

11. CONSENT AGENDA

- e. RESOLUTION 11-029 ACCEPTING A PERPETUAL UTILITY EASEMENT; BILL OF SALE AND AFFIDAVIT OF NO LIEN FOR THE EXTENSION OF A FORCEMAIN; AND A WASTEWATER COLLECTION, TRANSMISSION AND MAINTENANCE AGREEMENT AND EASEMENT FOR PRIVATE FACILITIES CONNECTED TO PUBLIC SEWER; FROM GARY L. McKNIGHT OR SANDRA E. McKNIGHT, AUTHORIZING THE CITY CLERK TO RECORD SAME IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE**

CITY OF SANIBEL

RESOLUTION NO. 11-029

A RESOLUTION ACCEPTING A PERPETUAL UTILITY EASEMENT; BILL OF SALE AND AFFIDAVIT OF NO LIEN FOR THE EXTENSION OF A FORCEMAIN; AND A WASTEWATER COLLECTION, TRANSMISSION AND MAINTENANCE AGREEMENT AND EASEMENT FOR PRIVATE FACILITIES CONNECTED TO PUBLIC SEWER; FROM GARY L. McKNIGHT OR SANDRA E. McKNIGHT, AUTHORIZING THE CITY CLERK TO RECORD SAME IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida:

Section 1. The Wastewater Collection and Transmission System Easements for sanitary sewer utility purposes for the Sanibel Sewer System Expansion Project Phase 4; a Bill of Sale and Affidavit of No Lien, and a Wastewater Collection, Transmission and Maintenance Agreement and Easement, are hereby accepted, and the City Clerk is authorized to record the originals of the said easements in the Official Records of Lee County, Florida.

Section 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 15th day of March, 2011.

AUTHENTICATION:

Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: *Kenneth B. Cuyler* 3/8/11
Kenneth B. Cuyler, City Attorney Date

Vote of Council members:

Date filed with City Clerk: _____



City of Sanibel
COUNCIL AGENDA ITEM SUMMARY

(This form must be sent via e-mail)
 pamela.smith@mysanibel.com

AGENDA	
Section	
Item No.	

Meeting Date
March 15, 2011

SUBJECT:

A resolution accepting Utility documents and authorizing the City manager to record same.

DEPT/OFFICE: Public Works Department

ITEM REQUESTED: (With Proper Title for Agenda) <input type="checkbox"/> Report Council <input type="checkbox"/> Council Action <u>XXX</u>	
<p>A RESOLUTION ACCEPTING A PERPETUAL UTILITY EASEMENT; BILL OF SALE AND AFFIDAVIT OF NO LIEN FOR THE EXTENSION OF A FORCEMAIN; AND A WASTEWATER COLLECTION, TRANSMISSION AND MAINTENANCE AGREEMENT AND EASEMENT FOR PRIVATE FACILITIES CONNECTED TO PUBLIC SEWER; FROM GARY L. McKNIGHT OR SANDRA E. McKNIGHT, AUTHORIZING THE CITY MANAGER TO RECORD SAME IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.</p>	
Summary Explanation and Background (attach additional sheet for background only)	
<p>The owners of the property at 4381 West Gulf Drive have constructed a private liftstation and connected to the City's public sewer system at the public right-of-way in the West Gulf Drive cul-de-sac as a part of home addition. The Perpetual Utility Easement will allow staff to extend the forcemain past their property for the remaining homeowners west that are a part of Phase 4 Expansion project. The Bill of Sale transfers ownership of the extended forcemain in the road easement. The Transmission and Maintenance Agreement and Easement will allow us to make emergency repairs in the event the homeowners could not be contacted.</p>	
Exhibits Attached: Resolution and Exhibit (subject to change)	
<ol style="list-style-type: none"> 1. Resolution 2. Perpetual Utility Easement 3. Bill of Sale 4. Wastewater Collection, Transmission and Maintenance Agreement 	
Contract/Agreement/Resolution/Ord. (if attached): Reviewed by City Attorney - Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Resolution required and attachments currently under review by City Attorney.	
City Manager's Office	Department

This Instrument Was Prepared By and Return To:

A-5

Kenneth B. Cuyler
City Attorney
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957

Parcel strap # 29-46-22-T1-00003.0000

PERPETUAL UTILITY EASEMENT

THIS INDENTURE, made this 17th day of FEBRUARY, 2011 by and between **Gary L. McKnight and Sandra E. McKnight, husband and wife**, (hereinafter referred to as "Grantor(s)"), and the **City of Sanibel, a Florida municipal corporation**, located in Lee County, Florida (hereinafter referred to as "Grantee"), the mailing address of which is 800 Dunlop Road, Sanibel, Florida, 33957.

WITNESSETH, that the Grantor(s), for and in consideration, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant and convey to the Grantee, its successor and assigns, a perpetual easement to use, operate, construct, install, maintain, repair, replace, renew and extend a wastewater collection, transmission, and reclaimed water system (as more particularly hereinafter described, the "System") on, over, under and across the following described land situate, lying and being in the City of Sanibel, Lee County, Florida, to-wit:

The property described on **Exhibit A**
attached hereto and made a part hereof

For the purposes hereof, the term "System" includes, without limitation, all manholes, pipes, lines, valves, service connections and other public wastewater collection, transmission, pump station and reclaimed water facilities.

This Easement includes a reasonable right of ingress and egress, vehicular and pedestrian, for the purposes of using, operating, constructing, installing, maintaining, repairing, replacing, renewing and extending the System on, over and across the adjacent and nearby properties of the Grantor(s), including specifically, without limitation, all such portions of the Grantor(s)'s property constituting a roadway. In all cases, the Grantee shall have and retain title to the System.

This Easement includes, without limitation, the easement and right to trim and remove roots, trees, shrubs, bushes, plants, fences and other improvements and obstructions on and under the surface of the Easement Area and to keep same clear of any obstructions from time to time. Grantee shall, from time to time, repair damage to pavement, shell, curbs, vegetation, sod, and other amenities occurring as a result of any exercise by Grantee of its easement and other rights hereunder.

Grantor(s) covenant(s) that Grantor(s) is/are lawfully seized and possessed of the Easement Area, having good and lawful right and power to sell and convey said easement and, subject to existing easements and mortgages recorded in the Public Records of Lee County, Florida. Grantor(s) will forever warrant and defend the title and terms of this Easement and the quiet possession thereof against all claims and demands of all others.

This Easement Agreement shall be binding upon, and inure to the benefit of, the Grantor(s) and Grantee and their respective heirs, personal representatives, successors and assigns. It is specifically understood that Grantee may assign and transfer this Easement to another party which hereafter owns and/or operates the System and that such assignment or transfer shall not be deemed to terminate or impair the easement and other rights granted herein.

IN WITNESS WHEREOF, the Grantor(s) has set his/her/their hand and seal on the day and year first above written.

Witnesses:

GRANTOR:

x ~~Heidi Simmonds Short~~
1st Witness
Heidi Simmonds Short
Print Name

Gary L. McKnight
Gary L. McKnight

x Sheryl Tatum
2nd Witness
Sheryl Tatum
Print Name

Witnesses:

GRANTOR:

x ~~Heidi Simmonds Short~~
1st Witness
Heidi Simmonds Short
Print Name

Sandra E. McKnight
Sandra E. McKnight

x Sheryl Tatum
2nd Witness
Sheryl Tatum
Print Name

STATE OF FL)
COUNTY OF Lee)

The following instrument was acknowledged before me this 17th day of February, 2011 by **Gary L. McKnight and Sandra E. McKnight**, Grantor(s).

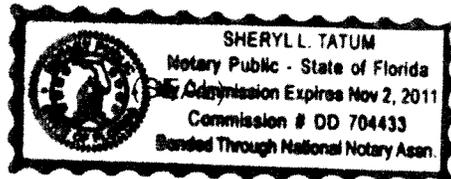
He/She/They're personally known to me or have produced _____ as identification.

Sheryl L. Tatum
Print Name: Sheryl Tatum

Notary Public - State of Florida

Commission No.: DD 704433

My Commission Expires: 11/2/11



PUBLIC UTILITY EASEMENT

A driveway and utility easement 20 feet wide in Government Lot 2, Section 29, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida lying 10 feet on each side of the following described centerline:

From the Permanent Reference Monument (P.R.M.) marking the Westerlymost corner of Seagate as shown on Sheet 2 of plat recorded in Plat Book 30 beginning at page 137, Lee County Records run South $37^{\circ} 02' 10''$ West for 66.23 feet to a concrete monument on the Southwesterly line of Gulf Drive (66 feet wide) and Easterlymost corner of lands described in deed to Cochran recorded in Deed Book 229 at page 330 of said public records; thence run North $52^{\circ} 55' 00''$ West along the Northeasterly line of said lands and the Southwesterly line of Gulf Drive as described in deed recorded in deed Book 316 at page 95 of said public records for 600.00 feet to the Northerlymost corner of Lot 6 in the Unrecorded Lane Subdivision; thence continue North $52^{\circ} 55' 00''$ West along the northeasterly line of lands described in deed to Suiter recorded in Deed Book 232 at page 64 said public records for 100.00 feet; Thence continue North $52^{\circ} 55' 00''$ West along the Northeasterly line of lands described in deed to McKnight recorded in Official Record Book 1766 at page 2977 said public records for 100.00 feet; thence run North $37^{\circ} 05' 00''$ East, perpendicular to said Northeasterly line for 20.40 feet to the Point of Beginning.

From said Point of Beginning run along said centerline North $52^{\circ} 52' 41''$ West for 11.32 feet to a point of curvature, Northwesterly along an arc of a curve to the right of radius 30.00 (chord bearing North $37^{\circ} 30' 45''$ West) (chord 15.90 feet) ($\Delta 30^{\circ} 43' 51''$) for 16.09 feet to a point of tangency, North $22^{\circ} 08' 49''$ West for 8.24 feet to a point of curvature, Northwesterly along an arc of a curve to the left of radius 26.36 feet (chord bearing North $42^{\circ} 19' 33''$ West) (chord 18.19 feet) ($\Delta 40^{\circ} 21' 26''$) for 18.57 feet to a point of reverse curvature, Northwesterly along an arc of a curve to the right of radius 59.06 feet (chord bearing North $57^{\circ} 06' 16''$ West) (chord 11.12 feet) ($\Delta 10^{\circ} 48' 00''$) for 11.13 feet to a point of tangency, North $51^{\circ} 42' 15''$ West for 10.99 feet to a point of curvature, Northwesterly along an arc of a curve to the left of radius 785.77 (chord bearing North $52^{\circ} 41' 54''$ West) (chord 27.27 feet) ($\Delta 01^{\circ} 59' 17''$) for 27.27 feet to a point of compound curvature, Northwesterly along an arc of a curve to the left of radius 40.77 feet (chord bearing North $64^{\circ} 42' 17''$ West) (chord 15.57 feet) ($\Delta 22^{\circ} 01' 29''$) for 15.67 feet to a point of reverse curvature, Northwesterly along an arc of a curve to the right of radius 43.89 feet (chord bearing North $65^{\circ} 28' 17''$ West) (chord 15.61 feet) ($\Delta 20^{\circ} 29' 30''$) for 15.70 feet to a point of tangency, North $55^{\circ} 13' 32''$ West for 3.77 feet to a point of curvature, Northwesterly along an arc of a curve to the right of radius 25.85 feet (chord bearing North $36^{\circ} 18' 48''$ West) (chord 16.75 feet) ($\Delta 37^{\circ} 49' 27''$) for 17.06

(continued)

EXHIBIT A

feet to a point of reverse curvature, Northwesterly along an arc of a curve to the left of radius 32.27 feet (chord bearing North 32° 44' 45" West) (chord 17.08 feet) (delta 30' 41' 21") for 17.28 feet to a point of tangency, North 48° 05' 26" West for 19.05 feet to a point of curvature, Northwesterly along an arc of a curve to the left of radius 89.00 feet (chord bearing North 52° 27' 41" West) (chord 13.57 feet) (delta 08° 44' 31") for 13.58 feet to a point designated "E", Northwesterly continuing along the arc of a curve to the left of radius 89.00 feet (chord bearing North 61° 09' 56" West) (chord 13.45 feet) (delta 08° 39' 59") for 13.46 feet to a point of reverse curvature, Northwesterly along an arc of a curve to the right of radius 138.66 feet (chord bearing North 59° 53' 12" West) (chord 27.12 feet) (delta 11° 13' 26") for 27.16 feet to a point of tangency, North 54° 16' 29" West for 8.45 feet to a point of curvature, Northwesterly along an arc of a curve to the left of radius 30.00 feet (chord bearing North 68° 20' 56" West) (chord 14.59 feet) (delta 28° 08' 54") for 14.74 feet to a point of tangency, North 82° 25' 23" West for 18.30 feet to a point of curvature and Northwesterly along an arc of a curve to the right of radius 100.44 feet (chord bearing North 75° 45' 07" West) (chord 23.34 feet) (delta 13° 20' 33") for 23.39 feet to the Northwesterly end of Gulf Drive as described in deed recorded in Deed Book 316 at page 95 and the end of the herein described centerline, the Northerly and Southerly lines of said easement shortening and lengthening respectively to said Northwesterly line.

AND

From the hereinabove described point designated "E" run North 37° 05' 00" East for 10.00 feet to the Northeasterly line of the hereinabove described driveway and utility easement (20 feet wide) and the Point of Beginning of a driveway and utility easement transitioning in width from 20 feet each side of the following described centerline down to 10 feet each side of the following described centerline.

From said Point of Beginning continue North 37° 05' 00" East for 10.00 feet to the Northerly end of said easement transitioning in width; thence continue North 37° 05' 00" East along the centerline of a driveway and utility easement (20 feet wide) for 20.00 feet to the end of the herein described centerline at a point designated "F", the Northwesterly and easterly lines of the transitional portion of said easement extending and shortening as necessary to the Northeasterly line of the hereinabove driveway and utility easement (20 feet wide).

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

**BILL OF SALE AND
AFFIDAVIT OF NO LIEN**

KNOW ALL MEN BY THESE PRESENTS, that **Gary L. McKnight and Sandra E. McKnight**, the owners of the wastewater collection facilities constructed in the public utility easements and road rights-of-way, located in the West Gulf Drive Extension, party of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) lawful money of the United States, to it paid by the City of Sanibel, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its successors and assigns, the following goods and chattels:

The wastewater collection system and appurtenances all in road right-of-way and public utility easements from 4381 West Gulf Drive east to the West Gulf Drive cul-de-sac including the following assets:

ITEM	Size	Quantity	Unit
Forcemain Appurtenances	2"	180	feet

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

AND, Gary L. McKnight and Sandra E. McKnight, for itself and its heirs, executors, and administrators, covenants to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free of all encumbrances; that all suppliers, material men, laborers and contractors involved in the construction of wastewater facilities at the above location have been paid in full and that no liens or claims exist with regard to said wastewater facilities; that it has good right to sell the same aforesaid; and that it will warrant and defend the sale of said property, goods and chattels hereby made, unto the said party of the second part, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned officer has hereunto set his/her hand and seal this 17th day of February, ~~2009~~ 2011

Witnesses

Shirley Brewer
1st Witness

JL Tatum
2nd Witness

Gary L. McKnight

[Signature]

Witnesses

Shirley Brewer
1st Witness

JL Tatum
2nd Witness

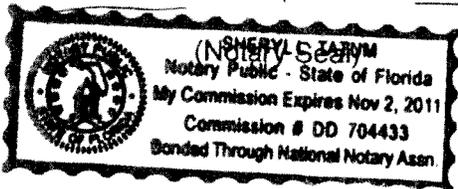
Sandra E. McKnight

[Signature]

STATE OF FLORIDA)
COUNTY OF LEE)

The following instrument was acknowledged before me this 17th day of February 2011 by Gary & Sandra McKnight, Grantor(s). He/She/They're personally known to me or have produced _____ as identification.

[Signature]
Print Name: Sheryl Tatum
Notary Public - State of Florida



Return to:
TIMOTHY J. MURTY, ESQ.
1633 Periwinkle Way, Suite A
Sanibel, Florida 33957

This Instrument Prepared By:
TIMOTHY J. MURTY, ESQ.
1633 Periwinkle Way, Suite A
Sanibel, Florida 33957
239-472-1000
Florida Bar No. 527564

**WASTEWATER COLLECTION, TRANSMISSION AND
MAINTENANCE AGREEMENT AND EASEMENT**

THIS INDENTURE, made this 17th day of February, ~~2009~~ ²⁰¹¹, by and between GARY L. McKNIGHT and SANDRA E. McKNIGHT (hereinafter referred to as "Grantors"), whose mailing address is 4381 West Gulf Drive, Sanibel, Florida 33957, and the CITY OF SANIBEL, a Florida municipal corporation, located in Lee County, Florida (hereinafter referred to as "Grantee"), whose mailing address is 800 Dunlop Road, Sanibel, Florida 33957.

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Grantors, for themselves, their heirs, executors, successors and assigns, agree to install, at Grantors' sole expense a one and one-quarter (1¼) inch lateral wastewater transmission system from the existing residence located at 4381 West Gulf Drive, Sanibel, Florida, and more fully described in Exhibit "A", attached hereto and made a part hereof, to a two (2) inch force main wastewater line to be located within the ingress-egress easement right-of-way known as West Gulf Drive Extension. Grantors shall, for themselves, their heirs, successors and assigns, install a two (2) inch force main wastewater transmission line from the juncture of the aforescribed lateral line to said force main to the existing gravity wastewater line located at the western terminus of West Gulf Drive, substantially as depicted on Exhibit "B", attached hereto and made a part hereof. Grantor shall, by Bill of Sale, transfer ownership of all of that portion of the above-described system lying outside of the property described in Exhibit "A" to the Grantee who shall assume full ownership and maintenance responsibility for that portion of the system described therein. The wastewater transmission system on the property described in Exhibit "A" shall be permanently augmented by a grinder pump station manufactured and installed to the Grantee's specifications by Grantor.

2. Grantors, their heirs, executors, successors and assigns, shall be responsible for the installation, maintenance and replacement of that portion of the above-described wastewater transmission system located on the real property described in Exhibit "A" and shall install, maintain and replace the system in accordance with the terms and conditions of City of Sanibel Development Permit Number 09- _____.

3. In the event that any portion of the wastewater system located on the real property described in Exhibit "A" should fail to operate as designed, the Grantee is authorized to make any and all repairs and perform maintenance on the wastewater system located thereon if the Grantor, their heirs, executors, successors and assigns fail to so do in a timely manner and the Grantee shall have the right to impose and enforce assessments and liens for the cost of said repairs and maintenance.

4. The Grantors grant and convey to Grantee, its successors and assigns, a non-exclusive perpetual easement for ingress and egress, vehicular and/or pedestrian, for the purpose of maintaining, repairing and replacing that portion of the wastewater transmission system over and across the existing or relocated driveway serving the residence located on the real property described in Exhibit "A", together with a twenty (20) foot wide easement lying ten (10) feet on either side of the aforescribed one and one-quarter (1¼) inch water line. This easement granted herein includes, without limitation, the right to trim and remove roots, trees, shrubs, bushes, plants and other improvements and obstructions on and under the surface of the easement. Grantee shall repair damage to pavement, vegetation, sod and other amenities and structures occurring as a result of any exercise by Grantee of its easement or other rights hereunder.

5. Grantee covenants that Grantors are lawfully seized and possessed of the real property, including the easement area, having good and lawful right and power to sell and convey said easement and will warrant and defend the title and terms of this easement against all claims and demands of others.

6. Grantors, their heirs, executors, successors and assigns, and Grantee, for its successors and assigns, agree that the real property described in Exhibit "A" shall not be required to connect to the Sanibel Sewer System as presently proposed under Phaser 4 of the Sanibel Sewer System Expansion Plan. Grantor further acknowledges and agrees, for themselves, their heirs, executors, successors and assigns, that the Grantors will, upon being granted all necessary municipal permits for the installation of the wastewater treatment line, be solely responsible for all costs should they or any successor in title to the real property described in Exhibit "A", elect to connect the property to the Phase 4 Sanibel Sewer System Expansion.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

IN WITNESS WHEREOF, the Grantor(s) has set his/her/their hand and seal on the day and year first above written.

Witnesses:

GRANTOR:

x Heidi Simmonds Short
1st Witness

Gary L. McKnight
Gary L. McKnight

Heidi Simmonds Short
Print Name

x Sheryl Tatum
2nd Witness

Sheryl Tatum
Print Name

Witnesses:

GRANTOR:

x Heidi Simmonds Short
1st Witness

Sandra E. McKnight
Sandra E. McKnight

Heidi Simmonds Short
Print Name

x Sheryl Tatum
2nd Witness

Sheryl Tatum
Print Name

STATE OF FL)
COUNTY OF Lee)

The following instrument was acknowledged before me this 17th day of February, 2010 by **Gary L. McKnight and Sandra E. McKnight**, Grantor(s).

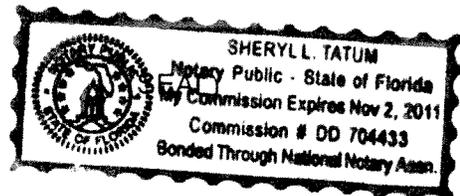
He/She/They're personally known to me or have produced _____ as identification.

Sheryl L. Tatum
Print Name: Sheryl Tatum

Notary Public - State of Florida

Commission No.: DD 704433

My Commission Expires: 11/2/11



S:\20076797 - Buildings\Sketches\20076797 - Sketch - Sewer Easement.dwg (1/24/2011) 1:50pm

6
LANE-COCHRAN SUBDIVISION
(PB 44, PG 55)

29-46-22-11-00000 0060
(INSTR. NO. 2006000364878)

WEST LINE OF LOT 6

20' ROADWAY AND UTILITY EASEMENT
(OR 2013, PG 4511)

N37°03'42"E
16.70'

POB DESC.
SW CORNER OF LOT 6
(PB 44, PG 55)
N37°03'42"E
3.82'

29-46-22-11-00004 0000
(OR 3930, PG 969)

EAST LINE OF
(OR 1766, PG 2977)

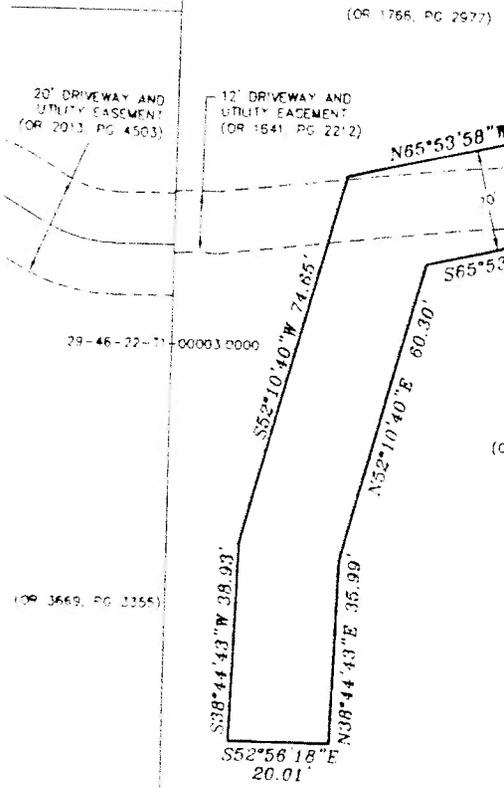
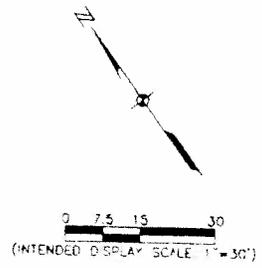
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES OF THE NORTH AMERICAN DATUM ON 1983, (CORS 1996 ADJUSTMENT), FLORIDA WEST ZONE WHEREIN THE WEST LINE OF LOT 6 OF THE LANE-COCHRAN SUBDIVISION AS RECORDED IN PLAT BOOK 44, PAGE 55, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEARS NORTH 37°03'42" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POB = POINT OF BEGINNING.
4. DESC. = DESCRIPTION
5. OR = OFFICIAL RECORDS BOOK
6. PG = PAGE
7. PB = PLAT BOOK
8. INSTR. = INSTRUMENT
9. NO. = NUMBER
10. PARCEL CONTAINS 3,286 SQUARE FEET (0.08 ACRES) MORE OR LESS
11. DESCRIPTION ATTACHED

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JAN 24 2011
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



20' WIDE SEWER EASEMENT
PARCEL IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 22 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0045
FAX (239) 334-3661
E.B. #542 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/20/11	20076797	29-46-22	1"=30'	1 OF 2

January 20, 2011

DESCRIPTION

**20 FOOT WIDE SEWER LINE EASEMENT
LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 22 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 29, Township 46 South, Range 22 East, Lee County, Florida, which tract or parcel is more particularly described as follows:

Beginning at the southwest corner of Lot 6 as shown on the Plat of Lane-Cochran Subdivision, recorded in Plat Book 44, page 55, public records of Lee County, Florida, thence North 37°03'42" East on the west line of said Lot 6 for 16.70 feet; thence North 65°53'58" West departing said west line for 67.69 feet; thence South 52°10'40" West for 74.65 feet; thence South 38°44'43" West for 38.93 feet; thence South 52°56'18" East for 20.01 feet; thence North 38°44'43" East for 35.99 feet; thence North 52°10'40" East for 60.30 feet; thence South 65°53'58" East for 51.09 feet to an intersection with the east line of a parcel as recorded in Official Records Book 1766, page 2977, said public records; thence North 37°03'42" East on said east line for 3.82 feet to the Point of Beginning.

Parcel contains 3,286 square feet (0.08 acres), more or less.

Bearings mentioned hereon are based on State Plane Coordinates of the North American Datum of 1983, (Cors 1996 adjustment), Florida west zone wherein the west line of Lot 6 of the Lane-Cochran Subdivision as recorded in Plat Book 44, page 55, public records of Lee County, Florida, bears North 37°03'42" East.