

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of two (2) 6" diameter fire lines and 26 water services serving *Merchants Crossing Shopping Center Addition* to provide potable water service and fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the northwest corner of North Cleveland Avenue and Pine Island Road.

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

C10B

5. Meeting Date:

05-09-2006

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 4/20/06
 S. Ivan Velez, P. E., Acting Director

9. Background:

Fire hydrants 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.

Sanitary sewer service is provided by North Fort Myers Utilities.

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

SECTION 34 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>4-21-06</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>4/20</u>	<u>S. Covert</u> Date: <u>4/24/06</u>	<u>P.M.</u> <u>4/25/06</u>	<u>or</u> <u>4/25/06</u>	<u>MS</u> <u>4/25/06</u>	<u>JK</u> <u>4/25/06</u>	<u>J. Lavender</u> Date: <u>4-21-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>JA</u>
<u>4-24-06</u>
<u>2:17</u>
COUNTY ADMIN FORWARDED TO: <u>PF</u>
<u>4/27/06</u>
<u>Z. & J.</u>

Rec. by CoAtty
Date: <u>4-24-06</u>
Time: <u>1:00</u>
Forwarded To:
<u>Admin</u> <u>1:30</u> <u>4-24-06</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "Hart Centers VII LTD", owner of record, to make a contribution to Lee County Utilities of water facilities (two six inch diameter fire lines and 26 water services), serving "Merchants Crossing Shopping Center Addition"; 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 \$44,118.00 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 20060367-UTL

COPY

LETTER OF COMPLETION

DATE: 2/6/2006

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

Gentlemen:

This is to certify that the **water service(s) and fire line up to and including 1st OS + Y valve(s)** located at

Merchants Crossing Shopping Center
(Name of Development/Project)

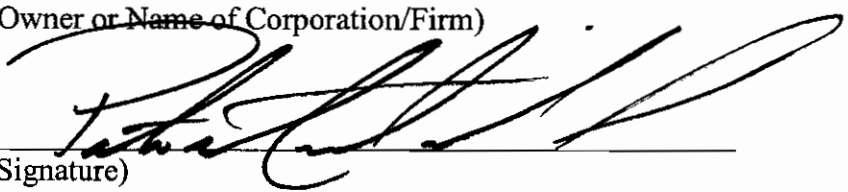
were designed by me and have been constructed in conformance with:
the revised plans, attached and

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,

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



(Signature)

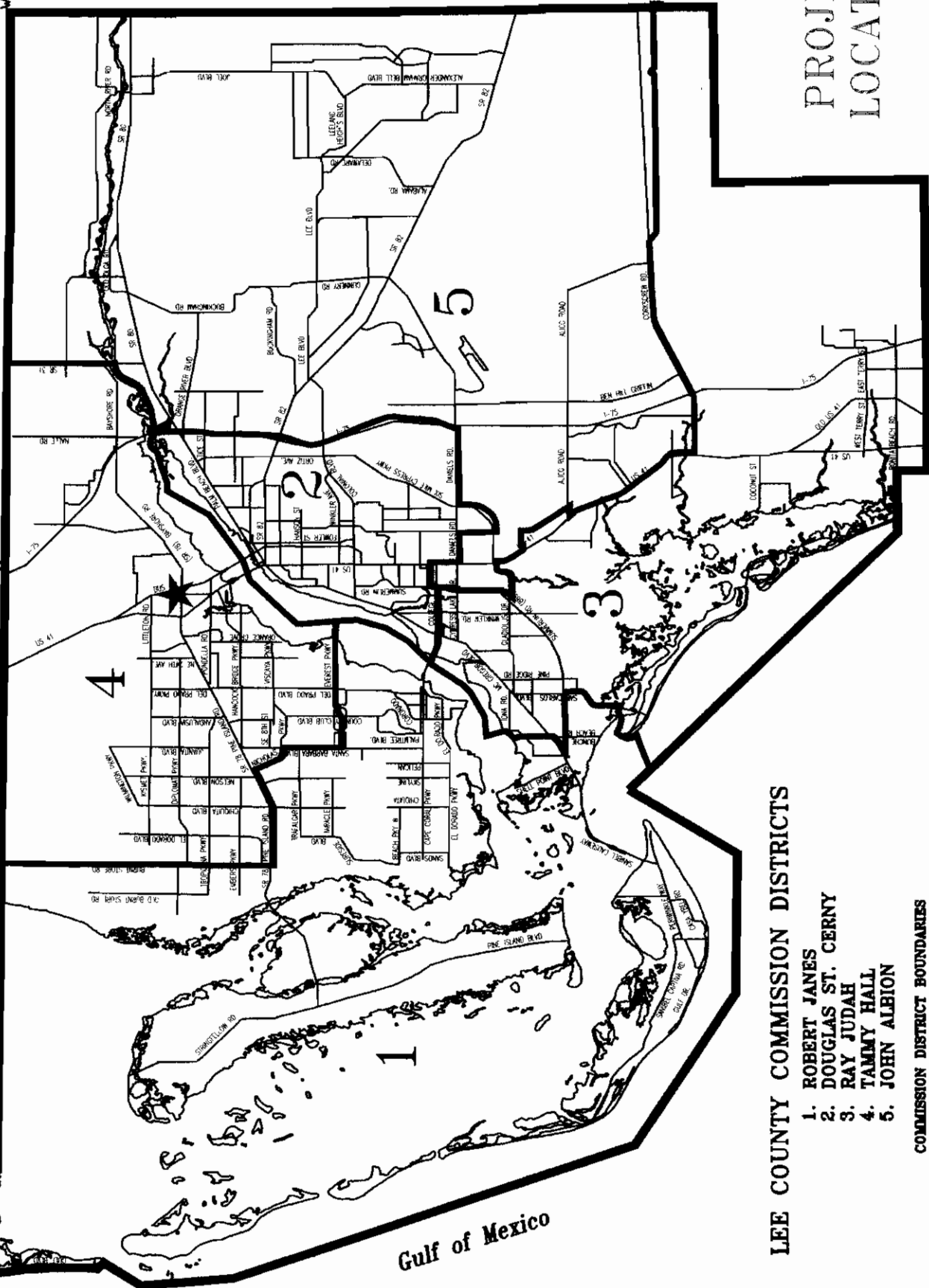
Peter M. Maastricht, P.E. 58680
(Name and Title)

(Seal of Engineering Firm)

COPY

**PROJECT
LOCATION**

**MERCHANTS CROSSING SHOPPING CENTER ADDITION
34-43-24-03-0000B.0000
COMMISSION DISTRICT # 4 - TAMMY HALL**



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 Merchants Crossing Shopping Center Addition 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 16 th day of November, 2005 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 Forty Four Thousand One Hundred Eighteen & 00/100's (\$44,118.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Hart Centers VII LTD on the job of Merchants Crossing Shopping Center Addition to the following described property:

Merchant's Crossing 30K SF Building Addition
(Name of Development/Project)

15201 N Cleveland Ave
(Location)

Water Distribution System

(Facilities Constructed)

34-43-24-03-0000B.0000
(Strap # or Section, Township & Range)

Dated on: November 17, 2005

By: *Michael Sappah*
(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 17 th day of November, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)

Bruce Monnier
(Notary Public Signature)

Bruce Monnier
(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 *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 17 th day of November, 2005 by Michael Sappah who has produced the following as identification - _____, and who did not take an oath.

Bruce Monnier

Notary Public Signature

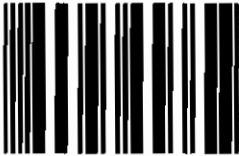
Bruce Monnier
Printed Name of Notary Public



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

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

344324030000B0000

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

BS 20060367

Transaction is a split
 or cutout from
 another parcel? →

EASEMENT:

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

HART CENTERS VII LTD

3. Grantor (Seller):

Last First MI
 5821 LAKE WORTH RD

GREENACRES

FL

Corporate Name (if applicable)
 33463

4. Grantee (Buyer):

Mailing Address
 S. IVAN VELEZ PE

ACTING UTIL DIR

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI
 P. O. BOX 398

FT. MYERS

FL

Corporate Name (if applicable)
 33902 (2394798181

5. Date of Sale/Transfer

5 9 2006 \$
 Month Day Year

Sale/Transfer Price

. 00 Property Located In 46 County Code

(Round to the nearest dollar.)

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
 \$. 00

(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:
 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 \$ Cents
 \$ 0.70 . 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 4/20/06

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
This copy to Department of Revenue	
O. R. Book and Page Number and File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Month Day Year	

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. 20060367-UTL

**PROJECT NAME: Merchants Crossing Shopping
Center Addition**

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

Strap Numbers:

34-43-24-03-0000B.0000

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 **"Hart Centers VII, Ltd."**, 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 20060367-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.

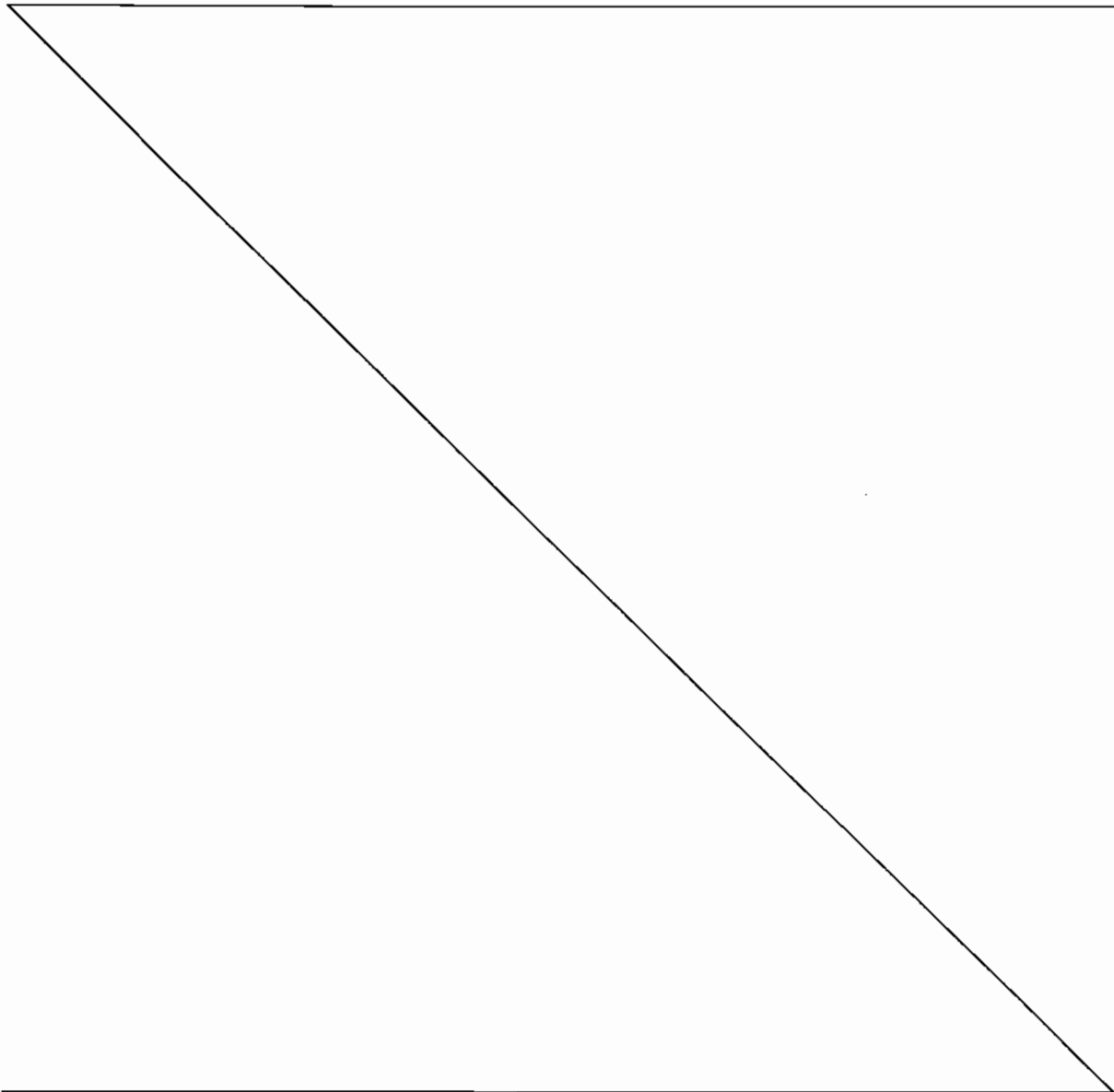
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Ryan Tufts
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Paul W. Thomas
[Type or Print Name]

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

Paul Forberger
[Type or Print Name]

Vice President
[Title]

STATE OF FLORIDA

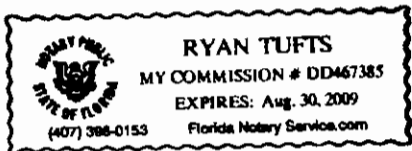
COUNTY OF PALM BEACH

The foregoing instrument was signed and acknowledged before me this ____ day of JANUARY 2006 by Paul Forberger who ~~produced the following as identification~~ _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature]
[Signature of Notary]

Ryan Tufts
[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

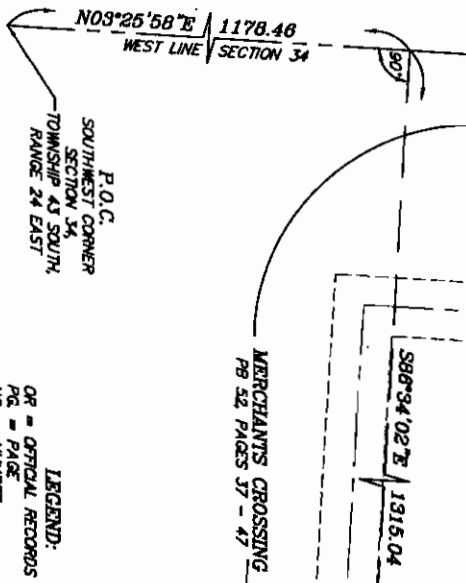
BY: _____
Office of the County Attorney

COPY



I HEREBY CERTIFY TO:
 AVALON ENGINEERING, INC.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL (UNDOUBTED) SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 JAMES M. BURCH
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 5527



LEGEND:
 OR = ORIGINAL RECORDS BOOK
 PG = PAGE
 NO = NUMBER
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

LEGAL DESCRIPTION
 A WATERLINE EASEMENT LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N 03°25'58" E A DISTANCE OF 1178.46 FEET ALONG THE WEST LINE OF SAID SECTION 34 AS SHOWN ON A PLAT ENTITLED MERCHANTS CROSSING AS RECORDED IN PLAT BOOK 52, PAGES 37 THROUGH 47, AMONG THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO A POINT; THENCE DEPART AND RUN PERPENDICULAR TO SAID WEST LINE S 89°34'02" E A DISTANCE OF 1318.04 FEET TO AN ANGLE POINT ON THE CENTERLINE OF AN EXISTING 12' WIDE LEE COUNTY UTILITIES WATER EASEMENT AS RECORDED IN ORIGINAL RECORDS BOOK 2400 AT PAGE 2459; THENCE S 34°23'31" E A DISTANCE OF 100.12 FEET ALONG SAID RECORDED CENTERLINE TO A POINT; THENCE DEPART SAID RECORDED CENTERLINE N 35°36'29" E A DISTANCE OF 6.00 FEET TO THE NORTHERLY EDGE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED WATERLINE EASEMENT; THENCE DEPART SAID NORTHERLY EDGE OF SAID RECORDED EASEMENT N 35°36'29" E A DISTANCE OF 14.64 FEET TO A POINT; THENCE S 54°23'31" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 35°36'29" W A DISTANCE OF 14.64 FEET TO A POINT ON THE FOREMENTIONED NORTHERLY EDGE OF SAID RECORDED EASEMENT; THENCE N 54°23'31" W A DISTANCE OF 25.00 FEET ALONG SAID NORTHERLY EDGE OF SAID EASEMENT TO THE POINT OF BEGINNING, CONTAINING 386.00 SQUARE FEET MORE OR LESS. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST AS SHOWN ON THE PLAT OF "MERCHANTS CROSSING" AS RECORDED IN PLAT BOOK 52, PAGES 37 - 47, AMONG SAID RECORDS SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

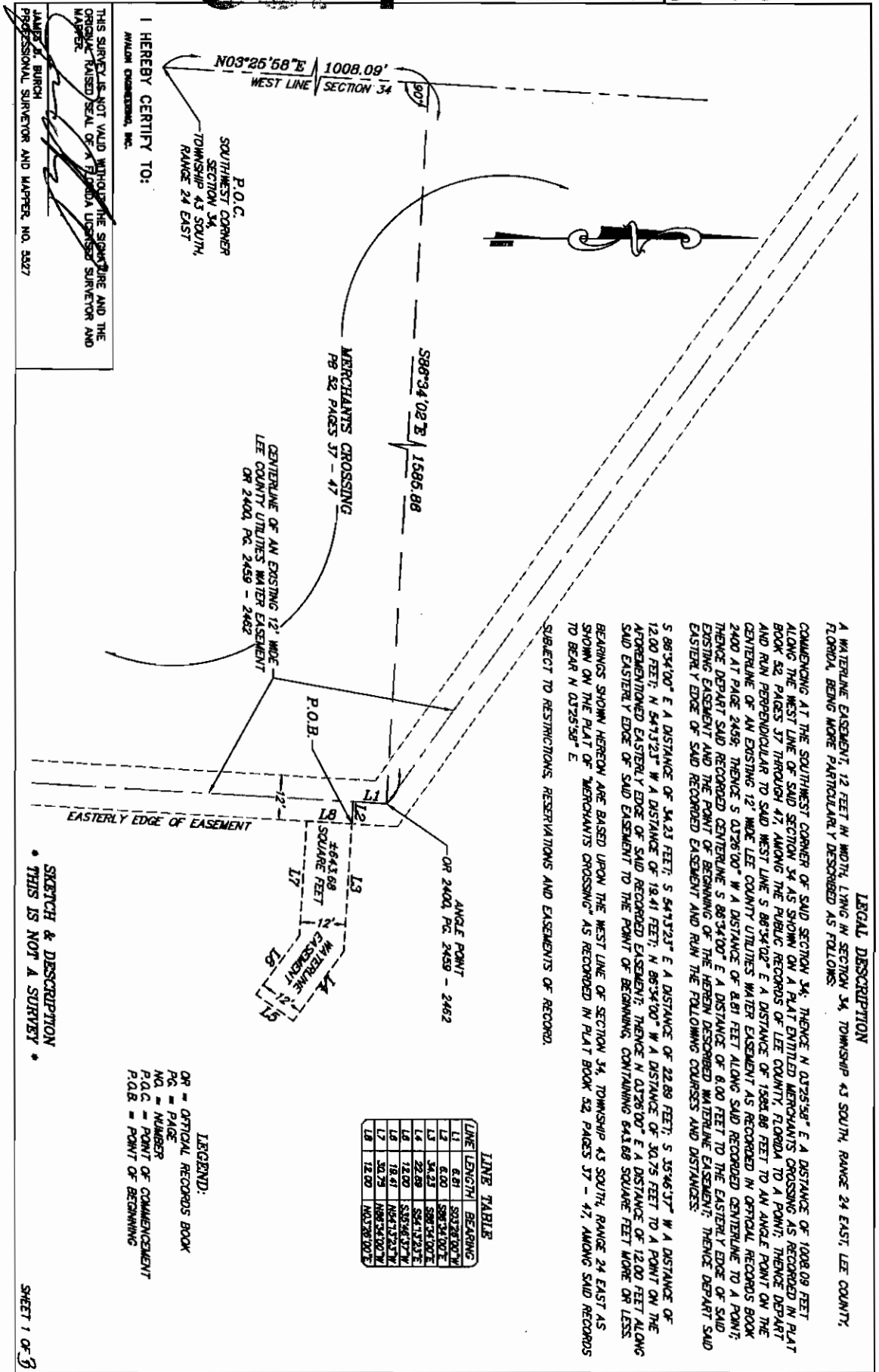
LINE TABLE

LINE	LENGTH	BEARING
L1	6.00	N35°36'29"E
L2	14.64	N54°23'31"E
L3	25.00	S54°23'31"E
L4	14.64	S35°36'29"W
L5	25.00	N35°36'29"E

SKETCH & DESCRIPTION
 • THIS IS NOT A SURVEY •

SHEET 1 OF 3

<p>D.R.M.P. DYER, RIDDLE, MILLS & PRECOURT 2223 MORRESON BOULEVARD, FT. MYERS, FLORIDA 33801 PHONE: (239)-337-1108 FAX: (239)-337-0173 LB 2648</p>	PREPARED FOR: AVALON ENGINEERING, INC.	REVISIONS:	DATE:	
	FILE: MERCHANTS-CROSSING	F.B./PAGE: N/A	SCALE: 1" = 30'	DATE: OCTOBER 3, 2005
	SHEET 1 OF 3			DATE:



LEGAL DESCRIPTION
 A WATERLINE EASEMENT, 12 FEET IN WIDTH, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N 03°26'58" E A DISTANCE OF 1008.09 FEET ALONG THE WEST LINE OF SAID SECTION 34 AS SHOWN ON A PLAT ENTITLED MERCHANTS CROSSING AS RECORDED IN PLAT BOOK 52 PAGES 37 THROUGH 47; AMONG THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO A POINT; THENCE DEPART AND RUN PERPENDICULAR TO SAID WEST LINE S 88°34'02" E A DISTANCE OF 1586.88 FEET TO AN ANGLE POINT ON THE CENTERLINE OF AN EXISTING 12" WIDE LEE COUNTY UTILITIES WATER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2400 AT PAGE 2459; THENCE S 03°26'00" W A DISTANCE OF 8.81 FEET ALONG SAID RECORDED CENTERLINE TO A POINT; THENCE DEPART SAID RECORDED CENTERLINE S 88°34'00" E A DISTANCE OF 6.00 FEET TO THE EASTERN EDGE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THE HEREBY DESCRIBED WATERLINE EASEMENT; THENCE DEPART SAID EASTERN EDGE OF SAID RECORDED EASEMENT AND RUN THE FOLLOWING COURSES AND DISTANCES:

S 88°34'00" E A DISTANCE OF 34.23 FEET; S 54°13'23" E A DISTANCE OF 22.89 FEET; S 35°46'37" W A DISTANCE OF 12.00 FEET; N 54°13'23" W A DISTANCE OF 19.41 FEET; N 86°34'00" W A DISTANCE OF 30.75 FEET TO A POINT ON THE AFORESAID EASTERN EDGE OF SAID RECORDED EASEMENT; THENCE N 03°26'00" E A DISTANCE OF 12.00 FEET ALONG SAID EASTERN EDGE OF SAID EASEMENT TO THE POINT OF BEGINNING, CONTAINING 643.68 SQUARE FEET MORE OR LESS.

BEARINGS SHOWN HERON ARE BASED UPON THE WEST LINE OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST AS SHOWN ON THE PLAT OF "MERCHANTS CROSSING" AS RECORDED IN PLAT BOOK 52, PAGES 37 - 47; AMONG SAID RECORDS SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

LINE TABLE

LINE	LENGTH	BEARING
L1	6.81	S03°26'00" W
L2	6.00	S88°34'00" E
L3	34.23	S88°34'00" E
L4	22.89	S54°13'23" E
L5	12.00	S12°00'00" E
L6	18.81	S86°34'00" W
L7	30.75	N86°34'00" W
L8	12.00	N03°26'00" E

P.O.C.
 SOUTHWEST CORNER
 SECTION 34,
 TOWNSHIP 43 SOUTH,
 RANGE 24 EAST

I HEREBY CERTIFY TO:

AVALON ENGINEERING, INC.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 JAMES J. BURCH
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 5227

• SKETCH & DESCRIPTION
 • THIS IS NOT A SURVEY •

SHEET 1 OF 3

<p>D.R.M.P.</p> <p>OYER, RIDDLE, MILLS & PRECOURT</p> <p>2223 MCGREGOR BOULEVARD, FT. MYERS, FLORIDA 33801</p> <p>PHONE: (238)-337-1100 FAX: (238)-337-0173</p> <p>LB 2648</p>	PREPARED FOR: AVALON ENGINEERING, INC.	REVISIONS:	DATE:
	FILE: MERCHANTS-CROSSING	F.B./PAGE: N/A	
	SCALE: 1" = 30'	DATE: OCTOBER 3, 2005	

COPY

A WATERLINE EASEMENT, 12 FEET IN WIDTH, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

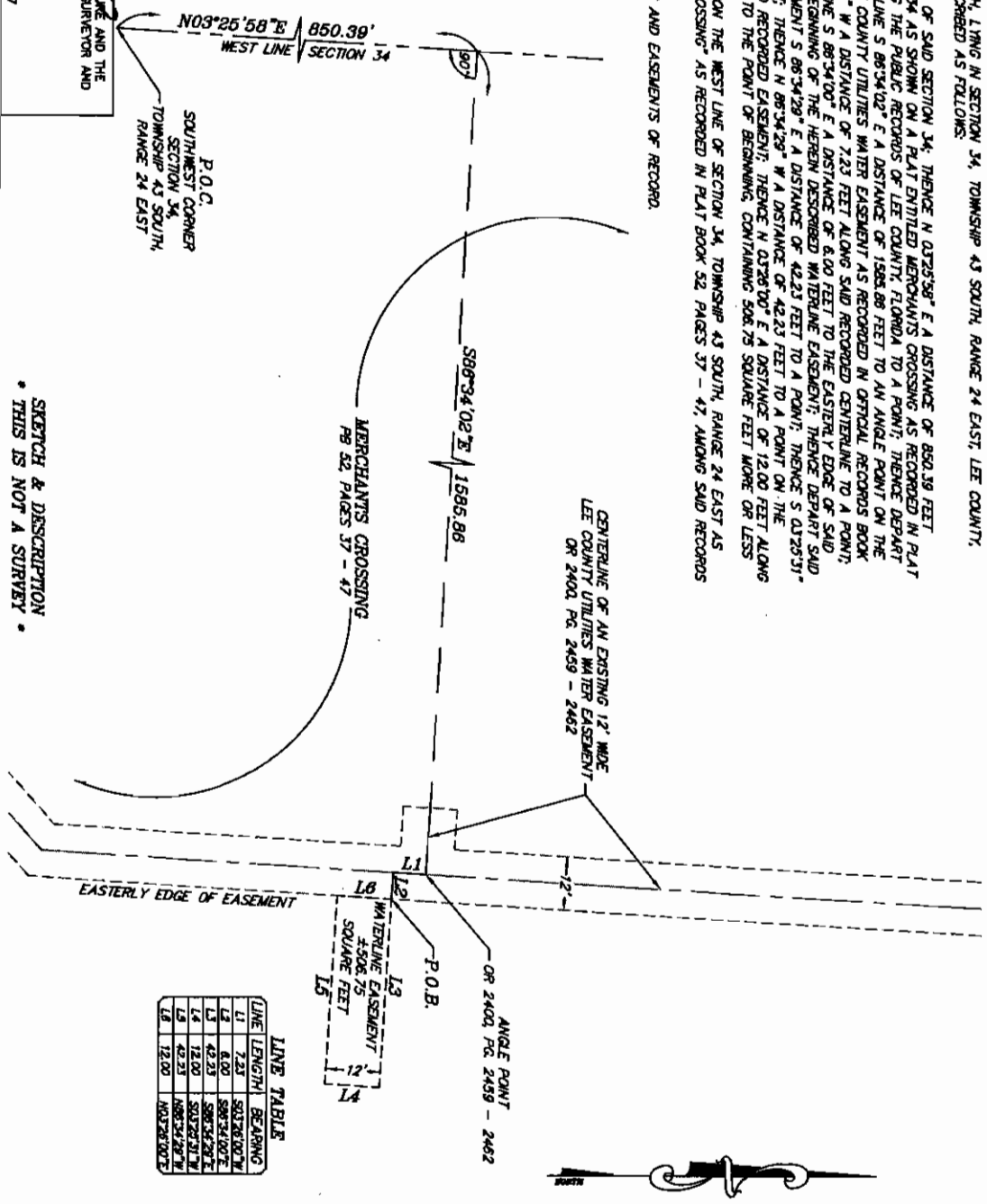
LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N 03°25'58" E A DISTANCE OF 850.39 FEET ALONG THE WEST LINE OF SAID SECTION 34 AS SHOWN ON A PLAT ENTITLED MERCHANTS CROSSING AS RECORDED IN PLAT BOOK 52 PAGES 37 THROUGH 47; AMONG THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO A POINT; THENCE DEPART AND RUN PERPENDICULAR TO SAID WEST LINE S 86°34'02" E A DISTANCE OF 1585.88 FEET TO AN ANGLE POINT ON THE CENTERLINE OF AN EXISTING 12" WIDE LEE COUNTY UTILITIES WATER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2400 AT PAGE 2459; THENCE S 03°28'00" W A DISTANCE OF 723 FEET ALONG SAID RECORDED CENTERLINE TO A POINT; THENCE DEPART SAID RECORDED CENTERLINE S 86°34'00" E A DISTANCE OF 6.00 FEET TO THE EASTERLY EDGE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED WATERLINE EASEMENT; THENCE DEPART SAID EASTERLY EDGE OF SAID RECORDED EASEMENT S 86°34'28" E A DISTANCE OF 42.23 FEET TO A POINT; THENCE S 03°25'51" W A DISTANCE OF 12.00 FEET TO A POINT; THENCE N 86°34'28" W A DISTANCE OF 42.23 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY EDGE OF SAID RECORDED EASEMENT; THENCE N 03°26'10" E A DISTANCE OF 12.00 FEET ALONG SAID EASTERLY EDGE OF SAID EASEMENT TO THE POINT OF BEGINNING, CONTAINING 506.75 SQUARE FEET MORE OR LESS BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST AS SHOWN ON THE PLAT OF MERCHANTS CROSSING AS RECORDED IN PLAT BOOK 52 PAGES 37 - 47; AMONG SAID RECORDS SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

LEGEND:
 OR - OFFICIAL RECORDS BOOK
 PG. - PAGE
 NO. - NUMBER
 P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING

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 JAMES G. BUNCH
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 5827



LINE TABLE

LINE	LENGTH	BEARING
L1	723	S03°28'00\"
L2	6.00	S86°34'00\"
L3	42.23	S86°34'28\"
L4	12.00	S03°25'51\"
L5	42.23	N86°34'28\"
L6	12.00	N03°26'10\"

SKETCH & DESCRIPTION
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SHEET 1 OF 3

D.R.M.P. DYER, RIDDLE, MILLS & PRECOURT 2223 MOOREBORO BOULEAVARD, FT. MYERS, FLORIDA 33901 PHONE: (888)-337-1108 FAX: (239)-337-0173 LB 2648	PREPARED FOR: AVALON ENGINEERING, INC.	REVISIONS:	DATE:	
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