

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

Blue Sheet No. 20060281-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 6" diameter fire line and one (1) 1.5" water service serving *CVS @ The Villas Plaza* to provide potable water service and fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located at the southeast corner of US 41 and Crystal 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 – C10C **5. Meeting Date:** 04-11-2006

6. Agenda:	7. Requirement/Purpose (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other	Commissioner Department Public Works Division Utilities By: S. I. Velez 3/23/06 S. I. Velez, P. E., Acting Util. Dir.

9. Background:

Fire lines and water services 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.

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.

Sanitary Sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Crystal Drive.

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

SECTION 13 TOWNSHIP 45 S RANGE 24 E DISTRICT # 2 COMMISSIONER ST. CERNY

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.	
<i>J. Lavender</i> Date: 3-24-06	N/A	N/A	P.O. T. Osterhout Date: 3/23	<i>S. Covert</i> Date: 3/23/06	<i>PM</i> 3/28/06	MF 3/28/06	<i>NY</i> 3/28/06	<i>Mgr.</i> 3/28/06	<i>J. Lavender</i> Date: 3-24-06

11. Commission Action:

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

RECEIVED BY
COUNTY ADMIN: *PM*

3/27/06

4:45 PM

COUNTY ADMIN
FORWARDED TO: *JL*

3/29/06

4 PM

Rec. by CoAtty

Date: **3/24/06**

Time: **3:55 PM**

Forwarded To:
Co. Admin
3/27 4:30

RESOLUTION NO.

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

WHEREAS, it is the desire of "GH & G Crystal, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line and one 1.5" diameter water service), serving "CVS AT THE VILLAS PLAZA"; 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 \$11,186.75 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 _____, 2006.

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 20060281-UTL

COPY

LETTER OF COMPLETION

DATE: 3/2/2006

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)** located at
CVS Pharmacy - US 41 and Crystal Drive
(Name of Development/Project)

was designed by me and has been constructed in conformance with:

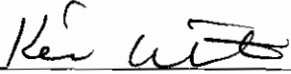
the revised plans, attached and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:

Bacteriological Test Pressure Test(s) - Water Main

Very truly yours,

Johnson Engineering, Inc.
(Owner or Name of Corporation/Firm)



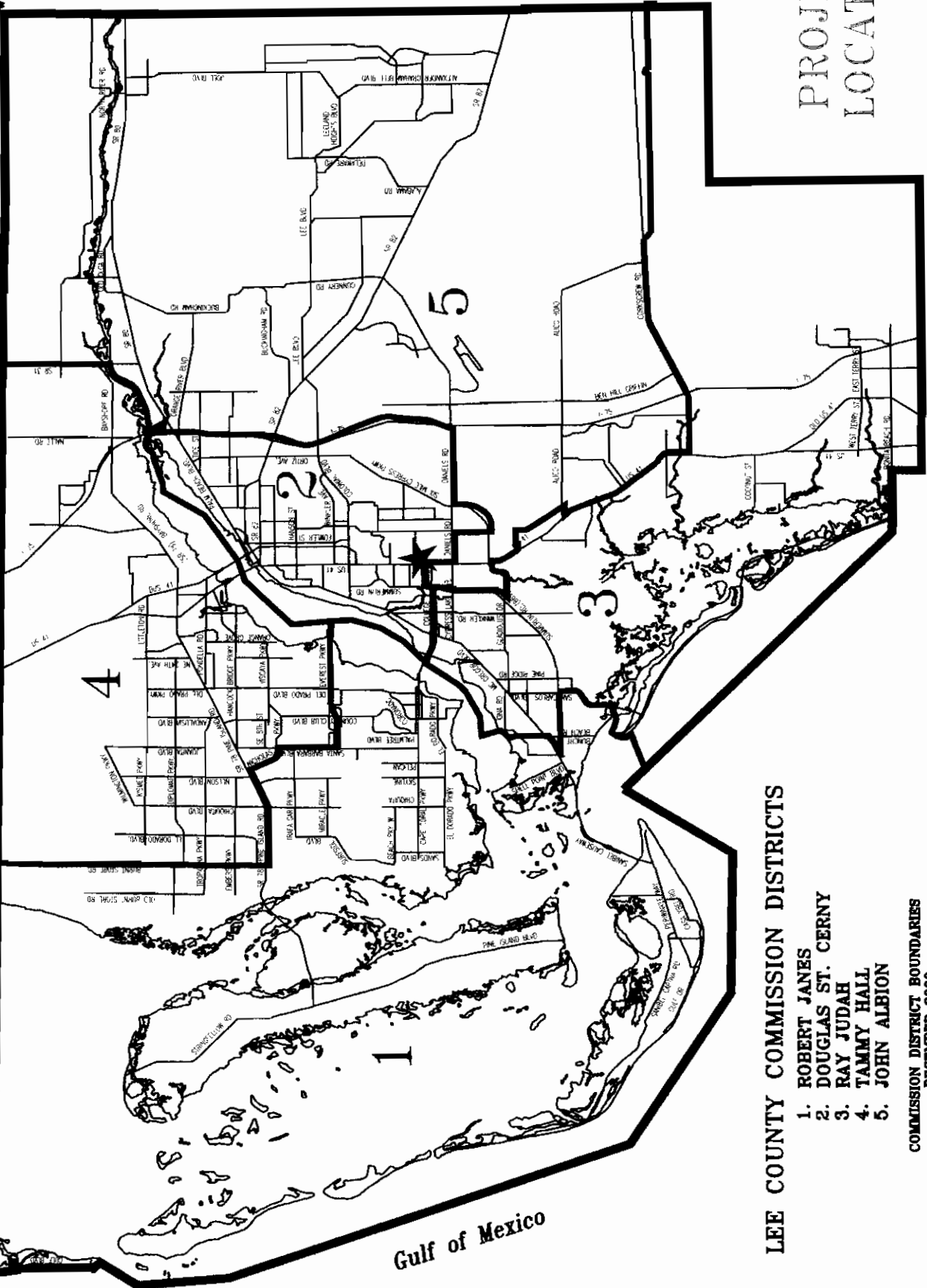
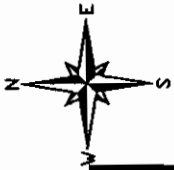
(Signature)

Kevin M. Winter, P.E.
(Name and Title)

(Seal of Engineering Firm)

PROJECT
LOCATION

CVS @ THE VILLAS PLAZA
13-45-24-01-00001.0010
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of CVS @ Villas 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.

B.J. Enterprises, Inc.

(Contractor/Company Name)

Michael Sappah, President

(Authorized Representative, Title)

BY: Michael Sappah

(Signature)

STATE OF FL)

) SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21 st day of February, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(Notary Seal & Commission Number)

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

COPY

The undersigned lienor, in consideration of the final payment in the amount of Eleven Thousand One Hundred Eighty Six & 75/100's (\$11,186.75) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to GH + G Crystal LLC on the job of CVS @ Villas to the following described property:

<u>CVS @ Villas</u> (Name of Development/Project)	<u>Water Distribution System</u> (Facilities Constructed)
<u>12255 S Cleveland Ave</u> (Location)	<u>13-45-24-01-00001.0010</u> (Strap # or Section, Township & Range)

Dated on: February 21, 2006

By: 
(Signature of Authorized Representative)

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

By: Michael Sappah
(Print Name of Authorized Representative)

8102 Grady Dr
(Address of Firm or Corporation)

Title: President

N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

Fax#: (239)731-5205


STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21 st day of February, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.



BRUCE MONNIER
MY COMMISSION # DO 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(Notary Seal & Commission Number)


(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: CVS @ Villas

STRAP NUMBER: 13-45-24-01-00001.0010

LOCATION: 12255 S Cleveland Ave

OWNER'S NAME: (as shown on Deed) GH + G Crystal LLC

OWNER'S ADDRESS: 1399 Church St

OWNER'S ADDRESS: Decatur,GA 30030-

TYPE UTILITY SYSTEM: POTABLE WATER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
CL-50 DIP	6"	34.5	LF	\$31.50	\$1,086.75
TAPPING SLEEVE W/VALVE	6" x 6"	1.0	EA	\$5,000.00	\$5,000.00
ASSORTED FITTINGS	6"	5.0	EA	\$350.00	\$1,750.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	1.0	LS	\$1,850.00	\$1,850.00
SINGLE WATER SERVICE/COMPLETE	1.5"	1.0	EA	\$1,500.00	\$1,500.00
TOTAL					\$11,186.75

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



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

CERTIFYING:

X *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 Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21 st day of February, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier

Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

Notary Commission Number

(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

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) →

13452401000010010

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 20060281

EASEMENT:

GH & G CRYSTAL, LLC

Last First MI Corporate Name (if applicable)
 1399 CHURCH ST DECATUR GA 30030
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

S. IVAN VELEZ PE AGTING UTIL DIR 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

4 / 11 / 2006
 Month Day Year

Sale/Transfer Price

\$ 10 . 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
 Cents

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/her has any knowledge.

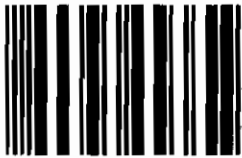
Signature of Grantor or Grantee or Agent: *[Signature]*

Date: 3/23/06

WARNING: ALL RETURNS FILED WITH THIS RETURN MUST BE FORWARDED TO THE PROPERTY APPRAISER'S OFFICE. FAILURE TO DO SO IS A PENALTY OF \$250 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

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

13452401000010010

2. Mark (x) all that apply

Multi-parcel transaction? →

BS 20060281

Transaction is a split or cutout from another parcel? →

EASEMENT:

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

GH & G CRYSTAL, LLC

3. Grantor (Seller):

Last Mailing Address
 1399 CHURCH ST

First MI City State
 DECATUR GA

Corporate Name (if applicable)
 30030

4. Grantee (Buyer):

Last Mailing Address
 P. O. BOX 398

First MI City State
 FT. MYERS FL

Corporate Name (if applicable)
 33902 (2394798181)

5. Date of Sale/Transfer

4 1 1
 Month Day Year

2006

Sale/Transfer Price
 \$10
 (Round to the nearest dollar.)

. 0 0

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

. 0 0

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 Miscellaneous Institutional/ 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 \$

Cents

. 0 0

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. My/our declaration is based on all information of which neither has any knowledge.

Signature of Grantor or Grantee or Agent: *[Signature]*

Date: 3/23/06

WARNING: FAILURE TO FILE THIS RETURN ON A FORM APPROVED BY THE FLORIDA DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25 PER DAY IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

<p>To be completed by the Clerk of the Circuit Court's Office</p> <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>	<p>Clerks Date Stamp</p>
--	---------------------------------

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20060281-UTL

PROJECT NAME: CVS @ THE VILLAS PLAZA

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

Strap Numbers:

13-45-24-01-00001.0010

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2006, by and between **"GH & G CRYSTAL, 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 20060281-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.

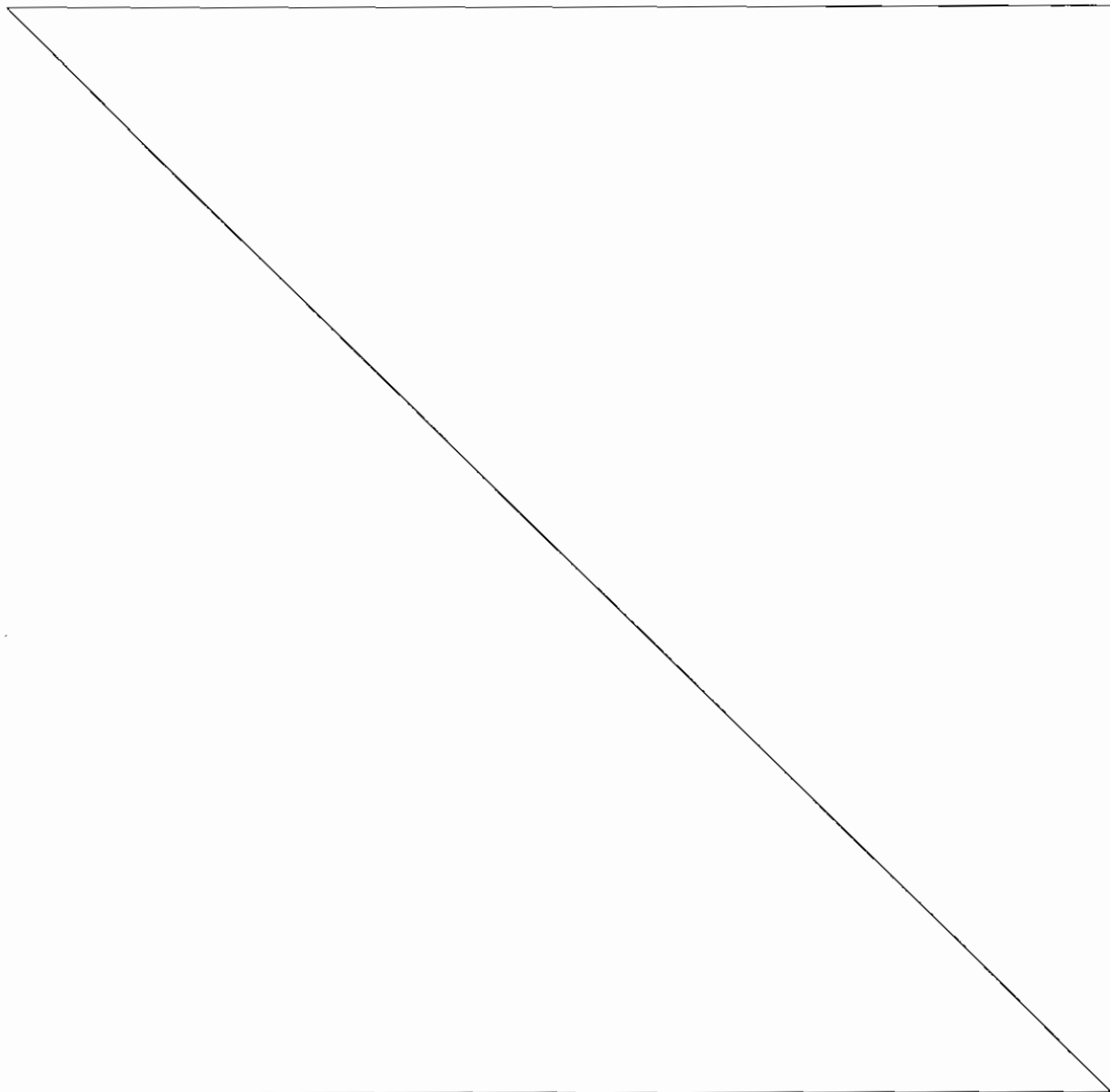
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness' Signature]

Rahn Gatewood
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

CAROLYN B. MOUNT
[Type or Print Name]

BY: G H & G Crystal, LLC

BY: [Signature]
William E. Gryboski

Its: Manager

STATE OF GEORGIA
COUNTY OF Dekalb

The foregoing instrument was signed and acknowledged before me this 9th day of March 2006, by William E. Gryboski who ~~produced the following as~~ ~~identification~~

_____ ~~or~~ is personally know to me, and who did/did not take an oath.

[stamp or seal]

SCOTT F. BISHOP
NOTARY OF PUBLIC
DEKALB COUNTY
MY COMMISSION EXPIRES
JULY 12, 2009

[Signature]
[Signature of Notary]

SCOTT F. BISHOP
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

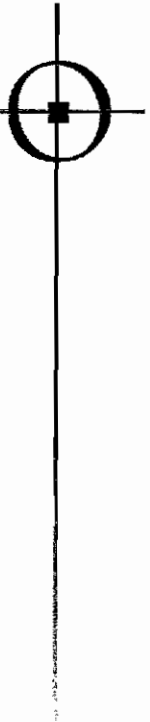
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



SHEET: 1 OF 2

MARCH 1, 2006

DESCRIPTION
10' X 20' L.C.U. EASEMENT
LOT 1, BLK 1
FORT MYERS VILLAS, UNIT NO. 1-A
(PB 10, PG 92, LEE COUNTY RECORDS)
SECTION 13, T. 45 S., R. 24 E.
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND FOR LEE COUNTY UTILITIES EASEMENT PURPOSES LOCATED IN LOT 1, BLOCK 1, FORT MYERS VILLAS, UNIT 1-A AS RECORDED IN PLAT BOOK 10 AT PAGE 92, LEE COUNTY PUBLIC RECORDS, LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 1, BLOCK 1, FORT MYERS VILLAS UNIT No. 1-A, AS RECORDED IN PLAT BOOK 10, PAGE 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE SOUTH RIGHT-OF-WAY LINE OF CRYSTAL DRIVE (100' WIDE) THENCE RUN SOUTH 89°40'20" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 162.65 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING DEPARTING SAID SOUTH RIGHT-OF-WAY LINE THENCE RUN SOUTH 00°19'40" EAST FOR 10.00 FEET; THENCE RUN SOUTH 89°40'20" WEST FOR 20.00 FEET; THENCE RUN NORTH 00°19'40" WEST FOR 10.00 FEET TO AN INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE RUN NORTH 89°40'20" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE CENTERLINE OF U.S. 41 (TAMIAMI TRAIL) AS BEARING NORTH 17°19'43" WEST.

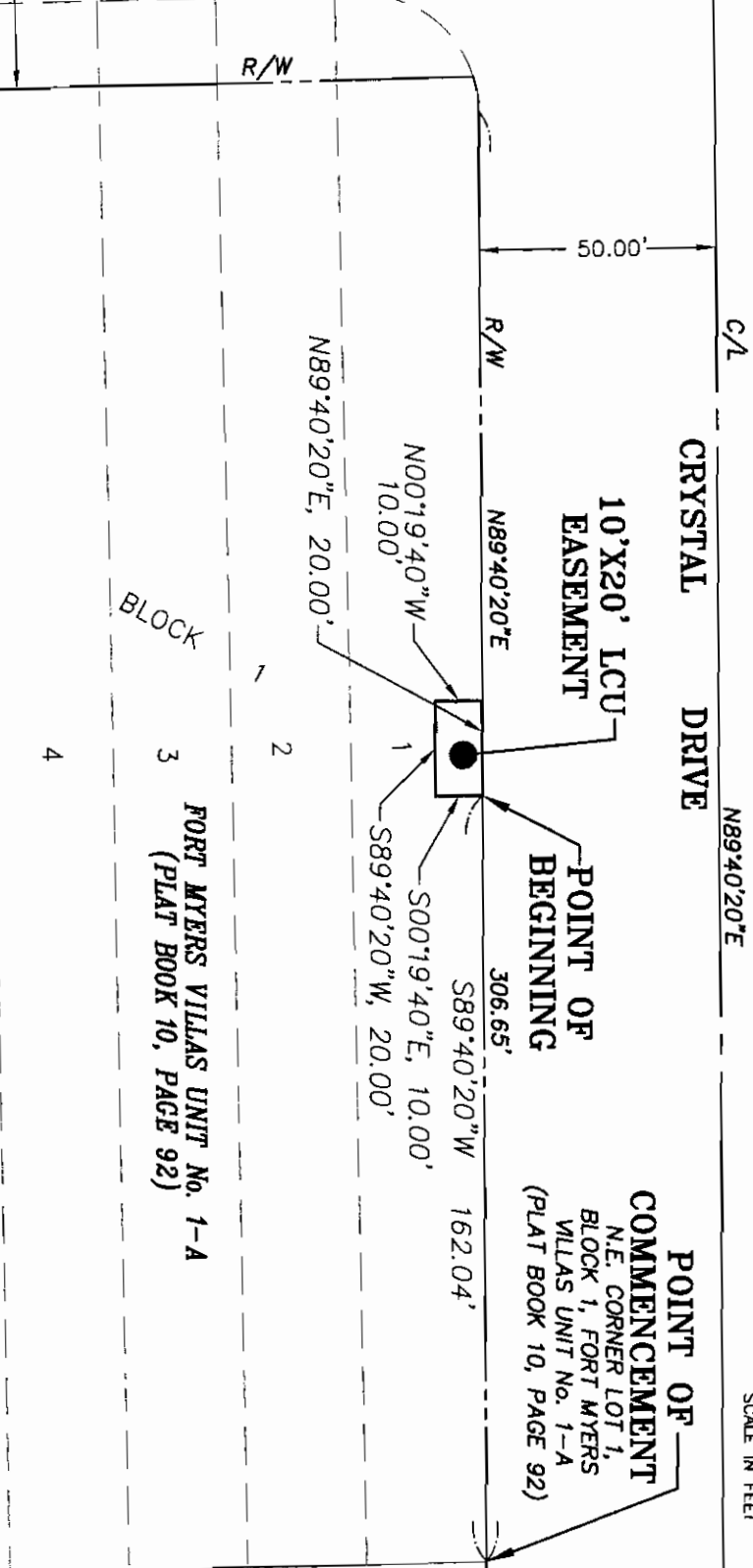
C/L

N1719'43"W (BEARING BASIS)

SECTION 14
SECTION 13

**SOUTH CLEVELAND AVENUE
(A.K.A. TAMIA MI TRAIL)
U.S. 41**

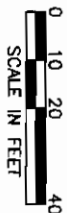
FORMER R/W PER PLAT



C/L

CRYSTAL DRIVE

N89'40'20"E



POINT OF COMMENCEMENT

N.E. CORNER LOT 1,
BLOCK 1, FORT MYERS
VILLAS UNIT No. 1-A
(PLAT BOOK 10, PAGE 92)

POINT OF BEGINNING

10'x20' LCU
EASEMENT

N89'40'20"E 50.00'
R/W
N89'40'20"E
N00'19'40"W 10.00'
N89'40'20"E, 20.00'
1
2
306.65'
S89'40'20"W 162.04'
S00'19'40"E, 10.00'
S89'40'20"W, 20.00'

BLOCK

FORT MYERS VILLAS UNIT No. 1-A
(PLAT BOOK 10, PAGE 92)

THIS IS NOT A SURVEY

ROY L. MCCREY (FOR THE FIRM LEE-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6205

DATE SIGNED: 3/2/06
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF U.S. 41 (TAMIA MI TRAIL) TO BEAR N17'19'43"W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 3. EASEMENT CONTAINS 200 SQUARE FEET MORE OR LESS.
 4. DESCRIPTION ATTACHED, SEE SHEET 1 OF 2.

**NOT VALID WITHOUT
SHEET 1 OF 2**

10'x20' L.C.U. EASEMENT

LOT 1, BLOCK 1

FORT MYERS VILLAS, UNIT NO. 1-A

(PP 10, PG 92, LEE COUNTY RECORDS)
SECTION 13, TWP 45 S., RGE 24 E.
LEE COUNTY, FLORIDA



2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0048
FAX (239) 334-3681
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR. 1, 2006	20044572	13-45-24	1"=40'	2 OF 2