

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

Blue Sheet No. 20060126-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution, and recording of one (1) utility easement, as a donation of a water main extension known as the *Summerlin Commercial Center Off-site Water Main Extension* which will provide potable water service and fire protection to the commercial development known as Summerlin Commercial Center. This is a Developer Contributed asset project located on the southwest corner of Summerlin Road and Safety Street.

2. What Action Accomplishes:

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

3. Management Recommendation:

Approval.

4. Departmental Category: 10 -

CIOC

5. Meeting Date:

02-28-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other** Approval

8. Request Initiated:

Commissioner _____
Department Public Works
Division Utilities
By: Rick Diaz *2/9/06*
Rick Diaz, P. E., Utilities Director

9. Background:

The Board granted permission to construct on 04/27/04, Blue Sheet #20040426.
 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.
 Record Drawings 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.
 There were no connection fees required for this project as no services were constructed.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 08 TOWNSHIP 46S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: <i>2-10-06</i>	N/A	N/A	<i>P.O.</i> T. Osterhout Date: <i>2/9</i>	<i>S. Covert</i> Date: <i>11-10</i>	<i>P.M.</i> <i>2/13/06</i>	<i>or</i> <i>2/14/06</i>	<i>1/4</i> <i>2/13/06</i>	<i>2/14/06</i>	<i>J. Lavender</i> Date: <i>2-10-06</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY
COUNTY ADMIN: <i>[Signature]</i>
Date: <i>2-10-06</i>
Time: <i>4:10</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
Date: <i>2/10/06</i>
Time: <i>2:11</i>

Rec. by CoAtty
Date: <i>2/10/06</i>
Time: <i>3:00pm</i>
Forwarded To: <i>Admin 2/10/06</i>

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Storgard Partnership 1, a Kansas General Partnership", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension), serving "**Summerlin Commercial Center, Off-site Water Main Extension**"; 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 **\$34,480.00** 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 Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060126-UTL

LETTER OF COMPLETION

DATE: 8/31/2005

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** located in
Summerlin Commercial Center - Offsite Water Main Extension
(Name of Development/Project)

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 and Pressure Test(s) - Water Main

Very truly yours,

NEESE & ASSOCIATES
(Owner or Name of Corporation/Firm)

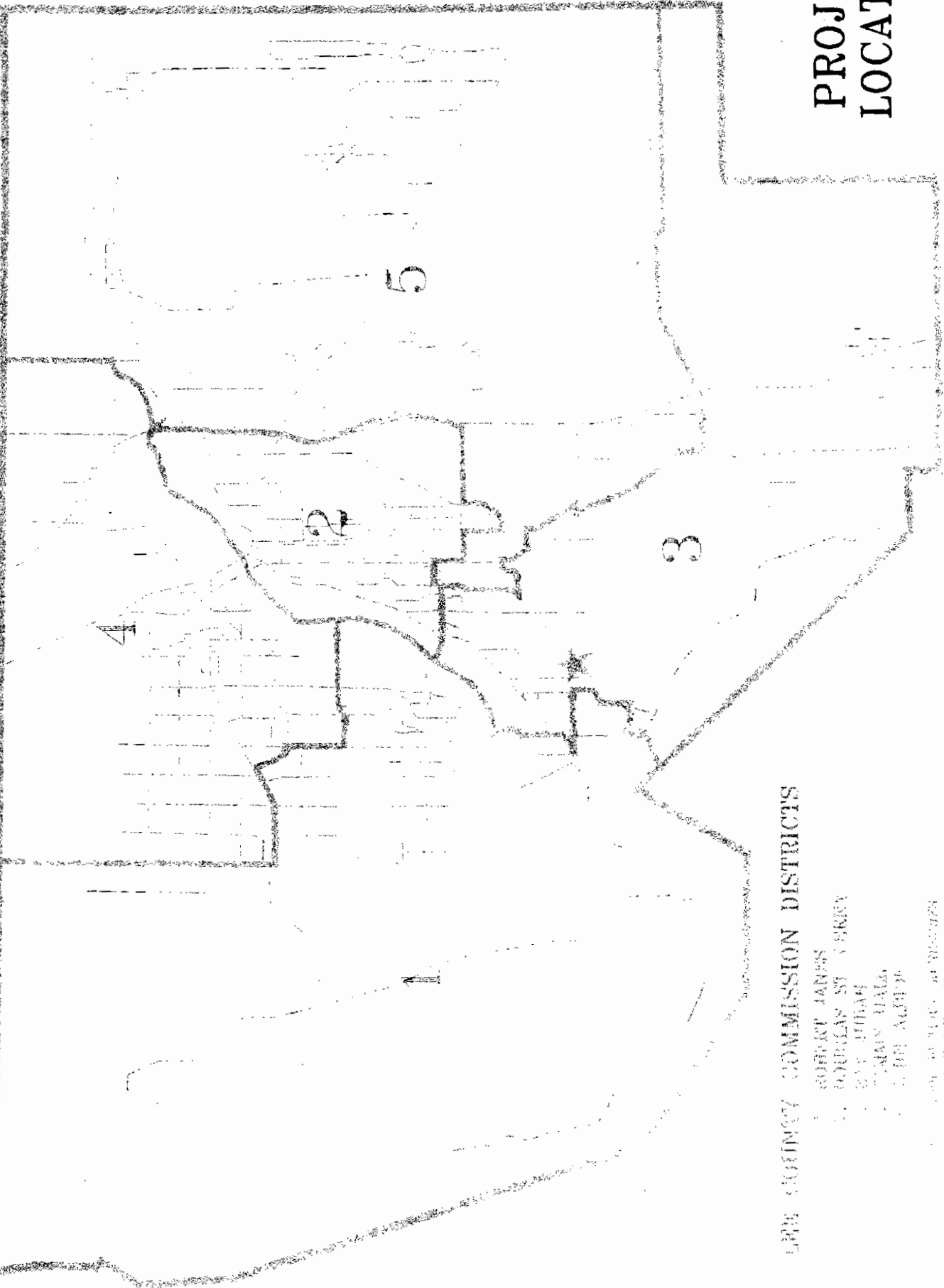


(Signature)

Eddie E. Neese, President
(Name and Title)

(Seal of Engineering Firm)

SUMMERLIN COMMERCIAL CENTER - OFFSITE WATER MAIN EXTENSION
01-46-24-000-0001.00 3. 02-0000.0000
COMMISSION DISTRICT #1 - RUDAI



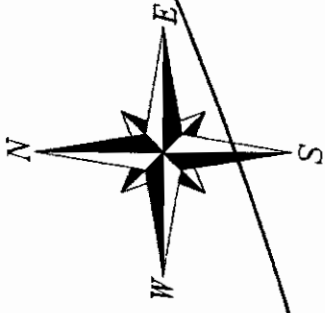
PROJECT LOCATION

LEP COUNTY COMMISSION DISTRICTS

- 1. SUBJECT JAMES
 - 2. GORLAN ST CREEK
 - 3. RAY LEHMAN
 - 4. STANLEY LEAR
 - 5. LEE ADRIAN
- LEP COUNTY COMMISSION DISTRICTS
7-2000-0000

SUMMERLIN COMMERCIAL CENTER

OFFSITE WATER MAIN EXTENSION
COMMISSION DISTRICT #3 - JUDAH



SUBJECT PARCEL

0.750

SAFETY ST

SUMMERLIN COM

08462
002

08462
001

08462
003

1.5" MTR
3/7" MTR

08-46-24-00-00001,0450 & 02-00000.0040 SUMMERLIN ROAD & SAFETY STREET

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
(Signature of Certifying Agent)

Mark Justice, President
(Name & Title of Certifying Agent)

MAJ Contracting, Inc.
(Name of Firm or Corporation)

10920 Wiles Rd.
(Address of Firm or Corporation)

Coral Springs, FL 33076 -


STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 30 th day of August, 2005 by Mark Justice who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

DD373721
Notary Commission Number

NOTARY PUBLIC-STATE OF FLORIDA
 **Anthony Stefanacci**
Commission # DD373721
Expires: NOV. 21, 2008
Bonded Thru Atlantic Bonding Co., Inc.

(NOTARY SEAL)

RECEIVED AUG 31 2005



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



FDOR10240300
 DR-219
 R. 07/98

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

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

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 08462400000010450

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): **BS 20060126 EASEMENT: STORGARD PARTNERSHIP 1**
 Last First MI Corporate Name (if applicable)
647 MASSACHUSETTS ST-#400 LAWRENCE KS 66044

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS**
 Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer: 2 / 28 / 2006 \$ \$10,000.00 Property Located In Lee
 Month Day Year (Round to the nearest dollar.)

6. Type of Document: Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed
 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ 00
 (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:
 Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES / NO \$ 00

12. Amount of Documentary Stamp Tax \$ 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/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date 2/9/06

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

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	

This copy to Property Appraiser



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

08462400000010450

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): **BS 20060126 EASEMENT: STORGARD PARTNERSHIP 1**

Last First MI Corporate Name (if applicable)
647 MASSACHUSETTS ST-#400 LAWRENCE KS 66044

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer **2 28 2006** \$ **\$10** . **00** Property Located In **46** County Code
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement Other 7. Are any mortgages on the property? If "Yes", YES NO
 for Deed outstanding mortgage balance:
 Warranty Quit Claim (Round to the nearest dollar.) \$ **.00**
 Deed Deed

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 \$ **.00**
 12. Amount of Documentary Stamp Tax \$ **0.70** Cents

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/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **2/9/06**

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

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

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

ACCOUNT NO. OD5360748700.504930

**PROJECT NAME: "SUMMERLIN COMMERCIAL
CENTER, OFF-SITE WM EXTENSION"**

GRANTOR : "STORGARD PARTNERSHIP 1"

BLUE SHEET NO. "20060126-UTL"

THANK YOU.

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

Strap Number(s):
08-46-24-00-00001.0450

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
20~~0~~6, by and between Storgard Partnership I, A Kansas General Partnership, Owner,
hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of
the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20060126-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.

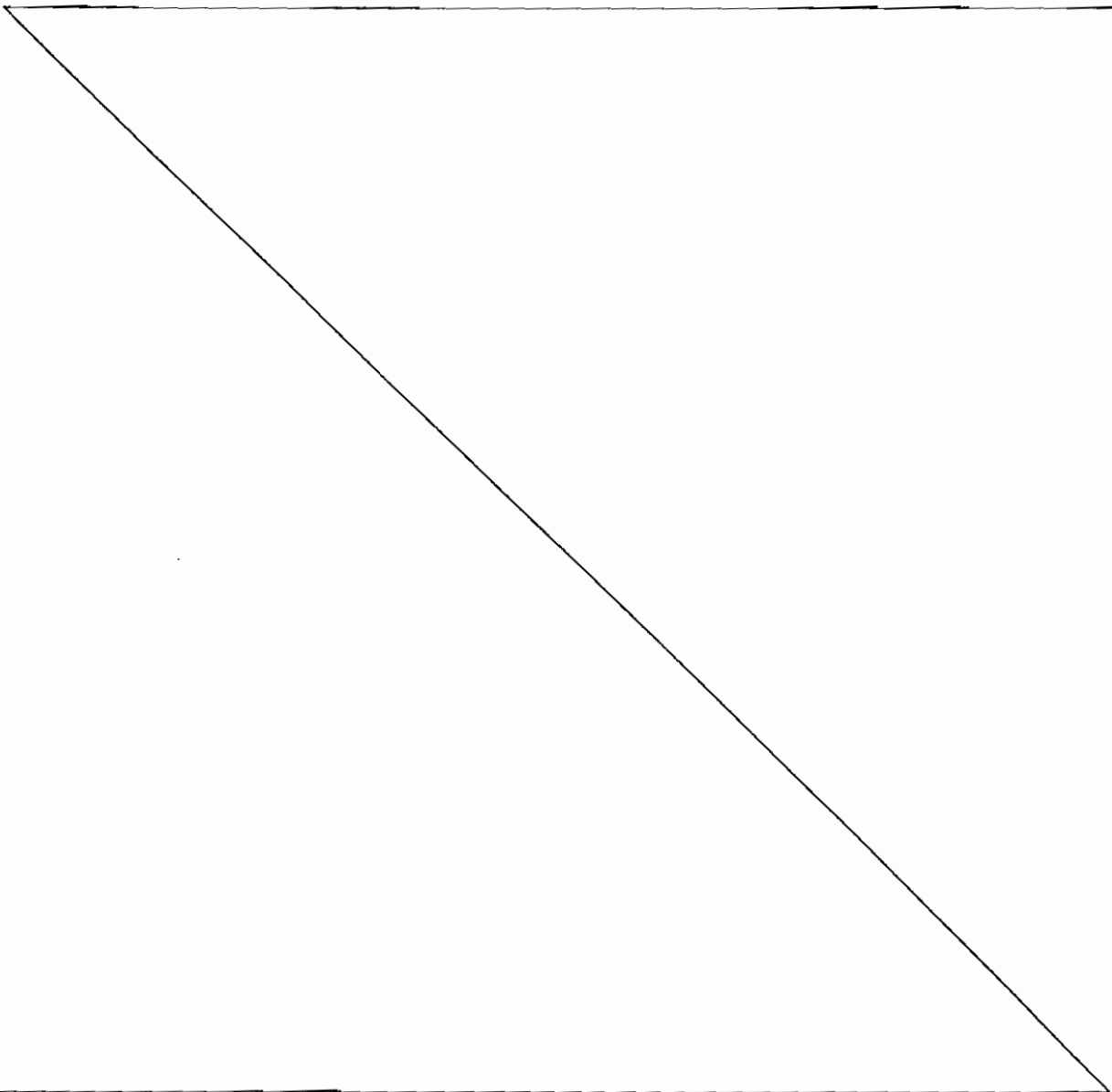
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Amy M. Sanchez
[1st Witness' Signature]

Amy M. Sanchez
[Type or Print Name]

Barb Wiseman
[2nd Witness' Signature]

BARB WISEMAN
[Type or Print Name]

BY: J. E. Santaularia
[Signature Grantor's/Owner's]

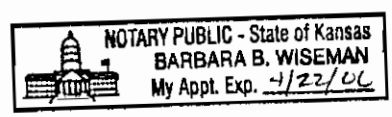
J. E. Santaularia
[Type or Print Name]

General Partner
Storgard Partnership
[Title]

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF Douglas

The foregoing instrument was signed and acknowledged before me this 5th day of Sept. 2005 by J. E. Santaularia who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Barbara B. Wiseman
[Signature of Notary]

BARBARA B. WISEMAN
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

