

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

Blue Sheet No. 20051779-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of one (1) utility easement, as a donation of water main and gravity main extensions to provide potable water service, fire protection and sanitary sewer service to the *Enclave at Cypress Lake*, a recently constructed multi-family residential development. This is a Developer Contributed asset project located at the north end of Broadhurst Loop approximately 900' east of Winkler Road and 1,800' north of Cypress Lake Drive.

2. What Action Accomplishes:

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

3. Management Recommendation:

Approval.

4. Departmental Category: 10

CIOB

5. Meeting Date:

01-24-2006

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other** Approval

8. Request Initiated:

Commissioner [Signature]
 Department **Public Works**
 Division **Utilities**
 By: [Signature] **12/30/05**
Rick Diaz, P. E., Utilities Director

9. Background:

The Board granted permission to construct on 07/27/04, Blue Sheet #20040845.
 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.
 Record Drawings 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 are available for recording fees in account number OD5360748700.504930.

SECTION 22 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>[Signature]</u> J. Lavender Date: 1-4-06	N/A	N/A	<u>P.O.</u> T. Osterhout Date: 12/30	<u>[Signature]</u> S. Coovert Date: 1/6/05	<u>[Signature]</u> P.M 1/6/05	<u>[Signature]</u> 9/05	<u>[Signature]</u> 1/9/06	<u>[Signature]</u> 1/9/06	<u>[Signature]</u> J. Lavender Date: 1-4-06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: [Signature]
 1-6-06
 11am
 COUNTY ADMIN FORWARDED TO: [Signature]
 1-10-06

Rec. by CoAtty
 Date: **1/5/06**
 Time: **3:45pm**
 Forwarded To: **Co. Admin**
4/6/06 10:15 AM



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) →

22452400000010210

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):

BS 20051779

EASEMENT:

ENCLAVE AT CYPRESS LAKES, LLC

Last First MI Corporate Name (if applicable)
 2715 E OAKLAND PARK BLVD-#201 FORT LAUDERDALE FL 33306
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

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

5. Date of Sale/Transfer

1 / 24 / 2006
 Month Day Year

Sale/Transfer Price

\$ 10,000.00
 (Round to the nearest dollar.)

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:

YES / NO

(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

12. Amount of Documentary Stamp Tax

\$ 70

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

YES / NO

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

Signature of Grantor or Grantee or Agent

Date 12/30/05

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

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

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

22452400000010210

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):

BS 20051779

EASEMENT:

ENCLAVE AT CYPRESS LAKES, LLC

Last First MI Corporate Name (if applicable)
 2715 E OAKLAND PARK BLVD-#201 FORT LAUDERDALE FL 33306

Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer):

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

5. Date of Sale/Transfer

1 24 2006 \$

City Sale/Transfer Price
 \$10

State Zip Code Phone No.
 . 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.) \$

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

0.70

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

YES NO

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

Signature of Grantor or Grantee or Agent

Date

12/30/05

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
<p>This copy to Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>	

This copy to Department of Revenue

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Enclave at Cypress Lakes, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension), and sewer facilities (a gravity main extension), serving **"ENCLAVE AT CYPRESS LAKE"**; 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 **\$82,829.75** 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 Tammara Hall: _____ (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: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20051779

LETTER OF COMPLETION

DATE: June 21, 2005

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 gravity collection systems** located in
Enclave at Cypress Lake
(Name of Development/Project)

were designed by me and have been constructed in conformance with:
the revised plans, attached 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 , Low Pressure Test(s) - Gravity Main ,
and TV Inspection, Mandrill - Gravity Main**

Very truly yours,

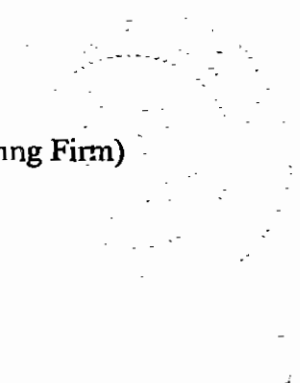
Ahmad Kareh, P.E./Bean, Whitaker, Lutz & Kareh, Inc.
(Owner or Name of Corporation/Firm)



(Signature)

Vice-President
(Title)

(Seal of Engineering Firm)



RECEIVED JUN 24 2005

ENCLAVE AT CYPRESS LAKE

COMMISSION DISTRICT #3 - JUDAH

BROADHURST LOOP

22-45-24-00-00001.0210

EDISON PKWY

POND

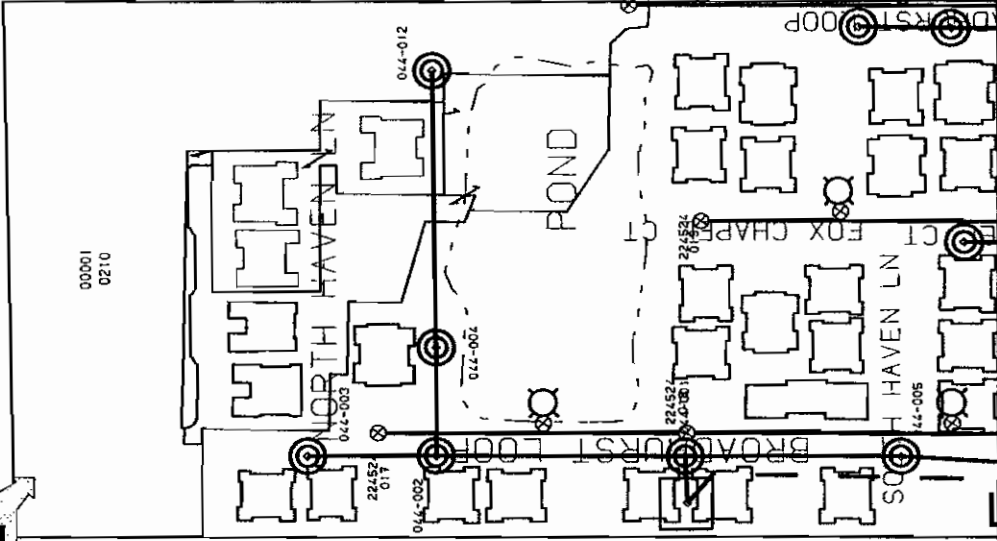
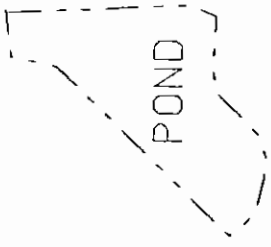
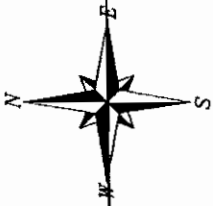
0120
10000

NORTH HAVEN LN
0100-370

CT FOX CHAR
725-722
H HAVEN LN
500-770

ENGLATE BLVD

SUBJECT PARCEL



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Enclave at Cypress Lake 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.

Michael Sappah
(Name of Owner/Contractor)

BY: *Michael Sappah*
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 26 th day of MAY, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



(Notary Seal & Commission Number)

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

CERTIFYING:

X *Michael Sappah*
(Signature of Certifying Agent)

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

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

8102 Grady Drive
(Address of Firm or Corporation)

North Fort Myers, FL 33917

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 8th day of September, 2005 by Michael Sappah who has produced the following as identification - N/A, and who did not take an oath.

Judy P. Sholtis
Notary Public Signature

Judy P. Sholtis
Printed Name of Notary Public

DD 102185
Notary Commission Number



(NOTARY SEAL)

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

CERTIFYING:

X Michael Sappah
(Signature of Certifying Agent)

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

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

8102 Grady Drive
(Address of Firm or Corporation)

North Fort Myers, FL 33917

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 8th day of September, 2005 by Michael Sappah who has produced the following as identification - N/A, and who did not take an oath.

Judy P. Sholtis
Notary Public Signature

Judy P. Sholtis
Printed Name of Notary Public

DD 102185
Notary Commission Number



(NOTARY SEAL)

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullidge

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1779

THANK YOU

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

Strap Number(s):
22-45-24-00-00001.0210

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
by and between Enclave at Cypress Lakes, LLC, Owner, hereinafter referred to
as GRANTOR(S), and LEE COUNTY, a political sub-division 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 20051779

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.

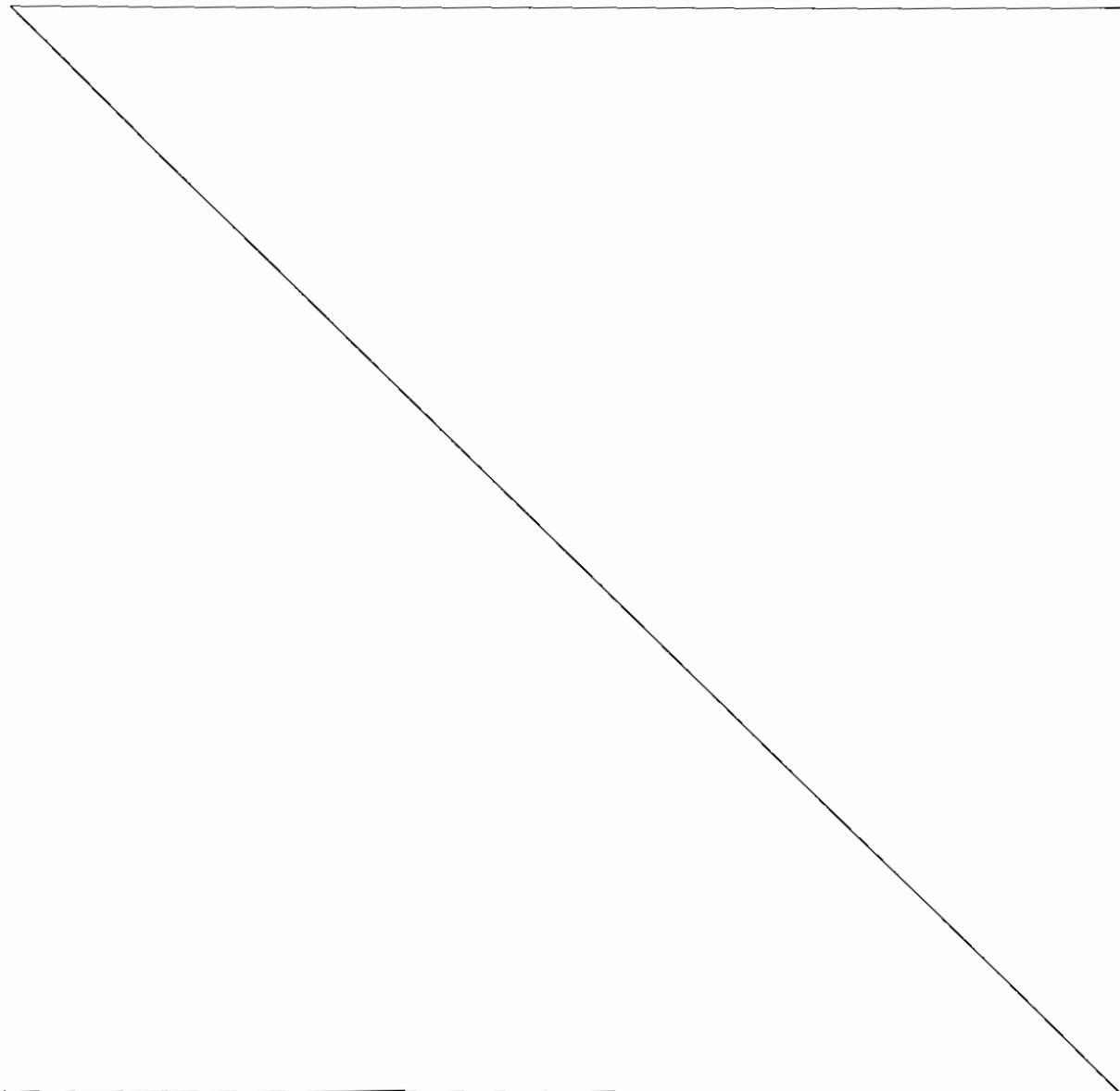
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness Signature]

ANNE JOHNSON
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

SCOTT P. SHOLTIS
[Type or Print Name]

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

Enclave at Cypress Lakes, LLC
[Type or Print Name]

MANAGING MEMBER
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this ___ day of August 2005, by Steve Gibbonney who produced the following as identification A. License # G-150-783-46-428-0 or is personally know to me, and who did not take an oath.

[stamp or seal]

[Signature]
[Signature of Notary]

Bonnie Louise Smith
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1
Fort Myers, Florida 33919-5910
email – fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land
Lying in
Section 22, Township 45 South, Range 24 East
Lee County, Florida
The Enclave at Cypress Lake, a Condominium
(Sanitary Sewer and Water Line Easement)

A tract or parcel of land lying in the Northeast One Quarter (NE 1/4) of Section 22, Township 45 South, Range 24 East, being a portion of Cypress Estates Condominium as recorded in Condominium Plat Book 8 at Pages 131 through 141, Public Records of Lee County, Florida, and further described as follows:


Commencing at the northwest corner of said Cypress Estates Condominium; thence S00°59'22"W along the west line of said Cypress Estates Condominium for 133.74 feet; thence S89°05'17"E departing said west line for 92.46 feet to the Point of Beginning; thence N53°44'12"E for 67.94 feet; thence N90°00'00"E for 173.57 feet; thence N00°00'00"E for 12.00 feet; thence N90°00'00"E for 20.00 feet; thence S00°00'00"E for 12.00 feet; thence N90°00'00"E for 219.04 feet; thence S00°00'00"E for 24.00 feet; thence N90°00'00"E for 22.00 feet; thence S00°54'49"W for 371.86 feet; thence N89°05'11"W for 20.00 feet; thence N00°54'49"E for 44.78 feet; thence N90°00'00"W for 24.21 feet to the east line of Cypress Lake Estates, a Condominium, Phase V, as recorded in Official record Book 2604 at Page 3179 and amended in Official Record Book 2829 at Page 2745; thence N00°59'22"E along the east line of said parcel for 38.45 feet to the northeast corner of said parcel; thence N90°00'00"W along the north line of said parcel for 64.28 feet to the southeast corner of said parcel; thence N00°00'00"E along the east line of said Phase V for 16.00 feet; thence N90°00'00"E departing said east line for 65.03 feet; thence N06°13'16"E for 76.32 feet; thence S83°46'44"E for 16.57 feet; thence N00°54'49"E for 180.23 feet; thence N90°00'00"W for 410.34 feet; thence S45°00'00"W for 11.51 feet; thence S00°00'00"E for 73.43 feet; thence S22°30'00"W for 23.17 feet to the north line of Parcel "C" as recorded in Official Record Book 3047 at Page 604; thence N89°00'38"W along the north line of said parcel and westerly extension thereof for 35.92 feet to the east line of a 12' wide sanitary easement as recorded in Official Record Book 1760 at Page 2077; thence N00°54'59"E along said east line for 104.06 feet to the northeast corner of said easement; thence N89°01'46"W along the north line of said easement for 7.40 feet to the Point of Beginning.

Parcel contains 0.79 acres (34,512 square feet), more or less.

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

Bearings are based on the west line of Cypress Estates Condominium as shown in Condominium Plat Book 8 at Page 131 as bearing S00°59'22"W.

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



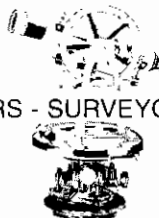
Scott C. Whitaker, P.S.M. 4324

33604DESC_SEWER_1 6/23/05

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

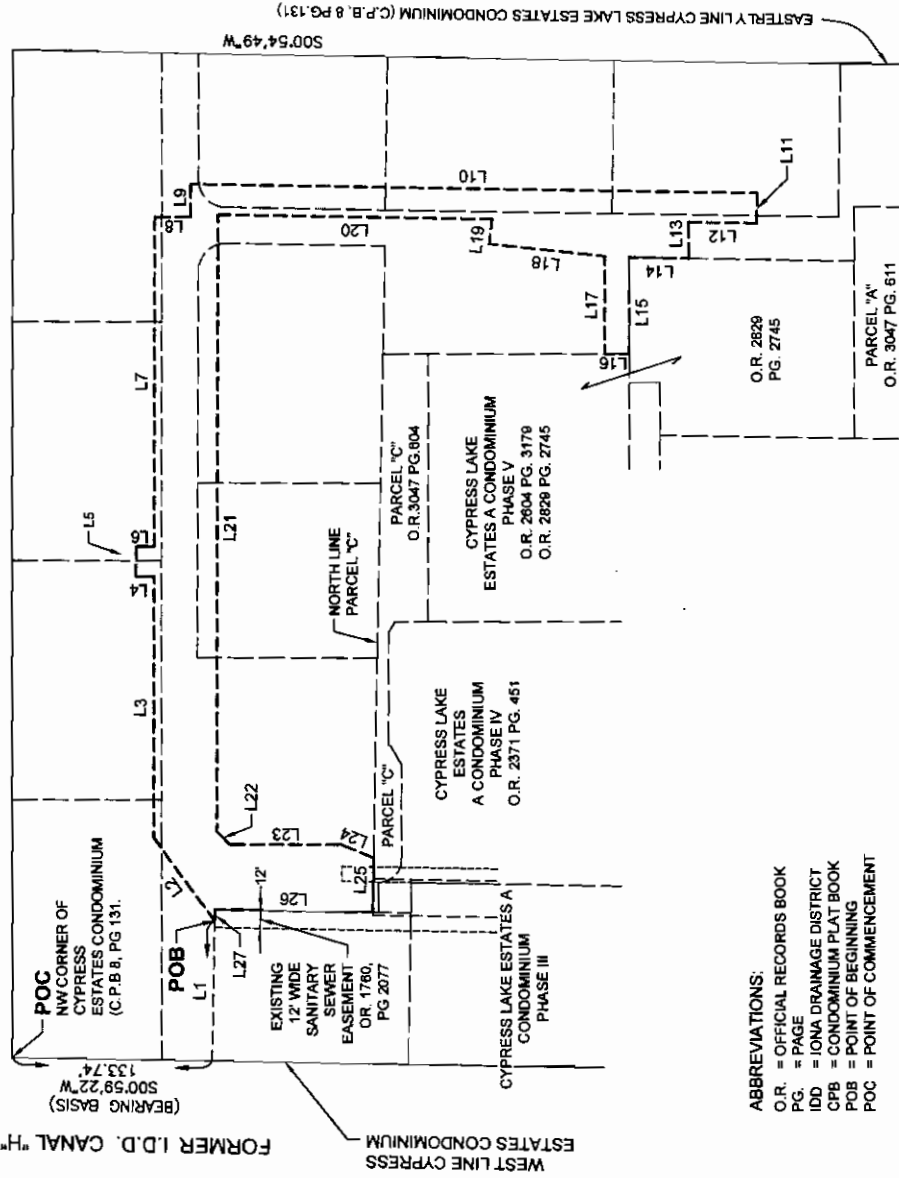


ASSOCIATES:

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

SKETCH TO ACCOMPANY DESCRIPTION

OF
A PARCEL OF LAND
LYING IN
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L1	S89°05'17"E	92.46
L2	N53°44'12"E	67.94
L3	N90°00'00"E	173.57
L4	N00°00'00"E	12.00
L5	N90°00'00"E	20.00
L6	S00°00'00"E	12.00
L7	N90°00'00"E	219.04
L8	S00°00'00"E	24.00
L9	N90°00'00"E	22.00
L10	S00°54'49"W	371.86
L11	N89°05'11"W	20.00
L12	N00°54'49"E	44.78
L13	N90°00'00"W	24.21
L14	N00°59'22"E	38.45
L15	N90°00'00"W	64.28
L16	N00°00'00"E	16.00
L17	N90°00'00"E	65.03
L18	N06°13'16"E	76.32
L19	S83°46'44"E	16.57
L20	N00°54'49"E	180.23
L21	N90°00'00"W	410.34
L22	S45°00'00"W	11.51
L23	S00°00'00"E	73.43
L24	S22°30'00"W	23.17
L25	N89°00'38"W	35.92
L26	N00°54'59"E	104.06
L27	N89°01'46"W	7.40

ABBREVIATIONS:
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 IDD = IONA DRAINAGE DISTRICT
 CPB = CONDOMINIUM PLAT BOOK
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT

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

THIS IS NOT A SURVEY
 BEAN, WHITAKER, LUTZ & KAREH, INC.
 SCOTT C. WHITAKER, P.S.M., NO. 16324
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA

SANITARY SEWER AND WATERLINE EASEMENT CYPRESS ESTATES CONDOMINIUM

Bean, Whitaker, Lutz & Kareh, Inc. (18 4919)
 CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33916-6610 (239) 461-1311

DATE	08-22-2006	PROJECT No.	33604	J/N		SCALE	1"=30'	SHEET	2 OF 2	S-T-R	22-45-24
------	------------	-------------	-------	-----	--	-------	--------	-------	--------	-------	----------