

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20040669 -UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve final acceptance, by Resolution and recording of one utility easement as a donation for two 6" diameter fire lines and one fire hydrant serving *MIROMAR OUTLET MALL, PHASE IV, BUILDINGS 'M, N, O & P'*. This is a Developer contributed asset project located on the northwest corner of Corkscrew Road and Ben Hill Griffin Parkway.

**WHY ACTION IS NECESSARY:**

To provide fire protection the recently constructed commercial building.

**WHAT ACTION ACCOMPLISHES:**

Places the fire lines and fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

**2. DEPARTMENTAL CATEGORY: 10**  
**COMMISSION DISTRICT #: 5**

C10F

**3. MEETING DATE:**

06-15-2004

**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: 5/27/04

**7. BACKGROUND:**

Fire lines and fire hydrants do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory pressure and bacteriological testing has been completed.  
 Record drawings have been received.  
 Engineer's Certification of Completion has been provided---copy attached.  
 Project Location Map---copy attached.  
 Warranty has been provided---copy attached.  
 Waiver of Lien has been provided---copy attached.  
 Certification of Contributed Assets has been provided---copy attached.  
 Potable water and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of the internal access road abutting this building.  
 100% of the water and sewer connection/capacity fees have been paid.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 26    TOWNSHIP 46S    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
N/A	N/A	T.O.	S. J. ... 5/25/04	OM 6/1/04	Risk 6/1/04	GC 6/1/04
Date: <u>5/27/04</u>	Date:	Date:	Date: <u>5-27</u>	Date:	Date:	Date: <u>5/28/04</u>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: 5/28/04  
 Time: 1:00 pm  
 Forwarded To:  
10-Team: 1  
5/28/04

RECEIVED BY  
 COUNTY ADMIN:  
5/28/04  
4:00 pm SLT  
 COUNTY ADMIN  
 FORWARDED TO:  
6/1/04  
840

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of Miromar Outlet East, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (two 6" diameter fire lines; one fire hydrant) serving **"MIROMAR OUTLET MALL, PHASE IV, BUILDINGS M, N, O & P"**; 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 **\$32,530.32** 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 ATTORNEY

COPY

LETTER OF COMPLETION

DATE: 4/7/2004

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

Gentlemen:

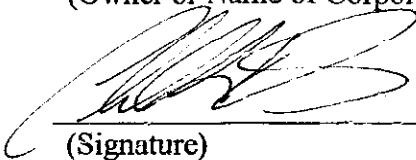
This is to certify that the **fire line up to and including 1st OS and Y valve** located in  
**Miromar Outlet Mall Phase IV**  
(Name of Development)

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

Upon completion of the work, we observed the following successful tests of the facilities:  
**Pressure Test(s) - Water Main and Bacteriological Test**

Very truly yours,

Charles L. Krebs - Hole Montes, Inc.  
(Owner or Name of Corporation)



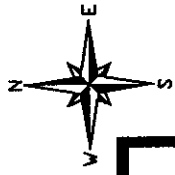
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(Signature)

Associate, P.E.  
(Title)

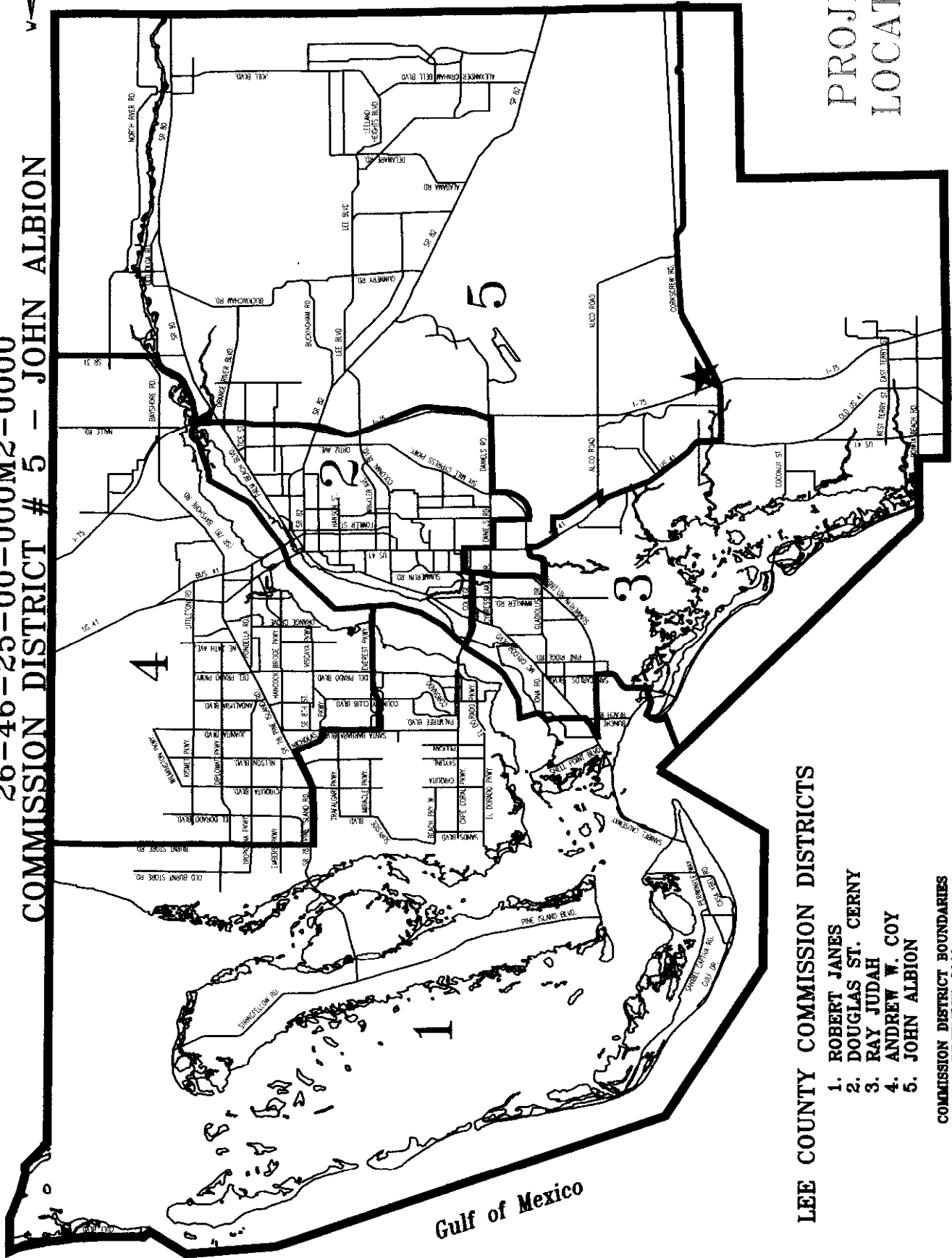
(Seal of Engineering Firm)

MIROMAR OUTLET MALL - PHASE IV, BUILDING M, N, O & P  
 26-46-25-00-000M2-0000  
 COMMISSION DISTRICT # 5 - JOHN ALBION



DRAFT

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

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 MIROMAR PHASE IV, BUILDINGS M, N, O & P - SITE IMP 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.

Thomas P. McKimm, Pres/ Florida State Underground  
(NAME OF OWNER/CONTRACTOR)

BY: [Signature]  
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF Florida ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 12th day of March, 2004 by Thomas P. McKim who has produced the following as identification - \_\_\_\_\_, and who did take an oath.

[Signature]  
Notary Public Signature

FL DC M250-835-SS-144-0

SHIRLEY MARTIN  
Printed Name of Notary Public

(Notary Seal & Commission Number)



Shirley A. Martin  
MY COMMISSION # DD107829 EXPIRES  
April 10, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

COPY

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of (\$32,530.32) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Miromar Development, Inc. on the job of Miromar Outlet Mall Phase IV to the following described property:

Miromar Outlet Mall Phase IV water distribution system
(Name of Development/Project) (Facilities Constructed)
Corkscrew Rd./Ben Hill Griffin Parkway 26-46-25-27-000M2.0000
(Location) (Strap # or Section, Township & Range)
(Please provide full name and location of development and a description of the utility system constructed).

Dated on: March 12, 2004

By: [Signature] Thomas McKimmi Florida State Underground, Inc
(Print Name of Authorized Representative) (Name of Firm or Corporation)
By: Thomas McKimmi 4540 Domestic Ave
(Print Name of Authorized Representative) (Address of Firm or Corporation)
Phone #: (239) 643 6449 Ext. Naples, FL 34104-
Fax#: (239) 643 6891 (City, State & Zip Of Firm Or Corporation)

STATE OF FL )
) SS:
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 12th day of MAR, 2004 by Thomas McKimmi who has produced the following as identification - [Signature], and who did take an oath.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number) SHIRLEY MARTIN
(Printed Name of Notary Public)

FL DL
M250-
835-5
144-C

Shirley A. Martin
MY COMMISSION # DD107829 EXPIRES
April 10, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: MIROMAR PHASE IV, BUILDINGS M, N, O & P

---

STRAP NUMBER: 26-46-25-~~2~~00M2-0000

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LOCATION: Miromar Factory Outlets Phase IV

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OWNER'S NAME: Miromar Properties LLC

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OWNER'S ADDRESS: 24810 Burnt Pine Drive, Suite 4

---

OWNER'S ADDRESS: Bonita Springs, FL 34134-

TYPE UTILITY SYSTEM: WATER  
 (list water, sewer and effluent reuse separately)

**DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES**

<b><u>ITEM</u></b>	<b><u>SIZE</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL</u></b>
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	2	EA	\$10,487.50	\$20,975.00
SINGLE WATER SERVICE/COMPLETE	2"	2	EA	\$3,481.00	\$6,962.00
GATE VALVE	6"	1	EA	\$694.32	\$694.32
FIRE HYDRANT ASSEMBLY	6"	1	EA	\$2,225.00	\$2,225.00
CL-50 DIP	6"	60	LF	\$23.50	\$1,410.00
HDPE SDR-11	2"	40	LF	\$6.60	\$264.00
<b><u>TOTAL</u></b>					<b>\$32,530.32</b>

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.  
 (If more space is required, use additional page(s). Number each page and include the name of the project).

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:

[Signature]  
(Signature of Certifying Agent)

THOMAS MCKIMM FARM  
(Name & Title of Certifying Agent)

FLORIDA STATE UNIFORMS INC.  
(Name of Firm or Corporation)

4540 DOMESTIC AVE  
(Address of Firm or Corporation)

NAPLES - FL. 34104

STATE OF FLORIDA )  
                                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 12<sup>th</sup> day of March, 2004 by Thomas McKimm who has produced the following as identification - [ID], and who did take an oath.

[Signature]  
Notary Public Signature

Thomas A  
FL DL M250-835-55-  
144-0

SHIRLEY MARTIN  
Printed Name of Notary Public

DD 107829  
Notary Commission Number

(NOTARY SEAL)



Shirley A. Martin  
MY COMMISSION # DD107829 EXPIRES  
April 10, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.



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

Strap Number:  
26-46-25-27-000M2.0000

THIS SPACE RESERVED FOR RECORDING

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Miromar Outlet East, LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

**WITNESSETH:**

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

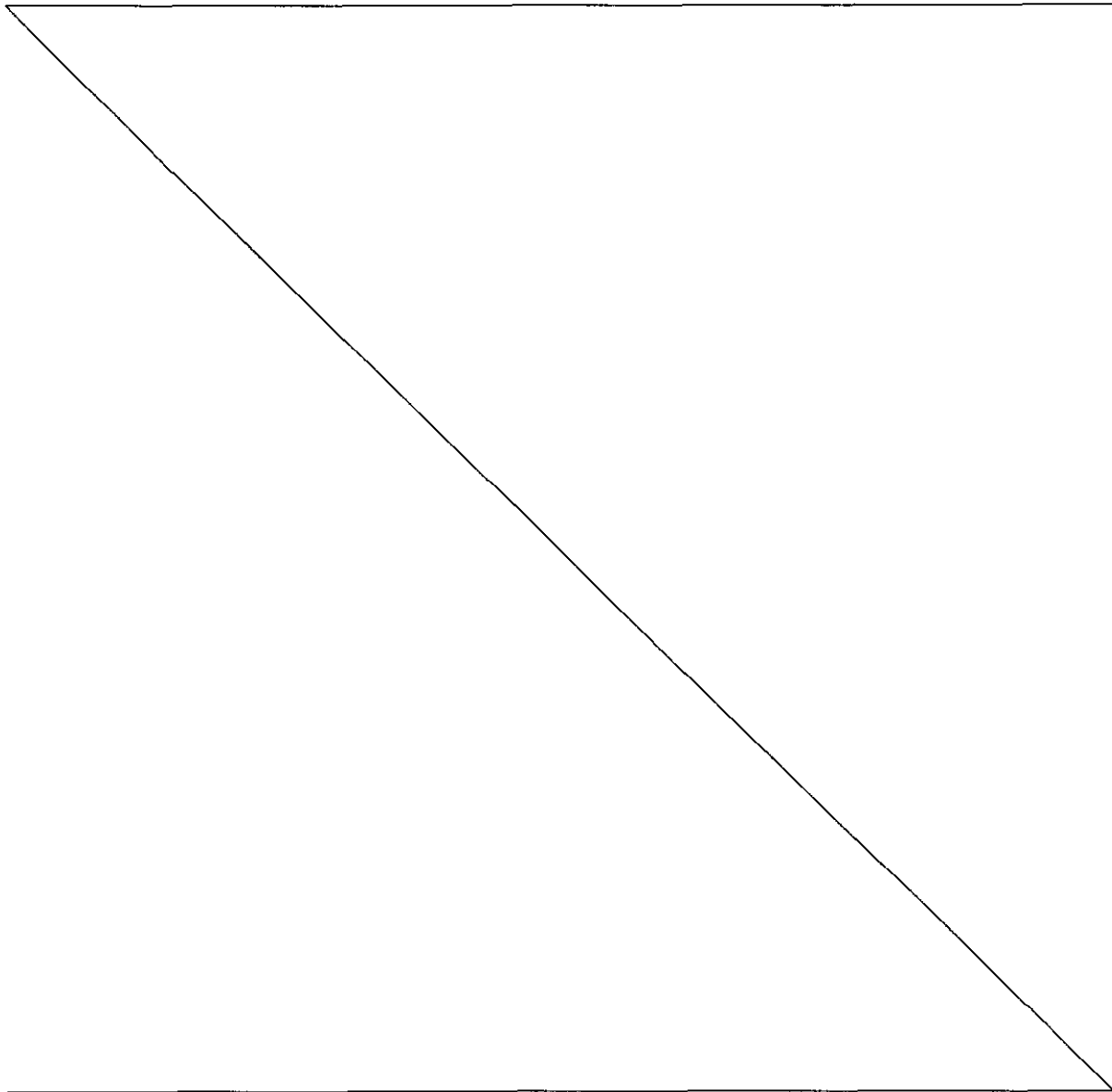
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

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

(Balance of Page Left Intentionally Blank)



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

Miramar Outlet East, LLC  
By: Miramar Development Corporation

*[Handwritten Signature]*

[1<sup>st</sup> Witness' Signature]

*[Handwritten Signature]*

[Type or Print Name]

*[Handwritten Signature]*

[2<sup>nd</sup> Witness' Signature]

*[Handwritten Signature]*

[Type or Print Name]

BY:

*[Handwritten Signature]*

[Signature Grantor's/Owner's]

*[Handwritten Signature]*

[Type or Print Name]

*[Handwritten Signature]*

[Title]

STATE OF FLORIDA

COUNTY OF Lee

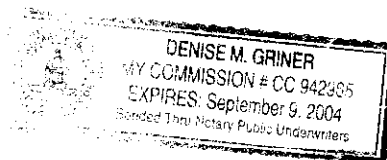
The foregoing instrument was signed and acknowledged before me this 23<sup>rd</sup> day of April 2004 by Jeery Schmoys who produced the following as identification or is personally know to me, and who did/did not take an oath.

[stamp or seal]

*[Handwritten Signature]*

[Signature of Notary]

[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

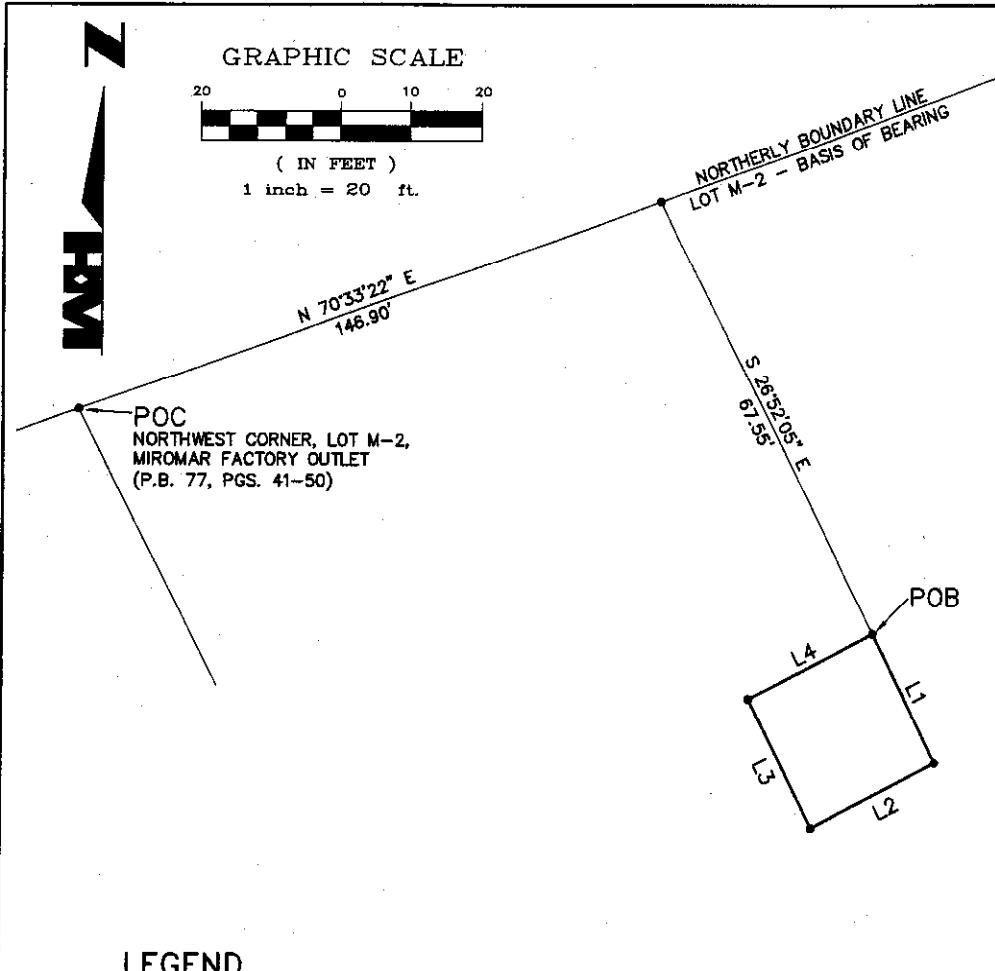
BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

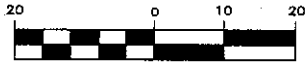
APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney

U:\AP000\Miscellaneous\Miromar\2003111\UESL.dwg Tab: Model Apr 06, 2004 - 3:11pm Plotted by: AndreMontes



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 20 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 26°52'05" E	20.00'
L2	S 63°07'55" W	20.00'
L3	N 26°52'05" W	20.00'
L4	N 63°07'55" E	20.00'

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN A PORTION OF LOT M-2, MIROMAR OUTLET MALL AS RECORDED IN PLAT BOOK 77, PAGES 41 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT M-2, MIROMAR OUTLET MALL AS RECORDED IN PLAT BOOK 77, PAGES 41 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.70°33'22"E., ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT M-2, FOR A DISTANCE OF 146.90 FEET; THENCE RUN S.26°52'05"E., FOR A DISTANCE OF 67.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.26°52'05"E., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.63°07'55"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.26°52'05"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.63°07'55"E., FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 400.000 SQUARE FEET, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE NORTHERLY BOUNDARY LINE OF LOT M-2, MIROMAR OUTLET MALL AS RECORDED IN PLAT BOOK 77, PAGES 41 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N.70°33'22"E.

HOLE MONTES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY *Thomas M. Murphy*  
THOMAS M. MURPHY

P.S.M. #5628  
STATE OF FLORIDA

**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

**\* NOT A SURVEY \***

SEC-TWN-RGE: 26-46-25	
DRAWN BY: AM	DATE: 04/04
CHECKED BY: TMM	DRAWING NO.: B-4724



950 Encore Way  
Naples, FL 34110  
Phone: (941) 254-2000  
Florida Certificate of  
Authorization No.1772

NOT VALID WITHOUT  
THE SIGNATURE AND  
THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER.

**SKETCH AND LEGAL DESCRIPTION**

PROJECT NO. <b>03.111</b>
REFERENCE NO. UESL

**COPY**

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

BS 20040669-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

N/A MIROMAR OUTLET MALL, PHASE IV, BUILDINGS M, N, O & P  
Purchase Order # \_\_\_\_\_ for \_\_\_\_\_ project. EASEMENT: MIROMAR OUTLET EAST, LLC

ACCOUNT NO. OD5360748700.504930

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

*Sue Gulledge*  
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

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE



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



FDOR10240300  
 DR-219  
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number  
 (If Parcel ID not available  
 please call County Property  
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

26462527000M20000

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

3. Grantor (Seller): **EASEMENT DONATION BY: MIROMAR OUTLET EAST, LLC**

Last First MI Corporate Name (if applicable)  
**10801 CORKSCREW ROAD, #199 ESTERO FL 33921**

Mailing Address 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**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located in County Code  
 \$ . 0 0 46  
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement  Other 7. Are any mortgages on the property? If "Yes", YES NO  
 for Deed outstanding mortgage balance:  
 Warranty Quit Claim (Round to the nearest dollar.) \$ . 0 0  
 Deed Deed

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 \$ \$ . 0 0  
 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 **5/27/04**

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
<b>This copy to Department of Revenue</b>	
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. 07/98

(PLEASE READ INSTRUCTIONS 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) ->
26462527000M20000

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: MIROMAR OUTLET EAST, LLC
Last First MI Corporate Name (if applicable)
10801 CORKSCREW ROAD, #199 ESTERO FL 33921

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

4. Grantee (Buyer): Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239)4798181

5. Date of Sale/Transfer: Month Day Year
Sale/Transfer Price: \$
Property Located In: Lee

6. Type of Document: Contract/Agreement for Deed, Warranty Deed, Quit Claim Deed
7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$

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?

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.)

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 5/27/04

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To be completed by the Clerk of the Circuit Court's Office
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This copy to Property Appraiser