

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

Blue Sheet No. 20061205-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of one 6" diameter fire line, one fire hydrant, 3 potable water services and a water main relocation to provide potable water service and fire protection to *Mariner's Cove*, a recently constructed multi-family residential development. This is a Developer contributed asset project, which is located approximately 2000' south of the intersection of Bayshore Road and Indian Creek 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 -

CIDA

5. Meeting Date:

OCT 17 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: Douglas L. Meurer 9-28-2006
 Douglas L. Meurer, P.E., Director

9. Background:

Water main relocations, Fire lines, fire hydrants and water services do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing has been completed.
 Record drawings have been received.
 Engineer's Certification of Completion has been provided—copy attached.
 Project Location Map—copy attached.
 Warranty has been provided—copy attached.
 Waiver of Lien has been provided—copy attached.
 Certification of Contributed Assets has been provided—copy attached.
 100% of the connection fees have been paid.
 Sanitary sewer service is provided by North Fort Myers Utilities Incorporated.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 31 TOWNSHIP 43S RANGE 25E 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.	
<u>J. Lavender</u> Date: _____	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>9/28</u>	<u>S. Covert</u> S. Covert Date: <u>10/2/06</u>	<u>RK FOR EW</u> 10/3	<u>10/3</u>	<u>10/3/06</u>	<u>10/3/06</u>	<u>J. Lavender</u> Date: <u>10-2-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN. 10/3/06 11:40 AM
 COUNTY ADMIN. FORWARDED TO: 10/4/06 P. Res 10130

Rec. by CoAtty
 Date: 10/2/06
 Time: 3:50pm
 Forwarded To: City Admin
 10/3/06 9:50am

RESOLUTION NO.

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

WHEREAS, it is the desire of "**Mariner's Cove at Riverbend Condominium Association, Inc**", owner of record, to make a contribution to Lee County Utilities of water facilities (**one six inch diameter fire line, one fire hydrant, 3 water services, potable water and fire protection**), serving "**Mariner's Cove**"; 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 **\$14456.00** 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 20061205-UTL

LETTER OF COMPLETION

COPY

DATE: 6/8/2005

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

Gentlemen:

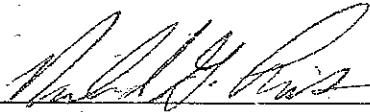
This is to certify that the **water distribution** system located in
Mariner's Cove
(Name of Development)

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

Very truly yours,

Richard G. Lewis, P.E.
(Owner or Name of Corporation)



(Signature)

Principal Engineer
(Title)

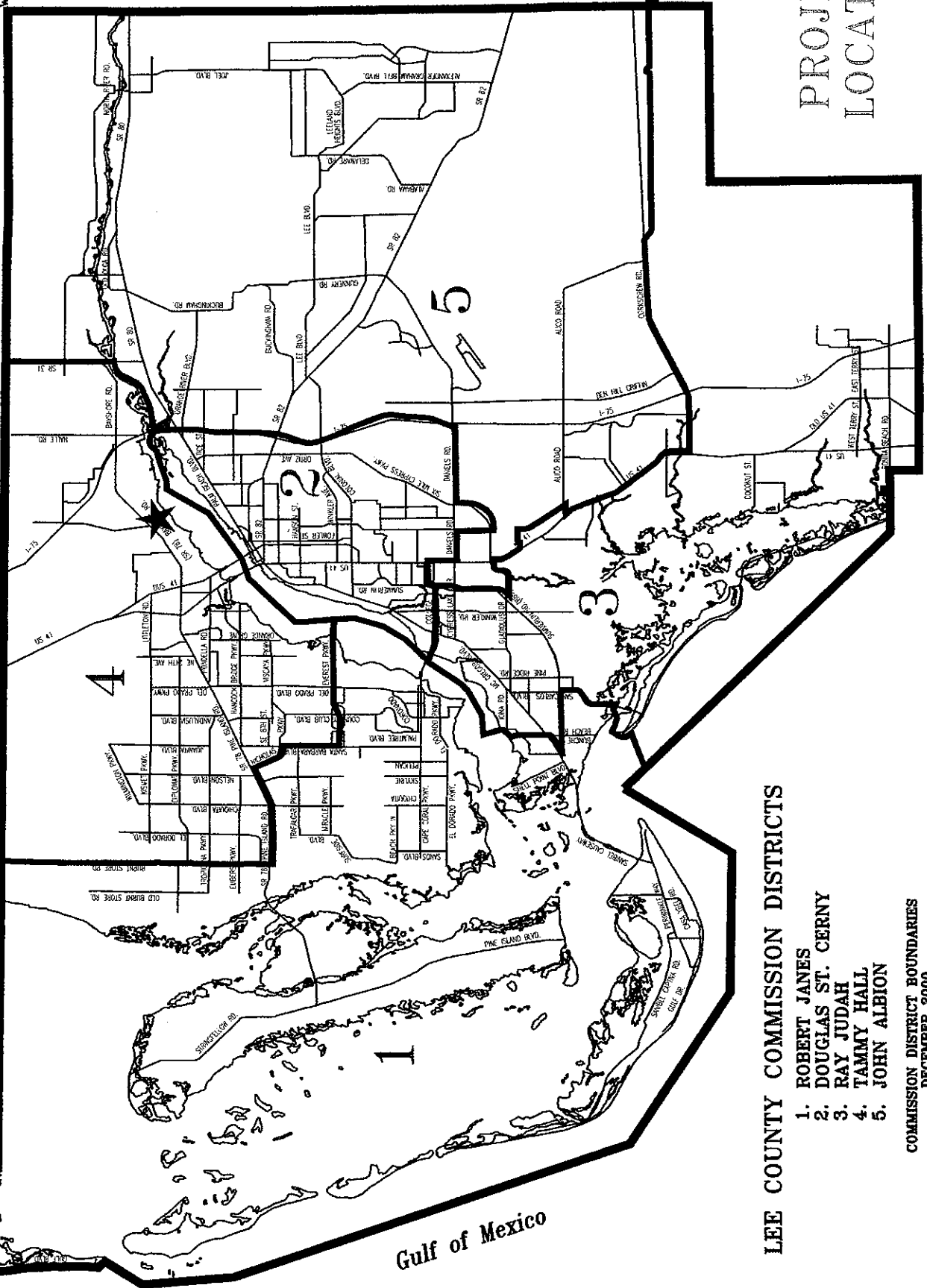
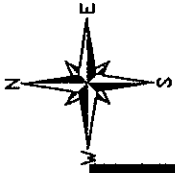
(Seal of Engineering Firm)

RECEIVED SEP 15 2005

COPY

**PROJECT
LOCATION**

**MARINER'S COVE
31-43-25-31-00000.00CE
COMMISSION DISTRICT # 4 - TAMMY HALL**



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**

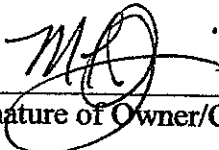
Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Mariner's Cove 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.

Mark Justice, MAJ Contracting, 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 28 th day of JULY, 2006 by Mark Justice who is personally known to me - N/A , and who did not take an oath.


Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 **Anthony Stefanacci**
Commission #DD373731
Expires: NOV. 21, 2008
Bonded Thru Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

COPY

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

The undersigned lienor, in consideration of the final payment in the amount of Fourteen Thousand Four Hundred fifty-six dollars and no cents(\$14,456.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Mariners Cove at Riverbend Condominium Association, Inc. on the job of Mariner's Cove to the following described property:

Mariner's Cove
(Name of Development/Project)

water distribution system
(Facilities Constructed)

15250/ 15256 Riverbend Blvd. N Ft Myers, FL 33917
(Location)

31-43-25-31-00000.00CE
(Strap # or Section, Township & Range)

Dated on: August 4, 2006

By: [Signature]
(Signature of Authorized Representative)

MAJ Contracting, Inc.
(Name of Firm or Corporation)

By: Mark Justice
(Print Name of Authorized Representative)

10920 Wiles Rd.
(Address of Firm or Corporation)

Title: President


Coral Springs, FL 33076
(City, State & Zip Of Firm Or Corporation)

Phone #: (954)344-4330 Ext.

Fax#: (954)344-4220

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 4 th day of August, 2006 by Mark Justice who is personally known to me - N/A , and who did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
 **Anthony Stefanacci**
Commission # DD373721
Expires: NOV 21, 2008
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Anthony Stefanacci
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Mariner's Cove

STRAP NUMBER: 31-43-25-31-00000.00CE

LOCATION: 15250 & 15256 Riverbend Blvd. N Ft Myers, FL 33917

OWNER'S NAME: (as shown on Deed) Mariners Cove at Riverbend Condominium Association, Inc.

OWNER'S ADDRESS: 3800 Steeles Ave. W Bldg STE 400

OWNER'S ADDRESS: Woodbridge, ON L4L -4G9

TYPE UTILITY SYSTEM: POTABLE WATER

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

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
CL-50 DIP WATER MAIN	8"	265.0	LF	\$15.00	\$3,975.00
FIRE HYDRANT ASSEMBLY WATER MAIN	6"	1.0	EA	\$2,000.00	\$2,000.00
ASSORTED FITTINGS WATER MAIN	8"	1.0	LS	\$750.00	\$750.00
SINGLE WATER SERVICE/COMPLETE WATER MAIN	1"	1.0	EA	\$500.00	\$500.00
SINGLE WATER SERVICE/COMPLETE WATER MAIN	2"	2.0	EA	\$650.00	\$1,300.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	1.0	LS	\$2,100.00	\$2,100.00
TAPPING SLEEVE W/VALVE WATER MAIN	8"	2.0	EA	\$1,500.00	\$3,000.00
PVC SDR-26 WATER MAIN	8"	277.0	LF	\$3.00	\$831.00
TOTAL					\$14,456.00

(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 MAJ
(Signature of Certifying Agent)

Mark Justice, President
(Name & Title of Certifying Agent)

MAJ Contracting, Inc.
(Name of Firm or Corporation)

10920 Wiles Rd.
(Address of Firm or Corporation)

Coral Springs, FL 33076 -


STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 4th day of August, 2006 by Mark Justice who is personally known to me - N/A , and who did not take an oath.

[Signature]
Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

DD373721
Notary Commission Number

NOTARY PUBLIC-STATE OF FLORIDA
 Anthony Stefanacci
Commission #DD373721
Expires: NOV 21, 2008
Bonded Thru Atlantic Bonding Co., Inc.

(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 **0 1 2 3 4 5 6 7 8 9 0123456789**
 (If Parcel ID not available please call County Property Appraiser's Office) → **314325310000000CE**

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 20061205 MARINERS'S COVE AT RIVERBEND CONDOMINIUM ASSOCIATION, INC**

Last First MI Corporate Name (if applicable)
1105 CAPE CORAL PARKWAY EAST STE C CAPE CORAL FL 33904

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

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

5. Date of Sale/Transfer **10 17 2006** \$ **510.00** Property Located In **46** County Code
 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: **0.00**
 (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 \$ **0.00**
 12. Amount of Documentary Stamp Tax \$ **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO
 Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.
 Signature of Grantor or Grantee or Agent *Walter Cash* Date **9/28/06**

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 Gulledge

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061205-UTL

PROJECT NAME: MARINER'S COVE

**EASEMENT NAME: MARINER'S COVE AT
RIVERBEND CONDOMINIUM
ASSOCIATION, INC**

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

Strap Number(s):

31-43-25-31-00000.00CE

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 "MARINERS COVE AT RIVERBEND CONDOMINIUM ASSOCIATION, INC," 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 20061205-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.

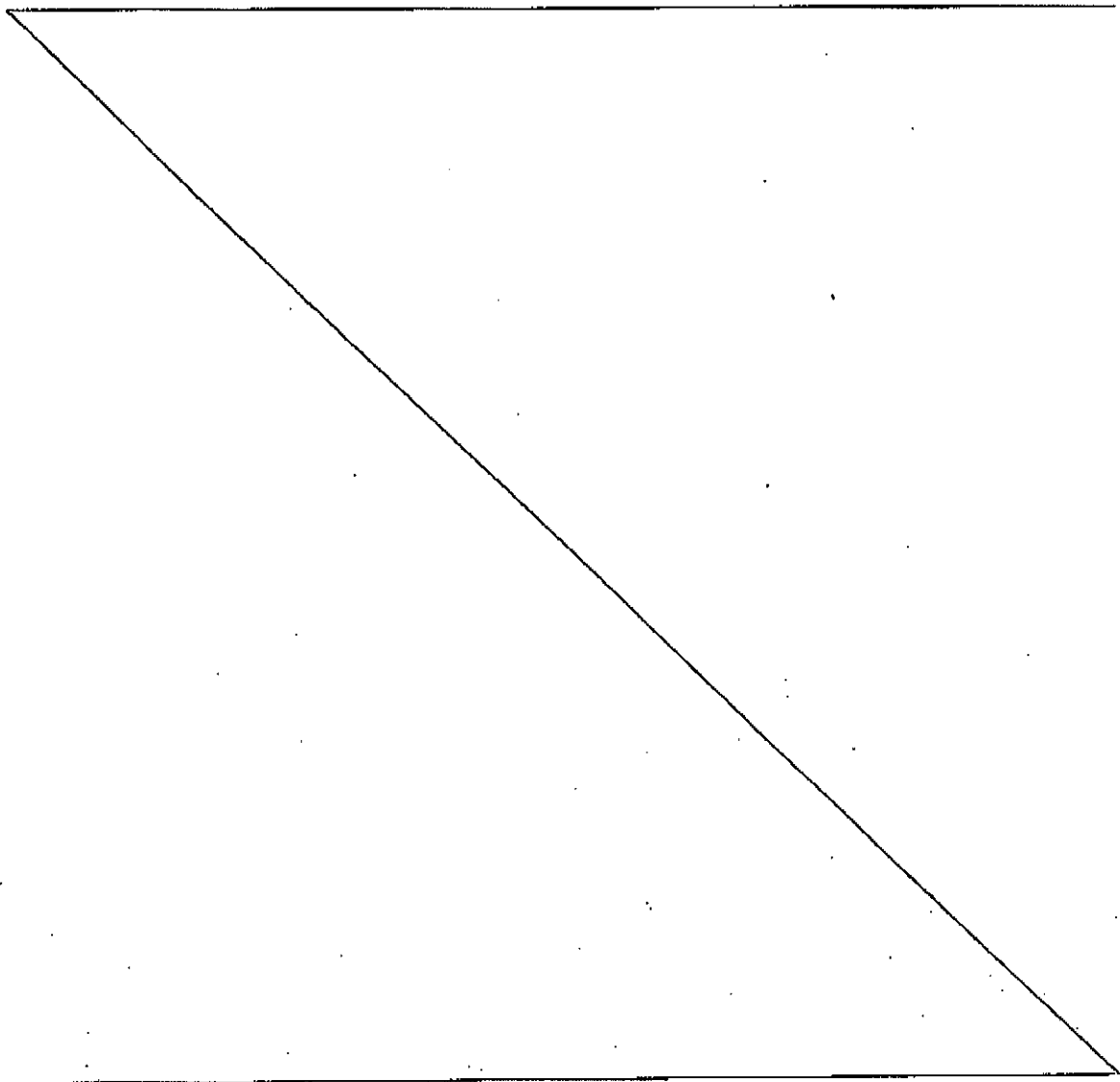
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Filomena Weatherill
[1st Witness' Signature]

Filomena Weatherill
[Type or Print Name]

Kate Antonczyk
[2nd Witness' Signature]

Kate Antonczyk
[Type or Print Name]

BY: *Roy Nicolucci*
[Signature Grantor's/Owner's]

Roy Nicolucci
[Type or Print Name]

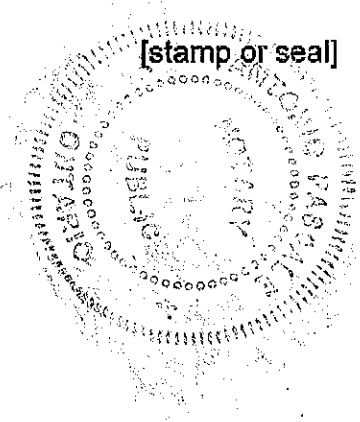
PRESIDENT
[Title]

PROVINCE OF ONTARIO
STATE OF FLORIDA

COUNTRY OF Canada

The foregoing instrument was signed and acknowledged before me this 28th day of APRIL 2005 by *Roy Nicolucci* who produced the following as identification _____ or is personally know to me, _____ and who did/did not take an oath.

[stamp or seal]



Antonio Pascale
[Signature of Notary]

Antonio PASCALE
[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. Covert, Esquire



LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING A PART OF YACHTSMANS COVE CONDOMINIUM UNIT III, AS RECORDED IN CONDOMINIUM PLAT BOOK 10, PAGES 1 THROUGH 3, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, N.E. AND WALTER HAGEN COURT, N.E., OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF SAID PUBLIC RECORDS; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N66°24'10"W (PASSING THROUGH THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.0 FOOT WIDE (25.0 FEET EACH SIDE OF CENTERLINE) INGRESS-EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1625 AT PAGES 606-608 OF SAID PUBLIC RECORDS, AND THE CENTERLINE OF INDIAN CREEK SOUTHERLY BRANCH, BEING THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, AT 20 FEET, MORE OR LESS) ALONG SAID CENTERLINE OF INGRESS-EGRESS EASEMENT AND THE CENTERLINE OF INDIAN CREEK DRIVE, N.E. FOR 231.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF A CURVE TO THE RIGHT (RADIUS 100.0 FEET, DELTA ANGLE 54°11'59") FOR 94.60 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG SAID CENTERLINE AND THE ARC OF A CURVE TO THE RIGHT (RADIUS 600.00 FEET, DELTA ANGLE 13°30'42") FOR 141.49 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. ALONG SAID CENTERLINE FOR 330.77 FEET; THENCE N.01°12'10"W. ALONG SAID CENTERLINE FOR 575.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF A CURVE TO THE LEFT (RADIUS 120.00 FEET, DELTA ANGLE 46°47'50") FOR 98.01 FEET TO THE POINT OF TANGENCY; THENCE N.48°00'00"W. ALONG SAID CENTERLINE, FOR 62.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF A CURVE TO THE LEFT (RADIUS 140.00 FEET, DELTA ANGLE 10°40'18") FOR 26.08 FEET TO THE WESTERLY BOUNDARY OF SAID YACHTSMANS COVE CONDOMINIUM UNIT I; THENCE S.31°19'49"W. ALONG SAID WESTERLY LINE FOR 10.00 FEET TO A POINT ON A CURVE TO THE LEFT, TO WHICH A RADIAL LINE BEARS N.31°19'42"E.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE (RADIUS 130.00 FEET, DELTA ANGLE 38°15'41") FOR 86.81 FEET TO

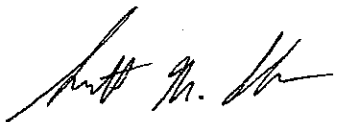
A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT (RADIUS 310.00 FEET, DELTA ANGLE 19°33'09") FOR 105.79 FEET TO THE POINT OF TANGENCY; THENCE N.77°22'51"W. FOR 92.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT (RADIUS 85.00 FEET, DELTA ANGLE 38°32'14") FOR 57.17 ; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT (RADIUS 85.00 FEET, DELTA ANGLE 64°20'37") FOR 95.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT (RADIUS 210.00 FEET, DELTA ANGLE 42°36'25") FOR 156.16 FEET TO THE POINT OF BEGINNING; THENCE N.72°12'57"E. FOR 12.59 FEET; THENCE S.19°30'00"E. FOR 60.91 FEET; THENCE N.70°30'00"E. FOR 20.00 FEET; THENCE N.19°30'00"W. FOR 24.25 FEET; THENCE N.70°30'00"E. FOR 173.61 FEET; THENCE N.25°30'00"E. FOR 6.20 FEET; THENCE N.19°23'04"W. FOR 3.09 FEET; THENCE N.16°39'19"E. FOR 22.25 FEET; THENCE N.01°12'43"E. FOR 16.01 FEET; THENCE N.19°23'04"W. FOR 11.07 FEET; THENCE S.25°30'00"W. FOR 44.52 FEET; THENCE S.70°30'00"W. FOR 165.33 FEET; THENCE N.19°30'00"W. FOR 36.07 FEET; THENCE S.72°12'57"W. FOR 32.72 FEET TO A POINT ON A CURVE TO THE RIGHT TO WHICH A RADIAL LINE BEARS N.67°25'51"E. (RADIUS 210.00 FEET, DELTA ANGLE 05°27'44") FOR 20.02 FEET TO THE POINT OF BEGINNING.

EASEMENT SUBJECT TO ALL RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE CENTERLINE OF SAM SNEAD LANE N.E. AS BEARING N.08°59'52"E.

EASEMENT CONTAINS 5884 SQUARE FEET MORE OR LESS.

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



5-3-2005

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 2 OF 3

COPY

SKETCH TO ACCOMPANY DESCRIPTION



- Curve number 1
Radius= 210.00'
Delta= 45.48 25
Arc= 105.79
Tangent= 81.89'
Chord= 152.59'
Chord Brg.= S.04°11'48"W.
- Curve number 2
Radius= 210.00'
Delta= 45.48 25
Arc= 105.79
Tangent= 81.89'
Chord= 152.59'
Chord Brg.= S.19°50'16"E.
- Curve number 3
Radius= 85.00'
Delta= 64°20'37"
Arc= 95.46'
Tangent= 53.47'
Chord= 90.52'
Chord Brg.= N.06°40'18"W. Chord Brg.= S.31°14'34"E.
- Curve number 4
Radius= 110.00'
Delta= 38°52'14"
Arc= 86.81'
Tangent= 45.09'
Chord= 85.21'
Chord Brg.= N.77°48'09"W.
- Curve number 5
Radius= 310.00'
Delta= 19°33'09"
Arc= 105.79
Tangent= 53.41'
Chord= 105.28'
Chord Brg.= N.87°09'25"W.
- Curve number 6
Radius= 85.00'
Delta= 38°52'14"
Arc= 95.46'
Tangent= 53.47'
Chord= 90.52'
Chord Brg.= N.58°06'44"W.
- Curve number 7
Radius= 210.00'
Delta= 17°20'51"
Arc= 63.59'
Tangent= 32.04'
Chord= 63.34'
Chord Brg.= S.31°14'34"E.

* THIS IS NOT A SURVEY *

Scott M. Shore

BY: SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5743

DATE SIGNED: 5-3-2005

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

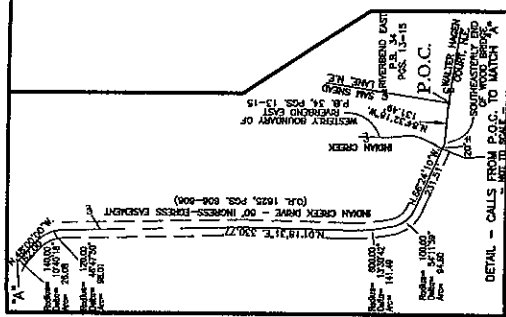
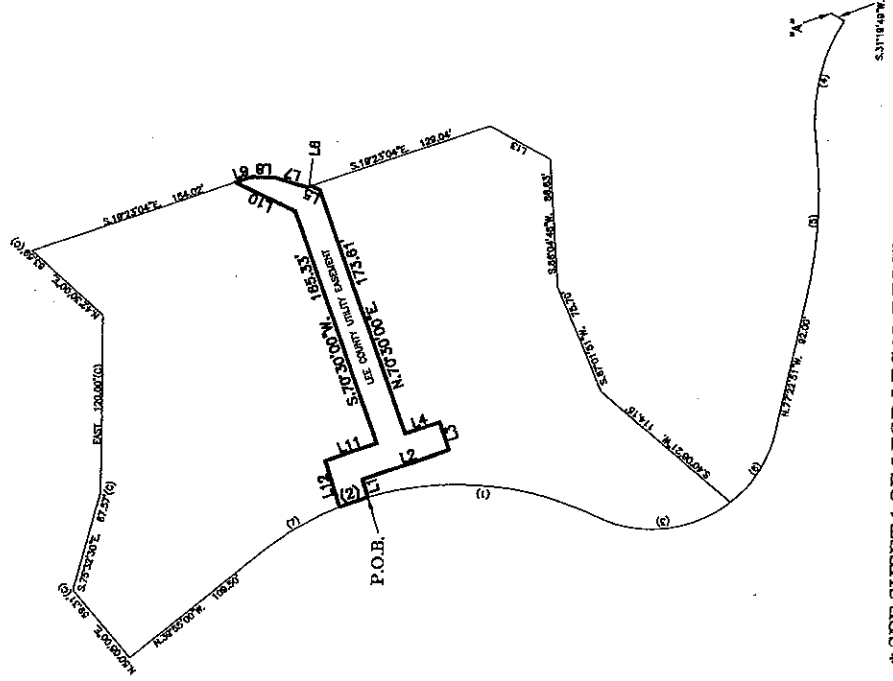
SKETCH OF DESCRIPTION



METRON
SURVEYING & MAPPING
LAND SURVEYORS PLANNERS
L.B.# 7071

5245 RAUSKEY WAY SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (239) 271-8575
FAX: (239) 275-8457
www.metrofl.com

FILE NAME	5699SK1.DWG	FIELD BOOK/PAGE	N/A	PROJECT NO.	5699	SHEET	3 OF 3
SHEET DATE	4-29-05	DRAWN BY	JDF	SCALE	1"= 100'	CHECKED BY	JSM



LINE TABLE

Line	Bearing	Distance
L1	N.72°12'57"E	12.58'
L2	S.19°30'00"E	60.81'
L3	N.70°30'00"E	20.01'
L4	N.19°30'00"W	24.25'
L5	N.25°30'00"E	8.20'
L6	N.19°30'00"W	3.09'
L7	N.19°35'19"E	22.25'
L8	N.01°12'43"E	18.01'
L9	N.19°23'04"W	11.07'
L10	S.25°30'00"W	44.52'
L11	N.19°30'00"W	36.07'
L12	S.72°12'57"W	32.72'
L13	S.25°56'08"W	45.78'

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *