

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of one fire hydrant and one 1" diameter water service, to provide potable water service and fire protection to RELIANCE BANK BUILDING. This is a Developer contributed asset and the project is located on the southeast corner of Metro Parkway and Diamond Center Court.

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: JUN 05 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 5-17-2007
 Douglas L. Meurer, P.E., Director

10. Background:

Fire hydrants and single water services 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 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 is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Diamond Center Court.
 Funds are available for recording fees in: Account No. OD5360748700.504930
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 30 TOWNSHIP 45S RANGE 25E 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: <u>5-18-07</u>	N/A Date:	N/A Date:	<u>T.O.</u> T. Osterhout Date: <u>5/17</u>	<u>S. Coovert</u> S. Coovert Date: <u>5/21/07</u>	<u>RK sp3</u>	<u>ML</u> 5/23/07	<u>RS</u> 5/13/07	<u>MS</u>	<u>J. Lavender</u> Date: <u>5-18-07</u>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
5/23/07
12:30 PM
 COUNTY ADMIN
 FORWARDED TO: PL
5/23/07
1:30 pm

Rec. by CoAtty
 Date: 5/21/07
 Time: 3:45pm
 Forwarded To:
Admin.
5/22/07 10 am

RESOLUTION NO.

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

WHEREAS, it is the desire of "RELIANCE BANK, FSB", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant and one one inch diameter water service), serving "RELIANCE BANK BUILDING (AT DIAMOND CENTER COURT AND METROPOLITAN PARKWAY)"; 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 \$18,667.96 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. 20070768 - UTL

COPY

LETTER OF COMPLETION

DATE: 5/14/2007

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

Gentlemen:

This is to certify that the **water service(s)** and **fire hydrant(s)** located at
Reliance Bank Building at Diamond Center Court and Metropolitan Pkwy.
(Name of Development/Project)

was designed by me and has been constructed in conformance with:

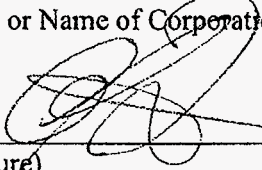
the approved plans and the approved specifications

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,

Quattrone & Associates, Inc.
(Owner or Name of Corporation/Firm)

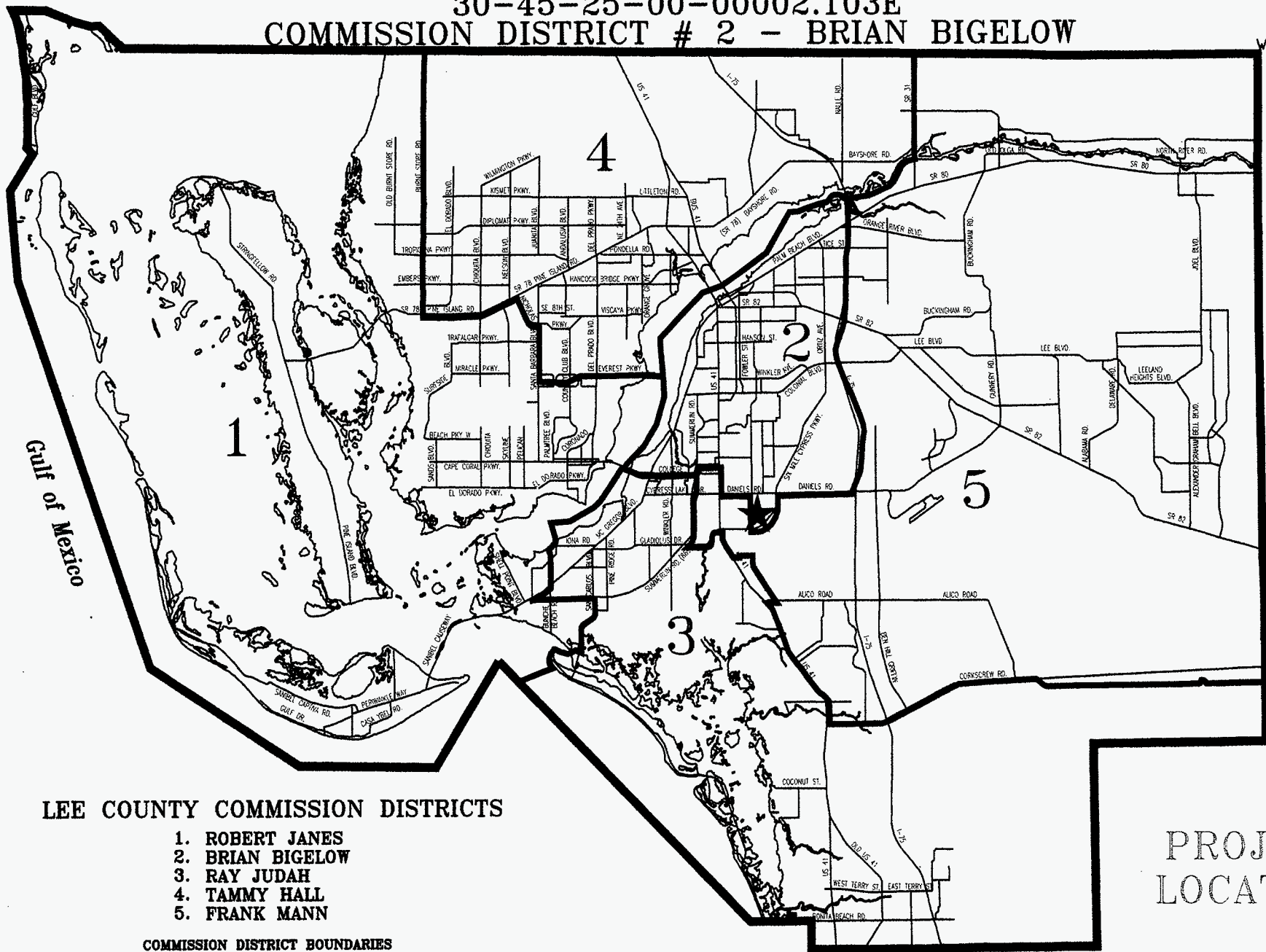
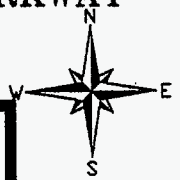


(Signature)

Al Quattrone, P.E.
President
(Name and Title)

(Seal of Engineering Firm)

RELiance BANK BUILDING AT DIAMOND CENTER COURT AND METROPOLITAN PARKWAY
 30-45-25-00-00002.103E
 COMMISSION DISTRICT # 2 - BRIAN BIGELOW



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

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of RELIANCE BANK ^{Building at Diamond Center Ct and Metropolitan Pkwy.} 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.

B.J. Enterprises, Inc.
(Contractor/Company Name)

Michael Sappah, President
(Authorized Representative, Title)

BY: *Michael Sappah*
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 17 th day of April, 2007 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

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
Eighteen Thousand, Six Hundred and sixtyseven Dallors and ninety six cents (\$18,667.96) hereby
waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Reliance
Bank FSB on the job of Reliance Bank to the following described property:

Reliance Bank Building at Diamond Ct. & Metropolitan Pkwy. Water Distribution System and Fire Hydrant(s)
(Name of Development/Project) (Facilities Constructed)
Diamond Center Court 304525000002.103E
(Location) (Strap # or Section, Township & Range)

Dated on: April 17, 2007

By: [Signature]
(Signature of Authorized Representative)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

By: Michael Sappah
(Print Name of Authorized Representative)

8102 Grady Dr
(Address of Firm or Corporation)

Title: President

N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

Fax#: (239)731-5205

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 17 th day of April, 2007 by
Michael Sappah who is personally known to me - , and who did not take an oath.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number) Bruce Monnier
(Printed Name of Notary Public)



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Reliance Bank Building at Diamond Center Ct and Metropolitan Pkay.

STRAP NUMBER: 304525000002.103E

LOCATION: Diamond Center Ct. & Metropolitan Parkway South, Ft. Myers, Fl. 33912

OWNER'S NAME: (as shown on Deed) Reliance Bank FSB

OWNER'S ADDRESS: 6150 Diamond Center Court

OWNER'S ADDRESS: Ft. Myers, Fl 33912-

OWNER'S TELEPHONE #: (239) 561-9980

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 WATER MAIN	12" x 6"	1.0	EA	\$3,864.20	\$3,864.20
HDPE SDR-11 CASING	12"	50.0	LF	\$110.18	\$5,509.00
HDPE SDR-11	6"	50.0	LF	\$21.99	\$1,099.56
FIRE HYDRANT ASSEMBLY	6"	1.0	EA	\$3,460.00	\$3,460.00
SINGLE WATER SERVICE/COMPLETE	1"	1.0	LS	\$4,735.20	\$4,735.20
TOTAL					\$18,667.96

(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 Michael Sappah
(Signature of Certifying Agent)

Michael Sappah, President
(Name & Title of Certifying Agent)

B.J.Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Drive
(Address of Firm or Corporation)

N. Fort Myers , FL 33917 -

STATE OF FL.)

) SS:

COUNTY OF Lee)

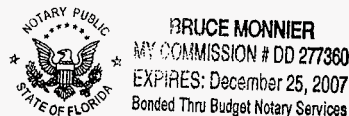
The foregoing instrument was signed and acknowledged before me this 17 th day of April, 2007 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
Notary Public Signature

Bruce Monnier
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

Use black ink. 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) →

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 FOR BS 20070768 RELIANCE BANK, FSB**
 Last First MI Corporate Name (if applicable)
6150 DIAMOND CENTRE CT FT MYERS FL 33912 (239)5619980
 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 (239)4798181
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: / / Sale/Transfer Price: \$.
 Month Day Year (Round to the nearest dollar.) Property Located In:

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: \$.
 (Round to the nearest dollar.) YES / NO

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

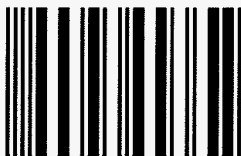
11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES / NO \$.
 Cents

12. Amount of Documentary Stamp Tax → \$.
 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/she has any knowledge.
 Signature of Grantor or Grantee or Agent: *Thomas Osterhout* Date: **5/17/07**

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 Property Appraiser	
O. R. Book <input type="text" value=""/> and Page Number <input type="text" value=""/> and File Number <input type="text" value=""/>	
Date Recorded <input type="text" value=""/> / <input type="text" value=""/> / <input type="text" value=""/>	
Month Day Year	
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 3045250000002103E**

2. Mark (x) all that apply: Multi-parcel transaction? → **EASEMENT FOR BS 20070768** Transaction is a split or cutout from another parcel? → **RELIANCE BANK, FSB** Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): Last **6150 DIAMOND CENTRE CT** First **FT MYERS** MI **FL** Corporate Name (if applicable) **33912 (2395619980)**

Mailing Address **THOM OSTERHOUT** City **AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS** State **FL** Zip Code **33902** Phone No. **(239) 4798181**

4. Grantee (Buyer): Last **P. O. BOX 398** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33902 (239) 4798181**

5. Date of Sale/Transfer: Month **6** Day **5** Year **2007** Sale/Transfer Price **\$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** **0.00**

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** **0.00**

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 **5/17/07**

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. 20070768 - UTL

PROJECT NAME: RELIANCE BANK BUILDING

EASE. NAME: RELIANCE BANK, FSB

TYPING BY: *Sue Gulledge*

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

Strap Number(s):

30-45-25-00-00002.103E

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 “**RELIANCE BANK, FSB,**” Owner(s), 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 20070768 - 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.

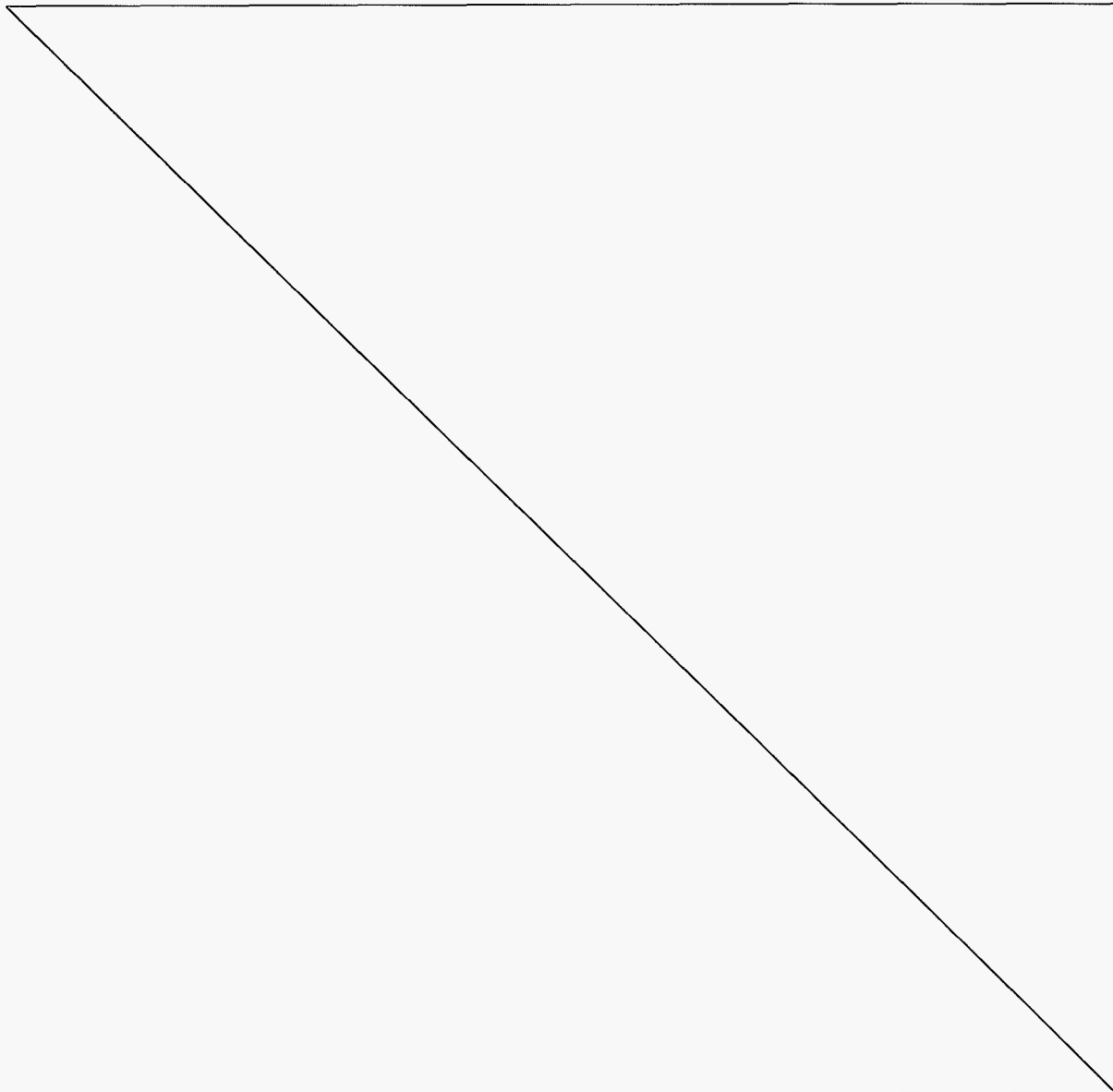
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

Dona Kriete
[1st Witness' Signature]

Dona Kriete

[Type or Print Name]

David Mathis
[2nd Witness' Signature]

David Mathis

[Type or Print Name]

BY: Harold M. Tate
[Signature Grantor's/Owner's]

Harold M. Tate

[Type or Print Name]

President

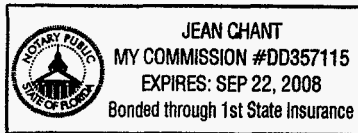
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 17 day of May 20, by Harold M. Tate who produced the following as identification personally known to me or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Jean Chant
[Signature of Notary]

Jean Chant

[Typed or Printed Name]

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 AN EASEMENT LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

(20'x14' LEE COUNTY UTILITY EASEMENT)

AN EASEMENT ACROSS, OVER AND THROUGH A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID PARCEL RECORDED IN INSTRUMENT #2006000022510, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 30; THENCE N.01°11'00"W., ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), A DISTANCE OF 660.18 FEET; THENCE S.88°57'10"W., A DISTANCE OF 1,858.34 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH (100 FEET WIDE); THENCE N.00°38'34"W., ALONG SAID EAST RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH, A DISTANCE OF 603.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°36'56", A DISTANCE OF 31.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DIAMOND CENTRE COURT; THENCE N.88°58'36"E., ALONG SAID SOUTH RIGHT OF WAY LINE OF DIAMOND CENTRE COURT, A DISTANCE OF 153.91 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N.88°58'36"E., ALONG SAID SOUTH RIGHT OF WAY LINE OF DIAMOND CENTRE COURT, A DISTANCE OF 11.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 19.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°31'44", A DISTANCE OF 8.47 FEET; THENCE S.00°00'00"E., A DISTANCE OF 12.50 FEET; THENCE S.90°00'00"W., A DISTANCE OF 20 FEET; THENCE N.00°00'00"E., A DISTANCE OF 14.00 FEET TO THE **POINT OF BEGINNING**.

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

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 30 BEING N.01°11'00"W.

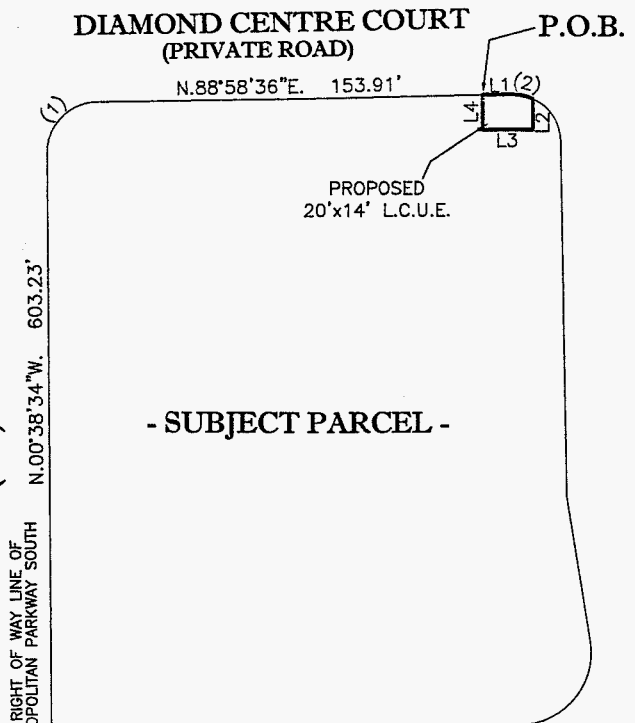
METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5430

SKETCH TO ACCOMPANY DESCRIPTION

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

METROPOLITAN PARKWAY SOUTH
(100')



DIAMOND CENTRE COURT
(PRIVATE ROAD)

P.O.B.

N.88°58'36"E. 153.91'

PROPOSED
20'x14' L.C.U.E.

- SUBJECT PARCEL -

EAST RIGHT OF WAY LINE OF
METROPOLITAN PARKWAY SOUTH
N.00°38'34"W. 603.23'

S.88°57'10"W. 1858.34'

P.O.C.
SOUTHEAST CORNER OF
OF THE NORTHWEST 1/4
OF SECTION 30-45-25

EAST LINE OF THE
NORTHWEST 1/4 OF
SECTION 30-45-25
N.01°11'00"W.
660.18'



LINE TABLE

Line	Bearing	Distance
L1	N.88°58'36"E.	11.78'
L2	S.00°00'00"E.	12.50'
L3	S.90°00'00"W.	20.00'
L4	N.00°00'00"E.	14.00'


CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	20.00'	89°36'56"	31.28'	19.87'	28.19'	N.44°10'02"E.
2	19.00'	25°31'44"	8.47'	4.30'	8.40'	S.78°15'24"E.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT


*** THIS IS NOT A SURVEY ***

BY: 
DENIS J. O'CONNELL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 5/1/07

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

20'x14' LEE COUNTY UTILITY EASEMENT

TITLE: SKETCH OF DESCRIPTION			
		METRON SURVEYING & MAPPING, LLC LAND SURVEYORS-PLANNERS LB# 7071 www.metronfl.com	
FILE NAME: 9801SK2.DWG	FIELD BOOK/PAGE: N/A	PROJECT NO.: 9801	SHEET: 2 OF 2
SKETCH DATE: 4-30-07	DRAWN BY: MAC	SCALE: 1" = 60'	CHECKED BY: (S-T-R) DJO 30-45-25

COPY