

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

Blue Sheet No. 20051256 -UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of two (2) utility easements as a donation of a water main extension, four (4) fire hydrants and one (1) 10" diameter fire line to provide potable water service and fire protection to the *VRC Crystal Warehouse*, a recently constructed office/warehouse. This is a developer contributed asset project located on the west side of Amedicus Lane approximately 650' north of Crystal Drive.

2. What Action Accomplishes:

Places the water main, fire hydrants and fire line into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

CIOA

5. Meeting Date:

09-27-2005

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
9/12/05

9. Background:

The Board granted permission to construct on 02/22/05, Blue Sheet #20050138. The installations have been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing 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 required connection/capacity fees have been paid. Sanitary sewer service is to be provided by a recently constructed privately owned and maintained on-site septic system. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 13 TOWNSHIP 45S RANGE 24E DISTRICT #2 COMMISSIONER ST CERNY

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>J. Lavender</i> Date: <i>9-12-05</i>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <i>9/12</i>	<i>S. Covert</i> Date: <i>9/13/05</i>	<i>P.M.</i> <i>9/13/05</i>	<i>W</i> <i>9/13/05</i>	<i>M</i> <i>9/13/05</i>	<i>J.P.</i> <i>9/14/05</i>	<i>J. Lavender</i> Date: <i>9.12.05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
9-13-05 *MF*
2:50
 COUNTY ADMIN FORWARDED TO:
9-15-05
11 AM

REC'D: *9/13/05*
 by CO. ATTY.
8:45 AM
 CO. ATTY.
 FORWARDED TO:
9-13-05

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Crystal Industrial Park, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities **(one water main extension, four fire hydrants and one 10" diameter fire line)** serving **"VRC CRYSTAL WAREHOUSE"**; 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 **\$104,251.50** 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

COPY

LETTER OF COMPLETION

DATE: 5/19/2005

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

Gentlemen:

This is to certify that the **water distribution and fire line up to and including 1st OS + Y valve(s)** located in

VRC Crystal Warehouse
(Name of Development)

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

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

Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

Southwest Engineering of Lee County
(Owner or Name of Corporation/Firm)

Manuel Garcia

(Signature)
5/11/05

Principal
(Title)

(Seal of Engineering Firm)

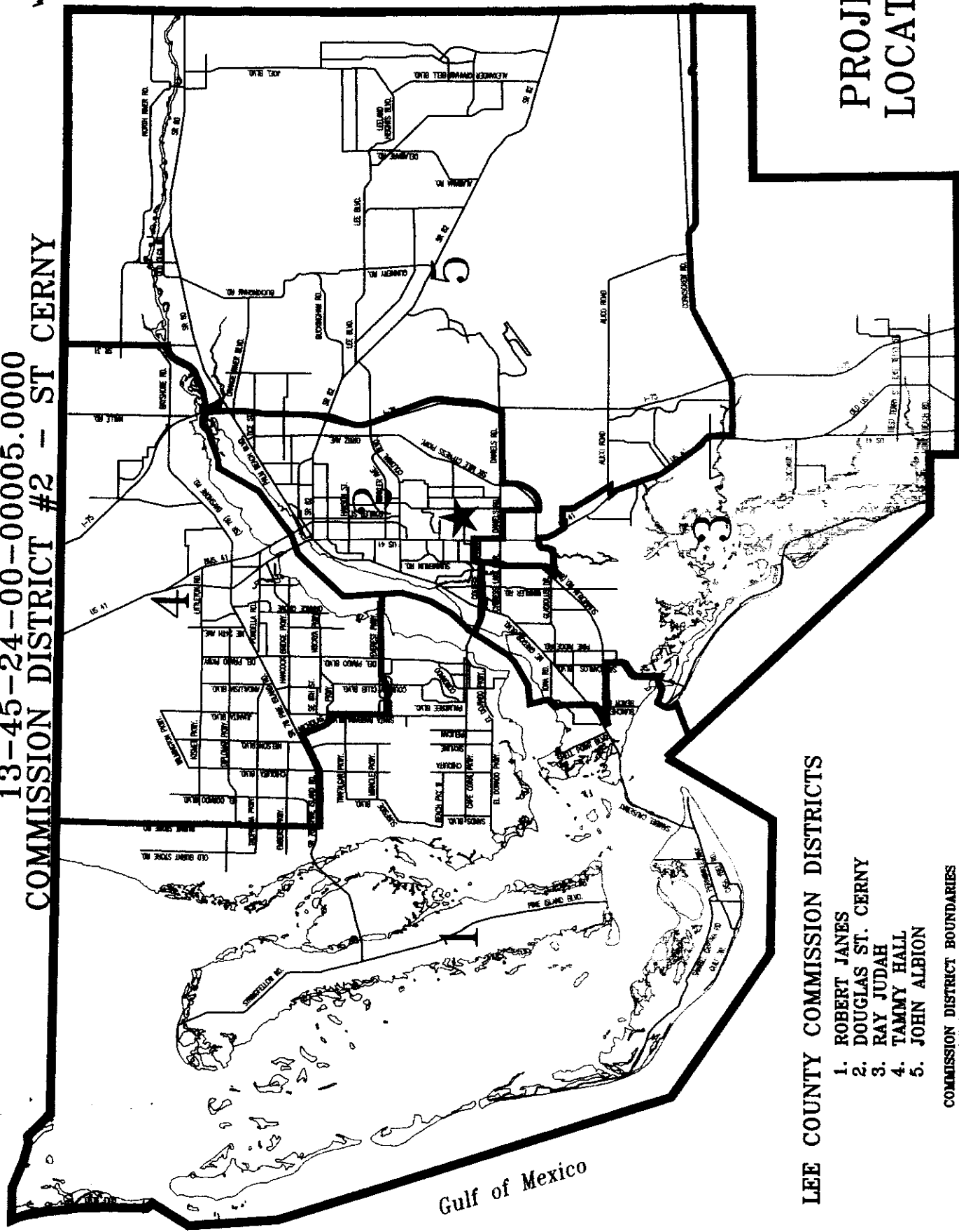
RECEIVED JUN 28 2005

COPY



VRC CRYSTAL WAREHOUSE
13-45-24-00-00005.0000
COMMISSION DISTRICT #2 - ST CERNY

**PROJECT
LOCATION**



LEE COUNTY COMMISSION DISTRICTS

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

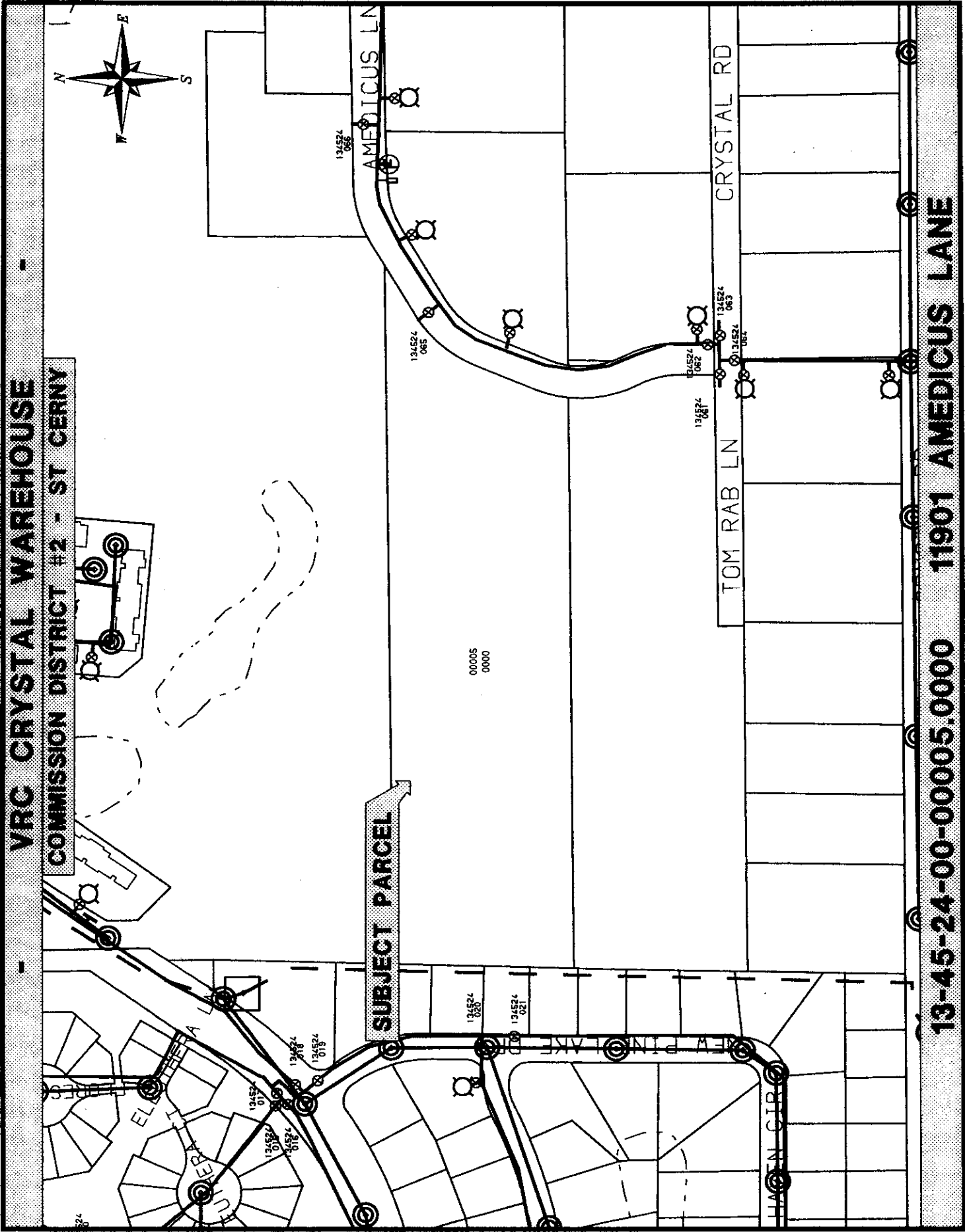
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

VRC CRYSTAL WAREHOUSE
COMMISSION DISTRICT #2 - ST CERNY

SUBJECT PARCEL

13-45-24-00-00005.0000 11901 AMEDICUS LANE



COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of VRC Crystal - Warehouse 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

(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 6 th day of MAY, 2005 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)

COPY

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of One Hundred Four Thousand Two Hundred Fifty One & 50/100's (\$104,251.50) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Crystal Industrial Park LC on the job of VRC Crystal - Warehouse to the following described property:

VRC Crystal - Warehouse
(Name of Development/Project)

water distribution system
(Facilities Constructed)

11901 Amedicus Lane Fort Myers
(Location)

13-45-24-00-00005.0000
(Strap # or Section, Township & Range)

Dated on: June 9, 2005

By: 
(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

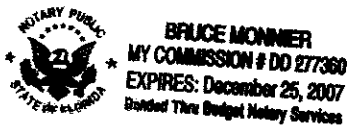
N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

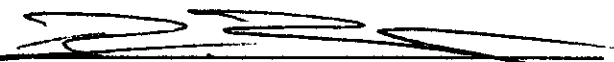
Fax#: (239)731-2333

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 9th day of June, 2005 by Michael Sappah who is personally known to me - , and who did not take an oath.



(Notary Seal & Commission Number)


(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

RECEIVED JUN 28 2005

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: VRC Crystal - Warehouse

STRAP NUMBER: 13-45-24-00-00005.0000

LOCATION: 11901 Amedicus Lane Fort Myers

OWNER'S NAME: Crystal Industrial Park LC

OWNER'S ADDRESS: 8891 Brighton LN #126

OWNER'S ADDRESS: Bonita Springs,FL 34135-

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18	12"	1,877.0	LF	\$30.75	\$57,717.75
PVC C-900 DR-18	8"	270.0	LF	\$17.75	\$4,792.50
ASSORTED FITTINGS	12"	10.0	EA	\$450.00	\$4,500.00
ASSORTED FITTINGS	8"	1.0	EA	\$275.00	\$275.00
FIRE HYDRANT ASSEMBLY		4.0	EA	\$2,850.00	\$11,400.00
TAPPING SLEEVE W/VALVE	12"x12"	1.0	EA	\$5,850.00	\$5,850.00
TAPPING SLEEVE W/VALVE	10"x8"	1.0	EA	\$3,450.00	\$3,450.00
CL-50 DIP	12"	5.0	LF	\$38.75	\$193.75
GATE VALVE	12"	1.0	EA	\$1,950.00	\$1,950.00
HDPE SDR-11 CASING	20"	47.0	LF	\$180.00	\$8,460.00
HDPE SDR-11	12"	50.0	LF	\$26.75	\$1,337.50
SINGLE WATER SERVICE/COMPLETE	1"	1.0	EA	\$475.00	\$475.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	10"	1.0	EA	\$3,850.00	\$3,850.00
TOTAL					\$104,251.50

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

RECEIVED JUN 28 2005

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 9 th day of June, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

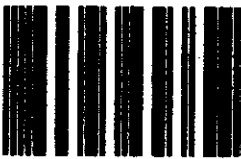
Bruce Monnier
Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)

RECEIVED JUN 28 2005



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) → 12-45-24-00-0004.00CE

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: HIDEAWAY COUNTRY CLUB, POA, INC**

Last 5670 TRAILWINDS DR	First FT. MYERS	MI FL	Corporate Name (if applicable) 33907
Mailing Address 5670 TRAILWINDS DR			City FT. MYERS
		State FL	Zip Code 33907
Phone No. ()			

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

5. Date of Sale/Transfer
 / / **2005** \$ **\$10** **00** Property Located In **Lee**

(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:
YES / NO
\$ **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**
\$ **70**
(Round to the nearest dollar.)

12. Amount of Documentary Stamp Tax

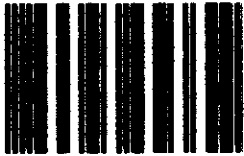
13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES / NO

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 **9/12/05**

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 <small>Month / Day / Year</small>	

/LSW **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) →

12-45-24-00-00004.00CE

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):

Last First MI
 5670 TRAILWINDS DR

FT. MYERS

FL

Corporate Name (if applicable)
 33907

EASEMENT DONATION BY:

HIDEAWAY COUNTRY CLUB, POA, INC

4. Grantee (Buyer):

Last First MI
 P. O. BOX 398

FT. MYERS

FL

Corporate Name (if applicable)
 33902 (239)4798181

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

5. Date of Sale/Transfer

9 20 2005 \$
 Month Day Year

Sale/Transfer Price

\$10

. 00

Property Located In 46 County Code

(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:

(Round to the nearest dollar.) \$

YES NO

. 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

Acreege

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

9/12/05

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
 OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book	<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

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

Strap Number:

12-45-24-00-00004-00CE

LCU500283

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1

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

→ POA, INC.

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.

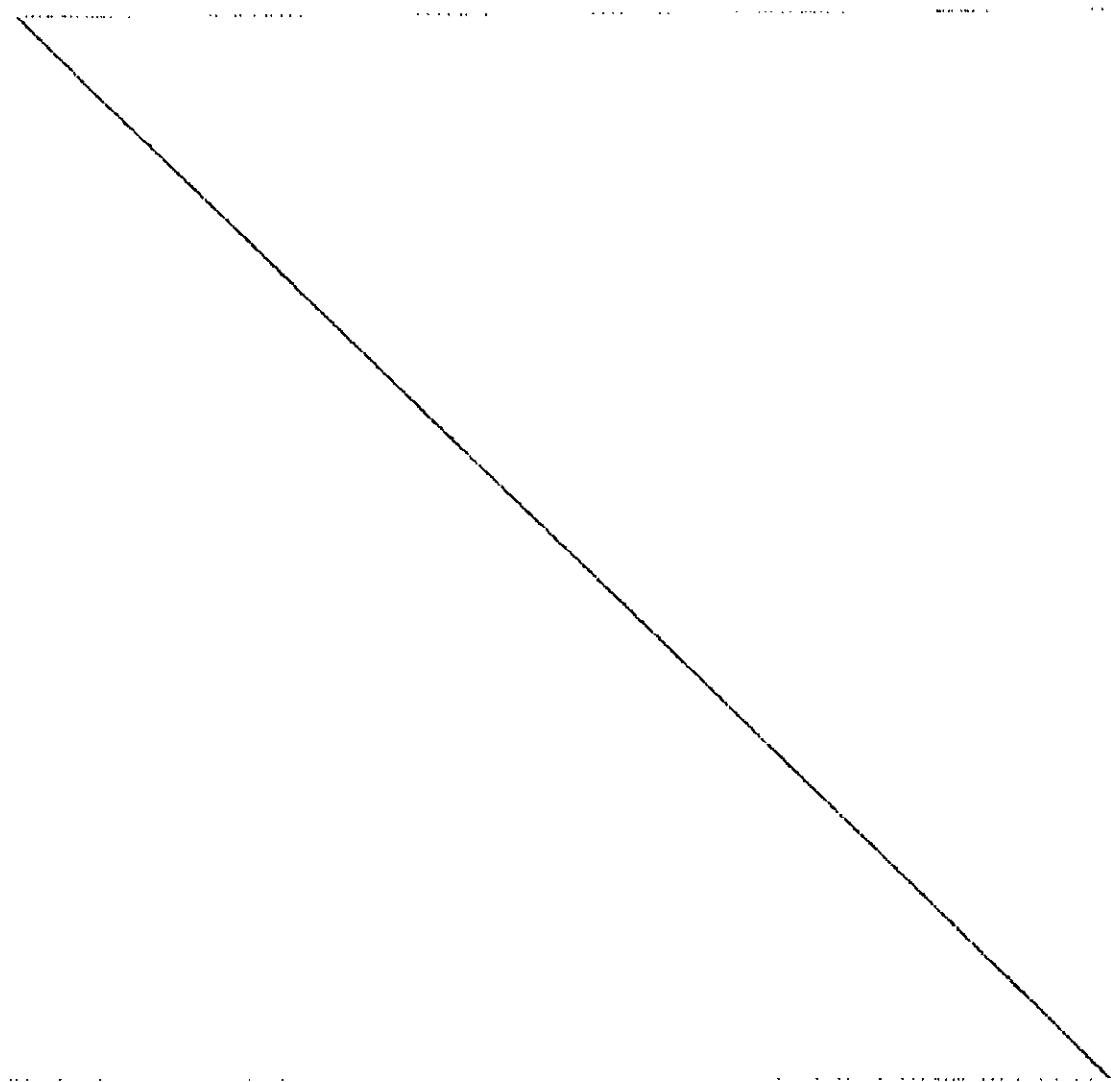
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Cisa Mazariegos
[Type or Print Name]

[Handwritten Signature]
[2nd Witness' Signature]

Michael Serska
[Type or Print Name]

BY: *[Handwritten Signature]*

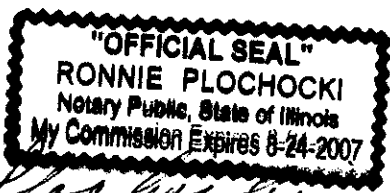
[Signature Grantor's/Owner's]
THOMAS L. DUDAS
[Type or Print Name]

President
[Title]

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF *DuPage*

The foregoing instrument was signed and acknowledged before me this *10th* day of *Aug* 20*05*, by *TL* who produced the following as identification *TL* or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]
[Signature of Notary]

Ronnie Plochocki
[Typed or Printed Name]

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
Deputy Clerk

BY:
Chairman

APPROVED AS TO FORM

BY:
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS #1

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(25 FOOT WIDE LEE COUNTY UTILITY EASEMENT)

A 25 FOOT WIDE LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE,
LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTH ½ OF THE NORTHEAST ¼
OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE N.00°41'02"E. ALONG THE WEST LINE OF
THE NORTHEAST ¼ OF SAID SECTION 6 A DISTANCE OF 329.14 FEET TO THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N.00°41'02"E., A DISTANCE OF 483.00 FEET; THENCE
N.33°59'38"E., A DISTANCE OF 18.01 FEET; THENCE S.53°50'26"E., A DISTANCE OF 18.56 FEET; THENCE
S.00°41'02"W., A DISTANCE OF 486.67 FEET; THENCE S.89°16'38"W., A DISTANCE OF 25.01 FEET TO THE
POINT OF BEGINNING.

EASEMENT CONTAINS 12,290 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

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

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 13 BEING N.00°41'02"E.

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

7-29-2004

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

SHEET 1 OF 2

3484SK1.doc

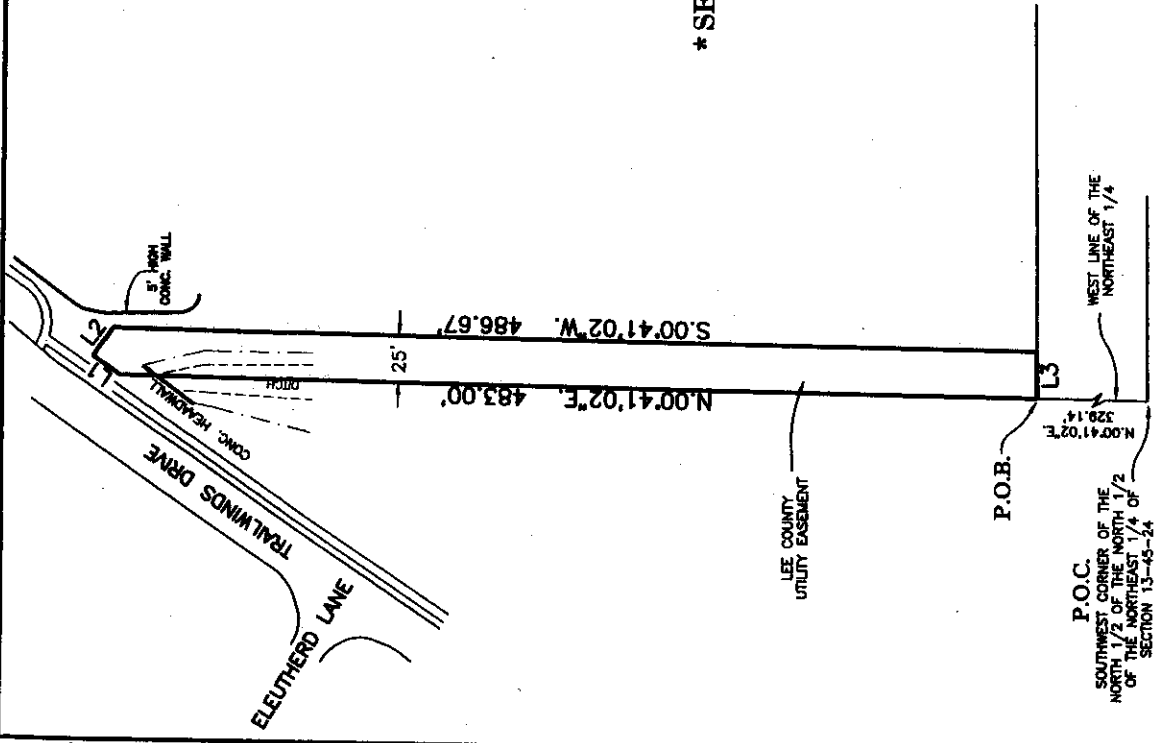
SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

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

Line	Bearing	Distance
L1	N.33°38'38"E	18.01'
L2	S.53°50'28"E	18.58'
L3	S.58°16'38"W	25.01'



FOR THE EXCLUSIVE USE OF:
- SOUTHWEST ENGINEERING

*** THIS IS NOT A SURVEY ***

Scott M. Shore

BY: SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5743

DATE SIGNED: 7-29-2004

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

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

SKETCH OF DESCRIPTION



METRON
SURVEYING & MAPPING, LLC

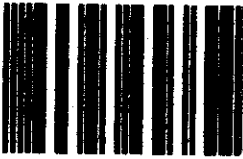
LAND SURVEYORS-PLANNERS
LBN# 7071

5245 RAMSEY WAY, SUITE #2
FORT MITER, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8467
www.metronfl.com

FILE NAME: 348-8K1.DWG	FIELD BOOK/PAGE: N/A	PROJECT NO.: 3484	SHEET: 2 OF 2
SEARCH DATE: 7-29-2004	DRAWN BY: SMS	CHECKED BY: SMS	(8-1-0)
	SCALE: 1" = 80'		13-45-24

#1

COPY



FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR1020300
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) →

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

13-45-24-00-0005.0000

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): # 2 **EASEMENT DONATION BY: CRYSTAL INDUSTRIAL PARK, LC**

Last	First	MI	Corporate Name (if applicable)
8891 BRIGHTON LN #126	BONITA SPRINGS	FL	34135 ()

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

Last	First	MI	Corporate Name (if applicable)
P. O. BOX 398	FT. MYERS	FL	33902 (239) 798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: 9 / 20 / 2005 \$ 10,000.00
 Sale/Transfer Price (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: \$ 0.00
 (Round to the nearest dollar.) 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: 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 \$ 0.00

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 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 9/12/05

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
<p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

13-45-24-00-00005.0000

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):

42

EASEMENT DONATION BY:

CRYSTAL INDUSTRIAL PARK, LC

Last Mailing Address
 8891 BRIGHTON LN #126

First MI City
 BONITA SPRINGS

State Zip Code
 FL 34135

Corporate Name (if applicable)
 ()

4. Grantee (Buyer):

Last Mailing Address
 RICK DIAZ, P.E. UTIL. DIR.

City State Zip Code Phone No.
 FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address
 P. O. BOX 398

First MI City
 FT. MYERS

State Zip Code Phone No.
 FL 33902 (239) 4798181

Corporate Name (if applicable)
 ()

5. Date of Sale/Transfer

9 20 2005 \$

Sale/Transfer Price

\$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

Acreege

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

9/12/05

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
 OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

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

/LSW

This copy to Department of Revenue

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

Strap Number:

13-45-24-00-00005.0000

LCU 500283
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 Crystal Industrial Park, LC, 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.

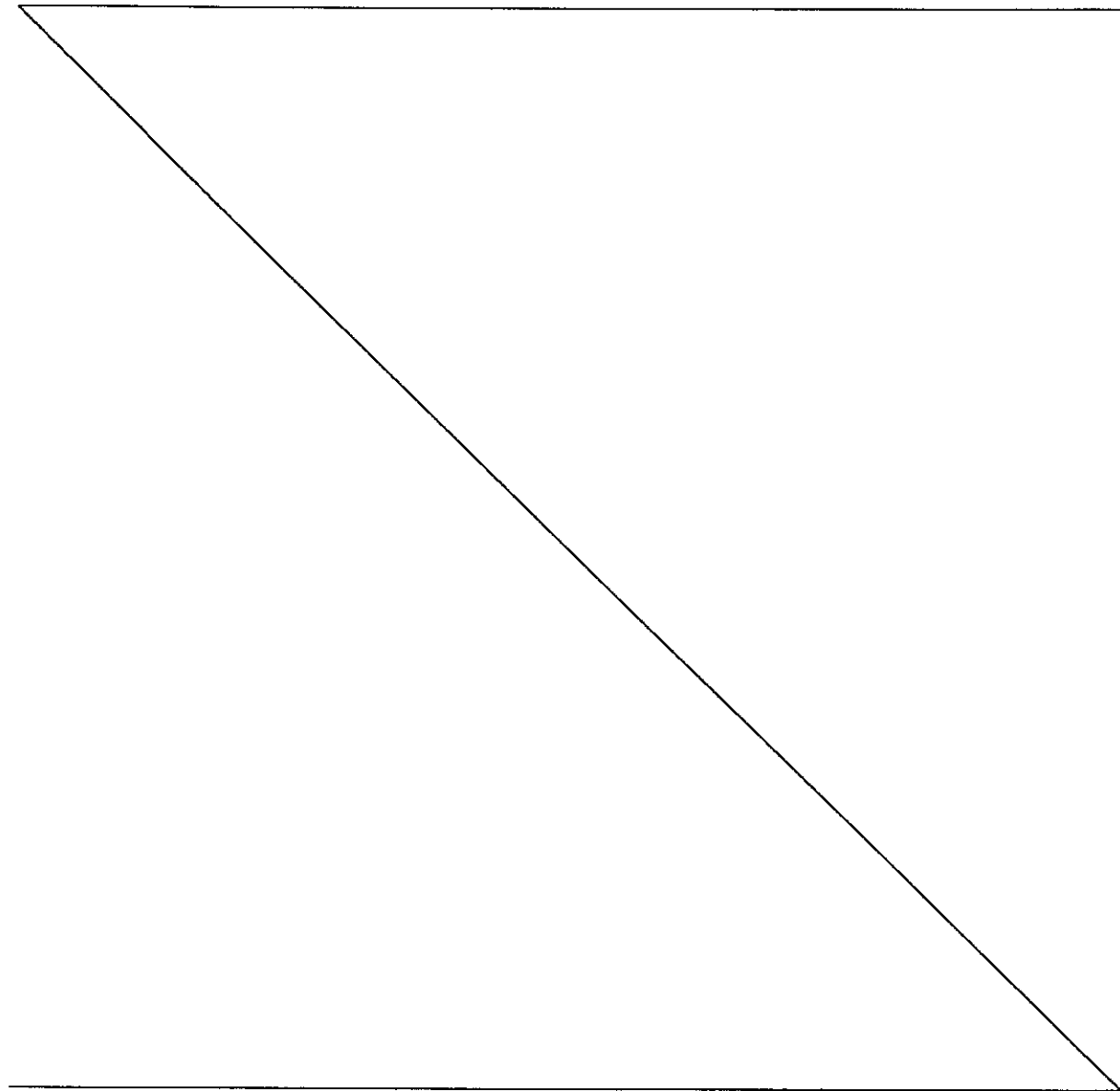
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Mona Halloran
[1st Witness' Signature]

Mona Halloran

[Type or Print Name]

Kyle Clayton
[2nd Witness' Signature]

Kyle Clayton

[Type or Print Name]

BY:

Stanley P. Whitcomb, Jr.
[Signature Grantor's/Owner's]

[Type or Print Name]

Stanley P. Whitcomb, Jr.

[Title] President

STATE OF FLORIDA

COUNTY OF Collier

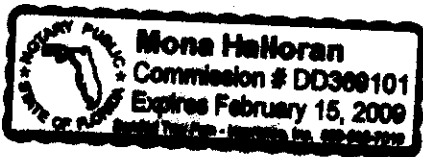
The foregoing instrument was signed and acknowledged before me this 9 day of August 2005, by Stanley P. Whitcomb, Jr. who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Mona Halloran
[Signature of Notary]

Mona Halloran

[Typed or Printed Name]



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

ATTEST:
CHARLIE GREEN, CLERK

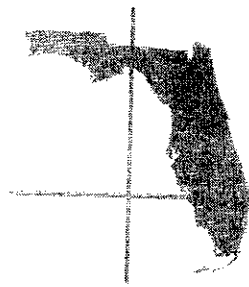
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
 LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
 OF AN EASEMENT LYING IN
 SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT) #2

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE N.00°41'02"E. FOR 329.10 FEET TO THE NORTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE N.89°16'38"E. ALONG SAID NORTH LINE FOR 20.01 FEET; THENCE S.00°41'02"W. FOR 309.10 FEET; THENCE N.89°17'45"E. FOR 1,051.25 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.79°19'39"E., A RADIAL DISTANCE OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°09'57" FOR 57.45 FEET; THENCE N.00°42'15"W. FOR 196.45 FEET; THENCE S.89°17'45"W. FOR 8.18 FEET; THENCE N.00°42'15"W. FOR 15.04 FEET; THENCE N.89°17'45"E. FOR 28.18 FEET; THENCE S.00°42'15"E. FOR 215.21 FEET; THENCE S.22°04'30"W. FOR 12.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°27'24" FOR 62.05 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE S.89°17'45"W. ALONG SAID SOUTH LINE FOR 1,088.71 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 33,479 SQUARE FEET OR 0.77 ACRES, MORE OR LESS.

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

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13 BEING N.00°41'02"E.

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

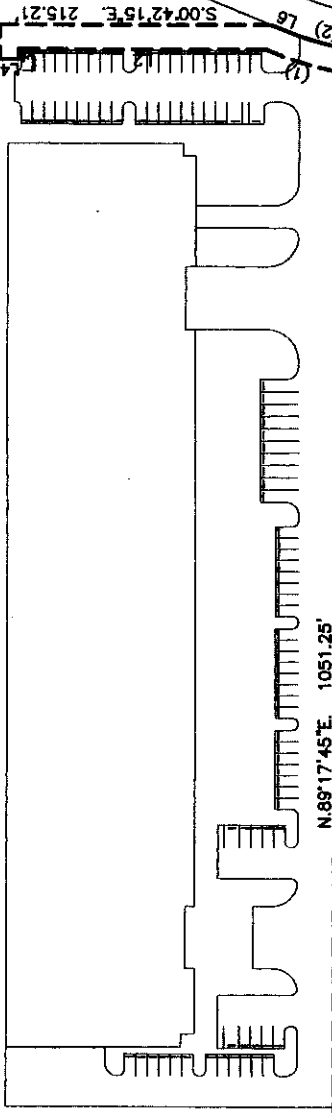
6-14-2005

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

SKETCH TO ACCOMPANY DESCRIPTION

NORTH LINE OF NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4

(BEARING BASIS)
 N.00°41'02"E. 329.10'
 S.00°41'02"W. 309.10'



20' L.C.U. EASEMENT
 N.89°17'45"E. 1051.25'
 S.89°17'45"W. 1088.71'

P.O.B.
 L.C.U. EASEMENT
 SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 13-45-24


CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	250.00'	13°09'57"	57.45'	28.85'	57.32'	N.17°15'20"E.
2	230.00'	15°27'24"	62.05'	31.21'	61.86'	S.14°20'48"W.

LEGEND:

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

*** THIS IS NOT A SURVEY ***

BY: 
 SCOTT M. SHORE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5743

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

FOR THE EXCLUSIVE USE OF:
 - SOUTHWEST ENGINEERING

DATE SIGNED: 6-14-2005

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

LINE TABLE

Line	Bearing	Distance
L1	N.89°16'38"E.	20.01'
L2	N.00°42'15"W.	196.45'
L3	S.89°17'45"W.	8.18'
L4	N.00°42'15"W.	15.04'
L5	N.89°17'45"E.	28.18'
L6	S.22°04'30"W.	12.00'

60' ROADWAY EASEMENT
 (O.R. 3215, PG. 2829)

SKETCH OF DESCRIPTION

METRON
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS-PLANNERS
 LBN 7071
 www.metronfl.com

5245 RAMSEY WAY, SUITE #2
 FORT MYERS, FLORIDA 33907
 PHONE: (239) 271-8875
 FAX: (239) 271-8457

FILE NAME: 3484SK3.DWG	PROJECT NO.: 3484	SHEET: 2 OF 2
SKETCH DATE: 6-14-2005	DRAWN BY: SMS	CHECKED BY: SMS
SCALE: 1" = 120'		13-45-24

COPY