

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20041506-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 serving *SUNCOAST SCHOOLS FEDERAL CREDIT UNION*. This is a Developer Contributed asset project located on the south side of Pine Island Road approximately 550 feet east of North Cleveland Avenue.

WHY ACTION IS NECESSARY:

To provide fire protection to the recently constructed credit union.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 4

C10A

3. MEETING DATE:

12-07-2004

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:** 11/19/04

7. BACKGROUND:

Fire hydrants 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% connection/capacity fees have been paid. Sanitary sewer service will be provided by North Fort Myers Utilities. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 03 TOWNSHIP 44S RANGE 24E DISTRICT #4 COMMISSIONER HALL

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>11/22/04</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>11/19</i>	<i>[Signature]</i> S. Covert Date: <i>11/22/04</i>	<i>[Signature]</i> Date: <i>11/22/04</i>	<i>[Signature]</i> Date: <i>11/23/04</i>	<i>[Signature]</i> Date: <i>11/23/04</i>	<i>[Signature]</i> Date: <i>11/22/04</i>	<i>[Signature]</i> Date: <i>11-22-04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: *11/22/04*
 Time: *3:40*
 Forwarded To: *Budget*
11-22-04 4:35

RECEIVED BY COUNTY ADMIN:
11/22/04
4:45 pm SLI
 COUNTY ADMIN FORWARDED TO:
11-23-04
11/24

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Suncoast Schools Federal Credit Union", owner of record, to make a contribution to Lee County Utilities of water facilities (**one fire hydrant**) serving **"SUNCOAST SCHOOLS FEDERAL CREDIT UNION"**; 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 **\$13,752.25** 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:

10/29/04

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(s) and water service(s)** located at
Suncoast Schools Federal Credit Union - North Fort Myers Member Service Facility
(Name of Development/Project)

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

Very truly yours,

Joseph W. Ebner, Johnson Engineering, Inc.
(Owner or Name of Corporation/Firm)

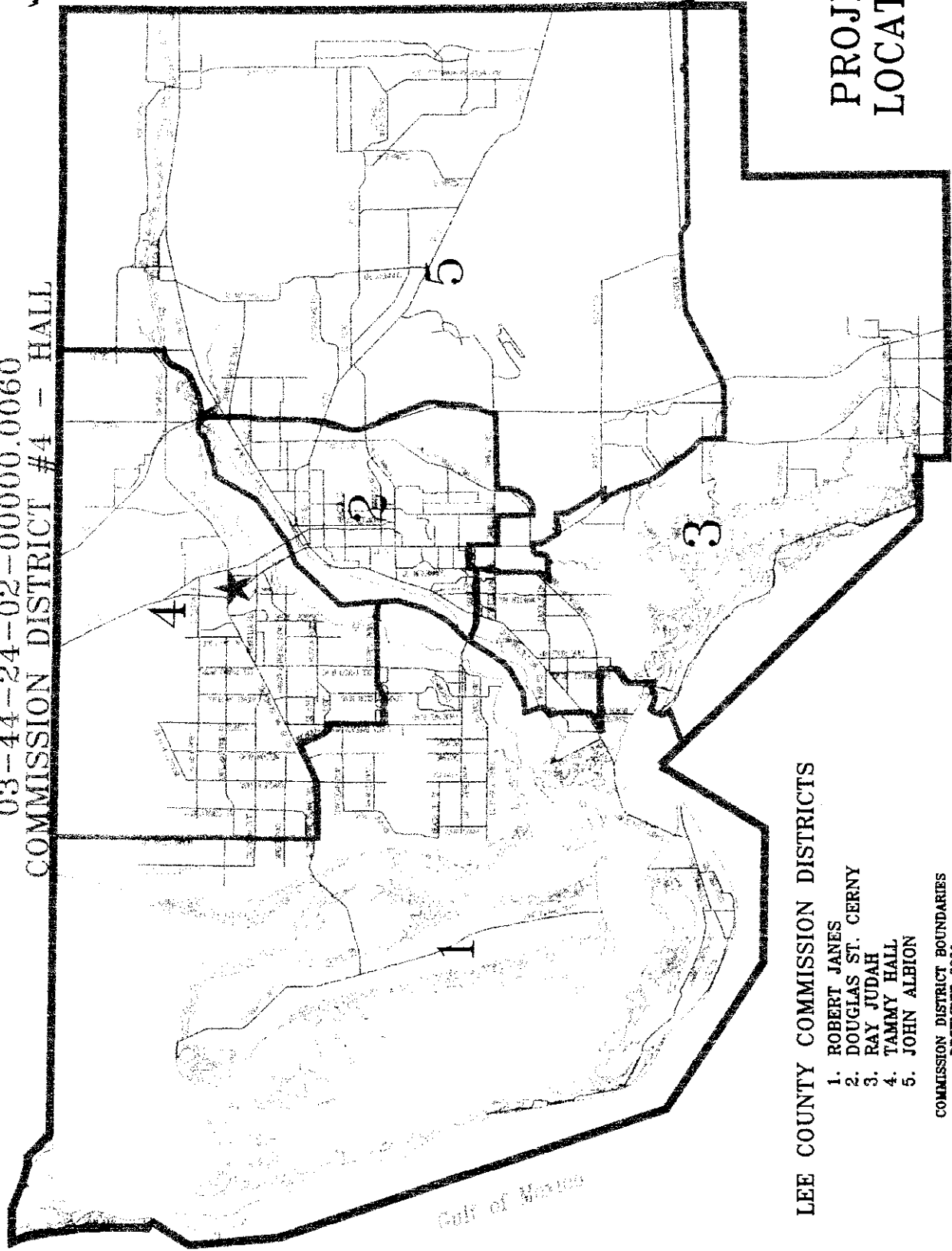
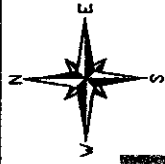

(Signature)

Managing Partner
(Title)

(Seal of Engineering Firm)


(Forms - Letter of Completion - Revised 2004)

SUNCOAST SCHOOLS FEDERAL CREDIT UNION
03-44-24-02-00000.0060
COMMISSION DISTRICT #4 - HALL



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

SUNCOAST SCHOOLS FEDERAL CREDIT UNION

COMMISSION DISTRICT #4 - HALL

N CLEVELAND AVE (US)

REDLIN ST

WOODWARD AVE

PINE ISLAND RD (SR 78)

SUBJECT PARCEL

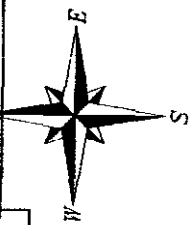
00000
0060

BROWN RD

N CLE
RD

565 PINE ISLAND ROAD

03-44-24-02-00000.0060



THIS 2" WATER MAIN TAKEN

THIS 2" WATER LINE TAKEN OUT OF SERVICE

78)

LATER MAIN

12/98

296

D.I.P.

D.I.P.

D.I.P.

D.I.P.

PVC

PVC

PVC

PVC

PVC

PVC

PVC

D.I.P.

D.I.P.

DIP

REDI

344324-052

344324-058

344324-081

550-72377

850-72376

090-72376

040-72376

010-72376

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Suncoast Schools Federal Credit Union - N. Ft Myer to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

B.J. Enterprises, Inc.
(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 23 rd day of JULY, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

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)

17

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

The undersigned lienor, in consideration of the final payment in the amount of thirteen thousand seven hundred fifty-two and 25/100(13,752.25) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Nelson & Neer, Inc. on the job of Suncoast Schools Federal Credit Union - N Ft Myers Member Service Facility to the following described property:

Suncoast Schools Federal Credit Union -
N Ft Myers Member Service Facility
(Name of Development/Project)

fire hydrant(s) & potable service(s)

(Facilities Constructed)

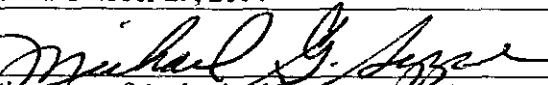
565 Pine Island Rd. N Ft Myers, FL 33903
(Location)

03-44-24-02-00000.0060

(Strap # or Section, Township & Range)

Dated on: October 29, 2004

By:


(Signature of Authorized Representative)

B. J. Enterprises, Inc.

(Name of Firm or Corporation)

By: Michael G. Sappah

(Print Name of Authorized Representative)

8102 Grady Dr.

(Address of Firm or Corporation)

Title: President

N. Ft. Myers, FL 33917-

(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

Fax#: (239)731-5205

STATE OF FL)

) SS:

COUNTY OF LEE)

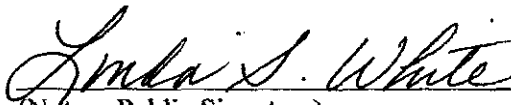
The foregoing instrument was signed and acknowledged before me this 29th day of October, 2004 by Michael G. Sappah who has produced the following as identification - FL DL#S100-547-50-140-0 , and who did not take an oath.



Linda S. White
Commission #DD149792
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

DD149792


(Notary Public Signature)

Linda S. White

(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Suncoast Schools Federal Credit Union - N Ft Myers Member Service Facility

STRAP NUMBER: 03-44-24-02-00000.0060

LOCATION: 565 Pine Island Rd.

OWNER'S NAME: (as shown on Deed) Suncoast Schools Federal Credit Union

OWNER'S ADDRESS: 6801 East Hillsborough Av.

OWNER'S ADDRESS: Tampa,FL 33610-

TYPE UTILITY SYSTEM: POTABLE WATER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
HDPE SDR-11 CASING	14"	60.0	LF	\$95.75	\$5,745.00
HDPE SDR-11 WATER MAIN	6"	66.0	LF	\$18.25	\$1,204.50
PVC C-900 DR-14 WATER MAIN	6"	33.0	LF	\$16.75	\$552.75
TAPPING SLEEVE W/VALVE	16" x 6"	1.0	EA	\$3,050.00	\$3,050.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$2,050.00	\$2,050.00
ASSORTED FITTINGS	6"		LS	\$500.00	\$500.00
SINGLE WATER SERVICE/COMPLETE	1"	1.0	EA	\$650.00	\$650.00
TOTAL					\$13,752.25

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

 **LEE COUNTY**
SOUTHWEST FLORIDA
Contractor's Certification of Contributory Assets -- Form (June2004)

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 G. Sappah
(Signature of Certifying Agent)

Michael G. Sappah
(Name & Title of Certifying Agent)

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

8102 Grady Dr.
(Address of Firm or Corporation)

N. Ft. Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 29th day of October, 2004 by Michael G. Sappah who has produced the following as identification - FL DL#S100-547-50-140-0 , and who did not take an oath.

Linda S. White
Notary Public Signature

Linda S. White
Printed Name of Notary Public

DD 149792
Notary Commission Number



Linda S. White
Commission #DD149792
Expires: Sep 12, 2006
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) →

0344240200000060

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 DONATION BY: SUNCOAST SCHOOLS FEDERAL CREDIT UNION

Last First MI Corporate Name (if applicable)
6801 E. HILLSBOROUGH AVE. TAMPA FL 33610

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. 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

Month / Day / Year

Sale/Transfer Price

\$ _____ . **00**

Property Located In

Lee

6. Type of Document

Contract/Agreement for Deed
 Warranty Deed
 Quit Claim Deed

Other

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

YES / NO

(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

\$ _____ . **00**

12. Amount of Documentary Stamp Tax

\$ _____ . _____

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

11/19/07

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 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

03442402000000060

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 DONATION BY: SUNCOAST SCHOOLS FEDERAL CREDIT UNION

Last First MI Corporate Name (if applicable)
6801 E. HILLSBOROUGH AVE. TAMPA FL 33610

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. 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

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

\$. 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", YES NO
 outstanding mortgage balance: \$. 00
 (Round to the nearest dollar.)

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 \$. 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/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date 11/19/04

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: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20041506-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for SUNCOAST SCHOOLS FEDERAL CREDIT UNION project.
ACCOUNT NO. OD5360748700.504930 EASEMENT: SUNCOAST SCHOOLS FEDERAL CREDIT UNION
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gulledge
SUE GULLEDGE Signature Authorization
11-18-04

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

COPY

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

Strap Number:
03-44-24-02-00000.0060

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2004, by and between SUNCOAST SCHOOLS FEDERAL CREDIT UNION, 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.

(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.

Bonnie J. Futch
[1st Witness' Signature]

BY
:

Earl Brendle
[Signature Grantor's/Owner's]

BONNIE J. FUTCH
[Type or Print Name]

Suncoast Schools Federal Credit Union
By: Earl Brendle,
Vice President, Facilities
[Type or Print Name]

Suzanne S. Foley
[2nd Witness' Signature]

Owner
Title

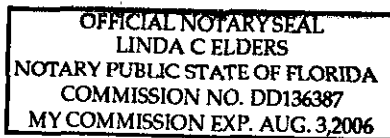
Suzanne S. Foley
[Type or Print Name]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was signed and acknowledged before me this 4th day of AUGUST 2004 by Earl Brendle who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Linda C. Elders
[Signature of Notary]

LINDA C. ELDERS
[Typed or Printed Name]

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



July 28, 2004
DESCRIPTION
LEE COUNTY UTILITIES
WATER LINE EASEMENT
SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA


A tract or parcel of land lying in Section 3, Township 44 South, Range 24 East, Lee County, Florida, being a part of Lot 6, as shown on the plat of Marina Park, recorded in Plat Book 9, at Page 111, of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

Commencing at the Northeast Corner of Section 3 run North 89°52'00" West along the North line of said Section for a distance of 1,676.56 feet; thence departing said Section line run South 00°08'00" West, for a distance of 33.00 feet to a point of intersection with the South Right of Way line of Pine Island Road, a varied width Public Right of Way, said point also being a point of intersection with the North line of Lot 6, as recorded in said Plat Book, said North line also being the North line of a tract of land described in Official Records Book 3773, page 2995, Lee County Records and the POINT OF BEGINNING.

From said POINT OF BEGINNING depart said Right of Way line, run South 00°03'00" East, for a distance of 15.00 feet; thence North 89°52'00" West, for a distance of 20.00 feet; thence North 00°03'00" West, for a distance of 15.00 feet to an intersection with said South Right of Way line; thence South 89°52'00" East along said Right of Way line for a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 300 square feet or more or less.

Bearings hereinabove mentioned are based on the North line said Section 3 to bear North 89° 52' 00" West.


Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

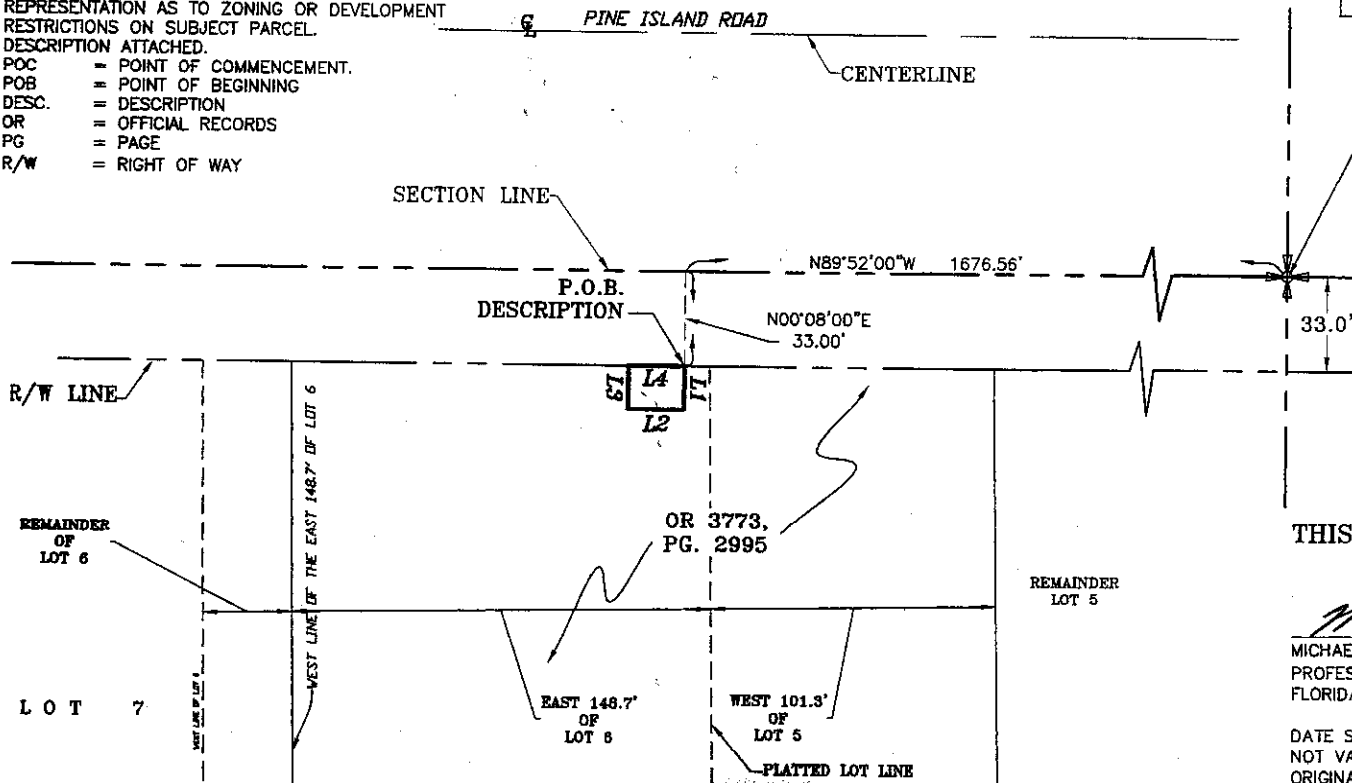
K:\JHS\LEGAL-DESCRIPTIONS\023681-LEE-COUNTY-H2O-EASEMENT.doc

NOTES:

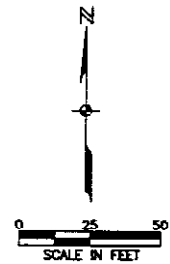
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST TO BEAR NORTH 89°52'00"EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. DESCRIPTION ATTACHED.
4. POC = POINT OF COMMENCEMENT.
5. POB = POINT OF BEGINNING
6. DESC. = DESCRIPTION
7. OR = OFFICIAL RECORDS
8. PG = PAGE
9. R/W = RIGHT OF WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'00"E	15.00
L2	N89°52'00"W	20.00
L3	N00°03'00"W	15.00
L4	S89°52'00"E	20.00

S:\023681\023681-LEE-CO-EASE.dwg (LEE-COUNTY-EASEMENT) JHS Jul 28, 2004 - 3:29pm



P.O.C.
DESCRIPTION
NE CORNER
SECTION 3



THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4509
 DATE SIGNED: JUL 28 2004
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEE COUNTY UTILITIES WATER LINE EASEMENT
 PART OF LOT 6, MARINA PARK
 PLAT BOOK 9, PAGE 111, LEE COUNTY RECORDS
 SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

JOHNSON
 ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
 LEE COUNTY WATERLINE EASEMENT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
7/28/2004	20023681	3-44-24	AS SHOWN	2 OF 2



Chartered as Hillsborough County Teachers Credit Union — 1934

October 14, 2004

TO WHOM IT MAY CONCERN:

This will verify that EARL BRENDLE, the Credit Union's Vice President for Facilities, is authorized to sign any and all documents related to building projects on behalf of the Credit Union.

**Suncoast Schools Federal
Credit Union**

Tom R. Dorety
President/CEO

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

Strap Number:
03-44-24-02-00000.0060

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2004, by and between SUNCOAST SCHOOLS FEDERAL CREDIT UNION, 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.

(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.

Dennis J. Futch
[1st Witness' Signature]

BY : *Earl Brendle*
[Signature Grantor's/Owner's]

BONNIE FUTCH
[Type or Print Name]

Suncoast Schools Federal Credit Union
By: Earl Brendle,
Vice President, Facilities
[Type or Print Name]

Suzanne S. Foley
[2nd Witness' Signature]

Owner
Title

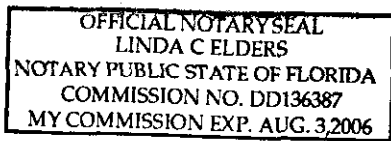
Suzanne S. Foley
[Type or Print Name]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was signed and acknowledged before me this 4th day of AUGUST 2004 by Earl Brendle who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Linda C. Elders
[Signature of Notary]
LINDA C. ELDERS
[Typed or Printed Name]

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



July 28, 2004
DESCRIPTION
LEE COUNTY UTILITIES
WATER LINE EASEMENT
SECTION 3, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

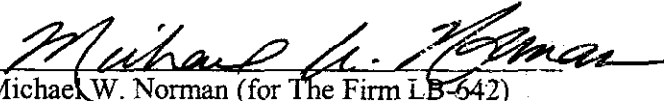
A tract or parcel of land lying in Section 3, Township 44 South, Range 24 East, Lee County, Florida, being a part of Lot 6, as shown on the plat of Marina Park, recorded in Plat Book 9, at Page 111, of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

Commencing at the Northeast Corner of Section 3 run North 89°52'00" West along the North line of said Section for a distance of 1,676.56 feet; thence departing said Section line run South 00°08'00" West, for a distance of 33.00 feet to a point of intersection with the South Right of Way line of Pine Island Road, a varied width Public Right of Way, said point also being a point of intersection with the North line of Lot 6, as recorded in said Plat Book, said North line also being the North line of a tract of land described in Official Records Book 3773, page 2995, Lee County Records and the POINT OF BEGINNING.

From said POINT OF BEGINNING depart said Right of Way line, run South 00°03'00" East, for a distance of 15.00 feet; thence North 89°52'00" West, for a distance of 20.00 feet; thence North 00°03'00" West, for a distance of 15.00 feet to an intersection with said South Right of Way line; thence South 89°52'00" East along said Right of Way line for a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 300 square feet or more or less.

Bearings hereinabove mentioned are based on the North line said Section 3 to bear North 89° 52' 00" West.


Michael W. Norman (for The Firm LB-542)
Professional Land Surveyor
Florida Certificate No. 4500

K:\JHS\LEGAL-DESCRIPTIONS\023681-LEE-COUNTY-H2O-EASEMENT.doc



Chartered as Hillsborough County Teachers Credit Union — 1934

October 14, 2004

TO WHOM IT MAY CONCERN:

This will verify that EARL BRENDLE, the Credit Union's Vice President for Facilities, is authorized to sign any and all documents related to building projects on behalf of the Credit Union.

**Suncoast Schools Federal
Credit Union**

A handwritten signature in cursive script that reads "Tom Dorety".

Tom R. Dorety
President/CEO