

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

Blue Sheet No. 20060124-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of two (2) Utility Easements, as a donation of a water main extension, one (1) fire hydrant, one (1) 4" diameter fire line, gravity main extension, force main extension and a lift station to provide potable water service, fire protection and sanitary sewer service to the recently constructed *San Carlos Fire Station #3*. This is a Developer Contributed asset project located on the east side of Ben Hill Griffin Parkway approximately 1 2/3 miles north of Corkscrew Road.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 -

CIOG

5. Meeting Date:

02-27-2006

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]* **2/2/06**
Rick Diaz, P. E., Utilities Director

9. Background:

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number.

The installation has been inspected for compliance to Gulf Environmental Services' standards.

Satisfactory pressure and bacteriological testing of the water main has been completed.

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

Satisfactory pressure testing of the force main has been completed.

Satisfactory lift station startup has been performed. (L/S #7786)

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 Contributory Assets has been provided---copy attached.

100% of the connection/capacity fees were paid to Gulf Environmental Service prior to the Lee County acquisition.

Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 23 TOWNSHIP 46S RANGE 25E 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: 2/3/06	N/A	N/A	<i>[Signature]</i> T. Osterhout Date: 2/2	<i>[Signature]</i> S. Coovert Date: 2/6/06	<i>[Signature]</i> P.M 2/6/06	<i>[Signature]</i> 2/6/06	<i>[Signature]</i> 2/6/06	<i>[Signature]</i> 2/6/06	<i>[Signature]</i> J. Lavender Date: 2/3/06

11. Commission Action:

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

RECEIVED BY
COUNTY ADMIN
2-6-06
11:23
COUNTY ADMIN
FORWARDED TO:
2/6/06
[Signature]

Rec. by CoAtty
Date: **2/6/06**
Time: **8:45 AM**
Forwarded To:
2/6/06
10:40 AM

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "San Carlos Fire Protection and Rescue Service District", owners of record, to make a contribution to Lee County Utilities of water facilities (a water main extension, one fire hydrant, one 4" diameter fire line), and sewer facilities (a gravity main extension, a force main extension and one lift station), serving "**SAN CARLOS FIRE STATION #3**"; 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 **\$151,277.00** 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 _____, 2006.

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 20060124

copy

LETTER OF COMPLETION

DATE: 9/3/2003

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/or sewage collection system(s) located in _____

SAN CARLOS FIRE STATION #3
(Name of Development)

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

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Lift Station
STARTUP, WATER FORCE MAIN PRESSURE TEST, INFILTRATION TEST OF GRAVITY

Very truly yours,

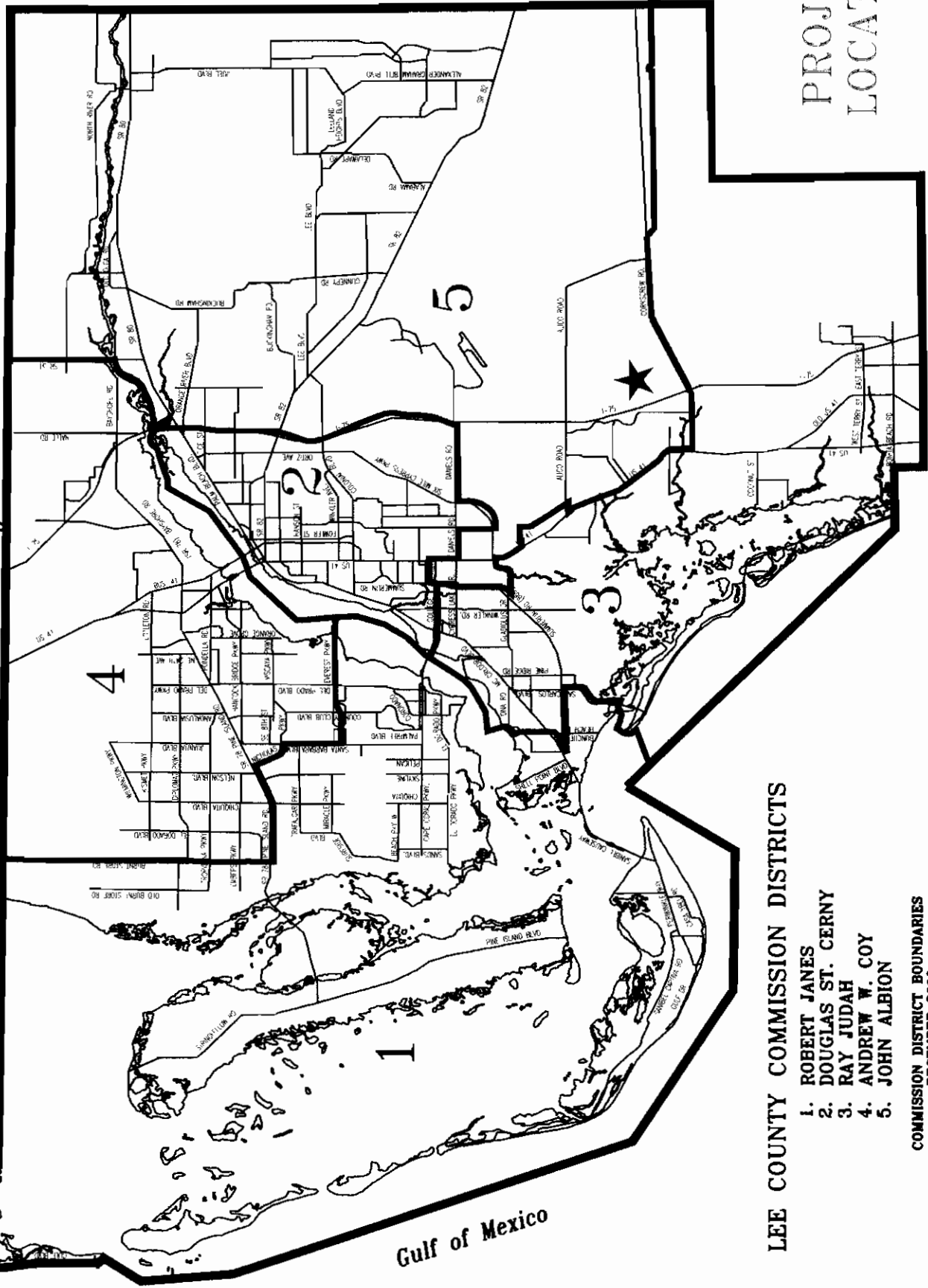
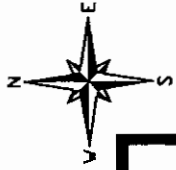
COASTAL ENGINEERING, CONSULTANTS, INC. FL CERT. # 2462
(Owner or Name of Corporation)

Clayton R Miller
(Signature) P.E. 46972

Civil Engineering Manager
(Title) 9-3-03

SEAL OF ENGINEERING FIRM

**SAN CARLOS PARK FIRE STATION NO. 3
 23-46-25-00-00001.0070
 COMMISSION DISTRICT # 5 - JOHN ALBION**



**PROJECT
 LOCATION**

LEE COUNTY COMMISSION DISTRICTS

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

**COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000**

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the **water and sewer systems** of (Name of Development): **SAN CARLOS FIRE STATION #3**

ESTERO , FLORIDA 33912 STRAP# 23-46-25-00-00001.0070

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.

CHRISTO, INCORPORATED
(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keiling*
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF **FLORIDA**)
) SS:
COUNTY OF **LEE**)

The foregoing instrument was signed and acknowledged before me this **15TH** day of

JULY, 20 **03** by **ROBERT A. KEILING** who has produced
(Print or Type Name)

PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

CC900356 JAN. 6, 2004
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(NOTARY SEAL)

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

The undersigned lienor, in consideration of the final payment in the amount

Of ONE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SEVEN AND NO/100 (\$ 151,277.00)

Hereby waives and releases its lien and right to claim a lien for labor, service, or materials

Furnished to GULF PAVING CO. INC. on the job
(Insert name of your customer)

Of SAN CARLOS FIRE PROTECTION & RESCUE DISTRICT to the following
describe
(Insert name of the owner)

Property: SAN CARLOS FIRE STATION #3
(Name of Development/Project)

SEE EXHIBIT 'A' & 'B' FOR DESCRIPTION
(Facilities Constructed)

19591 BEN HILL GRIFFIN PKWY
(Project Location)

23-46-25-00-00001.0070
(STRAP #)

Dated on OCTOBER 13, 2003

By: *Robert A. Keiling*
(Signature of Authorized Representative)

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

By: ROBERT A. KEILING
(Print Name of Authorized Representative)

4461-B HANCOCK BRIDGE PKWY
(Address)

Title: PRESIDENT

N. FORT MYERS, FL 33903
(City, State & Zip)

Phone #: 239-997-2823

Fax#: 239-997-4672

State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 13TH day of OCTOBER

2003, by Robert A. Keiling, who produced personally known to me as identification or who is personally

Known to me, and who did/did not take an oath.

NOTARY SEAL

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. Exp. 1.6, 2004
Comm. No. CC900356

Notary Public: *Mark K. Nottingham*
(Signature)

Notary Public Name: MARK K. NOTTINGHAM
(Print)

My Commission Expires: JAN. 6, 2004



EXHIBIT 'A'
WAIVER ATTACHMENT

DATE: JULY 23, 2003

PROJECT NAME: SAN CARLOS FIRE STATION NO.3

PROJECT ADDRESS: 19591 BEN HILL GRIFFIN PKWY ESTERO, FL

STRAP#: 23-46-25-00-00001.0070

DESCRIPTION OF THE UTILITY SYSTEM CONSTRUCTED: WATER

TIE INTO EX. 12" WATER AND INSTALL 231 LF 12" PVC C-900, DR-18, 16 LF 6" WATER, 11 LF 4" FIRE LINE, 76 LF 24" STEEL CASING, 1-FIRE HYDRANT ASSY, 1-4" FIRE PROTECTION LINE, 1-1 1/2" WATER SERVICE AND 1" WATER SERVICE WITH BACKFLOW PREVENTER TO LIFT STATION TO SERVICE NEW FIRE STATION.

COMPLETED BY: CHRISTO, INCORPORATED - DAWN C. KEILING

1-13-03

EXHIBIT 'B'
WAIVER ATTACHMENT

DATE: July 23, 2003

PROJECT NAME: SAN CARLOS FIRE STATION NO. 3

PROJECT ADDRESS: 19591 BEN HILL GRIFFIN PKWY ESTERO, FL

STRAP#: 23-46-25-00-00001.0070

DESCRIPTION OF THE UTILITY SYSTEM CONSTRUCTED: SEWER

TIED INTO EX. 16" X 4" WYE, INSTALLED 210.5 LF 4" PVC, 1-PRESSURE CLEAN-OUT, 1-AIR RELEASE VALVE, 1-6" SEWER SERVICE, 99 LF 8" PVC GRAVITY SEWER, 1 MANHOLE & LIFT STATION COMPLETE TO PROVIDE SEWER SERVICE TO NEW FIRE STATION AND SEWER SERVICE TO FUTURE DEVELOPMENT.

COMPLETED BY: CHRISTO, INCORPORATED

CERTIFICATION OF CONTRIBUTORY ASSETSPROJECT NAME: **SAN CARLOS FIRE STATION NO. 3**LOCATION: **19591 BEN HILL GRIFFIN PKWY, ESTERO FL****STRAP# 23-46-25-00-00001.0070**

(Including STRAP)

NAME AND ADDRESS OF OWNER: **SAN CARLOS FIRE PROTECTION & RESCUE
SERVICE DISTRICT****8013 SANIBEL BLVD. FORT MYERS, FL 33912**

(as shown on Deed)

TYPE UTILITY SYSTEM: **WATER**

(List water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes; lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY/UNIT	COST	TOTAL
PVC C-900, DR-18	12"	231 LF	20.00	4620.00
PVC C-900, DR-18	6"	3 LF	11.00	33.00
DIP CL 50	6"	13 LF	30.00	390.00
DIP CL 50	4"	11 LF	20.00	220.00
STEEL CASING	24"	76 LF	85.00	6460.00
MJ 90 degree BEND	12"	1 EA	1000.00	1000.00
MJ 45 degree BEND	12"	2 EA	450.00	900.00
MJ TEE	12" X 6"	1 EA	500.00	500.00
MJ TEE	12" X 4"	1 EA	500.00	500.00
MJ PLUG	12"	1 EA	250.00	250.00
GATE VALVES	6"	1 EA	700.00	700.00
GATE VALVE	4"	1 EA	600.00	600.00
MJ 90degree BEND	6"	2 EA	300.00	600.00
MJ 90degree BEND	4"	3 EA	250.00	750.00
FIRE HYDRANT	5 1/4"	1 EA	1600.00	1600.00
HYDRANT EXTENSION	5 1/4" X 3'	1 EA	500.00	500.00
WATER SERVICE	1 1/2"	1 EA	450.00	450.00
WATER SERVICE	1"	1 EA	350.00	350.00
DETECTOR CHECK ASSY FROM MJ 90degree BEND UP TO & INCLUDING FIRST O S & Y VALVE.	4"	1 EA	2000.00	2000.00
				\$ 22,423.00
				TOTAL AMOUNT

11.5

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: *Robert A. Keiling*
(Name & Title of Certifying Agent) **ROBERT A. KEILING-PRESIDENT**

OF: **CHRISTO, INCORPORATED**
(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**
N. FORT MYERS, FL 33903

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 23RD
day of JULY, 20 03 by ROBERT A. KEILING
(Print or Type Name)

who has produced Personally Known to Me as identification,
(Type Of Identification and Number)

and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

CC900356 JAN. 6, 2004
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(NOTARY SEAL)

11.5

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: *Robert A. Keiling*
(Name & Title of Certifying Agent) **ROBERT A. KEILING-PRESIDENT**

OF: **CHRISTO, INCORPORATED**
(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**
N. FORT MYERS, FL 33903

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 13th
day of October, 20 03 by ROBERT A. KEILING
(Print or Type Name)

who has produced Personally Known to Me as identification,
(Type Of Identification and Number)

and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

CC900356 JAN. 6, 2004
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(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) → 23462500000010070
2. Mark (x) all that apply: Multi-parcel transaction? #1 Transaction is a split or cutout from another parcel? Property was improved with building(s) at time of sale/transfer?

3. Grantor (Seller): BS 20060124 EASEMENT: SAN CARLOS PARK FIRE PROTEC & RESCUE SERV DISTRICT

Last First MI Corporate Name (if applicable)
19591 BEN HILL GRIFFIN PKWY FT. MYERS FL 33913

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): RICK DIAZ, P.E. UTIL. DIRECTOR 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: 2 / 21 / 2006 \$ 10,000.00 Property Located In Lee

Month Day Year Sale/Transfer Price (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: 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? 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. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which neither has any knowledge.

Signature of Grantor or Grantee or Agent [Signature] Date 2/2/06

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
 23462500000010070

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

#1

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

BS 20060124

EASEMENT: SAN CARLOS PARK FIRE PROTEC & RESCUE SERV DISTRICT

Last First MI Corporate Name (if applicable)
 19591 BEN HILL GRIFFIN PKWY FT. MYERS FL 33913

Mailing Address City State Zip Code Phone No.
 4. Grantee (Buyer): RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
 P. O. BOX 398 FT. MYERS FL 33902 2394798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code
 2 21 2006 \$ \$10 . 00 46
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

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

12. Amount of Documentary Stamp Tax \$ 0.70

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

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. It 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 2/2/06

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

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

ACCOUNT NO. OD5360748700.504930

PROJECT NAME: "SAN CARLOS FIRE STATION #3"

**GRANTOR #1: "SAN CARLOS PARK FIRE
PROTECTION AND RESCUE SERVICE DISTRICT"**

BLUE SHEET NO. "20060124-UTL"

THANK YOU.

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

Strap Number(s):
23-46-25-00-00001.0070

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1

THIS INDENTURE is made and entered into this ____ day of _____, 20__, by and between San Carlos Park Fire Protection and Rescue Service District, 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 20060124-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.

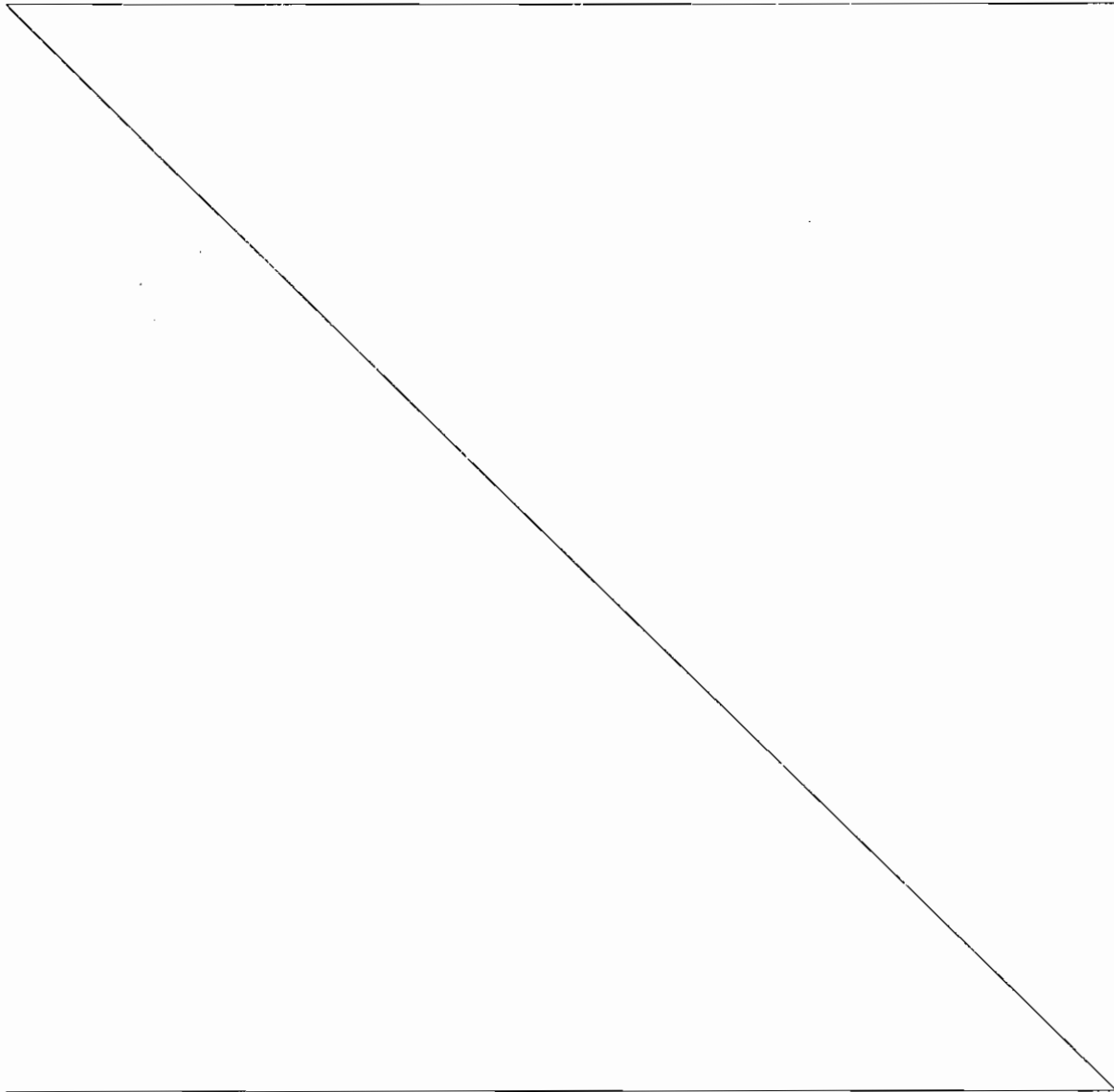
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Jill Udart
[1st Witness' Signature]

Jill Udart

[Type or Print Name]

Jennifer Bossi
[2nd Witness' Signature]

Jennifer Bossi

[Type or Print Name]

BY:

Natale J. Ippolito
[Signature Grantor's/Owner's]

Natale J. Ippolito

[Type or Print Name]

Fire Chief

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 18th day of January, 2006, by Natale J. Ippolito who ~~produced the following as identification~~ of is personally known to me, and who ~~did~~/did not take an oath.

[stamp or seal]

Kassandra Whidden

[Signature of Notary]

Kassandra Whidden

[Typed or Printed Name]



OFFICIAL SEAL
Kassandra Whidden
D.D. #102956

My Commission Expires Mar. 25, 2006

JAG 2006

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: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



**LEGAL DESCRIPTION
SAN CARLOS PARK FIRE STATION NO. 3
LEE COUNTY UTILITES-UTILITY EASEMENT**

ALL THAT PART OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, N89°44'39"W 501.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°49'43"W 603.03 FEET; THENCE CONTINUE NORTHWESTERLY, 1403.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 54°31'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N28°05'29"W 1351.32 FEET; THENCE CONTINUE, N55°21'16"W 1684.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTHWESTERLY, 77.93 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2725.00 FEET, THROUGH A CENTRAL ANGLE OF 01°38'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N54°32'08"W 77.93 FEET; THENCE N34°45'08"E 10.00 FEET; THENCE S54°14'55"E 43.84 FEET; THENCE N80°14'54"E 33.07 FEET; THENCE N34°38'44"E 153.14 FEET; THENCE N55°21'16"W 19.13 FEET; THENCE N34°38'44"E 10.00 FEET; THENCE S55°21'16"E 29.57 FEET; THENCE S34°38'44"W 196.54 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL CONTAINES 0.07 ACRES, MORE OR LESS; SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD; BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING N89°44'39"W.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

Dana L Worley
DANA L WORLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5651
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 01149
DATE SIGNED: 09.06.05

**EXHIBIT I-A-1
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BEN HILL GRIFFIN PARKWAY FIRE STATION and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate NATALE J. IPPOLITO as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Lee County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved master concept plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master concept plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Lee County.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned development must be consistent with those terms and conditions.
5. So long as this covenant is in force, Lee County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned development.

Terry Dettmar
Owner

TERRY DETTMAR, FIRE COMMISSIONER
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2002
by Terry Dettmar who is personally known to me or has produced _____ as identification.



OFFICIAL SEAL
Jill Udart
C.C.#998591
My Commission Expires Feb. 4, 2005

Jill Udart
Notary Public

(Name typed, printed or stamped)
(Serial Number, if any)

EXHIBIT I-A-1
COVENANT OF UNIFIED CONTROL

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BEN HILL GRIFFIN PARKWAY FIRE STATION and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate NATALE J. IPPOLITO as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Lee County.

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4. All terms and conditions of the planned development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned development must be consistent with those terms and conditions.
5. So long as this covenant is in force, Lee County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned development.

William Elliott
Owner

William Elliott, Fire Commissioner
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2002
by William Elliott who is personally known to me or has produced _____ as identification.

Jill Udart
Notary Public



OFFICIAL SEAL
Jill Udart
C.C. #998591
My Commission Expires Feb. 4, 2005

(Name typed, printed or stamped)
(Serial Number, if any)

**EXHIBIT I-A-1
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BEN HILL GRIFFIN PARKWAY FIRE STATION and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate NATALE J. IPPOLITO as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Lee County.

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Mary Lou Garofalo
Owner

MARY LOU GAROFALO, FIRE COMMISSIONER, CHAIRPERSON
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2002

by MARY LOU GAROFALO who is personally known to me or has produced _____ as identification.



Carolyn Jean Bastin
MY COMMISSION # DD089059 EXPIRES
February 4, 2006
BONDED THRU TROY FAIR INSURANCE INC

Carolyn Jean Bastin
Notary Public

CAROLYN JEAN BASTIN
(Name typed, printed or stamped)
(Serial Number, if any)

**EXHIBIT I-A-1
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BEN HILL GRIFFIN FIRE STATION and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate NATALE J. IPPOLITO as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Lee County.

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Everett C. Glover
Owner

EVERETT C. GLOVER, FIRE COMMISSIONER
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Sworn to (or affirmed) and subscribed before me this 3rd day of October 2002
by Everett Glover who (is personally known to me) or has produced _____ as identification.



OFFICIAL SEAL
Jill Udart
C.C.#998591
My Commission Expires Feb. 4, 2005

Jill Udart
Notary Public

(Name typed, printed or stamped)
(Serial Number, if any)

**EXHIBIT I-A-1
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BEN HILL GRIFFIN PARKWAY FIRE STATION and legally described in exhibit A attached hereto. (street address)

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Lawrence Sweeney
Owner

LAWRENCE SWEENEY, FIRE COMMISSIONER
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

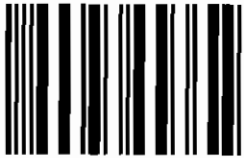
Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2002
by Lawrence Sweeney who is personally known to me or has produced _____ as identification.

Jill Udart
Notary Public



OFFICIAL SEAL
Jill Udart
C.C.#998591
My Commission Expires Feb. 4, 2005

(Name typed, printed or stamped)
(Serial Number, if any)



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) →

23462500000010040

2. Mark (x) all that apply

Multi-parcel transaction? →

#2

Transaction is a split or cutout from another parcel? →

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

3. Grantor (Seller): **BS 20060124 EASEMENT: THE JOHN E & ALIESE PRICE FOUNDATION, INC.**

Last: **1279 LAVIN LN** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33917**
 Mailing Address: City: State: Zip Code: Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last: **P. O. BOX 398** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33902 (2394798181)**
 Mailing Address: City: State: Zip Code: Phone No.

5. Date of Sale/Transfer: **2 / 21 / 2006** Sale/Transfer Price: **\$10,000** Property Located In: **Lee**
 Month Day Year (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: **\$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? 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. 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 **2/2/06**

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.

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number: <input type="text"/></p> <p>Date Recorded: <input type="text"/> / <input type="text"/> / <input type="text"/> Month Day Year</p>	<p>Clerks Date Stamp</p>
--	--------------------------

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 23462500000010040**

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

3. Grantor (Seller): **BS 20060124 EASEMENT: THE JOHN E & ALIESE PRICE FOUNDATION, INC.**

Last **1279 LAVIN LN** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33917**

Mailing Address **RICK DIAZ, P.E. UTIL. DIRECTOR** City **FOR LEE CO. BD. OF CO. COMMISSIONERS** State **FL** Zip Code **33902** Phone No. **(239) 4798181**

4. Grantee (Buyer): Last **P. O. BOX 398** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33902 (239) 4798181**

Mailing Address _____ City _____ State _____ Zip Code _____ Phone No. _____

5. Date of Sale/Transfer **2 21 2006** \$ **\$10** . **00** Property Located In **46** County Code

Month Day Year (Round to the nearest dollar.)

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

Warranty Deed Quit Claim Deed (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage? YES NO

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

Conventional _____ Seller Provided _____ Agreement or Contract for Deed _____ Other _____

10. Property Type: Residential _____ Commercial _____ Industrial _____ Agricultural _____ Institutional/Miscellaneous _____ Government _____ Vacant Acreage _____ Timeshare _____

Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **0.70**

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 **2/2/06**

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book and Page Number and File Number _____

Date Recorded _____

Month Day Year

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullidge

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

ACCOUNT NO. OD5360748700.504930

PROJECT NAME: "SAN CARLOS FIRE STATION #3"

**GRANTOR #2: "THE JOHN E AND ALIESE PRICE
FOUNDATION, INC."**

BLUE SHEET NO. "20060124-UTL"

THANK YOU.

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

Strap Number(s):
23-46-25-00-00001.0040

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #2

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between The John E. and Aliese Price Foundation, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

BS 20060124-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.

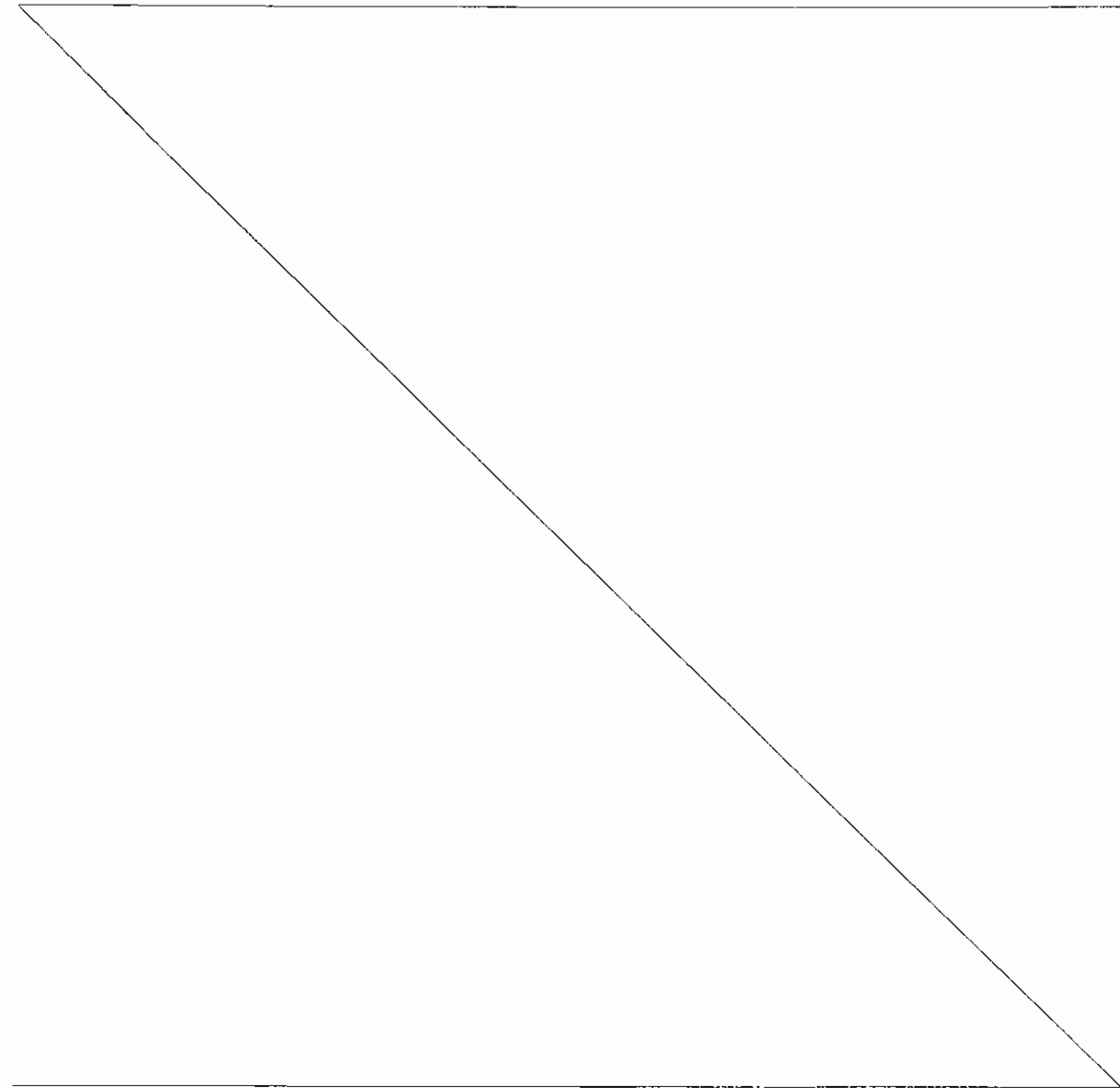
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Annette E. Murphy
[1st Witness' Signature]

Annette E. Murphy
[Type or Print Name]

Laurette R. Claypool
[2nd Witness' Signature]

LAURETTE R. CLAYPOOL
[Type or Print Name]

BY:

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

T. Wainwright Miller, Jr.
[Type or Print Name]


President
[Title]

STATE OF FLORIDA

COUNTY OF _ _

The foregoing instrument was signed and acknowledged before me this 29th day of Dec. 2005 by T. Wainwright Miller who ~~produced the following as~~ identification _____ or is personally know to me, and who ~~did~~/did not take an oath.

[stamp or seal]

 Laurette Raybuck Claypool
My Commission DD152583
Expires October 13, 2006

Laurette Raybuck Claypool
[Signature of Notary]

LAURETTE RAYBUCK CLAYPOOL
[Typed or Printed Name]

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: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

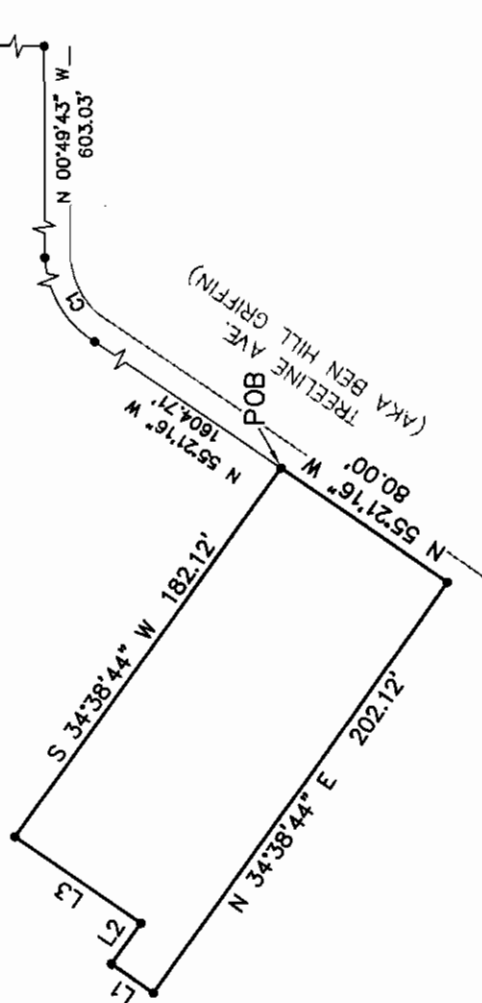
EASEMENT #2



GRAPHIC SCALE



LINE	DIRECTION	DISTANCE
L1	S 55°21'16" E	20.00'
L2	S 34°38'44" W	20.00'
L3	S 55°21'16" E	60.00'



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1475.00'	1403.69'	1351.32'	N 28°05'29" W	54°31'33"

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

PARTY CHIEF:	DATE
DRAWN BY:	DATE
CHECKED BY:	DRAWING NO.
TMM	B-3491-1

REVISE LEGAL DESCRIPTION 9/27/02
 950 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No.1772



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

* NOT A SURVEY *

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN N.89°44'39"W. ALONG THE SOUTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 501.52 FEET TO A POINT ON THE EAST LINE OF TREELINE AVENUE (AKA BEN HILL GRIFFIN); THENCE RUN N.00°49'43"W. ALONG THE EAST LINE OF SAID TREELINE AVENUE (AKA BEN HILL GRIFFIN), FOR A DISTANCE OF 603.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE EAST LINE OF SAID TREELINE AVENUE (AKA BEN HILL GRIFFIN) AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 54°31'33", SUBTENDED BY A CHORD OF 1,351.32 FEET AT A BEARING OF N.28°05'29"W., FOR A DISTANCE OF 1,403.69 FEET TO THE END OF SAID CURVE; THENCE RUN N.55°21'16"W., ALONG THE EAST LINE OF SAID TREELINE AVENUE (AKA BEN HILL GRIFFIN), FOR A DISTANCE OF 1604.71 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.55°21'16"W., ALONG THE EAST LINE OF SAID TREELINE AVENUE (AKA BEN HILL GRIFFIN), FOR A DISTANCE OF 80.00 FEET; THENCE RUN N.34°38'44"E., FOR A DISTANCE OF 202.12 FEET; THENCE RUN S.55°21'16"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.34°38'44"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.55°21'16"E., FOR A DISTANCE OF 60.00 FEET; THENCE RUN S.34°38'44"W., FOR A DISTANCE OF 182.12 FEET TO THE POINT OF BEGINNING; CONTAINING 0.344 ACRE, MORE OR LESS.

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

BEARINGS SHOWN ARE BASED UPON THE SOUTH LINE OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N.89°44'39"W.

HOLE MONTES, INC. IS THE GRANTEE OF CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY *Jerry L. Riffelmacher* JERRY L. RIFFELMACHER P.S.M. #6130 STATE OF FLORIDA

PROJECT NO.

SKETCH AND LEGAL DESCRIPTION

01.079
 REFERENCE NO.
 ACCESS-1