

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050748-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of two (2) utility easements as a donation of one (1) fire hydrant and a single sanitary sewer service serving *Schwartz Medical Center*. This is a developer contributed asset project located on the north side of College Parkway approximately 950' west of S. Cleveland Avenue. This project will provide potable water service, sanitary sewer and fire protection to the recently constructed medical office building.

2. What Action Accomplishes:

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

3. Management Recommendation:

Lee County Utilities requests that the County Manager's office recommend approval of this item.

4. Departmental Category: 10

C109

5. Meeting Date:

06-14-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other

Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: *[Signature]* 5/26/05
Rick Diaz, P. E., Utilities Director

9. Background:

Fire hydrants and single sanitary services 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 of the water system has been completed.

Record Drawings have been provided.

Engineer's Certification of Completion has been provided---copy attached.

Project location map---copy attached.

Warranty has been provided---copy attached.

Waiver of lien has been provided---copy attached.

Certification of Contributory Assets has been provided---copy attached.

100% of the connection fees have been paid.

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

SECTION 14 TOWNSHIP 45S RANGE 24E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

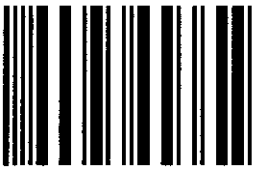
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> J. Lavender Date: <i>5-27-05</i>	N/A	N/A	T. Osterhout Date:	S. Coovert Date:	<i>P.M.</i> 6/1/05	<i>or</i> 6/1/05	<i>[Signature]</i> 6/1/05	<i>[Signature]</i> 6/2/05	<i>[Signature]</i> J. Lavender Date: <i>5-27-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *7/1/05*
 Time: *11:50*
 Forwarded To: _____

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 5-31-05
 2:10
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 6/2/05
 3pm



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) → 14452400000040290

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: CROWNE PLAZA PROF. BLDG., LLC**
 Last: 7181 COLLEGE PKWY-#10 First: FT. MYERS MI: FL Corporate Name (if applicable): 33907
 Mailing Address: 7181 COLLEGE PKWY-#10 City: FT. MYERS State: FL Zip Code: 33907 Phone No.:

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS**
 Last: P. O. BOX 398 First: FT. MYERS MI: FL Corporate Name (if applicable): 33902 (2394798181)
 Mailing Address: P. O. BOX 398 City: FT. MYERS State: FL Zip Code: 33902 Phone No.:

5. Date of Sale/Transfer: 6 / 14 / 2005 Sale/Transfer Price: \$10,000.00 Property Located In: Lee
 Month Day Year (Round to the nearest dollar.)

6. Type of Document: Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed
 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$0.00
 YES / NO (Round to the nearest dollar.)

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

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

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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
 \$ 70 Cents

12. Amount of Documentary Stamp Tax 70
 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 [Signature] Date 5/26/05

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
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Enter numbers as shown below.

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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

14452400000040290

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:

CROWNE PLAZA PROF. BLDG., LLC

Last First MI
7181 COLLEGE PKWY-#10

City State Zip Code
FT. MYERS FL 33907

Corporate Name (if applicable)
()

Mailing Address

RICK DIAZ, P.E. UTIL. DIRECTOR

City State Zip Code
FOR LEE CO. BD. OF

Phone No.
CO. COMMISSIONERS

4. Grantee (Buyer):

Last First MI
P. O. BOX 398

City State Zip Code
FT. MYERS FL 33902

Corporate Name (if applicable)
(2394798181)

Mailing Address

5. Date of Sale/Transfer

City Sale/Transfer Price

State Zip Code Phone No.

6 14 2005 \$

\$10

. 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

\$

0.70

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

5/26/05

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To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book	<input type="text"/>
and	<input type="text"/>
Page Number	<input type="text"/>
and	<input type="text"/>
File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month	Day
	Year

This copy to Department of Revenue



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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) → 14452400000040230

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: FIFTH THIRD BANK F/K/A FIRST NATL BANK**

Last: **P. O. BOX 60439** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33906**
 Mailing Address: City: State: Zip Code: Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS**
 Last: **P. O. BOX 398** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33902 (2394798181)**
 Mailing Address: City: State: Zip Code: Phone No.

5. Date of Sale/Transfer: 6 / 14 / 2005 \$ 10 . 00 Property Located In: Lee
 Month Day Year (Round to the nearest dollar.)

6. Type of Document: Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ 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: 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 \$ 70

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 [Signature] Date 5/26/05

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<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"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>and</p> <p>Page Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>and</p> <p>File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/></p> <p>Month Day Year</p>	<p>Clerks Date Stamp</p>
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This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
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FDOR10240300
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0 1 2 3 4 5 6 7 8 9

0123456789

14452400000040230

1. Parcel Identification Number
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2. Mark (x) all
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 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: FIFTH THIRD BANK F/K/A FIRST NATL BANK**

Last First MI Corporate Name (if applicable)
P. O. BOX 60439 FT. MYERS FL 33906

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer): 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 Property Located In County Code
6 14 2005 \$ \$10 . 00 46
 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
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 00**

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

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

Conventional Seller Provided Agreement or Contract for Deed Other

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

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **. 00**

12. Amount of Documentary Stamp Tax \$ **0.70**

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 *[Signature]* Date **5/26/05**

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This copy to Department of Revenue 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	

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 "Crowne Plaza Professional Building, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant) and sewer facilities (a single sanitary sewer service) serving "**SCHWARTZ MEDICAL 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 **\$14,460.00** 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 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

COPY

LETTER OF COMPLETION

DATE: 4/7/2005

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 , water distribution and sanitary sewer** located in
Schwartz Medical Buiding
(Name of Development)

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

Upon completion of the work, we observed the following successful tests of the facilities:
Bacteriological Test and Pressure Test(s) - Water Main

Very truly yours,

Quattrone & Associates, Inc.
(Owner or Name of Corporation)



(Signature)

James D. Ottensmann, P.E.
(Title)

4/7/05

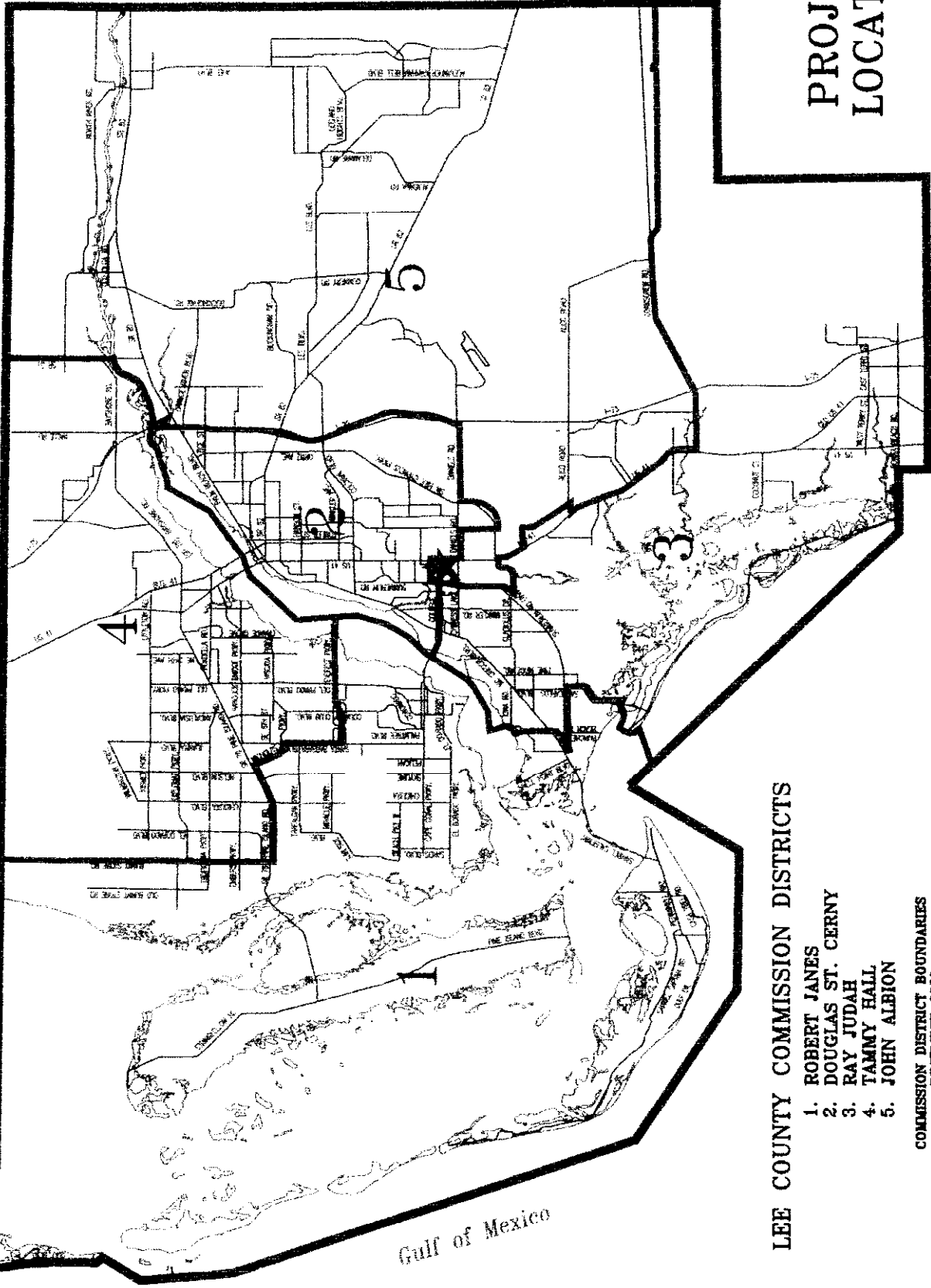
(Seal of Engineering Firm)

PROJECT LOCATION

COPY



SCHWARTZ MEDICAL CENTER
14-45-24-00-00004.0290
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

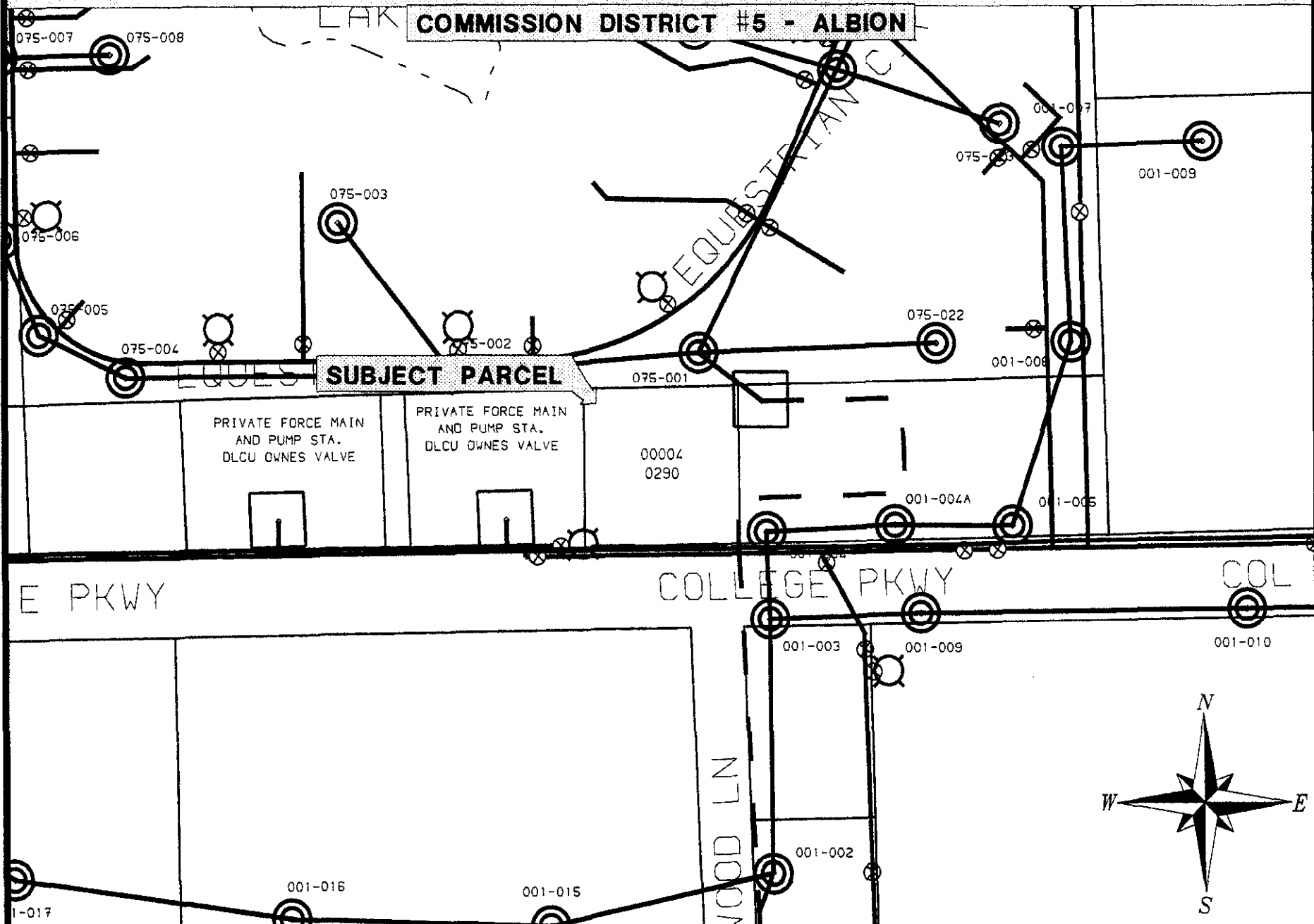
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

SCHWARTZ MEDICAL CENTER

COMMISSION DISTRICT #5 - ALBION



COPY

14-45-24-00-00004.0290

7250 COLLEGE PKWY

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
(Name & Title of Certifying Agent)

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

8102 Grady Dr
(Address of Firm or Corporation)

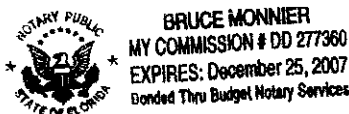
Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10th day of January, 2005 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



Notary Commission Number

(NOTARY SEAL)



(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
(Name & Title of Certifying Agent)

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

8102 Grady Dr
(Address of Firm or Corporation)

Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10 th day of January, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Notary Public Signature

Bruce Monnier
Printed Name of Notary Public

Bruce Monnier
Notary Commission Number



(NOTARY SEAL)



TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20050748

A. AUTHORIZATION:

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

Purchase Order # N/A for SCHWARTZ MEDICAL CENTER project.

ACCT #OD5360748700.504930 EASEMENTS: 1) CROWNE PLAZA PROFESSIONAL BUILDING, LLC
ORIGINAL EASEMENT TO MINUTES AFTER 2) FIFTH THIRD BANK F/K/A FIRST NATIONAL BANK
RECORDING, WITH COPY TO SUE GULLEDGE

Sue Gullidge
SUE GULLEDGE Signature Authorization
5-26-05

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

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20050748

A. AUTHORIZATION:

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

Purchase Order # N/A for SCHWARTZ MEDICAL CENTER project.

ACCT #OD5360748700.504930 EASEMENTS: 1) CROWNE PLAZA PROFESSIONAL BUILDING, LLC
ORIGINAL EASEMENT TO MINUTES AFTER 2) FIFTH THIRD BANK F/K/A FIRST NATIONAL BANK
RECORDING, WITH COPY TO SUE GULLEDGE

Sue Gullledge
SUE GULLEDGE Signature Authorization
5-26-05

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:

14-45-24-00-00004 0295

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1

THIS INDENTURE is made and entered into this 15 day of February, 2014, by and between CROWNE PLAZA PROPERTIES, 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.

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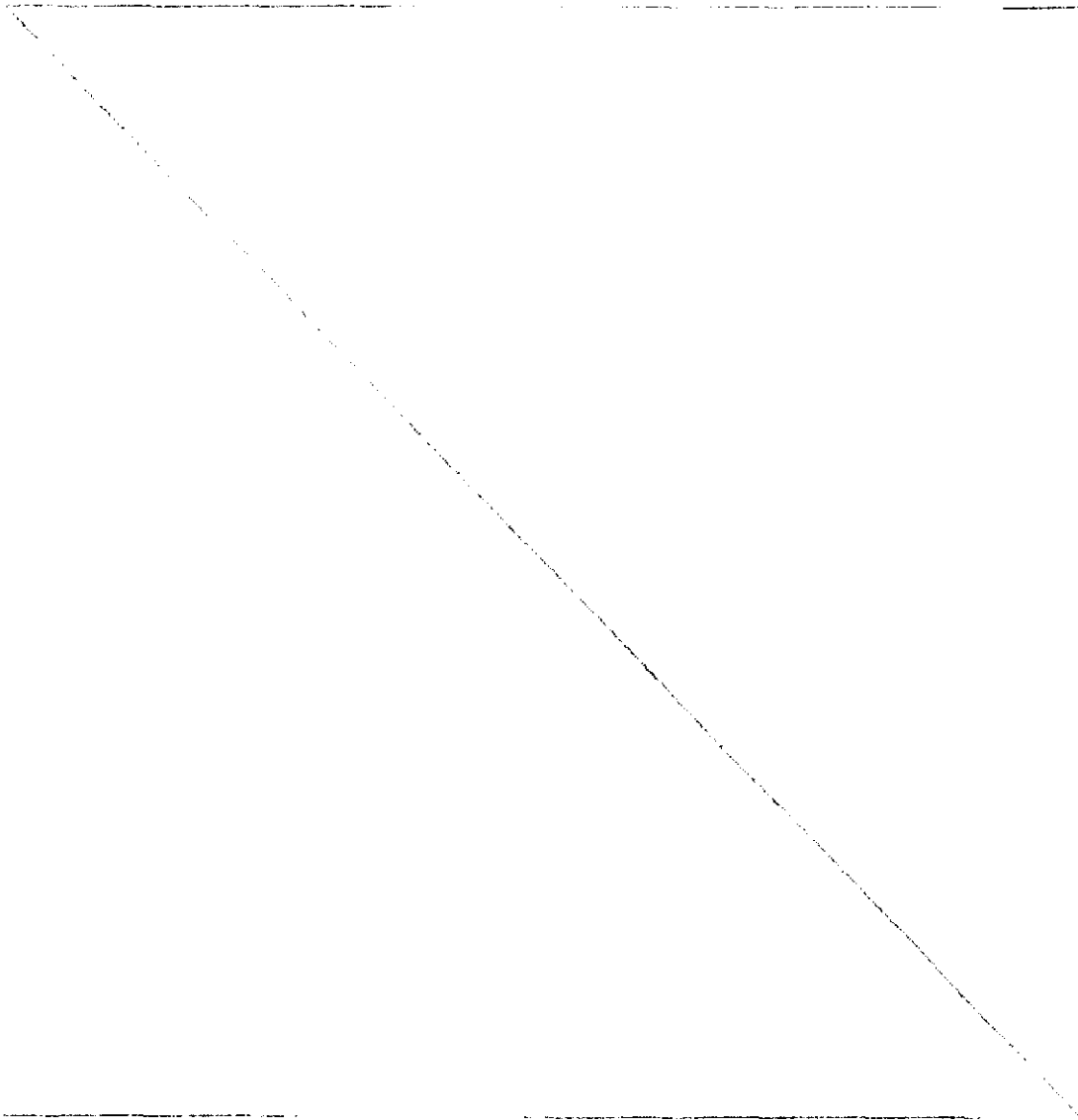


EXHIBIT B

Description of a Parcel of Land
Lying in
Section 14, Township 45 South, Range 24 East
Lee County, Florida
Crowne Plaza
(Sewer Easement)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 14, Township 45 South, Range 24 East and further described as follows:

From the northeast corner of the Northwest One Quarter (NW ¼) of the Southeast One Quarter (SE ¼) of the Southeast One Quarter (SE ¼) of Section 14, Township 45 South, Range 24 East run S00°25'09"E along the west line of a parcel of land as shown in Official Record Book 1529 at Page 2087 of the Public Records in said Lee County for 180.00 feet to an intersection with the north right-of-way line of College Parkway (100 feet wide); thence S89°56'36"W along the north right-of-way of said College Parkway for 437.03 feet to the Point of Beginning; thence continue S89°56'36"W along the north right-of-way of said College Parkway for 10.00 feet: thence N00°03'24"W for 24.00 feet: thence N89°56'36"E for 10.00 feet; thence S00°03'24"E for 24.00 feet to the Point of Beginning.

Bearings are based on the north line of the Northwest One Quarter (NW ¼) of the Southeast One Quarter (SE ¼) of Southeast One Quarter (SE ¼) of Section 14, Township 45 South, Range 24 East, as bearing S89 56'36"W.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

11000 Metro Parkway, Suite 30
Fort Myers, Florida 33912 - 239-936-5222

JOB CROWNE PLAZA

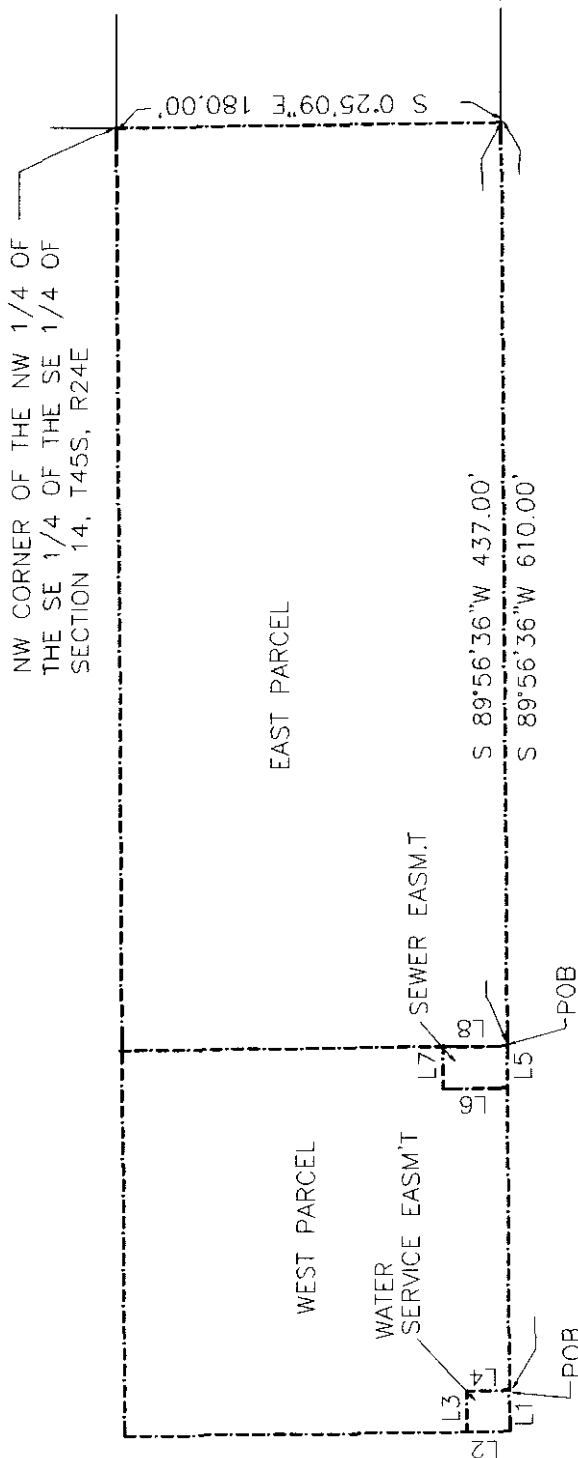
ADDRESS COLLEGE PARKWAY

SHEET NO. EASEMENT

DATE 4/4/05

CHECKED BY N.T.S.

SCALE OR DESCRIPTION



L1	S 89°56'36"W 10.00'
L2	N 0°25'09"W 10.00'
L3	S 89°56'36"E 10.00'
L4	S 0°25'09"E 10.00'
L5	S 89°56'36"W 10.00'
L6	N 0°03'24"W 24.00'
L7	N 89°56'36"E 10.00'
L8	S 0°03'24"E 24.00'

Exhibit B-1

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

Strap Number:

14-45-24-00-00004.0290

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT # 2

THIS INDENTURE is made and entered into this ____ day of ____
20__ by and between ____, Owner, hereinafter referred to as GRANTOR(S), and
LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as
GRANTEE.

*FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION AND
SUCCESSOR BY MERGER TO FIRST NATIONAL BANK OF FLORIDA AND
FIRST NATIONAL BANK OF FLORIDA
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.

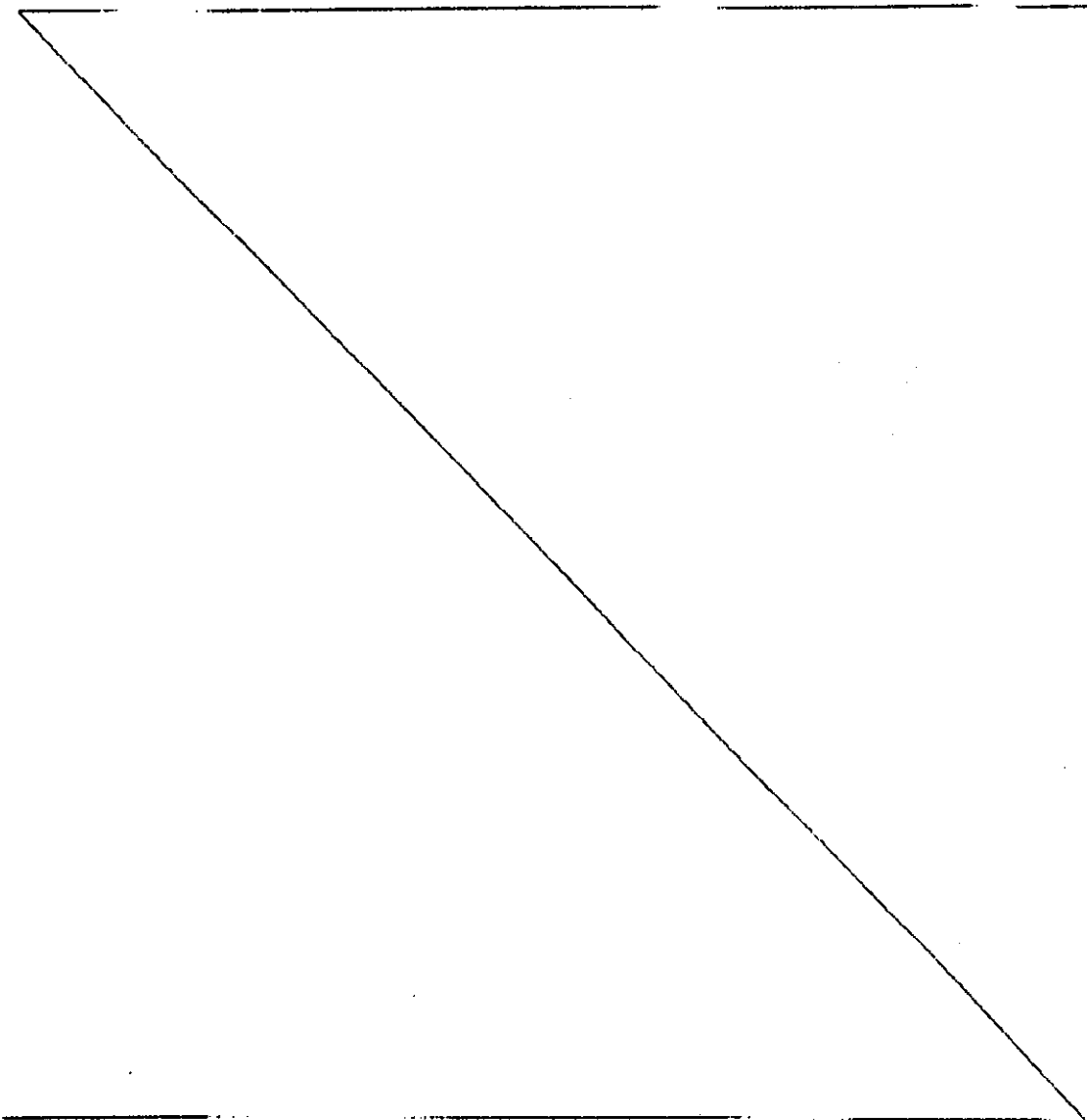
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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

Amie L. Gum
Witness Name: Amie L. Gum

William J. Moran
Witness Name: WILLIAM J. MORAN

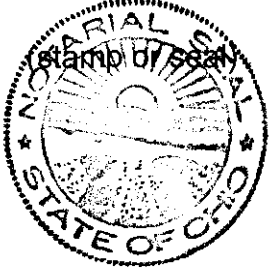
Fifth Third Bank,
a Michigan banking corporation

By: J. McLean Kramer

Print Name: J. McLean Kramer
Its: Vice President

STATE OF Ohio
COUNTY OF Hamilton

The foregoing instrument was signed and acknowledged before me this 29th day of April, 2005 by J. McLean Kramer Its Vice President on behalf of Fifth Third Bank, a Michigan banking corporation who is personally known to me or produced the following as identification _____ and who did/did not take an oath.



Amie Lee Pinsenschaum
[Signature of Notary] **AMIE LEE PINSENSCHAUM**
Notary Public, State of Ohio
My Commission Expires Nov 6, 2005
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, CLERK
BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

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

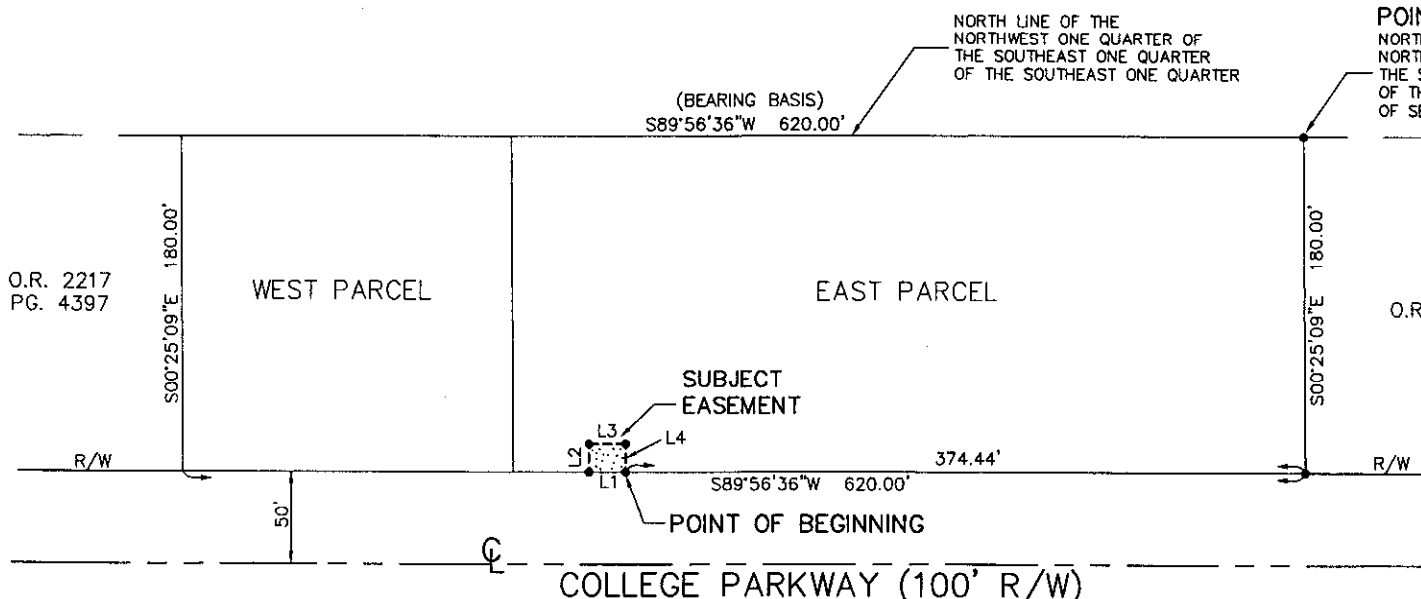
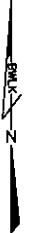
BY: _____
Office of the County Attorney

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND
 LYING IN
 SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA.

POLOS APARTMENT COMPLEX
 O.R. 2425, PG. 2323

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF THE
 NORTHWEST ONE QUARTER OF
 THE SOUTHEAST ONE QUARTER
 OF SECTION 14



COLLEGE PARKWAY (100' R/W)

* THIS IS NOT A SURVEY *
 Bean, Whitaker, Lutz & Kareh, Inc.

Scott C. Whitaker
 SCOTT C. WHITAKER, P.L.S.
 Florida Certificate No. 4324

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°56'36\"W	20.00'
L2	N00°03'24\"W	15.00'
L3	N89°56'36\"E	20.00'
L4	S00°03'24\"E	15.00'

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

BEARINGS ARE BASED ON THE NORTH LINE OF THE
 NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE
 SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 45 SOUTH,
 RANGE 24 EAST, AS BEARING S.89°56'36\"W.

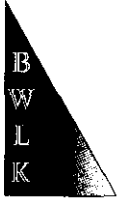
SCHWARTZ MEDICAL BUILDING - WATERLINE EASEMENT

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4818)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-0910 (239) 481-1331

SK30008_WL1.DWG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
2-2-05	30008	CDK	1" = 80'	2 OF 2	14-45-24



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land
Lying in
Section 14, Township 45 South, Range 24 East
Lee County, Florida
First National Bank Site
(Water Line Easement)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 14, Township 45 South, Range 24 East and further described as follows:

From the northeast corner of the Northwest One Quarter (NW 1/4) of the Southeast One Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of Section 14, Township 45 South, Range 24 East run S00°25'09"E along the west line of a parcel of land as shown in Official Record Book 1529 at Page 2087 of the Public Records in said Lee County for 180.00 feet to an intersection with the north right-of-way line of College Parkway (100 feet wide); thence S89°56'36"W along the north right-of-way of said College Parkway for 374.44 feet to the Point of Beginning; thence continue S89°56'36"W along the north right-of-way of said College Parkway for 20.00 feet; thence N00°03'24"W for 15.00 feet; thence N89°56'36"E for 20.00 feet; thence S00°03'24"E for 15.00 feet to the Point of Beginning.

Parcel contains 0.01 acres (300 square feet), more or less.

Bearings are based on the north line of the Northwest One Quarter (NW 1/4) of the Southeast One Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of Section 14, Township 45 South, Range 24 East, as bearing S89°56'36"W.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)



Scott C. Whitaker, P.S.M. 4324

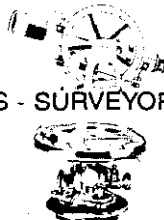
30008DESC-WATER LINE EASE1 2/3/05

SHEET 1 OF 2

PRINCIPALS:

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SECRETARY CERTIFICATE**FIFTH THIRD BANK**

The undersigned does hereby certify that she is the duly elected, qualified and acting Assistant Secretary of Fifth Third Bank, a Michigan banking corporation (the "Corporation"), and the undersigned does hereby further certify pursuant to Article XII of the Corporation's Bylaws appended hereto, that the following individuals have been duly authorized to sign and execute the documents set forth thereon and that said Bylaw provisions are presently in full force and effect and have not been revoked, rescinded or amended as of the date hereof.

William Moran – Senior Vice President

J. Maclain Kramer – Vice President

IN WITNESS WHEREOF, the undersigned hereby certifies the above to be true and has executed this certificate this 15 day of April, 2005.

By: Gwen M. Morris

Name: Gwen M. Morris

Title: Assistant Secretary



SECRETARY CERTIFICATE

FIFTH THIRD BANK

The undersigned does hereby certify that she is the duly elected, qualified and acting Assistant Secretary of Fifth Third Bank, a Michigan banking corporation (the "Corporation"), and the undersigned does hereby further certify pursuant to Article XII of the Corporation's Bylaws appended hereto, that the following individuals have been duly authorized to sign and execute the documents set forth thereon and that said Bylaw provisions are presently in full force and effect and have not been revoked, rescinded or amended as of the date hereof.

William Moran – Senior Vice President

J. Maclain Kramer – Vice President

IN WITNESS WHEREOF, the undersigned hereby certifies the above to be true and has executed this certificate this 15 day of April, 2005.

By: Gwen M. Morris

Name: Gwen M. Morris

Title: Assistant Secretary



10

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
OFFICE OF FINANCIAL AND INSURANCE SERVICES

I, Linda A. Watters, Commissioner of the Office of Financial and Insurance Services,
Department of Labor & Economic Growth, State of Michigan, do hereby certify that the attached
Agreement of Consolidation and Plan of Merger is filed in this office showing that

**First National Bank of Florida
Naples, Florida**

consolidated with and into **Fifth Third Bank** under the charter and name of

**Fifth Third Bank
Grand Rapids, Michigan**

effective at the opening of business January 1, 2005



SIGNED AND SEALED this 11th day of
January, 2005, at Lansing, Michigan.

Linda A. Watters

Linda A. Watters
Commissioner

INSTR # 6654380
OR BK 04597 Pgs 0318 - 327; (10pgs)
RECORDED 02/16/2005 08:22:42 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 86.50
DEPUTY CLERK G Sherwood

I, Linda A. Watters, hereby certify, that I am the Commissioner of the Office of Financial and Insurance Services and that the attached is a true copy of the

**Agreement of Consolidation
and
Plan of Merger**

between

**First National Bank of Florida
Naples, Florida**

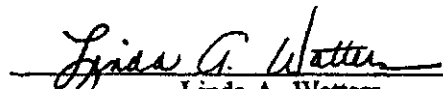
and

**Fifth Third Bank
Grand Rapids, Michigan**

dated September 22, 2004, providing for the consolidation of First National Bank of Florida with and into Fifth Third Bank under the charter and name of Fifth Third Bank. The consolidation was approved by the Commissioner, Office of Financial and Insurance Services, Department of Labor & Economic Growth, State of Michigan, December 21, 2004.

The consolidation is effective at the opening of business January 1, 2005.

Filed and entered this 29th day of December, 2004.



Linda A. Watters
Commissioner
Office of Financial and Insurance Services
Department of Labor & Economic Growth
STATE OF MICHIGAN

FIFTH THIRD BANK'S OFFICER'S CERTIFICATE

Pursuant to Section 3701 of the Michigan Banking Code, I, Mary E. Tuuk, Senior Vice President and Secretary of Fifth Third Bank, a Michigan banking corporation, do hereby certify that this Agreement of Consolidation has been signed by at least a majority of the directors of this bank or their duly authorized representative. This Agreement of Consolidation was adopted by the unanimous written consent of this bank's sole shareholder dated September 16, 2004, in lieu of a shareholder meeting as permitted under Section 3701(8) of the Banking Code.

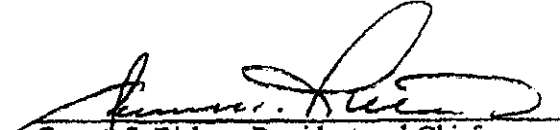
IN WITNESS WHEREOF, I have hereunto set my hand on behalf of Fifth Third Bank as of September 22, 2004.

Mary E. Tuuk
Mary E. Tuuk, Senior Vice President and Secretary

FIRST NATIONAL BANK OF FLORIDA'S OFFICER'S CERTIFICATE

Pursuant to Section 3701 of the Michigan Banking Code, I, Garrett S. Richter, President and Chief Executive Officer of First National Bank of Florida, a national association, do hereby certify that this Agreement of Consolidation has been signed by at least a majority of the directors of this bank or their duly authorized representative. This Agreement of Consolidation was adopted by the unanimous written consent of this bank's sole shareholder dated September 22, 2004, in lieu of a shareholder meeting as permitted under Section 3701(8) of the Banking Code.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of First National Bank of Florida, as of September 22, 2004.



Garrett S. Richter, President and Chief
Executive Officer

**AGREEMENT OF CONSOLIDATION
AND
PLAN OF MERGER**

THIS AGREEMENT OF CONSOLIDATION AND PLAN OF MERGER (this "Agreement") dated as of September 22, 2004, by and between **FIFTH THIRD BANK**, Grand Rapids, Kent County, Michigan, a Michigan banking corporation ("Consolidated Bank" or "Fifth Third"), and **FIRST NATIONAL BANK OF FLORIDA**, Naples, Collier County, Florida, a national banking association ("First National") (Fifth Third and First National being hereinafter sometimes collectively called "the Consolidating Organizations");

WITNESSETH:

WHEREAS, prior to the merger contemplated in this Agreement, First National's sole shareholder, First National Bankshares of Florida, Inc. ("Bankshares"), will merge with and into Fifth Third Financial Corporation, the sole shareholder of Fifth Third ("FTFC"), pursuant to that certain Amended and Restated Agreement and Plan of Merger dated as of September 22, 2004 among Fifth Third Bancorp, FTFC and Bankshares (the "Holding Company Merger Agreement");

WHEREAS, the Consolidating Organizations deem it advisable for their benefit, and the benefit of their shareholders, respectively, that First National consolidate and merge with and into Fifth Third pursuant to this Agreement and the applicable provisions of the Michigan Banking Code of 1999 ("Michigan Banking Code").

NOW, THEREFORE, the Consolidating Organizations hereby agree with each other, in accordance with the applicable provisions of the Michigan Banking Code, that First National shall consolidate and merge with and into Fifth Third. The terms and conditions of such consolidation (the "Consolidation") and the mode of carrying the Consolidation into effect shall be as follows, subject to the prior receipt of all applicable regulatory approvals under federal and Michigan law and the expiration of all applicable waiting periods:

ARTICLE I

JURISDICTIONS

Fifth Third Bank is a banking corporation that is incorporated and exists under the Michigan Banking Code. First National is a banking corporation that is incorporated and exists under the laws of the United States of America.

ARTICLE II

THE CONSOLIDATION

When this Agreement is approved and adopted by the respective boards of directors and shareholders of each of the Consolidating Organizations and is certified by the Commissioner of the Michigan Office of Financial and Insurance Services, and the Consolidation thus becomes effective, First National shall consolidate and merge with and into Fifth Third and the separate existence of First National shall cease. Fifth Third, as the Consolidated Bank, shall continue its corporate existence under the Michigan Banking Code under the name "Fifth Third Bank." The Consolidated Bank will maintain its principal place of business at 111 Lyon Street, N.W., Grand Rapids, Michigan 49503.

S:\Vegal\First National Bankshares of Florida\Agreement of Consolidation- First National Bank of Florida.doc

ARTICLE III

ARTICLES OF INCORPORATION

The existing Articles of Incorporation of Fifth Third shall be the Articles of Incorporation of the Consolidated Bank, until amended in accordance with applicable law and their terms.

ARTICLE IV

DIRECTORS AND OFFICERS

A. The directors of Fifth Third who are in office at the time the Consolidation becomes effective shall be the directors of the Consolidated Bank, subject to the Bylaws of the Consolidated Bank and in accordance with applicable law.

B. The officers Fifth Third who are in office at the time the Consolidation becomes effective shall be the officers of the Consolidated Bank, subject to the Bylaws of the Consolidated Bank and in accordance with applicable laws. The President of Fifth Third at the time the Consolidation becomes effective shall be the President of the Consolidated Bank. The Consolidated Bank may, thereafter, appoint or remove any officer at the pleasure of the Board of Directors in accordance with applicable law.

ARTICLE V

BYLAWS

The Bylaws of Fifth Third at the time the Consolidation becomes effective shall be the Bylaws of the Consolidated Bank, until amended in accordance with applicable law and their terms.

ARTICLE VI

SERVICE OF PROCESS

After the effective time of the Consolidation, any service of process, notice, or demand may be served upon either of the Consolidating Organizations and the Consolidated Bank at: Fifth Third Bank, 111 Lyon Street, N. W., Grand Rapids, Michigan 49503.

ARTICLE VII

MODE OF EFFECTUATING CONVERSION OF SHARES

All of the shares of the common stock, Ten Dollars (\$10) par value per share, of Fifth Third that are issued and outstanding immediately prior to the time the Consolidation becomes effective will remain unchanged and will remain outstanding when the Consolidation becomes effective as shares of the common stock, Ten Dollars (\$10) par value per share, of the Consolidated Bank. No additional shares of common stock of Fifth Third will be issued.

Each of the shares of the common stock, Five Dollars (\$5) par value per share, of First National that are issued and outstanding immediately prior to the time the Consolidation becomes effective will, when the Consolidation becomes effective, be canceled and extinguished and the holder of such shares shall receive no shares of the Consolidated Bank nor any other consideration therefor. From and after the time the Consolidation becomes effective, the holder of a certificate or certificates theretofore representing shares of common stock of First National shall surrender such certificate or certificates to the Consolidated Bank for cancellation.

ARTICLE VIII

VESTING OF PROPERTIES AND OTHER MATTERS

A. At the time the Consolidation becomes effective, the effect shall be as provided by Section 3701, *et seq.*, of the Michigan Banking Code (including without limitation Section 3703) and other applicable provisions of the laws of the State of Michigan. Without limiting the generality of the foregoing, and subject thereto, at the time the Consolidation becomes effective:

1. The corporate existence of each Consolidating Organization shall be merged into and continued in the Consolidated Bank. To the extent authorized by the Michigan Banking Code, the Consolidated Bank possesses all the rights, interests, privileges, powers, and franchises and is subject to all the restrictions, disabilities, liabilities, and duties of each of the Consolidating Organizations. The title to all property, real, personal, and mixed, is transferred to the Consolidated Bank, and shall not revert or be in any way impaired by reason of the Consolidation or the Michigan Banking Code.

2. The Consolidated Bank shall hold and enjoy the same and all rights of property, franchises, and interests, including appointments, designations, and nominations and all other rights and interests as a fiduciary, in the same manner and to the same extent as those rights and interests were held or enjoyed by each Consolidating Organization at the time of the Consolidation. If a Consolidating Organization at the time of the Consolidation was acting under appointment of any court as a fiduciary, the Consolidated Bank shall be subject to removal by a court of competent jurisdiction.

B. From time to time as and when requested by the Consolidated Bank, or by its successors or assigns, the officers and directors of First National in office at the time the Consolidation becomes effective shall execute and deliver such instruments and shall take or cause to be taken such further or other action as shall be necessary in order to vest or perfect in the Consolidated Bank or to confirm of record or otherwise, title to, and possession of, all the assets, property, interests, rights, privileges, immunities, powers, franchises, and authority of First National and otherwise to carry out the purposes of this Agreement.

ARTICLE IX

APPROVAL AND ADOPTION BY DIRECTORS AND SHAREHOLDERS;

EFFECTIVE TIME

A. First National, one of the Consolidating Organizations, represents and warrants that First National Bankshares of Florida, Inc., the sole shareholder of First National, as of the date of this Agreement has, by resolution adopted by it, approved this Agreement.

B. Fifth Third, one of the Consolidating Organizations, represents and warrants that Fifth Third Financial Corporation, the sole shareholder of Fifth Third, has, by resolution adopted by it, approved this Agreement.

C. This Agreement shall be filed with, and shall become effective when certified by, the Commissioner of the Michigan Office of Financial and Insurance Services in accordance with Section 3701 of the Michigan Banking Code, as of the close of business on the date requested by the Consolidating Organizations.

ARTICLE X

AMENDMENT; TERMINATION; ASSIGNMENT

A. At any time prior to the time the Consolidation becomes effective, the Consolidating Organizations may, from time to time, amend this Agreement by mutual agreement authorized by their respective Boards of Directors (and whether before or after the shareholders of Fifth Third or First National have approved and adopted this Agreement) to facilitate the performance thereof, to augment the intention of the parties in carrying out the transactions provided for herein, to clarify any ambiguities herein, or to comply with any applicable regulation, order or requirement of any governmental authority.

B. Prior to the time the consolidation becomes effective, this Agreement may be terminated by either of the respective Board of Directors of the Consolidating Organizations. This Agreement shall terminate immediately upon the termination of the Holding Company Merger Agreement.

C. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns but none of the provisions hereof shall inure to the benefit of any other person, firm, or corporation whomsoever. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or transferred by operation of law or otherwise by either of the parties hereto without the prior written consent of the other party.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto and at least a majority of their directors have executed this Agreement as of the day and year first above written.

FIFTH THIRD BANK

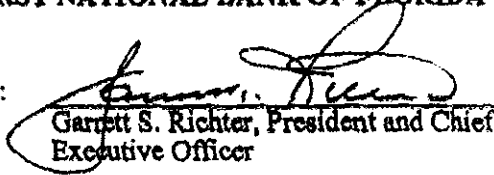
By: Mary E. Tuuk
Mary E. Tuuk, Senior Vice President
and Secretary

This Agreement is also executed by Mary E. Tuuk on behalf of the following directors of Fifth Third Bank, each of whom was present at the board meeting on September 16, 2004, and by resolution designated her as their duly authorized representative for this purpose: William P. Crawford, Erina Hanka, Michael Jandernoa, Robert J. King, Jr., Percy A. Pierre, Marilyn J. Schlack, Michelle L. Van Dyke, and Margaret Sellers Walker.

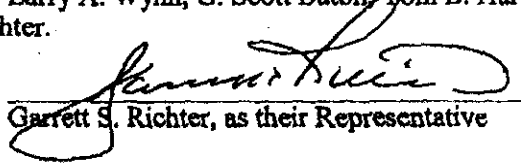
Mary E. Tuuk
Mary E. Tuuk, as their Representative

FIRST NATIONAL BANK OF FLORIDA

By:


Garrett S. Richter, President and Chief
Executive Officer

This Agreement is also executed by Garrett S. Richter on behalf of the following directors of First National Bank of Florida, each of whom was present at the board meeting on September 22, 2004, and by resolution designated him as their duly authorized representative for this purpose: Alan C. Bomstein, James H. Lanier, DVM, Andrew Barnette, Arlene M. Nichols, Edward J. Mace, James S. Lindsay, David Gomer, Charles T. Cricks, Larry A. Wynn, G. Scott Baton, Tom B. Hart, Kevin C. Hale, Lee Roy Selmon, and Garrett S. Richter.


Garrett S. Richter, as their Representative