

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

Blue Sheet No. 20060931-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of two (2) Utility Easements, as a donation of one (1) 10" diameter fire line and one (1) 2" diameter water service serving *Beasley Broadcasting*, to provide potable water service and fire protection to this existing commercial building. This is a Developer Contributed asset project located on the south side of Estero Parkway approximately 700' east of U.S. 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

C10C

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

9. Background:

Fire lines and single water services 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.
 100% of the connection fees have been paid.
 Sanitary sewer service is provided by an on-site septic system.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 28 TOWNSHIP 46 S RANGE 25 E DISTRICT # 5 COMMISSIONER ALBION

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> S. Lavender Date: <u>7/21/06</u>	N/A	N/A	T.O. T. Osterhout Date: <u>7/20</u>	<u>[Signature]</u> S. Covert Date: <u>7/20/06</u>	<u>[Signature]</u> 7/25/06	<u>[Signature]</u> 7/25/06	<u>[Signature]</u> 7/15/06	<u>[Signature]</u> 7/26/06	<u>[Signature]</u> S. Lavender Date: <u>7/21-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>[Signature]</u>
<u>7/25/06 10:50 AM</u>
COUNTY ADMIN FORWARDED TO: <u>[Signature]</u>
<u>7/26/06</u> <u>[Signature]</u>

Rec. by CoAtty
Date: <u>7/24/06</u>
Time: <u>3:55pm</u>
Forwarded To: COUNTY ADMIN <u>7/25/06 7:55am</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "GEORGE G. BEASLEY", owner of record, to make a contribution to Lee County Utilities of water facilities (ONE TEN INCH DIAMETER FIRE LINE, ONE TWO INCH DIAMETER WATER SERVICE), serving "BEASLEY BROADCASTING"; 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 \$60,331.29 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 20060931-UTL

COPY

LETTER OF COMPLETION

DATE: 06/21/06

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

Gentlemen:

This is to certify that the **water main extension and water service(s) and fire line up to and including 1st OS + Y valve(s)** located at Beasley Broadcasting
(Name of Development/Project)

were designed by me and have 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:

Pressure Test(s) - Water Main

Very truly yours,

Spectrum Engineering, Inc.
(Owner or Name of Corporation/Firm)



(Signature)

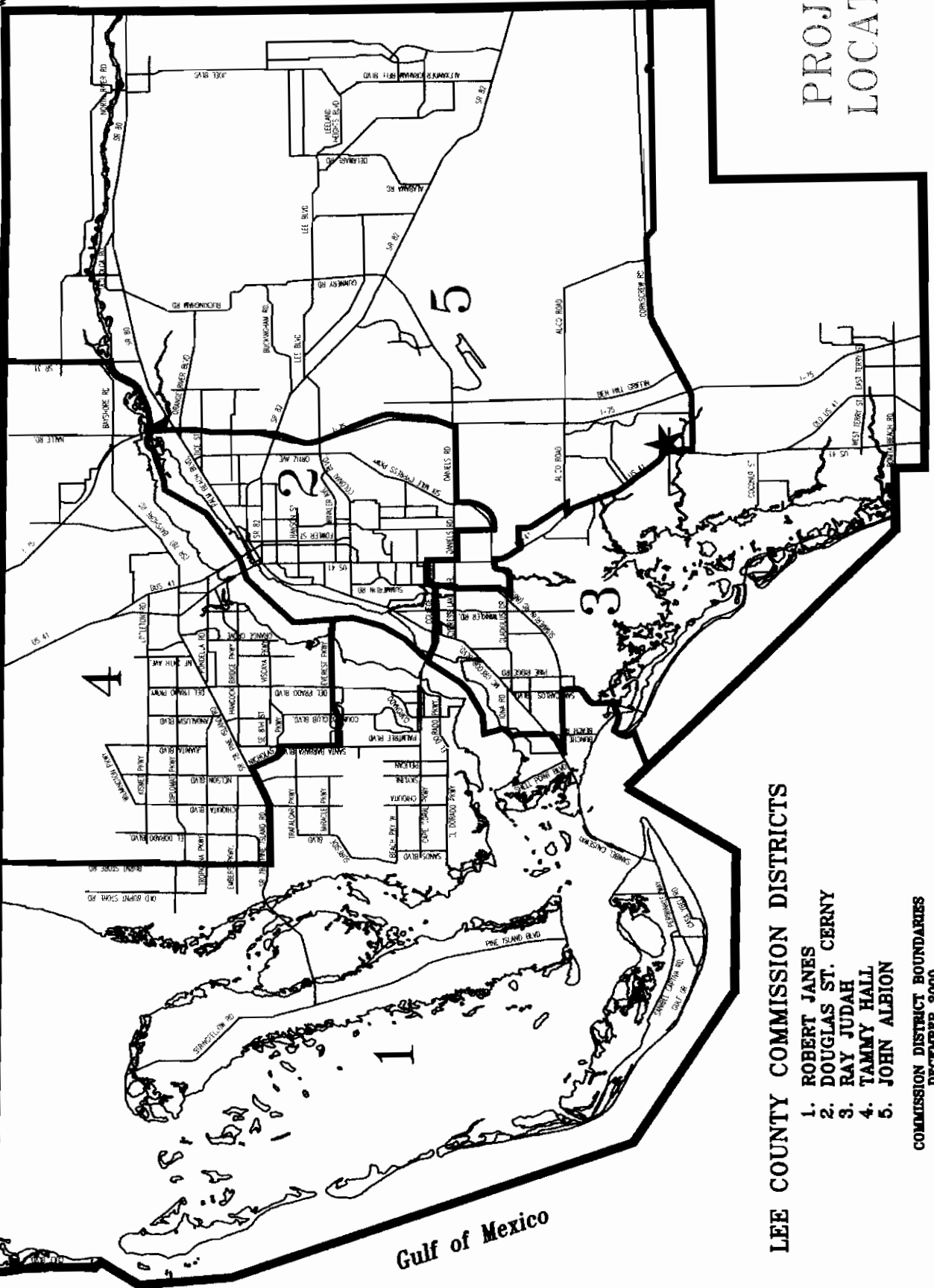
R. J. Ward, P.E. President
(Name and Title)

(Seal of Engineering Firm)

COPY



BEASLEY BROADCASTING
28-46-25-00-00001.004A
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 systems of Beasley Broadcasting 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.

Haleakala Construction, Inc.
(Contractor/Company Name)
Brenda K. Merchant, Authorized Agent
(Authorized/Representative, Title)
BY: [Signature]
(Signature)

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 20 th day of June, 2006 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Linda Mahon
Printed Name of Notary Public



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc

(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 SIXTY THOUSAND THREEHUNDRED THIRYONE DOLLARS AND TWENTYNINE CENTS(\$60,331.29) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to EHC on the job of BEASLY BROADCASTING to the following described property:

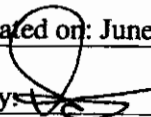
BEASLEY BROADCASTING
(Name of Development/Project)

water distribution system
(Facilities Constructed)

20125 S TAMAMI TRAIL
(Location)

2846250000001004A
(Strap # or Section, Township & Range)

Dated on: June 20, 2006


(Signature of Authorized Representative)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

By: BRENDA K. MERCHANT
(Print Name of Authorized Representative)

5758 TAYLOR ROAD
(Address of Firm or Corporation)

Title: AUTHORIZED AGENT

NAPLES, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)598-1968 Ext.

Fax#: (239)598-9418

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 23 rd day of June, 2006 by BRENDA K. MERCHANT who is personally known to me - _____, and who did not take an oath.



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


(Notary Public Signature)

(Notary Seal & Commission Number)

LINDA MAHON
(Printed Name of Notary Public)

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 *Brenda K. Merchant*
(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT
(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC
(Name of Firm or Corporation)

5758 TAYLOR ROAD
(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 20th day of June, 2006 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

Linda Mahon
Notary Public Signature

LINDA MAHON
Printed Name of Notary Public

DD177119
Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(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) →

2846250000001004E

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 20060931

EASEMENT:

ESTERO RIDGE LLC

Last First MI Corporate Name (if applicable)

11983 N TAMiami TRl-#100 NAPLES FL 34110

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

\$ 000,000.00

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:

YES / NO

(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:

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

\$ 000,000.00

12. Amount of Documentary Stamp Tax →

\$ 70.00

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 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

2846250000001004B

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 20060931 EASEMENT:

ESTERO RIDGE LLC

Last First MI Corporate Name (if applicable)
 11983 N TAMiami TRl-#100 NAPLES FL 34110

Mailing Address City State Zip Code Phone No.
 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 \$

Sale/Transfer Price

. 00 Property Located In 46 County Code

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
 for Deed

Other

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

YES NO

Warranty
 Deed

Quit Claim
 Deed

(Round to the nearest dollar.) \$

. 00

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

YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

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

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

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 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. 20060931-UTL

PROJECT NAME: BEASLEY BROADCASTING

EASEMENT NAME: ESTERO RIDGE, LLC

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

Strap Number(s):

28-46-25-00-00001.004B

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 “**ESTERO RIDGE, LLC**”, 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 20060931-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.

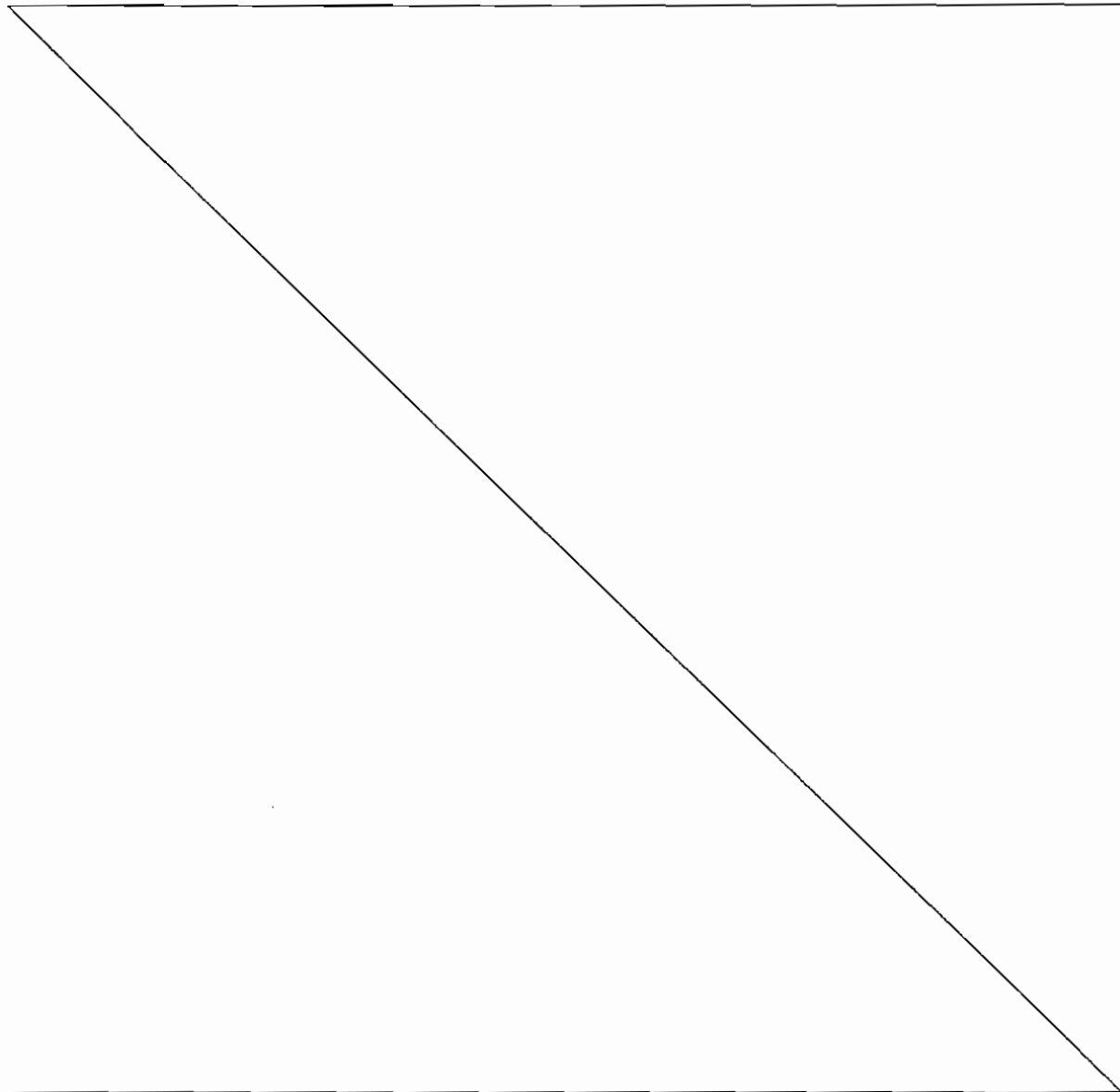
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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



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

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

Cherry Tidwell
[1st Witness Signature]

Cherry Tidwell
[Type or Print Name]

[2nd Witness' Signature]

[Type or Print Name]

BY: [Signature]

[Signature Grantor's/Owner's]

Steven T. Hovland

[Type or Print Name]

Managing Member

[Title]

STATE OF FLORIDA
COUNTY OF Collier


The foregoing instrument was signed and acknowledged before me this 3rd day of Feb 2006 by Steven T. Hovland who produced the following as identification _____ or is personally know to me, _____ and who did/did not take an oath.

[stamp or seal]

[Signature]

[Signature of Notary]

[Typed or Printed Name]

 Diane B Miller
My Commission DD195003
Expires Jun 2, 2007

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. Coover, Esquire



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmooffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

EXHIBIT "A" 1 of 2

LEGAL DESCRIPTION BEASLEY UTILITY EASEMENT

A parcel of land in Section 28, Township 46 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of the northwest quarter of Section 28, Township 46 South, Range 25 East, thence N.89°10'22"W. along the north line of the northeast quarter of the northwest quarter of said Section 28 for 871.88 feet to the point of beginning of the herein described parcel of land: thence continue N.89°10'22"W. along said north line for 1.92 feet to an intersection with the arc of a circular curve concave to the southeast at a point bearing N.23°51'37"W. from the radius point of said curve, being a point on the southeasterly right of way line of Estero Parkway (formerly Koreshan Boulevard); thence southwesterly along the arc of said curve, having for its elements a radius of 907.18 feet and a central angle of 01°42'52", for 27.15 feet; thence S.59°21'36"E. for 57.32 feet to an intersection with the northeasterly line of that certain parcel of land described in Official Record Book 4676 at Page 4399 of the Public Records of Lee County, Florida; thence N29°17'28"W. along said northeasterly line for 46.17 feet to the point of beginning. Said parcel of land contains 680.5 square feet more or less.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate Of Authorization Number LB0004919

 Date: 11-21-05

James R. Coleman (For The Firm)
Registered Land Surveyor
Florida Certificate Number 3205

PRINCIPALS.

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

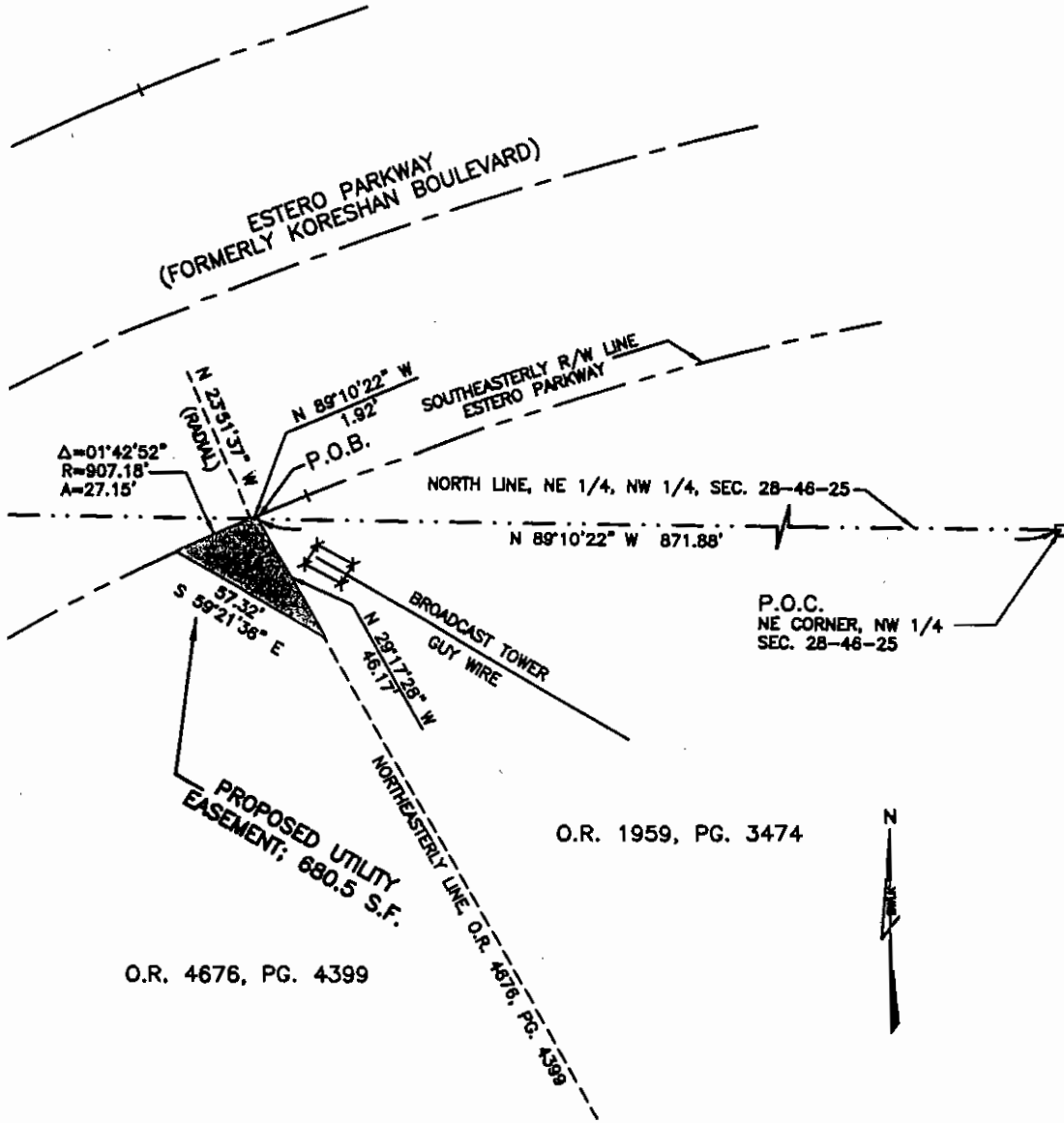


ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 OF
 A PARCEL OF LAND IN
 SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

EXHIBIT "A" 2 of 2



COPY

SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST BEARING N.89°10'22" W.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

DATE: 11-21-05
 JAMES R. COLEMAN (FOR THE FIRM)
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

BEASLEY UTILITY EASEMENT

Bean, Whitaker, Lutz & Kareh, Inc. (23 4812)					
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
1204-1 MIDWINTER BOULEVARD, FORT MYERS, FLORIDA 33902-0910 (239) 481-1331					
SK37784-Easement.dwg					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (9-4-0)
11-21-05	37784	J.R.C.	1" = 50'	1 OF 1	28-46-25



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

2846250000001004A

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 20060931 EASEMENT:

GEORGE G. BEASLEY

Last First MI Corporate Name (if applicable)
 C/O 3033 RIVIERA DR-#200 NAPLES FL 34103

Mailing Address City State Zip Code Phone No.
 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.
 Date of Sale/Transfer Sale/Transfer Price

8 15 2006 \$

. 0 0 Property Located In 46 County Code

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
 for Deed

Other

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

YES

NO

Warranty
 Deed

Quit Claim
 Deed

(Round to the nearest dollar.) \$

. 0 0

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

\$

. 0 0

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 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	<input type="text"/>	
and	<input type="text"/>	
Page Number	<input type="text"/>	
and	<input type="text"/>	
File Number	<input type="text"/>	
Date Recorded	<input type="text"/>	
	Month Day Year	

This copy to Department of Revenue

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. 20060931-UTL

PROJECT NAME: BEASLEY BROADCASTING

EASEMENT NAME: GEORGE G. BEASLEY

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

Strap Number(s):

28-46-25-00-00001.004A

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 "GEORGE G. BEASLEY", 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 20060931-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 remove and relocate 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 materially impair activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

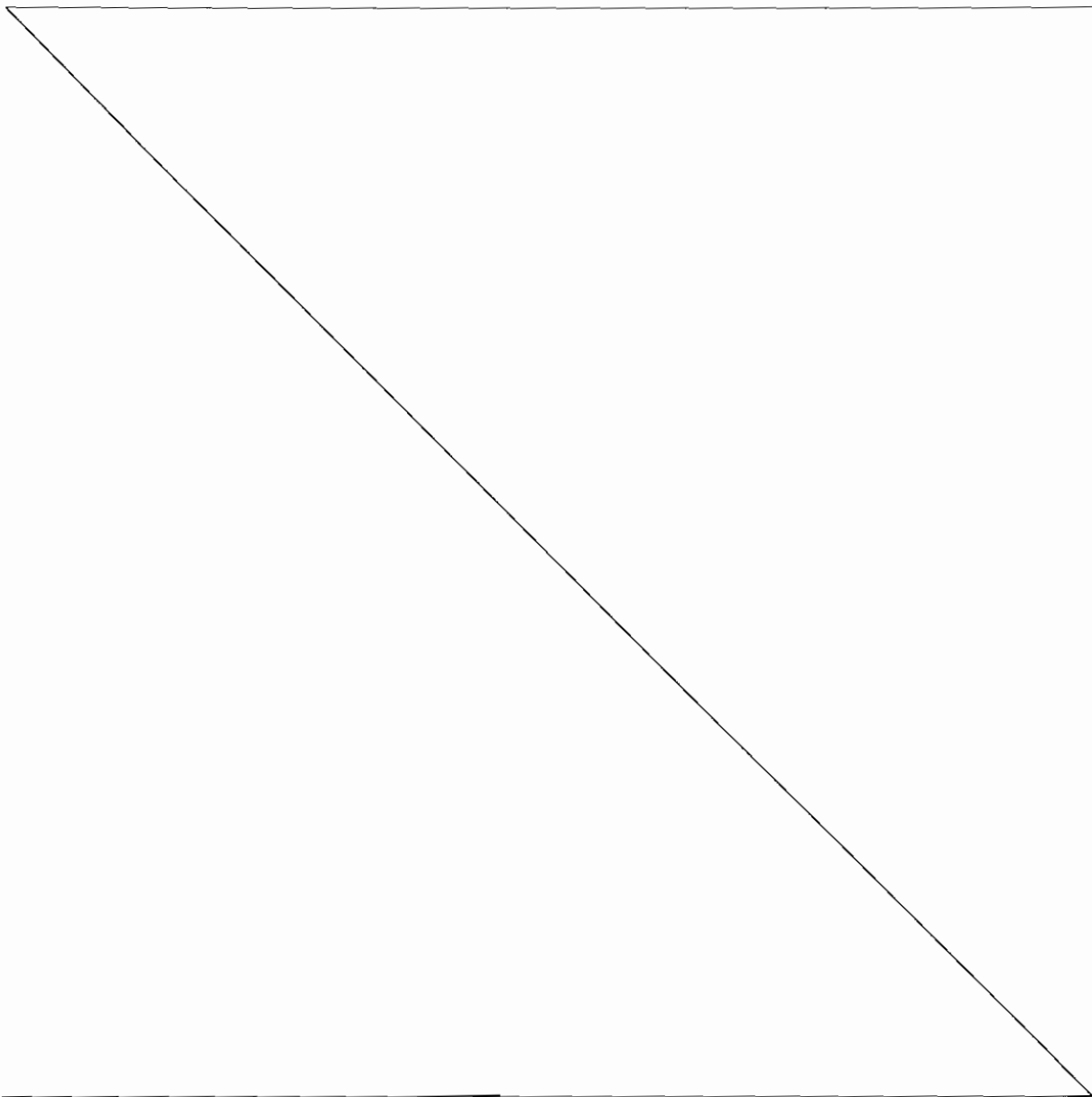
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Gail Spears
[1st Witness' Signature]

Gail SPEARS
[Type or Print Name]

Jeri Flowers
[2nd Witness' Signature]

JERRI FLOWERS
[Type or Print Name]

BY: George G. Beasley
[Signature Grantor's/Owner's]

GEORGE G. BEASLEY
[Type or Print Name]

OWNER
[Title]

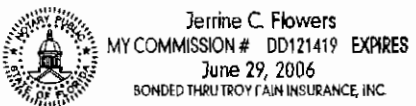
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was signed and acknowledged before me this 7th day of JUNE 2006 by GEORGE G. BEASLEY who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]

Jerrine C. Flowers
[Signature of Notary]

JERRINE C. FLOWERS
[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

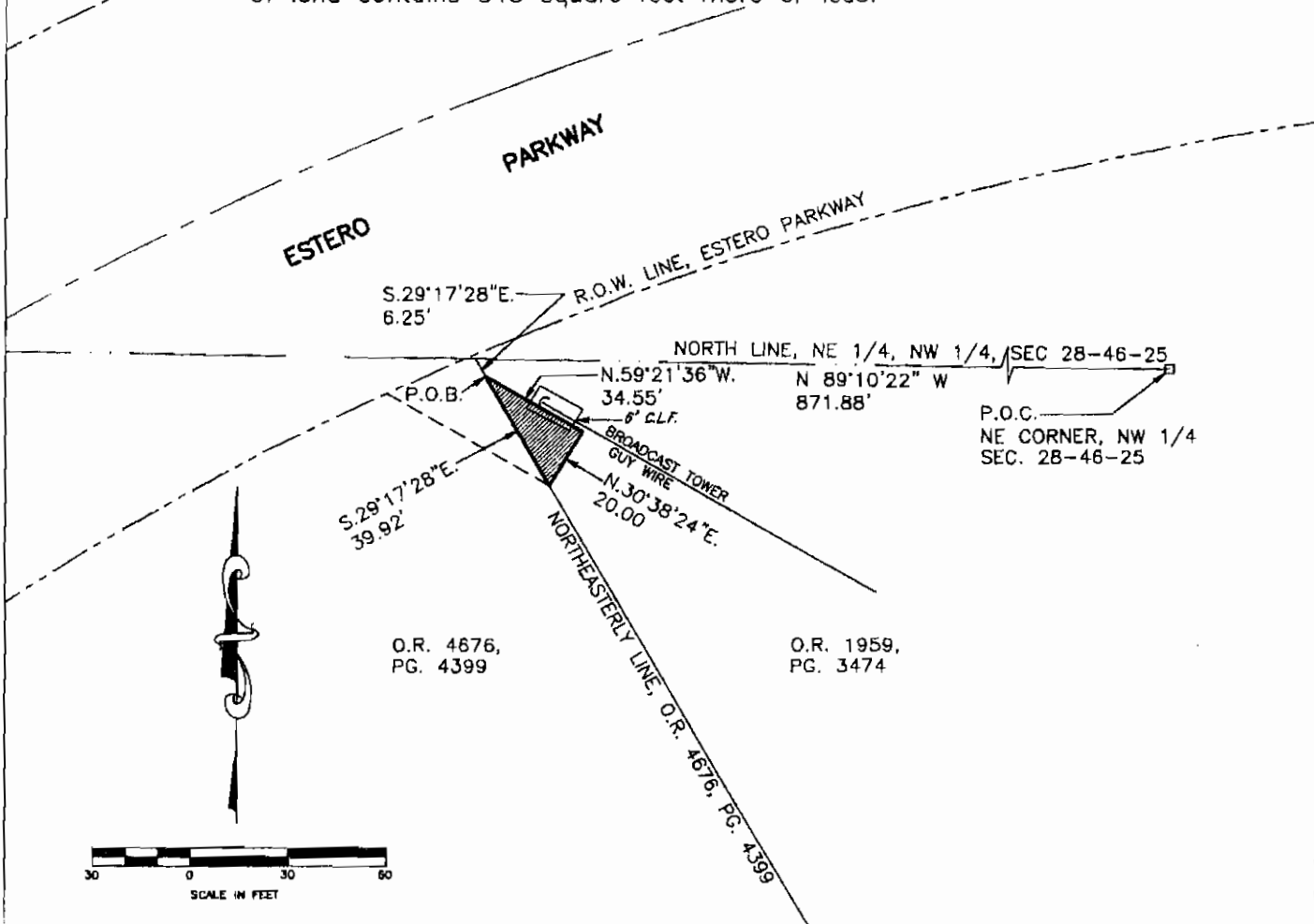
APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Covert, Esquire

EXHIBIT A

LEGAL DESCRIPTION
BEASLEY UTILITY EASEMENT

A parcel of land in Section 28, Township 46 South, Range 25 East, Lee County, Florida, more particularly described as follows:
Commence at the northeast corner of the northwest quarter of Section 28, Township 46 South, Range 25 East, thence N.89°10'22"W. along the north line of the northeast quarter of the northwest quarter of said Section 28 for 871.88 feet to an intersection with the northeasterly line of that certain parcel of land described in Official Record Book 4676 at Page 4399 of the Public Records of Lee County, Florida; thence S.29°17'28"E. along said northeasterly line for 6.25 feet to the point of beginning of the herein described parcel of land: thence continue S.29°17'28"E. along said northeasterly line for 39.92 feet; thence N.30°38'24"E. for 20.00 feet; thence N.59°21'36"W. for 34.55 feet to the point of beginning; Said parcel of land contains 345 square feet more or less.



PREPARED BY: **SPECTRUM ENGINEERING, INC.** EB4618
1342 COLONIAL BLVD. #31 FT MYERS, FL 33907

R. J. WARD PE #34934