

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one Utility Easement, as a donation of one 6" diameter fire line, one fire hydrant, two 2" diameter water services and a sewer lateral to provide potable water service, fire protection and sanitary sewer service to *Peace Lutheran Church*, a recently constructed place of worship. This is a Developer Contributed asset project located on the northwest corner of McGregor Blvd. and Thornton Road.

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 **C10D**

5. Meeting Date: ~~NOV 1~~ **NOV 14 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: *Douglas L. Meurer* 10-26-2006
Douglas L. Meurer, P.E., Director

9. Background:

Fire lines, fire hydrants, water services, and sewer laterals 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.

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

SECTION 36 TOWNSHIP 45S RANGE 23E 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	Mgr.	
<i>J. Lavender</i> Date: 10-27-06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 10/26	<i>S. Covert</i> S. Covert Date: 10/30/06	<i>elw</i> 10-30-06	<i>ws</i> 10/30/06	<i>ry</i> 10/30/06	<i>jk</i> 10/30/06	<i>J. Lavender</i> Date: 10-27-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *JW*
10/30/06
10:45 AM.
COUNTY ADMIN FORWARDED TO: *JK*
10/31/06
nucm

Rec. by CoAtty
Date: 10/31/06
Time: 4:00 pm
Forwarded To: *County Admin*
10/30/06 9:23am

RESOLUTION NO.

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

WHEREAS, it is the desire of "Peace Lutheran Church of Fort Myers, 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, two inch diameter water services), and sewer facilities (sewer lateral, sanitary sewer), serving "PEACE LUTHERAN CHURCH"; 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 **\$20,223.00** 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 20061447-UTL

COPY

LETTER OF COMPLETION

DATE: 2/13/2006

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) , water distribution system sewer service(s)** located in
Peace Lutheran Church Project
(Name of Development/Project)

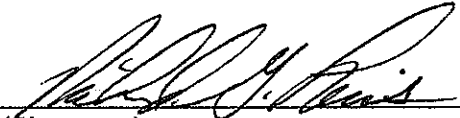
was designed by me and has been constructed in conformance with:
the revised plans, attached and the approved specifications

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,

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



(Signature)

Richard G. Lewis, P.E - Principal Engineer
(Name and Title)

(Seal of Engineering Firm)

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Peace Lutheran Church 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.

Michael Sappah
 (Name of Owner/Contractor)

BY: *Michael Sappah*
 (Signature of Owner/Contractor)

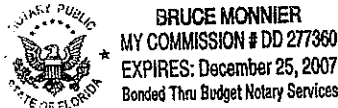
STATE OF FL)
) SS:
 COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 11 th day of MAY, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Bruce Monnier
 Notary Public Signature

Bruce Monnier
 Printed Name of Notary Public

(Notary Seal & Commission Number)



COPY

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Twenty Thousand Two Hundred Twenty-Three and 00/100(\$20,223.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Peace Lutheran Church of Fort Myers, Inc. on the job of Peace Lutheran Church to the following described property:

Peace Lutheran Church

(Name of Development/Project)

15840 McGregor Blvd.

(Location)

Water Main Extension,

Fire Line up to and including 1st OS and Y valve,
Fire Hydrant(s) and Water /or Sewer Service(s)

(Facilities Constructed)

36-45-23-00-00021.0010

(Strap # or Section, Township & Range)

Dated on: July 7, 2006

By: *Michael Sappah*

(Signature of Authorized Representative)

B. J. Enterprises, Inc.

(Name of Firm or Corporation)

By: Michael Sappah

(Print Name of Authorized Representative)

8102 Grady Drive

(Address of Firm or Corporation)

Title: President

North Fort Myers, FL 33917-

(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

Fax#: (239)731-2333

STATE OF FL)

) SS:

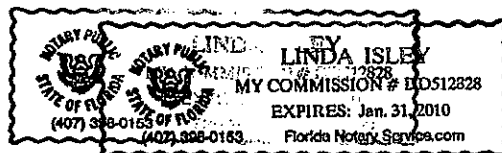
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 7th day of July, 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)



RECEIVED JUL 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 *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)

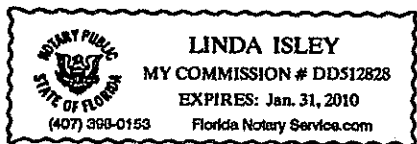
The foregoing instrument was signed and acknowledged before me this 7th day of July, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

Linda Isley
Notary Public Signature

Linda Isley
Printed Name of Notary Public

DD512828
Notary Commission Number

(NOTARY SEAL)



RECEIVED JUL 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 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 9 th day of May, 2005 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

Notary Commission Number

(NOTARY SEAL)



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number **0 1 2 3 4 5 6 7 8 9 0123456789**
 (If Parcel ID not available please call County Property Appraiser's Office) → **36452300000210010**

2. Mark (x) all that apply
 Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →
 3. Grantor (Seller): **EASEMENT: BS 20061447 PEACE LUTHERAN CHURCH OF FORT MYERS, INC**

Last First MI Corporate Name (if applicable)
15840 MCGREGOR BLVD FORT MYERS FL 33908

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

4. Mailing Address City State Zip Code Phone No.
 5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code
11 14 2006 \$ \$10 . 00 46
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
 Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **. 00**
 12. Amount of Documentary Stamp Tax \$ **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.

Signature of Grantor or Grantee or Agent *William O. ...* Date 10/26/06

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

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. 20061447-UTL

PROJECT NAME: PEACE LUTHERAN CHURCH

**EASEMENT NAME: PEACE LUTHERAN CHURCH OF
FORT MYERS FLORIDA INC.**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

36-45-23-00-00021.0010
36-45-23-03-0000G.0040

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 "PEACE LUTHERAN CHURCH OF FORT MYERS FLORIDA 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 20061447-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.

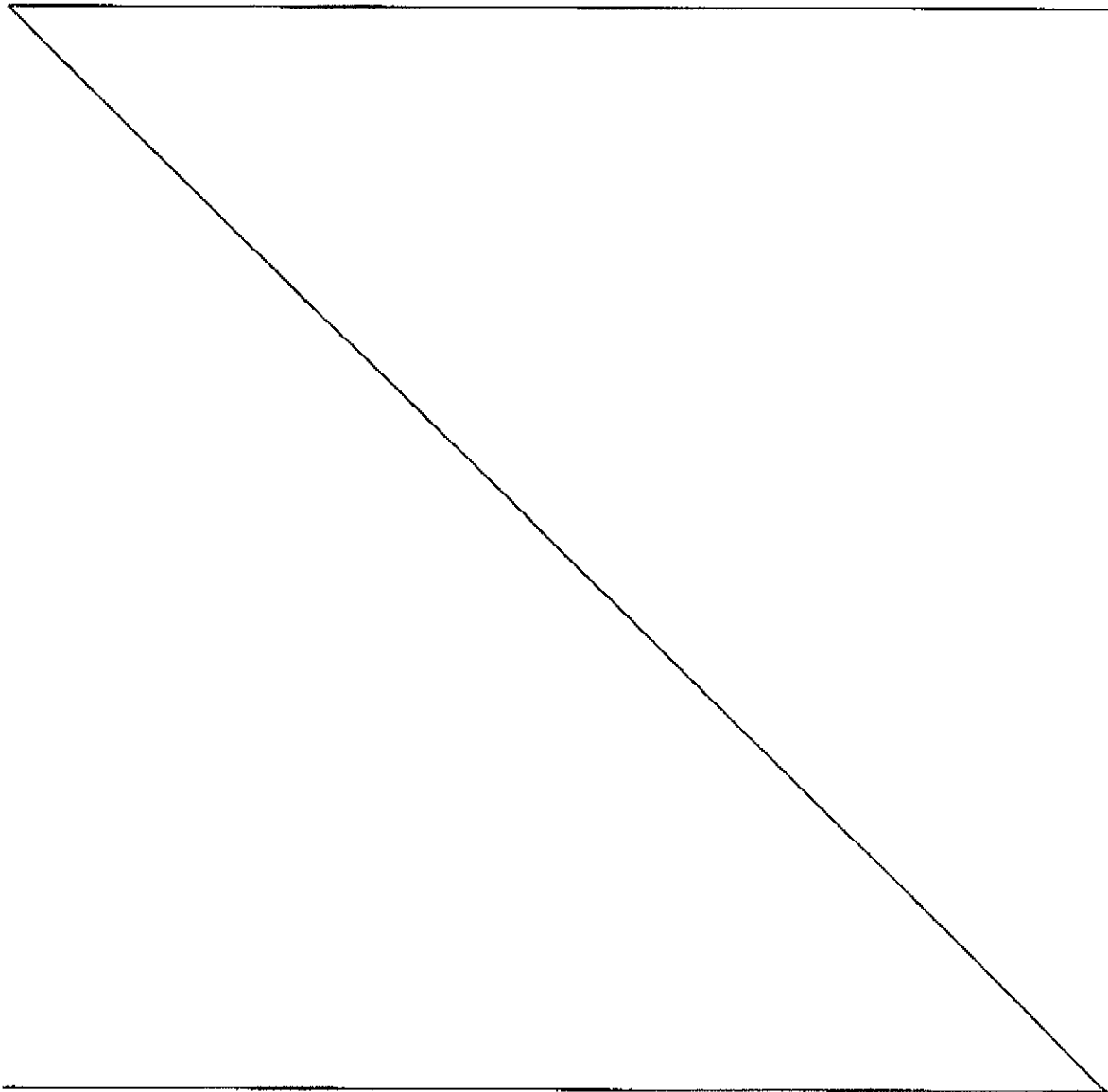
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness' Signature]

SCOTT FANDRICH
[Type or Print Name]

Nicole Germinario
[2nd Witness' Signature]

Nicole Germinario
[Type or Print Name]

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

FRANKLIN C. WARNER
[Type or Print Name]

Chair Building Committee
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 14 day of June 2005 by Frank Warner who produced the following as identification personally known or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Teri A. Burleigh
MY COMMISSION # DD155714 EXPIRES
November 6, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]

[Signature of Notary]

Teri A. Burleigh

[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

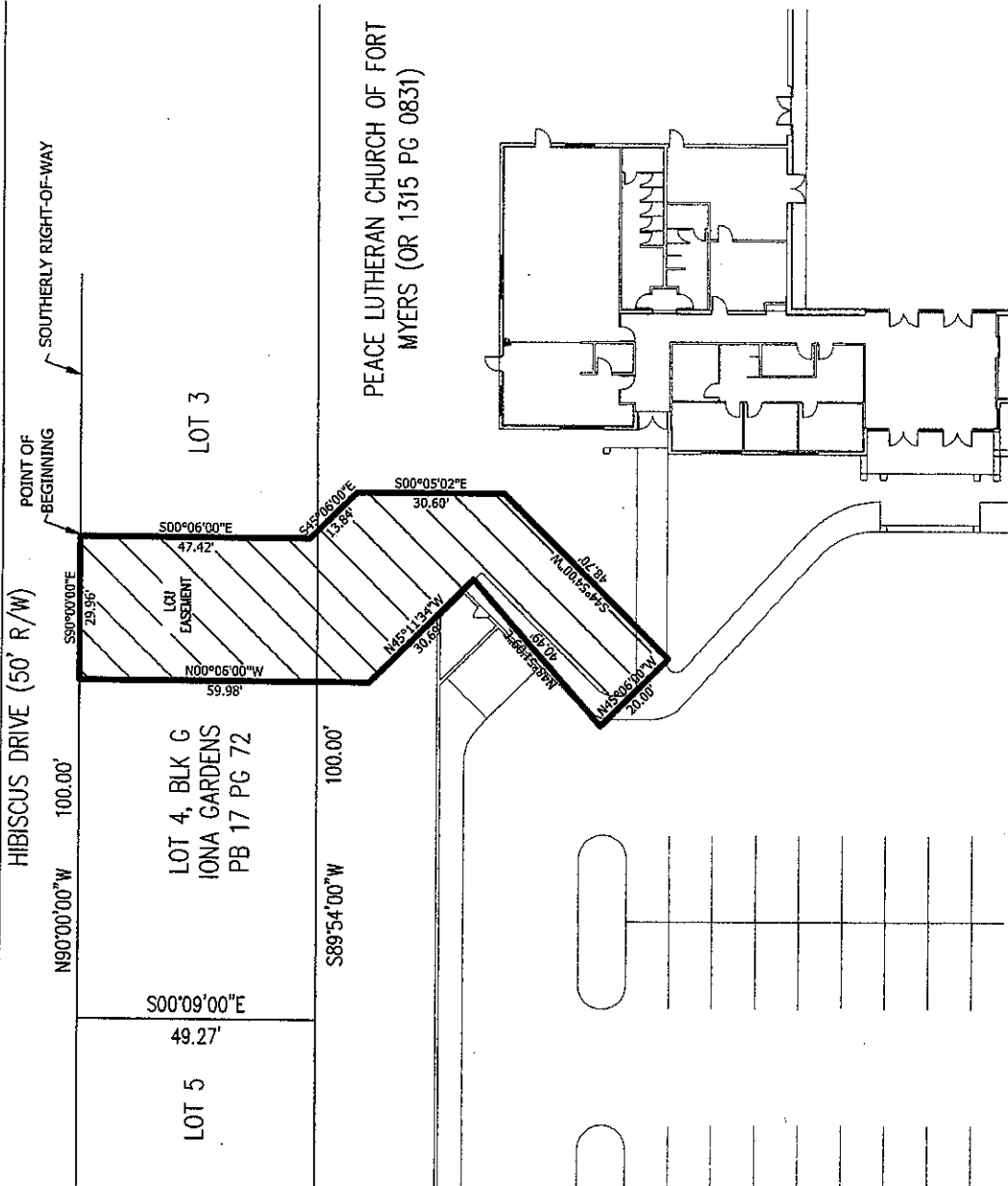
BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

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

SKETCH & DESCRIPTION

NOT A SURVEY



LCU UTILITY EASEMENT

A PORTION OF LOT 4 BLOCK G, IONA GARDENS, PB 17 PG 72, AND SECTION 26, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK "G", IONA GARDENS SUBDIVISION, RECORDED IN PLAT BOOK 17, PAGE 72 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING ALSO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIBISCUS DRIVE (50 FOOT R/W); THENCE RUN S00°06'00"E FOR 47.42 FEET; THENCE RUN S44°54'00"E FOR 13.84 FEET; THENCE RUN S00°05'02"E FOR 30.60 FEET; THENCE RUN S44°54'00"W FOR 48.70 FEET; THENCE RUN N45°06'00"W FOR 20.00 FEET; THENCE RUN N48°51'09"E FOR 40.49 FEET; THENCE RUN N45°11'34"W FOR 30.69 FEET; THENCE RUN N00°06'00"W FOR 59.98 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIBISCUS DRIVE (50 FOOT R/W); THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE S90°00'00"E FOR 29.98 FEET TO THE POINT OF BEGINNING.

LEGEND:
 PB- PLAT BOOK
 PG- PAGE
 OR- OFFICIAL RECORDS
 R/W- RIGHT OF WAY
 LCU- LEE COUNTY UTILITY

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DESCRIPTION REPRESENTED HEREON, MADE UNDER MY DIRECTION ON AUGUST 4, 2006 IS IN ACCORDANCE WITH MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

STOUTEN SURVEYING & ASSOCIATES, INC.
 4423 SE 11th Place, Unit 12, Cape Coral, FL 33904
 Phone: (889) 842-7499 Fax: (889) 842-2891
 www.stoutensurveying.com

C:\land\PEACE LUTHERAN CHURCH\LOT EASEMENT 83-3-06.dwg 8/7/2006 10:42:58 PM EST