

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 AGENDA ITEM SUMMARY

BLUE SHEET NO: 20021183 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a utility easement as a donation for a fire hydrant serving BRUNER LANE COMMERCIAL BUILDING (2307-09 BRUNER LANE). This is a Developer contributed asset project located on the north side of Bruner Lane approximately 3,000' east of S. Tamiami Trail.

WHY ACTION IS NECESSARY:

To provide fire protection to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES:

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

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
 COMMISSION DISTRICT #: 5

CIOE

3. MEETING DATE: 11-19-2002

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: 11/31/02

7. BACKGROUND:

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. Potable water service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Bruner Lane. Sanitary sewer service is provided by a private on-sight septic system.

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

SECTION 25 TOWNSHIP 45S RANGE 24E DISTRICT # 5 COMMISSIONER ALBION

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
<i>J. Lavender</i> Date: 11-4-02	N/A Date:	N/A Date:	<i>T. Osterhout</i> Date: 10-23-02	<i>D. Owen</i> Date: 11/5/02	OM: <i>11/7/02</i> Risk: <i>11/6/02</i> GC: <i>11/6/02</i>	<i>J. Lavender</i> Date: 11-4-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Catty
 Date: 11/5/02
 Time: 1:05 PM
 Forwarded To:
 Ducte
 11/5/02 4:03 PM

11-5-02
 4:30
 ADMIN.
 RECD TO:
 11/7 1130

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Andrea Lane, Ltd., owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant), serving "BRUNER LANE COMMERCIAL BUILDING (2307-09 BRUNER LANE)"; 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 \$7,360.00 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

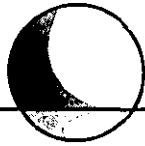
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY



EAST BAY GROUP, LLC

11000 Metro Parkway, Suite 27 • Fort Myers, Florida 33912 • 941-936-5222 • 941-936-7228 Fax

September 23, 2002

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

Attn: Thom Osterhout RE: Bruner Lane Commercial Bldg. HAND DELIVERED

LETTER OF COMPLETION

Dear Sirs:

This is to certify that the water distribution system and or sewage collection system located in :
SEC. 25, TWP. 45, RGE. 24, LEE COUNTY FLORIDA; known as "Bruner Lane Commercial Bldg.," was designed by me and have been constructed in conformance with:


- the approved plans
- the revised plans
- and:
- the approved specifications
- the revised specifications

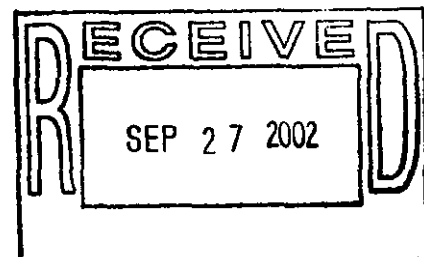
Upon completion of the work, we observed the following successful tests of the facilities:

- pressure test of water distribution system
- infiltration test of gravity sewage collection system
- pressure test of sewage transmission system
- video inspection of utility lines
- lift station final inspection
- lift station start up

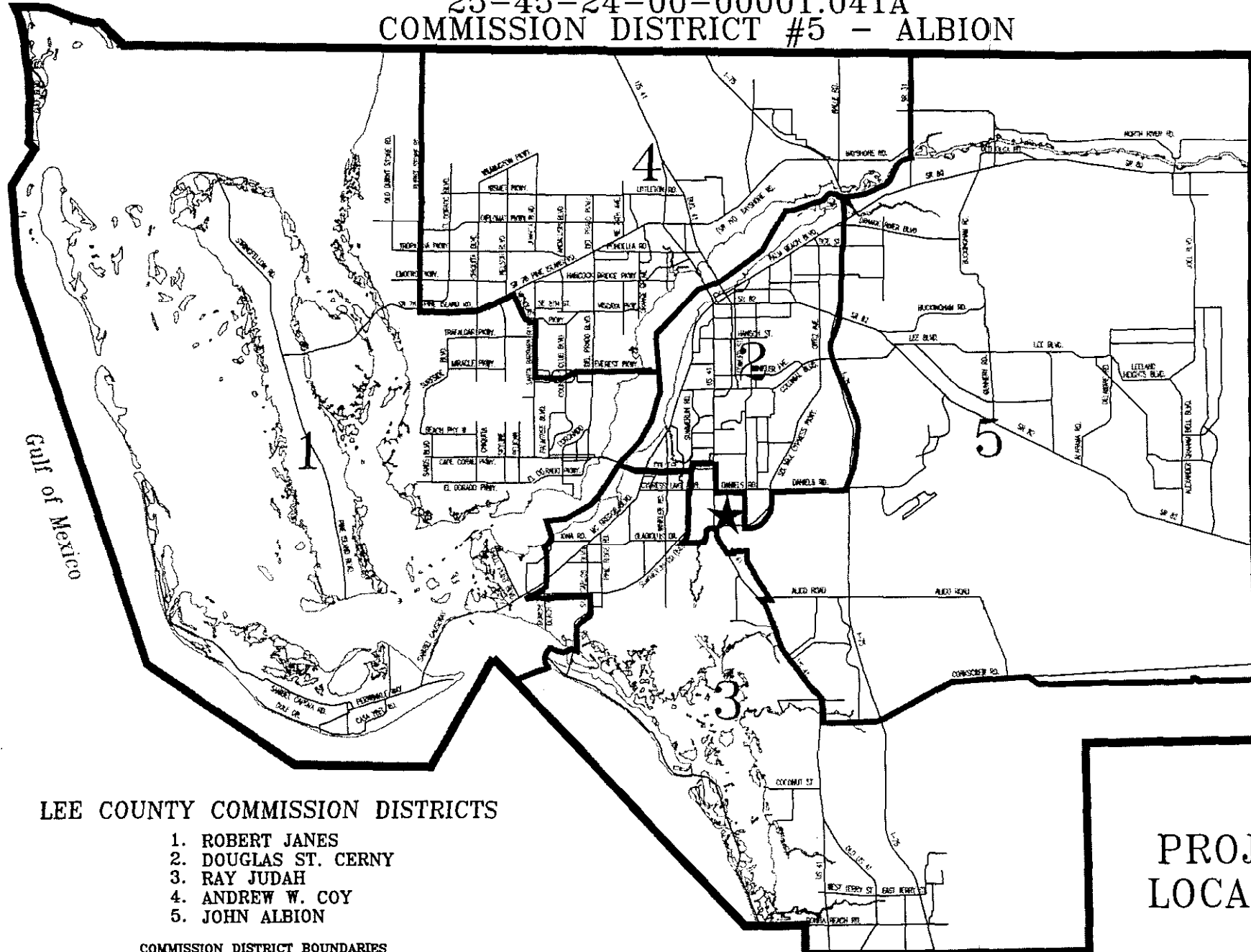
Sincerely,

EAST BAY GROUP, LLC


James D. Ottensmann, P.E.
(seal)



BRUNER LANE COMMERCIAL BUILDINGS
 25-45-24-00-00001.041A
 COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

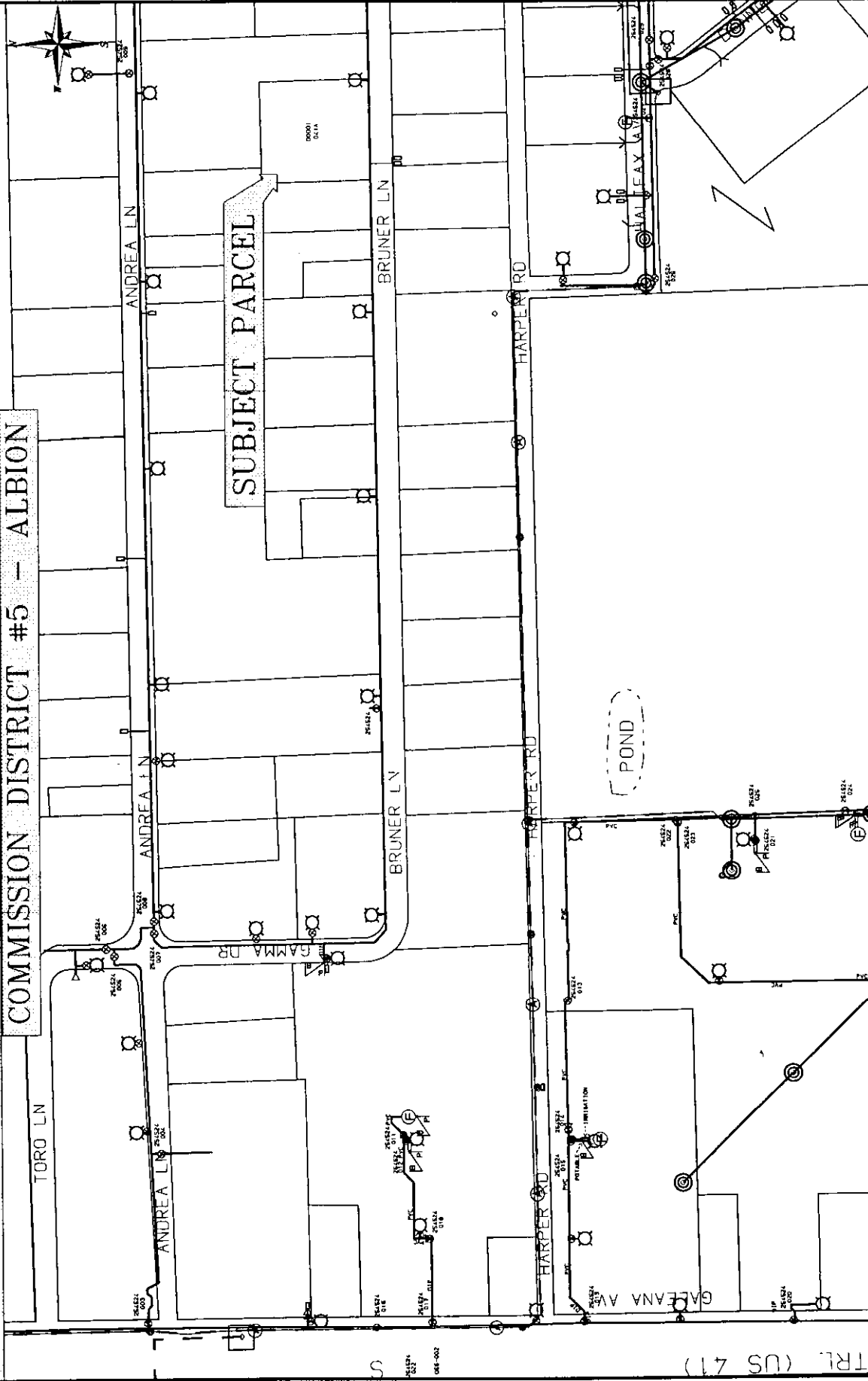
1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. ANDREW W. COY
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

PROJECT
 LOCATION

BRUNER LANE COMMERCIAL BUILDINGS

COMMISSION DISTRICT #5 - ALBION



25-45-24-00-00001.041A 2307-09 BRUNER LN

TRL (US 41)

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the **water and sewer systems** of (Name of Development): **BRUNER LANE WAREHOUSE #1 & #2 Strap# 25-45-24-0000001.041A** 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. Keiling*
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 9th day of September, 20 02 by ROBERT A. KEILING who has produced
(Print or Type Name)

PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

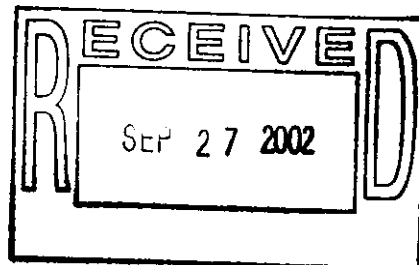
Mark K. Nottingham
Notary Public Signature

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)



WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that ROBERT A. KEILING

as President, of Christo, Incorporated

for and in consideration of SEVEN THOUSAND THREE HUNDRED SIXTY AND NO/100 (\$ 7,360.00)

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:

**BRUNER LANE WAREHOUSE #1 & #2
2307 & 2309 BRUNER LANE - FORT MYERS, FL 33912
Strap# 25-45-24-0000001.041A**

(Please provide full name and location of development and a description of the utility system constructed).

38 LF 6" DIP CL 50, W/FITTINGS, 8" X 6"
HOT TAP, FIRE HYDRANT ASSY. TO SERVE
NEW COMMERCIAL BUILDING.

Christo, Incorporated
4461-B Hancock Bridge Pkwy.
N. Fort Myers, Florida 33903
NAME & ADDRESS OF FIRM OR CORPORATION

BY: *Robert A. Keiling*
AUTHORIZED REPRESENTATIVE
ROBERT A. KEILING-PRESIDENT

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 9TH day of

SEPTEMBER, 20 02 by ROBERT A. KEILING

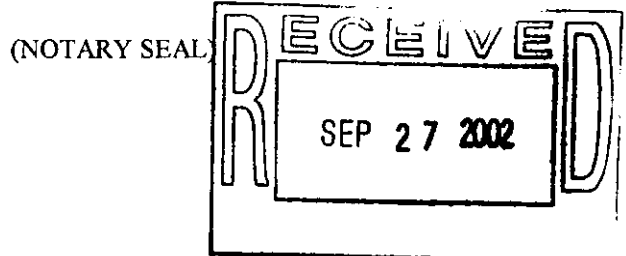
who has produced PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.

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, 2004
Comm. No. CC900356

CC900356 Jan 6, 2004
Notary Commission Number



11.5

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:

Robert A. Keiling

(Name & Title of Certifying Agent) **ROBERT A. KEILING-PRESIDENT**

OF: **CHRISTO, INCORPORATED**

(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**
N. FORT MYERS, FL 33903

STATE OF **FLORIDA**)

) SS:

COUNTY OF **LEE**)

The foregoing instrument was signed and acknowledged before me this **9TH**

day of **SEPTEMBER**, 20 **02** by **ROBERT A. KEILING**

(Print or Type Name)

who has produced **Personally Known to Me** as identification,

(Type Of Identification and Number)

and who (did) (did not) take an oath.

Mark K. Nottingham

Notary Public Signature

Mark K. Nottingham

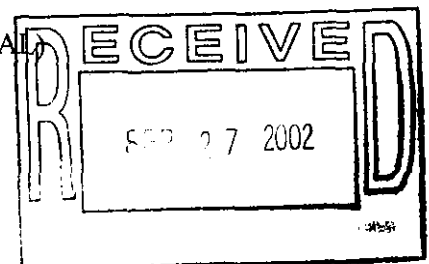
Printed Name of Notary Public

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)



11.7

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 Andrea Lane Ltd., 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
2000 Easement Agreement.doc

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.

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.

Michelle Chenault
1st Witness

Terris Levan, GRANTOR
TERRIS LEVAN

Peggy Taylor
2nd Witness

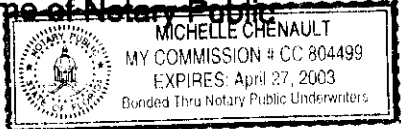
Title: President of GDT, Inc. of S. Fla. Inc.,
General Partner
PRESIDENT OF GDT, INC. OF SOUTH FLORIDA
(GENERAL PARTNER)
ANDREA LANE, LTD.

STATE OF Fl)
COUNTY OF Walt) SS:

The foregoing instrument was signed and acknowledged before me this 25th day of Sept, 2002 by Terris Levan
(Print or Type Name)
who has produced Personally known
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

Michelle Chenault
Notary Public Signature

Michelle Chenault
Printed Name of Notary Public



Notary Commission Number

(Notary Seal)

EXHIBIT "A"
UTILITY EASEMENT DESCRIPTION
FOR
LEVAN ASSET MANAGEMENT

A PARCEL OF LAND LYING WITHIN TRACT 42 AND 43 OF SOUTH COMMERCIAL PARK, AN UNRECORDED SUBDIVISION LOCATED IN SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (U.S.H. 41) AND THE NORTH LINE OF THE SOUTH ½ OF THE NORTH ½ OF THE AFORESAID SECTION 25; THENCE N. 89D 05' 24" E. ALONG SAID NORTH LINE, 2,608.20 FEET; THENCE S. 00D 55' 28" E., 342.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ANDREA LANE; THENCE CONTINUE S. 00D 55' 28" E., 290.00 FEET, THENCE N. 89D 04' 32"E, 285.00 FEET; THENCE S. 00D 55' 28" E., 290.00 FEET,; THENCE N. 89D 04' 23" E., 151.66 FEET TO THE POINT OF BEGINNING; THENCE N. 34D 18' 37" E., 37.14 FEET, THENCE S. 55D 41' 23"E., 20.00 FEET; THENCE S. 34D 18' 37" W., 23.02 FEET; THENCE S. 89D 04' 32"W. 24.49 FEET TO THE POINT OF BEGINNING

EAST BAY GROUP, LLC

Engineering, Planning, and Development Consulting
11000 Metro Pkwy, Suite 27 • Ft. Myers, FL 33912
Tel: 941-936-5222 • Fax: 941-936-7228 • Cert. #8643

JOB LEVAN ASSETS MANAGEMENT

ADDRESS BRUNERS LANE

SHEET NO. EASEMENT PLAN

DATE 8/24/02

CHECKED BY JDO

SCALE OR DESCRIPTION NOT TO SCALE

INTERSECTION OF EAST ROW LINE OF TAMiami TRAIL (USH 41) AND THE N. LINE OF THE S 1/2 OF THE N 1/2 OF SECTION 25

N. 89° 05' 24" E.
2,608.20'

S. 00° 55' 28" E.
342.74'

S. ROW OF ANDREA LANE

S. 00° 55' 28" E.
290.00'

N. 89° 04' 32" E.
285.00'

S. 00° 55' 28" E.
290.00'

SITE

N. 34° 18' 37" E.
37.14'

S. 55° 41' 23" E.
20.00'

S. 34° 18' 37" W.
23.02'

S. 89° 04' 32" E.
151.66'

POB

S. 89° 04' 32" W.
24.49'

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: LEE COUNTY 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 BRUNER LANE COMMERCIAL BUILDING (ANDREA LANE LTD)

project. BS 20021183

ACCOUNT NO. OD5360748700.504930

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



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



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE
 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 2545240000001041A

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): ANDREA LANE LTD
 Last: 2159 ANDREA LANE, FT. MYERS FL 33912
 First: MI: Corporate Name (if applicable):

Mailing Address: City: State: Zip Code: Phone No.

4. Grantee (Buyer): LEE CO. BOARD OF COUNTY COMMISSIONERS
 Last: P. O. BOX 398, FT. MYERS FL 33902
 First: MI: Corporate Name (if applicable): (239) 479-8181

Mailing Address: City: State: Zip Code: Phone No.

5. Date of Sale/Transfer: / / \$ Sale/Transfer Price: 00 Property Located In 46 County Code (County Codes on Reverse)

6. Type of Document: Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed
 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ 00
 (Round to the nearest dollar.)

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

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 \$

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/her has any knowledge.

Signature of Grantor or Grantee or Agent: RICK DIAZ, UTILITY DIRECTOR Date: 10/31/02

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
O. R. Book and Page Number and File Number: <input type="text"/> Date Recorded: <input type="text"/> / <input type="text"/> / <input type="text"/> <small>Month Day Year</small>	