

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20021460 -UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a Utility Easement as a donation for a water main extension and one 4" diameter fire line serving **GRATE, FIREPLACE & STONE SHOPPE**. This is a Developer contributed asset project located on the east side of S. Tamiami Trail approximately 750' south of Island Park Road.

WHY ACTION IS NECESSARY:

To provide potable water service and fire protection the recently constructed retail building.

WHAT ACTION ACCOMPLISHES:

Places the water main and fire line into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 3

C10C

3. MEETING DATE:

1-14-03

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: *12/19/02*

7. BACKGROUND:

The Board granted permission to construct on 10/01/02, Blue Sheet #20021028.
 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.
 Sewer service is provided by an on-site septic system.
 100% of the water connection fees have been paid.
 Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 01 TOWNSHIP 46S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

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>12-27-02</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>12-19</i>	<i>D.O.</i> D. Owen Date: <i>12/27/02</i>	<i>12/30/02</i>	<i>12/23</i>	<i>12/30/02</i>	<i>12/30/02</i>	<i>J. Lavender</i> Date: <i>12-27-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: *12/27/02*

Time: *1:30 PM*

Forwarded to: *Budget*

12/27/02 3:50pm

RECEIVED BY
COUNTY ADMIN. *AM*

12-22-02

3:40

COUNTY ADMIN.
FORWARDED TO:

Va 300

RESOLUTION NO. _____

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

WHEREAS, it is the desire of William J. + Helyn R. Stasko, owners of record, to make a contribution to Lee County Utilities of water facilities (water main extension and one 4" diameter fire line), serving "GRATE, FIREPLACE & STONE SHOPPE"; 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 **\$8,465.00** 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 _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah(C): _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

7
LETTER OF COMPLETION

DATE:11-19-02

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 system(s) located in 16611 South Tamiami Trail, South Fort Myers

Grate Fireplace & Stone Shoppe

(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 tests, bacteriological tests, detector check valve pressure test, walk through acceptance inspection by Lee County Utilities.

Very truly yours,

I.K. Steuart, P.E.

(Owner or Name of Corporation)



(Signature)

President

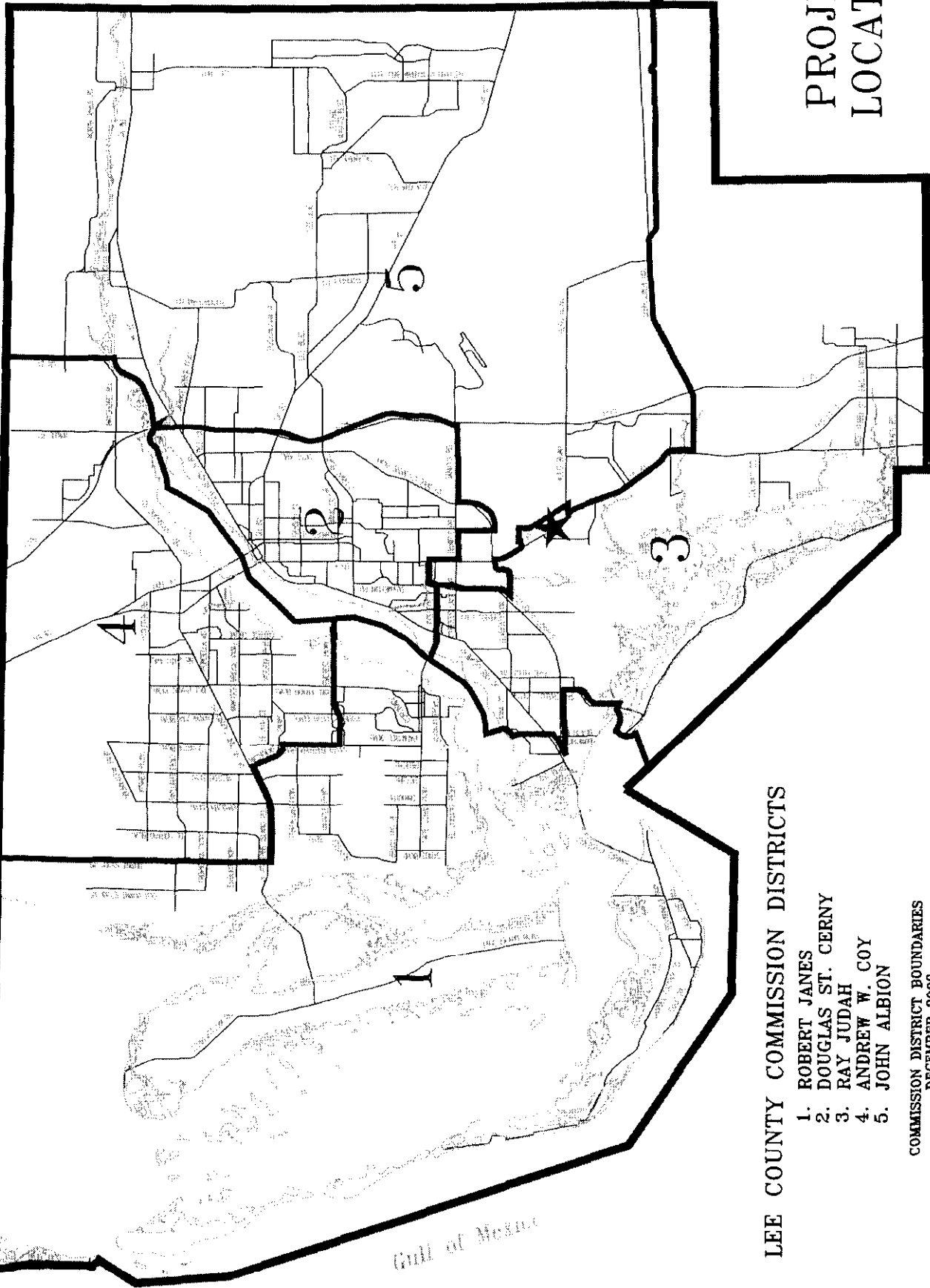
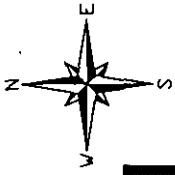
(Title)

(SEAL OF ENGINEERING FIRM)

Barbot, Steuart & Associates, Inc.
3228 Evans Avenue
Fort Myers, Florida 33901

(DLCU:ENG)

GRATE, FIREPLACE & STONE SHOPPE
01-46-24-00-00007.003A
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

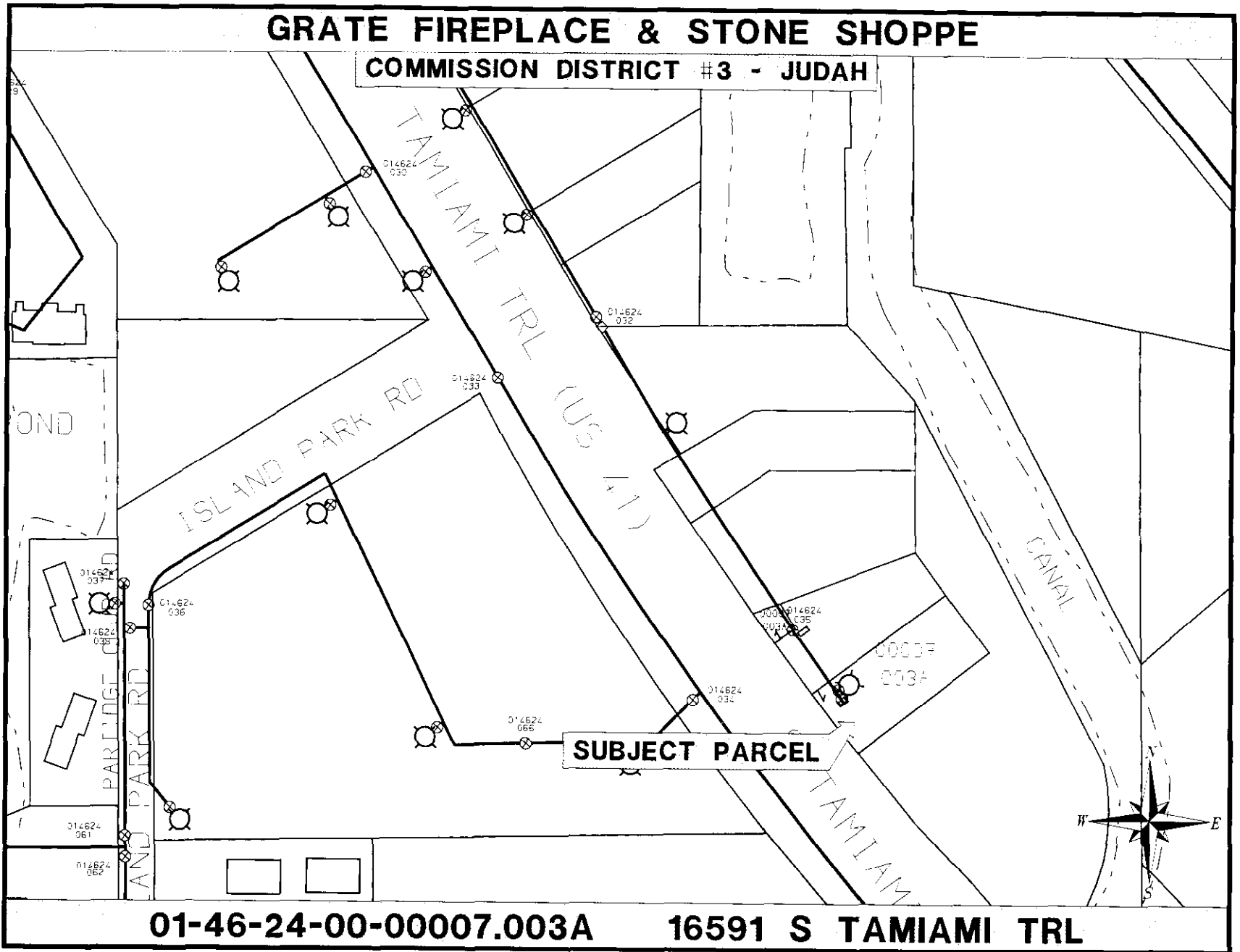
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

GRATE FIREPLACE & STONE SHOPPE

COMMISSION DISTRICT #3 - JUDAH



01-46-24-00-00007.003A

16591 S TAMIAMI TRL

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): **GRATE FIREPLACE & STONE – Strap# 01-46-24-00-00007.003A** 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.

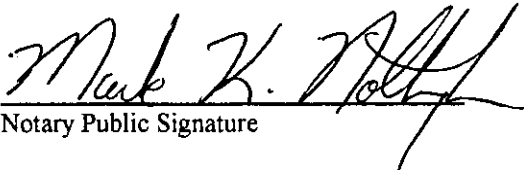
CHRISTO, INCORPORATED
(NAME OF OWNER OR CONTRACTOR)

BY: 
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 23RD day of OCTOBER, 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)


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 Eight thousand four hundred sixty five and no cents (\$ 8,465.00)

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:

GRATE FIREPLACE & STONE

16611 S. TAMiami TRAIL FORT MYERS, FL LEE COUNTY

STRAP# 01-46-24-00-00007.003A

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

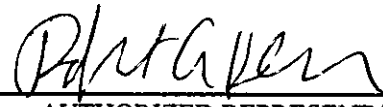
TIE INTO EX. 10" WATERLINE & INSTALL 64 LF 10" PVC, 10" GATE

VALVE, 10" X 4" TEE ^ 4" FIRE LINE, 1" WATER SERVICE, 2" BLOW-OFF Christo, Incorporated

ASSY. 20 LF 20" CASING (FOR FUTURE ROAD CROSSING) TO SERVE 4461-B Hancock Bridge Pkwy.

NEW COMMERCIAL BUILDING. N. Fort Myers, Florida 33903

NAME & ADDRESS OF FIRM OR CORPORATION

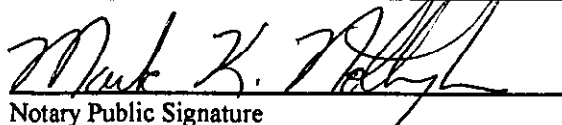
BY: 
AUTHORIZED REPRESENTATIVE
ROBERT A. KEILING-PRESIDENT

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 23RD day of

OCTOBER, 20 02 by ROBERT A. KEILING

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


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

(NOTARY SEAL)

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 23rd

day of OCTOBER, 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

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

CC900356 Jan. 6, 2004
Notary Commission Number

(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 __, ____, by and between William Stasko, 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 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 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

X Asheley Mass (Signature of 1st Witness) X [Signature] (Grantor's/Owner's Signature)

Asheley Mass (Name of 1st Witness) William Stasko (Grantor's/Owner's Name)

X [Signature] (Signature of 2nd Witness) Owner Title

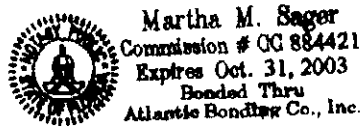
Donald D. Slisher (Name of 2nd Witness)

STATE OF FL)) SS: COUNTY OF LEE)

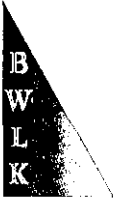
The foregoing instrument was signed and acknowledged before me this 15 th day of NOV 2002 by William Stasko who is personally known to me - , and who did take an oath.

[Signature] Notary Public Signature

Martha M. Sager Printed Name of Notary Public



(Notary Seal & Commission Number)



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1
Fort Myers, Florida 33919-5910
email -- fmooffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a
20 Foot Waterline Easement
in
Section 1, Township 46 South, Range 24 East
(William J. Stasko and Helyn R. Stasko)

A tract or parcel of land situated in the State of Florida, County of Lee, being part of Section 1, Township 46 South, Range 24 East, being further bounded and described as follows:

Starting at the intersection of the east line of said Section 1 and the northeasterly right-of-way line of U.S. 41 (200 feet wide), said point being on a curve concave to the northeast having a radius of 5597.58 feet and to which point a radial line bears S50°52'34"W; thence northwesterly along said northeasterly right-of-way line and along said curve through a central angle of 1°31'47" for 149.45 feet, said curve having a chord bearing of N38°21'33"W and a chord distance of 149.45 feet to the southwesterly most corner of that parcel as recorded in Official Record Book 3336 starting at Page 158; thence N52°29'20"E along the south line of the above described parcel for 31.50 feet to the Point of Beginning of the herein described waterline easement (20.00 feet wide); thence N35°43'10"W along the centerline of said easement for 47.05 feet; thence N29°59'48"W along said centerline for 41.02 feet; thence N42°15'20"W for 37.82 feet to the terminus of said centerline and being a point on the north line of said parcel as described in Official Record Book 3336 starting at Page 158, said point being 33.98 feet northeasterly of, as measured along the northwesterly line of said parcel, the northeasterly right-of-way line of said U.S. 41.

The sidelines of said easement to be extended or shortened to provide an easement 20 feet in width from the southeasterly line of said parcel as recorded in Official Record Book 3336 starting at Page 158 to the northwesterly line of said described parcel.

Bearings are based on the east line of said Section 1 as bearing N00°18'00"W.

32119DESC1

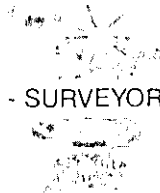
11/11/02

Sheet 1 of 2

PRINCIPALS

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, P.L. MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES

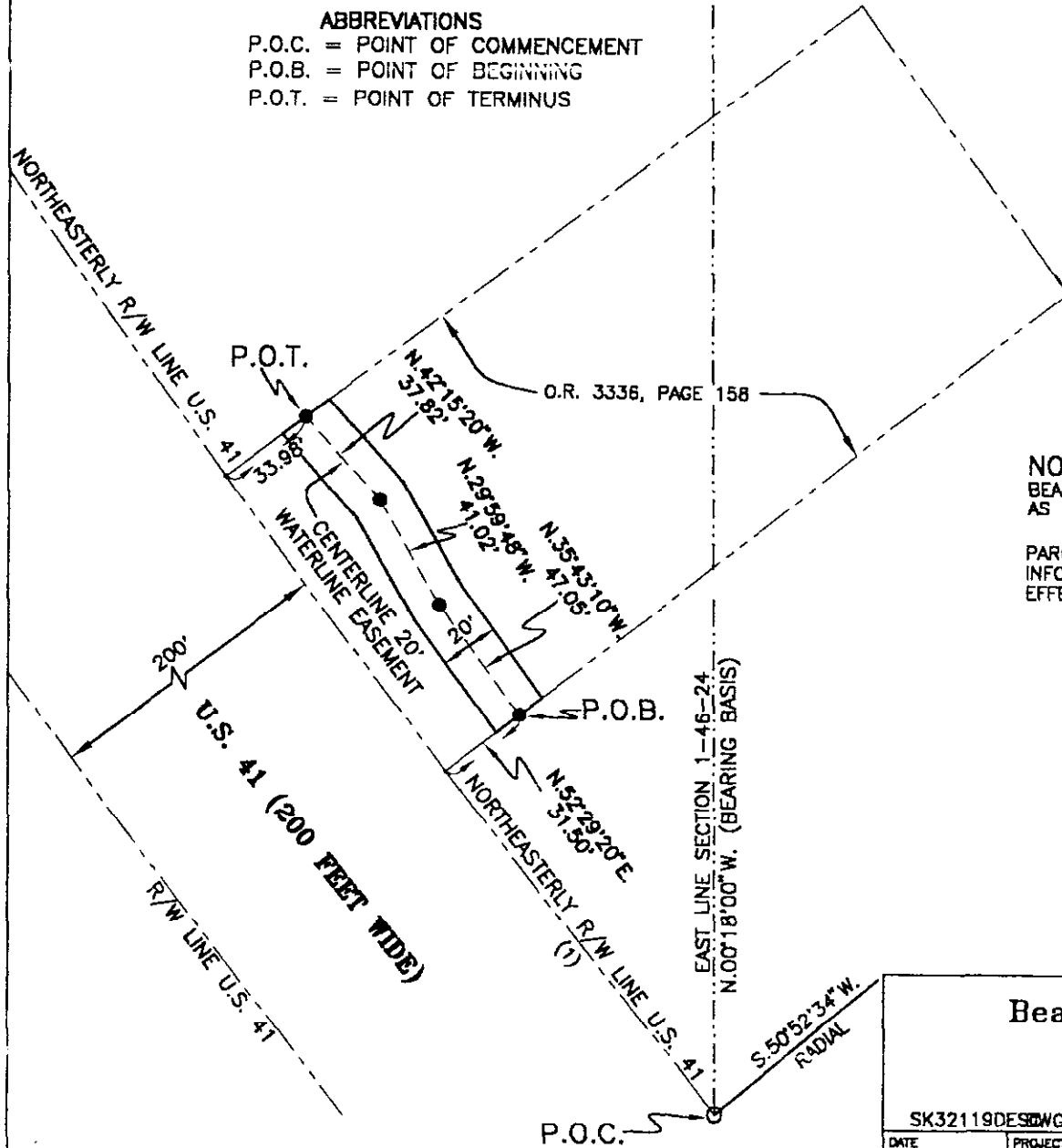
CHARLES D. KNIGHT, PSM
ELWOOD FINEFIELD, PSM
TRACY N. BEAN, AICP
W. BRITT POMEROY, JR., PSM

CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD BEARING	CHORD DISTANCE
1	5597.58'	01°31'47"	149.45'	N38°21'33" W	149.45'

SKETCH TO ACCOMPANY DESCRIPTION

"SEE ATTACHED DESCRIPTION"
"SHEET 1 OF 2"

ABBREVIATIONS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS



NOTES

BEARINGS BASED ON THE EAST LINE OF SECTION 1-46-24 AS BEARING N.0°18'00\" W.

PARCEL LIES IN FLOOD ZONE A14, BASE FLOOD ELEVATION OF 11' INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 125124 0350 B, EFFECTIVE DATE SEPTEMBER 19th, 1984 (INDEX MAP DATED 12-20-00).

*** THIS IS NOT A SURVEY ***
Bean, Whitaker, Lutz & Kareh, Inc.

William E. Bean
WILLIAM E. BEAN P.L.S.
Florida Certification No. 3261

SKETCH TO ACCOMPANY DESCRIPTION

Bean, Whitaker, Lutz & Kareh, Inc.

CONSULTING ENGINEERS AND SURVEYORS LB 4919

13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5810 (941) 481-1331

SK32119DESIGN

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
11-11-02	32119	WF	1" = 60'	2 OF 2	1-46-24