

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20070516-UTL**

**1. ACTION REQUESTED/PURPOSE:**

Developer Contributed Asset: Approve final acceptance, by Resolution, and recording of one (1) Utility Easement, as a donation of a gravity collection system to provide sanitary sewer service to *Majestic Fountains*, a recently constructed multi-family residential development. This is a Developer Contributed asset project located on the north side of Kelly Road between McGregor Boulevard and San Carlos Boulevard.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

**4. MANAGEMENT RECOMMENDATION:** Approval.

**5. Departmental Category:** 10 - Utilities **C10K**

**6. Meeting Date:** APR 24 2007

**7. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**8. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code
- Other Approval

**9. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Public Works  
 Division Utilities  
 By: Douglas L. Meurer 4-5-2007  
**Douglas L. Meurer, P.E., Director**

**10. Background:**

The Board granted permission to construct on 04/19/05, Blue Sheet #20050358.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory pressure testing has been completed.  
 Satisfactory lift station start-up has been performed. (LS#1140)  
 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.  
 There was no capacity reserved in association with this portion of the project, therefore, there were no connection fees required. Connection fees were paid with the on-site phases of the project.  
 Potable water service is provided by Lee County Utilities via on-site infrastructure recently constructed under separate phases of the project.  
 Funds are available for recording fees in: Account No. OD5360748700.504930  
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 31    TOWNSHIP 45S    RANGE 24E    DISTRICT # 3    COMMISSIONER JUDAH

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>4/6/07</u>	N/A Date:	N/A Date:	<u>P.O.</u> T. Osterhout Date: <u>4/5</u>	<u>S. Coovrt</u> S. Coovrt Date: <u>4/9/07</u>	<u>RK4/11</u>	<u>4/10/07</u>	<u>4/10/07</u>	<u>4/11/07</u>	<u>J. Lavender</u> Date: <u>4/6/07</u>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: PK  
4-10-07  
1pm  
 COUNTY ADMIN  
 FORWARDED TO: PK  
4-10-07  
11am

Rec. by CoAtty  
 Date: 4/9/07  
 Time: 10:30am  
 Forwarded To:  
Admin  
4/9/07 4pm

RESOLUTION NO.

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

WHEREAS, it is the desire of **"PULTE HOME CORP."**, owners of record, to make a contribution to Lee County Utilities of sewer facilities (**a gravity collection system**), serving **"TDG-FORT MYERS, LLC"**; 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 **\$280,012.12** 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 Brian Bigelow: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner Frank Mann: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIR

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**BS 20070516-UTL**

COPY

LETTER OF COMPLETION

DATE: 3/31/2006

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

Gentlemen:

This is to certify that the **sanitary sewer system** located in  
**Majestic Fountains Offsite Utilities**  
(Name of Development/Project)

was designed by me and has been constructed in conformance with:  
**the approved plans and the approved specifications**

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

**Pressure Test(s) - Force Main and Low Pressure Test(s) - Gravity Main and  
TV Inspection, Mandrill - Gravity Main Lift Station Start-up**

Very truly yours,

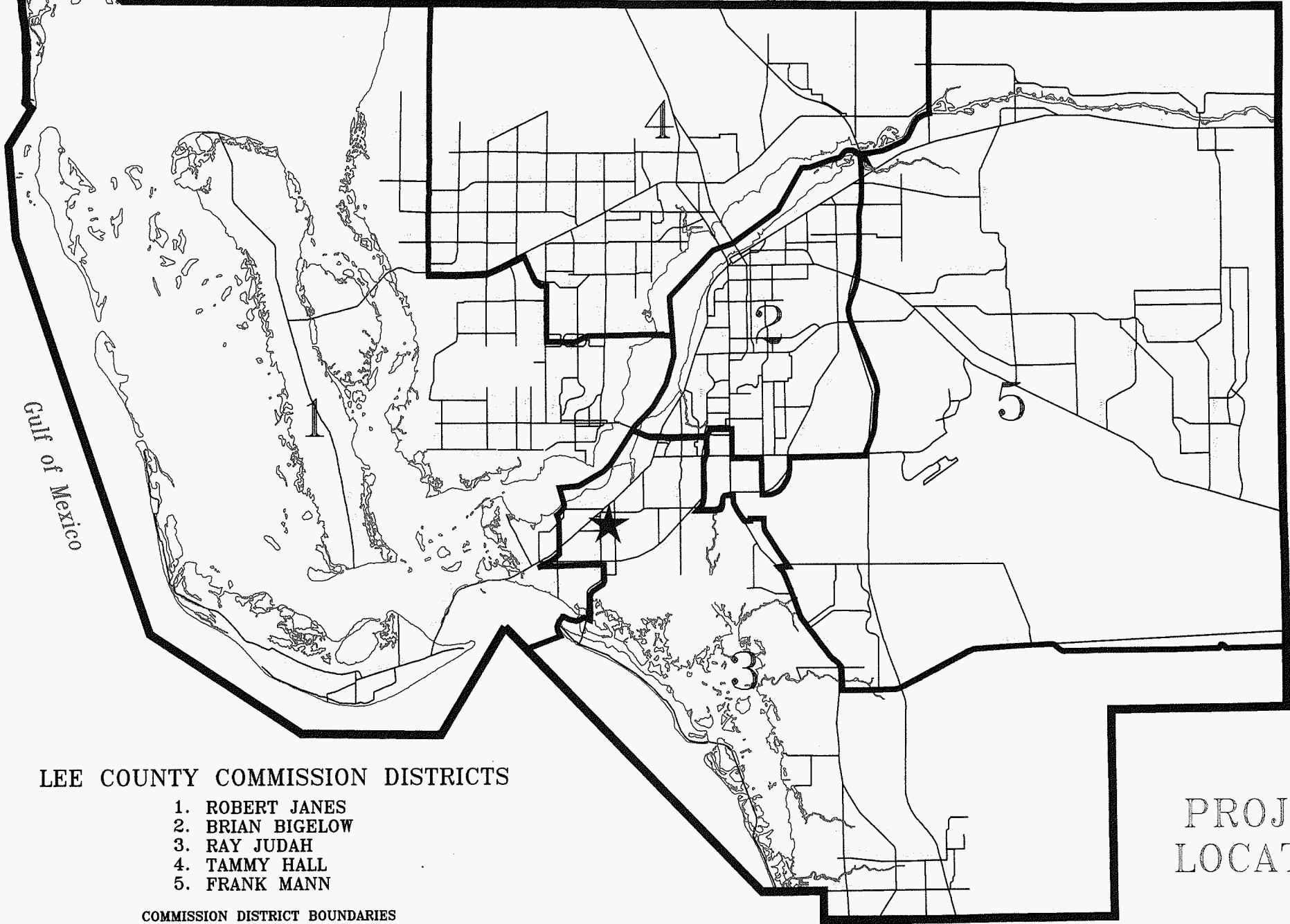
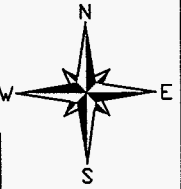
Ronald Waldrop / Waldrop Engineering, P.A.  
(Owner or Name of Corporation/Firm)

  
(Signature) 3/31/06

Ronald Waldrop  
President  
(Name and Title)

(Seal of Engineering Firm)

MAJESTIC FOUNTAINS (OFF-SITE)  
31-45-24-00-00011.0060 & 57-0000C.0000  
COMMISSION DISTRICT #3 - JUDAH



Gulf of Mexico

COPY

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. BRIAN BIGELOW
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. FRANK MANN

PROJECT  
LOCATION

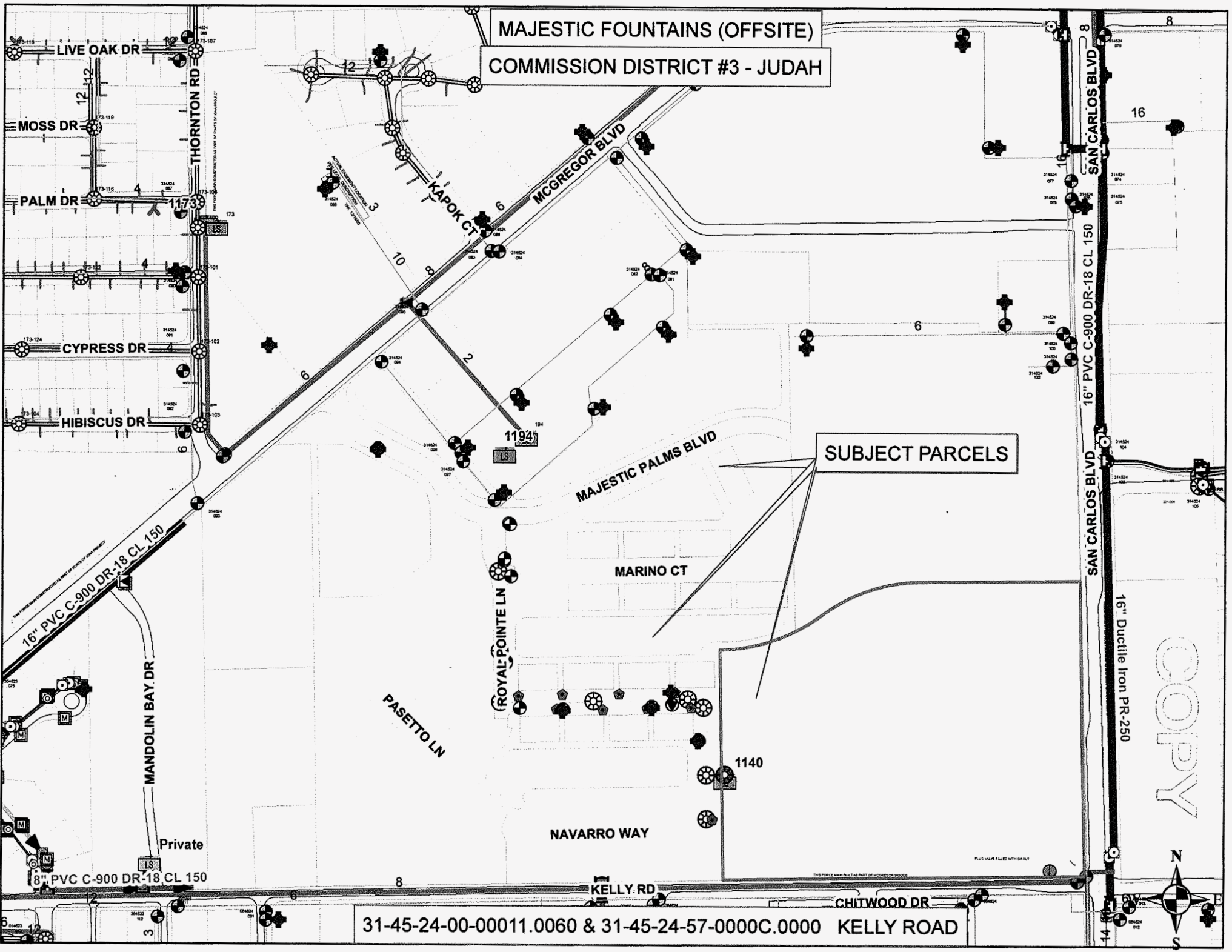
COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

MAJESTIC FOUNTAINS (OFFSITE)  
COMMISSION DISTRICT #3 - JUDAH

SUBJECT PARCELS

COPY

31-45-24-00-00011.0060 & 31-45-24-57-0000C.0000 KELLY ROAD



Private

PLUS VALVE FILLED WITH GRUNT

THIS FORCE MAIN IS PART OF A FORCE MAIN

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the sewer system of Majestic Fountains Offsite Utilities 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.

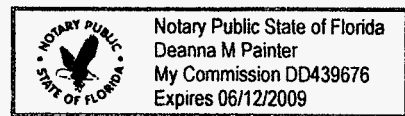
Guymann Construction of Florida Inc  
(Name of Owner/Contractor)

BY:   
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of MAR, 2006 by Aaron Hunt-Branch who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
Notary Public Signature



Deanna Painter  
Printed Name of Notary Public

(Notary Seal & Commission Number)

RECEIVED MAR 31 2006







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 *Bob Russell*  
(Signature of Certifying Agent)

Bob Russell, Project Manger  
(Name & Title of Certifying Agent)

Guymann Construction  
(Name of Firm or Corporation)

5686 Youngquist Road  
(Address of Firm or Corporation)

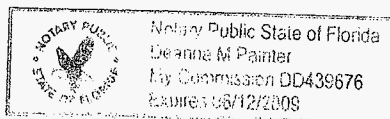
Fort Myers, FL 33912 -

STATE OF FL )  
) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 20 th day of November, 2006 by Bob Russell who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Deanna M Painter*  
Notary Public Signature

Deanna Painter  
Printed Name of Notary Public

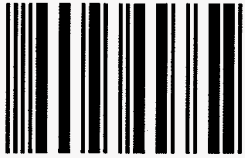


DD439676  
Notary Commission Number

(NOTARY SEAL)







**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 0123456789**  
**31452400000110060**

2. Mark (x) all that apply: Multi-parcel transaction? → **EASEMENT :** Transaction is a split or cutout from another parcel? → **BS 20070516** Property was improved with building(s) at time of sale/transfer? → **TDG-FORT MYERS, LLC**

3. Grantor (Seller):  
 Last First MI Corporate Name (if applicable)  
**25 N BRENTWOOD BLVD ST. LOUIS MO 63105**

Mailing Address City State Zip Code Phone No.  
**THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**

4. Grantee (Buyer):  
 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: **04 24 2007** Sale/Transfer Price: **\$ 10** Property Located In: **46** County Code: **46**  
 Month Day Year (Round to the nearest dollar.)

6. Type of Document: Warranty Deed Contract/Agreement for Deed  Other  7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **\$ 0.00**  
 (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  
 Mark (x) all that apply: Vacant

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  \$ **0.70** Cents **00**

12. Amount of Documentary Stamp Tax → **0.70**

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 *[Signature]* Date **4/5/07**

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

**This copy to Department of Revenue**

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

***Sue Gulledge***

**CHARGE TO: LEE COUNTY UTILITIES -  
LCU 500283**

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070516-UTL**

**PROJECT NAME: MAJESTIC FOUNTAINS**

**EASEMENT NAME: TDG-FORT MYERS, LLC**

**TYPING BY: *Sue Gulledge***

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

Strap Number(s):

**31-45-24-00-00011.0060**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

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**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "TDG-FORT MYERS, LLC" Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision 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.

**BS 20070516 - UTL**



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.

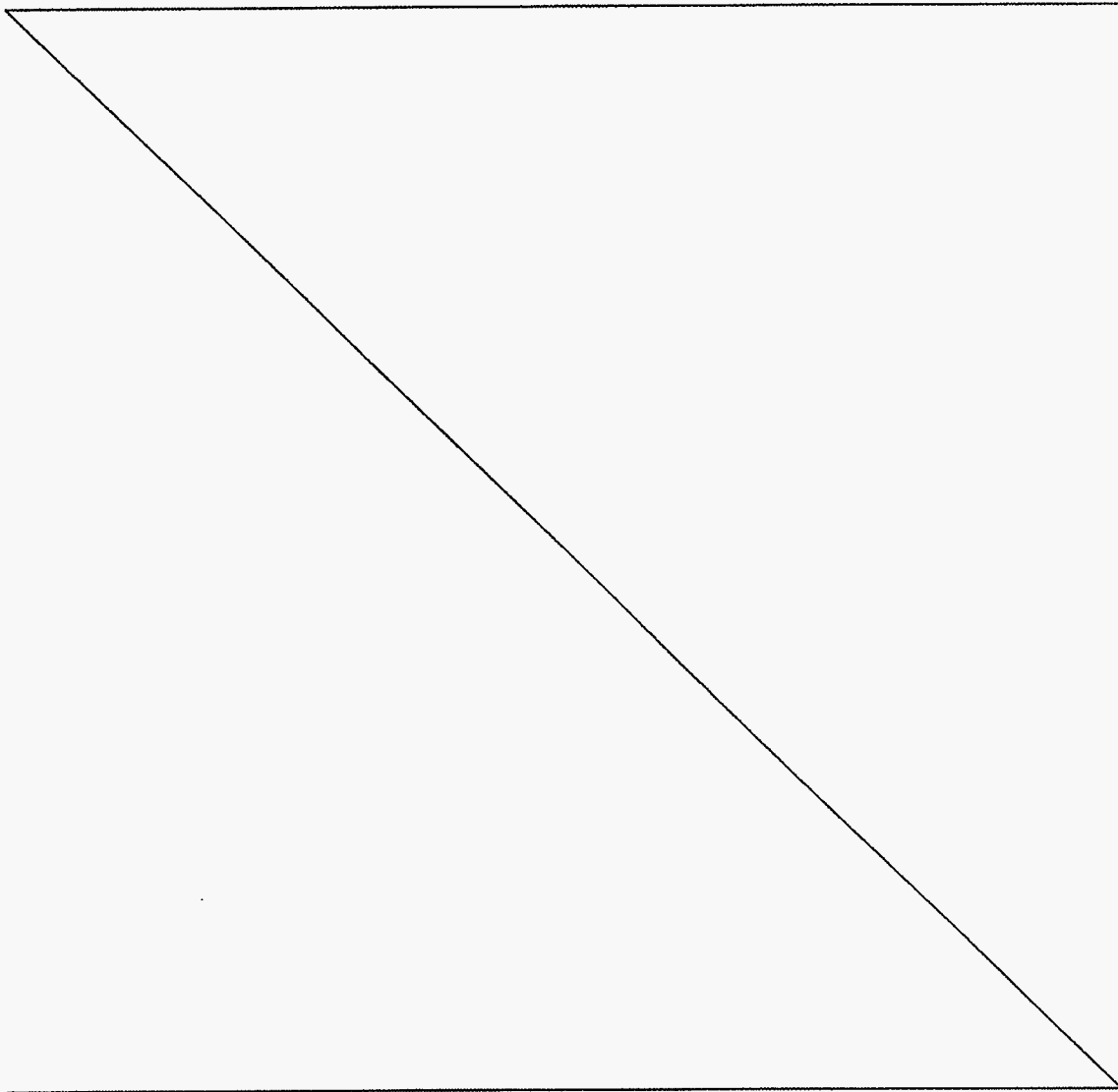
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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

[Type or Print Name]  
Maria A. Wusborger  
[2<sup>nd</sup> Witness' Signature]  
MARIA A. WUSBORGER  
[Type or Print Name]

MISSOURI  
STATE OF ~~FLORIDA~~  
COUNTY OF St. Louis  
Lee County

BY: [Signature]  
[Signature Grantor's/Owner's]  
Mark J. Schuck

[Type or Print Name]  
President of The DESCO Group, Inc., sole  
[Title] Manager

TDG - Fort Myers, LLC  
a Missouri limited liability company  
By: The DESCO Group, Inc.  
a Missouri corporation, and  
its sole manager

The foregoing instrument was signed and acknowledged before me this 18<sup>th</sup>  
day of January 2007, by Mark J. Schuck ~~Michael Anthon~~ who produced the following as identification  
\_\_\_\_\_ or is personally known to me,  
and who did/did not take an oath.

[stamp or seal]

Kathleen Wildhaber - Notary Public  
Notary Seal for State of  
Missouri - St. Louis County  
My Commission Expires 12/7/2007

[Signature]  
[Signature of Notary]  
Kathleen Wildhaber  
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney  
Scott S. Coover, Esquire

# COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION (FORCE MAIN EASEMENT)

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

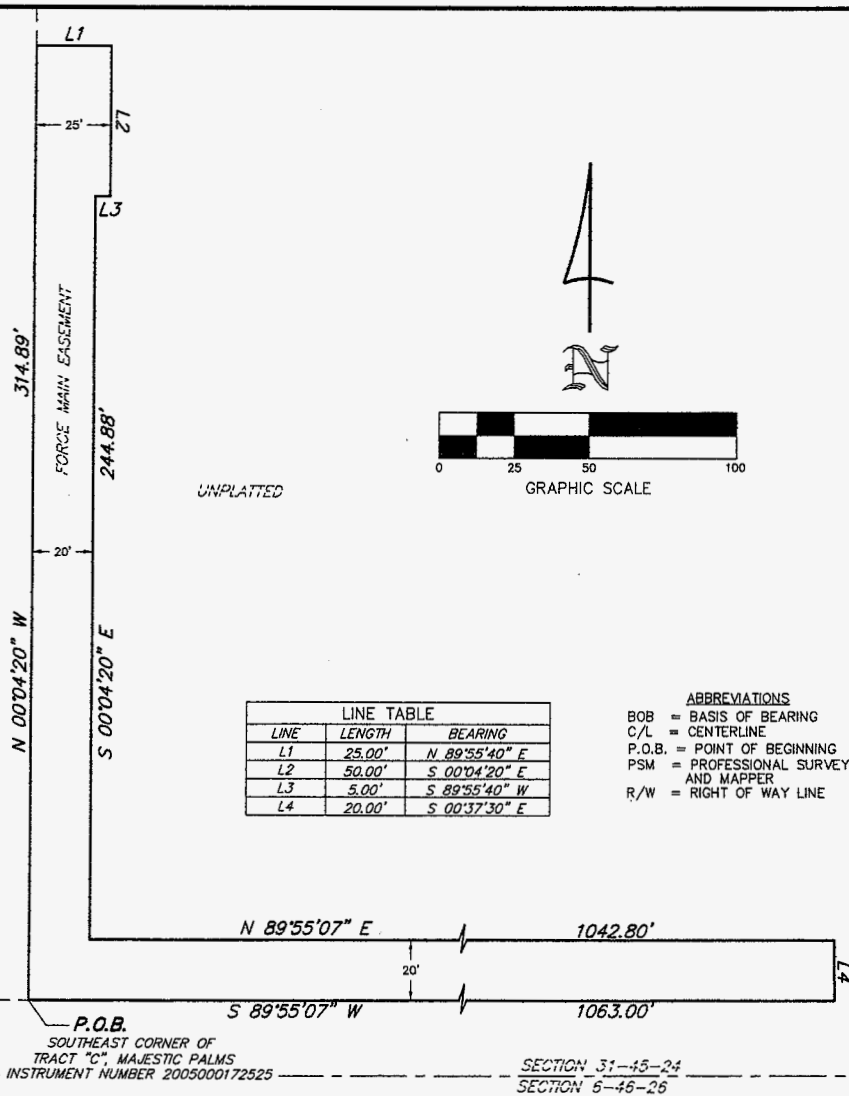
BEGINNING AT THE SOUTHEASTERLY MOST CORNER OF TRACT C, MAJESTIC PALMS AS RECORDED IN INSTRUMENT NUMBER 2005000172525, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 00°04'20" WEST, A DISTANCE OF 314.89 FEET; THENCE NORTH 89°55'40" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°04'20" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°55'40" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00°04'20" EAST, A DISTANCE OF 244.88 FEET; THENCE NORTH 89°55'07" EAST, A DISTANCE OF 1,042.80 FEET; THENCE SOUTH 00°37'30" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°55'07" WEST, A DISTANCE OF 1,063.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,405 SQUARE FEET OR 0.629 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

BEARING ARE BASED ON THE NORTH RIGHT-OF-WAY OF KELLY ROAD AS BEING SOUTH 89°55'40" WEST.

MAJESTIC PALMS  
TRACT "C"  
(FUTURE DEVELOPMENT)  
INSTRUMENT NUMBER 2005000172525



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N 89°55'40" E
L2	50.00'	S 00°04'20" E
L3	5.00'	S 89°55'40" W
L4	20.00'	S 00°37'30" E

**ABBREVIATIONS**  
 BOB = BASIS OF BEARING  
 C/L = CENTERLINE  
 P.O.B. = POINT OF BEGINNING  
 PSM = PROFESSIONAL SURVEYOR AND MAPPER  
 R/W = RIGHT OF WAY LINE

BY: *John Scott Rhodes* JOHN SCOTT RHODES PSM #5739

<b>SKETCH AND DESCRIPTION</b> <b>FORCE MAIN EASEMENT</b>			design: RWC
CERTIFIED TO: PULTE HOMES			drawn: 2006-434
No. 5739			checked: JSR
STATE OF FLORIDA			acad #: 2006-434
RHODES & RHODES LAND SURVEYING, INC. LICENSE # 81580 Surveyor			view: PLOT
bk#	pg#	date:	project#:
		MARCH 23, 2006	2006-434
		scale:	sheet #:
		1" = 50'	1 of 1
		cogo #:	file #:
		04-97	2006-434
1440 RAIL HEAD BOULEVARD, #1 NAPLES, FLORIDA 34110 (239) 593-0570 (239) 593-0581 FAX			

Z:\ACAD\DWG\CONSTR\MAJESTIC FOUNTAINS\2006-434.dwg, Model, 3/24/2006 11:42:20 AM, 1:50