

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20020873-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 4" fire line serving **PALM CASUAL FURNITURE**. This is a Developer contributed asset and the project is located along the east side of U.S. 41 North approximately 1/4 mile north of Pondella Road.

WHY ACTION IS NECESSARY:

To provide potable water service and fire protection the recently constructed furniture store.

WHAT ACTION ACCOMPLISHES:

Places the water main and fire line into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 4

C10A

3. MEETING DATE:

08-20-2002

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: 7/25/02

7. BACKGROUND:

The Board granted permission to construct on 03-27-01, Blue Sheet #20010261.
 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.
 Sewer service is provided by an on-site septic system.
 Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 02 TOWNSHIP 44S RANGE 24E DISTRICT #4 COMMISSIONER COY

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	
<p><i>J. Lavender</i> J. Lavender Date: <u>8-2-02</u></p>	<p>N/A Date:</p>	<p>N/A Date:</p>	<p><i>T. Osterhout</i> T. Osterhout Date: <u>7-25</u></p>	<p><i>D. Owen</i> D. Owen Date: <u>8/4/02</u></p>	<p><u>DD</u> <u>8/1/02</u></p>	<p><u>8/1/02</u></p>	<p><u>8/8/02</u></p>	<p><u>8/7/02</u></p>	<p><i>J. Lavender</i> J. Lavender Date: <u>8-2-02</u></p>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 8/6/02
 Time: 4:00pm

Forwarded To:
8/6/02 4:30pm

RECEIVED BY
 COUNTY ADMIN. DD
8-6-02
4:30
 COUNTY ADMIN.
 FORWARDED TO:
8/8/02 9:00

RESOLUTION NO. _____

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

WHEREAS, it is the desire of BONITA LAND, INC., owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension and one 4" diameter fire line), serving "PALM CASUAL FURNITURE"; 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 \$35,155.00 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(C): _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah (V-C) _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2002.

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

LETTER OF COMPLETION

DATE: 5-21-02

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 _____

_____ Palm Casual Furniture _____
(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: Pressure Test
Final Inspection

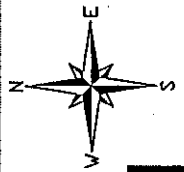
Very truly yours,

InK Engineering / LBFH Inc
(Owner or Name of Corporation)

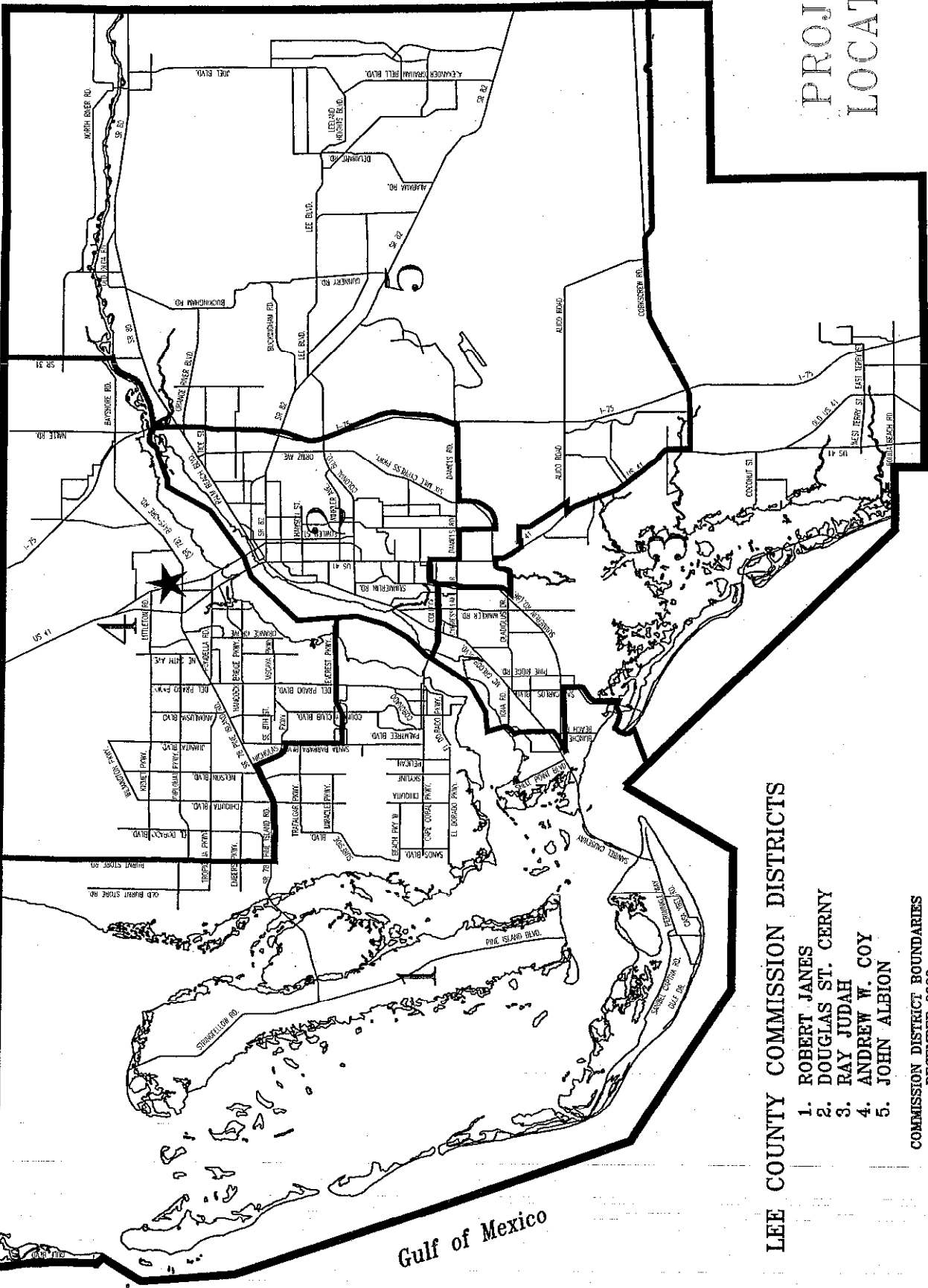
Jason M. Meris
(Signature)

Vice President
(Title)

SEAL OF ENGINEERING FIRM



PALM CASUAL FURNITURE
 02-44-24-00-0065-0000
 COMMISSION DISTRICT # 4 - ANDREW W. COY



PROJECT
 LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

Gulf of Mexico

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): PALM CASUAL FURNITURE 14130 N. CLEVELAND AVE.

STRAP# 02-44-24-00-00065.0000

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.

CHRISTO, INCORPORATED

(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keeling*
(SIGNATURE & TITLE)

ROBERT A. KEELING - PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 1st day of APRIL, 2002 by ROBERT A. KEELING who has produced PERSONALLY KNOWN TO ME
(Print or Type Name) (Type Of Identification and Number)

as identification, and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM

Printed Name of Notary Public

CC900356 JAN. 6, 2004

Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(NOTARY SEAL)

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that ROBERT A. KEILING
 as PRESIDENT, of CHRISTO, INCORPORATED,
 for and in consideration of THIRTYFIVE THOUSAND ONE HUNDREDFIFTY FIVE & 00/100 (\$ 35,155.00)
 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 for work
 performed or material furnished, or any kind or class of lien whatsoever on the following described property:

PALM CASU ALFURNITURE
14130 N. CLEVELAND AVE. **STRAP# 02-44-24-00-000065.0000**
N. FORT MYERS, FL.
 (Please provide full name and location of development and a

description of the utility system constructed).

CUT-IN 6" X 6" TEE, 6" GATE,
 25 LF 16" JACK-N-BORE, 569 LF 12"
 WATER LINE, 12" GATE VALVE, FIRE HYDRANT,
 4" FIRE SERVICE W/BACKFLOW & 1" WATER
 SERVICE TO SERVE NEW COMMERCIAL BLDG.

CHRISTO, INCORPORATED
4461-B HANCOCK BRIDGE PKWY.
N. FORT MYERS, FL 33903
(941)997-2823
 NAME & ADDRESS OF FIRM OR CORPORATION

BY: *Robert A Keiling*
 AUTHORIZED REPRESENTATIVE
 ROBERT A. KEILING - PRESIDENT

STATE OF FLORIDA)
) SS:
 COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 1st day of APRIL, 2002
 by ROBERT A. KEILING who has produced PERSONALLY KNOWN TO ME
 (Print or Type Name) (Type Of Identification and Number)
 as identification, and who (did) (did not) take an oath.

Mark K Nottingham
 Notary Public Signature
MARK K. NOTTINGHAM
 Printed Name of Notary Public
CC900356 JAN. 6, 2004

MARK K. NOTTINGHAM
 Notary Public, State of Florida
 My comm. exp. Jan. 6, 2004
 Comm. No. CC900356

Notary Commission Number (NOTARY SEAL)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: PALM CASUAL FURNITURE

LOCATION: 14130 N. CLEVELAND SVE. FORT MYERS, FL

STRAP# 02-44-24-00-00065.0000
(Including STRAP)

NAME AND ADDRESS OF OWNER: KROY CROWFOOT, / BONITA LAND INC.
3100 JOHN YOUNG PKWY., ORLANDO FL /
(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
PVC C-900, DR-18	12"	530 ✓	LF	25.00	13,250.00
PVC C-900, DR 18	6"	25 ✓	LF	15.00	375.00
DIP CL 50	12"	39 ✓	LF	35.00	1,365.00
DIP CL 50	6"	40 ✓	LF	20.00	800.00
DIP CL 50	4"	2 ✓	LF	16.00	32.00
MJ TEE	12" X 6"	1 ✓	EA	500.00	500.00
MJ TEE	12" X 4"	1 ✓	EA	500.00	500.00
MJ 22½° BEND	12"	1 ✓	EA	450.00	450.00
MJ 11½° BEND	12"	1 ✓	EA	450.00	450.00
MJ CAP	12"	1 ✓	EA	300.00	300.00
MJ TEE	6" X 6"	1 ✓	EA	1200.00	1200.00
GATE VALVE	12"	1 ✓	EA	1500.00	1500.00
PVC AC COUPLING	6"	2 ✓	EA	1000.00	2000.00
STEEL CASING	16"	25 ✓	LF	200.00	5000.00
GATE VALVE	6"	2 ✓	EA	750.00	1500.00
FIRE HYDRANT	5½"	1 ✓	EA	2508.00	2508.00
MJ 90° BEND	4"	1 ✓	EA	250.00	250.00
FLANGE 90° BEND	4"	1 ✓	EA	300.00	300.00
FLANGE X P.E. SPOOL	4" X 6'	1 ✓	EA	300.00	300.00
FLANGE X P.E. SPOOL	4" X 2'	1 ✓	EA	200.00	200.00
OS & V VALVE	4"	1 ✓	EA	650.00	650.00
MJ REDUCER	12" X 6"	1 ✓	EA	300.00	300.00
BOLLARDS	6"	5 ✓	EA	175.00	875.00
WATER SERVICE	3/4"	1 ✓	EA	550.00	550.00
				TOTAL	35,155.00 ✓

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

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: ROBERT A. KEILING - PRESIDENT

Robert A. Keiling

(Name & Title of Certifying Agent)

OF: CHRISTO, INCORPORATED

(Firm or Corporation)

ADDRESS: 4461-B HANCOCK BRIDGE PKWY.

N. FORT MYERS, FL 33903

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 1st day of APRIL, 2002 by ROBERT A. KEILING who has produced PERSONALLY KNOWN TO ME

(Print or Type Name)

(Type Of Identification and Number)

as identification, and who (did) (did not) take an oath.

Mark K. Nottingham

Notary Public Signature

MARK K. NOTTINGHAM

Printed Name of Notary Public

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

CC900356 JAN. 6, 2004

Notary Commission Number

(NOTARY SEAL)

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street, Third Floor
Fort Myers, FL 33901

11.8

LEE COUNTY UTILITIES

EXCLUSIVE USE EASEMENT GRANT

AND INDEMNITY AGREEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, between BONITA LAND, INC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants and transfers to the GRANTEE, its successors and assigns, the use of an exclusive utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference.

2. GRANTEE is 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 facilities.

3. The exclusive 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 to be reserved for utility lines, mains, or 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 shall not be constructed upon or placed in this easement, at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to the utilities constructed hereunder shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any 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 property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall indemnify and hold the GRANTEE harmless for any consequential damage to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which results from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE shall indemnify, save harmless and defend GRANTOR(S) against all losses, claims, demands,

11.8

payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of GRANTEE, its agents, consultants, employees or contractors in the execution of any work performed pursuant to this same, and agrees to assume any related costs.

8. GRANTEE shall have a 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.

9. By acceptance of this easement, the County assumes no responsibility for ownership or maintenance of roads. The easement is exclusively for Lee County Utilities, for utility purposes only.

10. This Agreement shall be binding upon the parties hereto, their successors and assigns.

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

[Signature]
1st Witness

[Signature]
Kroy E Crofoot, GRANTOR

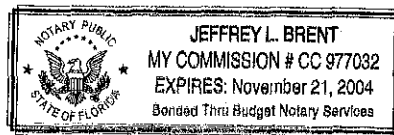
[Signature]
2nd Witness

TITLE: PRESIDENT - BONITA LAND
(V. P. / Palm Casual)

STATE OF FLA.)
) SS:
COUNTY OF Orange)

The foregoing instrument was signed and acknowledged before me this 23 day of MAY, 2002
by Kroy E Crofoot who has produced FL. D.L.
(Print or Type Name) (Type Of Identification and Number)
as identification, and who (did) (did not) take an oath.

[Signature]
Notary Public Signature
JEFFREY L BRENT
Printed Name of Notary Public



CC 977032
Notary Commission Number

(NOTARY SEAL)

Approved As To Form:

Office of County Attorney

A Division of
LBFH, Inc.

CIVIL
AGRICULTURAL
WATER RESOURCES
WATER & WASTEWATER
TRANSPORTATION
SURVEYING & MAPPING
GIS

"Partners for Results
Value by Design"

1400 Colonial Blvd., Suite 31
Fort Myers, FL 33907
(941) 931-0455
Fax: (941) 931-0456
www.lbfh.com

A 20 FEET WIDE "LEE COUNTY UTILITIES EXCLUSIVE USE EASEMENT" LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION OF EASEMENT

A 20 FEET WIDE "LEE COUNTY UTILITIES EXCLUSIVE USE EASEMENT" LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. THE TWO (2) CENTERLINES OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL); THENCE S.39°28'03"E. ALONG SAID RIGHT-OF-WAY LINE FOR 166.23 FEET TO THE POINT OF BEGINNING OF CENTERLINE NO. 1 OF SAID 20 FEET WIDE EASEMENT:

FROM SAID POINT OF BEGINNING; THENCE N.75°29'33"E. ALONG SAID CENTERLINE NO. 1 FOR 39.74 FEET; THENCE ALONG SAID CENTERLINE NO. 1, N.53°43'15"E. FOR 7.00 FEET TO POINT "A" (POINT "A" BEING THE POINT OF BEGINNING OF CENTERLINE NO. 2); THENCE CONTINUE ALONG SAID CENTERLINE NO. 1, N.53°43'15"E. FOR 214.64 FEET TO A POINT BEING 10 FEET NORTH (PERPENDICULAR) OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE ALONG SAID CENTERLINE NO. 1, N.89°11'32"E. (PARALLEL WITH AND 10 FEET NORTH ON A PERPENDICULAR) FOR 336.64 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 AND THE POINT OF TERMINUS OF SAID CENTERLINE NO. 1 OF SAID EASEMENT.

CENTERLINE NO. 2 OF SAID EASEMENT BEGINNING AT SAID POINT "A"; THENCE S.36°16'45"E. FOR 31.17 FEET TO THE TERMINUS OF SAID CENTERLINE NO. 2.

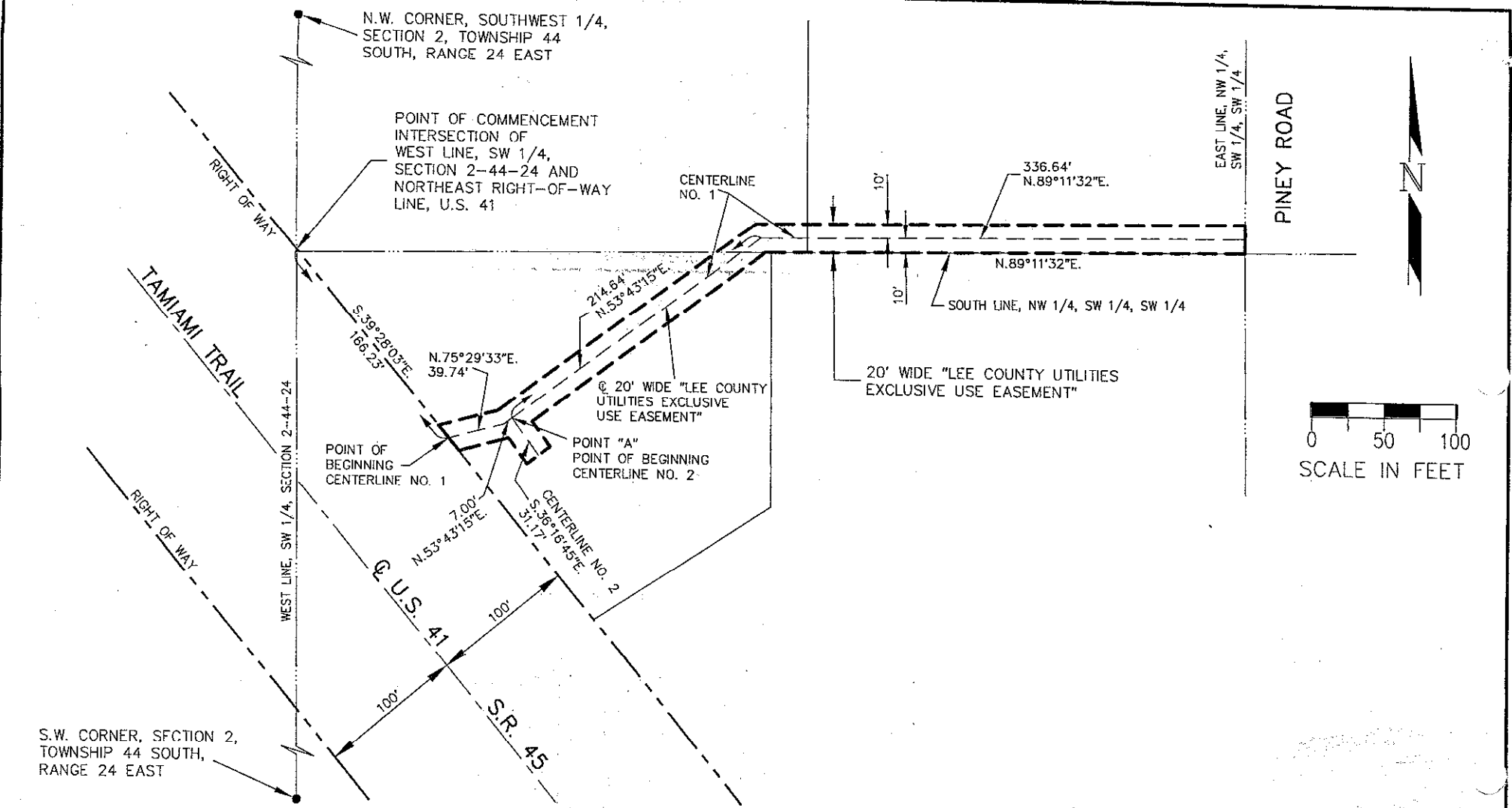
THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND THE TERMINAL BOUNDARIES OF SAID EASEMENT. THE WESTERLY TERMINAL BOUNDARY BEING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41 AND THE EASTERLY TERMINAL BOUNDARY BEING SAID EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

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

REFER TO 8 1/2" X 11" SKETCH. (SHEET 2 OF 2)

INK ENGINEERING, A DIVISION OF LBFH INC.
BPR & FBPE LICENSE NO. 959


GLENN C. ADAMS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FL. CERT. NO. 6062



REFER TO ATTACHED DESCRIPTION

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

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

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. 41 BEING S.39°28'03"E.

GLENN C. ADAMS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 6062

SHEET 2 OF 2

Page 4

SKETCH (NOT A SURVEY)

A 20' WIDE "LEE COUNTY UTILITIES EXCLUSIVE USE EASEMENT"
LYING IN
SECTION 2, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

DATE	7/23/02
SCALE	1"=100'
DRAWN	G.C.A.
CHECK	
APPROVED	

Ink Engineering

CONSULTING CIVIL ENGINEERS,
SURVEYORS & MAPPERS
*"Partners For Results,
Value By Design"*

1400 Colonial Blvd., Suite 31, Fort Myers, Florida 33907
(941) 931-0455 Fax: (941) 931-0456
BPR & FBPE License No: 959 www.lbfh.com

FILE: 9930SKT2

JOB NO.:

9930



August 1, 2002

To Whom It May Concern:

Kroy Crofoot, owner and president of Bonita Land Company, Inc., is authorized to sign any and/or all documents pertaining to Bonita Land Company, Inc.

Sincerely,

A handwritten signature in cursive script, appearing to read "K Crofoot".

Kroy Crofoot
President



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

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

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

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

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

02442400000650000

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? →

BONITA LAND INC.

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)
 3100 JOHN YOUNG PARKWAY, ORLANDO FL 32804

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Month Day Year

Sale/Transfer Price

\$ (Round to the nearest dollar.)

Property Located In County Code (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:

YES / NO

\$ (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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 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

RICK DIAZ, UTILITY DIRECTOR

Date 7/25/02

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 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> and Page Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> and File Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Date Recorded <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <small>Month Day Year</small>	

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for PALM CASUAL FURNITURE (EASEMENT DONATION) BS #20020873 project. (BONITA LAND INC)

ACCOUNT NO. OD5360748700.504930

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

Sue Gullledge
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

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

REC'D _____

ENTERED _____

CUST. # _____

INV. # _____

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

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