

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
BLUE SHEET NO:**

**AGENDA ITEM SUMMARY**

**20020214-UTL**

**1. REQUESTED MOTION:  
ACTION REQUESTED:**

Approve final acceptance, by Resolution, and recording of a Utility Easement as a donation for water distribution and gravity collection trunk lines through Phase II; and, a water distribution system and gravity collection system serving **COLLEGE POINTE APARTMENTS, PHASE III**. This is a Developer contributed asset located on the west side of Winkler Road approximately 650' north of College Parkway.

**WHY ACTION IS NECESSARY:**

To provide potable water service, fire protection and sanitary sewer service to Phase III of the recently constructed multi-family residential development.

**WHAT ACTION ACCOMPLISHES:**

Complies with the Lee County Utilities Operations Manual and places the water system and gravity collection system into operation.

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

*C10B*

**3. MEETING DATE:**

*03-19-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE:**

- (Specify)*
- STATUTE \_\_\_\_\_
  - ORDINANCE \_\_\_\_\_
  - ADMIN. CODE \_\_\_\_\_
  - OTHER *Res, Easement*

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: *Lee County-Public Works*
- C. DIVISION/SECTION: *Utilities Division*
- BY: *[Signature]* **Rick Diaz, Utilities Director** DATE: *2/28/02*

**7. BACKGROUND:**

The Board granted permission to construct on 10/19/99; Blue Sheet No. 19991100.  
 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.  
 Satisfactory closed circuit television inspection of the gravity 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.  
 100% of the connection fees have been paid for Phase III.  
 No funds required.

SECTION 15 TOWNSHIP 45S RANGE 24S DISTRICT # 2 COMMISSIONER ST. CERNY

**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
					QA	OM	Risk	GC	
<i>[Signature]</i> J. Lavender Date: <i>3-1-02</i>	N/A	N/A	<i>P.O.</i> T. Osterhout Date: <i>2-28</i>	<i>[Signature]</i> 3/4/02	<i>[Signature]</i> 3/4/02	<i>[Signature]</i> 3/6/02	<i>[Signature]</i> 3/6	<i>[Signature]</i> 3-5-02	<i>[Signature]</i> J. Lavender Date: <i>3.4.02</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
*3/4/02*  
CO. ATTY. *3/4/02*  
FORWARDED TO:  
*Budget*  
*3-17-02*

RECEIVED BY  
COUNTY ADMIN.  
*3/5 330*  
COUNTY ADMIN.  
FORWARDED TO:  
*3/6 400*

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of JSM @ College Pointe LTD LLP, owner of record, to make a contribution to Lee County Utilities of water facilities (water distribution system, etc.), and sewer facilities (gravity collection system, etc.) serving "COLLEGE POINTE APARTMENTS, PHASE III"; 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 \$213,282.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Bob Janes (C): \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah (V-C): \_\_\_\_\_ (3)
- Commissioner Andrew Coy: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

11.4

LETTER OF COMPLETION

DATE: February 14, 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 ~~the~~ sewerage collection system(s) located in \_\_\_\_\_

\_\_\_\_\_ College Pointe Apartments, Phases II & III \_\_\_\_\_

(Name of Development)

(Phase II consists of trunk lines only & Phase III utilities in its entirety)

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: \_\_\_\_\_  
\_\_\_\_\_ Pressure Test, Sewer Viewing \_\_\_\_\_

Very truly yours,

Armad R. Kareh, P.E. / Bean, Whitaker, Lutz & Kareh, Inc.  
(Owner or Name of Corporation)

*Armad R. Kareh*  
(Signature)

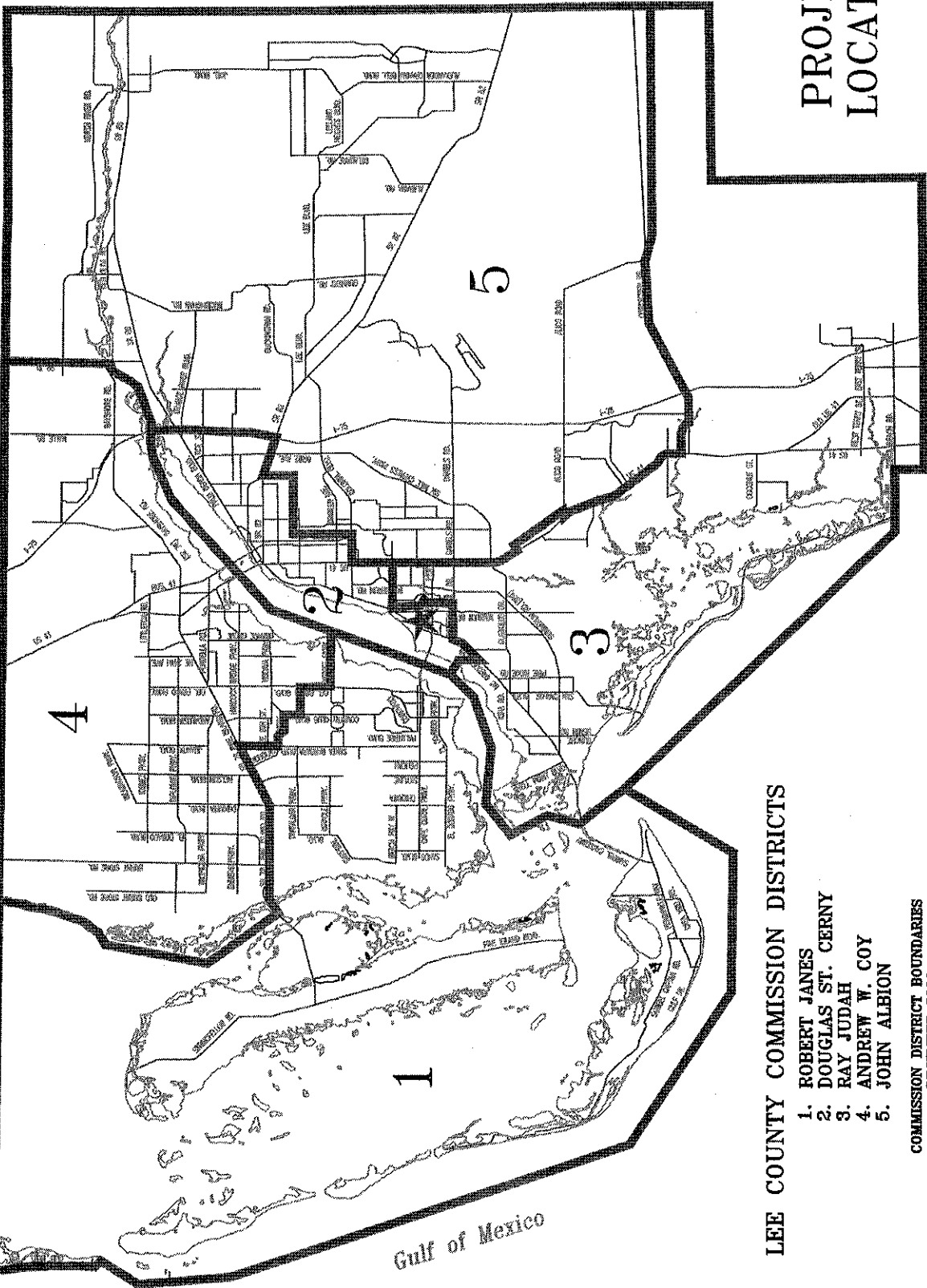
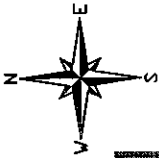
Vice-President  
(Title)

SEAL OF ENGINEERING FIRM

FEB 27 REC'D  
Revisions

FEB 15 REC'D

COLLEGE POINTE APARTMENTS - PHASES 2 & 3  
15-45-24-43-0000E.0000  
COMMISSION DISTRICT #2 - ST CERNY



PROJECT  
LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

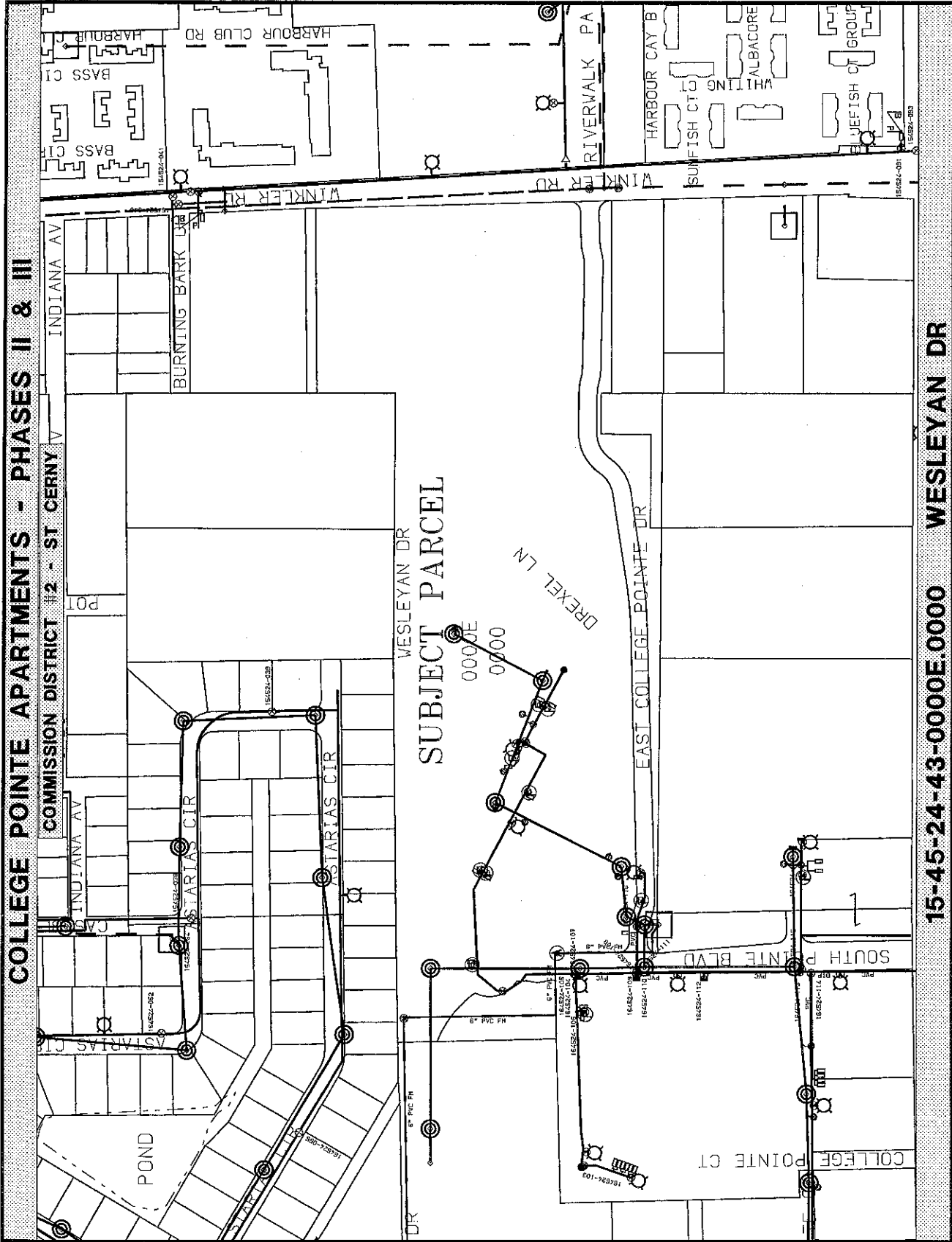
COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

Gulf of Mexico

COPY

COLLEGE POINTE APARTMENTS - PHASES II & III

COMMISSION DISTRICT #2 - ST CERNY V



15-45-24-43-0000E.0000 WESLEYAN DR

POND

SUBJECT PARCEL

DREXEL LN

EAST COLLEGE POINTE DR

COLLEGE POINTE CT

SOUTH POINTE BLVD

STARIAS CIR

WESLEYAN DR

INDIANA AV

BURNING BARK DR

HARBOUR CLUB RD

RIVERWALK PA

HARBOUR CAY B

SUNFISH CT D

WHITING

ALBACORE

JEFFISH CT GROUP

BASS CT  
BASS CT  
BASS CT

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041

16824-041





CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: College Pointe Apartments - Phases II and III

LOCATION: 8755 East College Pointe Drive Fort Myers, FL 33919

STRAP Number 15-45-24-43-0000E.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: JSM @ College Pointe, Ltd., LLP

8755 East College Pointe Drive Fort Myers, FL 33919

(as shown on Dccd)

TYPE UTILITY SYSTEM: Potable Water - Page 1

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
P.V.C. (DR-14)	10"	2,341	L.F.	\$ 23.96	\$ 56,090.36
P.V.C. (DR-14)	6"	102	L.F.	12.00	1,224.00
D.I.P. (CL-50)	10"	20	L.F.	28.00	560.00
D.I.P. (CL-50)	6"	50	L.F.	13.00	650.00
D.I.P. (CL-50)	4"	65	L.F.	10.00	650.00
Steel Casing	16"	50	L.F.	80.00	4,000.00
Gate Valve	10"	6	EA.	900.00	5,400.00
Gate Valve	6"	1	EA.	450.00	450.00
Reducer	10" x 6"	2	EA.	398.82	797.64
90° Bend	10"	6	EA.	500.00	3,000.00
90° Bend	6"	2	EA.	250.00	500.00

XXXXXXXXXXXXXXXXXX

(If more space is required, use additional page(s). Number each page and include the name of the project).  
 (Phase II consists of trunk lines only & Phase III utilities in its entirety)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: College Pointe Apartments - Phases II and III

LOCATION: 8755 East College Pointe Drive Fort Myers, FL 33919

STRAP Number 15-45-24-43-0000E.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: JSM @ College Pointe, Ltd., LLP

8755 East College Pointe Drive Fort Myers, FL 33919

(as shown on Deed)

TYPE UTILITY SYSTEM: Potable Water - Page 2

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
90° Bend	4"	2	EA.	\$ 150.00	\$ 300.00
45° Bend	10"	13	EA.	450.00	5,850.00
22.5° Bend	10"	4	EA.	400.00	1,600.00
11.25° Bend	10"	6	EA.	350.00	2,100.00
TEE	10" x 10" x 10"	2	EA.	700.00	1,400.00
TEE	6" x 6" x 6"	1	EA.	450.00	450.00
Water Service	2"	5	EA.	1,920.00	9,600.00
Fire Service	4"	5	EA.	2,400.00	12,000.00
Fire Hydrant Assembly	-	6	EA.	2,200.00	13,200.00
				\$119,822.00	

TOTAL AMOUNT

(If more space is required, use additional page(s). Number each page and include the name of the project).

(Phase II consists of trunk lines only & Phase III utilities in its entirety)

FEB. 28. RECD  
Revisions



COPY

-11.5

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: College Pointe Apartments - Phases II and III

LOCATION: 8755 East College Pointe Drive Fort Myers, FL 33919

STRAP Number 15-45-24-43-0000E.0000  
(Including STRAP)

NAME AND ADDRESS OF OWNER: JSM @ College Pointe, Ltd., LLP

8755 East College Pointe Drive Fort Myers, FL 33919

TYPE UTILITY SYSTEM: Sewer  
(as shown on Deed)

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
P.V.C. (SDR-26)	8"	795	L.F.	\$ 28.00	\$ 22,260.00
P.V.C. (SDR-26)	10"	1,125	L.F.	34.00	38,250.00
4' Dia. Manhole	0'-6' deep	4	EA.	1,750.00	7,000.00
4' Dia. Manhole	8'-10' deep	1	EA.	2,100.00	2,100.00
6' Dia. Manhole	0'-6' deep	1	EA.	3,500.00	3,500.00
6' Dia Manhole	6'-8' deep	2	EA.	3,850.00	7,700.00
Sewer Cleanout	6"	11	EA.	250.00	2,750.00
Single Sewer Service	6"	11	EA.	900.00	9,900.00

\$93,460.00

TOTAL AMOUNT

(If more space is required, use additional page(s). Number each page and include the name of the project).

(Phase II consists of trunk lines only & Phase III utilities in its entirety)

FEB 27 2005  
REVISIONS



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 COLLEGE POINTE APARTMENTS, PHASE III (EASEMENT DONATION)  
ACCOUNT NO. OD5360748700.504930 project. BS 20020214-UTL

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING  
WITH 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



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

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE  
 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

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) →

1 5 4 5 2 4 4 3 0 0 0 0 0 0 0 0

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):

JSM @ COLLEGE POINTE LTD LLP  
 Last First MI Corporate Name (if applicable)  
 1260 STELTON RD, PISCATAWAY NJ 08854

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

LEE CO. BD. OF COUNTY COMMISSIONERS  
 Last First MI Corporate Name (if applicable)  
 P. O. BOX 398, FT. MYERS, FL 33902 ( 941 ) 479-8181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Month / Day / Year    Sale/Transfer Price    Property Located In    County Code  
 \$    . 00    4 6 (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed     Other  
 Warranty Deed     Quit Claim Deed    EASEMENT DONATION

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: 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    \$    . 00    Cents

12. Amount of Documentary Stamp Tax →

\$    .    Cents

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

RICK DIAZ, WILL. DIRECTOR/S. IVAN VELEZ

Date 2/28/02

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
O. R. Book and Page Number and File Number	
Date Recorded	

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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_ day or \_\_\_\_\_, by and between JSM @ College Pointe, Ltd., LLP, 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, *with the prior written consent of Grantor, not to be unreasonably withheld. (SM)*
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 his 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 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.



11.7

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

Merge Weingart  
1<sup>st</sup> Witness

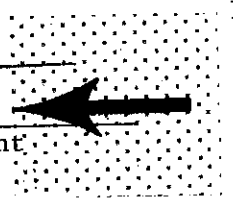
[Signature]  
2<sup>nd</sup> Witness

JSM @ College Pointe, Ltd. LLP  
GRANTOR

BY: Edgewood Properties, South, Inc. General Partner

Title: \_\_\_\_\_

BY: [Signature]  
Jack Morris, President



**SIGN  
HERE**

STATE OF New Jersey SS:  
COUNTY OF Middlesex

The foregoing instrument was signed and acknowledged before me this 11 day of February, 2000 by \_\_\_\_\_  
who has produced \_\_\_\_\_  
(Print or Type Name) (Type Of Identification and Number)

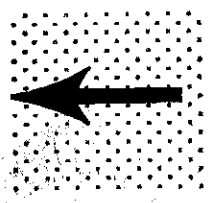
as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature

Printed Name of Notary Public

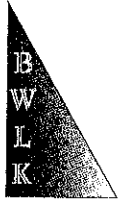
Notary Commission Number

DORIS E. SOLTIS  
A Notary Public of New Jersey  
My Commission Expires 6/15/05



**NOTARIZE**

(NOTARY SEAL)



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1  
Fort Myers, Florida 33919-5910  
email - fmooffice@bwk.net  
(Ph) 941-481-1331 (Fax) 941-481-1073

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
(Balance of Water Line Easement Between  
Old Phase I Line and New Phase I Line,  
College Pointe Apartments)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 24 East, and being part of Tracts "C", "E" and "H" of College Pointe according to the map or plat thereof as recorded in Plat Book 62 at Pages 76 through 78 of the Public Records of said Lee County and being more particularly described as follows:

A water line easement 20.00 feet wide lying 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of Tract "A" of said College Pointe; thence S01°21'55"E along the east line of said Tract "A" for 159.35 feet; thence S01°36'52"E along said east line for 96.51 feet; thence S04°49'16"E along said east line for 4.54 feet; thence N88°33'27"E along the south line of Tract "H" of said College Pointe for 675.63 feet; thence N01°26'33"W for 165.16 feet to the beginning of a curve concave to the northeast having a radius of 174.50 feet; thence northeast along said curve through a central angle of 9°04'39" for 27.65 feet, said curve having a chord bearing of N03°05'47"E and a chord distance of 27.62 feet, to the beginning of a reverse curve concave to the northwest having a radius of 105.50 feet; thence northwesterly along said curve through a central angle of 8°53'06" for 16.36 feet, said curve having a chord bearing of N03°11'33"E and a chord distance of 16.34 feet to the beginning of a reverse curve concave to the northeast having a radius of 94.50 feet; thence northeasterly along said curve through a central angle of 15°32'49" for 25.64 feet, said curve having a chord bearing of N06°31'24"E and a chord distance of 25.56 feet to a non-tangent line and the Point of Beginning of the herein described centerline; thence N61°38'48"W for 2.36 feet to the Point of Terminus of the herein described centerline.

Sidelines of said easement to be lengthened or shortened to terminate at phase lines and to provide a minimum width of 20.00 feet.

Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

Bearings are based on the plat of College Pointe with the south line of Tract "H" as bearing S88°33'27"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

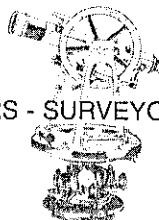
  
\_\_\_\_\_  
William E. Bean, R.L.S. 3261

30813DESC5

2/12/02

PRINCIPALS:  
WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

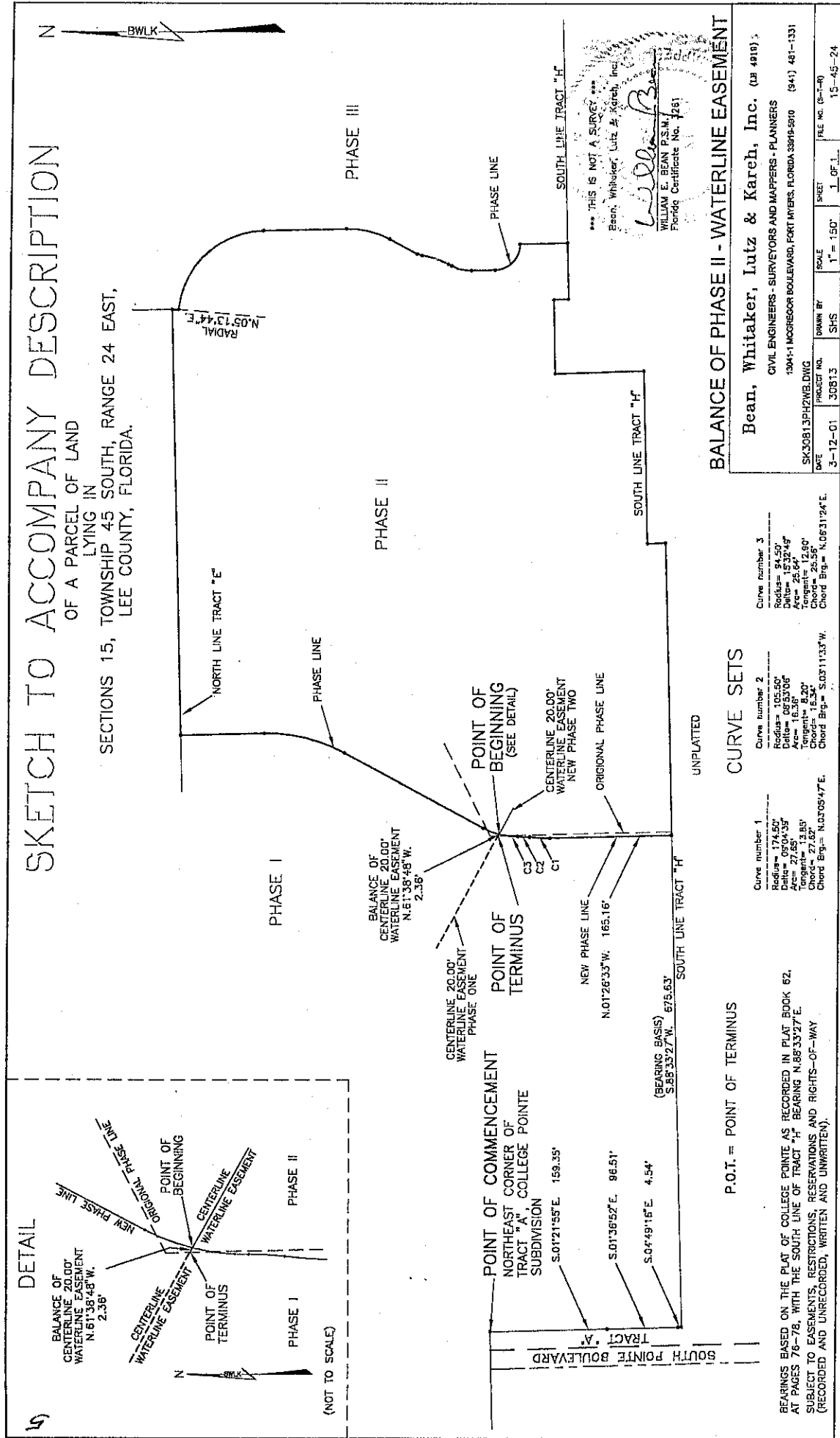
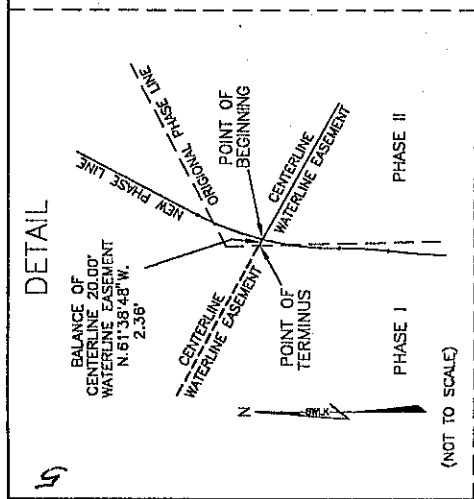


ASSOCIATES:  
CHARLES D. KNIGHT, PSM  
ELWOOD FINEFIELD, PSM  
TRACY N. BEAN, AICP  
PAUL T. POKORNY, PE

# COPY

## SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND  
LYING IN  
SECTIONS 15, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA.



\*\*\* THIS IS NOT A SURVEY \*\*\*  
Bean, Whitaker, Lutz & Karch, Inc.  
WILLIAM E. BEAN P.S.M.  
Florida Certificate No. 1281

**BALANCE OF PHASE II - WATERLINE EASEMENT**

**Bean, Whitaker, Lutz & Karch, Inc. (19 4919)**

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
19041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33916-5870 (941) 481-1331

SK30813PH2WB.DWG  
DATE 3-12-01 PROJECT NO. 30813 DRAWN BY SHS SCALE 1" = 150' SHEET 1 OF 1 FILE NO. (20-40) 15-45-24

UNPLATTED

CURVE SETS

Curve number	Curve number 1	Curve number 2	Curve number 3
Radius	174.50'	105.50'	94.50'
Delta	070° 35'	102° 06'	94° 52' 48"
Area	27.65'	16.36'	25.64'
Tangent	13.85'	8.20'	12.80'
Chord	27.69'	16.34'	25.56'
Chord Brg.	N.0306°47'E	S.0311°33'W	N.0631°24'E

P.O.T. = POINT OF TERMINUS

BEARINGS BASED ON THE PLAT OF COLLEGE POINTE AS RECORDED IN PLAT BOOK 62, AT PAGES 76-78, WITH THE SOUTH LINE OF TRACT "H" BEARING N.88°33'27"E. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1  
Fort Myers, Florida 33919-5910  
email – fmoffice@bwlk.net  
(Ph) 941-481-1331 (Fax) 941-481-1073

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Water Line Easement)  
- Phases II and III -

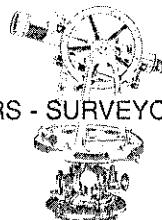
A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 24 East, and being part of Tracts "C", "E" and "H" of College Pointe according to the map or plat thereof as recorded in Plat Book 62 at Pages 76 through 78 of the Public Records of said Lee County and being more particularly described as follows:

A water line easement 20.00 feet wide lying 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of Tract "A" of said College Pointe; thence S01°21'55"E along the east line of said Tract "A" for 159.35 feet; thence S01°36'52"E along the east line of said Tract "A" for 96.51 feet; thence S04°49'16"E along said east line for 4.54 feet; thence N88°33'27"E along the south line of Tract "H" for 675.63 feet; thence N01°26'33"W for 165.16 feet to the beginning of a curve concave to the northeast having a radius of 174.50 feet; thence northeast along said curve through a central angle of 9°04'39" for 27.65 feet, said curve having a chord bearing of N03°05'47"E and a chord distance of 27.62 feet, to the beginning of a reverse curve concave to the northwest having a radius of 105.50 feet; thence northwesterly along said curve through a central angle of 8°53'06" for 16.36 feet, said curve having a chord bearing of N03°11'33"E and a chord distance of 16.34 feet to the beginning of a reverse curve concave to the northeast having a radius of 94.50 feet; thence northeasterly along said curve through a central angle of 15°32'49" for 25.64 feet, said curve having a chord bearing of N06°31'24"E and a chord distance of 25.56 feet to a non-tangent line and the Point of Beginning of the herein described centerline; thence S61°38'48"E for 40.73 feet; thence S16°37'00"E for 20.96 feet; thence S61°37'00"E for 126.29 feet; thence N81°56'49"E for 49.19 feet to **Point "A"**; thence continue N81°56'49"E for 69.62 feet; thence N08°03'11"W for 26.34 feet; thence N86°24'43"E for 198.37 feet; thence N08°32'22"E for 62.40 feet to **Point "B"**; thence continue N08°32'22"E for 43.82 feet; thence N04°48'43"W for 18.12 feet to **Point "C"**; thence continue N04°48'43"W for 27.27 feet to **Point "D"**; thence continue N04°48'43"W for 39.69 feet; thence N85°11'17"E for 23.71 feet; thence N12°30'12"E for 42.43 feet to **Point "E"**; thence S77°29'48"E for 20.73 feet; thence N88°20'24"E for 72.98 feet to **Point "F"**; thence continue N88°20'24"E for 44.05 feet to **Point "G"**; thence S75°26'06"E for 50.53 feet; thence N71°09'06"E for 47.77 feet; thence N88°20'24"E for 3.93 feet to **Point "H"**; thence continue N88°20'24"E for 40.84 feet; thence N01°25'00"W for 130.47 feet; thence N10°10'58"W for 25.98

PRINCIPALS:  
WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:  
CHARLES D. KNIGHT, PSM  
ELWOOD FINEFIELD, PSM  
TRACY N. BEAN, AICP  
PAUL T. FOKORNY, PE

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Water Line Easement)  
- Phases II and III -  
- Continued -

feet; thence N27°42'55"W for 10.58 feet to **Point "I"**; thence continue N27°42'55"W for 15.40 feet; thence N39°37'10"E for 78.46 feet; thence N06°51'39"E for 8.72 feet to **Point "J"**; thence continue N06°51'39"E for 27.23 feet; thence N88°20'24"E for 208.95 feet; thence S17°55'14"E for 23.78 feet to **Point "K"**; thence continue S17°55'14"E for 2.84 feet to **Point "L"**; thence continue S17°55'14"E for 21.10 feet; thence N86°21'17"E for 119.63 feet to a point on the westerly right-of-way of Winkler Road and the Point of Terminus of the aforesaid centerline.

And Also:  
Beginning at the aforesaid **Point "A"**; thence N17°44'09"E for 75.98 feet and the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "B"**; thence S83°38'40"W for 22.83 feet and the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "C"**; thence N85°11'17"E for 40.45 feet and the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "D"**; thence S88°20'24"W for 23.10 feet and the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "E"**; thence N12°30'12"E for 72.05 feet; thence N67°30'00"W for 63.01 feet; thence N90°00'00"W for 37.19 feet; thence N63°29'11"W for 6.67 feet to **Point "E-1"**; thence continue N63°29'11"W for 50.02 feet to **Point "E-2"**; thence S84°39'05"W for 43.97 feet to the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "E-1"**; thence N01°18'19"W for 20.31 feet to the Point of Terminus of the herein described centerline.

And Also:  
Beginning at the aforesaid **Point "E-2"**; thence N01°28'56"W for 21.50 feet to the Point of Terminus of the herein described centerline.

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Water Line Easement)  
- Phases II and III -  
- Continued -

And Also:

Beginning at the aforesaid **Point "F"**; thence S01°39'36"E for 45.56 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "G"**; thence N17°08'04"E for 20.02 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "H"**; thence N12°02'40"W for 17.51 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "H"**; thence S01°39'36"E for 33.33 feet; thence S62°42'22"E for 75.85 feet; thence S41°37'04"E for 18.15 feet; thence S15°03'35"W for 20.00 feet to **Point "H-1"**; thence S28°38'11"E for 64.12 feet; thence N88°20'24"E for 192.72 feet to **Point "H-2"**; thence continue N88°20'24"E for 35.34 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "H-1"**; thence N61°21'49"E for 42.32 feet; thence N01°45'35"W for 11.64 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "H-2"**; thence S40°52'19"E for 39.80 feet; thence N88°20'24"E for 18.39 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "I"**; thence N62°17'05"E for 33.22 feet and the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "J"**; thence S88°20'24"W for 15.18 feet to the Point of Terminus of the herein described centerline.

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Water Line Easement)  
- Phases II and III -  
- Continued -

And Also:

Beginning at the aforesaid **Point "K"**; thence S88°20'24"W for 18.91 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid **Point "L"**; thence N72°05'02"E for 16.00 feet to the Point of Terminus of the herein described centerline.

Sidelines of said easement to be lengthened or shortened to provide a minimum width of 20.00 feet.

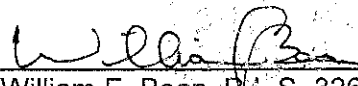
Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

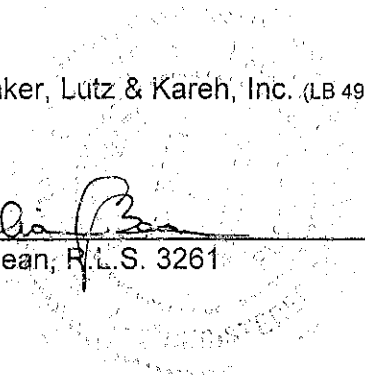
Bearings are based on the plat of College Pointe with the south line of Tract "H" as bearing S88°33'27"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

30813DESC6

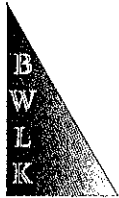
2/13/02

  
\_\_\_\_\_  
William E. Bean, P.L.S. 3261









# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1  
Fort Myers, Florida 33919-5910  
email -- fmooffice@bwlk.net  
(Ph) 941-481-1331 (Fax) 941-481-1073

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Sanitary Sewer Line Easement)  
- Phases II and III -

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 24 East, and being part of Tracts "C", "E" and "H" of College Pointe according to the map or plat thereof as recorded in Plat Book 62 at Pages 76 through 78 of the Public Records of said Lee County and being more particularly described as follows:

A sanitary sewer line easement 20.00 feet wide lying 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of Tract "A" of said College Pointe; thence S01°21'55"E along the east line of said Tract "A" for 159.35 feet; thence S01°36'52"E along said east line for 96.51 feet; thence S04°49'16"E along said east line for 4.54 feet; thence N88°33'27"E along the south line of Tract "H" of said College Pointe for 675.63 feet; thence N01°26'33"W for 165.16 feet to the beginning of a curve concave to the northeast having a radius of 174.50 feet; thence northeast along said curve through a central angle of 9°04'39" for 27.65 feet, said curve having a chord bearing of N03°05'47"E and a chord distance of 27.62 feet, to the beginning of a reverse curve concave to the northwest having a radius of 105.50 feet; thence northwesterly along said curve through a central angle of 8°53'06" for 16.36 feet, said curve having a chord bearing of N03°11'33"E and a chord distance of 16.34 feet to the beginning of a reverse curve concave to the northeast having a radius of 94.50 feet; thence northeasterly along said curve through a central angle of 29°36'12" for 48.83 feet, said curve having a chord bearing of N13°33'06"E and a chord distance of 48.28 feet; thence N28°21'12"E for 7.17 feet; thence S63°39'08"E for 9.60 feet to the Point of Beginning of the herein described centerline; thence continue S63°39'08"E for 171.44 feet; thence N86°41'12"E for 326.87 feet; thence N04°54'30"W for 277.18 feet; thence S75°15'18"E for 324.00 feet to **Point "A"**; thence N06°51'39"E for 355.00 feet; thence N77°47'41"E for 165.00 feet to Point of Terminus of the aforesaid centerline.

And Also:

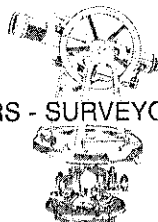
Beginning at the aforesaid **Point "A"**; thence S41°37'04"E for 140.00 feet; thence N88°20'24"E for 155.00 feet to the Point of Terminus of the herein described centerline.

Sidelines of said easement to be lengthened or shortened to provide a minimum width of 20.00 feet.

PRINCIPALS:

WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:

CHARLES D. KNIGHT, PSM  
ELWOOD FINEFIELD, PSM  
TRACY N. BEAN, AICP  
PAUL T. POKORNY, PE

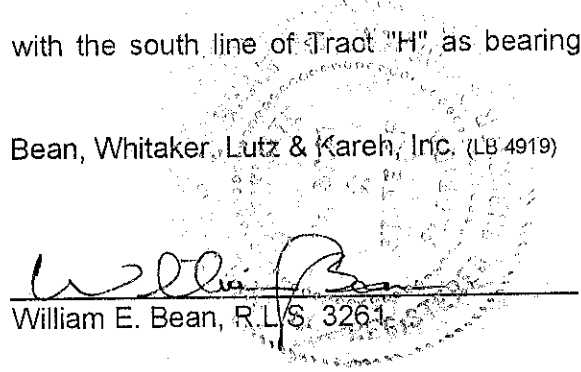
Bean, Whitaker, Lutz & Kareh, Inc.

Description of a Parcel of Land  
Lying in  
Section 15, Township 45 South, Range 24 East  
Lee County, Florida  
College Pointe Apartments  
(Sanitary Sewer Line Easement)  
- Phases II and III -  
- Continued -

Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

Bearings are based on the plat of College Pointe with the south line of Tract "H" as bearing S88°33'27"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

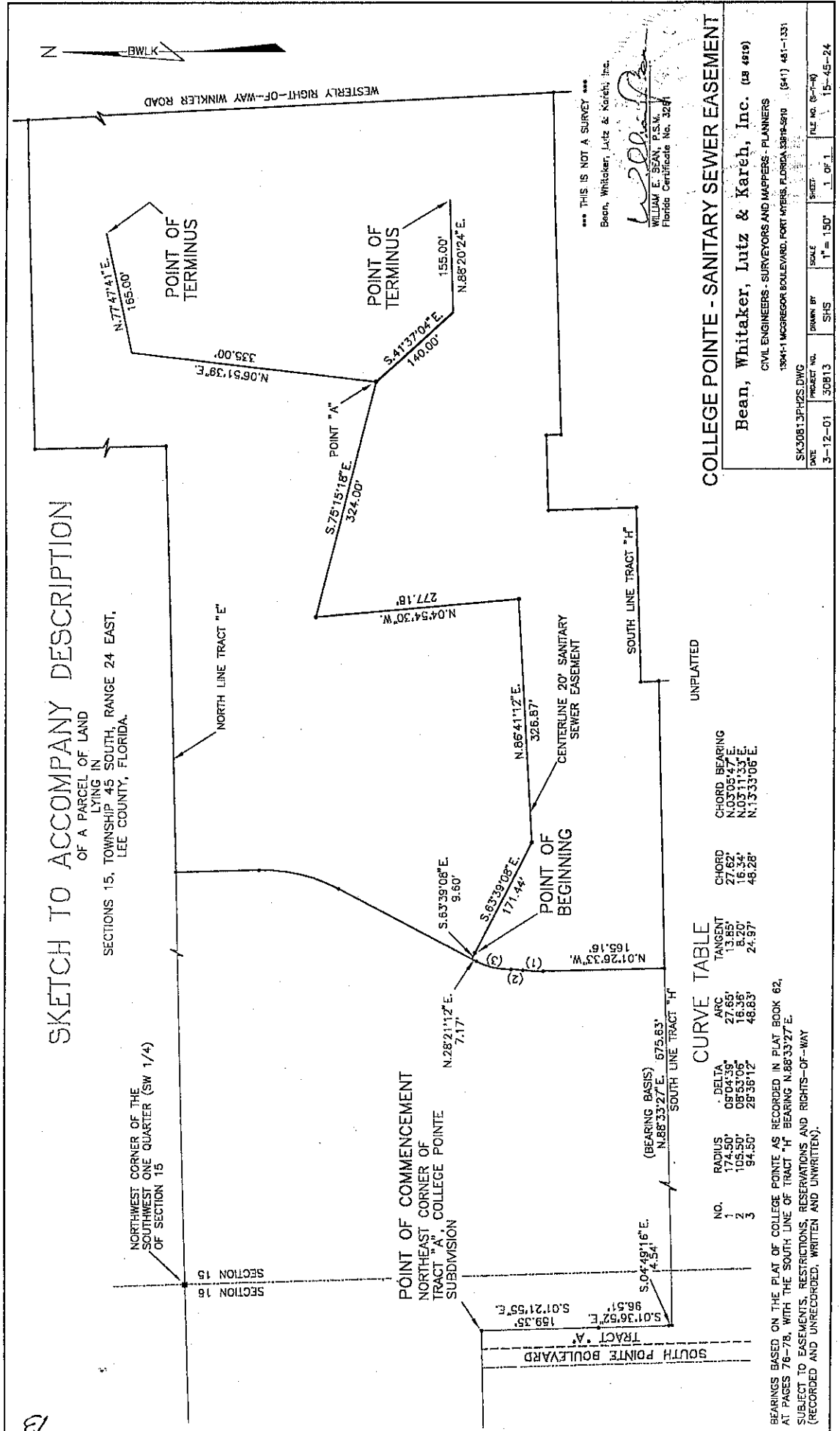


30813DESC7

2/13/02

William E. Bean, R.L.S. 3261

# COPY



\*\*\* THIS IS NOT A SURVEY \*\*\*  
Bean, Whitaker, Lutz & Karih, Inc.  
WILLIAM E. SEAN, P.S.M.  
Florida Certificate No. 3281

**COLLEGE POINTE - SANITARY SEWER EASEMENT**

**Bean, Whitaker, Lutz & Karih, Inc. (a 4919)**

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
1804-1 MACGREGOR BOULEVARD, FORT MYERS, FLORIDA 33904-5910 (941) 481-1331

SK30813PHQS.DWG  
PROJECT NO. 30813  
DRAWN BY SHS  
SCALE 1" = 150'  
SHEET 1 OF 1  
FILE NO. (S-4919) 15-45-24

BEARINGS BASED ON THE PLAT OF COLLEGE POINTE AS RECORDED IN PLAT BOOK 62,  
AT PAGES 76-78, WITH THE SOUTH LINE OF TRACT "H" BEARING N.88°33'27"E.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY  
(RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).