

SIRE BS No.  
20071019

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20070663-UTL

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement as a donation of one 4" diameter fire line to provide fire protection to VERANDAH PRO-SHOP, a recently constructed commercial building. 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 **CIOF**

6. Meeting Date: MAY 15 2007

7. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

9. Request Initiated:

Commissioner \_\_\_\_\_  
 Department Public Works  
 Division Utilities  
 By: Douglas L. Meurer 4-26-2007  
 Douglas L. Meurer, P.E., Director

10. Background:

Fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure and bacteriological testing of the fire line has been completed.

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.

Potable water and sanitary sewer is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Hammock Creek Way.

Funds are available for recording fees in: Account No. OD5360748700.504930  
(Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 31 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	Rjisk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>4/27/07</u>	N/A Date:	N/A Date:	<u>T.O.</u> T. Osterhout Date: <u>4/26</u>	<u>S. Covert</u> S. Covert Date: <u>4/30/07</u>	<u>RK</u> RK/11	<u>5/1/07</u>	<u>129</u> 5/1/07	<u>129</u> 5/1/07	<u>J. Lavender</u> Date: <u>4/27/07</u>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: RLC  
5/1 8am ML  
 COUNTY ADMIN  
 FORWARDED TO:

Rec. by CoAtty  
 Date: 4/30/07  
 Time: 3:35pm  
 Forwarded to:  
Admin  
4/30/07 4:30 pm

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 **(one 4” diameter fire line)**, serving **“VERANDAH PRO-SHOP”**; 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 **\$2,300.00** 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 NO. 20070663-UTL, SIRE BS NO. 20071019**

COPY

LETTER OF COMPLETION

DATE: March 12, 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)** located at **Verandah Pro-Shop Fire Line** (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**

Very truly yours,

Johnson Engineering Inc.

(Owner or Name of Corporation/Firm)



(Signature)

Dana L. Hume, P.E.

Fl. Lic. No. 62421

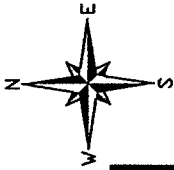
(Name and Title)

(Seal of Engineering Firm)



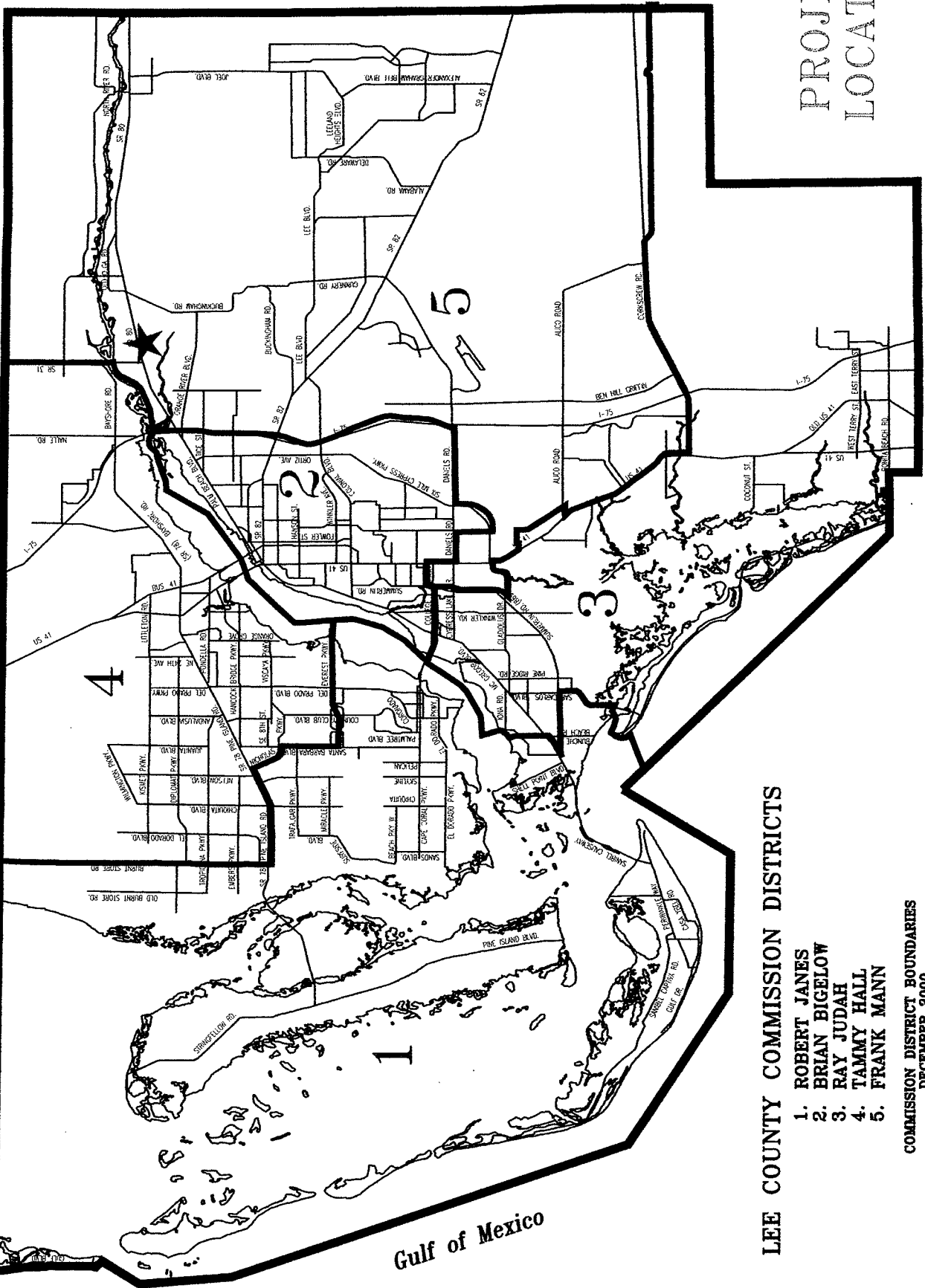
**JOHNSON ENGINEERING, INC.**  
2158 Johnson Street  
P.O. Box 1550  
Fort Myers, FL 33902  
**(239) 334-0046**  
Fax **(239) 334-3661**  
EB #642 LB #642

COPY



PROJECT  
LOCATION

VERANDAH PRO SHOP FIRE LINE  
31-43-26-04-00CC1.0000  
COMMISSION DISTRICT # 5 - FRANK 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

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Verandah Pro-Shop Fire Line 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.

Idyll Construction, Inc.  
(Contractor/Company Name)

Mark Raudenbush, President  
(Authorized Representative, Title)

BY: *[Handwritten Signature]*  
(Signature)

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 6th day of March, 2007 by Mark Raudenbush\_ who is personally known to me - , and who did not take an oath.

*[Handwritten Signature]*  
Notary Public Signature

KERRIE OPPRECHT  
Printed Name of Notary Public



(Notary Seal & Commission Number)

COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
two thousand three hundred dollars and zero cents(\$2,300.00 ) hereby waivers and releases its lien
and right to claim a lien for labor, services, or materials furnished to Verandah Development LLC on the
job of Verandah Pro-Shop Expansion to the following described property:

Verandah Pro-Shop Fire Line
(Name of Development/Project)

12211 River Village Way
(Location)

Fire Line up to and including 1st OS and Y valve
(Facilities Constructed)

31-43-26-04-00CC1.0000
(Strap # or Section, Township & Range)

Dated on: March 6, 2007

By: [Signature]
(Signature of Authorized Representative)

By: Mark Raudenbush
(Print Name of Authorized Representative)

Title: President

Phone #: (239)947-7030 Ext.

Idyll Construction, Inc.
(Name of Firm or Corporation)

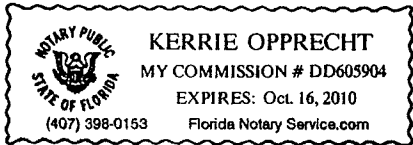
28731 South Cargo Court, #5
(Address of Firm or Corporation)

Bonita Springs, FL 34135-
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)947-7030

STATE OF FL )
) SS:
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 6th day of March, 2007 by
Mark Raudenbush who is personally known to me - , and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]

(Notary Public Signature)

Kerrie Opprecht
(Printed Name of Notary Public)



I do hereby certify that the quantities of materials 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 Raudenbush, President  
(Name & Title of Certifying Agent)

Idyll Construction, Inc.  
(Name of Firm or Corporation)

28731 South Cargo Court, #5  
(Address of Firm or Corporation)

Bonita Springs, FL - 34135

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 6<sup>th</sup> day March, 2007 by Mark Raudenbush who is personally known to me and who did not take an oath.



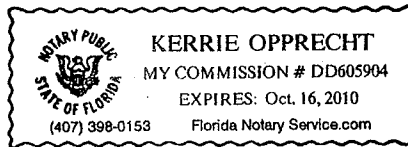
Notary Public Signature

KERRIE OPPRECHT

Print Name of Notary Public

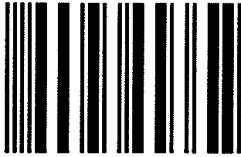
DD605904

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

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0	1	2	3	4	5	6	7	8	9			0	1	2	3	4	5	6	7	8	9		
---	---	---	---	---	---	---	---	---	---	--	--	---	---	---	---	---	---	---	---	---	---	--	--

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) →

3143260400CC10000

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 20070663**

**VERANDAH DEVELOPMENT, LLC**

Last	First	MI	Corporate Name (if applicable)		
<b>9990 COCONUT RD-#200</b>	<b>BONITA SPRINGS</b>	<b>FL</b>	<b>34135</b>	<b>(239)4951000</b>	
Mailing Address		City	State	Zip Code	Phone No.

4. Grantee (Buyer): <b>THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS</b>					
Last	First	MI	Corporate Name (if applicable)		
<b>P. O. BOX 398</b>	<b>FT. MYERS</b>	<b>FL</b>	<b>33902</b>	<b>(239)4798181</b>	
Mailing Address		City	State	Zip Code	Phone No.

5. Date of Sale/Transfer

**05/15/2007**

Sale/Transfer Price

**\$10,000.00**

Property Located In **Lee**

6. Type of Document

Contract/Agreement for Deed  
 Other  
 Warranty Deed  
 Quit Claim Deed

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

YES  /  NO

(Round to the nearest dollar.) \$ **00.00**

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

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

\$ **00.00**

12. Amount of Documentary Stamp Tax →

\$ **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

*Thom Osterhout*

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
<p><b>This copy to Property Appraiser</b></p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	

**This copy to Property Appraiser**



**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

3143260400CC10000

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 20070663**

**VERANDAH DEVELOPMENT, LLC**

Last First MI  
**9990 COCONUT RD-#200**

City State  
**BONITA SPRINGS FL**

Corporate Name (if applicable)  
 Zip Code Phone No.  
**34135 (239)4951000**

4. Grantee (Buyer):

Mailing Address  
**THOM OSTERHOULT**

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)  
 Zip Code Phone No.  
**33902 (239)4798181**

5. Date of Sale/Transfer

Month Day Year  
**05 15 2007**

Sale/Transfer Price

**\$10**

**. 00**

Property Located In County Code  
**46**

6. Type of Document

Contract/Agreement for Deed  Other   
 Warranty Deed Quit Claim Deed

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

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

*[Handwritten Signature]*

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month Day Year	

This copy to Department of Revenue

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

**Sue Gulledge**

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

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070663 - UTL  
(SIRE B.S. NO. 20071019)**

**PROJECT NAME: VERANDAH PRO-SHOP**

**EASEMENT NAME: VERANDAH DEVELOPMENT,  
LLC**

**TYPING BY: Sue Gulledge**

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

Strap Number(s):

**31-43-26-04-00CC1.0000**

**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 “**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.

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.

**BS 20070663 - UTL**



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.

Sandy Nagorski  
[1<sup>st</sup> Witness' Signature]  
Sandy Nagorski

\_\_\_\_\_  
[Type or Print Name]

Joanne Janes  
[2<sup>nd</sup> Witness' Signature]  
Joanne Janes

\_\_\_\_\_  
[Type or Print Name]

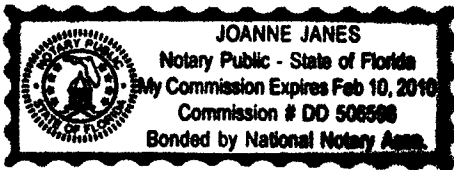
BY: Katherine C. Green  
Katherine C. Green, Vice  
President Resource Conservation  
Properties, Inc., Managing  
Member of Verandah  
Development LLC

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 13<sup>th</sup> day of Dec., 2006, by Katherine C. Green, Vice President, who is personally know to me, and who did not take an oath.

[stamp or seal]



Joanne Janes  
[Signature of Notary]  
Joanne Janes

\_\_\_\_\_  
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this  
(please see next page)

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

ATTEST:  
CHARLIE GREEN, CLERK

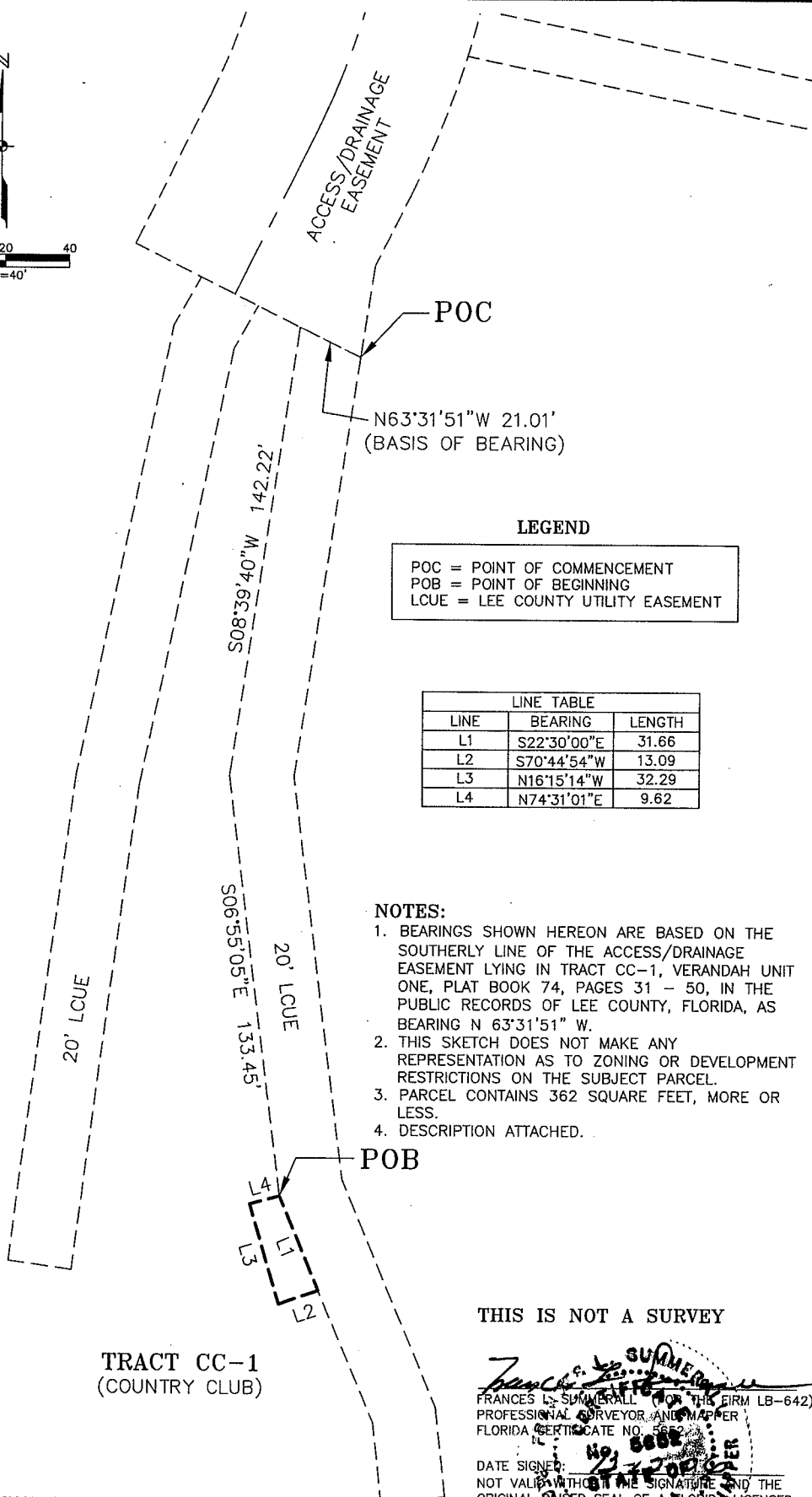
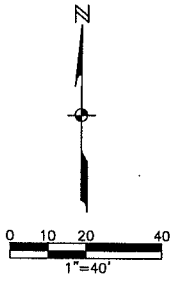
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM

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



**LEGEND**

POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 LCUE = LEE COUNTY UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°30'00"E	31.66
L2	S70°44'54"W	13.09
L3	N16°15'14"W	32.29
L4	N74°31'01"E	9.62

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF THE ACCESS/DRAINAGE EASEMENT LYING IN TRACT CC-1, VERANDAH UNIT ONE, PLAT BOOK 74, PAGES 31 - 50, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEARING N 63°31'51" W.
  2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
  3. PARCEL CONTAINS 362 SQUARE FEET, MORE OR LESS.
  4. DESCRIPTION ATTACHED.

TRACT CC-1  
(COUNTRY CLUB)

SECTION 31, TOWNSHIP 43 SOUTH, RANGE 26 EAST  
LEE COUNTY, FLORIDA

THIS IS NOT A SURVEY

*Francis L. Summerall*  
 FRANCIS L. SUMMERALL (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5662

DATE SIGNED: 12/20/06  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
 NOT VALID WITHOUT LEGAL DESCRIPTION.

S:\044600\Fire Line-Pro Shop.dwg (FIRE LINE ESM) dsh Dec 12, 2006 - 11:03am

**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  
 FIRE LINE EASEMENT LYING IN TRACT CC-1  
 VERANDAH UNIT ONE - PB 74/PAGES 31-50  
 LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
DEC 2006	20044600	31-43-26	1"=40'	1 OF 2

COPY





December 11, 2006

**FIRE LINE EASEMENT**

**LYING IN TRACT CC-1  
VERANDAH UNIT ONE, PLAT BOOK 74, PAGES 31 – 50  
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 26 EAST  
LEE COUNTY, FLORIDA**

A Fire Line Easement lying in Tract CC-1, Verandah Unit One, Plat Book 74, pages 31 through 50, in the Public Records of Lee County, Florida, being described as follows:

Commencing at the southeast corner of an access and drainage easement lying in said Tract CC-1 as shown on sheet 17 of said Verandah Unit One, thence run N 63° 31' 51" W along the southerly line of said easement for 21.01 feet to an intersection with the westerly line of a Lee County Utility Easement (20 feet wide); thence run the following courses along said westerly line: S 08° 39' 40" W for 142.22 feet; S 06° 55' 05" E for 133.45 feet to the Point of Beginning.

From said Point of Beginning, continue along said westerly line, S 22° 30' 00" E for 31.66 feet; thence departing said westerly line, run S 70° 44' 54" W for 13.09 feet; thence run N 16° 15' 14" W for 32.29 feet; thence run N 74° 31' 01" E for 9.62 feet to the Point of Beginning.

Containing 362 square feet, more or less.

Bearings hereinabove mentioned are based on the southerly line of the access and drainage easement lying in said Tract CC-1, Verandah Unit One, Plat Book 74, pages 31 through 50, in the Public Records of Lee County, Florida, as bearing N 63° 31' 51" W.

20044600 FIRE LINE EASEMENT VERANDAH UNIT ONE 121106