

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

Blue Sheet No. 20060900-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 6'' fire line and one (1) fire hydrant serving *Bayshore Industrial Park, Lots 9A & 9B* to provide fire protection to these two recently constructed commercial buildings. This is a Developer Contributed asset project located on the northeast corner of East Street and Mercantile Street.

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 **C10Y**

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]* **7/13/06**

S. Ivan Velz, P.E. Acting Director

9. Background:

Fire lines and fire 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.

Potable water service is provided by Lee County Utilities via existing infrastructure located within the East Street right-of-way.

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

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

SECTION 21 TOWNSHIP 43S RANGE 24E DISTRICT #4 COMMISSIONER HALL

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.	
<i>[Signature]</i> J. Lavender Date: 7.17.06	N/A	N/A	<i>P.O.</i> T. Osterhout Date: 7/13	<i>[Signature]</i> S. Coovert Date: 7/13	<i>[Signature]</i> 7/19/06	<i>[Signature]</i> 7/19/06	<i>[Signature]</i> 7/19/06	<i>[Signature]</i> 7/19/06	<i>[Signature]</i> J. Lavender Date: 7.17.06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: *[Signature]*
7-18-06 4:00-PM

COUNTY ADMIN FORWARDED TO: *[Signature]*
7/19/06

DATE: 7/18/06
TIME: 4:00 PM
FORWARDED TO: *[Signature]*

RESOLUTION NO.

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

WHEREAS, it is the desire of **"SOX DEVELOPMENT, INC."**, owner of record, to make a contribution to Lee County Utilities of water facilities **(ONE SIX INCH DIAMETER FIRE LINE AND ONE FIRE HYDRANT)**, serving **"BAYSHORE INDUSTRIAL PARK, LOTS 9A & 9B"**; 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 **\$36,700.00** 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 20060900-UTL

COPY

LETTER OF COMPLETION

DATE: 5/1/2006

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

Gentlemen:

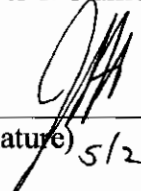
This is to certify that the **water service(s) , fire hydrant(s) and fire line up to and including 1st OS + Y valve(s)** located at **Bayshore Industrial Lots 9A & 9B.**
(Name of Development/Project)

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,

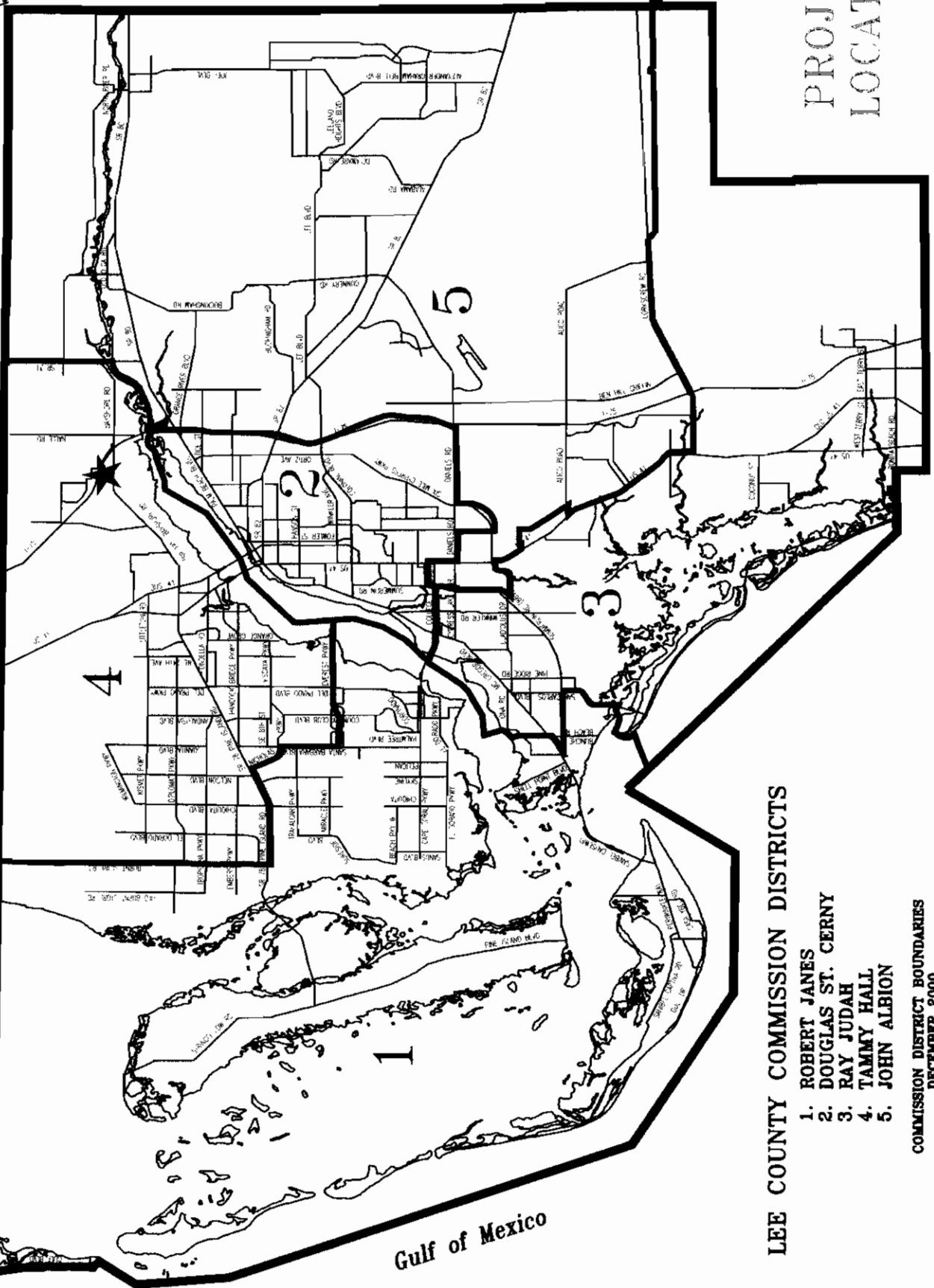
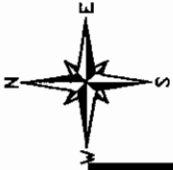
Quattrone & Associates, Inc.
(Owner or Name of Corporation/Firm)

(Signature)  5/2/06

James D. Ottensmann, P.E.
Seniro Engineer
(Name and Title)

(Seal of Engineering Firm)

**BAYSHORE INDUSTRIAL PARK LOTS 9A AND 9B
21-43-25-04-00000.009A & 21-43-25-04-00000.009B
COMMISSION DISTRICT # 4 - TAMMY HALL**



**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 BAYSHORE INDUSTRIAL PARK LOTS 9A & 9B 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 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 THIRTY SIX THOUSAND SEVEN HUNDRED & NO/100 (\$36,700.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to SOX DEVELOPMENT, INC. on the job of R & T FIRE PROTECTION to the following described property:

BAYSHORE INDUSTRIAL PARK LOTS 9A & 9B

(Name of Development/Project)

17610 & 17600 EAST STREET

(Location)

Fire Hydrant(s) and

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

(Facilities Constructed)

21-43-25-04-00000.009A and 21-43-25-04-00000.009B

(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)

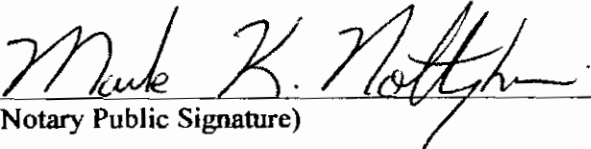
) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 10 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)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: BAYSHORE INDUSTRIAL PARK LOTS 9A & 9B

STRAP NUMBER: 21-43-25-04-00000.009A and 21-43-25-04-00000.009B

LOCATION: 17610 & 17600 EAST STREET

OWNER'S NAME: (as shown on Deed) SOX DEVELOPMENT, INC.

OWNER'S ADDRESS: 14565 EAGLE RIDGE DRIVE

OWNER'S ADDRESS: FORT MYERS, FL 33936-

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.

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

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
CL-50 DIP	6"	60.0	LF	\$100.00	\$6,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	1.0	LS	\$4,500.00	\$4,500.00
FIRE HYDRANT ASSEMBLY	6"	1.0	EA	\$5,000.00	\$5,000.00
TAPPING SLEEVE W/VALVE	6" x 6"	2.0	EA	\$7,500.00	\$15,000.00
STEEL CASING	6"	31.0	LF	\$200.00	\$6,200.00
				\$0.00	\$0.00
				\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
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		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
		0.0		\$0.00	\$0.00
TOTAL					\$36,700.00

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 5th 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):

21-43-25-04-00000.009A

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 "**SOX 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 20060900-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 abovedescribed easement.

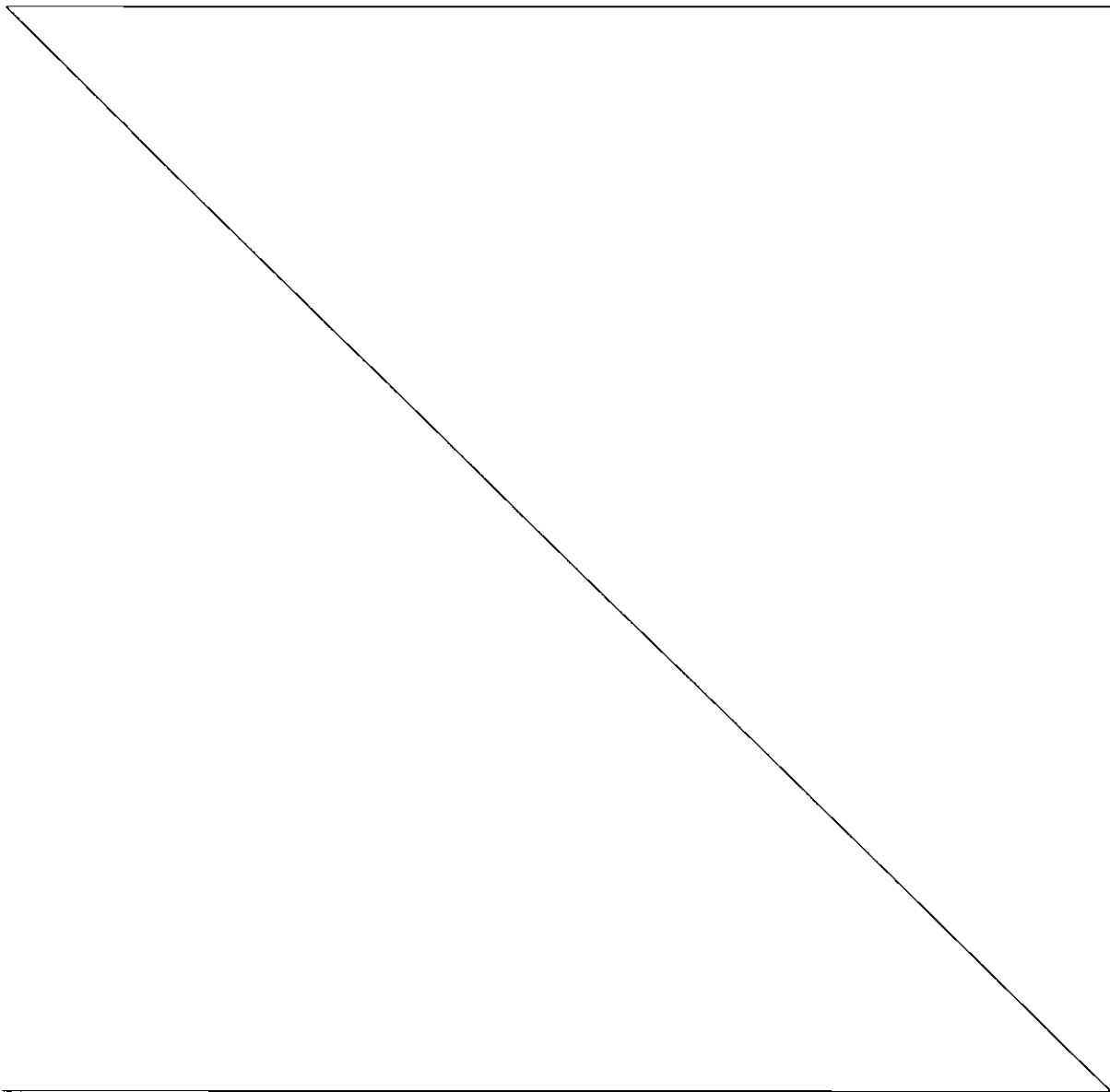
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Ashley Mass
[1st Witness' Signature]

Ashley Mass
[Type or Print Name]

CARMALITA DOWLING
[2nd Witness' Signature]

Carmalita Dowling
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

Stan J GARCZYNSKI
[Type or Print Name]

owner
[Title]

STATE OF FLORIDA

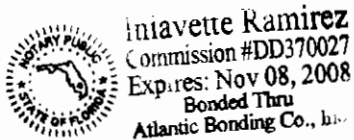
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 6th day of July 2008 by Stan Garczyński 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]

Innavette Ramirez
[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. Covert, Esquire



Bean, Whitaker, Lutz & Kareh, Inc.

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

A Parcel of Land
Lying in
Section 21, Township 43 South, Range 25 East,
Lee County, Florida
(Proposed Water Line Easement)

A tract or parcel of land situated in the State of Florida, County of Lee, Section 21, Township 43 South, Range 25 East and being part of Lot 9 of I-75/Bayshore Road Industrial Park according to the map or plat thereof as recorded in Plat Book 34 at Pages 42 through 45 of the Public Records of said Lee County, being more particularly described as follows:

Commencing at the southwesterly most corner of said Lot 9 of I-75/Bayshore Road Industrial Park; thence N00°04'23"E along the east line of an ingress/egress easement being the east right-of-way line of East Street N.E. (60.00 feet wide) for 176.00 feet to the Point of Beginning; thence continue N00°04'23"E along the east line of said East Street N.E. for 0.68 feet to an intersection with the north right-of-way line of Mercantile Street N.E. (60.00 feet); thence continue N00°04'23"E along the east line of said ingress/egress easement for 10.41 feet to the beginning of a curve concave to the southeast having a radius of 90.00 feet; thence northerly and northeasterly along said curve and along the east line of said ingress/egress easement through a central angle of 05°41'02" for 8.93, said curve having a chord bearing of N02°55'02"E and a chord distance of 8.92 feet; thence S89°55'37"E departing said east line of said ingress/egress easement for 14.56 feet; thence S00°04'28"W for 20.00 feet; thence N89°55'37"W for 15.00 feet to the Point of Beginning.

Said parcel contains 300 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 record plat of I-75/Bayshore Road Industrial Park as recorded in Plat Book 34, Pages 42 through 45, with the east right-of-way line of East Street N.E. as bearing N00°04'23"E.

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



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

32547_WATER_EASE

06/07/06

PRINCIPALS
WILLIAM E BEAN, PSM CHAIRMAN
SCOTT C WHITAKER PSM, PRESIDENT
JOSEPH L LUTZ, PSM
AHMAD R KAREH, PE, MSCE VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

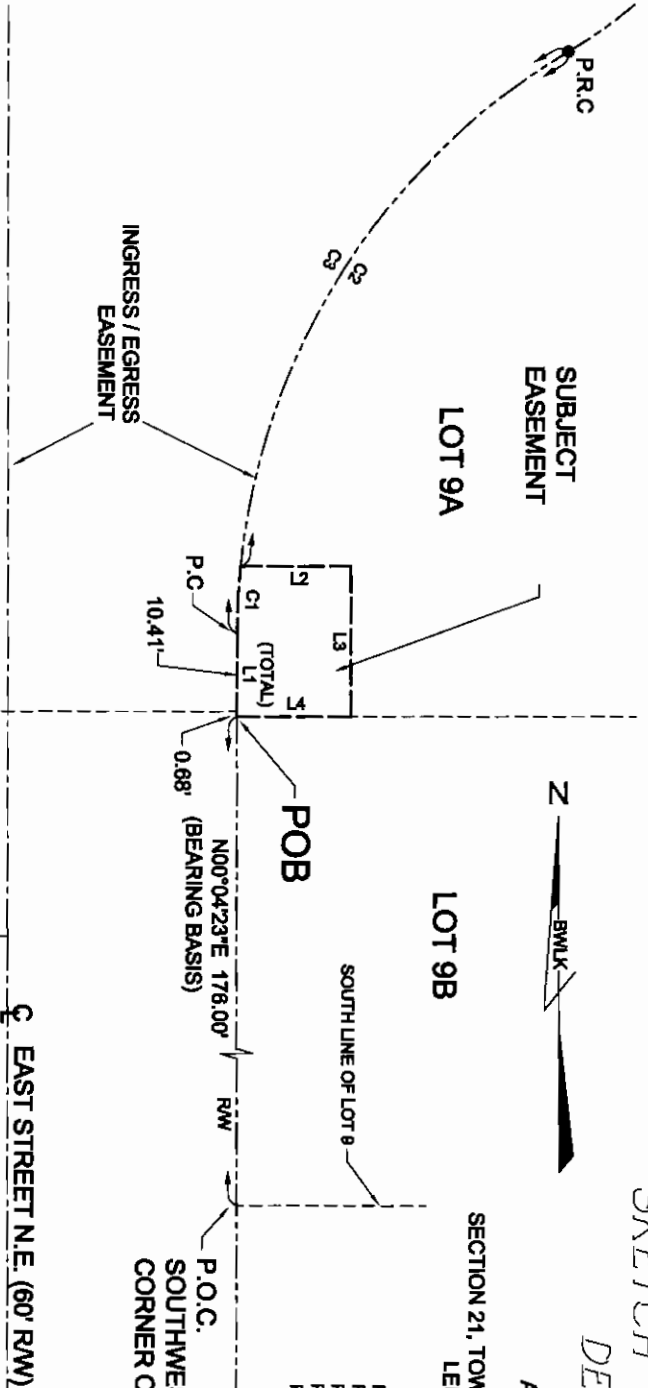


ASSOCIATES.
TRACY N BEAN, AICP
W BRITT POMEROY, JR, PSM
STEPHEN H SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A HESSLER PSM
JAMES R COLEMAN, PSM
RUDOLF A NORMAN, PE

SKETCH TO ACCOMPANY
DESCRIPTION

OF
A PARCEL OF LAND
LYING IN
SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.C. = POINT OF CURVE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVE



LINE	BEARING	DISTANCE
L1	N00°04'23"E	11.09'
L2	S89°55'37"E	14.56'
L3	S00°04'28"W	20.00'
L4	N89°55'37"W	15.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	90.00'	05°41'02"	8.93'	4.47'	8.92'	N02°55'02"E
C2	90.00'	53°14'28"	83.63'	45.11'	80.85'	N32°22'47"E
C3	90.00'	59°55'29"	92.56'	50.84'	88.53'	N29°32'18"E

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

§ EAST STREET N.E. (60' RW)

MERCANTILE ST N.E.
(60' RW)

P.O.C.
SOUTHWESTERLY MOST
CORNER OF LOT 9

PROPOSED WATERLINE EASEMENT

THIS IS NOT A SURVEY
BEAN, WHITAKER, LUTZ & KAREH, INC.
SCOTT C. WHITAKER, P.S.M., NO. 184324
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA

Bean, Whitaker, Lutz & Kareh, Inc. (29 4919)
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 MCCREGOR BOULEVARD, FORT MYERS, FLORIDA 33916-8910 (239) 461-1331

NO. OF SHEETS	PROJECT NO.	DRAWN BY	SCALE	SHEET	DATE
08-07-2008	32547	JLN	1" = 20'	2 OF 2	5-14

21-43-25