

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

Blue Sheet No. 20020390

1. REQUESTED MOTION:

ACTION REQUESTED: Waive compliance with Roads Maintenance Acceptance Policy 11-7 and accept the deed for a Portion of Hanna Avenue in Lehigh Acres along with maintenance responsibility.

WHY ACTION IS NECESSARY: Administrative Code 11-7 and state statute requires the Board to formally accept real estate transfers and road maintenance responsibility.

WHAT ACTION ACCOMPLISHES: It serves to establish title to a portion of Hanna Avenue in the County and identify the Entity responsible for its maintenance as Lee County.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5**

C9B

3. MEETING DATE:

04-30-2002

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN.
- CODE *11-7*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION

BY: *Scott Gilbertson, Director*

7. BACKGROUND:

As part of the Lee Boulevard Capital Improvement Project, Lee County constructed a portion of Hanna Avenue. The property owner now seeks to transfer the underlying fee to a portion of this right-of-way to Lee County along with the responsibility for maintenance. Lee County DOT recommends approval of this request.

In order to facilitate this request and compliance with Administrative Code 11-7, DOT recommends that the Board waive compliance with the following Administrative Code 11-7 requirements:

CONTINUED ON PAGE 2

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>4/12/02</i> <i>[Signature]</i>	NA	NA	NA	<i>[Signature]</i> <i>4-15-02</i>	QA <i>[Signature]</i> <i>4/15/02</i>	OM <i>[Signature]</i> <i>4/15</i>	Risk <i>[Signature]</i> <i>4/15</i>	GC <i>[Signature]</i> <i>4.15.02</i>	<i>[Signature]</i> <i>4/12.02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>4/12/02</i>
Time: <i>3:30PM</i>
Forwarded To: <i>Admin</i>
<i>4/15/02 9:AM</i>

RECEIVED BY COUNTY ADMIN.
<i>4/15 9</i>
COUNTY ADMIN. FORWARDED TO:
<i>4/15 3:30</i>

BLUE SHEET NO. 20020390

7. BACKGROUND (Continued):

1. Certified as-built plans.
2. Final construction costs for the roadway. (Because the County constructed the road, the developer has not incurred construction costs.)
3. Road maintenance bond. (A maintenance bond would be necessary only if an entity other than the County constructed the right-of-way.)
4. Road lab testing. (This testing is necessary only if an entity other than the County constructs the right-of-way.)

Attachments:

Original Warranty Deed

Title Commitment



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8580

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

**PROJECT NAME: HANNA AVENUE EXTENSION
(LEE BOULEVARD TO FIFTH STREET, WEST)
LEHIGH ACRES SUBDIVISION PLAT BOOK 15, PAGE 70,
SECTION 25, TOWNSHIP 44, RANGE 26**

This Certificate of Completion to the Lee County Board of County Commissioners certifies that the extension of Hanna Avenue north of Lee Boulevard to Fifth Street West was built by Lee County CIP Project 4046, inspected by Lee County Department of Transportation, and approved for County maintenance.

4/4/02
Date


Randy Cerchie
Construction Manager

S:\DOCUMENT\LAWSO\MISC\Hanna Ave Cert of Compliance.doc

EXHIBIT "A"

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 25, TOWNSHIP 44 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(HANNA AVENUE RIGHT-OF-WAY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PORTION OF LOTS 11 AND 12, BLOCK 54, AS SHOWN ON THE PLAT OF PART OF UNITS 3 AND 6 ALL OF 4 AND 5, SECTION 25, TOWNSHIP 44 SOUTH, RANGE 26 EAST, A SUBDIVISION OF LEHIGH ACRES, AS RECORDED IN PLAT BOOK 15 AT PAGE 70 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE S.89°23'44"W. ALONG THE SOUTH LINE OF SAID LOT 12 FOR 20.92 FEET TO THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2951, AT PAGE 914 OF THE PUBLIC RECORDS OF SAID LEE COUNTY FLORIDA; THENCE N.00°36'16"W. ALONG THE EAST LINE OF SAID RIGHT-OF-WAY PARCEL FOR 33.00 FEET TO THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY PARCEL; THENCE S.89°23'44"W. ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY PARCEL FOR 47.50 FEET PASSING THROUGH THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY PARCEL AT 45.00 FEET TO AN INTERSECTION WITH A LINE 68.42 FEET WEST AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID LOTS 11 AND 12; THENCE N.00°36'16"W. ALONG SAID PARALLEL LINE FOR 219.26 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE N.89°23'44"E. ALONG SAID NORTH LINE FOR 68.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE S.00°36'16"E. ALONG THE EAST LINE OF SAID LOTS 11 AND 12 FOR 252.26 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.36 ACRES, MORE OR LESS.

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

SUBJECT TO FACTS THAT MAY BE REVEALED BY AN ACCURATE BOUNDARY SURVEY.

BEARING ARE BASED ON THE SOUTH LINE OF LOT 12 AS BEARING S.89°23'44"W. AS SHOWN ON THE PLAT OF PART OF UNITS 3 AND 6 ALL OF 4 AND 5, SECTION 25, TOWNSHIP 44 SOUTH, RANGE 26 EAST, A SUBDIVISION OF LEHIGH ACRES, AS RECORDED IN PLAT BOOK 15, AT PAGE 70 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PREPARED 02-21-02

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SHEET 1 OF 2



Commonwealth
A LANDAMERICA COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 180 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

In Witness Whereof, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned on Schedule A by an Authorized Officer or Agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No.: **D95806T**

File No.: **D95806T**

Effective Date: **February 19, 2002 at 5:00 P.M.**

1. Policy or Policies to be issued:

Amount of Policy

OWNER'S:

\$0

Proposed Insured:

Lee County, a political subdivision of the State of Florida

LOAN:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in:

Florida Landmark Communities, Inc., a Florida corporation F/K/A Lehigh Corporation

3. The land referred to in this Commitment is situated in the County of Lee, State of Florida, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**GUARDIAN TITLE SERVICES CORPORATION
1802 BROADWAY
FORT MYERS, FLORIDA 33901-3016
941-332-0110 / 941-332-7842**

Countersigned: _____


Authorized Officer or Agent

UNLESS OTHERWISE STATED, ALL RECORDING REFERENCES ARE TO PUBLIC RECORDS OF Lee COUNTY, FLORIDA

Valid Only If Face Page, Schedule B and Cover Are Attached

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Commitment No. #: D95806T

File No. #: D95806T

EXHIBIT "A"

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 25, TOWNSHIP 44 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(HANNA AVENUE RIGHT-OF-WAY)

A tract or parcel of land situated in the State of Florida, County of Lee, being a portion of Lots 11 and 12, Block 54, as shown on the Plat of part of Units 3 and 6 all of 4 and 5, Section 25, Township 44 South Range 26 East, a subdivision of Lehigh Acres, as recorded in Plat Book 15 at Page 70 of the Public Records of Lee County, Florida being further described as follows:

Beginning at the Southeast corner of said Lot 12; thence S. 89 degrees 23'44"W. along the South line of said Lot 12 for 20.92 feet to the Southeast corner of a Right-of-Way parcel described in Official Records Book 2951, at Page 914 of the Public Records of said Lee County, Florida; thence N. 00 degrees 36'16"W. along the East line of said Right-of-Way Parcel for 33.00 feet to the Northeast corner of said Right-of-Way parcel; thence S. 89 degrees 23'44"W. along the North line of said Right-of-Way parcel for 47.50 feet passing through the Northwest corner of said Right-of-Way parcel at 45.00 feet to an intersection with a line 68.42 feet west and parallel with (as measured at right angles) the East line of said Lots 11 and 12; thence N. 00 degrees 36'16"W. along said parallel line for 219.26 feet to an intersection with the North line of said Lot 11; thence N. 89 degrees 23'44"E. along said North line for 68.42 feet to the Northeast corner of said Lot 11; thence S. 00 degrees 36'16"E. along the East line of said Lots 11 and 12 for 252.26 feet to the Point of Beginning.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

Commitment No. #: **D95806T**

File No. #: **D95806T**

The following are the requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
4. Warranty Deed from Florida Landmark Communities, Inc., a Florida corporation F/K/A Lehigh Corporation to Lee County, a political subdivision of the State of Florida .
5. Payment of Solid Waste/Garbage assessment(s).
6. Payment of Lee County Utility Sewer Assessments, if any.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Commitment No. #: **D95806T**

File No. #: **D95806T**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof.
8. Taxes for 2001, on the underlying lands are paid. March amount \$13,981.28. Strap Number 25-44-26-06-00054.0010.
9. Subject land lies within the boundaries for Mandatory Garbage Collection, Lee County Ordinance No. 86-14, and will be subject to future assessments by Lee County.
10. Subject to all matters as shown and/or recited on the plat of Lehigh Acres Parts of Units 3 and 6 and all of Units 4 and 5, as recorded in Plat Book 15, Page 70.
11. Agreement between Lee County Land and Title Company and Lehigh Utilities, Inc., as recorded in Official Record Book 327, Page 119.
12. Sewer and Water Covenants and Restrictions recorded May 24, 1960 in Official Record Book 10, Page 695, and as amended by instrument recorded December 19, 1960 in Official Record Book 41, Page 264.
13. Reservation of oil, gas and mineral rights and leases held by predecessors in title. (Florida Form 9 will not be available on this matter)

CONTINUED ON NEXT PAGE

D95806T

14. Subject land lies within the boundaries of the East County Water Control District and is subject to any acts and/or assessments thereof.

15. That certain Developer's Agreement between Lehigh Corporation, Cliffside Properties, Inc., and Lehigh Utilities, Inc., affecting water systems, sewage systems and lift stations throughout Lehigh Acres in Official Record Book 2357, Page 2973 and as modified by instrument recorded in Official Record Book 2551, Page 833.

16. AS RECITED ON PLAT: All lots subject to a six foot (6') public utility and drainage easement both sides, front and back.

17. Restrictions, covenants, conditions and easements asset forth in instrument recorded in Official Record Book 2574, Page 3903, as amended and/or modified by instruments recorded at Official Record Book 2639, Page 3941.

18. The nature, extent and existence of riparian rights are not insured.

NOTES: (1) Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), contained in any of the exceptions set forth under Schedule B, are hereby deleted.

(2) Title to personal property is not insured under the terms of this commitment/policy, including, but not limited to, mobile home, house trailer or vehicle intended for habitation not permanently affixed to said land, furniture and/or appliances.

NOTE: ITEM NUMBER 1 WILL BE DELETED AT THE TIME OF CLOSING UPON RECEIPT OF THE FOLLOWING DOCUMENTS AND REQUIREMENTS BY THE COMPANY:

1. Execution of Seller's Affidavit and Solicitation.
2. Subject to the results of a title search to be made no more than five (5) working days prior to the actual closing date.



CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



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) →

2544260600540110

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):

Last: 226 ~~000~~ EAST JOEL BLVD Mailing Address
 First: LEHIGH ACRES City
 MI: FL State
 Corporate Name (if applicable): FLORIDA LANDMARK COMMUNITIES, INC.
 Zip Code: 33972 (941) 368-1900 Phone No.

4. Grantee (Buyer):

Last: P.O. BOX 398 Mailing Address
 First: FORT MYERS, City
 MI: FL State
 Corporate Name (if applicable): ~~LEE~~ LEE COUNTY
 Zip Code: 33902-0398 Phone No.

5. Date of Sale/Transfer

0 2 / 2 6 / 2 0 0 2
 Month Day Year

Sale/Transfer Price

\$ 0 0 0 0 0 0 . 0 0
 (Round to the nearest dollar.)

Property Located In 4 6 County Code (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed
 Warranty Deed
 Other
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:

YES / NO
 (Round to the nearest dollar.) \$ 0 0 0 0 0 0 . 0 0

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: Mark (x) all that apply

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 \$ 0 0 0 0 0 0 . 0 0 Cents

12. Amount of Documentary Stamp Tax →

\$ 0 0 0 0 0 0 . 7 0

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 B. D. D. VP Date 2/26/02

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.

<p>(To be completed by the Clerk of the Circuit Court's Office)</p> <p>O. R. Book and Page Number and File Number <input type="text"/></p> <p>Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/></p> <p>Month Day Year</p>	<p>Clerks Date Stamp</p>
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