

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of one 10" diameter master meter assembly and one 4" diameter force main connection, to provide potable water service, fire protection and sanitary sewer service to LUCAYA, a recently constructed multi-family residential development. This is a Developer Contributed asset project located on the south side of McGregor Boulevard, approximately 1/4 mile west of A & W Bulb Road.

2. FUNDING SOURCE:

No funds required.

3. WHAT ACTION ACCOMPLISHES:

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

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: 10 - Utilities **CIOA**

6. Meeting Date: May 29, 2007

7. Agenda:	8. Requirement/Purpose: (specify)	9. Request Initiated:
<input checked="" type="checkbox"/> Consent	Statute	Commissioner
<input type="checkbox"/> Administrative	Ordinance	Department <u>Public Works</u>
<input type="checkbox"/> Appeals	Admin. Code	Division <u>Utilities</u>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other <u>Approval</u>	By: <u>Douglas L. Meurer</u> <u>5-10-2007</u>
<input type="checkbox"/> Walk-On		Douglas L. Meurer, P.E., Director

10. Background:

The Board granted permission to construct on 08-09-05, Blue Sheet #20050997.
 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.
 Satisfactory pressure testing of the force main 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.
 Lee County Utilities preferred the developer to construct a privately owned and maintained on-site gravity collection system due to the fact that no regional benefit will be provided by LCU owning and maintaining three lift stations in this vicinity. Due to this request, LCU prefers the on-site water system remain under private ownership as well, and this was achieved by constructing a master meter connecting to existing infrastructure located within the right-of-way of McGregor Boulevard. Sanitary sewer service will be achieved by connecting to the existing infrastructure also located within the right-of-way of McGregor Boulevard.
 Funds are available for recording fees in: Account No. OD5360748700.504930.
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 29 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
<u>J. Lavender</u> Date: <u>5-11-07</u>	N/A Date:	N/A Date:	<u>T.O.</u> T. Osterhout Date: <u>5/10</u>	<u>S. Covert</u> S. Covert Date: <u>5/14/07</u>	Analyst <u>RK5/14</u>	Risk <u>MP</u> <u>5/14/07</u>	Grants <u>MP</u> <u>5/14/07</u>	Mgr. <u>MP</u> <u>5/14/07</u>	<u>J. Lavender</u> Date: <u>5-11-07</u>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY	
COUNTY ADMIN:	<u>JK</u>
Date:	<u>5/14/07</u>
Time:	<u>11:20 AM</u>
COUNTY ADMIN FORWARDED TO:	<u>JK</u>
Date:	<u>5/14/07</u>
Time:	<u>2:30 pm</u>

Rec. by CoAtty
Date: <u>5/14/07</u>
Time: <u>8:30 AM</u>
Forwarded To:

Admin.
5/14/07 10 am

RESOLUTION NO.

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

WHEREAS, it is the desire of "TAYLOR WOODROW HOMES- SOUTHWEST FLORIDA DIVISION, LLC" owner of record, to make a contribution to Lee County Utilities of water facilities (one ten inch diameter master meter), and sewer facilities (one four inch diameter force main, sanitary sewer), serving "LUCAYA; 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 **\$38,123.75** 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 Brian Bigelow: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner Frank Mann: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20070680-UTL

COPY

LETTER OF COMPLETION

DATE: 11/16/2006

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

Gentlemen:

This is to certify that the **water distribution and force main extension/connection** located at
Lucaya (fka Asbury) - the portion to be turned over to Lee County Utilities
(Name of Development/Project)

were designed by me and have been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
**Bacteriological Test , Pressure Test(s) - Water Main , Pressure Test(s) - Force Main ,
TV Inspection, Mandrill - Gravity Main and Lift Station Start-up**

Very truly yours,

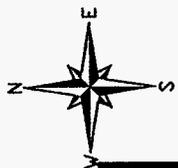
Barraco and Associates, Inc.
2271 McGregor Boulevard
Fort Myers, FL 33901
Cert. of Auth. 7995
(Owner or Name of Corporation/Firm)


(Signature) *BAR*

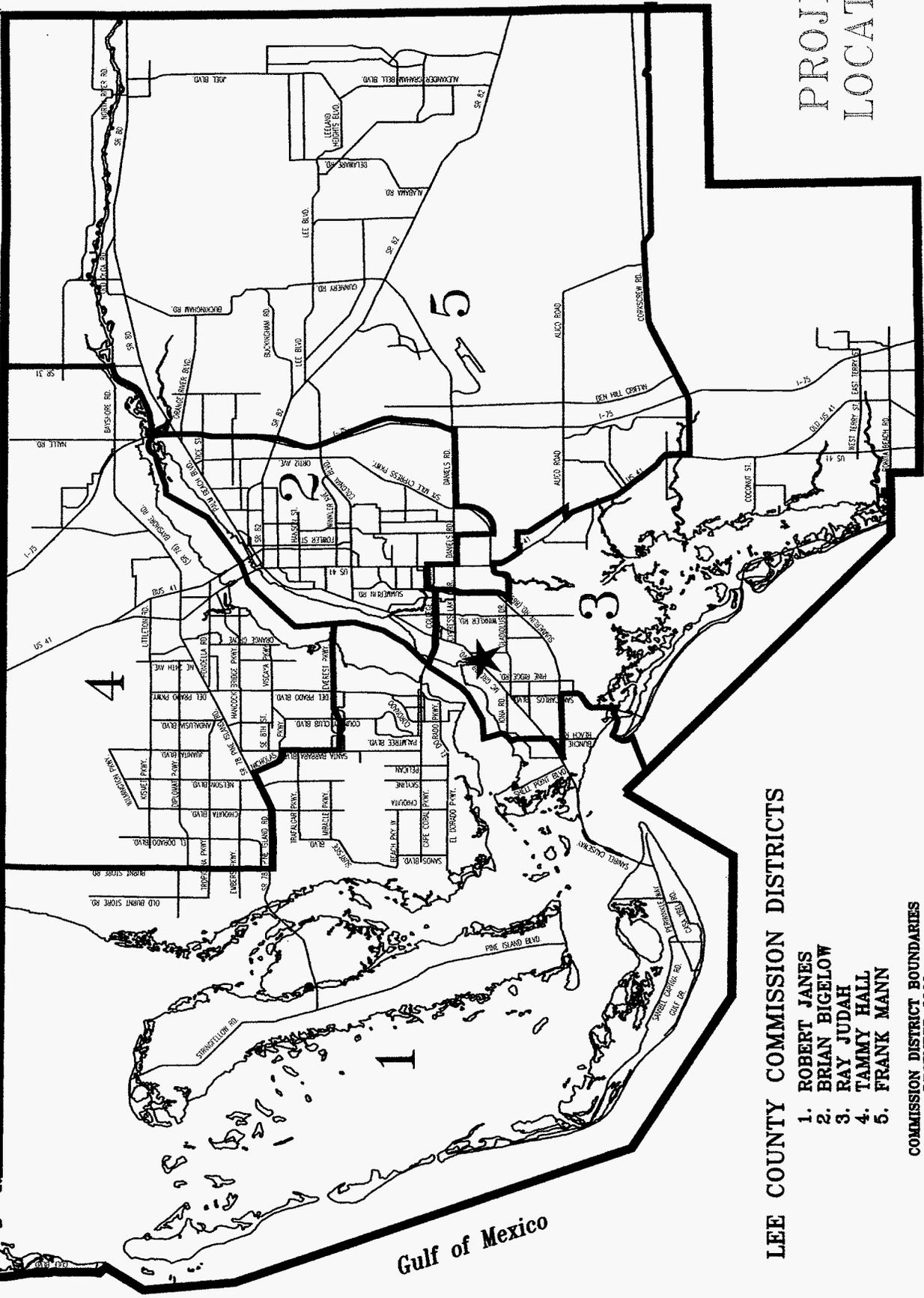
Carl A. Barraco, P.E.
President
(Name and Title)

(Seal of Engineering Firm)

COPY



LUCAYA
29-45-24-00-00009.0000
COMMISSION DISTRICT # 3 - RAY JUDAH



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. BRIAN BIGELOW
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. FRANK MANN

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

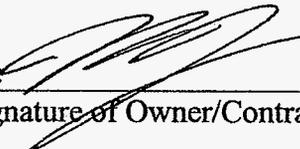
WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of Lucaya 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.

Jensen Underground Utilities, Inc.

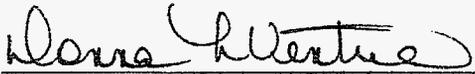
(Name of Owner/Contractor)

BY: 

(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Collier)

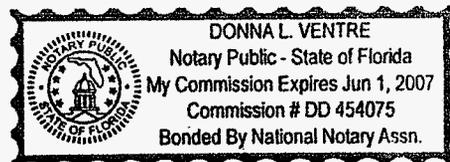
The foregoing instrument was signed and acknowledged before me this 14 th day of NOV, 2006 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.



Notary Public Signature

Donna L. Ventre
Printed Name of Notary Public

(Notary Seal & Commission Number)



COPY

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Thirty Eight Thousand One Hundred Twenty Three Dollars and 75 Cents(\$38,123.75) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Taylor Woodrow Homes - Southwest Florida Division L.L.C. on the job of Lucaya to the following described property:

****THIS RELEASE IS FOR LEE COUNTY UTILITIES WATER AND SEWER ACCEPTANCE ONLY OF THE 10" BFP, FORCEMAIN VALVE & HOT TAP, MASTER METER ASSEMBLY & PHASE I**

Lucaya
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

14646 Abaco Lakes Drive
(Location)

29-45-24-00-00009.0000
(Strap # or Section, Township & Range)

Dated on: February 12, 2007

By: [Signature]
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

By: Kevin Jensen
(Print Name of Authorized Representative)

5585 Taylor Road
(Address of Firm or Corporation)

Title: President

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

Fax#: (239)597-0061

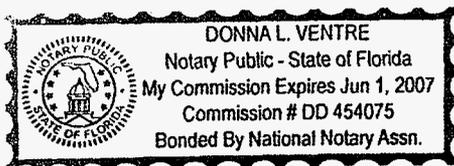
STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 12 th day of February, 2007 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
(Notary Public Signature)

Donna L. Ventre
(Printed Name of Notary Public)

(Notary Seal & Commission Number)



COPY

11.5

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]
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

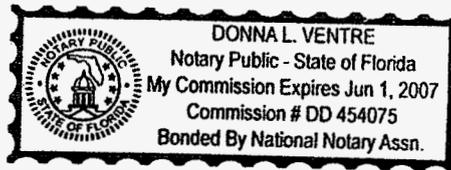
The foregoing instrument was signed and acknowledged before me this 14 th day of November, 2006 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Donna L. Ventre
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



COPY

11.5

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]
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

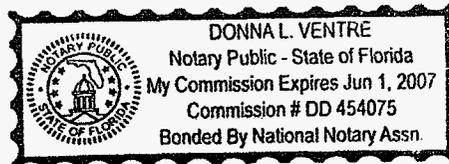
The foregoing instrument was signed and acknowledged before me this 14 th day of November, 2006 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Donna L. Ventre
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

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

29452400000090000

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):

EASEMENT FOR BS 20070680

TAYLOR WOODROW HOMES- SOUTHWEST FLORIDA DIVISION, LLC

Last First MI Corporate Name (if applicable)
8430 ENTERPRISE CIRCLE STE 100 BRADENTON FL 34202

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer):

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

05 29
 Month Day

2007 \$
 Year

Sale/Transfer Price

\$10
 (Round to the nearest dollar.)

. 00

Property Located In 46 County Code

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:
 (Round to the nearest dollar.) \$

YES NO
 . 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 \$

Cents
 . 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 5/10/07

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

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

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20070680-UTL

PROJECT NAME: LUCAYA

**EASEMENT NAME: TAYLOR WOODROW HOMES-
SOUTHWEST FLORIDA
DIVISION, LLC**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

29-45-24-00-00009.0000

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2007, by and between "TAYLOR WOODROW HOMES- SOUTHWEST FLORIDA DIVISION, LLC," Owner(s), 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 20070680-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.

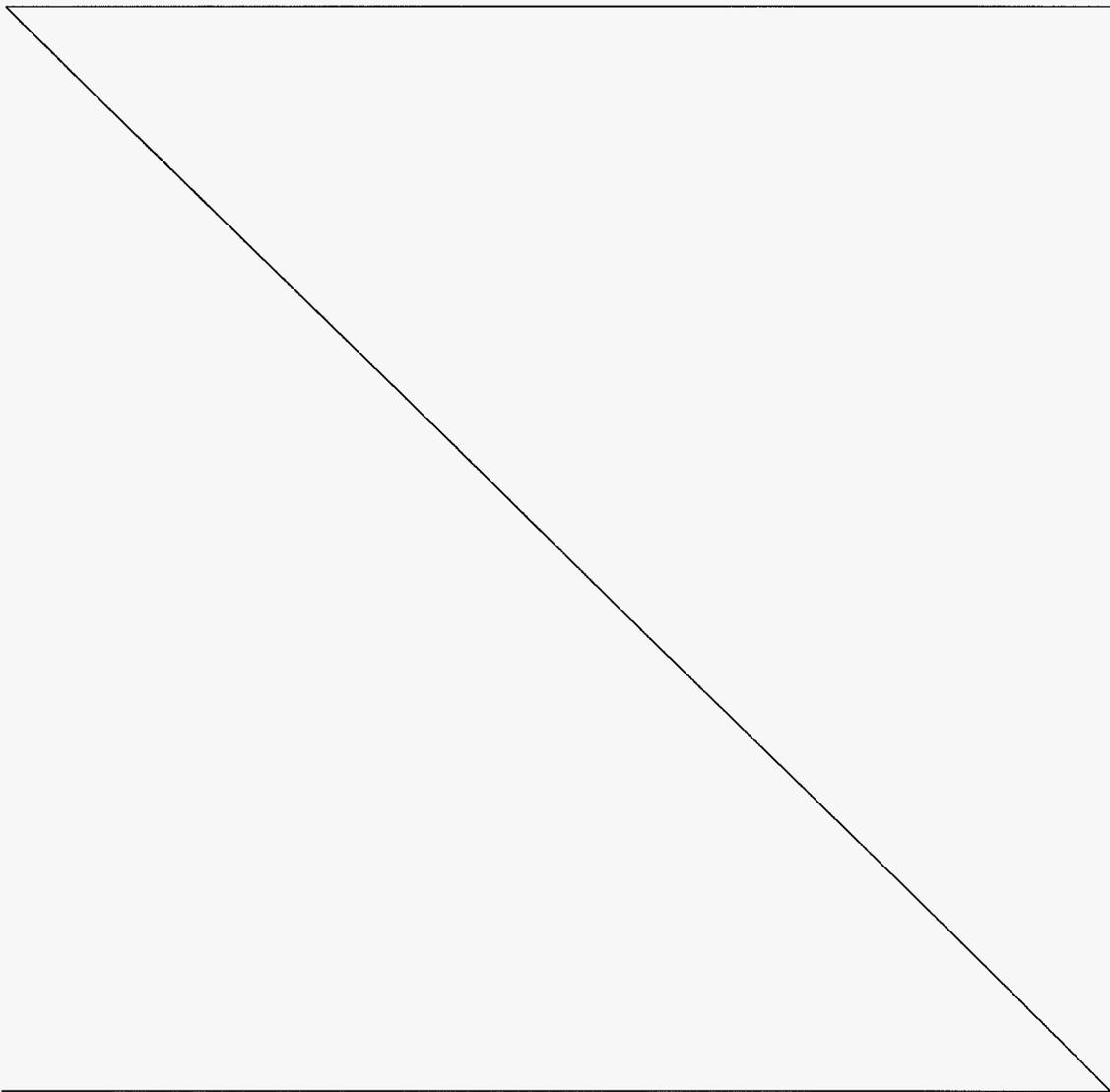
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Donna Marrero

[1st Witness' Signature]

Donna Marrero

[Type or Print Name]

Rayna Chitea

[2nd Witness' Signature]

RAYNA Chitea

[Type or Print Name]

BY:

D L Schwartz

[Signature Grantor's/Owner's]

Douglas Schwartz

[Type or Print Name]

President

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 4th day of May 2007 by Douglas L Schwartz who produced the following as identification _____ or is personally know to me,

and who did not take an oath.

[stamp or seal]

Donna Marrero

[Signature of Notary]

Donna Marrero

[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

DESCRIPTION

Parcel in
Section 29, Township 45 South, Range 24 East
Lee County, Florida

A tract or parcel of land lying in Section 29, Township 45 South, Range 24 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 29 run N89°11'15"E along the South line of the Southeast Quarter (SE ¼) of said Section 29 for 703.02 feet; thence run N00°48'45"W for 3214.57 feet to the POINT OF BEGINNING.

From said Point of Beginning run N44°13'48"W for 60.00 feet to an intersection with the Southerly right of way line of McGregor Boulevard (State Road 867) (F.D.O.T. right of way map, section 12040-2515); thence run N45°47'28"E along said southerly right of way line for 20.00 feet; thence run S44°13'48"E for 60.00 feet; thence run S 45°47'28"W for 20.00 feet to the POINT OF BEGINNING.

Containing 1,200 square feet, more or less.

Bearings hereinabove mentioned are based on the South line of the Southeast Quarter (SE 1/4) of said Section 29 to bear N89°11'15"E.

 2/26/07
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

