

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20020552-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one easement as a donation for one 4" diameter fire line and one fire hydrant serving **Holland Retail Center**. This is a Developer contributed asset project located on the south side of Plantation Park Court approximately 485' west of Plantation Road on the north side of Daniels Parkway.

WHY ACTION IS NECESSARY:

To provide fire protection to the recently constructed retail buildings.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 2

C10D

3. MEETING DATE:

06-04-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res., Easement _____

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 5/16/02

7. BACKGROUND:

Fire lines and hydrants do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.
 The installations have 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.
 Potable water and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Plantation Park Court.

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

SECTION 19 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST CERNY

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
J. Lavender Date: 5-17-02	N/A Date:	N/A Date:	T. Osterhout Date: 5-16	[Signature] Date: 5/17/02	[Signature] Date: 5/20/02	[Signature] Date: 5/20/02	[Signature] Date: 5/20/02	[Signature] Date: 5/20/02	J. Lavender Date: 5-17-02

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: **MAY 17 2002**
 Time: 3:00 pm
 Forwarded To:
 [Signature]
 Date: 5/17/02 3:55pm

RECEIVED BY
 COUNTY ADMIN.
 5-17-02
 4:25
 COUNTY ADMIN.
 FORWARDED TO:
 5/20 3:00

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Holland Associates, LLP, owner of record, to make a contribution to Lee County Utilities of water facilities (one 4" diameter fire line and one fire hydrant), serving "HOLLAND RETAIL CENTER"; 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 \$9,420.00 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 Janes(C):	_____	(1)
Commissioner St. Cerny:	_____	(2)
Commissioner Judah (V-C)	_____	(3)
Commissioner Coy:	_____	(4)
Commissioner Albion:	_____	(5)

DULY PASSED AND ADOPTED this _____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

COPY

LETTER OF COMPLETION

Date: 03/06/2002

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

Gentlemen:

This is to certify that the water hydrant system(s) is located in Holland Retail Center
_____ were designed by me and have been
constructed in conformance with:

the approved plans

the revised plans, attached

and:

the approved specifications

the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities:
Pressure Test

Very truly yours,

DAVID L. DOUGLAS, P.E.
(Owner or Name of Corporation)

(Signature)

(Title)

(Seal of Engineering Firm)

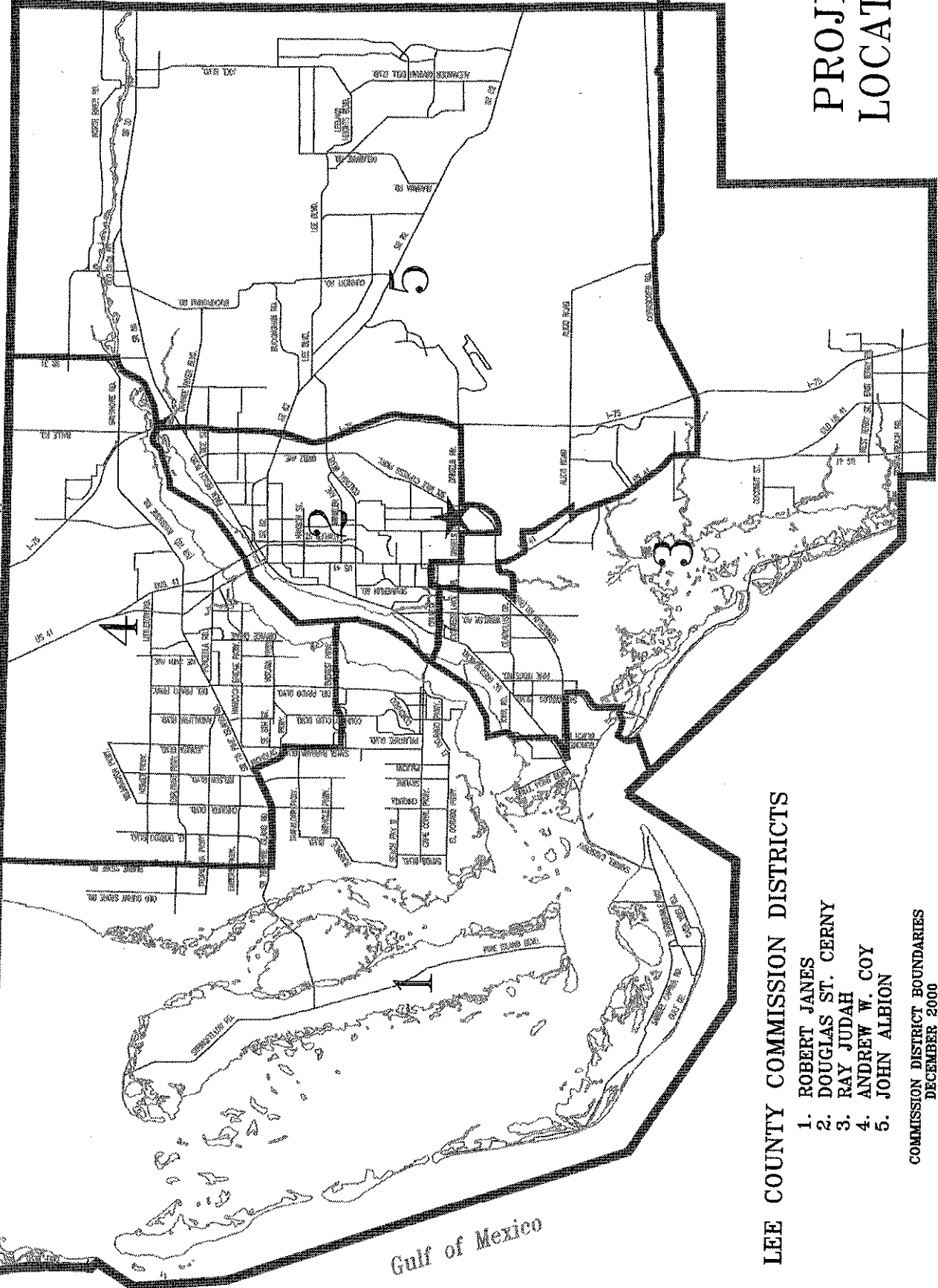
3/19/02

MAR 28 REC'D

COPY

PROJECT
LOCATION

HOLLAND RETAIL CENTER - FIRELINE & HYDRANT
19-45-25-17-00000.0020
COMMISSION DISTRICT #2 - ST CERNY



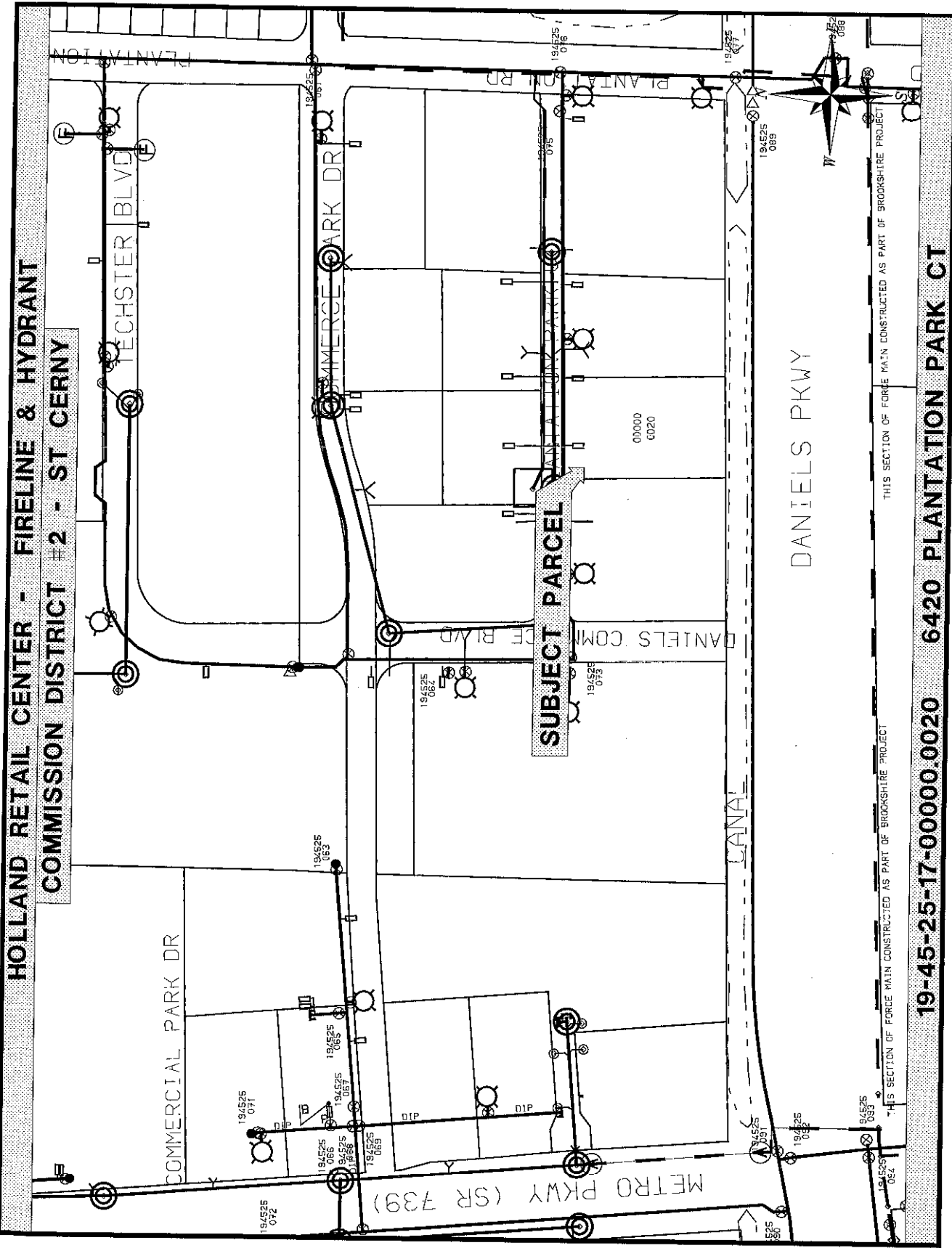
LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

COPY

HOLLAND RETAIL CENTER - FIRELINE & HYDRANT
COMMISSION DISTRICT #2 - ST CERNY



DANIELS PKWY

THIS SECTION OF FORCE MAIN CONSTRUCTED AS PART OF BROOKSHIRE PROJECT

19-45-25-17-00000.0020 6420 PLANTATION PARK CT

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development): HOLLAND RETAIL CENTER

6420 PLANTATION PK COURT FORT MYERS, FL STRAP# 19-45-25-17-00000.0020

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

(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keilling*
(SIGNATURE & TITLE)

ROBERT A. KEILLING - PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 6th day of MARCH, 2002 by ROBERT A. KEILLING who has produced PERSONALLY KNOWN TO ME
(Print or Type Name) (Type Of Identification and Number)

as identification, and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

CC900356 JAN. 6, 2004

Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(NOTARY SEAL)

COPY

11.4

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that ROBERT A. KELLING
as PRESIDENT, of CHRISTO, INCORPORATED,
for and in consideration of NINE THOUSAND FOUR HUNDRED TWENTY & NO/100 (\$ 9,420.00)
and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof
is hereby acknowledged, does hereby waive, release, remiss, and relinquish any and all right to claim any lien or liens for work
performed or material furnished, or any kind or class of lien whatsoever on the following described property:

HOLLAND RETAIL CENTER
6420 PLANTATION PKA COURT
FORT MYERS, FL STRAP# 19-45-25-17-00000.0020
(Please provide full name and location of development and a
description of the utility system constructed).

10" X 8" HOT TAP, 13 LF 8" PVC, FIRE HYDRANT,
4" FIRELINE W/ BACK FLOW TO SERVE NEW
COMMERCIAL BUILDING.

CHRISTO, INCORPORATED
4461-B HANCOCK BRIDGE PKWY.
N. FORT MYERS, FL 33903
(941)997-2823
NAME & ADDRESS OF FIRM OR CORPORATION

BY: *Robert A. Kelling*
AUTHORIZED REPRESENTATIVE
ROBERT A. KELLING - PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 6th day of MARCH, 2002
by ROBERT A. KELLING who has produced PERSONALLY KNOWN TO ME
(Print or Type Name) (Type Of Identification and Number)
as identification, and who (did) (did not) take an oath.

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public
CC900356 JAN. 6, 2004
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

(NOTARY SEAL)

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of _____, 2002, by and between Earl Holland /Holland Assoc. LLP Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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.

3. The public utility easement shall 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 his 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 shall 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 shall 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 of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the 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, shall indemnify and hold the GRANTEE harmless 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 location within the above-described easement.

Perpetual 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 or amended from time to time.

8. GRANTEE shall 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 roads. The easement is strictly for utility purposes.

10. This easement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Jason [Signature]
1st Witness

Earl P. Holland
Earl Holland
GRANTOR

Madeha O'Donnell
2nd Witness

Title: Owner

STATE OF Florida)

SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 19th day of March, 2002, by EARL HOLLAND
(Print or Type Name)

who has produced FLORIDA DRIVER'S LICENSE
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Yasmen D. Haro
Notary Public Signature

Yasmen D. Haro
Printed Name of Notary Public

CC 920260
Notary Commission Number
Perpetual Easement

(Notary Seal)
Yasmen D. Haro
Commission # CC 920260
Expires April 28, 2004
Bonded Thru
Atlantic Bonding Co., Inc.



GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S.
30930 OIL WELL RD., PUNTA GORDA, FL. 33955
(941) 639-7800 • FAX: (941) 639-7600

NICK POULOS, P.L.S.
2112 SE. 11TH ST., CAPE CORAL, FL. 33990
(941) 458-2388 • FAX: (941) 574-3719

MARCH 15, 2002
JOB NO. 0131
FILE 0131L001.LGL

UTILITY EASEMENT

DESCRIPTION

A UTILITY EASEMENT LYING IN A PORTION OF LOT 2, DANIELS PARK COMMERCE CENTER, A SUBDIVISION LYING IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 69 AT PAGE 62 AND 63 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

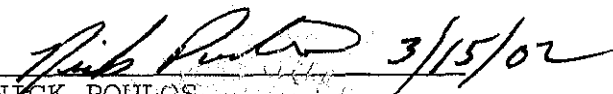
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 2, DANIELS PARK COMMERCE CENTER; THENCE S.88°59'52"W. FOR 25.00 FEET ALONG THE SOUTH LINE OF TRACT "A1", PLANTATION PARK COURT (35.00 FEET WIDE) TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE CONTINUE S.88°59'52"W. FOR 20.00 FEET ALONG SAID SOUTH LINE; THENCE S.01°00'08"E. FOR 26.00 FEET; THENCE N.88°59'52"E. FOR 20.00 FEET; THENCE N.01°00'08"W. FOR 26.00 FEET TO THE POINT OF BEGINNING;

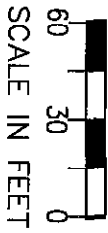
CONTAINING 520 SQUARE FEET MORE OR LESS.

BEARINGS MENTIONED HEREIN ARE BASED ON THE PLAT OF DANIELS PARK COMMERCE CENTER AS RECORDED IN PLAT BOOK 69 AT PAGES 62 AND 63.

REFER TO 8 1/2" X 11" SKETCH.
GULF SHORE SURVEYING, INC.


NICK POULOS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4568

DANIELS COMMERCE BOULEVARD
(70' WIDE)



LOT 1
OLD FLORIDA BANK
O.R. 3020, PG. 3151

10.0' P.U.E.
O.R.B. 2640, PG. 1785

17.5' RIGHT OF WAY
17.5' RIGHT OF WAY

PLANTATION PARK COURT
TRACT "A1"

POINT OF BEGINNING
20.00' X 26.00'
UTILITY EASEMENT

LOT 2
DANIELS PARK COMMERCE CENTER
PLAT BOOK 69, PAGES 62,63

20.00' X 26.00'
UTILITY EASEMENT

26.00' N.01°00'08"W.
20.00' S.01°00'08"E.
20.00' N.88°59'52"E.

POINT OF COMMENCEMENT
NORTHEAST CORNER
LOT 2, DANIELS PARK
COMMERCE CENTER

277.50' N.01°00'08"W.

S.01°00'08"E.
277.50'

S.88°59'52"W.
(BEARING BASIS)

RIGHT OF WAY

243.00' (M)
243.00' (P)
241.31' (O.R.B. 3020, PG. 3151)

REITER TO B 1/2" X 11" (LEGAL DESCRIPTION)
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED, IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING CHAPTER 61G17-8 F.A.C. AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/15/2002

[Signature]

MARK POLK, SURVEYOR AND MAPPER
FLA. CERTIFICATE NO. 4884

DANIELS PARKWAY

SUBJECT TO EASEMENTS,
RESTRICTIONS, RESERVATIONS, AND
RIGHTS OF WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON PLAT OF DANIELS PARK COMMERCE CENTER AS RECORDED IN PLAT BOOK 69, PAGES 62 & 63 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

UTILITY EASEMENT
DANIELS PARK COMMERCE CENTER
PLAT BOOK 69, PAGES 62, 63
SEC 19, TWP. 45S., RGE. 25 E.
LEE COUNTY, FLORIDA

DATE : 03/15/2002
SCALE : 1" = 60'
CADD : N.P.
CHECK : N.P.
FILE : 0131L001.LGL

GULF SHORE SURVEYING, INC.



LICENSED BUSINESS NO. 6729
LEE COUNTY: 2112 S.E. 11TH STREET
CAPE CORAL, FL 33980
(941) 458-2388
CHARLOTTE COUNTY: 30930 OIL WELL ROAD
PUNTA GORDA, FL 33955
(941) 639-7800

0131
L001

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for HOLLAND RETAIL CENTER (EASEMENT) (BS 20020552-UTL) project. HOLLAND ASSOCIATES LLP
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

AMOUNT OF FEE INCURRED \$ _____

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D _____

ENTERED _____

CUST. # _____

INV. # _____

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

