

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030861-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of one (1) Utility Easement as a donation for one 6" diameter fire line and one fire hydrant serving *Walgreen Drug Store at US 41 and Littleton Road*. This is a developer contributed asset project located at the northeast corner of US 41 and Littleton Road.

WHY ACTION IS NECESSARY: To provide fire protection to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES: Places the fire hydrant and fire line into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 4

C10C

3. MEETING DATE:

08-19-2003

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, P.E. Utilities Director

[Signature]
DATE: 8/19/03

7. BACKGROUND:

Fire hydrants and 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 of the water system has been completed.
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.
Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of US 41.
Sewer service is provided by North Fort Myers Utilities via existing infrastructure located within the right-of-way of Littleton Road.
Funds are available for recording fees in account number OD5360748700.504930.

SECTIONS 27 TOWNSHIP 43S RANGE 24E 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>[Signature]</i> J. Lavender Date: 8/19/03	N/A Date:	N/A Date:	N.O. T. Osterhout Date: 7-31	<i>[Signature]</i> Date: 8/15/03	<i>[Signature]</i> Date: 8/15/03	<i>[Signature]</i> Date: 8/15/03	<i>[Signature]</i> Date: 8/15/03	<i>[Signature]</i> Date: 8/15/03	<i>[Signature]</i> Date: 8/19/03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 8/19/03
Time: 12:00 PM
Forwarded To:
8/19/03 9:15

RECEIVED BY
COUNTY ADMIN. *[Signature]*
8-5-03
9:15
COUNTY ADMIN
FORWARDED TO: *[Signature]*

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Cleveland + Littleton, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line and one fire hydrant), serving **"WALGREEN DRUG STORE AT U.S. 41 AND LITTLETON ROAD"**; 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 **\$11,738.51** 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 _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah(C): _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion (V-C): _____ (5)

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

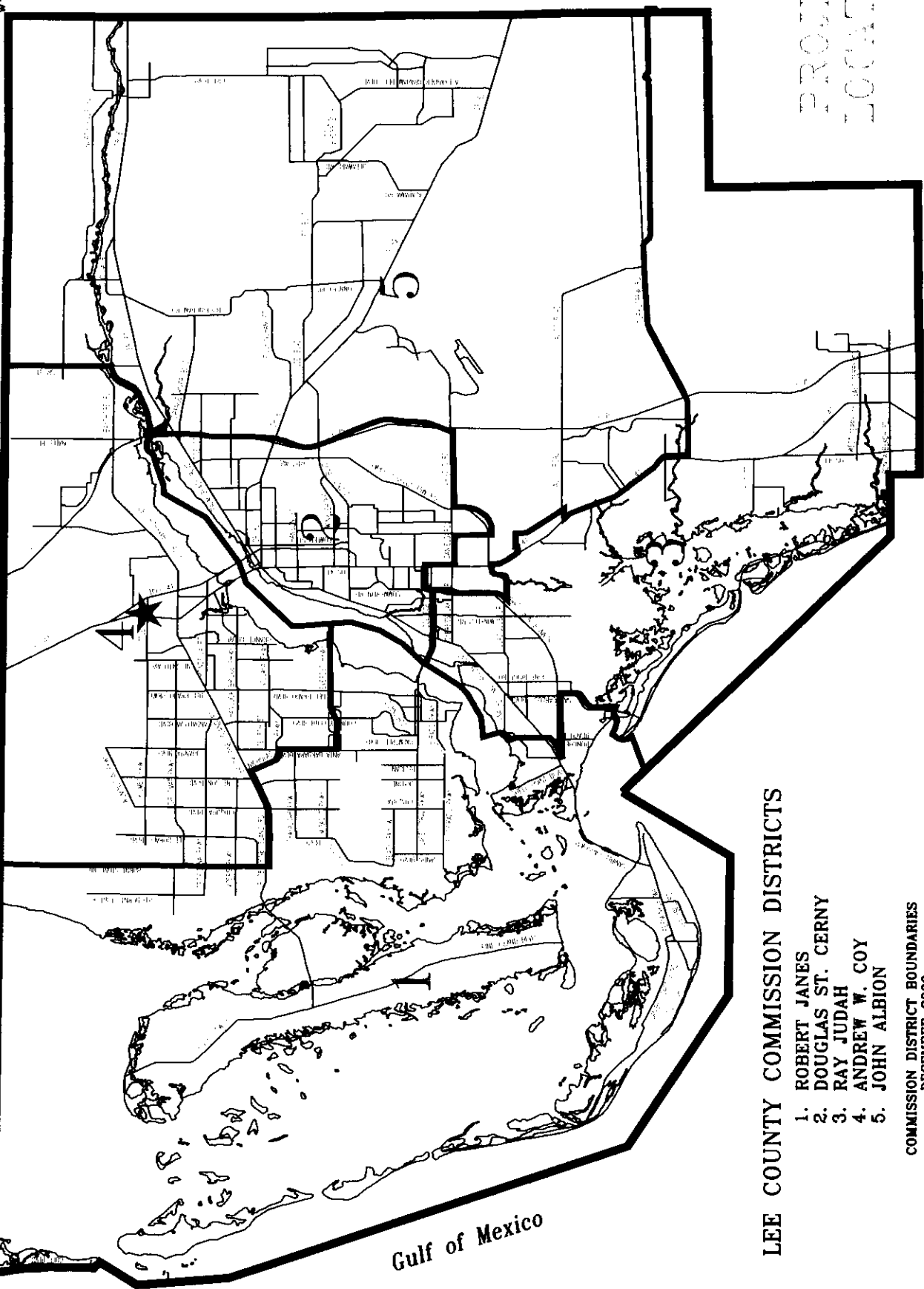
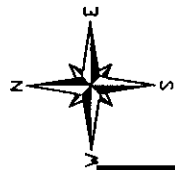
By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

WALGREENS at US 41 AND LITTLETON ROAD
27-43-24-00-00023.1020
COMMISSION DISTRICT # 4 - ANDREW W. COY



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

Suncoast



DEVELOPMENT SERVICES, INC.

PROJECT MANAGEMENT • SITE DEVELOPMENT

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Walgreens #07465, 8460 Littleton Road, North Fort Myers, Florida, 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.

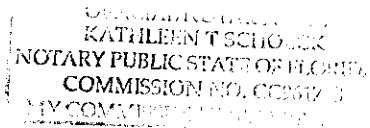
Suncoast Development Services, Inc.

By: *William P. Scott*
William P. Scott

State of Florida
County of Charlotte

The foregoing instrument was signed and acknowledged before me this 29th day of May, 2003, by William P. Scott, who is personally known to me and who did take an oath.

Kathleen T. Schoeck
Kathleen T. Schoeck



C:\WP\WING\DOC\FORMS\WARRANTY\WALREENS.NFM

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of ELEVEN THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 51/100 DOLLARS (\$ 11,738.51)

hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to BAYCORP DEVELOPMENT, INC.
(insert the name of your customer)

on the job of WALGREENS DRUG STORE #07465 to the following
(insert the name of the owner)

described property: WALGREENS DRUG STORE NO. 07465
(Name of Development/Project)

DRUG STORE, UTILITIES, SITE PAVING-GRADING-DRAINAGE
(Facilities Constructed)

8460 LITTLETON RD, NORTH FT. MYERS, FLORIDA
(Project Location)

27 43 24000000 231020 (WALGREENS PARCEL
(STRAP(s) #)

Dated on 07/10/03

By: [Signature]
(Signature of Authorized Representative)

SUNCOAST DEVELOPMENT SERVICE, INC.
(Name of Firm or Corporation)

By: William P. Scott
(Print Name of Authorized Representative)

PO BOX 38094
(Address)

Title: PRESIDENT

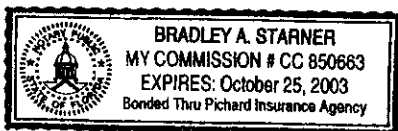
MVada: FL 33938
(City, State & Zip)

Phone #: 941-625-0500

Fax #: 941-743-7799

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 10th day of July 2003, by William P. Scott Jr, who produced FL Drivers License as identification or who is personally known to me, and who did/did not take an oath.



Notary Seal

Notary Public: [Signature]
(Signature)

Notary Public Name: Bradley A Starnes
(Print)

My Commission Expires: 10/25/03

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 *William P. Scott*
(Signature of Certifying Agent)

William P. Scott, President
(Name & Title of Certifying Agent)

Suncoast Development Services, Inc.
(Name of Firm or Corporation)

PO Box 380994
(Address of Firm or Corporation)

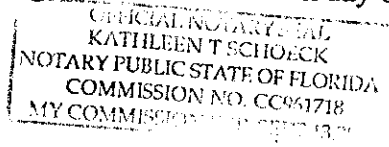
Murdock, FL 33938-0994

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was signed and acknowledged before me this 9th day of July 2003 by William P. Scott who is personally known to me.

Kathleen T. Schoeck
Kathleen T. Schoeck, Notary Public



(NOTARY SEAL)

[Handwritten initials]

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 CLEVELAND + LITTLETON 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.



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.

X Allison J. McCall
(Signature of 1st Witness)

ALLISON J. MCCALL
(Name of 1st Witness)

X [Signature]
(Grantor's/Owner's Signature)

John M. McCall
(Grantor's/Owner's Name)

X [Signature]
(Signature of 2nd Witness)

TROYA R. SORANVILLE
(Name of 2nd Witness)


Owner Cleveland & Littleton G.C.
Title Manager

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH

The foregoing instrument was signed and acknowledged before me this 30~~th~~ day of July 2003 by John M. McCall who has produced the following as identification - N/A, and who did take an oath. (is personally known to me)

[Signature]
Notary Public Signature

Robert W. Bivins
Printed Name of Notary Public

 ROBERT W. BIVINS
MY COMMISSION # DD 093081
EXPIRES: March 18, 2006
Budget Thru Budget Notary Services

(Notary Seal & Commission Number)

EXHIBIT "A"

(O.R. BOOK 3269, PAGE 3113)

HARRIS - JORGENSEN, INC.
2706 S.E. SANTA BARBARA PLACE
CAPE CORAL, FLORIDA
PHONE: (941) 772-9939
FAX: (941) 772-1315

FOUND 5/8' I.R.
CAP #6811

N.89°51'05"E. 370.57'

SKETCH OF

**WATER LINE EASEMENT
LYING IN THE S.1/2 OF SECTION 27**

TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

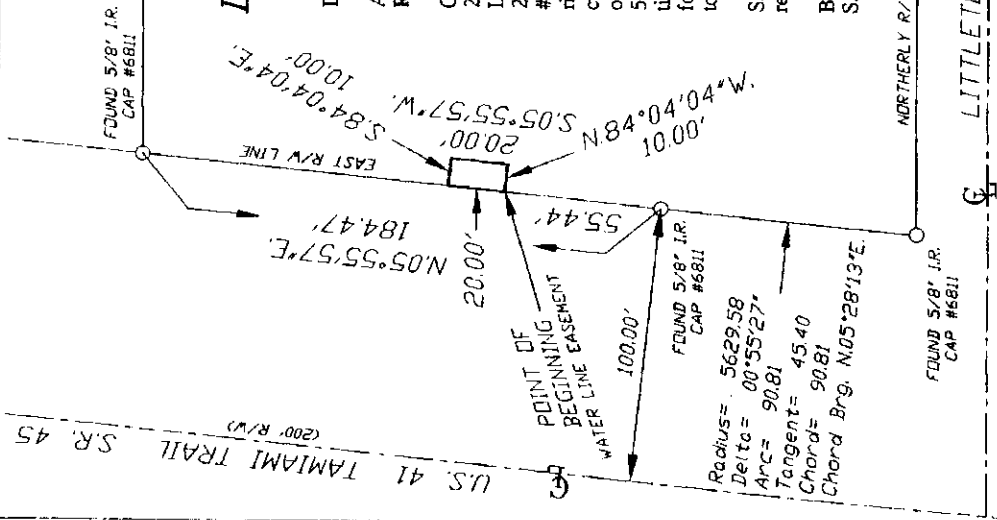
DESCRIPTION: (Water Line Easement)

A tract or parcel of land lying in the South One Half (S.1/2) of Section 27, Township 43 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Southwest corner of the Southeast Quarter (S.E.1/4) of the aforesaid Section 27; thence run N.00°13'10"W. for 25.00 feet to a point on the Northerly right-of-way line of Littleton Road (50 feet wide); thence run S.89°57'26"W. along said Northerly right-of-way line for 296.20 feet to a point on the Easterly right-of-way line of U.S. Highway #41 (Tamiami Trail - S.R. #45) (200 feet wide), said point being on a curve; thence run Northeasterly along said Easterly right-of-way line (not radial to the previously described line) for 90.81 feet along the arc of a curve concave Southeasterly, with a radius of 5629.58 feet, a delta of 00°55'27", a chord bearing of N.05°28'13"E. and a chord distance of 90.81 feet to a point of tangency; thence run N.05°55'57"E. along said Easterly right-of-way line for 55.44 feet to the point of beginning; thence continue N.05°55'57"E. along said Easterly right-of-way line for 20.00 feet; thence run S.84°04'04"E. for 10.00 feet; thence run S.05°55'57"W. for 20.00 feet; thence run N.84°04'04"W. for 10.00 feet to the point of beginning.

Said tract contains 200 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the Northerly right of way line of the aforesaid Littleton Road as being S.89°57'26"W.



Radius = 5629.58
Delta = 00°55'27"
Arc = 90.81
Tangent = 45.40
Chord = 90.81
Chord Brg. N.05°28'13"E.

S.00°09'06"E. 274.78'

FOUND 5/8' I.R.
CAP #6811

FOUND 5/8' I.R. CAP #6811

S.89°57'26"W. 296.20' N.00°13'10"W. 25.00'

S.W. CORNER OF THE S.E.1/4
OF SECTION 27-43-24
FOUND 5/8' I.R. NO. 10

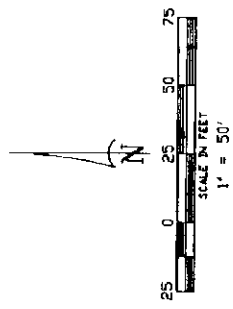
POINT OF COMMENCEMENT

NORTHERLY R/W LINE

LITTLETON ROAD

(50' R/W)

FOUND 5/8' I.R.
CAP #6811



(O.R. BOOK 3269, PAGE 3113)

PROJECT #	JOHN B. HARRIS, PSN
JOB #	WG-CL-UE
SKETCH DATE:	5/29/03
FLORIDA CERTIFICATE OF AUTHORIZATION LB #5921	

John B. Harris



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) → 27432400000231020

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): CLEVELAND + LITTLETON LLC
 Last First MI Corporate Name (if applicable)
 146 SECOND STREET NORTH-SUITE 302, ST. PETERSBURG, FL 33701
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 Last First MI Corporate Name (if applicable)
 P. O. BOX 398, FT. MYERS, FL 33902 (239) 479-8181
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: / / \$ Sale/Transfer Price
 Month Day Year (Round to the nearest dollar.) . 00 Property Located In 46 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: \$. 00
 YES / NO (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 nearest dollar.) YES / NO \$. 00 Cents

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, P.E., UTILITIES DIRECTOR Date: 7/31/03

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	

BS 20030861-UTL

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 WALGREEN DRUG STORE AT US 41 AND LITTLETON ROAD project. (CLEVELAND + LITTLETON LLC EASEMENT) ACCOUNT NO. OD5360748700.504930

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

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