

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

Blue Sheet No. 20061195-UTL

**1. Action Requested/Purpose:**

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of a water main extension to provide potable water service and fire protection to *Tara Woods, Phase 3A*, a phased residential development. This is a Developer Contributed asset project located on the southeast corner of North Tamiami Trail and Nalle Grade 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 – Utilities **C10D**

**5. Meeting Date:** OCT 03 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: *D. L. Y. For D. Meurer*  
**Douglas L. Meurer, P.E., Director** 9-14-06

**9. Background:**

The Board granted permission to construct on 11-25-03, Blue Sheet #20031289  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory pressure and bacteriological testing has been completed.  
 Record drawings have been received.  
 Engineer's Certification of Completion has been provided—copy attached.  
 Project Location Map—copy attached.  
 Warranty has been provided—copy attached.  
 Waiver of Lien has been provided—copy attached.  
 Certification of Contributed Assets has been provided—copy attached.  
 100% of the connection fees have been paid.  
 Sanitary sewer service is provided by North Fort Myers Utilities.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 09 TOWNSHIP 43S RANGE 24E DISTRICT # 4 COMMISSIONER HALL

**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>J. Lavender</i> Date: 9-15-06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 9/14	<i>S. Covert</i> S. Covert Date: 9/19/06	<i>rk</i> 9-19-06	<i>rk</i> 9/19/06	<i>RK for R6</i> 9/19	<i>J. Lavender</i> Date: 9-15-06	

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *rk*  
 9/19/06 11:48 AM  
 COUNTY ADMIN FORWARDED TO: *rk*  
 9/20/06 P.R. *rk*  
 10:30

Rec. by CoAtty  
 Date: 9/18/06  
 Time: 4:00pm  
 Forwarded To: *gary adams*  
 9/19/06 11:23am

RESOLUTION NO.

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

WHEREAS, it is the desire of **"Tara Woods SPE, LLC, a Delaware Limited Liability Company, successor to Tara Woods Real Estate Trust"**, owner of record, to make a contribution to Lee County Utilities of water facilities **(a water main extension)**, serving **"TARA WOODS, PHASE 3A"**; 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 **\$105,159.61** 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 20061195-UTL**

COPY

LETTER OF COMPLETION

DATE: 7/26/2005

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 water service(s) and fire hydrant(s)** located in  
**Tara Woods Phase 3A**  
(Name of Development/Project)

was designed by me and has been constructed in conformance with:  
**the approved plans and the approved specifications**

Upon completion of the work, we observed the following successful tests of the facilities:  
**Pressure Test(s) - Water Main and Bacteriological Test**

Very truly yours,

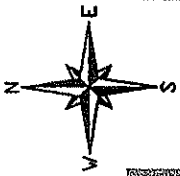
Jim G. Jack, Ink Engineering, a division of LBFH, Inc.  
(Owner or Name of Corporation/Firm)

  
\_\_\_\_\_  
(Signature)

Vice President  
(Name and Title)

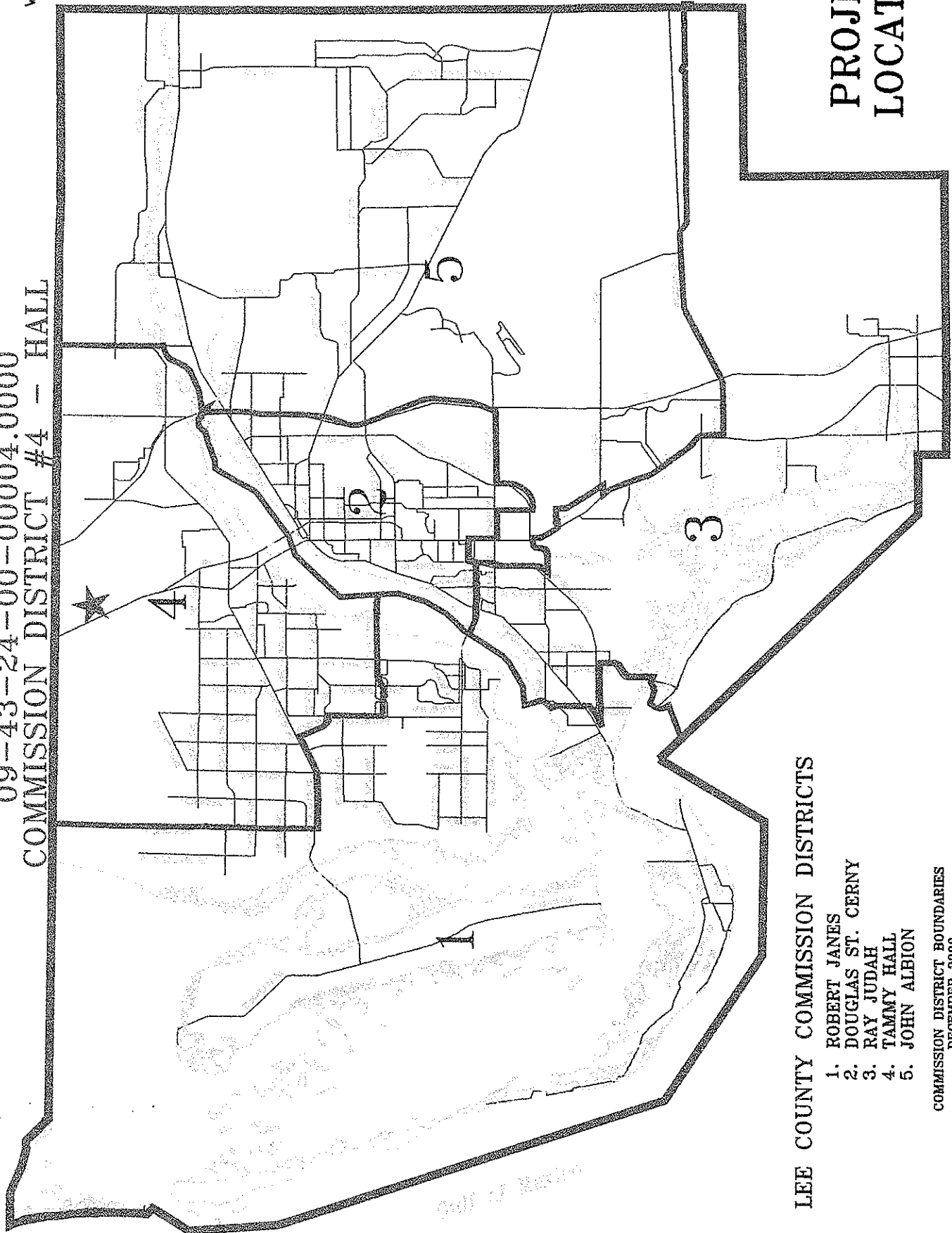
(Seal of Engineering Firm)

COPY



TARA WOODS, PHASE 3-A  
09-43-24-00-00004.0000  
COMMISSION DISTRICT #4 - HALL

PROJECT  
LOCATION



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

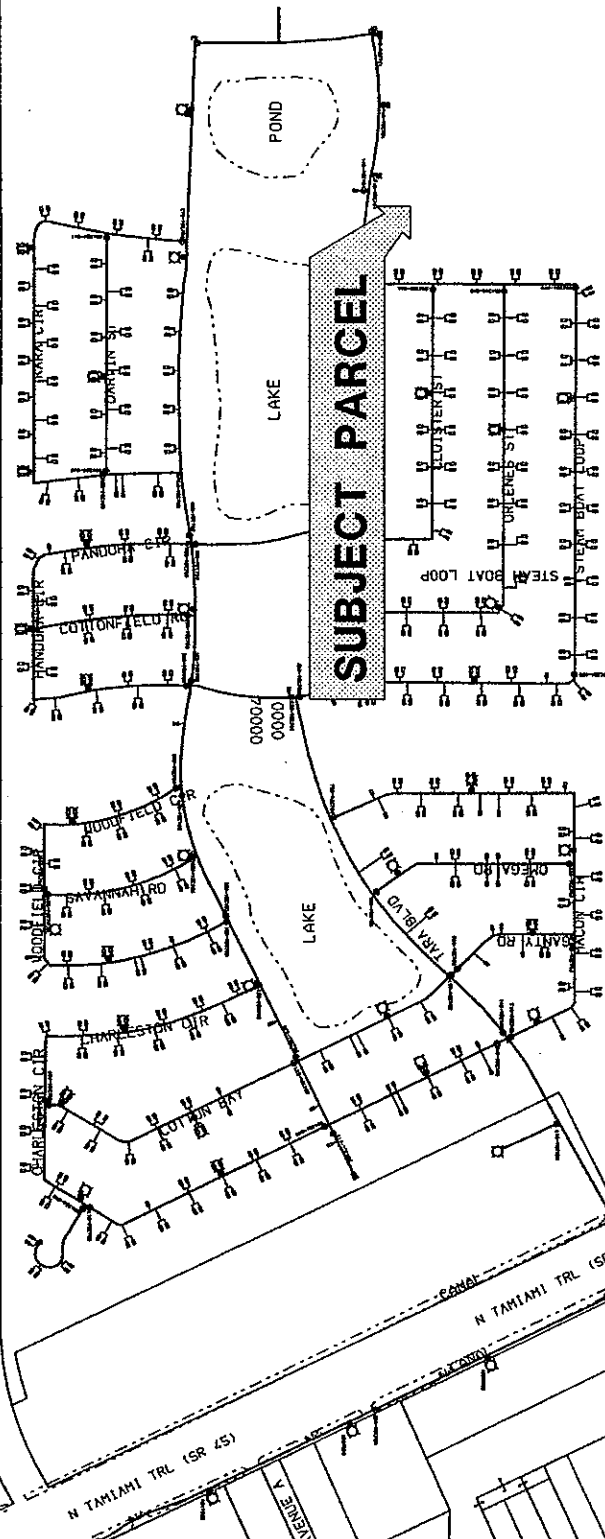
TARA WOODS - PHASE 3-A

COMMISSION DISTRICT #4 - HALL



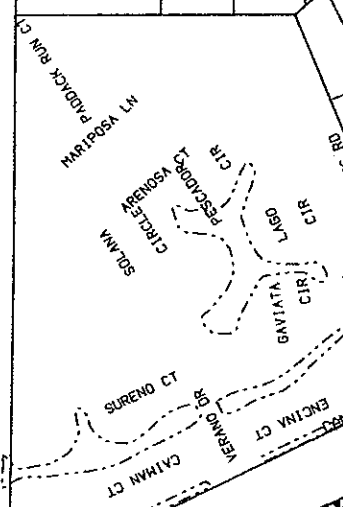
NALLE GRADE EXT

NALLE GRADE EXT



NORTH RD

NORTH RD



POTOMAC CIRCLE & AMELIA RD NE 09-43-24-00-00004.0000

COPY

11.2

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of Tara Woods Phase 3A 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.

Haskins Inc.

\_\_\_\_\_  
(NAME OF OWNER/CONTRACTOR)

BY: 

\_\_\_\_\_  
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL )

) SS:

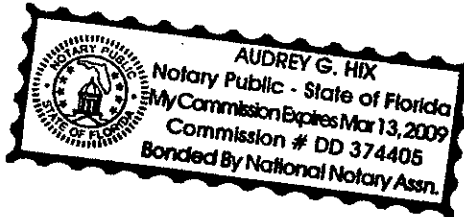
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 29 th day of APR, 2005 by Joel Chmbers who has produced the following as identification - na , and who did not take an oath.

  
\_\_\_\_\_  
Notary Public Signature

Audrey Hix  
Printed Name of Notary Public

(Notary Seal & Commission Number)



LEE COUNTY  
SOUTHWEST FLORIDA  
(Forms - Warranty - LCU 07/01/96 OPS Manual)

RECEIVED JUL 29 2005

COPY

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of  
One Hundred Five Thousand One Hundred Fifty Nine Dollars and Sixty One Cents(\$105,159.61 )  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to  
Tara Woods Real Estate Trust on the job of Tara Woods Phase 3A to the following described property:

Tara Woods Phsae 3A  
(Name of Development/Project)

water distribution system  
(Facilities Constructed)

Potomac Circle and Amelia Road  
(Location)

09 43-24-00-00004.0000  
(Strap # or Section, Township & Range)

Dated on: July 31, 2006

By: [Signature]  
(Signature of Authorized Representative)

Haskins, Inc  
(Name of Firm or Corporation)

By: Joel Chambers  
(Print Name of Authorized Representative)

10956 Enterprise Ave.  
(Address of Firm or Corporation)

Title: Operations Manager

Bonita Springs, FL 34135-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)947-3857 Ext.

Fax#: (239)947-3857

STATE OF FL )  
) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 31 th day of July, 2006 by Joel Chambers who is personally known to me - \_\_\_\_\_, and who did not take an oath.

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)

JOYCE D BOLT  
(Printed Name of Notary Public)

## CERTIFICATION OF CONTRIBUTORY ASSETS

**PROJECT NAME:** Tara Woods Phase 3A

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**STRAP NUMBER:** 09 43 24-00-00004.0000

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**LOCATION:** Potomac Circle and Amelia Road  
(n/k/a Tara Woods SPE, LLC)

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**OWNER'S NAME:** (as shown on Deed) Rees F. Davis Jr., as Trustee of Tara Woods Real Estate Trust

---

**OWNER'S ADDRESS:** c/o Hometown America, L.L.C., 150 N. Wacker Dr., Suite 900

---

**OWNER'S ADDRESS:** Chicago, IL 60606-

---

### TYPE UTILITY SYSTEM: POTABLE WATER

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

### DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTIT Y</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
FIRE HYDRANT ASSEMBLY		4.0	EA	\$3,497.50	\$13,990.00
PVC C-900 DR-18 WATER MAIN	8"	1,425.0	LF	\$21.90	\$31,207.50
CL-50 DIP WATER MAIN	8"	340.0	LF	\$37.55	\$12,767.00
SINGLE WATER SERVICE/COMPLETE WATER MAIN		14.0	EA	\$927.12	\$12,979.68
DOUBLE WATER SERVICE/COMPLETE		18.0	EA	\$1,173.84	\$21,129.12
GATE VALVE	8"	3.0	EA	\$1,528.77	\$4,586.31
TAPPING SLEEVE W/VALVE WATER MAIN	6"	2.0	EA	\$3,500.00	\$7,000.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$1,500.00	\$1,500.00
<b>TOTAL</b>					<b>\$105,159.61</b>





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

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)

JOEL CHAMBERS, OPERATIONS MANAGER  
(Name & Title of Certifying Agent)

Haskins, Inc.  
(Name of Firm or Corporation)

10956 Enterprise Avenue  
(Address of Firm or Corporation)

Bonita Springs, FL 34135 -

STATE OF FL )  
                  ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 31st day of July, 2006 by JOEL CHAMBERS who is personally known to me - \_\_\_\_\_, and who did not take an oath.

[Signature]  
Notary Public Signature

Joyce D Bolt  
Printed Name of Notary Public

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

\_\_\_\_\_  
Notary Commission Number

(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

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

09432400000040000

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:**

**BS 20061195**

**TARA WOODS SPE, LLC**

Last First  
**150 N. WACKER DR. #2800**

City MI  
**CHICAGO**

State Zip Code  
**IL 60606**

Mailing Address  
**THOM OSTERHOUT**

City  
**AS AGENT:**

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

4. Grantee (Buyer):

Last First  
**P. O. BOX 398**

City MI  
**FT. MYERS**

State Zip Code  
**FL 33902**

Mailing Address

City Sale/Transfer Price

State Zip Code Phone No.

5. Date of Sale/Transfer

Month Day Year  
**10 03 2006**

\$

**\$10**

**. 00**

Property Located In 46 County Code

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:  
 (Round to the nearest dollar.) \$

YES  NO   
**. 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  \$

\$

**0.70**

Cents  
**. 00**

12. Amount of Documentary Stamp Tax

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

YES  NO

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

Signature of Grantor or Grantee or Agent

Date **9/14/06**

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
<b>This copy to Department of Revenue</b>	
O. R. Book	<input type="text"/>
and	<input type="text"/>
Page Number	<input type="text"/>
and	<input type="text"/>
File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month	Day
	Year

**This copy to Department of Revenue**

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

***Sue Gullette***

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

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20061195-UTL**

**PROJECT NAME: TARA WOODS, PHASE 3A**

**EASEMENT NAME: TARA WOODS SPE LLC**

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

Strap Number(s):

**09-43-24-00-00004.0000**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between "TARA WOODS SPE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR TO TARA WOODS REAL ESTATE TRUST," 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 20061195-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 matters of record including but not limited to 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 claiming by, through or under GRANTOR.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any actual 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.

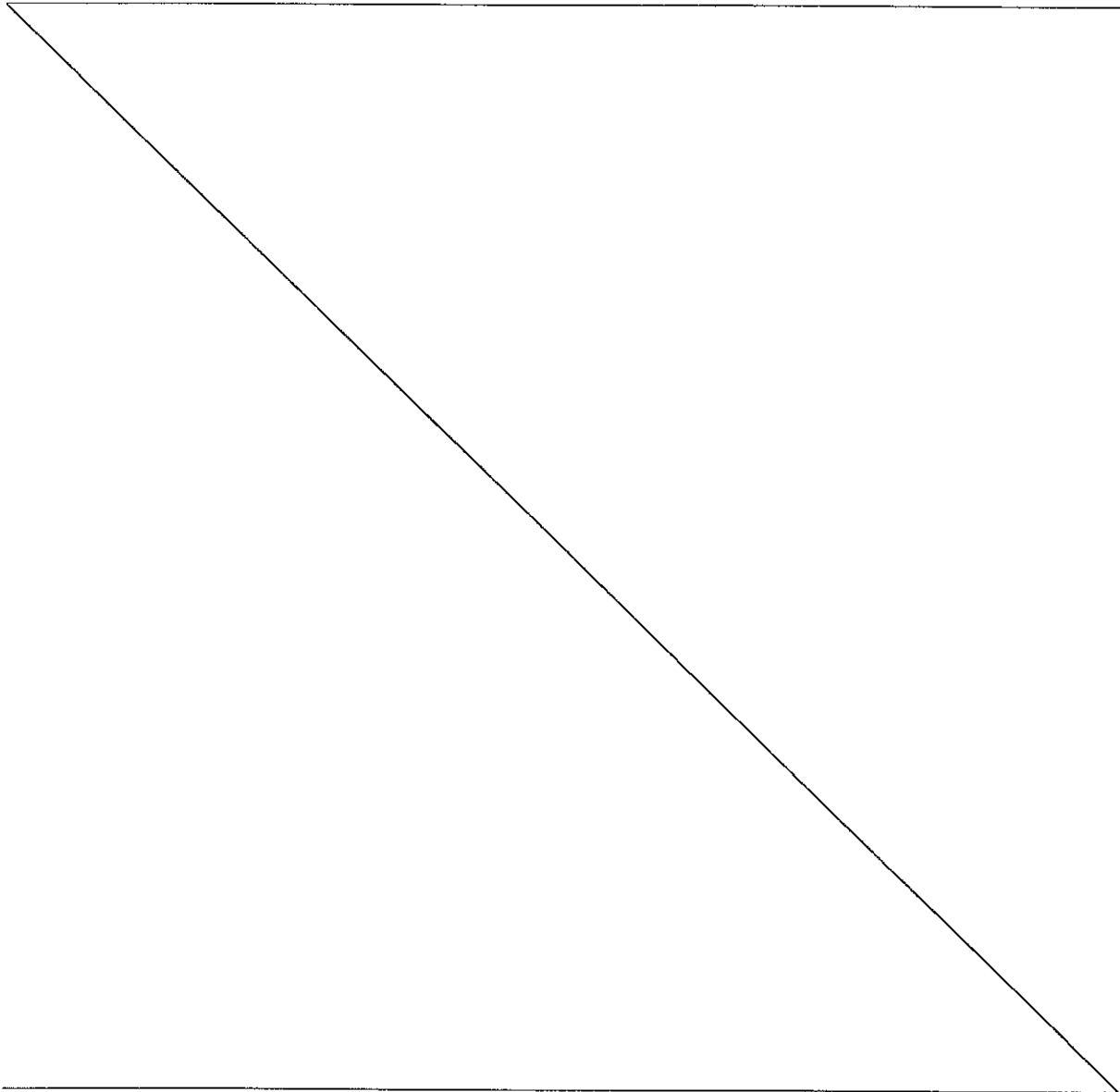
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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.

Nancy Nagel  
[1<sup>st</sup> Witness' Signature]

TARA WOODS SPE LLC, a Delaware limited liability company, successor by merger with Tara Woods Real Estate Trust

Nancy Nagel  
[Type or Print Name]

By: Hometown Residential Manager, L.L.C., a Delaware limited liability company, its manager

Michael Allen  
[1<sup>st</sup> Witness' Signature]

By: Richard G. Cline Jr.  
Name: Richard G. Cline Jr.  
Title: Chief Executive Officer

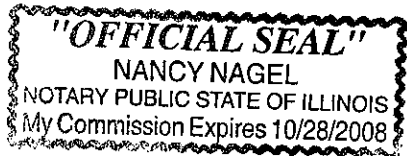
Michael Allen  
[Type or Print Name]

STATE OF ILLINOIS  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2005, by Richard G. Cline, Jr., as Chief Executive Officer of Hometown Residential Manager, L.L.C., which is the manager of Tara Woods SPE LLC, a Delaware limited liability company, successor by merger with Tara Woods Real Estate Trust, on behalf of the partnership, who is personally known to me.

[stamp or seal]

Nancy Nagel  
[Signature of Notary]  
Nancy Nagel  
[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  
Scott S. Coover, Esquire

**BCLS**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**UTILITY EASEMENT**  
**TARA WOODS PHASE 3A**

A PORTION OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWESTELY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4091 AT PAGE 4465 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.89°45'25"E. ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 3,106.59 FEET; THENCE N.00°14'35"E., A DISTANCE OF 854.98 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°14'35"E., A DISTANCE OF 40.00 FEET; THENCE S.89°45'25"E., A DISTANCE OF 177.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 859.49 FEET, A CENTRAL ANGLE OF 03°49'19", A CHORD BEARING OF S.87°50'45"E., AND A CHORD LENGTH OF 57.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 57.33 FEET TO THE END OF SAID CURVE; THENCE S.85°56'06"E., A DISTANCE OF 85.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 15°29'04", A CHORD BEARING OF N.86°19'22"E., AND A CHORD LENGTH OF 171.09 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 171.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 14°06'00", A CHORD BEARING OF N.85°37'50"E., AND A CHORD LENGTH OF 153.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 153.81 FEET TO THE END OF SAID CURVE; THENCE S.02°40'50"W., A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 585.00 FEET, A CENTRAL ANGLE OF 14°06'00", A CHORD BEARING OF S.85°37'50"W., AND A CHORD LENGTH OF 143.60 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 04°18'35", A CHORD BEARING OF S.80°44'08"W., AND A CHORD LENGTH OF 50.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 50.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 25.00 FEET,

A CENTRAL ANGLE OF 82°38'50", A CHORD BEARING OF S.41°34'00"W., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 36.06 FEET TO THE END OF SAID CURVE; THENCE S.00°14'35"W., A DISTANCE OF 596.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.44°45'25"E., AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S.89°45'25"E., A DISTANCE OF 70.00 FEET; THENCE S.00°14'35"W., A DISTANCE OF 40.00 FEET; THENCE N.89°45'25"W., A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.44°45'25"W., AND A CHORD LENGTH OF 91.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 102.10 FEET TO THE END OF SAID CURVE; THENCE N.00°14'35"E., A DISTANCE OF 600.00 FEET TO A POINT HERINAFTER REFERRED TO AS "POINT A", THE SAME BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.44°45'25"W., AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N.89°45'25"W., A DISTANCE OF 132.50 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE AFOREMENTIONED "POINT A"; THENCE S.87°59'17"E., A DISTANCE OF 40.02 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THE SAME BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°49'19", A CHORD BEARING OF N.47°09'15"E., AND A CHORD LENGTH OF 36.51 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 40.94 FEET TO THE END OF SAID CURVE; THENCE S.85°56'06"E., A DISTANCE OF 93.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 03°47'19", A CHORD BEARING OF S.87°49'46"E., AND A CHORD LENGTH OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°58'00", A CHORD BEARING OF S.44°44'25"E., AND A CHORD LENGTH OF 35.35 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.26 FEET TO THE END OF SAID CURVE ; THENCE S.00°14'35"W., A DISTANCE OF 590.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.45°14'35"W., AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N.89°45'25"W., A DISTANCE OF 140.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF

25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.44°45'25"W., AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N.00°14'35"E., A DISTANCE OF 598.76 FEET TO THE **POINT OF BEGINNING**.

BEARINGS REFER TO AN ASSUMED BEARING OF S.89°45'25"E. ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4091 AT PAGE 4465 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



07/30/05

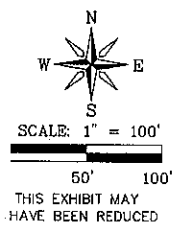
STEPHEN E. BERRY, STATE OF FLORIDA, (P.S.M. #5296)  
BBLs SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED BY SEB

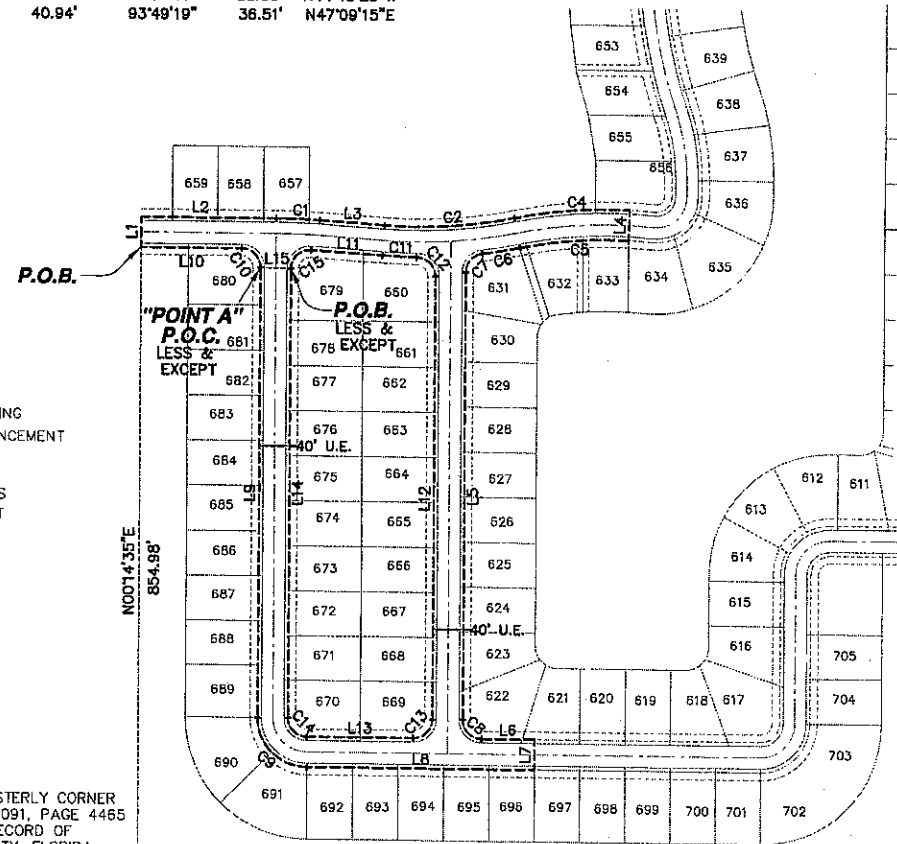
(SEE ATTACHED SKETCH 0401 TRACT R-2 LS)

COPY

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	859.49'	57.33'	3°49'19"	57.32'	S87°50'45"E
C2	635.00'	171.61'	15°29'04"	171.09'	N86°19'22"E
C4	625.00'	153.81'	14°06'00"	153.42'	N85°37'50"E
C5	585.00'	143.96'	14°08'00"	143.60'	S85°37'50"W
C8	675.00'	50.77'	4°18'35"	50.76'	S80°44'08"W
C7	25.00'	36.06'	82°38'50"	33.02'	S41°34'00"W
C8	25.00'	39.27'	90°00'00"	35.36'	S44°45'25"E
C9	65.00'	102.10'	90°00'00"	91.92'	N44°45'25"W
C10	25.00'	39.27'	90°00'00"	35.36'	N44°45'25"W
C11	675.00'	44.63'	3°47'19"	44.63'	S87°49'45"E
C12	25.00'	39.26'	89°58'00"	35.35'	S44°44'25"E
C13	25.00'	39.27'	90°00'00"	35.36'	S45°14'35"W
C14	25.00'	39.27'	90°00'00"	35.36'	N44°45'25"W
C15	25.00'	40.94'	93°49'19"	36.51'	N47°09'15"E



- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - P.B. PLAT BOOK
  - PGS. PAGES
  - O.R. OFFICIAL RECORDS
  - U.E. UTILITY EASEMENT



LINE	BEARING	LENGTH
L1	N00°14'35"E	40.00
L2	S89°45'25"E	177.50
L3	S85°56'06"E	85.99
L4	S02°40'50"W	40.00
L5	S00°14'35"W	596.70
L6	S89°45'25"E	70.00
L7	S00°14'35"W	40.00
L8	N89°45'25"W	300.00
L9	N00°14'35"E	600.00
L10	N89°45'25"W	132.50
L11	S85°56'06"E	93.96
L12	S00°14'38"W	590.94
L13	N89°45'25"W	140.00
L14	N00°14'35"E	598.76
L15	S87°59'17"E	40.02

**NOTES:**

- 1.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S89°45'25"E ALONG THE SOUTHERLY LINE OF PARCEL DESCRIBED IN O.R. 4091, PAGE 4465.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

**THIS IS NOT A SURVEY**

**SHEET 4 OF 4**

SCALE: 1" = 200' APPROVED: SEB DRAWN BY: SEB FILE: DATE: 06/29/05	<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION          UTILITY EASEMENT-TARA WOODS PHASE III A</b>  <b>A PORTION OF SECTION 10, TOWNSHIP 43          SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.</b>	<b>BBL SURVEYORS &amp; MAP'S INC.</b>  <b>1502-A RAIL HEAD BLVD.</b> <b>NAPLES, FLORIDA 34110 (239) 597-1315</b>
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