## Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 20060089-UTL

#### 1. Action Requested/Purpose:

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of one (1) fire hydrant, one (1) double water service and one (1) sewer service serving *United Martial Arts Studio* to provide potable water service, fire protection and sanitary sewer service to this newly constructed commercial building. This is a Developer Contributed asset project located on the south side of Crystal Drive approximately 500' west of Metro Parkway.

#### 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:

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4. Depart	mental Cate	gory: 10 –		10 E	3	5. Me	eting Dat	te:	2006
6. Agenda	1:	7.	Requiremen	t/Purpose	(specify)	8. Rec	quest Init	tiated:/	
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	nsent		Statut				issioner	1	
	ministrative		Ordin			Depar			ublic Works
	peals			ı. Code _		Divisio	n	41	Utilities
	blic		X Other		Approval			2206	
Wa	lk-On					] ]	Rick Diaz	#/P/ E., U	tilities Director
0 Pasker	d.						•	/ /	
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previous B	lue Sheet nur	nber is prov	vided.	do not req	une perm	1881011 10	construct	by the Bo	baru, mererore, no
The installa	ation has been	n inspected	for conforma	ince to the	Lee Coun	ty Utilitie	s Operati	ons Manu	ıal.
Satisfactor	y pressure an	d bacteriolo	ogical testing	has been c	ompleted.				
Engineer's	wings have b	een receive	etion has been	nrovided_	_conv atta	ached			
Project Loc	cation Map—	-copy attach	ned.	provided	copy and	delled.			
Warranty h	as been provi	ided—copy	attached.	_					
Waiver of	Lien has been	n provided-	-copy attache has been pro	ed.	atta al- a	<u>ي</u>			
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Director	or Contracts	Resources		Attorney		Ugin	749		P.W. Director
					Analyst	Risk	Grants	Mgr.	
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Date:			Date:2/2	Date: June	: 1			•	Bate: 2 3.00
11. Co	mmission A	ction:							
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Deferred					2-6-00			Rec. by Co	oAtty
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S'ENGRIW PIBLUE SHEETS-ENGIUNITED MARTIAL ARTS STUDIO FA FH WS SS - MMM 20060089 DOC-2/1/06 4.23 PM

RESOLUTION	NO.	

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

WHEREAS, it is the desire of "Noh G. Guak + Hwasoon Guak", owners of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant, one double water service), and sewer facilities (one sewer service), serving "UNITED MARTIAL ARTS STUDIO"; 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.

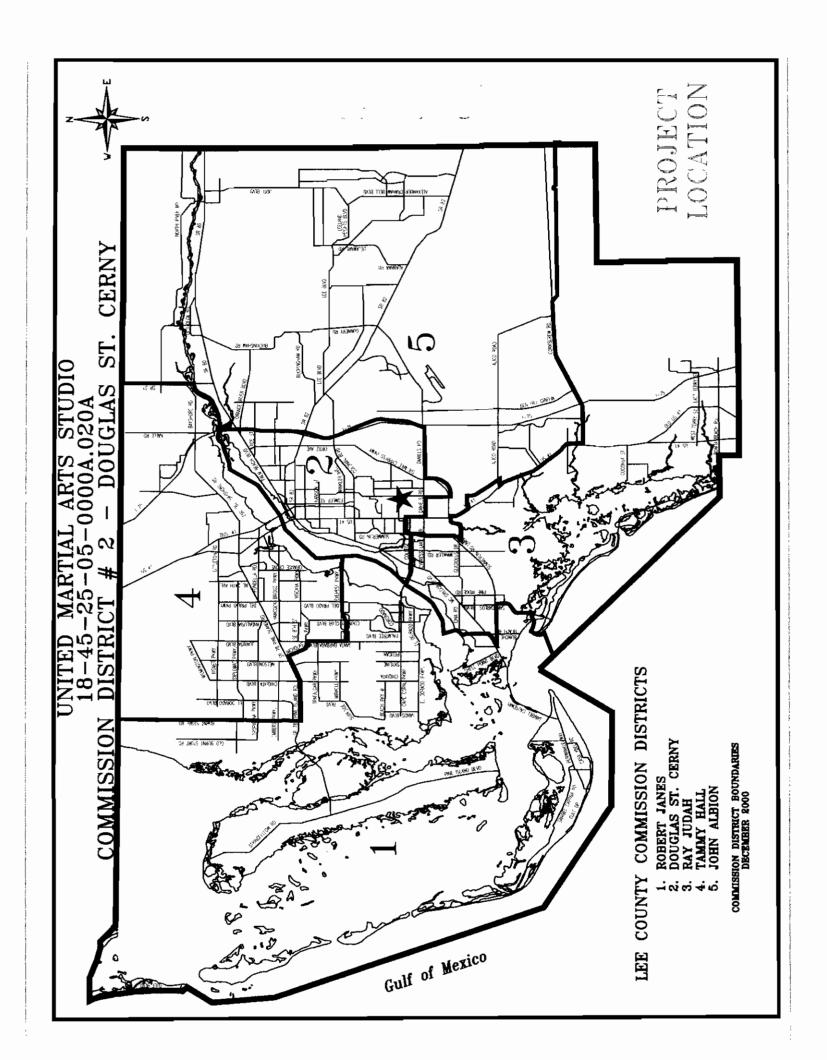
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of \$10,850.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was or moved for its adoption. The motic	ffered by Commissioner	who
moved for its adoption. The motic and, upon bein	on was seconded by Commissioner ng put to a vote, the vote was	as follows:
Commissioner Bob Janes:		(1)
Commissioner Douglas St. Co	erny:	(2)
Commissioner Ray Judah:		(3)
Commissioner Tammara 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:TAMMARA HALL, CHAIRWOMAN	

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060089



#### WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the <u>water and sewer systems</u> of <u>United Martial Arts Studio</u> 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.

B.J. Enterprises, Inc.

	(Contractor/Company Name)
	Michael Sappah, President
	(Authorized Representative, Title)  BY: Signature)
	(Signature)
STATE OF <u>FL</u> ) ) SS:	
COUNTY OF Lee )	
	d and acknowledged before me this 4 th day of January, 2006 lly known to me, and who did not take an oath.
Notary Public Signature	BRUCE MONNIER  MY COMMISSION # DD 277360  EXPIRES: December 25, 2007

Printed Name of Notary Public
(Notary Sea

(Notary Seal & Commission Number)

Donded Thru Budget Notary Services



Bruce Monnier

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

The undersigned lienor, in consideration of the final payment in the amount of

Ten Thousand Eight Hundred Fifty & 00/100's (\$10,850.00 ) hereby waivers and releases its lien
and right to claim a lien for labor, services, or materials furnished to <u>Guak Noh G + Hwasoon</u> on the job
of <u>United Martial Arts Studio</u> to the following described property:

of United Martial Arts Studio to the follow	ing described property:
United Martial Arts Studio (Name of Development/Project)  2500 Crystal Dr Fort Myers, FL 33912 (Location)	Fire Hydrant(s) and Water /or Sewer Service(s)  (Facilities Constructed)  18-45-25-05-0000A.020A  (Strap # or Section, Township & Range)
By: Signature of Authorized Representative	B.J. Enterprises, Inc. (Name of Firm or Corporation)
By: Michael Sappah (Print Name of Authorized Representative	
Title: President	N Fort Myers, FL 33917- (City, State & Zip Of Firm Or Corporation)
Phone #: (239)731-2333 Ext.	Fax#: (239)731-5205
STATE OF	
	knowledged before me this 4 th day of January, 2006 by to me, and who did not take an oath.
BRUCE MONNIER MY COMMISSION # DD 277360 EXPIRES: December 25, 2007 Bonded Thru Budget Notary Services	(Notary Public Signature)
(Notes, Seel & Commission Number)	Bruce Monnier (Printed Name of Notary Public)

#### **CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME:	United Martial Arts Studio
STRAP NUMBER:	18-45-25-05-0000A.020A
LOCATION:	2500 Cystal Dr Fort Myers, FL 33912
OWNER'S NAME: (as show	n on Deed) Guak Noh G + Hwasoon
OWNER'S ADDRESS:	1909 SE 21 Terrace
OWNER 3 ADDRESS.	1909 SE 21 Terrace
OWNER'S ADDRESS:	Cape Coral,FL 33990-

#### 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>	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
TAPPING SLEEVE W/VALVE	12" x 6"	1.0	EA ·	\$3,250.00	\$3,250.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$2,450.00	\$2,450.00
DOUBLE WATER SERVICE/COMPLETE	2"	1.0	ΕA	\$1,650.00	\$1,650.00
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TOTAL					\$7,350.00

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



Contractor's Certification of Contributory Assets - Form (June2004)

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.

	v Miller M.
	(Signature of Certifying Agent)
	Michael Sappah
	(Name & Title of Certifying Agent)
	B.J. Enterprises, Inc.
	(Name of Firm or Corporation)
	8102 Grady Dr
	(Address of Firm or Corporation)
	N Fort Myers, FL 33917 -
STATE OF	
	acknowledged before me this 4 th day of January, 2006 by known to me, and who did not take an oath.
	proper de
Notary Public Signature	<u> </u>
Bruce Monnier	BRUCE MONNIER
Printed Name of Notary Public	MY COMMISSION # DD 277360 EXPIRES: December 25, 2007 Bonded Thru Budget Notary Services
Notary Commission Number	(NOTARY SEAL)

#### CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	United Martial Arts Studio
STRAP NUMBER:	
LOCATION:	2500 Crystal Dr Fort Myers, FL 33912
OWNER'S NAME: (as shown	on Deed) Guak Noh G + Hwasoon
OWNER'S ADDRESS:	1909 SE 21 Terrace
OWNER'S ADDRESS:	Cape Coral,FL 33990-

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 SINGLE SEWER SERVICE W/CLEANOUT	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
SINGLE SEWER SERVICE W/CLEANOUT	6"	1.0	EA	\$3,500.00	\$3,500.00
TOTAL					\$3,500.00

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



LEE COUNTY
Contractor's Certification of Contributory Assets – Form (June2004)

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:
	- 1/1/
	X/Bulan Hege
	(Signature of Čeriffying Agent)
	Michael Sappah
	(Name & Title of Certifying Agent)
	B.J. Enterprises, Inc.
	(Name of Firm or Corporation)
	8102 C 4- D-
	8102 Grady Dr
	(Address of Firm or Corporation)
	N Fort Myers, FL 33917 -
	Troit Injury I B 5511
STATE OF <u>FL</u> )	
) SS:	
COUNTY OF Lee )	
The Court is the second of the Land	1. 1.1.0 di dal 0.7 0000 i
	acknowledged before me this 4 th day of January, 2006 by
whichael Sappan who is personally k	known to me, and who did not take an oath.
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Notary Public Signature	<del></del>
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Bruce Monnier	BRUCE MONNIER
Printed Name of Notary Public	MY COMMISSION # DD 277360 EXPIRES: December 25, 2007
	Bonded Thru Budget Hotary Benvices
N. de Constituio North	— AIOTARY SPAL
Notary Commission Number	(NOTARY SEAL)



## FLORIDA DEPARTMENT OF REVENUE

FDOR10240300 DR-219

		RET	URN FOR							1NE	R. 07/98
Ш			(PLEASE F						,	shown below.	
1.	Parcel Identificat		0 1 2	3 4	5 6	7 8 9		01.	2345678	9	
	(If Parcel ID not please call Coun					GNEDEN	- HOAC				
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2.	Mark (x) all that apply	Multi-parcel			or cutout fr	om			with build	ding(s) at time	
2	Grantor (Seller):	transaction? → BS 2006	0089 1	EASEME	another par ENT:	cel?	NC	H GE	of sale/tr EUN & H	WASOON	GUAK
3.	, ,	Last		First		MI		-	orate Name (	(if applicable)	
_	1909	SE 21ST 7			CAPE C		F:	<u> </u>	33990 Zip Code	( ) Phone No.	
4.	Grantee (Buyer):	DICK DIAG		UTIL.	-			co.	BD. OF	co. com	MISSIONERS
	Р.	O. BOX 39		First	FT. M	Mi ZERS	F	-	orate Name (	(if applicable) ( 23947	98181
_		Mailing Address			City		Sta		Zip Code	Phone No.	
5.	Date of Sale/Tra		5.7 S	s	ale/Transfe				Propert	ty Lan	
	L L L . J . L	21 / 20 Day	06 Year	Round	to the nea	.J ' <b>.</b> _		. <u>U</u>	Locate	Lee	
6.	Type of Docume		Agreement .	•		any mortgage	es on the r	property?	If "Yes".	YES	/ X NO
٥.	Warranty	for Deed		<b>,</b> 	outs	anding mort	gage balar				
	Deed	Quit Claim Deed	1	(	Round to th	e nearest do	lar.) $\Psi$		!	ـــاـــا	. 00
		<b>our knowledg</b> e, we sale by court order							ed? Mineral i	rights?	— , <del>_</del>
		or undivided interes								YES	S_/ <u>X</u> NO
9.	Was the sale/trar	nsfer financed? YE	s = / [	NO If	'Yes". pleas	e indicate typ	e or types	of finan	icina:		
					Agreeme	nt or		_			
	Conventions	al Sell	er Provided		Contract	-	i	Other	_!		
	Property Type:	Residential Co	mmercial Ind	dustrial	Agricultura	Institution I Miscellar		overnm	ent Vacar	nt Acreage	Timeshare
	Mark (x) all that apply								×		
11.	To the best of ve	our knowledge, wa	is personal or	pperty	YES	/ <b>X</b> N	o \$[			7	Cents
	included in the sa	ale/transfer? If "Yes" ble to the personal	', please state	the		<u> </u>				<b> </b>	<u>u</u> u
		mentary Stamp Tax				<del>"''                                   </del>	<b>≯</b> → _	_ i		_الـو	<u>. 70</u>
13.	If <u>no tax</u> is due in	number 12, is deed	d exempt from	Document	ary Stamp	Tax under s.:	20 (02(6),	Florida	Statutes?	YES	s / NO
		Ities of perjury. I dec payer, his/her decla								f prepared by s	1 / .
		Grantor or Grantee								_ Date	12/06
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	To be con	npleted by the C	lerk of the	Circuit C	ourt's Of	ice /			Clerks [	Date Stamp	
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O. R. Book											
and											
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Dat	e Recorded		777	<u> </u>							
Dai		Month Da		Year							



Date Recorded

Day

Year

### FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY



FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING) Enter numbers as shown below.

If typing, enter numbers as shown below.

(If Parcel ID not available

0 1 2 3 4 5 6 7 8 9

0123456789



		aiser's Office) $\rightarrow$ 18452505				0000A0	20A			
2.	Mark (x) all that apply	Multi-pa	arcel		Transaction or cutout for another particular to the cutout for the				as improved ag(s) at time asfer?	
3.	Grantor (Seller):	BS	20060089	EAS	EMENT:		NOH (	GEUN & HW	IASOON G	UAK
<b>J</b> .	1909	Last	1ST TER	First	CAPE	CORAL	FL Co	rporate Name (if a	applicable)	
4	Grantee (Buyer)	RICK	g Address DIAZ, P.	E. UTI	Cit L. DIREC		State R LEE CO	Zip Code . BD. OF (	Phone No.	ISSIONERS
		Last	OX 398	First	FT. M	MI	FL Co	rporate Name (if a	applicable) 239479	8181
5	Date of Sale/Tra		g Address		City Sale/Transfe		State	Zip Code	Phone No.	
٠.		21	2006	\$		10	0	O Property	70	unty Code
	Month	Day	Year	(R	ound to the ne	arest dollar.)	. 0	U Located I	ח	
6.	Type of Docume		Contract/Agreeme for Deed	nt 🗶 Oth		any mortgages standing mortga		y? If "Yes",	YES	× NO
	Warranty Deed		Quit Claim Deed		(Round to t	he nearest dolla	<sub>r.)</sub> \$			.00
8.	such as: Forced	sale by co	rledge, were there ourt order? Forecle ed interest? Relate	osure pendi ed to seller b	ng? Distress Sa by blood or mar	ale? Title defects riage.	s? Corrective [		hts? YES	X <sub>NO</sub>
9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:										
	Convention	al	Seller Provid	ied	Agreeme Contract	ent or for Deed	Other			
10.	Property Type: Mark (x) all that apply	Residen	itial Commercia	l Industria	l Agricultur	Institution al Miscellaned		ment 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.)  12. Amount of Documentary Stamp Tax									
13.	If <u>no tax</u> is due ir	n number 1	12, is deed exemp	t from Docu	mentary Stamp	Tax under s. 20	1.02(6), Florid	la Statutes?	YES	NO
ı	than the tax	kpayer nis	rjury I declare tha /her declaration is	based on a	the foregoing Il information of	return and/that i which he her h	the facts stated as any knowle	d in it are true. If p dge	repared by sor	meone other
L			or Grantee or Agei LE THIS RETURN OR A	_	0011 10000000		10535/51 56		Date Z	<del></del>
			D BY THE REVENUE UK			THE DEPARTMEN	AT OF REVENUES		MACE F OF 725 00	YAKUT ADITICUA M
	To be cor	mpleted	by the Clerk of		Clerks Date Stamp					
	Т	his cop	y to Departme	ent of Re	venue					
(	D. R. Book and									
	Page Number and									
File Number										

TO: RECORDERS OFFICE

### PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

CHARGE TO: LEE COUNTY UTILITIES -

**LCU 500283** 

ACCOUNT NO. *OD5360748700.504930* 

PROJECT NAME: UNITED MARTIAL ARTS STUDIO

**GRANTOR:** NOH GEUN & HWASOON GUAK

BLUE SHEET NO. 20060089-UTL

THANK YOU.

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

Strap Number(s): 18-45-25-05-0000A.020A

LCU 500283

THIS SPACE RESERVED FOR RECORDING

#### **GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_ 2006, by and between Noh Geun Guak and Hwasoon Guak, 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.

BS 20060089-UTL



- 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.

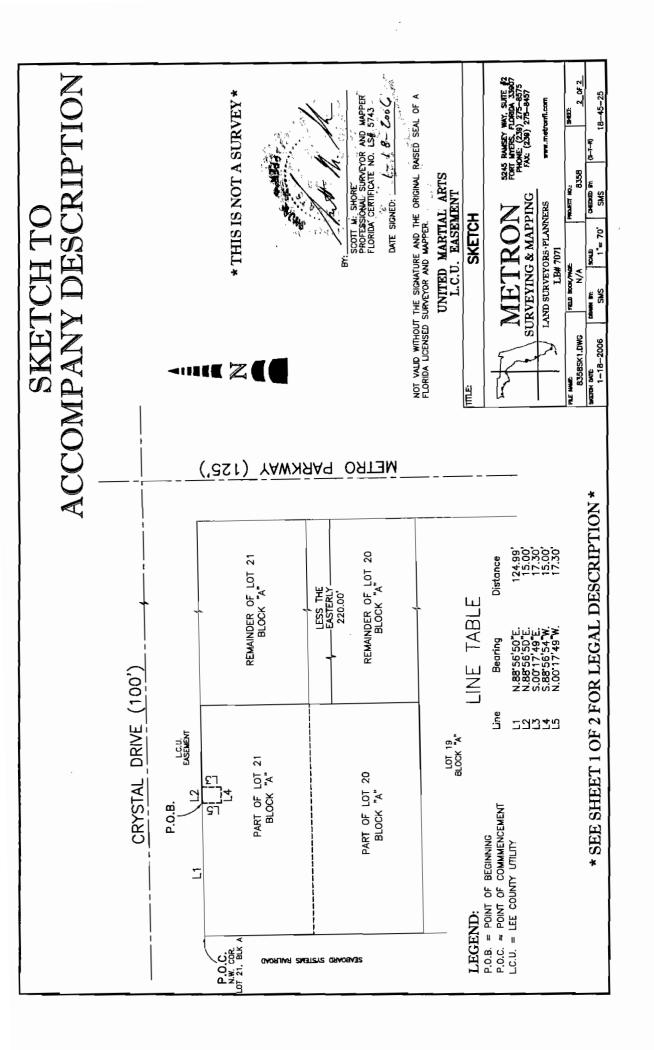
- By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.
- This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(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.

	/ /						
Marchanklit	BY: Juan I Sent						
[1st Witness' Signature]	[Signature Grantor's/Owner's]						
MARY HICCHIET	HWASOON GUNK						
[Type or Print Name]	[Type or Print Name]						
Jennifer Savis							
[2 <sup>nd</sup> Witness' Signature]	[Title]						
Jennifer Davis	<del></del>						
[Type or Print Name]							
STATE OF FLORIDA							
COUNTY OF LEE							
The foregoing instrument wa	s signed and acknowledged before me this						
day of 18th 20g by	who produced the following as identification						
Delutus License	or is personally know to me,						
and who did/did not take an oath.							
[stamp or appl]							
[stamp or seal]	Theren F. Burtley						
Sharon F. Bentley	[Signature of Notary]						
Commission #DD222957 Expires: Jun 15, 2007							
Bonded Thru Atlantic Bonding Co., Inc.	[Typed or Printed Name]						

Approved and accepted for and c	on behalf of Lee County, Florida, this
day of, 2006	3.
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
BY:	BY: Tammara Hall, Chairwoman
	APPROVED AS TO FORM
	BY: Office of the County Attorney





LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT ACROSS, OVER AND THROUGH A TRACT OR PARCEL SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 21, BLOCK A, METRO 88 SUBDIVISION AS RECORDED IN PLAT BOOK 39, PAGES 19-21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.88°56′50″E. ALONG THE NORTH LINE OF SAID LOT 21 FOR 124.99 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N.88°56′50″E. FOR 15.00 FEET; THENCE S.00°17′49″E. FOR 17.30 FEET; THENCE S.88°56′54″W. FOR 15.00 FEET; THENCE N.00°17′49″W. FOR 17.30 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 260 SQUARE FEET, MORE OR LESS.

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

BEARINGS ARE BASED ON THE NORTH LINE OF SAID LOT 21 AS BEARING N.88°56'50"E.

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

SCOTT M. SHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

