

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

Blue Sheet No. 20070488-UTL

1. ACTION REQUESTED/PURPOSE:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of a water main extension, one 10" diameter fire line, and a force main connection to provide potable water service, fire protection and sanitary sewer service to *ASAP Storage*, a recently constructed commercial building. This is a Developer contributed asset and the project is located on the east side of Indian Paint Lane approximately 1/8 mile south of Daniels Parkway.

2. FUNDING SOURCE:

No funds required.

3. WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: 10 - Utilities CIOH		6. Meeting Date: APR 24 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other <u>Approval</u>	9. Request Initiated: Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas L. Meurer</u> 4-5-2007 Douglas L. Meurer, P.E., Director

10. Background:

The Board granted permission to construct on 09-12-06, Blue Sheet #20061119.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
Satisfactory pressure and bacteriological testing has been completed.
Satisfactory pressure testing of the force main 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 No. OD5360748700.504930
(Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 22 TOWNSHIP 45S RANGE 25E DISTRICT # 5 COMMISSIONER MANN

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>4/6/07</u>	N/A Date:	N/A Date:	<u>T.O.</u> T. Osterhout Date: <u>4/5</u>	<u>S. Covert</u> S. Covert Date: <u>4/9/07</u>	<u>RK</u> 4/11/07	<u>W</u> 4/11/07	<u>PR</u> 4/10/07	<u>J. Lavender</u> Date: <u>4/11/07</u>	<u>J. Lavender</u> Date: <u>4/11/07</u>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>RK</u>
<u>4-10-07</u>
<u>1pm</u>
COUNTY ADMIN FORWARDED TO: <u>PR</u>
<u>4-11-07</u>
<u>11:00am</u>

Rec. by CoAtty
Date: <u>4/9/07</u>
Time: <u>10:30am</u>
Forwarded To: <u>Admin</u> <u>4/9/07 4pm</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "ASAP STORAGE ON INDIAN PAINT LANE, LLC" owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension, one 10" diameter fire line), and sewer facilities (a force main connection), serving "ASAP STORAGE"; 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 **\$44,101.25** 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 Brian Bigelow: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner Frank Mann: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20070488 - UTL

COPY

LETTER OF COMPLETION

DATE: 1/30/2007

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 ,
fire line up to and including 1st OS + Y valve(s) , fire hydrant(s)** located at
ASAP Storage
(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:
Pressure Test(s) - Water Main , Pressure Test(s) - Force Main and Bacteriological Test ,

Very truly yours,

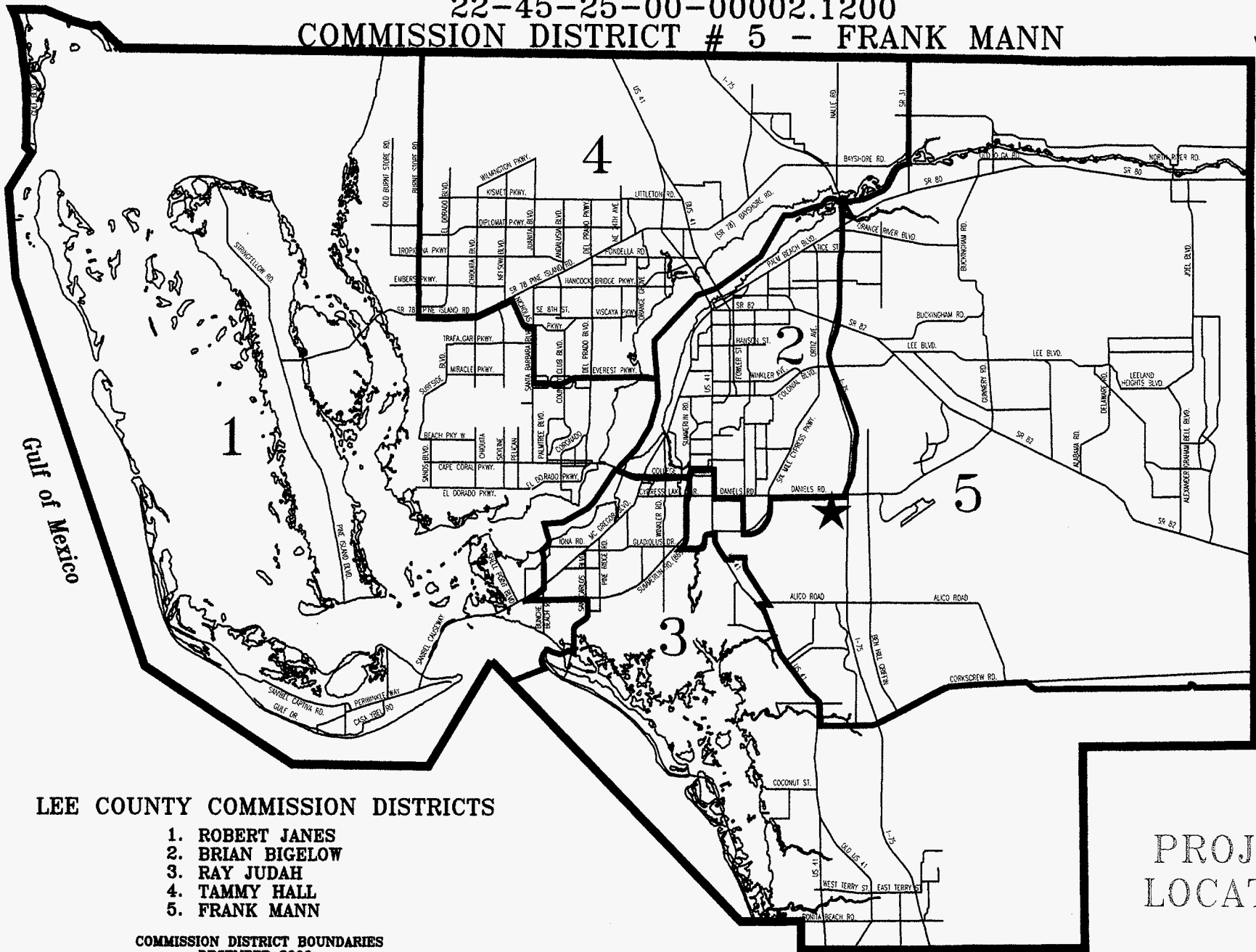
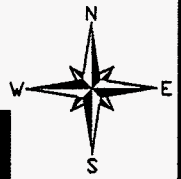
Quattrone & Associates, Inc.
(Owner or Name of Corporation/Firm)

(Signature)


James D. Ottensmann, PE
Senior Engineer
(Name and Title)

(Seal of Engineering Firm)

ASAP STORAGE
22-45-25-00-00002.1200
COMMISSION DISTRICT # 5 - FRANK MANN



COPY

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. BRIAN BIGELOW
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. FRANK MANN

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

COPY

WARRANTY

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

B.J. Enterprises, Inc.
(Contractor/Company Name)

Michael Sappah, President
(Authorized Representative, Title)

BY: *Michael Sappah*
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29th day of January, 2007 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



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

(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 Fourty Four Thousand One Hundred One & 25/100's (\$44,101.25) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to ASAP Storage on Indian Paint Lane LLC on the job of ASAP Storage to the following described property:

ASAP Storage
(Name of Development/Project)

13701 Indian Paint Lane
(Location)

Force Main Extension/Connection and
Water Main Extension
(Facilities Constructed)

22-45-25-00-00002.1200
(Strap # or Section, Township & Range)

Dated on: January 3, 2007

By: *Michael Sappah*
(Signature of Authorized Representative)

By: Michael Sappah
(Print Name of Authorized Representative)

Title: President

Phone #: (239)731-2333 Ext.

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)731-5205

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29 th day of January, 2007 by Michael Sappah who is personally known to me - _____, and who did not take an oath.



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

Bruce Monnier
(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

(Notary Seal & Commission Number)

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 Drive
(Address of Firm or Corporation)

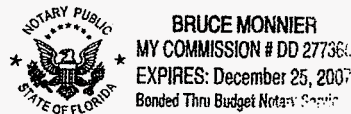
N. Fort Myers, FL 33917 -

STATE OF FL.)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29th day of January, 2007 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 Commission Number

(NOTARY SEAL)

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 Drive
(Address of Firm or Corporation)

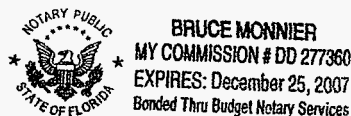
N. Fort Myers , FL 33917 -

STATE OF FL.)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29th day of January, 2007 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 Commission Number

(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. 20070488-UTL

PROJECT NAME: ASAP STORAGE

**EASEMENT NAME: ASAP STORAGE ON INDIAN
PAINT LANE, LLC**

TYPING BY: *Sue Gulledge*

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

Strap Number(s):

22-45-25-00-00002.1200

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2007, by and between "**ASAP STORAGE ON INDIAN PAINT LANE, LLC**" 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 20070488-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.

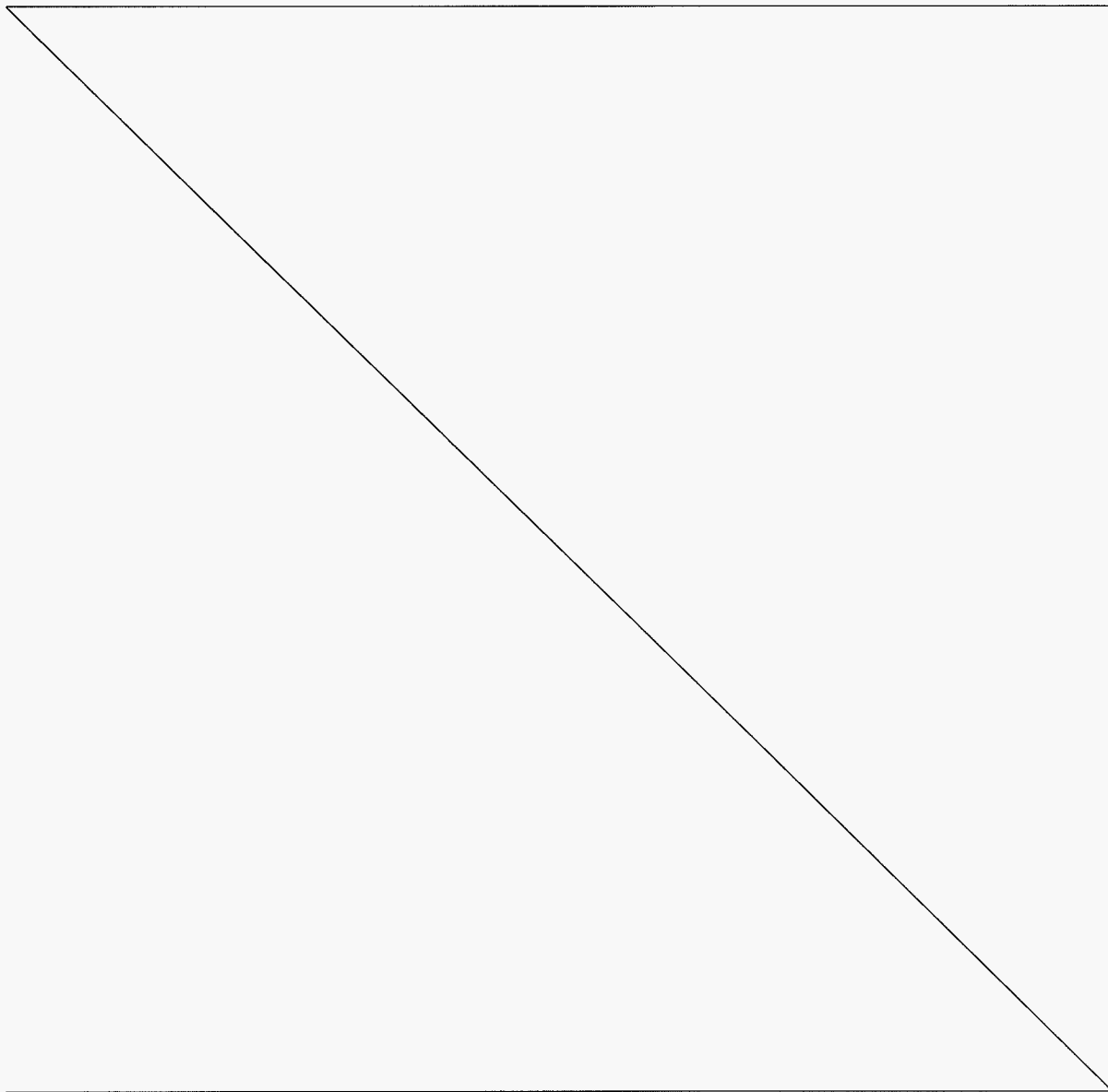
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Al Quattrone
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Teresa George
[Type or Print Name]

BY: [Signature]

[Signature Grantor's/Owner's]

J.E. Santaularia

[Type or Print Name]

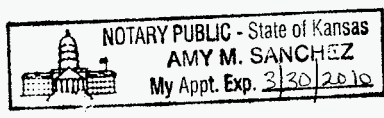
Owner

[Title]

STATE OF ~~FLORIDA~~ ^{Kansas}
COUNTY OF Lee ^{Douglas}

The foregoing instrument was signed and acknowledged before me this 16th day of Feb 2007 by J.E. Santaularia 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]

Amy M. Sanchez
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

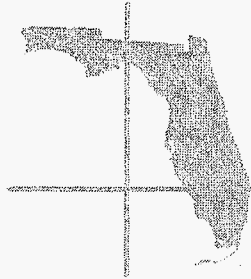
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

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



METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITIES EASEMENT)

AN EASEMENT ACROSS, OVER AND THROUGH A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE S.01°02'01"E. ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 22, A DISTANCE OF 661.11 FEET; THENCE S.89°33'58"W., A DISTANCE OF 614.90 FEET TO A POINT ON THE EAST LINE OF INDIAN PAINT LANE, A 60' ROADWAY EASEMENT; THENCE S.01°00'34"E. ALONG SAID EAST LINE OF INDIAN PAINT LANE, A DISTANCE OF 258.97 FEET TO THE POINT OF BEGINNING; THENCE N.88°59'26"E., A DISTANCE OF 33.03 FEET; THENCE S.01°00'34"E., A DISTANCE OF 20.00 FEET; THENCE S.88°59'26"W., DISTANCE OF 33.03 FEET TO A POINT ON THE EAST LINE OF INDIAN PAINT LANE; THENCE N.01°00'34"W. ALONG SAID EAST LINE OF INDIAN PAINT LANE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST BEING S.01°02'01"E.

METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

COPY

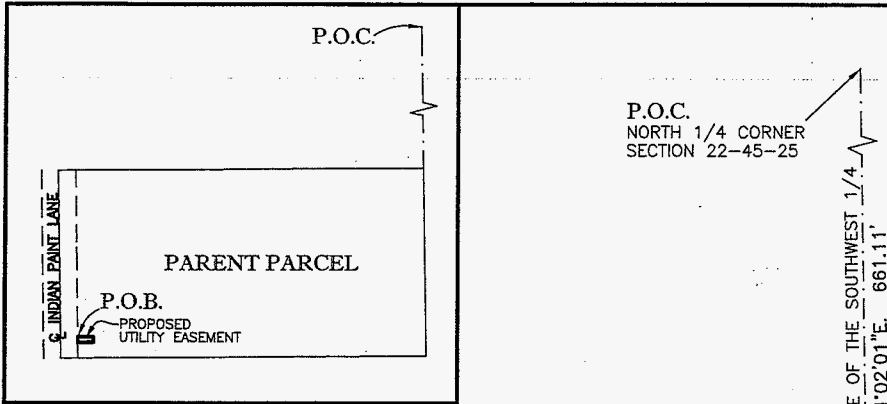
SKETCH TO ACCOMPANY DESCRIPTION

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

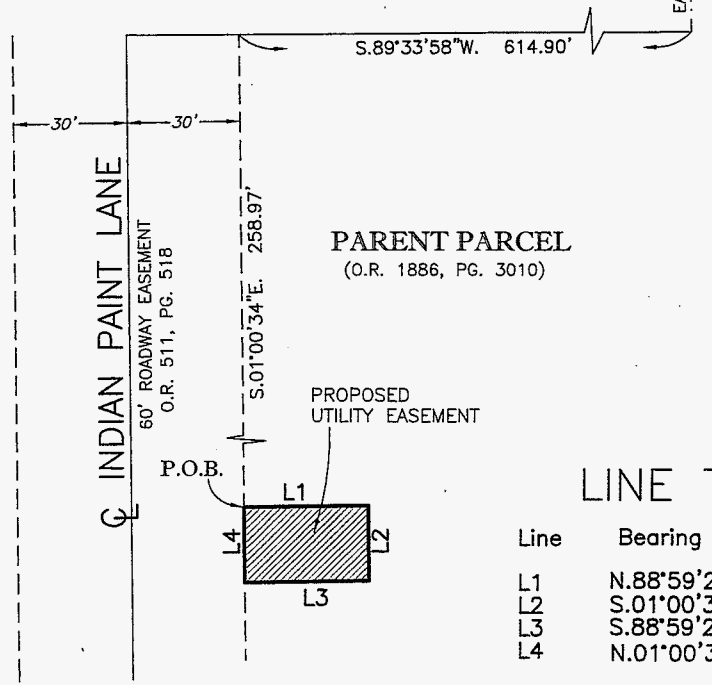
LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- F.P.L. = FLORIDA POWER AND LIGHT

* THIS IS NOT A SURVEY *




PARENT PARCEL DETAIL NOT TO SCALE



LINE TABLE

Line	Bearing	Distance
L1	N.88°59'26"E.	33.03'
L2	S.01°00'34"E.	20.00'
L3	S.88°59'26"W.	33.03'
L4	N.01°00'34"W.	20.00'


BY: 

DENIS J. O'CONNELL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 2/6/07

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

PROPOSED UTILITY EASEMENT

TITLE:		SKETCH	
		<h2>METRON</h2> <h3>SURVEYING & MAPPING</h3> <p>LAND SURVEYORS-PLANNERS LB# 7071</p>	
		10970 SOUTH CLEVELAND AVENUE, SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronfl.com	
FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
9454SK1.DWG	N/A	9454	2 OF 2
SKETCH DATE:	DRAWN BY:	SCALE:	CHECKED BY:
2-6-2007	MAC/JSM	1" = 40'	DJO
			(S-T-R)
			22-45-25