

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

Blue Sheet No. 20060908-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 10" diameter fire line, one (1) 2" diameter water service and one (1) 4" diameter force main connection serving Zion Lutheran Church to provide sanitary sewer to this existing church. This is a Developer Contributed asset project located on the east side of Winkler Road approximately 1/4 mile north of Gladiolus Drive.

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

CIOAA

5. Meeting Date:

08-01-06

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. Ivan Velez 7/13/06
 S. Ivan Velez, P.E. Acting Director

9. Background:

Single sewer service connections 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 34 TOWNSHIP 45S RANGE 24E 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.	
<u>J. Lavender</u> Date: <u>7.17.06</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>7/13</u>	<u>S. Covert</u> Date: _____	<u>J. Lavender</u> 7/19/06	<u>400</u> 7/19	<u>400</u> 7/19/06	<u>J. Lavender</u> 7/17/06	<u>J. Lavender</u> Date: <u>7.17.06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: _____
Date: <u>7-18-06</u> <u>4:00 pm</u>
COUNTY ADMIN FORWARDED TO: _____
<u>7/19/06</u>
<u>2:15 pm</u>

Rec. by CoAtty
Date: <u>7/18/06</u>
Time: <u>11:00 AM</u>
Forwarded To: _____
<u>7/18/06 2:20 pm</u>

RESOLUTION NO.

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

WHEREAS, it is the desire of "Zion Lutheran Church of South Fort Myers, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (one 10" diameter fire line, one 2" diameter water service), and sewer facilities (one 4" diameter force main connection), serving "ZION 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 \$23,425.00 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 20060908-UTL



LETTER OF COMPLETION

DATE: 3/14/2006

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

Gentlemen:

This is to certify that the **force main extension/connection and fire line up to and including 1st OS + Y valve(s) and water service(s)** located at **Zion Lutheran Church**
(Name of Development/Project)

were designed by me and have 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 Bacteriological Test Lift Station Start-up

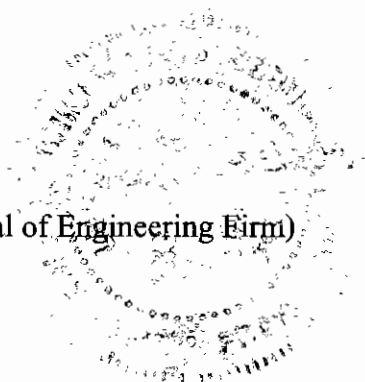
Very truly yours,

Hole Montes, Inc.
(Owner or Name of Corporation/Firm)

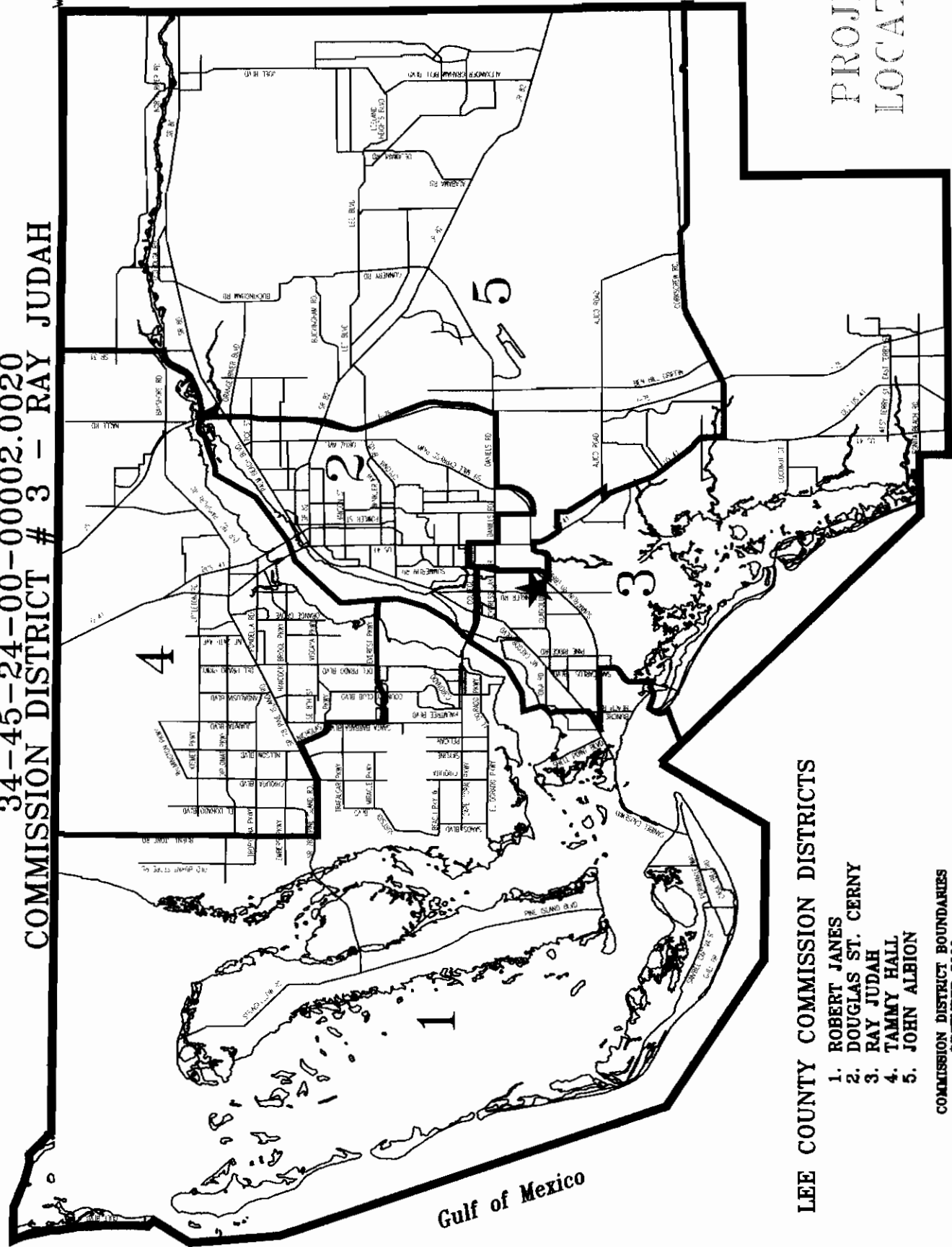
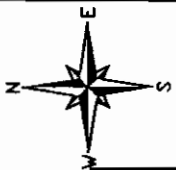
(Signature)

Eric M. Chini, Project Manager/Associate
(Name and Title)

(Seal of Engineering Firm)



ZION LUTHERAN CHURCH
 34-45-24-00-0002.0020
 COMMISSION DISTRICT # 3 - RAY JUDAH



PROJECT
 LOCATION

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

Gulf of Mexico

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 John Michael Woods
(Signature of Certifying Agent)

JOHN MICHAEL WOODS PRESIDENT
(Name & Title of Certifying Agent)

Florida West Underground, Inc
(Name of Firm or Corporation)

P.O. 60125
(Address of Firm or Corporation)

Fort Myers, Fl 33906 -

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 20TH day of MARCH, 2006 by JOHN MICHAEL WOODS who has produced the following as identification - PERSONALY KNOWN, and who did not take an oath.

Todd D. Bevan
Notary Public Signature

TODD D. BEVAN
Printed Name of Notary Public

Notary Commission Number **TODD D. BEVAN**
 **Comm# DD0497092**
Expires 12/9/2009
Banded thru (800)432-4254
Florida Notary Assn., Inc

(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 John Michael Woods
(Signature of Certifying Agent)

JOHN MICHAEL WOODS President
(Name & Title of Certifying Agent)

Florida West Underground, Inc.
(Name of Firm or Corporation)

P.O. 60125
(Address of Firm or Corporation)

Fort Myers, Fl 33906 -

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 7th day of March, 2006 by ✓ who has produced the following as identification - is personally known, and who did not take an oath.

[Signature]
Notary Public Signature

Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)

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

Strap Number(s):

34-45-24-00-00002.0020

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 "ZION LUTHERAN CHURCH OF SOUTH FORT MYERS, 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 20060908-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.

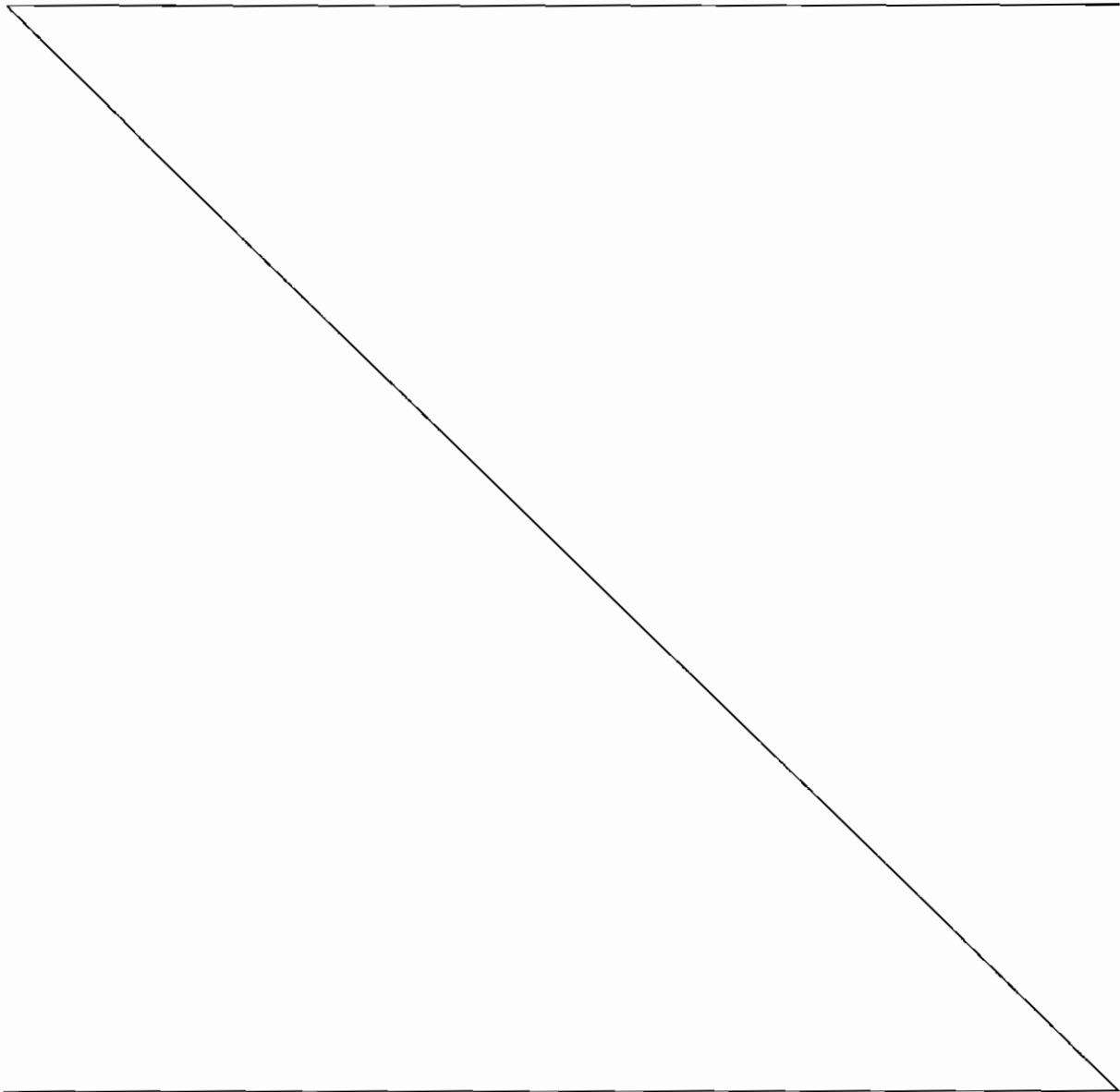
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Debbie Swaney
[1st Witness' Signature]

Debbie Swaney
[Type or Print Name]

Scott Beauchesne
[2nd Witness' Signature]

SCOTT M BEAUCHESNE
[Type or Print Name]

BY:

Gerald W. Poppe
[Signature Grantor's/Owner's]

Gerald W. Poppe
[Type or Print Name]

PRESIDENT
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 15th day of March 2006 by Gerald Poppe who produced the following as identification Gerald Poppe or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Linda J. Diabto
[Signature of Notary]

Linda J. Diabto
[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

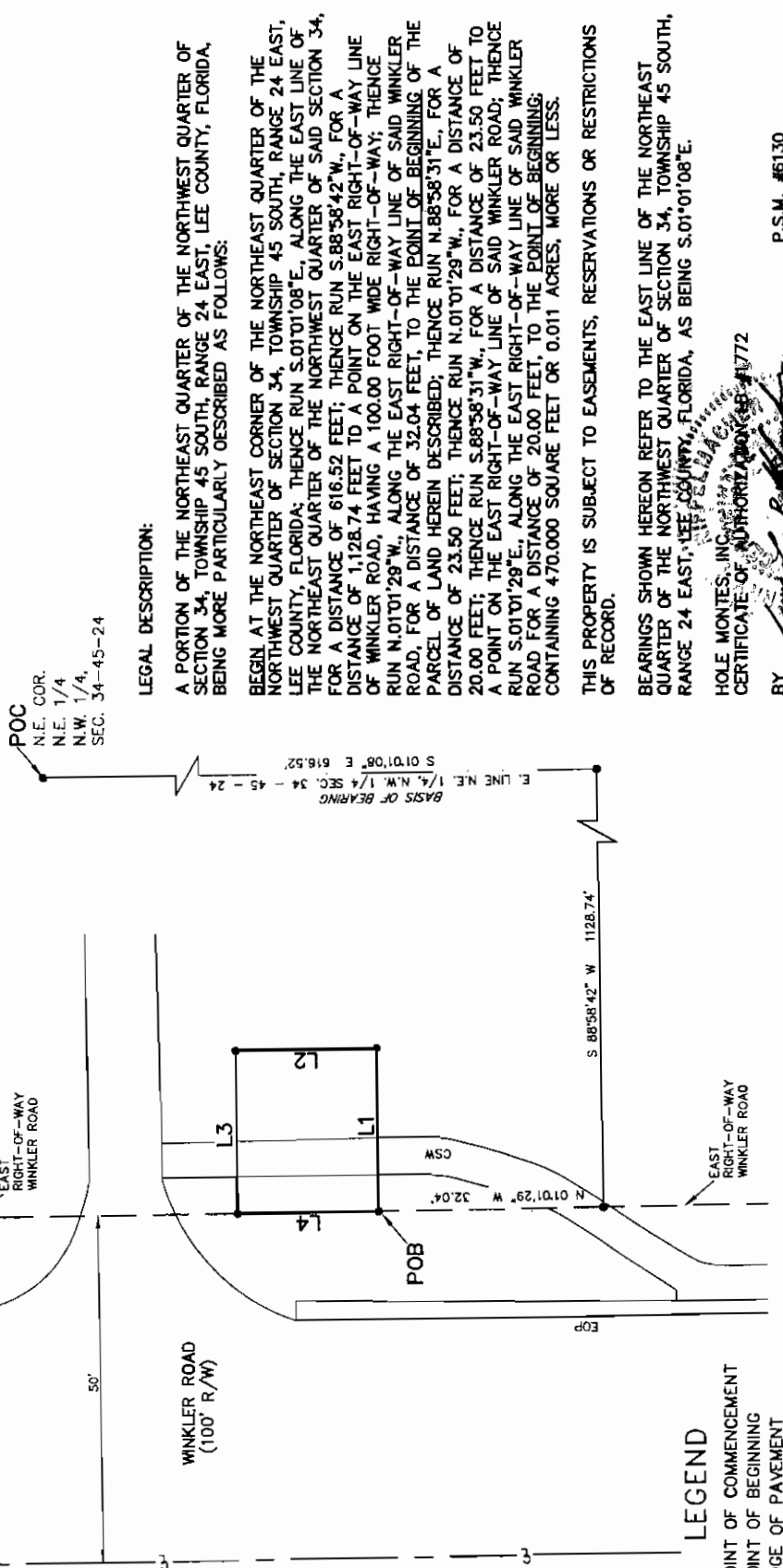
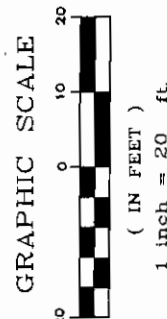
BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

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

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 88°58'31" E	23.50'
L2	N 01°01'29" W	20.00'
L3	S 88°58'31" W	23.50'
L4	S 01°01'29" E	20.00'



POC
N.E. COR.
N.E. 1/4
N.W. 1/4,
SEC. 34-45-24

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°01'08"E. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, FOR A DISTANCE OF 616.52 FEET; THENCE RUN S.88°58'42"W, FOR A DISTANCE OF 1,128.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WINKLER ROAD, HAVING A 100.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN N.01°01'29"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WINKLER ROAD, FOR A DISTANCE OF 32.04 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.88°58'31"E, FOR A DISTANCE OF 23.50 FEET; THENCE RUN N.01°01'29"W, FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.88°58'31"W, FOR A DISTANCE OF 23.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID WINKLER ROAD; THENCE RUN S.01°01'29"E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WINKLER ROAD FOR A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 470,000 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S.01°01'08"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NO. 1772
BY *[Signature]* JERRY R. RIFFELMACHER
P.S.M. #6130
STATE OF FLORIDA

* NOT A SURVEY *

SEC-TWN-RGE: 34-45-24 DRAWN BY: TF CHECKED BY: JLR DATE: 3/06 DRAWING NO: E-127	 HOLE MONTES ENGINEERS - PLANNERS - SURVEYORS	6202F Presidential Court Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Licensed Surveyor Authorization No. 1772	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	PROJECT NO. 02.148
				REFERENCE NO. 02148LCU

SKETCH AND LEGAL DESCRIPTION



- LEGEND**
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - EOP EDGE OF PAVEMENT
 - CL CENTERLINE