

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

Blue Sheet No. 20050976-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of one (1) utility easement as a donation of a fire line, fire hydrant and a single sanitary sewer service serving *Harris Dermatology Facility* to provide potable water service, sanitary sewer and fire protection to the recently constructed medical office building. This is a Developer Contributed asset project located on the northeast corner of Bass Road and Park Royal Drive.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property 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

C105

5. Meeting Date:

08-02-2005

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: Rick Diaz, P. E., Utilities Director *7/14/05*

9. Background:

Fire hydrants, fire lines 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 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% of the connection fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930

SECTION 33 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Hum. Res.	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>S. Gilbertson for J. Lavender</i> Date: _____	N/A	N/A	<i>T. Osterhout</i> Date: <i>7/14</i>	<i>S. Coovert</i> Date: _____	<i>P.M. 7/15/05</i>			<i>7/14/05</i>	<i>S. Gilbertson for J. Lavender</i> Date: _____

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN
 7-15-05
 4-15
 COUNTY ADMIN FORWARDED TO:
7/15/05
9:30 AM

CO. ATTY.
 FORWARDED TO:
Co. Mac
 7-15-05

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

WHEREAS, it is the desire of "B & K Building Partnership, LLP", owner of record, to make a contribution to Lee County Utilities of water facilities (a fire line, one fire hydrant) and sewer facilities (a single sanitary sewer service) serving "**HARRIS DERMATOLOGY FACILITY**"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$6,770.00** 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

LETTER OF COMPLETION

DATE: 6/20/2005

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

Gentlemen:

This is to certify that the **fire line up to and including 1st OS + Y valve(s) , water service(s) , FIRE HYD. , sewer service(s)** located in
Harris Dermatology Facility
(Name of Development/Project)

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,

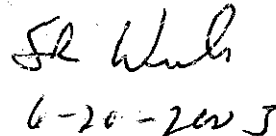
SRW Engineering, Inc.
(Owner or Name of Corporation/Firm)



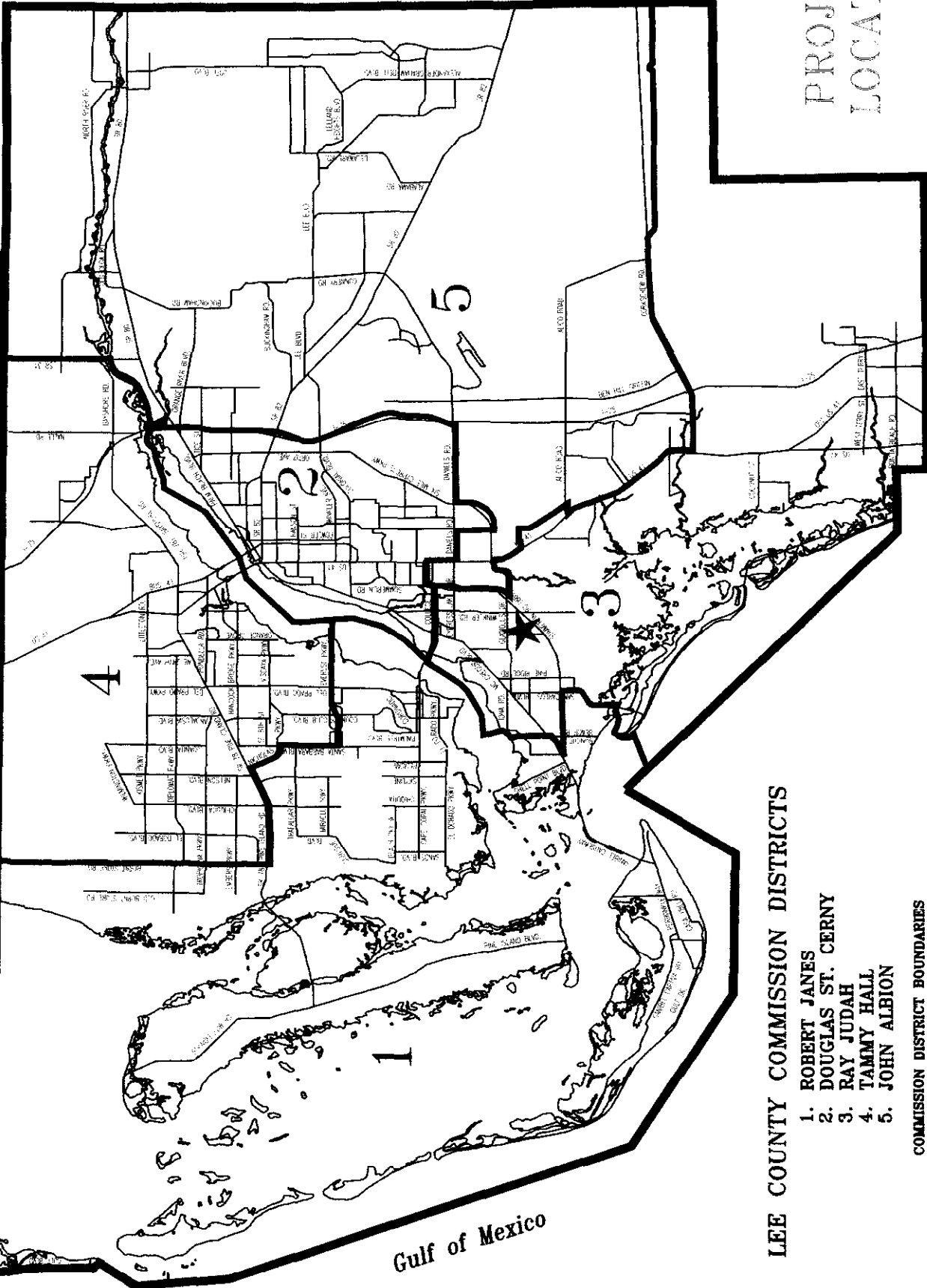
(Signature)

Sean R. Weeks, P.E. / Owner
(Name and Title)

(Seal of Engineering Firm)



**HARRIS DERMATOLOGY
33-45-24-13-00000.002A
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

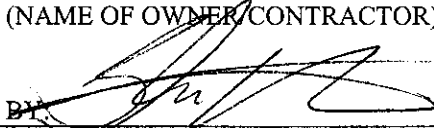
**COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000**

Gulf of Mexico

WARRANTY

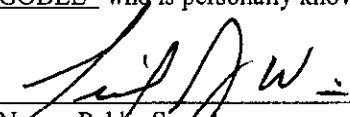
THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of HARRIS DERMATOLOGY FACILITY to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. 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.

STEVEN R. GOBLE
(NAME OF OWNER/CONTRACTOR)

BY _____
(SIGNATURE OF OWNER/CONTRACTOR)

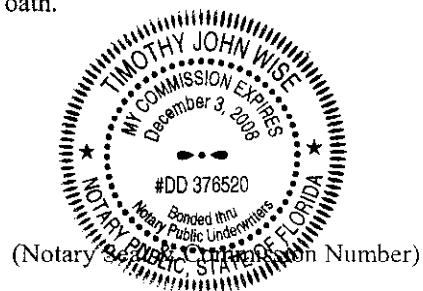
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 19 th day of MAY, 2005 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.



Notary Public Signature

TIMOTHY J. WISE
Printed Name of Notary Public

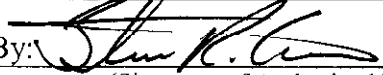


**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of six thousand seven hundred seventy dollars (\$6,770.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to HARRIS DERMATOLOGY FACILITY on the job of B & K BUILDING PARTNERSHIP LLP to the following described property:

<u>HARRIS DERMATOLOGY FACILITY</u>	<u>water distribution and sanitary sewer systems</u>
(Name of Development/Project)	(Facilities Constructed)
<u>HEALTHPARK FLORIDA EAST</u>	<u>33-45-24-13-00000.002A</u>
(Location)	(Strap # or Section, Township & Range)
(Please provide full name and location of development and a description of the utility system constructed).	

Dated on: June 8, 2005

<u></u>	<u>GULF COAST UNDERGROUND, INC.</u>
(Signature of Authorized Representative)	(Name of Firm or Corporation)

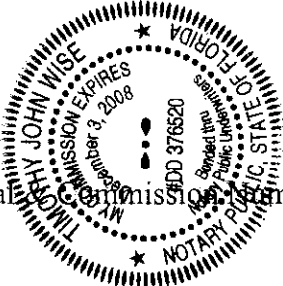
<u>By: STEVEN R. GOBLE</u>	<u>3551 METRO PARKWAY</u>
(Print Name of Authorized Representative)	(Address of Firm or Corporation)

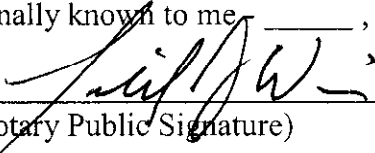
<u>Title: PRESIDENT</u>	<u>FT. MYERS, FL 33916-</u>
	(City, State & Zip Of Firm Or Corporation)

<u>Phone #: (239)274-9504 Ext.</u>	<u>Fax#: (239)274-9505</u>
------------------------------------	----------------------------

STATE OF FL)
) SS:
 COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 8 th day of JUNE, 2005 by STEVEN R. GOBLE who is personally known to me _____, and who did take an oath.

(Notary Seal  Commission Number)


 (Notary Public Signature)

TIMOTHY J. WISE
 (Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: HARRIS DERMATOLOGY FACILITY

STRAP NUMBER: 33-45-24-13-00000.002A

LOCATION: HEALTHPARK FLORIDA, EAST

OWNER'S NAME: (as shown on Deed) B & K BUILDING PARTNERSHIP LLP

OWNER'S ADDRESS: 12630 WORLD PLAZA LANE

OWNER'S ADDRESS: FT. MYERS, FL 33907-

TYPE UTILITY SYSTEM: POTABLE WATER

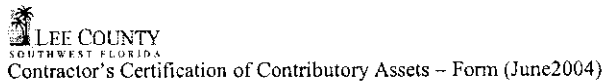
(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
CL-50 DIP WATER MAIN	6"	5.0	EA	\$24.00	\$120.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	1.0	EA	\$1,500.00	\$1,500.00
GATE VALVE WATER MAIN	6"	1.0	EA	\$700.00	\$700.00
FIRE HYDRANT ASSEMBLY WATER MAIN		1.0	EA	\$3,200.00	\$3,200.00
SINGLE WATER SERVICE/COMPLETE WATER MAIN	1"	1.0	EA	\$500.00	\$500.00
<u>TOTAL</u>					\$6,020.00

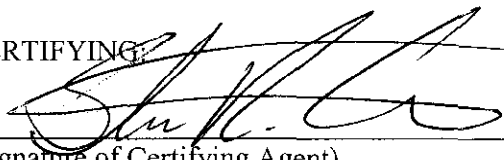
(If more space is required, use additional forms(s).)



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

CERTIFYING

X



(Signature of Certifying Agent)

Steven R. Goble / President

(Name & Title of Certifying Agent)

Gulf Coast Underground

(Name of Firm or Corporation)

3551 Metro Parkway

(Address of Firm or Corporation)

Ft. Myers, Fl 33916 -

STATE OF FL)

) SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 19 th day of May, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not take an oath.



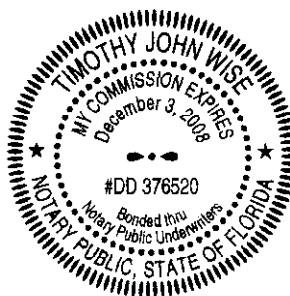
Notary Public Signature

Timothy J. Wise

Printed Name of Notary Public

DD 3765 20

Notary Commission Number



(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: HARRIS DERMATOLOGY FACILITY

STRAP NUMBER: 33-45-24-13-00000.002A

LOCATION: HEALTHPARK FLORIDA, EAST

OWNER'S NAME: (as shown on Deed) B & K BUILDING PARTNERSHIP LLP

OWNER'S ADDRESS: 12630 WORLD PLAZA LANE

OWNER'S ADDRESS: FT. MYERS,FL 33907-

TYPE UTILITY SYSTEM: SANITARY SEWER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
SINGLE SEWER SERVICE W/CLEANOUT GRAVITY MAIN	6"	2.0	EA	\$375.00	\$750.00
TOTAL					\$750.00

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

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

CERTIFYING:

X Steven R. Goble

(Signature of Certifying Agent)

Steven R. Goble / President

(Name & Title of Certifying Agent)

Gulf Coast Underground

(Name of Firm or Corporation)

3551 Metro Parkway

(Address of Firm or Corporation)

Ft. Myers, Fl 33916 -

STATE OF FL)

) SS:

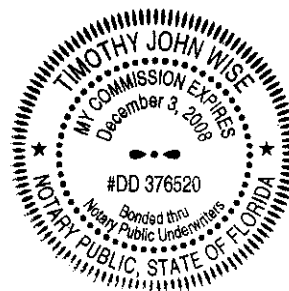
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 8 th day of June, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not take an oath.

Timothy J. Wise
Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public

DD 376520
Notary Commission Number



(NOTARY SEAL)



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 0123456789

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

3345241300000002A

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:

B & K BUILDING PARTNERSHIP, LLP

Last First MI Corporate Name (if applicable)
12630 WORLD PLAZA LN-#70 FORT MYERS FL 33907

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 First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

8 / 2 / 2005
 Month Day Year

\$ 10 . 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:
 (Round to the nearest dollar.) \$ **. 00**

YES / NO

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

\$ **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 prepared this return and the information reported hereon is true and correct to the best of my knowledge and belief, and I am not aware of any information that would cause this return to be inaccurate.

Signature of Grantor or Grantee or Agent

Date

7/14/05

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

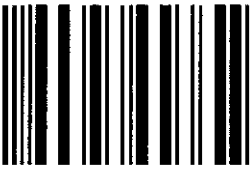
This copy to Property Appraiser

O. R. Book
 and
 Page Number
 and
 File Number

Date Recorded

Month Day Year

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (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) →

3345241300000002A

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: B & K BUILDING PARTNERSHIP, LLP**

Last First MI Corporate Name (if applicable)
12630 WORLD PLAZA LN-#70 FORT MYERS FL 33907

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 First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.
 5. Date of Sale/Transfer Sale/Transfer Price
8 2 2005 \$ \$10 . 00 Property Located In **46** County Code

6. Type of Document Contract/Agreement Other 7. Are any mortgages on the property? If "Yes", YES NO
 for Deed outstanding mortgage balance:
 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

I am the preparer of this return and I am a duly licensed professional preparer and that the information furnished hereon is true and correct to the best of my knowledge and belief and that the preparer has no knowledge of any information which would cause the return to be deficient.

Signature of Grantor or Grantee or Agent:  Date **7/14/05**

Print Name of Grantor or Grantee or Agent: _____

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

This copy to Department of Revenue

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20050976-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for HARRIS DERMATOLOGY FACILITY project.

ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING, WITH COPY TO SUE GULLEDGE, UTL.

Sue Gulledge
SUE GULLEDGE Signature Authorization
7-13-05

B. SERVICE RECEIVED:

RECORDING EASEMENT: B & K BUILDING PARTNERSHIP LLP

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:

33-45-24-13-00000.002A

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 B & K Building Partnership, LLP, 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" and Exhibit "B", 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" and Exhibit "B"), 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.

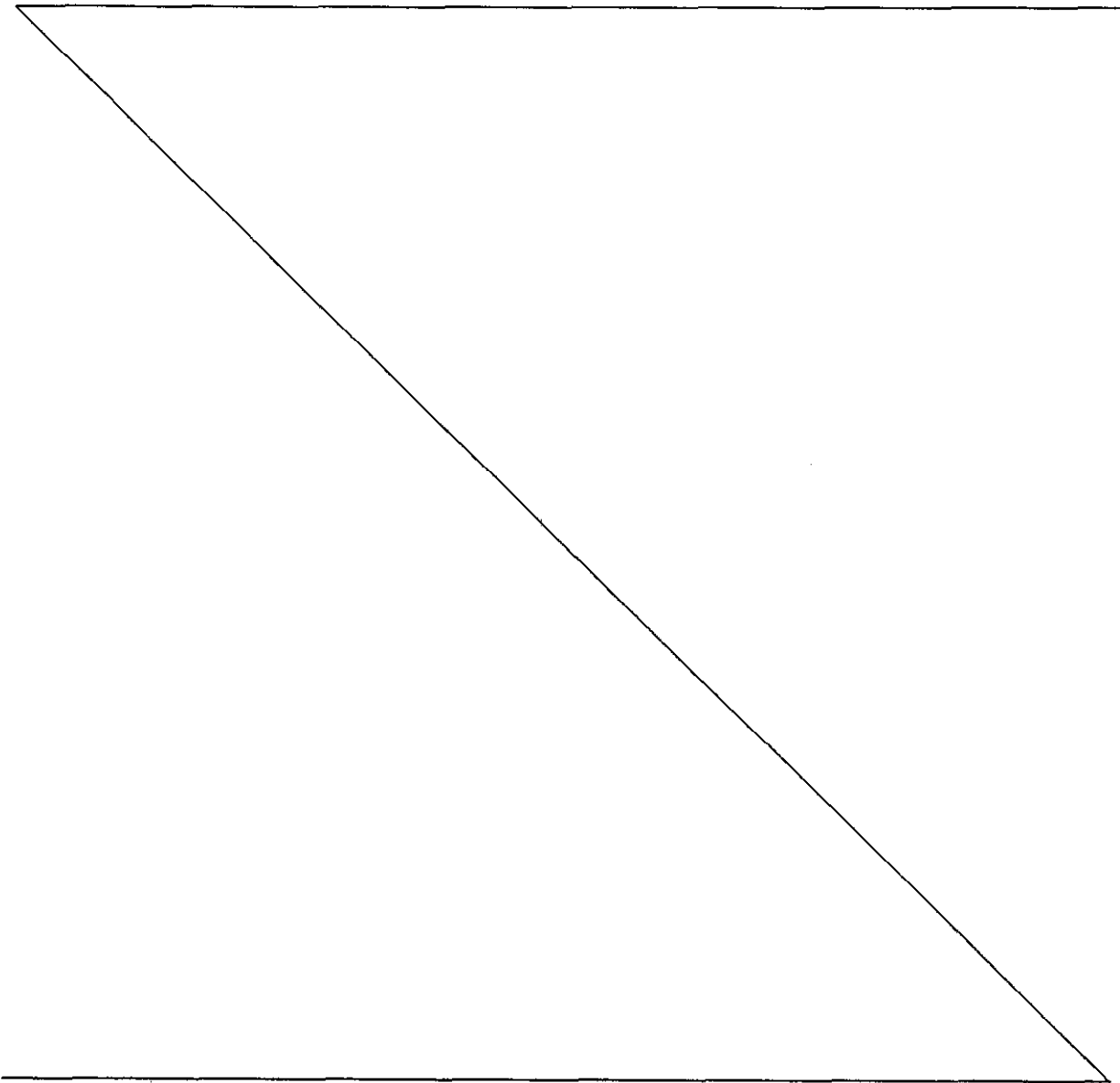
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

B & K BUILDING PARTNERSHIP, LLP,
a Florida limited liability partnership

[Handwritten Signature]
[1st Witness' Signature]

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

[Handwritten Name]
[Type or Print Name]

Brian A. Harris
[Type or Print Name]

[Handwritten Signature]
[2nd Witness' Signature]

Partner
[Title]

[Handwritten Name]
[Type or Print Name]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 7th
day of July 2005 by Brian A. Harris who produced the following as identification
_____ or is personally know to me,
and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]
[Signature of Notary]

Janice Harris
[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

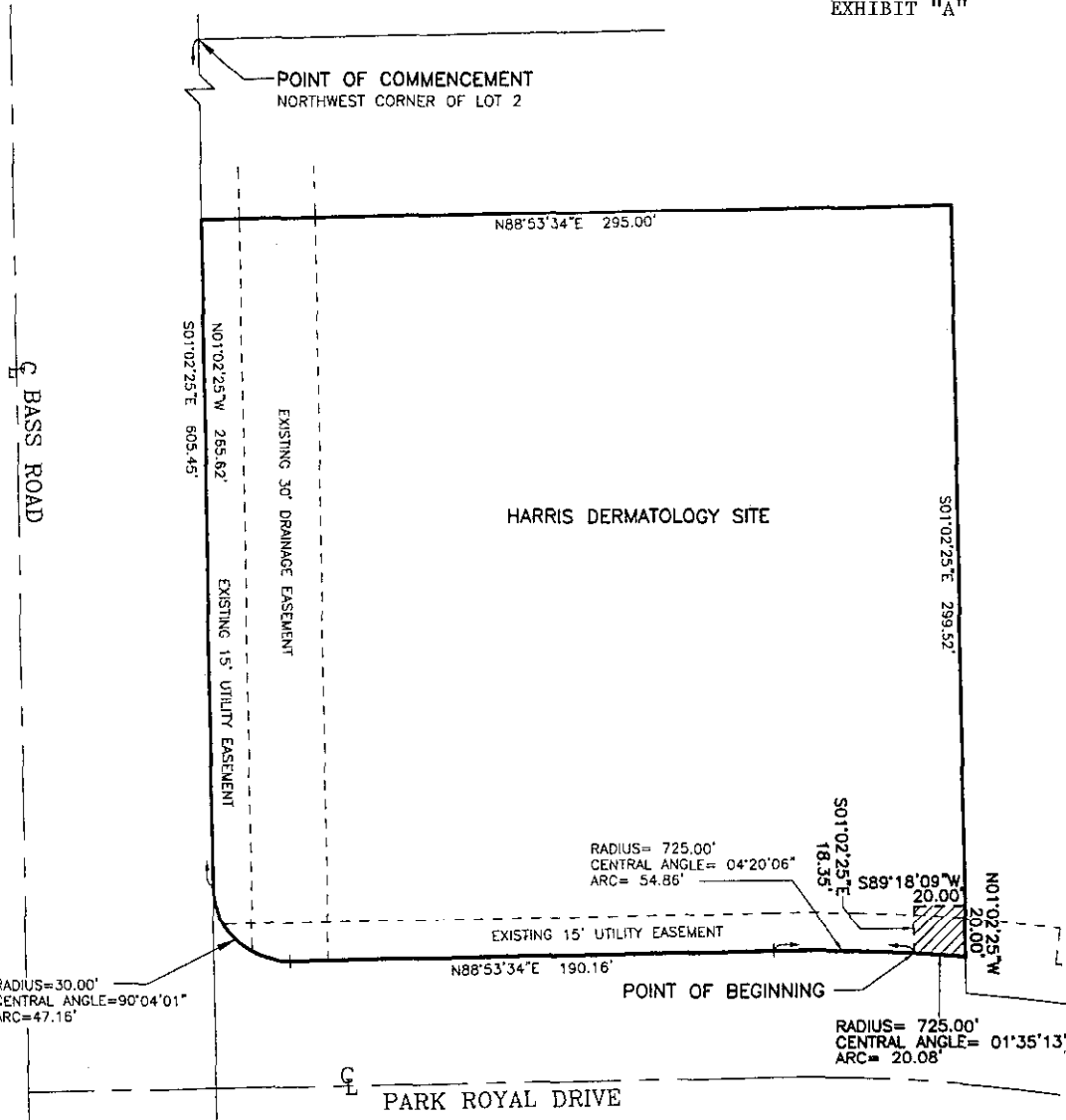
APPROVED AS TO FORM

BY: _____
Office of the County Attorney

SKETCH OF DESCRIPTION

LEE COUNTY UTILITIES SANITARY SEWER EASEMENT AT THE HARRIS DERMATOLOGY SITE

EXHIBIT "A"



DESCRIPTION

A Lee County Utilities easement for the installation and maintenance of sanitary sewer facilities lying in Section 33, Township 45 South, Range 24 East, being a part of Lot 2 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68, Pages 17 through 22, Public Records of Lee County, Florida, which easement is described as follows:

From the northwest corner of said Lot 2 run S01°02'25"E along the west line of said Lot 2 also being the east right-of-way line of Bass Road (150 feet wide) for 605.45 feet to the beginning of a curve concave to the northeast having a radius of 30.00 feet; thence southeasterly along said curve and the right-of-way line of Park Royal Drive through a central angle of 90°04'01" for 47.16 feet; thence N88°53'34"E along said right-of-way line of Park Royal Drive for 190.16 feet to the beginning of a curve concave to the South having a radius of 725 feet; thence Easterly along said curve and said right-of-way line of Park Royal Drive through a central angle of 04°20'06" for 54.86 feet to the Point of Beginning; thence continue Easterly along said curve and said right-of-way line of Park Royal Drive through a central angle of 01°35'13" for 20.08 feet; thence N01°02'25" W for 20.00 feet; thence S89°18'09"W for 20.00 feet; thence S01°02'25"E for 20.00 feet to the Point of Beginning.

Easement contains 383 square feet.

Bearings hereinabove mentioned are based on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, wherein the west line of Lot 2 as shown on said plat bears N01°02'25"W.



NOT A SURVEY

SK34285_UTIL-05

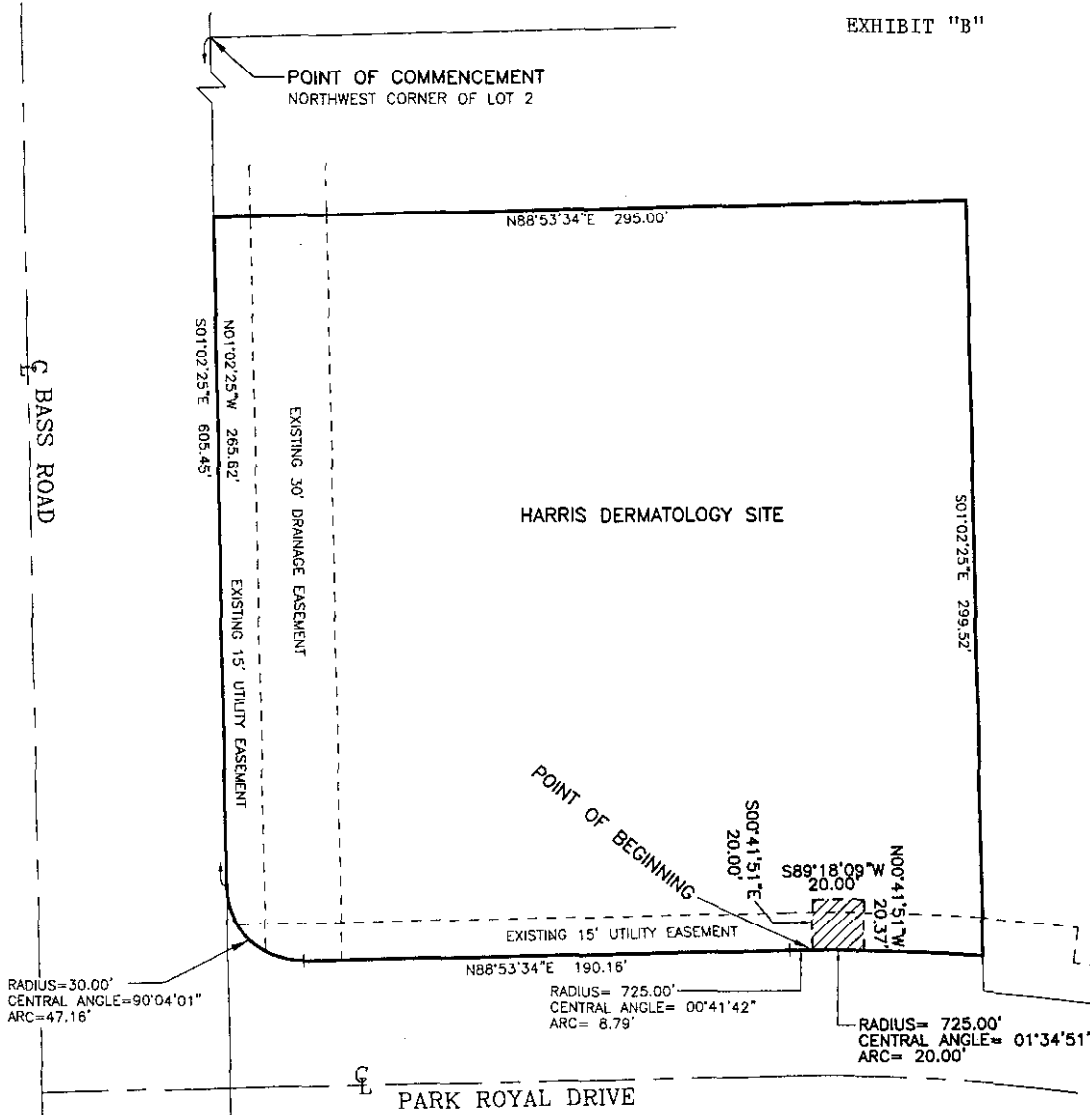
Joseph L. Lutz
 JOSEPH L. LUTZ
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATION LS 3375
 (FOR THE FIRM)

Bean, Whitaker, Lutz & Kareh, Inc.					
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
13041 MCGREGOR BLVD., FORT MYERS, FL 33919 (239) 481-1331					
AUTHORIZATION NUMBER: EB4919 AND LB4919					
DATE	PROJECT NO.	DRAWN	SCALE	SHT.	FILE LOCATION
6-13-05	34285	J.L.L.	1"=60'	1 OF 1	P.B. 68/17

SKETCH OF DESCRIPTION

LEE COUNTY UTILITIES WATER EASEMENT AT THE HARRIS DERMATOLOGY SITE

EXHIBIT "B"



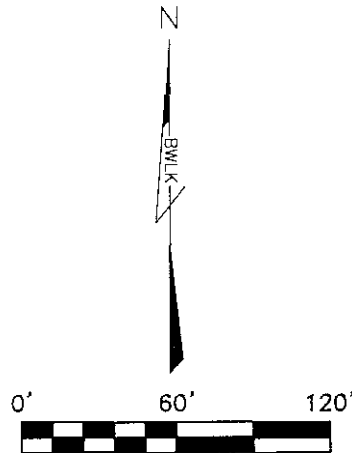
DESCRIPTION

A Lee County Utilities easement for the installation and maintenance of water facilities lying in Section 33, Township 45 South, Range 24 East, being a part of Lot 2 as shown on the plat of HealthPark Florida East as recorded in Plat Book 68, Pages 17 through 22, Public Records of Lee County, Florida, which easement is described as follows:

From the northwest corner of said Lot 2 run S01°02'25\"E along the west line of said Lot 2 also being the east right-of-way line of Bass Road (150 feet wide) for 605.45 feet to the beginning of a curve concave to the northeast having a radius of 30.00 feet; thence southeasterly along said curve and the right-of-way line of Park Royal Drive through a central angle of 90°04'01\" for 47.16 feet; thence N88°53'34\"E along said right-of-way line of Park Royal Drive for 190.16 feet to the beginning of a curve concave to the South having a radius of 725 feet; thence Easterly along said curve and said right-of-way line of Park Royal Drive through a central angle of 00°41'42\" for 8.79 feet to the Point of Beginning; thence continue Easterly along said curve and said right-of-way line of Park Royal Drive through a central angle of 01°34'51\" for 20.00 feet; thence N00°41'51\" W for 20.37 feet; thence S89°18'09\"W for 20.00 feet; thence S00°41'51\"E for 20.00 feet to the Point of Beginning.

Easement contains 403 square feet.

Bearings hereinabove mentioned are based on the plat of HealthPark Florida East as recorded in Plat Book 68 at Pages 17 through 22, Public Records of Lee County, Florida, wherein the west line of Lot 2 as shown on said plat bears N01°02'25\"W.



NOT A SURVEY

SK34285_UTIL-05

Joseph L. Lutz
 JOSEPH L. LUTZ
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