

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

Blue Sheet No. 20061415-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of a water main extension, one 8" diameter fire line, two fire hydrants and one 2" diameter water service to provide potable water service and fire protection to *O'Mara Subdivision, Lot 6*, a recently constructed Industrial building. This is a Developer Contributed asset project located on the west side of Metro Parkway approximately 2/3 mile north of Daniels Parkway.

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 **C10C**

5. Meeting Date: ~~NOV 14~~ **NOV 14 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* 10-26-06
Douglas L. Meurer, P.E., Director

9. Background:

Fire lines, fire hydrants and single water services do not require permission to construct by the Board, therefore, no previous Blue Sheet has been 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 Lee County Utilities via existing infrastructure located within the Metro Parkway right-of-way.
 Funds are available for recording fees in account number OD5360748700.504930.
SECTION 18 TOWNSHIP 45S RANGE 25 E DISTRICT #2 COMMISSIONER ST. CERNY

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: 10-27-06	N/A	N/A	<i>P.O. S. Covert</i> T. Osterhout Date: 10/26	<i>S. Covert</i> S. Covert Date: 10/30/06	<i>elku</i> 10-30-06	<i>WR</i> 10/30/06	<i>ly</i> 10/30/06	<i>ll</i> 10/30/06	<i>J. Lavender</i> Date: 10-27-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *PL*
 Date: 10/30/06
 10:45 AM
 COUNTY ADMIN FORWARDED TO: *PL*
 10/30/06
 1007

Rec. by CoAtty
 Date: 10/27/06
 Time: 4:00pm
 Forwarded To: *County Admin*
 10/30/06 9:23am

RESOLUTION NO.

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

WHEREAS, it is the desire of "GUY S. PAPARELLA", owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter fire line; and, one 2" diameter water service), serving "O'MARA LOT 6"; 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 \$62,874.00 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 20061415-UTL

COPY

LETTER OF COMPLETION

DATE: 8/8/2006

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

Gentlemen:

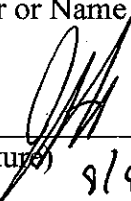
This is to certify that the **water service(s)** located at
O'Mara Lot 6 Parcel C
(Name of Development/Project)

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

Very truly yours,

Quattrone & Associates, Inc.
(Owner or Name of Corporation/Firm)



(Signature) 8/8/06

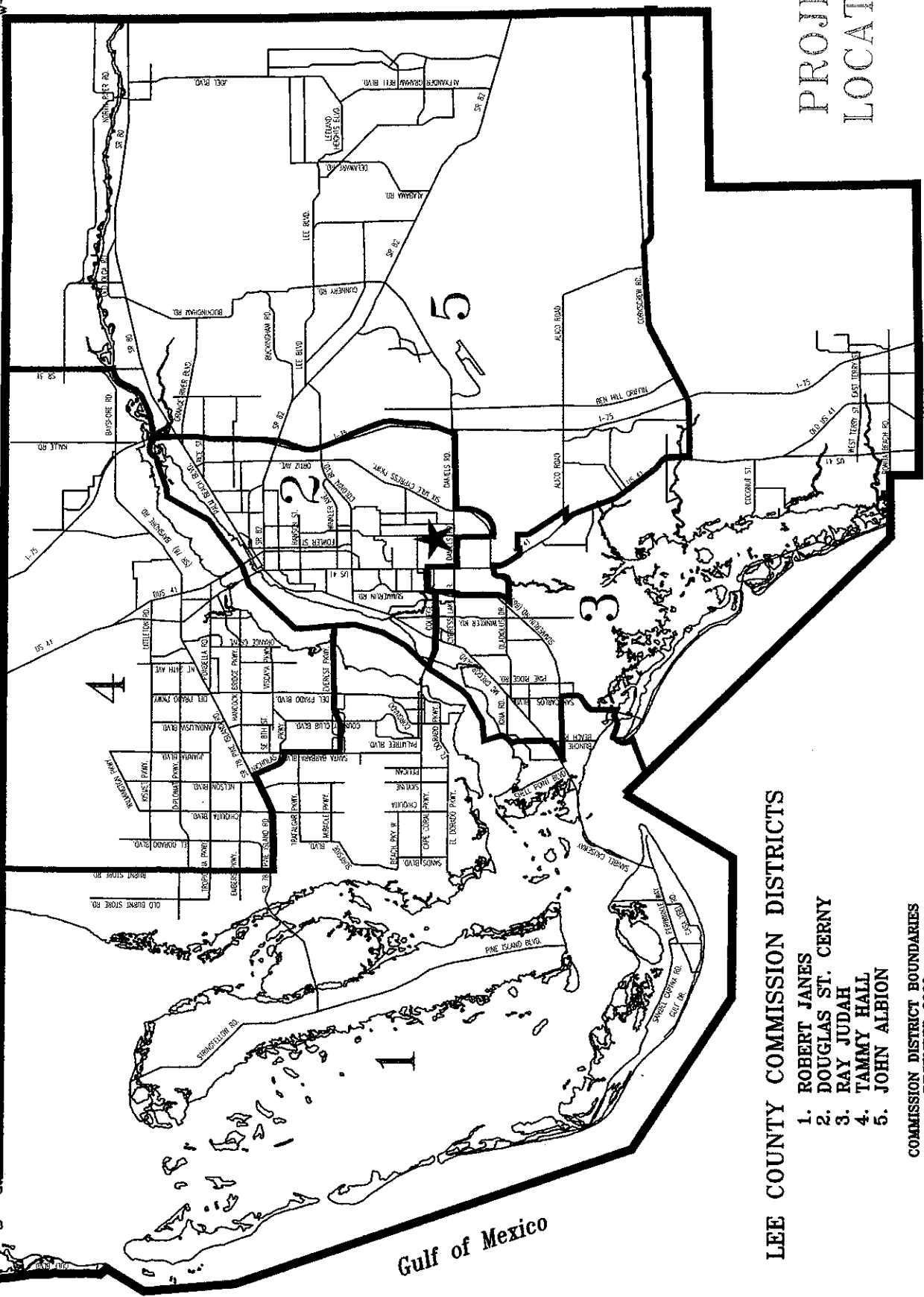
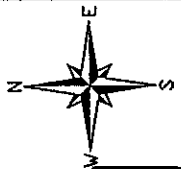
James D. Ottensmann, P.E.
(Name and Title)

(Seal of Engineering Firm)

COPY

**PROJECT
LOCATION**

**O'MARA LOT 6
18-45-25-09-00000.0060
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY**



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 Lot 6 O'Mara S/D 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.

Florida West Underground, Inc.
(Name of Owner/Contractor)

BY: 
(Signature of Owner/Contractor)

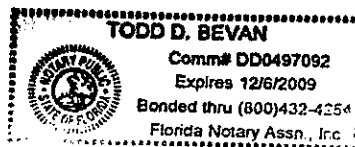
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 1 st day of AUG, 2006 by Timothy D Tillman who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Todd D. Bevan
Printed Name of Notary Public

(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
Sixty Two Thousand Eight Hundred Seventy Four Dollars and no cents (\$62,874.00) hereby
waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Guy S
Paparella on the job of Lot 6 O'Mara S/D to the following described property:

Lot 6 O'Mara S/D
(Name of Development/Project)

water distribution system
(Facilities Constructed)

12830 Metro Pkwy Fort Myers Fl 33912
(Location)

18-45-25-09-00000.0060
(Strap # or Section, Township & Range)

Dated on: September 21, 2006

By: [Signature]
(Signature of Authorized Representative)

Florida West Underground, Inc
(Name of Firm or Corporation)

By: Timothy D Tillman
(Print Name of Authorized Representative)

10880 Metro Pkwy STE H
(Address of Firm or Corporation)

Title: Secretary Treasurer

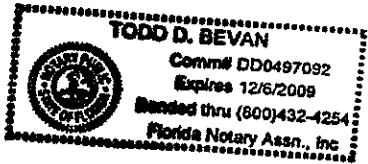
Fort Myers, FL 33906-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)694-9378 Ext.

Fax#: (239)936-8956

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21st day of September, 2006
by Timothy D. Tillman, who is personally known to me, and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Todd D. Bevan
(Printed Name of Notary Public)

REC'D SEP 27 2006

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Lot 6 O'Mara S/D

STRAP NUMBER: 18-45-25-09-00000.0060

LOCATION: 12830 Metro Pkwy Fort Myers FL 33912

OWNER'S NAME: (as shown on Deed) Guy S Paparella

OWNER'S ADDRESS: Po Box 7375

OWNER'S ADDRESS: Fort Myers, FL 33911-

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

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18	12"	150.3	LF	\$80.00	\$12,024.00
GATE VALVE	12"	2.0	EA	\$5,500.00	\$11,000.00
FIRE HYDRANT ASSEMBLY		2.0	EA	\$7,500.00	\$15,000.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$1,500.00	\$1,500.00
ASSORTED FITTINGS		1.0	LS	\$5,000.00	\$5,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	LS	\$8,000.00	\$8,000.00
CL-50 DIP	12"	80.0	LF	\$105.00	\$8,400.00
CL-50 DIP	8"	26.0	LF	\$75.00	\$1,950.00
TOTAL					\$62,874.00

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

[Handwritten Signature]

(Signature of Certifying Agent)

Timothy D Tillman, Secretary Treasurer

(Name & Title of Certifying Agent)

Florida West Underground, Inc.

(Name of Firm or Corporation)

10880 Metro Pkwy Suite H

(Address of Firm or Corporation)

Fort Myers, FL 33906 -

STATE OF FL)

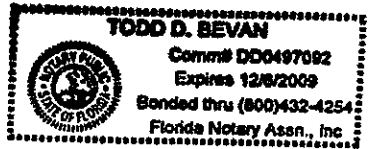
) SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 1st day of Aug., 2006 by Timothy Tillman who has produced the following as identification - _____, and who did not take an oath.

[Handwritten Signature]
Notary Public Signature

Printed Name of Notary Public



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

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											
---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 1845250900000060

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 20061415** **GUY S. PAPARELLA**
 Last First MI Corporate Name (if applicable)
P. O. BOX 7375 FORT MYERS FL 33911
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **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 (2394798181)
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer 11/14/2006 Sale/Transfer Price \$ 10, 00. 00 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, 00. 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, 00. 00
 12. Amount of Documentary Stamp Tax → \$ 00, 00. 70 Cents

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 [Signature] Date 10/26/06

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	
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.

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) → **18452509000000060**

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? →
EASEMENT : BS 20061415 GUY S. PAPARELLA

3. Grantor (Seller):
 Last First MI State Corporate Name (if applicable)
P. O. BOX 7375 FORT MYERS FL 33911

4. Grantee (Buyer):
 Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS
 Last First MI State Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (2394798181

5. Date of Sale/Transfer
 Mailing Address City State Zip Code Phone No.
11 14 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
 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/she has any knowledge.

Signature of Grantor or Grantee or Agent *Alan Costa* Date **10/26/06**

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. 20061415-UTL

PROJECT NAME: O'MARA LOT 6

EASEMENT NAME: GUY S. PAPARELLA

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

Strap Number(s):

18-45-25-09-00000.0060

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 "GUY S. PAPARELLA" 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 20061415-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.

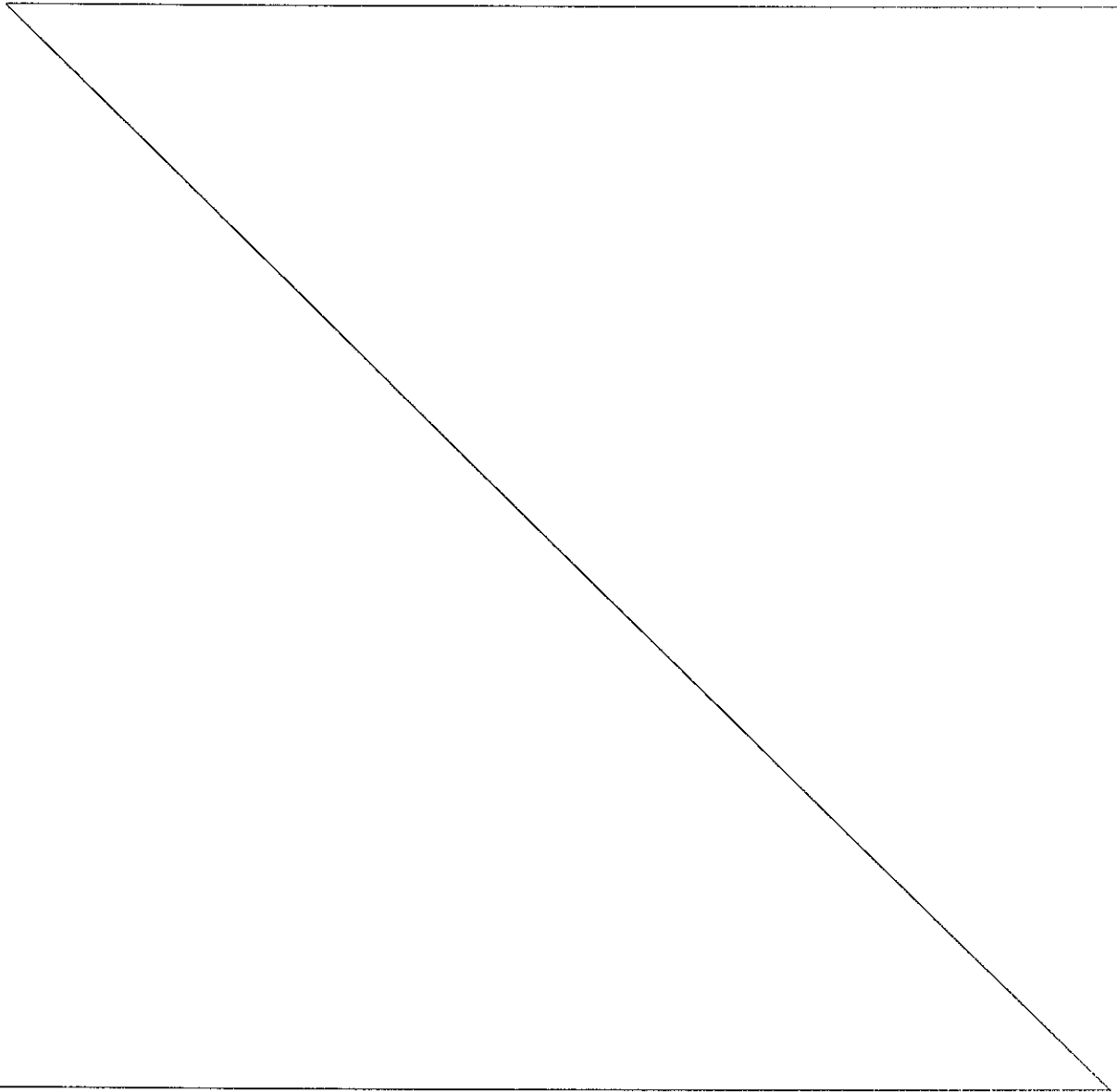
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness' Signature]

Innavette Ramirez
[Type or Print Name]

Carmalita Dowling
[2nd Witness' Signature]

CARMALITA DOWLING
[Type or Print Name]

BY: Guy Paparella
[Signature Grantor's/Owner's]

Guy Paparella
[Type or Print Name]

Owner
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 28th day of Aug 2006, by Guy Paparella who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Innavette Ramirez
Commission #DD370027
Expires: Nov 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
[Signature of Notary]

Innavette Ramirez
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

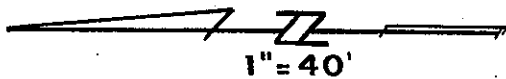
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire



POINT OF COMMENCEMENT
SE CORNER OF
LOT 6 OMARA
SUBDIVISION

METRO PARKWAY

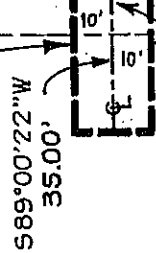
500°41'36"E 261.15'

W. R/W LINE METRO PKWY

N00°41'36"W
47.00'

10' P.U.E. & D.E.
E. LINE LOT 6

**20' WIDE
UTILITY
EASEMENT**



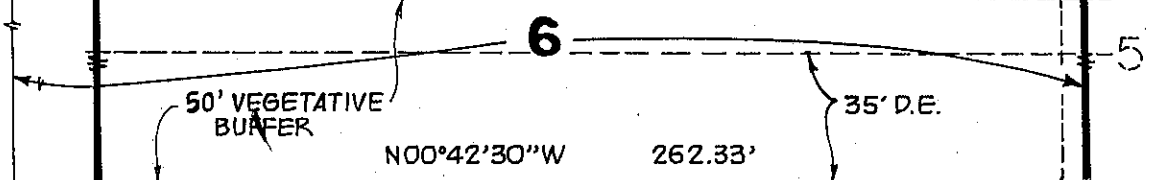
P.O.B.

THE NORTHERLY 200' OF LOT 6
436.47'
N89°09'35"E

LEGAL DESCRIPTION

A TWENTY FEET (20') WIDE UTILITY EASEMENT FOR LEE COUNTY UTILITIES, ACROSS A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING WITHIN LOT 6, OF O'MARA SUBDIVISION, AS RECORDED IN PLAT BOOK 41, PAGES 74 AND 75, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N00°41'36"W ALONG THE EAST LINE OF LOT 6, ALSO BEING THE WEST RIGHT OF WAY LINE OF METRO PARKWAY (62.5 FEET FROM CENTERLINE) FOR 47.00 FEET TO THE POINT OF BEGINNING; THENCE S89°00'22"W FOR 35.00 FEET TO THE END OF THE HEREIN DESCRIBED EASEMENT.
SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
BEARINGS ARE ASSUMED ON THE EAST LINE OF SAID LOT 6, AS BEARING N00°41'36"W PER PLAT.

6' P.U.E. & D.E.
436.49'
N 89°00'22"E



SEABOARD COASTLINE R.R.

P.O.B. = POINT OF BEGINNING

DATE	ORDER	BOOK	REVISIONS	L.C.U. EASEMENT FOR F.H.
9-8-06	0806036	~		

SKETCH OF A LEGAL DESCRIPTION
NOT A FIELD SURVEY
SHEET 1 OF 1

COPY

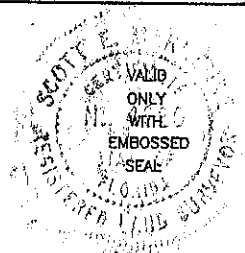


OMNI SURVEYS, INC.

LB 6584
TEL (239) 939-3666
FAX (239) 939-7181
4568 TILTON COURT FORT MYERS, FL 33907

CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT BOTH THE DESCRIPTION AND THE ACCOMPANYING SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott E. Marhenke
Scott E. Marhenke, PSM
Florida Registration No. 4920



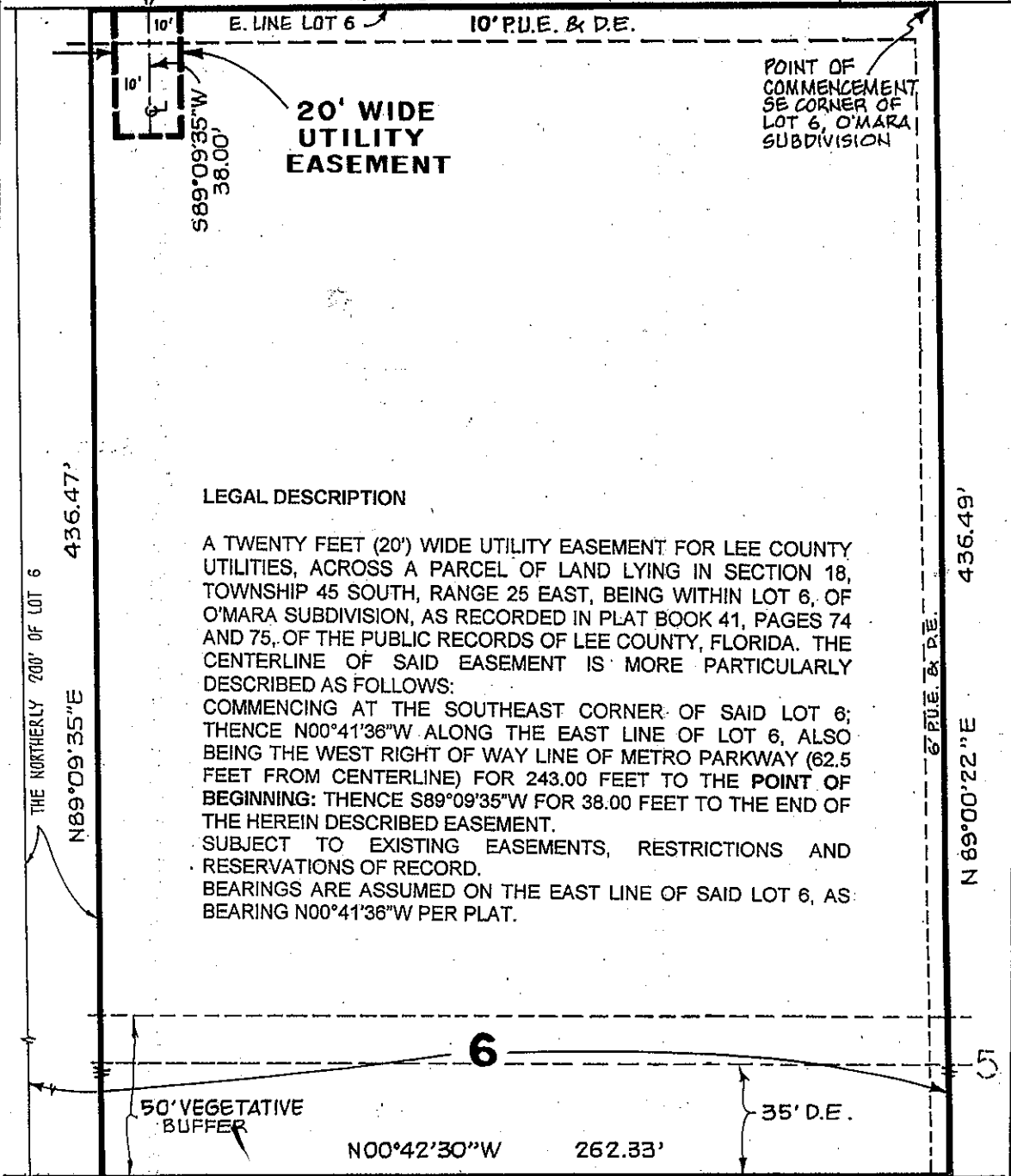
1" = 40'

METRO PARKWAY

P.O.B.

500°41'36"E 261.15'
N00°41'36"W 243.00'

W. R/W LINE



SEABOARD COASTLINE R.R.			
P.O.B. = POINT OF BEGINNING			
9-8-06	0806036	~	L.C.U. EASEMENT FOR F.H.
DATE	ORDER	BOOK	REVISIONS

SKETCH OF A LEGAL DESCRIPTION
NOT A FIELD SURVEY
SHEET 1 OF 1



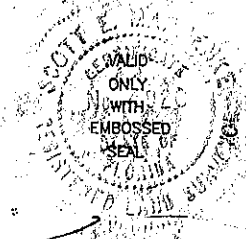
OMNI SURVEYS, INC.

LB 6584
TEL (239) 939-3666
FAX (239) 939-7181

4568 TILTON COURT FORT MYERS, FL 33907

CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT BOTH THE DESCRIPTION AND THE ACCOMPANYING SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott E. Morhenke
Scott E. Morhenke, PSN
Florida Registration No. 4920



COPY