

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

**Blue Sheet No. 20051780-UTL**

**1. Action Requested/Purpose:**

Approve final acceptance, by Resolution, and recording of one (1) utility easement, as a donation of two (2) fire hydrants to provide fire protection to *Briarcliff Baptist Church*, a recently relocated place of worship. This is a Developer Contributed asset project located on the north side of Briarcliff Road approximately 1 mile east of S. Tamiami Trail.

**2. What Action Accomplishes:**

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

**3. Management Recommendation:**

Approval.

**4. Departmental Category: 10**

*CIOC*

**5. Meeting Date:**

*01-24-2006*

**6. Agenda:**

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

**7. Requirement/Purpose (specify)**

- Statute**
- Ordinance**
- Admin. Code**
- Other**      **Approval**

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department **Public Works**  
 Division **Utilities**  
 By: *[Signature]* **12/30/05**  
**Rick Diaz, P. E., Utilities Director**

**9. Background:**

Fire hydrants and single services do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided—copy attached. Project Location Map—copy attached. Warranty has been provided—copy attached. Waiver of Lien has been provided—copy attached. Certification of Contributed Assets has been provided—copy attached. Potable water is provided by Lee County Utilities via existing infrastructure located within the Briarcliff Road right-of-way. Sanitary Sewer service is provided by a recently constructed private on-site septic system. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 31    TOWNSHIP 45S    RANGE 25 E    DISTRICT #5    COMMISSIONER ALBION

**10. Review for Scheduling**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> J. Lavender Date: <i>1-4-06</i>	N/A	N/A	<i>P.O.</i> T. Osterhout Date: <i>12/30</i>	<i>[Signature]</i> S. Covert Date: <i>1-4-06</i>	<i>P.M.</i> <i>1/6/05</i>	<i>[Signature]</i> <i>1/9/06</i>	<i>[Signature]</i> <i>1/9/06</i>	<i>[Signature]</i> J. Lavender Date: <i>1-4-06</i>	

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 1-6-06  
 11am  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 1-10-06

Rec. by CoAtty  
 Date: *1/5/06*  
 Time: *3:45pm*  
 Forwarded To:  
*Co. Admin*

*1/6/06 10:15 AM*



**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.

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 0 1 2 3 4 5 6 7 8 9

31452500000021370

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller):

BS 20051780

EASEMENT:

BRIARCLIFF BAPTIST CHURCH INC

Last Mailing Address: 6211 BRIARCLIFF ROAD

First MI City State: FORT MYERS FL

Corporate Name (if applicable) Zip Code Phone No.: 33912 ( )

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address: P. O. BOX 398

First MI City State: FT. MYERS FL

Corporate Name (if applicable) Zip Code Phone No.: 33902 (239) 4798181

5. Date of Sale/Transfer

1 / 24 / 2006

Sale/Transfer Price

\$ 10,000.00

Property Located In

Lee

6. Type of Document

Contract/Agreement for Deed

Other

Warranty Deed

Quit Claim Deed

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

YES  /  NO

(Round to the nearest dollar.) \$ 00

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

YES  /  NO

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

Conventional

Seller Provided

Agreement or Contract for Deed

Other

10. Property Type:

Residential

Commercial

Industrial

Agricultural

Institutional/Miscellaneous

Government

Vacant

Acreage

Timeshare

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

\$ 70

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

YES  /  NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true. It 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

12/30/05

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 Property Appraiser</b>	
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

31452500000021370

2. Mark (x) all  
 that apply

Multi-parcel  
 transaction? →

Transaction is a split  
 or cutout from  
 another parcel? →

Property was improved  
 with building(s) at time  
 of sale/transfer? →

3. Grantor (Seller):

BS 20051780

EASEMENT:

BRIARCLIFF BAPTIST CHURCH INC

Last Mailing Address  
 6211 BRIARCLIFF ROAD

First MI City  
 FORT MYERS FL

Corporate Name (if applicable)  
 33912

4. Grantee (Buyer):

Last Mailing Address  
 RICK DIAZ, P.E. UTIL. DIRECTOR

First MI City  
 FT. MYERS FL

State Zip Code Phone No.  
 FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address  
 P. O. BOX 398

First MI City  
 FT. MYERS FL

Corporate Name (if applicable)  
 33902 2394798181

5. Date of Sale/Transfer

1 24 2006 \$  
 Month Day Year

Sale/Transfer Price

\$10

. 00

Property Located In 46 County Code

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed  Other  
 Warranty Deed  
 Quit Claim Deed

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

YES  NO

(Round to the nearest dollar.) \$

. 00

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

YES  NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

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

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property  
 included in the sale/transfer? If "Yes", please state the  
 amount attributable to the personal property. (Round to the nearest dollar.)

YES  NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.70

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

YES NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other  
 than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.

Signature of Grantor or Grantee or Agent

Date

12/30/05

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

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

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

WHEREAS, it is the desire of "Briarcliff Baptist Church, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (two fire hydrants), serving "**BRIARCLIFF BAPTIST CHURCH**"; 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 **\$17,771.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner \_\_\_\_\_ who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

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

BS 20051780

LETTER OF COMPLETION

DATE: 1/25/2005

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** system located in  
**Briarcliff Baptist Church (Strap # 31-45-25-00-00002.1370)**  
(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:

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

Very truly yours,

Ronald M. Edenfield, P.E.  
(Owner or Name of Corporation)

 2/15/05  
\_\_\_\_\_  
(Signature)

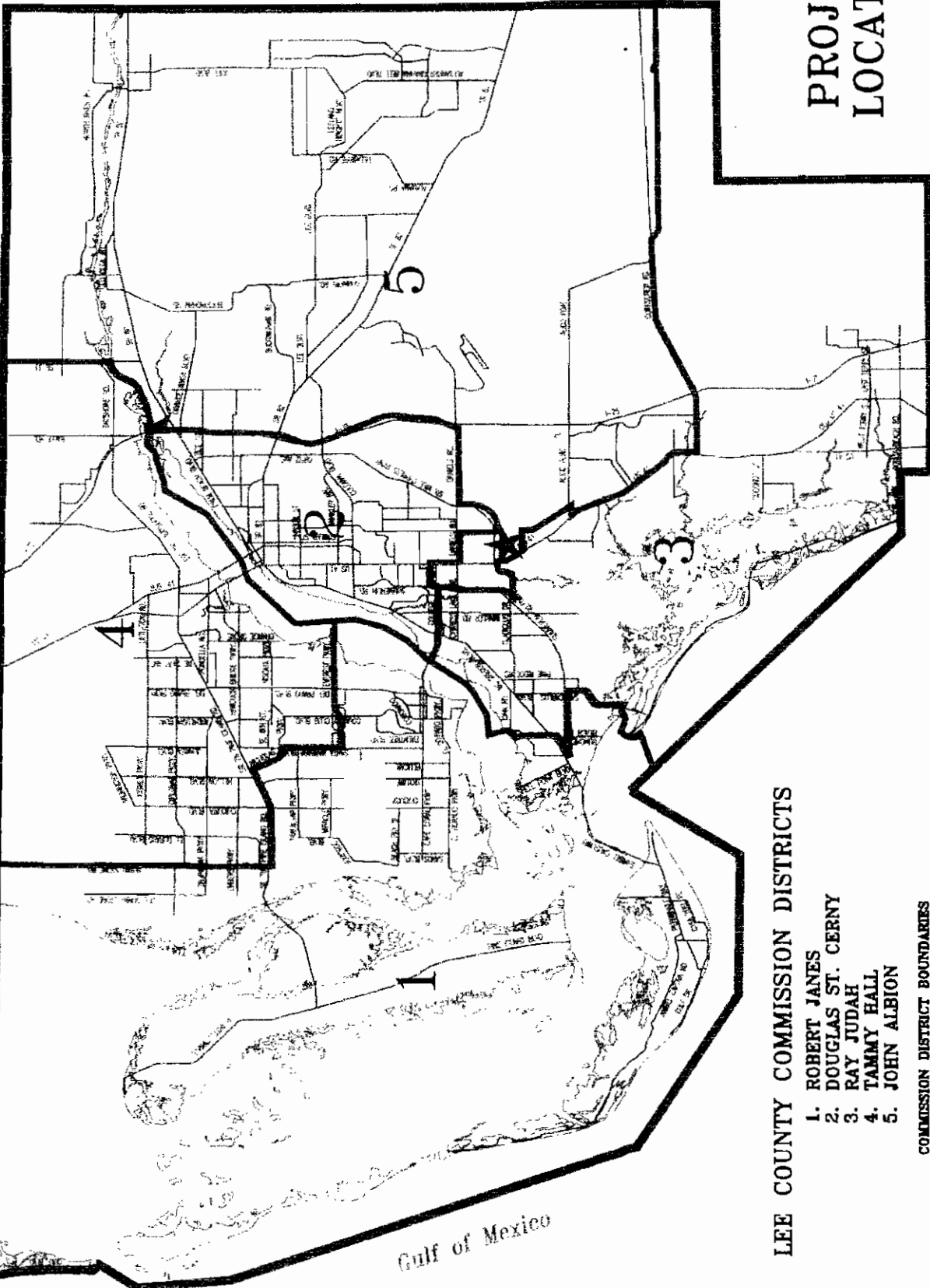
Authorized Agent  
(Title)

(Seal of Engineering Firm)



# PROJECT LOCATION

BRIARCLIFF BAPTIST CHURCH  
31-45-25-00-00002.1370  
COMMISSION DISTRICT #5 - ALBION



## 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

**BRIARCLIFF BAPTIST CHURCH**

**COMMISSION DISTRICT #5 - ALBION**

MAN CT

NA CT

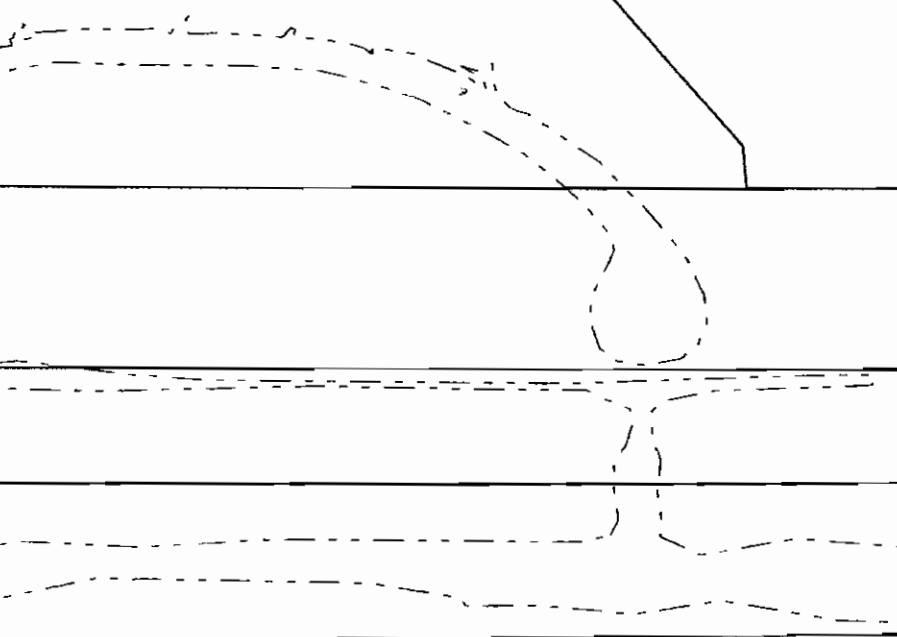
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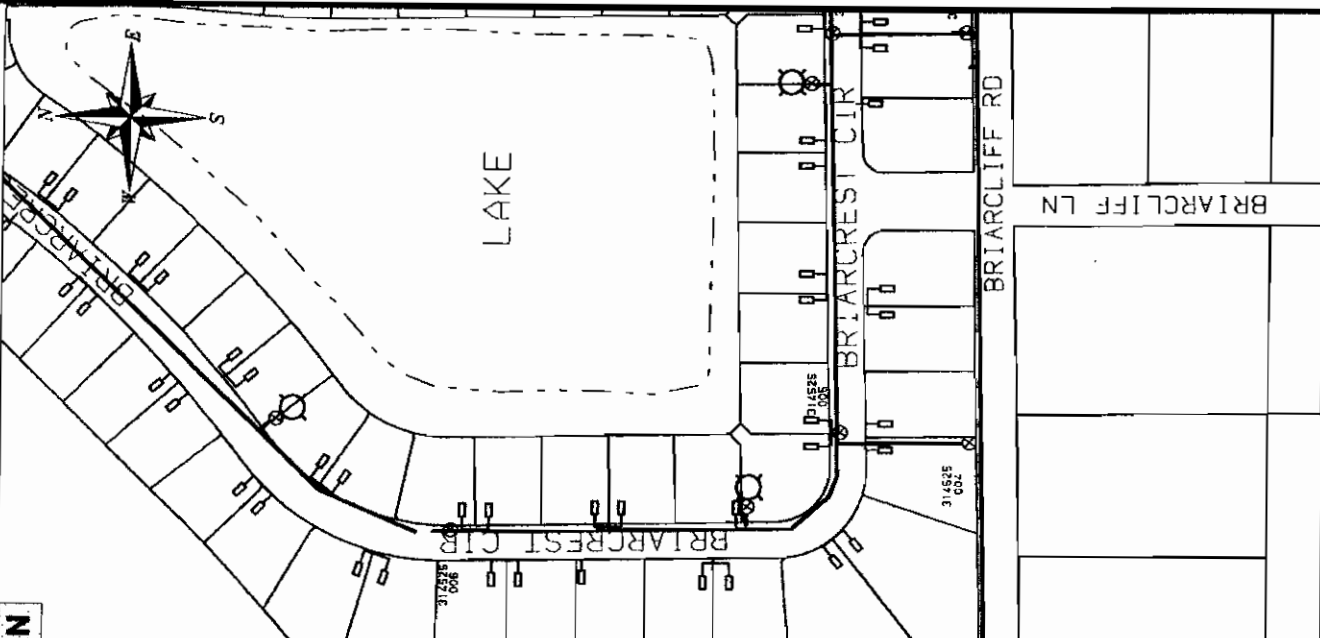
KITTERY CT



00002  
1370

**SUBJECT PARCEL**

LAKE



**31-45-25-00-00002.1370 6211 BRIARCLIFF RD**

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Briarcliff Baptist Church 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.

Sun Coast Underground  
(Name of Owner/Contractor)


BY: [Signature]  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 25 th day of MAY, 2005 by Mark LaForce who is personally known to me - Cousin , and who did not take an oath.

[Signature: Andrew LaForce]  
Notary Public Signature

Andrew LaForce  
Printed Name of Notary Public

 Andrew D. LaForce  
Commission # DD134018  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

RECEIVED JUN 28 2005



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

The undersigned lienor, in consideration of the final payment in the amount of Seventeen Thousand Seven Hundred Seventy One Dollars and No Cents(\$17,771.00 ) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Briarcliff Baptist Church, Inc. on the job of Briarcliff Baptist Church to the following described property:

Briarcliff Baptist Church  
(Name of Development/Project)

water distribution system  
(Facilities Constructed)

6211 Briarcliff Road  
(Location)

31-45-25-00-00002.1370  
(Strap # or Section, Township & Range)

Dated on: May 24, 2005

By: [Signature]  
(Signature of Authorized Representative)

Sun Coast Underground  
(Name of Firm or Corporation)

By: Mark LaForce  
(Print Name of Authorized Representative)

17259 Jean Street  
(Address of Firm or Corporation)

Title: Secretary

Ft. Myers, FL 33912-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)454-2600 Ext.

Fax#: (239)454-9200

STATE OF FL )  
) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 24 th day of May, 2005 by Mark LaForce who is personally known to me - Cousin , and who did not take an oath.



Andrew D. LaForce  
Commission # DD134018  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)

Andrew LaForce  
(Printed Name of Notary Public)

RECEIVED JUN 28 2005



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 [Signature]  
(Signature of Certifying Agent)

Mark LaForce, Secretary  
(Name & Title of Certifying Agent)

Sun Coast Underground  
(Name of Firm or Corporation)

17259 Jean Street  
(Address of Firm or Corporation)

Ft. Myers, FL 33912 -


STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 24 th day of May, 2005 by Mark LaForce who is personally known to me - cousin , and who did not take an oath.

[Signature]  
Notary Public Signature

Andrew LaForce  
Printed Name of Notary Public

# DD134018  
Notary Commission Number

 Andrew D. LaForce  
Commission # DD134018  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

RECEIVED JUN 28 2005

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

Strap Number:

31-45-25-00-00002.1370

LCU 500283

THIS SPACE RESERVED FOR RECORDING

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

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
by and between Briarcliff Baptist Church, 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.

BS 20051780

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.

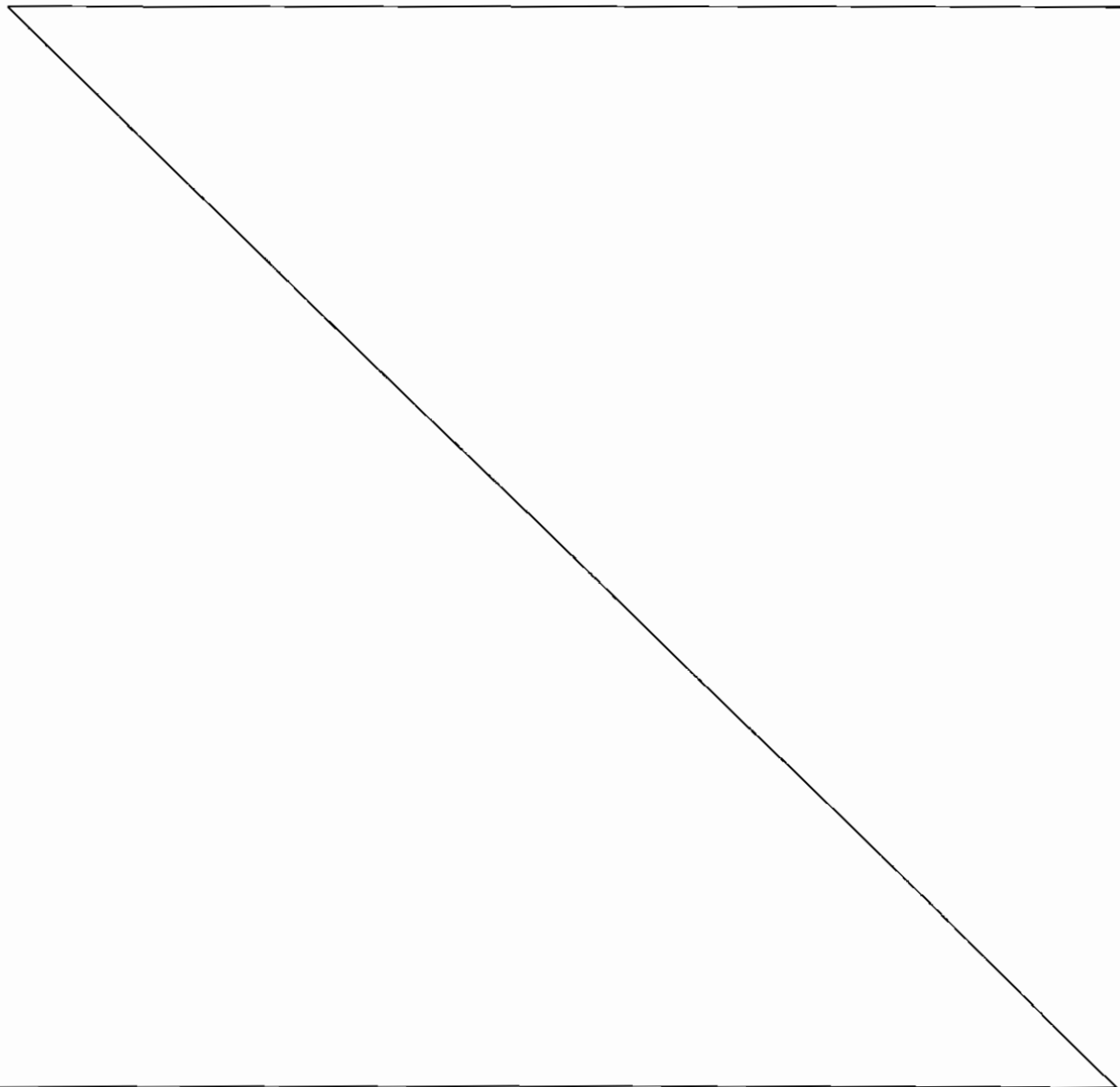
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Donna Circelli  
[1<sup>st</sup> Witness' Signature]

DONNA CIRCELLI  
[Type or Print Name]

Carl Bisser  
[2<sup>nd</sup> Witness' Signature]

CAROL BISSEU  
[Type or Print Name]

BY: Leonard Wm. Anderson  
[Signature Grantor's/Owner's]

Leonard Wm. Anderson  
[Type or Print Name]

President / Pastor  
[Title]

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of 24<sup>th</sup> Feb. 2004 by \_\_\_ who produced the following as identification Ed. Dr. Wm or is personally know to me, and who did ~~not~~ take an oath.

[stamp or seal]

Barbara Delago  
[Signature of Notary]

Barbara Delago  
[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: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney



SAID NORTHWEST QUARTER FOR 1334.64 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE CONTINUE S.88°59'24"W. ALONG SAID SOUTH LINE FOR 329.01 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N.01°15'32"W. FOR 68.94 FEET; THENCE S.88°44'28"W FOR 20 FEET; THENCE S.01°15'32"E FOR 68.85 FEET; THENCE N.88°59'24"E FOR 20 FEET TO THE POINT OF BEGINNING.

**EASEMENT 2**

**LEGAL DESCRIPTION**

AN EASEMENT IN SECTION 31, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 25 EAST, THENCE S.88°59'24"W. ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 1334.64 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE CONTINUE S.88°59'24"W. ALONG SAID SOUTH LINE FOR 594.18 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N.00°44'24"W. FOR 56.49 FEET; THENCE N.05°00'00"W FOR 97.25 FEET; THENCE N.01°07'01"W FOR 149.18 FEET; THENCE S.88°52'59"W FOR 20 FEET; THENCE S.01°07'01"E FOR 157.23 FEET; THENCE S.45°00'00"E FOR 97.18; THENCE S.00°44'24"E FOR 48.45 FEET; THENCE N.88°59'24"W FOR 20 FEET TO THE POINT OF BEGINNING.

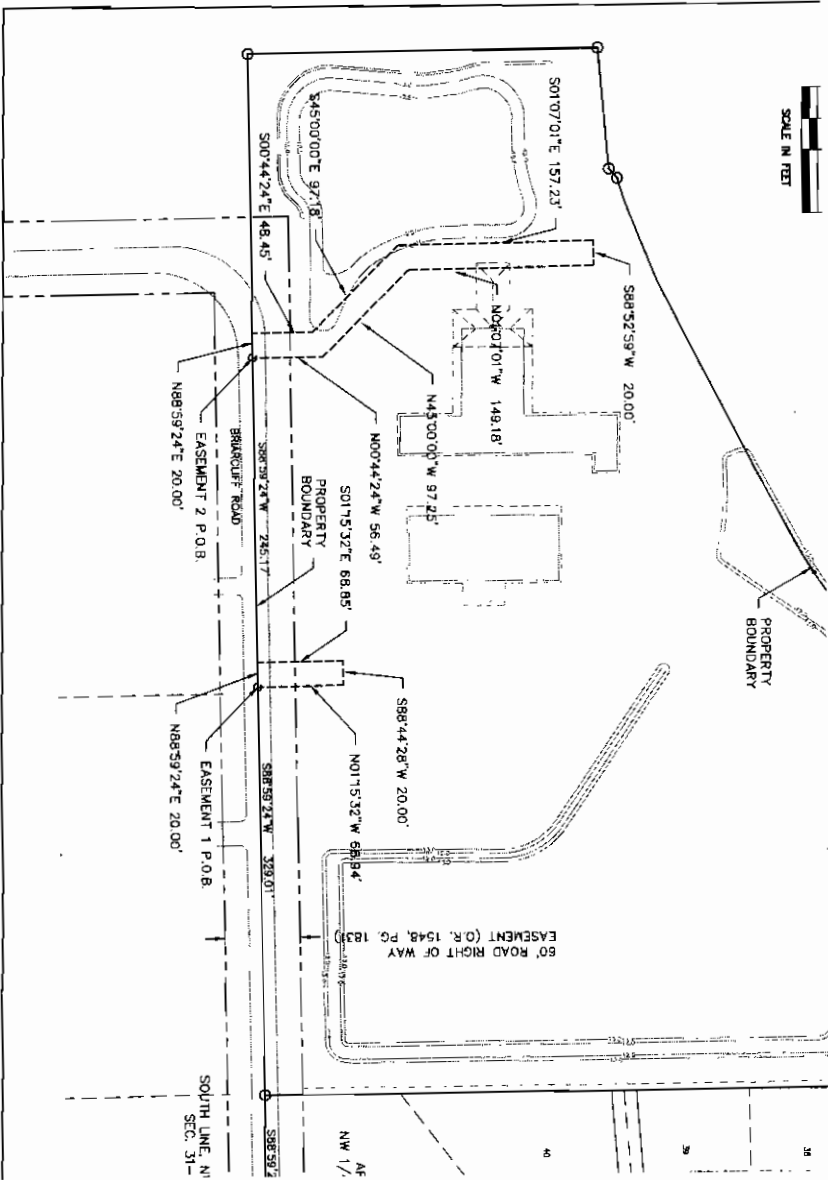


EXHIBIT A - LCU WATER EASEMENT  
 SKETCH AND LEGAL DESCRIPTION  
 BRIARCLIFF BAPTIST CHURCH (STRAP # 31-45-25-00-00002.1370)  
 LEE COUNTY, FLORIDA  
 THIS DRAWING IS NOT INTENDED TO REPRESENT A SURVEY AS DEFINED BY FLORIDA STATUTE

# RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

*Sue Gullidge*

---

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1780

THANK YOU