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

Blue Sheet No. 20061542 -UTL

1:30pm

1. Action Requested/Purpose:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of two (2) utility easements as a donation of water distribution and gravity collection systems to provide potable water service, fire protection and sanitary sewer service to Crystal Commerce Center, a recently constructed commercial subdivision. This is a developer contributed asset project located on the south side of Crystal Drive between Metro Parkway and Plantation Road.

2. What Action Accomplishes:

Places the potable water and sanitary sewer systems into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

					-	
А	n	n	r۸	V	al.	

4. Departmental Category:	10 – Utili	ties C1	0C	5. Meeting Date:	JAN 09 2007
6. Agenda:	7. Requ	iirement/Purpo	se <i>(specify)</i>	8. Request Initiat	ted:
X Consent		Statute		Commissioner	
Administrative		Ordinance		Department	Public Works
Appeals		Admin. Code		Division	Utilities
Public	X	Other	Approval	By: Legles of	12-7-2006
Walk-On				Douglas L. N	Meurer, P.E., Director

9. Background:

The Board granted permission to construct on 06/10/03, Blue Sheet #20030565.

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.

Satisfactory pressure testing of the force main has been completed.

Satisfactory closed circuit television inspection of the gravity collection system has been performed.

Satisfactory lift station start-ups have been performed. (L/S#3351)

Record Drawings have been provided.

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 Contributory Assets has been provided---copy attached.

S/ENGR/W PIBLUE SHEETS-ENG/CRYSTAL COMMERCE CENTER - WD, GC, LS & FM - EASEMENT - FA - TAK B520061542, DOC-12/1/06 9:37 AM

100% of the connection fees have been paid.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 18 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER BIGELOW

10. Review	v for Schedu	ling:	101111			der wa		VIIDDICI	EAC BIGELOW
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budget	Services		County Manager / P.W. Director
:				_	Analyst	Risk	Grants	Mgr.	" "
Stunder Stavender Date: 12.8.66	N/A	N/A	T. Osterhout	S. Coovert Date:	ebu)	12/12/06	18,006	100 pm 200	Saucher Lavender Date:
11. Co	mmission A			RECEIVE	DBY Fh	$\overline{\mathcal{V}}$. In	Rynage		
	Approved			COUNTY	ADMINER	4		Rec. by Co	Atty
	Deferred			1-12/-	<u> 145</u>	-	60	Date	\
<u></u>	Denied			//6	ADMIN	- 1 to 1 to 1		Time:	74
	Other			COUNTY FORWAR	DED TO:		200	1,42bv	_
				12/14	4:00			Forwarded	
			,	P	P			12/12/06	

RESOLUTION NO.

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

WHEREAS, it is the desire of "Evans Financial Services", owner of record, to make a contribution to Lee County Utilities of water facilities (water service line, potable water, and fire protection), and sewer facilities (gravity collection system, sanitary sewer service), serving "CRYSTAL COMMERCE CENTER"; 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 \$229,733.60 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

moved for its adoption. The motion	fered by Commissioner n was seconded by Commissioner	
and, upon being	put to a vote, the vote was as fo	llows:
Commissioner Bob Janes:	(1)	
Commissioner Brian Bigelow:	(2)	
Commissioner Ray Judah:	(3)	
Commissioner Tammara Hall:	(4)	
Commissioner Frank Mann:	(5)	
DULY PASSED AND ADOPTED this	day of, 20	006.
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA	
By:	By:	

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061542-UTL



LETTER OF COMPLETION

DATE: 7/28/2005

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

Gentlemen:

This is to certify that the water distribution and sanitary sewer system located in Crystal Commerce Center

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans and the approved specifications

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

Pressure Test(s) - Water Main, Pressure Test(s) - Force Main,

TV Inspection, Mandrill - Gravity Main, Lift Station Start-up and Bacteriological Test

Very truly yours,

Manuel Garcia, P.E.

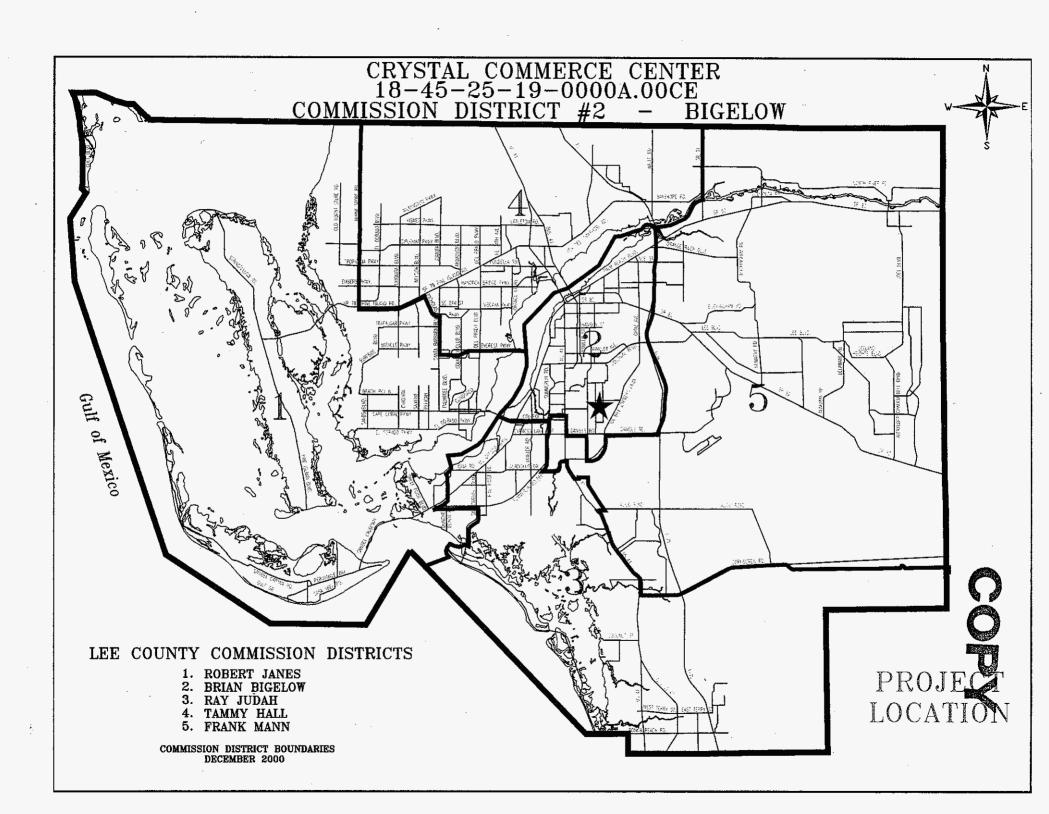
(Owner or Name of Corporation)

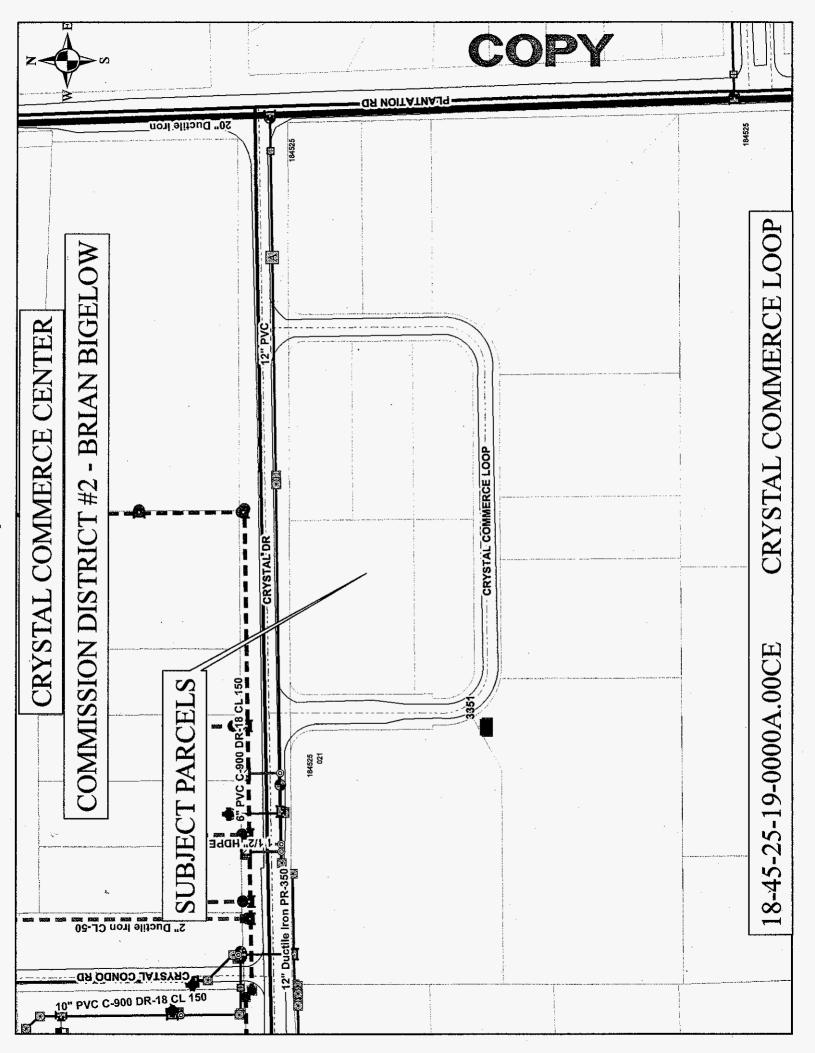
(Signature)

<u>Principal</u>

(Title)

(Seal of Engineering Firm)







WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of <u>CRYSTAL COMMERCE CENTER</u> 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.

STEVEN R. GOBLE	
(NAME OF OWNER/CONTRACTOR)	
BY: The	
(SIGNATURE OF OWNER/CONTRACTOR)	

STATE OF <u>FL</u>)	
) SS: COUNTY OF <u>LEE</u>)	
The foregoing instrument was signed and acknowledged before GOBLE who is personally known to me, and who did Notary Public Signature	
Frinted Name of Notary Public	(Notary Seal Seal Community (Notary Seal Community)

LEE COUNTY
SOUTHWEST PLORIDA
(Forms - Warranty - Revised 04/2003)



WAIVER AND KELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of two-hundred-twenty-nine-thousand-seven-hundred-thirty-three-dollars-and-sixty-cents(\$229,733.60")) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to EVANS FINANCIAL SERVICES on the job of CRYSTAL COMMERCE CENTER to the following described property:

CRYSTAL COMMERCE CENTER	water distribution and sanitary sewer systems			
(Name of Development/Project)	(Facilities Constructed)			
CRYSTAL COMMERCE LOOP	18-45-25-19-0000A.00CE			
(Location)	(Strap # or Section, Township & Range)			
(Please provide full name and location of develo	opment and a description of the utility system constructed).			
Dated on: September 29, 2005				
By: \ Intle	GULF COAST UNDERGROUND, INC.			
(Signature of Authorized Representative)	(Name of Firm or Corporation)			
By: STEVEN R. GOBLE	3551 METRO PARKWAY			
(Print Name of Authorized Representative) (Address of Firm or Corporation)			
Title: PRESIDENT	FT. MYERS, FL 33916-			
	(City, State & Zip Of Firm Or Corporation)			
Phone #: (239)274-9504 Ext.	Fax#: (239)274-9505			
STATE OF)) SS:				
COUNTY OF LEE)				
an oath. #DD 376520	knowledged before me this 29 th day of SEPT, onally known to me, and who did not take Notary Public Signature) IMOTHY J. WISE Printed Name of Notary Public)			



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	CRYSTAL COMMERCE CENTER
STRAP NUMBER:	18-45-25-19-0000A.00CE
LOCATION:	CRYSTAL COMMERCE LOOP & CRYSTAL DRIVE, FT. MYERS, FL. 33912
OWNER'S NAME:	EVANS FINANCIAL SERVICES
OWNER'S ADDRESS:	2680 HUNTER COURT
OWNER'S ADDRESS:	WESTON,CT 33331-

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
TAPPING SLEEVE W/VALVE	12"x12"	2.0	EA	\$4,500.00	\$9,000.00
PVC C-900 DR-18	12"	1,237.0	LF	\$20.00	\$24,750.00
FIRE HYDRANT ASSEMBLY		5.0	EA	\$2,500.00	\$12,500.00
GATE VALVE	12"	1.0	EA	\$1,800.00	\$1,800.00
SINGLE WATER SERVICE/COMPLETE	1.5"	5.0	EA	\$500.00	\$2,500.00
DOUBLE WATER SERVICE/COMPLETE	1.5"	7.0	EA	\$600.00	\$4,200.00
					· · · · · · · · · · · · · · · · · · ·
			-		
TOTAL					\$54,750.00

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

LEE COUNTY

Contractor's Certification of Contributory Assets - Form (January 2004)

F:\CompanyData\G.C.U. DOCUMENTS\Close Out Pkgs\CRYSTAL COMMERCE- WATER.doc

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 Solution
•	(Signature of Certifying Agent)
_	STEVEN R. GOBLE PRESIDENT
	(Name & Title of Certifying Agent)
	GULF COAST UNDERGROUND
	(Name of Firm or Corporation)
	3551 METRO PARKWAY
•	(Address of Firm or Corporation)
	FT. MYERS, FL 33916 -
STATE OF <u>FL</u>)	
) SS: COUNTY OF <u>LEE</u>)	
	acknowledged before me this 29 th day of September, 2005 by ally known to me, and who did not take an oath.
	William William
1:11/1/2	MISSION CONTRACTOR
Notary Public Signature	Commber of Tall
	** ** ** ** ** ** ** ** ** ** ** ** **
FIMOTHY J. WISE	To the conded the site of
Printed Name of Notary Public	ODLIC STATE CHIMIN
DD376520	and in the state of the state o
Notary Commission Number	(NOTARY SEAL)



CEKLIEICVIION OF CONTRIBUTORY ASSETS

Weston ,CT 33331-	OMNEK, 2 VDDKE22:
2680 Hunter Court	OMNEK.2 VDDKE22:
	OWNER'S NAME: (as shown
Crystal Commerce Loop	LOCATION:
I8-42-52-19-0000V'00CE	STRAP NUMBER:
Crystal Commerce Center	PROJECT NAME:

(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.

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

09'E86'bLIS	1	T			TOTAL
		 			
		l			
		· · · ·			
······································		1			
· · · · · · · · · · · · · · · · · · ·					
	_	ļ			
00:000	201010	707	0.011		
00.026,48	00.24\$	IT.	0.011	n†	HDbE 2DK-11
00.004,22	00.00\$	TE I	0.06	15,,	HDBE 2DK-11 CY2ING
09.E71,2 \$	\$2,575.00 00.275,58	TE	0.382	ut	BAC C-900 DK-18
00.000,272 00.000,272	00.000,278	EA	1.0	" <u>+</u> x "∂	TAPPING SLEEVE W/VALVE
00.000 252	00.00322	EA	0.1 0.7	9	TIET STATION DOUBLE SEWER SERVICE W/CLEANOUT
00.025,12	00.022	AH AH	0.5	9 9	DOUBLE SEWER SERVICE W/CLEANOUT
00'000'9\$	00.000,08	EA	0.1	19	MANHOLE STATE E SEWER SERVICE WICH EANOUTT
00.002,228	00.002,4\$	EA EA	0.9	17	WANHOLE
00.258,74\$	\$45,00	LF	0.630,1		WVMHOI E LAC SDB-30
TOTAL	DAIT COST	LINO	VITINAUO	HZIS	WELLI

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 Shall
	(Signature of Certifying Agent)
	STEVEN R. GOBLE PRESIDENT
	(Name & Title of Certifying Agent)
	GULF COAST UNDERGROUND
. *	(Name of Firm or Corporation)
	3551 METRO PARKWAY
	(Address of Firm or Corporation)
	FT. MYERS, FL 33916 -
STATE OF <u>FL</u>)) SS:	
COUNTY OF LEE)	
The foregoing instrument was signed and	acknowledged before me this 29 th day of September, 2005 by
	nally known to me, and who did not take an oath.
l, nn 1	WAOK AHAMINI
- Jallin-	Simple Signature
Notary Public Signature	***
TIMOTHY J. WISE	#DD 376520
Printed Name of Notary Public	The profile Linds of the Control of
DD376520	SAC STALLAN.
Notary Commission Number	(NOTARY SEAL)



FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

Ø	
ĭN	
III.	U.L

FDOR10240300 DR-219

	(PLEASE READ INSTRUCTIONS BEFORE C	COMPLETING) R. 07/98
		If typing, enter numbers as shown below.
1.	Parcel Identification Number (If Parcel ID not available	0123456789
	please call County Property Appraiser's Office) → 184525196	0dp00140
2	Transaction is a split	Property was improved
۷.	Mark (x) all Multi-parcel transaction? → or cutout from another parcel?	with building(s) at time of sale/transfer? →
3.	Grantor (Seller): EASEMENT: BS 20061542	KHOSROW MOAVENI
	Last First MI	Corporate Name (if applicable) F 34103 ()
	3936 TAMIAMI TRAIL N, #3 NAPLES Mailing Address City	State Zip Code Phone No.
4.		LEE CO. BD. OF CO. COMMISSIONERS
	Last First MI	Corporate Name (if applicable)
_	P. O. BOX 398 FT. MYERS Mailing Address City	FL 33902 (239)4798181 State Zip Code Phone No.
5.		
	Month Day Year (Round to the nearest dollar.)	Lee Property Located In
6.	Type of Document Contract/Agreement Other 7. Are any mortgages or	
	Warranty Quit Claim Outstanding mortgage	
	Deed (Round to the nearest dollar.)	' Lilligi Light Li - WW
8.	To the best of your knowledge, were there unusual circumstances or conditions to the such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Sale of a partial or undivided interest? Related to seller by blood or marriage.	
9.	Was the sale/transfer financed? YES / X NO If "Yes", please indicate type or	r types of financing:
	Conventional Seller Provided Agreement or Contract for Deed	Other
10.	Property Type: Residential Commercial Industrial Agricultural Miscellaneou	
	Mark (x) all that apply	
	To the best of your knowledge, was personal property YES / X NO	\$ Cents
	included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)	
12.	Amount of Documentary Stamp Tax	
13.	If <u>no tax</u> is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201	
•	Under penalties of perjury, I declare that I have read the foregoing return and that the than the taxpayer, his/her declaration is based on all information of which lie/her has	e facts stated in it are true. If prepared by someone other sany knowledge.
	Signature of Grantor or Grantee or Agent	Date 12/1/06
	WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.	OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
	To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
	This copy to Property Appraiser	
C	D. R. Book	
_	and	
Pa	age Number and and an	
F	ile Number	
Do	te Recorded	
Ja	Month Day Year	



FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING) 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

18452519000000160

	Mark (x) all that apply transaction? → Grantor (Seller): Multi-parcel transaction? → EASEMENT:	Transaction is a split or cutout from another parcel? BS 20061542	Property was improved with building(s) at time of sale/transfer? KHOSROW MOAVENI
	Last	First NAPLES MI	Corporate Name (if applicable) F 34103
4.	Mailing Address THOM OSTERHOUT Grantee (Buyer):		State Zip Code Phone No. LEE CO. BD. OF CO. COMMISSIONERS
	P. O. BOX 398	First MI FT. MYERS	Corporate Name (if applicable) FL 33902 (2394798181
5.	Mailing Address Date of Sale/Transfer	City Sale/Transfer Price	State Zip Code Phone No.
	0 09 2007	\$ \$10	. 0 0 Property 46 County Code
	Month Day Year	(Round to the nearest dollar.)	-
6.	for Deed	Other 7. Are any mortgages on outstanding mortgage	
	Warranty Quit Claim Deed Deed	(Round to the nearest dollar.)	. 00
8.	To the best of your knowledge, were there unsuch as: Forced sale by court order? Foreclosu Sale of a partial or undivided interest? Related to	re pending? Distress Sale? Title defects?	sale/transfer Corrective Deed? Mineral rights? YES NO
9.	Was the sale/transfer financed? YES	X NO If "Yes", please indicate type or	types of financing:
	Conventional Seller Provided	Agreement or Contract for Deed	Other
10.	Property Type: Residential Commercial Mark (x) all that apply	Institutional/ Industrial Agricultural Miscellaneous	
	To the best of your knowledge, was personal included in the sale/transfer? If "Yes", please sta amount attributable to the personal property. (R. Amount of Documentary Stamp Tax	ite the	\$. O O
13.	. If no tax is due in number 12, is deed exempt fro	om Documentary Stamp Tax under s. 201.0	02(6), Florida Statutes? YES NO
L	than the taxpayer, his/her declaration is base. Signature of Grantor or Grantee or Agent	sed on all information of which he/her has a	e facts stated in it are true. If prepared by someone other any knowledge. Date 12466 Date 125600 IN ADDITION TO ANY
	To be completed by the Clerk of the	e Circuit Court's Office	Clerks Date Stamp
	This copy to Department	of Revenue	
Pa F	O. R. Book and age Number and File Number ate Recorded Manth		

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. 20061542-UTL

PROJECT NAME: CRYSTAL COMMERCE CENTER **EASEMENT NAME: KHOSROW MOAVENI**

TYPING BY: Jeanette Cruz

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

Strap Number(s):

18-45-25-19-00000.0160

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of ____ 2006, by and between "KHOSROW MOAVENI" Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

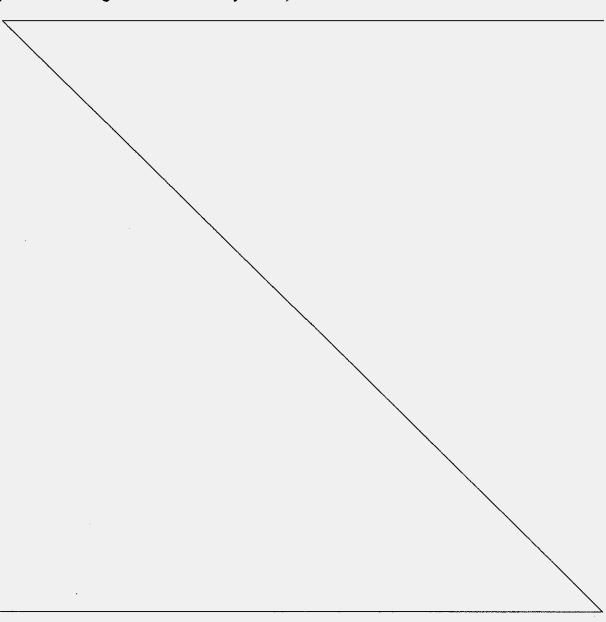
BS 20061542-UTL

- 3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.
- 4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.
- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.



- 9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.
- 10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written. manum' [Signature Grantor's/Owner's] 11st Witness' Signature KHOSROW MOAVENI [Type or Print Name] [Type or Print Name] OWNER endroa [2nd Witness' Signature] [Title] Andrea Deason [Type or Print Name] STATE OF FLORIDA COUNTY OF Callien The foregoing instrument was signed and acknowledged before me this 2 day of July 20% by 1/2 who produced the following as identification is gesonelly know to me, and who did/did not take an oath. [stamp or seal] [Signature of Notary] Sharry W. Shebert [Typed or Printed Name]

SHARYN W. SHUBERT
MY COMMISSION # DD 460698
EXPIRES: August 10, 2009
Bonded Thru Notary Public Underwriters

Approved and accepted for	and on behalf of Lee County, Florida, this
day of	., 2006.
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
BY:	BY: Chair
	APPROVED AS TO FORM BY:
	Office of the County Attorney Scott S. Coovert, Esquire



LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 30, TOWNSHIP 44 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING OVER, ACROSS AND THROUGH A PART OF LOTS 16 & 17, CRYSTAL COMMERCE CENTER AS RECORDED IN PLAT BOOK 78, PAGES 34 & 35 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE N.89°37'35"E. ALONG THE NORTH LINE OF SAID LOT 16 FOR 357.42 FEET; THENCE N.60°33'55"E. ALONG SAID NORTH LINE FOR 70.58 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCIRBED EASEMENT; THENCE N.29°26'05"W. FOR 15.00 FEET; THENCE N.60°33'55"E. FOR 31.19 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CRYSTAL COMMERCE LOOP, OF WHICH THE RADIUS POINT LIES N.69°39'00"E., A RADIAL DISTANCE OF 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'10" FOR 30.13 FEET; THENCE S.60°33'55"W. FOR 31.19 FEET; THENCE N.29°26'05"W. FOR 15.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 912 SQUARE FEET, MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE SOUTH LINE OF SAID LOT 5 BEING N.89°30'44"E.

6-22-2005

METRON SURVEYING & MAPPING, LLC FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

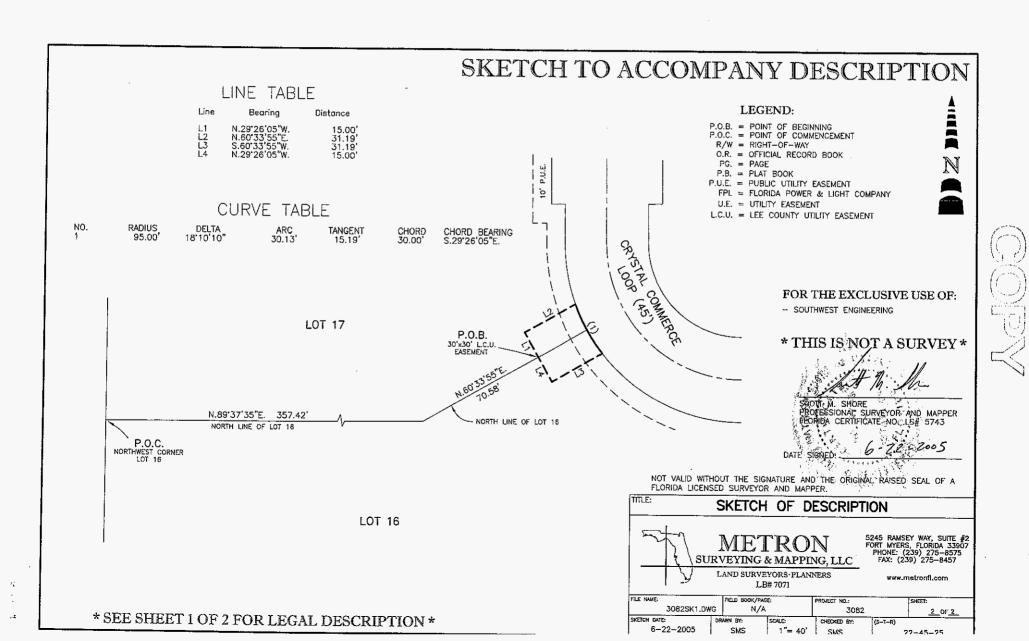
SCOTT MOSHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

3082SK1.doc





<i>2</i> 2	
~ N1	
11/4	TiT

FDOR10240300

	RETURN FOR TRANSFERS OF INTEREST IN (PLEASE READ INSTRUCTIONS BEFORE C	REAL PROPERTY	DR-219 07/98
1.		f typing, enter numbers as shown below.	
		0000170	
2.	Mark (x) all 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 20061542 Last First MI	JEFFREY J BROWN Corporate Name (if applicable)	
	11351 METRO PKWY FT. MYERS Mailing Address City	FL 33912 () State Zip Code Phone No.	
4.	Grantee (Buyer): THOM OSTERHOUT AS AGENT: FOR	LEE CO. BD. OF CO. COMMISSION	ERS
	Last First MI P. O. BOX 398 FT. MYERS	Corporate Name (if applicable) FL 33902 (2394798181	
5.	Mailing Address City Date of Sale/Transfer Sale/Transfer Price	State Zip Code Phone No.	
J.	Month Day Year (Round to the nearest dollar.)	Property Located In Lee	
6.	Type of Document Contract/Agreement Other 7. Are any mortgages on outstanding mortgage		NO
	Warranty Deed Quit Claim Deed Quit Claim Quet Claim Deed Quit Claim Round to the nearest dollar.)	\$	0 (
8.	To the best of your knowledge, were there unusual circumstances or conditions to the s such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Sale of a partial or undivided interest? Related to seller by blood or marriage.		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 Miscellaneous Mark (x) all that apply	Government Vacant Acreage Timesha	are
	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.) Amount of Documentary Stamp Tax	*) 0 70
13.	If <u>no tax</u> is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.	02(6), Florida Statutes? YES /	NO
1	Under penalties of perjury, I declare that I have read the foregoing return and that the than the taxpayer, his/her declaration is based an all information of which he/her has	e facts stated in it are true. If prepared by someone other any knowledge.	_
L	Signature of Grantor or Grantee or Age of WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF	Date V4/7/60 DEFINE 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 ————————————————————————————————————		
Pa	age Number		
F	ile Number		
Da	te Recorded Month Day Year		

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) → 184525

0123456789

1845251900000017	1	.84	45	2	5	1	9	0	0	0	0	0	0	1	7	()
------------------	---	-----	----	---	---	---	---	---	---	---	---	---	---	---	---	---	---

2.	that apply t	Multi-parcel	Da	or cut anoth	action is a spli out from er parcel?	t •		with build of sale/tra		
3.	Grantor (Seller): La	ASEMENT:	First	20061	542 MI			EFFREY porate Name (i	J BROWN	**************************************
		METRO PKW		FT.			FL	33912	()	
4.	Grantee (Buyer):	Mailing Address HOM OSTERF		AS A	City GENT:	FOR I		Zip Code BD. OF		ISSIONERS
	P. 0		First	FT.	MYERS		FL Cor	porate Name (ii 33902	fapplicable) 239479	8181
5.	Date of Sale/Transf	Mailing Address fer		Sale/Tr	City ansfer Price		State	Zip Code	Phone No.	
	01 0	9 200	7 \$		\$10		. 0	0 Property		ounty Code
	Month Day	y Yea	r (F	Round to th	e nearest dolla	ır.)	•			
6.	Type of Document Warranty	Contract/Agree for Deed	ement X Oth	ner 7.	Are any morte outstanding r			? If "Yes",	YES	× NC
	Deed	Quit Claim Deed		(Round	d to the neares	t dollar.)	>			.00
8.	such as: Forced sal	r knowledge, were the by court order? Foundivided interest? Re	reclosure pendi	ng? Distre	ss Sale? Title o			eed? Mineral ri	ghts? YES	× NC
9.	Was the sale/transfe	er financed? YES	× NO) If "Yes",	please indicate	e type or ty	pes of fina	ncing:		
	Conventional	Seller Pr	ovided	_	eement or stract for Deed		Other			
		22				itutional/				
10.	Property Type: F Mark (x) all that apply	Residential Comme	rcial Industria	al Agric	ultural Misc	ellaneous	Governr	nent Vacant 🗶	Acreage	Timeshare
11.	To the best of you	r knowledge, was pe	rsonal property	YE	, X	NO \$	\$			Cents
	included in the sale/	transfer? If "Yes", ple to the personal prop	ase state the			\$	B	0.7	0	. 0 0
		• •	mat from Don		4 T	004.00)(C)	04-4-4-0	\/E0	NO
13.		umber 12, is deed exe s of perjury, I declare	•	•	•		٠		YES prepared by so	NC meone other
I	than the taxpay	yer, his/her declaratio	n i s based or a						124	lac
ı		rantor or Grantee or A	•	ORM APPRO	VED BY THE DEPA	ARTMENT OF	REVENUE SH	IALL RESULT IN A F	Date 10/7	IN ADDITION TO ANY
		IMPOSED BY THE REVENU								
	To be comp	leted by the Clerk	of the Circu	uit Court'	s Office			Cle	rks Date Sta	mp
	This	s copy to Depar	tment of Re	venue						
	O. R. Book and age Number and									
F	file Number									
Da	te Recorded	onth Day	/ Year							

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. 20061542-UTL

PROJECT NAME: CRYSTAL COMMERCE CENTER

EASEMENT NAME: JEFFREY J BROWN

TYPING BY: Jeanette Cruz

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

Strap Number(s):

18-45-25-19-00000.0170

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between "JEFFREY J BROWN" Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

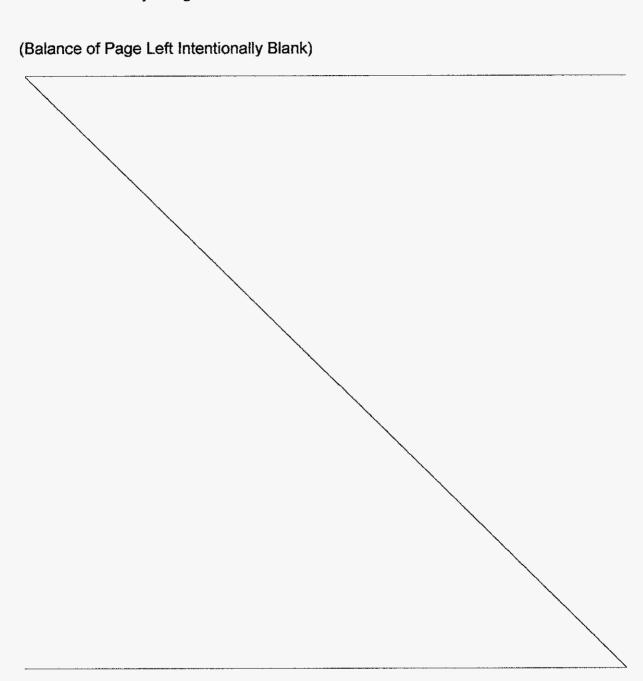
- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20061542-UTL

- 3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.
- 4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.
- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9.	Ву	acceptance	of	this	easement,	the	GRANTEE	assumes	no
responsibility	/ for	ownership or	mair	ntenar	ice of any as	sociat	ted roads. T	he easemei	nt is
strictly for ut	ility p	ourposes.							

10.	This e	easement	will be	binding	upon	the	parties	hereto,	their	success	ors
in interest an	d any a	assigns.									



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

Manual Garage	BY: Jestes of Par
[1 st Witness' Signature]	[Signature Grantor's/Owner's]
MANUEL GARLIA	TEFFREY J. BROWN
[Type or Print Name]	[Type or Print Name]
Mluy	Jeffery J Brown
[2 nd Witness' Signature]	[Title]
STEVEN J CLAYTON	<u> </u>
[Type or Print Name]	
STATE OF FLORIDA	
COUNTY OF LEE	
The foregoing instrument was day of October 2005 by	who produced the following as identification or is personally know to me,
and who did/did not take an oath.	
[stamp or seal]	
Holly K. Benson Commission #DD279208 Expires: Feb 19, 2008 Bonded Thru	[Signature of Notary] [Typed or Printed Name]

Approved and accepted for and or	behalf of Lee County, Florida, this
day of, 2006.	
ATTEST:	BOARD OF COUNTY COMMISSIONERS
CHARLIE GREEN, CLERK	OF LEE COUNTY, FLORIDA
BY:	BY:
Deputy Clerk	Chair
	•
	APPROVED AS TO FORM
	BY:
	Office of the County Attorney
	Scott S. Coovert, Esquire



LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 30, TOWNSHIP 44 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING OVER, ACROSS AND THROUGH A PART OF LOTS 16 & 17, CRYSTAL COMMERCE CENTER AS RECORDED IN PLAT BOOK 78, PAGES 34 & 35 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE N.89°37'35"E. ALONG THE NORTH LINE OF SAID LOT 16 FOR 357.42 FEET; THENCE N.60°33'55"E. ALONG SAID NORTH LINE FOR 70.58 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCIRBED EASEMENT; THENCE N.29°26'05"W. FOR 15.00 FEET; THENCE N.60°33'55"E. FOR 31.19 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CRYSTAL COMMERCE LOOP, OF WHICH THE RADIUS POINT LIES N.69°39'00"E., A RADIAL DISTANCE OF 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'10" FOR 30.13 FEET; THENCE S.60°33'55"W. FOR 31.19 FEET; THENCE N.29°26'05"W. FOR 15.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 912 SQUARE FEET, MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE SOUTH LINE OF SAID LOT 5 BEING N.89°30'44"E.

6-22-2005

METRON SURVEYING & MAPPING, LLC FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

COTT M., SHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

3082SK1.doc

