

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030814-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman, on behalf of the BOCC to: 1) Execute an 'Agreement for Modification and Grant of Perpetual Utility Easement'; and, 2) Approve final acceptance, by Resolution, as a donation of a water main relocation, serving Harbor Place Vistas Condominium at Peppertree Pointe, Phase 4. This is a developer-contributed asset project located within Peppertree Pointe at the north end of Laguna Drive, approximately 1/2 mile north of Iona Road.

WHY ACTION IS NECESSARY: To provide potable water service and fire protection to this recently constructed phase of the residential development.

WHAT ACTION ACCOMPLISHES: Places the water system into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
 COMMISSION DISTRICT #: 3

C10F

3. MEETING DATE:

08-05-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res., Agmt

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director

J. Ly

DATE: 7/10/03

7. BACKGROUND:

The developer's of Harbor Place at Peppertree granted an Exclusive and Perpetual Water Pipeline Easement Grant to Florida Cities Water Company on September 29, 1995 as recorded in OR Book 2641, Pages 2279-88 of Lee County Public Records. The developer's of Harbor Place at Peppertree also granted a Perpetual Public Utility Easement to Lee County on March 12, 2002 as recorded in OR 3603, Pages 1482-87 of Lee County Public Records. Portions of these previously recorded easements are in conflict with site improvements, portions of the constructed facilities are located outside of the previously recorded easements and portions of the constructed facilities have been relocated. The 'Agreement for Modification and Grant of Perpetual Utility Easement' addresses all of these issues.

Water main relocations 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 water main has been performed.

Record drawings have been received.

Engineer's Certification of Completion has been received---copy attached.

Project Location Map---copy attached.

The Warranty has been provided---copy attached.

The Waiver of Lien has been provided---copy attached.

Certification of Contributed Assets has been provided---copy attached.

Funds for recording fees are available in account number OD5360748700.504930.

SECTION 25 TOWNSHIP 45S RANGE 23E DISTRICT #3 COMMISSIONER JUDAH

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

| (A) DEPARTMENT DIRECTOR | (B) PURCH. OR CONTRACTS | (C) HUMAN RESOURCES | (D) OTHER | (E) COUNTY ATTORNEY | (F) BUDGET SERVICES | | | | (G) COUNTY MANAGER |
|-------------------------------------|-------------------------------|---------------------------|------------------------------------|-----------------------------------|---------------------------|----------------------|----------------------|----------------------|-------------------------------------|
| | | | | | OA | OM | Risk | GC | |
| <i>J. Lavender</i> Date: 7-11-03 | N/A Date: | N/A Date: | T.O. T. Osterhout Date: 7-10 | <i>S. J. ...</i> Date: 7/14/03 | <i>PM</i> 7/11/03 | <i>15</i> 7/14/03 | <i>02</i> 7/14/03 | <i>15</i> 7/14/03 | <i>J. Lavender</i> Date: 7-11-03 |

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: 7/11/03
 Time: 3:30 PM
 Forwarded to:
 City Admin: 7/11/03

RECEIVED BY
 COUNTY ADMIN: *JL*
 7-14-03
 10:00
 COUNTY ADMIN
 FORWARDED TO:
 7/15 12:00

RESOLUTION NO. _____

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

WHEREAS, it is the desire of H P Properties, LC, owner of record, to make a contribution to Lee County Utilities of water facilities (water main relocation), serving **"HARBOR PLACE VISTAS CONDOMINIUM AT PEPPERTREE POINTE"**; 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 **\$7,443.48** 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 Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah(C): _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

LETTER OF COMPLETION

DATE: May 20, 2002

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/or sewage collection system(s) located in Harbor Place, @ Peppertree Pointe (Phase 4)
Vistas Condominium

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:


the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: May 3, 2002-Pressure Test

Very truly yours,

Johnson Engineering, Inc.

(Owner or Name of Corporation)



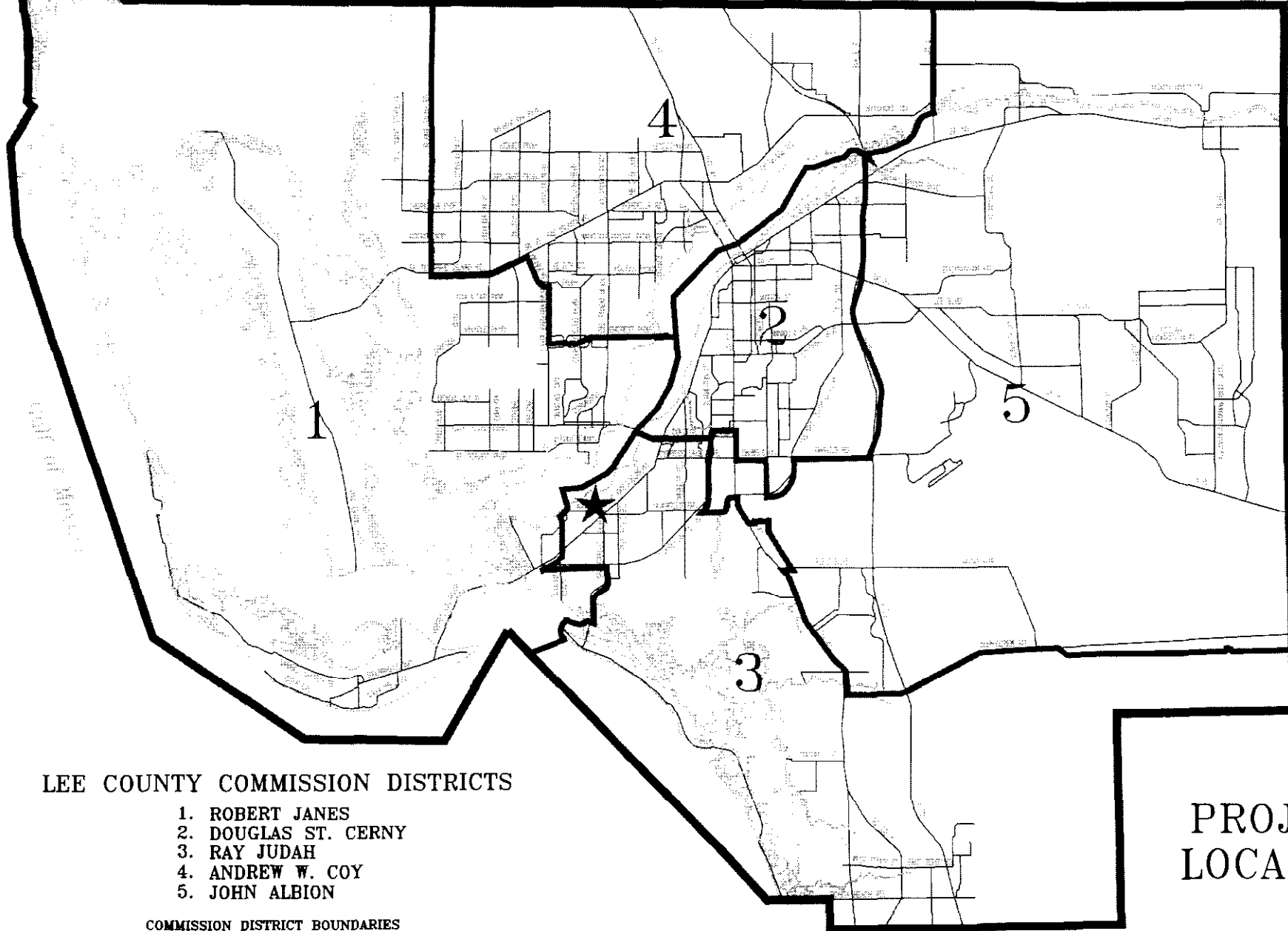
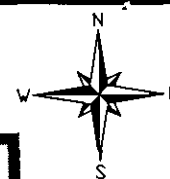
(Signature)

Project Engineer/Manager

(Title)

(SEAL OF ENGINEERING FIRM)

HARBOR PLACE @ PEPPERTREE, PHASE IV
WATER MAIN RELOCATION
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

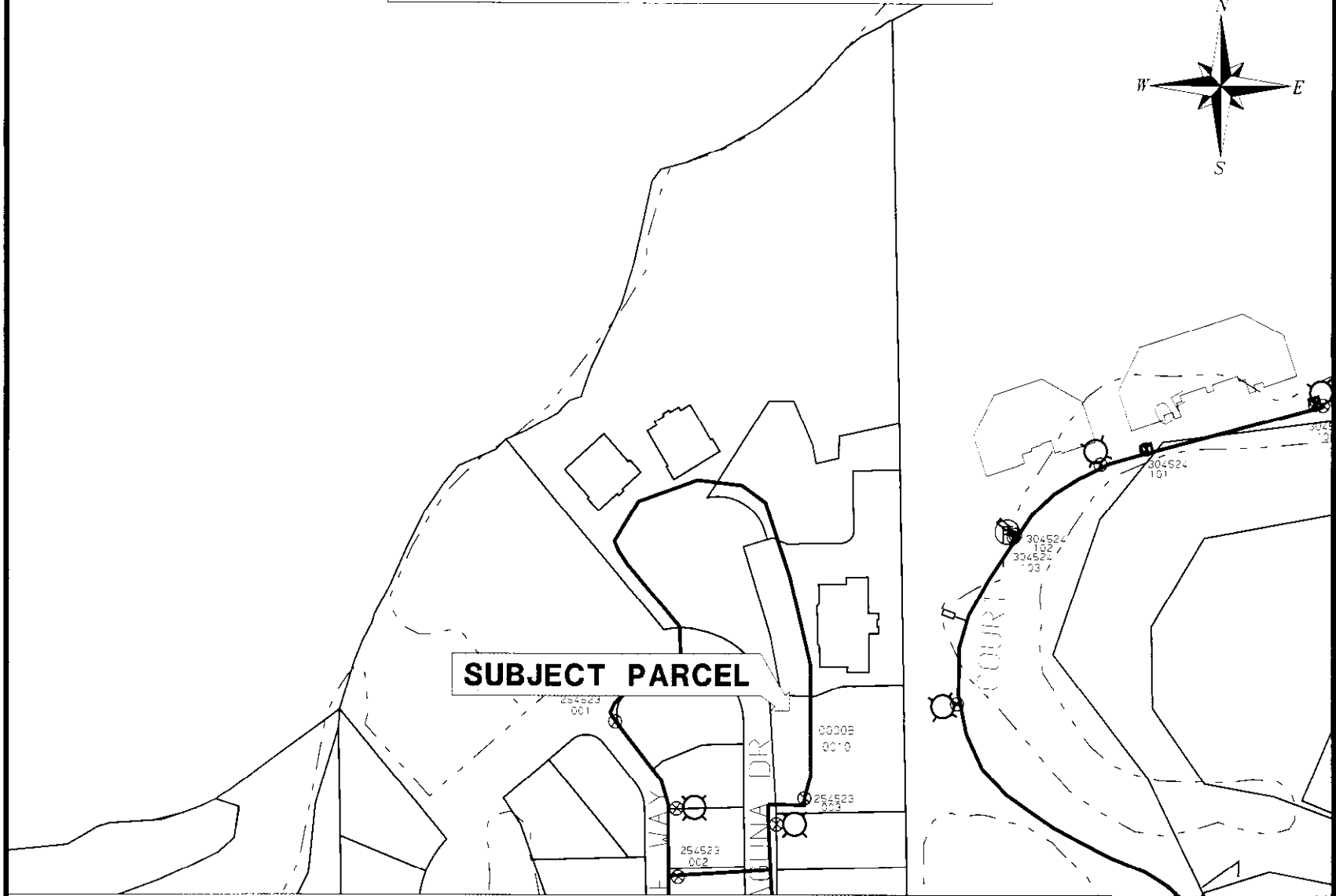
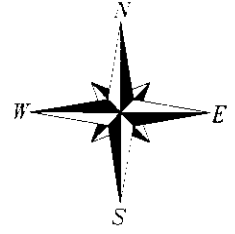
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

25-45-23-33-0000B.0010

HARBOR PLACE PEPPERTREE - PHASE IV

COMMISSION DISTRICT #3 - JUDAH



25-45-23-33-0000B.0010

14819 LAGUNA DR

HARBOR PLACE VISTAS CONDOMINIUM AT PEPPERTREE POINTE

Warranty

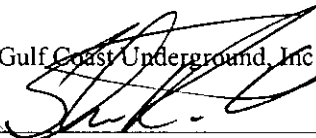
THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development):

PHASE IV HARBOR PLACE VISTA CONDOMINIUM
14819 LAGUNA DRIVE, FT. MYERS, FL 33908

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.

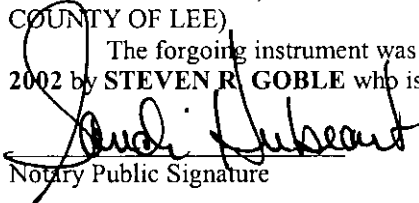
It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Gulf Coast Underground, Inc.

BY:  , President

STATE OF FLORIDA)
COUNTY OF LEE)

The forgoing instrument was signed and acknowledged before me this 11th day of June, 2002 by STEVEN R. GOBLE who is personally known and who (did)(did not) take an oath.


Notary Public Signature

SANDI HUBEART
Printed Name of Notary Public
CC910398
Notary Commission Number



Sandi Hubeart
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal)

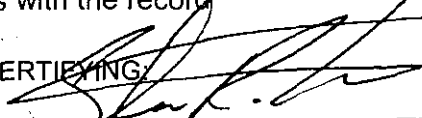
7/1/96

11.2

JUL 2 REC'D

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.

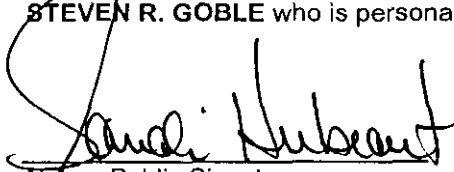
CERTIFYING:


Steven R. Goble President
(Name and Title of Certifying Agent)
OF: **Gulf Coast Underground, Inc.**
(Firm or Corporation)

Address: **6421-1 Metro Plantation Road**
Fort Myers, FL 33912

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this **11th** day of June, 2002, by **STEVEN R. GOBLE** who is personally know and who (did) (**did not**) take an oath.


Notary Public Signature



Sandi Hubeart
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC

Sandi Hubeart
Printed Name of Notary Public

CC910398
Notary Commission Number

(Notary Seal)

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for HARBOR PLACE VISTAS CONDOMINIUM AT PEPPERTREE POINTE project. (HP PROPERTIES LC EASEMENT MODIFICATION)
ACCOUNT NO. OD 5360748700.504930
ORIGINAL EASEMENT MOD. TO MINUTES AFTER RECORDING,
WITH A COPY TO SUE GULLEDGE, UTILITIES


SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D _____

ENTERED _____

CUST. # _____

INV. # _____

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

This Instrument Prepared by:
Charles Mann, Esquire
Florida Bar No. 310750
Pavese, Haverfield, Dalton, Harrison & Jensen, L.L.P.
1833 Hendry Street, P.O. Drawer 1507
Fort Myers, Florida 33902-1507

AGREEMENT FOR MODIFICATION AND GRANT OF PERPETUAL UTILITY EASEMENT

This Agreement for Modification and Grant of Perpetual Utility Easement is entered into by HP PROPERTIES, L.C., a Florida Limited Liability Company (HP), HARBOR PLACE AT PEPPERTREE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation ("Harbor Place"), HARBOR PLACE VISTAS CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation ("Vistas") and LEE COUNTY, a political subdivision of the State of Florida ("Lee County").

WHEREAS, HP was the developer of the Harbor Place Condominium and Harbor Place Vistas Condominium; and

WHEREAS, the Declaration of Condominium for Harbor Place is recorded at Official Records Book 2730, Page 955, of the Public Records of Lee County, Florida; and

WHEREAS, the Declaration of Condominium for Harbor Place Vistas is recorded at Official Records Book 3532, Page 4568, of the Public Records of Lee County, Florida; and

WHEREAS, HP is developing certain lands adjacent to Harbor Place Condominium and Harbor Place Vistas Condominium; and

WHEREAS, Gerald F. Sleeter, Trustee, a predecessor in interest to HP, granted a certain Exclusive and Perpetual Water Pipeline Easement Grant to Florida Cities Water Company, a Florida Corporation, recorded in Official Records Book 2641 at Page 2279, of the Public Records of Lee County, Florida (hereinafter "Florida Cities Easement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Lee County is the successor in interest to the Florida Cities Easement; and

WHEREAS, HP granted a certain Perpetual Public Utility Easement to Lee County, recorded at Official Records Book 3603 at Page 1482, of the Public Records of Lee County, Florida (hereinafter "Lee County Easement"), a copy of which is attached hereto as Exhibit "B" ; and

WHEREAS, HP, Harbor Place and Vistas are the only parties making use of any utilities in the easement area; and

WHEREAS, both the Florida Cities Easement and the Lee County Easement burden property owned by HP, Harbor Place and Vistas and/or the common elements of Harbor Place and Harbor Place Vistas; and

WHEREAS, portions of both the Florida Cities Easement and the Lee County Easement are inappropriately sited in relation to the actual location of improvements on the properties of HP, Harbor Place and Vistas; and

WHEREAS, all parties desire to modify the utility easements through a partial release of certain portions of the existing Florida Cities Easement and the Lee County Easement and granting of a new public utility easement to Lee County for placement of county water and sewer infrastructure to serve the developments.

NOW THEREFORE, in consideration of the mutual promises contained herein, ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

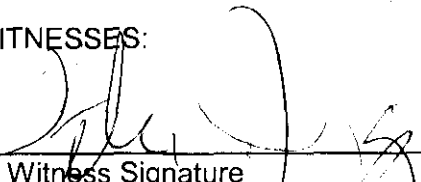
1. The above recitals are true and correct and are hereby incorporated into this Agreement.
2. Lee County hereby partially releases and conveys to the respective underlying fee title owners, its rights, title and interest in any portion of the property, described in both the Florida Cities Easement and in the Lee County Easement, that is inconsistent with or outside of the descriptions in Exhibit "C", attached hereto.
3. HP, Harbor Place and Vistas hereby grant and convey to Lee County a perpetual utility easement over the property described in Exhibit "C". HP, Harbor Place and Vistas grant this easement to the extent that the particular party has a legal interest in the lands burdened by the easement and warrants title to same as it burdens their respective property. No warranties or covenants are made with respect to portions of the easement not owned by that particular party. The easement granted to Lee County is for all those purposes set forth and enumerated in the prior Florida Cities Easement and the prior Lee County Easement.
4. All provisions of the prior Florida Cities Easement and the prior Lee County Easement referenced above shall pertain to and remain in full force and effect with respect to the easements as granted herein in the lands described in Exhibit "C".
5. This agreement represents the entire agreement of the parties with respect to its subject matter. This agreement shall not be amended, modified or terminated, except in writing and executed by the affected parties.
6. This agreement shall be construed according to the laws of Florida.
7. Either party to this agreement shall be entitled to any attorney's fees and costs reasonably incurred in successful enforcement of its rights under this Easement Agreement in any judicial proceeding relating thereto.

8. The effective date of this Agreement shall be the date on which the last of the four (4) parties to the Agreement affix their signature.

IN WITNESS WHEREOF, the parties have signed below.


WITNESSES:

HP PROPERTIES, L.C.,
a Florida Limited Liability Company

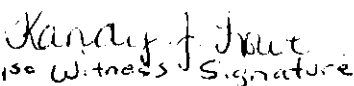


1st Witness Signature
Peter J. Page
Printed Name

By: Name:
Title: President



2nd Witness Signature
Mary A. Maddox
Printed Name

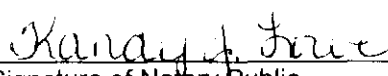


1st Witness Signature
Kandy J. Louie

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26 day of June, 2003, by as President of HP PROPERTIES, L.C., a Florida Limited Liability Company. He/She is personally known to me or has produced _____ as identification and did not take an oath.

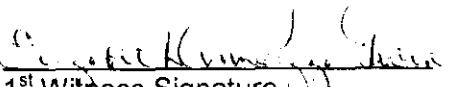
My Commission Expires: 06-07-07



Signature of Notary Public
Kandy J. Louie
(Print, type or stamp commissioned name of Notary Public)

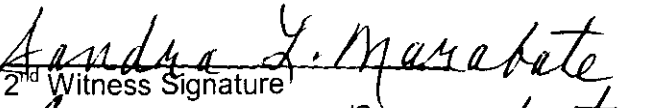
WITNESSES

HARBOR PLACE AT PEPPERTREE
CONDOMINIUM ASSOCIATION, INC.
a Florida Not for Profit corporation



1st Witness Signature
E. Kirby Smith, Jr.
Printed Name

By: Name: E. Kirby Smith, Jr.
Title: President



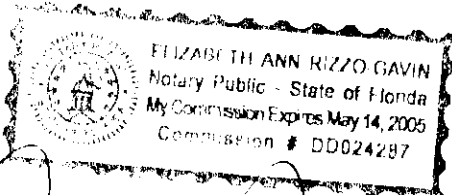
2nd Witness Signature
SANDRA MARABATE
Printed Name

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by as J. Kirby Smith Jr of HARBOR PLACE AT PEPPERTREE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit corporation. He/She is personally known to me or has produced as identification and did not take an oath.

My Commission Expires:

Elizabeth Ann Rizzo Gavin
Signature of Notary Public



Elizabeth Ann Rizzo Gavin
(Print, type or stamp commissioned name of Notary Public)

Peter J Page
Signature

HARBOR PLACE VISTAS CONDOMINIUM ASSOCIATION, INC.
a Florida Not for Profit corporation

Printed Name Peter J Page
Title: President

Mack A Meddix
2nd Witness Signature

Kandy J Love
1st Witness Signature

Printed Name Mack A Meddix

Printed Name Kandy J Love

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26 day of June, 2003, by Peter J Page as President of HARBOR PLACE VISTAS CONDOMINIUM ASSOCIATION, INC. a Florida Not for Profit corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

My Commission Expires: 06-07-07

Signature of Notary Public Kandy J Love

(Print, type or stamp commissioned name of Notary Public)

THIS PAGE COMPLETED BY LEE COUNTY OFFICIALS

ATTEST:
CHARLIE GREEN

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to Legal Form:

Office of County Attorney

10/22
46.5012
707

EXCLUSIVE AND PERPETUAL
WATER PIPELINE
EASEMENT GRANT

3848964

THIS INDENTURE, made and entered into this _____
between GERALD F. SLEETER, TRUSTEE of 11780 IONA RD, FT MYERS, FL 33908
(Name) (Address)

_____, individually or as Trustee, hereinafter
referred to as Grantors; and FLORIDA CITIES WATER COMPANY, 4837 Swift
Road, Ste 100, Sarasota, Florida 34231, a FLORIDA corporation, herein-
after referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and
other good and valuable consideration, receipt of which is hereby ack-
nowledged, Grantor does hereby grant to the Grantee, its successors
and assigns an exclusive and perpetual 20 foot wide permanent easement
situated in LEE County, Florida and located and described as
shown on the attached plat or legal survey marked Exhibit "A" and as
follows:

COMPLETE LEGAL DESCRIPTION HERE OR
ATTACH AS EXHIBIT "B"
(Please so state here accordingly)

• SIGNED & PRINTED - QUALITY CHECK, PLEASE •
• BY: C. S. BARNES, P.C. •

Notary Public for the State of Florida
No. 70
[Signature]

ALSO SEE ATTACHED LEGAL SURVEY OF THE SAME
ABOVE DESCRIBED EASEMENT AS EXHIBIT "A" ATTACHED

2. Grantee, its successors, appointees and assigns, are
granted the right, privilege, and authority to construct, replace,
renew and maintain a WATER LINE, MAIN OR FACILITY together with
necessary connections, valves, and other appurtenances, to be located
on, under, across and through the above described property with the
additional right, privilege and authority to remove, replace, repair
and enlarge said line, and to trim and remove roots, shrubs, bushes
and plants which affect the operation of this said main, line or
facility.

DR2641 PG2279

CR2641 PG2280

3. This 20 foot wide permanent easement will not be limited to any one (1) diameter size, type and/or number of connections to the Water Main for providing water service to this and adjacent properties. The area of this 20 foot wide permanent exclusive and perpetual easement is restricted and reserved for the Water Line, main, or facility, except it may be used for farming, roadways, streets, walkways, fences, or similar uses; however, houses, barns, buildings, patios, carports, garages, warehouses, and other similar type structures may not be ever built on this easement.

4. Title to the Utilities constructed hereunder shall remain in the name of the Grantee, Grantee's successors, appointees and assigns.

5. Grantors covenant to and with Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantors are lawfully seized and possessed of said lands, having good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated; and Grantors herewith furnish a Title Insurance Commitment/Policy issued by COMMONWEALTH LAND TITLE INSURANCE CO., and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

6. This Agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESSES:

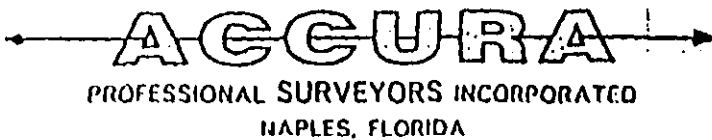
W. Wallace

GRANTOR OR GRANTORS:

GERALD V. SLEETER, TRUSTEE
Type Name of Owner or Trustee
[Signature]
Owner or Trustee sign here

Type Name of Owner or Trustee

Owner or Trustee sign here



DESCRIPTION

HARBOR PLACE CONDOMINIUM
(WATERLINE EASEMENT)

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA BEING A STRIP OF LAND 20 FEET WIDE, 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

*FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF UNIT 42, PHASE V AS SHOWN ON THE PLAT OF WATER'S EDGE ONE AT PEPPERTREE POINTE, A CONDOMINIUM RECORDED IN CONDOMINIUM PLAT BOOK 19 AT PAGES 4 THROUGH 15, LEE COUNTY RECORDS RUN N 00 37 57 W ALONG THE EAST RIGHT-OF-WAY LINE OF LAGUNA DRIVE AS SHOWN ON SAID PLAT FOR 112.58 FEET TO A POINT OF CURVATURE.
 *THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAGUNA DRIVE ALONG AN ARC OF A CURVE OF RADIUS 121.80 FEET (DELTA 99 33 00) (CHORD BEARING N 45 54 40 W) (CHORD 173.16 FEET) FOR 192.59 FEET TO THE POINT OF BEGINNING.
 *FROM SAID POINT OF BEGINNING RUN N 39 30 59 W FOR 164.13 FEET.
 *THENCE RUN N 13 28 32 E FOR 38.95 FEET TO A POINT DESIGNATED "A".
 *THENCE CONTINUE N 13 28 32 E FOR 16.55 FEET.
 *THENCE RUN N 75 15 54 E FOR 8.77 FEET TO A POINT DESIGNATED "B".
 *THENCE CONTINUE N 75 15 54 E FOR 43.61 FEET TO A POINT DESIGNATED "C".
 *THENCE CONTINUE N 75 15 54 E FOR 80.29 FEET TO A POINT DESIGNATED "D".
 *THENCE CONTINUE N 75 15 54 E FOR 35.18 FEET.
 *THENCE RUN S 52 00 00 E FOR 44.30 FEET TO A POINT DESIGNATED "E".
 *THENCE CONTINUE S 52 00 00 E FOR 14.33 FEET.
 *THENCE RUN S 17 08 37 E FOR 88.65 FEET TO A POINT DESIGNATED "F".
 *THENCE CONTINUE S 17 08 37 E FOR 18.64 FEET.
 *THENCE RUN S 14 15 37 E FOR 38.85 FEET TO A POINT DESIGNATED "G".
 *THENCE CONTINUE S 14 15 37 E FOR 44.62 FEET TO A POINT DESIGNATED "H".
 *THENCE CONTINUE S 14 15 37 E FOR 37.38 FEET.
 *THENCE RUN S 01 04 12 E FOR 63.44 FEET TO A POINT DESIGNATED "I".
 *THENCE CONTINUE S 01 04 12 E FOR 89.04 FEET.
 *THENCE RUN S 17 05 09 W FOR 19.62 FEET TO A POINT DESIGNATED "J".
 *THENCE CONTINUE S 17 05 09 W FOR 18.89 FEET TO A POINT DESIGNATED "K" WHICH LIES 10 FEET NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE.
 *THENCE RUN S 88 55 48 W PARALLEL WITH AND 10 FEET NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE FOR 32.53 FEET.
 *THENCE RUN S 00 37 57 E PARALLEL WITH AND 10.00 FEET EAST OF (AS MEASURED ON THE PERPENDICULAR) THE EAST RIGHT-OF-WAY LINE OF LAGUNA DRIVE FOR 10.00 FEET TO A POINT ON THE NORTH LINE OF SAID WATER'S EDGE ONE WHICH BEARS N 88 55 48 E AND IS 10.00 FEET FROM THE POINT OF COMMENCEMENT AND THE TERMINUS OF SAID CENTER LINE.

ALSO:

FROM THE FOLLOWING ABOVE-MENTIONED DESIGNATED POINTS RUN THE FOLLOWING COURSES TO THE TERMINI OF SAID CENTERLINES.

| | | | |
|----|-----------------------------|----|--|
| *A | N 57 38 16 W FOR 51.38 FEET | *G | S 70 59 25 W FOR 39.14 FEET |
| *B | S 48 58 25 E FOR 97.68 FEET | *H | N 74 39 42 E FOR 17.41 FEET |
| *C | S 13 48 37 E FOR 40.23 FEET | *I | S 88 08 27 E FOR 28.92 FEET |
| *D | N 04 33 48 W FOR 76.31 FEET | *J | N 64 47 38 E FOR 33.65 FEET |
| *E | N 40 45 00 E FOR 39.24 FEET | *K | N 88 55 48 E PARALLEL WITH AND 10 FEET NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE FOR 20.00 FEET. |
| *F | N 72 28 27 E FOR 35.83 FEET | | |

BEARINGS BASED ON THE EAST RIGHT-OF-WAY OF SAID LAGUNA DRIVE BEARING N 00 37 57 W (PLAT).

Thomas Patrick Gerber
P.S. & M. #4744

OFFICE (941) 261-8868 FAX (941) 649-8868
TOLL FREE SURVEY ORDERS
1-800-800-941-1

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No.: 864-232159
File Number: 412E4779

Effective Date: September 5, 1995 at 8:00 A.M.

| | |
|-------------------------------------|-----------------|
| 1. Policy or Policies to be issued: | Proposed Amount |
| ALTA Owner's Policy: | \$75,949.30 |

Proposed Insured:

FLORIDA CITIES WATER COMPANY

ALTA Loan Policy:

Proposed Insured:

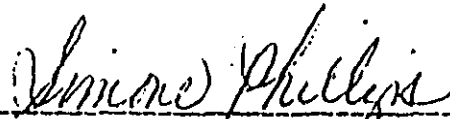
2. The estate or interest in the land described or referred to in the Commitment and covered herein is a FEE SIMPLE, and title thereto is at the effective date hereof vested in:

DAVID J. SCHNECKENBERG AND GERALD F. SLEETER AND DANIEL H. CHUDNOW as Successor Trustees under the provisions of a certain Florida Land Trust Agreement dated January 8, 1988

3. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

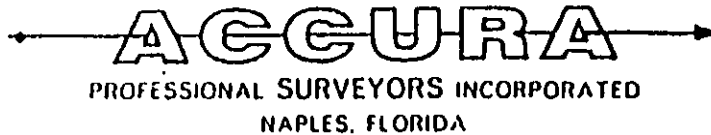
Countersigned: _____



Authorized Officer or Agent

Issued through the Office of:
TROPICAL TITLE INSURANCE AGENCY, INC.
660 9th St. North, Ste. 3
Naples, FL 33940
(813) 434-2065

Valid Only If Face Page, Schedule B and Cover Are Attached



DESCRIPTION

**HARBOR PLACE CONDOMINIUM
(WATERLINE EASEMENT)**

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA BEING A STRIP OF LAND 20 FEET WIDE, 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

*FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF UNIT 42, PHASE V AS SHOWN ON THE PLAT OF WATER'S EDGE ONE AT PEPPERTREE POINTE, A CONDOMINIUM RECORDED IN CONDOMINIUM PLAT BOOK 19 AT PAGES 4 THROUGH 15, LEE COUNTY RECORDS RUN N 00 37 57 W ALONG THE EAST RIGHT-OF-WAY LINE OF LAGUNA DRIVE AS SHOWN ON SAID PLAT FOR 112 58 FEET TO A POINT OF CURVATURE

*THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAGUNA DRIVE ALONG AN ARC OF A CURVE OF RADIUS 121 86 FEET (DELTA 90 33 00) (CHORD BEARING N 45 54 40 W) (CHORD 173 16 FEET) FOR 192 59 FEET TO THE POINT OF BEGINNING.

*FROM SAID POINT OF BEGINNING RUN N 39 30 59 W FOR 164.13 FEET.

*THENCE RUN N 13 28 32 E FOR 38 95 FEET TO A POINT DESIGNATED "A"

*THENCE CONTINUE N 13 28 32 E FOR 18 55 FEET.

*THENCE RUN N 75 15 54 E FOR 6 77 FEET TO A POINT DESIGNATED "B".

*THENCE CONTINUE N 75 15 54 E FOR 43 61 FEET TO A POINT DESIGNATED "C".

*THENCE CONTINUE N 75 15 54 E FOR 60 29 FEET TO A POINT DESIGNATED "D".

*THENCE CONTINUE N 75 15 54 E FOR 35 18 FEET.

*THENCE RUN S 52 00 00 E FOR 44 30 FEET TO A POINT DESIGNATED "E".

*THENCE CONTINUE S 52 00 00 E FOR 14 33 FEET

*THENCE RUN S 17 08 37 E FOR 68 85 FEET TO A POINT DESIGNATED "F".

*THENCE CONTINUE S 17 08 37 E FOR 18 64 FEET

*THENCE RUN S 14 15 37 E FOR 38 88 FEET TO A POINT DESIGNATED "G"

*THENCE CONTINUE S 14 15 37 E FOR 44 62 FEET TO A POINT DESIGNATED "H"

*THENCE CONTINUE S 14 15 37 E FOR 37 38 FEET

*THENCE RUN S 01 04 12 E FOR 63 44 FEET TO A POINT DESIGNATED "I".

*THENCE CONTINUE S 01 04 12 E FOR 89 04 FEET.

*THENCE RUN S 17 05 09 W FOR 19 62 FEET TO A POINT DESIGNATED "J".

*THENCE CONTINUE S 17 05 09 W FOR 18 89 FEET TO A POINT DESIGNATED "K" WHICH LIES 10 FEET NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE

*THENCE RUN S 88 55 48 W PARALLEL WITH AND 10 FEET NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE FOR 32 53 FEET.

*THENCE RUN S 00 37 57 E PARALLEL WITH AND 10 00 FEET EAST OF (AS MEASURED ON THE PERPENDICULAR) THE EAST RIGHT-OF-WAY LINE OF LAGUNA DRIVE FOR 10 00 FEET TO A POINT ON THE NORTH LINE OF SAID WATER'S EDGE ONE WHICH BEARS N 88 55 48 E AND IS 10 00 FEET FROM THE POINT OF COMMENCEMENT AND THE TERMINUS OF SAID CENTER LINE

ALSO.

FROM THE FOLLOWING ABOVE-MENTIONED DESIGNATED POINTS RUN THE FOLLOWING COURSES TO THE TERMINI OF SAID CENTERLINES

"A" N 57 38 18 W FOR 51 36 FEET

"B" S 48 56 25 E FOR 97 68 FEET

"C" S 13 48 37 E FOR 40 23 FEET

"D" N 04 33 48 W FOR 76 31 FEET

"E" N 40 45 00 E FOR 30 24 FEET

"F" N 72 28 27 E FOR 35 83 FEET

"G" S 70 59 25 W FOR 39 14 FEET

"H" N 74 39 42 E FOR 17 41 FEET

"I" S 88 06 27 E FOR 26 92 FEET

"J" N 84 47 38 E FOR 33 65 FEET

"K" N 88 55 48 E PARALLEL WITH AND 10 FEET

NORTHERLY OF (AS MEASURED ON THE PERPENDICULAR) THE NORTH LINE OF SAID WATER'S EDGE ONE FOR 20 00 FEET.

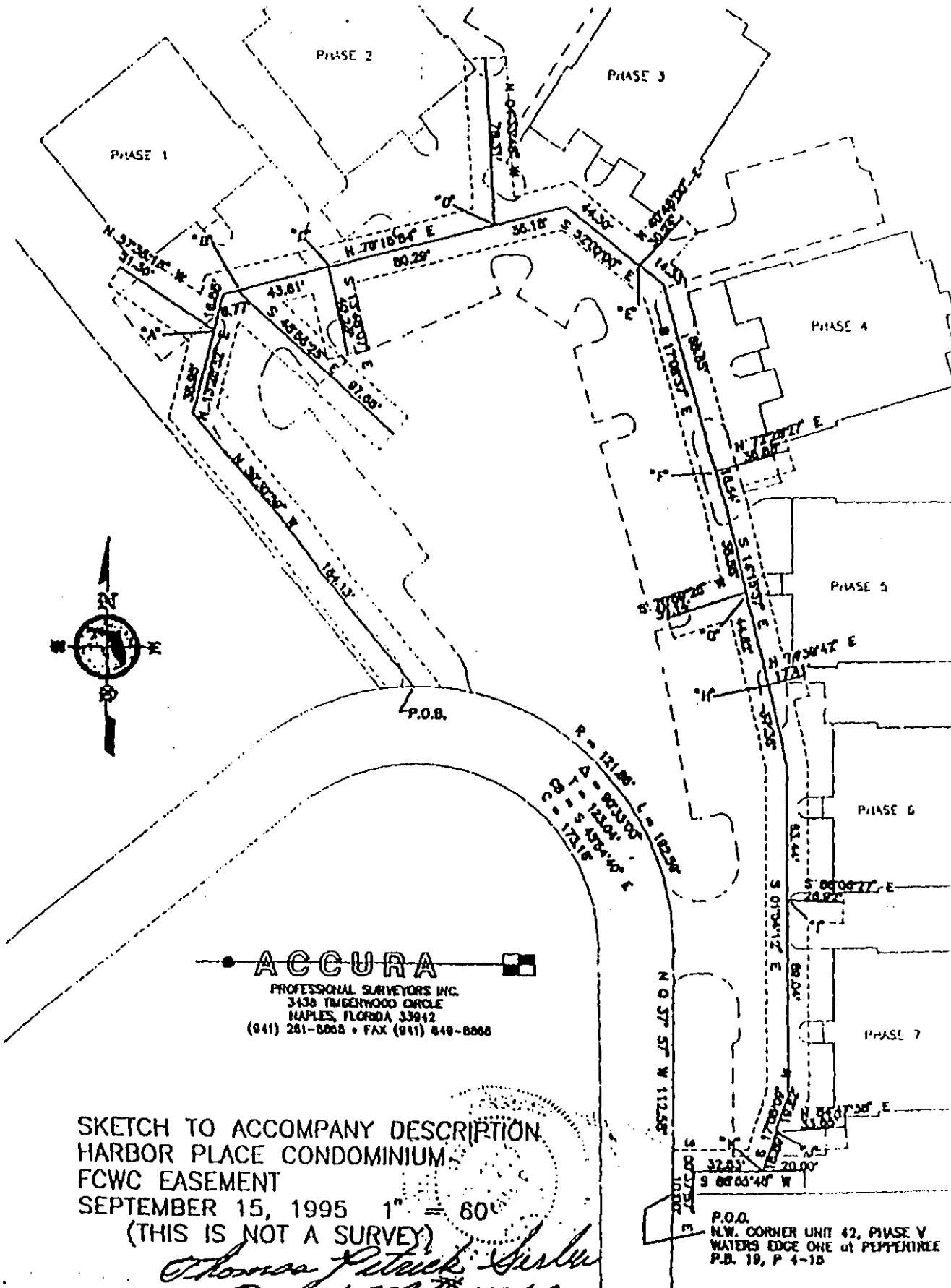
BEARINGS BASED ON THE EAST RIGHT-OF-WAY OF SAID LAGUNA DRIVE BEARING N 00 37 57 W (PLAT).

Thomas Patrick Serbu
P.S. & M. #4744

OFFICE
(941) 261-8868

FAX
(941) 649-8868

TOLL FREE SURVEY ORDERS
1-800-800-941-1



ACCURA

PROFESSIONAL SURVEYORS INC.
 3438 TIMBERWOOD CIRCLE
 NAPLES, FLORIDA 33942
 (941) 281-8868 • FAX (941) 649-8868

SKETCH TO ACCOMPANY DESCRIPTION
 HARBOR PLACE CONDOMINIUM
 FCWC EASEMENT
 SEPTEMBER 15, 1995 1" = 60'

(THIS IS NOT A SURVEY)

Thomas Patrick Gurlu
 P.S. & M. #4749

P.O.B.
 N.W. CORNER UNIT 42, PHASE V
 WATERS EDGE ONE of PEPPER TREE
 P.B. 19, P 4-18

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
(Requirements)

Commitment No.: 864-232159
File Number: 412E4779

The following are the requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record:
GRANT OF EASEMENT
a. to be executed and recorded from DAVID J. SCHECKENBERG AND GERALD F. SLEETER AND DANIEL N. CHUDNOV as Successor Trustees under the provisions of a certain Florida Land Trust Agreement dated January 8, 1988 to FLORIDA CITIES WATER COMPANY conveying the herein described lands.
4. Sellers Gap, Nonforeign, Tax Proration, and No Lien Affidavit.
5. A 20 year buyer search was performed and there are no recorded liens or judgements against the proposed Mortgagor(s), other than those specifically noted herein.
6. Prior to disbursement by the Company, or its authorized agent, of the proceeds of the transaction to be insured, title to the land shall be checked down to the time of recording, or other date satisfactory to the Company, and an affidavit of the seller and/or borrower furnished, certifying that there are no matters that could give rise to a lien that would attach to the land between the disbursing to the funds and the recording to the instruments creating the estate to be insured. The Company reserves the right to impose such further requirements or add additional exceptions necessary to reflect any matters occurring prior to disbursement or recording of the insured instruments creating the insured estate, whichever comes first.

95 OCT -6 PM 4:00

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
(Exceptions)

Commitment No.: 864-232159
File Number: 412E4779

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
 2. Rights or claims of parties in possession not shown by the public records.
 3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public record.
 6. Taxes for the year 1995 and taxes or assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof. 1994 taxes will be shown as paid on final policy. The gross tax amount was \$39,267.85. Tax ID # 25-45-23-00-00001.0000.
 7. Subject to the reservation of certain oil, gas and mineral rights as set forth in Deed recorded in Official Records Book 1569, Page(s) 1907, Public Records of Lee County, Florida, and as amended.
 8. Subject to Lee County Ordinance No. 86-14, recorded in Official Records Book 2109, Page 3281, Public Records of Lee County, Florida, concerning Lee County Garbage and Solid Waste Collection Program, and to any acts and/or assessments by said program.
- NOTE: As of the effective date of the policy there are no fees due and payable for Solid Waste Collection.
9. Riparian and/or Littoral Rights are neither guaranteed nor insured.
 10. Notwithstanding the description of the land insured as shown in this policy, this policy insures only that portion of said lands lying upland of the mean high water mark of the CALOOSAHATCHEE RIVER.
 11. Access to the insured property also being over navigable waters, this policy is subject to the rights of the United States Government and/or of the United States Governments control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in water of such character.

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 of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the 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, shall indemnify and hold the GRANTEE harmless 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 location 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 or amended from time to time.

8. GRANTEE shall 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 roads. The easement is strictly for utility purposes.

10. This easement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be

CITY ATTY APPROVED 2000 PUE

signed on the date and year first above written.

Sandra L. Marabate
1st Witness

Peter Page
GRANTOR

Milton J. Orluanti
2nd Witness

Title: Managing Member

STATE OF Florida)
) SS:
COUNTY OF Lee)

APPROVED AS TO FORM
[Signature]
OFFICE OF COUNTY ATTORNEY

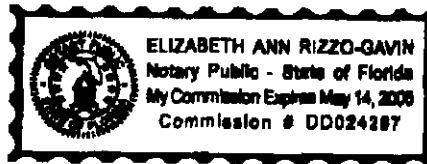
The foregoing instrument was signed and acknowledged before me this 27th day of November, 2001, by Peter Page
(Print or Type Name)
who has produced Personally Known
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

Elizabeth Ann Rizzo-Gavin
Notary Public Signature

Elizabeth Ann Rizzo-Gavin
Printed Name of Notary Public

DD024287
Notary Commission Number

(Notary Seal)





November 7, 2001

DESCRIPTION

**UTILITY EASEMENT
AT HARBOR PLACE CONDOMINIUM
SECTION 25, TOWNSHIP 45 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 25, Township 45 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

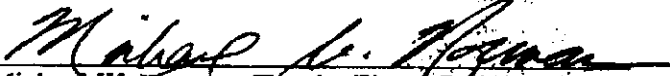
From the northwest corner of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida; thence run the following courses and distances along the perimeter of said utility easement: N 00° 37' 57" W along the east line of Laguna Drive as shown on said Water's Edge Condominium for 20.00 feet; N 88° 55' 42" E departing said east right-of-way line 35.21 feet; N 17° 05' 09" E for 29.67 feet; N 01° 04' 12" W for 149.73 feet; N 14° 15' 37" W for 9.68 feet; N 01° 06' 25" W; N 12° 21' 19" W for 28.18 feet; N 15° 21' 24" W for 29.77 feet; S 74° 38' 36" W for 29.80 feet; N 15° 12' 24" W for 20.02 feet; N 74° 38' 36" E for 29.80 feet; N 15° 20' 31" W for 23.23 feet; S 17° 20' 56" E for 95.16 feet; N 52° 15' 33" W for 71.87 feet; S 75° 15' 54" W for 87.14 feet; S 13° 48' 37" E for 30.39 feet; S 76° 11' 23" W for 13.57 feet; S 48° 56' 25" E for 42.31 feet; S 41° 03' 35" W for 20.00 feet; N 48° 56' 25" W for 87.90 feet; S 13° 28' 32" W for 40.33 feet; S 39° 30' 59" E for 167.98 feet to an intersection with the northerly curved right-of-way line of said Laguna Drive; southwesterly along the arc of said curve to the left of radius 121.86 feet (chord bearing S 89° 04' 10" W) (chord 25.59 feet) (delta 12° 03' 08") for 25.63 feet; N 39° 30' 59" W departing said northerly right-of-way line for 162.00 feet; N 13° 28' 32" E for 36.79 feet; N 57° 38' 16" W for 44.21 feet; N 32° 21' 44" E for 20.00 feet; S 57° 38' 16" E for 37.37 feet; N 13° 28' 32" E for 8.54 feet; N 75° 15' 54" E for 128.29 feet; N 04° 33' 48" W for 67.94 feet; N 85° 26' 12" E for 20.00 feet; S 04° 33' 48" E for 64.36 feet; N 75° 15' 54" E for 14.59 feet; S 52° 15' 33" E for 8.66 feet; N 37° 44' 27" E for 18.08 feet; S 52° 15' 33" E for 20.00 feet; S 37° 44' 27" W for 18.08 feet; S 52° 15' 33" E for 59.36 feet; S 17° 20' 58" E for 85.05 feet; S 17° 19' 41" E for 16.75 feet; S 15° 21' 24" E for 11.95 feet; N 73° 07' 25" E for 9.24 feet; S 15° 21' 24" E for 19.98 feet; S 72° 27' 28" W for 9.24 feet; S 15° 21' 24" E for 41.86 feet; S 11° 40' 29" E for 32.61 feet; S 14° 15' 37" E for 16.66 feet; S 01° 04' 12" E for 55.10 feet; S 88° 06' 27" E for 17.42; S 01° 53' 33" W for 20.00 feet; N 88° 06' 27" W for 16.39; S 01° 04' 12" E for 80.11 feet; S 17° 05' 09" W for 6.31 feet; N 84° 47' 38" W for 18.74 feet; S 05° 12' 22" E for 20.00 feet; S 84° 47' 38" W for 20.22 feet; S 01° 04' 12" E for 18.94 feet to

an intersection with the northerly line of said Unit 42 Phase V; S 88° 55' 48" W
along the north line of said Unit 42 for 62.61 feet to the Point of Beginning.

Parcel contains 0.57 acres, more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the north line of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida to bear S 88° 55' 48" W.

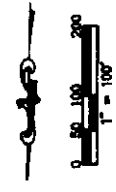
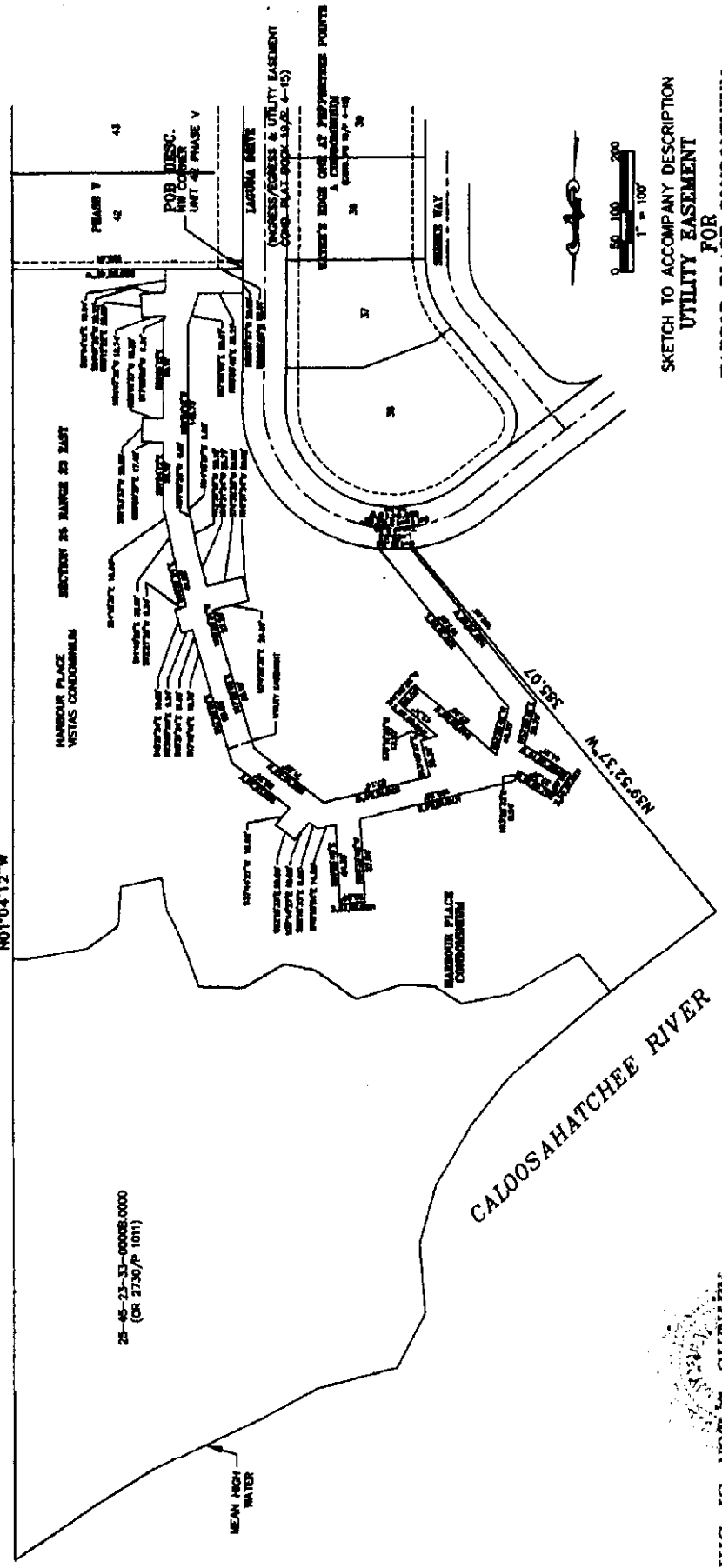

Michael W. Norman (For the Firm) (B-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

OR BK 03603 P6 1486A

SECTION 30 RANGE 24 EAST

N01°04'12"W

25-45-23-33-00000.0000
(OR 2730/P 1011)



SKETCH TO ACCOMPANY DESCRIPTION
UTILITY EASEMENT
FOR
HARBOR PLACE CONDOMINIUM
SECTION 25, TWP. 45 S, RGE. 23 E
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
ENGINEERING, SURVEYING AND EASLEMENTS
12-19-2000 20002278 25-45-23 1" = 100' 1 OF 1

THIS IS NOT A SURVEY
MICHAEL ROSS
FOR THE (S) (S-442)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

NOV 07 2001
DATE SIGNED:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



October 7, 2002

DESCRIPTION

**UTILITY EASEMENT
AT HARBOR PLACE CONDOMINIUM
SECTION 25, TOWNSHIP 45 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 25, Township 45 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

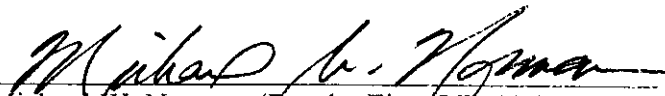
From the northwest corner of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida; thence run the following courses and distances along the perimeter of said utility easement: N 00° 37' 57" W along the east line of Laguna Drive as shown on said Water's Edge Condominium for 27.01 feet; N 88° 55' 42" E departing said east right-of-way line 44.97 feet; N 01° 04' 12" W for 21.61 feet; N 49° 41' 28" W for 16.12 feet; N 01° 05' 17" W for 75.18 feet; N 13° 04' 10" E for 37.02 feet; N 01° 04' 12" W for 39.10 feet; N 12° 21' 19" W for 26.64 feet; N 15° 21' 24" W for 29.77 feet; S 74° 38' 36" W for 29.80 feet; N 15° 12' 24" W for 20.02 feet; N 74° 38' 36" E for 29.80 feet; N 15° 20' 31" W for 23.23 feet; N 17° 20' 56" W for 95.16 feet; N 52° 15' 33" W for 71.87 feet; S 75° 15' 54" W for 87.14 feet; S 13° 48' 37" E for 30.39 feet; S 76° 11' 23" W for 13.57 feet; S 48° 56' 25" E for 42.31 feet; S 41° 03' 35" W for 20.00 feet; N 48° 56' 25" W for 87.90 feet; S 13° 28' 32" W for 40.33 feet; S 39° 30' 59" E for 167.98 feet to an intersection with the northerly curved right-of-way line of said Laguna Drive; southwesterly along the arc of said curve to the left of radius 121.86 feet (chord bearing S 89° 04' 10" W) (chord 25.59 feet) (delta 12° 03' 08") for 25.63 feet; N 39° 30' 59" W departing said northerly right-of-way line for 162.00 feet; N 13° 28' 32" E for 36.79 feet; N 57° 38' 16" W for 44.21 feet; N 32° 21' 44" E for 10.56 feet; S 85° 27' 14" E for 20.23 feet; S 57° 38' 16" E for 19.48 feet; N 13° 28' 32" E for 8.54 feet; N 75° 15' 54" E for 128.29 feet; N 04° 33' 48" W for 54.18 feet; N 19° 52' 42" E for 15.12 feet; N 85° 26' 12" E for 13.74 feet; S 04° 33' 48" E for 64.36 feet; N 75° 15' 54" E for 14.59 feet; S 52° 15' 33" E for 16.77 feet; N 37° 44' 27" E for 16.04 feet; S 52° 15' 33" E for 11.89 feet; S 37° 44' 27" W for 16.04 feet; S 52° 15' 33" E for 59.36 feet; S 17° 20' 56" E for 85.05 feet; S 17° 19' 41" E for 16.75 feet; S 15° 21' 24" E for 11.95 feet; N 73° 07' 25" E for 9.24 feet; S 15° 21' 24" E for 19.98 feet; S 72° 27' 28" W for 9.24 feet; S 15° 21' 24" E for 41.86 feet; S 11° 40' 29" E for 30.97 feet; S 01° 04' 12" E for 29.56 feet; N 88° 55' 48" E for 29.52 feet; S 01° 04' 12" E for 20.00 feet; S 88° 55' 48" W for 31.51 feet; S 13° 04' 10" W for 28.88 feet; S 01° 05' 17" E for 63.67 feet; S 49° 41' 28" E for 16.13 feet; S 01° 04' 12" E for 50.65 feet; S 88° 55' 48" W for 45.23 feet; S 01° 04' 12" E for 7.00 feet to an

intersection with the northerly line of said Unit 42 Phase V; thence run S 88° 55' 48" W along the north line of said Unit 42 for 19.95 feet to the Point of Beginning.

Parcel contains 0.56 acres, more or less.

SUBJECT TO easements, restrictions and reservations of record.

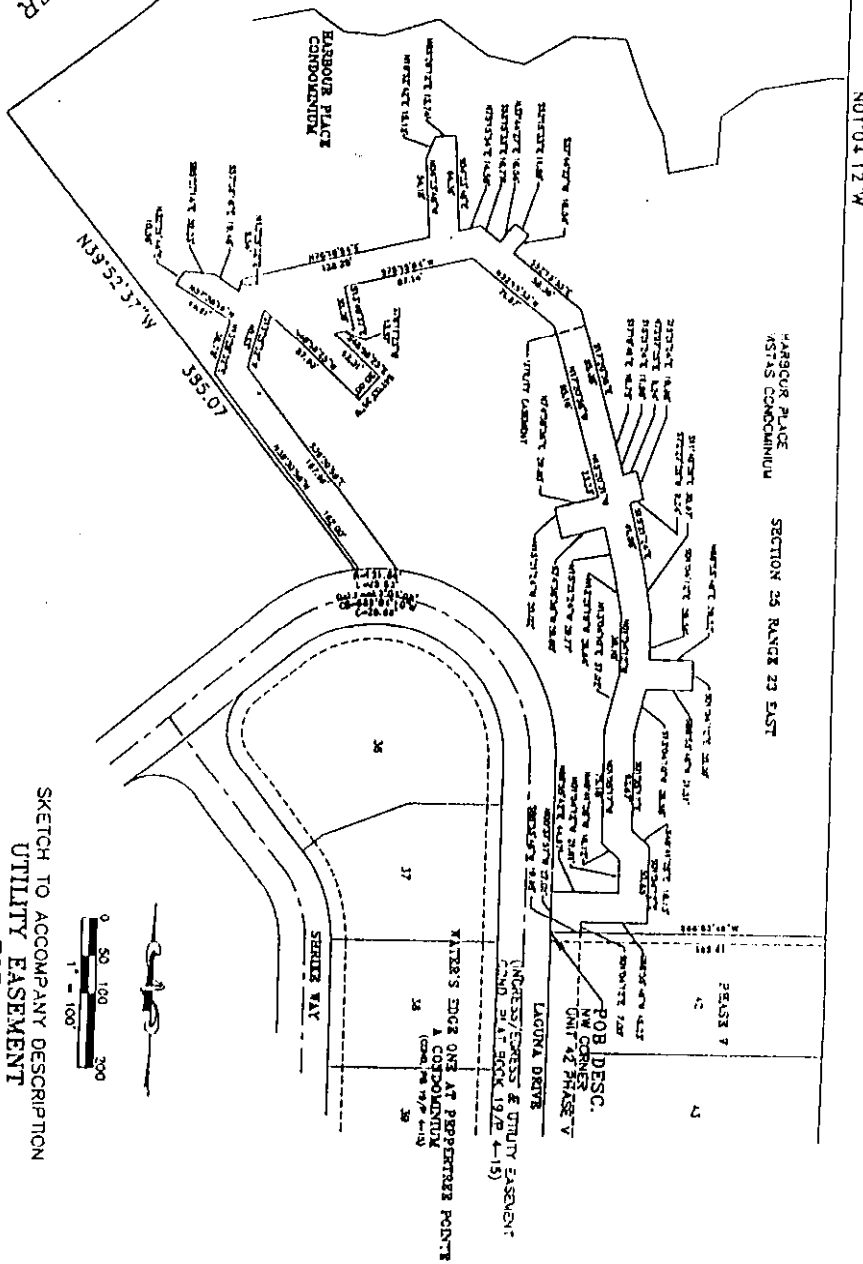
Bearings hereinabove mentioned are based on the north line of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida to bear S 88° 55' 48" W.


Michael W. Norman (For the Firm, LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

THIS IS NOT A SURVEY
 MICHAEL W. NORMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500
 DATE SIGNED: 01/07/2002
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CALOOSAHATCHEE RIVER

23-45-23-33-0000B 0000
 (OR 2730/P 1011)



SCALE: 1" = 100'
 0 50 100 200

SKETCH TO ACCOMPANY DESCRIPTION
 UTILITY EASEMENT
 FOR
 HARBOR PLACE CONDOMINIUM
 SECTION 25, TWP. 45 S, RGE. 23 E
 LEE COUNTY, FLORIDA

| | | | |
|---|-----------|----------|-----------|
| 12-19-2000 | 2000-2-13 | 23-45-23 | 1" = 100' |
| JOHNSON ENGINEERING, INC. | | | |
| 7340 GARDEN STREET, SUITE 200, TAMPA, FLORIDA 33634 | | | |
| TEL: 813-288-1111 FAX: 813-288-1112 | | | |

Receipt Page for Agreement for Modification and Grant of Perpetual Utility Easement
Harbor Place Vistas Condominium at Peppertree Pointe (Water Main Relocation)

RECEIVED

JUN 30 2003

BECKER & POLIAKOFF, P.A.
FT. MYERS OFFICE

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JUL 09 2003
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