

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20050050-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:
 Approve final acceptance, by Resolution, as a donation for one 6" diameter fire line and one (1) fire hydrant serving Gannon's Antique Center. This is a Developer contributed asset and the project is located along the east side of US 41 across from Island Park Road.

WHY ACTION IS NECESSARY: To provide fire protection to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES: Places the fire line and fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 3

C10I

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:


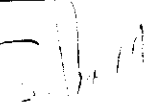


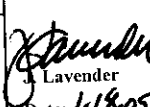
Fire lines and fire hydrants do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.
 The installation has been inspected for conformance to the Lee County Utilities Operations manual.
 Satisfactory pressure and bacteriological testing has been completed.
 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.
 Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of US 41.
 Sewer service is provided by on-site septic.

Funds are available for recording fees in account # OD5360748700.504930.

SECTION 01 TOWNSHIP 46S 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	
 Date: 1/18/05	N/A Date:	N/A Date:	P.O. T. Osterhou Date: 1/18	 S. Covert Date: 1/19	P.M. 1/19/05	 1/20/05	or 1/20/05	 1/20/05	 Lavender Date: 1-18-05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

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

RECEIVED BY
 COUNTY ADMIN:
 1/19/05
 9:45 am SL
 COUNTY ADMIN
 FORWARDED TO: PM
 1/19/05
 2, 11

RESOLUTION NO. _____

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "Richard Gannon", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant and one 6" diameter fire line) serving "**GANNON'S ANTIQUE 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 **\$7,120.50** 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

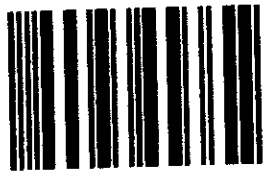
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY



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) →

01462400000070000

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? →

EASEMENT DONATION BY:

RICHARD GANNON

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)
1051 WYOMI DRIVE FORT MYERS FL 33919

4. Grantee (Buyer):

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.
FOR LEE CO. BD. OF CO. COMMISSIONERS

5. Date of Sale/Transfer

Month / Day / Year

Sale/Transfer Price

\$ 00 (Round to the nearest dollar.)

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:

\$ 00 (Round to the nearest dollar.)

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

YES / NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:
 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

\$ 00 Cents

12. Amount of Documentary Stamp Tax

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

YES / NO

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

Signature of Grantor or Grantee or Agent

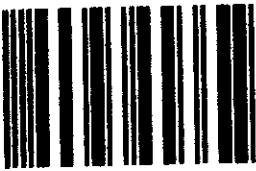
Date

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.

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	

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.

0 1 2 3 4 5 6 7 8 9

0123456789

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

01462400000070000

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? →

EASEMENT DONATION BY:

RICHARD GANNON

3. Grantor (Seller):
Last First MI FL Corporate Name (if applicable)
1051 WYOMI DRIVE FORT MYERS FL 33919

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FT. MYERS FL 33902 (239) 4798181
FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer):
Last First MI FL 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 \$. 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", outstanding mortgage balance: \$. 0 0
Warranty Deed Quit Claim Deed (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$. 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 **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 Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>	<p>Clerks Date Stamp</p>
--	---------------------------------

This copy to Department of Revenue

COPY

LETTER OF COMPLETION

DATE: 11/9/2004

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

Gentlemen:

This is to certify that the **fire hydrant and fire line up to and including 1st OS and Y valve** located in

Gannon's Antique Center
(Name of Development)

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

the approved plans and the approved specifications

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

Bacteriological Test ,

Very truly yours,

Richard Gannon
(Owner or Name of Corporation)

I. K. Stewart Agent

(Signature)

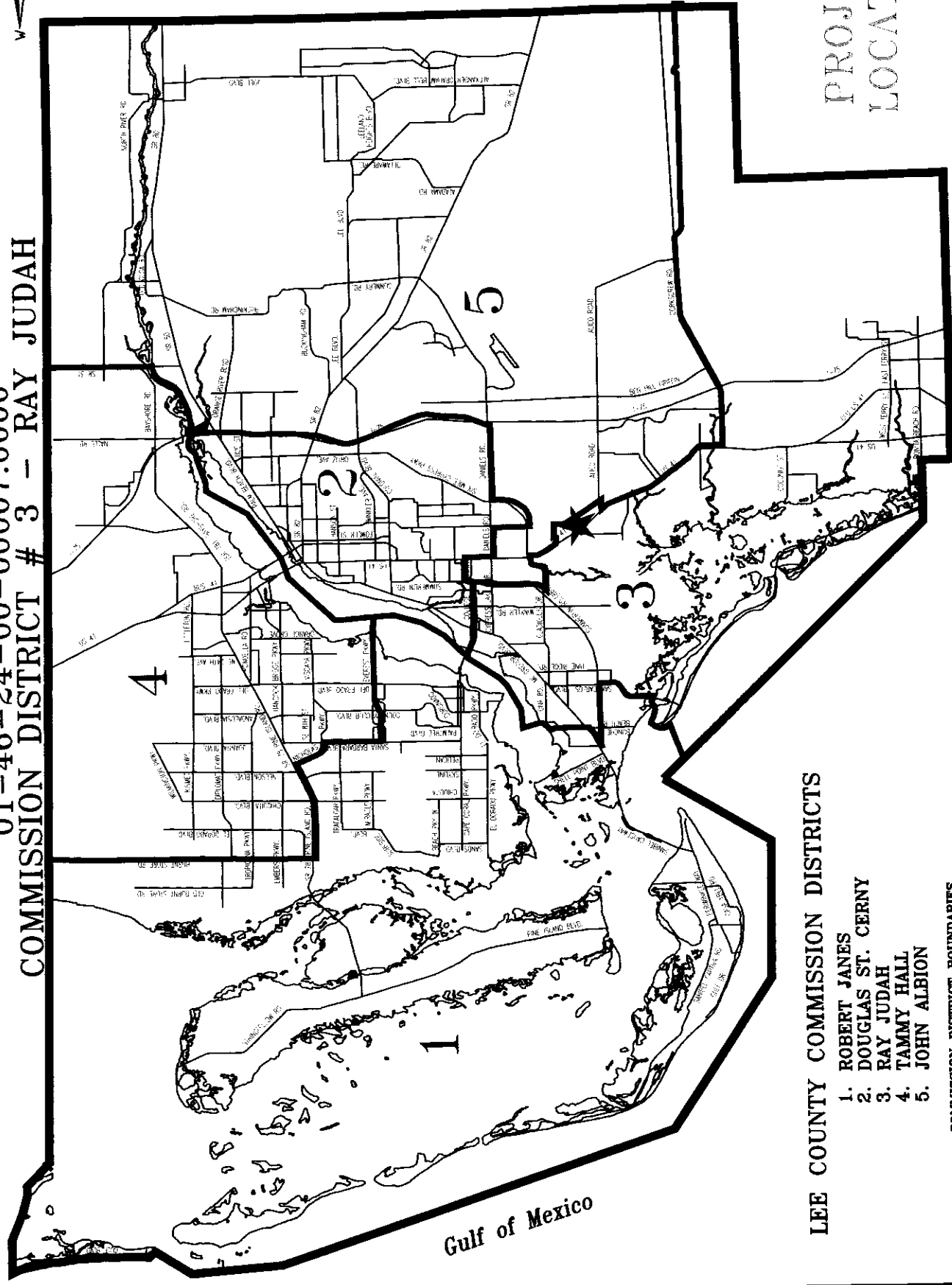
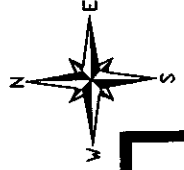
I. K. Stewart, P.E., Agent
(Title)

(Seal of Engineering Firm)

I. K. Stewart

I. K. Stewart, P.E.
FL Reg. #15796

GANNON'S ANTIQUE CENTER
 01-46-24-00-00007.0000
 COMMISSION DISTRICT # 3 - RAY JUDAH



PROJECT
 LOCATION

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

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of Gannon's Antique Center to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Michael Sappah / B.J. Enterprises, Inc.
(Name of Owner/Contractor)

BY: *Michael Sappah*
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 13 th day of OCT, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(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 Seven Thousand One Hundred Twenty & 50/100's (\$7,120.50) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Richard Gannon on the job of Gannon's Antique Center to the following described property:

Gannon's Antique Center
(Name of Development/Project)

water distribution system
(Facilities Constructed)

16521 S Tamiami Tr., Fort Myers, FL
(Location)

01-46-24-00-00007.0000
(Strap # or Section, Township & Range)

Dated on: October 13, 2004

By: *Michael Sappah*
(Signature of Authorized Representative)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

By: Michael Sappah
(Print Name of Authorized Representative)

8102 Grady Dr
(Address of Firm or Corporation)

Title: President

Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

Fax#: (239)731-5205

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 13 th day of October, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(Notary Seal & Commission Number)

Bruce Monnier
(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

(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 Michael Sappah
(Signature of Certifying Agent)

Michael Sappah / President
(Name & Title of Certifying Agent)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 13 th day of October, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

Notary Commission Number

(NOTARY SEAL)

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

Strap Number:

01-46-24-00-00007.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2005, by and between Richard Gannon, 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.

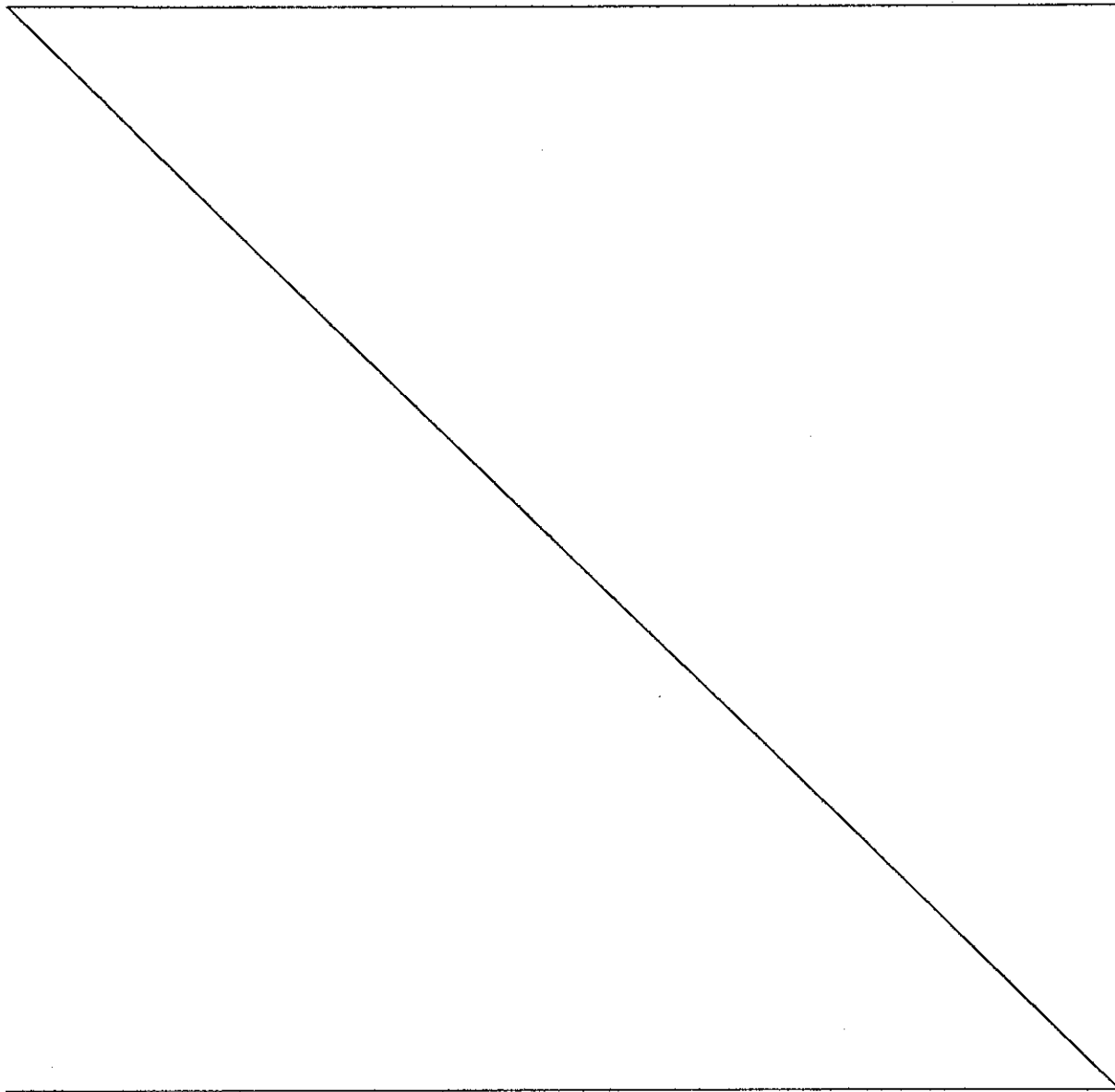
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Handwritten Signature]
[1st Witness' Signature]

John Allen
[Type or Print Name]

[Handwritten Signature]
[2nd Witness' Signature]

Anthony Slisher
[Type or Print Name]

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

Richard Gannon
[Type or Print Name]

Owner
[Title]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 5th day of January 2005, by Richard Gannon 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]



[Handwritten Signature]
[Signature of Notary]

Bonnie Miller
[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

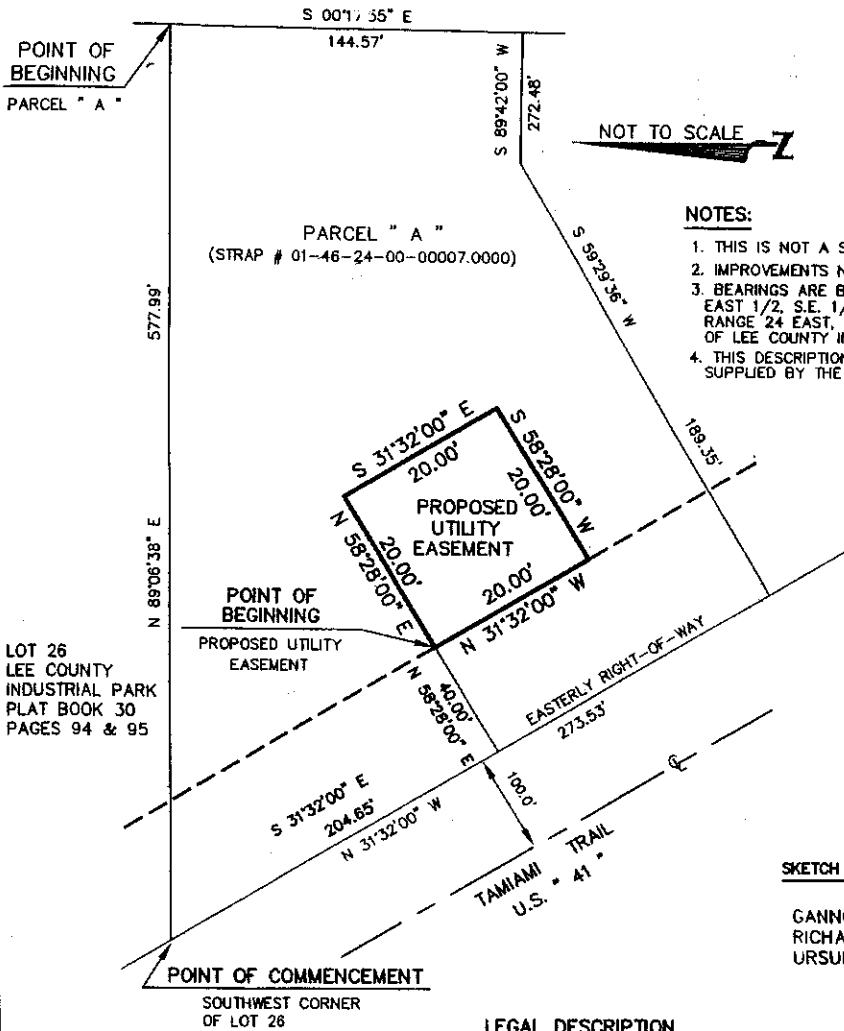
BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

SKETCH AND LEGAL DESCRIPTION

== THIS IS NOT A SURVEY ==
NOT TO SCALE



NOTES:

1. THIS IS NOT A SURVEY.
2. IMPROVEMENTS NOT LOCATED.
3. BEARINGS ARE BASED ON THE NORTH LINE, EAST 1/2, S.E. 1/4, SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING N 89°06'38\" E, PER THE PLAT OF LEE COUNTY INDUSTRIAL PARK.
4. THIS DESCRIPTION WAS PREPARED FROM INFORMATION SUPPLIED BY THE CLIENT.

SKETCH & LEGAL PREPARED FOR:

GANNON'S ANTIQUE CENTER
RICHARD GANNON
URSULA GANNON

LEGAL DESCRIPTION

PROPOSED UTILITY EASEMENT

A PARCEL OF LAND LYING IN THE EAST 1/2, OF THE SOUTHEAST 1/4, OF SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 26, LEE COUNTY INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 30, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 31°32'00\" E ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. 41 (200' RIGHT-OF-WAY), 204.65' FEET; THENCE N 58°28'00\" E, 40.00' FEET TO THE POINT OF BEGINNING; THENCE N 58°28'00\" E, 20.00' FEET; THENCE S 31°32'00\" E, 20.00' FEET; THENCE S 58°28'00\" W, 20.00' FEET; N 31°32'00\" W, 20.00' FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

(PARCEL A)

A PARCEL OF LAND LYING IN THE EAST 1/2, OF THE SOUTHEAST 1/4, OF SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE S 00°17'55\" E, 144.57 FEET; THENCE S 89°42'00\" W, 272.48 FEET; THENCE S 59°29'36\" W, 189.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41, (TAMIAMI TRAIL); THENCE N 31°32'00\" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE 273.53 FEET TO THE SOUTHWEST CORNER OF LOT 26, LEE COUNTY INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 30, PAGES 94 AND 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 89°06'38\" E ALONG THE SOUTH LINE OF SAID LEE COUNTY INDUSTRIAL PARK 577.99 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.99 ACRES MORE OR LESS.

PROJECT NO.	04-1494-A		
SURVEY DATE:	NOVEMBER 22, 2004		
STREET ADDRESS	16521 SOUTH TAMIAMI TRAIL FORT MYERS, FLORIDA		
REVISIONS:			
NO.	DATE	DESCRIPTION	BY

JRI & ASSOCIATES, INC.
LAND SURVEYORS and MAPPERS
LICENSED BUSINESS No. 6427
12811 KENWOOD LANE, SUITE 116
FORT MYERS, FLORIDA 33907
- (239) 278-4858 FAX (239) 278-4799

MICHAEL G. SELPH
PROFESSIONAL LAND SURVEYOR
LICENSE # 10067
Michael G. Selph

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department) SUE GULLEDGE

V#111463
BS 20050050-UTL

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against: N/A GANNON'S ANTIQUE CENTER. Purchase Order # _____ for _____ project. EASEMENT: RICHARD GANNON

ACCOUNT NO. OD5360748700.504930
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES


SUE GULLEDGE Signature Authorization
1-13-05

B. SERVICE RECEIVED:
RECORDING

EASEMENT

O. R. COPIES _____

PLAT COPIES _____

CASE # INDEX FEE _____

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

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

REC'D _____

ENTERED _____

CUST. # 500283

INV. # _____

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

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

Strap Number:

01-46-24-00-00007.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2005, by and between Richard Gannon, 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.

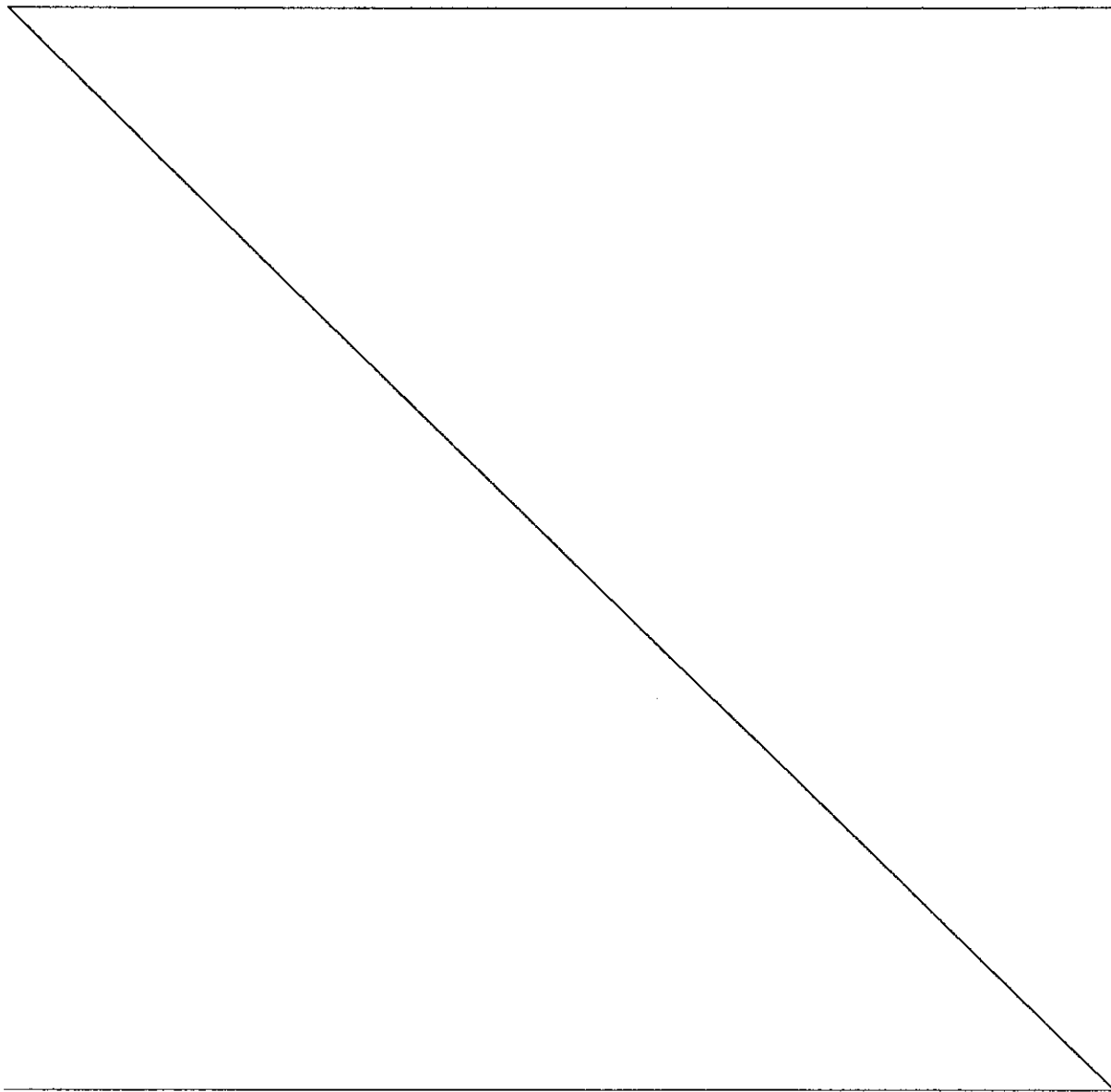
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness' Signature]

John Allen
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Anthony Slisher
[Type or Print Name]

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

Richard Gannon
[Type or Print Name]

Owner
[Title]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 5th day of January 2005, by Richard Gannon 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]



[Signature]
[Signature of Notary]

Bonnie Miller

[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