

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

Blue Sheet No. 20061776-UTL

Developer Contributed Asset:

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of one 8" diameter master meter assembly, to provide water service and fire protection to *Orange Harbor Mobile Home and RV Park*, an existing mobile home and RV park. This is a Developer Contributed asset project located on the north side of State Road 80 approximately 1/2 mile east of Interstate 75.

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 – Utilities

CIOC

5. Meeting Date:

JAN 23 2007

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: Douglas L. Meurer 1-4-2007
 Douglas L. Meurer, P.E., Director

9. Background:

The Board granted permission to construct on 05-23-06, Blue Sheet #20060589.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system 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 Lee County Utilities via existing infrastructure located within the State Road 80 right-of-way.
 Funds are available for recording fees in account number OD5360748700.504930.
 SECTION 35 TOWNSHIP 43S RANGE 25E DISTRICT # 5 COMMISSIONER MANN

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>J. Lavender</u> Date: <u>1-4-07</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>1/4</u>	<u>S. Coovert</u> S. Coovert Date: <u>1/8/07</u>	<u>ekw</u> 1-9-07	<u>WPK</u> 1-9-07	<u>ky</u> 1/9/07	<u>JK</u> 1/9/07	<u>J. Lavender</u> Date: <u>1-4-07</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>1/8 3:00</u>
COUNTY ADMIN FORWARDED TO: <u>1/10/07 9:00</u>

Rec. by CoAtty
Date: <u>1/8/07</u>
Time: <u>11:45 AM</u>
Forwarded to: <u>Admin 1/10/07</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "Sun Bank of Lee County", owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter master meter assembly), serving "ORANGE HARBOR MOBILE HOME AND RV PARK"; 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 \$19,144.00 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 Brian Bigelow: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tamara Hall: _____ (4)
- Commissioner Frank Mann: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061776-UTL

COPY

LETTER OF COMPLETION

DATE: October 27, 2006

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

Gentlemen:

This is to certify that the connection and water system up to and including the meter assembly located at the Orange Harbor Mobile Home/RV Park at 5749 Palm Beach Blvd., Fort Myers, FL 33905 (Strap No. 35-43-25-00-00012.0010)

was designed by me and has been constructed in conformance with:

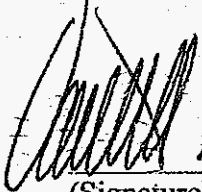
the revised plans attached and the approved specification.

Upon completion of the work, we observed the following successful tests of the facilities:

Bacteriological test and pressure test of water main.

Very truly yours,

Q. Grady Minor & Associates, P.A.



10/28/06

(Signature) PE 41671

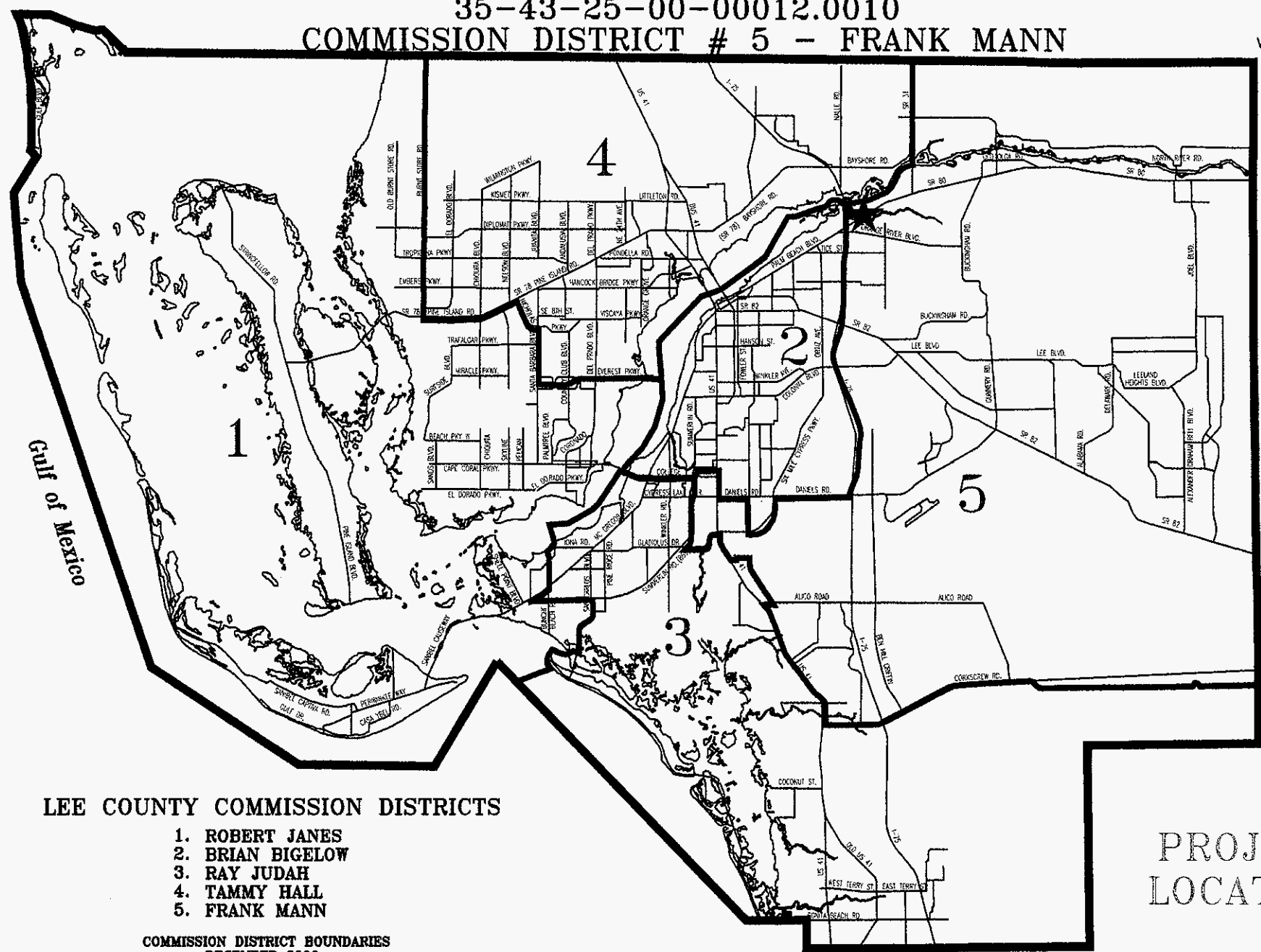
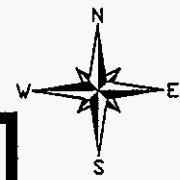
David W. Schmitt, P.E.
Vice President

(Seal of Engineering Firm)

 LEE COUNTY
SOUTHWEST FLORIDA
(Forms - Letter of Completion - Revised 2004)

http://www.lee-county.com/utilities/uploads/Forms/Letter_of_Completion__form.doc

ORANGE HARBOR MOBILE HOME AND RV PARK
 35-43-25-00-00012.0010
 COMMISSION DISTRICT # 5 - FRANK MANN



COPY

LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. BRIAN BIGELOW
3. RAY JUDAH
4. TAMMY HALL
5. FRANK MANN

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

PROJECT
 LOCATION

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Orange Harbor Mobile Home & RV Park 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.

Strickler Bros., Inc.

(Contractor/Company Name)

Steve Strickler Pres.

(Authorized Representative, Title)

BY: Steve Strickler

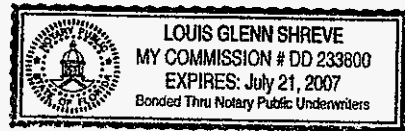
(Signature)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30th day of October, 2006 by Steve Strickler who is personally known to me - Louis, and who did not take an oath. Shreve

Louis Glenn Shreve
Notary Public Signature

Louis Glenn Shreve
Printed Name of Notary Public



(Notary Seal & Commission Number)

COPY

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of nineteen thousand, one hundred and forty-four(\$19,144.00) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Orange Harbor Mobile Home/ RV Park on the job of Orange Harbor Mobile Home/RV Park Water System Connection to Lee Co to the following described property:

Orange Harbor Mobile Home/ RV Park s

(Name of Development/Project)

S.R. 80, Fort Myers (Location)

Water Distribution System

(Facilities Constructed)

35-43-25-00-00012.0010 (Strap # or Section, Township & Range)

Dated on: October 12, 2006

By: [Signature] (Signature of Authorized Representative)

By: Steve Strickler (Print Name of Authorized Representative)

Title: President

Phone #: (239)267-2050 Ext.

Strickler Bros. Inc. (Name of Firm or Corporation)

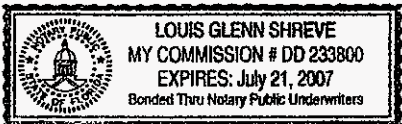
4176 Canal Street (Address of Firm or Corporation)

Fort Myers, Fl 33916- (City, State & Zip Of Firm Or Corporation)

Fax#: (239)267-5840

STATE OF FL)) SS: COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 12th day of Oct, 2006 by Steve Strickler who is personally known to me -- , and who did not take an oath.



(Notary Seal & Commission Number)

[Signature] (Notary Public Signature)

Louis Glenn Shreve (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 Steve Strickler
(Signature of Certifying Agent)

Steve Strickler / Pres
(Name & Title of Certifying Agent)

Strickler Bros Inc
(Name of Firm or Corporation)

4176 Canal St
(Address of Firm or Corporation)

Ft Myers, FL 33916

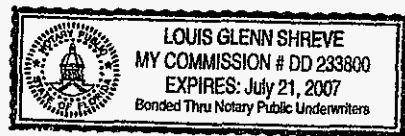
STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30th day of oct, 2006 by Steve Strickler who has produced the following as identification - _____, and who did not take an oath.

Louis Glenn Shreve
Notary Public Signature

Louis Glenn Shreve
Printed Name of Notary Public

DD 233800
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

Enter numbers as shown below. If typing, enter numbers as shown below.

1. Parcel Identification Number **0 1 2 3 4 5 6 7 8 9 0123456789**
 (If Parcel ID not available please call County Property Appraiser's Office) → **35432500000120010**

2. Mark (x) all that apply
 Multi-parcel transaction? →
 Transaction is a split or cutout from another parcel? →
 Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **EASEMENT: BS 20061776** **SUN BANK OF LEE COUNTY NA AS TRUSTEE UNDER TRUST AGREEMENT DATED 10-26-90**

Last First MI Corporate Name (if applicable)
P. O. BOX 1689 ORLANDO FL 32801

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: 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 **2007** \$ **\$10** . **00** Property Located In **46** County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **00**

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: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **.00**

12. Amount of Documentary Stamp Tax \$ **0.70**

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

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated 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 **1/4/07**

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 Gulledge

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061776-UTL

**PROJECT NAME: ORANGE HARBOR MOBILE
HOME AND RV PARK**

**EASEMENT NAME: SUN BANK OF LEE COUNTY NA
AS TRUSTEE UNDER TRUST
AGREEMENT DATED 10-26-90**

TYPING BY: *Sue Gulledge*

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

Strap Number(s):
35-43-25-00-00012.0010

LCU 500283

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 2007, by and between SunTrust Bank, successor by merger to Sun Bank of Lee County, N.A., as Trustee under Trust Agreement dated October 26, 1990 and deed recorded in O. R. Book 2185, Page 3113, Public Records of Lee County, Florida, Owner, whose post office address is PO Box 1689 Orlando FL 32801 hereinafter referred to as GRANTOR(S), and Lee County, a political subdivision of the State of Florida, whose post office address is 398, FT. MYERS, FL, 33901 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 that certain .006 acre parcel described on Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

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

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

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property on 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, claiming by, through or under GRANTEE.

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

BS 20061776-UTL

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 on 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.

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

SunTrust Bank, as Trustee

William H. Haigh
Signature of Witness

By Connie Wheatley
Print Name Connie Wheatley
Title Vice President

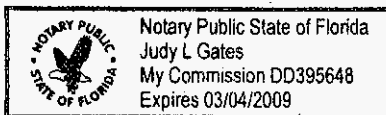
Cynthia A. Oliveira
Signature of Witness
CYNTHIA A. OLIVEIRA
Print Name of Witness

STATE OF FLORIDA
COUNTY OF ~~DEE~~ Orange

The foregoing instrument was acknowledged before me this 15 day of December, 2006 by Connie Wheatley, as Vice President of SunTrust Bank, a Georgia corporation, as Trustee aforesaid, on behalf of the corporation. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Judy L. Gates
Signature of Notary Public
Judy L. Gates
Print Name of Notary Public
I am a Notary Public of the State of Florida and my
commission expires on 03/04/09



Approved and accepted for and on behalf of Lee County, Florida this _____ day of

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

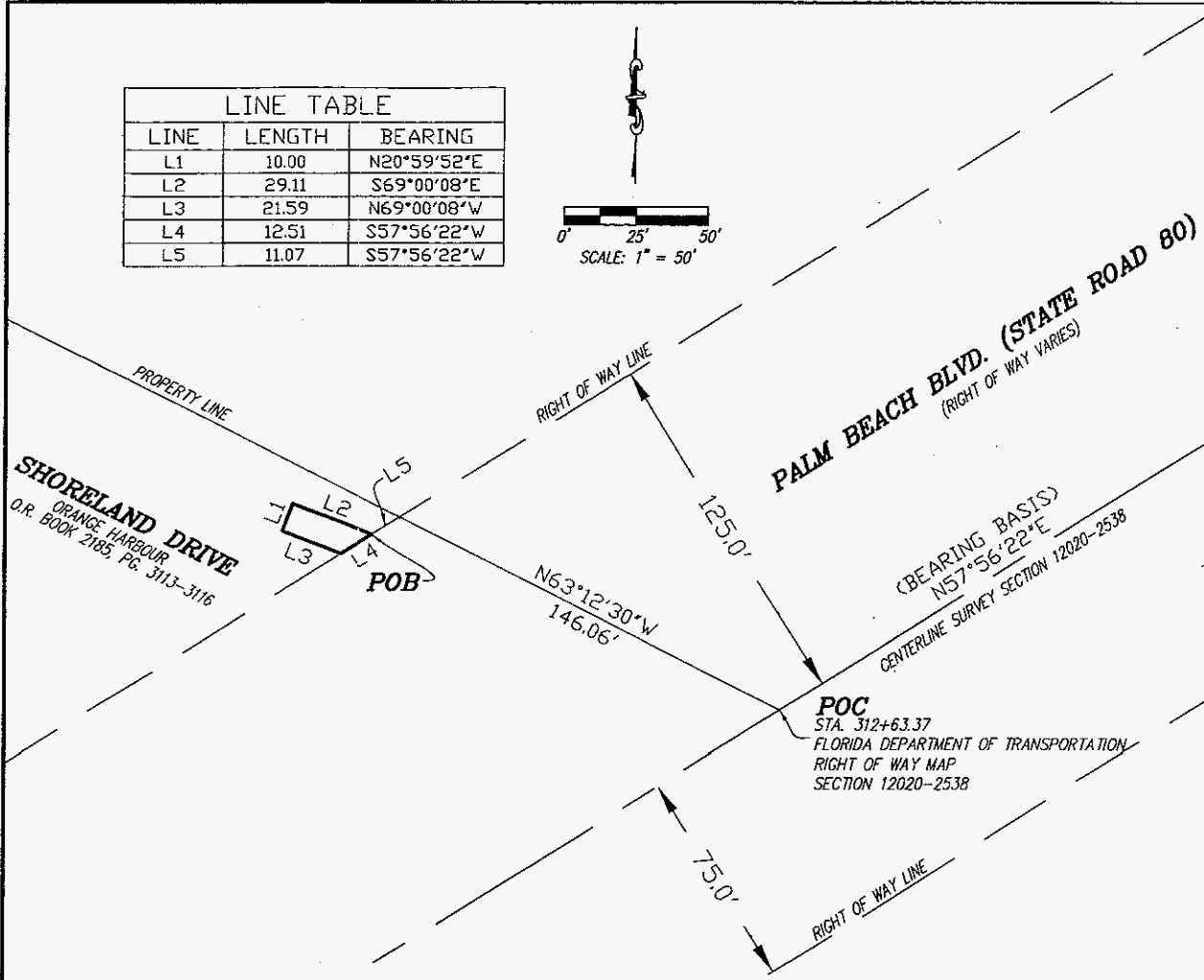
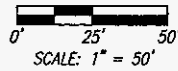
BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

JLR/g/732770_1.doc

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N20°59'52"E
L2	29.11	S69°00'08"E
L3	21.59	N69°00'08"W
L4	12.51	S57°56'22"W
L5	11.07	S57°56'22"W



PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT ON THE CENTERLINE OF SURVEY AS DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 12020-2538, PALM BEACH BLVD. (STATE ROAD 80), BEING STATION 312+63.37; ALSO BEING A POINT ON THE PROLONGATION OF THE NORTH LINE OF LANDS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 2185, PAGE 3113 THRU 3116 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 63°12'30" WEST, ALONG SAID PROLONGATION OF THE NORTH LINE, FOR A DISTANCE OF 146.06 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID PALM BEACH BLVD., AND SAID LANDS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 2185, PAGE 3113 THRU 3116 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN SOUTH 57°56'22" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 11.07 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 57°56'22" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 12.51 FEET; THENCE RUN NORTH 69°00'08" WEST FOR A DISTANCE OF 21.59 FEET; THENCE RUN NORTH 20°59'52" EAST FOR A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 69°00'08" EAST FOR A DISTANCE OF 29.11 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE, SAID POINT BEING THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.006 ACRE, MORE OR LESS.

NOTES

BEARINGS REFER TO THE CENTERLINE SURVEY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 12020-2538, AS BEING S. 57°56'22" W.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: *[Signature]*
 SEP 20 2006
 STEPHEN V. BURGESS

P.S.M. #6408
 STATE OF FLORIDA

SHEET: 1 OF 1
DRAWN: RKP
JOB CODE: DWS151
SCALE: 1" = 50'

Q. GRADY MINOR AND ASSOCIATES, P.A.
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
 3800 VIA DEL REY
 BONITA SPRINGS, FLORIDA 34134
 PHONE : (239) 947-1144 FAX : (239) 947-0375
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT
ORANGE HARBOR WATER SYSTEM
 SECTION 35, TOWNSHIP 43 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA
 DATE: SEPTEMBER, 2006 DRAWING: E-681-1

• NOT A SURVEY •

COPY

**SUNTRUST BANK
PRIVATE CLIENT SERVICES
CERTIFICATE OF AUTHORITY**

I, **Jeffrey K. Bay**, in my official capacity, hereby certify that I am an officer, namely, **Group Vice President**, of SunTrust Bank, Orlando, Florida, a state bank duly organized and existing under the laws of the State of Georgia; that at a meeting of the Board of Directors, the following resolution was duly and regularly adopted, and is still in full force and effect, and appears as follow in the minutes of the meeting:

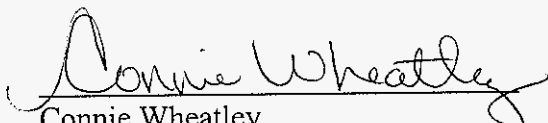
“RESOLVED, that all agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed or accepted in behalf of the Company by the Chairperson, the Vice Chairperson, President, Executive Vice President, Group President, Senior Vice President, First Vice President, Vice President, Cashier, Assistant Vice President, Trust Officer, Corporate Trust Officer or Trust Real Estate Officer, and that all prior actions of such officers in executing or accepting documents are hereby ratified and approved.”

“BE IT FURTHER RESOLVED, that the Chairperson, Vice Chairperson, and Executive Vice President, Group President, Senior Vice President, First Vice President, Vice President, Assistant Vice President, the Cashier, Assistant Cashier, Trust Officer, Corporate Trust Officer, Trust Real Estate Officer, or Trust Administrator shall have the authority to affix the corporate seal of the Company and to attest the same.”

I FURTHER CERTIFY that the following resolution is not contrary to any provision in the charter of by-laws of this Company, that **Connie Wheatley**, now is an **Vice President** of this Company, and that I have been duly authorized to make this certification on behalf of this Company.

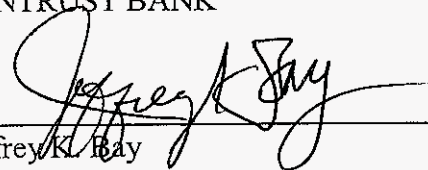
IN WITNESS WHEREOF, I hereunto set my hand on this 22nd day of December, 2006.

Specimen Signature



Connie Wheatley
Vice President

SUNTRUST BANK



Jeffrey K. Bay
Vice President

WILLIAMSPARKER
HARRISON DIETZ & GETZEN

ATTORNEYS AT LAW
200 SOUTH ORANGE AVENUE
SARASOTA, FLORIDA 34236
T: (941) 329-6604
F: (941) 366-3906
jritchey@williamsparker.com

December 12, 2006

Lee County
1500 Monroe Street
3rd Floor
Ft. Myers, Florida 33901

Re: Water Main Extension

Gentlemen:

We have examined the title to the following described property in Lee County, Florida:

That certain .006 acre parcel more or less lying in Section 35, Township 43 South, Range 25 East, Lee County, Florida more particularly described on a sketch and legal description prepared by Q. Grady Minor and Associates, P.A. dated September 2006, copy of which is attached hereto as Exhibit A

as shown by Lawyers Title Guaranty Fund Owner's Title Policy Number OG697399 effective November 18, 1975 and Attorneys' Title Information Display System computerized search from the date of said policy through November 21, 2006 at 11:00 P.M. We have solely used and relied upon the aforesaid information.

From this examination, we find that on the date last mentioned SunTrust Bank, successor by merger to Sun Bank of Lee County, N.A., as Trustee under Trust Agreement dated October 26, 1990 and deed recorded in O. R. Book 2185, Page 3113, Public Records of Lee County, Florida, is the owner of a good, marketable fee simple title to said property free and clear of any liens or encumbrances of record, except:

1. Standard Exception:
 - (a) ad valorem taxes for the year 2007.
 - (b) all laws, ordinances and other applicable governmental regulations.
 - (c) Rights of persons in possession, if any, other than the present owner.
 - (d) Such encroachments, overlaps or other matters as an accurate survey might show.
2. Reservation of a ½ undivided interest in oil, gas and minerals contained in Deed Book 217, Page 560, and in Deed Book 228, Page 214, Public Records of Lee County, Florida.

Sincerely,


James L. Ritchey, Esq.
For the Firm

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