

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

Blue Sheet No. 20070250-UTL

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of a water distribution system, to provide potable water service and fire protection to *Jonathan's Bay*, a recently constructed multi-family residential development. This is a Developer Contributed asset project located on the west side of South Tamiami Trail just north of the intersection of South Tamiami Trail and Old US 41.

2. FUNDING SOURCE:

No funds required.

3. WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: 10 - Utilities C106		6. Meeting Date: MAR 13 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	Approval
		9. Request Initiated: Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas L. Meurer</u> 2-23-2007 Douglas L. Meurer, P.E., Director

10. Background:

The Board granted permission to construct on 02/22/05, Blue Sheet #20050129.
 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 will be provided by Forrest Utilities via a recently constructed on-site gravity collection system, lift station and force main.
 Funds are available for recording fees in: Account No. OD5360748700.504930
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 36 TOWNSHIP 45S RANGE 24E DISTRICT # 3 COMMISSIONER JUDAH

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: <u>2-26-07</u>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <u>2/23</u>	<i>S. Coovort</i> S. Coovort Date: <u>2/26/07</u>	<i>ebw</i> 2-27-07	<i>MR</i> 3/1/07	<i>RK FOR</i> <i>RG</i> 2/27	<i>J. Lavender</i> Date: <u>2-26-07</u>	

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
27 8:15 AM
COUNTY ADMIN
FORWARDED TO: 311 3pm

Rec. by CoAtty
Date: 2/26/07
Time: 2:25pm
Forwarded to:
2/26/07
3:30pm

RESOLUTION NO.

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

WHEREAS, it is the desire of "JONATHAN'S BAY CONDO ASSOC AND JONATHAN'S BAY ASSOC, INC", owner of record, to make a contribution to Lee County Utilities of water facilities (water distribution system, potable water and fire protection), serving "JONATHAN'S BAY"; 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 **\$188,540.93** 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 _____, 2007.

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 20070250-UTL

COPY

LETTER OF COMPLETION

DATE: 12/21/2005

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

Gentlemen:

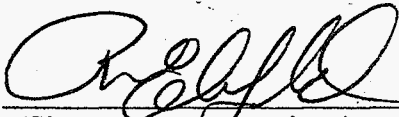
This is to certify that the **water distribution** located at
Jonathan's Bay
(Name of Development/Project)

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

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

Very truly yours,

Environmental Consulting & Tecnology, Inc.
(Owner or Name of Corporation/Firm)



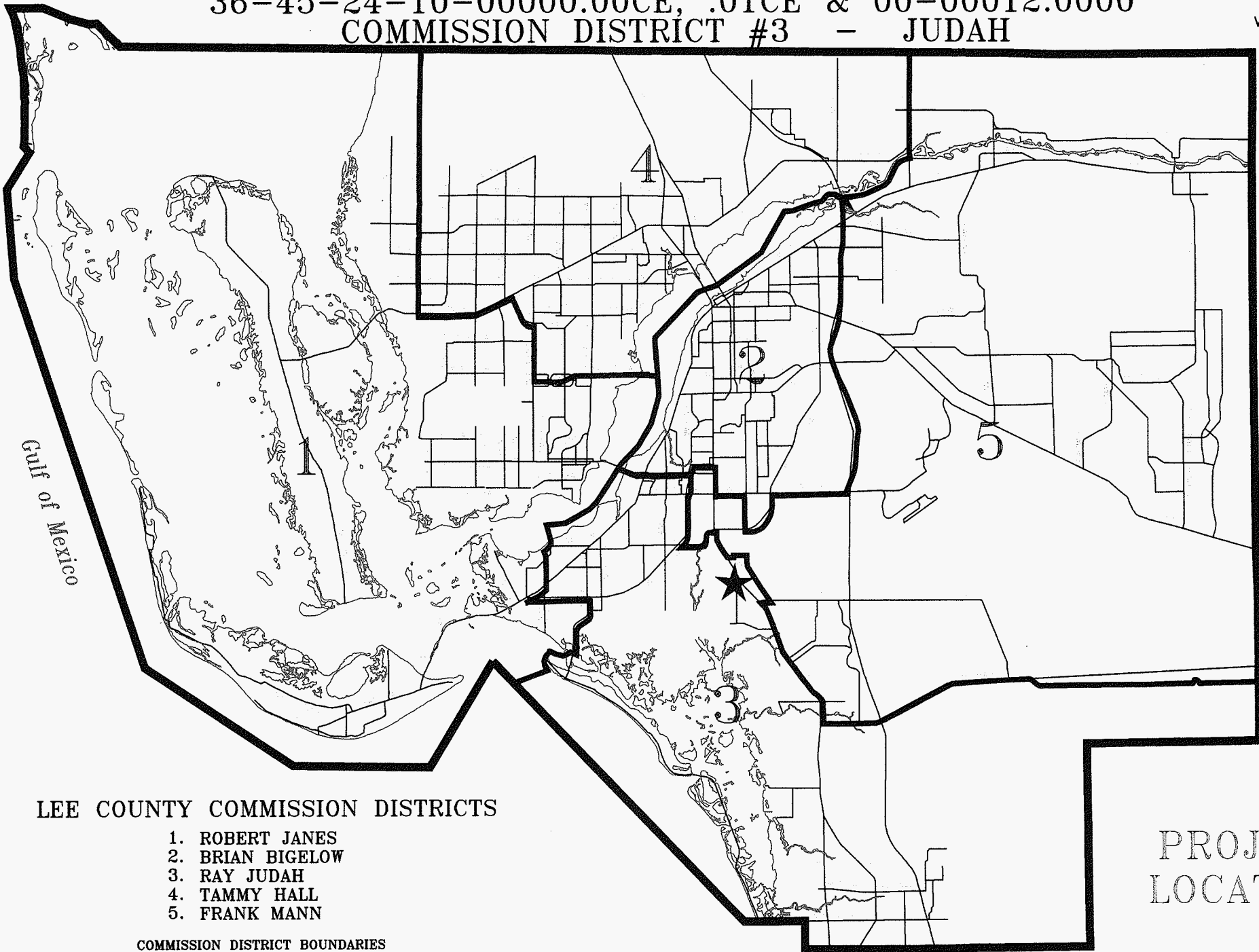
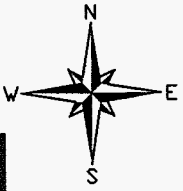
(Signature) 12/21/05

Ronald M. Edenfield, P.E. - Project Engineer
(Name and Title)

(Seal of Engineering Firm)

RECEIVED DEC 21 2005

JONATHAN'S BAY
36-45-24-10-0000.00CE, .01CE & 00-00012.0000
COMMISSION DISTRICT #3 - 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

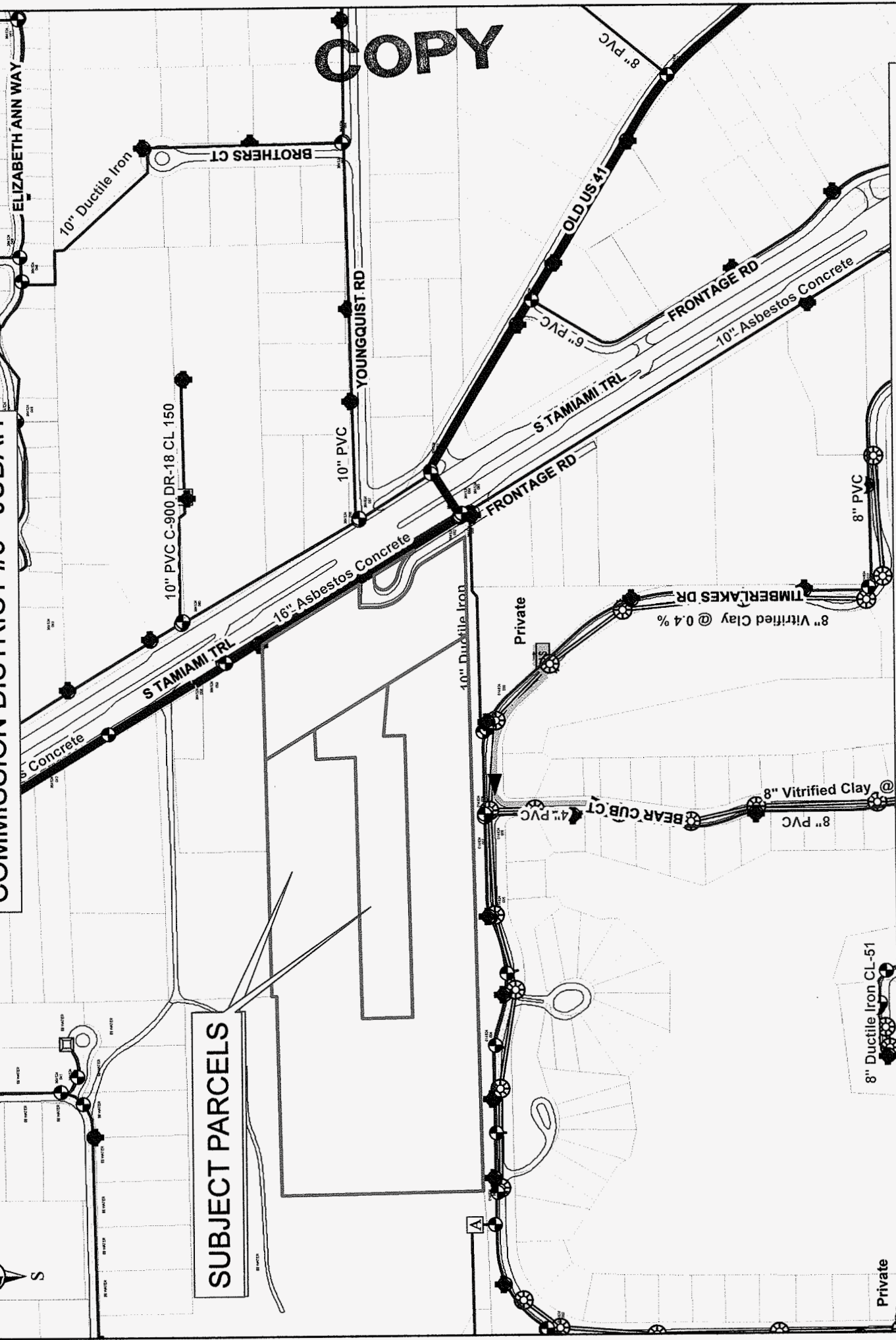
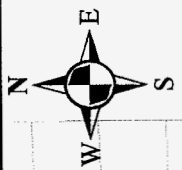
PROJECT
LOCATION

COPY

JONATHAN'S BAY

COMMISSION DISTRICT #3 - JUDAH

SUBJECT PARCELS



6010 - 6100 JONATHAN'S BAY CIRCLE
36-45-24-10-00000.00CE, .01CE & 00-00012.0000

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Jonathans Bay 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.

Mitchell & Stark Construction Company

(Contractor/Company Name)

David C. Scafidi, Project Manager

(Authorized Representative, Title)

BY: [Signature]

(Signature)

STATE OF FL)

) SS:

COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 9 th day of August, 2006 by David C. Scafidi who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Belinda Burgbacher
Printed Name of Notary Public



Belinda Burgbacher
Commission #DD179217
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of One Hundred Eighty Eight Thousand Five Hundred Forty and 93/100(\$188,540.93) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Jonathan's Bay Association, Inc./EH Transeastern Properties, Inc. on the job of Jonathan's Bay to the following described property:

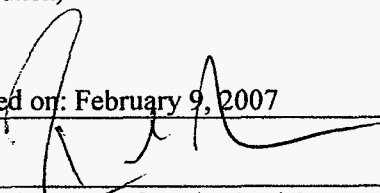
Jonathan's Bay
(Name of Development/Project)

Water Distribution System
(Facilities Constructed)

6010 - 6100 Jonathan's Bay Circle
(Location)

36-45-24-00-00012.0000 , 10-00000.00CE & 01CE
(Strap # or Section, Township & Range)

Dated on: February 9, 2007

By: 
(Signature of Authorized Representative)

Mitchell & Stark Construction Company
(Name of Firm or Corporation)

By: David C. Scafidi
(Print Name of Authorized Representative)

6001 Shirley Street
(Address of Firm or Corporation)

Title: Project Manager


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

Phone #: (239)597-2165 Ext.27

Fax#: (239)566-7865

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this day of February, 2007 by David C. Scafidi who is personally known to me - , and who did not take an oath.

NOTARY PUBLIC - STATE OF FL
 Belinda Burgbacher
Commission # DD6204
Expires: JAN. 22, 2011
BONDED THRU ATLANTIC BONDING CO., INC.


(Notary Public Signature)

(Notary Seal & Commission Number)

Belinda Burgbacher
(Printed Name of Notary Public)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Jonathan's Bay

STRAP NUMBER: 36-45-24-10-00000.00CE , 36-45-24-10-00000.01CE and 36-45-24-00-00012.0000

LOCATION: 6010 - 6100 Jonathan's Bay Circle

OWNER'S NAME: (as shown on Deed) Jonathan's Bay Association, Inc.

OWNER'S ADDRESS: 3300 N University Drive, Suite 1

OWNER'S ADDRESS: Coral Springs, FL 33065-

OWNER'S TELEPHONE #: (239) 481-9400

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" x 16"	2.0	EA	\$6,174.66	\$12,349.32
PVC C-900 DR-18 WATER MAIN	10"	3,158.0	LF	\$22.21	\$70,139.18
CL-50 DIP WATER MAIN	10"	407.0	LF	\$28.83	\$11,733.81
STEEL CASING	20"	40.0	LF	\$200.00	\$8,000.00
ASSORTED FITTINGS	10"	34.0	EA	\$750.00	\$25,500.00
FIRE HYDRANT ASSEMBLY		9.0	EA	\$2,966.46	\$26,698.14
GATE VALVE	10"	8.0	EA	\$1,527.59	\$12,220.72
SINGLE WATER SERVICE/COMPLETE	1"	2.0	EA	\$1,200.00	\$2,400.00
SINGLE WATER SERVICE/COMPLETE	2"	14.0	EA	\$1,392.84	\$19,499.76
TOTAL					\$188,540.93

(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)

David C. Scaffidi, Project Manager
(Name & Title of Certifying Agent)

Mitchell & Stark Construction Company
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

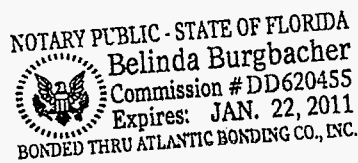
Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 9th day of August, 2006 by David C. Scaffidi who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

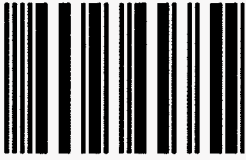
Belinda Burgbacher
Printed Name of Notary Public



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

364524100000000CE; 01CE

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 20070250

JONATHAN'S BAY ASSOCIATION, INC

Last First MI State Corporate Name (if applicable)
1044 CASTELLO DRIVE, STE 206 NAPLES FL 34103

4. Grantee (Buyer):

THOM OSTERHOUT

AS AGENT:

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI State Zip Code Phone No.
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer

03 13 2007
Month Day Year

\$ 2007
Year

Sale/Transfer Price

\$10

. 00

Property Located In 46 County Code

6. Type of Document

Contract/Agreement for Deed Other
Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
outstanding mortgage balance:

YES NO

(Round to the nearest dollar.) \$

. 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: Mark (x) all that apply

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 \$

Cents . 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 2/23/07

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	

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. 20070250-UTL

**PROJECT NAME: JONATHAN'S BAY
EASEMENT NAME: JONATHAN'S BAY CONDO
ASSOC AND JONATHAN'S BAY
ASSOC, INC**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

36-45-24-10-00000.00CE
36-45-24-10-00000.01CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2007, by and between "**JONATHAN'S BAY CONDOMINIUM ASSOCIATION AND JONATHAN'S BAY 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 20070250-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.

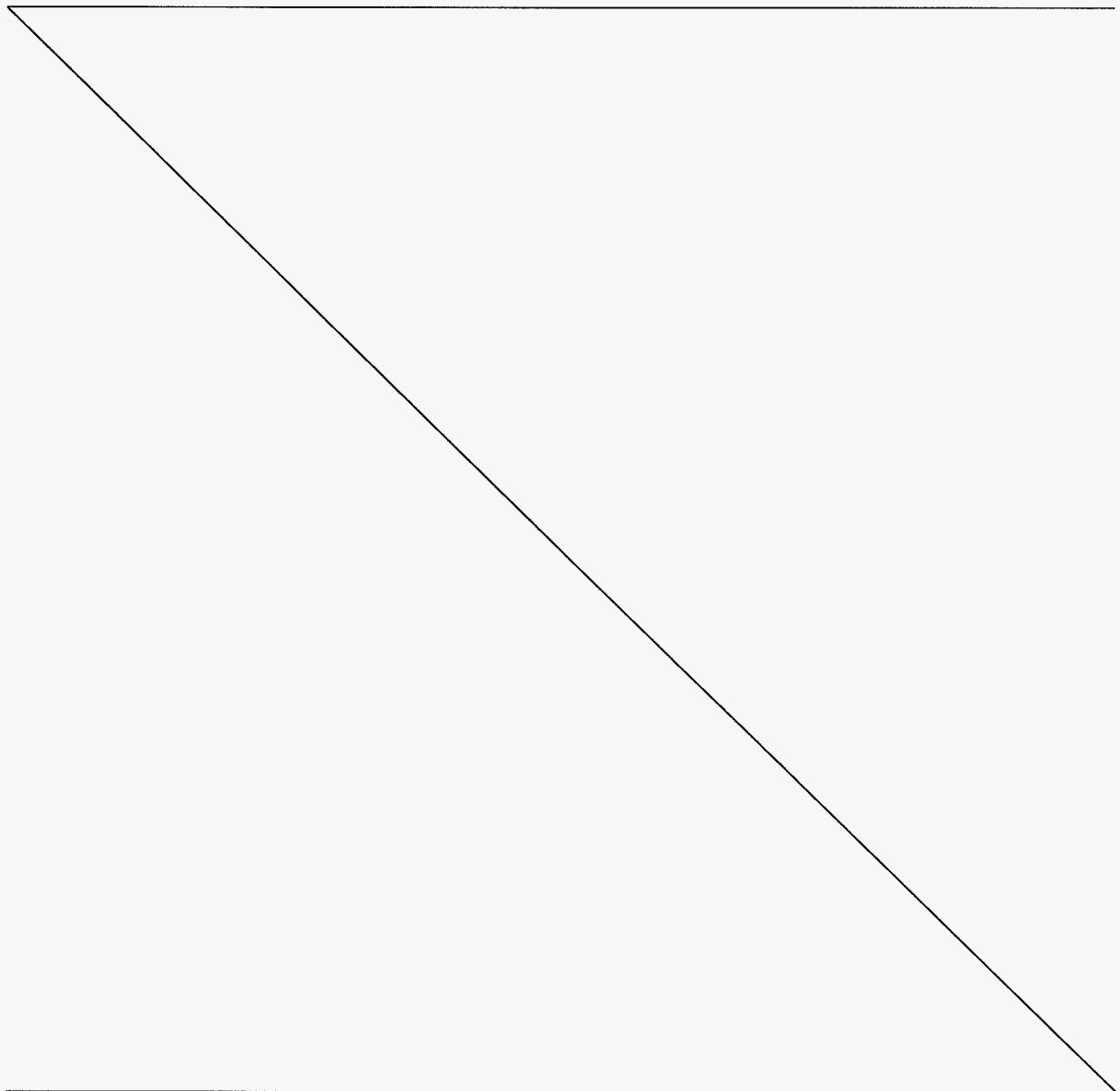
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or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

Nora La Ruffa
[1st Witness' Signature]

Nora La Ruffa
[Type or Print Name]

Kathie Wilson
[2nd Witness' Signature]

Kathie Wilson
[Type or Print Name]

BY: Marc B. Schneiderman
[Signature Grantor's/Owner's]

Marc B. Schneiderman
[Type or Print Name]

President
[Title]

STATE OF FLORIDA


COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 17th day of April 2006 by Marc B. Schneiderman who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Vanessa L. Tyler
[Signature of Notary]

Vanessa L. Tyler
[Typed or Printed Name]

NOTARY PUBLIC-STATE OF FLORIDA
 Vanessa L. Tyler
Commission # DD470298
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.

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

ATTEST:
CHARLIE GREEN, CLERK

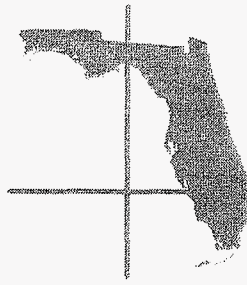
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

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



METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 36, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE,
LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTH QUARTER (S ¼) CORNER OF SAID SECTION 36; THENCE
S.88°55'38"W. ALONG THE SOUTH LINE OF SAID SECTION 36 FOR 136.80 FEET; THENCE
N.31°32'26"W. FOR 346.89 FEET TO THE POINT OF BEGINNING; THENCE S.89°00'53"W. FOR
164.22 FEET; THENCE S.00°25'13"W. FOR 140.38 FEET; THENCE S.47°25'06"W. FOR 86.56 FEET;
THENCE N.89°42'44"W. FOR 416.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING
A RADIUS OF 1,012.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 02°43'15" FOR 48.06 FEET; THENCE S.87°34'01"W. FOR 394.28 FEET; THENCE
S.05°24'53"W. FOR 32.30 FEET; THENCE S.87°34'01"W. FOR 13.08 FEET TO THE BEGINNING OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET; THENCE ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 83°33'02" FOR 174.99 FEET; THENCE N.06°25'21"W.
FOR 33.66 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF
WHICH THE RADIUS POINT LIES N.83°48'06"E., A RADIAL DISTANCE OF 1,020.00 FEET; THENCE
NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°08'47" FOR 91.62 FEET;
THENCE S.88°56'53"W. FOR 5.00 FEET; THENCE N.00°26'29"W. FOR 21.84 FEET; THENCE
S.89°49'51"E. FOR 5.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE
RIGHT, OF WHICH THE RADIUS POINT LIES S.89°49'51"E., A RADIAL DISTANCE OF 1,020.00 FEET;
THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°03'31" FOR 72.25
FEET; THENCE N.04°13'39"E. FOR 28.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 120.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 86°06'09" FOR 180.33 FEET; THENCE S.89°40'11"E. FOR 310.83 FEET;
THENCE N.00°19'49"E. FOR 5.00 FEET; THENCE S.89°40'11"E. FOR 19.62 FEET; THENCE
S.00°19'49"W. FOR 5.00 FEET; THENCE S.89°40'11"E. FOR 81.31 FEET TO THE BEGINNING OF A
CURVE TO THE LEFT HAVING A RADIUS OF 980.00 FEET; THENCE ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 02°43'15" FOR 46.54 FEET; THENCE N.87°36'34"E. FOR
395.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°22'23" FOR
38.48 FEET; THENCE N.62°13'34"E. FOR 5.93 FEET; THENCE N.22°37'47"E. FOR 18.31 FEET;
THENCE S.79°12'01"E. FOR 20.43 FEET; THENCE S.22°37'47"W. FOR 22.50 FEET; THENCE
S.16°57'59"E. FOR 5.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE
RIGHT, OF WHICH THE RADIUS POINT LIES S.29°09'20"W., A RADIAL DISTANCE OF 120.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 59°51'33" FOR
125.37 FEET; THENCE S.00°59'07"E. FOR 37.15 FEET; THENCE S.45°59'07"E. FOR 19.99 FEET;
THENCE S.06°44'27"E. FOR 49.58 FEET; THENCE N.89°00'53"E. FOR 108.29 FEET; THENCE
S.31°32'26"E. FOR 9.29 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 3

LESS AND EXCEPT THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTH QUARTER (S ¼) CORNER OF SAID SECTION 36; THENCE S.88°55'38"W. ALONG THE SOUTH LINE OF SAID SECTION 36 FOR 136.80 FEET; THENCE N.31°32'26"W. FOR 356.18 FEET; THENCE S.89°00'53"W. FOR 166.70 FEET TO THE POINT OF BEGINNING; THENCE S.00°25'13"W. FOR 144.71 FEET; THENCE S.47°25'06"W. FOR 79.94 FEET; THENCE N.89°42'44"W. FOR 414.07 FEET; TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.00°15'44"W., A RADIAL DISTANCE OF 1,020.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°41'43" FOR 47.98 FEET; THENCE S.87°34'01"W. FOR 89.68 FEET; THENCE N.02°25'59"W. FOR 5.00 FEET; THENCE S.87°34'01"W. FOR 21.62 FEET; THENCE S.02°25'59"E. FOR 5.00 FEET; THENCE S.87°34'01"W. FOR 289.95 FEET; THENCE S.05°24'53"W. FOR 32.30 FEET; THENCE S.87°34'01"W. FOR 6.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°14'06" FOR 168.57 FEET; THENCE N.06°11'54"W. FOR 28.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,012.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'33" FOR 184.15 FEET; THENCE N.04°13'39"E. FOR 28.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°06'09" FOR 168.31 FEET; THENCE S.89°40'11"E. FOR 411.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 988.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'15" FOR 46.92 FEET; THENCE N.87°36'34"E. FOR 395.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°24'19" FOR 178.68 FEET; THENCE S.01°00'30"E. FOR 40.48 FEET; THENCE S.45°59'07"E. FOR 20.43 FEET; THENCE S.06°44'27"E. FOR 45.92 FEET; THENCE S.89°00'53"W. FOR 50.97 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 25,052 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 24 EAST BEING N.88°55'38"E.

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



TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5838

SHEET 2 OF 3

6792SK7.doc

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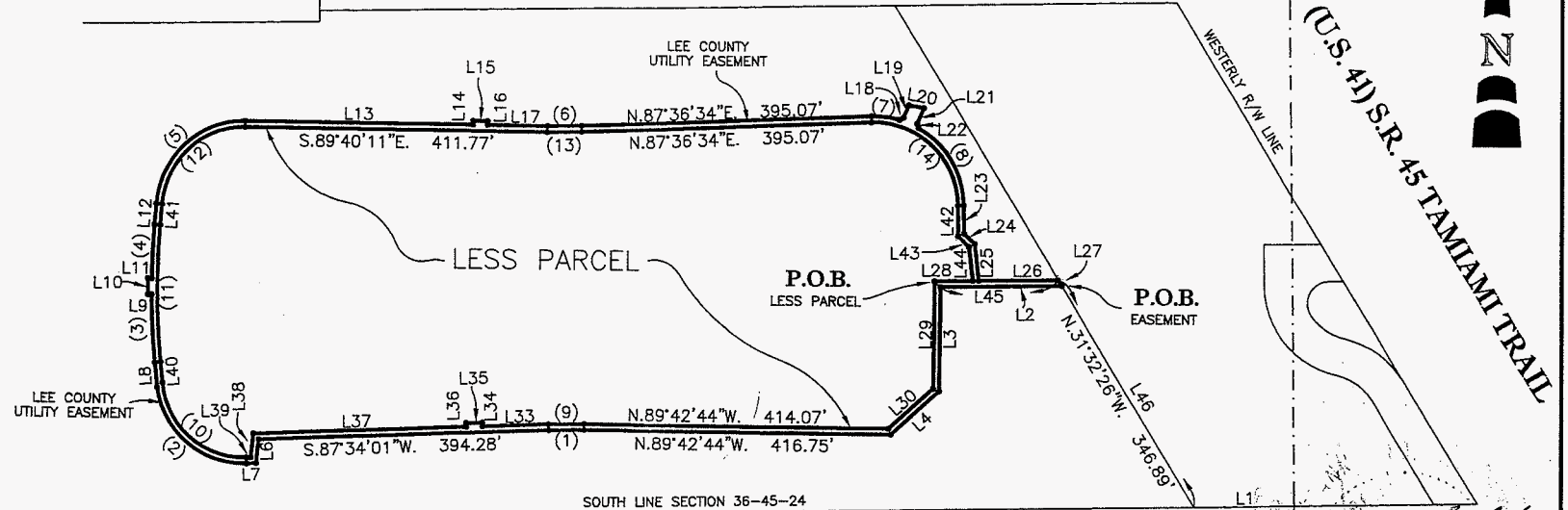
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SKETCH TO ACCOMPANY DESCRIPTION

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

LINE TABLE

Line	Bearing	Distance
L1	S.88°55'38"W.	136.80'
L2	S.89°00'53"W.	164.22'
L3	S.00°25'13"W.	140.38'
L4	S.47°25'08"W.	86.56'
L5	S.05°24'53"W.	32.30'
L6	S.87°34'01"W.	13.08'
L7	N.06°25'21"W.	33.86'
L8	S.88°56'53"W.	5.00'
L9	N.00°26'29"W.	21.84'
L10	S.89°49'51"E.	5.00'
L11	N.04°13'39"E.	28.03'
L12	S.89°40'11"E.	310.83'
L13	N.00°19'49"E.	5.00'
L14	S.89°40'11"E.	19.62'
L15	S.00°19'49"W.	5.00'
L16	S.89°40'11"E.	81.31'
L17	N.62°13'34"E.	5.33'
L18	N.22°37'47"E.	18.31'
L19	S.79°12'01"E.	20.43'
L20	S.22°37'47"W.	22.50'
L21	S.16°57'59"E.	5.89'
L22	S.03°59'07"E.	37.15'
L23	S.45°59'07"E.	19.89'
L24	S.06°44'27"E.	49.58'
L25	N.89°00'53"E.	108.29'
L26	S.02°25'59"E.	5.29'
L27	S.89°00'53"W.	50.97'
L28	S.00°25'13"W.	144.71'
L29	S.47°25'08"W.	78.94'
L30	S.05°24'53"W.	89.68'
L31	S.87°34'01"W.	5.00'
L32	N.02°25'59"W.	21.62'
L33	S.87°34'01"W.	166.70'
L34	S.02°25'59"E.	5.00'
L35	S.87°34'01"W.	21.62'
L36	S.02°25'59"E.	5.00'
L37	S.87°34'01"W.	289.55'
L38	S.05°24'53"W.	32.30'
L39	S.87°34'01"W.	6.10'
L40	N.06°11'54"W.	28.04'
L41	N.04°13'39"E.	28.03'
L42	S.01°00'30"E.	40.48'
L43	S.45°59'07"E.	20.43'
L44	S.06°44'27"E.	45.62'
L45	S.89°00'53"W.	166.70'
L46	N.31°32'26"W.	356.18'



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1012.00'	02°43'15"	48.06'	24.03'	48.05'	S.88°55'38"W.
2	120.00'	83°33'02"	174.99'	107.20'	159.89'	N.50°39'28"W.
3	1020.00'	05°08'47"	91.62'	45.84'	91.59'	N.03°37'30"W.
4	1020.00'	04°03'31"	72.25'	36.14'	72.25'	N.02°11'54"E.
5	120.00'	86°06'09"	180.33'	112.10'	163.84'	N.47°16'44"E.
6	980.00'	02°43'15"	46.54'	23.27'	46.53'	N.88°58'11"E.
7	120.00'	18°22'23"	38.48'	19.41'	38.32'	S.83°12'15"E.
8	120.00'	59°51'33"	125.37'	69.09'	119.74'	S.30°54'54"E.
9	1020.00'	02°41'43"	47.98'	24.00'	47.98'	S.88°54'52"W.
10	112.00'	88°14'06"	168.57'	104.87'	153.10'	N.48°18'57"W.
11	1012.00'	10°25'33"	184.15'	92.33'	183.90'	N.00°59'07"W.
12	112.00'	86°06'09"	168.31'	104.63'	152.91'	N.47°16'44"E.
13	980.00'	02°43'15"	46.52'	23.46'	46.91'	N.88°58'11"E.
14	112.00'	91°24'18"	178.68'	114.76'	160.32'	S.46°41'17"E.

FOR THE EXCLUSIVE USE OF:
- ECT INC.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL/RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT

* THIS IS NOT A SURVEY *

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

P.O.C.
SOUTH 1/4 CORNER
SECTION 36-45-24

BY: *[Signature]*
TIMOTHY LEE WAIN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: April 13, 2006

REVISION: CHANGED EASEMENT 4-13-06 (DESII)

TITLE: SKETCH OF DESCRIPTION			
 METRON SURVEYING & MAPPING, LLC LAND SURVEYORS - PLANNERS LB# 7071		10970 S. CLEVELAND AVENUE SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronfl.com	
FILE NAME: 6792SK7.DWG	FIELD BOOK/PAGE: N/A	PROJECT NO.: 6792	SHEET: 3 OF 3
SKETCH DATE: 10-18-2004	DRAWN BY: DESII	SCALE: 1" = 200'	CHECKED BY: TLM
		(S-T-R)	36-45-24