Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 20060378-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 8" diameter fire line, one (1) fire hydrant and one (1) 5/8" diameter water service serving Fort Myers Self Storage to provide potable water service and fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the east side of US 41 north approximately 700' north of Pondella

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:

4. De	epartmental Category	: 10	CIDE		5. Meeting Date:	05-09-2006	
6. Ag	genda:	7. Rec	quirement/Purpo	se (specify)	8. Request Initiated:		
X	Consent		Statute		Commissioner		
	Administrative		Ordinance		Department	Public Works	
	Appeals		Admin. Code		Division (7	Utilities	
	Public	X	Other	Approval	By:	4 20 06	
	Walk-On				8. Ivan Velez,	P. E., Acting Director	

Potable water services, fire hydrants and 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.

Sanitary sewer service is provided by an existing privately owned and maintained on-site septic system.

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

SECTION 02 **TOWNSHIP 44S** RANGE 24E DISTRICT #4 COMMISSIONER HALL

10. Review for Scheduling

	or Contracts	Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
Lavender Wate: 4-21-06	N/A	N/A	T. Osterhout	S. Coovert Date:	Analyst P.M. pb	Risk SY HASTAD	Grants PG 4504	Mgr.	Munch J.Lavender Date: 4.21.04
11. Commission Action: ApprovedDeferredDeniedOther				1/2	ADMIN: (1)	- - -	Rec. by C Date: 4/2. Time: 1:00 Forwarded	CoAtty ((u)_) To:	

RESOLUTION NO.

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

WHEREAS, it is the desire of "NCNFM, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one 8" diameter fire line; one fire hydrant; and, one 5/8" diameter water service), serving "FORT MYERS SELF STORAGE"; 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 \$19,386.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

moved for	FOREGOING RESOLUTION was of or its adoption. The motic and, upon being p	on was seconded by Commissi	oner
	Commissioner Bob Janes:		(1)
	Commissioner Douglas St. C	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 COMMISSIO OF LEE COUNTY, FLORIDA	NERS
By:	DEPUTY CLERK	By:TAMMARA HALL, CHAIRWO	DMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060378-UTL

LETTER OF COMPLETION

DATE: 2/28/2006

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 located in Fort Myers Self Storage Facility

(Name of Development/Project)

designed by me and has been constructed in conformance with:

the revised plans, attached 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,

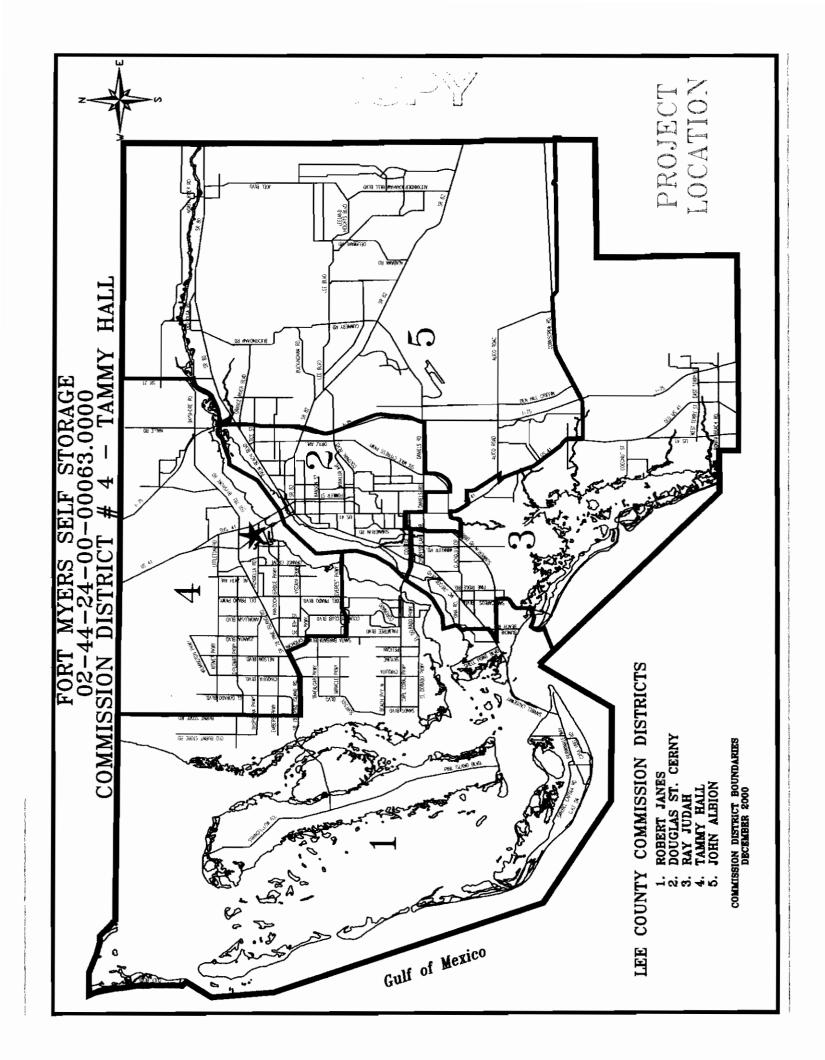
Ahmad Kareh, P.E./Bean, Whitaker, Lutz & Kareh, Inc. (Owner or Name of Corporation/Firm)

(Signature)

Vice-President

(Title)

(Seal of Engineering Firm)





WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the <u>water system</u> of <u>Fort Myers Self Storage</u> 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.	Enter	prise	s, Inc.	
				_

(Contractor/Company Name)

Michael Sappah, President

(Authorized Representative, Title)

BY: Merful Jegy (Signature)

STATE OF __FL____

) SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this <u>17 th</u> day of <u>February</u>, 20 <u>06</u> by <u>Michael Sappah</u> who is personally known to me - _____, and who did not take an oath.

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 Seal & Commission Number)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Nineteen Thousand Three Hundred Eighty Six & 00/100's (\$19,386.00") hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to NCNFM, LLC on the job of Fort Myers Self Storage to the following described property:

Fort Maron Calf Standard	Water Distribution System
Fort Myers Self Storage (Name of Development/Project)	(Facilities Constructed)
14150 N Cleveland Ave (Location)	02-44-24-00-00063.0000 (Strap # or Section, Township & Range)
Dated on: February 17, 2006	
By: Misheel Lyce	B.J. Enterprises, Inc.
(Signature of Authorized Representative)	
By: Michael Sappah	8102 Grady Dr
(Print Name of Authorized Representative	e) (Address of Firm or Corporation)
Title: President	N Fort Myers, FL 33917-
	(City, State & Zip Of Firm Or Corporation)
Phone #: (239)731-2333 Ext.	Fax#: (239)731-5205
STATE OFFL) SS: COUNTY OF Lee)	
	nowledged before me this <u>17 th</u> day of February, 20 <u>06</u> by me, and who did not take an oath.
BRUCE MONNIER MY COMMISSION # DD 277360 EXPIRES: December 25, 2007 Banded Thru Budget Notary Services	(Notary Public Signature)
01. 0.100 11.51	Bruce Monnier
Notani Seal & Commission Number	(Printed Name of Notors Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:

Fort Myers Self Storage

STRAP NUMBER:

02-44-24-00-00063.0000

LOCATION:

14150 N Cleveland Ave

OWNER'S NAME: (as shown on Deed) NCNFM, LLC

OWNER'S ADDRESS:

1 E Broward Blvd, Ste 700

OWNER'S ADDRESS:

Fort Lauderdale,FL 33301-

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>	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18 WATER MAIN	12"	198.0	LF	\$32.00	\$6,336.00
ASSORTED FITTINGS	12"	2.0	EA	\$600,00	\$1,200.00
GATE VALVE	12"	1.0	EA	\$2,300.00	\$2,300.00
BLOW-OFF ASSEMBLY	12" x 2"	1.0	EA	\$350.00	\$350.00
FIRE HYDRANT ASSEMBLY		1.0	EA	\$3,200.00	\$3,200.00
GATE VALVE	8"	1.0	EA	\$1,650.00	\$1,650.00
SINGLE WATER SERVICE/COMPLETE	["	1.0	EA	\$850.00	\$850.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	EA	\$3,500.00	\$3,500.00
				-	
					_ -
		-			
					<u> </u>
-					
					<u></u>
			_		
TOTAL					\$19,386.00

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



Contractor's Certification of Contributory Assets - Form (June2004)

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:
	(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 OFFL)) SS: COUNTY OF _Lee)	
	d acknowledged before me this 17th day of February, 2006 by known to me, and who did not take an oath.
	•
Notary Public Signature	
Para Manalas	BRUCE MONNIER MY COMMISSION # DD 277360
Bruce Monnier Printed Name of Notary Public	EXPIRES: Decamber 25, 2007 Bonded Thru Budget Notary Services
Notes Commission Number	OIOTADY SEAL)
Notary Commission Number	(NOTARY SEAL)



FDOR10240300

RETURN FOR TRANSFERS OF INTEREST IN	
(PLEASE READ INSTRUCTIONS BEFORE COUNTY OF THE PROPERTY OF T	OMPLETING)
1. Parcel Identification Number 0 1 2 3 4 5 6 7 8 9	f typing, enter numbers as shown below.
(If Parcel ID not available	
please call County Property Appraiser's Office) → 024424000	00630000
Transaction is a split Multi-parcel or cutout from	Property was improved
that apply transaction? → under parcel? or cutout from another parcel?	with building(s) at time of sale/transfer? →
3. Grantor (Seller): BS 20060378 EASEMENT:	NCNFM, LLC
Last First MI 1 E BROWARD BLVD-#700 FT. LAUDERDALE	Corporate Name (if applicable) FL 33301 ()
Mailing Address City	State Zip Code Phone No.
4. Grantee (Buyer):	LEE CO. BD. OF CO. COMMISSIONERS
P. O. BOX 398 FT. MYERS	Corporate Name (if applicable) FL 33902 (2394798181
Mailing Address City	State Zip Code Phone No.
5. Date of Sale/Transfer Price Sale/Transfer Price	Property I
Month Day Year (Round to the nearest dollar.)	Lee Lee
	the property? If "Yes",
for Deed outstanding mortgage	7-0
Warranty Deed Quit Claim Quit Claim (Round to the nearest dollar.)	\$ 00
To the best of your knowledge, were there unusual circumstances or conditions to the s.	ale/transfer
such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Sale of a partial or undivided interest? Related to seller by blood or marriage.	Corrective Deed? Mineral rights? YES / KNO
9. Was the sale/transfer financed? YES / X NO If "Yes", please indicate type or	types of financing:
Conventional Seller Provided Agreement or Contract for Deed	Other
Institutional/	- American Transfer
10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Mark (x) all	s Government Vacant Acreage Timeshare
that apply	Cents
11. To the best of your knowledge, was personal property YES / NO	
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 s. 201.	02(6), Florida Statutes? YES / NO
Under penalties of perjury, I declare that I have react the foregoing return and that the than the taxpayer, his/her declaration is based on all information of which he/her has	
Signature of Grantor or Grantee or Agent	Date 4 20 06
WARNING FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED THE DEPARTMENT OF OTHER PENALTY IMPOSED BY THE REVENJE LAW OF FLORIDA	OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser	
O. R. Book	
and	
Page Number and	
File Number	
Date Recorded Month Day Year	
This copy to Property Appr	raiser

Date Recorded

Day

Year

Month

1. Parcel Identification Number

FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY



FDOR10240300 DR-219

R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING) Enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

If typing, enter numbers as shown below 0123456789

ow.	

	(If Parcel ID not please call Courage Appraiser's Offi	inty Prop			02	442400	000630	000		
2.	Mark (x) all that apply	trans	i-parcel saction? → 3S 200603	78 FACE	Transaction or cutout fro another pare	m		Property was with building of sale/trans NCNFM,	(s) at time fer? →	
3.	Grantor (Seller)): Last	D BLVD-#7	First		MI ERDALE	FL Co	rporate Name (if an		
4.	Grantee (Buyer	s. :	iiling Address IVAN VELEZ		City NG UTIL D			. BD. OF C		SSIONERS
	P.	Cast O.	BOX 398	First	FT. MY	MI ZERS	FL Co	rporate Name (if ap	2394798	8181
5.	Date of Sale/Tr		ailing Address		City Sale/Transfer	Price	State	Zip Code F	Phone No.	
٠.	5	9	2006	\$			0	0 Property Located In	46 Cour	nty Code
	Month	Day	Year	(Ro	ound to the near	est dollar.)	. •	Located III		
6.	Type of Docum	ent	Contract/Agreer for Deed	nent 🗶 Othe	7. Are a	ny mortgages o anding mortgag		y? If "Yes",	YES	× NO
	Warranty Deed		Quit Claim Deed			e nearest dollar.	Œ			. 0 0
8.	such as: Forced	sate by	owledge, were the court order? Fore vided interest? Rel	eclosure pendin	g? Distress Sal	e? Title defects		Deed? Mineral right	ts? YES	× NO
9.	Was the sale/tra	ansfer fil	nanced? YES	× NO		e indicate type o	or types of fina	ancing:		
	Conventio	nal	Seller Pro	vided	Agreemer Contract f		Other			
10.	Property Type: Mark (x) all that apply	Resi	dential Commen	cial Industrial	Agricultural	Institutiona Miscellaneo		ment Vacant	Acreage	Timeshare
11.			owledge, was pers		YES	× NO	\$. O O
12.		table to	the personal prope		ne nearest dolla	r.)	\$	0.70		
			er 12, is deed exer	not from Docum	nentary Stamp	Tax under s. 20	1.02(6). Florid	a Statutes?	YES	NO
	Under pen	alties of	perjury, I declare t	hat I have read	the foregoing re	eturn and that th	e facts stated	d in it are true. If pr		
ı			his/her declaration or or Grantee or Ad	1	Intermation of V	vnich ne/ner na -	s any knowle)ate 4 20	06
•	WARNING F	AILURE TO	O FILE THIS RETURN OF	R ALTERNATIVE FO	RM APPROVED BY	THE DEPARTMENT	FOF REVENJE S	HALL RESULT IN A PEN	IALTY OF \$25.00 IN	ADDITION TO ANY
	To be co	mplete	ed by the Clerk	of the Circui	t Court's Off	 ice		Clerk	s Date Starr	 າp
		This c	opy to Depart	ment of Rev	enue					
Pa	O. R. Book and age Number and									
F	ile Number									

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. 20060378-UTL

PROJECT NAME: FT. MYERS SELF STORAGE

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

Strap Numbers:

02-44-24-00-00063.0000

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 **"NCNFM, LLC"**, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

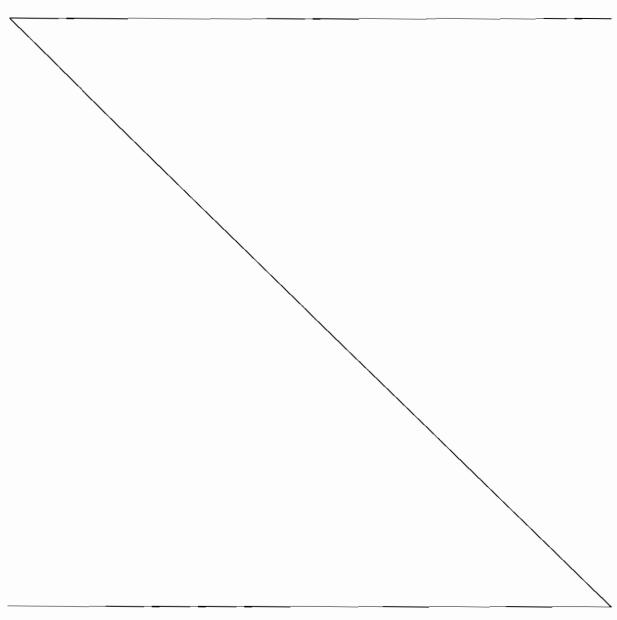
- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated 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 20060378-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. BY: [1st Witness' Signature] [Signature Grantor's/Owner's] Charles Highley / NONFM, LLC Ahmad R. Kareh [Type or Print Name] [Type or Print Name] Managing INDONING Member [2nd Witness' Signature] [Title] Kelly A. O'Nan [Type or Print Name] STATE OF FLORIDA COUNTY OF <u>LEE</u> The foregoing instrument was signed and acknowledged before me this 13th day of April 2006, by Charles Highley who produced the following as identification or is personally know to me, Driver's License and who WWdid not take an oath. [stamp or seal] [Signature of Notary] BONNIE LOUISE SMITH MY COMMISSION # DD 356716 **EXECUTATION SOURCE** Bonnie Louise Smith EXPIRES: September 20, 2008 londed Thru Notary Public Underwriters [Typed or Printed Name]

Approved and accepted fo	and on behalf of Lee County, Florida, this
day of	_, 2006.
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
BY:	BY:
Deputy Clerk	Tammara Hall, Chairwoman
	APPROVED AS TO FORM
	BY:
	Office of the County Attorney Scott S. Coovert, Esquire



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard Fort Myers, Florida 33919-5910 email – fmoffice@bwlk.net (Ph) 239-481-1331 (Fax) 239-481-1073

A Parcel of Land
Lying in
Section 2, Township 44 South, Range 24 East
Lee County, Florida
(Proposed Waterline easement)

A tract or parcel of land situated in the State of Florida, County of Lee, Section 2, Township 44 South, Range 24 East, Florida, being more particularly described as follows:

Commencing at the intersection of the west line of the southwest one quarter (SW1/4) of Section 2, Township 44 South, Range 24 East with the easterly right-of-way line of Tamiami Trail US-41 (State Road No. 45, 200 feet wide); thence S39°28'03"E along said right-of-way line for 90.00 feet to the <u>Point of Beginning</u>; thence continue S39°28'03"E for 40.00 feet; thence N50°31'57"E departing said right-of-way line for 10.00 feet; thence N39°28'03"W for 40.00 feet; thence S50°31'57"W for 10.00 feet to the <u>Point of beginning</u>.

Parcel contains 400 square feet more or less.

Parcel is subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

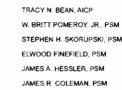
Bearings are based on the easterly right-of-way line of Tamiami Trail US-41 Stare Road No. 45 (200 feet wide) as being S39°28'03"E

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

37759 WATER EASE

4/12/2006

Scott C. Whitaker, P.S.M. 4324



RUDOLF A. NORMAN, PE

ASSOCIATES:

