

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

Blue Sheet No. 20061655-UTL

**1. Action Requested/Purpose:**

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of one 6" diameter fire line, two 8" diameter master meter assemblies, a water main and gravity main extensions, to provide potable water service, fire protection and sanitary sewer service to *Jasmine Bay at West Bay Club*, a recently constructed multi-family residential development. This is a Developer Contributed asset project located along the west side of West Bay Boulevard, approximately 1/2 mile north of William 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 **CIOE** **5. Meeting Date:** JAN 16 2007

<b>6. Agenda:</b>	<input checked="" type="checkbox"/> Consent	<b>7. Requirement/Purpose (specify)</b>	<input type="checkbox"/> Statute	<b>8. Request Initiated:</b>
	<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Public		<input checked="" type="checkbox"/> Other	
	<input type="checkbox"/> Walk-On		<input type="checkbox"/> Approval	
		Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas L. Meurer</u> 12-22-2006 Douglas L. Meurer, P.E., Director		

**9. Background:**

The Board granted permission to construct on 08-23-05, Blue Sheet #20051089. 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. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 32 TOWNSHIP 46S RANGE 25E DISTRICT # 3 COMMISSIONER JUDAH

**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: 12-28-06	N/A	N/A	<u>T.O.</u> T. Osterhout Date: 12/22	<u>S. Covert</u> S. Covert Date: 1/3/07	<u>RK for EW</u> 1/3/07	<u>M2</u> 1/3/07	<u>M2</u> 1/3/07	<u>J. Lavender</u> Date: 12-28-06	

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

REC'D  
by CO. ATTY  
12/28/06  
2:24pm  
CO. ATTY.  
FORWARDED TO:  
1/3/07  
9:00 am

RECEIVED BY  
COUNTY ADMIN:  
1/3  
11 am  
COUNTY ADMIN  
FORWARDED TO:  
1/4/07  
9:40 am

RESOLUTION NO.

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

WHEREAS, it is the desire of "Water's Edge Development, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension), and sewer facilities (gravity main extension), serving "JASMINE BAY AT WEST BAY CLUB"; 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 **\$44,903.90** 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 Brian Bigelow: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner Frank Mann: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIR

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**BS 20061655-UTL**

COPY

LETTER OF COMPLETION

DATE: September 20, 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 distribution and sanitary sewer and fire line up to and including 1st OS + Y valve(s)** located in Jasmine Bay at West Bay Club (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:

**Low Pressure Test(s) - Gravity Main , TV Inspection, Mandrill - Gravity Main , Pressure Test(s) - Water Main and Bacteriological Test**

Very truly yours,

Dana L. Hume, P.E. for Johnson Engineering, Inc.  
Fl. Lic. No. 62421

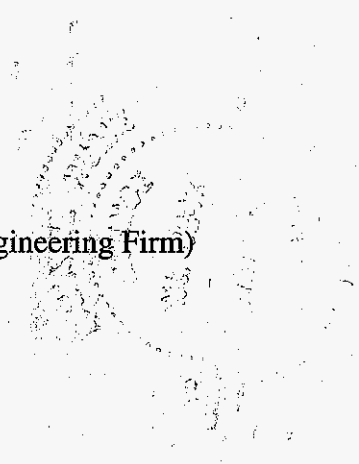
\_\_\_\_\_  
(Owner or Name of Corporation/Firm)

*Dana L. Hume*

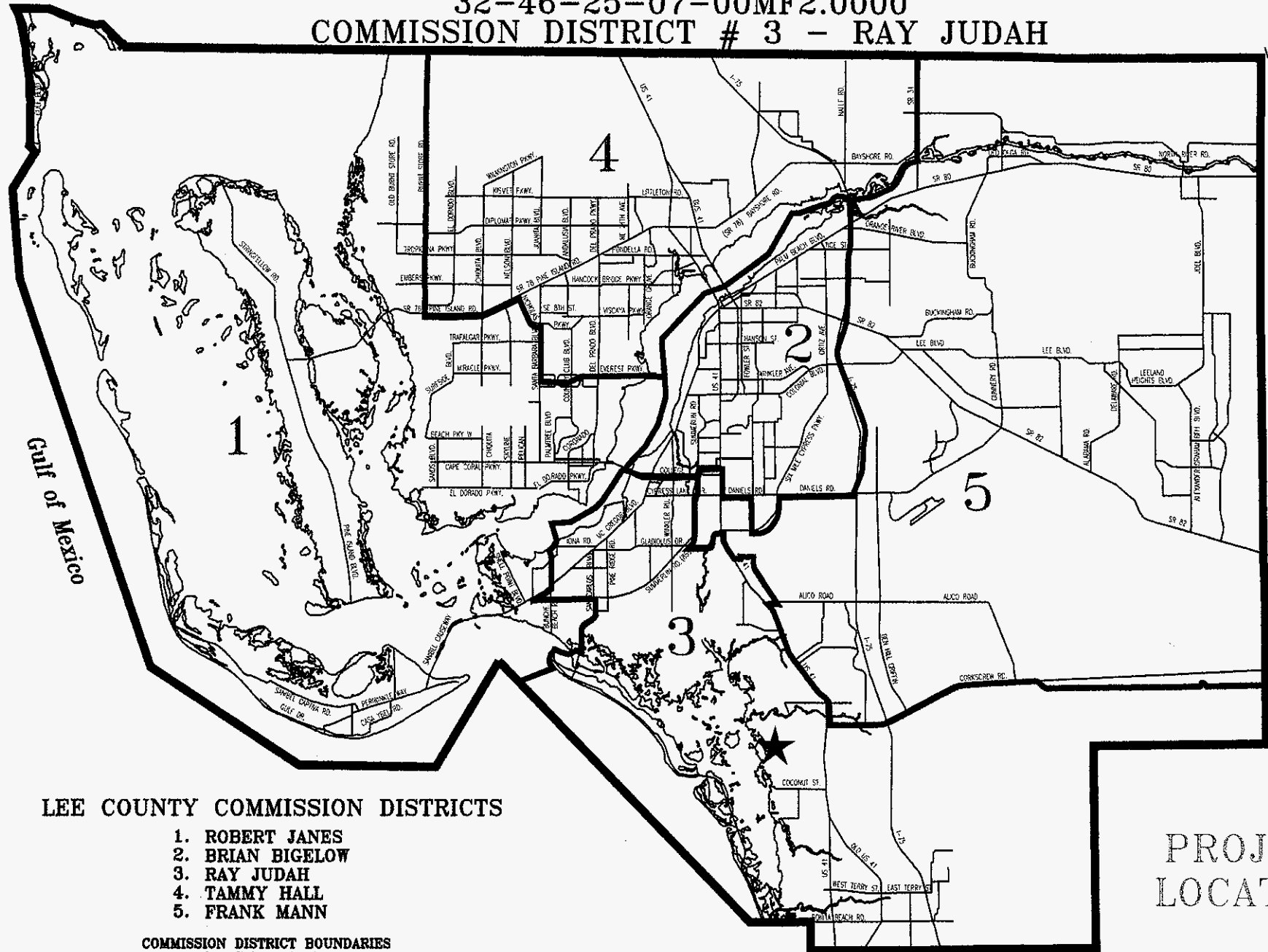
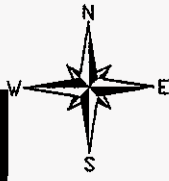
\_\_\_\_\_  
(Signature) 10.10.06

\_\_\_\_\_  
Project Manager  
(Title)

(Seal of Engineering Firm)



JASMINE BAY AT WEST BAY CLUB  
 32-46-25-07-00MF2.0000  
 COMMISSION DISTRICT # 3 - RAY JUDAH



COPY

LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. BRIAN BIGELOW
3. RAY JUDAH
4. TAMMY HALL
5. FRANK MANN

COMMISSION DISTRICT BOUNDARIES  
 DECEMBER 2000

PROJECT  
 LOCATION


COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Jasmine Bay At West Bay Club 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.

Kevin Jensen  
(Name of Owner/Contractor)

BY:   
(Signature of Owner/Contractor)

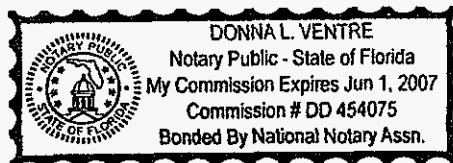
STATE OF FL )  
 ) SS:  
COUNTY OF Collier )

The foregoing instrument was signed and acknowledged before me this 22 nd day of FEB, 2006 by Kevin Jensen who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
Notary Public Signature

Donna L. Ventre  
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 Forty Four Thousand Nine Hundred Three Dollars and 90 Cents(\$44,903.90 ) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to West Bay Club Development Corporation on the job of Jasmine Bay At West Bay Club to the following described property:

Jasmine Bay At West Bay Club  
(Name of Development/Project)

water distribution and sanitary sewer systems  
(Facilities Constructed)

4751/4761 West Bay Blvd, Estero, FL 33928  
(Location)

32-46-25-07-00MF2.0000  
(Strap # or Section, Township & Range)

Dated on: November 22, 2006

By: [Signature]  
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc.  
(Name of Firm or Corporation)

By: Kevin Jensen  
(Print Name of Authorized Representative)

5585 Taylor Road  
(Address of Firm or Corporation)

Title: President

Naples, FL 34109-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

Fax#: (239)597-0061

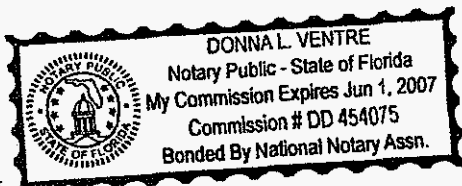
STATE OF FL )  
) SS:  
COUNTY OF Collier )

The foregoing instrument was signed and acknowledged before me this 22 nd day of November, 2006 by Kevin Jensen who is personally known to me - \_\_\_\_\_, and who did not take an oath.

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)

Donna L Ventre  
(Printed Name of Notary Public)



### CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Jasmine Bay at West Bay

STRAP NUMBER: 32-46-25-07-00MF2.0000

LOCATION: 4751/4761 West Bay Boulevard

OWNER'S NAME: (as shown on Deed) Water's Edge Development LLC

OWNER'S ADDRESS: 4610 West Bay Boulevard

OWNER'S ADDRESS: Estero, FL 33928-

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
PVC C-900 DR-18	8"	46.0	LF	\$17.35	\$798.10
PVC C-900 DR-18	10"	592.0	LF	\$19.75	\$11,692.00
CL-50 DIP	10"	120.0	LF	\$27.00	\$3,240.00
GATE VALVE	6"	1.0	EA	\$675.00	\$675.00
GATE VALVE	8"	2.0	EA	\$904.40	\$1,808.80
GATE VALVE	10"	2.0	EA	\$1,330.00	\$2,660.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$1,980.00	\$1,980.00
SINGLE WATER SERVICE/COMPLETE	6"	2.0	EA	\$1,200.00	\$2,400.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	EA	\$12,000.00	\$12,000.00
<b>TOTAL</b>					<b>\$37,253.90</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 of Certifying Agent)

Kevin Jensen, President

(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.

(Name of Firm or Corporation)

5585 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 22 nd day of November, 2006 by Kevin Jensen who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Donna L. Ventre

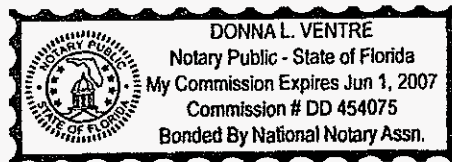
Notary Public Signature

Donna L. Ventre

Printed Name of Notary Public

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

(NOTARY SEAL)







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 of Certifying Agent)

Kevin Jensen, President  
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.  
(Name of Firm or Corporation)

5585 Taylor Road  
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL )  
 ) SS:  
COUNTY OF Collier )

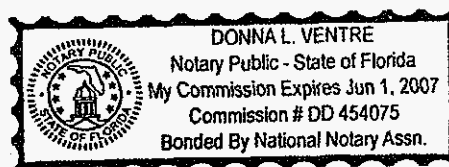
The foregoing instrument was signed and acknowledged before me this 22 nd day of November, 2006 by Kevin Jensen who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Donna L. Ventre  
Notary Public Signature

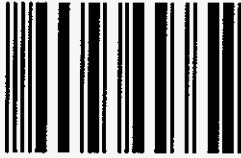
Donna L. Ventre  
Printed Name of Notary Public

\_\_\_\_\_  
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

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

3246250700MF20000

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 20061655**

**WATER'S EDGE DEV LLC**

Last First MI Corporate Name (if applicable)  
**4600 WEST BAY BLVD ESTERO FL 33928**

Mailing Address City State Zip Code Phone No.  
**THOM OSTERHOUT AS AGENT: 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 2394798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

2007 \$ 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:

(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 \$ .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

Date 12/22/00

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 and Page Number and File Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
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. 20061655-UTL**

**PROJECT NAME: JASMINE BAY AT WEST BAY  
CLUB**

**EASEMENT NAME: WATER'S EDGE DEV LLC**

**TYPING BY: *Sue Gulledge***

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

Strap Number(s):

**32-46-25-07-00MF2.0000**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200 , by and between **“WATER’S EDGE DEVELOPMENT, LLC”** 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 20061655-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.

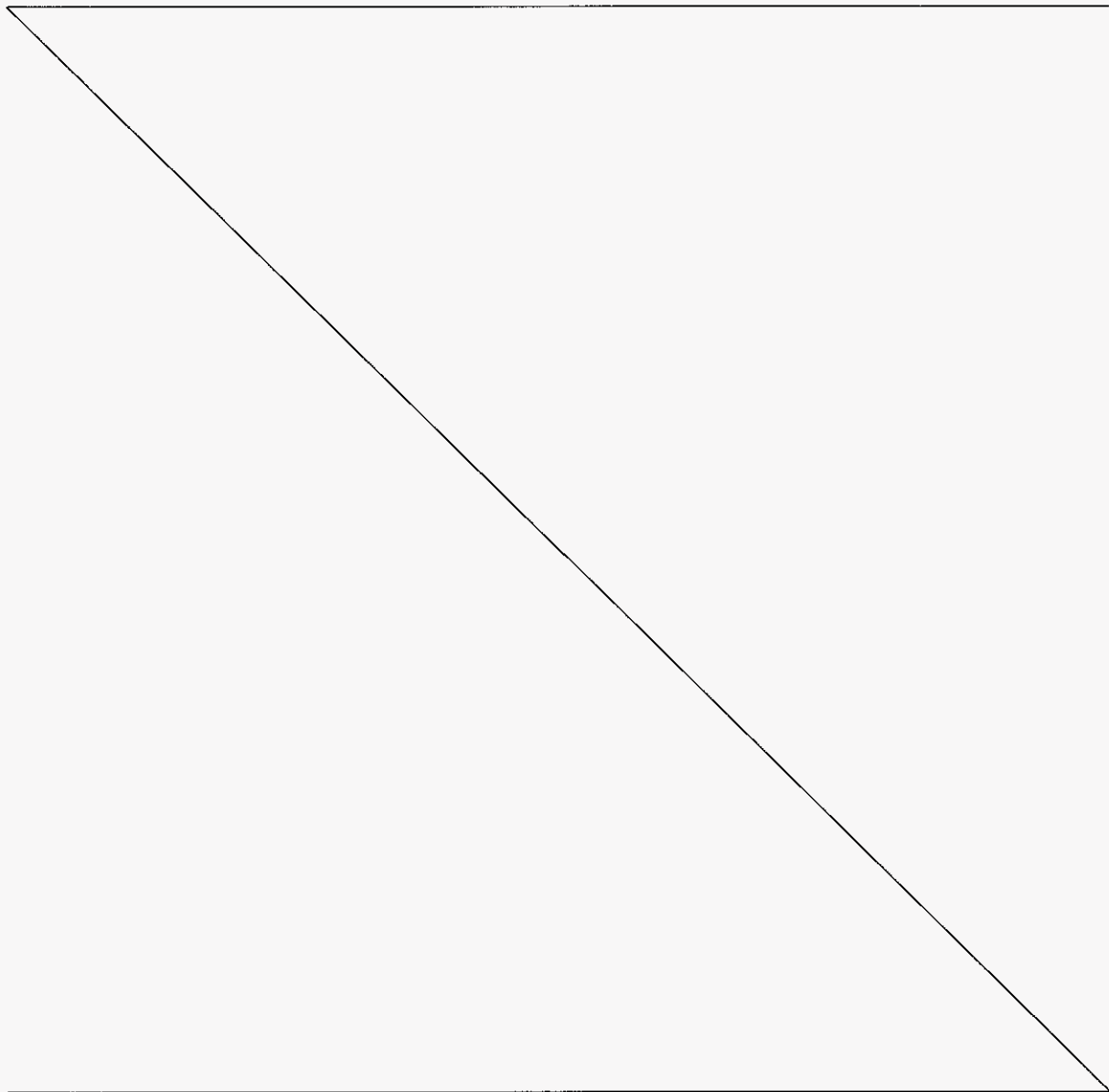
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Brent B. B.  
[1<sup>st</sup> Witness' Signature]

BRENT BURFORD  
[Type or Print Name]

Sandra J. Smith  
[2<sup>nd</sup> Witness' Signature]

Sandra J. Smith  
[Type or Print Name]

BY: Paul Benson  
[Signature Grantor's/Owner's]

Paul Benson  
[Type or Print Name]

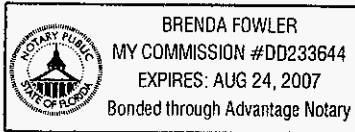
Vice President of Development  
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 29 day of Nov. 2006 by Paul Benson who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Brenda Fowler  
[Signature of Notary]

Brenda Fowler  
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

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

LETTER OF AUTHORIZATION

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as **West Bay Club**.

The property described herein is the subject development permitting. We hereby designate **Paul Benson, Vice President, Development (West Bay Development Corporation)** as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.

WEST BAY DEVELOPMENT CORPORATION

*Gary V. Chensoff*

Owner\* (signature)

GARY V. CHENSOFF

Printed Name and Title


STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 6th day of September, 2005, by Gary V. Chensoff who is personally known to me or has produced \_\_\_\_\_ as identification.

*Sandra J. Smith*  
\_\_\_\_\_  
Notary Public

(SEAL)

(Name typed, printed or stamped)


NOTARY PUBLIC-STATE OF FLORIDA  
 **Sandra J. Smith**  
Commission # DD403968  
Expires: MAR. 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

**LETTER OF AUTHORIZATION**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as West Bay Club.

The property described herein is the subject development permitting. We hereby designate Gary Chensoff, CEO of Development (West Bay Development Corporation) as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.

**WEST BAY DEVELOPMENT CORPORATION**



Owner\* (signature)

Chris McKenna, Treasurer

Printed Name and Title

STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 19 day of May, 2005, by Chris McKenna, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Notary Public

(SEAL)



Colleen A. Rhoads  
Commission #DD251089  
Expires: Oct 26, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc

\_\_\_\_\_  
(Name typed, printed or stamped)

DESCRIPTION

LEE COUNTY UTILITY EASEMENT  
LYING IN TRACT MF-2 "A"  
BEING PART OF WEST BAY CLUB  
SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING PART OF TRACT MF-2 "A" AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 4749 AT PAGE 3453, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND BEING PART OF WEST BAY CLUB, RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, SAID PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

PART 1

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT MF-2 "A" (ALSO BEING THE SOUTHEAST CORNER OF TRACT MF-2 OF SAID WEST BAY CLUB) THENCE RUN N 28° 54' 07" W ALONG THE EASTERLY LINE OF SAID DESCRIBED LANDS IN OFFICIAL RECORDS BOOK 4749 AT PAGE 3453 FOR 58.95 FEET TO A POINT DESIGNATED "A"; THENCE RUN S 61° 05' 53" W FOR 10.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S 61° 05' 53" W FOR 15.00 FEET; THENCE RUN N 28° 54' 07" W FOR 34.56 FEET; THENCE RUN N 61° 05' 53" E FOR 15.00 FEET TO AN INTERSECTION WITH WESTERLY LINE OF A 10.00 FEET WIDE UTILITY EASEMENT AS SHOWN ON SAID PLAT OF WEST BAY CLUB; THENCE RUN S 28° 54' 07" E ALONG SAID WESTERLY LINE FOR 34.56 FEET TO THE POINT OF BEGINNING.

PART 1 CONTAINS 518 SQUARE FEET, MORE OR LESS.

PART 2

FROM SAID POINT DESIGNATED "A" OF ABOVE DESCRIBED PART 1 RUN N 28° 54' 07" W ALONG THE EASTERLY LINE OF SAID DESCRIBED LANDS IN OFFICIAL RECORDS BOOK 4749 AT PAGE 3453 FOR 189.33 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY LINE RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1950.00 FEET (DELTA 00° 28' 52") (CHORD BEARING N 29° 08' 33" W) (CHORD 16.38 FEET) FOR 16.38 FEET TO A POINT DESIGNATED "B"; THENCE RUN S 60° 37' 01" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 60° 19' 17" W FOR 10.00 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1,930.00 FEET (DELTA 00° 35' 37") (CHORD BEARING N 29° 40' 43" W) (CHORD 20.00 FEET) FOR 20.00 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 60° 19' 17" E FOR 10.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE OF 10.00 FEET WIDE UTILITY EASEMENT AND A NON-TANGENT CURVE; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY LINE AND ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 1,940.00 FEET (DELTA 00° 35' 26") (CHORD BEARING S 29° 40' 43" E) (CHORD 20.00 FEET) FOR 20.00 FEET TO THE POINT OF BEGINNING.

PART 2 CONTAINS 200 SQUARE FEET, MORE OR LESS.

PART 3

FROM SAID POINT DESIGNATED "B" OF ABOVE DESCRIBED PART 2 RUN NORTHWESTERLY ALONG SAID EASTERLY LINE OF DESCRIBED LANDS AND ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 1950.00 FEET (DELTA 10° 41' 11") (CHORD BEARING N 34° 43' 35" W) (CHORD 363.70 FEET) TO A POINT OF TANGENCY; THENCE RUN N 40° 04' 10" W ALONG SAID EASTERLY LINE OF DESCRIBED LANDS FOR 86.57 FEET; THENCE RUN S 49° 55' 50" W FOR 10.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING; THENCE CONTINUE S 49° 55' 50" W FOR 34.28 FEET; THENCE RUN N 40° 04' 10" W FOR 20.00 FEET; THENCE RUN N 49° 55' 50" E FOR 34.28 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE OF 10.00 FEET WIDE UTILITY EASEMENT; THENCE RUN S 40° 04' 10" E ALONG SAID WESTERLY LINE FOR 20.00 FEET TO THE POINT OF BEGINNING.

PART 3 CONTAINS 686 SQUARE FEET, MORE OR LESS.

TOTAL PARCEL CONTAINS 1404 SQUARE FEET, MORE OR LESS.

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NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF TRACT MF-2 "A" AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 4749 AT PAGE 3453 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO BEAR N 40°04'10" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC= POINT OF COMMENCEMENT.
4. POB= POINT OF BEGINNING.
5. SEE SKETCH ON SHEET 2

THIS IS NOT A SURVEY

FRANCIS J. SUMMERALL FOR THE FIRM LB-642  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA-CERTIFICATE NO. 3652

DATE SIGNED: 12/20/2006  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION

**JOHNSON ENGINEERING**

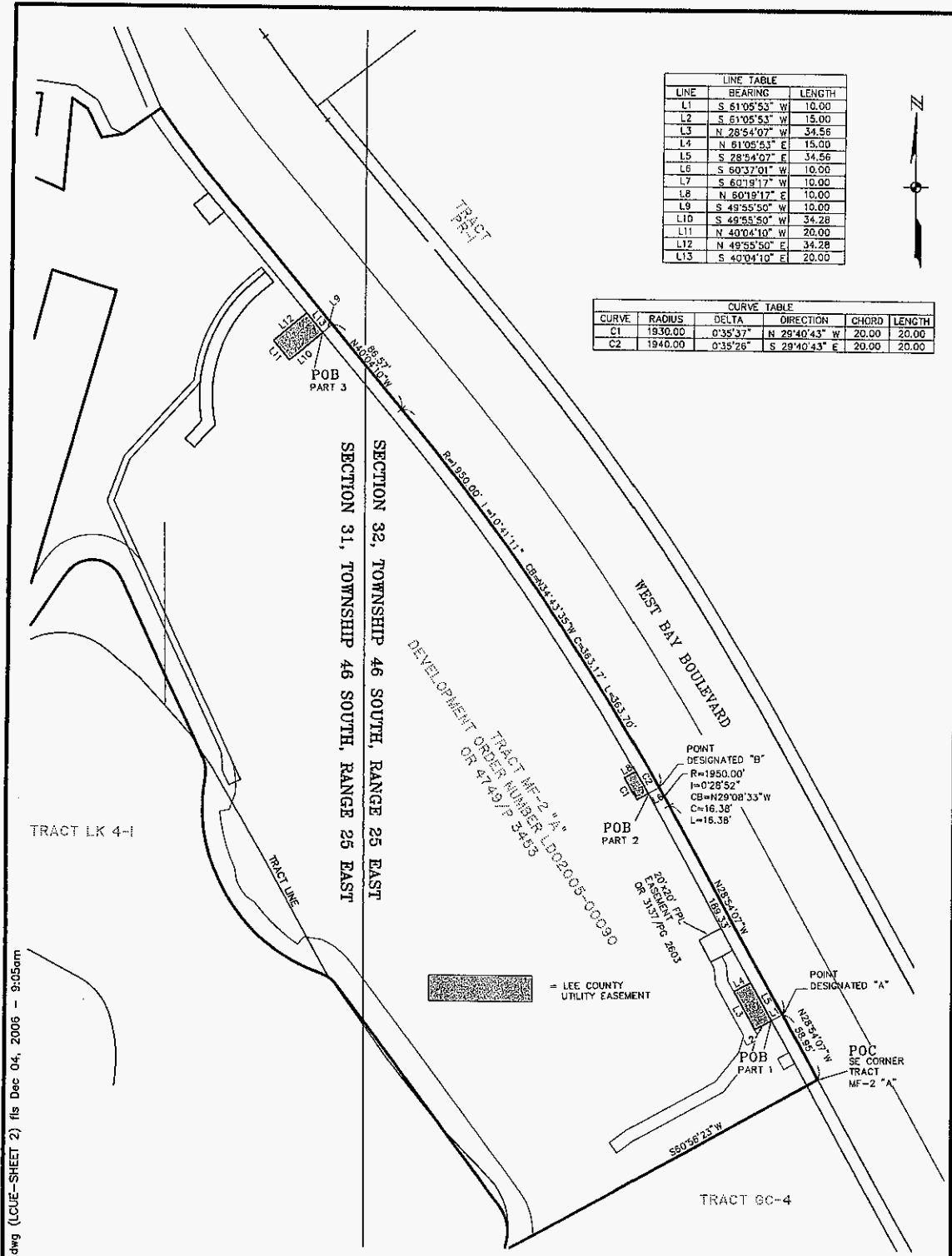
2158 JOHNSON STREET  
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E.B. #642 & L.B. #642

LEE COUNTY UTILITY EASEMENT LYING IN TRACT MF-2 "A" BEING PART OF WEST BAY CLUB				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
DEC 2006	20045042	31-46-25	1"=100'	1 OF 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 61°05'53" W	10.00
L2	S 61°05'53" W	15.00
L3	N 28°54'07" W	34.56
L4	N 61°05'53" E	15.00
L5	S 28°54'07" E	34.56
L6	S 60°37'01" W	10.00
L7	S 60°19'17" W	10.00
L8	N 60°19'17" E	10.00
L9	S 49°55'50" W	10.00
L10	S 49°55'50" W	34.28
L11	N 40°04'10" W	20.00
L12	N 49°55'50" E	34.28
L13	S 40°04'10" E	20.00



CURVE TABLE					
CURVE	RADIUS	DELTA	DIRECTION	CHORD	LENGTH
C1	1930.00	0°35'37"	N 29°40'43" W	20.00	20.00
C2	1940.00	0°35'26"	S 29°40'43" E	20.00	20.00



COPY

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= LEE COUNTY UTILITY EASEMENT

- LEGEND**
- PR = PRACTICE RANGE
  - LME = LAKE MAINTENANCE EASEMENT
  - LK = LAKE
  - MF = MULTIFAMILY
  - GC = GOLF COURSE
  - R = RADIUS
  - I = INTERNAL ANGLE (DELTA)
  - CB = CHORD BEARING
  - C = CHORD
  - L = ARC LENGTH

SEE SHEET 1 FOR LEGAL DESCRIPTION

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LEE COUNTY UTILITY EASEMENT  
 LYING IN TRACT MF-2 "A"  
 BEING PART OF WEST BAY CLUB

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
DEC 2006	20045042	31-46-25	1"=100'	2 OF 2