

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020378-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance by Resolution and recording of one utility easement, as a donation for a 10" diameter water main extension, water distribution system, and force main serving **Coral Rock Apartments**. This is a developer contributed asset and the project is located on the south side of Penzance Boulevard approximately 1,500' west of Six Mile Cypress Parkway.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to this recently constructed apartment complex.

WHAT ACTION ACCOMPLISHES:

Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

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

C10G

3. MEETING DATE:

04-30-2002

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: 4/11/02

7. BACKGROUND:

The Board granted permission to construct on 08/15/00 Blue Sheet #20000811.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
Satisfactory pressure and bacteriological testing of the water system has been completed.
Engineer's Certification of Completion has been provided---copy attached.
As-builts have been provided.
Warranty has been provided---copy attached.
Waiver of lien has been provided---copy attached.
Certification of Contributory Assets has been provided---copy attached.
Project location map---copy attached.
100% of connection/capacity fees have been paid.
Sewer service is provided by Lee County Utilities via a privately owned and maintained lift station connecting to infrastructure owned by Lee County Utilities within the right-of-way of Penzance Boulevard.
Funds are available for recording fees in account number OD5360748700.504930.

SECTION 08 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: 4-12-02	N/A Date:	N/A Date:	T. Osterhout Date: 4-11	4/12/02 4/15/02	4/15/02	4/15/02	4/15	4/15	J. Lavender Date: 4-12-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 4/12/02
Time: 3:30 pm
Forw'd to: [Signature]

RECEIVED BY
COUNTY ADMIN.
4/15 9
COUNTY ADMIN.
FORWARDED TO:
4/15 3:30

RESOLUTION NO. _____

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

WHEREAS, it is the desire of B & K Associates, owner of record, to make a contribution to Lee County Utilities of water facilities (one 10" diameter water main extension, water distribution system), and sewer facilities (force main) serving "CORAL ROCK APARTMENTS"; 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 \$89,758.61 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 (C): _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah (V-C): _____ (3)
- Commissioner Andrew Coy: _____ (4)
- Commissioner John 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

11.4

LETTER OF COMPLETION

DATE: 06-08-01

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/or sewage collection system(s) located in Coral Rock Apartments

(Name of Development)

were designed by me and have been constructed in conformance with the approved plans and specifications.

Upon completion of the work, we observed the following successful tests of the facilities: Pressure test of water distribution system, bacteriological clearance of water distribution system and pressure test of force main addition.

Very truly yours,

Barbot Steuart & Associates, Inc.

(Owner or Name of Corporation)

K. Stewart P.E.

(Signature)

President

(Title)

(SEAL OF ENGINEERING FIRM)

(DLCU:ENG)

8/1/91

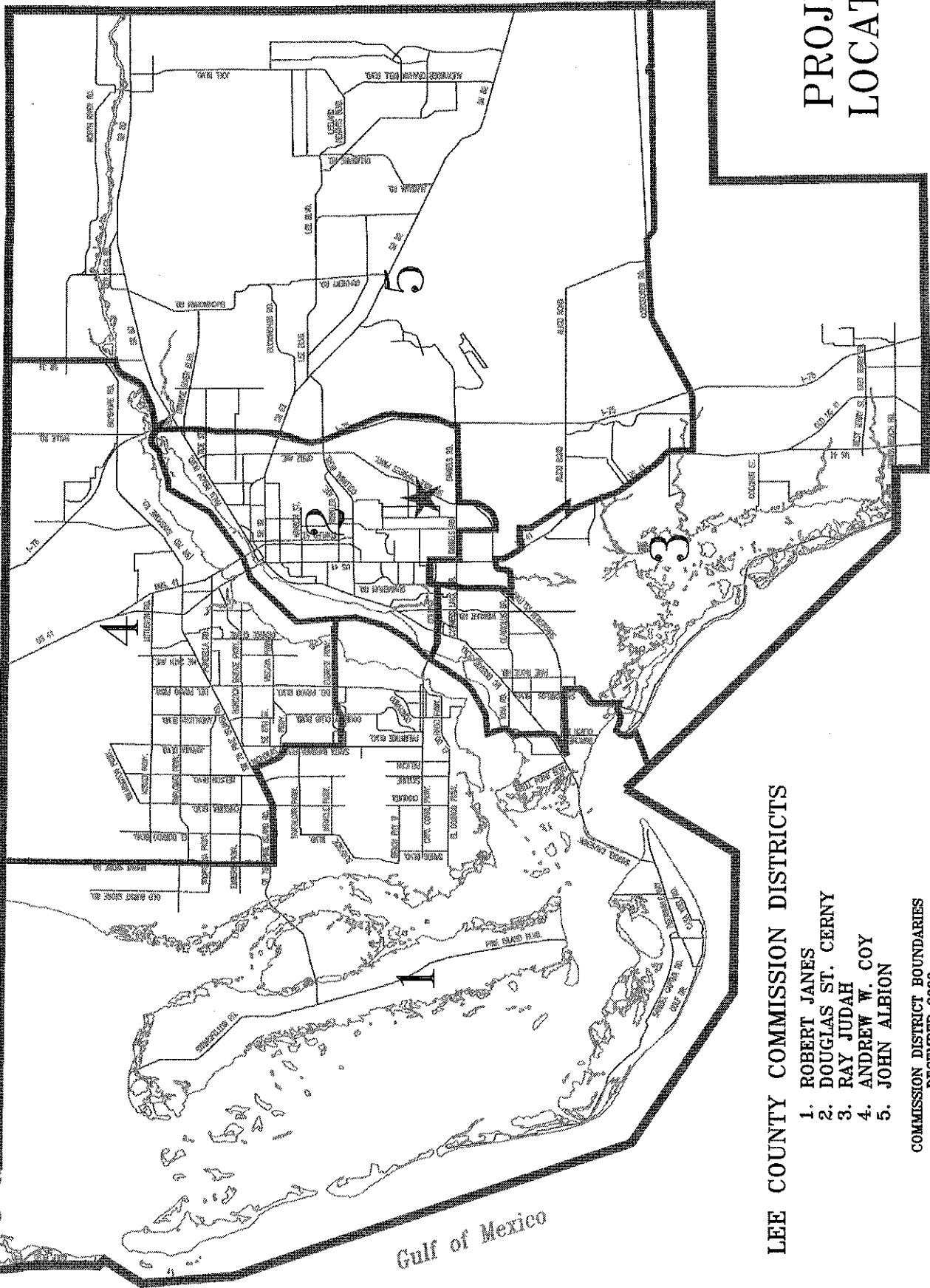
11-4

JUN 11 1991

COPY

PROJECT LOCATION

CORAL ROCK APARTMENTS
08-45-25-00-00004.0010
COMMISSION DISTRICT #2 - ST CERNY



LEE COUNTY COMMISSION DISTRICTS

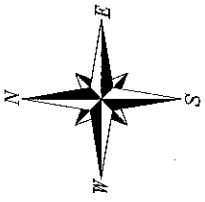
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

COPY

CORAL ROCK APARTMENTS

COMMISSION DISTRICT #2 - ST CERNY



PENZANCE BLVD

PENZANCE BLVD

PENZANCE BLVD

SUBJECT PARCEL

00004
0010

SIX MILE CYPRESS PKWY

7400 PENZANCE BLVD

08-45-25-00-00004.0010

WINE PALM

JV PARKER LN

PARKER LN

08-45-25-021

08-45-25-022

08-45-25-023

08-45-25-024

08-45-25-025

08-45-25-026

08-45-25-027

08-45-25-028

08-45-25-029

08-45-25-030

08-45-25-031

08-45-25-032

08-45-25-033

08-45-25-034

08-45-25-035

08-45-25-036

08-45-25-037

08-45-25-038

08-45-25-039

08-45-25-040

08-45-25-041

08-45-25-042

08-45-25-043

08-45-25-044

08-45-25-045

08-45-25-046

08-45-25-047

08-45-25-048

08-45-25-049

08-45-25-050

08-45-25-051

08-45-25-052

08-45-25-053

08-45-25-054

08-45-25-055

08-45-25-056

08-45-25-057

08-45-25-058

08-45-25-059

08-45-25-060

08-45-25-061

08-45-25-062

08-45-25-063

08-45-25-064

08-45-25-065

08-45-25-066

08-45-25-067

08-45-25-068

08-45-25-069

08-45-25-070

08-45-25-071

08-45-25-072

08-45-25-073

08-45-25-074

08-45-25-075

08-45-25-076

08-45-25-077

08-45-25-078

08-45-25-079

08-45-25-080

08-45-25-081

08-45-25-082

08-45-25-083

08-45-25-084

08-45-25-085

08-45-25-086

08-45-25-087

08-45-25-088

08-45-25-089

08-45-25-090

08-45-25-091

08-45-25-092

08-45-25-093

08-45-25-094

08-45-25-095

08-45-25-096

08-45-25-097

08-45-25-098

08-45-25-099

08-45-25-100

08-45-25-101

08-45-25-102

08-45-25-103

08-45-25-104

08-45-25-105

08-45-25-106

08-45-25-107

08-45-25-108

08-45-25-109

08-45-25-110

08-45-25-111

08-45-25-112

08-45-25-113

08-45-25-114

08-45-25-115

08-45-25-116

08-45-25-117

08-45-25-118

08-45-25-119

08-45-25-120

08-45-25-121

08-45-25-122

08-45-25-123

08-45-25-124

08-45-25-125

08-45-25-126

08-45-25-127

08-45-25-128

08-45-25-129

08-45-25-130

08-45-25-131

08-45-25-132

08-45-25-133

08-45-25-134

08-45-25-135

08-45-25-136

08-45-25-137

08-45-25-138

08-45-25-139

08-45-25-140

08-45-25-141

08-45-25-142

08-45-25-143

08-45-25-144

08-45-25-145

08-45-25-146

08-45-25-147

08-45-25-148

08-45-25-149

08-45-25-150

08-45-25-151

08-45-25-152

08-45-25-153

08-45-25-154

08-45-25-155

08-45-25-156

08-45-25-157

08-45-25-158

08-45-25-159

08-45-25-160

08-45-25-161

08-45-25-162

08-45-25-163

08-45-25-164

08-45-25-165

08-45-25-166

08-45-25-167

08-45-25-168

08-45-25-169

08-45-25-170

08-45-25-171

08-45-25-172

08-45-25-173

08-45-25-174

08-45-25-175

08-45-25-176

08-45-25-177

08-45-25-178

08-45-25-179

08-45-25-180

08-45-25-181

08-45-25-182

08-45-25-183

08-45-25-184

08-45-25-185

08-45-25-186

08-45-25-187

08-45-25-188

08-45-25-189

08-45-25-190

08-45-25-191

08-45-25-192

08-45-25-193

08-45-25-194

08-45-25-195

08-45-25-196

08-45-25-197

08-45-25-198

08-45-25-199

08-45-25-200

08-45-25-201

08-45-25-202

08-45-25-203

08-45-25-204

08-45-25-205

08-45-25-206

08-45-25-207

08-45-25-208

08-45-25-209

08-45-25-210

08-45-25-211

08-45-25-212

08-45-25-213

08-45-25-214

08-45-25-215

08-45-25-216

08-45-25-217

08-45-25-218

08-45-25-219

08-45-25-220

08-45-25-221

08-45-25-222

08-45-25-223

08-45-25-224

08-45-25-225

08-45-25-226

08-45-25-227

08-45-25-228

08-45-25-229

08-45-25-230

08-45-25-231

08-45-25-232

08-45-25-233

08-45-25-234

08-45-25-235

08-45-25-236

08-45-25-237

08-45-25-238

08-45-25-239

08-45-25-240

08-45-25-241

08-45-25-242

08-45-25-243

08-45-25-244

08-45-25-245

08-45-25-246

08-45-25-247

08-45-25-248

08-45-25-249

08-45-25-250

08-45-25-251

08-45-25-252

08-45-25-253

08-45-25-254

08-45-25-255

08-45-25-256

08-45-25-257

08-45-25-258

08-45-25-259

08-45-25-260

08-45-25-261

08-45-25-262

08-45-25-263

08-45-25-264

08-45-25-265

08-45-25-266

08-45-25-267

08-45-25-268

08-45-25-269

08-45-25-270

08-45-25-271

08-45-25-272

08-45-25-273

08-45-25-274

08-45-25-275

08-45-25-276

COPY

Warranty

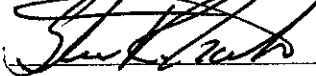
THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development):

“CORAL ROCK APARTMENTS”

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.

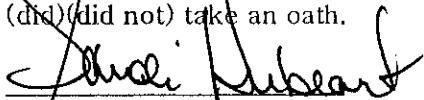
It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Gulf Coast Underground, Inc.

BY:  , President
Steven R. Goble

STATE OF FLORIDA)
COUNTY OF LEE)

The forgoing instrument was signed and acknowledged before me this 30th day of MAY, 2001 by STEVEN R. GOBLE who is personally known and who (did)(did not) take an oath.


Notary Public Signature

SANDI HUBEART
Printed Name of Notary Public
CC910398
Notary Commission Number



Sandi Hubeart
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

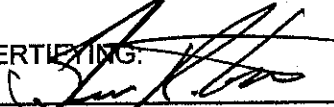
(Notary Seal)

7/1/96

11.2

JUN 11 2001

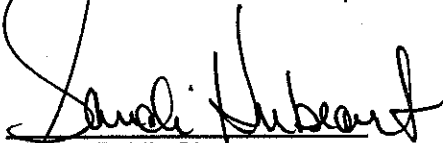
I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:  President
(Name and Title of Certifying Agent)
OF: Gulf Coast Underground, Inc.
(Firm or Corporation)

Address: 6421-1 Metro Plantation Road
Fort Myers, FL 33912

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 30th day of May 2001, by STEVEN R. GOBLE who is personally know and who (did) (did not) take an oath.


Notary Public Signature

Sandi Hubert
Printed Name of Notary Public

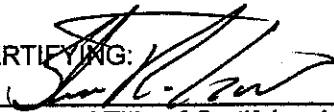
CC910398
Notary Commission Number



Sandi Hubert
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal)

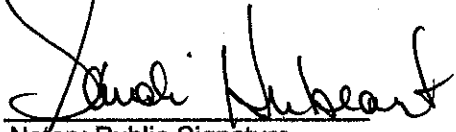
I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:  President
(Name and Title of Certifying Agent)
OF: Gulf Coast Underground, Inc.
(Firm or Corporation)

Address: 6421-1 Metro Plantation Road
Fort Myers, FL 33912

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 30th day of May 2001, by STEVEN R. GOBLE who is personally know and who (did) (did not) take an oath.


Notary Public Signature

Sandi Hubert
Printed Name of Notary Public

CC910398
Notary Commission Number



Sandi Hubert
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC

(Notary Seal)

JUN 11 2001

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 B & K Associates, 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 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 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

CTY ATTY APPROVED 2000 PUE

APR -9 REC'D

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.

Exhibit "A"

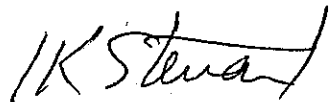
Coral Rock Apartments
7420 Penzance Blvd.
Fort Myers, Fl 33912

June 20, 2001

Legal Description
20' Watermain Easement

From the S. W. corner of the S.E. ¼ of the S.W. ¼ of Section 8, Township 45 South, Range 25 East, Lee County, Florida, as marked by a Deni & Associates., Inc., 5/8" iron rod, proceed N88° 50' 04"E, 658.43 feet to the Southwest corner of the Coral Rock property; thence run N 01° 41' 20"W, 660.12 feet to the Northwest corner of the Coral Rock property; thence run N 88° 46' 21"E, 405.95 feet to the Point-of-Beginning; thence N 88° 46' 21"E, 20.00 feet; thence S 02° 20' 51"E, 41.00 feet; thence S 88° 44' 10"W, 266.39 feet; thence S 43° 31' 59"W, 162.92 feet; thence S 01° 41' 20"E, 353.44 feet; thence S 46° 11' 28"E, 147.56 feet; thence S 43° 48' 32", 20.00 feet; thence N46° 11' 28"W, 155.87 feet; thence N 01° 41' 20"W, 6.36 feet; thence S 87° 39' 09" W, 158.25 feet; thence N 02° 20' 51"W, 20.00'; thence N 87° 39' 09"E, 157.03 feet; thence N 01° 41' 20"W, 343.53 feet; thence N 43° 31' 59"E, 179.62 feet; thence N 88° 44' 10" E, 254.34 feet; thence N 02° 20' 51"E, 21.01 feet to the Point-of-Beginning, containing 0.52 Acres, more or less.

This legal description is derived from design data as found on Sheet 4 of 6 of the utility plan for Coral Rock Apartments, by Barbot, Steuart & Associates, Inc. 3228 Evans Ave., Fort Myers Fl 33901, phone 941/936-7353, fax 941/936-5823



I.K. Steuart PE, 15796 06-19-01

3919_14

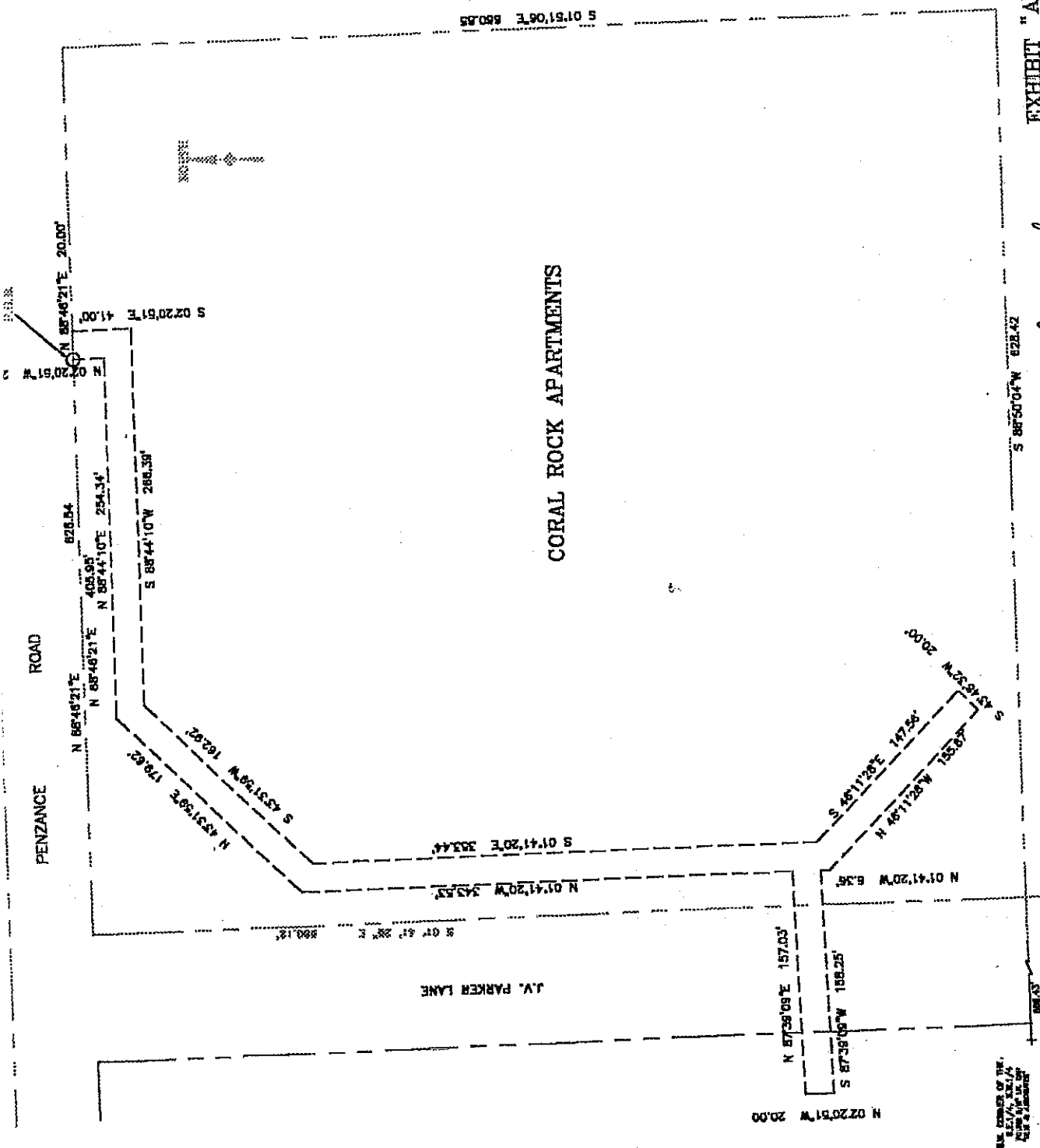


EXHIBIT "A"
 WATERMAIN EASEMENT
 BARBOT, STEUART & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 3228 SWANEE AVENUE, FORT MEADE, FLORIDA 32901
 L. M. STEUART, P.E. 8796L 05-28-01
L.M. Steuart

ALL DIMENSIONS OF THIS
 EASEMENT ARE IN FEET
 AND DECIMALS THEREOF

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 CORAL ROCK APARTMENTS (EASEMENT DONATION) project. B + K ASSOCIATES
ACCOUNT NO. OD5360748700.504930 BS 20020378-UTL

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