

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041438-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of four (1) 4" diameter fire line serving *Lake Pointe Commons, Phase 4*. This is a developer contributed asset project located on the south side of West College Pointe Drive, approximately 800' east of McGregor Boulevard.

WHY ACTION IS NECESSARY: To provide fire protection to the recently constructed commercial building.

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

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 2

C10E

3. MEETING DATE:

11-23-2004

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: 11/4/04

7. BACKGROUND:

Fire lines 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 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. Potable water and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of College Point Drive. Funds are available for recording fees in account number OD5360748700.504930.

SECTIONS 16 TOWNSHIP 45S RANGE 24E 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	
<i>J. Lavender</i> Date: 11-5-04	N/A Date:	N/A Date:	P.O. T. Osterhout Date: 11/4		<i>P.M.</i> 11/8/04	<i>Y.S.</i> 11/8/04	<i>W.E.</i> 11-2-04	<i>M.</i> 11/8/04	<i>J. Lavender</i> Date: 11-5-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN: *PM*
11/12/04
11/12/04
COUNTY ADMIN
FORWARDED TO: *11-18-04*
3pm

Rec. by CoAtty
Date: 11/5/04
Time: 4:45
Forwarded To: *11/8/04*

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Gatorhawk Properties, LLP ", owner of record, to make a contribution to Lee County Utilities of water facilities (**one 4" diameter fire line**) serving "**LAKE POINTE COMMONS, PHASE 4**"; 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 **\$4,561.00** 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 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

11.4

LETTER OF COMPLETION

DATE: 10-25-04

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 sewage collection system(s) located in LAKE POINTE
COMMONS - PHASE 4 - SHEPPARD BIRTT FIRE LINE
(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 TEST

Very truly yours,

WILLIAM T. KEENE
(Owner or Name of Corporation)

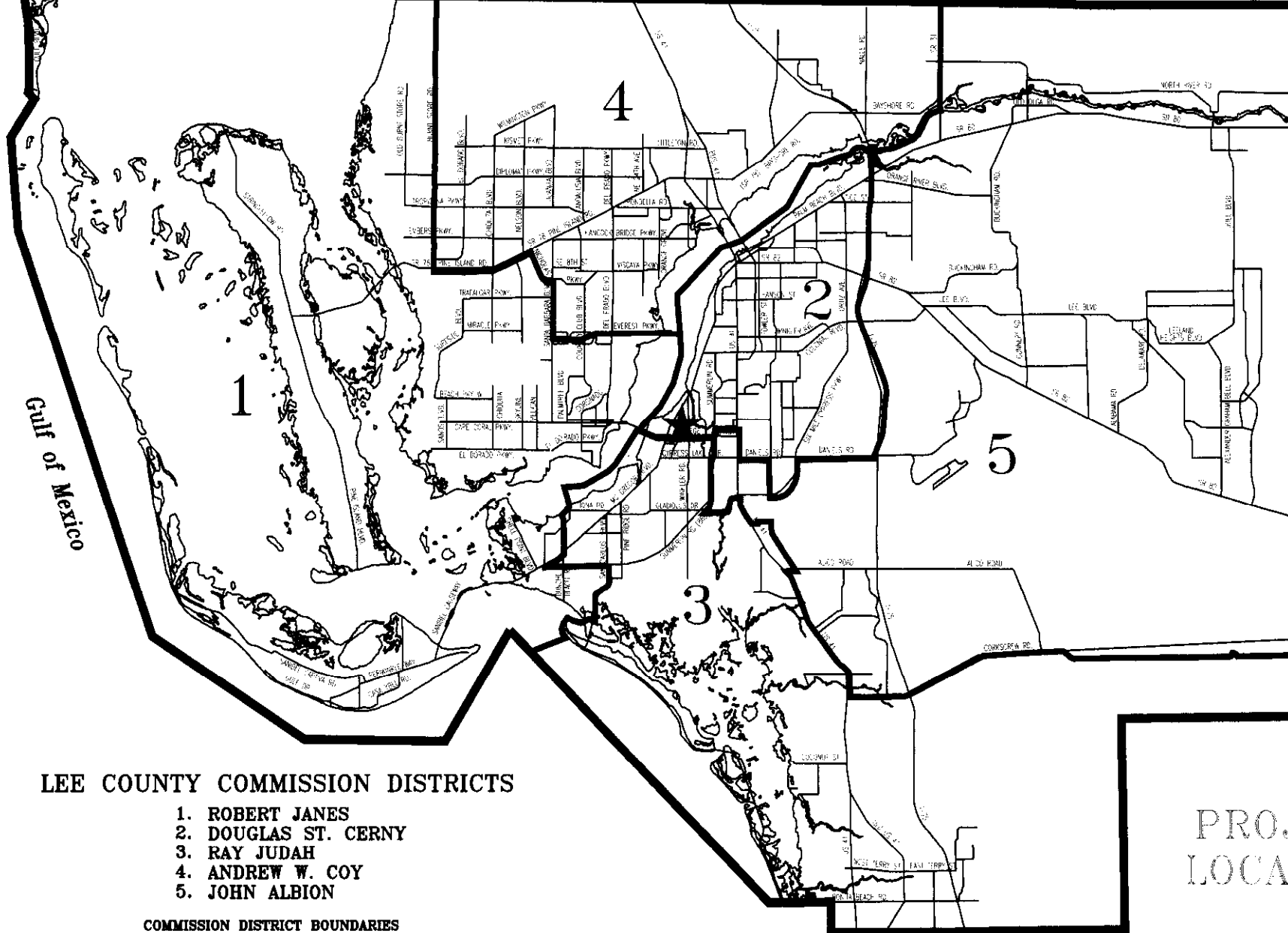
William T. Keene
(Signature)

PRESIDENT
(Title)

SEAL OF ENGINEERING FIRM

Keene Engineering, Inc.
9101 West College Pointe Dr.
Ste 1
Fort Myers, FL 33919
PE # 45915

LAKE POINT COMMONS - PHASE 4
 16-45-24-44-00000.0004
 COMMISSION DISTRICT # 2 - DOUGLAS 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

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Lake Pointe Commons PH 4, Law Office 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.

David L. Binkley, BINK, INC.
(Name of Owner/Contractor)

BY: *[Handwritten Signature]* V.P.
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 11 th day of OCT, 2004 by David L. Binkley who is personally known to me - , and who did not take an oath.

Cynthia L. Phillips
Notary Public Signature

Cynthia L. Phillips
Printed Name of Notary Public



Cynthia L. Phillips
Commission # DD100713
Expires April 12, 2006
Bonded Thru
Florida Notary Assn., Inc.

(Notary Seal & Commission Number)

117

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

The undersigned lienor, in consideration of the final payment in the amount of
(\$4,561.00) hereby waives and releases its lien and right to claim a lien for labor, services,
or materials furnished to Chase Builders on the job of Lake Pointe Commons PH4, Law Office to the
following described property:

Lake Pointe Commons PH4
(Name of Development/Project)

9100 West College Pointe Drive
Fort Myers, FL 33919
(Location)

fire line up to and including 1st OS and Y valve
(Facilities Constructed)

16-45-24-44-00000.0004
(Strap # or Section, Township & Range)

Dated on: November 3, 2004

By: [Signature]
(Signature of Authorized Representative)

By: David L. Binkley
(Print Name of Authorized Representative)

Title: V.P.

Phone #: (239)574-3830 Ext.

BINK, INC.
(Name of Firm or Corporation)

2208 SE 18th Ave.
(Address of Firm or Corporation)

Cape Coral, FL 33990-4708
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)574-3839

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 3rd day of Nov, 2004 by DAVE Binkley
who has produced the following as identification Personally known, and who did take an oath.



Cynthia L. Phillips
Commission # DD100713
Expires April 12, 2006
Bonded Thru
Florida Notary Assn., Inc.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

(Printed Name of Notary Public)

(If more space is required, use additional forms(s)).

11.5

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:

X DLB
(Signature of Certifying Agent)

DAVID L. BINKLEY - V. PRESIDENT
(Name & Title of Certifying Agent)

BINK, INC.
(Name of Firm or Corporation)

2208 SE 18th AVE.
(Address of Firm or Corporation)

CAPE CORAL, FL. 33990

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 14 day of Oct., 2004 by David L Binkley who has produced the following as identification - _____, and who did take an oath. is personally known to me

Rosanne Stott
Notary Public Signature

Rosanne Stott
Printed Name of Notary Public

DD158008
Notary Commission Number



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

Strap Number:

16-45-24-44-00000.00CE

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2004 by and between Lake Pointe Commons Professional Office Condominium Association, Inc., 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.

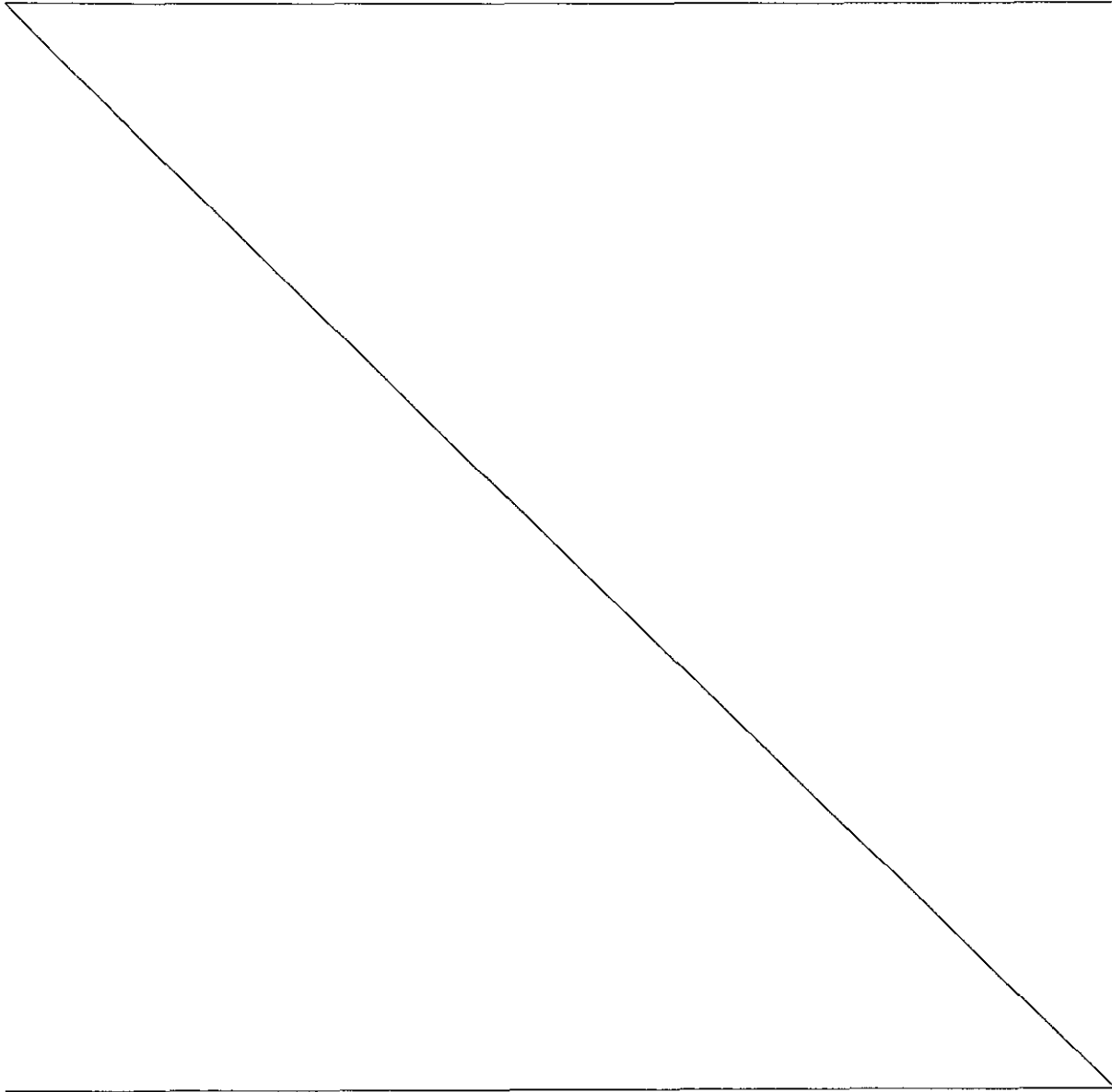
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

William T. Keene

[1st Witness' Signature]

William T. Keene

[Type or Print Name]

Rosanne Stott

[2nd Witness' Signature]

Rosanne Stott

[Type or Print Name]

BY:

James E. Kinsey, Jr.

[Signature Grantor or Owner's]

James E. Kinsey, Jr.

[Type or Print Name]

President

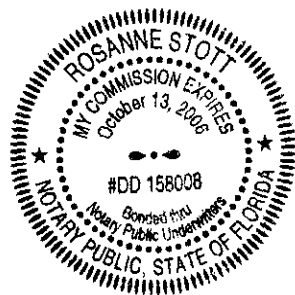
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 2nd day of November 2004, by James E. Kinsey, Jr. who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Rosanne Stott

[Signature of Notary]

Rosanne Stott

[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



GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S.
30930 OIL WELL RD., PUNTA GORDA, FL. 33955
(941) 639-7800 • FAX: (941) 639-7600

NICK POULOS, P.L.S.
2112 SE. 11TH ST., CAPE CORAL, FL. 33990
(239) 458-2388 • FAX: (239) 574-3719

OCTOBER 19, 2004
JOB NUMBER: 0455
FILE: 0455L01.LGL
DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN TRACT "G" OF COLLEGE
POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62, PAGES 76 THRU
78 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA WHICH IS
DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF
TRACT "M" OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT
BOOK 62, PAGES 76 THRU 78: THENCE S.88°38'05"W. FOR 76.00
FEET ALONG THE NORTH LINE OF 35 FOOT WIDE INGRESS-EGRESS,
PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT TO THE POINT OF
BEGINNING; FROM SAID POINT OF BEGINNING THENCE CONTINUE
S.88°38'05"W. FOR 10.00 FEET; THENCE N.01°21'55"W. FOR 13.00
FEET; THENCE N.88°38'05"E. FOR 10.00 FEET; THENCE
S.01°21'55"E. FOR 13.00 FEET TO THE POINT OF BEGINNING.

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

BEARINGS MENTIONED HEREIN ARE BASED ON THE PLAT OF COLLEGE
POINT SUBDIVISION AS RECORDED IN PLAT BOOK 62, AT PAGES 76
THRU 78.

REFER TO 8 1/2" X 11" SKETCH.
GULF SHORE SURVEYING, INC.

Tim J. Pufahl 10/19/04
TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

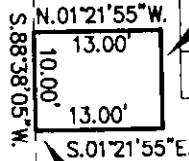
SUBJECT TO EASEMENTS,
RESTRICTIONS, RESERVATIONS, AND
RIGHTS OF WAY OF RECORD.
BEARINGS ARE BASED UPON THE PLAT BEARINGS OF COLLEGE POINTE
SUBDIVISION AS RECORDED IN PLAT BOOK 62, AT PAGES 76 THRU 78.

TRACT "G"

LOT 4

35' WIDE INGRESS-EGRESS,
PUBLIC UTILITY EASEMENT
& DRAINAGE EASEMENT

TRACT "G"



POINT OF
BEGINNING

S.88°38'05\"/>

TRACT "G"

TRACT "M"

POINT OF
COMMENCEMENT
SOUTHWEST CORNER
TRACT "M"



REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN
ACCURATE REPRESENTATION OF THE LANDS DESCRIBED
HEREON, WAS PREPARED IN ACCORDANCE WITH THE
MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING,
CHAPTER 61G17-8 FAC, AND AS PREPARED UNDER THE
DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED
LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF
OUR KNOWLEDGE AND BELIEF.

DATE OF SURVEY: 10/19/04

10/19/04

THE I. J. PERRY SURVEYING AND MAPPING
F.L. CERTIFICATE NO. 4988

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL HARD
COPY OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
SECTION 34, TOWNSHIP 45 SOUTH
RANGE 24 EAST
LEE COUNTY, FLORIDA

DATE : 10/19/04
SCALE : 1" = 20'
CADD : TP
CHECK : TP
FILE : 0455L01.DWG

GULF SHORE SURVEYING, INC.

LICENSED BUSINESS NO. 6728

LEE COUNTY:
2112 S.E. 11TH STREET
CAPE CORAL, FL 33990
(239) 458-2388

CHARLOTTE COUNTY:
30830 OIL WELL ROAD
PUNTA GORDA, FL 33955
(941) 639-7800



JOB#
0455
L01

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20041438

A. AUTHORIZATION:

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

Purchase Order # N/A for LAKE POINTE COMMONS, PHASE 4 project.
ACCOUNT NO. OD5360748700.504930

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

EASEMENT: LAKE POINTE COMMONS PROFESSIONAL OFFICE CONDOMINIUM ASSOCIATION, INC.

Sue Gullledge
SUE GULLEDGE Signature Authorization
11-4-04

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



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



FDOR10240300
 DR-219
 R. 07/98

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) → 1645244400000000CE

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: LAKE POINTE COMMONS PROF OFFICE CONDO ASSN**

Last: **P. O. BOX 1662** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33902**
 Mailing Address: City: State: Zip Code: Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last: **P. O. BOX 398** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33902 (2394798181)**
 Mailing Address: City: State: Zip Code: Phone No.

5. Date of Sale/Transfer: / / Sale/Transfer Price: \$. 00 Property Located In: **Lee**
 Month Day Year (Round to the nearest dollar.)

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: \$. 00
 (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 \$. 00

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

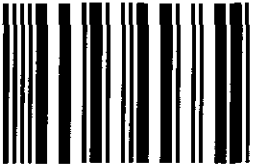
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true, if prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/hers has any knowledge.

Signature of Grantor or Grantee or Agent: [Signature] Date: 11/4/04

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 Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	

This copy to Property Appraiser



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



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

164524440000000CE

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? →

EASEMENT DONATION BY: LAKE POINTE COMMONS PROF OFFICE CONDO ASSN

3. Grantor (Seller):

Last First MI
P.O. BOX 1662 FT. MYERS FL

Corporate Name (if applicable)
33902 ()

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FT. MYERS FL 33902 ()

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI
P. O. BOX 398 FT. MYERS FL

Corporate Name (if applicable)
33902 (2394798181)

5. Date of Sale/Transfer

\$

Sale/Transfer Price

. 00

Property Located In

46

County Code

Month

Day

Year

(Round to the nearest dollar.)

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.) \$

. 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:
Mark (x) all
that apply

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

. 00

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

11/4/04

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	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year	

This copy to Department of Revenue