

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

Blue Sheet No. 20060968-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) fire hydrant and two (2) water services serving *Sonic Drive-In*, to provide potable water service and fire protection to this recently constructed restaurant. This is a Developer Contributed asset project located on the south side of Pine Island Road approximately 1,000' east of U.S 41 North.

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

C10F

5. Meeting Date:

08-15-2006

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: *[Signature]* 7/20/06
 S. Ivan Velez, P.E. Acting Director

9. Background:

Fire line and water services 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.

100% of the connection fees have been paid.

Sanitary sewer service is provided by North Fort Myers Utilities.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 03 TOWNSHIP 44S RANGE 24E DISTRICT #1 COMMISSIONER JANES

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>[Signature]</i> J. Lavender Date: <u>7/21/06</u>	N/A	N/A	<i>[Signature]</i> T. Osterhout Date: <u>7/20</u>	<i>[Signature]</i> S. Coovert Date: <u>7/24/06</u>	<i>[Signature]</i> 7-25-06	<i>[Signature]</i> 7/25/06	<i>[Signature]</i> 7/26/06	<i>[Signature]</i> 7/26/06	<i>[Signature]</i> J. Lavender Date: <u>7/21/06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<u>7/25/06 10:50 AM</u>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<u>7/26/06</u> <u>3pm</u>

Rec. by CoAtty
Date: <u>7-21-06</u>
Time: <u>3:55pm</u>
Forwarded to: COUNTY ADMIN <u>7/26/06 3:55pm</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of **"Sonic Restaurants, Inc."**, owner of record, to make a contribution to Lee County Utilities of water facilities **(one fire hydrant and two water services)**, serving **"SONIC DRIVE-IN"**; 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 **\$30,236.00** 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 20060968-UTL

COPY

LETTER OF COMPLETION

DATE: 6/30/2006

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

Gentlemen:

This is to certify that the **fire hydrant(s) , water distribution and water service(s)** located at
Sonic @ 555 Pine Island Road
(Name of Development/Project)

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:
Bacteriological Test and Pressure Test(s) - Water Main

Very truly yours,

LA Civil
(Owner or Name of Corporation/Firm)

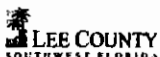
(Signature)

Scott Lincoln, P.E., President

(Name and Title)

6/30/06
#50035

(Seal of Engineering Firm)

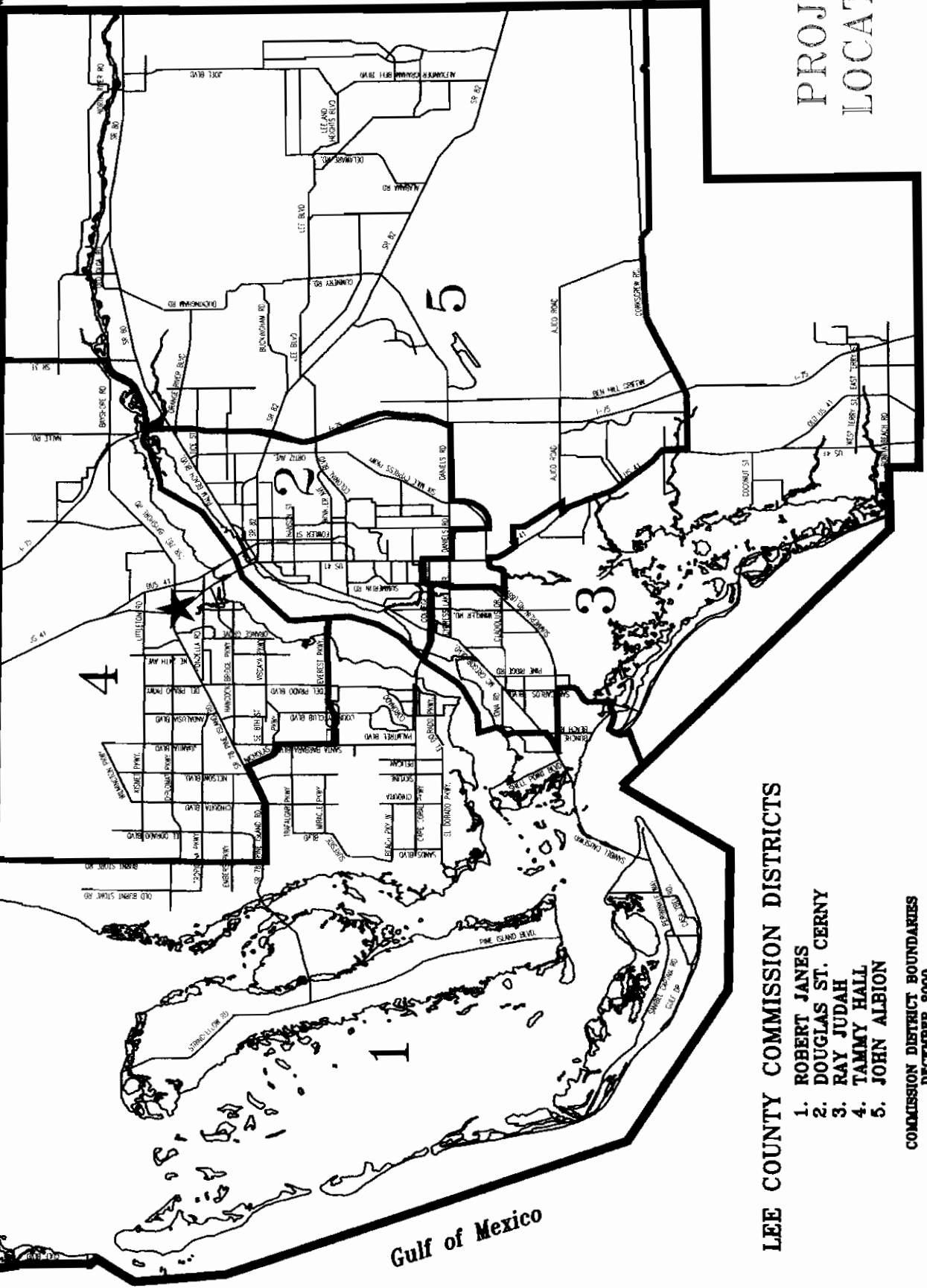


(Forms - Letter of Completion - Revised 2004)

COPY

PROJECT LOCATION

SONIC DRIVE-IN
03-44-24-02-00000.0050
COMMISSION DISTRICT # 1 - ROBERT JANES



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 system of Sonic Drive-In. 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.

Skippy's Bobcat Services, Inc.
(Name of Owner/Contractor)

Scott Gray, President
(Authorized Representative, Title)

BY: Scott Gray
(Signature of Owner/Contractor)

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 17th day of July 2006 by Scott Gray who is personally known to me, and who did not take an oath.

Jessica Camacho
Notary Public Signature



Printed Name of Notary Public

(Notary Seal & Commission Number)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of thirty thousand, two hundred thirty six and 00/100 (\$30,236.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Horizon General Contractors Inc. on the job of Sonic Drive-In to the following described property:

Sonic Drive-In

(Name of Development/Project)

555 Pine Island Road a.k.a.
(Location) 555-61 Pine Island Rd.

Water Main Extension,
Fire Line up to and including 1st OS and Y valve and
Water Services
(Facilities Constructed)

03-44-24-02-00000.0050
(Strap # or Section, Township & Range)

Dated on: _____, 2006

By: *Scott Gray*
(Signature of Authorized Representative)

Skippy's Bobcat Services, Inc.
(Name of Firm or Corporation)

By: Scott Gray
(Print Name of Authorized Representative)

461 20th Street SE
(Address of Firm or Corporation)

Title: President

Naples, Fl 34117-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)455-7976 Ext.

Fax#: (239)354-1911

STATE OF Fla)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 17th day of July, 2006 by Scott Gray who is personally known to me, and who did not take an oath.

Jessica Camacho
(Notary Public Signature)

(Notary Seal & Commission Number)

(Printed Name of Notary Public)



COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: SONIC DRIVE-IN

STRAP NUMBER: 03-44-24-02-00000.0050

LOCATION: 555-61 PINE ISLAND ROAD, NORTH FORT MYERS

OWNER'S NAME: (as shown on Deed) SONIC RESTAURANTS, INC.

OWNER'S ADDRESS: 300 JOHNNY BENCH DRIVE

OWNER'S ADDRESS: OKLAHOMA CITY ,OK 73104-

TYPE UTILITY SYSTEM: POTABLE WATER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
TAPPING SLEEVE W/VALVE	6'	1.0	EA	\$5,000.00	\$5,000.00
HDPE SDR-11 CASING	12"	86.0	LF	\$116.00	\$9,976.00
HDPE SDR-11	6"	125.0	LF	\$26.00	\$3,250.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$6,160.00	\$6,160.00
SINGLE WATER SERVICE/COMPLETE	1.5"	1.0	EA	\$2,700.00	\$2,700.00
SINGLE WATER SERVICE/COMPLETE	5/8"	1.0	EA	\$1,300.00	\$1,300.00
PVC C-905 DR-14	6"	100.0	LF	\$18.50	\$1,850.00
TOTAL					\$30,236.00

(If more space is required, use additional forms(s)).

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 Scott Gray
(Signature of Certifying Agent)

Scott Gray, President
(Name & Title of Certifying Agent)

Skippy's Bobcat Services, Inc.
(Name of Firm or Corporation)

461 20th Street SE.
(Address of Firm or Corporation)

Naples, FL 34117 -

STATE OF Fla)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 17th day of July, 2006 by Scott Gray who is personally known to me, and who did not take an oath.

Jessica Camacho
Notary Public Signature



Printed Name of Notary Public

Notary Commission Number

(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

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) →

03442402000000050

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 20060968

EASEMENT:

SONIC RESTAURANTS, INC.

Last

First

MI

Corporate Name (if applicable)

300 JOHNNY BENCH DR.

OKLAHOMA CITY

OK

73104

(832)4930033

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

S. IVAN VELEZ PE

ACTING UTIL DIR

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last

First

MI

Corporate Name (if applicable)

P. O. BOX 398

FT. MYERS

FL

33902

(239)4798181

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

8 / 15 / 2006

Month

Day

Year

\$ 000,000.00

(Round to the nearest dollar.)

Property
 Located In

Lee

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:

YES / NO

(Round to the nearest dollar.) \$ 000,000.00

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:

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

\$ 000,000.00

Cents

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/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date 7/20/06

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 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
and Page Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
and File Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Date Recorded <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Month Day Year	

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

03442402000000050

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 20060968

EASEMENT:

SONIC RESTAURANTS, INC.

Last Mailing Address
 300 JOHNNY BENCH DR.

First City MI
 OKLAHOMA CITY OK

Corporate Name (if applicable)
 73104 (8324930033)

4. Grantee (Buyer):

Mailing Address City State
 S. IVAN VELEZ PE ACTING UTIL DIR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address
 P. O. BOX 398

First City MI
 FT. MYERS FL

Corporate Name (if applicable)
 33902 (2394798181)

5. Date of Sale/Transfer

8 15 2006 \$
 Month Day Year

City Sale/Transfer Price

. 0 0 Property Located In 46 County Code

(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.) \$

. 0 0

6. 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

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

[Signature]

Date 7/20/06

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	<input type="text"/>
and	<input type="text"/>
Page Number	<input type="text"/>
and	<input type="text"/>
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 Gulledge

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20060968-UTL

PROJECT NAME: SONIC DRIVE-IN

EASEMENT NAME: SONIC RESTAURANTS, INC.

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

Strap Number(s):

03-44-24-02-00000.0050

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 "**SONIC RESTAURANTS, INC.**", 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 20060968-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.

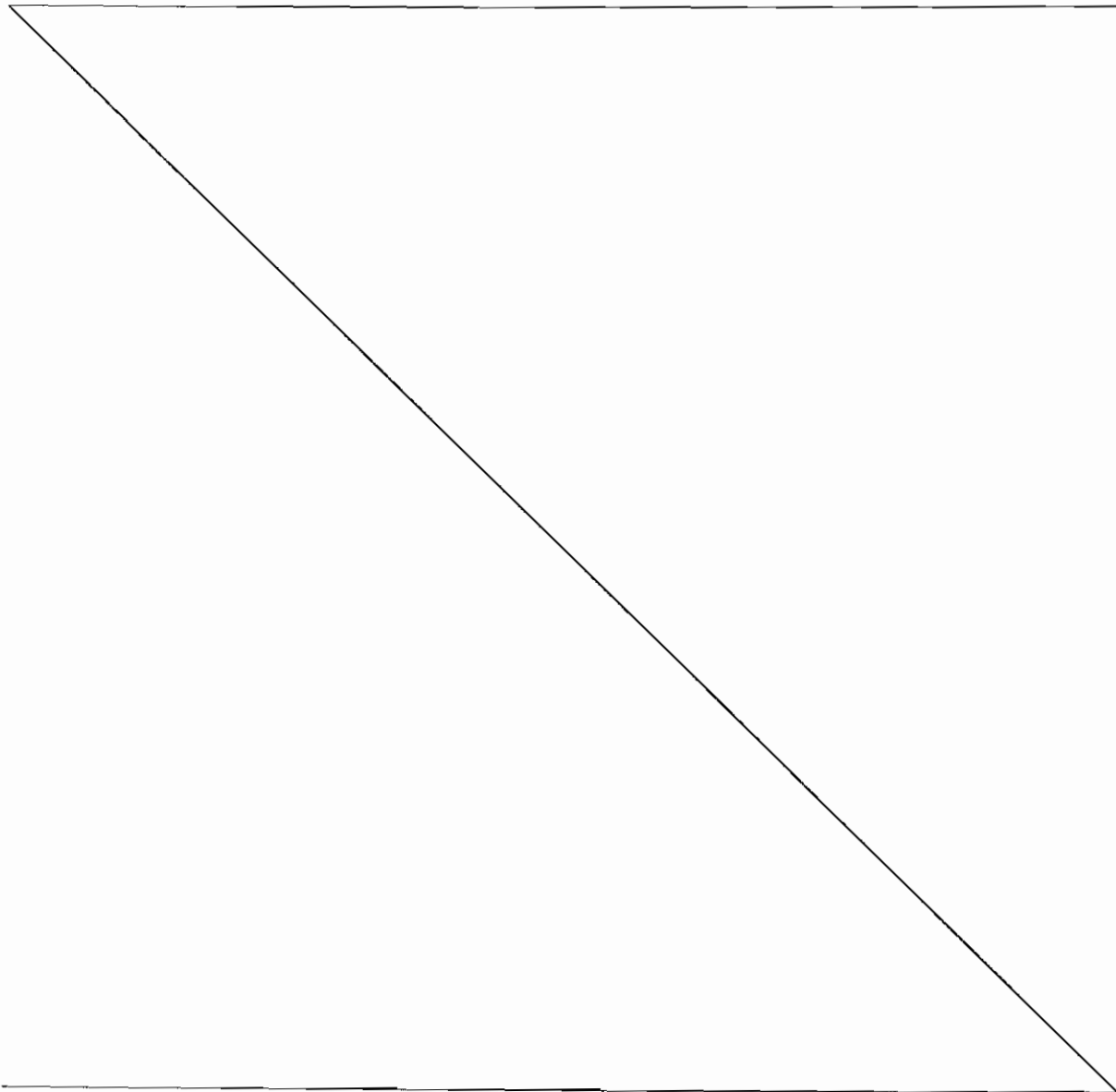
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

David S Reynolds
[1st Witness' Signature]

David S. Reynolds

[Type or Print Name]

Christie Martin
[2nd Witness' Signature]

Christie Martin

[Type or Print Name]

BY: William T Pierquet
[Signature Grantor's/Owner's]

Sonic Restaurants, Inc

By William T. Pierquet

[Type or Print Name]

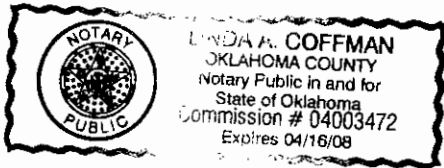
Senior Vice President of
Development

[Title]

STATE OF ~~FLORIDA~~ OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was signed and acknowledged before me this 11 day of July 2006, by William T. Pierquet who produced the following as identification _____ or is personally know to me, and who did did not take an oath.

[stamp or seal]



Linda A. Coffman
[Signature of Notary]

LINDA A. COFFMAN
[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
Scott S. Covert, Esquire

CERTIFICATE OF INCUMBENCY
of
Sonic Restaurants, Inc.

The undersigned, being the duly-elected Secretary of Sonic Restaurants, Inc. (the "Corporation"), hereby certifies as follows:

1. I am the Secretary of the Corporation.

2. The following sets forth the names, offices and genuine signature of the officers of the Corporation as of the date of this certificate:

Name and Office

Signature

Michael A. Perry, President

Michael A. Perry

William T. Pierquet, Sr. Vice President of Development

William T. Pierquet, Sr.

Robert J. Geresi, Vice President

Robert J. Geresi

Ronald L. Matlock, Vice President and Secretary

Ronald L. Matlock

Richard A. Scwabauer, Vice President of Operations

Richard A. Scwabauer

Stephen C. Vaughan, Vice President of Finance

Stephen C. Vaughan

J. Alan Walker, Vice President of Operations

J. Alan Walker

Terry D. Harryman, Controller

Terry D. Harryman

Renee G. Shaffer, Treasurer

Renee G. Shaffer

Carolyn C. Cummins, Assistant Secretary

Carolyn C. Cummins

Robert W. Haggerty, Assistant Treasurer

Robert W. Haggerty

3. The seal impressed below, opposite my signature, is the legally adopted, proper and official seal of the Corporation.

Executed on this 11 day of July, 2006.

(Corporate Seal)

Ronald L. Matlock

Ronald L. Matlock, Secretary

