

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20041280-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of water and gravity main extensions serving *San Carlos Six-Acre Center*. This is a developer contributed asset project located on the west side of S. Tamiami Trail approximately 800 feet north of Sanibel Blvd.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection, and sanitary sewer service to the recently constructed commercial development.

WHAT ACTION ACCOMPLISHES:

Places the water and wastewater facilities into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 3

C10D

3. MEETING DATE: 11-09-2004

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, P.E., Utilities Director
- DATE: 10/21/04

7. BACKGROUND:

This project is located within the former Gulf Environmental Services' service area; however, it was built to Lee County Utilities' Standards and Specifications.

The Board granted approval to construct on 02/17/04; Blue Sheet #20040113.

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.

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 Contributory Assets has been provided---copy attached.

100% of the connection/capacity fees have been paid.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 17 TOWNSHIP 46S RANGE 25E 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
					OA	OM	Risk	GC	
J. Lavender Date: 10/21/04	N/A Date:	N/A Date:	P.O. T. Osterhout Date: 10/21	[Signature] 10/25/04 Date:	10/25/04	10/26/04	10/25/04	10/25/04	[Signature] J. Lavender Date: 10/22/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 10/24/04
 Time: 2:00
 Forwarded To: [Signature]
 Date: 10/25/04

RECEIVED BY
 COUNTY ADMIN: [Signature]
 10/25/04
 COUNTY ADMIN
 FORWARDED TO: [Signature]
 10/25/04
 9 AM

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "KB Grand Bay Plaza, LTD.", owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension) and sewer facilities (gravity main extension) serving "**SAN CARLOS SIX-ACRE CENTER**"; 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 **\$66,780.00** 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 Andrew Coy: _____ (4)
- Commissioner John Albion: _____ (5)

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

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

LETTER OF COMPLETION

DATE: 9-23-04

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

Gentlemen:

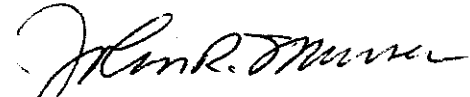
This is to certify that the water distribution and sewage collection systems located in
San Carlos Six Acre Center
(Name of Development)

were designed by Vanasse & Daylor, LLP and have been constructed in conformance with:
the approved specifications and the revised plans, attached.

Upon completion of the work, we observed the following successful tests of the facilities:
Water main pressure testing, gravity sewer low pressure air testing.

Very truly yours,

Vanasse & Daylor, LLP
(Owner or Name of Corporation)

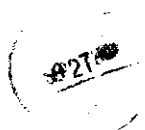


John R. Musser, P.E.
(Signature) PE #31285

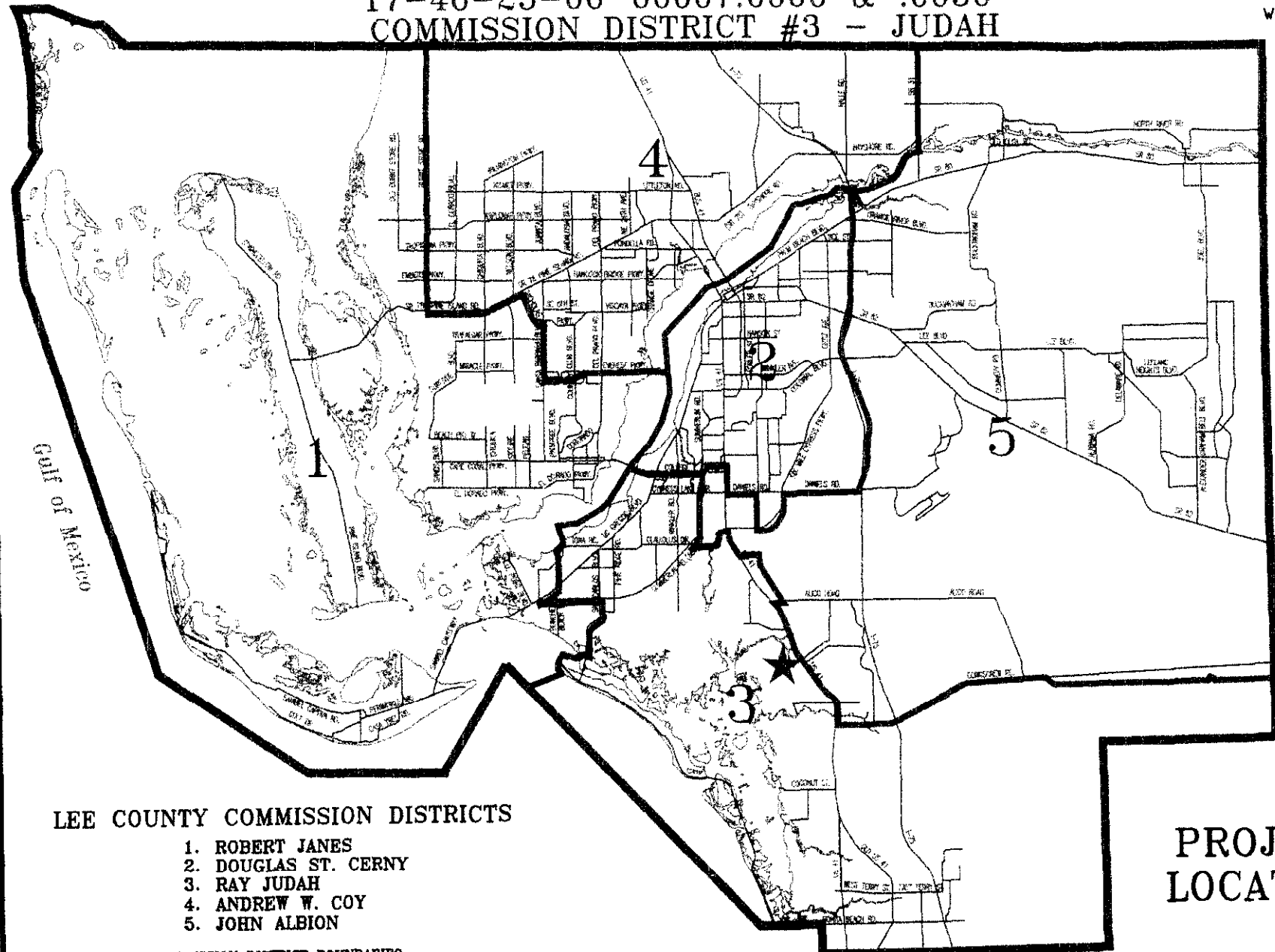
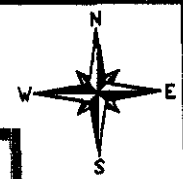
9-24-04

Engineer of Record
(Title)

(Seal of Engineering Firm)



SAN CARLOS SIX ACRES
17-46-25-00-00007.0000 & .0050
COMMISSION DISTRICT #3 - JUDAH



COOPY

LEE COUNTY COMMISSION DISTRICTS

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

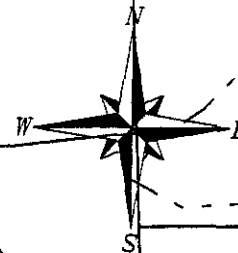
PROJECT
LOCATION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

SAN CARLOS SIX ACRES

COMMISSION DISTRICT #3 - JUDAH

SHADOW CREEK BLVD



SUBJECT PARCELS

00007
0000

17-46-25-00-00007.0000 & .0050 18894 & 18940 S TAMIAMI TRL

COPY

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of SAN CARLOS SIX ACRES 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.

STEVEN R. GOBLE
(NAME OF OWNER/CONTRACTOR)

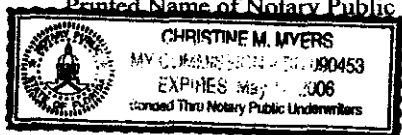
BY: *SRG*
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 27th day of JULY, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.

Christine M. Myers
Notary Public Signature

CHRISTINE M. MYERS
Printed Name of Notary Public



(Notary Seal & Commission Number)

9876543210

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 [Signature]
(Signature of Certifying Agent)

STEVEN R. GOBLE PRESIDENT
(Name & Title of Certifying Agent)

GULF COAST UNDERGROUND
(Name of Firm or Corporation)

3551 METRO PARKWAY
(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

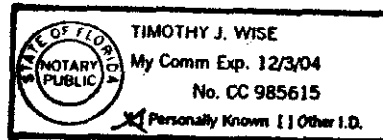
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 23 rd day of September, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.

[Signature]
Notary Public Signature

TIMOTHY J. WISE
Printed Name of Notary Public

CC985615
Notary Commission Number



(NOTARY SEAL)

SEP 23 2004

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 [Signature]
(Signature of Certifying Agent)

STEVEN R. GOBLE PRESIDENT
(Name & Title of Certifying Agent)

GULF COAST UNDERGROUND
(Name of Firm or Corporation)

3551 METRO PARKWAY
(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

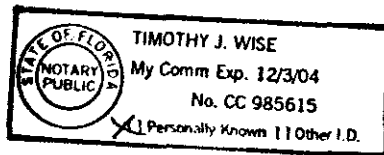
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 23 rd day of September, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.

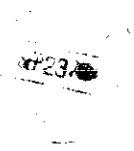
[Signature]
Notary Public Signature

TIMOTHY J. WISE
Printed Name of Notary Public

CC 985615
Notary Commission Number



(NOTARY SEAL)



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

Strap Number:
20-46-25-01-00001.0020

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2 ____ by and between BG 1, Ltd., a Florida limited partnership, Owner, hereinafter referred to as GRANTOR 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.

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 and/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.

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

Witnesses:

GRANTOR:

BG 1, LTD., a Florida Limited Partnership

Andrea Gray
Printed Name: Andrea Gray

By: KB Investment Holdings, Ltd., a Florida limited partnership, as its general partner

Dianne M. Aust
Printed Name: Dianne M. Aust

Robert E. Schmidt, Jr.
By: Robert E. Schmidt, Jr.
Its: General Partner

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of September, 2004 by Robert E. Schmidt, Jr., as General Partner of KB Investment Holdings Ltd., a Florida limited partnership, as General Partner of ~~BG 1, Ltd.~~, a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.

Linda J. Murray
Signature
Linda J. Murray
(Type or print Name of Acknowledger)

(Title or Rank)

(Serial Number, if any)

 Linda J. Murray
Commission # DD350380
Expires: AUG. 26, 2008
Bonded Through
Atlantic Bonding Co., Inc.

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 20__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

BBLs
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 239-597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION
SAN CARLOS 6 ACRES
OFF SITE LEE COUNTY UTILITY EASEMENT

A PARCEL OF LAND LOCATED IN SECTIONS 16 AND 17, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, SAN CARLOS GROVE TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 75 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE N.87°32'10"E., ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1,608.14 FEET; THENCE N.53°07'22"E., A DISTANCE OF 404.17 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.53°07'22"E., A DISTANCE OF 20.00 FEET; THENCE S.36°58'21"E., A DISTANCE OF 28.11 FEET; THENCE S.07°26'27"E., A DISTANCE OF 160.83 FEET; THENCE S.53°07'58"W., A DISTANCE OF 180.68 FEET; THENCE S.14°41'31"E., A DISTANCE OF 35.32 FEET; THENCE S.53°07'23"W., A DISTANCE OF 21.60 FEET; THENCE N.14°41'31"W., A DISTANCE OF 56.92 FEET; THENCE N.53°07'58"E., A DISTANCE OF 182.44 FEET; THENCE N.07°26'27"W., A DISTANCE OF 143.88 FEET; THENCE N.36°58'21"W., A DISTANCE OF 22.87 FEET TO THE **POINT OF BEGINNING**.

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

BEARINGS SHOWN HEREON REFER TO SAN CARLOS GROVE TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 75 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



8/03/04

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)

BBS SURVEYORS & MAPPERS INC., (L.B. #6753)

ZLEGALAID DESCRIPTIONS\0211 PUBLIX SAN CARLOS\0211 OFFSIT LCUE.DOC

PROOFED BY **SEB**

(SEE ATTACHED SKETCH – 0211 LS PUE)

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 U.S. UNITED STATES
 L.C.U.E. LEE COUNTY UTILITY
 EASEMENT



SCALE: 1" = 100'

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO SAN CARLOS GROVES TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGES 75 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

WEST LINE
 OF THE WEST 1/2
 OF THE SOUTHEAST 1/4
 OF THE SOUTHWEST 1/4

P.O.C.
 NORTHWEST CORNER
 LOT 1, SAN CARLOS
 GROVES TRACT
 P.B. 4, PG. 75

NORTH LINE OF LOT 1
 SAN CARLOS
 GROVES TRACT
 P.B. 4, PG. 75
 BEARING BASIS

LOT 1
 SAN CARLOS GROVES TRACT
 P.B. 4, PG. 75

18 17
19 20
N87°32'10"E 1608.14'

LINE TABLE

LINE	BEARING	LENGTH
L1	N53°07'22"E	20.00
L2	S36°58'21"E	28.11
L3	S07°26'27"E	160.83
L4	S53°07'58"W	180.68
L5	S14°41'31"E	35.32
L6	S53°07'23"W	21.60
L7	N14°41'31"W	56.92
L8	N53°07'58"E	182.44
L9	N07°26'27"W	143.88
L10	N36°58'21"W	22.87

THIS IS NOT A SURVEY

DATE:	07/26/04
SCALE:	1"=100'
DRAWN BY:	S.E.B.
APPROVED:	S.E.B.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OFF SITE LEE COUNTY UTILITY EASEMENT

SAN CARLOS 6 ACRE CENTER
A PORTION OF SECTIONS 16 & 17, TOWNSHIP 46 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA

BBLS SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110 (239) 597-1315

SHEET 3 OF 3

Z:\projects\2002\0211 public san carlos\as\map\lot split.dwg 6/16/04 11:28:2003 0159003 PM EST

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20041280-UTL

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against:

Purchase Order # N/A for SAN CARLOS SIX-ACRE CENTER project. EASEMENT: BG 1, LTD.
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gulledge
SUE GULLEDGE
10-20-04

Signature Authorization

B. SERVICE RECEIVED: EASEMENT
RECORDING

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE RECORDING

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. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396