

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030611 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution and recording of one (1) Utility Easement as a donation of a gravity main extension, two (2) 2" diameter fire lines, one (1) 1-1/2" diameter fire line, one (1) fire hydrant and three (3) water services serving SHIPYARD VILLAS. This is a developer contributed asset project located on the northwest corner of North Key Drive and Beau Drive.

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

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

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 4

C10D

3. MEETING DATE:
06-10-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER Res., 1 Easement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER:
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 5/22/03

7. BACKGROUND:

The Board granted permission to construct on 05/14/02, Blue Sheet #20020413.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed. Satisfactory closed circuit television inspection of the gravity collection system has been performed. As-builts have been provided.
Engineer's Certification of Completion has been provided---copy attached.
Project location map---copy attached.
Warranty has been provided---copy attached.
Waiver of Lien has been provided---copy attached.
Certification of Contributory Assets has been provided---copy attached.
100% of the connection fees have been paid.

Funds for recording fees are available in Account No. OD5360748700.504930.

SECTIONS 35 TOWNSHIP 45S RANGE 23E DISTRICT #4 COMMISSIONER COY

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. J. Lavender</i> Date: 5-23-03	N/A Date:	N/A Date:	<i>R.O.</i> T. Osterhout Date: 5-22	<i>[Signature]</i> B. Owen Date: 5/27/03	<i>[Signature]</i> 5-27-03	<i>[Signature]</i> 5/28/03	<i>[Signature]</i> 5/28/03	<i>[Signature]</i> 5/27/03	<i>[Signature]</i> J. J. Lavender Date: 5-23-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 5/27/03
Time: 1:38 PM
Forwarded To:
City Admin.
5-27-03 2:45

RECEIVED BY
COUNTY ADMIN. *EW*
5/27/03
COUNTY ADMIN.
FORWARDED TO:
5/29/03 *AW*

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Shipyards Development, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (two 2" diameter fire lines, one 1-1/2" diameter fire line, one fire hydrant, three water services), and sewer facilities (gravity main extension) serving "**SHIPYARD VILLAS**"; 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 **\$51,001.90** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes : _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah (C): _____ (3)
- Commissioner Andrew Coy: _____ (4)
- Commissioner John Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

COPY

11.4

LETTER OF COMPLETION

DATE: 3/18/2003

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

Gentlemen:

This is to certify that the water distribution and gravity collection system(s) located in
SHIPYARD'S VILLAS CONDOMINIUM, LLC
(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:

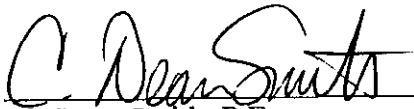
Bacteriological Test

Pressure Test(s) - Water Main

TV Inspection (Gravity Sewer Main)

Very truly yours,

Q. Grady Minor & Associates, P.A.
(Owner or Name of Corporation)



C. Dean Smith, P.E.

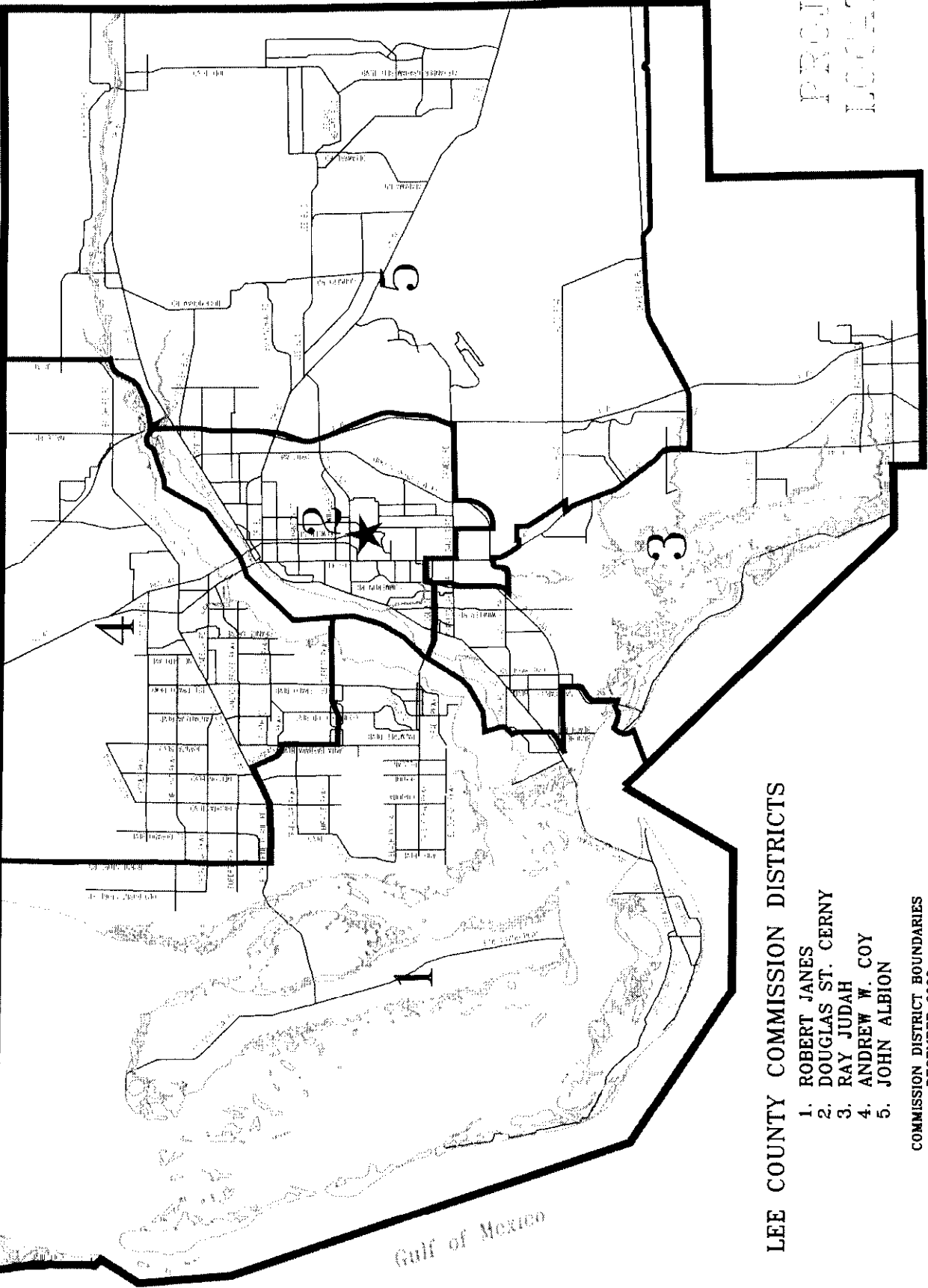
Vice President
(Title)

(Seal of Engineering Firm)

SHIPYARD VILLAS
11-44-24-10-0030A.0110 & 11-44-24-00-00017.3110
COMMISSION DISTRICT # 4 - ANDREW W. COY

COPY

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

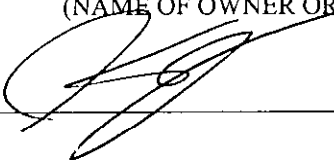
Warranty

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development) Shipyards Villas

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 contractor was let that such warranty and/or guaranty would be given.

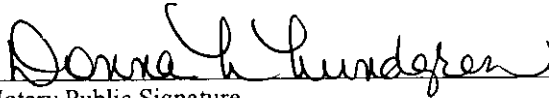
Jensen Underground Utilities
(NAME OF OWNER OR CONTRACTOR)

BY:  Kevin Jensen, President
(SIGNATURE & TITLE)

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 20 day of February, 2003 by Kevin Jensen who has produced
(Print or Type Name)

Personally Known
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.


Notary Public Signature

Printed Name of Notary Public

(NOTARY SEAL)

Notary Commission Number



Donna L. Lundgren
MY COMMISSION # CC842278 EXPIRES
June 1, 2003

COPY

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

The undersigned lienor, in consideration of the final payment in the amount of Fifty One Thousand One Dollar and 90 Cents (\$51,001.90) hereby waives and releases its lien and right to

claim a lien for labor, services, or materials furnished to D. Garrett Construction on the job of Shipyard Villas to the following described property:

Shipyard Villas _____ Lee County Utilities
(Name of Development/Project) (Facilities Constructed)

3355 N. Key Drive, Ft. Myers, FL _____ 11-44-24-10-0030A.0010 & 11-44-24-00-00017.3110
(Location) (Strap # or Section, Township & Range)
(please provide full name and location of development and a description of the utility system constructed)

Dated on: May 14, 2003, 2003

By: _____ Jensen Underground Utilities, Inc.
(Signature of Authorized Representative) (Name of Firm or Corporation)

By: Kevin Jensen, President _____ 5585 Taylor Road,
(Print Name of Authorized Representative) (Address of Firm or Corporation)

Phone #: (239) 597-0060 _____ Naples, FL 34109
(City, State & Zip of Firm or Corporation)

Fax #: (239) 597-0061

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The forgoing instrument was signed and acknowledged before me this 14th day of May, 2003 by Kevin Jensen who is personally known, and who did not take an oath.

Donna L. Lundgren
(Notary Public Signature)

(Notary Seal & Commission Number)

Donna L. Lundgren
(Printed Name of Notary Public)



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:

Sworn to and subscribed
before me this 5 day
of May, 2003


NOTARY PUBLIC

Kevin Jensen, President
(Name & Title of Certifying Agent)

OF: Jensen Underground Utilities, Inc.
(Firm or Corporation)

ADDRESS: 5585 Taylor Road, Naples, FL 34109

COMMISSION EXPIRES

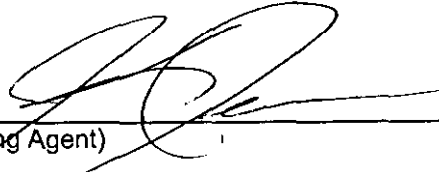


I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

Sworn to and subscribed
before me this 14 day
of May, 2003

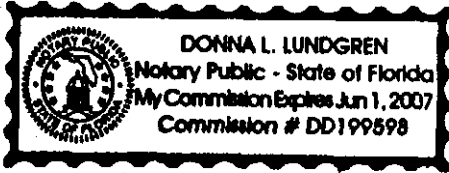

NOTARY PUBLIC


Kevin Jensen, President
(Name & Title of Certifying Agent)

OF: Jensen Underground Utilities, Inc.
(Firm or Corporation)

ADDRESS: 5585 Taylor Road, Naples, FL 34109

COMMISSION EXPIRES



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 _____, 2003, by and between SHIPYARD'S DEVELOPMENT, 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.

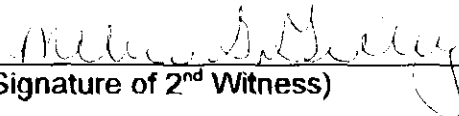
Shipyard's Development LLC

X 
(Signature of 1st Witness)

X 
(Grantor's/Owner's Signature)

J. Mark A. Olsen
(Name of 1st Witness)

(Grantor's/Owner's Name)

X 
(Signature of 2nd Witness)

Owner By *Mark J. Woodward*
Title *Managing Member*

Melissa S. Gaudin
(Name of 2nd Witness)

STATE OF Florida)
) SS:
COUNTY OF Collier)

Mark The foregoing instrument was signed and acknowledged before me this 11 th day of ~~FEB~~ MAR 2003 by MARK WOODWARD who has produced the following as identification - personally known , and who did take an oath.



Notary Public Signature

TAMMY PRICE
Printed Name of Notary Public



Tammy Price
Commission # GC 821584
Expires Mar. 28, 2003
Bonded Thru
Atlantic Bonding Co., Inc

(Notary Seal & Commission Number)

LEGAL DESCRIPTION

SHIPYARD'S VILLAS

20 FOOT WIDE UTILITY EASEMENT

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTH KEY, UNIT I, AS RECORDED IN PLAT BOOK 28 AT PAGE 27 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "B" OF SAID NORTH KEY, UNIT I; THENCE RUN N 77°08'53" E, ALONG THE SOUTHERLY LINE OF TRACT "B", FOR A DISTANCE OF 329.77 FEET; THENCE RUN N 12°51'07" W FOR A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE RUN N 77°08'53" E FOR A DISTANCE OF 110.00 FEET; THENCE RUN S 12°51'07" E FOR A DISTANCE OF 45.00 FEET; THENCE RUN N 12°51'07" W FOR A DISTANCE OF 45.00 FEET; THENCE RUN N 80°53'03" E FOR A DISTANCE OF 134.48 FEET; THENCE RUN N 84°30'53" E FOR A DISTANCE OF 151.40 FEET; THENCE RUN S 05°29'07" E FOR A DISTANCE OF 45.00 FEET; THENCE RUN N 05°29'07" W FOR A DISTANCE OF 45.00 FEET; THENCE RUN N 84°30'53" E FOR A DISTANCE OF 267.00 FEET TO THE END OF THE HEREIN DESCRIBED CENTERLINE, CONTAINING 0.336 ACRE, MORE OR LESS.

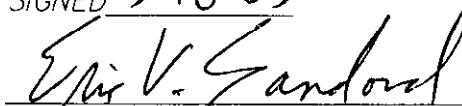
BEARINGS SHOWN HEREON REFER TO THE SOUTHERLY LINE OF TRACT "B", AS BEING N 77°08'53" E.

THE SIDELINES OF THIS HEREIN DESCRIBED EASEMENT TERMINATE PERPENDICULAR TO THE BEGINNING AND END POINTS DESCRIBED HEREIN.

THIS PARCEL OF LAND IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED 3-18-03



ERIC V. SANDOVAL

P.S.M. #5223

STATE OF FLORIDA

SHEET 1 OF 2

DRAWN: EVS

JOB CODE: SYX

Q. GRADY MINOR AND ASSOCIATES, P.A.

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134

PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

LEGAL DESCRIPTION

UTILITY EASEMENT

SHIPYARD'S VILLAS

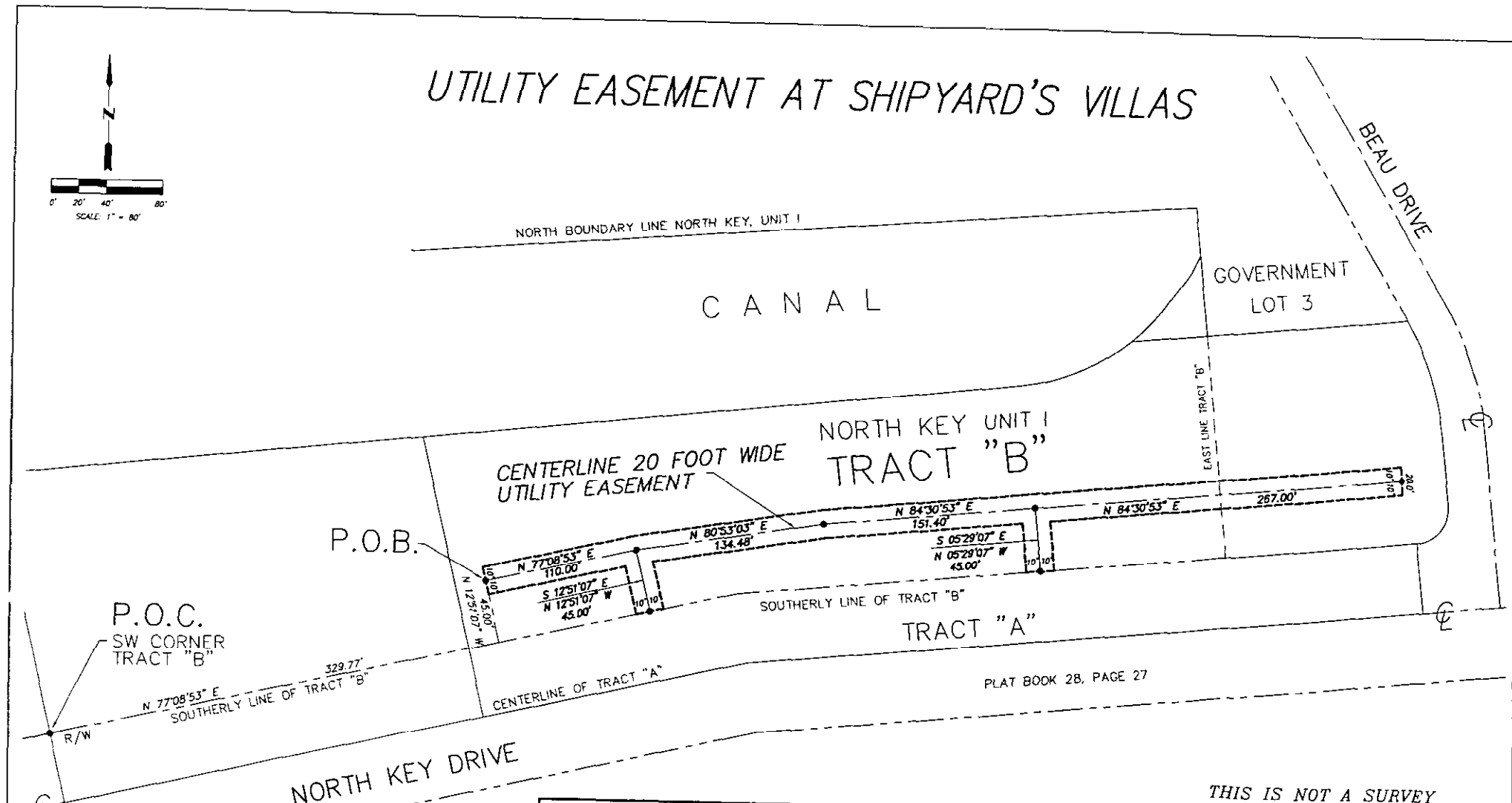
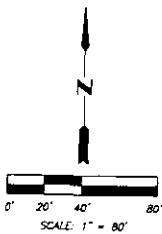
SECTION 11, TOWNSHIP 44 SOUTH, RANGE 24 EAST,
NORTH FORT MYERS, LEE COUNTY, FLORIDA

DATE: MARCH 2003

DRAWING: B-2576(1)

COPY

UTILITY EASEMENT AT SHIPYARD'S VILLAS



SHEET 2 OF 2
 CREW CHIEF:
 DRAWN: EVS
 JOB CODE: SYX
 SCALE: 1"=80'

LEGEND
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R/W RIGHT-OF-WAY

Q. GRADY MINOR AND ASSOCIATES, P.A.
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
 3800 VIA DEL REY
 BONITA SPRINGS, FLORIDA 34134
 PHONE: (239) 947-1144 FAX: (239) 947-0375
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

THIS IS NOT A SURVEY
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 UTILITY EASEMENT
 SHIPYARD'S VILLAS,
 SECTION 11, TOWNSHIP 44 SOUTH, RANGE 24 EAST,
 NORTH FORT MYERS, LEE COUNTY, FLORIDA
 DATE: MARCH 2003 DRAWING: B-2576(2)

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

BS 20030611-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for SHIPYARD VILLAS (SHIPYARDS DEVELOPMENT LLC) project.

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



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) →

1144240000173110

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):

SHOPYARDS DEVELOPMENT LLC

Last: 3200 TAMIAMI TRAIL N - SUITE 200, NAPLES FL 34103

First: MI Corporate Name (if applicable)

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Last: P. O. BOX 398, FT. MYERS FL 33902

First: MI Corporate Name (if applicable) 239 479-8181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Month / Day / Year

Sale/Transfer Price \$

Property Located In 4 6 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

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 nearest dollar.)

YES / NO

\$

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, UTILITIES DIRECTOR Date 5/22/03

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)	Clerks Date Stamp
O. R. Book and Page Number and File Number	
Date Recorded	