

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 AGENDA ITEM SUMMARY

BLUE SHEET NO: 20021459-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution, and recording of a Utility Easement as a donation of a water distribution system serving **Waters Edge at Peppertree Pointe, Phase III**. This is a developer contributed asset project located on the north of Iona Road and East of Laguna Drive

WHY ACTION IS NECESSARY: To provide potable water service, and fire protection to this phase of the residential development.

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

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

C10D

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 06/11/02, Blue Sheet #20020599.
 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.
 Record drawings 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.
 Sanitary sewer service is provided by Lee County Utilities via a recently constructed private gravity collection system, lift station and main, which ties into existing infrastructure located within the right-of-way of Iona Road.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTIONS 36 & 25 TOWNSHIP 45S RANGE 23E DISTRICT #3 COMMISSIONER JUDAH

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 |
|---|----------------------------|------------------------|--|--|------------------------|--------------------|---|
| <i>J. Lavender</i> Date: <i>12-27-02</i> | N/A Date: | N/A Date: | <i>T.O.</i> <i>T. Osterhout</i> Date: <i>12-19</i> | <i>D.O.</i> <i>D. Owen</i> Date: <i>12-27-02</i> | OA <i>12/30/02</i> | OM <i>12/25</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: *1:58 PM*

RECEIVED BY
 COUNTY ADMIN.
12-27-02
 3:40
 COUNTY ADMIN.
 FORWARDED TO:
12-300

RESOLUTION NO. _____

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

WHEREAS, it is the desire of David J. Schneckenberg, Co-Trustee, Etal, owner(s) of record, to make a contribution to Lee County Utilities of water facilities (water distribution system), serving "WATERS EDGE AT PEPPERTREE POINTE, PHASE III"; 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 **\$13,768.75** 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

LETTER OF COMPLETION

DATE: September 9, 2002

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 Water's Edge III at Peppertree Point

(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: Pressure test dated August 9, 2002

Very truly yours,

Johnson Engineering Inc.
(Owner or Name of Corporation)

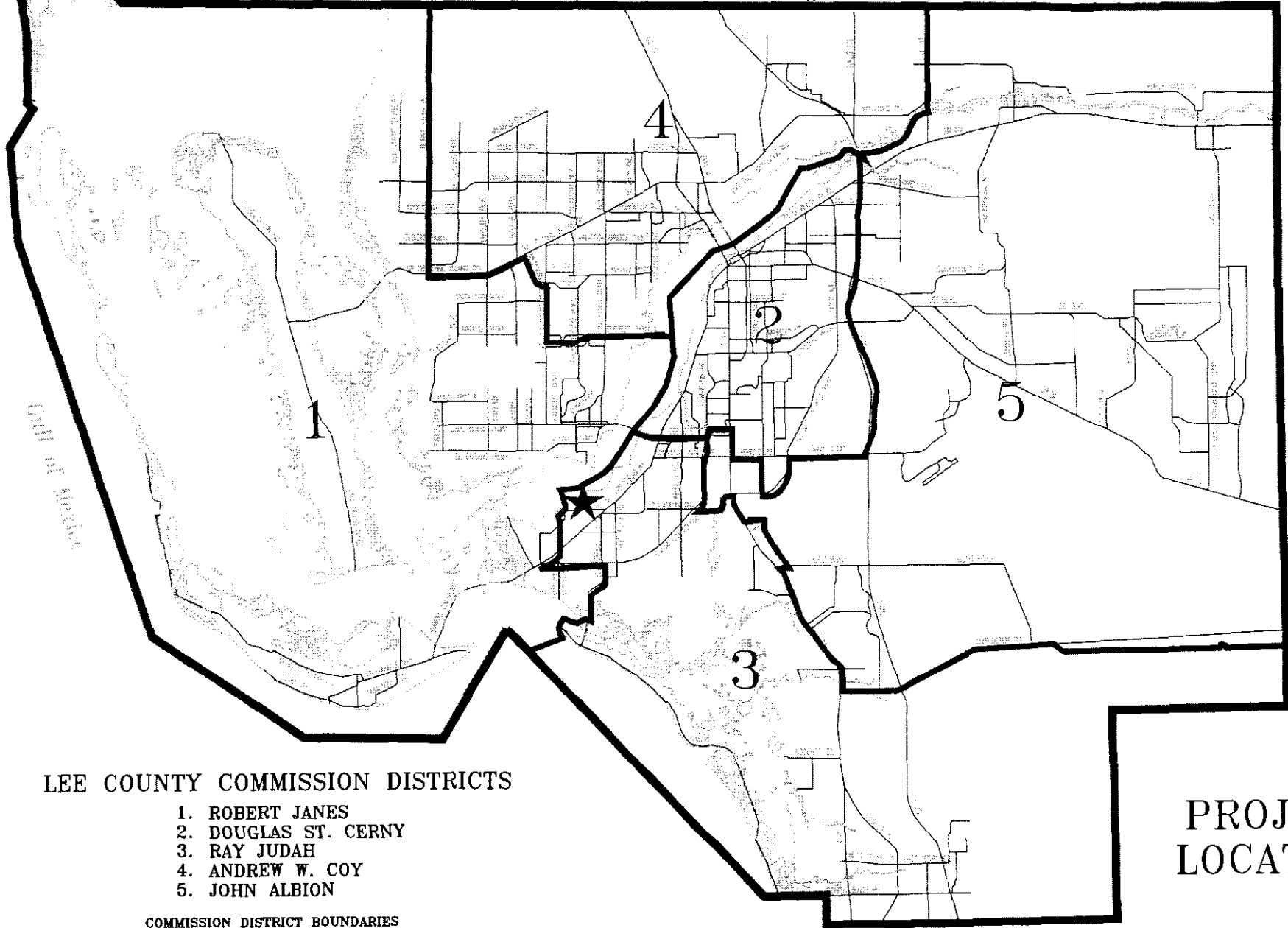
 9/9/02
(Signature)

Joseph W. Ebner, P.E.
Project Engineer

(Title)

(SEAL OF ENGINEERING FIRM)

WATER'S EDGE @ PEPPERTREE - PHASE III (LOTS 21 - 28)
36-45-23-31-00000.0210 - .0270 & 28-45-23-31-00000.0280
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

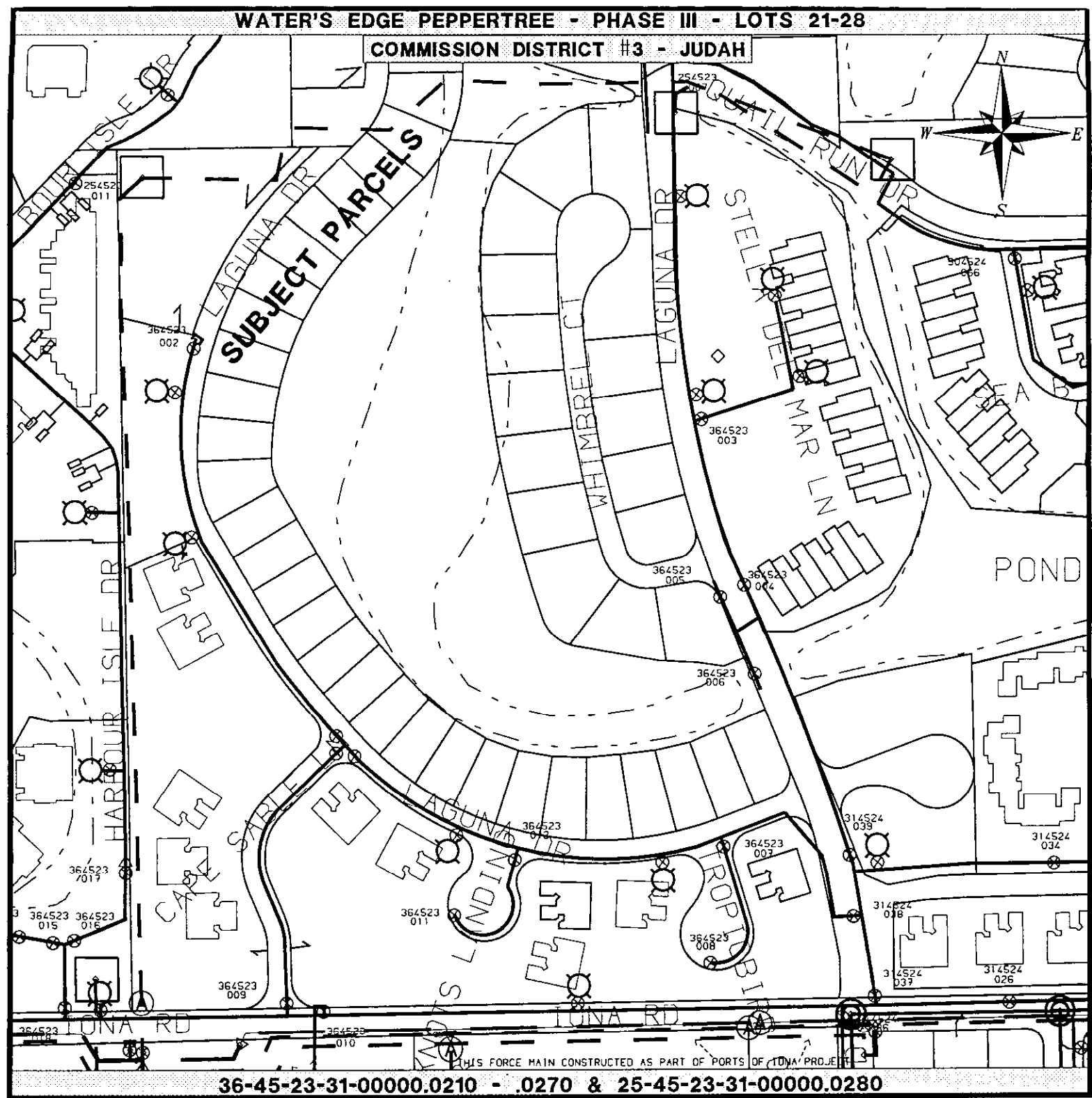
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

WATER'S EDGE PEPPERTREE - PHASE III - LOTS 21-28

COMMISSION DISTRICT #3 - JUDAH



THIS FORCE MAIN CONSTRUCTED AS PART OF PORTS OF TUNA PROJECT

36-45-23-31-0000.0210 - .0270 & 25-45-23-31-0000.0280

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):
Waters Edge Phase III @ Peppertree Pointe (Lots 21-28 ONLY)

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 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.

Sun Coast Underground
(NAME OF OWNER OR CONTRACTOR)
BY: [Signature] Pres.
(Signature & Title)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29th day of October, 2002 by Robert LaForce who has produced Personally Known as identification, and who (did) (did not) take an oath.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature
Mark LaForce
Printed Name of Notary Public
February 19, 2005
Notary Commission Number



(NOTARY SEAL)



WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Robert LaForce
as Vice President, of Sun Coast Underground
for and in consideration of Thirteen Thousand Seven Hundred Sixty
Eight Dollars & Seventy Five Cents (\$13,768.75)
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:

Waters Edge Phase III @ Peppertree Pointe
14560-14620 Laguna Drive (Lots 21-28) - Watermain System
(Please provide full name and location of development and a description of the utility system constructed.)

Sun Coast Underground
172 Egret Street
Ft. Myers Beach, FL 33931

NAME & ADDRESS OF FIRM OR CORP.
BY: [Signature] Pres.
AUTHORIZED REPRESENTATIVE

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 29th day of October, 2002 by
Robert LaForce who has produced Personally Known
(Print or Type Name) (Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

[Signature]
Notary Public Signature
Mark LaForce
Printed Name of Notary Public
February 19, 2005
Notary Commission Number



(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Waters Edge Phase III @ Peppertree Pointe

LOCATION: 14560-14620 Laguna Drive (Lots 21-28)

36-45-23-00-00016.0000 - 12160 Iona Road

(Including Strap Number)

NAME AND ADDRESS OF OWNER: David Schneckenberg, Trustee, 839 N. 11th Street

Milwaukee, WI 53233

as shown on deed

TYPE UTILITY SYSTEM: Watermain

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift station, meters, valves, fittings, etc.

| ITEM | SIZE | QUANTITY | UNIT | COST | TOTAL |
|------------------|------|----------|------|-------------|-------------|
| DR 18 Pipe | 10" | 455 | LF | \$ 12.25 | \$ 5,573.75 |
| Gate Valve | 10" | 1 | EA | \$ 1,275.00 | 1,275.00 |
| Service - Single | 1" | 2 | EA | \$ 795.00 | 1,590.00 |
| Service - Double | 1" | 4 | EA | \$ 795.00 | 3,180.00 |
| Hydrant | 6" | 1 | EA | \$ 2,150.00 | 2,150.00 |

Total = \$ 13,768.75

TOTAL AMOUNT

(If more space is required use additional page(s). Number each page and include the name of the project).



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 _____, 20____, by and between David Schneckenberg, Trustee, 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 ONE DOLLAR (\$1.00) 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 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 to be 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 any time, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to the 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 damage 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 results 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 for utility purposes.

10. This Agreement shall be binding upon the parties hereto, their successors and assigns.



March 22, 2002

DESCRIPTION

LEE COUNTY UTILITY EASEMENT (10 FEET WIDE) PHASE 5, WATERSEDGE II AT PEPPERTREE POINT

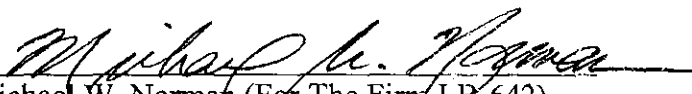
A strip of land 10 feet wide lying in Section 25, Township 45 South, Range 23 East, Lee County, Florida being a part of Phase 5 as shown on the condominium plat of Watersedge Two at Peppertree Pointe as recorded in Condominium Plat Book 21 at Pages 62 through 72, Public Records of Lee County, Florida which strip of land is described as follows:

From the southeast corner of said Phase 5 run N 76° 43' 37" W along the south line of said Phase 5 for 10.03 feet to an intersection with a curved line that is 10 feet northwesterly of and parallel and concentric with the curve northwesterly right-of-way line of Laguna Drive as shown on said plat; thence run northeasterly along said curved line to the right of radius 602.50 feet (chord bearing N 31° 03' 21" E) (chord 282.20 feet) (delta 27° 05' 16") for 284.85 feet to a point of tangency; thence run N 44° 35' 59" E for 58.51 feet to an intersection with the north line of said Phase 5; thence run N 89° 09' 48" E along said north line for 14.25 feet to an intersection with the northwesterly right-of-way line of said Laguna Drive; thence run S 44° 35' 59" W along said right-of-way line for 68.67 feet to a point of curvature; thence run southwesterly along said right-of-way line to the left of radius 592.50 feet (chord bearing S 31° 05' 30" W) (chord 276.80 feet) (delta 27° 00' 58") for 279.38 feet to the Point of Beginning.

Parcel contains 3,457 square feet, more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the east line of Section 25, Township 45 South, Range 23 East to bear N 01° 04' 12" W.


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

