

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

Blue Sheet No. 20060915-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of a water main extension and one (1) 6" diameter fire line serving *Micky Franklin's Wholesale Tires and Wheels* to provide fire protection to this existing commercial building addition. This is a Developer Contributed asset project located on the north side of Pondella Road approximately 500' west of N. Cleveland Avenue (US 41).

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

C10B

5. Meeting Date:

08-15-2006

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: S. Ivan Velez 7/20/06
 S. Ivan Velez, P. E., Acting Director

9. Background:

The Board granted permission to construct on 07/27/04, Blue Sheet #20040850. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided—copy attached. Project Location Map—copy attached. Warranty has been provided—copy attached. Waiver of Lien has been provided—copy attached. Certification of Contributed Assets has been provided—copy attached. 100% of the connection fees have been paid. Potable water service is provided by Lee County Utilities via existing infrastructure located within the Pondella Road right-of-way. Sanitary sewer service is provided by a privately owned and maintained on-site septic system. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 03 TOWNSHIP 44S 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.	
<u>K. Lavender</u> Date: 7/21/06	N/A	N/A	<u>T.O.</u> T. Osterhout Date: 7/20	<u>S. Covert</u> Date: 7/20/06	<u>7-25-06</u>	<u>7/25/06</u>	<u>7/25/06</u>	<u>7/26/06</u>	<u>K. Lavender</u> Date: 7/21/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: [Signature]
 7/25/06 10:30 AM
 COUNTY ADMIN FORWARDED TO: [Signature]
 7/26/06

Rec. by CoAtty
 Date: 7/24/06
 Time: 3:55 PM
 Forwarded to: County Admin
7/25/06 9:32 AM

RESOLUTION NO.

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

WHEREAS, it is the desire of "**BETTY LOU FRANKLIN AS TRUSTEE OF THE FRANKLIN FAMILY REVOCABLE TRUST**", owner of record, to make a contribution to Lee County Utilities of water facilities (**A WATER MAIN EXTENSION AND ONE SIX INCH DIAMETER FIRE LINE**), serving "**MICKY FRANKLIN'S WHOLESALE TIRES & WHEELS**"; 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 **\$20,144.00** 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 20060915-UTL

COPY

LETTER OF COMPLETION

DATE: 12/20/2005

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

Gentlemen:

This is to certify that the **water distribution and fire hydrant(s)** and located at
Micky Franklin's Wholesale Tires & Wheels
(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,

Morris-Depew Associates, Inc.
(Owner or Name of Corporation/Firm)

(Signature)

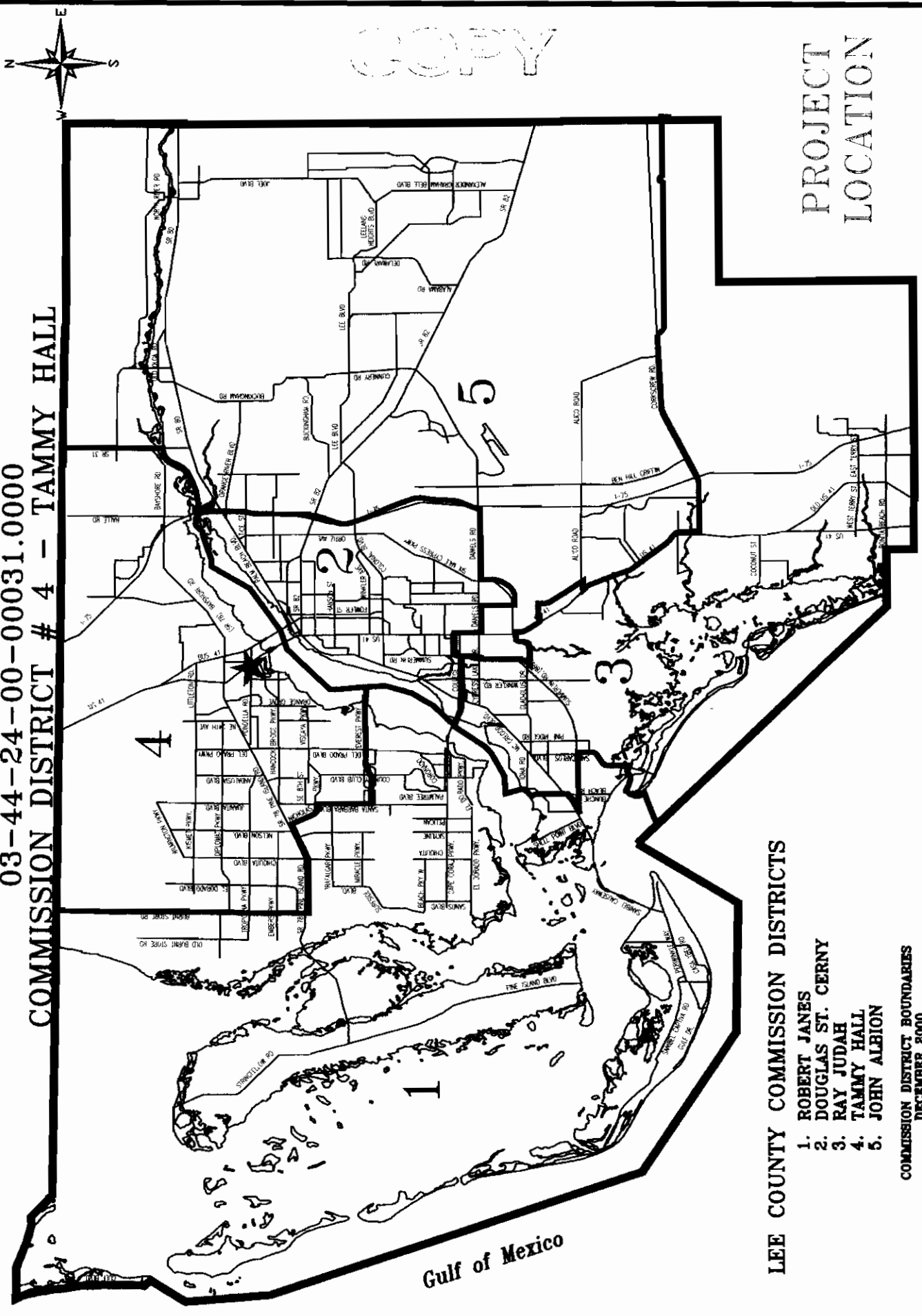
Ryan Shute, PE
(Name and Title)

(Seal of Engineering Firm)

MICKEY FRANKLIN'S WHOLESALE TIRES AND WHEELS
 03-44-24-00-00031.0000
 COMMISSION DISTRICT # 4 - TAMMY HALL

COPY

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 system of Micky Franklin's Wholesale Tires & Wheels 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: *Michael Sappah*
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 14 th day of December, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



(Notary Seal & Commission Number)

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

The undersigned lienor, in consideration of the final payment in the amount of Twenty Thousand One Hundred Forty Four & 00/100's (\$20,144.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Franklin Betty Lou Tr on the job of Micky Franklin's to the following described property:

Micky Franklin's Wholesale Tires & Wheels
(Name of Development/Project)

300 Pondella Rd N Fort Myers, FL 33903
(Location)

Water Distribution System

(Facilities Constructed)

03-44-24-00-00031.0000
(Strap # or Section, Township & Range)

Dated on: December 14, 2005

By: *Michael Sappah*
(Signature of Authorized Representative)

By: Michael Sappah
(Print Name of Authorized Representative)

Title: President

Phone #: (239)731-2333 Ext.

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

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

Fax#: (239)731-5205

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 14 th day of December, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)

Bruce Monnier
(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Micky Franklin's Wholesale Tires & Wheels

STRAP NUMBER: 03-44-24-00-00031.0000

LOCATION: 300 Pondella Rd N Fort Myers, FL 33903

OWNER'S NAME: (as shown on Deed) Betty Lou Franklin as Trustee of the Franklin Family Revocab

OWNER'S ADDRESS: 333 SE 18th Ave

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18 WATER MAIN	6"	4.0	LF	\$18.50	\$74.00
ASSORTED FITTINGS	6"	1.0	EA	\$1,250.00	\$1,250.00
GATE VALVE	6"	1.0	EA	\$1,050.00	\$1,050.00
HDPE SDR-11	10"	138.0	LF	\$60.00	\$8,280.00
GATE VALVE	10"	1.0	EA	\$1,575.00	\$1,575.00
ASSORTED FITTINGS	10"	3.0	EA	\$450.00	\$1,350.00
PVC C-900 DR-18	10"	10.0	LF	\$26.50	\$265.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$3,550.00	\$3,550.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	1.0	LS	\$2,750.00	\$2,750.00
TOTAL					\$20,144.00

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

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

CERTIFYING:

X Michael Sappah
(Signature of Certifying Agent)

Michael Sappah - President
(Name & Title of Certifying Agent)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 14 th day of December, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

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) →

03442400000310000

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 20060915

EASEMENT:

BETTY LOU FRANKLIN, TR OF FRANKLIN FAMILY REV TRUST

Last

First

MI

Corporate Name (if applicable)

333 SE 18TH AVE

CAPE CORAL

FL

33990

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

S. IVAN VELEZ PE

ACTING 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

8 / 15 / 2006

Month

Day

Year

\$ 000,000.00

(Round to the nearest dollar.)

00

Property
Located In

Lee

6. Type of Document

Contract/Agreement
for Deed

Other

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

YES / NO

Warranty
Deed

Quit Claim
Deed

(Round to the nearest dollar.)

\$ 000,000.00

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

\$ 000,000.00

Cents

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 7/20/06

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
This copy to Property Appraiser	
O. R. Book	<input type="text"/>
and	
Page Number	<input type="text"/>
and	
File Number	<input type="text"/>
Date Recorded	<input type="text"/>
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.

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

03442400000310000

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 20060915

EASEMENT:

BETTY LOU FRANKLIN, TR OF FRANKLIN FAMILY REV TRUST

Last Mailing Address
 333 SE 18TH AVE

First MI City State
 CAPE CORAL FL

Corporate Name (if applicable)
 33990

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.
 S. IVAN VELEZ PE ACTING UTIL DIR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address
 P. O. BOX 398

First MI City State
 FT. MYERS FL

Corporate Name (if applicable)
 33902 (239) 4798181

5. Date of Sale/Transfer

8 15 2006 \$
 Month Day Year (Round to the nearest dollar.)

Sale/Transfer Price

. 00 Property Located In 46 County Code

6. Type of Document

Contract/Agreement for Deed

Other

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

YES NO

Warranty Deed
 Quit Claim Deed

(Round to the nearest dollar.) \$

. 00

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

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

YES NO

9. Was the sale/transfer financed? YES NO

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

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

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

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

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

[Signature]

Date 7/20/06

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
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

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullette

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20060915-UTL

**PROJECT NAME: MICKY FRANKLIN'S
WHOLESALE TIRES & WHEELS**

**EASEMENT NAME: BETTY LOU FRANKLIN, AS
TRUSTEE OF THE FRANKLIN
FAMILY REVOCABLE TRUST**

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

Strap Number(s):

03-44-24-00-00031.0000

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 "**BETTY LOU FRANKLIN, AS TRUSTEE OF THE FRANKLIN FAMILY REVOCABLE TRUST DATED 3-31-97**", 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 20060915-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.

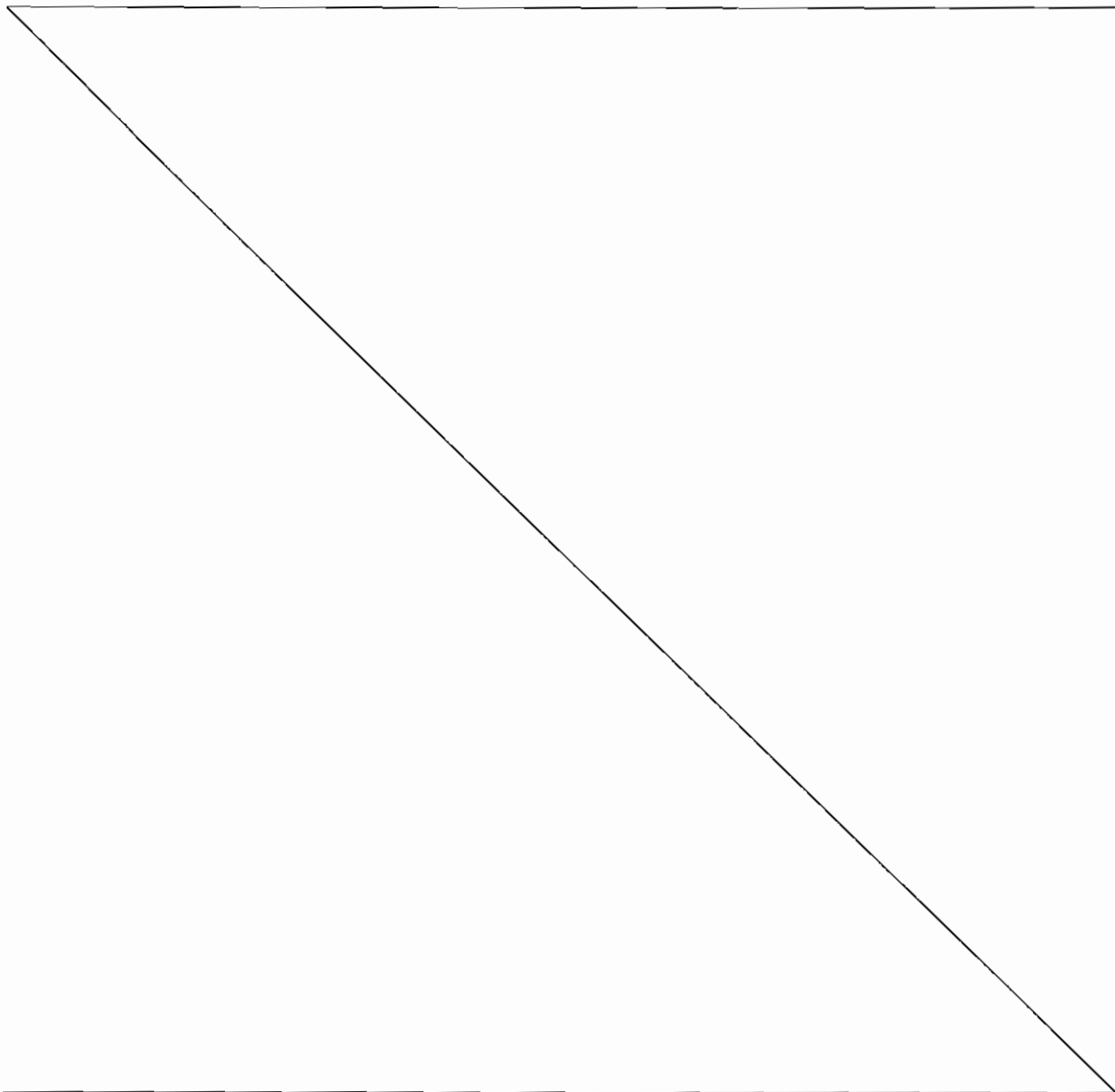
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[1st Witness' Signature]

NICK PIETRO

[Type or Print Name]

[Handwritten Signature]

[2nd Witness' Signature]

ANTHONY M FRANKLIN

[Type or Print Name]

BY: *[Handwritten Signature]*

[Signature Grantor's/Owner's]

Betty Lou Franklin

[Type or Print Name]

Trustee of the Franklin Family Revocable Trust

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 16th day of DECEMBER 2005 by Betty Lou Franklin who produced the following as identification DRIVERS LICENSE or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]

[Signature of Notary]

JULIE ALLISON

[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
Scott S. Covert, Esquire

LEE COUNTY UTILITY EASEMENT

DESCRIPTION:

PARCEL OF LAND IN SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3; THENCE N.89°56'13"W. ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 473.84 FEET; THENCE N.02°54'05"W. FOR A DISTANCE OF 47.14 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PONDELLA ROAD (C.R. 78A) AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.02°54'05"W. A DISTANCE OF 10.00 FEET; THENCE N.87°05'55"E. A DISTANCE OF 17.78 FEET; THENCE S.02°54'05"E. FOR A DISTANCE OF 10.00 FEET TO A NON-RADIAL INTERSECTION WITH THE SAID NORTHERLY RIGHT-OF-WAY LINE OF PONDELLA ROAD BEING A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 8064.50 FEET, A CENTRAL ANGLE OF 00°01'12", AND WHOSE CHORD BEARS S.86°55'44"W FOR A DISTANCE OF 2.81 FEET. ARC LENGTH ALSO BEING 2.81 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 7935.00 FEET, A CENTRAL ANGLE OF 00°06'29", AND WHOSE CHORD BEARS S.87°07'50"W. FOR A DISTANCE OF 14.97 FEET, ARC LENGTH ALSO BEING 14.97 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION.

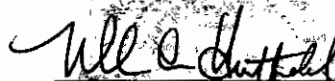
SURVEYOR'S NOTES:

1. THE DESCRIPTION SHOWN HEREON IS NEW.
2. ORIENTATION BASED ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°56'13"W.
3. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS OFFICE.
4. DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR ABSTRACT.
5. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, AND BOTH SHEETS ARE INCLUDED, THIS MAP IS NOT VALID.
6. THIS IS NOT A SURVEY.

DESCRIPTION DRAWING

EASEMENT IN SECTION 3,
TOWNSHIP 44 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
FOR MICKY FRANKLIN'S TIRES

PREPARED BY:



MARK A. HATFIELD P.S.M.
FLORIDA REGISTRATION NO. 4155
DATE SIGNED: 12-16-05



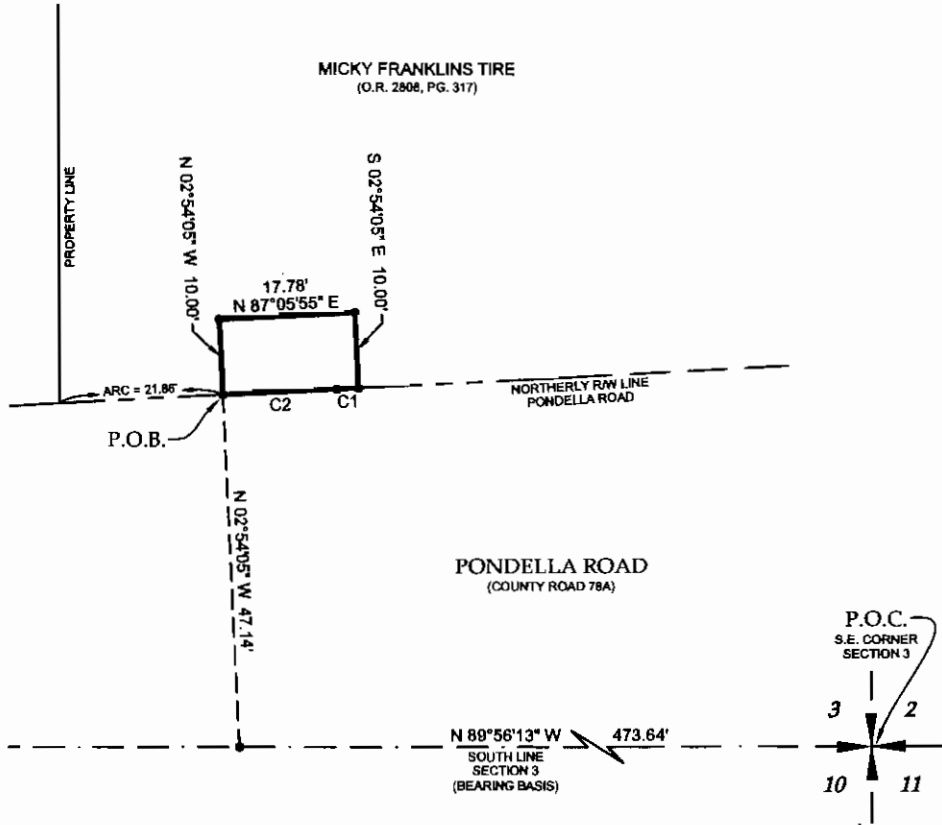
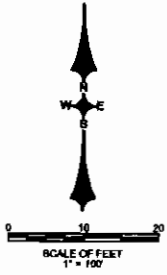
MORRIS - DEPEW ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS * MAPPERS

2216 Altamont Avenue * Fort Myers, Florida 33901 * (239) 337-3983 * (FAX) 337-3994

CERTIFICATE OF AUTHORIZATION NO. LB6891

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



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	2.81'	8064.50'	00°01'12"	2.81'	N 88°55'44" E
C2	14.97'	7935.50'	00°06'29"	14.97'	N 87°07'50" E

LEGEND

- PG. = PAGE
- PGS. = PAGES
- RNG. = RANGE
- SEC. = SECTION
- P.B. = PLAT BOOK
- TWP. = TOWNSHIP
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORDS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

DESCRIPTION DRAWING

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