1. Action Requested/Purpose:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one 6" diameter fire line, one fire hydrant, and one 3" diameter water service, to provide potable water service and fire protection to service Hampton Inn and Suites at Fort Myers/Estero, a recently constructed commercial building. This is a Developer Contributed asset project located on the southwest corner of I-75 and Corkscrew 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. Departm	ental Category	: 10 – Utiliti	es CI	OJ		5. Mee	ting Date:		AN 16 20	<u> </u>
6. Agenda:			7. Requirement/Purpose (specify)			8. Request Initiated:				707
			_			1				
X Consent			Statute	!		Commi	ssioner			
Adı	ministrative		Ordina	nce _		Departi			Public Works	
	peals		Admin.	. Code		Division	· \ ()	Bal	Utilities	
Put			X Other		Approval	By:	toplan	A/ Dele	_12.22-	2006
	lk-On					<u> </u>	Douglas L.	Meurer, I	P.E., Director	
9. Backgrou										
Fire lines, fir	e hydrants and	single water	services do not	require perm	ission to cor	istruct by t	he Board, t	herefore, n	o previous Blue	Sheet
number is pro			-C 4- 41	. T . O .	77/11/1					
Satisfactory	on has been insporessure and bac	pecied for col	normance to the	e Lee County	Offilities Op	erations M	anual.			
	ings have been in		esting has been	completed.						
	ertification of C		s been provided	I—conv attac	hed					
	ion Map—copy		s occur provided	r copy and	nou.					
	been provided-		ed.							
_	en has been pro									
Certification	of Contributed.	Assets has be	en provided—c	opy attached.						
100% of the	connection fees	have been pa	id.							
	er service is pro					re located v	within the C	orkscrew V	Voodland Boule	evard.
Funds are ava	ailable for recor	-								
10 7	SECTION 35	TOWNS	HIP 46S R	ANGE 25E	DISTR	ICT #3	COMMI	SSIONER .	TUDAH	
10. Review	or Scheduling	TT	T	T-	1				T	
Departmen	Purchasing or	Human Resource	Other	County		Dudoot	Courdoon		County Man	ager /
t Director	Contracts	S	Other	Attorney		Duugei	Services		P.W. Dire	ctor
	00200				Analyst	Risk	Grants	Mgr.		
	N/A	N/A			111111111111	XUDIK	Grants	.//1		
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12.38.M			Date: 12/22	Date:			' '	•	Date:	
11. om	mission Action	•	, 706	1/3/07			<u> </u>		17.28.06	
11. 0311	_Approved	•			REC'D by CO. ATTY:					
	Deferred				12/28/0	6				
	Denied				2:842	2				
	_Other				CO. ATTY. FORWARDED 1	ro:				
					4:00 A					
				B		Admin 1		RECE	VED BY	
								COUN	TY ADMIN:	
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								COUN	TTY ADMIN	1

S:ENGR\W P\BLUE SHEETS-ENG\HAMPTON INN AND SUITES FORT MYERS ESTERO FL FH WS - FA - MMM - 20061718.DOC-12/21/06 4:10 PM

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF <u>DEVELOPER CONTRIBUTED ASSETS</u> IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "ESTERO HOTEL DEVELOPMENT, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one six inch fire line, one hydrant, one three inch diameter water service, fire protection and water service.), serving "HAMPTON INN AND SUITES AT FORT MYERS/ESTERO"; 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 \$25,023.65 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offer moved for its adoption. The motion wa	s seconded by Commissi	oner	who
and, upon being put t	o 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	,2007.	
	RD OF COUNTY COMMISSIC LEE COUNTY, FLORIDA	NERS	
By: By:	CHAIR	<u> </u>	

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061716-UTL

LETTER OF COMPLETION



DATE: 10/12/2006

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 system located in

Hampton Inn & Suites at Fort Myers / Estero

(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:

10/13/06

Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

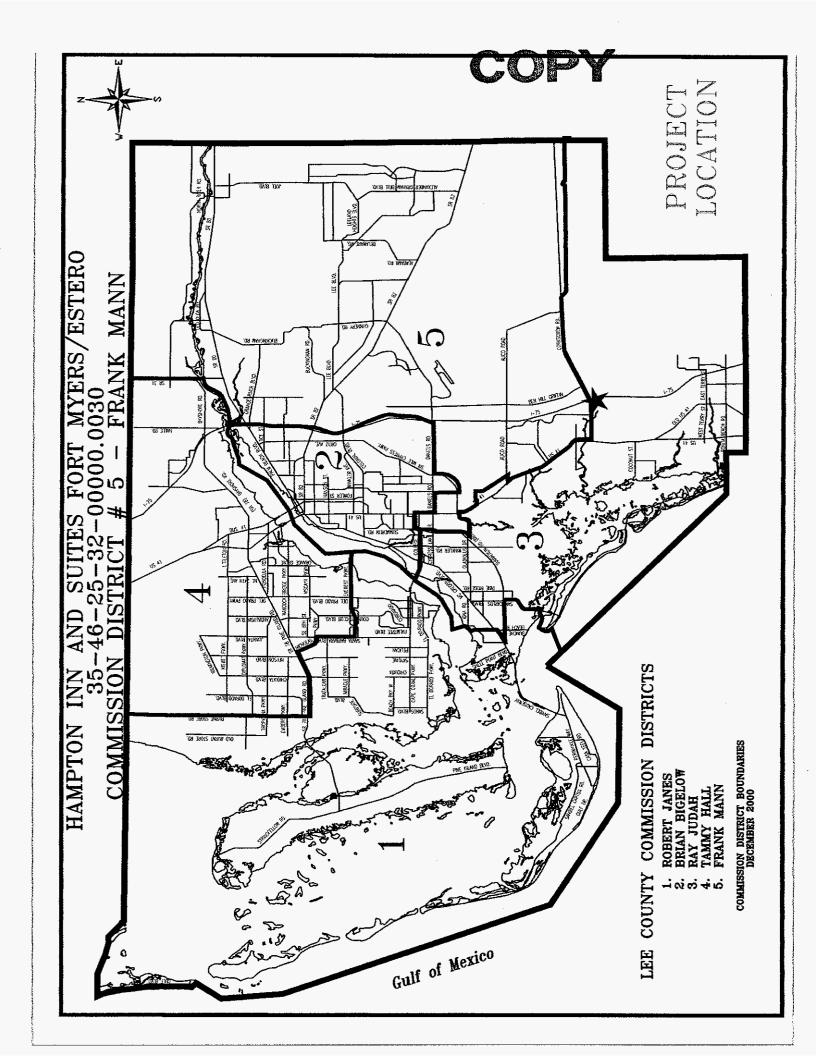
<u>David R. Underhill, Jr., P.E. - Banks Engineering</u> (Owner or Name of Corporation)

(Signature)

Vice President

(Title)

(Seal of Engineering Firm)





WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the <u>water and sewer systems</u> of <u>Hampton Inn and Suites Ft. Myers / Estero</u> 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 STATE UNDERGROUND, INC.

	(Contractor/Company/Name)
	THOMAS P. MCKIMM, PRESIDENT
	(Authorized Representative, Title)
	BY:
	(Signature) 7-1/
STATE OF)	
) SS:	
COUNTY OF COLLIER)	
The foregoing instrument was signed	and acknowledged before me this 2 nd day of November.
2006 by Thomas P. McKimm	
who did not take an oath.	
14/1/1	
Why (larsusotan	Cathye VanKerschaever
Notary Public Signature	7/ = 0 Commission # 13/140/202
	Expires September 19, 2009 Bonded Troy Fain - Insurance, Inc. 800-385-7019
Cathye VanKerschaever	· · ·

(Notary Seal & Commission Number)

LEF COUNTY
SOUTHWEST FLORIBA
(Forms - Warranty - Revised 04/2003)

Printed Name of Notary Public

Warranty___Form



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the	final payment in the amount of
Twenty Five thousand, twenty three dollars and sixty if	Five/00 (\$25,023.65) hereby waivers and
releases its lien and right to claim a lien for labor, servi	ices, or materials furnished to Pinkerton & Laws of
Florida, Inc. on the job of Estero Hotel Development, I	LC to the following described property:
The state of the Fig. 12 and 5	W. Biring C. Com
Hampton Inn and Suites, Fort Myers / Estero (Name of Development/Project)	Water Distribution System (Facilities Constructed)
• • •	·
10611 Cheverolet Way, Estero Florida (Location)	35-46-25-32-00000.0030 (Strap # or Section, Township & Range)
(Location)	(Strap # or Section, Township & Range)
//	
Dated on: December 15, \$2006.	
N WIN	
By: 1	Florida State Underground, Inc.
(Signature of Authorized Representative)	(Name of Firm or Corporation)
By: Thomas McKimm	4540 Domestic Avenue
(Print Name of Authorized Representative)	(Address of Firm or Corporation)
• •	• •
Title: President	Naples, FL 34104-
	(City, State & Zip Of Firm Or Corporation)
Phone #: (239)643-6449 Ext.	Fax#: (239)643-6891
STATE OF <u>FL</u>)) SS:	
COUNTY OF COLLIER)	
, <u> </u>	
The foregoing instrument was signed and acknowledge	
by Thomas P. McKimm who is personally known to n	ne, and who did not take an oath.
A	1 1
Cathye VanKerschaever	4 7/ V
Commission # DD467293 Expires September 19, 2009	u Uhr Dusch
OF FUR Bonded Troy Fain - Insurance, Inc. 800-385-7019 (Notary)	bublic Signature)
Coathern V	Jan V orgalización
	VanKerschaever Name of Notary Public)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	Hampton Inn and Suites at Fort Myers / Estero
STRAP NUMBER:	35-46-25-32-00000.0030
LOCATION:	10611 Chevrolet Way
OWNER'S NAME: (as show	n on Deed) Estero Hotel Development, LLC
OWNER'S ADDRESS:	7569 Cordoba Circle
OWNER'S ADDRESS:	Naples, FL 34109-
OWNER'S TELEPHONE #	: (239) 596-1299

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
TAPPING SLEEVE W/VALVE	10"	1.0	EA	\$3,567.50	\$3,567.50
GATE VALVE	4"	1.0	EA	\$497.70	\$497.70
FIRE HYDRANT ASSEMBLY		1.0	EA	\$2,284.10	\$2,284.10
CL-50 DIP	10"	188.0	LF	\$30.90	\$5,809.20
CL-50 DIP	6"	6.0	LF	\$22.25	\$133.50
CL-50 DIP	4"	9	LF	\$13.85	\$124.65
SINGLE WATER SERVICE/COMPLETE	3"	1.0	EA	\$6,122.00	\$6,122.00
FIRE LINE UP TO AND INCL IST OS + Y VALVE	6"	1.0	EA	\$6,485.00	\$6,485.00

	<u> </u>				***************************************
TOTAL					\$25,023.65

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



LEE COUNTY Contractor's Certification of Contributory Assets -- Form (July2006)

representation of the as-installed cost of	f material and services described above are a true and accurate of the system being contributed to Lee County and corresponds with the
record drawings.	1/
	CERTIFYING:
	X
	(Signature of Carafying Agent)
·	Thomas B. McVimm Pana
	Thomas P. McKimm PRES. (Name & Title of Certifying Agent)
	Florida State Underground, Inc.
	(Name of Firm or Corporation)
	, and the same of
	4540 Domestic Avenue, Naples Fl 34104
	(Address of Firm or Corporation)
	<u>_</u>
	,
STATE OF <u>FL</u>)	
) SS:	
COUNTY OF Collier)	
The foregoing instrument was signed an	d acknowledged before me this 15 th day of <u>December</u> , 2006 by
Thomas F. McKinin who is person	onally known to me, and who did not take an oath.
Cally Van Syssha	
Notard Public Signature	
Cathye VanKerschaever	ွှင့် Cathye VanKerschaever
Printed Name of Notary Public	Commission # DD467293 Expires September 19, 2009
	OF NO Bonded Troy Fain - Insurance, Inc. 800-385-7019
Notary Commission Number	(NOTARY SEAL)



FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

Ø	عبد حسد
ĩN	
	-

FDOR10240300 DR-219 R. 07/98

	(PLEASE READ INSTRUCTIONS BEFORE CO	OIVIPLETING)
} ■ 1.	Use black ink. Enter numbers as shown below. If Parcel Identification Number	f typing, enter numbers as shown below.
	(If Parcel ID not available please call County Property	
	Appraiser's Office) - 3194 9/23 2 U	
2.	Mark (x) all Multi-parcel Transaction is a split or cutout from	Property was improved with building(s) at time
	that apply transaction? another parcel? another parcel? EASEMENT: BS 20061718	of sale/transfer? → ∐ ESTERO HOTEL DEVELOPMENT LLC
3.	Grantor (Seller): Last First MI	Corporate Name (if applicable)
	7569 CORDOBA CIR NAPLES	FL 34109 ()
	Mailing Address City THOM OSTERHOUT AS AGENT: FOR	State Zip Code Phone No. LEE CO. BD. OF CO. COMMISSIONERS
4.	Last First MI	Corporate Name (if applicable)
	P. O. BOX 398 FT. MYERS Mailing Address City	FL 33902 (239,4798181 State Zip Code Phone No.
5.	Date of Sale/Transfer Sale/Transfer Price	
	Month Day Year (Round to the nearest dollar.)	Lee Property Located in Lee
6.	Type of Document Contract/Agreement Other 7. Are any mortgages on	the property? If "Yes",
	Warranty outstanding mortgage	
	Deed Quit Claim (Round to the nearest dollar.)	
8.	To the best of your knowledge, were there unusual circumstances or conditions to the s such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Sale of a partial or undivided interest? Related to seller by blood or marriage.	
9.	Was the sale/transfer financed? YES / NO If "Yes", please indicate type or	types of financing:
٠.	Agreement or	
	Conventional Seller Provided Contract for Deed	Other
10.	Institutional/ Property Type: Residential Commercial Industrial Agricultural Miscellaneous	
	Mark (x) all that apply	Cents
11.	To the best of your knowledge, was personal property YES / K NO	
	included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)	\$0000000
12.	Amount of Documentary Stamp Tax	
13.	If <u>no_tax</u> is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.	
	Under penalties of perjury, I declare that I have read the foregoing return and that the than the taxpayer, his/her declaration is based on all information of which his/her has	e facts stated in it are true. If prepared by someone other any knowledge.
L	Signature of Grantor or Grantee or Agent	Date 12/22/06
_	WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT (OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.	OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
	To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
	This copy to Property Appraiser	
	Time copy to Troporty Appraison	
	D. R. Book	
	and	
Pa	age Number and and	
F	ile Number	
Da	te Recorded	
Da	Month Day Year	

FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Transaction is a split



Property was improved

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

35462532000000030

2.	Mark (x) all Multi-parcel transaction? EASEMENT:	BS 2	or cutout from another parcel?	•		with build@ng(: of sale/trænsfe CEL DEVE	er? →	LLC
3.	Grantor (Seller): Last 7569 CORDOBA CIR	First	NAPLES			e Name (aFapp	plicable)	***************************************
4.	Mailing Address THOM OSTERI	OUT	City AS AGENT:		State Zip EE CO. BI		none No.	SSIONERS
	P. O. BOX 398	First	FT. MYERS	I		a Name (i# app 3 9 0 2 (plicable) 2394798	3181
5.	Mailing Address Date of Sale/Transfer		City Sale/Transfer Price	S	State Zip	Code Ph	hone No.	
	200	7 \$	\$10		0.0	Property Located In	46 Cour	nty Code
	Month Day Yea	(Rou	ind to the nearest dolla	ır.)	•	Eccatod III		_
6.	for Deed	ment X Other	7. Are any morto outstanding n			Yes",	YES	× NO
	Warranty Quit Claim Deed Deed		(Round to the neares	t dollar.)				.00
8.	To the best of your knowledge, were the such as: Forced sale by court order? For Sale of a partial or undivided interest? R	eclosure pending	? Distress Sale? Title of			Mineral rights	s? YES	× NO
9.	Was the sale/transfer financed? YES	× NO	If "Yes", please indicate	e type or type	es of financing	:		
	Conventional Seller P	ovided	Agreement or Contract for Deed		Other			
10.	. Property Type: Residential Commo Mark (x) all that apply	rcial Industrial		itutional/ ellaneous	Government	Vacantr ≭	Acreage	Timeshare
	. To the best of your knowledge, was poincluded in the sale/transfer? If "Yes", ple amount attributable to the personal prop. Amount of Documentary Stamp Tax	ase state the		* NO \$		0.70		. 0 0
13.	. If no tax is due in number 12, is deed ex	mpt from Docume	entary Stamp Tax unde	er s. 201.02(6	6), Florida Stati	utes?	YES	NO
	Under penalties of perjury, I declare than the taxpayer, his/her declaration Signature of Grantor or Grantee or	n is based or all it	nformation of which he	that the factine has any	cts stated in it a y knowledge.		epared by som	eone other
	WARNING: FAILURE TO FILE THIS RETURN OTHER PENALTY IMPOSED BY THE REVEN	OR ALTERNATIVE FOR		ARTMENT OF R	EVENUE SHALL RE			ADDITION TO ANY
	To be completed by the Cler	of the Circuit	Court's Office			Clerks	Date Stam	ıp
	This copy to Depar	lment of Reve	enue					
P	O. R. Book and and age Number and File Number Month Day	/				·		·

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. 20061718-UTL

PROJECT NAME: HAMPTON INN SUITES AT

FORT MYERS/ESTERO

EASEMENT NAME: ESTERO HOTEL

DEVELOPMENT, LLC

TYPING BY: Jeanette Cruz

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

Strap Number(s):

35-46-25-32-00000.0030

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 "ESTERO HOTEL 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:

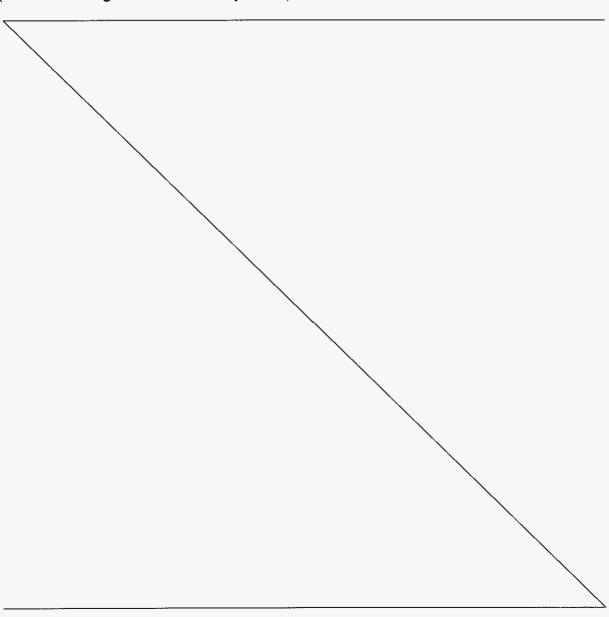
- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated 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 20061718-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 GRAN signed on the date and year first above writt	
Cannif M'Sluppara 1	BY:
[\st Witness' Signature]	[Signature Grantor's/Owner's]
Jennifer M. Sheppard	Michael Bou-Sliman
[Type or Print Name]	[Type or Print Name]
Greann Mackenze	Managing Partner
[2 nd Witness' Signature]	[Title]
Breakne & Mackensie	
[Type or Print Name]	
STATE OF FLORIDA	
COUNTY OF <u>Collier</u>	
The foregoing instrument was signed	d and acknowledged before me this 13th
day of October 2006, by Michael Bou-	
identification	or is personally
know to me, and who did/did not take an oa	
[stamp or seal]	mulm Duppard
JENNIFER M. SHEPPARD MY COMMISSION # DD 481775 [Signal	ture of Notary]
EXPIRES: November 16, 2009 Bonded Thru Notary Public Underwriters	nnifer M. Shuppard
[Typed	d or Printed Name]

	and on behalf 2006.	of Lee County, Florida, this
ATTEST: CHARLIE GREEN, CLERK		D OF COUNTY COMMISSIONERS E COUNTY, FLORIDA
BY: Deputy Clerk	_ BY: _	Chair
	BY:	APPROVED AS TO FORM
	-	Office of the County Attorney Scott S. Coovert, Esquire

Banks Engineering

Professional Engineers, Planners & Land Surveyors
FORT MYERS ◆ NAPLES ◆ SARASOTA ◆ PORT CHARLOTTE

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

LOT 3, CORKSCREW COMMERCE PARK (LEE COUNTY UTILITIES EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A PORTION OF LOT 3, CORKSCREW COMMERCE PARK, IN ACCORDANCE WITH THE PLAT RECORDED AT INSTRUMENT NUMBER 2005000006954 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE N 25°46'14" W ALONG THE WEST LINE OF SAID LOT 3 FOR 240.00 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 22.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 34.56 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 3; THENCE N 64°13'46" E ALONG SAID NORTH LINE FOR 15.85 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 64°13'46" E ALONG SAID NORTH LINE FOR 20.00 FEET; THENCE S 25°46'14" E FOR 105.35 FEET; THENCE S 71°00'00" E FOR 27.91 FEET; THENCE S 25°46'14" E FOR 13.32 FEET; THENCE S 64°13'46" W FOR 14.97 FEET; THENCE N 71°00'00" W FOR 35.00 FEET; THENCE N 25°46'14" W FOR 113.68 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 2,919 SQ. FT., MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SAID LOT 3 AS BEARING N.25°46'14"W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED OCTOBER 11, 2006.

ROBERT TAD SIMPSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION No. 5559

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