

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

Blue Sheet No. 20070314-UTL

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of a two 10" diameter fire lines, two 6" diameter master meter assemblies and one 4" diameter force main connection, to provide potable water service, fire protection and sewer service to *Eagles Preserve at Shell Point*, a multi-family residential life care facility. This is a Developer contributed asset located along the west side of Davis Road approximately 3/4 mile north of McGregor Blvd.

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 CIOB		6. Meeting Date: APR 03 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 Public Works Division Utilities By: <i>Douglas L. Meurer</i> 3-19-2007 Douglas L. Meurer, P.E., Director

10. Background:

The Board granted permission to construct on 08-16-05, Blue Sheet #20051087.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
Satisfactory pressure and bacteriological testing has been completed.
Satisfactory pressure testing of the force main 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 No. OD5360748700.504930
(Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 02 TOWNSHIP 46S RANGE 23E DISTRICT # 1 COMMISSIONER JANES

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: 3-19-07	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: 3/19	<i>S. Covert</i> S. Covert Date: 3/20/07	<i>RK</i> 3/20	<i>MC</i> 3/20/07	<i>My</i> 3/20/07	<i>MC</i> 3-20-07	<i>J. Lavender</i> Date: 3-19-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>PL</i>
3/20/07
3:50 pm
COUNTY ADMIN FORWARDED TO: <i>PL</i>
3/21/07
9:15 AM

Rec. by CoAtty
Date: 3/20/07
Time: 11:30 AM
Forwarded To: Admin. 3/20/07 2:30 pm

RESOLUTION NO.

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

WHEREAS, it is the desire of "Christian and Missionary Alliance Foundation, Inc." owner of record, to make a contribution to Lee County Utilities of water facilities (3 single water services), and sewer facilities (a single sewer service), serving "Eagles Preserve at Shell Point"; 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 \$44,924.50 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

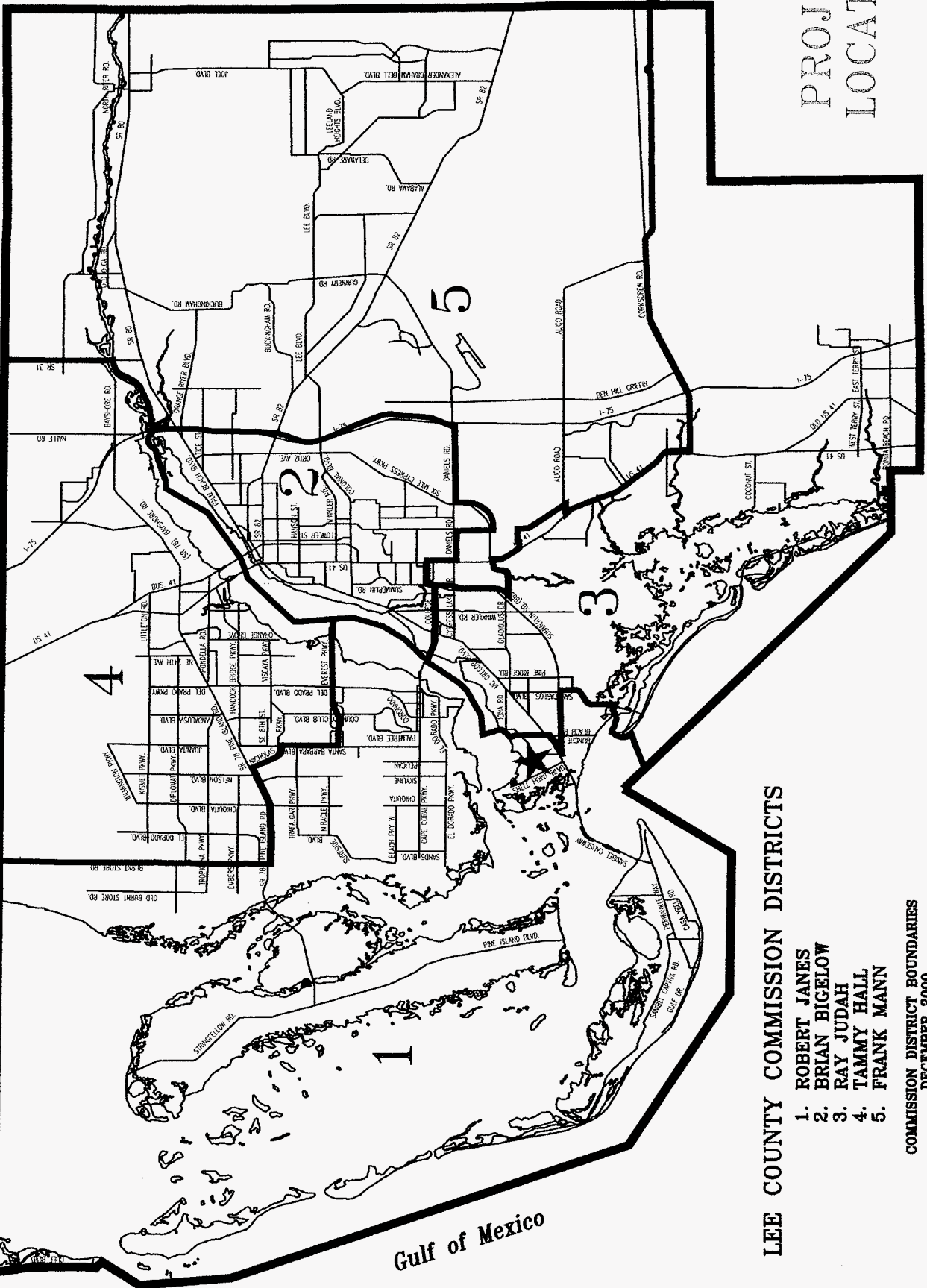
APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20070314-UTL

COPY
PROJECT
LOCATION

EAGLES PRESERVE AT SHELL POINT
02-46-23-00-00002.0000
COMMISSION DISTRICT # 1 - ROBERT JANES



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

COPY

LETTER OF COMPLETION

DATE: January 16, 2007

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

Gentlemen:

This is to certify that the **fire line up to and including 1st OS + Y valve(s) and force main extension/connection** located in **Eagles Preserve at Shell Point. DOS2004-00283**
(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 , Pressure Test(s) - Water Main , Pressure Test(s) - Force Main , Low Pressure Test(s) - Gravity Main and Lift Station Start-up

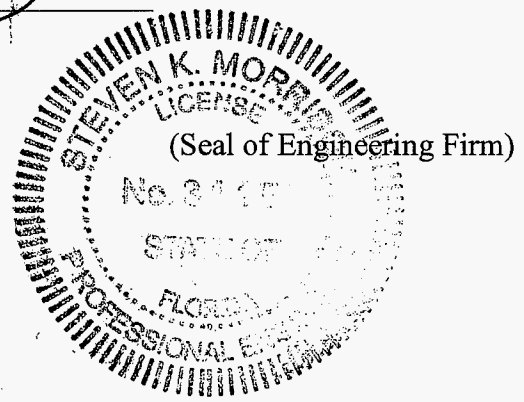
Very truly yours,

Johnson Engineering, Inc.
(Owner or Name of Corporation/Firm)

 1/16/07

(Signature)

Steven K. Morrison P.E.
(Title)



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Eagles Preserve at Shell Point 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.

MAJ Contracting, Inc.
(Contractor/Company Name)

Mark Justice, President
(Authorized Representative, Title)

BY: [Signature]
(Signature)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16 th day of January, 20 07 by Mark Justice who is personally known to me - , and who did not take an oath.

[Signature]
Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Anthony Stefanacci
Commission # DD373721
Expires: NOV. 21, 2008
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 Forty-four Thousand Nine Hundred Twenty-four Dollars and Fifty cents(\$44,924.50) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to The Christian and issionary Alliance Foundation, Inc. on the job of Eagles Preserve at Shell Point to the following described property:

Eagles Preserve at Shell Point
(Name of Development/Project)

Water /or Sewer Service(s) ,
Fire Line up to and including 1st OS and Y valve and
Force Main Extension/Connection
(Facilities Constructed)

On Par Boulevard and Davis Road, Ft Myers, FL
(Location)

02-46-23-00-00002.0000
(Strap # or Section, Township & Range)

Dated on: January 16, 2007

By: [Signature]
(Signature of Authorized Representative)

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

By: Mark Justice
(Print Name of Authorized Representative)

2602 Dora St.
(Address of Firm or Corporation)

Title: President

Ft Myers, FL 33901-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)332-7989 Ext.

Fax#: (239)332-7475

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16 th day of January, 2007 by Mark Justice who is personally known to me - _____, and who did not take an oath.

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

(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Anthony Stefanacci
(Printed Name of Notary Public)

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)

Mark Justice

(Name & Title of Certifying Agent)

MAJ Contracting, Inc.

(Name of Firm or Corporation)

2602 Dora St.

(Address of Firm or Corporation)

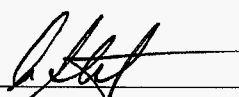
Ft Myers, FL 33901 -

STATE OF FL)

) SS:

COUNTY OF LEE)


The foregoing instrument was signed and acknowledged before me this 16 th day of January, 2007 by Mark Justice who is personally known to me - _____, and who did not take an oath.



Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

DD373 721
Notary Commission Number

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

(NOTARY SEAL)

COPY

11.5

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CERTIFYING:

X

(Signature of Certifying Agent)

Mark Justice

(Name & Title of Certifying Agent)

MAJ Contracting, Inc.

(Name of Firm or Corporation)

2602 Dora St.

(Address of Firm or Corporation)

Ft Myers, FL 33901 -

STATE OF FL)

) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16 th day of January, 2007 by Mark Justice who is personally known to me - _____, and who did not take an oath.

Notary Public Signature

Anthony Stefanacci

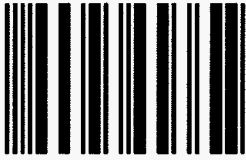
Printed Name of Notary Public

DD373 721

Notary Commission Number

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

(NOTARY SEAL)



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 0 1 2 3 4 5 6 7 8 9 0123456789
02462300000020000

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 20070314 CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION INC

3. Grantor (Seller):
 Last First MI Corporate Name (if applicable)
15000 SHELL POINT BLVD FORT MYERS FL 33908

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 Sale/Transfer Price
04 03 2007 \$ \$10 . 00 Property Located In 46 County Code

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (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: 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 [Signature] Date 3/19/07

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	
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. 20070314-UTL

**PROJECT NAME: EAGLES PRESERVE AT SHELL
POINT**

**EASEMENT NAME: CHRISTIAN AND MISSIONARY
ALLIANCE FOUNDATION, INC.**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

02-46-23-00-00002.0000

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 "**CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION, 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 20070314 - 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.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Cindy O'Grady
[1st Witness' Signature]

CINDY O'GRADY
[Type or Print Name]

Robert Southern
[2nd Witness' Signature]

ROBERT SOUTHERN
[Type or Print Name]

BY: Peter DYS, President. 1-12-07

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 12 day of January 2007, by Peter DYS who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Carol A. Young
[Signature of Notary]

CAROL A. Young
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this ___ day of _____, 200

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

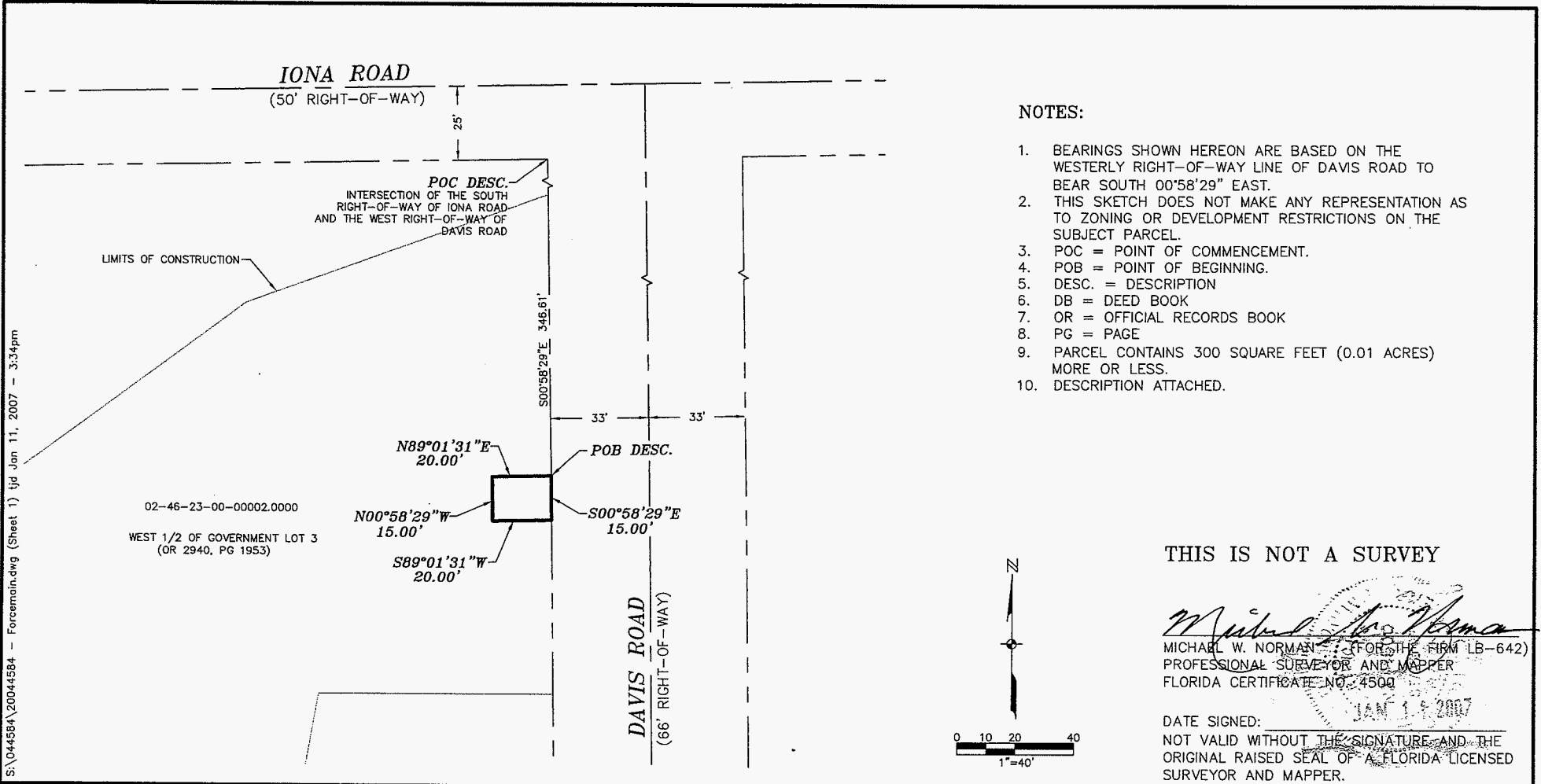
BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

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

COPY



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF DAVIS ROAD TO BEAR SOUTH 00°58'29" EAST.
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. DESC. = DESCRIPTION
6. DB = DEED BOOK
7. OR = OFFICIAL RECORDS BOOK
8. PG = PAGE
9. PARCEL CONTAINS 300 SQUARE FEET (0.01 ACRES) MORE OR LESS.
10. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JAN 19 2007
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\044584\20044584 - Forcemain.dwg (Sheet 1) tjd Jan 11, 2007 - 3:34pm

FORCEMAIN EASEMENT
 EAGLES PRESERVE
 AT SHELL POINT VILLAGE
 SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/11/07	20044584	02-46-23	1"=40'	1 OF 2

January 11, 2007

DESCRIPTION

**FORCEMAIN EASEMENT
EAGLES PRESERVE AT SHELL POINT VILLAGE
SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA**

A parcel or tract of land lying in Section 2, Township 46 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

Commencing at the intersection of the south right-of-way line of Iona Road (50 feet wide) and the west right-of-way line of Davis Road (66 feet wide) run South 00° 58' 29" East along the west right-of-way line of Davis Road for 346.61 feet to the Point of Beginning.

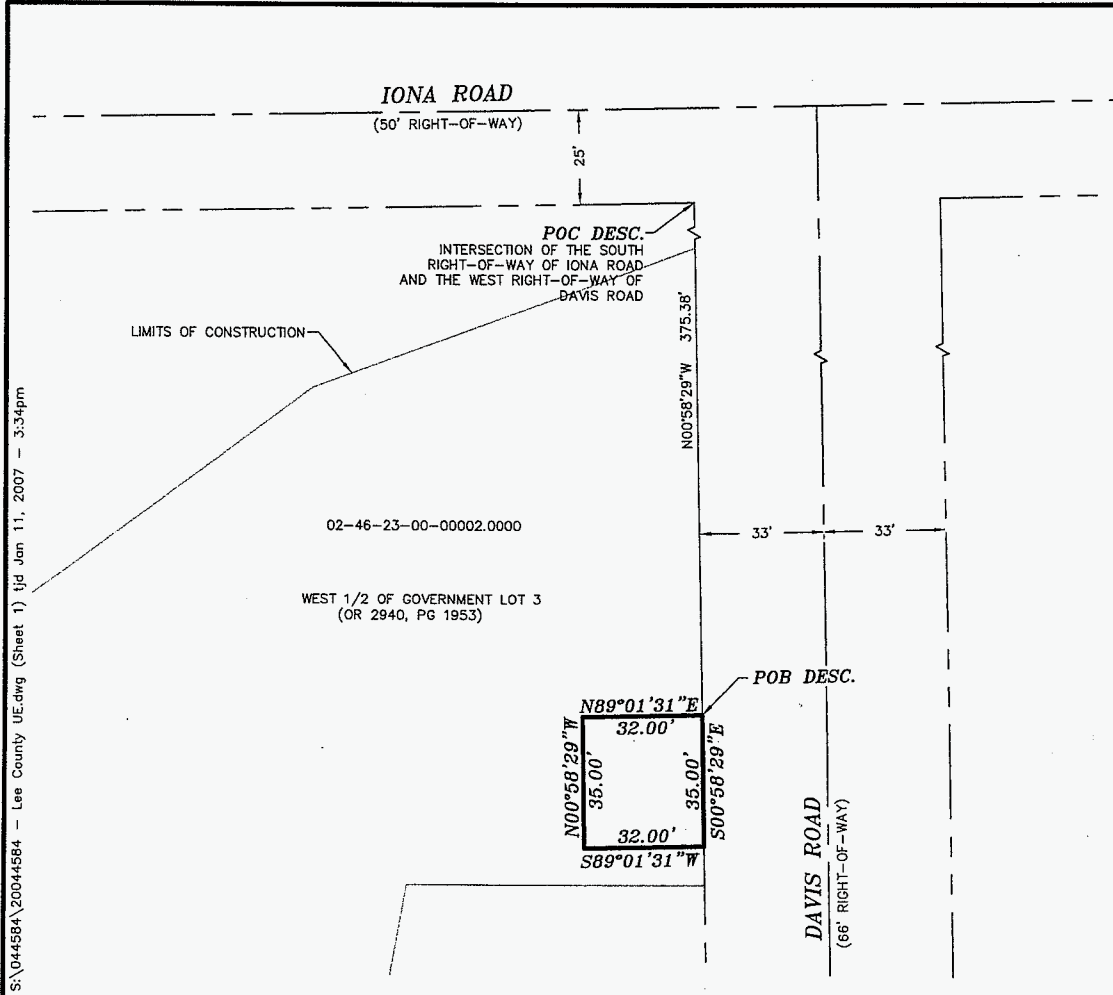
From said Point of Beginning continue South 00° 58' 29" East along said west right-of-way line for 15.00 feet; thence run South 89° 01' 31" West departing said west right-of-way line for 20.00 feet; thence run North 00° 58' 29" West for 15.00 feet; thence run North 89° 01' 31" East for 20.00 feet to the Point of Beginning.

Parcel contains 300 square feet (0.01 acres), more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the westerly Right-of-way line of Davis Road to bear South 00° 58' 29" East.

COPY



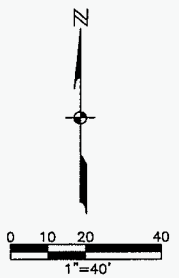
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF DAVIS ROAD TO BEAR SOUTH 00°58'29" EAST.
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. DESC. = DESCRIPTION
6. DB = DEED BOOK
7. OR = OFFICIAL RECORDS BOOK
8. PG = PAGE
9. PARCEL CONTAINS 1,120 SQUARE FEET (0.03 ACRES) MORE OR LESS.
10. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: *JAN 11 2007*
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



S:\044584\20044584 - Lee County UE.dwg (Sheet 1) 1/11/2007 3:34pm

LEE COUNTY UTILITY EASEMENT
 EAGLES PRESERVE
 AT SHELL POINT VILLAGE
 SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA

JOHNSON
 ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/11/07	20044584	02-46-23	1"=40'	1 OF 2

(W)

January 11, 2007

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
EAGLES PRESERVE AT SHELL POINT VILLAGE
SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA**

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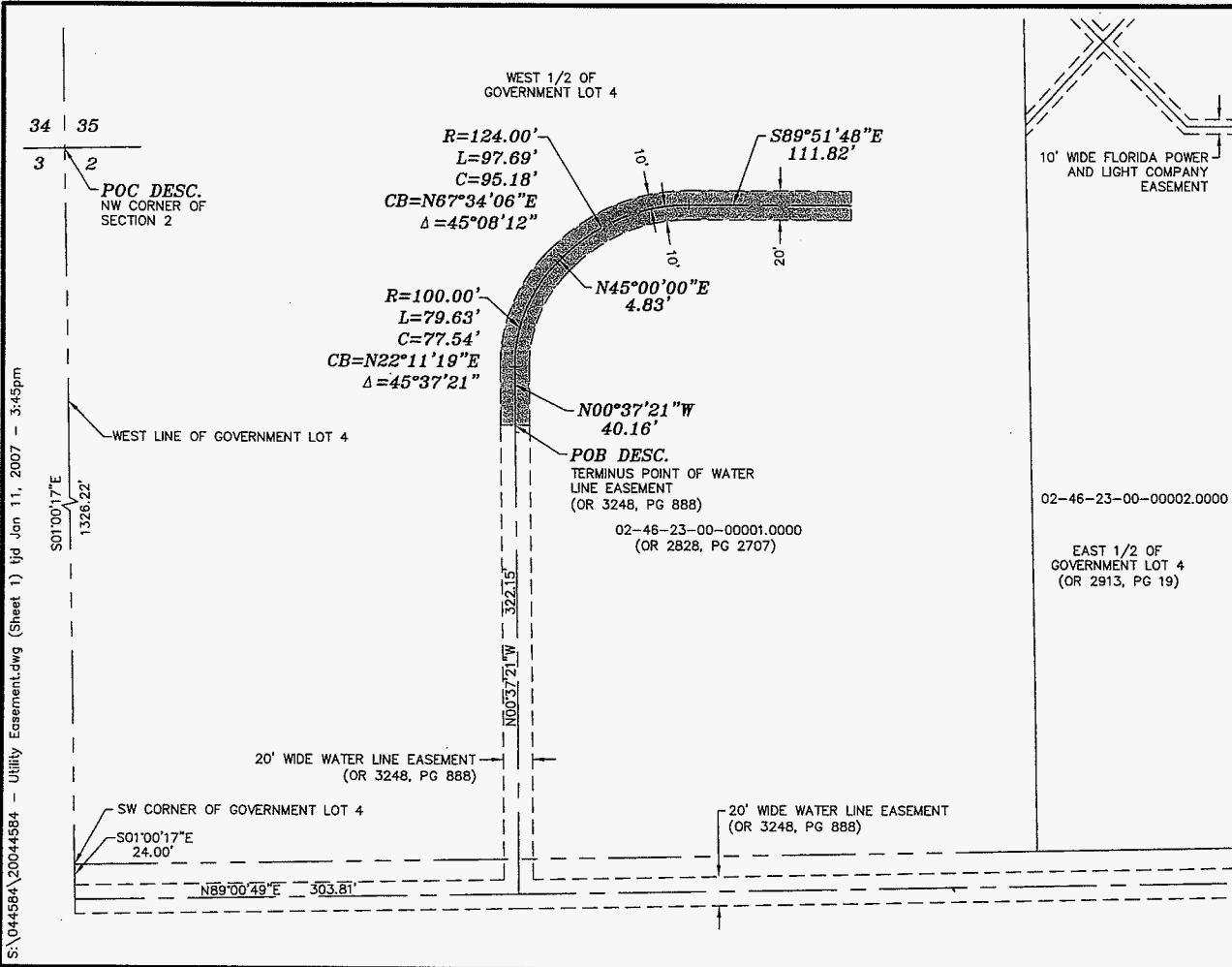
From said Point of Beginning continue South 00° 58' 29" East along said west right-of-way line for 35.00 feet; thence run South 89° 01' 31" West departing said west right-of-way line for 32.00 feet; thence run North 00° 58' 29" West for 35.00 feet; thence run North 89° 01' 31" East for 32.00 feet to the Point of Beginning.

Parcel contains 1,120 square feet (0.03 acres), more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the westerly right-of-way line of Davis Road to bear South 00° 58' 29" East.

S:\044584\20044584 - Utility Easement.dwg (Sheet 1) tjd Jan 11, 2007 - 3:45pm



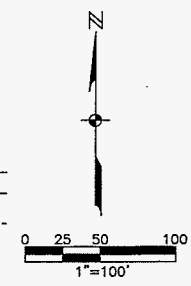
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF GOVERNMENT LOT 4 TO BEAR SOUTH 01'00'17" EAST.
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. DESC. = DESCRIPTION
6. DB = DEED BOOK
7. OR = OFFICIAL RECORDS BOOK
8. PG = PAGE
9. PARCEL CONTAINS 6,682 SQUARE FEET (0.15 ACRES) MORE OR LESS.
10. DESCRIPTION ATTACHED.

COPY

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500



DATE SIGNED: JAN 11 2007
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

20 FOOT WIDE WATER LINE EASEMENT
 EAGLES PRESERVE
 AT SHELL POINT VILLAGE
 SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/11/07	20044584	02-46-23	1"=100'	1 OF 2

5

January 11, 2007

DESCRIPTION

**20 FOOT WIDE WATER LINE EASEMENT
EAGLES PRESERVE AT SHELL POINT VILLAGE
SECTION 2, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA**

A strip of land (20 feet wide) lying in Section 2, Township 46 South, Range 23 East, Lee County, Florida, lying 10 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 2, also being the northwest corner of Government Lot 4 run South $01^{\circ} 00' 17''$ East along the west line of said Lot 4 for 1,326.22 feet to the southwest corner of said Lot 4, thence continue South $01^{\circ} 00' 17''$ East for 24.00 feet; thence run North $89^{\circ} 00' 49''$ East for 303.81 feet; thence run North $00^{\circ} 37' 21''$ West for 322.15 feet to an intersection with the terminus point of a water line easement as recorded in Official Records Book 3248, Page 888, Public Records of Lee County, Florida and the Point of Beginning.

From said Point of Beginning run the following courses and distances along the centerline of a 20-foot wide water line easement: run North $00^{\circ} 37' 21''$ West for 40.16 feet to a point of curvature; run northeasterly along said curve to the right of radius 100.00 feet (delta $45^{\circ} 37' 21''$) (chord bearing North $22^{\circ} 11' 19''$ East) (chord 77.54 feet) for 79.63 feet to a point of tangency; run North $45^{\circ} 00' 00''$ East for 4.83 feet to a point of curvature; run northeasterly along said curve to the right of radius 124.00 feet (delta $45^{\circ} 08' 12''$) (chord bearing North $67^{\circ} 34' 06''$ East) (chord 95.18 feet) for 97.69 feet to a point of tangency; run South $89^{\circ} 51' 48''$ East for 111.82 feet to the end of the herein described centerline.

Parcel contains 6,682 square feet (0.15 acres), more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the west line of Government Lot 4 to bear South $01^{\circ} 00' 17''$ East.