

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20041574-UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve final acceptance, by Resolution, and recording of one (1) Utility Easement as a donation of a fire hydrant and one (1) 4" diameter fire line serving *Crestwell Higher Learning School*. This is a Developer Contributed asset project located on the north side of Park Meadows Drive, approximately 600' west of S. Cleveland Avenue.

**WHY ACTION IS NECESSARY:**

To provide fire protection to the existing educational facility.

**WHAT ACTION ACCOMPLISHES:**

Places the fire hydrant and fire line into operation and complies with the Lee County Utilities Operations Manual.

**2. DEPARTMENTAL CATEGORY:** 10  
**COMMISSION DISTRICT #:** 2

*CIOE*

**3. MEETING DATE:**

*01-04-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE:**

- (Specify)*
- STATUTE \_\_\_\_\_
  - ORDINANCE \_\_\_\_\_
  - ADMIN. CODE \_\_\_\_\_
  - OTHER *Res., Easement*

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: *Lee County Public Works*
- C. DIVISION/SECTION: *Utilities Division*
- BY: *Rick Diaz, P.E., Utilities Director*
- DATE: *12/10/04*

**7. BACKGROUND:**

Fire hydrants and fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided. The installation has been inspected for conformance to the Lee County Utilities Operations manual. Satisfactory pressure and bacteriological testing has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided—copy attached. Project Location Map—copy attached. Warranty has been provided—copy attached. Waiver of Lien has been provided—copy attached. Certification of Contributed Assets has been provided—copy attached. Potable water service is provided by Lee County Utilities via existing infrastructure located within the Park Meadows Drive right-of-way. Sanitary sewer service is provided by a privately owned & maintained on-site septic system. Funds are available for Easement recording fees in Account # OD5360748700.504930.

SECTION 14 TOWNSHIP 45S RANGE 24E DISTRICT #2 COMMISSIONER ST. CERNY

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>12-17-04</i>	N/A Date:	N/A Date:	<i>n.o.</i> T. Osterhout Date: <i>12/10</i>	<i>S. Coovert</i> Date: <i>12/14/04</i>	<i>P.M.</i> <i>12/15/04</i>	<i>MS</i> <i>12/15/04</i>	<i>OS</i> <i>12/15/04</i>	<i>MS</i> <i>12/15/04</i>	<i>J. Lavender</i> Date: <i>12-13-04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: *12/14/04*  
 Time: *9:55*  
 Forwarded To:  
*Co. Adams*  
*12/14/04*

RECEIVED BY  
 COUNTY ADMIN: *MM*  
*12-14-04*  
*3:55*  
 COUNTY ADMIN  
 FORWARDED TO: *MM*  
*12/16/04*  
*NOON*

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

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

WHEREAS, it is the desire of "Crestwell Higher Learning School, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (**one fire hydrant and one 4" diameter fire line**) serving "**CRESTWELL HIGHER LEARNING SCHOOL**"; 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 **\$9,971.25** 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 Janes \_\_\_\_\_ (1)
- Commissioner St. Cerny: \_\_\_\_\_ (2)
- Commissioner Judah: \_\_\_\_\_ (3)
- Commissioner Hall: \_\_\_\_\_ (4)
- Commissioner Albion: \_\_\_\_\_ (5)

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**LETTER OF COMPLETION**

DATE: 10/18/2004

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

Gentlemen:

This is to certify that the **fire hydrant and fire line up to and including 1st OS and Y valve** located in

**Crestwell Higher Learning School**  
(Name of Development)

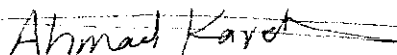
were designed by me and have been constructed in conformance with:  
**the revised plans, attached and the approved specifications**

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

**Pressure Test(s) - Water Main and Bacteriological Test**

Very truly yours,

Ahmad R. Kareh, P.E. / Bean, Whitaker, Lutz & Karch, Inc.  
(Owner or Name of Corporation)

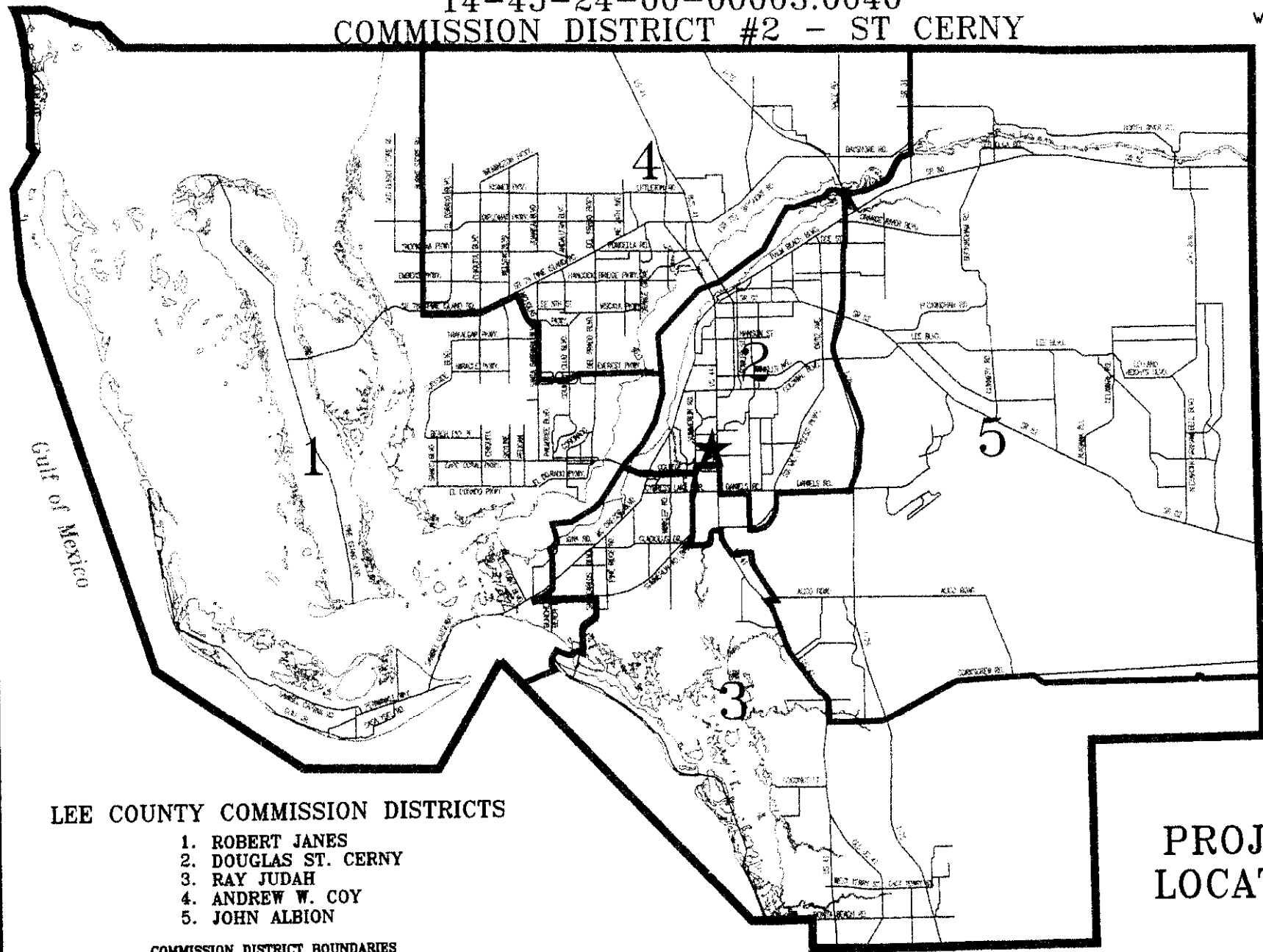
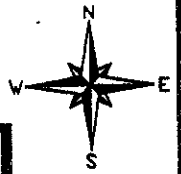


(Signature)

Vice-President  
(Title)

(Seal of Engineering Firm)

CRESTWELL HIGHER LEARNING SCHOOL  
14-45-24-00-00003.0040  
COMMISSION DISTRICT #2 - ST CERNY



LEE COUNTY COMMISSION DISTRICTS

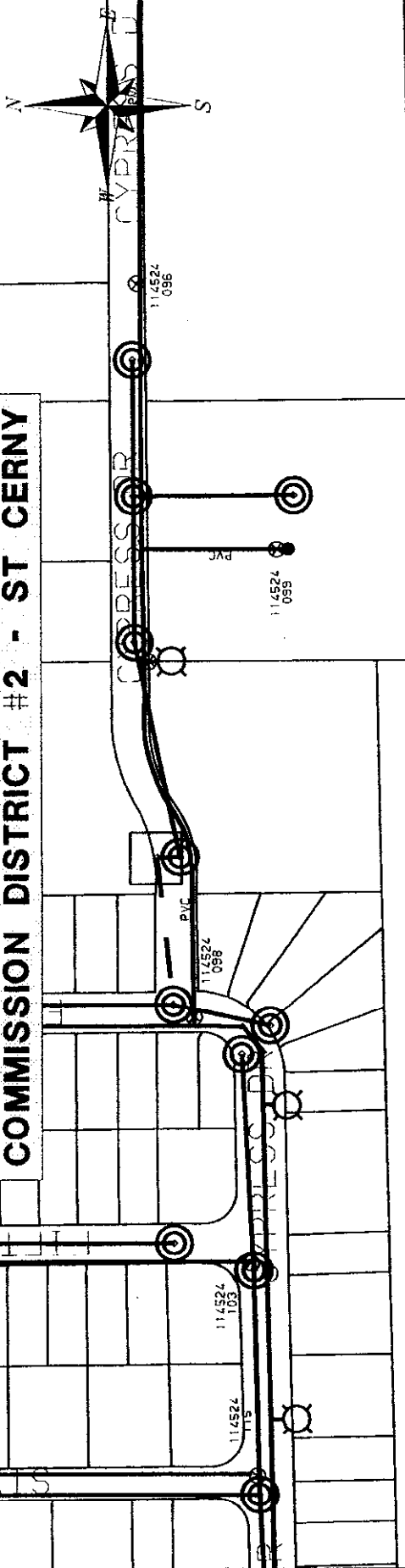
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION

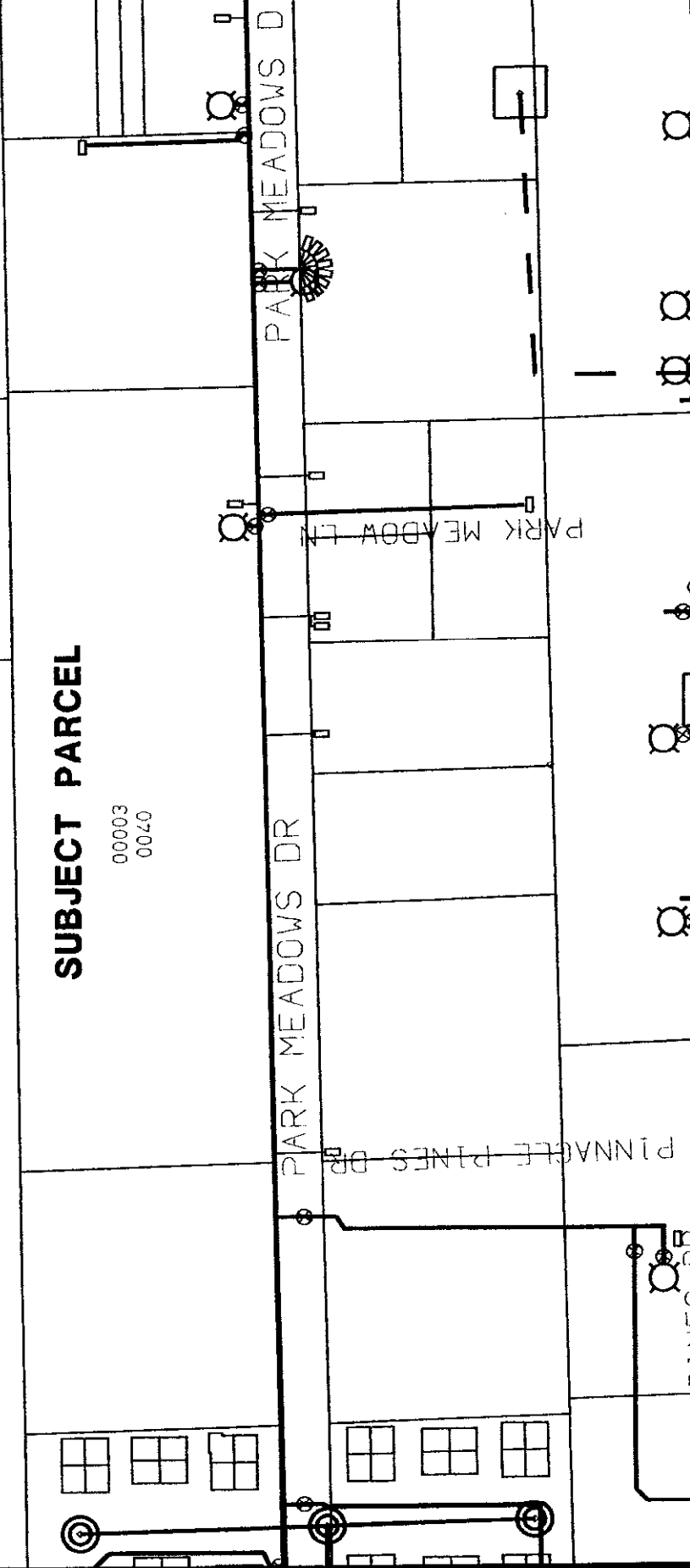
# CRESTWELL HIGHER LEARNING SCHOOL

## COMMISSION DISTRICT #2 - ST CERNY



### SUBJECT PARCEL

00003  
0040



14-45-24-00-00003.0040 1901 PARK MEADOWS DRIVE

**WARRANTY**

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of Crestwell Higher Learning School 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.

Michael Sappah  
(Name of Owner/Contractor)

BY: *Michael Sappah*  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 13 th day of OCT, 2004 by Michael Sappah who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Bruce Monnier*  
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 Seal & Commission Number)







(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 13 th day of October, 2004 by Michael Sappah who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Bruce Monnier  
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)

COPY

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

Strap Number:

14-45-24-00-00003.0040

THIS SPACE RESERVED FOR RECORDING

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

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Crestwell Higher Learning School, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

#### **WITNESSETH:**

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

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.







# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Description

Public Utility Easement  
Section 14, Township 45 South, Range 24 East  
Lee County, Florida

An easement for public utilities 20 feet wide lying in Section 14, Township 45 South, Range 24 East, Lee County, Florida, lying 10 feet each side of the following described line:

From the northeast corner of the North One Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14, run S01°24'00"E along the east line of said fraction for 300.92 feet to an intersection with the north line of Park Meadows Drive (60 feet wide); thence run S88°57'16"W along said north line for 64.00 feet to the Point of Beginning.

From said Point of Beginning run N01°02'44"W for 80.00 feet to the end of the herein described line.

Containing 1600 square feet, more or less.

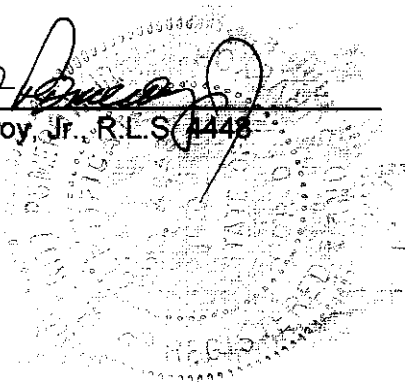
Bearings hereinabove mentioned based on the north line of Park Meadows Drive to bear S88°57'16"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

34516DESC1

10/20/04

  
W. Britt Pomeroy, Jr., R.L.S. 1448



Sheet 1 of 2

### PRINCIPALS:

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

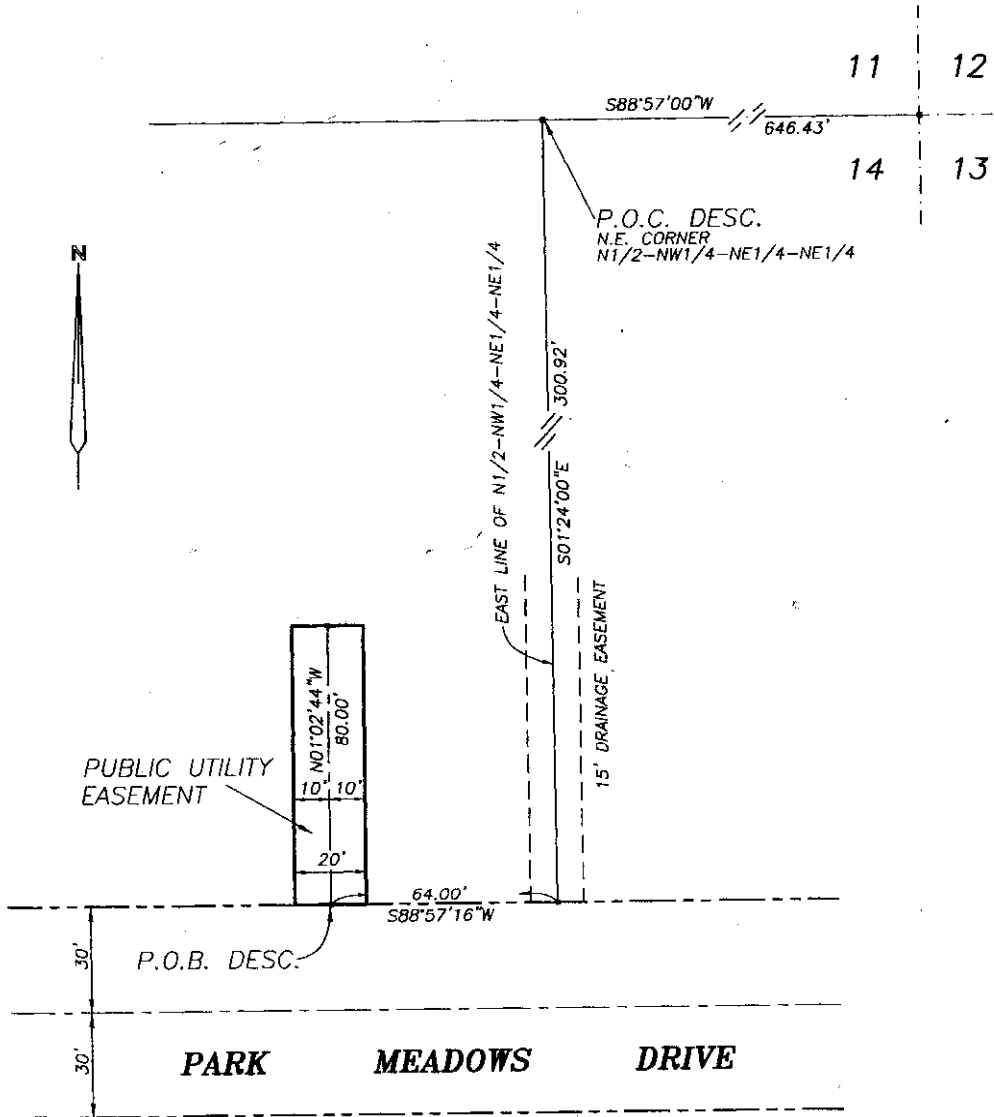
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS




### 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 DESCRIPTION  
OF  
PUBLIC UTILITY EASEMENT  
SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA**



**THIS IS NOT A SURVEY**

  
**W. BRETT POMEROY, JR.**  
 Professional Land Surveyor  
 Florida Certificate No. 23888



<b>Bean, Whitaker, Lutz &amp; Ketchen, Inc. (LP 4019)</b> CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS 13041-McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (239) 481-1331					
SK34516.DWG	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
10-20-04	34516	WBP	1" = 40'	2 OF 2	14-45-24

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

V#111463  
BS 20041574-UTL

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for CRESTWELL HIGHER LEARNING SCHOOL project.  
ACCOUNT NO. OD5360748700.504930 EASEMENT: CRESTWELL HIGHER LEARNING SCHOOL, INC.  
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,  
WITH COPY TO SUE GULLEDGE, UTILITIES

  
SUE GULLEDGE Signature Authorization  
12-10-04

B. SERVICE RECEIVED: RECORDING EASEMENT

O. R. COPIES \_\_\_\_\_

PLAT COPIES \_\_\_\_\_

CASE #/INDEX FEE \_\_\_\_\_

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$ \_\_\_\_\_

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

**THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED**

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D \_\_\_\_\_

ENTERED \_\_\_\_\_

CUST. # 500283

INV. # \_\_\_\_\_

PLEASE REMIT TO: Clerk's Accounting  
P.O. BOX 2396  
FORT MYERS, FLORIDA 33902-2396  
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE







**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.

0 1 2 3 4 5 6 7 8 9

0123456789

14452400000030040

1. Parcel Identification Number  
 (If Parcel ID not available  
 please call County Property  
 Appraiser's Office) →

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? →

**EASEMENT DONATION BY: CRESTWELL HIGHER LEARNING SCHOOL, INC.**

3. Grantor (Seller):  
 Last First MI Corporate Name (if applicable)  
**1091 PARK MEADOWS DR. FT. MYERS FL 33907**

Mailing Address City State Zip Code Phone No.  
**RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**

4. Grantee (Buyer):  
 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 Sale/Transfer Price Property Located In County Code  
 \$ . 0 0 46  
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement  Other 7. Are any mortgages on the property? If "Yes", YES NO  
 for Deed outstanding mortgage balance:  
 Warranty Quit Claim (Round to the nearest dollar.) \$ . 0 0  
 Deed Deed

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? YES NO  
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

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 \$ . 0 0  
 \$ 0.00

12. Amount of Documentary Stamp Tax → \$ 0.00  
 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

Date 12/10/07

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

This copy to Department of Revenue

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

Strap Number:

14-45-24-00-00003.0040

THIS SPACE RESERVED FOR RECORDING

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

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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.

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.



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

X *Jeffrey J. Brown*  
(Signature of 1<sup>st</sup> Witness)

X *Cindy Butterfield*  
(Grantor's/Owner's Signature)

Jeffrey J. Brown  
(Name of 1<sup>st</sup> Witness)

Cindy Butterfield  
(Grantor's/Owner's Name)

X *[Signature]*  
(Signature of 2<sup>nd</sup> Witness)

President  
Title  
Crestwell Higher Learning School, Inc.

Dennis Dolan  
(Name of 2<sup>nd</sup> Witness)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF LEE )

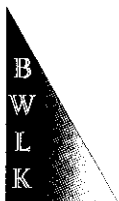
The foregoing instrument was signed and acknowledged before me this 19<sup>th</sup> day of OCT 2004 by Cindy Butterfield who has produced the following as identification - N/A, and who did not take an oath.

*[Signature]*  
Notary Public Signature

Ken Mendonca  
Printed Name of Notary Public



(Notary Seal & Commission Number)



# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Description

Public Utility Easement  
Section 14, Township 45 South, Range 24 East  
Lee County, Florida

An easement for public utilities 20 feet wide lying in Section 14, Township 45 South, Range 24 East, Lee County, Florida, lying 10 feet each side of the following described line:

From the northeast corner of the North One Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14, run S01°24'00"E along the east line of said fraction for 300.92 feet to an intersection with the north line of Park Meadows Drive (60 feet wide); thence run S88°57'16"W along said north line for 64.00 feet to the Point of Beginning.

From said Point of Beginning run N01°02'44"W for 80.00 feet to the end of the herein described line.

Containing 1600 square feet, more or less.

Bearings hereinabove mentioned based on the north line of Park Meadows Drive to bear S88°57'16"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

W. Britt Pomeroy, Jr., R.L.S. 4448

34516DESC1

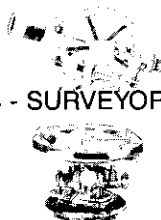
10/20/04

Sheet 1 of 2

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