

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020815-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of one utility easement, as a donation of a water main extension and a gravity main extension serving **Jacquelin Bridals**. This is a developer contributed asset project located on the east side of the Technology Court Extension, approximately 500' south of Six-Mile Cypress Parkway.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES: Places the water and sewer mains into operation and complies with the Lee County Utilities Operations Manual.

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

C 10 H

3. MEETING DATE:

8-6-02

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 7/14/02

7. BACKGROUND:

The Board granted permission to construct on 04/02/02, Blue Sheet #20020172. 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. Satisfactory closed circuit television inspection of the gravity collection system has been performed. As-builts have been provided. 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 Contributory 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.

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

8. 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	
<i>J. Lavender</i> Date: <i>7-19-02</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>7-18</i>	<i>[Signature]</i> Date: <i>7/2/02</i>	<i>CA</i> <i>7/22/02</i>	<i>[Signature]</i> <i>7/2/02</i>	<i>JP</i> <i>7/23</i>	<i>app</i> <i>7/23</i>	<i>[Signature]</i> Date: <i>7-19-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN. *DD*
7-22-02
10:15 AM
COUNTY ADMIN. FORWARDED TO:
7/23 20

RECVD. 7/19/02
by CO. ATTY.
[Signature]
CO. ATTY. 7/22/02
FORWARDED TO:
[Signature]
10/15/02

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Pacific Peak, Inc., owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension), and sewer facilities (gravity main extension) serving "JACQUELIN BRIDALS"; 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 \$28,710.80 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: 06-14-02

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 _____

Jacquelin Bridals project, Technology Ct., Fort Myers, Fl.

(Name of Development)

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: sewer, water pressure, and any other sewer & water tests as required.

Very truly yours,

I.K. Steuart - Barbot, Steuart & Assoc., Inc.

(Owner or Name of Corporation)

I.K. Steuart

(Signature)

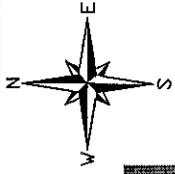
President

(Title)

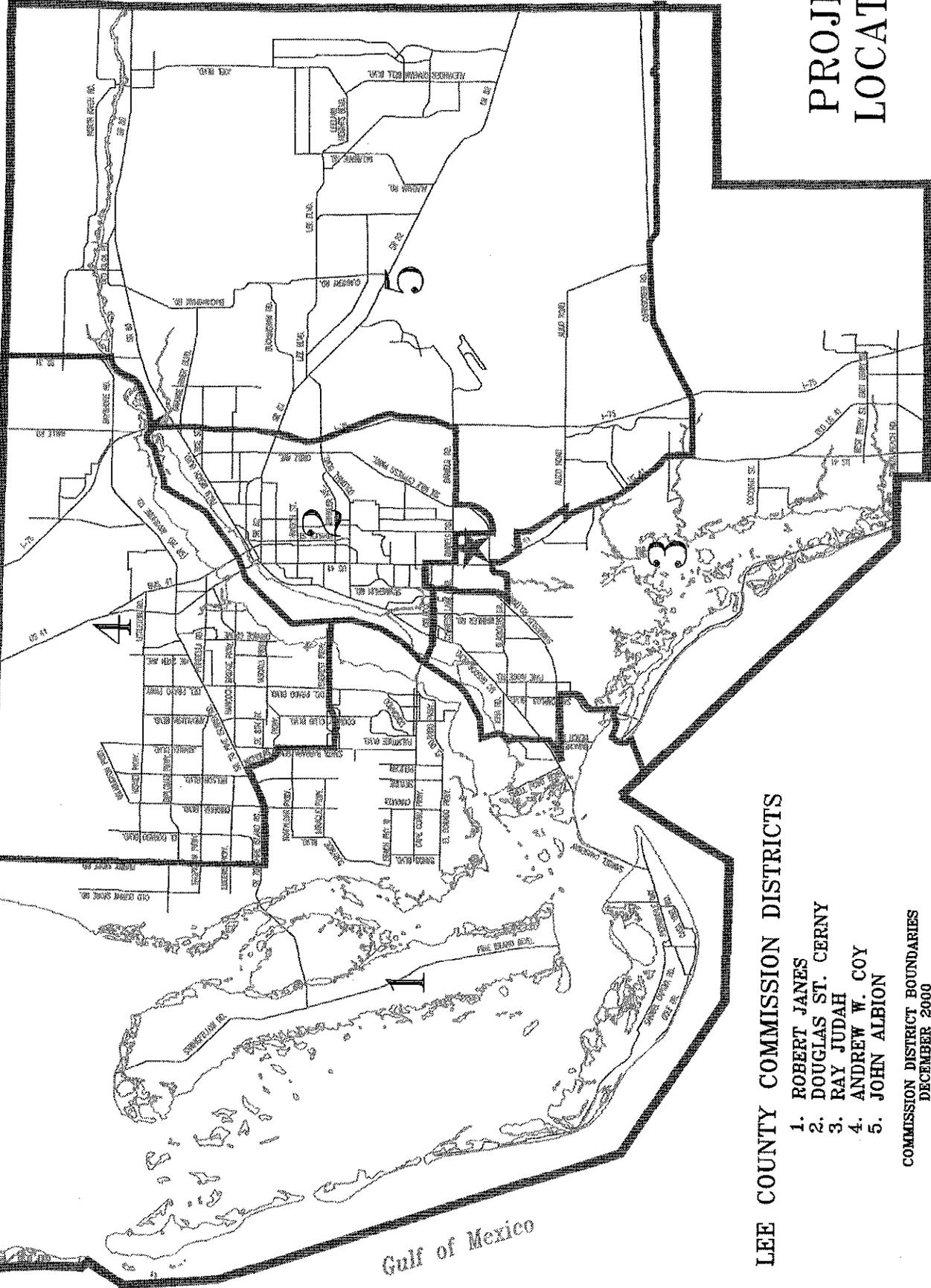
SEAL OF ENGINEERING FIRM

JUN 21 REC'D

COPY



JAQUELIN BRIDALS
25-43-24-06-00000.0040
COMMISSION DISTRICT #5 - ALBION



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

JAQUELINE BRIDALS - PACIFIC PEAK INC

COMMISSION DISTRICT #5 - ALBION

254524
035

C PRATT/SIX MILE CYPRESS PKWY (SR 865)

254524

PVC

PORTION OF WATER/SEWER CAPACITY
FEES PRE-PAID *SEE KINSEY PROPERTIES FILE
ADDITIONAL FEES WILL BE DUE
TAK 06/26/02

PORTION OF WATER/SEWER CAPACITY
FEES PRE-PAID *SEE KINSEY PROPERTIES FILE
ADDITIONAL FEES WILL BE DUE
TAK 06/26/02

TECHNOLOGY CT

FULL WATER/SEWER
CAPACITY FEES DUE
TAK 06/26/02

254524
054

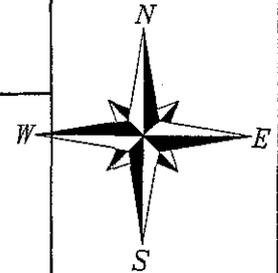
FULL WATER/SEWER
CAPACITY FEES DUE
TAK 06/26/02

FULL WATER/SEWER
CAPACITY FEES DUE
TAK 06/26/02

254524
055

FULL WATER/SEWER
CAPACITY FEES DUE
TAK 06/26/02

SUBJECT PARCEL



25-45-24-06-00000.0040

14975 TECHNOLOGY COURT

COPY

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): _____

JAOUELIN BRIDALS

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: [Signature], President
Steven R. Goble

STATE OF FLORIDA)
COUNTY OF LEE)

The forgoing instrument was signed and acknowledged before me this 10th day of June, 2002 by STEVEN R. GOBLE who is personally known and who (did)(did not) take an oath.

[Signature]
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)

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.
[Signature] 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 4th day of June 2002 by STEVEN R. GOBLE who is personally know and who (did) (did not) take an oath.

[Signature]
Notary Public Signature

Sandi Hubeart
Printed Name of Notary Public

00910398
Notary Commission Number



Sandi Hubeart
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: [Signature] 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 4th day of June 2002 by **STEVEN R. GOBLE** who is personally know and who (did) (~~did not~~) take an oath.

[Signature: Sandi Hubeart]
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)

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 WenJongWu/Jacquelin Bridals (Pacific Peak, Inc.), 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 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.

MERIDIAN SURVEYING & MAPPING

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF AN EASEMENT LYING IN
SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

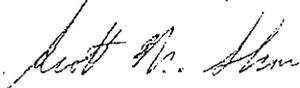
COMMENCING AT A THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE S89°09'00"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 FOR 336.79 FEET; THENCE N00°29'36"W FOR 222.00 FEET; THENCE S.89°09'00"W. FOR 322.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S89°09'00"W FOR 30.00 FEET; THENCE N00°29'36"W FOR 373.42 FEET; THENCE N89°06'07"E FOR 30.00 FEET; THENCE S00°29'36"E FOR 21.54 FEET; THENCE N89°30'24"E FOR 20.00 FEET; THENCE S00°29'36"E FOR 20.00 FEET; THENCE S89°30'24"W FOR 20.00 FEET; THENCE S00°29'36"E FOR 94.69 FEET; THENCE N89°30'24"E FOR 20.00 FEET; THENCE S00°29'36"E FOR 20.00 FEET; THENCE S89°30'24"W FOR 20.00 FEET; THENCE S00°29'36"E FOR 217.22 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 12,003 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST AS BEING S89°09'00"W.

MERIDIAN SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071



SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

1457SK3.doc

Jaquelin Bridals

SKETCH TO ACCOMPANY DESCRIPTION

- LEGEND:**
- P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - O.R. = OFFICIAL RECORD BOOK
 - D.B. = DEED BOOK
 - PG. = PAGE

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

* THIS IS NOT A SURVEY *

BY: *Scott M. Shore*
 SCOTT M. SHORE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5743
 DATE SIGNED: 10-22-2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION

5245 RAMSEY WAY, SUITE #2
 FORT MYERS, FLORIDA 33907
 PHONE: (841) 275-8578
 FAX: (841) 275-8457
 www.meridianh.com

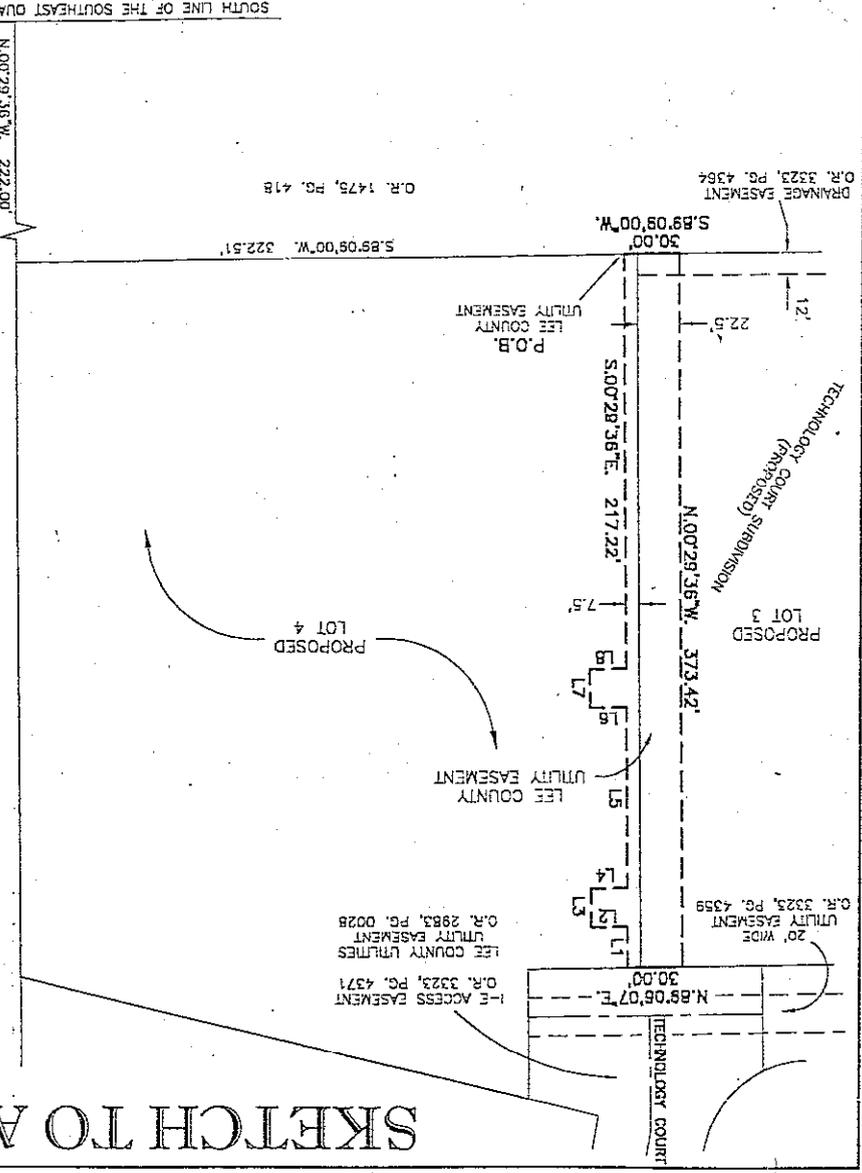
MERIDIAN
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS-PLANNERS
 LB# 7071

Line	Bearing	Distance
L1	S.00°29'36"E	21.54'
L2	N.89°30'24"E	20.00'
L3	S.00°29'36"E	20.00'
L4	S.89°30'24"W	20.00'
L5	S.00°29'36"E	20.00'
L6	N.89°30'24"E	20.00'
L7	S.00°29'36"E	20.00'
L8	N.89°30'24"E	20.00'
L9	S.00°29'36"E	94.69'
L10	S.89°30'24"W	20.00'
L11	S.00°29'36"E	20.00'
L12	N.89°30'24"E	20.00'
L13	S.00°29'36"E	20.00'
L14	S.89°30'24"W	20.00'
L15	S.00°29'36"E	20.00'
L16	N.89°30'24"E	20.00'
L17	S.00°29'36"E	20.00'
L18	S.89°30'24"W	20.00'

LINE TABLE

FILE NAME	1457SK3.DWG	DRAWN BY:	SMS	SCALE:	1" = 80'
FIELD BOOK/PAGE	N/A	CHECKED BY:	DOC/SMS	DATE:	10-11-2021
PROJECT NO.	1457	SHEET:	2 OF 2		

P.O.C.
 SOUTHEAST CORNER OF
 SECTION 25-45-24
 (BEARING BASIS)
 S.89°08'00"W, 338.75'
 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25-45-24



COPY