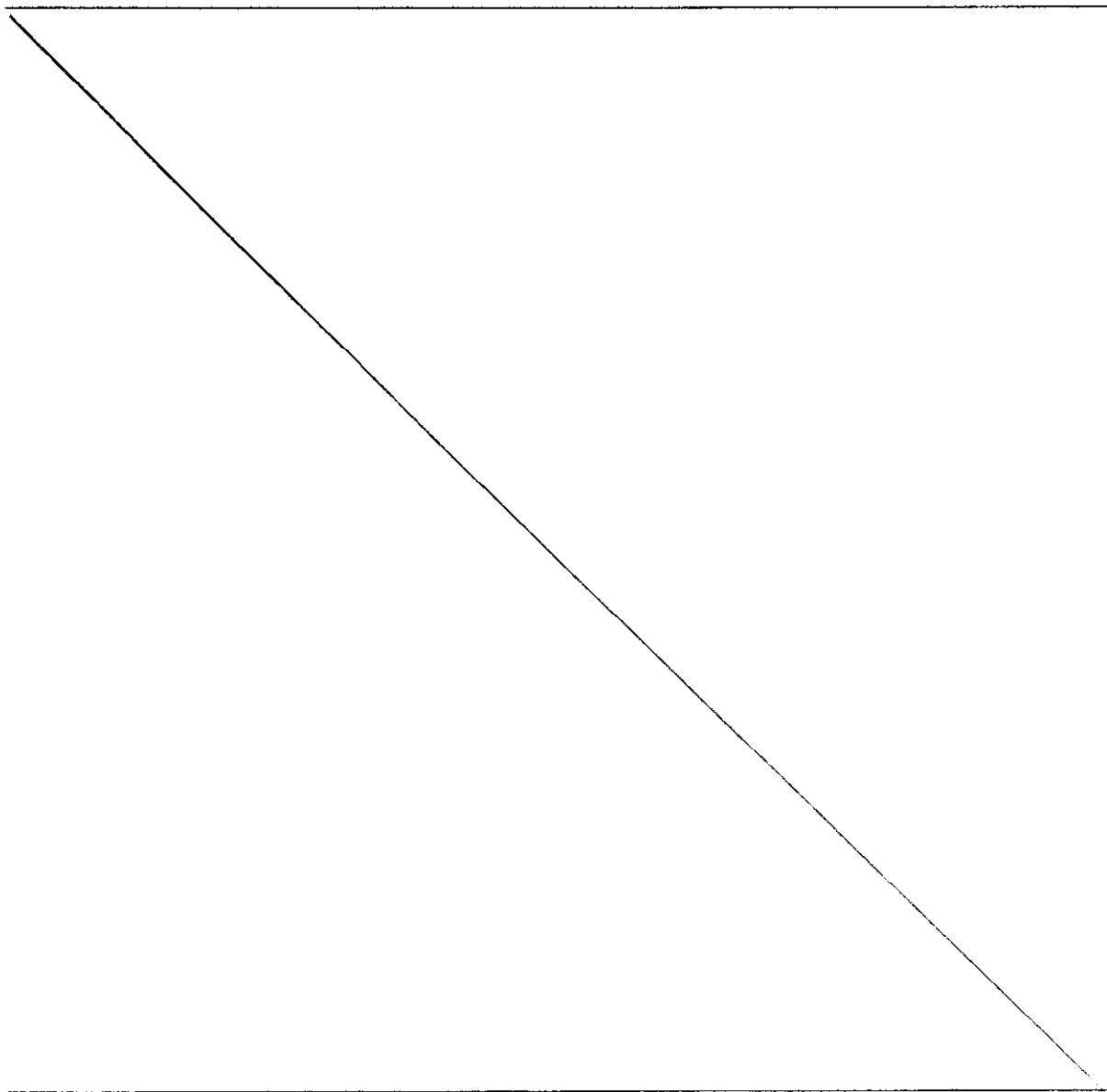
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Sheila Kendall
[1st Witness' Signature]

Sheila Kendall
[Type or Print Name]

James A. Welch
[2nd Witness' Signature]

JAMES A. WELCH
[Type or Print Name]

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

Steven Paletsky
[Type or Print Name]

Trustee
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 14 day of OCTOBER 2004 by ^{Steven} Paletsky who produced the following as identification _____ or (is personally know to me) and who did/did not take an oath.

[stamp or seal]

Grace McDonald
[Signature of Notary]

[Typed or Printed Name]



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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney