

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

Blue Sheet No. 20060877-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, one (1) fire hydrant and 2 water services to provide potable water service and fire protection to *Springhill Suites*, a recently constructed hotel. This is a developer contributed asset project located at the northeast corner of Marketplace Road and Interport Avenue approximately 325' north of Daniel Road and 400' east of Danport Boulevard.

**2. What Action Accomplishes:**

Places the fire line and fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

**3. Management Recommendation:**

Approval.

**4. Departmental Category:** 10 – Utilities

**CIOT**

**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] 7/6/06  
 S. Ivan Velez, P.E. Acting Director

**9. Background:**

Fire line and hydrants 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.  
 100% of the connection fees have been paid.  
 Sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the Marketplace Road right-of-way.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 22 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST. CERNY

**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>[Signature]</u> J. Lavender Date: _____	N/A	N/A	<u>P.O.</u> T. Osterhout Date: <u>7/6</u>	S. Covert Date: _____	<u>[Signature]</u> 7/12/06	<u>[Signature]</u> 7/11/06	<u>[Signature]</u> 7/12/06	<u>[Signature]</u> 7/12/06	<u>[Signature]</u> J. Lavender Date: _____

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>[Signature]</u>
<u>7/12/06</u>
<u>[Signature]</u>
COUNTY ADMIN FORWARDED TO: <u>[Signature]</u>
<u>7/16/06</u>
<u>[Signature]</u>

Rec. by CoAtty
Date: <u>7/15/06</u>
Time: <u>4:30pm</u>
Forwarded To: <u>Admin</u>
Date: <u>7/12/06 5:18 am</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of **"MCKIBBON BROTHERS, INC."**, owner of record, to make a contribution to Lee County Utilities of water facilities **(ONE SIX INCH DIAMETER FIRE LINE, ONE FIRE HYDRANT AND TWO WATER SERVICES)**, serving **"SPRINGHILL SUITES"**; 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 **\$24,375.00** 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 20060877-UTL**

**COPY**

LETTER OF COMPLETION

DATE: 8/22/2005

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 + Y valve(s) , fire hydrant(s) , water distribution and sanitary sewer** located at

**Springhill Suites Hotel**  
(Name of Development/Project)

were designed by me and have been constructed in conformance with:

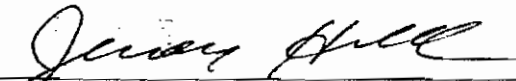
**the approved plans and the approved specifications**

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,

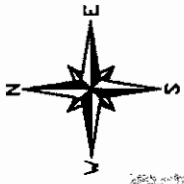
AIM Engineering and Surveying Inc.  
(Owner or Name of Corporation/Firm)

  
\_\_\_\_\_  
(Signature)

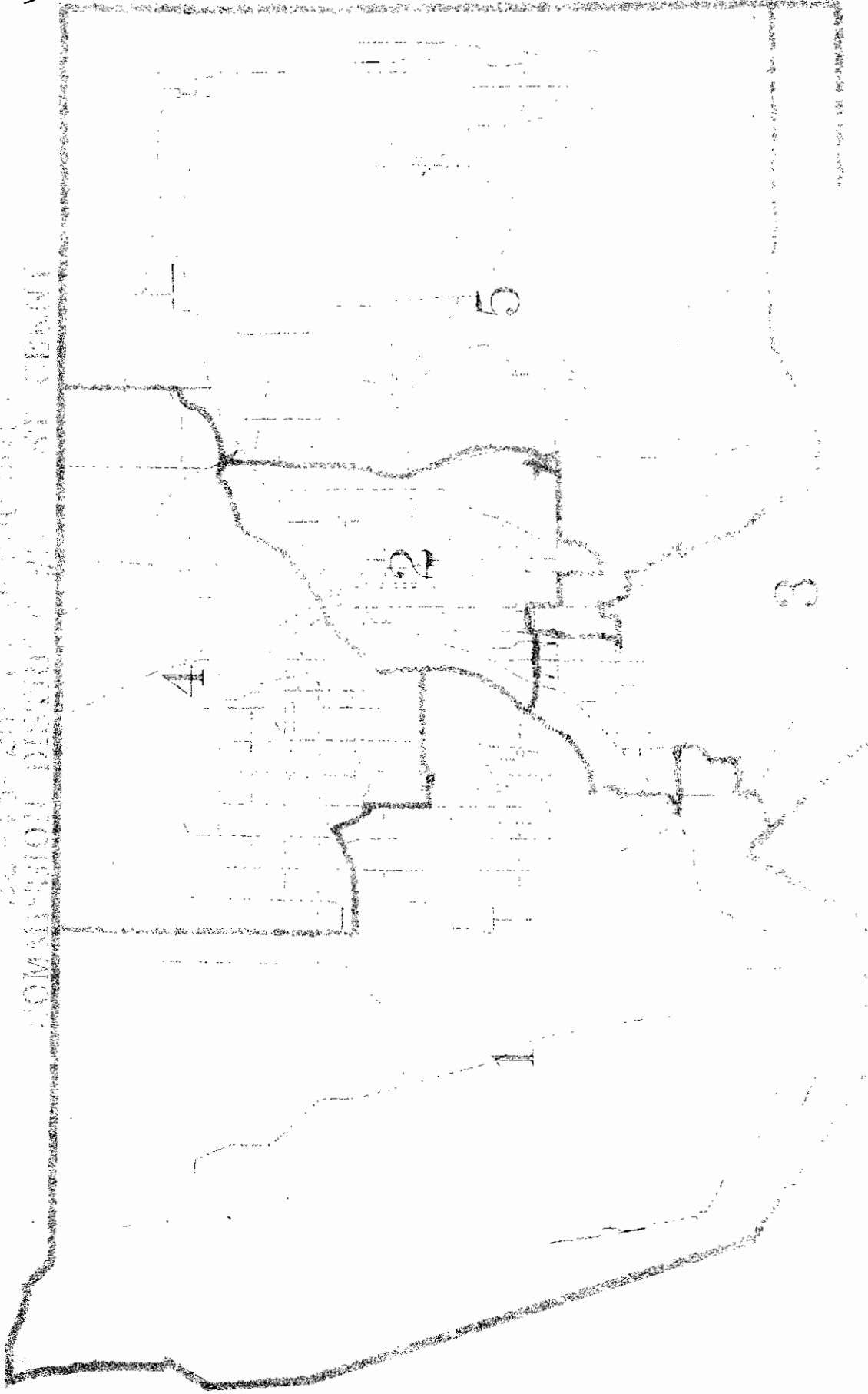
Jerron K. Hull, P.E., Vice President  
(Name and Title)

(Seal of Engineering Firm)

**COPY**



SPRINGFIELD, MISSOURI, 1911  
22-15-28  
COMMISSION DISTRICTS BY COUNTY



LEE COUNTY COMMISSION DISTRICTS

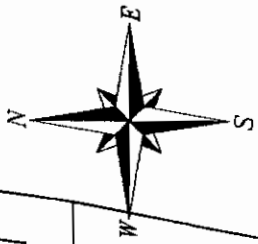
- 1. ROBERT DANF
- 2. BURGESS W. FLOYD
- 3. ALV. JORDAN
- 4. SAMMY J. JAY
- 5. W. H. JAY

MISSOURI STATE ARCHIVES  
COLUMBIA, MO.

**PROJECT  
LOCATION**

SPRINGHILL SUITES HOTEL

COMMISSION DISTRICT #2 - ST CERNY



COPY

CANAL

DARTMOOR LN

SUBJECT PARCEL

MALL LOOP RD

MARKETPLACE RD

INTERPORT AV

00000  
0010

DANFORD BLVD

22-45-25-13-00000.0010 9501 MARKETPLACE RD










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   
(Signature of Certifying Agent)

Joel Chambers  
(Name & Title of Certifying Agent)

Haskins Inc.  
(Name of Firm or Corporation)

10956 Enterprise Avenue  
(Address of Firm or Corporation)

Bonita Springs, FL 34135 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 6 th day of March, 2006 by Joel Chambers who is personally known to me - na , and who did not take an oath.

  
Notary Public Signature

Joyce Bolt  
Printed Name of Notary Public

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

\_\_\_\_\_  
Notary Commission Number

(NOTARY SEAL)

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

Strap Number(s):

**22-45-25-13-00000.0010**

**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 "McKibbon Brothers, 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 20060877-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.

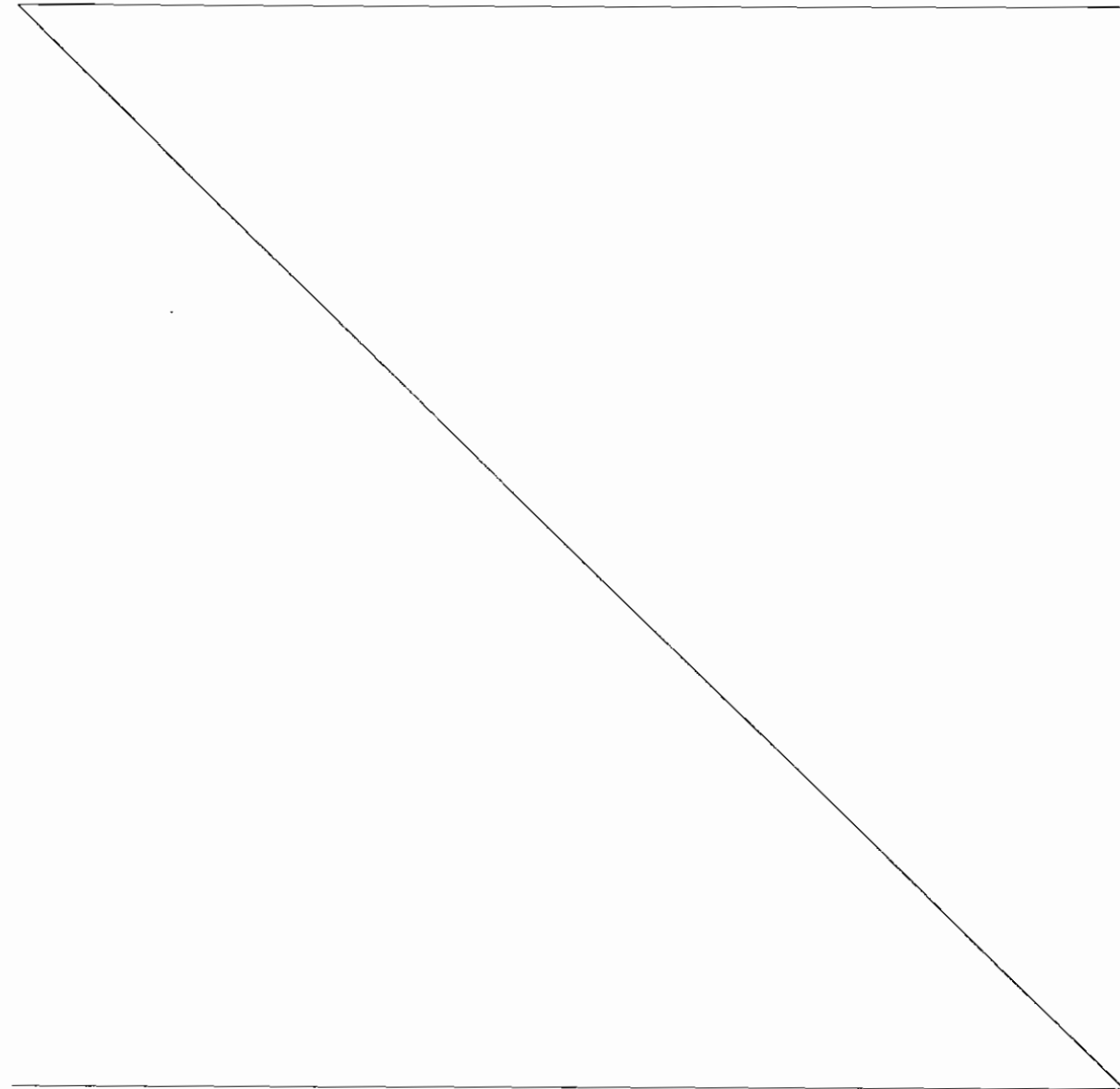
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Handwritten Signature]

[1<sup>st</sup> Witness' Signature]

R. Greg Henderson

[Type or Print Name]

Amy Williams

[2<sup>nd</sup> Witness' Signature]

Amy Williams

[Type or Print Name]

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

David J. Hughes

[Type or Print Name]

Vice President

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 15<sup>th</sup> day of August 2005 by David who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did not take an oath.

[stamp or seal]

[Handwritten Signature]

[Signature of Notary]

Molly Moore

[Typed or Printed Name]

**MOLLY MOORE**  
Notary Public, Hall County, Georgia  
My Commission Expires November 7, 2008

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. Covert, Esquire

**LEGAL DESCRIPTION FOR LAND LYING IN  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA**

A VARIABLE WIDTH UTILITY EASEMENT LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, DANIELS GALLERIA EAST, A SUBDIVISION OF RECORD IN THE PUBLIC RECORDS PLAT BOOK 73, PGS 9 & 10, IN LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" FOUND IRON ROD WITH CAP STAMPED "METRON" ON THE SOUTHEAST CORNER OF SAID LOT 1, DANIELS GALLERIA EAST, AND BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MARKET PLACE ROAD (50' RIGHT-OF-WAY);

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 32°57'06" WEST A DISTANCE OF 88.33 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 57°02'54" WEST A DISTANCE OF 18.83 FEET; THENCE NORTH 32°57'06" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 57°02'54" EAST A DISTANCE OF 8.83 FEET; THENCE NORTH 32°57'06" EAST A DISTANCE OF 65.71 FEET; THENCE NORTH 39°43'54" WEST A DISTANCE OF 5.24 FEET; THENCE NORTH 32°57'06" EAST A DISTANCE OF 15.67 FEET; THENCE SOUTH 39°58'23" EAST A DISTANCE OF 15.69 FEET TO THE POINT OF BEGINNING;

CONTAINING 1065 SQUARE FEET MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*Kent A. Stephenson*      8/12/05  
 \_\_\_\_\_  
 KENTH A. STEPHENSON, P.S.M.      DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 6521

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL  
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR  
AND MAPPER

**AIM Engineering & Surveying, Inc.**

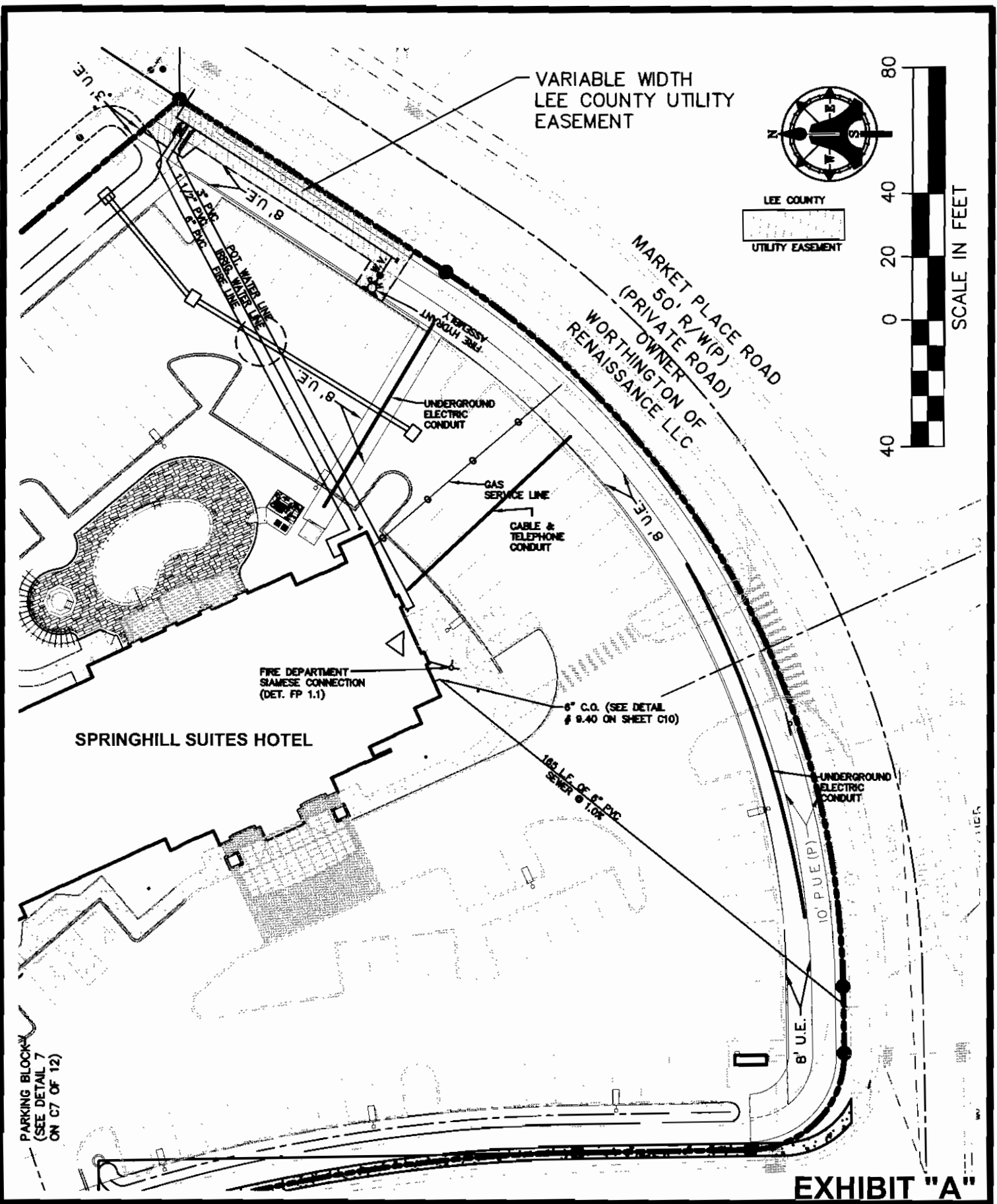


5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
(239) 332-4569  
FX:(239) 332-8734

THIS IS NOT A SURVEY

**UTILITY EASEMENT 'A'**

PROJECT NUMBER:	04-8594	DESCRIPTION: LEGAL DESCRIPTION OF A VARIABLE WIDTH UTILITY EASEMENT LOT 1, DANIELS GALLERIA EAST
DRAWN BY:	TDK	CLIENT: <b>McKIBBON HOTEL GROUP</b>
DATE:	08/12/05	SEC-TWP-RGE: 22-45S-25E      FILE: UTIL EAS 8-11-05.DWG      COUNTY: LEE



**EXHIBIT "A"**



# AIM Engineering & Surveying, Inc.

5300 Lee Blvd. / P.O. Box 1235  
 LEHIGH ACRES, FLORIDA 33970  
 PH: (239) 332-4569  
 1-800-226-4569  
 Fax: (239) 332-8734

JOB NUMBER: 04-8594	CLIENT: SPRINGHILL SUITES HOTEL	DRAWING:	
DRAWN BY: F.D.W.	DESCRIPTION: LEE COUNTY UTILITY EASEMENT	DRAWING:	
REVISED: M.S.C.	DATE: 05-2005	SEC: S. 22, T 45 S, R 25 E	COUNTY: LEE