

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

Blue Sheet No. 20050995-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of one (1) utility easement as a donation of a water main and force main extension along the *Emerson Square Entrance Road* which will allow for future development within *Emerson Square*, a planned residential development. This is a developer contributed asset project located on the west side of S. Tamiami Trail approximately 1/2 mile south of Alico Road.

2. What Action Accomplishes:

Places the water main and force main into operation thereby providing adequate infrastructure to support future development of the proposed residential development and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Lee County Utilities requests that the County Manager's office recommend approval of this item.

4. Departmental Category: 10

C10T

5. Meeting Date:

08-02-2005

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]* 7/14/05
 Rick Diaz, P. E., Utilities Director

9. Background:

This project is located within the former Gulf Environmental Services' service area; however, it was built to Lee County Utilities' Standards and Specifications.
 The Board granted permission to construct on 04/27/04, Blue Sheet #20040419.
 The installations have been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed.
 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.
 No connection fees are associated with this project.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 07 TOWNSHIP 46S RANGE 25E DISTRICT #3 COMMISSIONER JUDAH

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Hum. Res.	Other	County Attorney	Budget Services			County Manager / P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i> S. Gilbertson for J. Lavender Date: _____	N/A	N/A	<i>[Signature]</i> T. Osterhout Date: _____	<i>[Signature]</i> S. Coovert Date: _____	<i>[Signature]</i> 7/15/05	<i>[Signature]</i>	<i>[Signature]</i> 7/18/05	<i>[Signature]</i> S. Gilbertson for J. Lavender Date: _____

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 7-15-05
 4:45
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 7/15/05
 7:30 AM

REC'D.
 by CO. ATTY.
 7-15-05
 CO. ATTY.
 FORWARDED TO:
 Co. Mgr.
 7-15-05

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Emerson Roadway Association, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension) and sewer facilities (a force main extension) serving "**EMERSON SQUARE ENTRANCE ROAD**"; 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 **\$185,337.08** 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 Tammy Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE: March 16, 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 force main extension/connection** located in **Emerson Square Entrance Road**
(Name of Development/Project)

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

Very truly yours,

Kevin M. Winter
(Owner or Name of Corporation/Firm)



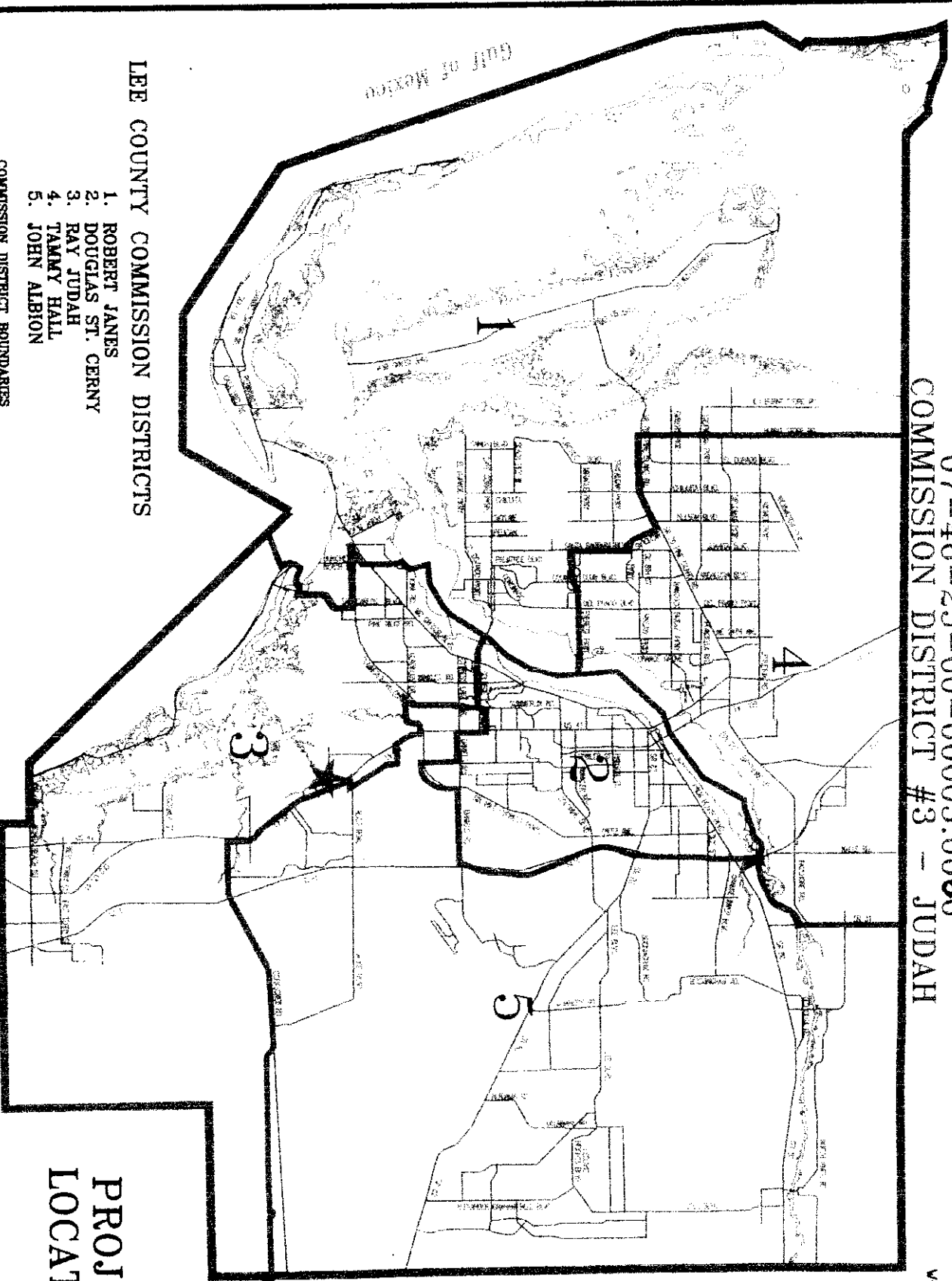
(Signature)

Professional Engineer
(Title)

(Seal of Engineering Firm)

RECEIVED MAR 21 2005

EMERSON SQUARE ENTRANCE ROAD
07-46-25-00-00005.0060
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

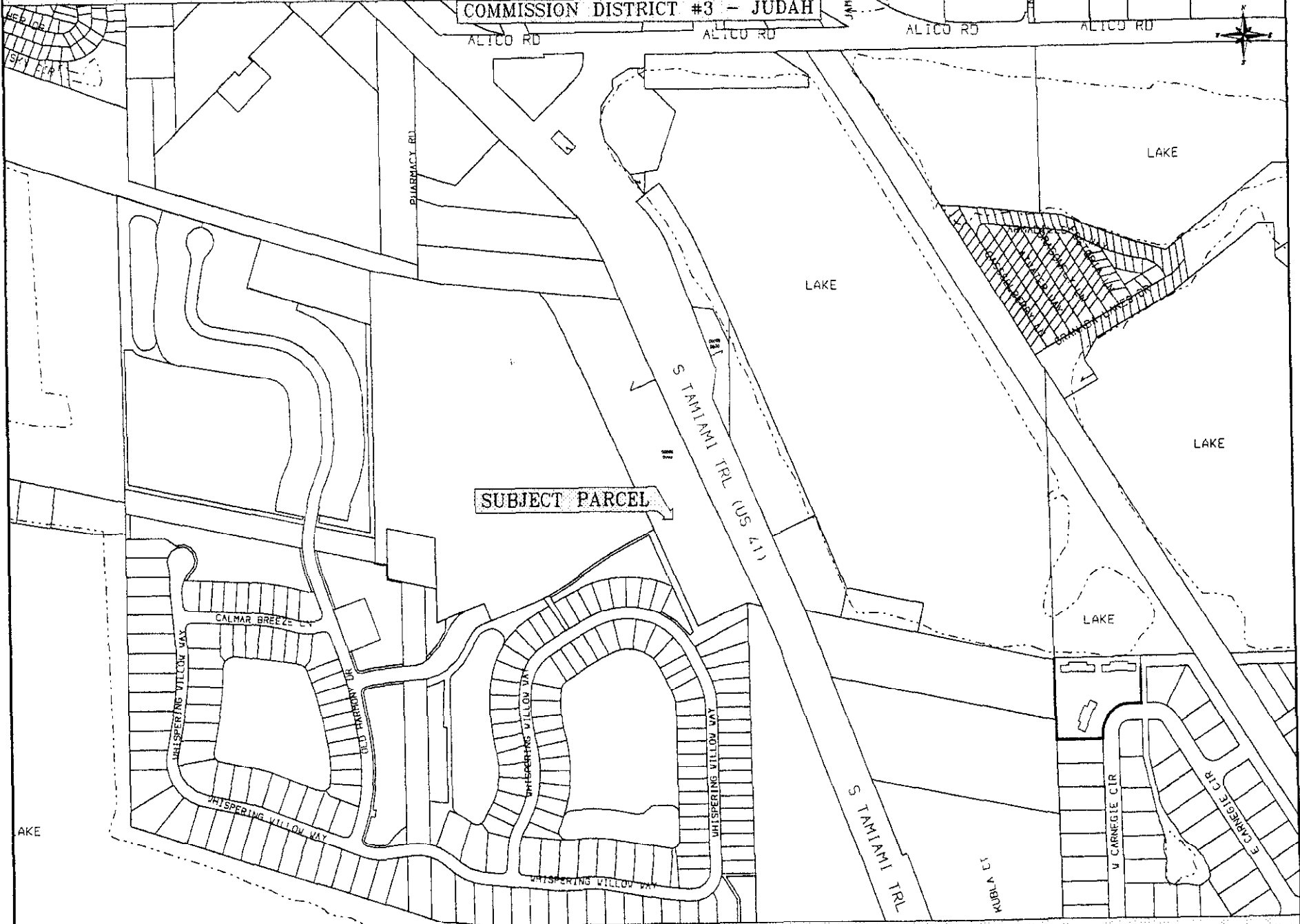
- 1. ROBERT JAMES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

EMERSON SQUARE ENTRANCE ROAD

COMMISSION DISTRICT #3 - JUDAH



SUBJECT PARCEL

07-46-25-00-00005.0000

S TAMiami TRAIL

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of EMERSON SQUARE ENTRANCE ROAD 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.

HALEAKALA CONSTRUCTION INC.

(Name of Owner/Contractor)

BY: 

(Signature of Owner/Contractor)

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 21 st day of MAR, 2005 by Brenda K. Merchant who has produced the following as identification - personally known , and who did not take an oath.


Notary Public Signature



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Linda Mahon
Printed Name of Notary Public

(Notary Seal & Commission Number)

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

[Handwritten Signature]

(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 15 th day of June, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

[Handwritten Signature]

Notary Public Signature

Linda Mahon

Printed Name of Notary Public

DD177119

Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

RECEIVED JUN 24 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)

BRENDA K. MERCHANT AUTHORIZED AGENT
(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

5758 TAYLOR ROAD
(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 15 th day of June, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

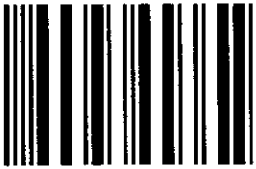
Linda Mahon
Printed Name of Notary Public

DD177119
Notary Commission Number



(NOTARY SEAL)

RECEIVED JUN 24 2005



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 0123456789

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

07462500000050050

2. Mark (x) all
that apply Multi-parcel
transaction? →

Transaction is a split
or cutout from
another parcel? →

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

3. Grantor (Seller): **EASEMENT DONATION BY: EMERSON ROADWAY ASSOCIATION, INC.**

Last First MI Corporate Name (if applicable)
3838 TAMiami TRAIL N. - #300 NAPLES FL 34103
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 Sale/Transfer Price Property Located In
8 / 2 / 2005 \$ \$10 . 00 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:
YES / NO
\$. 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
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
\$. 70

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

If the taxpayer is not the grantor, the grantor is not the taxpayer and the taxpayer is not the grantor. The taxpayer is the person who is liable for the tax. The taxpayer is the person who is liable for the tax. The taxpayer is the person who is liable for the tax.

Signature of Grantor or trustee or Agent Date **2/14/05**

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	
Month Day Year	

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.

0 1 2 3 4 5 6 7 8 9

0123456789

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

07462500000050050

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY: EMERSON ROADWAY ASSOCIATION, INC.

Last First MI Corporate Name (if applicable)
3838 TAMiami TRAIL N. - #300 NAPLES FL 34103

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

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code
8 2 2005 \$ \$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
 \$ 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

I warrant and certify that the information furnished on this form is true and correct to the best of my knowledge and belief, and that I am not aware of any material misstatements or omissions.

Signature of Grantor or Grantee or Agent _____ Date **7/14/05**

Notary Public for the State of Florida, My Commission Expires _____

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

This copy to Department of Revenue

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department) SUE GULLEDGE

V#111463
BS 20050995-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for EMERSON SQUARE ENTRANCE ROAD project.

ACCOUNT NO. OD53607487.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING, WITH COPY TO SUE GULLEDGE, UTL.

Sue Gullledge
SUE GULLEDGE
7-14-05

Signature Authorization

B. SERVICE RECEIVED:
RECORDING

EASEMENT: EMERSON ROADWAY ASSN INC

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE

RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

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

REC'D

ENTERED

CUST. #

500283

INV. #

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

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

Strap Number:
07-46-25-00-00005.0050

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2005, by and between EMERSON ROADWAY ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as GRANTOR, 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.

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 covenants that it is 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 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, its 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 in violation of paragraph 3. Within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

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

H.P.S. B...

[1st Witness' Signature]

HEATHER S. BIRMINGHAM

[Type or Print Name]

EMERSON ROADWAY
ASSOCIATION, INC., a Florida not
for profit corporation

By: Kenneth D. Goodman

Kenneth D. Goodman, President

Mary H. Giustizia

[2nd Witness' Signature]

MARY H. GIUSTIZIA

[Type or Print Name]

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was signed and acknowledged before me this 4th day of March, 2005, by KENNETH D. GOODMAN, as President for EMERSON ROADWAY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He is personally know to me, and who did/did not take an oath.

[stamp or seal]



Mary H. Giustizia

[Signature of Notary]

MARY H. GIUSTIZIA

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

October 12, 2004

DESCRIPTION**ENTRANCE ROAD
(80 FOOT WIDE)
A PARCEL IN
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A parcel of land (80 feet wide) lying in Section 7, Township 46 South, Range 25 East, Lee County, Florida; said parcel being more particularly described as follows:

Commencing at the southeast corner of the southwest quarter (SW ¼) of the northeast quarter (NE ¼) of said section; thence run North 00°44'18" West along the east line of said southwest quarter (SW ¼) of said northeast quarter (NE ¼) for 149.24 feet to an intersection with the westerly right-of-way line of Tamiami Trail (U.S. 41), (200 feet wide); thence run North 24° 23' 10" West along said right-of-way line for 279.56 feet to the Point of Beginning; from said Point of Beginning thence run South 65° 36' 50" West for 72.84 feet to the point of curvature of a tangent curve to the right; thence run westerly along the arc of said curve to the right having a radius of 311.00 feet (delta 10°23'22") (chord bearing South 70° 48' 31" West) (chord 56.32 feet) for 56.39 feet; thence run South 76° 00' 13" West for 58.44 feet to the point of curvature of a tangent curve to the left; thence run westerly along the arc of said curve to the left having a radius of 266.00 feet (delta 10°23'22") (chord bearing South 70° 48' 32" West) (chord 48.17 feet) for 48.23 feet; thence run South 65° 36' 50" West for 65.63 feet to the point of curvature of a tangent curve to the left; thence run southwesterly along the arc of said curve to the left having a radius of 1800.00 feet (delta 12°15'13") (chord bearing South 59° 29' 14" West) (chord 384.22 feet) for 384.96 feet to a point of reverse curvature of a tangent curve to the right; thence run southwesterly along an arc of said reverse curve to the right having a radius of 1000.00 feet (delta 15°17'36") (chord bearing South 61° 00' 25" West) (chord 266.13 feet) for 266.92 feet; thence run South 68° 39' 13" West for 149.52 feet; thence run North 21° 20' 47" West for 80.00 feet; thence run North 68° 39' 13" East for 149.52 feet to a point of curvature of a tangent curve to the left; thence run northeasterly along an arc of said curve to the left having a radius of 920.00 feet (delta 15°17'36") (chord bearing North 61° 00' 25" East) (chord 244.84 feet) for 245.57 feet to a point of reverse curvature of a tangent curve to the right; thence run northeasterly along an arc of said curve to the right having a radius of 1880.00 feet (delta 12°15'13") (chord bearing North 59° 29' 14" East) (chord 401.30 feet) for 402.07 feet; thence run North 65° 36' 50" East for 300.00 feet to an intersection with the aforementioned right-of-way line of Tamiami Trail; thence run South 24° 23' 10" East along said right-of-way line for 100.00 feet to the Point of Beginning.

Parcel contains 91,049 square feet or 2.09 acres, more or less.

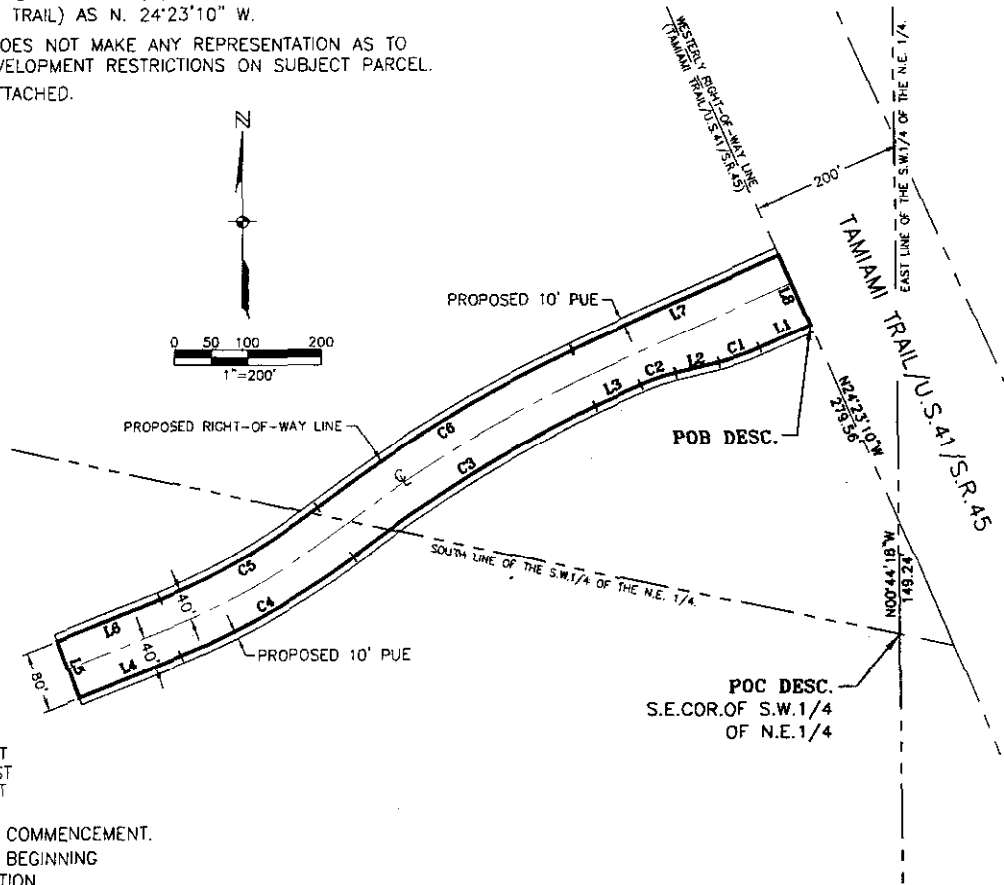
SUBJECT TO easements, restrictions and reservations of records.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based by fixing the easterly right-of-way line of U.S. 41 (Tamiami Trail) as N 24° 23' 10" W.

Sketches\Entrance Road Parcel\Entrance Road Sketch-New.dwg (LEGAL ROW) KLL Oct 13, 2004 - 10:54am

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND ARE BASED BY FIXING THE EASTERLY RIGHT-OF-WAY LINE U.S.41 (TAMIAMI TRAIL) AS N. 24°23'10" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. DESCRIPTION ATTACHED.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	311.00'	10°23'22"	S70°48'31"W	56.32'	56.39'
C2	266.00'	10°23'22"	S70°48'32"W	48.17'	48.23'
C3	1800.00'	12°15'13"	S59°29'14"W	384.22'	384.96'
C4	1000.00'	15°17'36"	S61°00'25"W	266.13'	266.92'
C5	920.00'	15°17'36"	N61°00'25"E	244.84'	245.57'
C6	1880.00'	12°15'13"	N59°29'14"E	401.30'	402.07'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°36'50"W	72.84'
L2	S76°00'13"W	58.44'
L3	S65°36'50"W	65.63'
L4	S68°39'13"W	149.52'
L5	N21°20'47"W	80.00'
L6	N68°39'13"E	149.52'
L7	N65°36'50"E	300.00'
L8	S24°23'10"E	100.00'

LEGEND:

- N.E. = NORTHEAST
- S.W. = SOUTHWEST
- S.E. = SOUTHEAST
- COR = CORNER
- POC = POINT OF COMMENCEMENT.
- POB = POINT OF BEGINNING
- DESC. = DESCRIPTION

THIS IS NOT A SURVEY

(Signature)

MICHAEL A. WARD (FOR THE FIRM EB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 8301

DATE SIGNED: 10/12/04
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARCEL IN
 SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST



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

**SKETCH TO ACCOMPANY
 DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/12/04	20023559	7-46-25	1"=200'	1