

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20030079-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution and recording of three (3) Utility Easements as a donation of a water distribution system and a gravity collection system serving **CALOOSA CREEK**. This is a developer contributed asset project located on the south side of Linton Road, between Cook Road and John Morris Road.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to the recently constructed residential development.

WHAT ACTION ACCOMPLISHES: Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 1

C10C

3. MEETING DATE: 02-11-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res., 3 Easements

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director

S. Dy

DATE: 1/23/03

7. BACKGROUND:


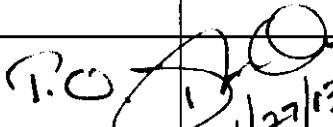


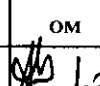
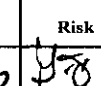
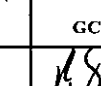

The Board granted permission to construct on 01/15/02, Blue Sheet #20011364. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed. Satisfactory closed circuit television inspection of the gravity collection system has been performed. As-builts have been provided. Engineer's Certification of Completion has been provided---copy attached. Project location map---copy attached. Warranty has been provided---copy attached. Waiver of Lien has been provided---copy attached. Certification of Contributory Assets has been provided---copy attached. 100% of the connection fees have been paid.

Funds for recording fees are available in Account No. OD5360748700.504930.

SECTIONS 35 TOWNSHIP 45S RANGE 23E DISTRICT #1 COMMISSIONER JANES

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
 J. Lavender Date: <u>1-23-03</u>	N/A Date: _____	N/A Date: _____	 T. Osterhout Date: <u>1-23</u>	 D. Owen Date: <u>1/27/03</u>	 1/28/03	 1/27/03	 01/27/03	 1/27/03	 J. Lavender Date: <u>1-23-03</u>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: 1/24/03

Time: 11:00 AM

Forwarded To: Budget

1/27/03 10:28 AM

RECEIVED BY COUNTY ADMIN.

1-27-03

10:45

COUNTY ADMIN. FORWARDED TO:

1-28-03 5:00

COPY

LETTER OF COMPLETION

DATE: September 5, 2002

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

Gentlemen:

This is to certify that the **water** distribution **and** / or **sewer** collection system (s) located in _____

Caloosa Creek

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

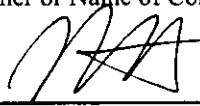
Upon completion of the work, we observed the following successful tests of the facilities: Water Main Pressure Test
-- Low Pressure Sewer Test

Very truly yours,

Michael L. Shannon, P.E.

Banks Engineering, Inc.

(Owner or Name of Corporation)

 9/9/02

(Signature)

General Manager

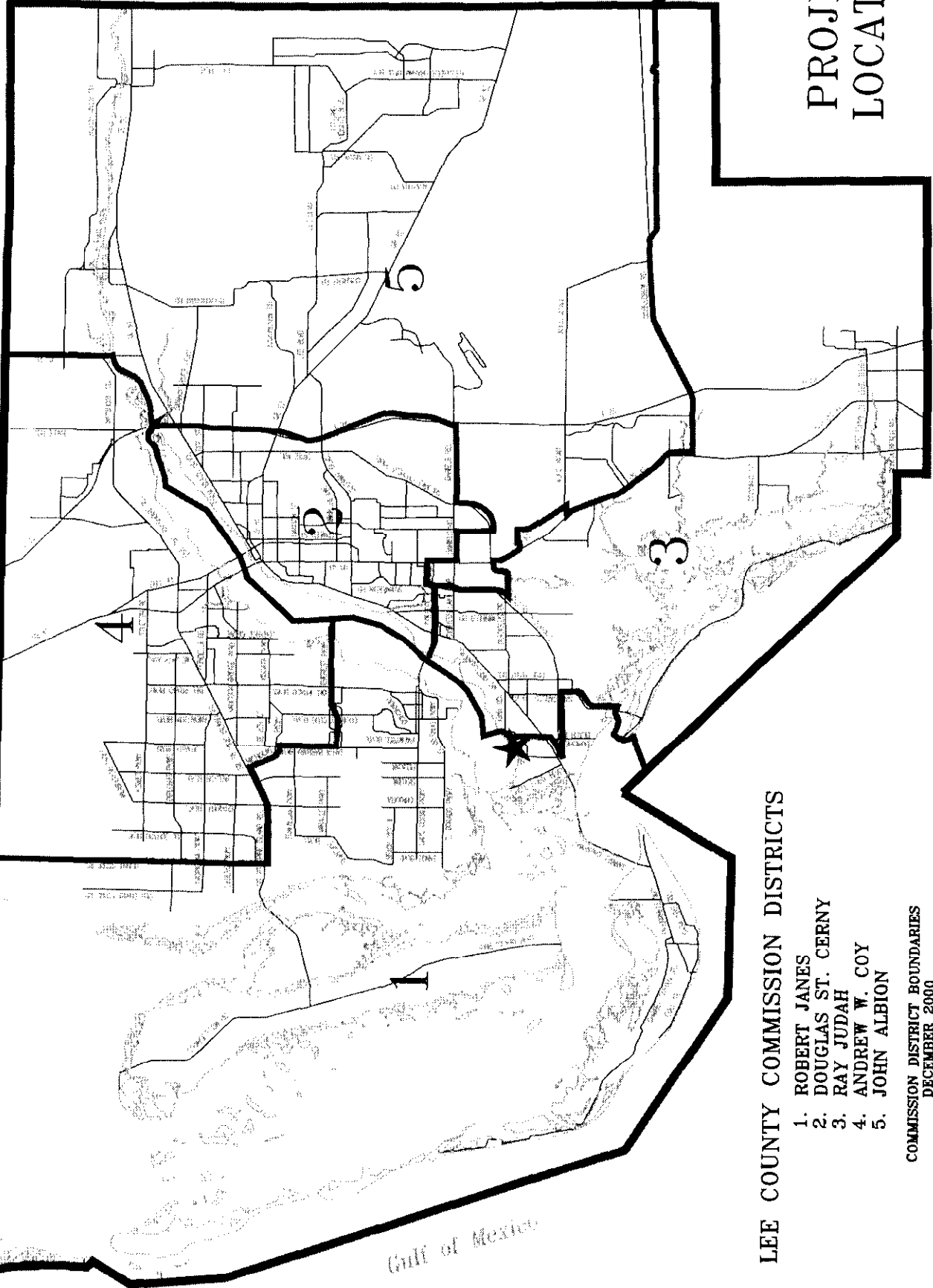
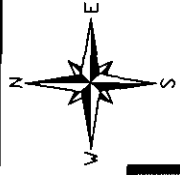
(Title)

(SEAL OF ENGINEERING FIRM)

7/1/96

SEP 24 REC'D

CALOOSA CREEK RESIDENTIAL DEVELOPMENT
35-45-23-13-00000.000A
COMMISSION DISTRICT #1 - JANES



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

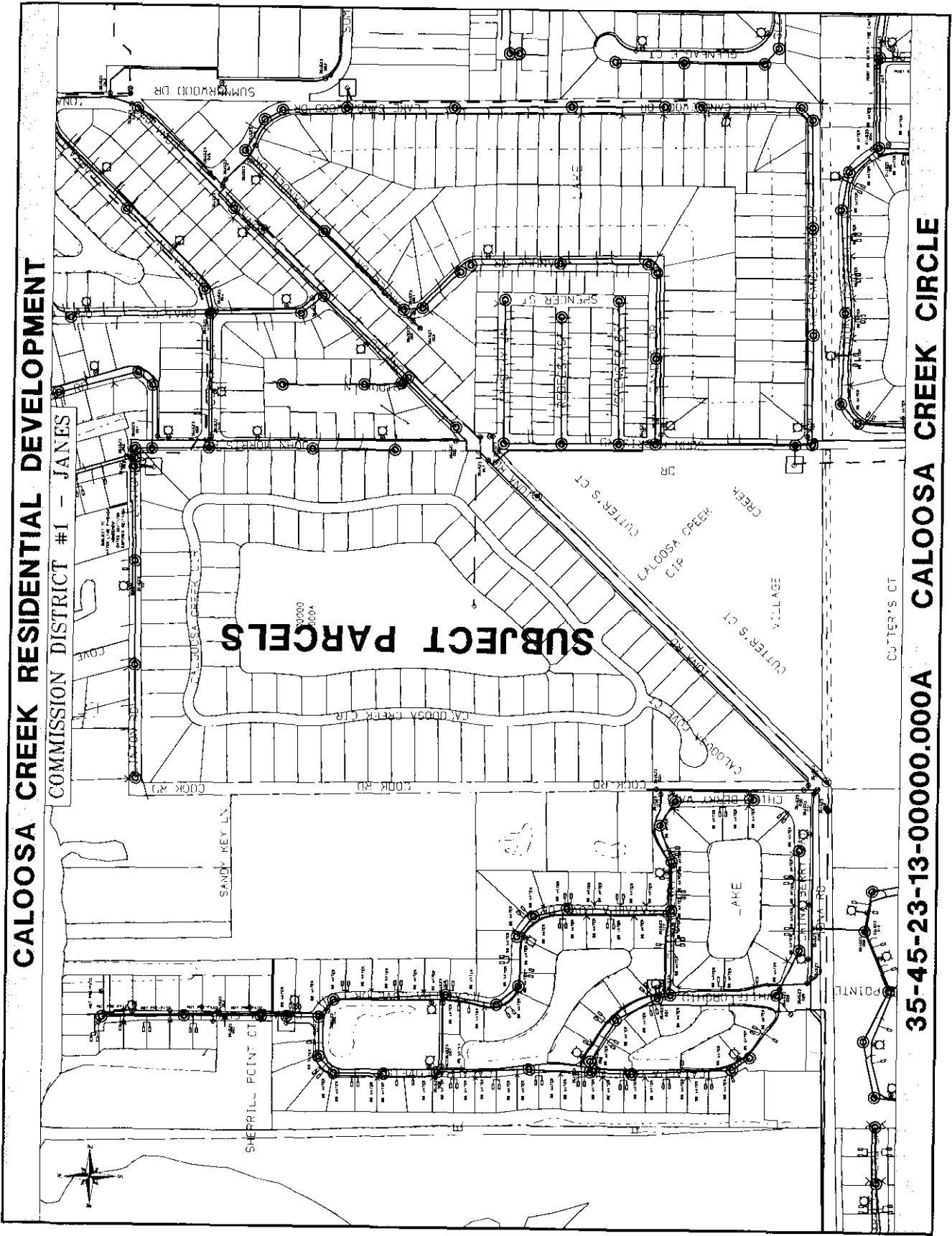
Gulf of Mexico

CALOOSA CREEK RESIDENTIAL DEVELOPMENT

COMMISSION DISTRICT #1 - JANES

SUBJECT PARCELS

35-45-23-13-00000.000A CALOOSA CREEK CIRCLE



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development): CALOOSA CREEK
13160 IONA ROAD FORT MYERS, FL 33908

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.

HASKINS INC
(NAME OF OWNER OR CONTRACTOR)

BY: [Signature]
(SIGNATURE & TITLE)
JOEL CHAMBERS, OPERATIONS MANAGER

STATE OF FLORIDA)
COUNTY OF LEE) SS:

The foregoing instrument was signed and acknowledged before me this 16th day of September, 2002 by JOEL CHAMBERS who has produced
(Print or Type Name)

Known To Me as identification, and who (did) ~~(did not)~~ take an oath.
(Type Of Identification and Number)

[Signature]
Notary Public Signature

Audrey G. Hix
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)

LCDUOPMAN - July 1, 1996 - Sect 11

AUDREY G. HIX
Notary Public, State of Florida
My comm. exp. Mar. 13, 2006
Comm. No. DD 008234

WARRANTY
PROJECT NAME
warranty.doc

PAGE 1 OF 1
S:\admin\Permits\LC-Utilities\Applications\xxxx-LCU-

SEP 24 REC'D

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of ONE HUNDRED TWENTY ONE THOUSAND THREE (\$ 121,312.65) HUNDRED TWELVE AND 65/100 DOLLARS hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to LEE MAR BUILDING & CONSTRUCTION CORP. (insert the name of your customer)

on the job of CREEKSIDE DEVELOPMENT OF LEE COUNTY, INC to the following (insert the name of the owner)

described property: CALOOSA CREEK (Name of Development/Project)

POTABLE WATER SYSTEM (Facilities Constructed)

13160 IONA ROAD, FORT MYERS, FL 33908 (Project Location)

35-45-23-00-00008.0000 (STRAP(s) #)

Dated on 5TH DAY OF DECEMBER, 2002

By: [Signature] (Signature of Authorized Representative)

HASKINS INC. (Name of Firm or Corporation)

By: KATHLEEN HASKINS (Print Name of Authorized Representative)

10956 ENTERPRISE AVENUE (Address)

Title: VICE PRESIDENT

BONITA SPRINGS, FL 34135 (City, State & Zip)

Phone #: 239-947-1846

Fax #: 239-947-3857

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 5TH day of DECEMBER 20 02, by KATHLEEN HASKINS, who produced PERSONALLY KNOWN as identification or who is personally known to me, and who did not take an oath.



Joel A. Chambers
MY COMMISSION # DD132675 EXPIRES
September 15, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Notary Seal

Notary Public: [Signature] (Signature)

Notary Public Name: JOEL CHAMBERS (Print)

My Commission Expires: _____



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

The undersigned lienor, in consideration of the final payment in the amount of TWO HUNDRED SIXTY FOUR THOUSAND FOUR (\$ 264,479.50) HUNDRED SEVENTY NINE AND 50/100 DOLLARS hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to LEE MAR BUILDING & CONSTRUCTION CORP.

(insert the name of your customer)

on the job of CREEKSIDE DEVELOPMENT OF LEE COUNTY, INC. to the following
(insert the name of the owner)

described property: CALOOSA CREEK
(Name of Development/Project)
SANITARY SEWER SYSTEM
(Facilities Constructed)
13160 IONA ROAD, FORT MYERS, FL 33908
(Project Location)
35-45-23-00-00008.0000
(STRAP(s) #)

Dated on 5TH DAY OF DECEMBER, 2002

By: *Kathleen Haskins*
(Signature of Authorized Representative)

HASKINS INC.

(Name of Firm or Corporation)

By: KATHLEEN HASKINS
(Print Name of Authorized Representative)

10956 ENTERPRISE AVENUE

(Address)

Title: VICE PRESIDENT

BONITA SPRINGS, FL 34135

(City, State & Zip)

Phone #: 239-947-1846

Fax #: 239-947-3857

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 5TH day of DECEMBER 20 02, by KATHLEEN HASKINS, who produced PERSONALLY KNOWN as identification or who is personally known to me, and who ~~did~~ did not take an oath.



Joel A. Chambers
MY COMMISSION # DD132675 EXPIRES
September 15, 2006
BONDED THROUGH TROY FAIN INSURANCE, INC.

Notary Seal

Notary Public: *Joel Chambers*

(Signature)

Notary Public Name: JOEL CHAMBERS

(Print)

My Commission Expires: _____

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: CALOOSA CREEK

LOCATION: 13160 IONA ROAD, FORT MYERS, FL 33908

35-45-23-00-00008.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: CREEKSIDE DEVELOPMENT OF LEE COUNTY, INC.

16681 MCGREGOR BLVD., FORT MYERS, FL 33908

(as shown on Deed)

TYPE UTILITY SYSTEM: POTABLE WATER SYSTEM

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
PVC C-900 DR18	8"	5481	LF	\$12.65	\$69,334.65
CL50 DIP	8"	247	LF	\$24.00	\$5,928.00
FIRE HYDRANT W/GV	6"	8	EA	\$2,000.00	\$16,000.00
GATE VALVE	8"	11	EA	\$ 650.00	\$ 7,150.00
SINGLE SERVICE	5/8"	31	EA	\$ 300.00	\$ 9,300.00
DOUBLE SERVICE	5/8"	34	EA	\$ 400.00	\$13,600.00

\$121,312.65

TOTAL AMOUNT



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:

Kathleen Haskins, V.P.
(Name & Title of Certifying Agent)

OF: HASKINS INC.
(Firm or Corporation)

ADDRESS: 10956 ENTERPRISE AVENUE
BONITA SPRINGS, FL 34135

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 5TH
day of DECEMBER, 2002 by KATHLEEN HASKINS
(Print or Type Name)

who has produced PERSONALLY KNOWN as
identification,
(Type Of Identification and Number)

and who (did) (did not) take an oath.

[Signature]
Notary Public Signature
JOEL CHAMBERS
Printed Name of Notary Public



Joel A. Chambers
MY COMMISSION # DD132675 EXPIRES
September 15, 2006
BONDED THROUGH TROY FAY INSURANCE, INC.

Notary Commission Number

(NOTARY SEAL)

LCDUMan - September 19, 2001



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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ___ day of ___, by and between Creekside Development of Lee County, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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.

3. The public utility easement shall 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 shall 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 shall 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 of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the 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, shall 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 shall 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

X Chastity Stafford
(Signature of 1st Witness)

Chastity Stafford
(Name of 1st Witness)

X Daniel W. Dodrill, Pres.
(Grantor's/Owner's Signature)

Creekside Development of Lee County, Inc.
Daniel W. Dodrill, Pres.
(Grantor's/Owner's Name)

X Karen M. Dodrill
(Signature of 2nd Witness)

President
Title

KAREN M DODRILL
(Name of 2nd Witness)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 26 day of December 2002 by Daniel W. Dodrill, President - Creekside Development of Lee County, Inc., and who do not take an oath.

Chastity Stafford
Notary Public Signature

Chastity Stafford
Printed Name of Notary Public

(Notary Seal & Commission Number)



Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF LOTS 20 AND 21, CALOOSA CREEK, AS RECORDED IN PLAT BOOK 72, PAGES 8 THROUGH 12, PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

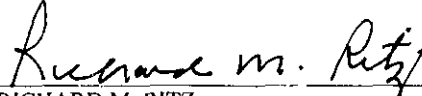
BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 20; THENCE S.00°41'38"E. ALONG THE EASTERLY LINE OF SAID LOT FOR 54.75 FEET; THENCE S.89°27'38"W. FOR 42.08 FEET TO AN INTERSECTION WITH A LINE 10.00 FEET SOUTHERLY OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) THE NORTHERLY LINE OF SAID LOT 20; THENCE S.45°14'34"W. ALONG SAID PARALLEL LINE FOR 199.12 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CALOOSA CREEK CIRCLE (40 FEET WIDE) AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.51°17'07"E.; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 12°05'05" FOR 20.04 FEET TO AN INTERSECTION WITH A LINE 10.00 FEET NORTHERLY OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) THE NORTHERLY LINE OF SAID LOT 20; THENCE N.45°14'34"E. ALONG SAID PARALLEL LINE FOR 165.70 FEET; THENCE N.00°41'38"W. FOR 28.90 FEET; THENCE S.88°53'03"W. FOR 20.00 FEET; THENCE N.00°41'38"W. FOR 40.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 21; THENCE N.88°53'03"E. ALONG SAID NORTHERLY LINE FOR 100.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 21; THENCE S.00°41'38"E. ALONG THE EASTERLY LINE OF SAID LOT 21 FOR 5.98 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

PARCELS CONTAIN 0.22 ACRES, MORE OR LESS.

ASSUMED NORTH BASED ON THE EASTERLY LINE OF LOT 20 CALOOSA CREEK AS RECORDED IN PLAT BOOK 72, PAGES 8 THROUGH 12, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEARING S.00°41'38"E.

DESCRIPTION PREPARED 12-13-02


RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009

S:\jobs\1387\87 SURVEYING\JOB DESCRIPTIONS\1387 1-20-21 LCU.dwg
S:\jobs\1387\87 SURVEYING\JOB DESCRIPTIONS\1387 1-20-21 LCU.dwg

Banks Engineering, Inc.

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
 FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690
 10511 SIX MILE CYPRESS PARKWAY - SUITE 101
 FORT MYERS, FLORIDA 33912
 (239) 939-5490

SKETCH OF DESCRIPTION

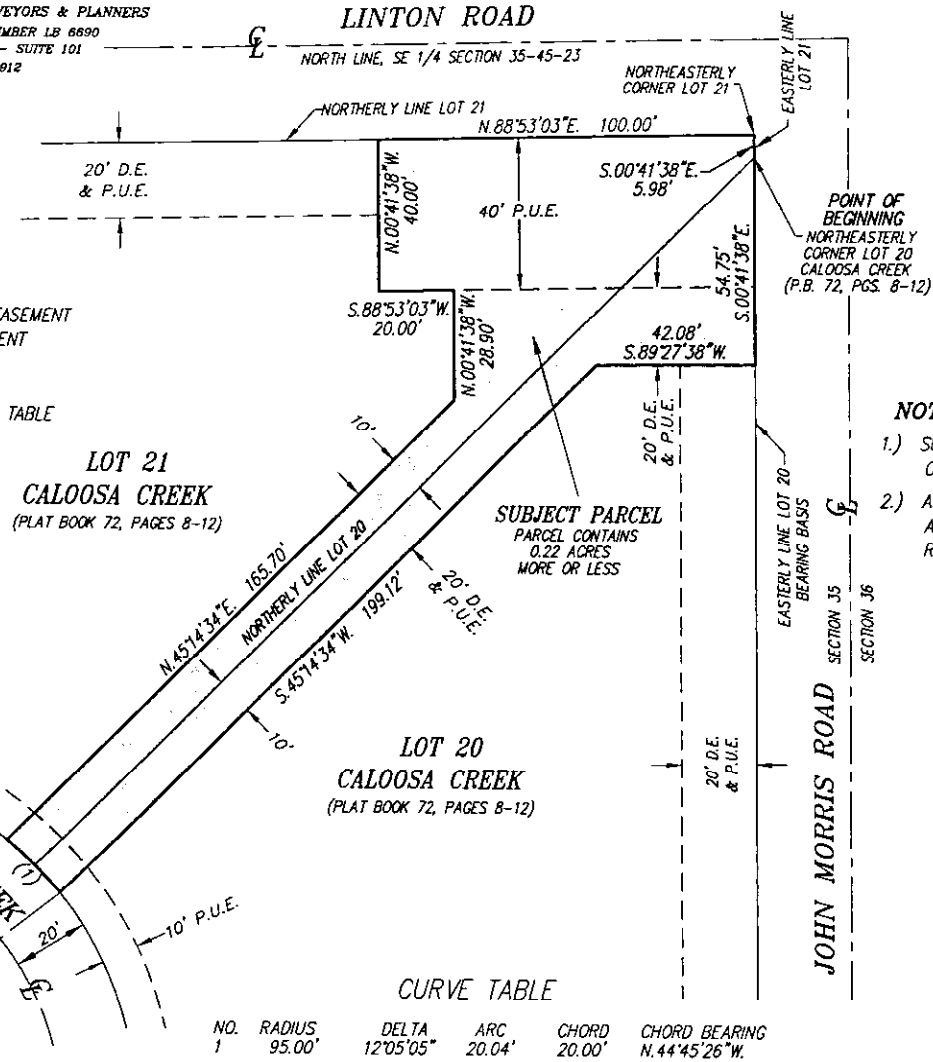
OF
 A TRACT OR PARCEL OF LAND LYING IN
 SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST,
 LEE COUNTY, FLORIDA
 (LEE COUNTY UTILITY EASEMENT)



1" = 40'

LEGEND:

- ⊕ INDICATES CENTERLINE
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- P.B. INDICATES PLAT BOOK
- PGS. INDICATES PAGES
- (1) INDICATES CURVE #1 FROM TABLE



NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) ASSUMED NORTH BASED ON THE EASTERLY LINE OF LOT 20 CALOOSA CREEK AS RECORDED IN PLAT BOOK 72, AT PAGES 8 THROUGH 12 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEARING S.00°41'38"E.

NOTE: ALL ADJACENT EASEMENTS AND TRACTS, UNLESS OTHERWISE NOTED, ARE PART OF CALOOSA CREEK, AS SHOWN IN PLAT BOOK 72, PAGES 8 THROUGH 12, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
 THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Richard M. Ritz
 RICHARD M. RITZ
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 4009

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

PHOTOCOPIES OF
 THIS FORM NOT
 ACCEPTABLE

DR-219
 R. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

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) →

3545231300000260

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):

Last First MI Corporate Name (if applicable)
 RANDO ROBERT + JENNIFER

Mailing Address City State Zip Code Phone No.
 1148 SHELL BASKET LANE, SANIBEL, FL 33957

4. Grantee (Buyer):

Last First MI Corporate Name (if applicable)
 P. O. BOX 398, FT MYERS FL 33902 (239) 479-8181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Month / Day / Year

Sale/Transfer Price

\$ (Round to the nearest dollar.)

Property Located In County Code
 4 6 (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed
 Warranty Deed
 Quit Claim Deed

Other

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

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
 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

\$ (Cents)

12. Amount of Documentary Stamp Tax

\$

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 information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Nick Diaz
 NICK DIAZ, UTIL. DIRECTOR

Date

1/23/03

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

O. R. Book and Page Number and File Number

Month Day Year

Date Recorded

Month Day Year

(Handwritten mark)

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

BS 20030079-UTL

Purchase Order # N/A for CALOOSA CREEK project.
ACCOUNT NO. OD5360748700.504930
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING
WITH COPY TO SUE GULLEDGE, UTILITIES

3 EASEMENTS:

- CREEKSIDE DEVELOPMENT
- ROBERT + JENNIFER RANDO
- RICHARD W. HERDTNER

(Signature)
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D _____

ENTERED _____

CUST. # _____

INV. # _____

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE