

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

Blue Sheet No. 20060327-UTL

**1. Action Requested/Purpose:**

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of one (1) fire hydrant serving *Magnolia Landing f/n/a The Club at Heron's Glen* temporary fire hydrant to provide fire protection to this recently constructed maintenance building. This is a Developer contributed asset project located on the east side of N. Tamiami Trail approximately 1/4 mile south of the Lee/Charlotte County line.

**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**

**C10 D**

**5. Meeting Date:**

**04-25-2006**

**6. Agenda:**

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

**7. Requirement/Purpose (specify)**

- Statute
- Ordinance
- Admin. Code
- Other Approval

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Public Works  
 Division Utilities  
 By: S. Ivan Velez 4/6/06  
 S. Ivan Velez, P.E., Acting Director

**9. Background:**

Fire hydrants 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.  
 Potable water service is provided by Lee County Utilities via existing infrastructure located within the Avenida Del Vera Blvd right-of-way.  
 Sanitary Sewer service is provided by North Fort Myers Utility.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 04 & 03 TOWNSHIP 43S RANGE 24E DISTRICT #4 COMMISSIONER HALL

**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>J. Lavender</u> Date: <u>4-7-06</u>	N/A	N/A	<u>P.O.</u> T. Osterhout Date: <u>4/6</u>	<u>S. Covert</u> Date: <u>4/10/06</u>	<u>P.M</u> 4/10/06	<u>or</u> 4/10/06	<u>M</u> 4/10/06	<u>JK</u> 4/11/06	<u>J. Lavender</u> Date: <u>4-7-06</u>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:  
4-10-06 10:55  
 COUNTY ADMIN  
 FORWARDED TO: PL  
4-10-06 11:00 P.M.

Rec. by CoAtty  
 Date: 4/10/06  
 Time: 3:45pm  
 Forwarded To:  
Admin 4/10/06

RESOLUTION NO.

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

WHEREAS, it is the desire of "Taylor Woodrow Communities at Herons Glen LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant), serving "Magnolia Landing f/n/a The Club at Heron's Glen temporary fire hydrant"; 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 \$10450.00 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: \_\_\_\_\_ (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 20060327-UTL**

**COPY**

LETTER OF COMPLETION

DATE: October 14, 2005

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

Gentlemen:

This is to certify that the **fire hydrant(s)** located at  
**Temporary Maintenance Facility at Magnolia Landign**  
(Name of Development/Project)

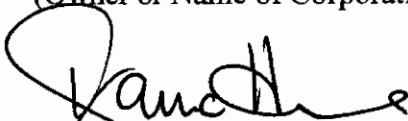
was designed by me and has been constructed in conformance with:  
**the approved plans and the approved specifications**

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

**Bacteriological Test and Pressure Test(s) - Water Main**

Very truly yours,

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



(Signature)

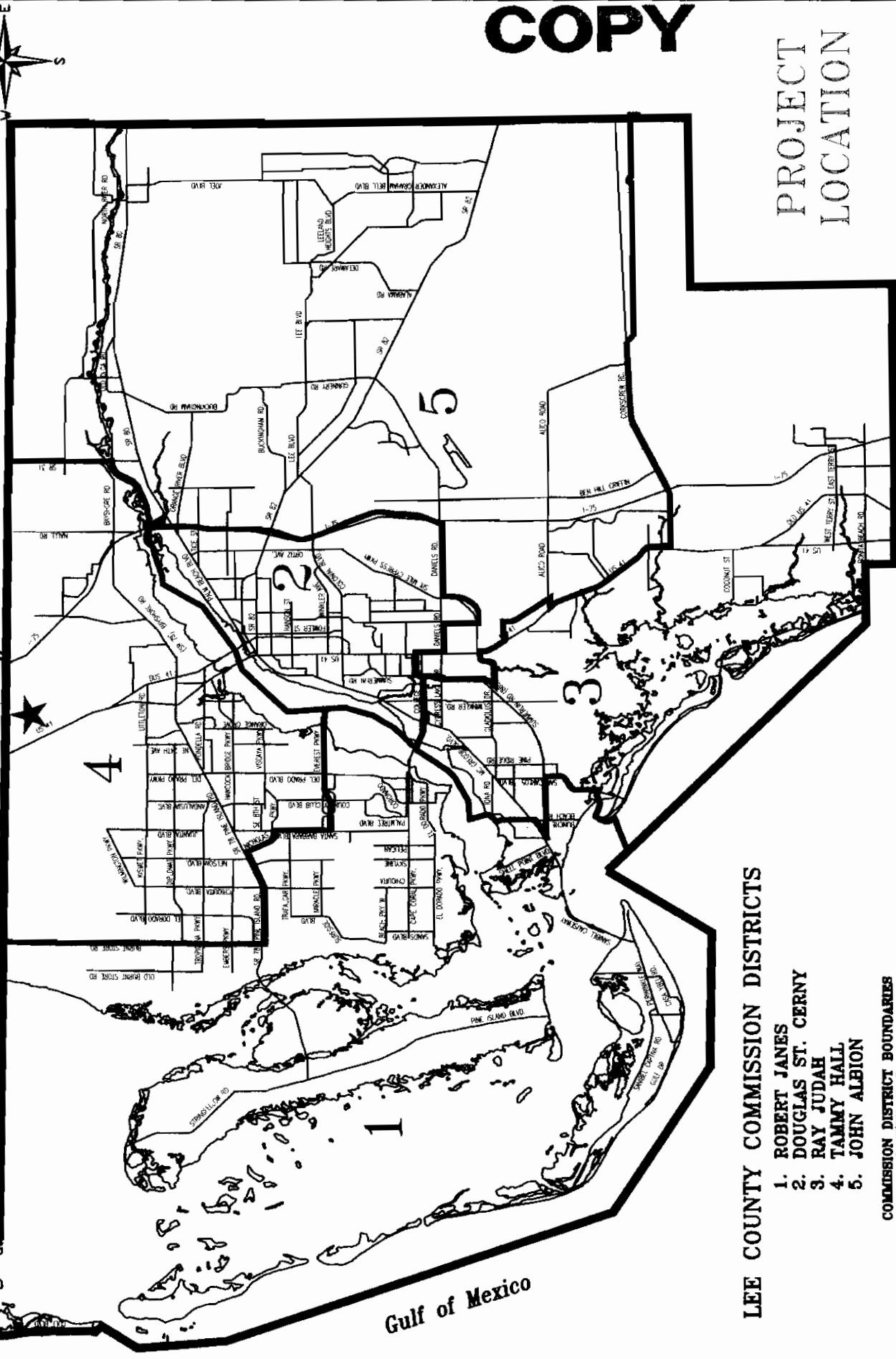
Dana L. Hume, P.E.  
(Title)

(Seal of Engineering Firm)

**COPY**

**PROJECT  
LOCATION**

**MAGNOLIA LANDING f.n.a. THE CLUB AT HERON'S GLEN TEMP. FIRE HYDRANT  
0-43-24-00-0000 1.0000 & 03-43-24-00-0000 1.0080  
COMMISSION DISTRICT # 4 - TAMMY HALL**



**LEE COUNTY COMMISSION DISTRICTS**

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

**COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000**

**COPY**

11.2

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Temporary Fire Hydrant, Magnolia Landing 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.

Dennis Short; Mitchell & Stark Construction Co.  
(Name of Owner/Contractor)

BY: *Dennis Short*  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF Collier )

The foregoing instrument was signed and acknowledged before me this 27 th day of SEPT, 2005 by Dennis Short who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Belinda Burgbacher*  
Notary Public Signature



Belinda Burgbacher  
Commission #DD179217  
Expires: Jan 22, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

\_\_\_\_\_  
Printed Name of Notary Public

(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 Ten Thousand Four Hundred Fifty & 00/100 (\$10,450.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Taylor Woodrow Communities on the job of Magnolia Landing (fna The Club at Herons Glen temp fire hydrant) to the following described property:

Magnolia Landing (fna The Club at Herons Glen temp fire hydrant)  
(Name of Development/Project)

(Facilities Constructed)

2250 Avenida Del Vera Blvd, North Fort Myers, FL 33917  
(Location)

04-43-24-00-00001.0000 and 03-43-24-00-00001.0080  
(Strap # or Section, Township & Range)

Dated on: March 27, 2006

By: *Dennis Short*  
(Signature of Authorized Representative)

Mitchell & Stark Construction Company  
(Name of Firm or Corporation)

By: Dennis Short  
(Print Name of Authorized Representative)

6001 Shirley Street  
(Address of Firm or Corporation)

Title: Project Manager

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

Phone #: (239)597-2165 Ext.12

Fax#: (239)566-7865

STATE OF FL )  
) SS:  
COUNTY OF Collier )

The foregoing instrument was signed and acknowledged before me this 27<sup>th</sup> day of March, 2006 by Dennis Short who is personally known to me - \_\_\_\_\_, and who did not take an oath.



Belinda Burgbacher  
Commission #DD179217  
Expires: Jan 22, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

*Belinda Burgbacher*  
(Notary Public Signature)

(Notary Seal & Commission Number)

(Printed Name of Notary Public)



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

CERTIFYING:

X Dennis Short  
(Signature of Certifying Agent)

Dennis Short, Project Manager  
(Name & Title of Certifying Agent)

Mitchell & Stark Construction Company  
(Name of Firm or Corporation)

6001 Shirley Street  
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL )  
                  ) SS:  
COUNTY OF Collier )

The foregoing instrument was signed and acknowledged before me this 27 th day of March, 2006 by Dennis Short who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Brenda Burghacher  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number



Brenda Burghacher  
Commission #DD179217  
Expires: Jan 22, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

(NOTARY SEAL)





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



FDOR10240300  
 DR-219  
 R. 07/98

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) → 04432400000010000 & 0343240000010080
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 20060327 **EASEMENT:** Taylor Woodrow Communities at Herons Glen LLC.  
 Last First MI Corporate Name (if applicable)  
877 EXECUTIVE CENTER DRIVE W. STE 25 ST PETERSBURGE FL 33702  
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): S. IVAN VELEZ PE ACTING 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 / 25 / 2006 \$ 10450.00  
 Month Day Year Sale/Transfer Price  
 (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: \$ 00.00  
 YES  /  NO  
 (Round to the nearest dollar.)

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

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

10. Property Type: Residential  Commercial  Industrial  Agricultural  Institutional/Miscellaneous  Government  Vacant  Acreage  Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES  /  NO \$ 00.00

12. Amount of Documentary Stamp Tax \$ 70.00

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

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

Signature of Grantor or Grantee or Agent [Signature] Date 4/6/06

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.

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

**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 04432400000010000 & 03432400000010080**

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 20060327 EASEMENT: Taylor Woodrow Communities at Herons Glen LLC.**  
 Last First MI Corporate Name (if applicable)  
**877 EXECUTIVE CENTER DRIVE W. STE 25 ST PETERSBURGE FL 33702**

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.  
**S. IVAN VELEZ PE ACTING UTIL DIR FOR LEE CO. BD. OF CO. COMMISSIONERS**  
 Last First MI Corporate Name (if applicable)  
**P. O. BOX 398 FT. MYERS FL 33902 2394798181**

5. Date of Sale/Transfer: **4 25 2006** Sale/Transfer Price: **\$10450** Property Located In: **46** County Code  
 Month Day Year (Round to the nearest dollar.)

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

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

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

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

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES  NO  \$ **00**  
 12. Amount of Documentary Stamp Tax **0.70** 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: [Signature] Date: 4/6/06

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

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

**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. 20060327-UTL**

**PROJECT NAME: Magnolia Landing**

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

Strap Number:

04-43-24-00-00001.0000  
03-43-24-00-00001.0080

LCU 500283  
THIS SPACE RESERVED FOR RECORDING

### **GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this March day of 1, 2006, by and between Taylor Woodrow Communities at Herons Glen L.L.C. A Florida Limited Liability Company, 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 20060327-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.

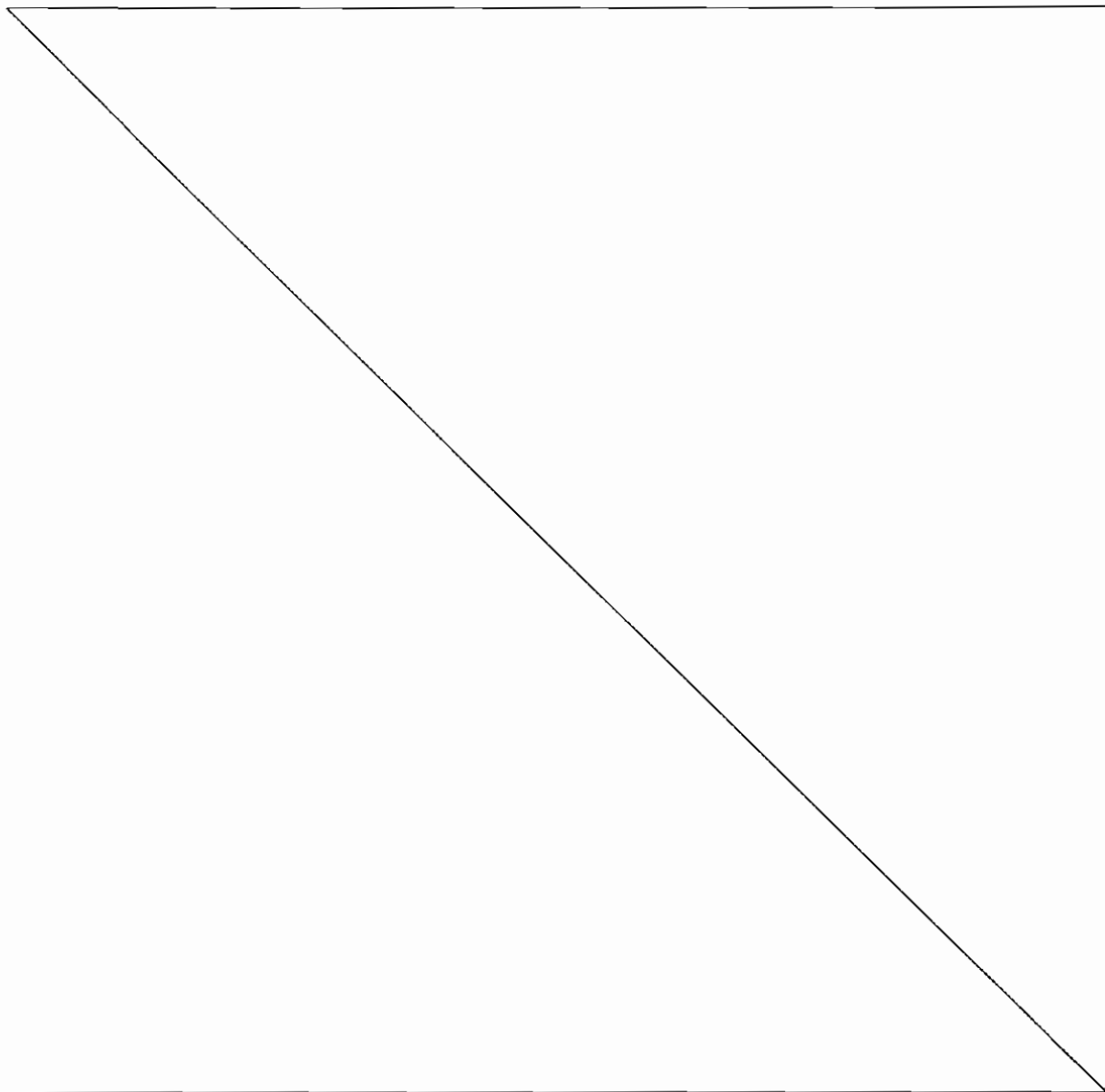
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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.

Tamela Chitea

[1<sup>st</sup> Witness' Signature]

TAMELA Chitea

[Type or Print Name]

Donna Marrero

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

Donna Marrero

[Type or Print Name]

BY: M-L

[Signature Grantor's/Owner's]

Mike Lane

[Type or Print Name]

VP of Land Development

[Title]

STATE OF FLORIDA

COUNTY OF ~~LEE~~ Collier

The foregoing instrument was signed and acknowledged before me this 30 day of March 2006 by M. Lane who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Tamela P. Chitea

[Signature of Notary]

TAMELA P. Chitea

[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





NOVEMBER 9, 2005

SHEET: 1 OF 2

**LEGAL DESCRIPTION**  
**TEMPORARY LEE COUNTY UTILITY EASEMENT**  
**FOR A TEMPORARY FIRE HYDRANT**

**A TRACT OR PARCEL OF LAND LYING IN**  
**SECTION 3, TOWNSHIP 43 SOUTH, RANGE 24 EAST,**  
**LEE COUNTY, FLORIDA**

COMMENCING AT THE SOUTHERLY MOST CORNER OF TRACT "K", HERONS GLEN UNITS 11 AND 12, AS RECORDED IN PLAT BOOK 78, PAGES 57 THROUGH 62, LEE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "K" AND TRACT "A-1" OF SAID UNITS 11 AND 12, NORTH 59°56'42" EAST, FOR 30.28 FEET; TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF AN UNRECORDED WATER MAIN EASEMENT AND A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY ALONG SAID EASEMENT AND AN ARC OF A CURVE TO THE RIGHT OF RADIUS 480.00 FEET (DELTA 35°43'17") (CHORD BEARING SOUTH 12°10'29" EAST) (CHORD 294.44 FEET) FOR 299.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°41'10" WEST, FOR 162.25 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 781.50 FEET (DELTA 32°45'18") (CHORD BEARING SOUTH 22°03'49" WEST) (CHORD 440.71 FEET) FOR 446.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°26'28" WEST, FOR 105.18 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING**; THENCE DEPARTING SAID WATER MAIN EASEMENT, RUN SOUTH 33°12'44" EAST, FOR 38.08 FEET; THENCE SOUTH 56°47'16" WEST, FOR 20.00 FEET; THENCE NORTH 33°12'44" WEST, FOR 31.45 FEET TO A POINT ON SAID WATER MAIN EASEMENT; THENCE RUN ALONG SAID EASEMENT NORTH 38°26'28" EAST, FOR 21.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 695 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83, 1990 ADJUSTMENT) AND ARE BASED ON THE PLAT OF HERONS GLEN, UNIT FIVE, PLAT BOOK 74, PAGES 82 THROUGH 84, LEE COUNTY, FLORIDA, WHEREIN THE EAST LINE OF SAID PLAT'S BOUNDARY BEARS N28°55'43"E.

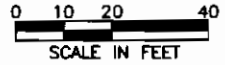
S:\LDD\_projects\033923\survey\TEMP-HYD-EASEMENT.doc

HERONS GLEN UNITS II & 12  
(PLAT BOOK 78, PAGES 57-62)

TRACT "A-1"

TRACT "K"

TRACT "H"



**POINT OF COMMENCEMENT**  
SOUTHERLY CORNER OF TRACT "K",  
HERONS GLEN UNIT 11 AND 12 (PLAT  
BOOK 78, PAGES 57 THROUGH 62),  
LEE COUNTY, FLORIDA.

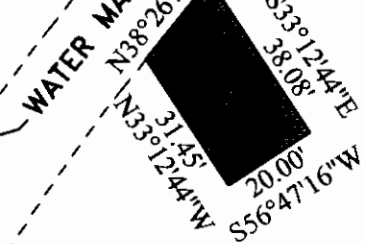
R=480.00'  
L=299.26'  
I=35°43'17"  
CB=S12°10'29"E  
CD=294.44'

**LEGEND**

- L = CURVE LENGTH
- R = RADIUS
- I = DELTA/INCLUDED ANGLE
- CB = CHORD BEARING
- CD = CHORD DISTANCE

R=781.50'  
L=446.77'  
I=32°45'18"  
CB=S22°03'49"W  
CD=440.71'

**POINT OF BEGINNING**



**NOTES**

1. SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.
2. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HERONS GLEN, UNIT FIVE, PLAT BOOK 74, PAGES 82-84, LEE COUNTY RECORDS, LEE COUNTY FLORIDA, WHEREIN THE EAST LINE OF SAID PLAT'S BOUNDARY BEARS N28°55'43"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. PARCEL CONTAINS 695 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

NOT VALID WITHOUT  
LEGAL DESCRIPTION.

**THIS IS NOT A SURVEY**

*Mark G. Wentzel*

MARK G. WENTZEL (FOR THE FIRM LE-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: NOV 09 2005  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\033923\p2-RES-PLAT.dwg (HYD-EASE) kic Nov 09, 2005 - 9:08am



2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
NOV, 9 2005	20033923-01	03-43-24	1"=40'	2 OF 2

**CERTIFICATE OF INCUMBENCY AND AUTHORITY**

**TAYLOR WOODROW COMMUNITIES AT HERONS GLEN, L.L.C.**

I, the undersigned, hereby certify as follows:

1. I am the Assistant Secretary of Taylor Woodrow Communities At Herons Glen, L.L.C., a Florida limited liability company, d/b/a Taylor Woodrow Communities At Magnolia Landing (the "LLC").
2. In conformity with the provisions of the LLC's Articles of Organization and Operating Agreement, the following individuals have been appointed officers of the LLC:

Craig A. Perna	President
Michael J. Lane	Vice President
David B. Langhout	Vice President
Brian F. Watson	Vice President
Ann S. Cohen	Vice President
Ann S. Cohen	Treasurer
Ann S. Cohen	Secretary
Kathleen Maloney	Assistant Treasurer
Marc I. Spencer	Assistant Secretary

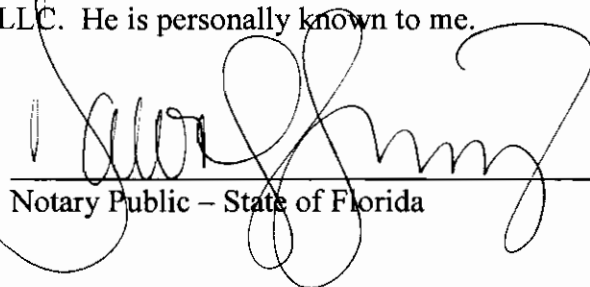
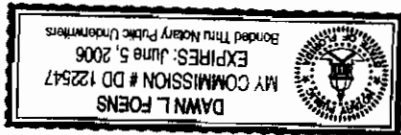
IN WITNESS WHEREOF, I hereunto subscribe my name on March 10, 2006.



Marc I. Spencer

STATE OF FLORIDA  
COUNTY OF PINELLAS

This instrument was acknowledged before me on March 10, 2006, by Marc I. Spencer, Assistant Secretary of President of Taylor Woodrow Communities At Herons Glen, L.L.C., a Florida limited liability company, on behalf of said LLC. He is personally known to me.

  
Notary Public – State of Florida