

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20030231-Utl**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve final acceptance by Resolution and recording of one (1) Utility Easement as a donation of seven water services, one 8" diameter fire line and a gravity main extension serving the **Daniels-Metro Park of Commerce**. This is a Developer contributed asset project located on the northwest corner of Daniels Parkway and Plantation Road.

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

**WHAT ACTION ACCOMPLISHES:** Places the fire line and sewer system into operation and complies with the Lee County Utilities Operations Manual.

**2. DEPARTMENTAL CATEGORY:** 10 - UTILITIES  
**COMMISSION DISTRICT #:** 2

C10K

**3. MEETING DATE:**

03-11-2003

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE:**

- (Specify)*
- STATUTE \_\_\_\_\_
  - ORDINANCE \_\_\_\_\_
  - ADMIN. CODE \_\_\_\_\_
  - OTHER Res., Easement \_\_\_\_\_

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 2/24/03

**7. BACKGROUND:**

The Board granted permission to construct on 10/02/01, Blue Sheet #20011013.  
 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 19 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST CERNY

**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: 2-24-03	N/A Date:	N/A Date:	T. Osterhout Date: 2-20	D. Owen Date: 2/25/03	P.M. 2/26/03	A.M. 2/26/03	W.D. 2/26/03	R.S. 2-24-03	J. Lavender Date: 2-24-03

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY COUNTY ADMIN.** PM  
 2-25-03  
 4:30  
**COUNTY ADMIN. FORWARDED TO:**  
2/26/03

REC'D.  
 by CO. ATTY.  
 2-23-03  
 1:00 PM  
 CO. ATTY.  
 FORWARDED TO:  
 Duset  
 3:10 PM

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

WHEREAS, it is the desire of McGregor Properties Partnership, owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter fire line), and sewer facilities (gravity collection system) serving "**DANIELS-METRO PARK OF COMMERCE**"; 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 **\$21,225.00** 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 (C): \_\_\_\_\_ (3)
- Commissioner Andrew Coy: \_\_\_\_\_ (4)
- Commissioner John Albion (V-C): \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

COPY

**LETTER OF COMPLETION**

DATE: **January 16, 2003**

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 \_\_\_\_\_

**DANIELS METRO PARK OF COMMERCE**

(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 pressure tests and sewer pressure tests, sewer viewer**

Very truly yours,

**Samuel W. Marshall, P.E. #48881**

**Banks Engineering, Inc.**

(Owner or Name of Corporation)

(Signature) 1/16/03

**Project Manager**

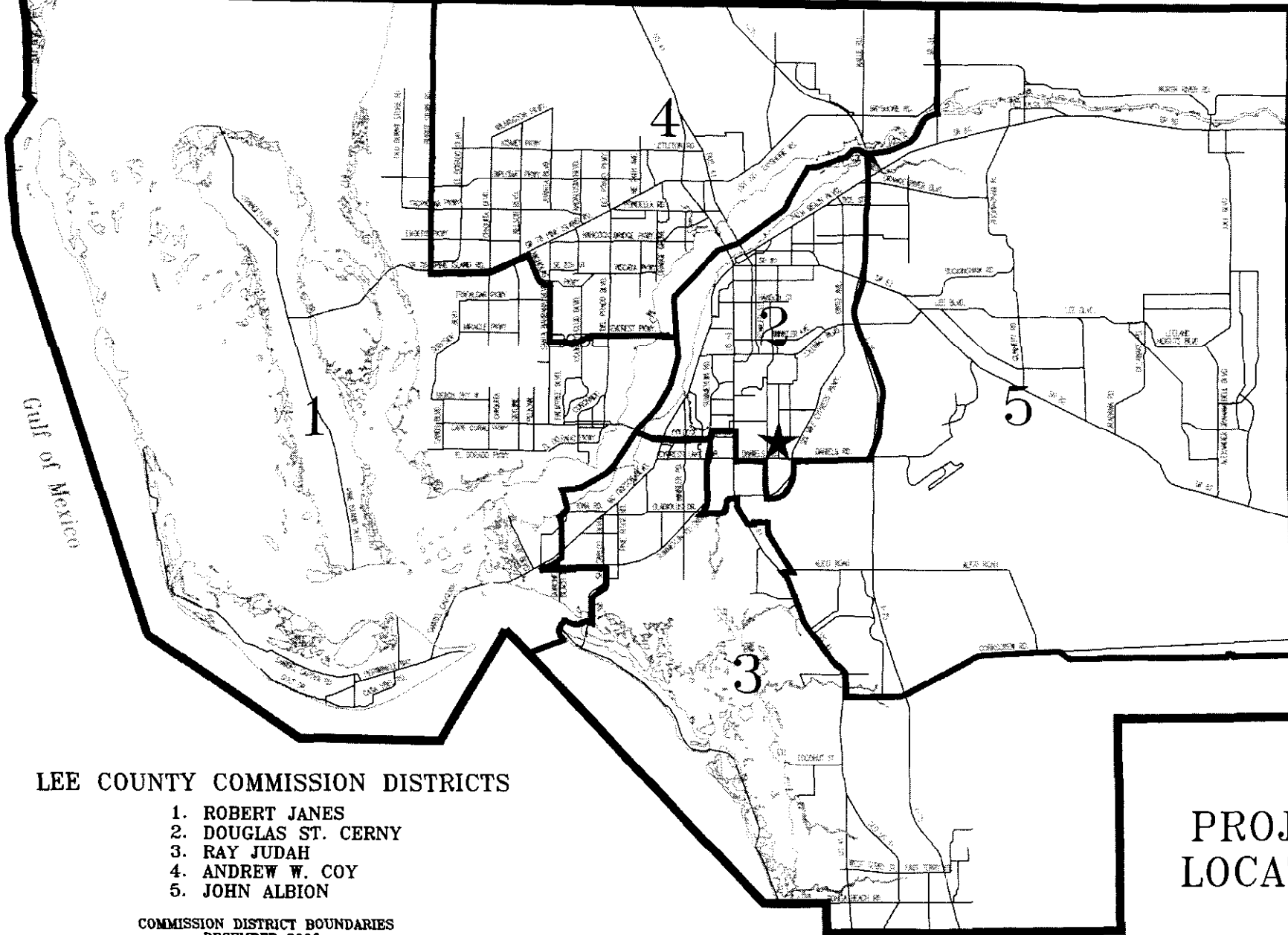
(Title)

(SEAL)

7/1/96



DANIELS-METRO PARK OF COMMERCE  
19-45-25-21-00000.0030 formerly 19-45-25-00-00002.0060  
COMMISSION DISTRICT #2 - ST CERNY



**LEE COUNTY COMMISSION DISTRICTS**

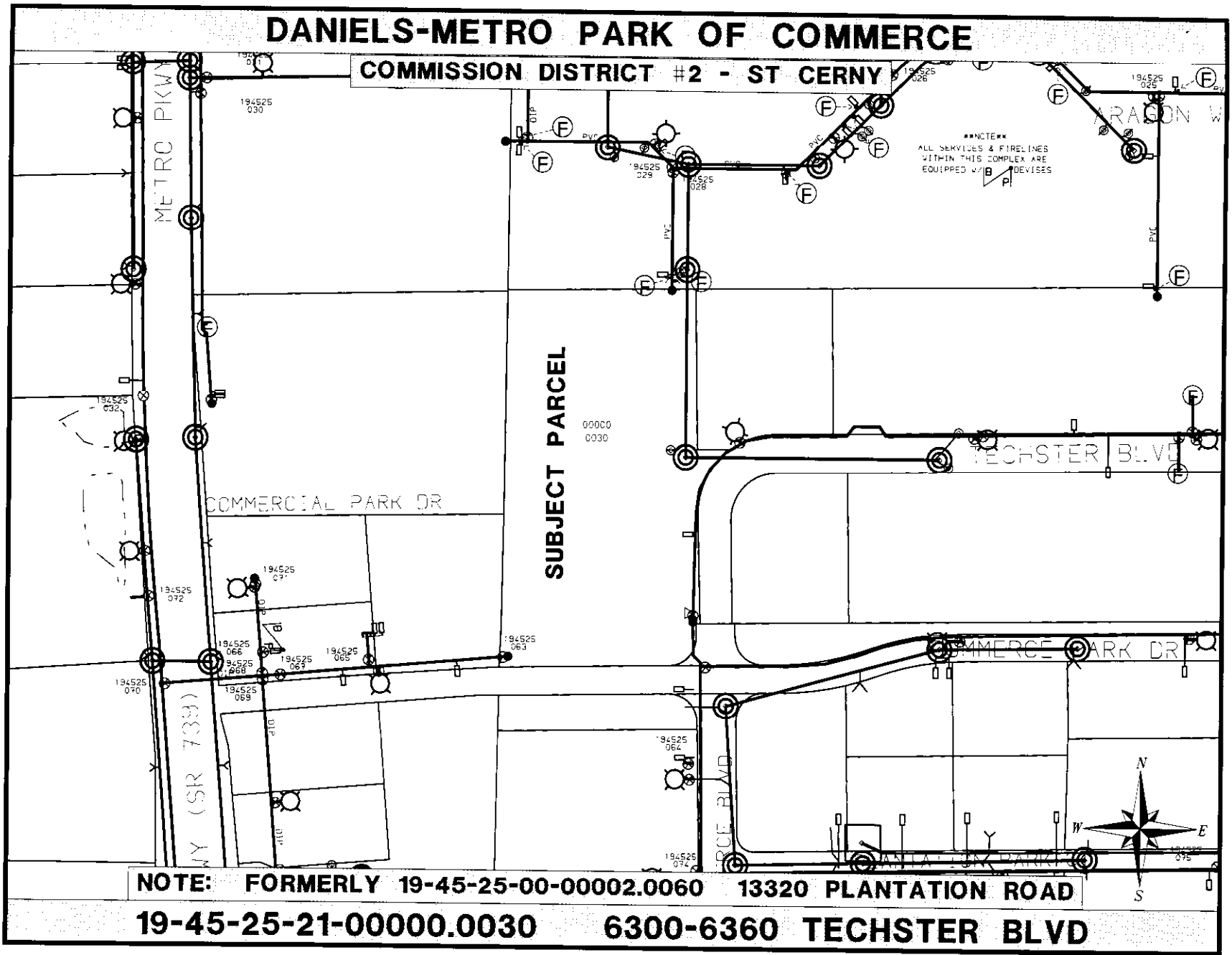
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

**PROJECT  
LOCATION**

# DANIELS-METRO PARK OF COMMERCE

## COMMISSION DISTRICT #2 - ST CERNY



**NOTE: FORMERLY 19-45-25-00-00002.0060 13320 PLANTATION ROAD**  
**19-45-25-21-00000.0030 6300-6360 TECHSTER BLVD**

COPIED

**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): Daniels Metro Park of Commerce

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.


**Lance Jackson Construction, Co.**

BY: Lance Jackson, General Partner  
Resident  
[Signature]  
(SIGNATURE & TITLE)

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 18<sup>th</sup> day of December, 2002 by Richard Lance Jackson who has produced Florida Drivers License (Print or Type Name) #J250-752-61-206-0 as identification, and who (did) (did not) take an oath. (Type Of Identification and Number)

Mary C. Gagnon  
Notary Public Signature  
Mary C. Gagnon  
Printed Name of Notary Public  
DD087084  
Notary Commission Number

 Mary C Gagnon  
My Commission DD087084  
Expires January 27, 2006

(NOTARY SEAL)



COPY

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Twenty-one thousand two hundred twenty-five dollars (\$ 21,225.00 ) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to McGregor Partnership Properties  
(insert the name of your customer)

on the job of Daniels Metro Parks of Commerce to the following  
(insert the name of the owner)

described property: Daniels Metro Park of Commerce  
(Name of Development/Project)

8" dia. Fireline up to & Incl. 15" OS 1/2" valve, 3 Dbl wtr svc, 1 sgl wtr svc and gravity collection system (Facilities Constructed)

6300-6360 Techster Blvd Ft. Myers FL 33912  
(Project Location)

19-45-25-21.00000.0030  
(STRAP(s) #)

Dated on 20 Feb 2003

By: [Signature]  
(Signature of Authorized Representative)

Lance Jackson Construction, Inc  
(Name of Firm or Corporation)

By: Richard L. Jackson  
(Print Name of Authorized Representative)

16880 Gator Rd  
(Address)

Title: President

Ft Myers FL 33912  
(City, State & Zip)

Phone #: 239-267-0515

Fax #: 239-267-0677

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of FEB. 2003, by RICHARD L. JACKSON, who produced FLA DRIVER'S LIC as identification or who is personally known to me, and who did/did not take an oath.



Anne L. Cyganiak  
Commission #DD161317  
Expires: Nov 29, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Notary Public: [Signature]  
(Signature)

Notary Public Name: ANNE L. CYGANIAK  
(Print)



**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: Daniels Metro Park of Commerce

LOCATION: 6300-6360 Techster Blvd., Fort Myers, FL 33912

Strap #: 19-45-25-21-00000.0030

(Including STRAP)

NAME AND ADDRESS OF OWNER: McGregor Properties Partnership

15051 Tamiami Trail South, Suite 203; Fort Myers, FL 33908

(as shown on Deed)

TYPE UTILITY SYSTEM: Water

(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
Hot Tap	10" x 8"	1	Each	\$3,500.00	\$3,500.00
5' Fire line up to including 1 <sup>st</sup> OS&Y valve	8"	1	Each	\$1580.00	\$1580.00
Double Service to Meter Box 1" x 3/4" (inc. removal of single service)		3	Each	\$500.00	\$1,500.00
Single Service to Meter Box 1"		1	Each	\$450.00	\$450.00

**\$7,030.00**

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:

*Richard Lance Jackson*

Richard Lance Jackson, President  
(Name & Title of Certifying Agent)

OF: Lance Jackson Construction  
(Firm or Corporation)

ADDRESS: 16880 Gator Road  
Fort Myers, Florida 33912

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 7th  
day of February, 20 03 by Richard Lance Jackson  
(Print or Type Name)


who has produced Florida Driver's License #J250-752-61-206-0 as  
identification,  
(Type Of Identification and Number)

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

*Mary C. Gagnon*  
Notary Public Signature

Mary C. Gagnon  
Printed Name of Notary Public

DD087084  
Notary Commission Number

 Mary C Gagnon  
My Commission DD087084  
Expires January 27, 2006

(NOTARY SEAL)

LCDUMan - September 19, 2001



COPY

**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: Daniels Metro Park of Commerce

LOCATION: Formerly 6300-6360 Techster Boulevard  
13320 Plantation Road; Fort Myers, FL 33912

Strap # 19-45-25-21-00000.0030

Formerly Strap #: 19-45-25-00-00002.0060

(Including STRAP)

NAME AND ADDRESS OF OWNER: McGregor Properties Partnership

15051 Tamiami Trail South, Suite 203; Fort Myers, FL 33908

(as shown on Deed)

TYPE UTILITY SYSTEM: Sewer

(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
Man hole	4'	2	EA	2500. <sup>00</sup>	5000. <sup>00</sup>
DR 26 PVC	8"	403	LF	15 <sup>00</sup>	6045. <sup>00</sup>
Clean out	6"	7	EA	350 <sup>00</sup>	2450. <sup>00</sup>
DR 26 PVC	6"	70	LF	10 <sup>00</sup>	700. <sup>00</sup>

\$ 14,195.<sup>00</sup>

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.

GERTIFYING:

Richard L. Jackson, President  
(Name & Title of Certifying Agent)

OF: Lance Jackson Construction, Inc  
(Firm or Corporation)

ADDRESS: 16880 Gator Rd  
Ft. Myers, FL 33912

STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was signed and acknowledged before me this 18<sup>th</sup>  
day of December, 20 02 by Richard Lance Jackson  
(Print or Type Name)


who has produced Florida Drivers License # J250-752-61-206-0 as  
identification,  
(Type Of Identification and Number)

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

Mary C. Gagnon  
Notary Public Signature

Mary C. Gagnon  
Printed Name of Notary Public

DD087084  
Notary Commission Number

 Mary C Gagnon  
My Commission DD087084  
Expires January 27, 2006

(NOTARY SEAL)



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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_\_\_\_, 2003, by and between McGregor Properties Partnership, 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 Florida L. Smith  
(Signature of 1<sup>st</sup> Witness)

X Edward Adkins  
(Grantor's/Owner's Signature)

Florida L. Smith  
(Name of 1<sup>st</sup> Witness)

Edward Adkins  
(Grantor's/Owner's Name)

McGregor Properties Partnership

X Deanne Adkins  
(Signature of 2<sup>nd</sup> Witness)

Authorized Representative

Title

Managing General Partner

Deanne Adkins  
(Name of 2<sup>nd</sup> Witness)

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 6 th day of FEB 2003 by Edward A. Adkins who has produced the following as identification - \_\_\_\_\_, and who did not take an oath.

Cindy A. Stratton  
Notary Public Signature



Cindy A. Stratton  
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 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

## (PUBLIC UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF LOT 3, PLANTATION COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 72, PAGES 35 AND 36, PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

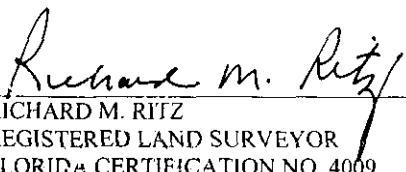
COMMENCING AT NORTHWEST CORNER OF SAID LOT 3; THENCE S.00°53'10"W. ALONG THE WESTERLY LINE OF SAID LOT 3 FOR 210.47 FEET; THENCE S.89°06'50"E. FOR 173.45 FEET TO THE **POINT OF BEGINNING**; THENCE N.88°58'50"E. FOR 30.00 FEET; THENCE S.01°01'11"E. FOR 72.00 FEET; THENCE N.88°58'49"E. FOR 107.70 FEET; THENCE N.01°01'11"W. FOR 5.00 FEET; THENCE N.88°58'49"E. FOR 10.00 FEET; THENCE S.01°01'11"E. FOR 5.00 FEET; THENCE N.88°58'49"E. FOR 11.50 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A 20' PUBLIC UTILITY AND LAKE MAINTENANCE EASEMENT AS SHOWN ON THE PLAT OF SAID PLANTATION COMMERCIAL PARK; THENCE S.01°01'16"E. FOR 30.00 FEET DEPARTING SAID WESTERLY LINE AT 18.81 FEET; THENCE S.88°58'49"W. FOR 129.20 FEET; THENCE S.01°01'11"E. FOR 82.66 FEET; THENCE N.88°58'49"E. FOR 5.00 FEET; THENCE S.01°01'11"E. FOR 10.00 FEET; THENCE S.88°58'49"W. FOR 5.00 FEET; THENCE S.01°01'11"E. FOR 127.38 FEET; THENCE N.88°58'49"E. FOR 5.00 FEET; THENCE S.01°01'11"E. FOR 10.00 FEET; THENCE S.88°58'49"W. FOR 5.00 FEET; THENCE S.01°01'11"E. FOR 24.96 FEET; THENCE S.88°58'50"W. FOR 30.00 FEET; THENCE N.01°01'11"W. FOR 357.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.34 ACRES, MORE OR LESS.

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

ASSUMED NORTH BASED ON THE WESTERLY LINE OF LOT 3 PLANTATION COMMERCIAL PARK AS RECORDED IN PLAT BOOK 72, AT PAGES 35 AND 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEARING S.00°53'10"W.

DESCRIPTION PREPARED DECEMBER 12, 2002  
DESCRIPTION REVISED JANUARY 15, 2003

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

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SHEET 1 OF 2

# 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) 839-5480

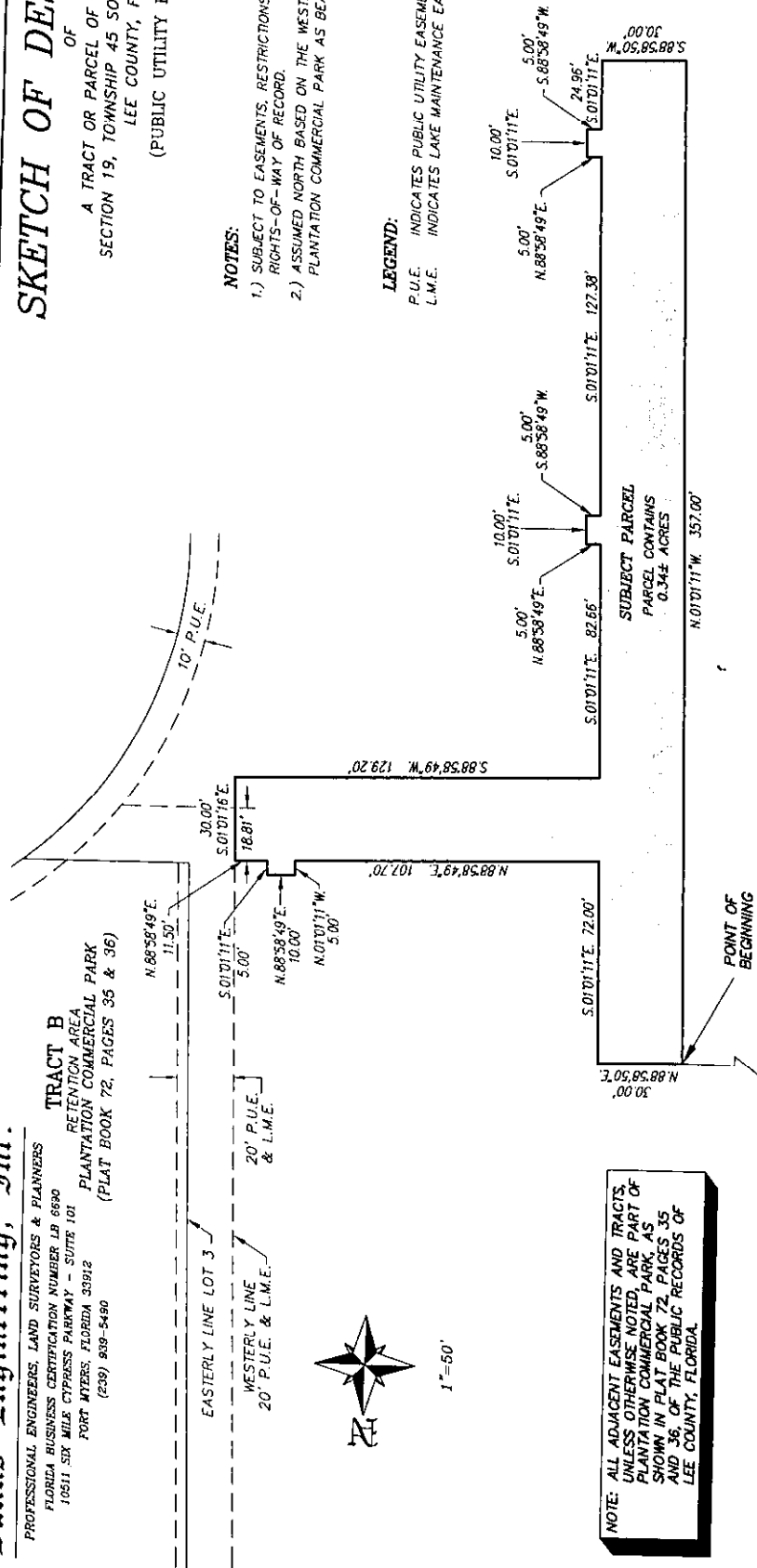
**TRACT B**  
 RETENTION AREA  
 PLANTATION COMMERCIAL PARK  
 (PLAT BOOK 72, PAGES 35 & 36)

# SKETCH OF DESCRIPTION

OF  
 A TRACT OR PARCEL OF LAND LYING IN  
 SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA  
 (PUBLIC UTILITY EASEMENT)

- NOTES:**
- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
  - 2.) ASSUMED NORTH BASED ON THE WESTERLY LINE OF LOT 3, PLANTATION COMMERCIAL PARK AS BEARING S.00°53'10"W.

**LEGEND:**  
 P.U.E. INDICATES PUBLIC UTILITY EASEMENT  
 L.M.E. INDICATES LAKE MAINTENANCE EASEMENT



**NOTE:** ALL ADJACENT EASEMENTS AND TRACTS, UNLESS OTHERWISE NOTED, ARE PART OF PLANTATION COMMERCIAL PARK, AS SHOWN IN PLAT BOOK 72, PAGES 35 AND 36, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

*Richard M. Pate*  
 RICHARD M. PATE  
 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.

**LOT 3**  
 PLANTATION COMMERCIAL PARK  
 (PLAT BOOK 72, PAGES 35 & 36)

PREPARED 12-12-02  
 REVISED 01-15-03  
 SHEET 2 OF 2





**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**  
 (PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE  
 DR-219 R. 07/98

Use black ink. 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 0 1 2 3 4 5 6 7 8 9

19452521000000030

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):

MCGREGOR PROPERTIES PARTNERSHIP

Last First MI Corporate Name (if applicable)  
 15051 TAMiami TRAIL SOUTH, FT. MYERS FL 33908

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

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 (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed  Other   
 Warranty Deed  Quit Claim Deed  EASEMENT DONATION

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

(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

\$ 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 all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date 2/20/03

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 Date Recorded

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

BS 20030231-UTL

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

N/A DANIELS-METRO PARK OF COMMERCE (MCGREGOR PROPERTIES PTRNSP)

Purchase Order # \_\_\_\_\_ for \_\_\_\_\_ project.

ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,  
WITH COPY TO SUE GULLEDGE, UTILITIES



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