Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 20060850-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 and one (1) fire hydrant serving *Children's Properties* to provide potable water service and fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the northwest corner of Bass Road and HealthPark Circle.

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:

S \ENGR\W P\BLL\E SHEETS-ENG\CHILDRENS PROPERTIES - FL FH WS - TC - MMM - 20060850 DOC\(^12\)

Approval.

Approvai.		Арріочаі.							
4. Departmental Category: 10 – Utilities CIOM				5. Mee	5. Meeting Date: 08.01-2006				
6. Agenda:			7. Requirement/Purpose (specify)			8. Req	8. Request Initiated:		
_									
	nsent		Statute			_	Commissioner		
	ministrative		Ordinance			_ <u>-</u>	· • — —		ublic Works
	peals		Admin. Code			_	Division /		<u>Utilities</u>
	blic		X Other		Approval	By:	1/Tr		elador
Wa	lk-On					Directo	or: S. Iva	ın Velez,	acting Director
9. Background: 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 Lee County Utilities via existing infrastructure located within the HealthPark Circle right-of-way. Funds are available for recording fees in account number OD5360748700.504930. SECTION 33 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH									
10. Review	v for Schedu	ling							
Department Director	Purchasing or Contracts	Humau Resources	Other	County Attorney		Budget:	71.11		County Manager / P.W. Director
J. Lavender Date:	N/A	N/A	T. Osterhout Date:	S. Coovert Date:	Analyst	Risk 711	Grants 14 7 10 06	Mgr. 7/2/1	Lavender Date: 1/5/
11. Co	mmission AcApprovedDeferredDeniedOther		, , , ,			Y ADMIN: C	w	Rec. by CoA Date: Time.	C. C

RESOLUTION NO.

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

WHEREAS, it is the desire of "CHILDREN'R PROPERTIES, LLC.", owner of record, to make a contribution to Lee County Utilities of water facilities (ONE EIGHT INCH DIAMETER FIRE LINE AND ONE FIRE HYDRANT), serving "CHILDRENS' PROPERTIES"; 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 \$9,419.70 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner					
, ,	(1)				
Commissioner Douglas St. Cerny:	(2)				
Commissioner Ray Judah:	(3)				
Commissioner Tammara Hall:	(4)				
Commissioner John Albion:	(5)				
DULY PASSED AND ADOPTED this da	y of,2006.				
	OF COUNTY COMMISSIONERS COUNTY, FLORIDA				
By: By: TA	MMARA HALL, CHAIRWOMAN				

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060850-UTL



LETTER OF COMPLETION

DATE: <u>5/15/2006</u>

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 + Y valve(s) and water distribution system located in

Children's Property

(Name of Development/Project)

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:

Bacteriological Test and Pressure Test(s) - Water Main

Very truly yours,

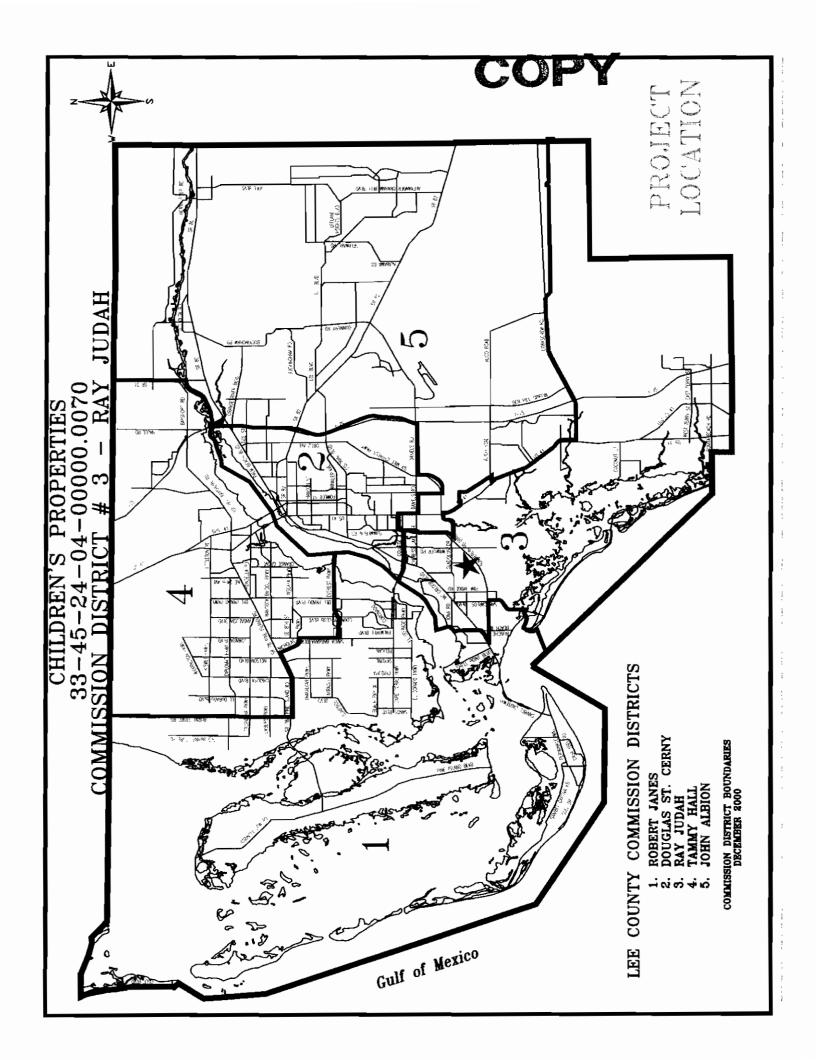
Anchor Engineering Consultants, Inc.. (Owner or Name of Corporation/Firm)

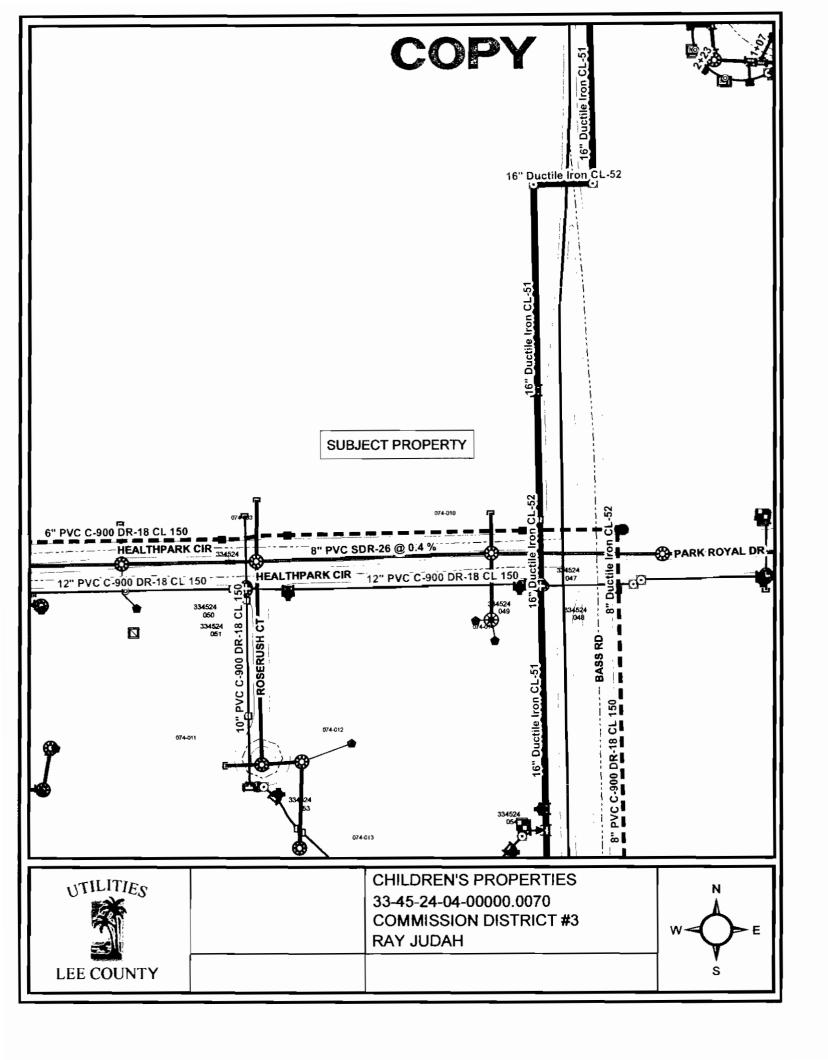
(Signature)

Richard G. Lewis, P.E - Principal Engineer

(Name and 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>Children's Properties</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. Enterprises, Inc.
(Contractor/Company Name)
Michael Sappah, President
(Authorized Representative, Title)
BY: Miles Jego
(Signature)

STATE OF ___,FL____) SS:
COUNTY OF Lee ___)

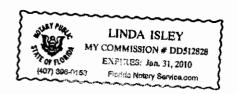
The foregoing instrument was signed and acknowledged before me this <u>27 th</u> day of <u>April, 2006</u> by <u>Michael Sappah</u> who is personally known to me - _____, and who did not take an oath.

Notary Public Signature

Linda Isley

Printed Name of Notary Public

(Notary Seal & Commission Number)







WAIVER AND RELEASE OF LIEN Upon Final Payment

The undersigned licnor, in consideration of the final payment in the amount of

Nine Thousand Four Hundred Nineteen Dollars & Seventy Cents (\$9,419.70) hereby waivers and
releases its lien and right to claim a lien for labor, services, or materials furnished to Children's Properties
on the job of Children's Properties to the following described property:

	Water Distribution System
Children's Properties	
(Name of Development/Project)	(Facilities Constructed)
15821 Hollyfern Ct.	33-45-24-04-00000-0070
(Location)	(Strap # or Section, Township & Range)
Dated on: April 10, 2006 By: Marketure of Authorized Representative)	B.J. Enterprises, Inc. (Name of Firm or Corporation)
By: Michael Sappah	8102 Grady Dr
(Print Name of Authorized Representative)	(Address of Firm or Corporation)
Title: President	N. Ford Marrow, El. 22017
Attic. / resignati	N Fort Myers, FL 33917- (City, State & Zip Of Firm Or Corporation)
	(City, state & z.ip Of 1 itm Or Corporation)
Phone #: (239)731-2333 Ext.	Fax#: (239)731-5205
STATE OF	ed before me this <u>10 th</u> day of April 20 <u>06</u> by, and who did not take an oath.
Linda Is	Name of Notary Public)
	LINDA ISLEY MY COMMESSION # DIOS12238



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	Children's Properties
STRAP NUMBER:	33-45-24-04-00000 00 70
LOCATION:	15821 Hollyfern Ct.
OWNER'S NAME: (as show	vn on Deed) Children's Properties
OWNER'S ADDRESS:	9800 Healthpark Dr, Ste 110
OWNER'S ADDRESS:	Fort Myers,FL 33908-

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
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	8"	1.0	EA	\$2,150.00	\$2,150.00
ASSORTED FITTINGS	8"	4.0	EA	\$375.00	\$1,500.00
CL-50 DIP	8"	49.8	LF	\$26.50	\$1,319.70
FIRE HYDRANT ASSEMBLY	6"	1.0	EA	\$3,175.00	\$3,175.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$1,275.00	\$1,275.00
		•			
<u>TOTAL</u>					\$9419.70

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



LEE COUNTY
SOLDING STATE OF THE STATE OF THE

S:Uobs\Cbildren's Properties\CERTIFICATION OF CONTRIBUTORY ASSETS - TAB THRU FORM.doc

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 Willed Sen					
	(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 <u>Lee</u>)						
The foregoing instrument was signed an Michael Sappah who is personally	d acknowledged before me this 6 th day of April, 2006 by known to me , and who did not take an oath.					
Landa Telul						
Notary Public Signature						
Linda Isley Printed Name of Notary Public						
Linda Islay						
Notary Commission Number	(NOTARY SEAL)					
	LINDA ISLEY MY COMMISSION # DD512828					
	Torno FYRIDES					

(407) 398-0153



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

Strap Number(s):

33-45-24-04-00000.0070

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 "Children's Properties, 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.

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- 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 portlons 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.

do Al	BY:	ER Alla
[1 st Witness' Signature]	DT:	(Signatura Crantaria/Quinaria)
Annette L. Murray		[Signature Grantor's/Owner's]
Type or Print Namel		F. Brett Shannon
Haren & Balley		[Type or Print Name]
		President
[2 nd Witness' Signature]		[Title]
Karen E Bailey		
[Type or Print Name]		
STATE OF FLORIDA		
COUNTY OF LEE		
The foregoing instrument wa	s slaned at	nd acknowledged before me this 28 th
day of NOV 2005 by Shanna	t who prod	duced the following as identification
200, 0)	n who pico	or is personally know to me,
and who did/did not take an oath.		of is personally know to me,
and who didded not take an oath.		
[stamp or seal]		
	6/ h	2 Middle
DON'T GLIDNES	X	va Mallermere
hay Commission Englan Aug 26, 2000	Signature	of Notary]
Commission DD CD CD	Dane	a M Kellermeier
	[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					



LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(PROPOSED L.C.U. EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 HEALTHPARK FLORIDA WEST, A SUBDIVISION RECORDED IN PLAT BOOK 53 AT PAGES 81 THROUGH 90 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.88°57'35"W. ALONG THE NORTH LINE OF SAID LOT 7 FOR 420.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 LYING ON A CURVE CONCAVE TO THE WEST FROM WHICH A RADIAL LINE BEARS S.88°57'35"W; THENCE SOUTH ALONG SAID CURVE HAVING A DELTA OF 37°28'54" AND RADIUS OF 55.00 FEET A DISTANCE OF 35.98 FEET TO A POINT OF REVERSE CURVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE N.88°55'21"E. FOR 20.02 FEET; THENCE S.46°04'39"E. FOR 30.14 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE TO THE EAST FROM WHICH A RADIAL LINE BEARS S.42°58'49"E.; THENCE SOUTH ALONG SAID CURVE HAVING A DELTA OF 48°06'01" AND RADIUS OF 45.00 FEET A DISTANCE OF 37.78 FEET; THENCE S.01°04'50"E. FOR 4.89 FEET; THENCE S.88°55'04"W. FOR 20.00 FEET; THENCE N.01°04'50"W. FOR 4.89 FEET TO A POINT OF CURVATURE CONCAVE TO THE RIGHT HAVING A DELTA OF 29°47'57" AND A RADIUS OF 65.00 FEET FOR 33.81 FEET; THENCE S.88°55'21"W. FOR 27.60 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST (ALSO BEING ON THE EAST RIGHT OF WAY OF HOLLYFERN COURT) FROM WHICH A RADIAL LINE BEARS S.70°02'27"E; THENCE NORTH ALONG SAID CURVE HAVING A DELTA OF 16°28'56" AND RADIUS OF 90.00 FEET A DISTANCE OF 25.89 FEET TO THE POINT OF BEGINNING.

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

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 7 BEING S.88°57'35"W.

METRON SURVEYING & MAPPING, LLC

FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

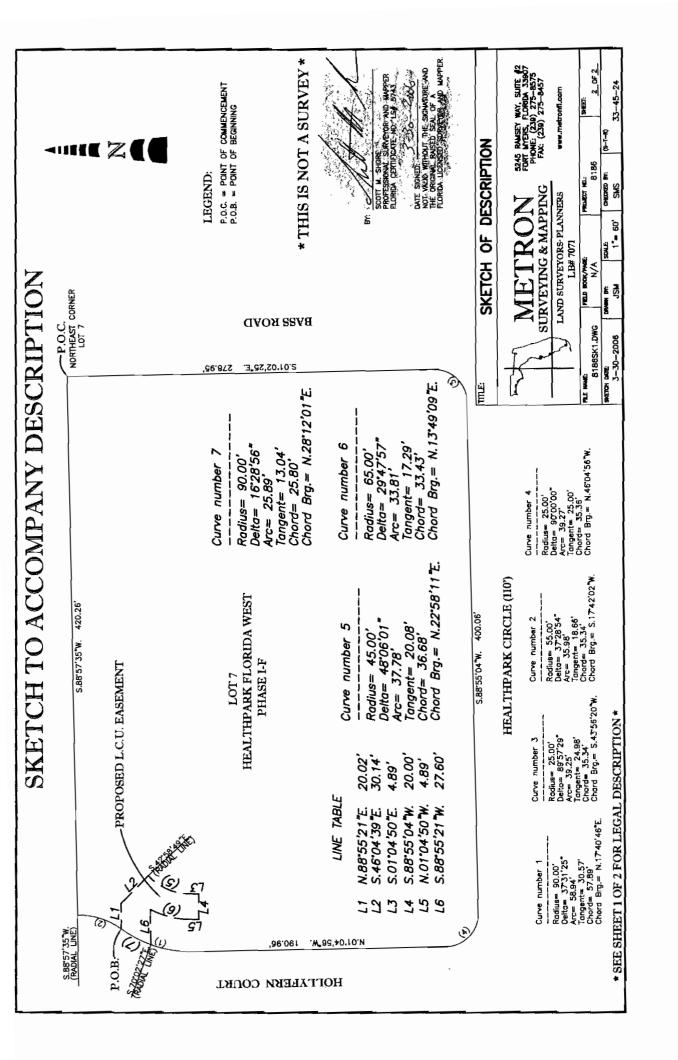
SCOTT M. SHORE

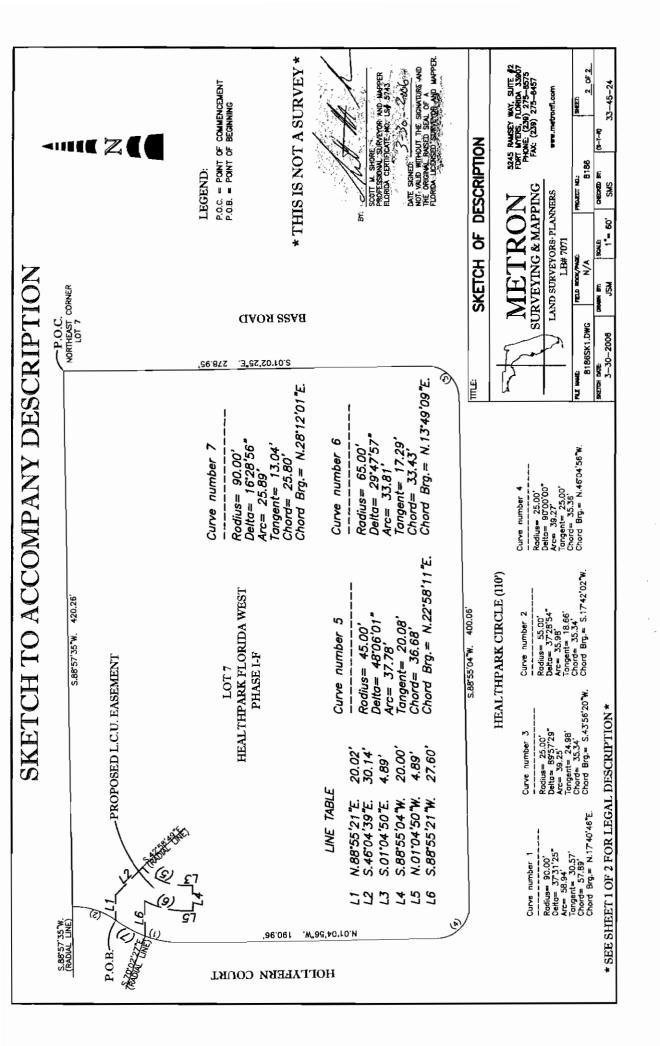
PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

3-30-206





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