

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

Blue Sheet No. 20060853-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 6" diameter fire line serving *Dogwood Plaza* to provide fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the northeast corner of Daniels Parkway and Rickenbacker Parkway.

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 **CIOP**

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: S. Ivan Velez 6/30/06
 S. Ivan Velez, Acting Director

9. Background:

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 service is provided by Lee County Utilities via existing infrastructure located within the Lindbergh Boulevard right-of-way.

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 24 TOWNSHIP 45S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>7/12/06</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>6/30</u>	<u>S. Covert</u> Date: <u>7/12/06</u>	<u>7/12/06</u>	<u>7/12/06</u>	<u>7/12/06</u>	<u>7/12/06</u>	<u>J. Lavender</u> Date: <u>7/12/06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
7/16/06 2:15 PM
 COUNTY ADMIN FORWARDED TO:
7/19/06
4/12

Rec. of County
 Date: 7/16/06
 Time: 11:45 AM
 Forwarded To:
7/16/06 1:25pm

RESOLUTION NO.

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

WHEREAS, it is the desire of **"DOGWOOD DEVELOPMENT, INC."**, owner of record, to make a contribution to Lee County Utilities of water facilities **(ONE SIX INCH DIAMETER FIRE LINE)**, serving **"DOGWOOD PLAZA"**; 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 **\$12,000.00** 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 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 20060853-UTL

LETTER OF COMPLETION

DATE: 6/6/2006

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

Gentlemen:

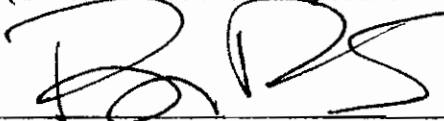
This is to certify that the **fire line up to and including 1st OS + Y valve(s)** located at
Dogwood Plaza
(Name of Development/Project)

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 Pressure Test(s) - Water Main

Very truly yours,

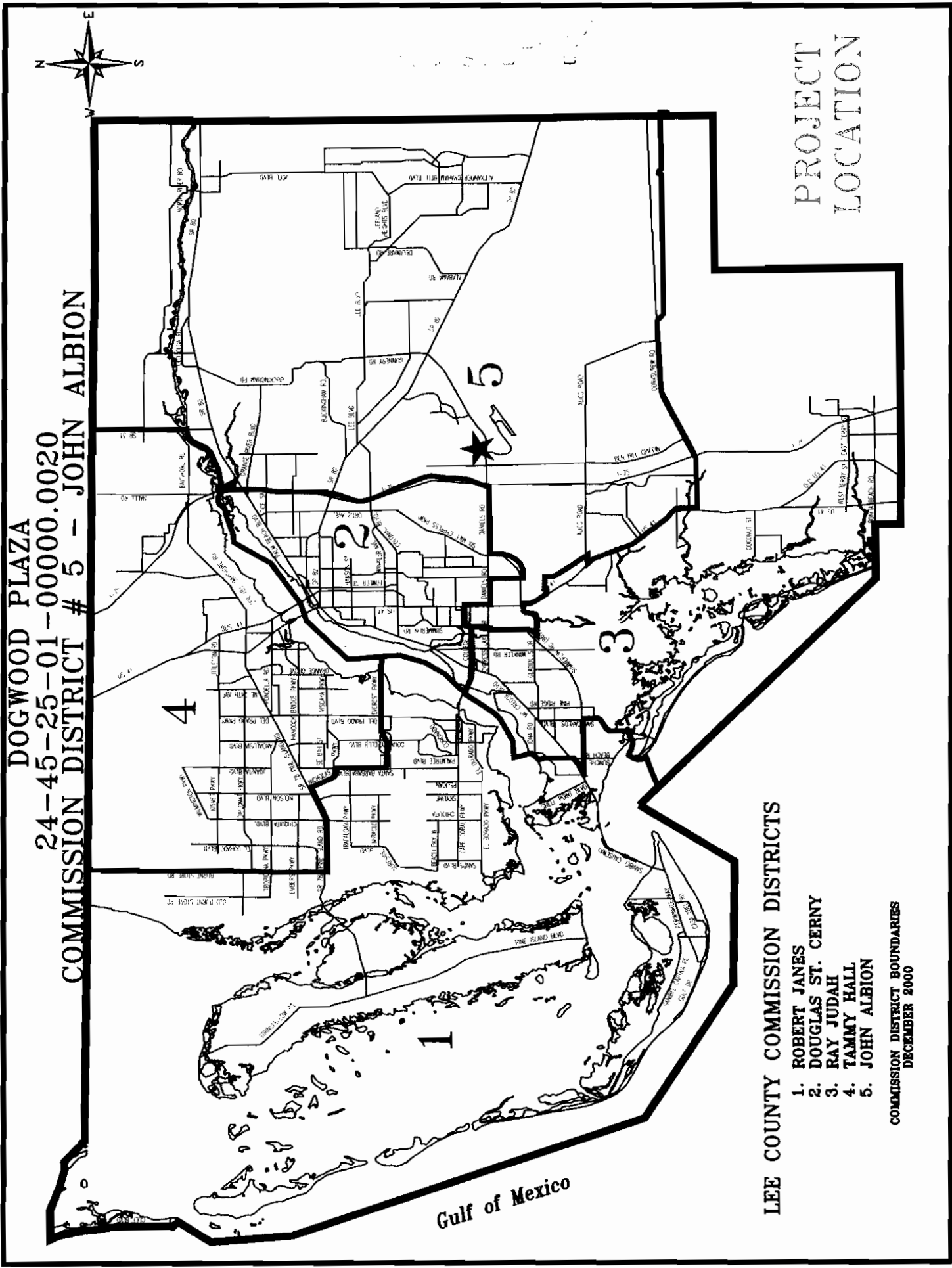
Exceptional Engineering, Inc.
(Owner or Name of Corporation/Firm)



(Signature)

Brian Roberts, PE
(Name and Title)

(Seal of Engineering Firm)



DOGWOOD PLAZA
 24-45-25-01-00000.0020
 COMMISSION DISTRICT # 5 - JOHN ALBION

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

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of DOGWOOD PLAZA 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.

CHRISTO, INCORPORATED

(Contractor/Company Name)

ROBERT A. KEILING-PRESIDENT

(Authorized Representative, Title)

BY:

Robert A. Keiling

(Signature)

STATE OF FL)

) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 5 th day of April, 2006 by ROBERT A. KEILING who is personally known to me - _____, and who did not take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

MARK K. NOTTINGHAM
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 TWELVE THOUSAND & NO/100(\$12,000.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to DOGWOOD DEVELOPMENT, INC. on the job of GCM CONTRACTOR SOLUTIONS to the following described property:

DOGWOOD PLAZA

(Name of Development/Project)

11300 LINDBERGH BLVD

(Location)

Fire Line up to and including 1st OS and Y valve

(Facilities Constructed)

24-45-25-01-00000.0020

(Strap # or Section, Township & Range)

Dated on: April 5, 2006

By: 

(Signature of Authorized Representative)

CHRISTO, INCORPORATED

(Name of Firm or Corporation)

By: ROBERT A. KEILING

(Print Name of Authorized Representative)

4461-B HANCOCK BRIDGE PKWY

(Address of Firm or Corporation)

Title: PRESIDENT

N. FORT MYERS, FL 33903-

(City, State & Zip Of Firm Or Corporation)

Phone #: (239)997-2823 Ext.

Fax#: (239)997-4672

STATE OF FL)

) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 5 th day of April, 2006 by ROBERT A. KEILING who is personally known to me - _____, and who did not take an oath.

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(Notary Seal & Commission Number)


(Notary Public Signature)

MARK K. NOTTINGHAM

(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 *Robert A. Keiling*
(Signature of Certifying Agent)

ROBERT A. KEILING-PRESIDENT
(Name & Title of Certifying Agent)

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

4461-B HANCOCK BRIDGE PKWY
(Address of Firm or Corporation)

N. FORT MYERS, FL 33903 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 5 th day of April, 2006 by ROBERT A. KEILING who is personally known to me - _____, and who did not take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

Notary Commission Number

(NOTARY SEAL)

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

Strap Number(s):

24-45-25-01-00000.0020

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 "DOGWOOD DEVELOPMENT, INC.", 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 20060853-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.

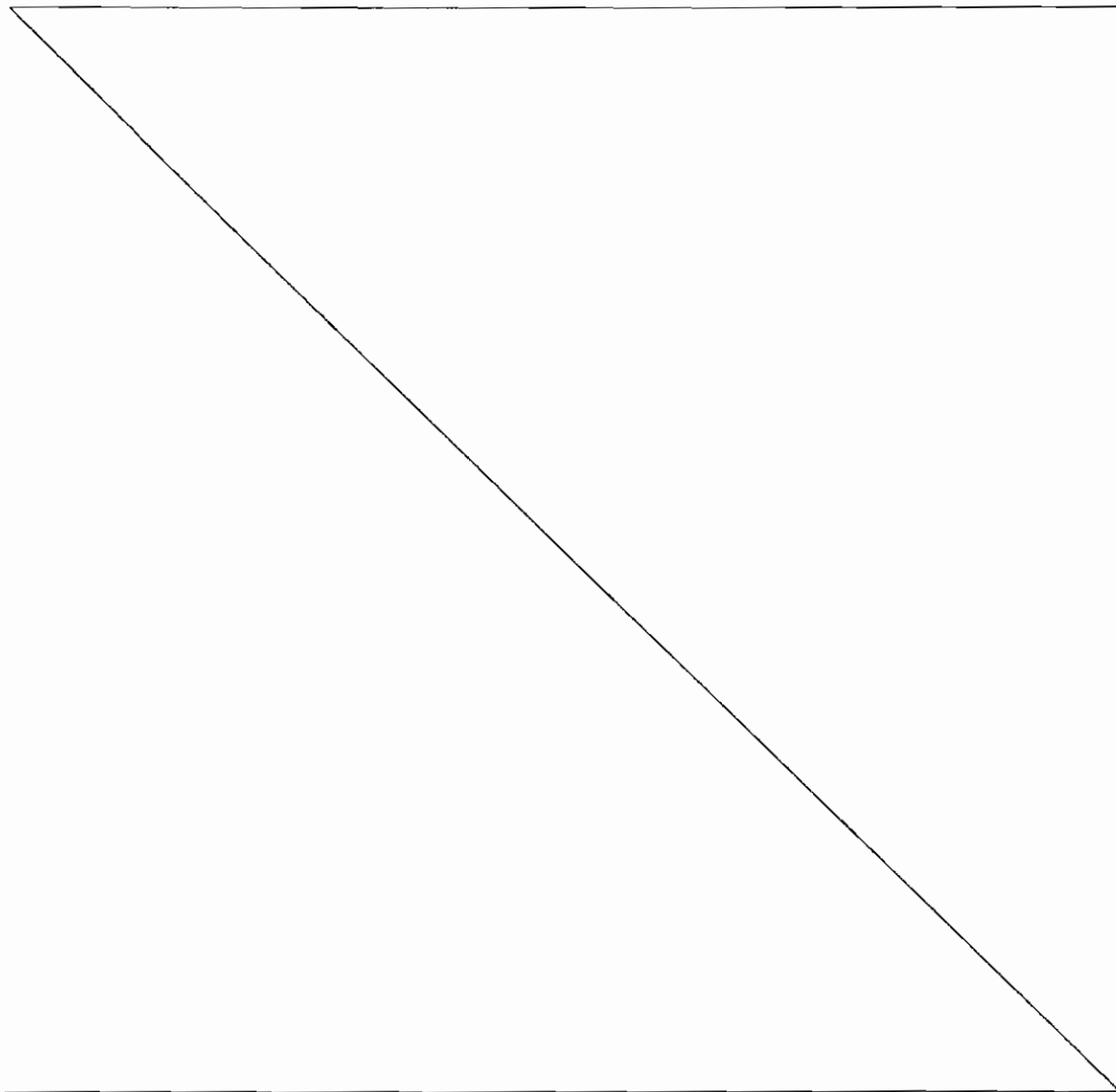
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Carole Romanini

[1st Witness' Signature]

CAROLE ROMANINI

[Type or Print Name]

Jeff Frites

[2nd Witness' Signature]

JEFF FRITES

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

Brian Owens

[Type or Print Name]

President

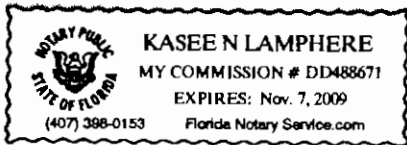
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 22nd day of JUNE 2000, by BRIAN OWENS who produced the following as identification _____ or is personally know to me, and who did/~~did not~~ take an oath.

[stamp or seal]



[Signature]

[Signature of Notary]

Kasee Lamphere

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

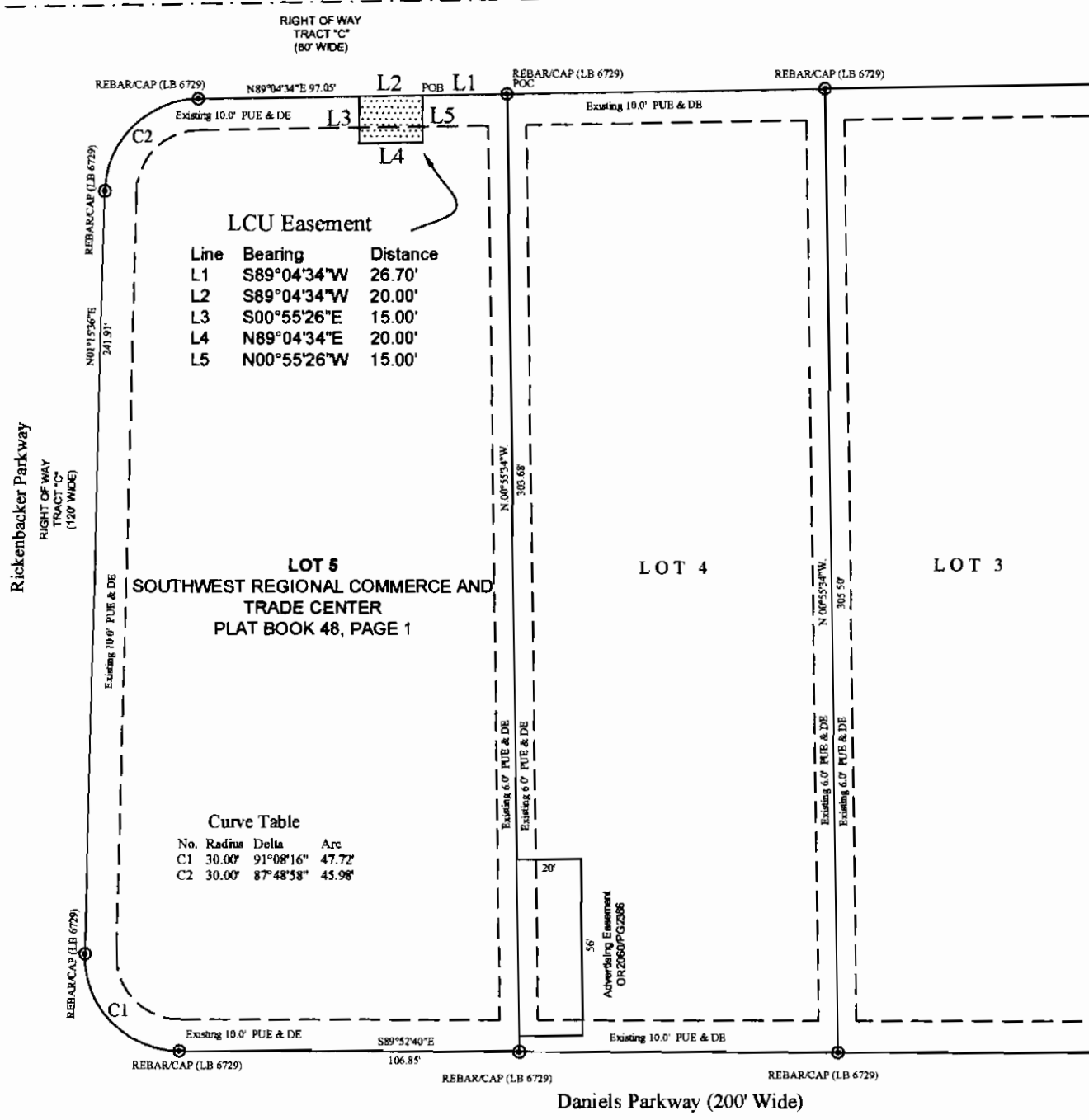
BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

Lindergh Boulevard



Lee County Utility Easement

A perpetual easement for utility purposes, over a parcel of real property in Section 24, Township 45 South, Range 25 East, Lee County, Florida described as follows: Commencing at the Northeast Corner of Lot 5 of Southwest Regional Commerce and Trade Center, Plat Book 48, Page 1 of the Public Records of said County; thence South 89°04'34" West along the Southerly right-of-way of Lindbergh Boulevard for 26.70 feet to the point of beginning of the herein described utility easement; thence continue South 89°04'34" West for 20.00 feet; thence South 00°55'26" East for 15.00 feet; thence North 89°04'34" East for 20.00 feet; thence North 00°55'26" West for 15.00' returning to the point of beginning.
±300 square feet

SCALE: 1"=50'	NOTE: This is a special purpose sketch solely for the purpose of describing proposed new easement boundary lines relative to the apparent boundary and easement lines previously established on this property by the plat thereof. All boundary line and easement dimensions and bearings are based upon the subdivision plat of Southwest Regional Commerce and Trade Center, Plat Book 48, Page 1 of the Public Records of Lee County, Florida.
CAD FILE: Dogwood	
TYPE: LCUE Sketch	
1 SHEET OF 1	NOTE: This document is not a certification of title, zoning or freedom from encumbrances. This survey is not intended to be used for the conveyance of real property.

Measurement Science Corporation - LB7359
S.B. Elrubaie - Florida PSM - LS6394
Phone/Fax (239) 437 -7405

[Handwritten Signature] 6-23-06