

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20050080-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one utility easement as a donation for one 6" diameter fire line serving the *Retina Consultants Medical Office*. This is a Developer contributed asset and the project is located along the west side of Ben C. Pratt/Six Mile Cypress Parkway approximately 2,000' south of Daniel Parkway.

WHY ACTION IS NECESSARY: To provide fire protection to the recently constructed medical office building.

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 2

C10 R

3. MEETING DATE: *02-22-2005*

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director
- DATE: 2/3/05

Fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided. The installation has been inspected for conformance to the Lee County Utilities Operations manual. Satisfactory pressure and bacteriological testing has been completed. Record drawings have been received. Engineer's Certification of Completion has been provided---copy attached. Project Location Map---copy attached. Warranty has been provided---copy attached. Waiver of Lien has been provided---copy attached. Certification of Contributed Assets has been provided---copy attached. Potable water and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Olympic Court.

Funds for recording fees are available in Account Number OD5360748700.504930

SECTION 19 TOWNSHIP 45S RANGE 25E 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 |
|---|-------------------------------|---------------------------|---|--|------------------------------|----------------------------|----------------------------|----------------------------|---|
| | | | | | OA | OM | Risk | GC | |
| <i>J. Lavender</i> Date: <i>2-7-05</i> | N/A Date: | N/A Date: | <i>P.O.</i> T. Osterhout Date: <i>2/3</i> | <i>S. Coovert</i> S. Coovert Date: <i>2/8/05</i> | <i>D.M.</i> <i>2/8/05</i> | <i>K.</i> <i>2/9/05</i> | <i>or</i> <i>2/9/05</i> | <i>M.</i> <i>2/9/05</i> | <i>J. Lavender</i> Date: <i>2-7-05</i> |

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty

Date: *2/8/05*

Time: *11:30*

Forwarded To:

RECEIVED BY
COUNTY ADMIN: *JM*

2/8/05

4:20 pm SLJ

COUNTY ADMIN

FORWARDED TO: *JL*

2/10/05

2/10/05

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "W.W.R. Ventures, LLP", owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line) serving "**RETINA CONSULTANTS MEDICAL OFFICE**"; 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 **\$4,798.75** 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 Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Hall: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ 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

LETTER OF COMPLETION

DATE: 1/14/2005

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

Gentlemen:

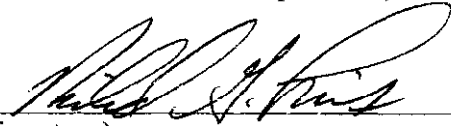
This is to certify that the **fire line up to and including 1st OS and Y valve** located in
Retina Consultants Medical Office - Phase 1
(Name of Development)

was designed by me and has been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

Anchor Engineering Consultants, Inc.
(Owner or Name of Corporation)

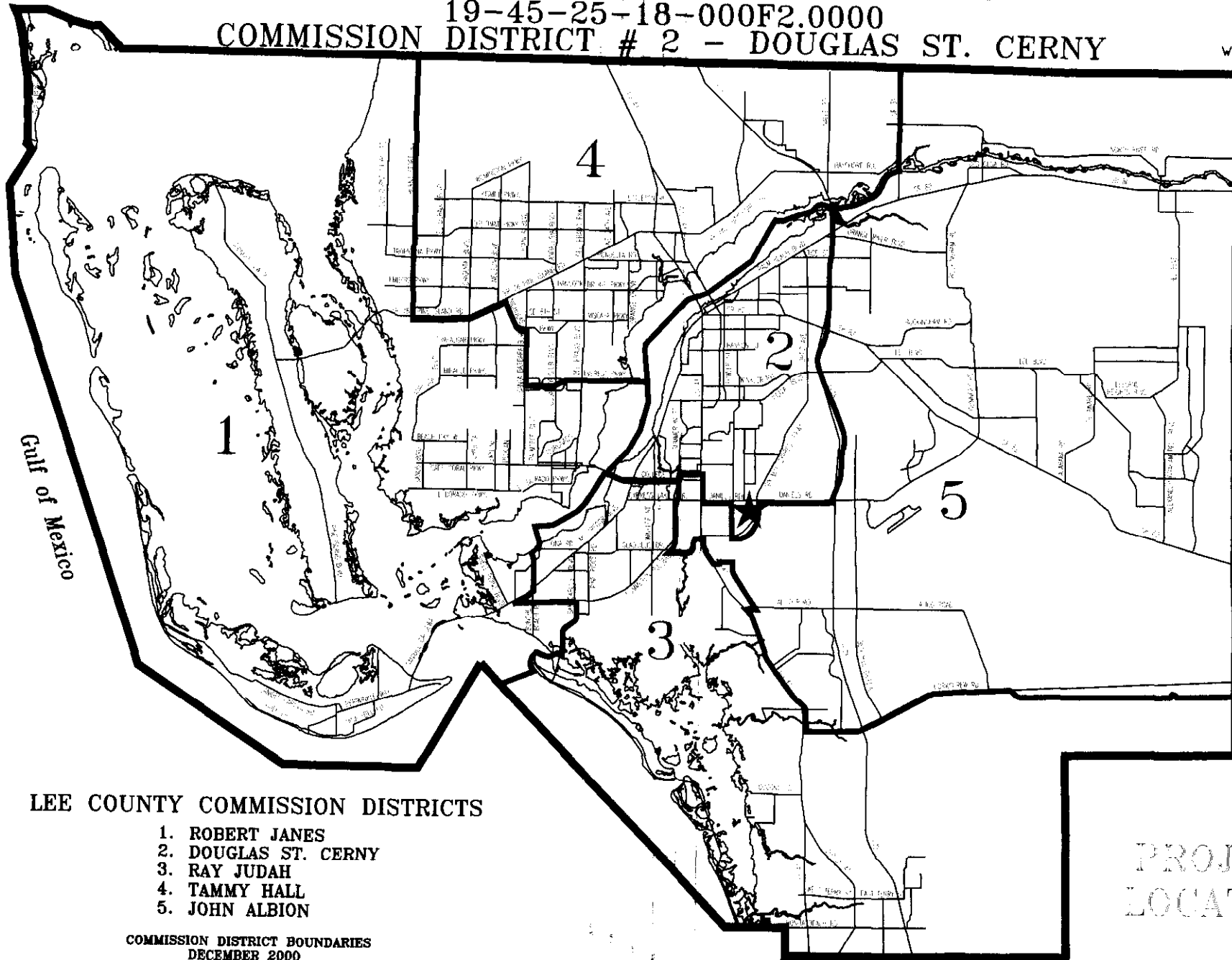
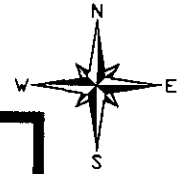


(Signature)

Principal Engineer
(Title)

(Seal of Engineering Firm)

RETINA CONSULTANT'S MEDICAL OFFICE
19-45-25-18-000F2.0000
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY



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

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water ___ of Retina Consultants 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.

B.J. Enterprises, Inc.
(Name of Owner/Contractor)

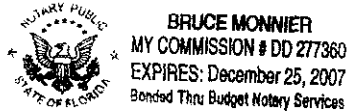
BY: *Michael Sappah*
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 20th day of DEC, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



(Notary Seal & Commission Number)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Retina Consultants

STRAP NUMBER: _____

LOCATION: 6901 International Center Drive Fort Myers, FL

OWNER'S NAME: WWR Ventures

OWNER'S ADDRESS: 2668 Winkler Ave

OWNER'S ADDRESS: Fort Myers, FL 33901-

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> |
|--|-------------|-----------------|-------------|------------------|-------------------|
| ANGLE WATER SERVICE/COMPLETE Water Main | 2" | 1.0 | EA | \$875.00 | \$875.00 |
| TAPPING SLEEVE W/VALVE Water Main | 12"x6" | 1.0 | EA | \$2,650.00 | \$2,650.00 |
| VC C-900 DR-18 Water Main | 6" | 5.0 | LF | \$14.75 | \$73.75 |
| PIPE LINE UP TO AND INCL 1ST OS + Y VALVE Water Main | 6" | 1.0 | EA | \$1,200.00 | \$1,200.00 |
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| TOTAL | | | | | \$4,798.75 |

(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 Michael Sappah
(Signature of Certifying Agent)

Michael Sappah President
(Name & Title of Certifying Agent)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 20th day of December, 2004 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

Notary Commission Number

(NOTARY SEAL)

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

Strap Number:

19-45-25-18-000F 2.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between W.W.R.Ventures LLP, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division 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.

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.

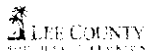
4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

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.

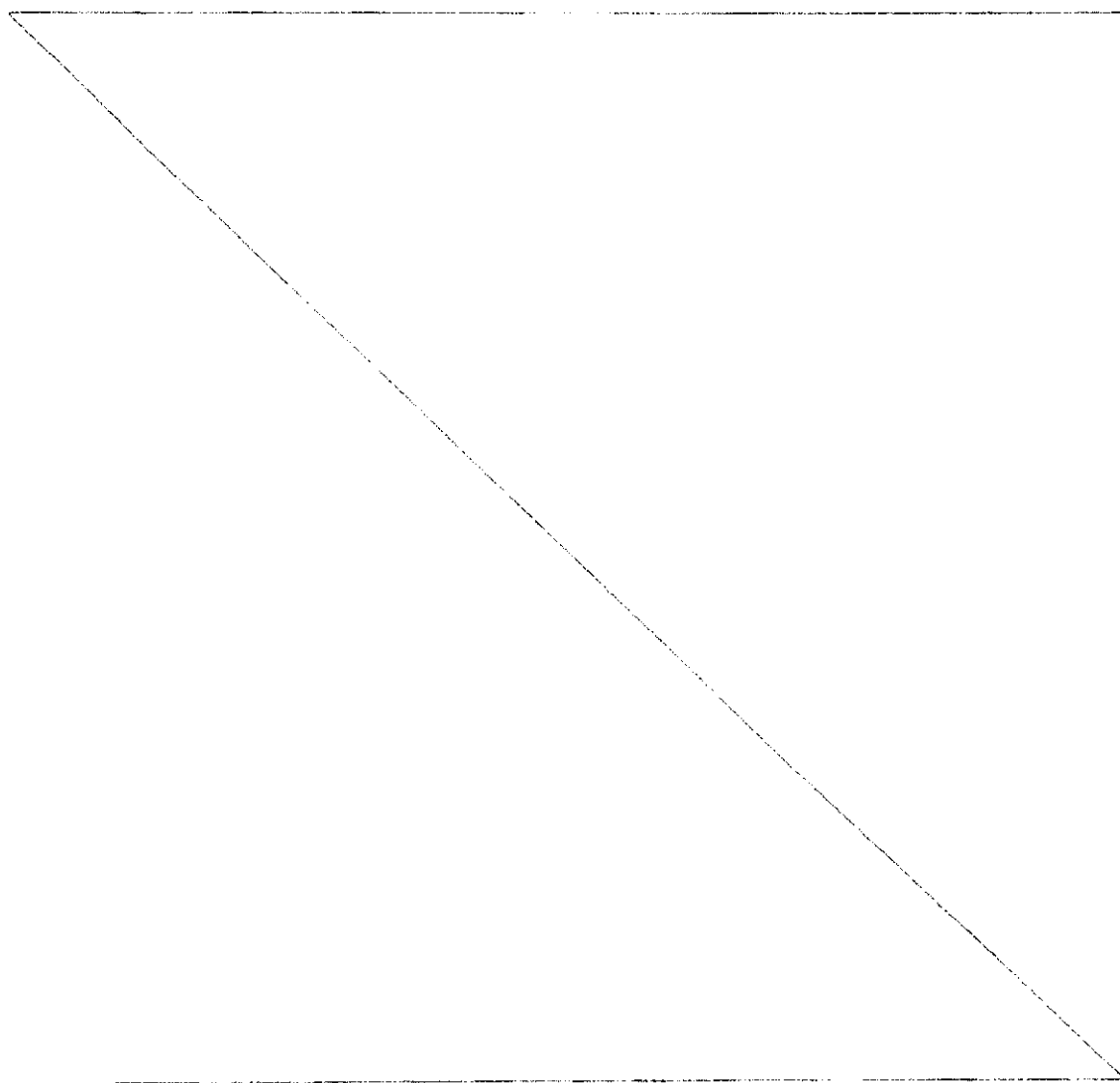
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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.

Jamieson R. Holmes
[1st Witness' Signature]

Jamieson R. Holmes
[Type or Print Name]

W. C. Primes
[2nd Witness' Signature]

W. C. PRIMES JR
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

Joseph P. Walker
[Type or Print Name]

OWNER
[Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this 21 day of Dec. 2004 by Joseph P. Walker who produced the following as identification _____ or is personally know to me and who did/did not take an oath.

[stamp or seal]



Jamieson R. Holmes
Commission #DD186733
Expires: Feb 23, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Jamieson R. Holmes
[Signature of Notary]

Jamieson R. Holmes
[Typed or Printed Name]

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney