

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20040065-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution, and recording of a utility easement as a donation for a water main extension and one 6" diameter fire line serving *Cracker Barrel Old Country Store*. This is a developer contributed asset project located on the southwest corner of Daniels Parkway and 1-75.

WHY ACTION IS NECESSARY: To provide potable water service and fire protection the recently constructed restaurant.

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

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES *CIOE* **3. MEETING DATE:** *02-10-2004*
COMMISSION DISTRICT #: 5

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, P.E. Utilities Director* DATE: *1/22/04*

7. BACKGROUND:

The Board granted permission to construct on 08/19/03; Blue Sheet No. 20030909.
 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,
 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.
 Sanitary sewer service is provided by LCU via connection to existing infrastructure located adjacent to this site
 100% of the connection/capacity fees have been paid for this phase of the project.
 Funds are available for Easement recording fees in Account # OD5360748700.504930.

SECTIONS 22 TOWNSHIP 45S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

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
					<i>Cippen 1/27/04</i>				
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>1-23-04</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>1-22-04</i>	<i>S. Lavender</i> Date: <i>1/22/04</i>	<i>P.M</i> <i>1/26/04</i>	<i>JS</i> <i>1/27/04</i>	<i>JS</i> <i>1/27/04</i>	<i>KV</i> <i>1/27/04</i>	<i>J. Lavender</i> Date: <i>1-23-04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: *1/26/04*
 Time: *11:25 AM*
 Forwarded To:
Admin
1-26-04 C.A.

RECEIVED BY
 COUNTY ADMIN: *AS*
1/26/04
 3:00 PM 567
 COUNTY ADMIN
 FORWARDED TO: *AS*
1/28/04
9 AM

RESOLUTION NO. _____

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

WHEREAS, it is the desire of D75, LLC, owner of record, to make a contribution to Lee county utilities of water facilities (water main extension, one 6" diameter fire line), serving "**CRACKER BARREL OLD COUNTRY STORE**"; 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 **\$23,685.75** 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 Janes _____ (1)
- commissioner St. Cerny: _____ (2)
- commissioner Judah: _____ (3)
- commissioner Coy: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

COPY

LETTER OF COMPLETION

DATE: 1/6/2004

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

Gentlemen:

(SEWER SERVICE ONLY)

This is to certify that the water distribution and gravity collection system located in
Cracker Barrel Old Country Store
(Name of Development)

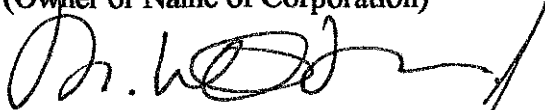
were designed by me and have been constructed in conformance with
the approved plans and the approved specifications

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

Pressure Test(s) - Water Main and Low Pressure Test(s) - Gravity Main

Very truly yours,

Moms-Depew Associates, Inc. (FL CA)
(Owner or Name of Corporation)

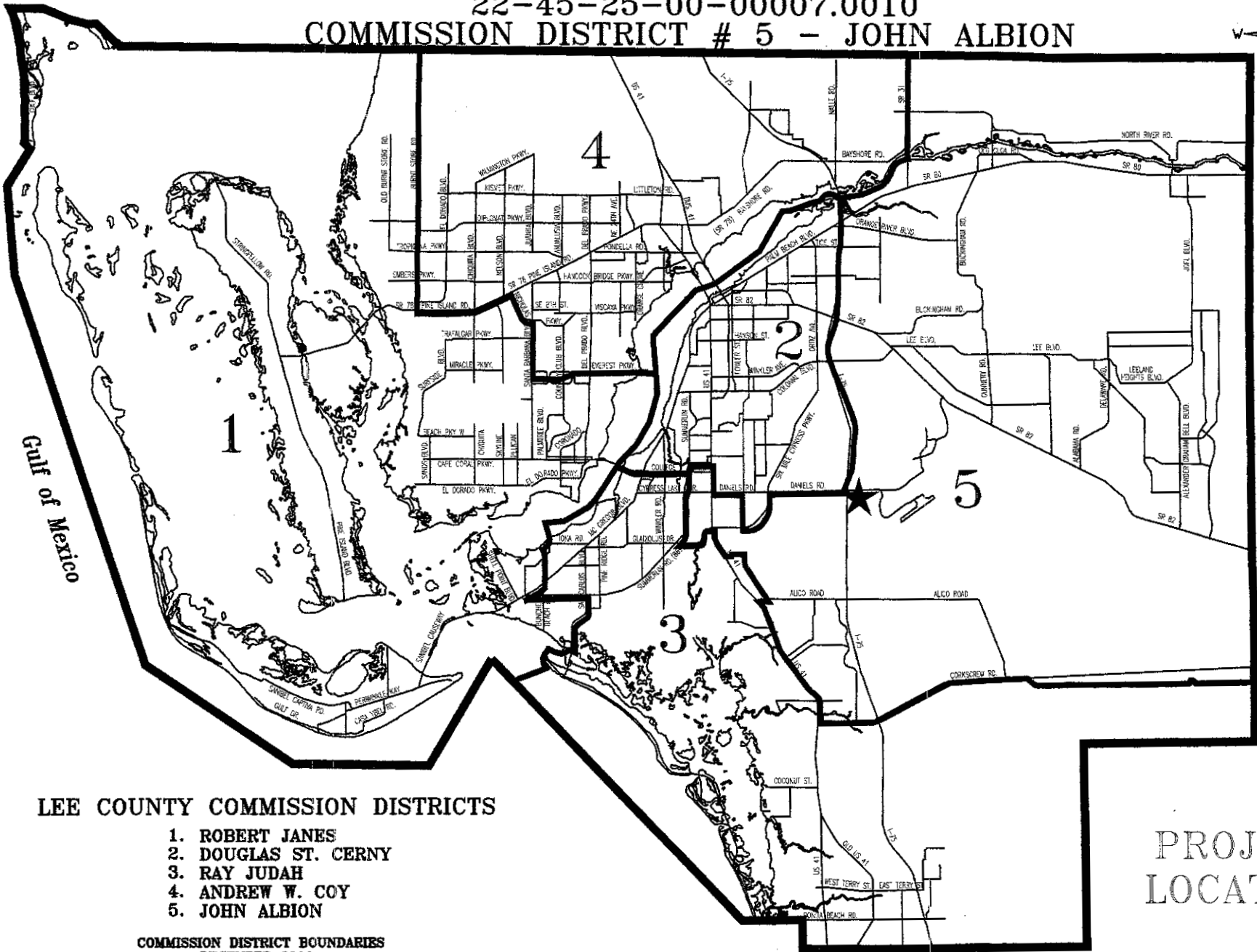
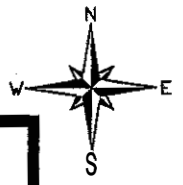


(Signature) M. William Morris, Jr. PE 55543

Vice President
(Title)

(Seal of Engineering Firm)

CRACKER BARREL OLD COUNTRY STORE
22-45-25-00-00007.0010
COMMISSION DISTRICT # 5 - JOHN ALBION



Gulf of Mexico

COPY

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

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of: Cracker Barrel, 10900 Daniels Pkwy, Fort Myers, Florida 33913 will be free from defects in material and workmanship for a period of one (1) year from the date of acceptance. 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)

BY: 
Michael Sappah / President

SWORN TO and subscribed before me, this ____ day of January, 2003.


(NOTARY PUBLIC)



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

WAVIER OF LIEN

KNOW ALL MEN BY THESE PRESENTS that Michael Sannah

as President of B. J. Enterprises, Inc.

for and in **consideration** of Twenty Three Thousand Six Hundred Eighty Five Dollars/seventy five cents (\$23,685.75)

and other good and valuable **considerations, lawful** money of the United States of America, **to me in hand paid**, the receipt whereof is hereby **acknowledged**, does hereby **waive, release, remiss, and relinquish** any and all right to claim any lien or liens **of** work performed or material furnished, or any kind or class of lien whatsoever on the following described properly: Cracker Barrel Old Country Store, 10900 Daniels Pkwy, Fort Myers, Florida 33913

B. J. ENTERPRISES, INC.

8102 Grady Drive

NORTH FORT MYERS 17
NAME & ADDRESS OF FIRM (CORPORATION

BY: [Signature]
AUTHORIZED REPRESENTATIVE

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____

by _____ who has produced _____
(Print or Type Name) (Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

[Signature]
Notary Public Signature

Printed Name of Notary Public

Notary Commission Number



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(NOTARY SEAL)

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Cracker Barrel

LOCATION: 10090 Daniels Pkwy, Fort Myers, Florida 33913

224-525-000007.10010

(including STRAP)

NAME AND ADDRESS OF OWNER Cracker Banel Old Country Store, Inc.

10900 Daniels Pkwy, Fort Myers, FL 33913

(as shown on Deed)

TYPE OF 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	SUE	QUANTITY	UNIT	COST	TOTAL
Tie into existing main	12"	1	EA	950.00	950.00
Gate Valve	12"	2	EA	2,800.00	2,800.00
PVC	12"	230	LF	4,945.00	4,945.00
DIP	12"	124	LF	3,255.00	3,255.00
Tee	12"x6"	1	EA	450.00	450.00
Gate Valve	6"	1	EA	575.00	575.00
Water Service	2"	1	EA	850.00	850.00
Fire Hydrant Assembly		2	EA	5,250.00	5,250.00
PVC	6"	5	LF	12.75	63.75
OS&Y Valve	6"	1	EA	850.00	850.00
				\$19,988.75	
				TOTAL AMOUNT	

(If more space is required, use additional page(s). Number each page and include the name of the project

LCDUMas July 1, 1996-Sept. 11

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: 

Michael Sappah president
(Name & Title of Certifying Agent)

OF: B.J. Enterprises, Inc.

ADDRESS: 8102 Grady Drive
North Fort Myers, FL 33917

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was signed and acknowledged before me this _____ day of January, 2003
by _____ who has produced _____
(Print or Type Name) (Type of Identification and Number)
as identification, and who (did) (did not) take an oath.


Notary Public Signature

Printed Name of Notary Public

Notary Commission Number



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

(NOTARY SEAL)

LCDUMas July 1, 1996-Sept. 11

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Cracker Barrel

LOCATION: 10990 Daniels Pkwy, Fort Myers, Florida 33913

224-525-000007.10010
(including STRAP)

NAME AND ADDRESS OF OWNER Cracker Barrel Old Country Store, Inc.
10900 Daniels Pkwy, Fort Myers, FL 33913
(as shown on Deed)

TYPE OF UTILITY SYSTEM: Sewer (SEWER SERVICE ONLY—NOT GRAVITY COLL SYS)
(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	SUE	QUANTITY	UNIT	COST	TOTAL
Tie into existing line w/manhole	8"	1	EA	3,250.00	3,250.00
PVC	8"	12	LF	17.25	207.00
Cleanout	8"	1	EA	185.00	185.00
22 Bend	8"	1	EA	55.00	55.00

\$3,697.00
TOTAL AMOUNT

(If more space is required, use additional page(s). Number each page and include the name of the project

LCDUMas July 1, 1996-Sept. 11

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: *Michael Sappah*

Michael Sappah president
(Name & Title of Certifying Agent)

OF B.J. Enterprises, Inc.

ADDRESS: 8102 Grady Drive
North Fort Myers, FL 33917

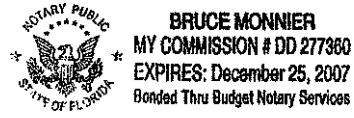
STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this _____ day of January, 2003
by _____ who has produced _____
(Print or Type Name) (Type of Identification and Number)
as identification, and when (did) (did not) take an oath.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number



(NOTARY SEAL)

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 D75, LLC, a FL LLC, 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.

D75, LLC

X [Signature]
(Signature of 1st Witness)

M. WILLIAM MORRIS JR.

(Name of 1st Witness)

X [Signature]
(Grantor's/Owner's Signature)

By: Chris Bundschu

(Grantor's/Owner's Name)

X [Signature]
(Signature of 2nd Witness)

managing member
Title

TINA UGLAND
(Name of 2nd Witness)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21st day of November 2004 by CHRIS BUNDSCHU who produced the following as identification NI or is personally known to me, and who did/did not take an oath.

[Signature]
Notary Public Signature

TINA MARIE UGLAND
Printed Name of Notary Public



(Notary Seal & Commission Number)

EXHIBIT A

DESCRIPTION

A PARCELOF LAND FOR THE PURPOSE OF A 20 FOOT WIDE UTILITY EASEMENT, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 22; THENCE SOUTH $01^{\circ}05'10$ " EAST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 118.53 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DANIELS ROAD; THENCE CONTINUE SOUTH $01^{\circ}05'10$ " EAST ALONG SAID EAST LINE, A DISTANCE OF 45.10 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTH $01^{\circ}05'10$ " EAST ALONG SAID EAST LINE, A DISTANCE OF 20.04 FEET TO A POINT ON A LINE THAT IS 65.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERLY RIGHT OF WAY LINE OF DANIELS ROAD; THENCE SOUTH $85^{\circ}12'04$ " WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 355.56 FEET; THENCE NORTH $04^{\circ}47'56$ " WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH $85^{\circ}12'04$ " EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 356.06 FEET TO THE POINT OF BEGINNING, CONTAINING 7124.26 SQUARE FEET.

THE BEARINGS ARE BASED ON THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 22, BEING SOUTH $01^{\circ}05'10$ " EAST AS IT APPEARS ON THE AMENDMENT ONE JET-PORT INTERSTATE COMMERCE PARK RECORDED IN PLAT BOOK 59, PAGE 89.

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



DONALD D. SMITH, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4078
DATE SIGNED, 1-21-04

(NOT A SURVEY)

SKETCH
OF
DESCRIPTION
SEC. 22, TWP. 45S., RNG. 25E.

DANIELS ROAD

P.O.C.
EAST 1/4 CORNER
SECTION 22

NORTH LINE OF SOUTHEAST
1/4 OF SECTION 22

SOT05101E
118.83'

POW.

LIMITED ACCESS R.O.W.

FRONTAGE
ROAD

N85°12'04"E 356.86'

20' UTILITY EASEMENT 7124.26 SQ. FT.
309.00'

S85°12'04"W 355.56'

P.O.B.

N04°47'56"W
20.00'

N01°05'10"W 414.42'

SOT05101E
20.04'

SOT05101E 434.43'
CREATING BASIS

AMENDMENT ONE
JET-PORT INTERSTATE
COMMERCE PARK
P.B. 59 PG. 89-90
LOT 13A

UNPLATTED

CRACKER BARREL OLD
COUNTRY STORE, INC.

EAST LINE OF THE
SOUTHEAST 1/4 OF SECTION 22

AMENDMENT TWO
JET-PORT INTERSTATE
COMMERCE PARK
P.B. 60 PG. 31-33
LOT 12A

S88°54'50"W 308.35'

UNPLATTED

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- OR = OFFICIAL RECORDS
- P.G. = PAGE
- P.B. = PLAT BOOK
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- R.O.W. = RIGHT OF WAY
- C = CENTERLINE
- S.F. = SQUARE FEET

SHEET 2 OF 2



MORRIS - DEPEW ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
2216 Altamont Avenue * Fort Myers, Florida 33901 * (941) 337-3993 * (FAX) 337-3994

THIS SKETCH TO ACCOMPANY DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF THE LICENSED FLORIDA SURVEYOR AND MAPPER

COPY

1:020970A 02097A enrswrwa 172772084 12-11-97 PM gsmith



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



FDOR10240300
 DR-219
 R 07198

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

22452500000070010

2. Mark (x) all Multi-parcel transaction? → Transadion is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →

3. Grantor (seller): **EASEMENT DONATION BY: D75, LLC**

Last First MI Corporate Name (if applicable)
6700-1 DANIELS PARKWAY FT. MYERS FL 33912 (239,6931000

MailingAddress City State Zip Code Phone No.
RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (2384798181

5. Date of Sale/Transfer MailingAddress City State Zip Code Phone No.
 Sale/Transfer Price
 \$ **00** Property Located In **46** County Code

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **YES** **NO**
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) **5** **.00**

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

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

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

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) **YES** **NO** \$ **.00** Cents

12. Amount of Documentary Stamp Tax \$ **0.00**

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 _____ Date **1/22/04**

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	
Date Recorded	
Month Day Year	

This copy to Department of Revenue



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

FDOR10240300
 DR-219
 R. 07198

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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				
										2	2	4	5	2	5	0	0	0	0	0	7	0	0	1	0

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): **EASEMENT DONATION BY:**

Last First MI Corporate Name (if applicable)

6700-1 DANIELS PARKWAY FT. MYERS FL 33912 (239)6931000

MailingAddress City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

Last First MI Corporate Name (if applicable)

P. O. BOX 398 FT. MYERS FL 33902 (239)4798181

MailingAddress city State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price

Month Day Year \$ (Round to the nearest dollar.)

Property Located In **Lee**

6. Type of Document Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ (Round to the nearest dollar.)

YES / NO /

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 / \$ (Round to the nearest dollar.)

12. Amount of Documentary Stamp Tax \$ (Round to the nearest dollar.)

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 20.02(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/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **1/22/04**

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
<p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>	

This copy to Property Appraiser

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

BS 20040065- UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for CRACKER BARREL OLD COUNTRY STORE (D75, LLC EASEMENT) project.

ACCOUNT NO. 0D53607487.504930

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

Sue Gullledge
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING EASEMENT

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE RECORDING

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. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396