

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20020948-UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve final acceptance, by Resolution, and recording of one utility easement as a donation for one 8" diameter fire line serving **Lenny's Furniture Warehouse Expansion**. This is a Developer contributed asset project located on the east side of South Tamiami Trail approximately 800' North of Briarcliff Road.

**WHY ACTION IS NECESSARY:**

To provide fire protection to the recently expanded commercial building.

**WHAT ACTION ACCOMPLISHES:**

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

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

C I O E

**3. MEETING DATE:**

09-10-2002

**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: 8/22/02

**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 has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided---copy attached. Project Location Map---copy attached. Warranty has been provided---copy attached. Waiver of Lien has been provided---copy attached. Certification of Contributed Assets has been provided---copy attached. Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of South Tamiami Trail. Sanitary Sewer service is provided by Jamaica Bay West via a private on-sight lift station. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 36 TOWNSHIP 45S RANGE 24E DISTRICT # 5 COMMISSIONER ALBION

**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
Lavender Date: 8/27/02	N/A Date:	N/A Date:	T. Osterhout Date: 8/22	D. Owen Date: 8/26/02	OM 8/28/02	Risk 8/27/02	GC 8/26/02	Lavender Date: 8/23/02	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
8/27/02  
CO. ATTY. [Signature]  
8/27/02  
11:15 PM

RECEIVED BY  
COUNTY ADMIN. [Signature]  
8/27/02  
8/27/02  
8/27/02

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

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

WHEREAS, it is the desire of LENNEYS FURNITURE WAREHOUSE, INC., owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter fire line), serving "LENNY'S FURNITURE WAREHOUSE EXPANSION"; 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 \$6,132.00 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

COPY

11.4

LETTER OF COMPLETION

DATE: 05-15-02

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 \_\_\_\_\_  
Warehouse  
\_\_\_\_\_ Lenny's Furniture/Expansion, 15485 S. Tamiami Trail, Fort Myers 33912  
\_\_\_\_\_ (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: \_\_\_\_\_  
hydrant, pressure test

Very truly yours,

Barbot, Stewart & Associates, Inc.  
(Owner or Name of Corporation)

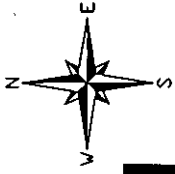
IK Stewart, P.E.  
(Signature)

President, P.E. #15796  
(Title)

SEAL OF ENGINEERING FIRM

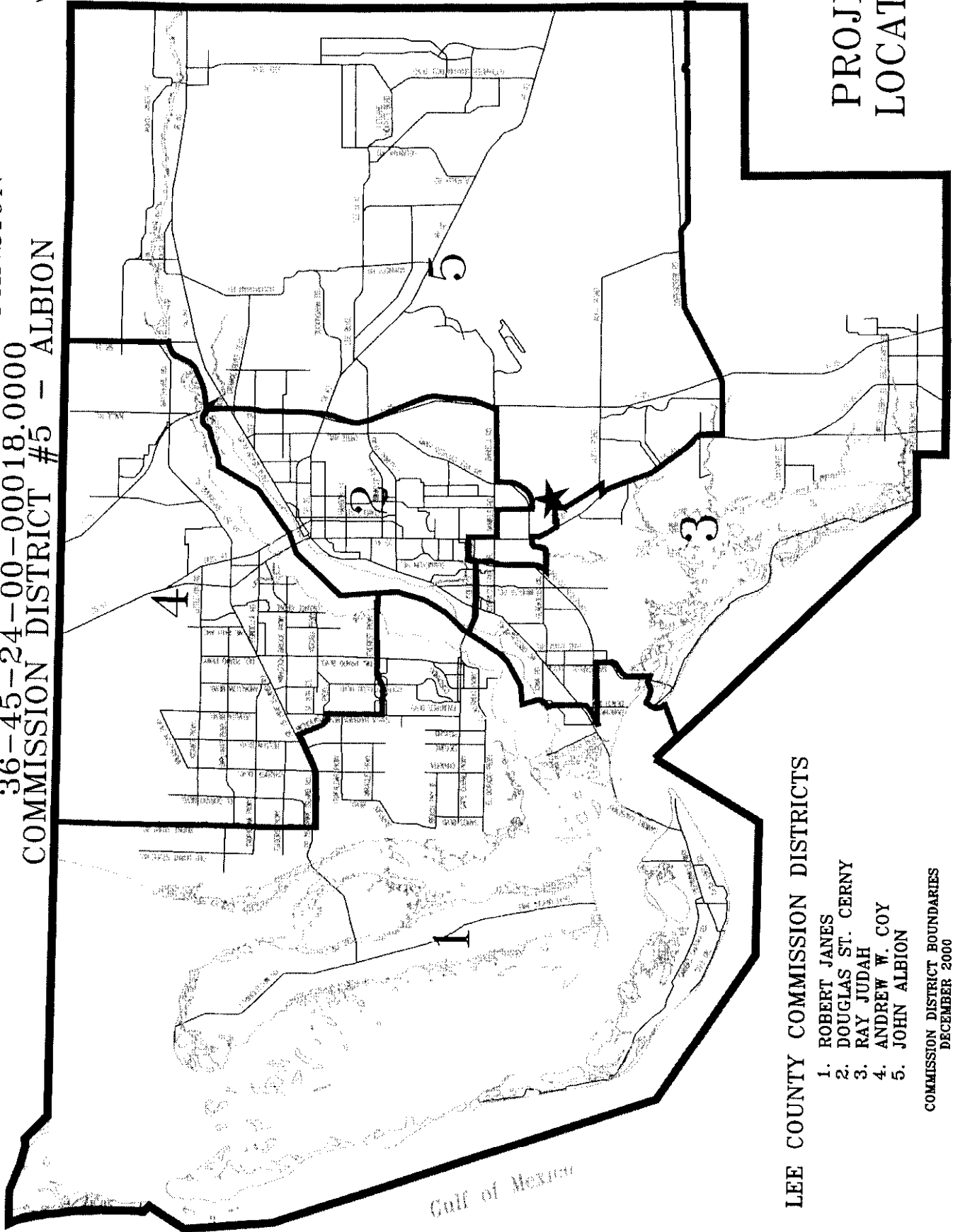
MAY 17 REC'D

LENNY'S FURNITURE WAREHOUSE EXPANSION  
36-45-24-00-00018.0000  
COMMISSION DISTRICT #5 - ALBION



COPY

PROJECT  
LOCATION



LEE COUNTY COMMISSION DISTRICTS

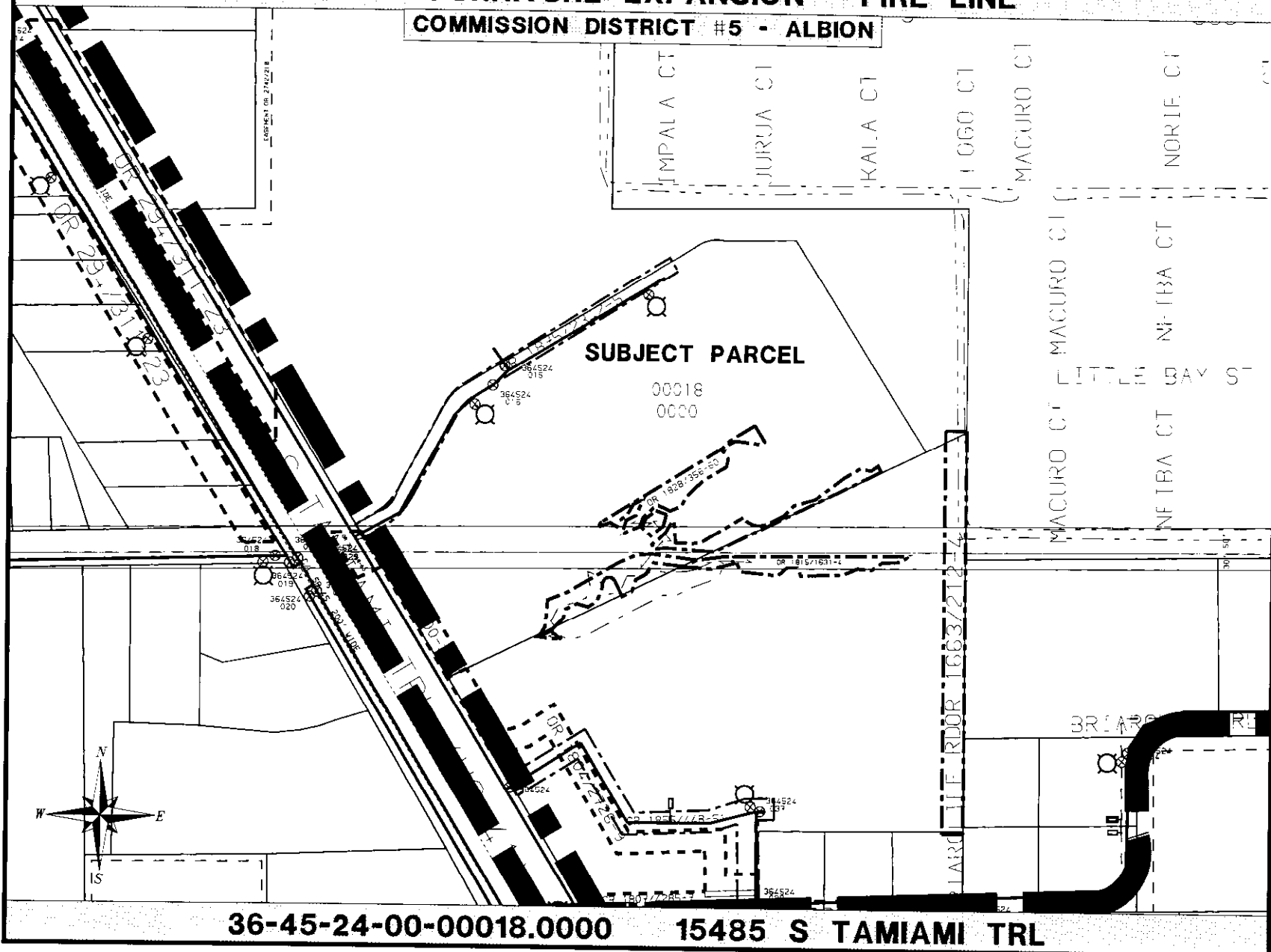
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

Gulf of Mexico

# LENNY'S FURNITURE EXPANSION - FIRE LINE

COMMISSION DISTRICT #5 - ALBION



36-45-24-00-00018.0000 15485 S TAMAMI TRL

ASAP (10/10)

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): LENNY'S FURNITURE WAREHOUSE - NEW FACILITY  
STRAP# 36-45-24-00-00018.0000

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

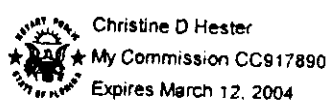
STATE OF Florida  
COUNTY OF Lee ) SS:

The foregoing instrument was signed and acknowledged before me this 15th day of MAY, 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.

*Christine D. Hester*  
Notary Public Signature

CHRISTINE D. HESTER  
Printed Name of Notary Public  
CC917890  
Notary Commission Number



(NOTARY SEAL)

MAY 17 2002







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 )  
COUNTY OF LEE ) SS:

The foregoing instrument was signed and acknowledged before me this 15th day of MAY, 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.

*Christine D Hester*

Notary Public Signature

CHRISTINE D. HESTER

Printed Name of Notary Public

CC917890

Notary Commission Number



Christine D Hester  
My Commission CC917890  
Expires March 12, 2004

(NOTARY SEAL)

MAY 17 REC'D

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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between Lenny's Furniture Warehouse Inc. 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 indemnify and hold the GRANTEE harmless 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 location 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 or amended 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.

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

10. This easement 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]  
1<sup>st</sup> Witness

[Signature]  
GRANTOR

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

Title: Vice President

STATE OF Fl. )  
COUNTY OF Lee ) SS:

The foregoing instrument was signed and acknowledged before me this 29<sup>th</sup> day of May, 2002, by Leonard Hill, III  
(Print or Type Name)  
who has produced Personally Known  
(Type of Identification and Number)  
as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature

Holly Quesinberry  
Printed Name of Notary Public

DD076022  
Notary Commission Number

HOLLY QUESINBERRY  
Notary Public, State of Florida  
My comm. exp. Dec. 2, 2005  
Comm. No. DD 076022  
(Notary Seal)

# EXHIBIT "A"

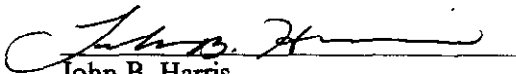
DESCRIPTION: ( Water line easement )

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Section 36, Township 45 South, Range 24 East, and further bounded and described as follows:

Commencing at a concrete monument marking the center of said Section 36; thence run N.00° 49'15"W. along the East line of the Northwest One Quarter (N.W.1/4) of said Section 36 for 242.00 feet; thence run S.63°47'51"W. for 1066.82 feet; thence run N.31°35'30"W. along the Easterly line of State Road 45 (U.S. 41 - Tamiami Trail) for 248.51 feet to a concrete monument marking the South line of said Northwest One Quarter (N.W.1/4); thence continue N.31°35'30"W. along said right-of-way line for 80.99 feet; thence run N.58°24'30"E. for 48.00 feet to a point of curvature; thence run Northeasterly for 52.36 feet along the arc of a curve concave Northwesterly, with a radius of 100.00 feet, a delta of 30°00'00", a chord bearing of N.43°24'30"E. and a chord distance of 51.76 feet to a point of tangency; thence run N.28°24'30"E. for 186.41 feet to a point of curvature; thence run Northeasterly for 52.36 feet along the arc of a curve concave Southeast-erly, with a radius of 100.00 feet, a delta of 30°00'00", a chord bearing of N.43°24'30"E. and a chord distance of 51.76 feet to a point of tangency; thence run N.58°24'30"E. for 454.49 feet to the Northeasterly corner of an existing water line easement as recorded in O.R. Book 1875, Page 2344, Public Records of Lee County, Florida, and the point of beginning of the herein described water line easement; thence continue N.58°24'30"E. for 15.00 feet; thence run S.31°35'30"E. for 30.00 feet; thence run S.58°24'30"W. for 9.00 feet; thence run S.33°57'22"E. for 16.00 feet; thence run S.58°52'38"W. for 20.02 feet; thence run N.33°57'22"W. for 15.84 feet; thence run N.58°24'30"E. for 14.02 feet; thence run N.31°35'30"W. for 30.00 feet to the point of beginning.

Said tract contains 768.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the West line of the Northwest Quarter of the aforesaid Section 36 as being N.00°49'15"W.



John B. Harris  
P.S.M. #4631  
July 29, 2002



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 LENNY'S FURNITURE WAREHOUSE EXPANSION (EASEMENT) BS 20020948-UTL project. (LENNYS FURNITURE WAREHOUSE INC)

ACCOUNT NO. OD5360748700.504930

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

*Sue Gullidge*  
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) →

36452400000180000

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): LENNYS FURNITURE WAREHOUSE INC  
 Last First MI Corporate Name (if applicable)  
15485 S TAMIAMI TRAIL, FT MYERS FL 33908

Mailing Address City State Zip Code Phone No.  
LEE COUNTY BD OF COUNTY COMMISSIONERS

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

5. Date of Sale/Transfer Sale/Transfer Price  
 Month Day Year \$ (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: \$ (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

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

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, UTIL. DIRECTOR Date 8/22/02

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 and Page Number and File Number Date Recorded Month Day Year	