

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

Blue Sheet No. 20060195-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of one (1) 8'' fire line and one (1) fire hydrant to provide fire protection to *Knott-Alico Commerce Center, Lots 34-51*. This is a Developer Contributed asset project located on the south side of Drew Circle at Cam Court.

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 -

C10D

5. Meeting Date:

03-21-2006

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, P. E., Utilities Director**
 Date: **3/2/06**

9. 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 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 and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the Drew Circle right-of-way.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 08 TOWNSHIP 46 S RANGE 25 E DISTRICT # 5 COMMISSIONER ALBION

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: 3-3-06	N/A	N/A	<i>R.O.</i> T. Osterhout Date: 3/2	<i>S. Covert</i> Date: 3/8/06	<i>P.M.</i> 3/8/06	<i>J.</i> 3/8/06	<i>M.</i> 3/8/06	<i>J.</i> 3/8/06	<i>J. Lavender</i> Date: 3-3-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
Date:	3-8-06
Time:	11:18
COUNTY ADMIN FORWARDED TO:	3/9/06
	11:30

Rec. by CoAtty	<i>[Signature]</i>
Date:	3/8/06
Time:	3:30pm
Forwarded To:	3/8/06
	<i>[Signature]</i>

RESOLUTION NO. _____

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

WHEREAS, it is the desire of **"Carroll Partnership, LLP, a Maryland LLP"**, owner of record, to make a contribution to Lee County Utilities of water facilities **(one 8" diameter fire line and one fire hydrant)**, serving **"KNOTT-ALICO COMMERCE CENTER, LOTS 34-51"**; 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 **\$16,900.00** 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 20060195-UTL

LETTER OF COMPLETION

DATE: 2/28/2006

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

Gentlemen:

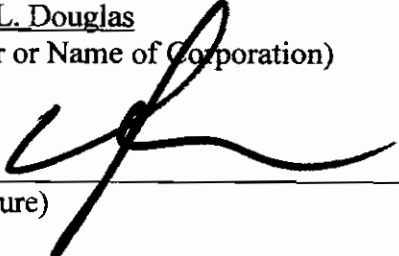
This is to certify that the **fire line up to and including 1st OS + Y valve(s)** located in
Knott-Alico Commerce Center, Lots 34-51
(Name of Development)

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) - Water Main and Bacteriological Test

Very truly yours,

David L. Douglas
(Owner or Name of Corporation)



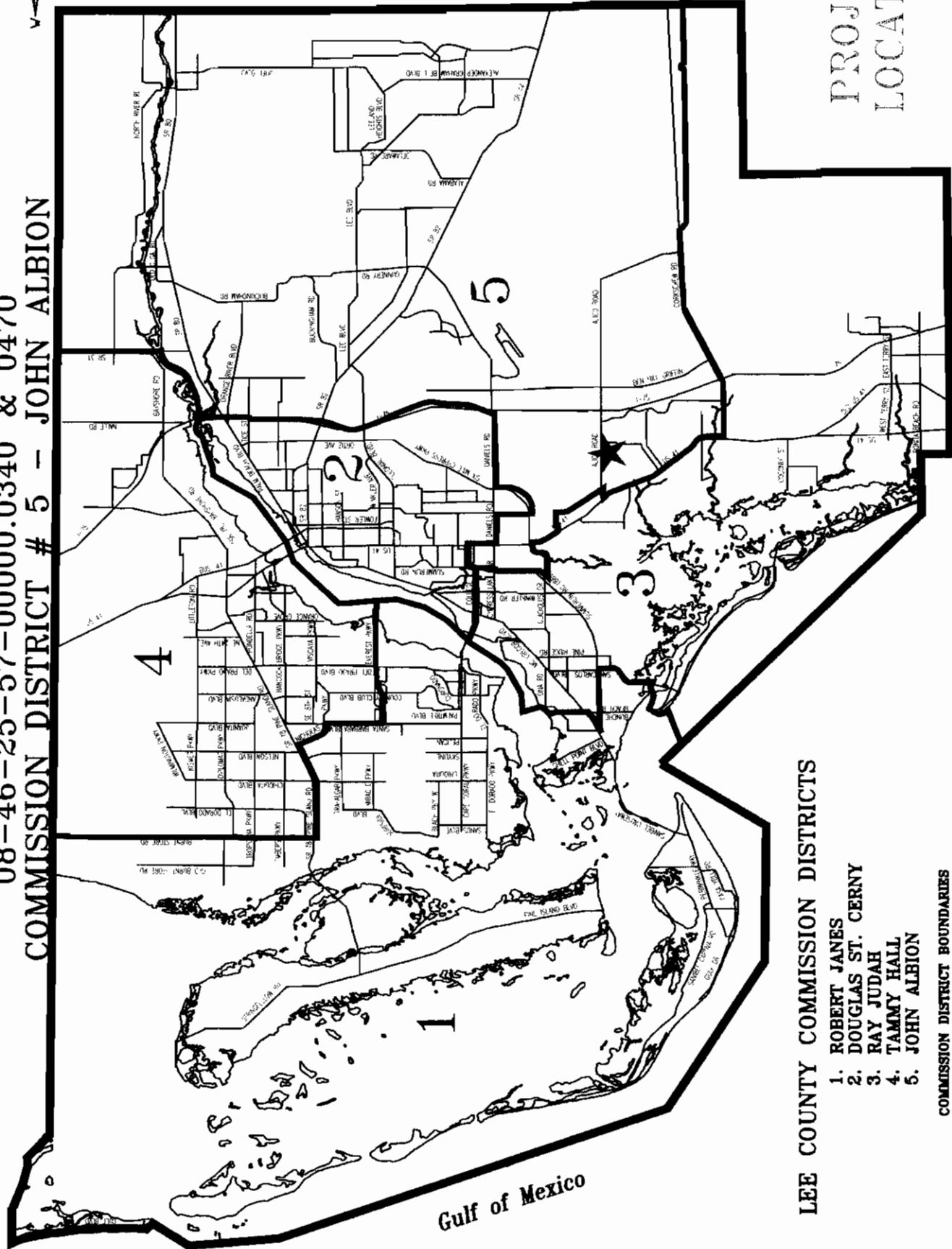
(Signature)

Vice President
(Title)

(Seal of Engineering Firm)

PROJECT LOCATION

**KNOTT-ALICO COMMERCE CENTER, LOTS 34-51
08-46-25-57-00000.0340 & 0470
COMMISSION DISTRICT # 5 - JOHN ALBION**



LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. TAMMY HALL
5. JOHN ALBION

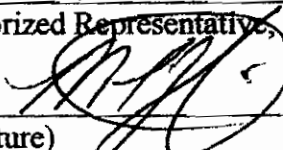
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

WARRANTY

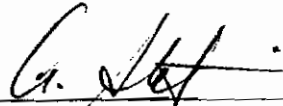
THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of Knott-Alico Commerce Center ^{Lots 34 - 51} to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. 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.


MAJ Contracting, Inc.
(Contractor/Company Name)
Mark Justice, President
(Authorized Representative, Title)
BY: 
(Signature)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 1 st day of November, 2005 by Mark Justice who is personally known to me - _____, and who did not take an oath.

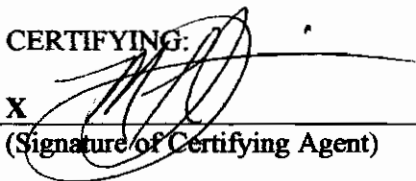

Notary Public Signature

Anthony Stefanacci
Printed Name of Notary Public

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

(Notary Seal & Commission Number)

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)

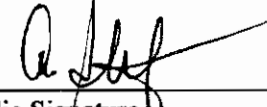
MAJ Contracting, Inc.
(Name of Firm or Corporation)

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 27th day of January, 2006 by Mark Justice who is personally known to me - , and who did not take an oath.


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)



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

08462557000000470

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 20060195 EASEMENT: CARROLL PARTNERSHIP, LLP**

Last First MI Corporate Name (if applicable)
1 TEXAS STATION COURT-#200 TIMONIUM MD 21093

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 2394798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer
3 21 2006 \$ \$10 . 00 Property Located In **46** County Code
 Month Day Year (Round to the nearest dollar.)

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

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**

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  Date **3/2/06**

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	<input type="text"/>	
Date Recorded	<input type="text"/>	
Month Day Year		

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullidge

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

ACCOUNT NO. *OD5360748700.504930*

**PROJECT NAME: *"KNOTT-ALICO COMMERCE CENTER"
(LOTS 34-51)***

EASEMENT

GRANTOR : *"CARROLL PARTNERSHIP, LLP"*

BLUE SHEET NO. *"20060195-UTL"*

THANK YOU.

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

Strap Number:

08-46-25-57-00000.0470

LCU 500283

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between Carroll Partnership, LLP, a Maryland LLP, 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 20060195



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.

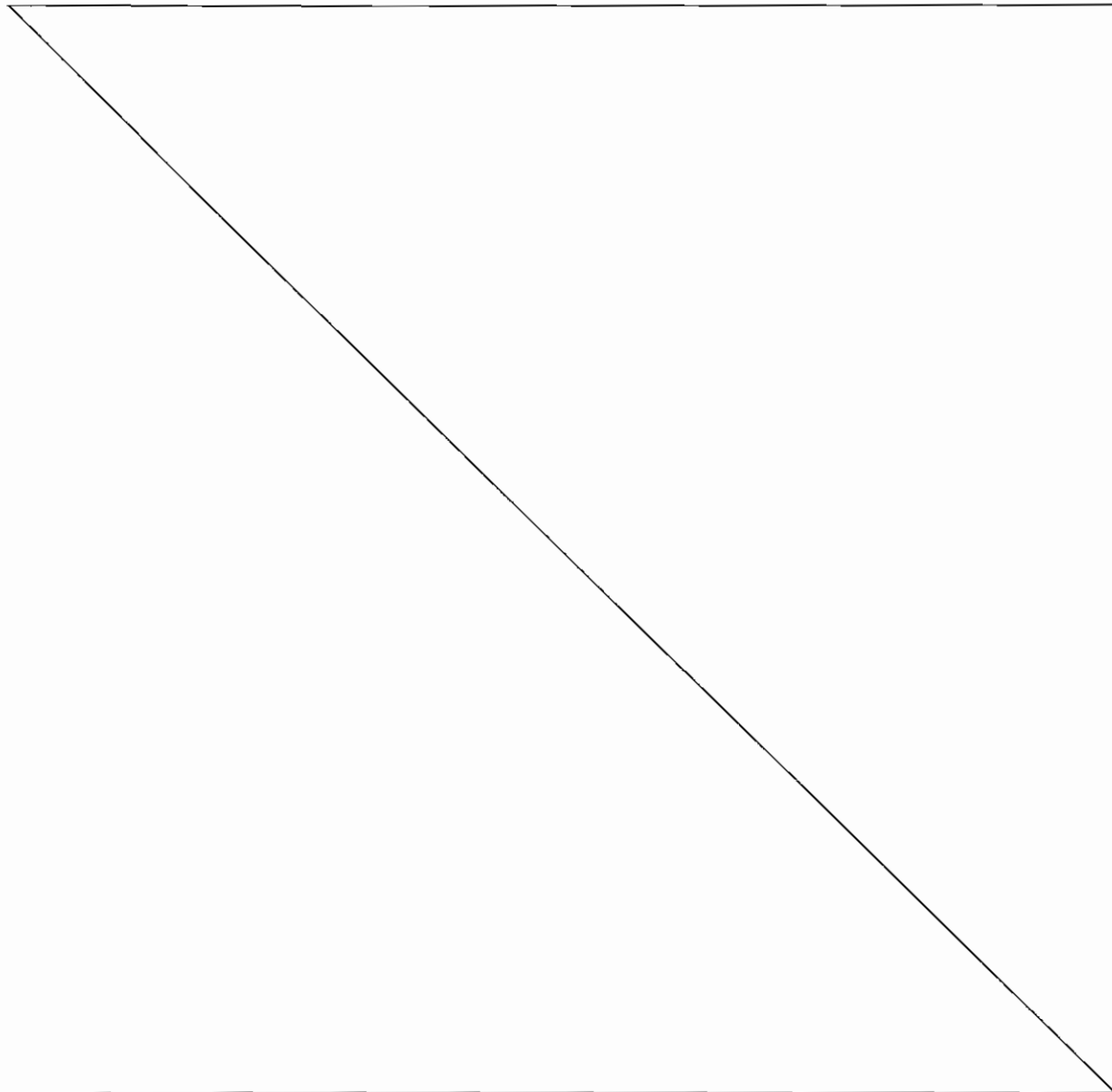
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Rose Ward
[1st Witness' Signature]

Rose Ward
[Type or Print Name]

Debra Linares
[2nd Witness' Signature]

Debra Linares
[Type or Print Name]

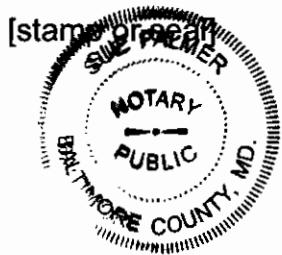
BY: James F. Knott Jr.
[Signature Grantor's/Owner's]

James F. Knott Jr.
[Type or Print Name]

VP
[Title]

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Baltimore

The foregoing instrument was signed and acknowledged before me this 2nd day of December 2025 by James F. Knott Jr. who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.



Sue Palmer
[Signature of Notary]

Sue Palmer
[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



GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S.
30930 OIL WELL RD., PUNTA GORDA, FL. 33955
(941) 639-7800 • FAX: (941) 639-7600

NICK POULOS, P.L.S.
2112 SE. 11TH ST., CAPE CORAL, FL. 33990
(239) 458-2388 • FAX: (239) 574-3719

NOVEMBER 28, 2005
JOB NUMBER: 0280
FILE: 0280L03.LGL

DESCRIPTION

A TRACT OR PARCEL OF LAND BEING PART OF LOT 51, ALICO COMMERCIAL PARK, A SUBDIVISION LYING IN SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND RECORDED IN PLAT BOOK 75, PAGES 11 THROUGH 13 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF LOT 51 OF SAID ALICO COMMERCIAL PARK; THENCE S.01°16'33"E. FOR 24.00 FEET ALONG THE EASTERLY RIGHT OF WAY OF DREW CIRCLE TO THE POINT OF BEGINNING; THENCE N.88°43'27"E. FOR 50.60 FEET; THENCE S.01°16'33"E. FOR 20.00 FEET; THENCE S.88°43'27"W. FOR 50.60 FEET TO THE EASTERLY RIGHT OF WAY OF DREW CIRCLE; THENCE N.01°16'33"W. FOR 20.00 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

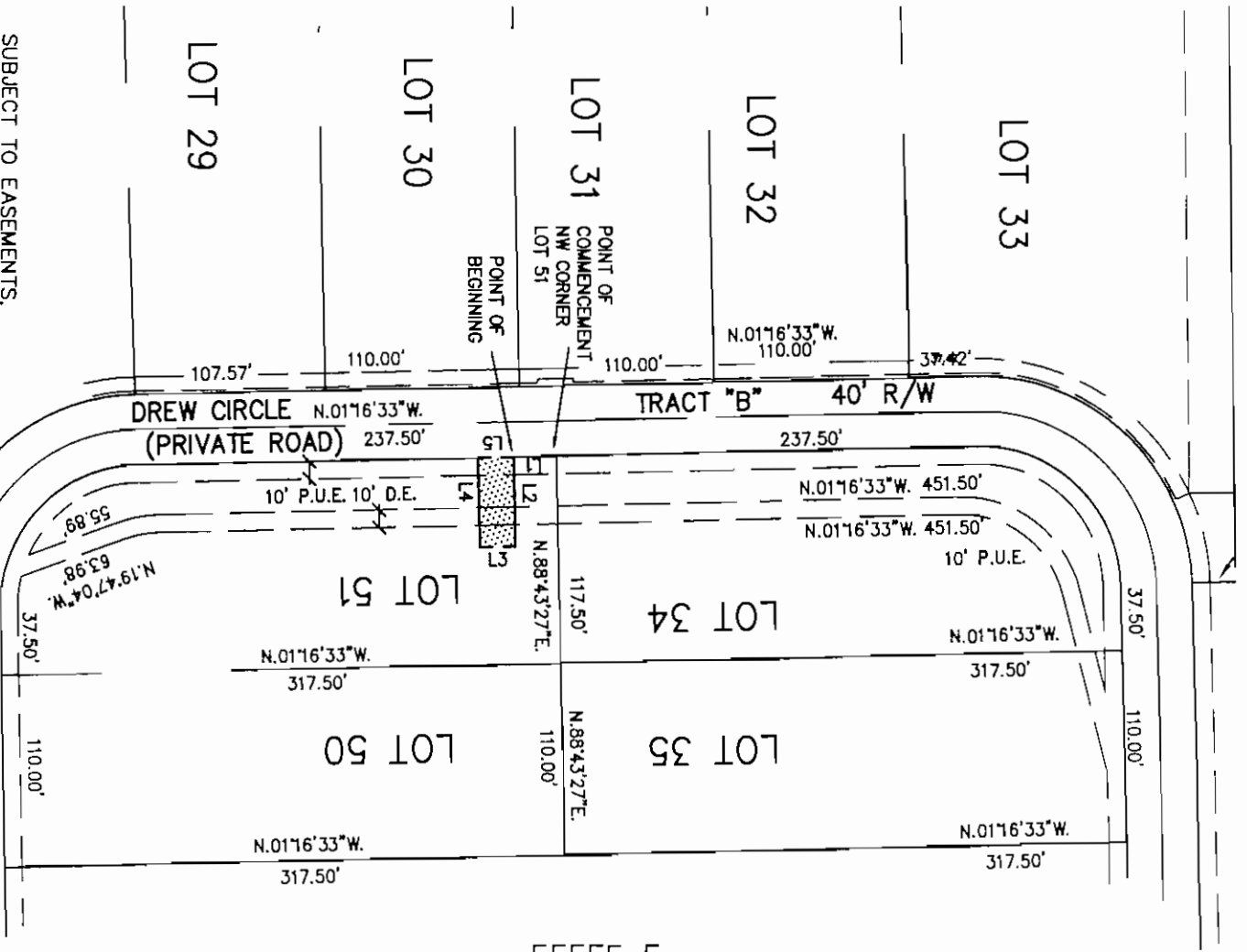
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS MENTIONED HEREIN ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 26 EAST, BEING N.89°58'08"E.

REFER TO 8 1/2" X 11" SKETCH.
GULF SHORE SURVEYING, INC.

Tim J. Pufahl 11/29/05
TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

SUBJECT TO EASEMENTS,
RESTRICTIONS, RESERVATIONS, AND
RIGHTS OF WAY OF RECORD.
BEARINGS SHOWN HEREON ARE BASED ON PLAT OF ALICO COMMERCIAL AS
RECORDED IN PLAT BOOK 75, PAGE 11 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

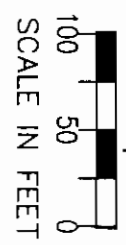


LEGEND

- LC.U.E. = LEE COUNTY UTILITY EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT

LINE TABLE

Line	Bearing	Distance
L1	S.01°16'33"E.	24.00'
L2	N.88°43'27"E.	50.60'
L3	S.01°16'33"E.	20.00'
L4	S.88°43'27"W.	50.60'
L5	N.01°16'33"W.	20.00'



REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED, IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE:

11/29/05

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PASTED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Tim J. Pyle
THE J. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
FLA. CERTIFICATE NO. 4666

JOB
0280
LO3

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
PART OF LOT 34
ALICO COMMERCIAL PARK
LEE COUNTY, FLORIDA

DATE : 11/28/05
SCALE : 1" = 100'
CADD : TP
CHECK : TP
FILE : 0280L03.DWG

GULF SHORE SURVEYING, INC.
LICENSED BUSINESS NO. 8720
LEE COUNTY: 2112 S.E. 11TH STREET
CAPE CORAL, FL 33990
(239) 458-2388
CHARLOTTE COUNTY: 30030 OIL WELL ROAD
PUNTA GORDA, FL 33955
(941) 639-7800