

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20040302-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance by Resolution, and recording of one () Utility Easement, as a donation of water distribution system, thirteen (13) 4" diameter fire lines and a gravity collection system serving *LAGUNA LAKES, PHASE IV (POD A)*. This is a developer contributed asset project located at the southeast corner of Gladiolus Drive and Bass Road.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to this phase of the recently constructed residential development.

WHAT ACTION ACCOMPLISHES:

Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 3

C10H

3. MEETING DATE:

03-30-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

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

6. REQUESTOR OF INFORMATION:

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

DATE: 3/11/04

7. BACKGROUND:

The Board granted permission to construct on 07/08/03, Blue Sheet #20030725.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.
 As-builts have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of Lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.

Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 33 TOWNSHIP 45S RANGE 24E 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	
 J. Lavender Date: 3-16-04	N/A Date:	N/A Date:	T.O. T. Osterhout Date: 3-11	 S. Osterhout Date: 3/16/04	 P.M. Date: 3/17/04	 J.S. Date: 3/17/04	 J.S. Date: 3/17/04	 J. Lavender Date: 3-16-04	

10. COMMISSION ACTION:

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

Rec. by County
 Date: 3/16/04
 Time: 3:05 PM
 Forwarded To:
 Admin. Div. 104

RECEIVED BY
 COUNTY ADMIN: PM
 03/16/04
 3:50 PM SUT
 COUNTY ADMIN
 FORWARDED TO: PIZ
 3/18/04
 11 AM

RESOLUTION NO. _____

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

WHEREAS, it is the desire of TRANSEASTERN LAGUNA LAKES,LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (water distribution system; 13 4-inch diameter fire lines) and sewer facilities (gravity collection system, two lift stations and force main) serving **"LAGUNA LAKES, PHASE IV (POD A)";** 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 **\$254,274.75** 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 Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Andrew Coy: _____ (4)
- Commissioner John Albion: _____ (5)

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

COPY

LETTER OF COMPLETION

Date: 12/19/03

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 sewer collection system(s) located in Laguna Lakes Pod "A" were designed by me and have been constructed in conformance with:

the approved plans

the revised plans, attached

and:

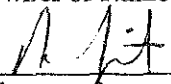
the approved specifications

the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: watermain pressure test, sanitary sewer line pressure test, and the sanitary sewer video taping

Very truly yours,

Andrew D. Fitzgerald, P.E. #56776
(Owner or Name of Corporation)

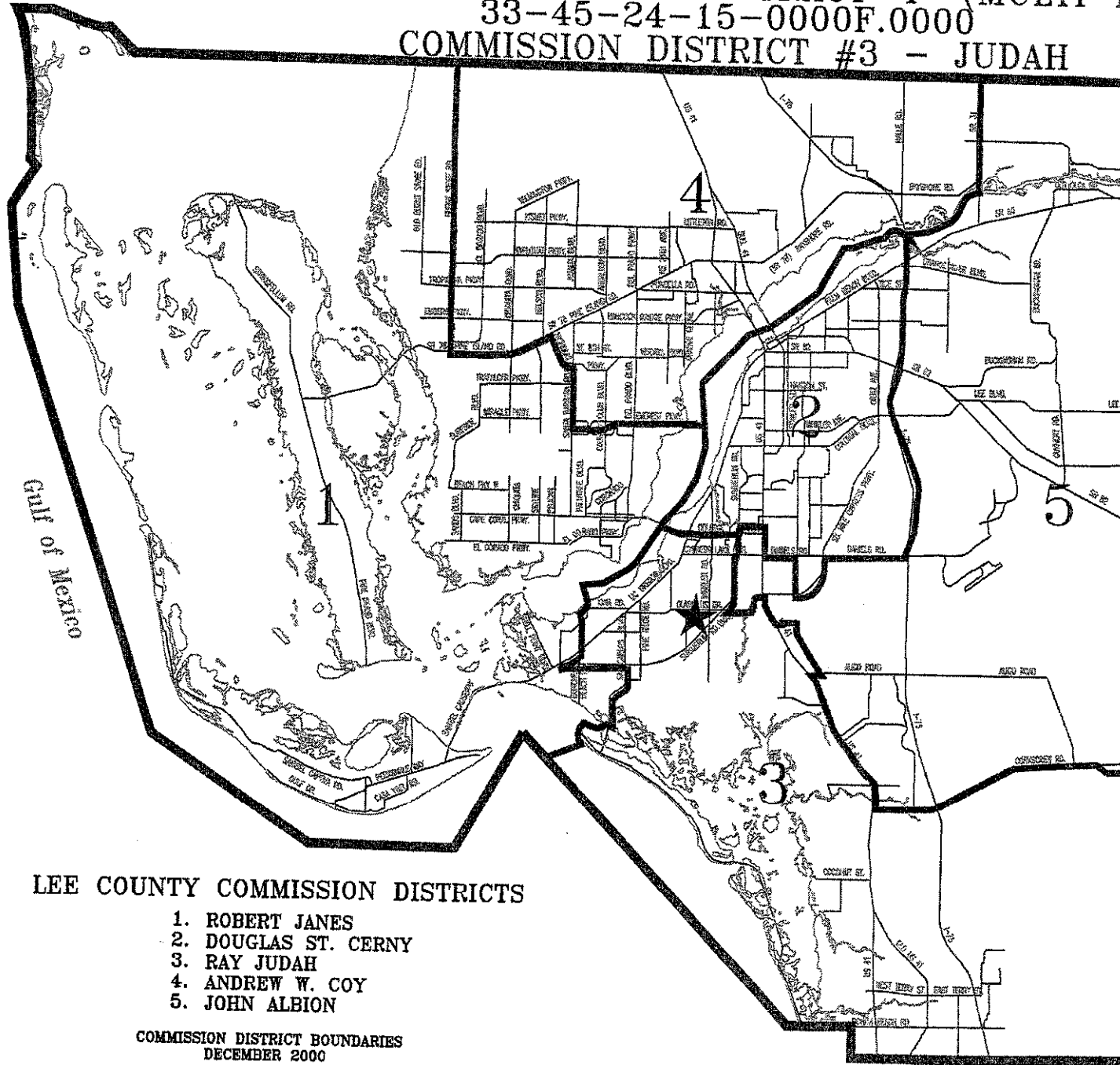

(Signature)

Project Engineer
(Title)

Seal of Engineering Firm



LAGUNA LAKES, POD "A" TRACT 'F' (MULTI-F
 33-45-24-15-0000F.0000
 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

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Laguna Lakes Phase IV to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

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

Mitchell & Stark Construction Co. Inc.
(Name of Owner/Contractor)

BY: [Signature]
(Signature of Owner/Contractor)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 26th day of Feb., 2004 by _____ who is personally known to me - _____, and who did take an oath.

[Signature]
Notary Public Signature

Bobbie L. Symonds
Printed Name of Notary Public



Bobbie L. Symonds
MY COMMISSION # DD246445 EXPIRES
September 2, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

(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 # 254,274.75
() hereby waives and releases its lien and right to claim a lien for labor, services, or
materials furnished to Transeastern Laguna Lakes, LLC on the job of Laguna Lakes to the following
described property:

Laguna Lakes Phase IV
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

Southeastern of Gladiolus Drive & Bass Road
(Location)

33-45-24-15-0000F.0000
(Strap # or Section, Township & Range)

Dated on: 2/26, 2004

By: [Signature]
(Signature of Authorized Representative)

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

By: Daniel J. Mikelson
(Print Name of Authorized Representative)

6001 Shirley Street
(Address of Firm or Corporation)

Title: Project Manager

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

Phone #: (239)597-2165 Ext.

Fax#: (239)566-7865

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 26th day of Feb, 2004 by _____
who is personally known to me - _____, and who did take an oath.



Bobbie L. Symonds
MY COMMISSION # DD246645 EXPIRES
September 2, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Bobbie L. Symonds
(Printed Name of Notary Public)

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

CERTIFYING:

X [Signature]
(Signature of Certifying Agent)

Daniel J. Mikelson, Project Manager
(Name & Title of Certifying Agent)

Mitchell and Stark Construction Co. Inc.
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 20th day of Feb., 2004 by [Signature] who is personally known to me - _____, and who did take an oath.

[Signature]
Notary Public Signature

Bobbie L. Symonds
Printed Name of Notary Public



Bobbie L. Symonds
MY COMMISSION # DD246445 EXPIRES
September 2, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Commission Number

(NOTARY SEAL)



COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Laguna Lakes (Phase IV)

STRAP NUMBER: 33-45-24-15-0000F.0000

LOCATION: Southeastern of Gladiolus Drive & Bass Road

OWNER'S NAME: Transeastern Laguna Lakes, LLC

OWNER'S ADDRESS: 3300 University Drive

OWNER'S ADDRESS: Coral Springs, FL 33065-

TYPE UTILITY SYSTEM: SANITARY SEWER

(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.

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
PVC SDR-26 GRAVITY MAIN	8"	2,965.0	LF	\$15.20	\$45,068.0
PVC C-900 DR-18	8"	365.0	LF	\$25.51	\$9,311.0
MANHOLE	4'	13.0	LF	\$3,621.00	\$47,073.0
SINGLE SEWER SERVICE W/CLEANOUT	6"	25.0	EA	\$769.00	\$19,225.0
<u>TOTAL</u>					\$120,677.1

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



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

CERTIFYING:

X [Signature]
(Signature of Certifying Agent)

Daniel J. Mikelson, Project Manager
(Name & Title of Certifying Agent)

Mitchell and Stark Construction Co. Inc.
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 26th day of Feb. 2004 by Daniel J. Mikelson who is personally known to me - _____, and who did take an oath.

[Signature]
Notary Public Signature

Bobbie L. Symonds
Printed Name of Notary Public



Bobbie L. Symonds
MY COMMISSION # DD246445 EXPIRES
September 2, 2007
BONDED THRU TROY FAIR INSURANCE, INC

Notary Commission Number

(NOTARY SEAL)

[Handwritten]

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

BS 20040302-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for LAGUNA LAKES, PHASE IV (POD A) project.
ACCOUNT NO. OD53607487.504930

EASEMENT: TRANSEASTERN LAGUNA LAKES, LLC
EASEMENT: TRANSEASTERN LAGUNA LAKES, LLC

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullidge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED: EASEMENT
RECORDING

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE RECORDING

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)

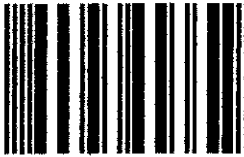
REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting



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) →

334524150000F0000

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 DONATION BY: TRANSEASTERN LAGUNA LAKES, LLC

Last First MI Corporate Name (if applicable)
3300 UNIVERSITY DRIVE CORAL SPRINGS FL 33065
Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

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

Month Day Year

Sale/Transfer Price
\$ (Round to the nearest dollar.) 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:
(Round to the nearest dollar.) \$ 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
Sale of a partial or undivided interest? Related to seller by blood or marriage. YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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 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

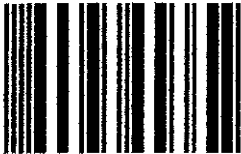
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent Date 3/11/04

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
This copy to Property Appraiser
O. R. Book and Page Number and File Number
Date Recorded
Clerks Date Stamp

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY



(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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

334524150000F0000

2. Mark (x) all
that apply Multi-parcel
transaction? →

Transaction is a split
or cutout from
another parcel? →

Property was improved
with building(s) at time
of sale/transfer? →

EASEMENT DONATION BY: TRANSEASTERN LAGUNA LAKES, LLC

3. Grantor (Seller):
Last First MI Corporate Name (if applicable)
3300 UNIVERSITY DRIVE CORAL SPRINGS FL 33065

Mailing Address City State Zip Code Phone No.
4. Grantee (Buyer): **RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

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

5. Date of Sale/Transfer
Sale/Transfer Price
\$ **. 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:
Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **. 00**

12. Amount of Documentary Stamp Tax \$ **0.00**

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

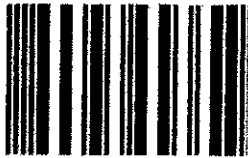
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/hers has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **3/11/04**

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	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year	

This copy to Department of Revenue



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



Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

334524150000F0000

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 DONATION BY: TRANSEASTERN LAGUNA LAKES, LLC**

Last Mailing Address First City MI State Corporate Name (if applicable)
3300 UNIVERSITY DRIVE CORAL SPRINGS FL 33065

4. Grantee (Buyer): **RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

Last Mailing Address First City MI State Zip Code Phone No.
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer \$ **. 00** Property Located in **46** County Code
Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? if "Yes", outstanding mortgage balance: **. 00**
Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$

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:
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10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **. 00**

12. Amount of Documentary Stamp Tax **0.00**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6) Florida Statutes? YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **3/11/04**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

#1 of 2

THIS INDENTURE is made and entered into this ____ day of _____, 2004, by and between Transeastern Laguna Lakes LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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 shall 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 shall 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 shall 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 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 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 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall 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.



X [Signature] (Signature of 1st Witness) X [Signature] (Grantor's/Owner's Signature)

EVAN RABINOWITZ (Name of 1st Witness) JAN ICKOVIC (Grantor's/Owner's Name)

X [Signature] (Signature of 2nd Witness) Title VICE PRESIDENT

JOHN EVASIUS (Name of 2nd Witness)

STATE OF Florida)
COUNTY OF Broward) SS:
Lee)

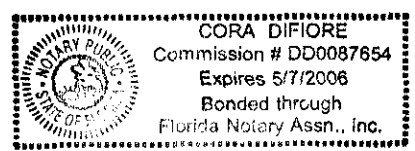
The foregoing instrument was signed and acknowledged before me this 10 day of MARCH 2004 by JAN ICKOVIC who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[Signature]

Notary Public Signature

CORA DIFIORE

Printed Name of Notary Public

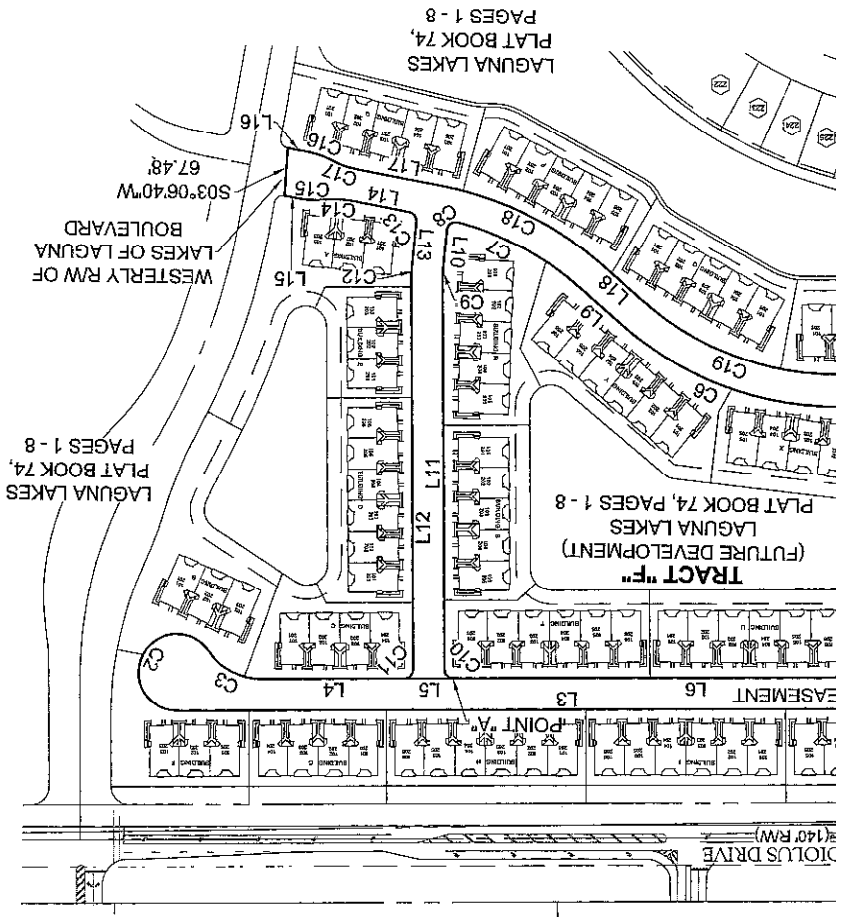
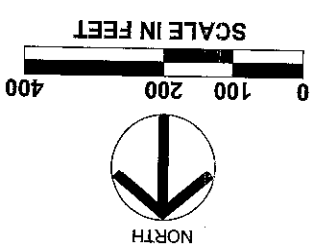


(Notary Seal & Commission Number)

COPY

**SKETCH OF
DESCRIPTION
NOT A SURVEY**

SEE SHEET 2 OF 2 FOR LINE AND CURVE DATUM
AND LEGAL DESCRIPTION



- NOTES:
1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. C.U.E. - DENOTES COUNTY UTILITY EASEMENT.
 3. L.M.E. - DENOTES LAKE MAINTENANCE EASEMENT.
 4. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT.
 5. R.W. - DENOTES RIGHT OF WAY.

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WWW.TRANSSEASTERN.COM
PROJECT INFORMATION
LAGUNA LAKES
PLAT OF SECTION 24
TOWNSHIP 28 NORTH
RANGE 18 WEST
FLORIDA COUNTY, FLORIDA
WWW.LAKUNALAKES.COM
PROJECT NUMBER
21733
2 OF 2

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

#2 of 2

THIS INDENTURE is made and entered into this ____ day of _____, 2004, by and between Transeastern Laguna Lakes LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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 shall 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 shall 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 shall 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 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 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 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall 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.

X
(Signature of 1st Witness)

EVAN RABINOWITZ
(Name of 1st Witness)

X
(Grantor's/Owner's Signature)

JAN ICKOVIC
(Grantor's/Owner's Name)

X
(Signature of 2nd Witness)

JOHN EVASIUS
(Name of 2nd Witness)

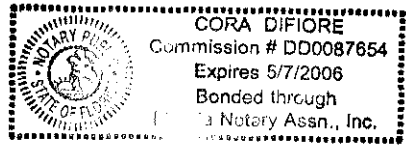
VICE PRESIDENT
Title

STATE OF Florida)
COUNTY OF Broward) SS:
Lee)

The foregoing instrument was signed and acknowledged before me this 10 day of March 2004 by JAN ICKOVIC who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Cora DiFiore
Notary Public Signature

CORA DIFIORE
Printed Name of Notary Public



(Notary Seal & Commission Number)

SKETCH OF DES NOT A SUR

LEGAL DESCRIPTION OF A
5 FOOT WIDE COUNTY UTILITY EASEMENT
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

SHEET 1 OF 9
SEE SHEET 2 OF 9 FOR SKETCH C
SEE SHEET 3 OF 9 FOR CURVE A

A 5 FOOT WIDE STRIP OF LAND LYING IN THAT PORTION OF TRACT "F" OF LAGUNA LAKES, A SUBDIVISION, AS RECORDED IN PLAT BOOK 74, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "F" RUN NORTH 88°56'23" EAST ALONG THE SOUTH LINE OF SAID TRACT FOR 130.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN NORTH 01°03'37" WEST, 294.99 FEET; THENCE SOUTH 88°56'23" WEST, 15.00 FEET; THENCE NORTH 01°03'37" WEST, 5.00 FEET; THENCE NORTH 88°56'23" EAST, 15.00 FEET; THENCE NORTH 01°03'37" WEST, 213.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 97.50 FEET), (DELTA 76°08'32"), (CHORD BEARING NORTH 37°00'39" EAST), (CHORD 120.24 FEET), FOR 129.57 FEET; THENCE ALONG A NON-RADIAL LINE NORTH 13°26'56" WEST, 15.03 FEET; THENCE NORTH 76°33'04" EAST, 5.00 FEET; THENCE ALONG A NON-RADIAL LINE SOUTH 13°28'56" EAST, 15.03 FEET TO A POINT ON A CURVE; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 97.50 FEET), (DELTA 10°54'14"), (CHORD BEARING NORTH 83°28'20" EAST), (CHORD 18.53 FEET), FOR 18.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°55'27" EAST, 497.95 FEET; THENCE NORTH 01°04'33" WEST, 15.00 FEET; THENCE NORTH 88°56'27" EAST, 5.00 FEET; THENCE SOUTH 01°04'33" EAST, 15.00 FEET; THENCE NORTH 88°55'27" EAST, 478.00 FEET; THENCE NORTH 01°04'33" WEST, 15.00 FEET; THENCE NORTH 88°55'27" EAST, 5.00 FEET; THENCE SOUTH 01°04'33" EAST, 15.00 FEET; THENCE NORTH 88°56'27" EAST, 100.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 60.00 FEET), (DELTA 236°30'53"), (CHORD BEARING SOUTH 27°10'53" WEST), (CHORD 105.70 FEET), FOR 247.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 85.00 FEET), (DELTA 49°18'37"), (CHORD BEARING NORTH 59°12'59" WEST), (CHORD 70.92 FEET), FOR 73.15 FEET; THENCE ALONG A NON-RADIAL LINE SOUTH 01°04'33" EAST, 14.77 FEET; THENCE SOUTH 88°55'27" WEST, 5.00 FEET; THENCE ALONG A NON-RADIAL LINE NORTH 01°04'33" WEST, 15.26 FEET TO A POINT ON A CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, (RADIUS 85.00 FEET), (DELTA 03°49'05"), (CHORD BEARING NORTH 89°10'01" WEST), (CHORD 5.66 FEET), FOR 5.66 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°55'27" WEST, 206.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 7.50 FEET), (DELTA 90°00'00"), (CHORD BEARING SOUTH 43°55'27" WEST), (CHORD 10.61 FEET), FOR 11.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°04'33" EAST, 85.58 FEET; THENCE NORTH 88°55'27" EAST, 15.00 FEET; THENCE SOUTH 01°04'33" EAST, 5.00 FEET; THENCE SOUTH 88°55'27" WEST, 15.00 FEET; THENCE SOUTH 01°04'33" EAST, 454.21 FEET; THENCE NORTH 88°55'27" EAST, 15.00 FEET; THENCE SOUTH 01°04'33" EAST, 5.00 FEET; THENCE SOUTH 88°55'27" WEST, 15.00 FEET; THENCE SOUTH 01°04'33" EAST, 5.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 127.50 FEET), (DELTA 06°00'00"), (CHORD BEARING SOUTH 01°55'27" WEST), (CHORD 13.35 FEET), FOR 13.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°55'27" WEST, 65.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 7.50 FEET), (DELTA 85°00'14"), (CHORD BEARING SOUTH 37°34'40" EAST), (CHORD 10.13 FEET), FOR 11.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80°04'47" EAST, 84.95 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 132.50 FEET), (DELTA 17°03'35"), (CHORD BEARING SOUTH 88°36'34" EAST), (CHORD 39.31 FEET), FOR 39.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE (DELTA 17°03'35"), (CHORD BEARING SOUTH 88°36'34" EAST POINT OF TANGENCY; THENCE SOUTH 80°04'47" EAST, 23.50 FEET; THENCE NORTH 80°04'47" WEST, 23.63 FEET TO ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 112.5 NORTH 88°36'34" WEST), (CHORD 33.37 FEET), FOR 33.50 F THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE (CHORD BEARING NORTH 88°36'34" WEST), (CHORD 40.79 THENCE NORTH 80°04'47" WEST, 84.95 FEET TO A POINT C ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.5 NORTH 37°34'40" WEST), (CHORD 16.89 FEET), FOR 18.54 F NORTH 04°55'27" EAST, 65.82 FEET TO A POINT OF CURVA A CURVE TO THE LEFT (RADIUS 122.50 FEET), (DELTA 06°0 (CHORD 12.82 FEET), FOR 12.83 FEET TO A POINT OF TANG 555.07 FEET TO A POINT OF CURVATURE; THENCE NORTH THE RIGHT (RADIUS 12.50 FEET), (DELTA 90°00'00"), (CHOR (CHORD 17.68 FEET), FOR 19.63 FEET TO A POINT OF TANG 206.32 FEET TO A POINT OF CURVATURE; THENCE SOUTH THE RIGHT (RADIUS 90.00 FEET), (DELTA 56°30'53"), (CHOR (CHORD 85.22 FEET), FOR 88.77 FEET TO A POINT OF REVE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 55.00 NORTH 27°10'53" EAST), (CHORD 96.89 FEET), FOR 227.04 F SOUTH 88°55'27" WEST, 1,085.98 FEET TO A POINT OF CUR THE ARC OF A CURVE TO THE LEFT (RADIUS 92.50 FEET), (SOUTH 43°55'55" WEST), (CHORD 130.80 FEET), FOR 145.27 THENCE SOUTH 01°03'37" EAST, 513.12 FEET; THENCE SOL THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 0.37

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVAT

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON TH BEAR NORTH 88°56'23" EAST, PER RECORD PLAT.

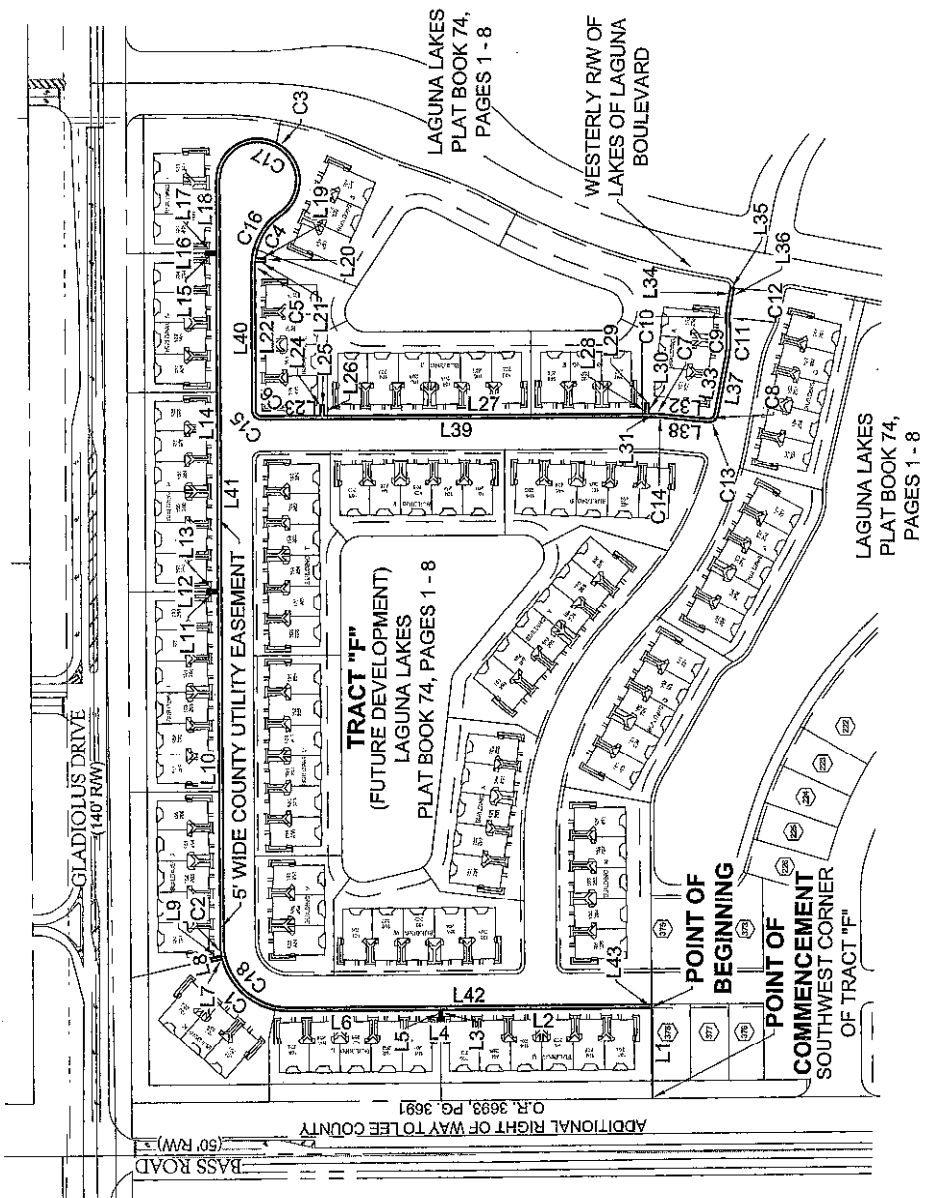
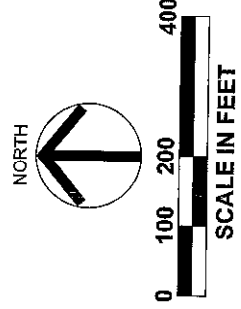

SCOTT A. WHEELER
PROFESSIONAL
FLORIDA CERT

NOT VALID WITH
RAISED SEAL C

COPY

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 2 OF 9
 SEE SHEET 1 OF 9 FOR LEGAL DESCRIPTION
 SEE SHEET 3 OF 9 FOR CURVE AND LINE DATUM



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. C.U.E. - DENOTES COUNTY UTILITY EASEMENT.
3. L.M.E. - DENOTES LAKE MAINTENANCE EASEMENT.
4. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT.
5. R/W - DENOTES RIGHT OF WAY.

COPY

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 3 OF 9
SEE SHEET 1 OF 9 FOR LEGAL DESCRIPTION
SEE SHEET 2 OF 9 FOR SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	130.00'	N88°56'23"E
L2	294.99'	N01°03'37"W
L3	15.00'	S88°56'23"W
L4	5.00'	N01°03'37"W
L5	15.00'	N88°56'23"E
L6	213.12'	N01°03'37"W
L7	15.03'	N13°28'56"W
L8	5.00'	N78°33'04"E
L9	15.03'	S13°26'56"E
L10	497.95'	N88°55'27"E
L11	15.00'	N01°04'33"W
L12	5.00'	N88°55'27"E
L13	15.00'	S01°04'33"E
L14	478.00'	N88°55'27"E
L15	15.00'	N01°04'33"W
L16	5.00'	N88°55'27"E
L17	15.00'	S01°04'33"E
L18	100.02'	N88°55'27"E
L19	14.77'	S01°04'33"E
L20	5.00'	S88°55'27"W
L21	15.26'	N01°04'33"W
L22	206.32'	S88°55'27"W

LINE TABLE		
LINE	LENGTH	BEARING
L23	85.58'	S01°04'33"E
L24	15.00'	N88°55'27"E
L25	5.00'	S01°04'33"E
L26	15.00'	S88°55'27"W
L27	454.21'	S01°04'33"E
L28	15.00'	N88°55'27"E
L29	5.00'	S01°04'33"E
L30	15.00'	S88°55'27"W
L31	5.28'	S01°04'33"E
L32	65.82'	S04°55'27"W
L33	84.95'	S80°04'47"E
L34	23.63'	S80°04'47"E
L35	5.00'	S09°55'13"W
L36	23.63'	N80°04'47"W
L37	84.95'	N80°04'47"W
L38	65.82'	N04°55'27"E
L39	555.07'	N01°04'33"W
L40	206.32'	N88°55'27"E
L41	1065.98'	S88°55'27"W
L42	513.12'	S01°03'37"E
L43	5.00'	S88°56'23"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD B
C1	129.57'	97.50'	76°08'32"	N37°00'
C2	18.56'	97.50'	10°54'14"	N83°28'
C3	247.68'	60.00'	236°30'53"	S27°10'
C4	73.15'	85.00'	49°18'37"	N59°12'
C5	5.66'	85.00'	3°49'05"	N89°10'
C6	11.78'	7.50'	90°00'00"	S43°55'
C7	13.35'	127.50'	6°00'00"	S01°55'
C8	11.13'	7.50'	85°00'14"	S37°34'
C9	39.45'	132.50'	17°03'35"	S88°36'
C10	34.99'	117.50'	17°03'35"	S88°36'
C11	33.50'	112.50'	17°03'35"	N88°36'
C12	40.94'	137.50'	17°03'35"	N88°36'
C13	18.54'	12.50'	85°00'14"	N37°34'
C14	12.83'	122.50'	6°00'00"	N01°55'
C15	19.63'	12.50'	90°00'00"	N43°55'
C16	88.77'	90.00'	56°30'53"	S62°49'
C17	227.04'	55.00'	236°30'53"	N27°10'
C18	145.27'	92.50'	89°59'05"	S43°55'

COPY

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 4 OF 9

SEE SHEET 5 OF 9 FOR SKETCH OF DESCRIPTION
SEE SHEET 6 OF 9 FOR CURVE AND LINE DATUM

LEGAL DESCRIPTION OF A
5 FOOT WIDE COUNTY UTILITY EASEMENT
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A 5 FOOT WIDE STRIP OF LAND LYING IN THAT PORTION OF TRACT "F" OF LAGUNA LAKES, A SUBDIVISION, AS RECORDED IN PLAT BOOK 74, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "F" RUN NORTH 88°56'23" EAST ALONG THE SOUTH LINE OF SAID TRACT FOR 180.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN NORTH 01°03'37" WEST FOR 190.70 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING CONTINUE NORTH 01°03'37" WEST, 322.42 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 47.50 FEET),

(DELTA 89°59'05"), (CHORD BEARING NORTH 43°55'55" EAST), (CHORD 67.17 FEET), FOR 74.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°55'27" EAST, 688.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.50 FEET), (DELTA 90°00'00"), (CHORD BEARING SOUTH 46°04'33" EAST), (CHORD 17.68 FEET), FOR 19.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°04'33" EAST, 555.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 77.50 FEET), (DELTA 06°00'00"), (CHORD BEARING SOUTH 01°55'27" WEST), (CHORD 8.11 FEET), FOR 8.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°55'27" WEST, 58.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.50 FEET), (DELTA 99°08'30"), (CHORD BEARING SOUTH 54°29'42" WEST), (CHORD 19.03 FEET), FOR 21.83 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 427.50 FEET), (DELTA 26°19'28"), (CHORD BEARING NORTH 62°46'19" WEST), (CHORD 194.69 FEET), FOR 196.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 49°36'35" WEST, 78.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 470.50 FEET), (DELTA 41°27'03"), (CHORD BEARING NORTH 70°20'06" WEST), (CHORD 333.01 FEET), FOR 340.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°56'23" WEST, 172.34 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.50 FEET), (DELTA 90°00'00"), (CHORD BEARING NORTH 46°03'37" WEST), (CHORD 17.68 FEET), FOR 19.63 FEET TO THE POINT OF BEGINNING;

THENCE RUN NORTH 88°56'23" EAST FOR 5.00 FEET TO A POINT DESIGNATED AS POINT "A"; THENCE FROM SAID POINT "A" RUN NORTH 01°03'37" WEST, 268.23 FEET; THENCE NORTH 88°56'23" EAST, 15.00 FEET; THENCE NORTH 01°03'37" WEST, 5.00 FEET; THENCE SOUTH 88°56'23" WEST, 15.00 FEET; THENCE NORTH 01°03'37" WEST, 49.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 42.50 FEET), (DELTA 89°59'05"), (CHORD BEARING NORTH 43°55'55" EAST), (CHORD 60.10 FEET), FOR 66.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°55'27" EAST, 402.37 FEET; THENCE SOUTH 01°04'33" EAST, 15.00 FEET; THENCE NORTH 88°55'27" EAST, 5.00 FEET; THENCE NORTH 01°04'33" WEST, 15.00 FEET; THENCE NORTH 88°55'27" EAST, 281.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 7.50 FEET), (DELTA 90°00'00"), (CHORD BEARING SOUTH 46°04'33" EAST), (CHORD 10.61 FEET), FOR 11.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°04'33" EAST, 339.34 FEET; THENCE SOUTH 88°55'27" WEST, 15.00 FEET; THENCE SOUTH 01°04'33" EAST, 5.00 FEET;

THENCE NORTH 88°55'27" EAST, 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 42.50 FEET), (DELTA 89°59'05"), (CHORD BEARING SOUTH 43°55'55" EAST), (CHORD 60.10 FEET), FOR 66.75 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°55'27" WEST, SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 42.50 FEET), (DELTA 89°59'05"), (CHORD BEARING SOUTH 54°29'42" WEST), (CHORD 19.03 FEET), FOR 21.83 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 427.50 FEET), (DELTA 26°19'28"), (CHORD BEARING NORTH 62°46'19" WEST), (CHORD 194.69 FEET), FOR 196.41 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 470.50 FEET), (DELTA 41°27'03"), (CHORD BEARING NORTH 70°20'06" WEST), (CHORD 333.01 FEET), FOR 340.38 FEET TO A POINT OF TANGENCY; THENCE NORTH 15°24'43" EAST, 15.06 FEET TO A POINT OF CURVATURE; THENCE ALONG A NON-RADIAL LINE SOUTH 15°24'43" WEST, 172.34 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 470.50 FEET), (DELTA 41°27'03"), (CHORD BEARING NORTH 70°20'06" WEST), (CHORD 333.01 FEET), FOR 340.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°56'23" WEST, 172.34 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.50 FEET), (DELTA 90°00'00"), (CHORD BEARING NORTH 46°03'37" WEST), (CHORD 17.68 FEET), FOR 19.63 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 1.00 ACRES.

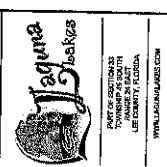
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON NORTH 88°56'23" EAST, PER RECORD PLAT.


SCOTT A. WHE
PROFESSIONAL
FLORIDA CERT

NOT VALID WITHOUT
RAISED SEAL

COPY



POINT OF BEGINNING
 TOWNSHIP 6 NORTH
 RANGE 40 WEST
 COUNTY OF FLORIDA

NO.	NAME	DATE	BY	FOR
1	PRELIMINARY	11/11/11	J. BARRACO	PLAT
2	FINAL	11/11/11	J. BARRACO	PLAT
3	REVISION	11/11/11	J. BARRACO	PLAT
4	REVISION	11/11/11	J. BARRACO	PLAT
5	REVISION	11/11/11	J. BARRACO	PLAT
6	REVISION	11/11/11	J. BARRACO	PLAT
7	REVISION	11/11/11	J. BARRACO	PLAT
8	REVISION	11/11/11	J. BARRACO	PLAT
9	REVISION	11/11/11	J. BARRACO	PLAT
10	REVISION	11/11/11	J. BARRACO	PLAT

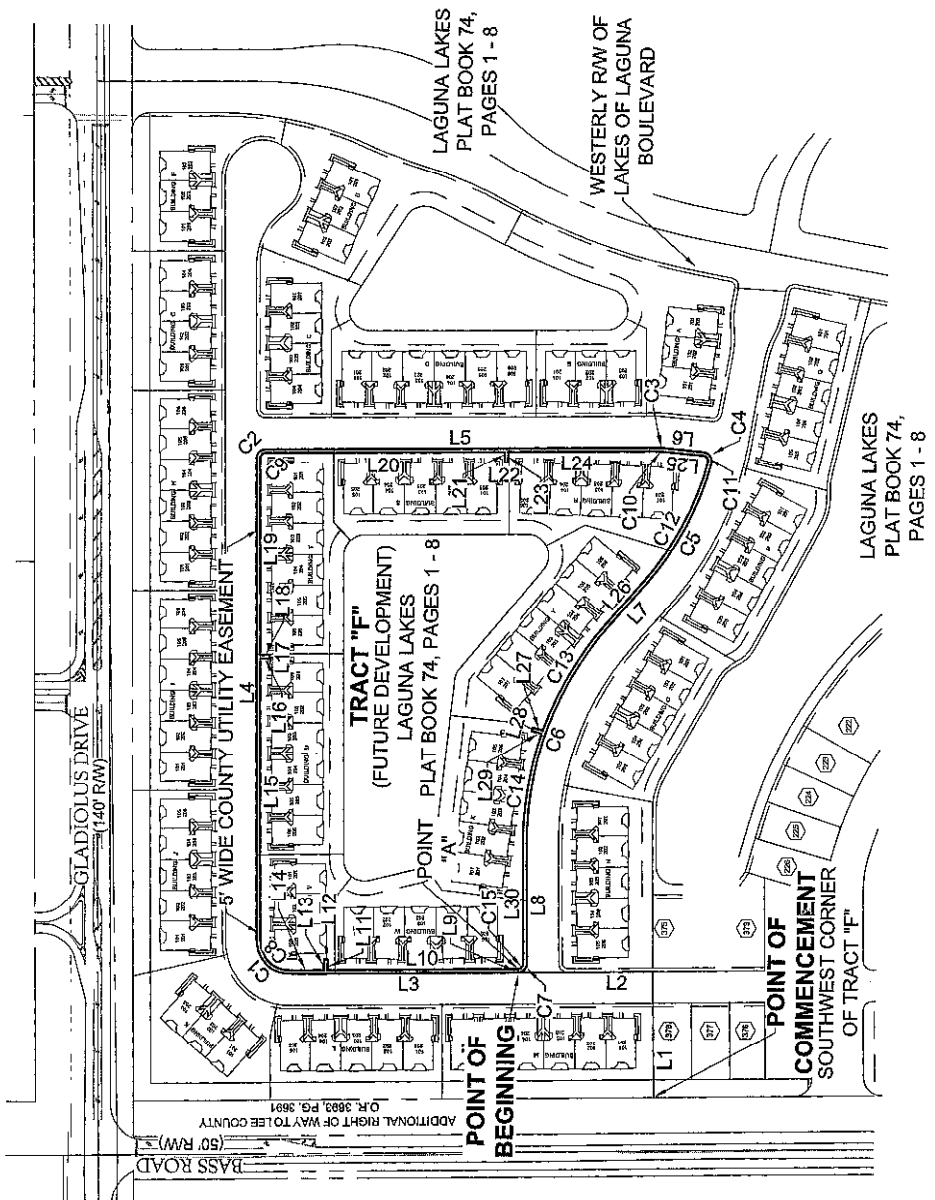
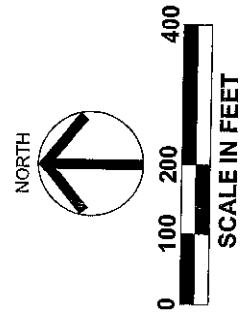
5' WIDE
 COUNTY UTILITY
 EASEMENT

EXHIBIT "A"

PROJECT: TRANSEASTERN
 SHEET NUMBER:
 5 OF 9

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 5 OF 9
 SEE SHEET 4 OF 9 FOR LEGAL DESCRIPTION
 SEE SHEET 6 OF 9 FOR CURVE AND LINE DATUM



- NOTES:
1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. C.U.E. - DENOTES COUNTY UTILITY EASEMENT.
 3. L.M.E. - DENOTES LAKE MAINTENANCE EASEMENT.
 4. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT.
 5. R/W - DENOTES RIGHT OF WAY.

COPY

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 6 OF 9
SEE SHEET 4 OF 9 FOR LEGAL DESCRIPTION
SEE SHEET 5 OF 9 FOR SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	180.00'	N88°56'23"E
L2	190.70'	N01°03'37"W
L3	322.42'	N01°03'37"W
L4	688.72'	N88°55'27"E
L5	555.07'	S01°04'33"E
L6	58.61'	S04°55'27"W
L7	78.57'	N49°36'35"W
L8	172.34'	S88°56'23"W
L9	5.00'	N88°56'23"E
L10	268.23'	N01°03'37"W
L11	15.00'	N88°56'23"E
L12	5.00'	N01°03'37"W
L13	15.00'	S88°56'23"W
L14	49.18'	N01°03'37"W
L15	402.37'	N88°55'27"E
L16	15.00'	S01°04'33"E
L17	5.00'	N88°55'27"E
L18	15.00'	N01°04'33"W
L19	281.35'	N88°55'27"E
L20	339.34'	S01°04'33"E
L21	15.00'	S88°55'27"W
L22	5.00'	S01°04'33"E
L23	15.00'	N88°55'27"E
L24	210.73'	S01°04'33"E
L25	58.61'	S04°55'27"W
L26	78.57'	N49°36'35"W
L27	15.06'	N15°24'43"E
L28	5.00'	N74°35'17"W
L29	14.80'	S15°24'43"W
L30	172.34'	S88°56'23"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	74.60'	47.50'	89°59'05"	N43°55'55"E
C2	19.63'	12.50'	90°00'00"	S46°04'33"E
C3	8.12'	77.50'	6°00'00"	S01°55'27"W
C4	21.63'	12.50'	99°08'30"	S54°29'42"W
C5	196.41'	427.50'	26°19'28"	N62°46'19"W
C6	340.38'	470.50'	41°27'03"	N70°20'06"W
C7	19.63'	12.50'	90°00'00"	N46°03'37"W
C8	66.75'	42.50'	89°59'05"	N43°55'55"E
C9	11.78'	7.50'	90°00'00"	S46°04'33"E
C10	7.59'	72.50'	6°00'00"	S01°55'27"W
C11	12.98'	7.50'	99°08'30"	S54°28'42"W
C12	194.12'	422.50'	26°19'28"	N62°46'19"W
C13	180.01'	475.50'	21°41'25"	N60°27'18"W
C14	158.99'	475.50'	19°09'25"	N81°28'55"W
C15	11.78'	7.50'	90°00'00"	N46°03'37"W

COPY

SKETCH OF DEED NOT A SURVEY

SHEET 7 OF 9
SEE SHEET 8 OF 9 FOR SKETCH
SEE SHEET 9 OF 9 FOR CURVE

LEGAL DESCRIPTION OF A 5 FOOT WIDE COUNTY UTILITY EASEMENT SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

A 5 FOOT WIDE STRIP OF LAND LYING IN THAT PORTION OF TRACT "F" OF LAGUNA LAKES, A SUBDIVISION, AS RECORDED IN PLAT BOOK 74, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "F" RUN NORTH 88°56'23" EAST ALONG THE SOUTH LINE OF SAID TRACT "F" OR 180.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN NORTH 01°03'37" WEST, 120.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 12.50 FEET), (DELTA 90°00'00"), (CHORD BEARING NORTH 43°56'23" EAST), (CHORD 17.68 FEET), FOR 19.63 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88°56'23" EAST, 172.34 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 425.50 FEET), (DELTA 41°27'03"), (CHORD BEARING SOUTH 70°20'06" EAST), (CHORD 301.16 FEET), FOR 307.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 49°36'35" EAST, 78.57 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 472.50 FEET), (DELTA 30°28'12"), (CHORD BEARING SOUTH 64°50'41" EAST), (CHORD 248.33 FEET), FOR 251.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 80°04'47" EAST, 125.31 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 137.50 FEET), (DELTA 17°03'35"), (CHORD BEARING SOUTH 71°33'00" EAST), (CHORD 40.79 FEET), FOR 40.94 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 112.50 FEET), (DELTA 17°03'35"), (CHORD BEARING SOUTH 71°33'00" EAST), (CHORD 33.37 FEET), FOR 33.50 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 80°04'47" EAST, 31.63 FEET;

THENCE SOUTH 09°55'13" WEST, 5.00 FEET;

THENCE NORTH 80°04'47" WEST, 31.63 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 117.50 FEET), (DELTA 17°03'35"), (CHORD BEARING NORTH 71°33'00" WEST), (CHORD 34.86 FEET), FOR 34.99 FEET TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 132.50 FEET), (DELTA 17°03'35"), (CHORD BEARING NORTH 71°33'00" WEST), (CHORD 39.31 FEET), FOR 39.45 FEET TO A POINT OF TANGENCY;

THENCE NORTH 80°04'47" WEST, 125.31 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 477.50 FEET), (DELTA 02°44'00"), (CHORD BEARING NORTH 78°42'47" WEST), (CHORD 22.78 FEET), FOR 22.78 FEET;

THENCE SOUTH 12°57'13" WEST, 15.01 FEET;

THENCE NORTH 77°02'47" WEST, 5.00 FEET;

THENCE ALONG A NON-RADIAL LINE NORTH 12°57'13" EAST, 15.01 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 477.50 FEET), (DELTA 27°08'12"), (CHORD BEARING NORTH 63°10'41" WEST), (CHORD 224.05 FEET), FOR 226.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 49°36'35" WEST, 78.57 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 12.50 FEET), (DELTA 28°32'57"), (CHORD BEARING NORTH 63°53'04" WEST), (CHORD 17.68 FEET), FOR 19.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°29'59" WEST, 5.00 FEET;

THENCE ALONG A NON-RADIAL LINE NORTH 11°30'01" WEST, 5.00 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 12°13'13"), (CHORD BEARING NORTH 84°57'01" WEST), (CHORD 12.50 FEET), FOR 12.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°56'23" WEST, 172.34 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 425.50 FEET), (DELTA 41°27'03"), (CHORD BEARING SOUTH 70°20'06" EAST), (CHORD 301.16 FEET), FOR 307.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 49°36'35" EAST, 78.57 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 472.50 FEET), (DELTA 30°28'12"), (CHORD BEARING SOUTH 64°50'41" EAST), (CHORD 248.33 FEET), FOR 251.28 FEET TO A POINT OF TANGENCY;

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 5 FEET WIDE, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESEALING. THE BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE PLAT OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST, PER RECORD PLAT.


SCOTT A. WHEELER
PROFESSIONAL SURVEYOR
FLORIDA CERT. NO. 12345

NOT VALID WITHOUT
RAISED SEAL

COPY

SKETCH OF DESCRIPTION NOT A SURVEY

SHEET 9 OF 9
SEE SHEET 7 OF 9 FOR LEGAL DESCRIPTION
SEE SHEET 8 OF 9 FOR SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	180.00'	N88°56'23"E
L2	120.70'	N01°03'37"W
L3	172.34'	N88°56'23"E
L4	78.57'	S49°36'35"E
L5	125.31'	S80°04'47"E
L6	31.63'	S80°04'47"E
L7	5.00'	S09°55'13"W
L8	31.63'	N80°04'47"W
L9	125.31'	N80°04'47"W
L10	15.01'	S12°57'13"W
L11	5.00'	N77°02'47"W
L12	15.01'	N12°57'13"E
L13	78.57'	N49°36'35"W
L14	14.99'	S11°30'01"W
L15	5.00'	N78°29'59"W
L16	14.99'	N11°30'01"E
L17	172.34'	S88°56'23"W
L18	120.70'	S01°03'37"E
L19	5.00'	S88°56'23"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CH
C1	19.63'	12.50'	90°00'00"	N43°56'23"E	17
C2	307.83'	425.50'	41°27'03"	S70°20'06"E	30
C3	251.28'	472.50'	30°28'12"	S64°50'41"E	24
C4	40.94'	137.50'	17°03'35"	S71°33'00"E	40
C5	33.50'	112.50'	17°03'35"	S71°33'00"E	33
C6	34.99'	117.50'	17°03'35"	N71°33'00"W	34
C7	39.45'	132.50'	17°03'35"	N71°33'00"W	39
C8	22.78'	477.50'	2°44'00"	N78°42'47"W	22
C9	226.16'	477.50'	27°08'12"	N63°10'41"W	22
C10	209.53'	420.50'	28°32'57"	N63°53'04"W	20
C11	89.66'	420.50'	12°13'13"	N84°57'01"W	89
C12	11.78'	7.50'	90°00'00"	S43°56'23"W	10

COPY