

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

Blue Sheet No. 20060099-UTL

**1. Action Requested/Purpose:**

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of one (1) fire line serving *Romano's Macaroni Grill* to provide fire protection to this recently reconstructed commercial building. This is a Developer Contributed asset project located on the east side of South Tamiami Trail approximately 800' south of Daniel 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:**

Approval.

**4. Departmental Category: 10 -**

**C10C**

**5. Meeting Date:**

**02-21-2006**

**6. Agenda:**

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

**7. Requirement/Purpose (specify)**

- Statute
- Ordinance
- Admin. Code
- Other Approval

**8. Request Initiated:**

Commissioner [Signature]  
 Department Public Works  
 Division Utilities  
 By: Rick Diaz, P. E., Utilities Director  
2/2/06

**9. Background:**

Fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed.  
 Record drawings have been received.  
 Engineer's Certification of Completion has been provided—copy attached.  
 Project Location Map—copy attached.  
 Warranty has been provided—copy attached.  
 Waiver of Lien has been provided—copy attached.  
 Certification of Contributed Assets has been provided—copy attached.  
 Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way South Tamiami Trail.  
 Sanitary sewer service is provided by existing privately owned wastewater system.  
 Funds are available for recording fees in account number OD5360748700.504930.

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

**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.	
<u>[Signature]</u> J. Lavender Date: <u>2/3/06</u>	N/A	N/A	<u>N.O.</u>  T. Osterhout Date: <u>2/2</u>	<u>[Signature]</u> S. Covert Date: <u>2/2/06</u>	<u>P.M.</u> <u>2/6/06</u>	<u>[Signature]</u> <u>2/6/06</u>	<u>[Signature]</u> <u>2/6/06</u>	<u>[Signature]</u> <u>2/7/06</u>	<u>[Signature]</u> J. Lavender Date: <u>2/3/06</u>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<u>[Signature]</u>
Date:	<u>2-6-06</u>
Time:	<u>11:23</u>
COUNTY ADMIN FORWARDED TO:	<u>[Signature]</u>
Date:	<u>2/9/06</u>
Time:	<u>11:23</u>

Rec. by CoAtty	<u>[Signature]</u>
Date:	<u>2/6/06</u>
Time:	<u>8:45 AM</u>
Forwarded To:	<u>[Signature]</u>
Date:	<u>2/6/06</u>
Time:	<u>10:40 AM</u>

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of "Brinker Florida, Inc., f/k/a Chili's Florida, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (a fire line), serving "**Romano's Macaroni Grill**"; 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 **\$4,500.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Bob Janes: \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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 20060099**

LETTER OF COMPLETION

DATE: 1/19/2006

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

Gentlemen:

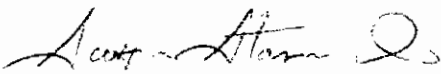
This is to certify that the **fire line up to and including 1st OS + Y valve(s)** located  
**Romano's Macaroni Grill 13721 South Tamiami Trail, Ft. Myers, FL**  
(Name of Development/Project)

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 Pressure Test(s) - Water Main**

Very truly yours,

Freeland & Kaufman, Inc.  
(Owner or Name of Corporation/Firm)

  
(Signature) 1/19/06

Scott Stannard, PE 50565  
(Name and Title)

(Seal of Engineering Firm)

ROMANO'S MACARONI GRILL  
24-45-24-11-00000.0050

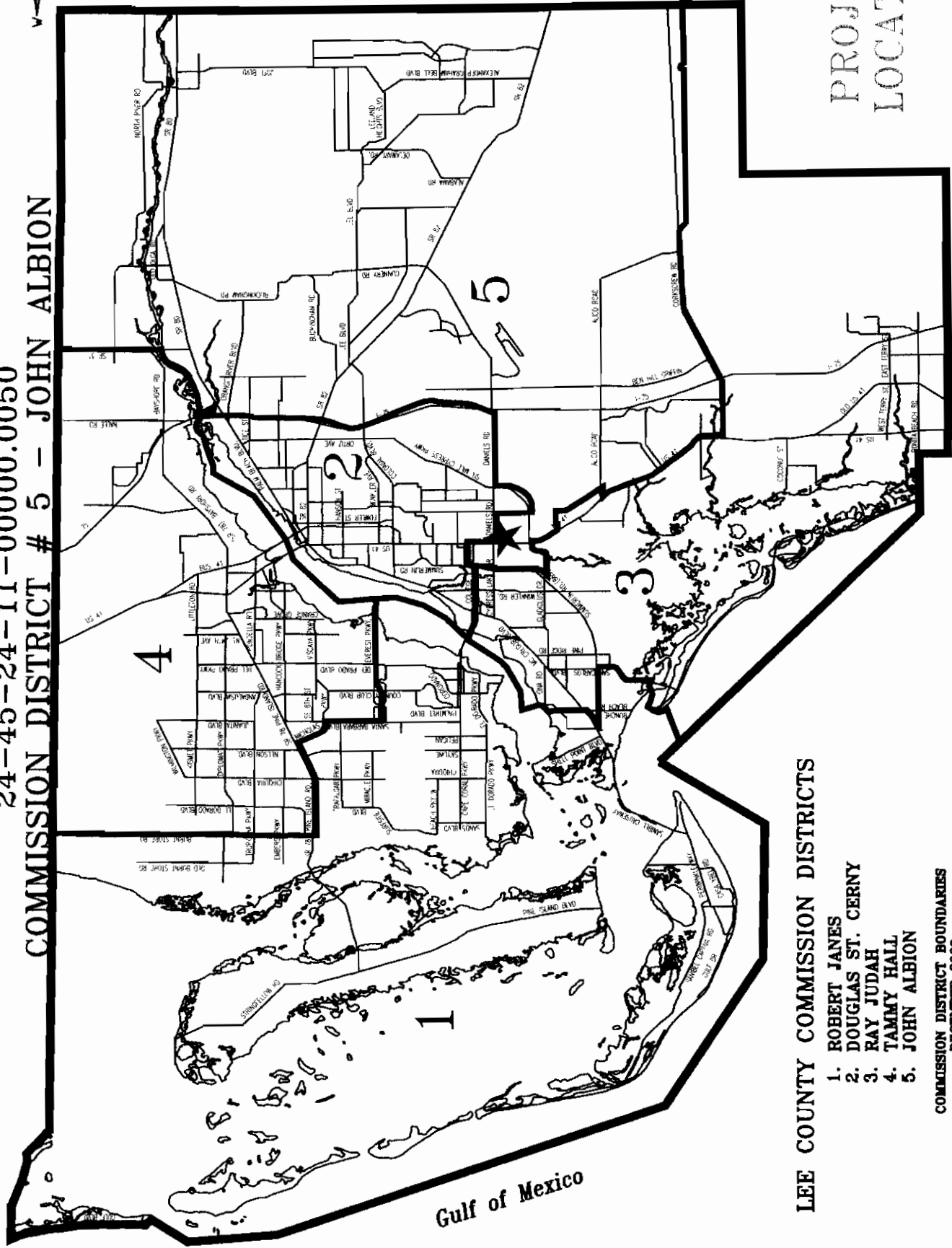
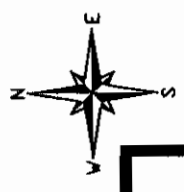
COMMISSION DISTRICT # 5 - JOHN ALBION

PROJECT  
LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000



Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of Fire Line of Romano's macaroni Grill 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.

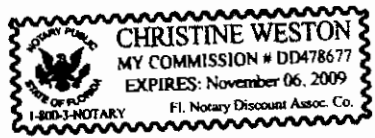
Will Brickey P.M. Venture Construction  
(Name of Owner/Contractor)

BY: Will Brickey  
(Signature of Owner/Contractor)

STATE OF Florida )  
 ) SS:  
COUNTY OF Hillsborough

The foregoing instrument was signed and acknowledged before me this 23rd day of Jan 2006 by Will Brickey who has produced the following as identification personally known and who did take an oath.

Christine Weston  
Notary Public Signature  
Christine Weston  
Printed Name of Notary Public



(Notary Seal & Commission Number)

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of  
Four thousand five hundred dollars(\$4,500.00 ) hereby waives and releases its lien and right to claim a  
lien for labor, services, or materials furnished to Venture Construction on the job of Romano's Macaroni  
Grill to the following described property:

Romano's Macaroni Grill  
(Name of Development/Project)

13721 South Tamiami Trail  
(Location)

Fire Line up to and including 1st OS and Y valve

(Facilities Constructed)

24-45-24-11- 00000.0050  
(Strap # or Section, Township & Range)

Dated on: January 23, 2006

By: [Signature]  
(Signature of Authorized Representative)

By: Thomas D. Rohr  
(Print Name of Authorized Representative)

Title: President

Phone #: (813)986-5819 Ext.

Beneficial Fire Protection, Inc  
(Name of Firm or Corporation)

12522 US Hwy 301 N  
(Address of Firm or Corporation)

Thonotosassa,, Fl 33592-  
(City, State & Zip Of Firm Or Corporation)

Fax#: (813)986-5837

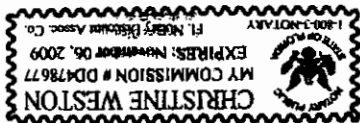
STATE OF Florida )  
                                  ) SS:  
COUNTY OF Hillsborough

The foregoing instrument was signed and acknowledged before me this 23rd day of January, 2006 by Thomas D Rohr  
who is personally known to me - N/A, and who did not take an oath.

[Signature]  
(Notary Public Signature)

Christine Weston  
(Printed Name of Notary Public)

(Notary Seal & Commission Number)



**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: Romano's Macaroni Grill

STRAP NUMBER: 24-45-24-11 00000. .0050

LOCATION: 13721 South Tamiami Trail Ft. Myers Florida

OWNER'S NAME: (as shown on Deed) Chilis Florida Inc n/k/a Brinker Florida, Inc.

OWNER'S ADDRESS: 6820 LBJ Freeway

OWNER'S ADDRESS: Dallas, Tx 75240-

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
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4'	30.0	EA	\$150.00	\$4,500.00
<b>TOTAL</b>					<b>\$4,500.00</b>

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

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

CERTIFYING:

x Will Brickey  
(Signature of Certifying Agent)

Will Brickey Project Manager  
(Name & Title of Certifying Agent)

Venture Construction  
(Name of Firm or Corporation)

105 N Falkenburg Suite A  
(Address of Firm or Corporation)

Tampa, Fl 33619 -

STATE OF Florida )

) SS:  
COUNTY OF Hillsborough

The foregoing instrument was signed and acknowledged before me this 23rd day of Jan, 2006 by Will Brickey who has produced the following as identification - personally known and who did not take an oath.

Christine Weston  
Notary Public Signature

Christine Weston  
Printed Name of Notary Public

DD 478677  
Notary Commission Number



(NOTARY SEAL)





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



FDOR10240300  
DR-219  
R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9      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) →

24452411000000050

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): **BS 20060099 EASEMENT: BRINKER FL INC F/K/A CHILI'S FL INC**

Last Mailing Address: **6820 LBJ FREEWAY**  
First City: **DALLAS** MI State: **TX** Corporate Name (if applicable): **75240**  
Zip Code: **75240** Phone No.

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

Last Mailing Address: **P. O. BOX 398**  
First City: **FT. MYERS** MI State: **FL** Corporate Name (if applicable): **33902 (2394798181)**  
Zip Code: **33902** Phone No.

5. Date of Sale/Transfer: **2 / 21 / 2006** Sale/Transfer Price: **\$10,000.00** 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: **\$0.00**

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

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 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: *[Signature]* Date: **2/2/06**

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

**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  
 24452411000000050

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):

BS 20060099

EASEMENT:

BRINKER FL INC F/K/A CHILI'S FL INC

Last Mailing Address  
 6820 LBJ FREEWAY

First City MI  
 DALLAS TX

Corporate Name (if applicable)  
 75240

4. Grantee (Buyer):

Mailing Address  
 RICK DIAZ, P.E. UTIL. DIRECTOR

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

Last Mailing Address  
 P. O. BOX 398

First City MI  
 FT. MYERS FL

Corporate Name (if applicable)  
 33902 (2394798181)

5. Date of Sale/Transfer

2 21 2006 \$

City 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  Other

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

YES  NO

Warranty Deed  
 Quit Claim Deed

(Round to the nearest dollar.) \$

. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer  
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?  
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES  NO

9. Was the sale/transfer financed? YES  NO

If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or  
 Contract for Deed

Other

10. Property Type:  
 Mark (x) all  
 that apply

Residential

Commercial

Industrial

Agricultural

Institutional/  
 Miscellaneous

Government

Vacant

Acreage

Timeshare

11. To the best of your knowledge, was personal property  
 included in the sale/transfer? If "Yes", please state the  
 amount attributable to the personal property. (Round to the nearest dollar.)

YES  NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.70

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

YES NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other  
 than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge

Signature of Grantor or Grantee or Agent

Date

2/2/06

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	
<b>This copy to Department of Revenue</b>			
O. R. Book and Page Number and File Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year	

This copy to Department of Revenue

**TO: RECORDERS OFFICE**

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

*Sue Gullledge*

---

**CHARGE TO: LEE COUNTY UTILITIES -  
LCU 500283**

**ACCOUNT NO. OD5360748700.504930**

**PROJECT NAME: "ROMANO'S MACARONI GRILL"**

**GRANTOR: "BRINKER FL INC F/K/A CHILI'S"**

**BLUE SHEET NO. "20060099-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):

24-45-24-11-00000.0050

LCU 500283

THIS SPACE RESERVED FOR RECORDING

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

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Brinker Florida, Inc. formerly known as Chili's Florida, Inc., 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.

BS 20060099-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.

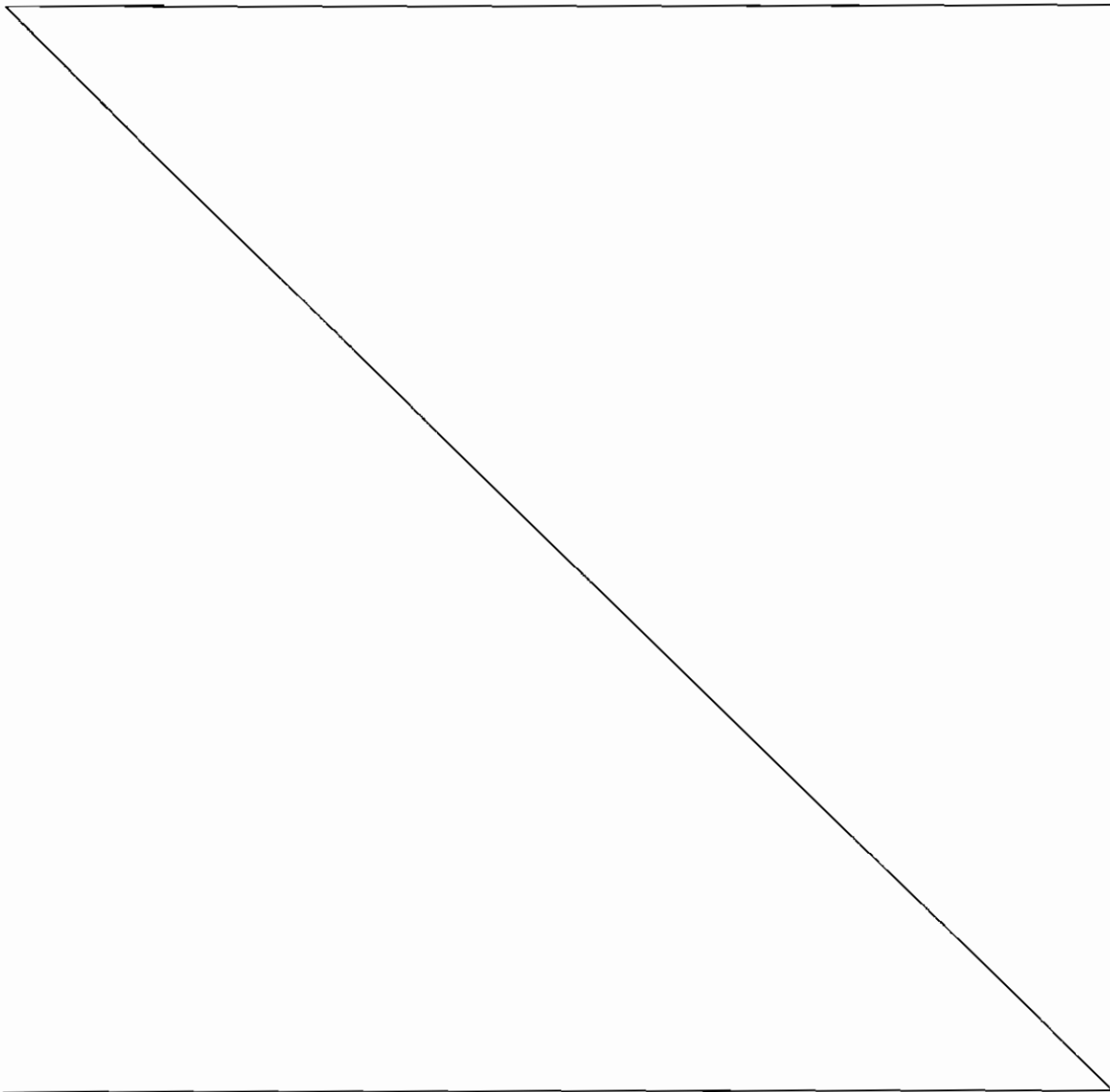
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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]

[1<sup>st</sup> Witness' Signature]

Linda L. Wilson

[Type or Print Name]

[Handwritten Signature]

[2<sup>nd</sup> Witness' Signature]

Kim Swyler

[Type or Print Name]

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

Bryan D. McCrory

[Type or Print Name]

Vice President

[Title]

STATE OF FLORIDA

COUNTY OF DALLAS

The foregoing instrument was signed and acknowledged before me this 26<sup>th</sup> day of January 2006, by Bryan D. McCrory, Vice President of Brinker Florida, Inc., who produced the following as identification [Handwritten Signature] or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]

[Signature of Notary]

SANDRA L. Riddels

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney

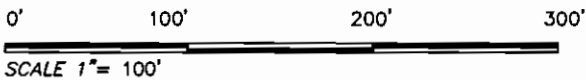
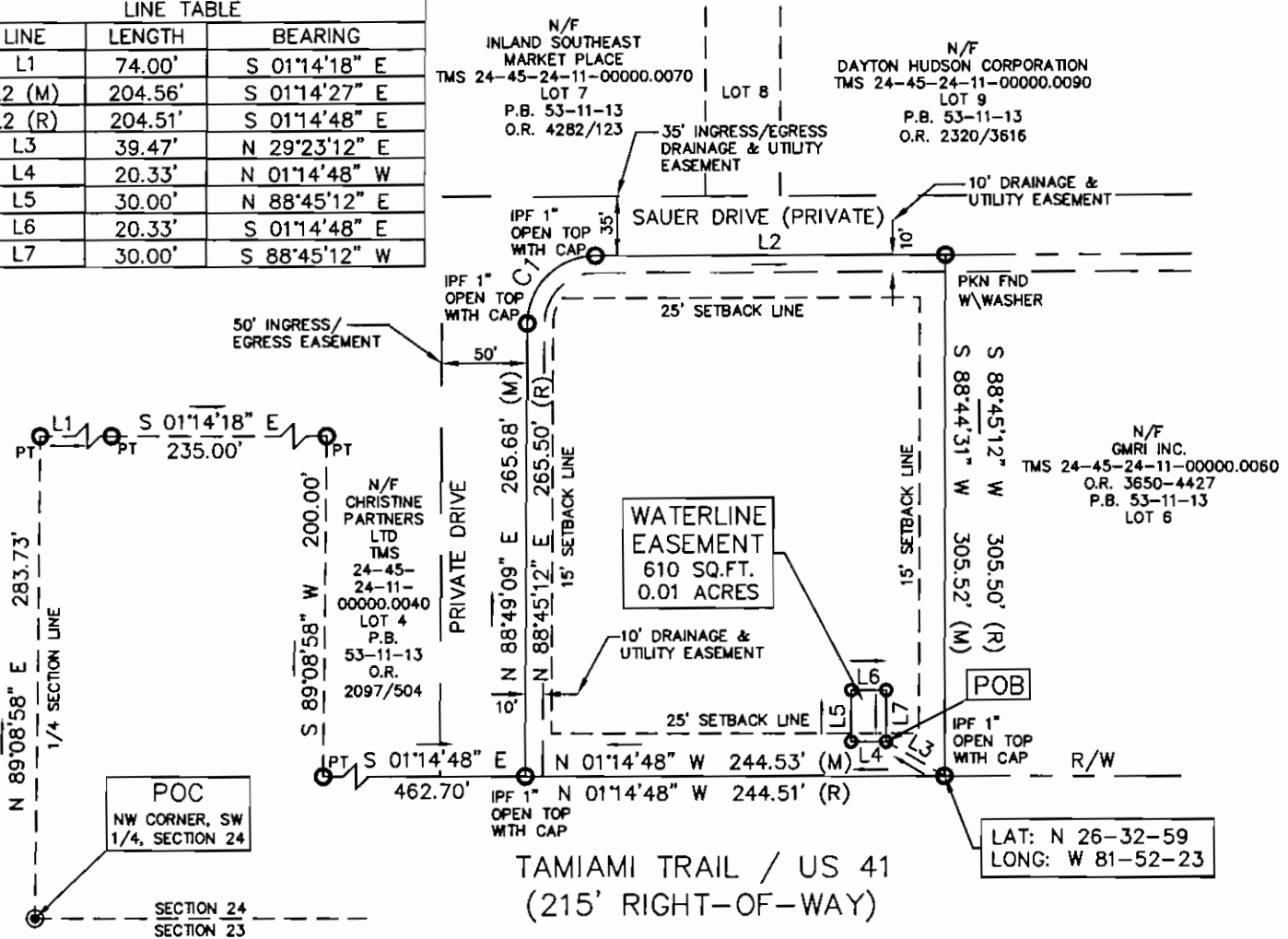


EXHIBIT A  
PAGE 1 OF 2

All that certain parcel, piece or tract of land lying and being situated in the Southwest Quarter of Section 24, Township 45 South, Range 24 East, Lee County, Florida located within the boundaries of land described in a General Warranty Deed recorded in the Official Records Book 4383, Page 3374, of the public records of Lee County, Florida, and being more fully described below, to wit:

Commencing at the Northwest corner of Southwest Quarter Section of Section 24, Township 45 South, Range 24 East. Thence along the northern line of Southwest Quarter Section, Section 24, N89-08-58E for 283.73 feet to a point. Thence S01-14-18E for 74.00 feet to a point in the southern rights of way margin of Daniels Parkway. Thence with the line of lands described in Official Record Book 1830, page 3415 for two calls, S01-14-18E for 235 feet to a point; S89-08-58W for 200.00 feet to a point in the eastern rights of way margin of Tamiami Trail / US Highway 41. Thence along the eastern rights of way margin of Tamiami Trail / US 41 S01-14-48E for 462.70 feet to an iron pin (found), one inch open top with cap inscribed "LB 642", Thence S01-14-48E for 244.53 feet to an iron pin (found), to a one inch open top with cap inscribed "LB 642" Thence with a tie line N29-23-12E for 39.47 feet to a point which is the Point of Beginning. Thence N01-14-48W for 20.33 feet to a point; Thence N88-45-12E for 30.00 feet to a point; thence S01-14-48E for 20.33 feet to a point; Thence S88-45-12W for 30.00 feet to the Point of Beginning, containing 0.01 acres or 610 square feet, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.00'	S 01°14'18" E
L2 (M)	204.56'	S 01°14'27" E
L2 (R)	204.51'	S 01°14'48" E
L3	39.47'	N 29°23'12" E
L4	20.33'	N 01°14'48" W
L5	30.00'	N 88°45'12" E
L6	20.33'	S 01°14'48" E
L7	30.00'	S 88°45'12" W



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1 (M)	40.00'	62.29'	39.46'	56.19'	N 46°25'45" W	89°56'24"
C1 (R)	40.00'	62.83'		56.57'	N 46°14'48" W	90°00'00"



FLPSM: WILLIAM C. CANNON  
NO: FL PSM #6242

STATE OF FLORIDA  
LEE COUNTY  
SECTION 24-TOWNSHIP 45 SOUTH  
RANGE 24 EAST-LOT 5  
MARKET SQUARE

EASEMENT DRAWING  
FOR  
BRINKER FLORIDA, INC.

FREELAND & ASSOCIATES, INC.  
ENGINEERS \* LAND SURVEYORS  
323 WEST STONE AVENUE  
GREENVILLE, S.C., 29609  
(864) 271-4924 FAX: (864) 233-0315

REF. PLAT BOOK	PB 53, PAGES 11-14
REF. DEED BOOK	4383, PAGE 3374
TAX MAP	24-45-24-11-00000.0050
PARTY CHIEF	MCC
DRAWN	JEA
DATE	1-26-06
DWG.NO.	57054-ESMT



Prepared by ~~and return to:~~

Laurie H. Shaw  
Chili's Florida, Inc.  
6820 LBJ Freeway  
Dallas, TX 75240

INSTR # 6380224  
DR BK 04383 Pgs 3374 - 3377; (4pgs)  
RECORDED 87/38/2004 10:26:30 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
DEED DOC 5,250.00  
DEPUTY CLERK K Crayton

When Recorded Return To:

Linda L. Wilson  
LandAmerica Commercial Services  
7557 Rambler Road, Suite 1200  
Dallas, TX 75231

**GENERAL WARRANTY DEED**

STATE OF FLORIDA           §  
  §  
COUNTY OF LEE           §

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

STATE OF FLORIDA           §  
   §  
COUNTY OF LEE           §

**GENERAL WARRANTY DEED**

THAT ROMANO'S MACARONI GRILL, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by CHILI'S FLORIDA, INC., a Delaware corporation, whose mailing address is 6820 LBJ Freeway, Dallas, Texas 75240 ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all that certain real property, together with any buildings and improvements thereon, situated in the County of Lee, State of Florida (the "Property"), and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD, subject as aforesaid, the above-described Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed as of the 29th day of December, 1993.

**GRANTOR:**

ROMANO'S MACARONI GRILL, INC.,  
a Texas corporation

By: [Signature]  
Debra Smithart  
Executive Vice President  
and Chief Financial Officer

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature of Witness  
Laurie H. Shaw  
Printed Name of Witness

[Signature]  
Signature of Witness  
Blanche Avila  
Printed Name of Witness

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 29<sup>th</sup> day of December, 1993, by Debra Smithart, Executive Vice President and Chief Financial Officer of Romano's Macaroni Grill, Inc. a Texas corporation, on behalf of said corporation.



Wendy Gholson  
Notary Public in and for the  
State of Texas

Wendy Gholson  
(Notary's Printed Name)

My Commission Expires: \_\_\_\_\_

AFTER RECORDING  
PLEASE RETURN TO:

Laurie H. Shaw  
Chili's Florida, Inc.  
6820 LBJ Freeway  
Dallas, TX 75240

PREPARED BY:

Laurie H. Shaw  
Brinker International  
6820 LBJ Freeway  
Dallas, TX 75240

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 5 of MARKET SQUARE, according to the plat thereof, recorded in Plat Book 53, Pages 11 through 14, Public Records of Lee County, Florida.

TOGETHER WITH the access easement, cross parking easement and the other easement estates of which Romano's Macaroni Grill, Inc., is the beneficiary, as set forth in that certain Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 2320, Page 3631, and the access easement and the other easement estates of which Romano's Macaroni Grill, Inc., is the beneficiary, as set forth in that certain Easement Agreement recorded at Official Records Book 2320, Page 3622, Public Records of Lee County, Florida.

PIN: 24-45-24-11-00000.0050

\\cc.pw0161\romanoa.lgl



Prepared by and return to:  
Colleen Sandoval  
Brinker Florida, Inc.  
6820 I-37 Freeway  
Dallas, TX 75240

When Recorded Return To:  
Linda L. Wilson  
LandAmerica Commercial Services  
7557 Rambler Road, Suite 1200  
Dallas, TX 75231

INSTR # 6380225  
OR BK 04383 Pg 3378; (1pg)  
RECORDED 07/30/2004 10:26:30 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
DEPUTY CLERK K Crayton

OR BK 04383 PG 3378  
07/30/2004

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

**AFFIDAVIT OF OWNER**

PERSONALLY APPEARED before me, the undersigned, JAY L. TOBIN ("Deponent"), who after being duly sworn according to law, deposes and says on oath as follows, to the best of Deponent's knowledge and belief:

1. That Deponent is the Vice President of BRINKER FLORIDA, INC., a Delaware corporation formerly known as CHILI'S FLORIDA, INC. ("Owner") and that the Owner is the owner of that certain tract or parcel of real property lying and being in Lee County, Florida, and being more particularly described in the "Deed" (as defined below) (said property is hereinafter referred to as the "Property") and that Deponent has personal knowledge of the matters set forth herein.
2. That this Affidavit is to be recorded simultaneously with that certain General Warranty Deed dated December 29, 1993 (the "Deed"), which was signed by Romano's Macaroni Grill, Inc., deeding said Property to Owner.
3. Delivery of the Property to Owner occurred on December 29, 1993.
4. The Deed has been in Owner's possession since delivery on December 29, 1993, and there were no restrictions on recording the Deed, and the Deed was inadvertently not recorded.

This Affidavit is made to explain why Owner is now recording the General Warranty Deed in the records of Lee County, Florida.

WITNESS the hand and seal of the undersigned as of this 22<sup>nd</sup> day of June, 2004.

Sworn to and subscribed before me as of this 22<sup>nd</sup> day of June, 2004.

*Francis Clark*

Notary Public  
(SEAL)

By: *Jay L. Tobin*  
Jay L. Tobin

