

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20070517-UTL

**1. ACTION REQUESTED/PURPOSE:**

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of one 10" diameter master meter assembly and a force main connection, to provide potable water service and fire protection to *Fort Myers Business Park*, a recently constructed commercial development. This is a Developer contributed asset and the project is located on the south side Intercom Drive approximately 1/4 mile west of Treeline Avenue South.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

**4. MANAGEMENT RECOMMENDATION: Approval.**

<b>5. Departmental Category:</b> 10 - Utilities <b>C10L</b>		<b>6. Meeting Date:</b> APR 24 2007
<b>7. Agenda:</b>	<b>8. Requirement/Purpose: (specify)</b>	<b>9. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	Statute	Commissioner
<input type="checkbox"/> Administrative	Ordinance	Department <b>Public Works</b>
<input type="checkbox"/> Appeals	Admin. Code	Division <b>Utilities</b>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other <b>Approval</b>	By: <i>Douglas L. Meurer</i> 4-5-2007
<input type="checkbox"/> Walk-On		<b>Douglas L. Meurer, P.E., Director</b>

**10. Background:**

Single services and force main connection do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory pressure and bacteriological testing has been completed.  
 Satisfactory pressure testing of the force main has been completed.  
 Record drawings have been received.  
 Engineer's Certification of Completion has been provided—copy attached.  
 Project Location Map—copy attached.  
 Warranty has been provided—copy attached.  
 Waiver of Lien has been provided—copy attached.  
 Certification of Contributed Assets has been provided—copy attached.  
 100% of the connection fees have been paid.  
 The on-site water and sanitary sewer systems are to be privately owned and maintained.  
 Funds are available for recording fees in: Account No. OD5360748700.504930  
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 22 TOWNSHIP 45S RANGE 25E DISTRICT # 5 COMMISSIONER MANN

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> Date: 4/16/07	N/A Date:	N/A Date:	<b>T.O.</b> T. Osterhout Date: 4/5	<b>S. Coovert</b> S. Coovert Date: 4/9/07	RK411	<i>[Signature]</i> 4/11/07	<i>[Signature]</i> 4/11/07	<i>[Signature]</i> 4/11/07	<i>[Signature]</i> Date: 4/16/07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: **RK**  
4-10-07  
10m  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
4-11-07  
11 AM

Rec. by CoAtty  
Date: 4/9/07  
Time: 10:30 AM  
Forwarded To:

Admin.  
4/9/07 4pm

RESOLUTION NO.

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

WHEREAS, it is the desire of "FT MYERS COMMERCE PARK LLC" owner of record, to make a contribution to Lee County Utilities of water facilities (one ten inch diameter master meter), and sewer facilities (force main connection), serving "FORT MYERS BUSINESS PARK"; 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 **\$83,431.60** hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner \_\_\_\_\_ who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: \_\_\_\_\_ (1)
- Commissioner Brian Bigelow: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner Frank Mann: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIR

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**BS 20070517 - UTL**

**COPY**

LETTER OF COMPLETION

DATE: 1/23/2007

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

Gentlemen:

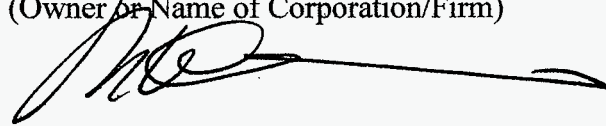
This is to certify that the **fire line up to and including 1st OS + Y valve(s) and force main extension/connection** located at **Ft. Myers Business Park at D75**  
(Name of Development/Project)

was designed by me and has been constructed in conformance with:  
**the approved plans and the approved specifications**

Upon completion of the work, we observed the following successful tests of the facilities:  
**Bacteriological Test , Pressure Test(s) - Water Main , Lift Station Start-up**

Very truly yours,

Morris Depew Associates, Inc.  
(Owner or Name of Corporation/Firm)



\_\_\_\_\_  
(Signature)

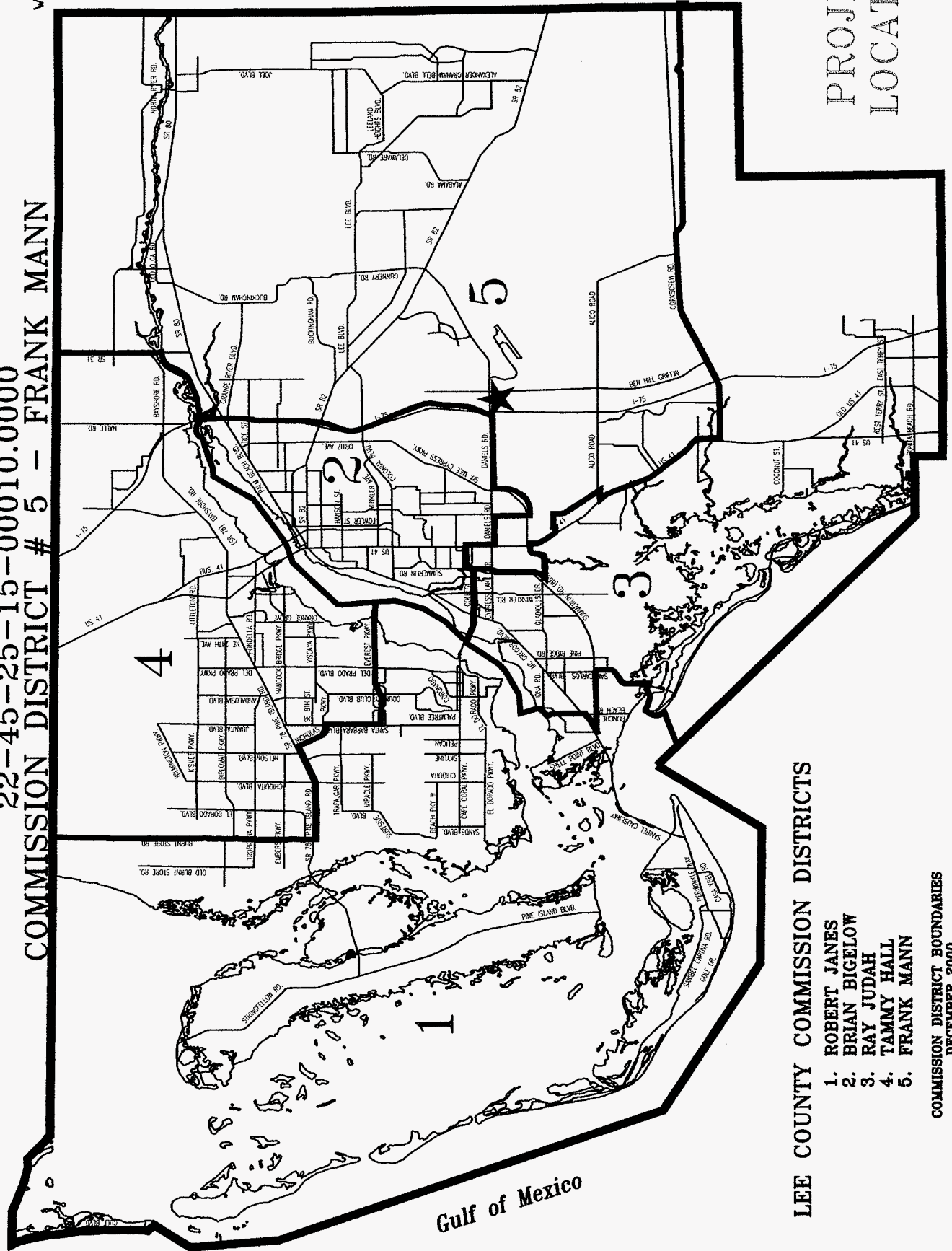
M. William Morris, Jr., PE  
(Name and Title)

(Seal of Engineering Firm)

COPY

PROJECT  
LOCATION

FORT MYERS BUSINESS PARK  
22-45-25-15-00010.0000  
COMMISSION DISTRICT # 5 - FRANK MANN



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Ft. Myers Business Park 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.

SITWORKS OF FLORIDA

(Contractor/Company Name)

GARY G. BAL, Pres.

(Authorized Representative, Title)

BY: 

(Signatures)

STATE OF FL )


) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was signed and acknowledged before me this 27 th day of February, 2007 by Gary G. Bal, who is personally known to me - \_\_\_\_\_, and who did take an oath.

  
Notary Public Signature

KAREN LAGO  
Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Karen Lago  
Commission # DD506067  
Expires: FEB. 27, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Sixty-Eight Thousand and 00/100(\$68,000.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Construcion Processes Int'l on the job of Fort Myers Business Park to the following described property:

Fort Myers Business Park

(Name of Development/Project)

10080 & 10090 Intercom Dr., Fort Myers, FL 33913

(Location)

Water Service(s) and Force Main Extension/Connection

(Facilities Constructed)

22-45-25-15-00010.0000

(Strap # or Section, Township & Range)

Dated on: March 9, 2007

By: 

(Signature of Authorized Representative)

By: Gary G. Bal

(Print Name of Authorized Representative)

Title: President

Phone #: (561)330-0109 Ext.

Siteworks of South Florida

(Name of Firm or Corporation)

2915 S. Fed. Hwy, Bldg D-3

(Address of Firm or Corporation)

Delray Beach, FL 33483-

(City, State & Zip Of Firm Or Corporation)


Fax#: (561)330-0197

STATE OF FL )

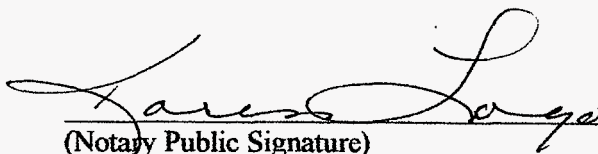
) SS:

COUNTY OF Palm Beach )

The foregoing instrument was signed and acknowledged before me this 9<sup>th</sup> day of March, 2007 by Gary G. Bal who is personally known to me - \_\_\_\_\_, and who did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
 **Karen Lago**  
Commission # DD506067  
Expires: FEB. 27, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

  
(Notary Public Signature)

Karen Lago

(Printed Name of Notary Public)

**COPY**

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Fifteen Thousand Four Hundred Thirty-One and 60/100(\$15,431.60) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Construcion Processes Int'l on the job of Fort Myers Business Park to the following described property:

Fort Myers Business Park

(Name of Development/Project)

10080 & 10090 Intercom Dr., Fort Myers, FL 33913

(Location)

Water Service(s) and Force Main Extension/Connection

(Facilities Constructed)

22-45-25-15-00010.0000

(Strap # or Section, Township & Range)

Dated on: March 30, 2007

By: Francine R. Rope  
(Signature of Authorized Representative)

By: Francine R. Rope  
(Print Name of Authorized Representative)

Title: Credit Manager

Phone #: (954)973-8100 Ext.

Ferguson Waterworks  
(Name of Firm or Corporation)

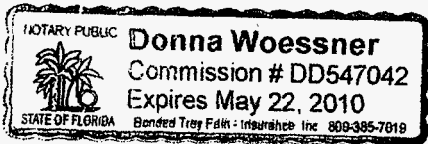
2361 N.W. 22<sup>nd</sup> Street  
(Address of Firm or Corporation)

Pompano Beach, FL 33069-  
(City, State & Zip Of Firm Or Corporation)

Fax#: (954)973-0541

STATE OF FL )  
 ) SS:  
COUNTY OF Broward )

The foregoing instrument was signed and acknowledged before me this 30<sup>th</sup> day of March, 2007 by Francine R. Rope who is personally known to me - \_\_\_\_\_, and who did not take an oath.



(Notary Seal & Commission Number)

Donna Woessner  
(Notary Public Signature)  
Donna Woessner  
(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

*Gary G. Bal*

(Signature of Certifying Agent)

Gary G. Bal President

(Name & Title of Certifying Agent)

Siteworks of South Florida

(Name of Firm or Corporation)

2915 S. Federal Hwy D-3

(Address of Firm or Corporation)

Delray Beach, FL 33483 -

STATE OF FL )

) SS:

COUNTY OF Palm Beach )

The foregoing instrument was signed and acknowledged before me this 9 th day of March, 2007 by Gary G. Bal who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Karen Lago*

Notary Public Signature

Karen Lago

Printed Name of Notary Public

DD506067

Notary Commission Number

NOTARY PUBLIC-STATE OF FLORIDA  
**Karen Lago**  
Commission # DD506067  
Expires: FEB. 27, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

(NOTARY SEAL)

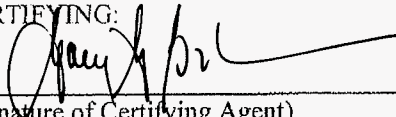


**COPY**

11.5

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:



(Signature of Certifying Agent)

Gary G. Bal President

(Name & Title of Certifying Agent)

Siteworks of South Florida

(Name of Firm or Corporation)

2915 S. Federal Hwy D-3

(Address of Firm or Corporation)

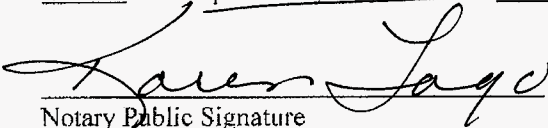
Delray Beach, FL 33483 -

STATE OF FL )

) SS:

COUNTY OF Palm Beach )

The foregoing instrument was signed and acknowledged before me this 9th day of March, 2007 by Gary G. Bal who is personally known to me - \_\_\_\_\_, and who did not take an oath.




Notary Public Signature

Karen Lago

Printed Name of Notary Public

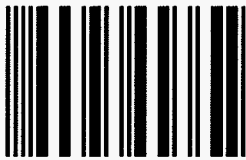
DD506067

Notary Commission Number

NOTARY PUBLIC-STATE OF FLORIDA  
 **Karen Lago**  
Commission # DD506067  
Expires: FEB. 27, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

(NOTARY SEAL)





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



FDOR10240300  
DR-219  
R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

22452515000100000

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 :**

**BS 20070517**

**FT MYERS COMMERCE PARK, LLC.**

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)  
**240 N. WASHINGTON BLVD SUITE 420 SARASOTA FL 34236**

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.  
**THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**  
Last First MI Corporate Name (if applicable)  
**P. O. BOX 398 FT. MYERS FL 33902 (239) 479-8181**

5. Date of Sale/Transfer

04 24 2007  
Month Day Year

\$ 2007 \$  
Year

Sale/Transfer Price

\$10  
(Round to the nearest dollar.)

. 00

Property Located In

46

County Code

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

YES  NO  
\$ . 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer  
such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?  
Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES  NO

9. Was the sale/transfer financed? YES  NO

If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or  
Contract for Deed

Other

10. Property Type:  
Mark (x) all  
that apply

Residential

Commercial

Industrial

Agricultural

Institutional/  
Miscellaneous

Government

Vacant

Acreage

Timeshare

11. To the best of your knowledge, was personal property  
included in the sale/transfer? If "Yes", please state the  
amount attributable to the personal property. (Round to the nearest dollar.)

YES

NO

\$

\$

0.70

Cents

. 00

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

4/5/07

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

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
<b>This copy to Department of Revenue</b>  O. R. Book <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> and Page Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> and File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Month Day Year	
<b>This copy to Department of Revenue</b>	

**This copy to Department of Revenue**

**TO: RECORDERS OFFICE**

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

***Sue Gullette***

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

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070517-UTL**

**PROJECT NAME: FORT MYERS BUSINESS PARK  
EASEMENT NAME: FT MYERS COMMERCE PARK  
LLC**

**TYPING BY: *Jeanette Cruz***

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

Strap Number(s):

**22-45-25-15-00010.0000**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between "FT MYERS COMMERCE PARK, LLC." Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

**WITNESSETH:**

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

**BS 20070517 - UTL**



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

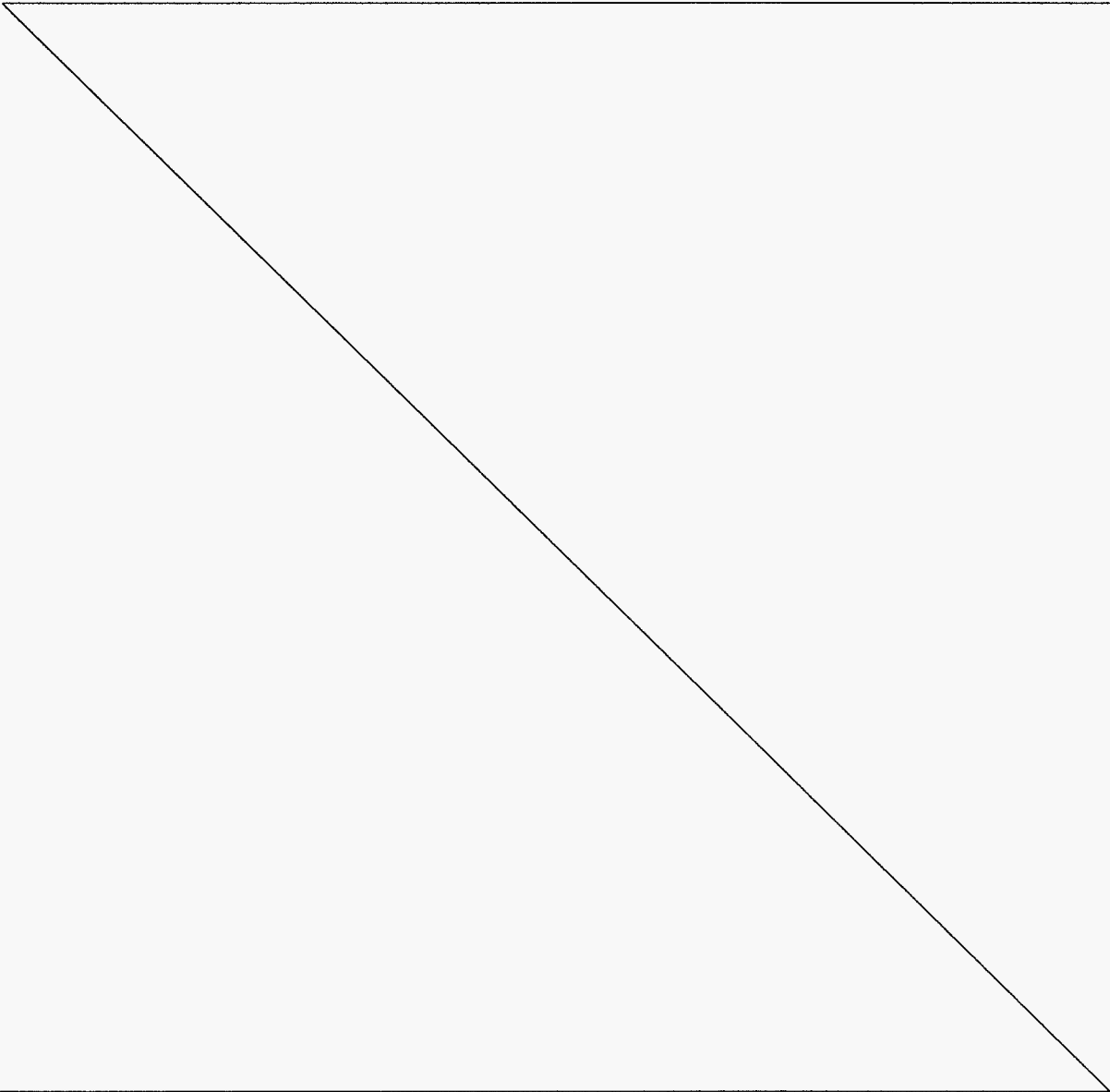
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.



9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Breanne L. Mackenzie  
[1<sup>st</sup> Witness' Signature]

Breanne L. Mackenzie  
[Type or Print Name]

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

Christina Fernandez  
[Type or Print Name]

BY: [Signature]  
[Signature Grantor's/Owner's]

Nicholas Jodhan  
[Type or Print Name]

Managing Member  
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 23 day of February 2007, by Nicholas Jodhan who produced the following as identification

or is personally know to me,

and who did/did not take an oath.

[stamp or seal]



[Signature]  
[Signature of Notary]

Julie A. Allison  
[Typed or Printed Name]

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM

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

DESCRIPTION DRAWING  
9' BY 10' BACKFLOW PREVENTER  
ASSEMBLY EASEMENT

D75 COMMERCE CENTER  
PLAT BOOK 82, PAGES 76-78  
LYING IN SEC. 22, TWP. 45S., RNG. 25E.  
LEE COUNTY, FLORIDA  
FOR  
FORT MYERS COMMERCE PARK, LLC.

BACKFLOW PREVENTER  
ASSEMBLY EASEMENT

CENTERLINE OF 24' WIDE ACCESS EASEMENT  
O.R. BOOK 4047, PG. 1312

R.O.W. LINE

INTERCOM DRIVE

R.O.W. LINE N89°25'43"E 237.99'  
10' P.U.E.



EXISTING 12' P.P. & L. EASEMENT

INTERCOM DRIVE  
R.O.W. LINE

30' D&M, P.U.E. & ACCESS EASEMENT

LOT 14A JETPORT INTERSTATE AMENDMENT TWO  
COMMERCE PARK PLAT BOOK 60, PAGES 31-33

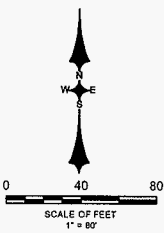
LOT 16 JETPORT COMMERCE PARK  
PLAT BOOK 43, PAGES 94-98

TRACT 10  
D-75 COMMERCE CENTER  
(P.B. 82, PAGES 76-78)

TRACT 5  
N01°05'10"W 738.48'  
(BEARING BASIS)  
PARENT PARCEL BOUNDARY

TRACT 3  
STORMWATER DETENTION  
S89°25'43"W 249.99'

20'X50' D.E.  
8' P.U.E.



Description of B. P. A. Easement:

The East 21.00 feet of the West 33.00 feet of the South 10.00 feet of the North 20 feet of Tract 10 of the plat of "D75 Commerce Center" as recorded in Plat Book 82, pages 76 through 78, Public Records of Lee County, Florida.

Containing 210.00 square feet more or less.

LEGEND

- P.G. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- R.O.W. = RIGHT OF WAY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

SURVEYOR'S NOTES:

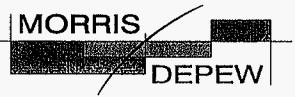
THE DESCRIPTION SHOWN HEREON IS NEW. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS OFFICE FOR THE EXISTENCE OF EASEMENTS, RESERVATIONS, OR RIGHTS-OF-WAY. ORIENTATION BASED ON THE WEST LINE OF LOT 10 AS BEARING N.01°05'10"W. DESCRIPTIONS WERE PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR ABSTRACT. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS NOT VALID. THIS IS NOT A SURVEY!

PREPARED BY:

*Mark A. Hatfield* 12/21/06

MARK A. HATFIELD P.S.M. DATE  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4155

REV - DA - UPDATE EASEMENT SIZE 12-21-06



2216 Altamont Avenue • Fort Myers, Florida 33901 • (239) 337-3993 • (FAX) 337-3994