

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20021438-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a Utility Easement as a donation for one fire hydrant serving **Renaissance Maintenance Facility**. This is a Developer contributed asset and the project is located along Palomino Lane approximately 1500' north of Daniel Road.

WHY ACTION IS NECESSARY: To provide fire protection to the recently constructed maintenance facility.

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

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

C10H

3. MEETING DATE:

1-14-03

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res. _____

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 12/19/02

7. BACKGROUND:

Fire hydrants 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 service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Palomino Lane. Sanitary sewer service is provided by a privately owned and maintained on-site septic system. Funds are available for recording fees in account # OD5360748700.504930.

SECTION 22 TOWNSHIP 45S RANGE 25 E DISTRICT # 2 COMMISSIONER ST. CERNY

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES	(G) COUNTY MANAGER
N/A	N/A	N/A	T. Osterhout Date: <i>12-19</i>	D. Owen Date: <i>12/27/02</i>	<div style="display: flex; justify-content: space-around;"> <div>OA <i>12/30/02</i></div> <div>OM <i>11/2/03</i></div> <div>Risk <i>12/30/02</i></div> <div>GC <i>12/30/02</i></div> </div>	Lavender Date: <i>12-27-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *12/27/02*
 Time: *1:56 PM*
 Forwarded To: *Budget*
12/30/02 3:05 PM

RECEIVED BY
 COUNTY ADMIN. *PM*
12-27-02
3:40
 COUNTY ADMIN.
 FORWARDED TO:
Va 3:00

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Worthington of Renaissance, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant), serving "RENAISSANCE MAINTENANCE FACILITY"; 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 **\$4,366.00** 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 Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah(C): _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion (V-C): _____ (5)

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

COPY

LETTER OF COMPLETION

Date: 11/01/02

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/or sewage collection system(s) located
in Renaissance Maintenance Facility
(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

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

Very truly yours,

Community Engineering Services, Inc.
(Owner or Name of Corporation)

Henry J. Hardman
(Signature)

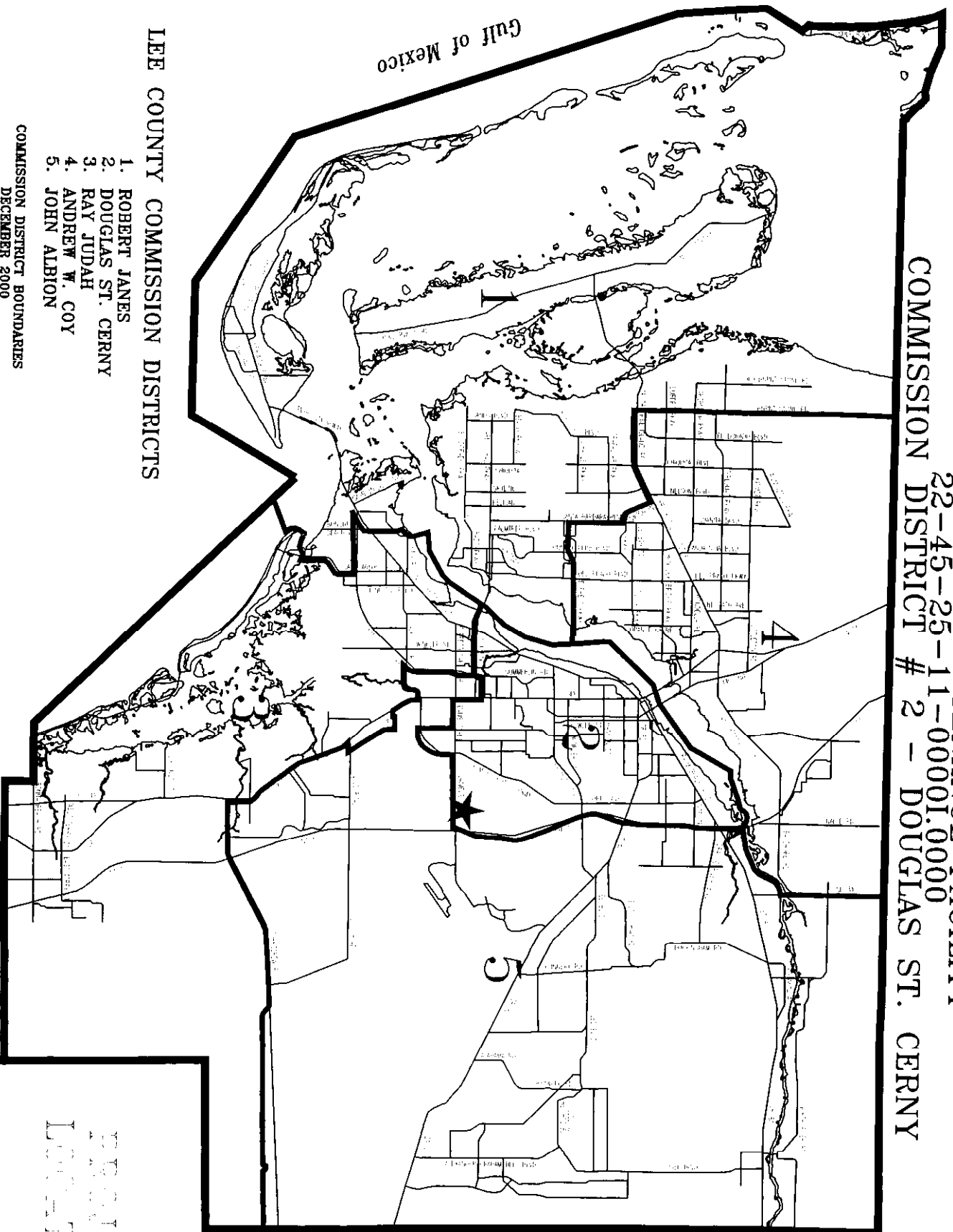
FL P.E. #56099
(Title)

Henry J. Hardman
11/01/02

SEAL OF ENGINEERING FIRM



RENAISSANCE MAINTENANCE FACILITY
22-45-25-11-00001.0000
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PREPARED BY
L. J. ...

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): RENAISSANCE MAINTENANCE FACILITY Strap # 22-45-25-11-00001.0000 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.

Mitchell & Stark Const. Co. Inc.
(NAME OF OWNER OR CONTRACTOR)

BY: [Signature]
David C. Scafidi, Project Manager

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 3rd day of December, 2002 by David C. Scafidi, Project Manager who has produced Florida Drivers License No. S130-160-61-411-0 as identification, and who did not take an oath.

(NOTARY SEAL)



Morris Sons
My Commission DD059332
Expires January 7 2006

[Signature]
Notary Public Signature

Morris Sons
Printed Name of Notary Public

00059332
Notary Commission Number

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

The undersigned lienor, in consideration of the final payment in the amount of Four Thousand Three Hundred Sixty Six Dollars and No Cents (\$4,366.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Worthington of Renaissance, LLC on the job of Renaissance Maintenance Facility to the following described property:

Renaissance Maintenance Facility water distribution system
(Name of Development/Project) (Facilities Constructed)

Palomino Lane, Fort Myers 22-45-25-11-00001.0000
(Location) (Strap # or Section, Township & Range)
(Please provide full name and location of development and a description of the utility system constructed).

Dated on: December 10, 2002

By: [Signature] Mitchell & Stark
(Signature of Authorized Representative) (Name of Firm or Corporation)

By: David C. Scafi 6001 Shirley Street
(Print Name of Authorized Representative) (Address of Firm or Corporation)

Phone #: (914)597-2165 Ext.27 6001 Shirley Street Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Fax#: (941)566-7865

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 10 th day of DEC, 2002 by David C. Scafi who has produced the following as identification - FL DL # S130-160-61-411-0 , and who did not take an oath.



Morris Sons
My Commission DD059332
Expires January 7 2006

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Morris Sons
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: RENAISSANCE MAINTENACE FACILITY

LOCATION: Palomino Lane

STRAP # (22-45-25-11-0000I.0000)

(Including STRAP)

NAME AND ADDRESS OF OWNER: Worthington of Renaissance LLC

14291 Metro Pkwy. Fort Myers, FL. 33912

(as shown on Deed)

TYPE UTILITY SYSTEM: WATER

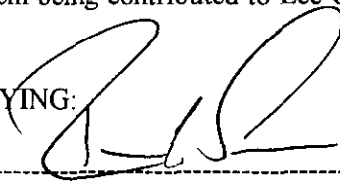
(list water, sewer and effluent reuse separately)

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	COST	TOTAL
DR-18,C-900 W.M.	8-inch	30	LF	22.50	675.00
DIP, CI 50 W.M.	8-inch	30	LF	22.50	675.00
Fire Hydrant Assembly	6-inch	1	EA	2,016.00	2016.00
Service	1 1/2-inch	1	EA	1000.00	1000.00
TOTAL AMOUNT				\$	4,366.00

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: 

(David C. Scafidi, Project Manager)

OF: MITCHELL & STARK CONST. CO. INC.

(Firm or Corporation)

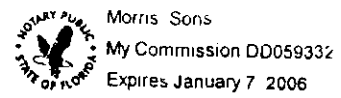
ADDRESS: 6001 Shirley Street
Naples, Florida, 34109

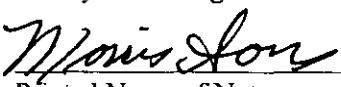
STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 3rd day of December, 2002 ,
by David C. Scafidi, Project Manager

who has produced FL DL# S130-160-61-411-0 as identification, and who did not take an oath.

(NOTARY SEAL)



Notary Public Signature


Printed Name of Notary
Morris Sons

Notary Commission Number
DD059332

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of _____, 20____ by and between Wortham et Permissum LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures shall not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.



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.

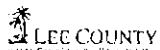
6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

X <u>[Signature]</u> (Signature of 1 st Witness)	X <u>[Signature]</u> (Grantor's/Owner's Signature)
<u>Robert E. Corbett</u> (Name of 1 st Witness)	<u>Scott Connell</u> (Grantor's/Owner's Name)

X <u>[Signature]</u> (Signature of 2 nd Witness)	<u>V.P. Worthington of Renaissance LLC</u> Title
<u>JUDY MOURQUE</u> (Name of 2 nd Witness)	

STATE OF FL)
) SS:
 COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 3 day of December 2002 by Scott Connell who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[Signature]
 Notary Public Signature
Andrea Skiera
 Printed Name of Notary Public



Andrea Skiera
 MY COMMISSION # DD075740 EXPIRES
 December 2, 2005
 BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal & Commission Number)

**DESCRIPTION
OF A PARCEL OF LAND
LYING IN
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST
(RENAISSANCE MAINTENANCE AREA 20' UTILITY EASEMENT)**

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING PART OF TRACT "I", RENAISSANCE, AS RECORDED IN PLAT BOOK 72 AT PAGES 18-30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "I"; THENCE N.01°02'35"W. ALONG THE WEST LINE OF SAID TRACT "I" FOR 322.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.01°02'35"W. FOR 20.00 FEET; THENCE N.88°57'25"E. FOR 61.24 FEET; THENCE S.01°02'35"E. FOR 20.00 FEET; THENCE S.88°57'25"W. FOR 61.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED ON THE WEST LINE OF TRACT "I", RENAISSANCE AS BEING N.01°02'35"W.

(SEE ATTACHED BOUNDARY SKETCH)

Certification for Description

Surveyor and Mapper in Responsible Charge:

Denis J. O'Connell, Jr., LS #5430

Community Engineering Services, Inc. LB #6572

Key West Professional Center

1342 Colonial Boulevard, Suite C-24

Fort Myers, FL 33907

Signed: _____

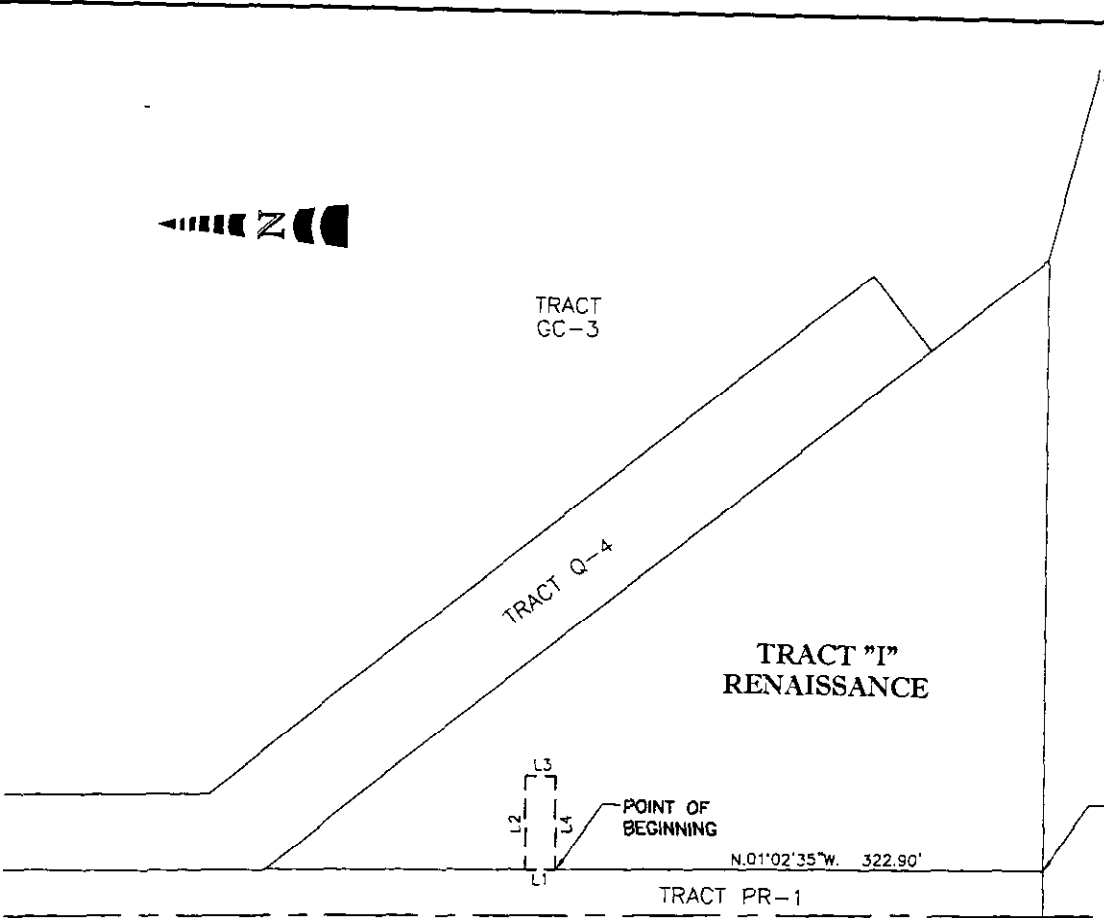
Date: _____

[Handwritten Signature]
10/28/02



SKETCH OF DESCRIPTION

OF A PARCEL LYING IN
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LINE TABLE

Line	Bearing	Distance
L1	N.01°02'35"W.	20.00'
L2	N.88°57'25"E.	61.24'
L3	S.01°02'35"E.	20.00'
L4	S.88°57'25"W.	61.24'

20' UTILITY EASEMENT RENAISSANCE MAINTENANCE AREA

TITLE: **SKETCH OF DESCRIPTION**

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING - SURVEYING - PROJECT MANAGEMENT

CES

EB-0006613 LB 6572
KEY WEST PROFESSIONAL CENTER
1342 COLONIAL BOULEVARD, SUITE C-24
FORT MYERS, FLORIDA 33907
TELEPHONE (941) 936-9777 Fax (941) 936-0064

FILE NAME: RENLCUEASE4.DWG	FIELD BOOK/PAGE:	PROJECT NO.: 1355	SHEET: 2 OF 2
SURVEY DATE: 10-28-2002	DRAWN BY: DJO	SCALE: 1" = 100'	CHECKED BY: DJO
DATE SIGNED: 10/29/02		FILE NO. (S-1-4): 22-45-25	

*** THIS IS NOT A SURVEY ***

BY: *DJO* 10/29/02
DENNIS J. D'AMICO, JR., PROFESSIONAL SURVEYOR AND MAPPER LEE 3430 DATE SIGNED

REVISIONS