

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

Blue Sheet No. 20051428-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution, and recording of two (2) utility easements as a donation of water main extension serving *Apostolic Christian Church* to provide potable water service and fire protection to this existing place of worship. This is considered a Developer contributed asset and the project is located on the northwest corner of Trail Dairy Circle and Rustic Lane.

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:

Approval.

4. Departmental Category: 10

CIOA

5. Meeting Date:

11-01-2005

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** *10/13/05*

9. Background:

The Board granted permission to construct on 06/03/04, Blue Sheet #20040730
 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.
 Sanitary sewer service is provided by an existing on-site privately own and maintained septic system.
 100% of Connection Fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930

SECTION 16 TOWNSHIP 43S RANGE 24 E DISTRICT #4 COMMISSIONER HALL

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>J. Lavender</i> Date: <i>10-13-05</i>	N/A	N/A	<i>P.O.</i> T. Osterhout Date: <i>10/13</i>	<i>S. Covert</i> Date: <i>10/13</i>	<i>D.M.</i> <i>10/14/05</i>	<i>rel 1/17/05</i>	<i>M</i> <i>11/17/05</i>	<i>JK</i> <i>10/17/05</i>	<i>J. Lavender</i> Date: <i>10.13-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
10-14-05
4:36
 COUNTY ADMIN
 FORWARDED TO: *JK*
10/15/05
5:00pm

Rec. by CoAtty
 Date: *10/14/05*
 Time: *3:45pm*
 Forwarded To:
Admin

10/14/05
4:25

RESOLUTION NO.

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

WHEREAS, it is the desire of "APOSTOLIC CHRISTIAN CHURCH OF NORTH FT. MYERS, INC", owner of record, to record two (2) utility easements as a donation of a water main extension (to provide potable water and fire protection) serving "APOSTOLIC CHRISTIAN CHURCH"; 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 \$68,575.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Janes: _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Hall: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2005.

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: 6/14/2005

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 system** located at
Apostolic Christian Church water main extension
(Name of Development/Project)

was designed by me and has 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.; Al Quattrone, P.E.
(Owner or Name of Corporation/Firm)

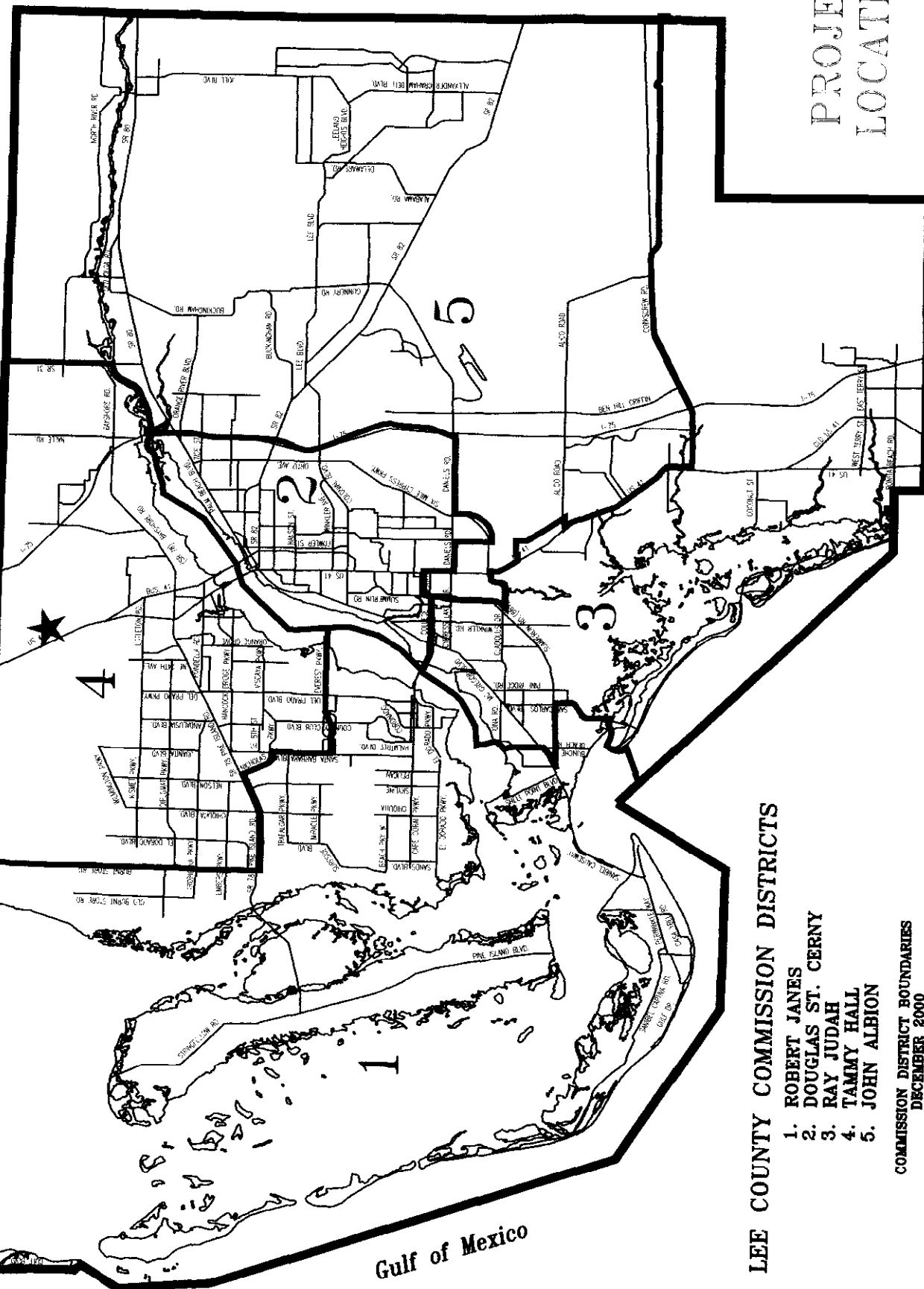
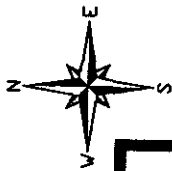


(Signature)

President
(Title)

(Seal of Engineering Firm)

**APOSTOLIC CHRISTIAN CHURCH
16-43-24-00-000020090
COMMISSION DISTRICT # 4 - TAMMY HALL**



Gulf of Mexico

**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

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 Robert A. Keiling
(Signature of Certifying Agent)

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

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

4461-B HANCOCK BRIDGE PKWY
(Address of Firm or Corporation)

NORTH FORT MYERS, FL 33903 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 20 th day of May, 2005 by ROBERT A. KEILING who is personally known to me - _____, and who did not take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

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

Notary Commission Number

(NOTARY SEAL)

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

LCU 500283

OD5360748700.504930

THANK YOU

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

LCU 500283

OD5360748700,504930

THANK YOU

RECORDERS OFFICE:

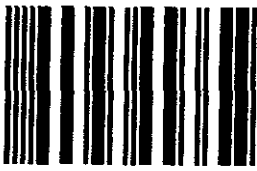
PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

LCU 500283

OD5360748700.504930

THANK YOU



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

16-43-24-00-00002.0070

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

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:** **GOOD SHEPARD UNITED METHODIST CHURCH OF N. FT. MYERS**

Last First MI Corporate Name (if applicable)
2951 TRAIL DAIRY CIR N. FT. MYERS FL 33917

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) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

10 / 25 / 2005 \$

\$10
 (Round to the nearest dollar.)

. 00 Property Located In **Lee**

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

Other 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: 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

\$ **. 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 the foregoing return and that the tax is correct and true to the best of my knowledge and belief, and that I am not aware of any information that would cause me to believe otherwise.

Signature of Grantor or Grantee or Agent

10/13/05

THIS RETURN IS SUBJECT TO THE FLORIDA DEPARTMENT OF REVENUE'S REVIEW AND THE FLORIDA DEPARTMENT OF REVENUE'S RIGHT TO AUDIT THE RETURN AND TO DISCLOSE ANY INFORMATION TO ANY OTHER AGENCY OR TO THE PUBLIC.

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

16-43-24-00-00002.0070

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

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:

GOOD SHEPARD UNITED METHODIST CHURCH OF N. FT. MYERS

Last First MI Corporate Name (if applicable)
2951 TRAIL DAIRY CIR N. FT. MYERS FL 33917

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. 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

10 25 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
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (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 therein are true and correct to the best of my knowledge and belief. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be guilty of a crime and may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

Signature of Grantor or Grantee or Agent

Date 10/13/05

OTHER PENALTIES APPLICABLE TO THIS RETURN ARE SET FORTH IN SECTION 201.02(6), FLORIDA STATUTES.

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 and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>			

This copy to Department of Revenue

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

Strap Number(s):
16-43-24-00-00002.0070

THIS SPACE RESERVED FOR RECORDING LCU500283

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Good Shepherd United Methodist Church of North Fort Myers, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

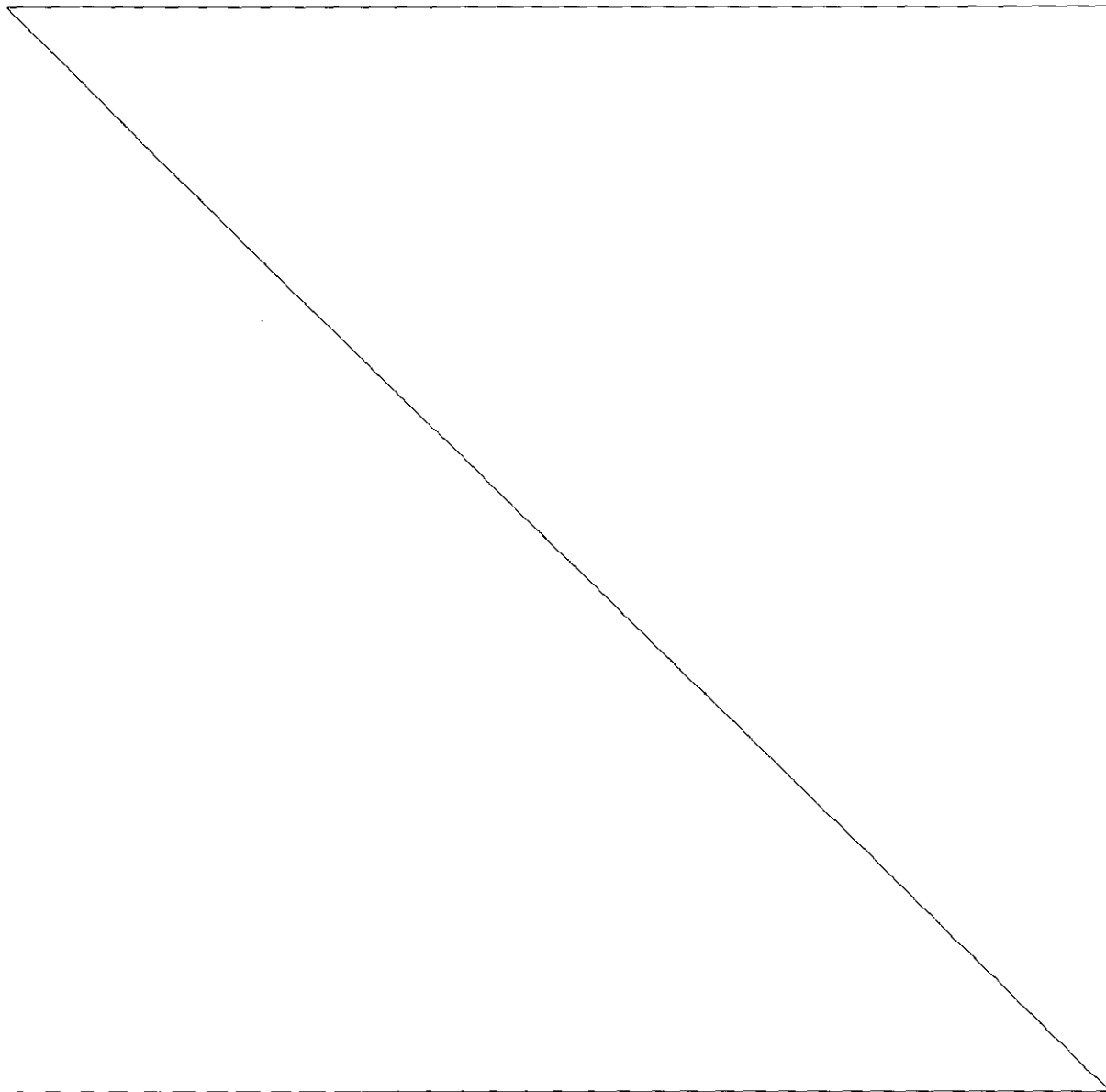
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

[Handwritten Signature]
[1st Witness' Signature]

JAMES A. TOWNES
[Type or Print Name]

Michelle Chase
[2nd Witness' Signature]

Michelle Chase
[Type or Print Name]

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

Sandra Mihok
[Type or Print Name]

President Board of Trustees
[Title] Good Shepherd Methodist Church

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 9 day of Sept 2005 by Sandra Mihok who produced the following as identification FLDL Macro-790-3u-796-0 or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Michelle Chase
[Signature of Notary]

Michelle Chase
[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

EXHIBIT "A" CHURCH PROPERTY UTILITY EASEMENT #1

A TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, RUN N. 89 DEGREES 43' 02" E., FOR 200.03 FEET; THENCE S. 0 DEGREES 15' 29" E., FOR 1,893.87 FEET TO THE CENTER OF A 60 FOOT WIDE ROADWAY EASEMENT (TRAIL DAIRY CIRCLE); THENCE S. 89 DEGREES 46' 34" W. ALONG SAID CENTERLINE, FOR 175.02 FEET AND THE POINT OF THE BEGINNING; THENCE CONTINUE S 89 DEGREES 46' 34" W FOR 589.86 FEET; THENCE N 0 DEGREES 13' 26" W FOR 30.00 FEET; THENCE N 89 DEGREES 46" 34" E FOR 543.15 FEET; THENCE N 26 DEGREES 07' 10" W FOR 740.76 FEET; THENCE N 89 DEGREES 33' 25" E FOR 33.12 FEET; THENCE S 26 DEGREES 07' 10" E FOR 774.25 FEET TO THE POINT OF BEGINNING

Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

11000 Metro Parkway, Suite 30
 Fort Myers, Florida 33917 - 239-936-5222

JOB NO. 91-0101 (1000 WATERS MAIN)

ADDRESS TRAIL DAIRY CIRCLE

SHEET NO. EASEMENT

DATE 1/28/91

CHECKED BY JDN

SCALE OR DESCRIPTIONS

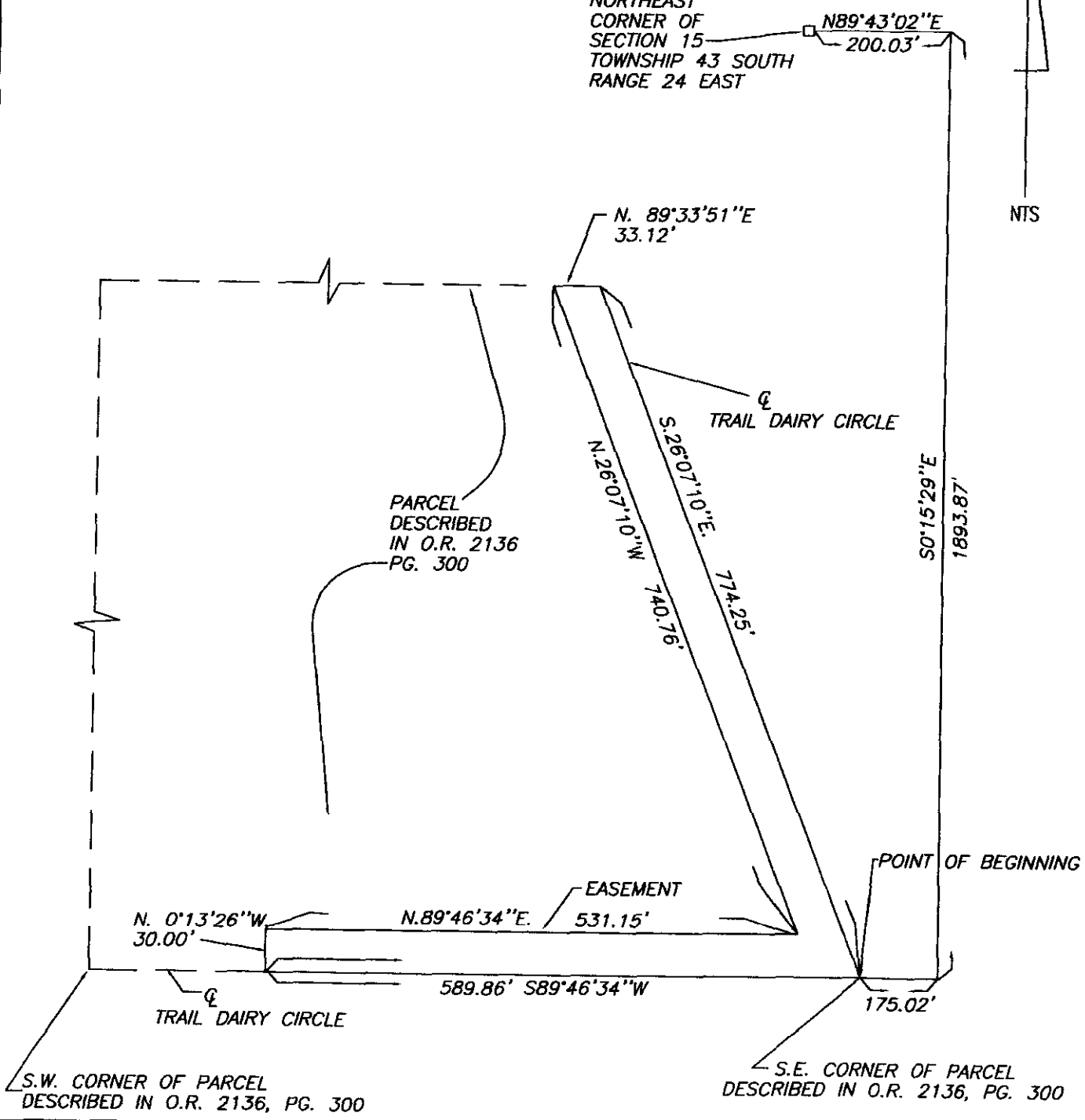
NOTE: SURVEY INFORMATION
 SHOWN HEREON TAKEN
 FROM SURVEY BY
 T. ALAN NEAL (ANCHOR ENG.)
 DATED 8/28/91

EXHIBIT "B"

SKETCH OF EASEMENT DESCRIPTION



POINT OF COMMENCEMENT
 NORTHEAST
 CORNER OF
 SECTION 15
 TOWNSHIP 43 SOUTH
 RANGE 24 EAST



S.W. CORNER OF PARCEL
 DESCRIBED IN O.R. 2136, PG. 300

S.E. CORNER OF PARCEL
 DESCRIBED IN O.R. 2136, PG. 300

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

LCU 500283

OD5360748700.504930

THANK YOU



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

16-43-24-00-00002-0090

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:

APOSTOLIC CHRISTIAN CHURCH

Last First MI
2801 RUSTIC LANE

N. FT. MYERS

FL

Corporate Name (if applicable)
33903

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
P. O. BOX 398

FT. MYERS

FL

Corporate Name (if applicable)
33902 (239) 4798181

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

10 / 25 / 2005
 Month Day Year

Sale/Transfer Price

\$10

. 00

Property Located In

Lee

6. Type of Document

Contract/Agreement
 for Deed

Other

Warranty
 Deed

Quit Claim
 Deed

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

YES

NO

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

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES

NO

9. Was the sale/transfer financed? YES

NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

10. Property Type:
 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 have read the foregoing return and that the facts stated are true and correct. I understand that anyone who furnishes false or misleading information on this return or who omits material or information requested on the return may be guilty of a crime and may be sentenced to imprisonment and/or fines.

Signature of Grantor or Grantee or Agent

Date

10/13/05

OTHER PENALTIES APPLICABLE TO THE SIGNATURE PAGE OF THIS RETURN.

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> <p>Month / Day / Year</p>	<p> </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
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Enter numbers as shown below.

If typing, enter numbers as shown below.

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16-43-24-00-00002.0090

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Property was improved
 with building(s) at time
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3. Grantor (Seller):

EASEMENT DONATION BY:

APOSTOLIC CHRISTIAN CHURCH

Last First MI Corporate Name (if applicable)
2801 RUSTIC LANE N. FT. MYERS FL 33903

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. 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 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

10 25 2005 \$ \$10 . 00 Property 46 County Code
 Month Day Year (Round to the nearest dollar.) Located In

6. Type of Document

Contract/Agreement Other
 for Deed
 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
 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
 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
 \$ 0.70

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 therein are true and correct and that the taxpayer's declaration is based on all information of which he has any knowledge.

Signature of Grantor or Grantee or Agent

Date 10/13/05

OPTIONAL FORM NO. 10 (REV. 10-1-05) PREPARED BY THE FLORIDA DEPARTMENT OF REVENUE, TALLAHASSEE, FLORIDA. OTHER FEES AND CHARGES APPLY TO THIS FORM.

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 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(s):
16-43-24-00-00002.0090

THIS SPACE RESERVED FOR RECORDING LCU500283

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ___ day of _____ 20___, by and between Apostolic Christian Church of North Fort Myers, Incorporated, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the abovedescribed easement.

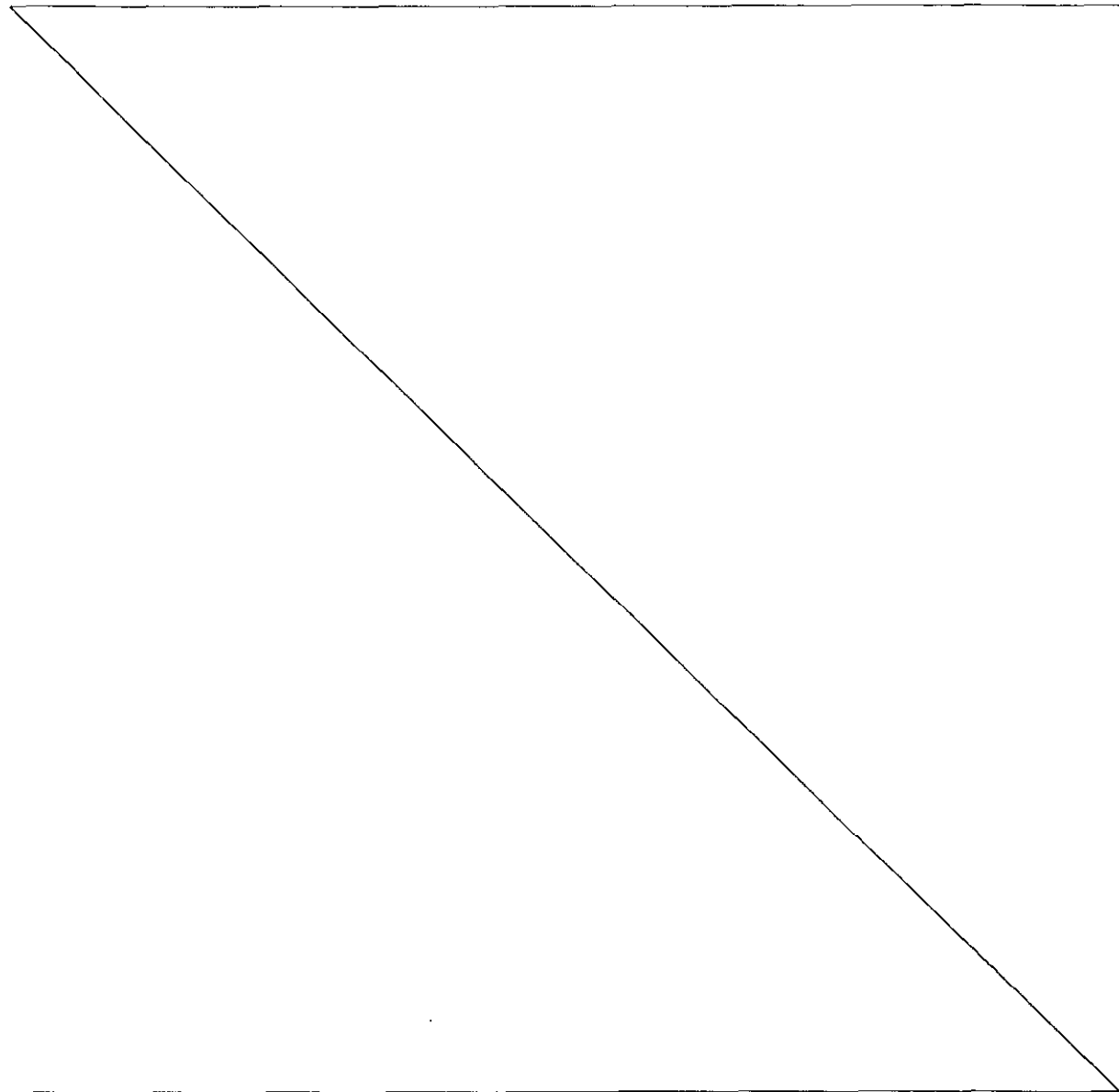
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Carmelita Dowling
[1st Witness' Signature]

CARMALITA DOWLING
[Type or Print Name]

Iniavette Ramirez
[2nd Witness' Signature]

Iniavette Ramirez
[Type or Print Name]

BY: Wm. Masters
[Signature Grantor's/Owner's]

Wm. Masters
[Type or Print Name]

Trustee
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 28th day of June 2005 by W. Masters who produced the following as identification FL Div. Motor 936-47-4160 or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Iniavette Ramirez
Commission #DD370027
Expires: Nov 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Iniavette Ramirez
[Signature of Notary]

Iniavette Ramirez
[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

EXHIBIT "A"

APOSTOLIC CHURCH
UTILITY EASEMENT DESCRIPTION
FOR
LEE COUNTY UTILITIES

COMMENCING AT THE NW CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S. 00D 16' 58" E. FOR 500.00 FEET; THENCE S. 89D 43' 02"W. FOR 491.12 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115D 50' 12" FOR AN ARC LENGTH OF 202.17 FEET TO THE POINT OF TANGENCY; THENCE S. 26D 07' 10' E. FOR 343.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 26D 07' 10' E. FOR 271.15 FEET; THENCE S. 89D 33' 51"W. FOR 33.54 FEET; THENCE N. 26D 07' 10" W. FOR 271.15 FEET; THENCE N. 89D 33' 51" E. FOR 33.54 FEET TO THE POINT OF BEGINNING.

Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

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

JOB APOSTOLIC CHURCH WATER MAIN

ADDRESS N.F.T. MYERS

SHEET NO. EASEMENT DESCRIPTION

DATE 6/29/05

CHECKED BY JDO

SCALE OR DESCRIPTION N.T.S.

NW CORNER
SECTION 16
T. 43 S.
R. 24 E.

