

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060851-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of a water main and gravity main extension serving *HealthPark Florida - Hollyfern Court* to provide water service, fire protection and sanitary sewer service to this recently constructed commercial subdivision. 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:

Approval.

4. Departmental Category: 10 – Utilities

CION

5. Meeting Date:

08-01-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: [Signature] 6/30/06
 S. Ivan Velez, Acting Director

9. Background:

The Board granted permission to construct on 02/28/06, Blue Sheet #20060125.
 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.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 33 TOWNSHIP 45S RANGE 24E DISTRICT # 3 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mer.	
<u>[Signature]</u> J. Lavender Date: 7-5-06	N/A	N/A	<u>[Signature]</u> T. Osterhout Date: 7/30/06	<u>[Signature]</u> S. Coovert Date: 7/14/06	<u>[Signature]</u> 7/14/06	<u>[Signature]</u> 9/11/06	<u>[Signature]</u> 7/10/06	<u>[Signature]</u> 7/21/06	<u>[Signature]</u> J. Lavender Date: 7-5-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
7/6/06 2:15 PM
 COUNTY ADMIN
 FORWARDED TO:
7/19/06
[Signature]

Rec. by CoAtty
 Date: 7/6/06
 Time: 11:45 AM
 Forwarded To:
 County Admin
 11/6/06 1:25pm

RESOLUTION NO.

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

WHEREAS, it is the desire of "Lee Health Ventures, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension), and sewer facilities (gravity main extension), serving "HEALTHPARK FLORIDA- HOLLYFERN COURT"; 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 \$66,543.92 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 Bob Janes: _____ (1)
- Commissioner Douglas St. 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 COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

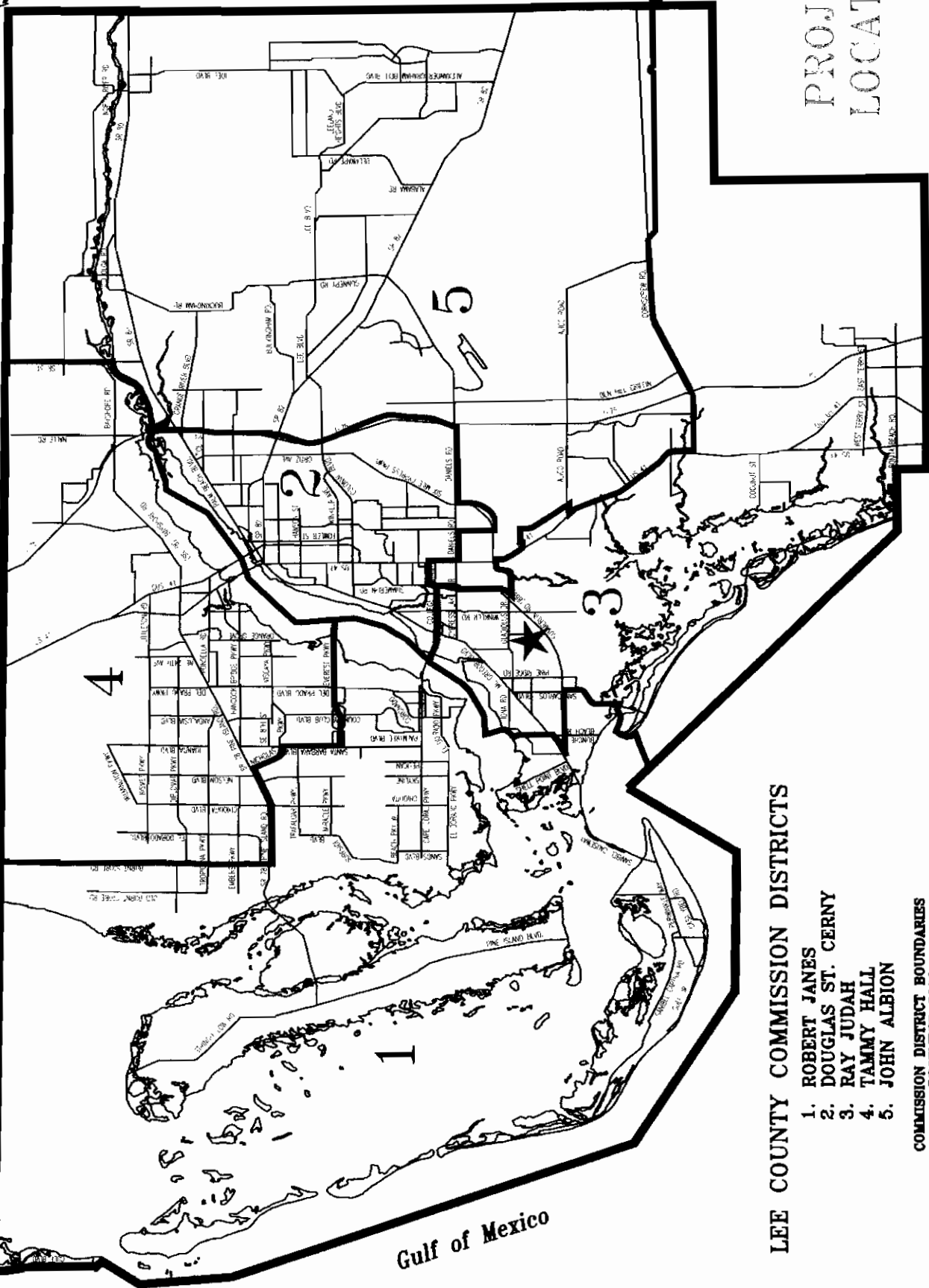
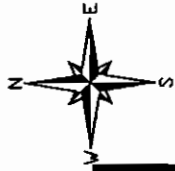
By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060851-UTL

**HEALTHPARK FLORIDA - HOLLYFERN COURT
33-45-24-04-00000.0080
COMMISSION DISTRICT # 3 - RAY JUDAH**



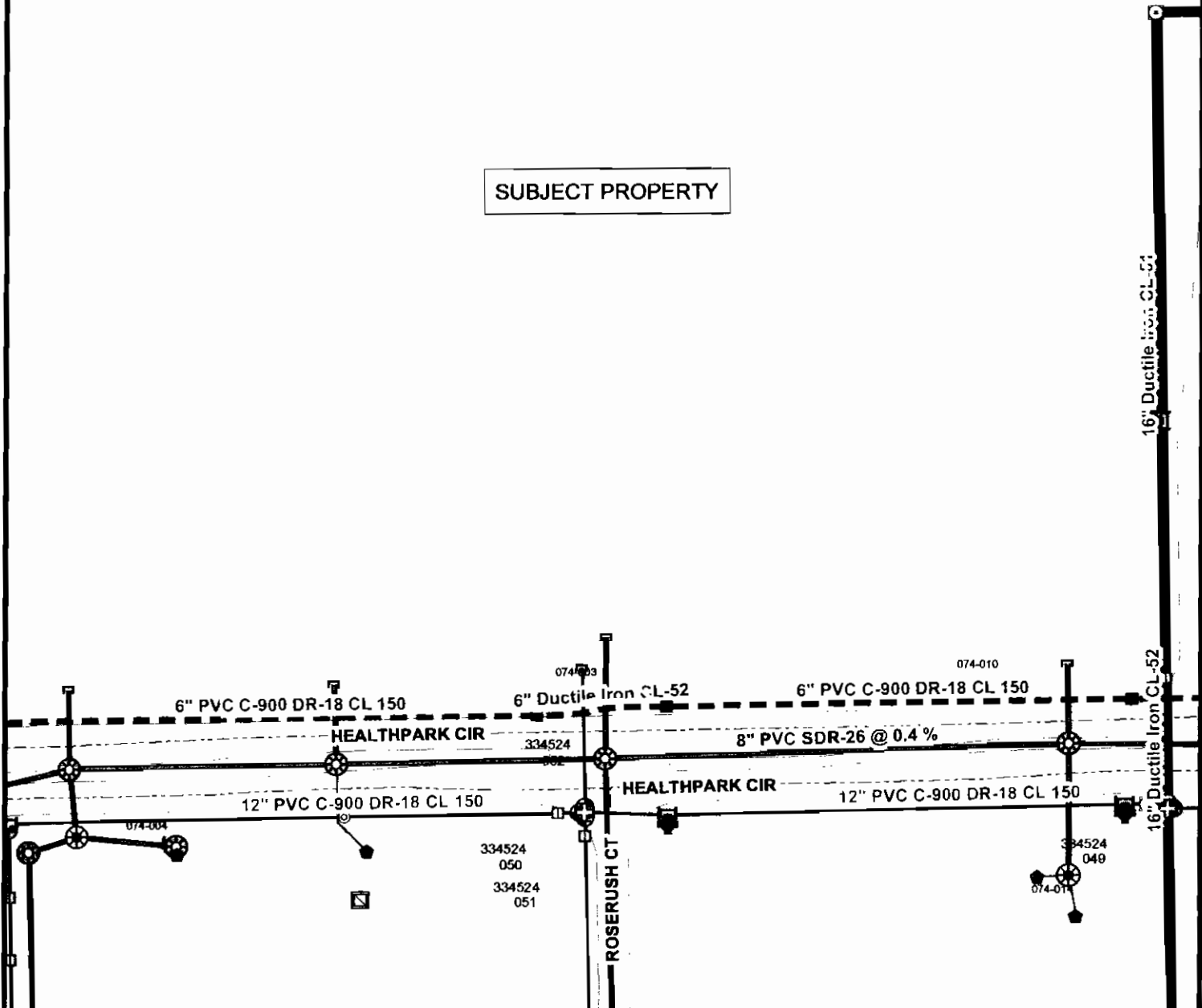
**PROJECT
LOCATION**

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**

SUBJECT PROPERTY

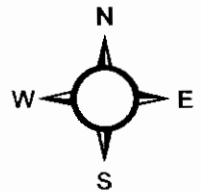


UTILITIES



LEE COUNTY

HEALTHPARK FLORIDA
HOLLYFERN COURT
33-45-24-04-00000.0000
COMMISSION DISTRICT #3
RAY JUDAH



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of HealthPark Florida-Hollyfern Ct 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: *Michael Sappah*
(Signature)

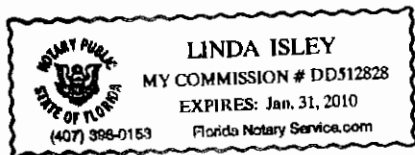
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 3 rd day of May, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Linda Isley
Notary Public Signature

Linda Isley
Printed Name of Notary Public

(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 Sixty Six Thousand Five Hundred Forty Three & 92/100's (\$66,543.92) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Lee Health Ventures on the job of Hollyfern Ct to the following described property:

HealthPark Florida-
Hollyfern Ct
(Name of Development/Project)

9450 Healthpark Cir
(Location)

Water Distribution System and Sanitary Sewer System
(Facilities Constructed)

33-45-24-04-00000.0080
(Strap # or Section, Township & Range)

Dated on: May 3, 2006

By: *Michael Sappah*
(Signature of Authorized Representative)

By: Michael Sappah
(Print Name of Authorized Representative)

Title: President

Phone #: (239)731-2333 Ext.

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

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)731-5205

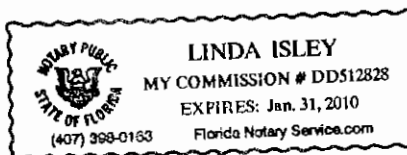
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 3 rd day of May, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Linda Isley
(Notary Public Signature)

(Notary Seal & Commission Number)

Linda Isley
(Printed Name of Notary Public)



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)

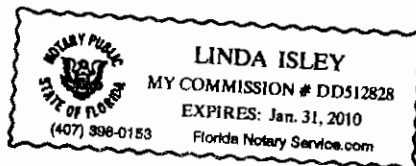
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Linda Isley
Notary Public Signature

Linda Isley
Printed Name of Notary Public

Linda Isley
Notary Commission Number

(NOTARY SEAL)



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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)

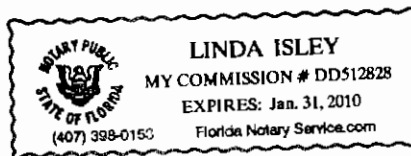
The foregoing instrument was signed and acknowledged before me this 3rd day of May, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Linda Isley
Notary Public Signature

Linda Isley
Printed Name of Notary Public

Linda Isley
Notary Commission Number

(NOTARY SEAL)



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

Strap Number:

33-45-24-04-00000.0080

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____ by and between Lee Health Ventures, Inc., 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.

BS 20060851-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.

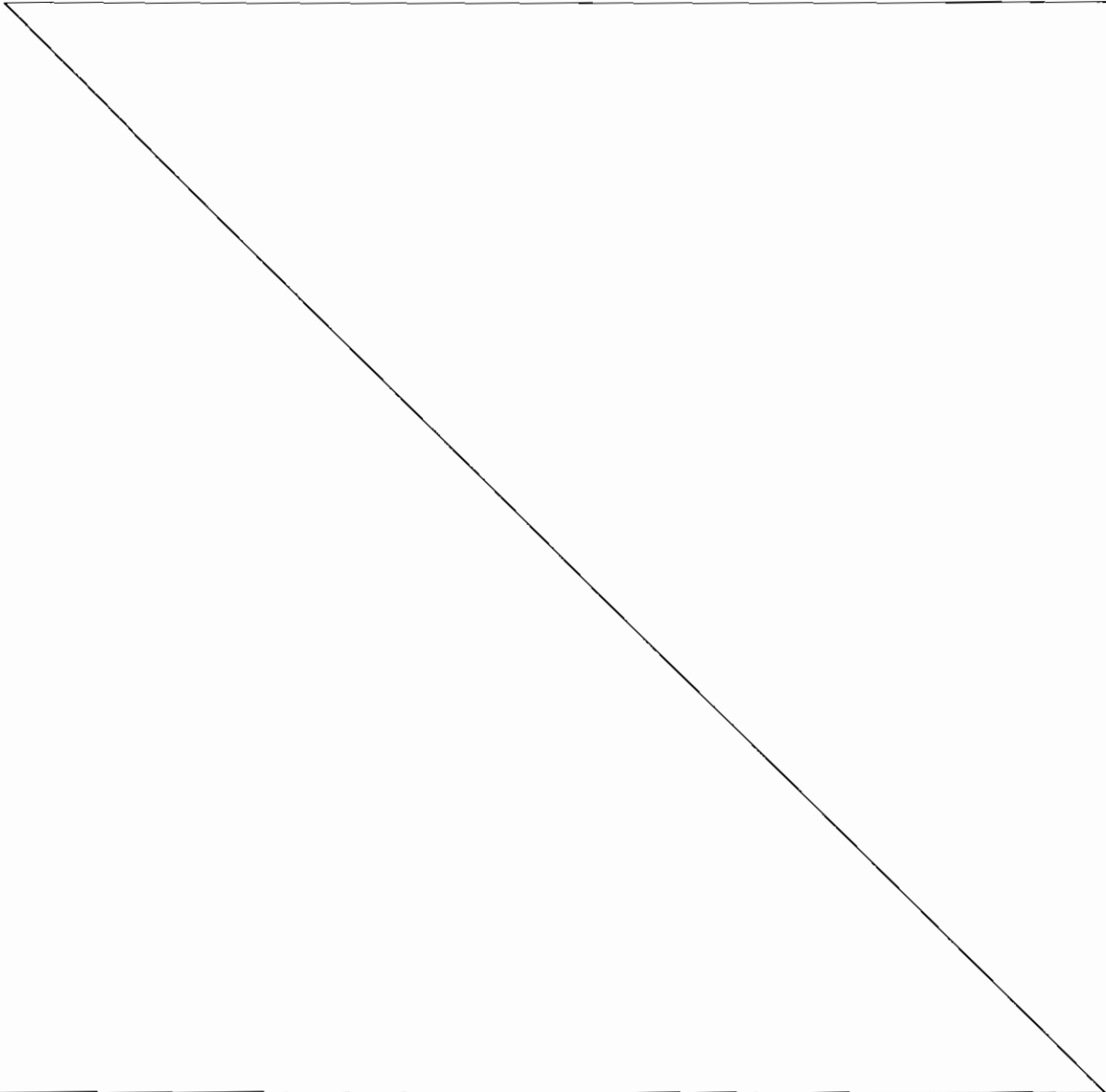
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

Terrence M. Hiduke
[1st Witness' Signature]

TERRENCE M. HIDUKE
[Type or Print Name]

T. M. H
[2nd Witness' Signature]

THOMAS D. MARCHEIT
[Type or Print Name]

BY:

Douglas A. Dodson
[Signature Grantor's/Owner's]

Douglas A. Dodson
[Type or Print Name]

President
[Title]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 10th day of May 2006, by Douglas A. Dodson who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]

Victoria C. Lane
[Signature of Notary]

Victoria C. Lane
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____ 20____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



May 10, 2006

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
BEING A PART OF LOTS 7 AND 8
PHASE 1-F, HEALTHPARK FLORIDA WEST
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**


A tract or parcel of land lying in Section 33, Township 45 South, Range 24 East, Lee County, Florida, being part of Lot 7 and 8 as shown on the plat of Phase 1-F, HealthPark Florida West, as recorded in Plat Book 53 at Pages 81 - 90, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of said Lot 7 run S 88° 55' 04" W along the south line of said Lot 8, also being the north right-of-way line of HealthPark Circle as shown on said plat for 35.00 feet to an intersection with the curved southerly line of said Lot 8 and the north right-of-way line of HealthPark Circle, also being a point of cusp; thence run northeasterly along the arc of said curve to the left of radius 25.00 feet (delta 53° 07' 47") (chord bearing N 25° 28' 59" E) (chord 22.36 feet) for 23.18 feet to point of tangency; thence run N 01° 04' 56" W for 195.96 feet to a point of curvature; thence run northwesterly along the arc of said curve to the left of radius 90.00 feet (delta 37° 31' 26") (chord bearing N 19° 50' 39" W) (chord 57.89 feet) for 58.94 feet to a point of reverse curvature; thence run northeasterly along an arc of said curve to the right of radius 55.00 feet (delta 102° 32' 41") (chord bearing N 12° 39' 59" E) (chord 85.81 feet) for 98.44 feet to the beginning of a non-tangent line; thence run N 20° 50' 41" W for 8.22 feet; thence run N 69° 09' 19" E for 10.00 feet; thence run S 20° 50' 41" E for 8.22 feet to an intersection with a non-tangent curve; thence run southeasterly along the arc of said curve to the right of radius 55.00 feet (delta 142° 04' 15") (chord bearing S 34° 35' 39" E) (chord 104.03 feet) for 136.38 feet to a point of reverse curvature; thence run southwesterly along the arc of said curve to left of radius 90.00 feet (delta 37° 31' 25") (chord bearing S 17° 40' 46" W) (chord 57.89 feet) for 58.94 feet to a point of tangency; thence run S 01° 04' 56" E for 190.96 feet to a point of curvature; thence run southeasterly along the arc of said curve to the left of radius 25.00 feet (delta 90° 00' 00") (chord bearing S 46° 04' 56" E) (chord 35.36 feet) for 39.27 feet to an intersection with the south line of said Lot 7, also being the north right-of-way line of HealthPark Circle, said point being a point of cusp; thence run S 88° 55' 04" W along the south line of said Lot 7 and north right-of-way line of HealthPark Circle for 50.00 feet to the Point of Beginning.

Parcel contains 22,657 square feet (0.52 acres), more or less.

Subject to easements, restrictions and reservations of record.

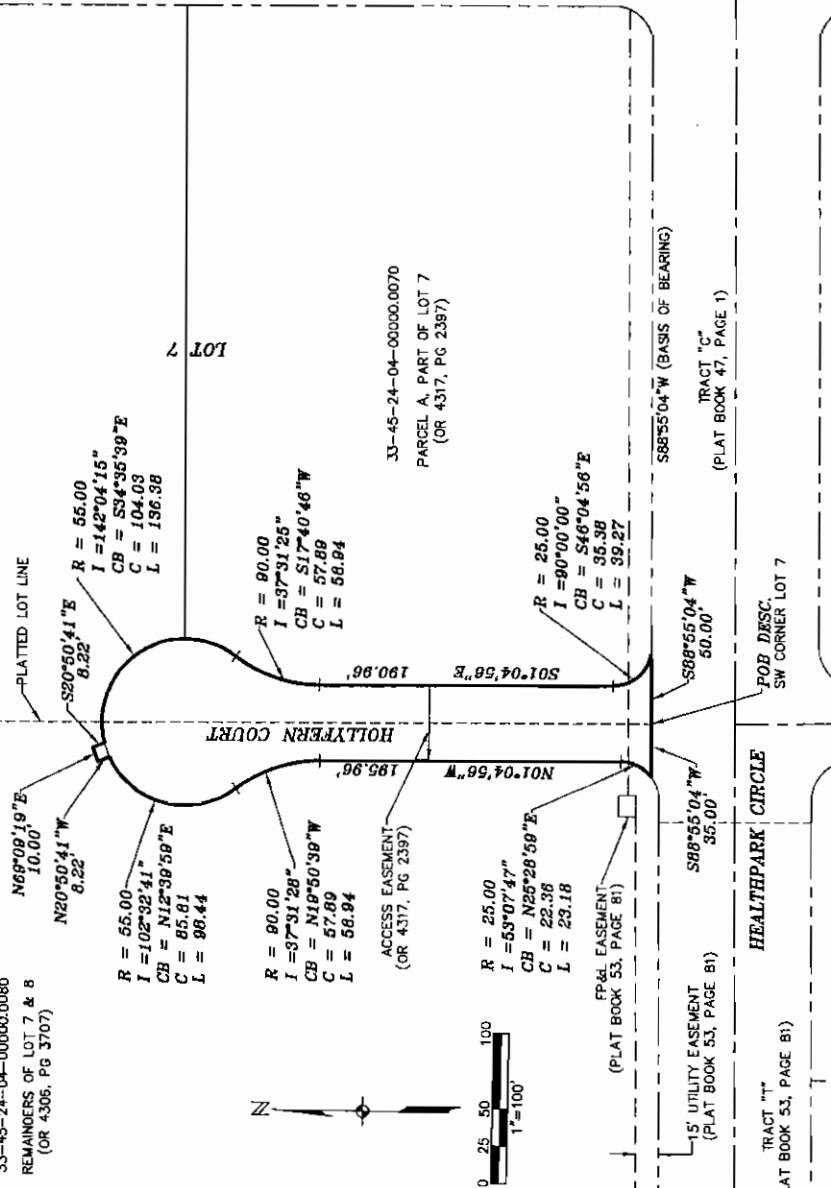
Bearings hereinabove mentioned are based on the plat of Phase 1-F, HealthPark Florida West, as recorded in Plat Book 53 at Pages 81-90, Public Records of Lee County, Florida, wherein the south line of Lot 7 bears S 88° 55' 04" W.


Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

20044821 - 05-10-06 - Lee County Utility Easement

LOT B
 33-45-24-04-00000.0080
 REMAINDERS OF LOT 7 & 8
 (OR 4306, PG 3707)

PHASE I-F
 HEALTHPARK (FLORIDA WEST
 (PLAT BOOK 53, PAGE 61)



TRACT "A"
 BASS ROAD
 (PLAT BOOK 47, PAGE 1)

33-45-24-04-00000.0070
 PARCEL A, PART OF LOT 7
 (OR 4317, PG 2387)

FR64 EASEMENT
 (PLAT BOOK 53, PAGE 81)
 R = 25.00
 I = 53°07'47"
 CB = N25°28'58"E
 C = 22.36
 L = 23.18

PLATTED LOT LINE
 R = 55.00
 I = 142°04'15"
 CB = S34°35'39"E
 C = 104.03
 L = 136.38

FR64 EASEMENT
 (OR 4317, PG 2397)
 R = 90.00
 I = 37°31'25"
 CB = N19°50'39"W
 C = 57.89
 L = 56.84

FR64 EASEMENT
 (PLAT BOOK 53, PAGE 81)
 R = 25.00
 I = 90°00'00"
 CB = S46°04'56"E
 C = 35.38
 L = 39.27

588°55'04"W
 50.00'
 (PLAT BOOK 47, PAGE 1)

588°55'04"W
 35.00'
 (PLAT BOOK 53, PAGE 81)

POB DISC.
 SW CORNER LOT 7

588°55'04"W (BASIS OF BEARING)

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PHASE I-F, HEALTHPARK FLORIDA WEST, PLAT BOOK 53, PAGES 81-90, LEE COUNTY RECORDS, WHEREAS THE SOUTH LINE OF LOT 7 BEARS S 88°55'04" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 - POC = POINT OF COMMENCEMENT.
 - POB = POINT OF BEGINNING.
 - DESC. = DESCRIPTION
 - OR = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - PARCEL CONTAINS 22,657 SQUARE FEET (0.52 ACRES) MORE OR LESS.
 - DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM) (B-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4900 43
 DATE SIGNED: **MAY 11 2006**
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	05/10/06	PROJECT NO.	20044821	FILE NO.	33-45-24	SCALE	1"=100'	SHEET	1 OF 1
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SKETCH TO ACCOMPANY
 DESCRIPTION

JOHNSON ENGINEERING

LEE COUNTY UTILITY EASEMENT
 LYING IN LOTS 7 & 8
 PHASE I-F, HEALTHPARK FLORIDA WEST
 PLAT BOOK 53, PAGE 61/90, LEE COUNTY RECORDS
 SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33802-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #842 & L.B. #842