

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

Blue Sheet No. 20060692-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 6 inch diameter fire line serving *Cross Way Baptist Church* to provide fire protection to this recently constructed parish hall addition. This is a Developer Contributed asset project located on the south side of Pine Road approximately 2,300' west of US 41.

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

C100

5. Meeting Date:

06-13-2006

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: *S. Ivey* *5/25/06*
S. Ivan Velez, P. E., Acting Director

9. Background:

Fire lines 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 is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Pine Road.

Sanitary sewer service is provided by an existing privately owned and maintained on-site septic system.

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

SECTION 20 TOWNSHIP 46S RANGE 25E 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: <i>5-26-06</i> | N/A | N/A | <i>P.O.</i> T. Osterhout Date: <i>5/25</i> | <i>S. Covert</i> Date: <i>5/30/06</i> | <i>Analyst</i> <i>5-30-06</i> | <i>Risk</i> <i>5/30/06</i> | <i>Grants</i> <i>5/30/06</i> | <i>Mgr.</i> <i>5/30/06</i> | <i>J. Lavender</i> Date: <i>5-26-06</i> |

11. Commission Action:

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

| |
|--|
| RECEIVED BY COUNTY ADMIN: <i>5-30-06 2pm</i> |
| COUNTY ADMIN FORWARDED TO: <i>6/1/06</i> <i>11/2/06</i> |

| |
|---|
| Rec. by CoAtty |
| Date: <i>5/30/06</i> |
| Time: <i>11:25am</i> |
| Forwarded To: <i>153</i> <i>Admin 5/30/06</i> |

RESOLUTION NO.

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

WHEREAS, it is the desire of **"CROSS WAY BAPTIST CHURCH"**, owner of record, to make a contribution to Lee County Utilities of water facilities **(ONE SIX INCH DIAMETER FIRE LINE)**, serving **"CROSS WAY BAPTIST 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 **\$2,066.85** 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 20060692-UTL

COPY

LETTER OF COMPLETION

DATE: 4/13/2006

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)** located at
CrossWay Baptist Church
(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:
Bacteriological Test and Pressure Test(s) - Water Main

Very truly yours,

James D. Ottensmann, P.E.;
Quattrone & Associates, Inc.
(Owner or Name of Corporation/Firm)

(Signature)



4/17/06

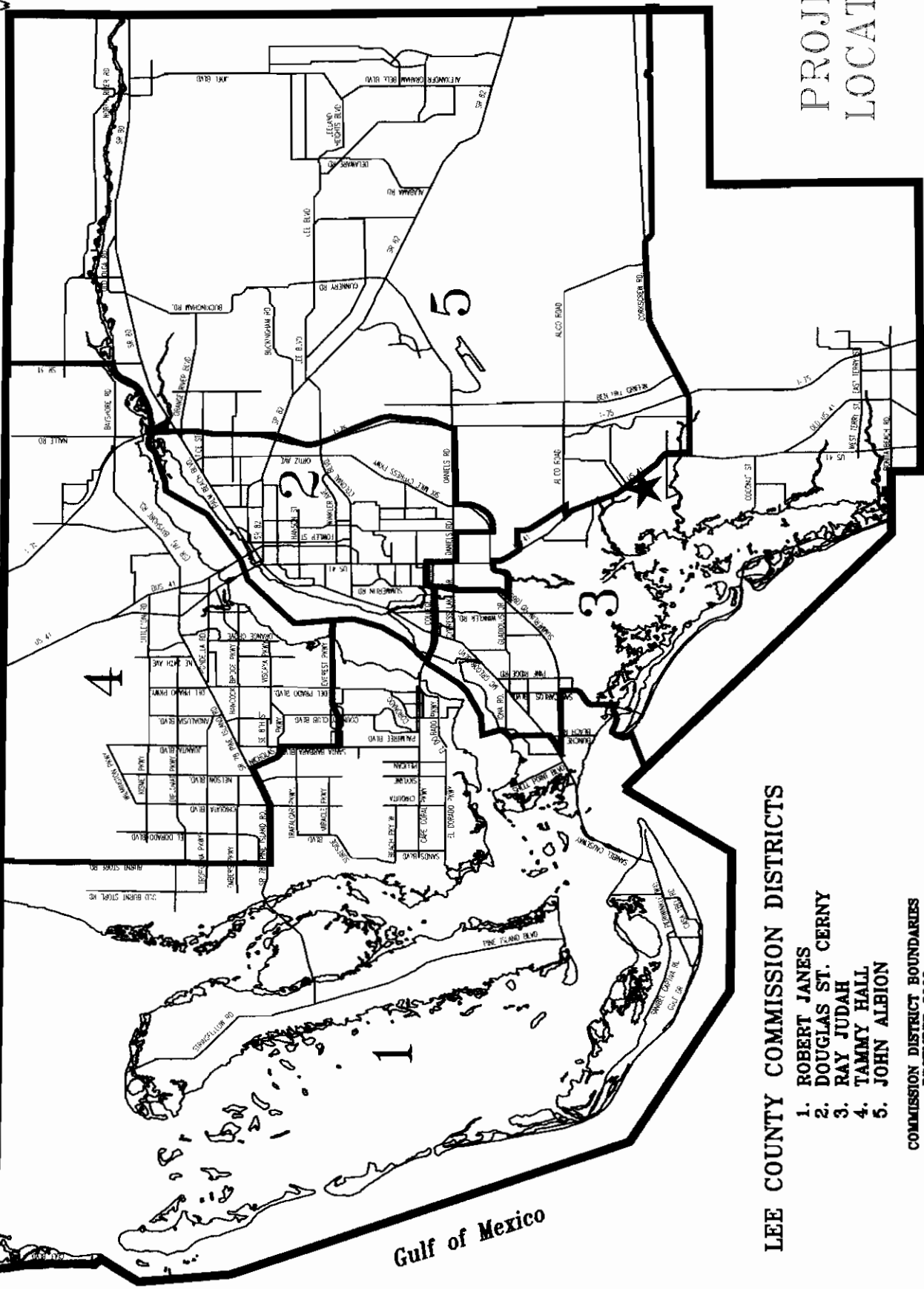
Senior Engineer
(Title)

(Seal of Engineering Firm)

COPY

PROJECT LOCATION

CROSS WAY BAPTIST CHURCH
20-46-25-00-00012.0020
COMMISSION DISTRICT # 3 - RAY JUDAH



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

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of CROSSWAY BAPTIST 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.

R. J. VANN MECHANICAL CORPORATION
(Contractor/Company Name)

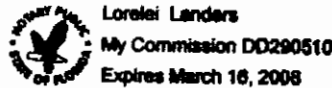
PAUL CORLETT / FIRE DIVISION MANAGER
(Authorized Representative, Title)

BY: *Paul Corlett*
(Signature)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 18 th day of May, 2006 by PAUL CORLETT who is personally known to me - _____, and who did not take an oath.

Lorelei Landers
Notary Public Signature



LORELEI LANDERS
Printed Name of Notary Public

(Notary Seal & Commission Number)

MAY 24 2006

COPY

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

The undersigned lienor, in consideration of the final payment in the amount of
Two Thousand Sixty Six dollars and 85/100(\$2,066.85) hereby waives and releases its lien and right to
claim a lien for labor, services, or materials furnished to Cross Way Baptist Church on the job of Cross
Way Baptist Church to the following described property:

CROSS WAY BAPTIST CHURCH
(Name of Development/Project)

4481 PINE RD., FT. MYERS, FL. 33908
(Location)

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

2046250000012 , 0020
(Strap # or Section, Township & Range)

Dated on: ¹⁸May 18, 2006

By: Paul Corlett
(Signature of Authorized Representative)

By: PAUL CORLETT
(Print Name of Authorized Representative)

Title: FIRE DIVISION MANAGER

Phone #: (239)337-4011 Ext.222

R. J. VANN MECHANICAL CORP.
(Name of Firm or Corporation)

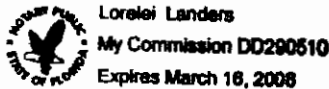
2970 CARGO STREET
(Address of Firm or Corporation)

FT. MYERS, FL 33916-
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)337-2298

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 18 th day of May, 2006 by
PAUL CORLETT who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)

Lorelei Landers
(Notary Public Signature)

LORELEI LANDERS
(Printed Name of Notary Public)

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 *Paul Corlett*
(Signature of Certifying Agent)

PAUL CORLETT / FIRE DIVISION MANAGER
(Name & Title of Certifying Agent)

R. J. VANN MECHANICAL CORPORATION
(Name of Firm or Corporation)

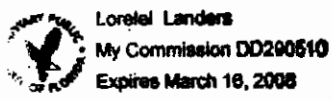
2970 CARGO STREET
(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 18 th day of May, 2006 by PAUL CORLETT who has produced the following as identification - _____, and who did not take an oath.

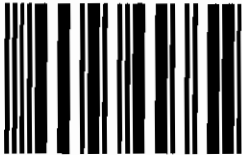
Lorelei Landers
Notary Public Signature



LORELEI LANDERS
Printed Name of Notary Public

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
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

20462500000130020

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

BS 20060692

Transaction is a split
 or cutout from
 another parcel? →

EASEMENT:

Property was improved
 with building(s) at time
 of sale/transfer? →

BAPTIST CHURCH CROSSWAY

3. Grantor (Seller):

Last
 4481 PINE RD

First MI
 FORT MYERS

State FL Corporate Name (if applicable)
 33908

4. Grantee (Buyer):

Last
 P. O. BOX 398

First MI
 FT. MYERS

State FL Corporate Name (if applicable)
 33902 (2394798181)

Mailing Address

City

State

Zip Code

Phone No.

S. IVAN VELEZ PE ACTING UTIL DIR FOR LEE CO. BD. OF CO. COMMISSIONERS

5. Date of Sale/Transfer

6 20 2006 \$
 Month Day Year

Sale/Transfer Price

. 0 0 Property Located In 46 County Code

(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.) \$

. 0 0

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 \$

Cents

. 0 0

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/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date 5/25/06

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 | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| and | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Page Number | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| and | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| File Number | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Date Recorded | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | 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. 20060692-UTL

PROJECT NAME: CROSS WAY BAPTIST CHURCH

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

Strap Number(s):
20-46-25-00-00012.0020

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 "CROSS WAY BAPTIST CHURCH", 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 20060692-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.

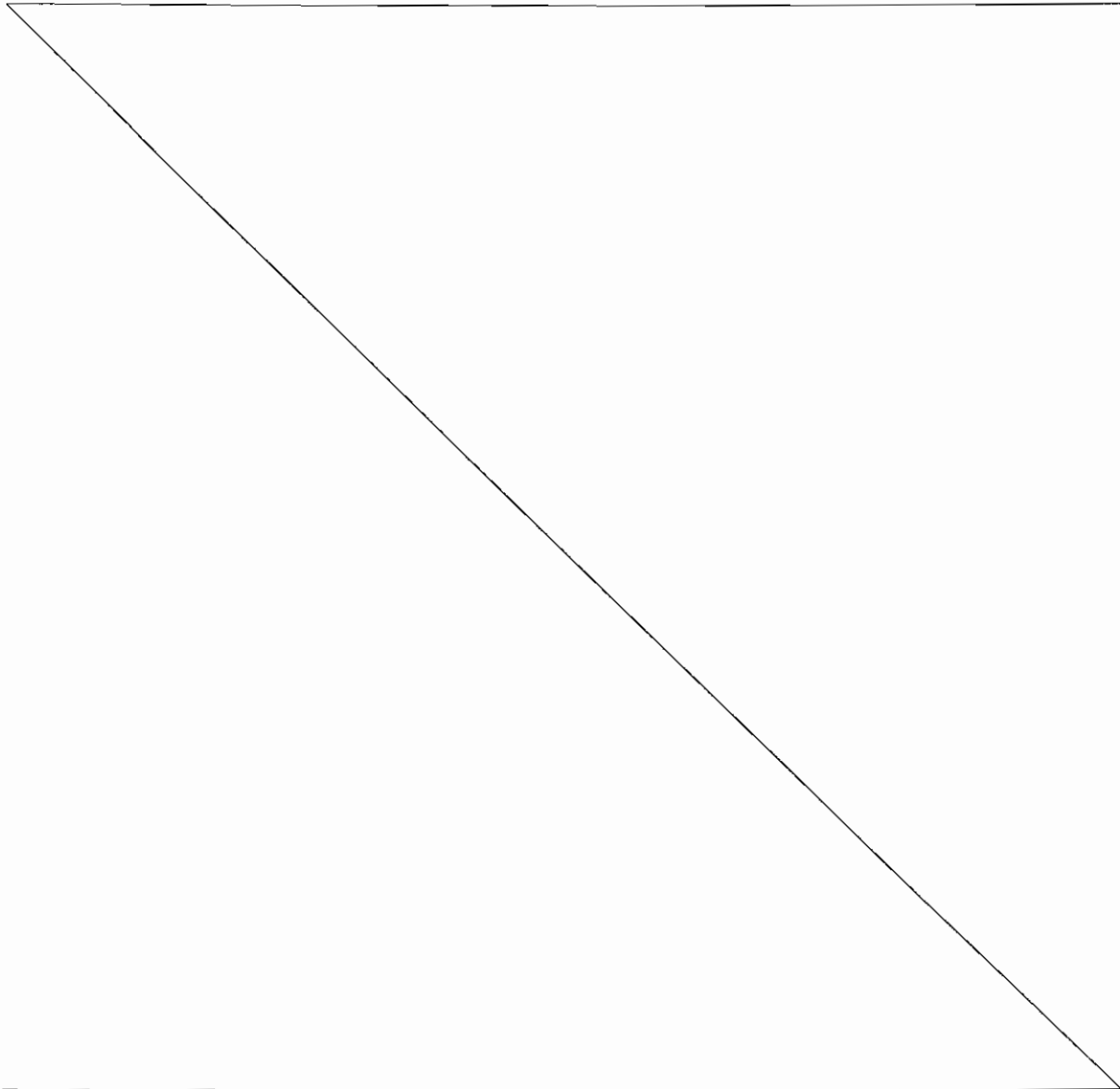
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Jamie R. Stevenson
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Lissette Afanador
[Type or Print Name]

BY:

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

John J. Schell II
[Type or Print Name]

Trustee
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 20th day of April 2006 by John J. Schell II who produced the following as identification Florida Drivers License or is personally know to me, and who ~~did~~/did not take an oath.

[stamp or seal]



[Signature]
[Signature of Notary]

Sharon M. Stevenson
[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

Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

11000 Metro Parkway, Suite 30
Fort Myers, Florida 33912 - 239-936-5222

JOB CROSSWAY-BAPTIST-CHURXH

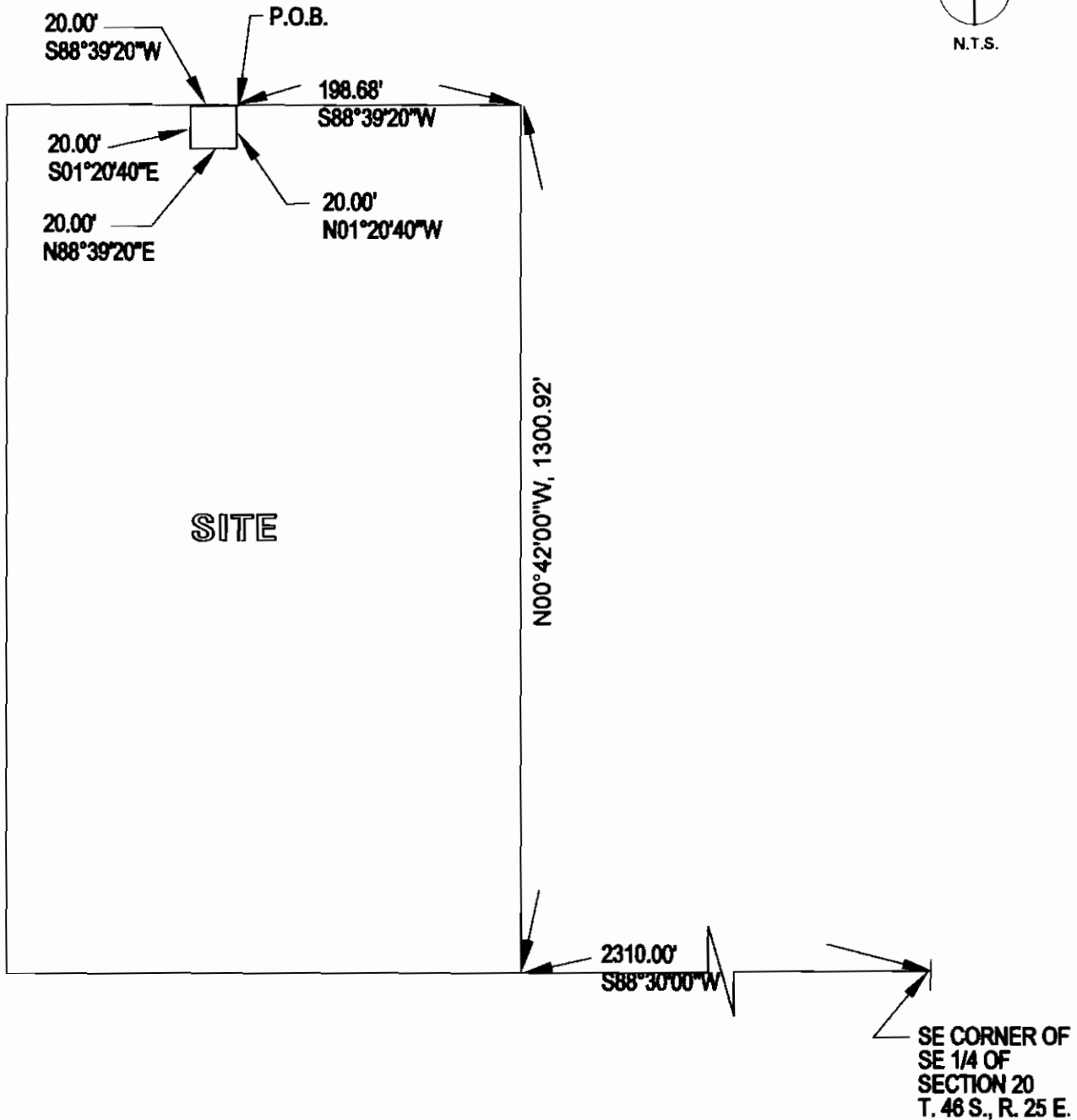
ADDRESS PINE-ROAD

SHEET NO. 1

DATE 4-10-06

CHECKED BY JDO

SCALE OR DESCRIPTION NONE



LEE COUNTY UTILITIES EASEMENT

Exhibit A

A lot or parcel of land lying in the Southwest quarter of the Southwest quarter of Section 20, Township 24 South, Range 25 East, Lee County, Florida, which lot or parcel is described as follows:

From the concrete monument marking the Southwest corner of said Section 20 runs South $88^{\circ} 30' 00''$ West along the South line of said section 2310.00 feet to a concrete monument. Thence run North $00^{\circ} 42' 00''$ West parallel with the East line of said section, along the Westerly boundary of lands conveyed by deed recorded in Deed Book 261 at Page 471 of the public Records of Lee County, for 1300.92 feet to a concrete monument marking the intersection with the South line (25 feet from the centerline) of Pine Road a County Road; thence run South $88^{\circ} 39' 20''$ West along said South line, parallel with and 25 feet South from the quarter-quarter section line for 198.68 feet to the point of beginning; thence continuing South $88^{\circ} 39' 20''$ West, 20.00 feet; thence South $.01^{\circ} 20' 40''$ East, 20.00 feet; thence North $88^{\circ} 39' 20''$ East, 20.00 feet; thence North $.01^{\circ} 20' 40''$ West, 20.00 feet to the point of beginning.