

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20050047-UTL

1. REQUESTED MOTION:
ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one (1) Utility Easement as a donation of hydrant branch line and one fire hydrant serving *Pine Ridge Commerce Center*. This is a Developer Contributed asset project located on the west side of Pine Ridge Road, approximately 550' north of Kelly Road.

WHY ACTION IS NECESSARY:

To provide potable water service and fire protection to the recently constructed office/warehouse building.

WHAT ACTION ACCOMPLISHES:

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

2. **DEPARTMENTAL CATEGORY:** 10
COMMISSION DISTRICT #: 3

C10F

3. **MEETING DATE:**

02-01-2005

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: 1/18/05

7. **BACKGROUND:**

Fire hydrants 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 and sanitary sewer service will be provided by Lee County Utilities via existing infrastructure located within the Pine Ridge Road right-of-way.

Funds are available for Easement recording fees in Account # OD5360748700.504930.

SECTION 31 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

MANAGEMENT RECOMMENDATIONS:

9. **RECOMMENDED APPROVAL**

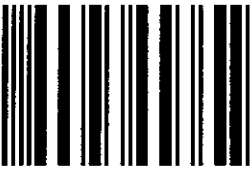
(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>1/18/05</i>	N/A Date:	N/A Date:	T.O. T. Osterhout Date: <i>1/18</i>	<i>[Signature]</i> S. Coovert Date: <i>1/18/05</i>	<i>P.M.</i> <i>1/19/05</i>	<i>[Signature]</i> <i>1/20/05</i>	<i>or</i> <i>1/20/05</i>	<i>[Signature]</i> Date: <i>1/18/05</i>	<i>[Signature]</i> J. Lavender Date: <i>1/18/05</i>

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by County
Date: *1/18/05*
Time: *4:15*
Forwarded To:
Admin 1/18/05

RECEIVED BY
COUNTY ADMIN:
1/19/05
9:45 am su
COUNTY ADMIN
FORWARDED TO: *PM*
1/20/05
2/1



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) →

31452456000000CE

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: PINE RIDGE COMMERCE CENTER CONDO ASSN INC.

Last First MI Corporate Name (if applicable)
16266 SAN CARLOS BLVD FT. MYERS FL 33908

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

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

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (2394798181)

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
 Other
 Warranty
 Deed
 Quit Claim
 Deed

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

YES / NO

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

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

YES / NO

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

Conventional Seller Provided Agreement or
 Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/
 Miscellaneous Government Vacant Acreage Timeshare

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

YES / NO

\$ **00**

12. Amount of Documentary Stamp Tax

\$

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

YES / NO

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

Signature of Grantor or Grantee or Agent

Date **1/18/05**

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 <input type="text"/> and Page Number <input type="text"/> and File Number <input type="text"/> Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/> Month Day Year</p>	<p align="center">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
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

314524560000000CE

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: PINE RIDGE COMMERCE CENTER CONDO ASSN INC.

Last Mailing Address
16266 SAN CARLOS BLVD

First City MI
FT. MYERS

Corporate Name (if applicable)
FL 33908

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 Mailing Address
P. O. BOX 398

First City MI
FT. MYERS

Corporate Name (if applicable)
FL 33902 (239) 4798181

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:
 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

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.00

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

YES

NO

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

Signature of Grantor or Grantee or Agent

Date 1/10/05

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"/>	
Date Recorded	<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 "Pine Ridge Commerce Center Condominium Association, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant and hydrant branch line) serving "**PINE RIDGE COMMERCE CENTER**"; 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 **\$29,975.00** 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: 5/14/2004

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

Gentlemen:

This is to certify that the water distribution system located in
Pine Ridge Commerce Centre
(Name of Development)

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

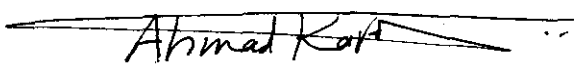
Upon completion of the work, we observed the following successful tests of the facilities:

Bacteriological Test

Pressure Test(s) - Water Main

Very truly yours,

Ahmad R. Kareh, P.E. / Bean, Whitaker, Lutz & Kareh, Inc.
(Owner or Name of Corporation)



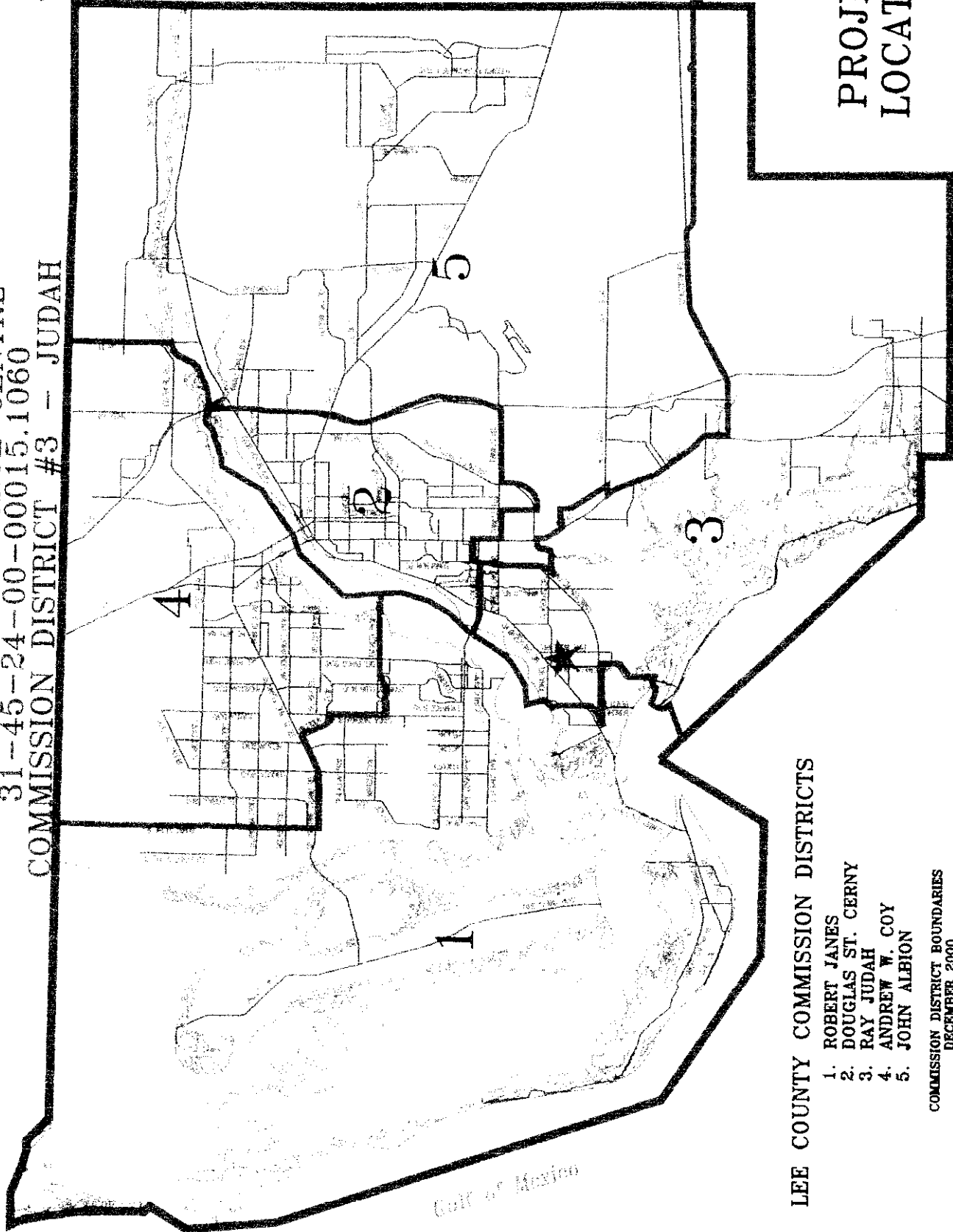
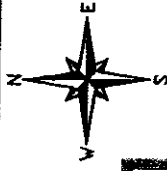
(Signature)

Vice-President
(Title)

(Seal of Engineering Firm)



PINE RIDGE COMMERCE CENTRE
31-45-24-00-00015.1060
COMMISSION DISTRICT #3 - JUDAH



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

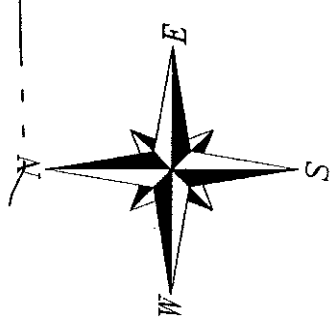
PINE RIDGE COMMERCE CENTRE -

COMMISSION DISTRICT #3 - JUDAH

LAKE

SUBJECT PARCEL
00015

POND



314524
2011023

314524

201-024

201-025

201-021

324524
033

324524
035

324524
032

31-45-24-00-00015.1060 15850 PINE RIDGE ROAD



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of (Name of Development): PINE RIDGE COMMERCE CENTRE

<u>1550 PINE RIDGE ROAD FORT MYERS, FL</u>			
NEW	STRAP#	31-45-24-56-00000.00CE	
OLD	STRAP#	31-45-24-00-00015.1060	

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.

CHRISTO, INCORPORATED
(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keiling*
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 11TH day of MAY, 20 04 by ROBERT A. KEILING who has produced (Print or Type Name)

PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

DD 261445 JAN. 6, 2008
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(NOTARY SEAL)



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount

Of TWENTY NINE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS & NO/100 (\$ 29,975.00)

Hereby waives and releases its lien and right to claim a lien for labor, service, or materials

Furnished to GULF TO BAY CONSTRUCTION, INC. on the job
(insert name of your customer)

Of GULF TO BAY CONSTRUCTION, INC to the following describe
(insert name of the owner)

Property: PINE RIDGE COMMERCE CENTRE
(Name of Development/Project)

WATER - SEE CONTRIBUTORY ASSETS FOR DESCRIPTION
(Facilities Constructed)

15950 PINE RIDGE ROAD FORT MYERS, FL
(Project Location)

NEW STRAP# 31-45-24-56-00000.00CE
OLD STRAP# 31-45-24-00-00015.1060

Dated on May 11, 2004

By: [Signature]
(Signature of Authorized Representative)

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

By: ROBERT A. KEILING
(Print Name of Authorized Representative)

4461-B HANCOCK BRIDGE PKWY
(Address)

Title: PRESIDENT

N. FORT MYERS, FL 33903
(City, State & Zip)

Phone #: 239-997-2823

Fax#: 239-997-4672

State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 11th day of MAY

2004, by Robert A. Keiling, who produced personally known to me as identification or who is personally

known to me, and who did/did not take an oath.

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

NOTARY SEAL

Notary Public: [Signature]
(Signature)

Notary Public Name: MARK K. NOTTINGHAM
(Print)

My Commission Expires: JAN. 6, 2008



11.5

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: Robert A. Keiling

(Name & Title of Certifying Agent) **ROBERT A. KEILING-PRESIDENT**

OF: **CHRISTO, INCORPORATED**
(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**

N. FORT MYERS, FL 33903

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 11TH

day of MAY, 20 04 by ROBERT A. KEILING
(Print or Type Name)

who has produced Personally Known to Me as identification,
(Type Of Identification and Number)

and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

DD261445 JAN. 6, 2008
Notary Commission Number

(NOTARY SEAL)



COPY

FOR COPYING PURPOSES ONLY,
DO NOT SIGN

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

Strap Number:

31-45-24-56-00000.00CE
(Formerly Strap Number 31-45-24-00-00015.0160)

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 Pine Ridge Commerce Center Condominium Association, Inc.,
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.

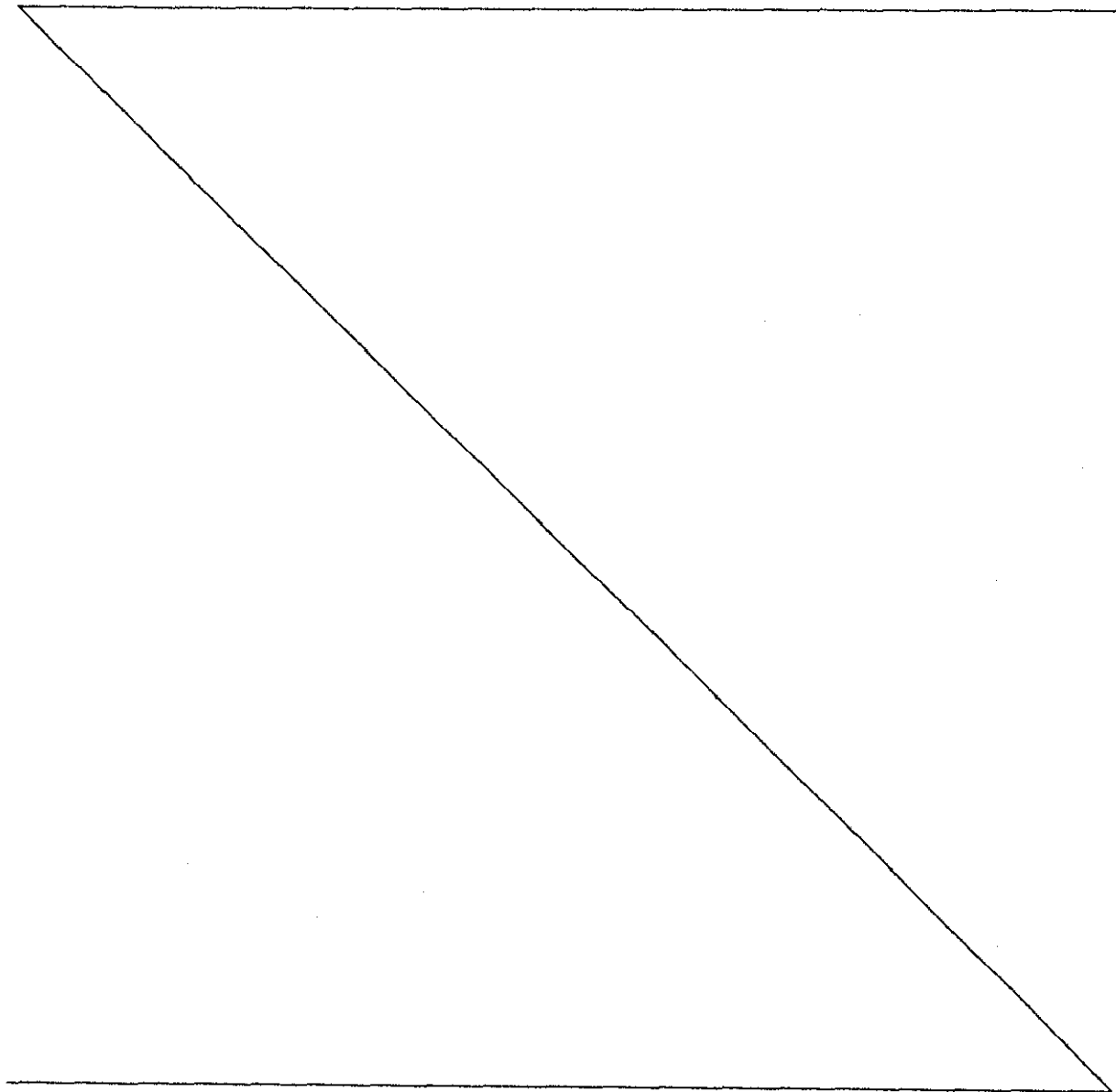
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Chuck Claypool
[1st Witness' Signature]

Chuck Claypool

[Type or Print Name]

Brittany Fidler
[2nd Witness' Signature]

Brittany Fidler

[Type or Print Name]

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

Christopher Claypool

[Type or Print Name]

Director

[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 7th day of January 2005, by Christopher Claypool who produced the following as identification personally known or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Carrie L. Payne
MY COMMISSION # DD111760 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Carrie L Payne
[Signature of Notary]

Carrie L. Payne

[Typed or Printed Name]

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

ATTEST:
CHARLIE GREEN, CLERK

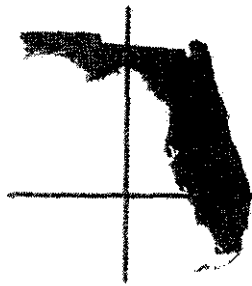
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(20' WIDE PUBLIC UTILITY EASEMENT)

A 20 FOOT WIDE PUBLIC UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING OVER, ACROSS AND THROUGH A PART OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

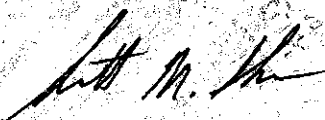
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, THENCE N.01°25'43"W. ALONG THE EAST LINE OF SAID SECTION 31 FOR 530.42 FEET; THENCE S.89°04'51"W. FOR 67.00 FEET TO THE WEST RIGHT-OF-WAY LINE (PER ORDER OF TAKING IN OFFICIAL RECORD BOOK 2306, PAGE 1295); THENCE N.01°25'43"W. ALONG SAID WEST LINE FOR 50.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE LEAVING SAID WEST LINE S.89°04'37"W. FOR 8.89 FEET; THENCE N.45°55'23"W. FOR 49.93 FEET; THENCE N.44°04'37"E. FOR 20.00 FEET; THENCE S.45°55'23"E. FOR 42.26 FEET TO AN INTERSECTION WITH SAID WEST LINE; THENCE S.01°25'43"E. ALONG SAID WEST LINE FOR 19.57 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 1,009 SQUARE FEET, MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE EAST LINE OF SAID SECTION 31 BEING N.01°25'43"W.

METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071


SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

5-20-2004

SHEET 1 OF 2

4923SK1.doc

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- P.C. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT

FOR THE EXCLUSIVE USE OF:
- GULF TO BAY CONSTRUCTION, INC.

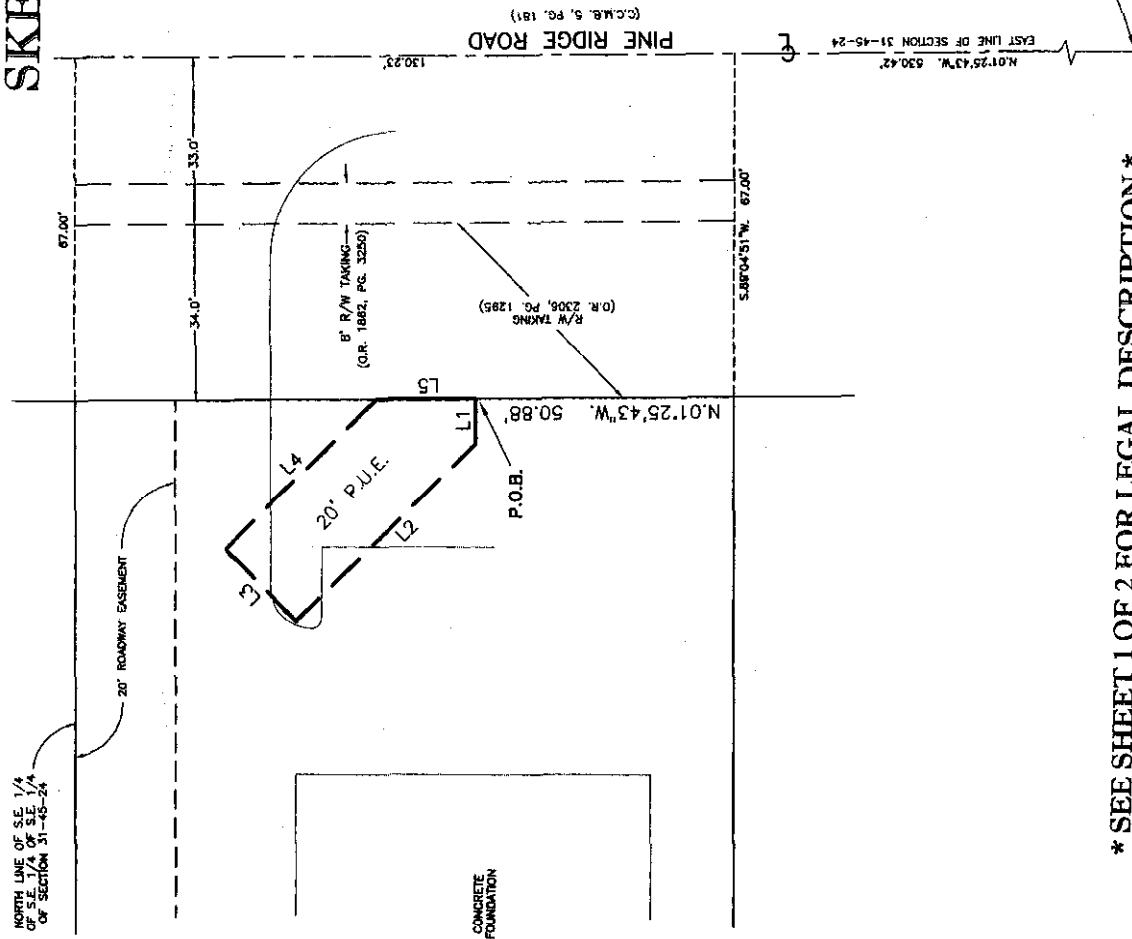
*** THIS IS NOT A SURVEY ***

BY: SCOTT RAMSEY, L.S.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 12345

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

LINE TABLE

Line	Bearing	Distance
L1	S 88°04'17"W	8.89'
L2	N 45°52'31"W	49.93'
L3	N 44°04'33"W	20.00'
L4	S 45°52'31"E	42.26'
L5	S 01°25'43"E	19.57'



SKETCH OF DESCRIPTION

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS - PLANNERS
I.B.# 7071
www.metronfl.com

5245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457

FILE NAME:	4923SK1.DWG	FIELD BOOK/TAGE:	203/75	PROJECT NO.:	4923	SHEET:	2 OF 2	
SECTION DATE:	5-13-2004	DRAWN BY:	SMS	SCALE:	1" = 30'	CHECKED BY:	SMS	
							SECTION:	31-45-24

*** SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION ***

NORTH LINE OF S.E. 1/4
OF S.E. 1/4 OF S.E. 1/4
OF SECTION 31-45-24

CONCRETE
FOUNDATION

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20050046-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for PINE RIDGE COMMERCE CENTER
project.

EASEMENT: PINE RIDGE COMMERCE CENTER CONDOMINIUM ASSN INC.
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES


SUE GULLEDGE Signature Authorization
1-12-05

B. SERVICE RECEIVED: EASEMENT
RECORDING

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

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

Strap Number:

31-45-24-56-00000.00CE
(Formerly Strap Number 31-45-24-00-00015.0160)

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 Pine Ridge Commerce Center Condominium Association, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political subdivision 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.

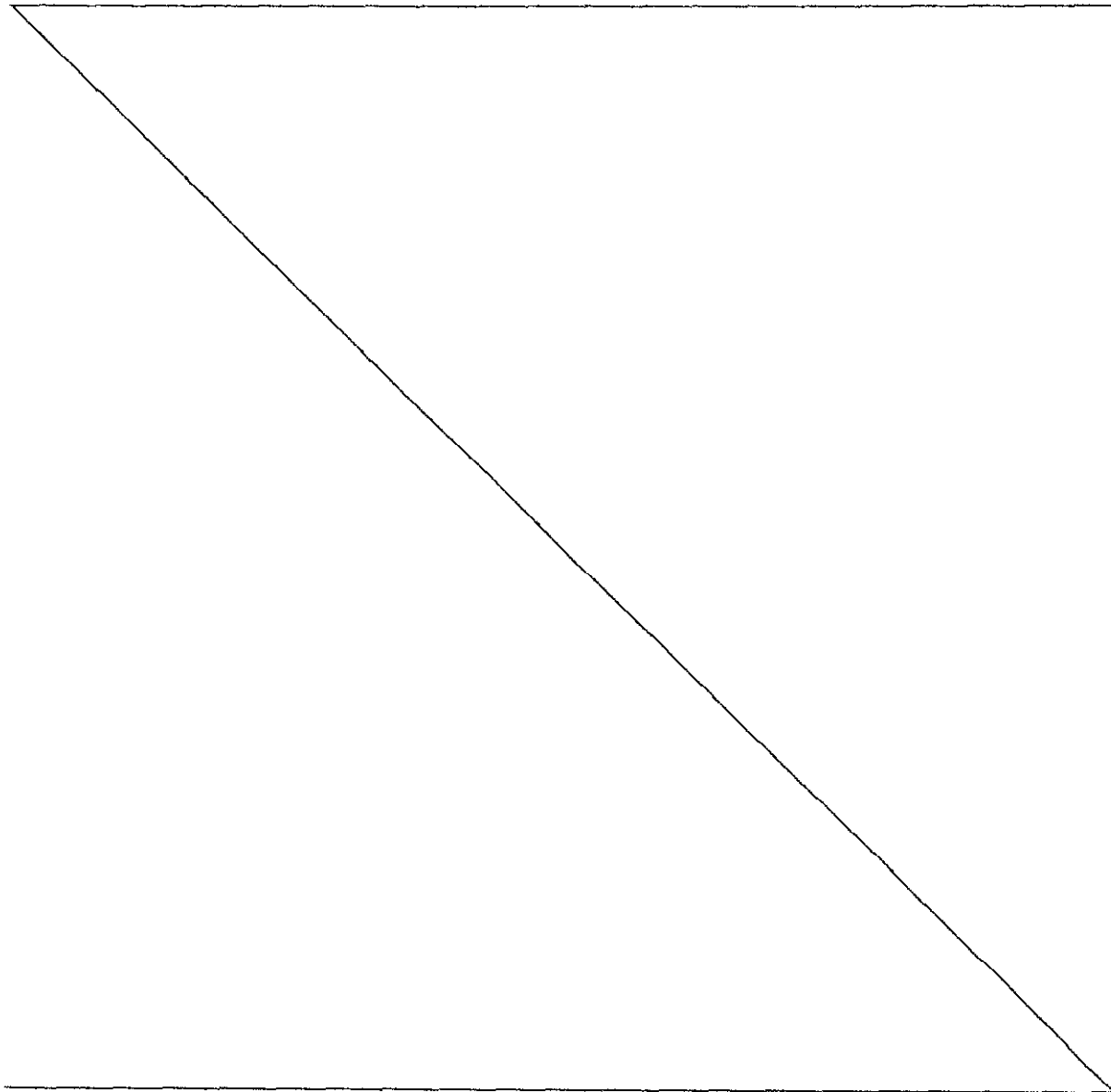
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Chuck Claypool
[1st Witness' Signature]

Chuck Claypool

[Type or Print Name]

Brittany Fidler
[2nd Witness' Signature]

Brittany Fidler

[Type or Print Name]

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

Christopher Claypool

[Type or Print Name]

Director

[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 17th day of January 2005, by Christopher Claypool who produced the following as identification personally know or is personally know to me, and who ~~did~~ did not take an oath.

[stamp or seal]



Carrie L. Payne
MY COMMISSION # DD111760 EXPIRES
June 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Carrie L. Payne
[Signature of Notary]

Carrie L. Payne

[Typed or Printed Name]

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

ATTEST:
CHARLIE GREEN, CLERK

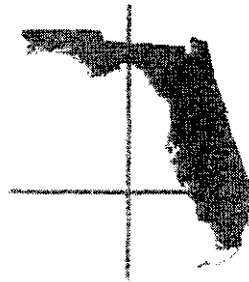
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(20' WIDE PUBLIC UTILITY EASEMENT)

A 20 FOOT WIDE PUBLIC UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING OVER, ACROSS AND THROUGH A PART OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, THENCE N.01°25'43"W. ALONG THE EAST LINE OF SAID SECTION 31 FOR 530.42 FEET; THENCE S.89°04'51"W. FOR 67.00 FEET TO THE WEST RIGHT-OF-WAY LINE (PER ORDER OF TAKING IN OFFICIAL RECORD BOOK 2306, PAGE 1295); THENCE N.01°25'43"W. ALONG SAID WEST LINE FOR 50.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE LEAVING SAID WEST LINE S.89°04'37"W. FOR 8.89 FEET; THENCE N.45°55'23"W. FOR 49.93 FEET; THENCE N.44°04'37"E. FOR 20.00 FEET; THENCE S.45°55'23"E. FOR 42.26 FEET TO AN INTERSECTION WITH SAID WEST LINE; THENCE S.01°25'43"E. ALONG SAID WEST LINE FOR 19.57 FEET TO THE POINT OF BEGINNING.

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METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

5-20-2004

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

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