

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of water and gravity main extensions to provide potable water service, fire protection and sanitary sewer service to PEBBLEBROOK AT VERANDAH, a phased residential development. This is a Developer Contributed asset project located on the south side of State Road 80, approximately 1/2 mile east of State Road 31.

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 CIOE		6. Meeting Date: MAY 15 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) Statute _____ Ordinance _____ Admin. Code _____ <input checked="" type="checkbox"/> Other <u>Approval</u>	9. Request Initiated: Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas L. Meurer</u> 4-27-2007 Douglas L. Meurer, P.E., Director

10. Background:

The Board granted permission to construct on 10-11-05, Blue Sheet #20051332.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed. Satisfactory closed circuit television inspection of the gravity collection system has been performed. Record Drawings have been provided. 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 Contributory 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 32 TOWNSHIP 43S RANGE 26E DISTRICT # 5 COMMISSIONER MANN

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.	
<u>J. Lavender</u> Date: 4-27-07	N/A Date:	N/A Date:	<u>T. Osterhout</u> Date: 4/26	<u>S. Coovert</u> Date: 4/30/07	<u>RK511</u>	<u>MFR</u> 5/1/07	<u>19</u> 5/1/07	<u>10/27</u> 5/1/07	<u>J. Lavender</u> Date: 4-27-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<u>JUC</u>
Date:	<u>5/1 8am -MFR</u>
COUNTY ADMIN FORWARDED TO:	<u>PN</u>
	<u>STI</u>
	<u>ALM</u>

Rec. by CoAtty	<u>JUC</u>
Date:	<u>4/30/07</u>
Time:	<u>3:35 pm</u>
Forwarded To:	<u>Admin.</u>
	<u>4/30/07 4:30 pm</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "Verandah 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 "PEBBLEBROOK AT VERANDAH"; 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 **\$340,940.60** 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 20070623 - UTL, SIRE BS 20071035

COPY

LETTER OF COMPLETION

DATE: June 28, 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 systems** located in **Pebblebrook at Verandah** (Name of Development/Project) were 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 , Bacteriological Test , Low Pressure Test(s) - Gravity Main and TV Inspection, Mandrill - Gravity Main

Very truly yours,

Johnson Engineering, Inc.
2158 Johnson Street, P.O. Box 1550
Fort Myers, FL 33902

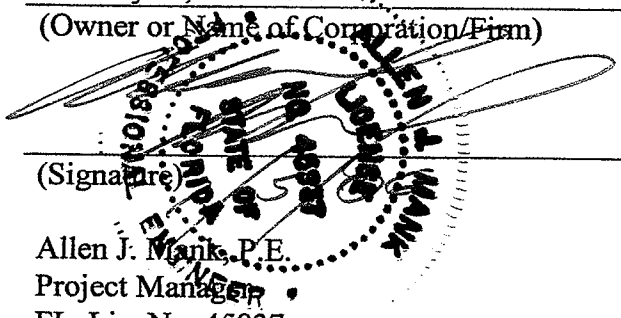
(Owner or Name of Corporation/Firm)

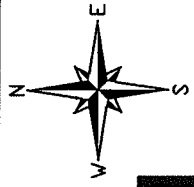
(Signature)

Allen J. Mank, P.E.
Project Manager
FL. Lic. No. 45937

(Title)

(Seal of Engineering Firm)

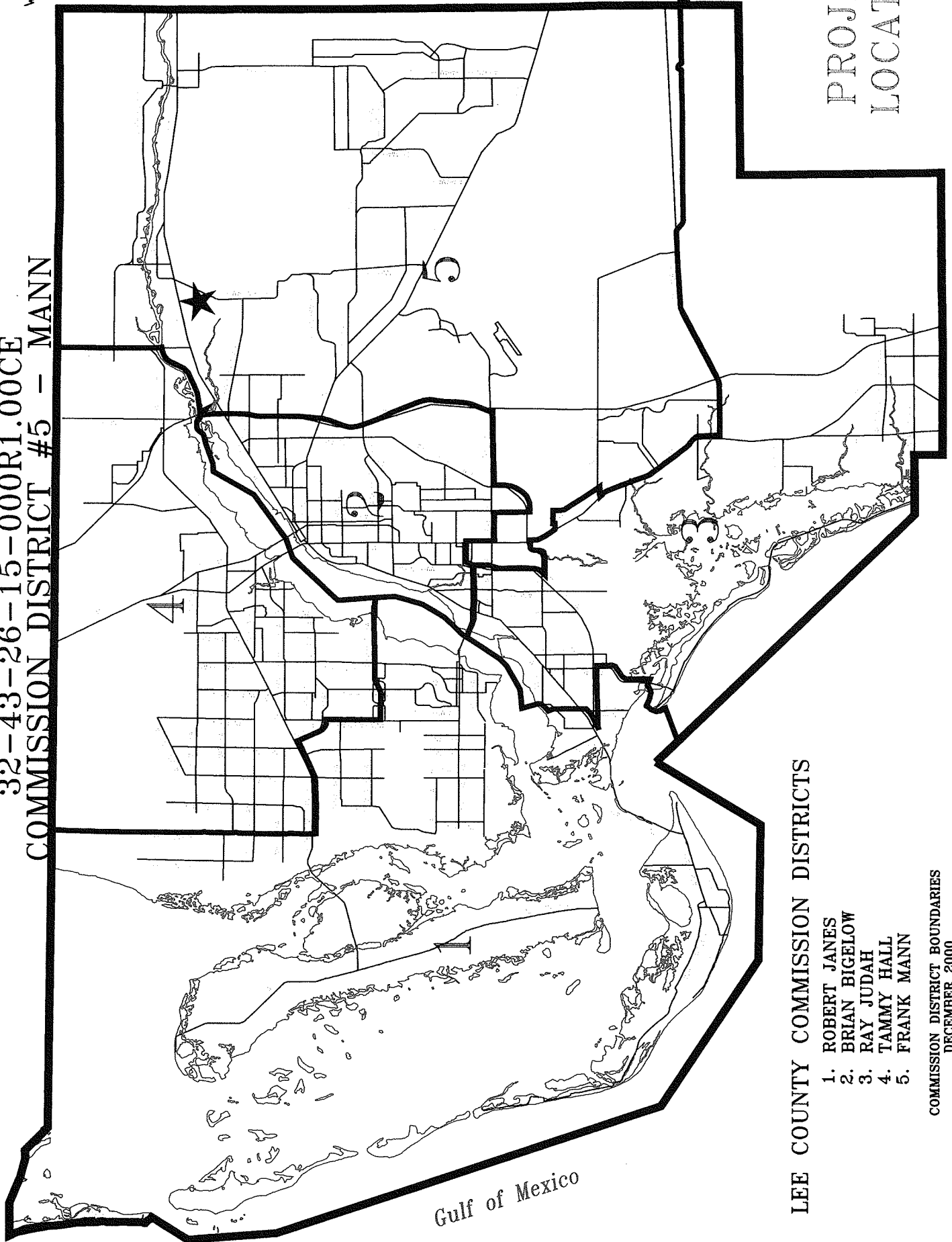




COPY

PROJECT
LOCATION

PEBBLEBROOK AT VERANDAH
32-43-26-15-000R1.00CE
COMMISSION DISTRICT #5 - MANN



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Pebblebrook at Verandah 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 Const. Co., Inc.

(Contractor/Company Name)

Brian Penner, Vice President

(Authorized Representative, Title)

BY: 

(Signature)

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 13 th day of July, 2006 by Brian Penner who is personally known to me - _____, and who did not take an oath.

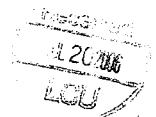

Notary Public Signature

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)


4/20/06
LOU

COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
Three hundred forty thousand nine hundred forty dollars and sixty cents (\$340,940.60) hereby
waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to
Verandah Development LLC (F.K.A. State Road 80 LLC) on the job of Pebblebrook at Verandah to the
following described property:

Pebblebrook at Verandah
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

Pebblebrook Ridge Ct. & Pebblebrook Point Cir
Ft. Myers, FL 33905

32-43-26-15-000R1.00CE and 32-43-26-00LS2.00CE

(Location)

(Strap # or Section, Township & Range)

Dated on: January 23, 2007

By: [Signature]
(Signature of Authorized Representative)

Mitchell & Stark Const. Co., Inc.
(Name of Firm or Corporation)

By: Brian Penner
(Print Name of Authorized Representative)

6001 Shirley Street
(Address of Firm or Corporation)

Title: Vice President

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

Phone #: (239)597-2165 Ext.25

Fax#: (236)566-7865

STATE OF FL)
) SS:
COUNTY OF Collier)

NOTARY PUBLIC - STATE OF FLORIDA
Belinda Burgbacher
Commission # DD620455
Expires: JAN. 22, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

The foregoing instrument was signed and acknowledged before me this 23 rd day of January, 2007 by
Brian Penner who is personally known to me - , and who did not take an oath.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Belinda Burgbacher
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Pebblebrook at Verandah

STRAP NUMBER: 32-43-26-15-000R1.00CE and 32-43-26-15-00LS2.00CE

LOCATION: Pebblebrook Ridge Ct. & Pebblebrook Point Circle, Ft. Myers

OWNER'S NAME: Verandah Development LLC (F.K.A., State Road 80 LLC)

OWNER'S ADDRESS: 9990 Coconut Road, Suite 200

OWNER'S ADDRESS: Bonita Springs, FL 34135-

TYPE UTILITY SYSTEM: POTABLE WATER

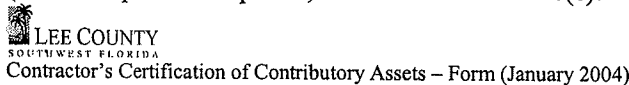
(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
PVC C-900 DR-18	10"	2,119.0	LF	\$34.15	\$72,363.85
CL-50 DIP	10"	145.0	LF	\$37.67	\$5,462.15
PVC C-900 DR-18	6"	235.0	LF	\$27.34	\$6,424.90
CL-50 DIP	6"	70.0	LF	\$30.61	\$2,142.70
FIRE HYDRANT ASSEMBLY		12.0	EA	\$4,020.00	\$48,240.00
GATE VALVE	10"	3.0	EA	\$1,490.00	\$4,470.00
SINGLE WATER SERVICE/COMPLETE	2"	21.0	EA	\$1,310.00	\$27,510.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	1.0	LS	\$3,200.00	\$3,200.00
<u>TOTAL</u>					\$169,813.60

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

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



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X

[Signature]
(Signature of Certifying Agent)

L.D. Neal, Project Manager
(Name & Title of Certifying Agent)

Mitchell & Stark Const. Co., Inc.
(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 23 rd day of January, 2007 by L.D. Neal, Project Manager who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Belinda Burgbacher
Printed Name of Notary Public

NOTARY PUBLIC - STATE OF FLORIDA
 **Belinda Burgbacher**
Commission #DD620455
Expires: **JAN. 22, 2011**
BONDED THRU ATLANTIC BONDING CO., INC.

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]
(Signature of Certifying Agent)

L.D. Neal, Project Manager
(Name & Title of Certifying Agent)

Mitchell & Stark Const. Co., Inc.
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

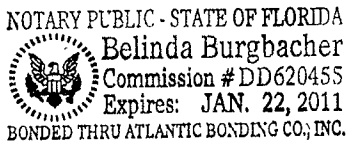
Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 23 rd day of January, 2007 by L.D. Neal, Project Manager who is personally known to me - _____, and who did not take an oath.

[Signature]
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

3243261500LS200CE

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 20070623

VERANDAH DEVELOPMENT LLC

Last First MI
9990 COCONUT RD-#200

City State
BONITA SPRINGS FL

Corporate Name (if applicable)
34135

4. Grantee (Buyer):

Mailing Address
THOM OSTERHOUT

City State
AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

Zip Code Phone No.
33902 (239) 4798181

Last First MI
P. O. BOX 398

City State
FT. MYERS FL

Corporate Name (if applicable)
33902 (239) 4798181

5. Date of Sale/Transfer

5 15 2007 \$
Month Day Year

City State
SALE/TRANSFER PRICE

\$10

Property Located In **46** County Code

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement Other
for Deed
Warranty Deed
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

4/26/07

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 Gullette

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

**BLUE SHEET NO. 20070623 - UTL
(SIRE B.S. NO. 20071035)**

PROJECT NAME: PEBBLEBROOK AT VERANDAH

EASEMENT NAME: VERANDAH DEVELOPMENT LLC

TYPING BY: Sue Gullette

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

Strap Number(s):

32-43-26-15-00LS2.00CE

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 “**VERANDAH 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 20070623 - UTL, SIRE BS 20071035



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.

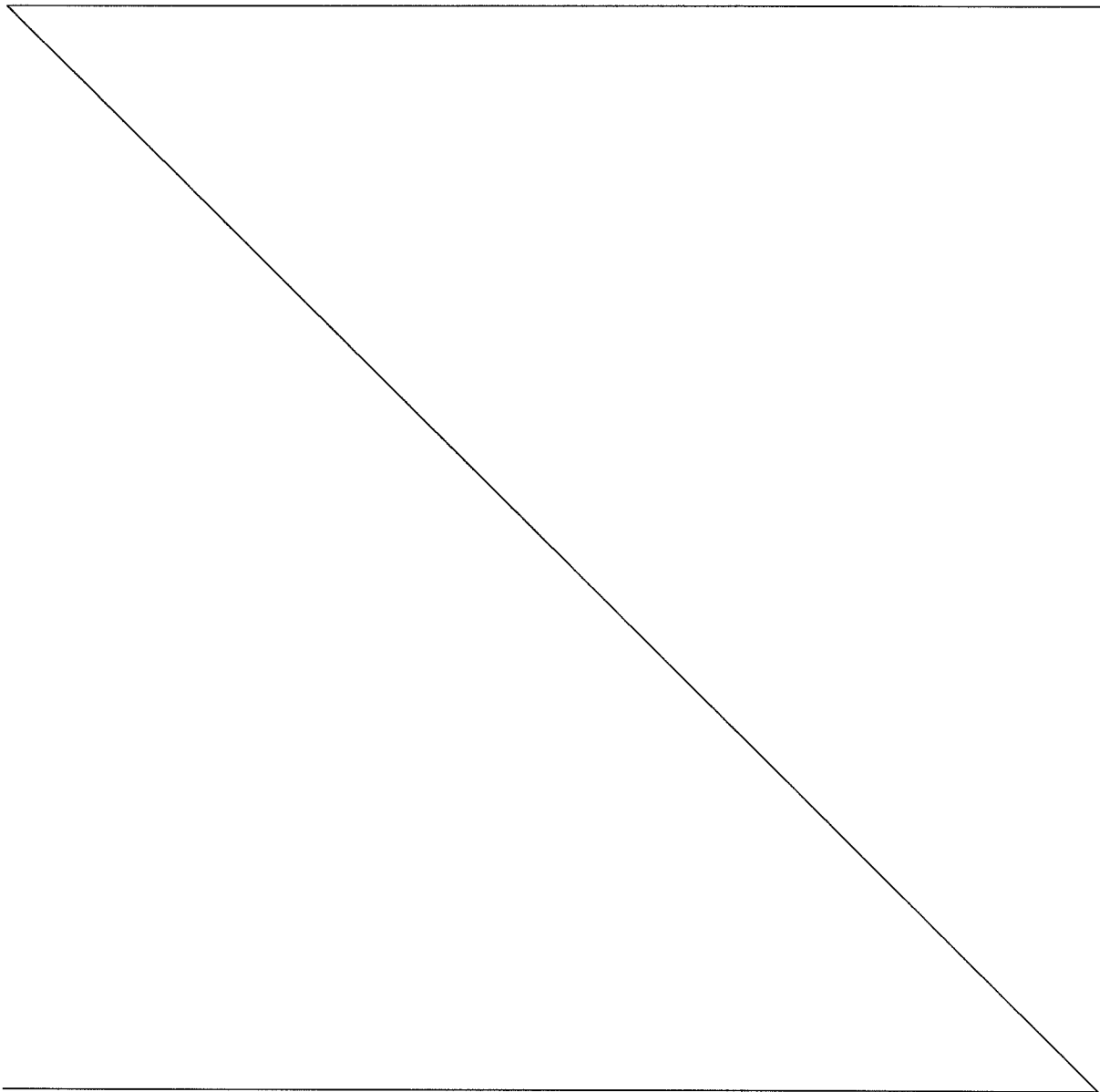
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or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

Melissa Ottenjian

[1st Witness' Signature]

Melissa Ottenjian

[Type or Print Name]

Joanne Jones

[2nd Witness' Signature]

Joanne Jones

[Type or Print Name]

BY: _____

Gonzalo E. Romero

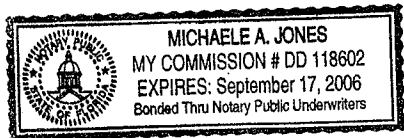
Vice President of Resource Conservation Properties, Inc., Managing Member of Verandah Development, LLC (f/k/a State Road 80 LLC)

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 3 day of July 2006, by Gonzalo E. Romero VERANDAH DEVELOPMENT LLC who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Michael A. Jones
Michael A. Jones

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



July 10, 2006

LEE COUNTY UTILITY EASEMENT (10 FEET WIDE)

**LYING IN TRACT LS-2
VERANDAH UNIT EIGHT-INSTRUMENT NUMBER 2005000152865
SECTION 32, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA**

A Lee County Utility Easement (10 feet wide) lying in Tract LS-2, Verandah Unit Eight, recorded as Instrument Number 2005000152865, in the Public Records of Lee County Florida, in Section 32, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

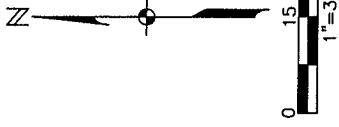
Commencing at an intersection of the southwest corner of Tract R-1 (Verandah Boulevard), Verandah Unit Ten, as recorded in Plat Book 83, pages 57 through 61, of said public records with the northwest corner of Tract R-1 (Pebblebrook Ridge Court), of said Verandah Unit Eight, thence run S 20° 56' 43" W for 10.00 feet to an intersection with a 10' Public Utility Easement and Technology Utility Easement and a non-tangent curve and the Point of Beginning of the herein described easement.

From said Point of Beginning run southeasterly along said 10' utility easement and an arc of said curve to the right, having a radius of 25.00 feet (delta 82° 10' 44") (chord bearing S 27° 57' 55" E) (chord 32.86 feet) for 35.86 feet to an intersection with a non-tangent line; thence run N 75° 35' 32" W for 10.00 feet to an intersection with a non-tangent curve, 10 feet westerly of (as measured on a perpendicular) and concentric with said 10' utility easement; thence run northwesterly along an arc of said curve to the left, having a radius of 15.00 feet (delta 81° 19' 21") (chord bearing N 28° 23' 37" W) (chord 19.55 feet) for 21.29 feet to an intersection with a non-tangent line; thence run N 20° 56' 43" E for 10.00 feet to the Point of Beginning.

Containing 286 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are based on the westerly end of the right-of-way of Tract R-1 (Verandah Boulevard), Verandah Unit Ten, as recorded in Plat Book 83, pages 57 through 61, in the Public Records of Lee County, Florida, as bearing S 20° 56' 43" W.

LCUE VERANDAH UNIT EIGHT 071006

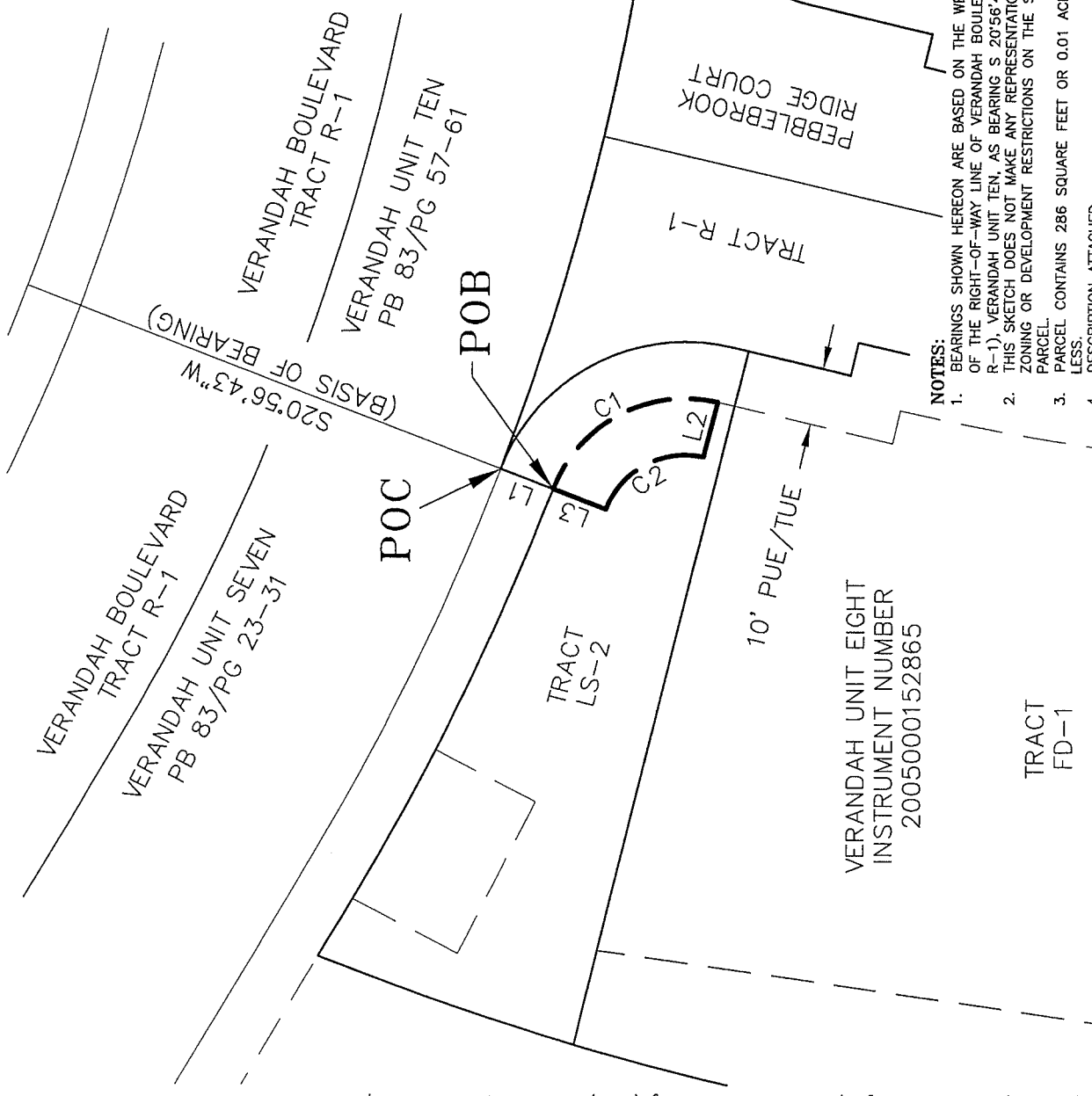


LEGEND

TRACTS	
LS	= LANDSCAPE
R	= ROAD
FD	= FUTURE DEVELOPMENT
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING
PB	= PLAT BOOK
PG	= PAGE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°56'43"W	10.00
L2	N75°35'32"W	10.00
L3	N20°56'43"E	10.00

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	25.00	82°10'44"	S27°57'55"E	32.86	35.86
C2	15.00	81°19'21"	N28°23'37"W	19.55	21.29



THIS IS NOT A SURVEY

James L. Summerall
 FRANCES L. SUMMERALL (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5652

DATE SIGNED: 07-10-09
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. NOT VALID WITHOUT LEGAL DESCRIPTION.

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY END OF THE RIGHT-OF-WAY LINE OF VERANDAH BOULEVARD (TRACT R-1), VERANDAH UNIT TEN, AS BEARING S 20°56'43" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 - PARCEL CONTAINS 286 SQUARE FEET OR 0.01 ACRES MORE OR LESS.
 - DESCRIPTION ATTACHED

SKETCH AND DESCRIPTION			
LEE COUNTY UTILITY EASEMENT (10 FEET WIDE)			
VERANDAH UNIT EIGHT			
DATE	PROJECT NO.	FILE NO.	SHEET
JULY 2006	20044792	32-43-26	1 OF 2
		SCALE	1"=30'

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

JOHNSON ENGINEERING

LEE COUNTY UTILITY EASEMENT (10 FEET WIDE)
 LYING IN TRACT LS-2
 VERANDAH UNIT EIGHT
 INSTRUMENT NUMBER 2005000152865
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA