

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

Blue Sheet No. 20061191-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of water and gravity main extensions and eight (8) 4" diameter fire lines to provide potable water service, fire protection and sanitary sewer service to *MOODY RIVER ESTATES, PARCELS 'A-1' AND 'A-5'*, two phases of a multi-phased residential development. This is a Developer Contributed asset project located on the south side of Hancock Bridge Parkway between Moody Road and Skyline Drive, approximately 1.25 miles west of N. Cleveland Avenue.

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 - **C10C** **5. Meeting Date:** **SEP 26 2006**

6. Agenda:	7. Requirement/Purpose (specify)	8. Request Initiated:			
			<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
			<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Public Works</u>
			<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division <u>Utilities</u>
			<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other <u>Approval</u>	By: <u>Douglas L. Meurer</u> <u>9-7-2006</u>
<input type="checkbox"/> Walk-On		Douglas L. Meurer P.E., Util Director			

9. Background:

The Board granted permission to construct on 06/14/05, Blue Sheet #20050553.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.
 Record Drawings have been provided.
 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 Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 10 TOWNSHIP 44S 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.	
<u>J. Lavender</u> Date: <u>9/11/06</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>9/7</u>	<u>TS</u> S. Covert Date: <u>9/12/06</u>	<u>elw</u> 9-13-06	<u>or</u> 9/12/06	<u>PS</u> 9/3/06	<u>MM</u> 9/13/06	<u>J. Lavender</u> Date: <u>9/11/06</u>

11. Commission Action:

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

RECEIVED BY COUNTY ADMIN: MP
 9/12/06 4:35 mp.
 COUNTY ADMIN FORWARDED TO: MP
 9/11/06 3PM

Rec. by CoAtty
 Date: 9/12/06
 Time: 3:05 pm
 Forwarded to:
4:30 PM
9/12/06

RESOLUTION NO.

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

WHEREAS, it is the desire of "Colonial Homes, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (potable water, eight four inch diameter fire lines), and sewer facilities (a gravity main extension, sanitary sewer), serving "Moody River Estates, Parcels 'A-1' and 'A-5'"; 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 **\$241,541.16** 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 20061191-UTL

COPY

LETTER OF COMPLETION

DATE: 2/20/2006

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

Gentlemen:

This is to certify that the **water distribution and sanitary sewer** systems located in
Moody River Estates Parcel A-1
(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 , Pressure Test(s) - Water Main , Low Pressure Test(s) - Gravity Main
and TV Inspection, Mandrill - Gravity Main**

Very truly yours,

Strickland T. Smith, P.E. of Heidt and Associates, Inc.
(Owner or Name of Corporation/Firm)


(Signature)

Vice President
(Name and Title)

(Seal of Engineering Firm)

COPY

LETTER OF COMPLETION

DATE: 4/11/2006

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

Gentlemen:

This is to certify that the **water distribution and sanitary sewer** systems located in
Moody River Estates Parcel A-5
(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 , Pressure Test(s) - Water Main , Low Pressure Test(s) - Gravity Main
and TV Inspection, Mandrill - Gravity Main**

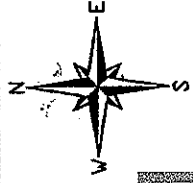
Very truly yours,

Strickland T. Smith, P.E. of Heidt and Associates, Inc.
(Owner or Name of Corporation/Firm)


4.11.06
(Signature)

Vice President
(Name and Title)

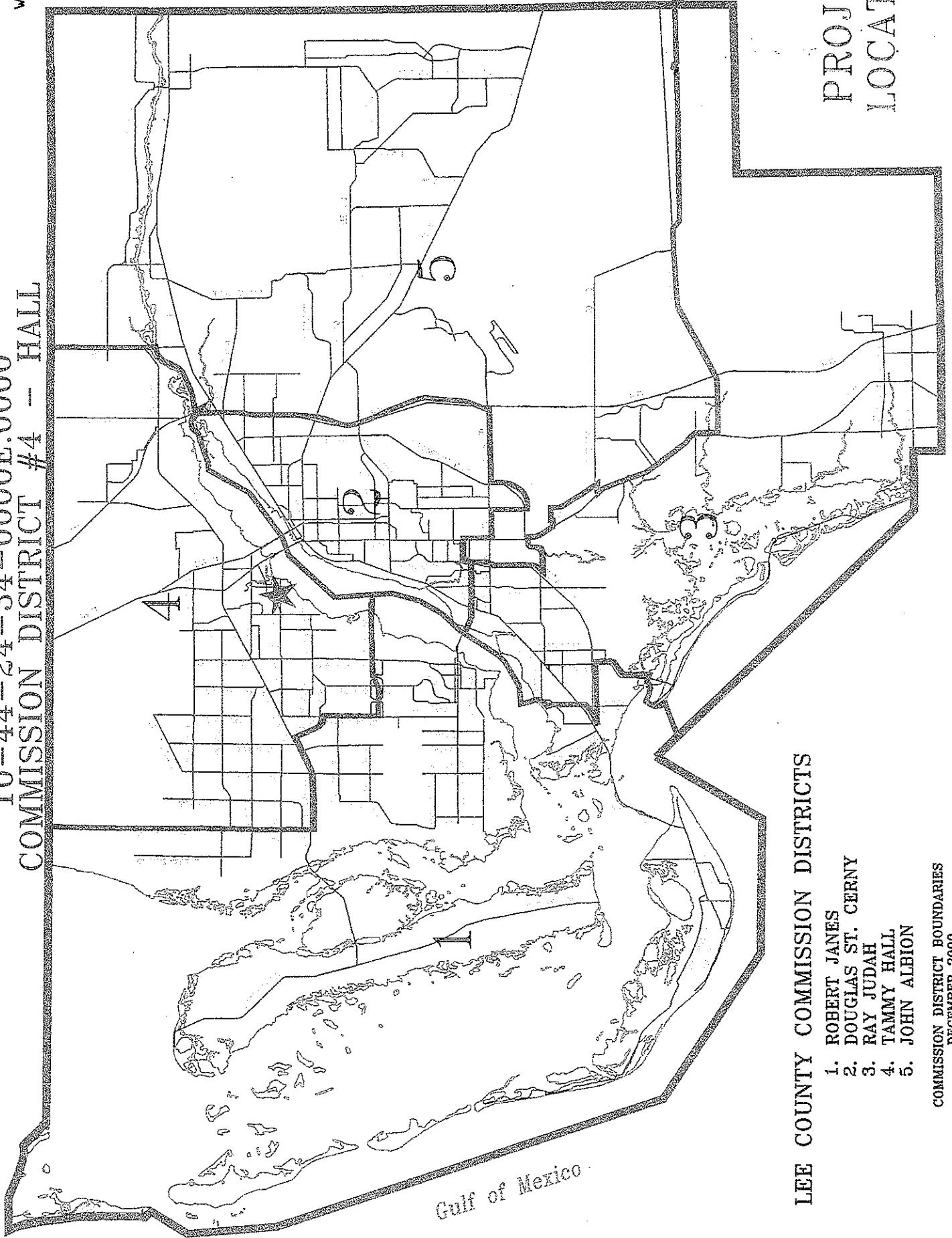
(Seal of Engineering Firm)



COPY

**PROJECT
LOCATION**

**MOODY RIVER ESTATES, PARCELS 'A-1' & 'A-5'
10-44-24-34-0000E.0000
COMMISSION DISTRICT #4 - HALL**



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 and sewer systems of Moody River Estates Parcel (A-1) 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.

Haleakala Construction, Inc.

(Contractor/Company Name)

Brenda K. Merchant, Authorized Agent

(Authorized Representative, Title)

BY: 

(Signature)

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 27th day of October, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

LINDA MAHON
Printed Name of Notary Public



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of One Hundred Eighty-four Thousand Seven Hundred Twenty-one Dollars and 52/100(\$184,721.52) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Colonial Homes, Inc. on the job of Moody River Estates, Parcel 'A-1' to the following described property:

Moody River Estates, Parcel 'A-1'
(Name of Development/Project)

Water Distribution System and Gravity Collection System
(Facilities Constructed)

Silver Thorn Loop
(Location)

10-44-24-34-0000E.0000
(Strap # or Section, Township & Range)

Dated on: August 10, 2006

By: [Signature]
(Signature of Authorized Representative)

Haleakala Construction, Inc.
(Name of Firm or Corporation)

By: Brenda K. Merchant
(Print Name of Authorized Representative)

5758 Taylor Road
(Address of Firm or Corporation)

Title: Authorized Agent

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)598-1968 Ext.

Fax#: (239)598-9418

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 11 th day of August, 2006 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Linda Mahon
(Printed Name of Notary Public)

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of
Fifty six thousand eight hundred nineteen dollars and 64/100's(\$56,819.64) hereby waives and
releases its lien and right to claim a lien for labor, services, or materials furnished to Colonial Homes,
Inc.. on the job of Moody River Estates Parcel A-5 to the following described property:

Moody River Estates Parcel A-5
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

Lee Way Court
(Location)

10-44-24-34-0000E.0000
(Strap # or Section, Township & Range)

Dated on: April 7, 2006

By: [Signature]
(Signature of Authorized Representative)

Haleakala Construction Company
(Name of Firm or Corporation)

By: Brenda K. Merchant
(Print Name of Authorized Representative)

5758 Taylor Road
(Address of Firm or Corporation)

Title: Authorized Agent

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)598-1968 Ext.

Fax#: (239)598-9418

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 7 th day of April, 2006 by
Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

 **Linda Mahon**
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number)

Linda Mahon
(Printed Name of Notary Public)

RECEIVED APR 11 2006

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)

Brenda Merchant, Authorized Agent
(Name & Title of Certifying Agent)

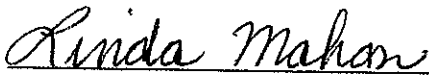
Haleakala Construction Company
(Name of Firm or Corporation)

5758 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 14 th day of February, 2006 by Brenda Merchant who ~~has produced the following as identification -~~ is personally known to me, and who did not take an oath.



Notary Public Signature

LINDA MAHON
Printed Name of Notary Public

DD177119
Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

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CERTIFYING:

X

(Signature of Certifying Agent)

Brenda K. Merchant, Authorized Agent
(Name & Title of Certifying Agent)

Haleakala Construction Company
(Name of Firm or Corporation)

5758 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF COLLIER)

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Linda Mahon
Notary Public Signature

Linda Mahon
Printed Name of Notary Public

DD177119
Notary Commission Number



(NOTARY SEAL)

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CERTIFYING:

X

(Signature of Certifying Agent)

Brenda Merchant, Authorized Agent
(Name & Title of Certifying Agent)

Haleakala Construction Company
(Name of Firm or Corporation)

5758 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF Collier)

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Linda Mahon

Notary Public Signature

LINDA MAHON

Printed Name of Notary Public

DD177119

Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

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CERTIFYING:

X

[Signature]
(Signature of Certifying Agent)

Brenda K. Merchant, Authorized Agent
(Name & Title of Certifying Agent)

Haleakala Construction Company
(Name of Firm or Corporation)

5758 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

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[Signature]

Notary Public Signature

Linda Mahon
Printed Name of Notary Public

DD177119
Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061191-UTL

**PROJECT NAME: MOODY RIVER ESTATES,
PARCELS "A-1" AND "A-5"**

EASEMENT NAME: COLONIAL HOMES, INC

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

Strap Number(s):

10-44-24-34-000E.0000

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 "**COLONIAL HOMES, 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 20061191-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.

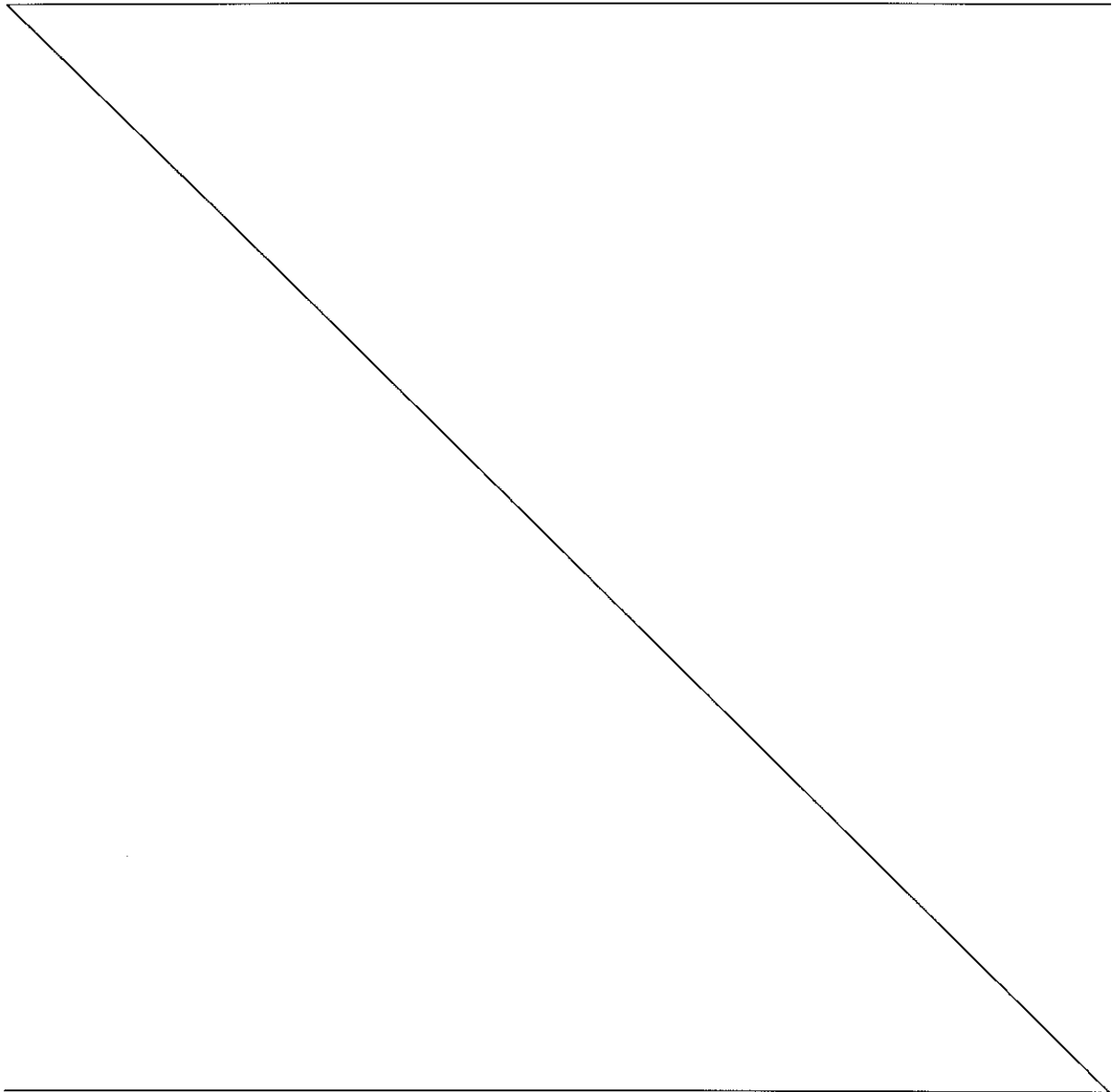
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Michele Rogers

[1st Witness' Signature]

Michele Rogers

[Type or Print Name]

Rachel Flaherty

[2nd Witness' Signature]

Rachel Flaherty

[Type or Print Name]

BY:

Alan S. Ferrior

[Signature Grantor's/Owner's]

Alan S. Ferrior

[Type or Print Name]

President

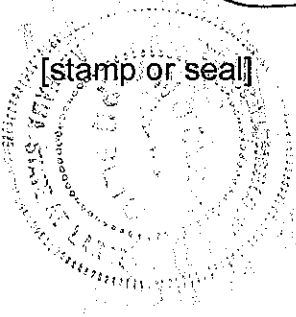
[Title]

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Montgomery

The foregoing instrument was signed and acknowledged before me this 6th day of December 2025 by ^{Alan S.} Ferrior who produced the following as identification or is personally know to me,

and who did/did not take an oath.



[stamp or seal]

Tracy Harlow

[Signature of Notary]

Tracy Harlow

[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

