# LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020156-UTL

# 1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a Utility Easement as a donation for one 10" diameter fire line and a force main serving **SKINI MINI WAREHOUSE**. This is a Developer contributed asset located on the north side of Crystal Drive approximately 450' east of Metro Parkway.

# WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to the recently constructed warehouse facility.

# WHAT ACTION ACCOMPLISHES:

Places the fire line and force main into operation and complies with the Lee County Utilities Operations Manual.									
2. DEPARTMENTAL CATEGORY: 10 - UTILITIES CIOC 3. MEETING DATE: 02-26-2002									
4. AGENDA:		5. REQUIRE	MENT/PURPOSE	6. I	6. REQUESTOR OF INFORMATION:				
X CONSENT ADMINISTRA APPEALS PUBLIC WALK ON	CONSENT  (Specify)  DMINISTRATIVE  STATUTE  ORDINANCE  ORDINANCE  UBLIC  ADMIN. CODE  A. COMMISSIONER:  B. DEPARTMENT: Lee County-Public Works  C. DIVISION/SECTION: Utilities Division  BY: Rick Diaz, Utilities Director								etor /
7. BACKGROUND: The constructions of water services and fire lines do not require permission to construct by the BOCC, therefore, no previous Blue Sheet number has been provided. The force main that was constructed and to be accepted as a contributory asset is just the portion within the right-of-way of Crystal Drive and will only provide service to this project, and is considered a single service only. Historically, the construction of single sewer services has not required permission to construct by the BOCC due to the insignificant impact upon our facilities.  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.  Wairranty has been provided—copy attached.  Waiver of Lien has been provided—copy attached.  Certification of Contributed Assets has been provided—copy attached.  Water service is provided by Lee County Utilities via existing infrastructure within right-of-way of Crystal Drive. Sanitary sewer service is provided by Lee County Utilities via a recently constructed private lift station which ties into a new force main being constructed within the right-of-way of Crystal Drive by Plantation Corporate Park.  100% of the connection fees have been collected.  Funds are available for recording fees in account # OD5360748700.504930.  SECTION 18 TOWNSHIP 45S RANGE 245 DISTRICT # 5 COMMISSIONER ALBION									
			9. RECOMM	ENDED APPRO	VAL				
(A) (B) (C) (D) (E)  DEPARTMENT PURCH. OR HUMAN COUNTY  DIRECTOR CONTRACTS RESOURCES OTHER ATTORNE								COUNTY	
Hollundy N/A N/A N/A Date: Dat									Humby J. Lavender Date: J.135V
Date: Pipel Date: Date: Date: Date: Date: Date: Date: Date: Pipel									

RESOL	UTION	NO.	

# RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF <u>DEVELOPER CONTRIBUTED ASSETS</u> IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of A + W Development, Inc., owner of record, to make a contribution to Lee County Utilities of <u>water</u> facilities (10" diameter fire line), and <u>sewer</u> facilities (force main) serving "SKINI MINI WAREHOUSE"; 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 \$30,712.50 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was o	ffered by Commissioner
who moved for its adoption. The	motion was seconded by Commissioner eing put to a vote, the vote was as
and, upon be	eing put to a vote, the vote was as
follows:	
Commissioner Bob Janes (C) Commissioner Douglas St. Commissioner Ray Judah (V-Commissioner Andrew Coy: Commissioner John Albion:	erny: (2)
DULY PASSED AND ADOPTED this _ 2002.	day of,
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
By: DEPUTY CLERK	By:CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY





11000 Metro Parkway, Suite 27 • Fort Myers, Florida 33912 • 941-936-5222 • 941-936-7228 Fax

January 7, 2002

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

Attn: Thom Osterhout

RE: Skini Mini Warehouse

HAND DELIVERED

# LETTER OF COMPLETION

# Dear Sirs:

This is to certify that the water distribution system and or sewage collection system located in :

SEC. 18, TWP. 45, RGE. 25, LEE COUNTY FLORIDA; known as "Skini Mini Warehouse," was designed by me and have been constructed in conformance with:

- the approved plans
- ☐ the revised plans and:
- the approved specifications
- the revised specifications

Upon completion of the work, we observed the following successful tests of the facilities:

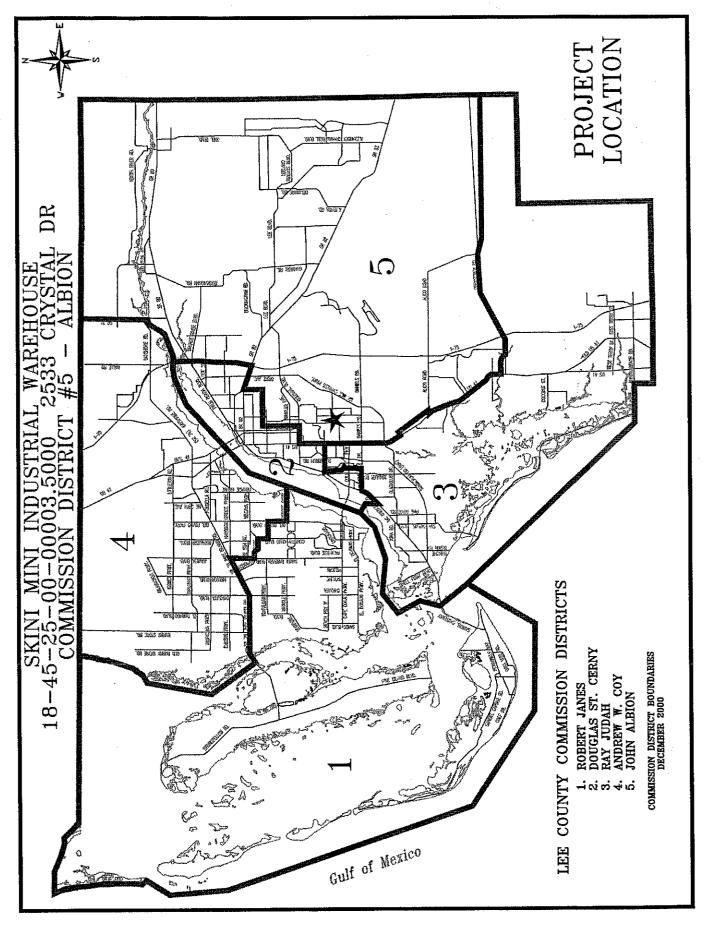
- pressure test of water distribution system
- ☐ infiltration test of gravity sewage collection system
- pressure test of sewage transmission system
- ☐ video inspection of utility lines
- ☐ lift station final inspection
- ☐ lift station start up

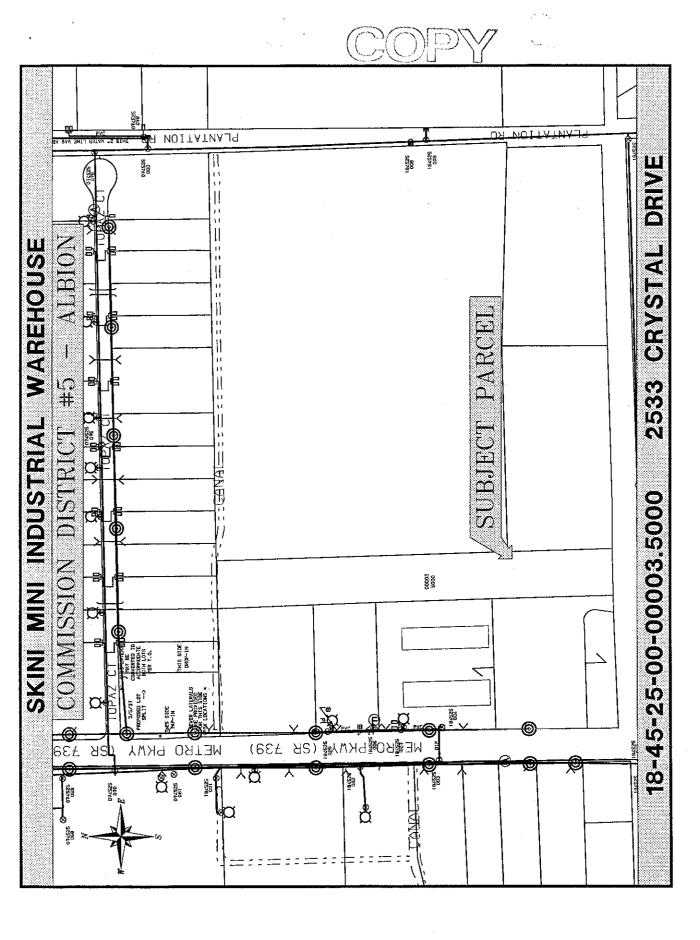
Sincerely,

EAST BAY GROUP, LLC

James D. Ottensmann, P.E.

(śeal)







# WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or
sewer systems of (Name of Development): SKINI MINI WAREHOUSE
2533 CRYSTAL DRIVE FORT MYERS, FL STRAP# 18-45S-25E
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.
CHRISTO, INCORPORATED  (NAME OF OWNER OR CONTRACTOR)  BY:  (SIGNATURE & TITLE)  ROEBRT A. KEILING - PRESIDE
STATE OF FLORIDA )  SS:  COUNTY OF)
The foregoing instrument was signed and acknowledged before me this 17th day of DEC., 20 0 by ROEBRT A. KETLING who has produced PERSONALLY KNOWN TO ME  (Print or Type Name) (Type Of Identification and Number)
as identification, and who (did) (did not) take an oath.  Notary Public Signature  MARK K. NOTTINGHAM  Notary Public, State of Florida  My comm. exp. Jan. 6, 2004  Comm. No. CC900356
CC900356 JAN. 6, 2004  Notary Commission Number (NOTARY SEAL)



# WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, thatROBERT A.	KEILING
as, of	CHRISTO, INCORPORATED
for and in consideration of THIRIY THOUSAND SEVEN HUNDRED TWELVE A	ND 50/ŒNIS (\$ 30,712.50
and other good and valuable considerations, lawful money of the United S	tates of America, to me in hand paid, the receipt whereo
is hereby acknowledged, does hereby waive, release, remiss, and relinqu	ish any and all right to claim any lien or liens for work
performed or material furnished, or any kind or class of lien whatsoever of SKINI MINI WAREHOUSE  2533 CRYSTAL DRIVE  FORT MYERS, FL STRAP# 18-45-25E  (Please provide full name and location of development and	
description of the utility system constructed).	
12" X 10" HOT TAP, 50LF 20" JACK-N-BORE, 140.5LF 10" DIP W/FITTINGS, 2-10" GATE VALVES, 1½" WATER TO SERVE 10" DDCV FOR POTABLE WATER & FIRE PROTECTION TO NEW WAREHOUSES. TIE INTO EX. 4" PLUG VALVE W/ 5 LF 4" PVC & 4" X 2" REDUCER TO PROVIDE SEWER SERVICE TO NEW WAREHOUSE.	CHRISTO, INCORPORATED  4461-B HANCOCK BRIDGE PKWY.  N. FORT MYERS, FL 33903  (941)997-2823
	NAME & ADDRESS OF FIRM OR CORPORATION
BY:_	The a forting
STATE OF <u>FLORIDA</u> ) ) SS:	AUTHORIZED REPRESENTATIVE ROBERT A. KEILING PRESIDENT
COUNTY OF LEE )	
as identification, and who (did) (did not) take an oath.  Notary Public Signature	e this
MARK K. NOTTINGHAM Notary Public, State of Florida	
Printed Name of Notary Public  CC900356 JAN. 6, 2004  CC900356 CC900356	
Notary Commission Number (NOTARY SEAL)	•



# CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	SKINI MINI WAREHOUSE						
LOCATION:	2533 CRYSTAL DRIVE FORT MYERS, FL						
4	STRAP# 18-45S-25E						
NAME AND ADDRESS	(Including STRAP) A & W DEVELOPMENT, INC						
	11850 PLANTATION ROAD U-A FORT MYERS, FL 33912						
TYPE UTILITY SYSTE	(as shown on Deed) WATER						
TIPE OTILITY STORE	(list water, sewer and effluent reuse separately)						

# DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COŚT	TOTAL
	4 0 11	140.5	T.F	25.00	3512.50
DIP CL50	10" 20"	50	LF	200.00	10,000.00
STEEL CASING	12" X 1		EA	1.750.00	1.750.00
TAPPING SLEEVE	10"	1	EA	1,750,00	1,750.00
TAPPING VALVE 224° BENDS	10"	2	EA	500.00	1,000.00
	10"	4	FA	150.00	600.00
BELL RESTRAINTS	20" X 1	0" 8	FA	<u>250.00</u>	2,000.00
CASING SPACERS	10"	4	FA	600.00	2,400.00 950.00
45° BENDS MJ CROSS	10" X10		<u>EA</u>	950.00	2.200.00
GATE VALVE	10"	2	EA	1,100,00	500.00
90° BEND	10"	11	FA	500.00 200.00	200.00
MJ PLUG	10"	1	FA EA	300.00	300.00
FLANGE X PE SPOOL	10" X 6		EA	150.00	150.00
FLANGE X PE SPOOL	10" X 2	1	EA	600.00	600.00
FLANGE 90° BNED	10"		EA EA	1,250.00	1,250.00
O.S. & Y. VALVE	10" 10" <u>X</u> 2	)II 1	EA	500.00	500.00
BLOW-OFF ASSY.		1	EA	550.00	550.00
WATER SERVICE	1½"				
				•	30,212,50

# TOTAL AMOUNT

(If more space is required, use additional page(s). Number each page and include the name of the project).

# CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	SKINI MINI WAREHOUSE							
LOCATION:	2533 CRYS	STAL DRIVE FORT M	YERS, FL					
1	STRAP# 1	18-45S <u>-</u> 25E						
NAME AND ADDRE	(Including) SS OF OWNER	STRAP) A & W DEV	ELOPMENT, INC					
•	11850 PL	ANTATION ROAD U-	A FORT MYER	S, FL 33912	·			
TYPE UTILITY SYST	(as shown	on Deed) SEWER						
THE OTHER TOTAL	LIVI.	(list water, sewer and	effluent reuse sep	arately)	<del></del>			
· DESC	CRIPTION AND	COST OF MATERIA	L, LABOR, AND S	SERVICES .				
		, e.g., pipe, manholes, l			tc.			
ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL			
-900, DR-18 (GRE	EN) 4"	5	LF	50.00	250.00			
EDUCER	4" X2	11	FA	250.00	250.00			
					500.00			

LCDUMan - July 1, 1996 - Sect 11

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: ROBERT A. KEILING PRESIDENT
	(Name & Title of Cerfiying Agent)
	OF: CHRISTO, INCORPORATED  (Firm or Corporation)
	ADDRESS: 2202 S.E. 27th STREET
	ĊAPE CORAL, FL 33904
••	
STATE OF	
COUNTY OF LEE ) SS:	
	and acknowledged before me this day of, who has produced _PERSONALLY KNOWN TO ME
(Print or Type Name) as identification, and who (did) (did not) ta	(Type Of Identification and Number) ke an oath.
Motary Public Signature MARK K. NOTTINGHAM	MARK K. NOTTINGHAM Notary Public, State of Florida My comm. exp. Jan. 6, 2004 Comm. No. CC900356
Printed Name of Notary Public CC900356 JAN. 6, 2004	
Notary Commission Number	(NOTARY SEAL)

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

# PERPETUAL PUBLIC UTILITY EASEMENT GRANT

	THIS IN	DEN	TURE i	s made ar	nd entered	l into this _	day of		, 200⊋ by
and	between	A	\$ W	Develo	pmert	t, Inc.	,	Owner,	, 200/2 by hereinafter
refer	red to as G	RAN	NTOR(S	8), and <u>LE</u>	<u>E COUNT</u>	<u>Y</u> , hereinaf	ter referre	ed 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 his 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 2000 Easement Agreement.doc

its agents shall 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 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 indemnify and hold the GRANTEE harmless 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 location 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 or amended 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.
- 9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of roads. The easement is strictly for utility purposes.
- 10. This easement shall be binding upon the parties hereto, their successors and assigns.

2000 Easement Agreement.doc

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written. STATE OF Fla. COUNTY OF Lee The foregoing instrument was signed and acknowledged before me this  $\underline{-9}$  day of TRNUARY, 2002, by ALLEN L HILL

(Print or Type Name)

who has produced Known

(Type of Identification and Number) as identification, and who (did) (did not) take an oath. Notary Public Signature , SHERIDAN S. MCCOWN

SHERIDAN 5 McCowN
Printed Name of Notary Public

Notary Commission Number

(Notary Seal)

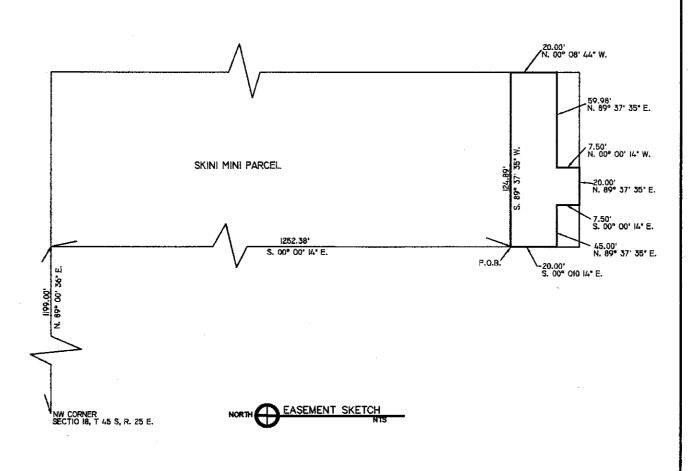
2000 Easement Agreement.doc

SKINI MINI WAREHOUSE BS 20020156-UTL

# \\HPPAV\0 - PROJECT\2001 Projects\010124 SKINI-MINI 2\010124ES.DWG Mon Jan 07 09:30:28 2002

EAST	BAY	GROUP,	LLC

Engineering, Planning, and Development Consulting 11000 Metro Pkwy, Suite 27 • Ft. Myers, FL 33912 Tel: 941-936-5222 • Fax: 941-936-7228 • Cert. #8643



# EASEMENT DESCRIPTION LEE COUNTY UTILITIES SKINI MINI PARCEL

STARTING AT THE NW CORNER OF SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, THENCE N. 89D 00' 36" ALONG THE NORTH LINE OF SAID SECTION 18, 1199.00 FEET; THENCE S. 00D 00' 14" E.,1252,38' TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00D 00' 14" E. 20.00 FEET; THENCE N. 89D 37' 35" E., 45.00 FEET; THENCE S. 00D 00' 14" E. 7.50 FEET; THENCE S. 89D 37' 35" W., 20.00 FEET; THENCE N. 00D 00' 14" W., 7.5 FEET; THENCE N. 89D 37' 35" E. 59.98 FEET; THENCE N. 00D 08' 44". W. 20.00 FEET; THENCE S. 88D 37' 35" W. 124.89 FEET TO THE POINT OF BEGINNING.

TO: LEE COUNTY FINANCE DEPARTMENT	
FROM: UTILITIES ENGINEERING	
(Department)	
SUE GULLEDGE	<del></del>
A. AUTHORIZATION:	
This transmittal authorizes the Office to incur expenses for filing/records against:  SKINI MINI WAREHOUT PURCHASE ORDER # N/A for proceed proceed proceed proceed proceed proceed proceed proceed proceeding. Proceeding pr	
B. SERVICE RECEIVED: RECORDING	, , , , , , , , , , , , , , , , , , ,
O. R. COPIES	
PLAT COPIES	·.
CASE #/INDEX FEE	
DESCRIPTION OF SERVICE	
AMOUNT OF FEE INCURRED \$	
(date)	(DEPUTY CLERK)
THIS FORM GOES TO CASHIER WI	(CUSTOMER) (DEPT.) TH REGULAR RECEIPT ATTACHED
C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT	ONLY)
REC'D	
ENTERED	
CUST. #	
INV. #	
PLEASE REMIT TO: Clerk's Accounting	

FORT MYERS, FLORIDA 33902-2396
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

P.O. BOX 2396

# FLORIDA DEPARTMENT OF REVENUE

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE

DR-219

R. 07/98 RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY (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. 1. Parcel Identification Number 6 0123456789 (If Parcel ID not available please call County Property 5000000035000 Appraiser's Office) Transaction is a split Property was improved 2. Mark (x) all Multi-parcel or cutout from with building(s) at time that apply transaction? another parcel? of sale/transfer? A + W DEVELOPMENT INC. Grantor (Seller): Corporate Name (if applicable) First MI 11850 PLANTATION ROAD, UNIT A, FT. MYERS, FL 33912 Mailing Address City State Zip Code Phone No. LEE CO. BD. OF COUNTY COMMISSIONERS Grantee (Buyer): First Corporate Name (if applicable) P. O. BOX 398, FT. MYERS, FL 33902 941 479-8181 Mailing Address City State Zip Code Phone No. Date of Sale/Transfer Sale/Transfer Price Property County Code 6 4 Located In (County Codes on Reverse) (Round to the nearest dollar.) Month Day Contract/Agreement Other 7. Are any mortgages on the property? If "Yes", Type of Document for Deed outstanding mortgage balance Warranty Quit Claim EASEMENT (Round to the nearest dollar.) Deed Deed DONATION 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? YES Sale of a partial or undivided interest? Related to seller by blood or marriage. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing: Agreement or Conventional Seller Provided Contract for Deed Other Institutional/ 10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Timeshare Government Vacant Acreage 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.) 12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under YES NO l.0|2(6), Florida Statutes? 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 by e/he//has ahy knowledge. 02 Signature of Grantor or Grantee or Agent WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORMAPPROVED BY CTOR MENT 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

Day

Year

Month

**Date Recorded**