

**Lee County Board of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20060876-UTL

**1. Action Requested/Purpose:**

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one (1) 6" diameter fire line, one (1) 3" diameter water service and one (1) sanitary sewer service connection serving *LaQuinta Inn and Suites, Daniels Galleria East, Lot 2* to provide potable water service, fire protection and sanitary sewer service to this recently constructed commercial building. This is a Developer Contributed asset project located on the northwest corner of I-75 and Daniels Parkway.

**2. What Action Accomplishes:**

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

**3. Management Recommendation:**

Approval.

**4. Departmental Category:** 10 – Utilities **C105**

**5. Meeting Date:** 08-01-2006

**6. Agenda:**

Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose (specify)**

Statute  
 Ordinance  
 Admin. Code  
 Other **Approval**

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department **Public Works**  
 Division **Utilities**  
 By: *S. Velez* **7/6/06**  
**S. Ivan Velez, P.E., Acting Director**

**9. Background:**

Fire lines, single water services and single sewer services do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.  
 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.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 22 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST. CERNY

**10. Review for Scheduling**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: <i>7/6/06</i>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <i>7/6</i>	<i>S. Covert</i> Date: <i>7/6</i>	<i>2/12/06</i>	<i>7/6/06</i>	<i>7/6/06</i>	<i>7/12/06</i>	<i>J. Lavender</i> Date: <i>7/6/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *PL*  
*7/12/06*  
*10 AM*  
 COUNTY ADMIN  
 FORWARDED TO: *PL*  
*7/14/06*  
*4 PM*

Rec. by CoAtty  
 Date: *7/12/06*  
 Time: *4:30 PM*  
 Forwarded To:  
 Admin  
 7/12/06 3:15 PM

RESOLUTION NO.

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

WHEREAS, it is the desire of "LaHacienda Resorts 1, L.P.", owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line, one 3" diameter water service), and sewer facilities (one sanitary sewer service), serving "LAQUINTA INN AND SUITES, DANIELS GALLERIA EAST, LOT 2"; 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 **\$15,926.00** 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 Tammara Hall: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**BS 20060876-UTL**

LETTER OF COMPLETION

DATE: 5/4/2006

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

Gentlemen:

This is to certify that the **sanitary sewer and fire line up to and including 1st OS + Y valve(s)** located

**LaQuinta Inn & Suites - Daniels Galleria East Lot 2 - 9521 Marketplace Road, Fort Myers**  
(Name of Development/Project)

was designed by me and has been constructed in conformance with:

**the approved plans and the approved specifications**

Upon completion of the work, we observed the following successful tests of the facilities:

**Bacteriological Test Pressure Test(s) - Water Main**

Very truly yours,

Community Engineering Services, Inc.  
(Owner or Name of Corporation/Firm)

 5/11/06

(Signature)

Henry J. Hardman, P.E. - Project Engineer

(Name and Title)

EB # 0006613

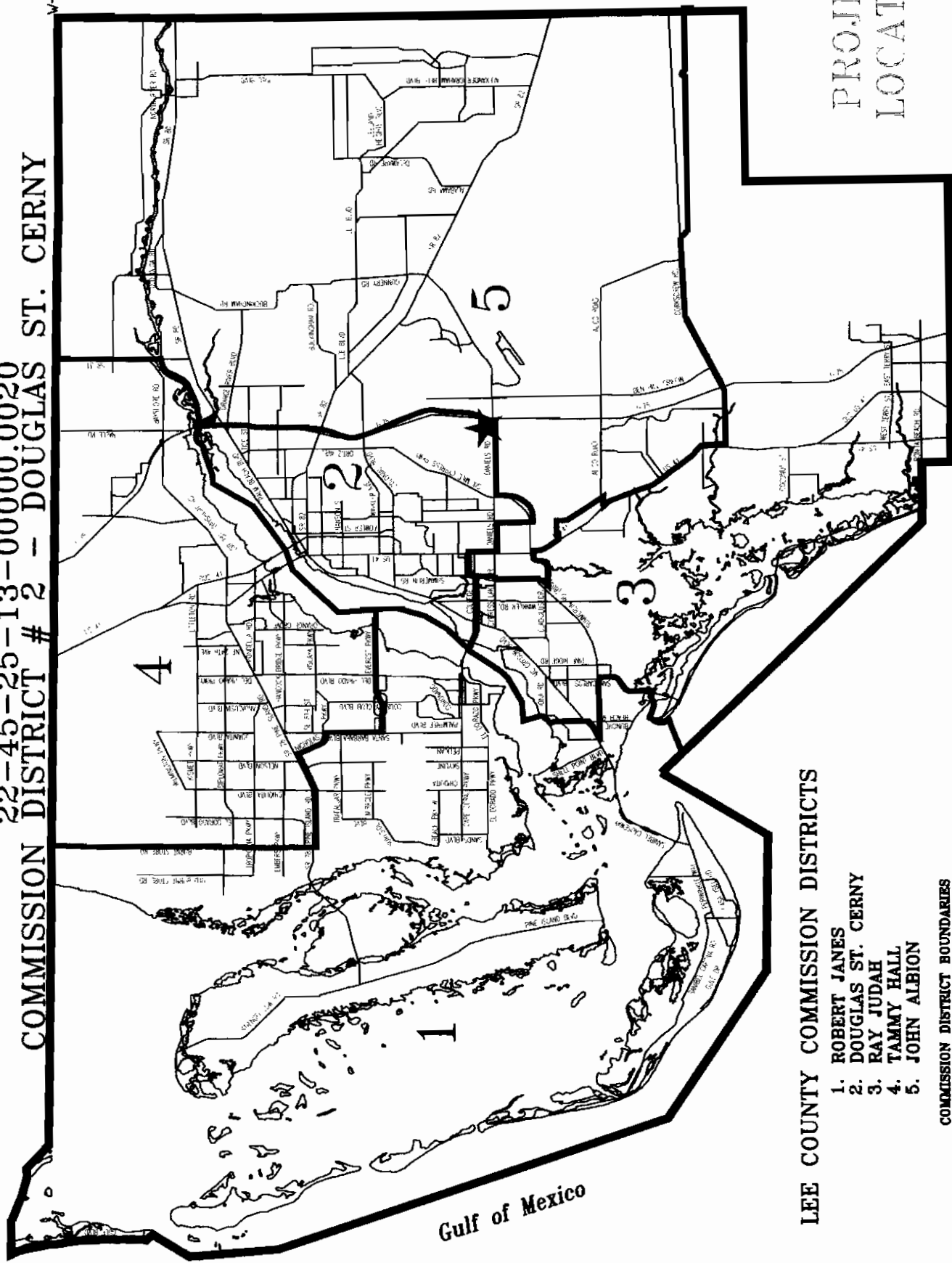
PE # 56099

(Seal of Engineering Firm)

LaQUINTA INN AND SUITES, DANIELS GALLERIA EAST, LOT 2  
 22-45-25-13-00000.0020  
 COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY

COPY

PROJECT  
 LOCATION



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
 DECEMBER 2000

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of LaQuinta Inn & Suites Daniels Galleria East, Lot 2 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.

Haskins Inc.  
(Contractor/Company Name)

Joel Chambers  
(Authorized Representative, Title)

BY:   
(Signature)

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 8<sup>th</sup> day of May, 2006 by Joel Chambers who is personally known to me - na , and who did not take an oath.

  
Notary Public Signature

Joyce Bolt  
Printed Name of Notary Public

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

(Notary Seal & Commission Number)



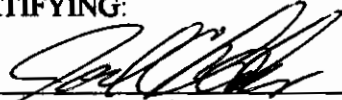






I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X   
(Signature of Certifying Agent)

Joel Chambers  
(Name & Title of Certifying Agent)

Haskins Inc.  
(Name of Firm or Corporation)

10956 Enterprise Avenue  
(Address of Firm or Corporation)

Bonita Springs, FL 34135 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 8<sup>th</sup> day of May, 2006 by Joel Chambers who is personally known to me - na , and who did not take an oath.

  
Notary Public Signature

Joyce Bolt  
Printed Name of Notary Public

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

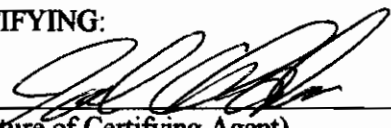
\_\_\_\_\_  
Notary Commission Number

(NOTARY SEAL)



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(Signature of Certifying Agent)

Joel Chambers  
(Name & Title of Certifying Agent)

Haskins Inc.  
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Joyce Bolt  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number

JOYCE D. BOLT  
Notary Public, State of Florida  
My comm. exp. Jan. 3, 2010  
Comm. No. DD 503784

(NOTARY SEAL)

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

Strap Number(s):

**22-45-25-13-00000.0020**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between "LA HACIENDA RESORTS 1, L.P.", Owner, hereinafter referred to as GRANTOR(S), 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.

**BS 20060876-UTL**



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 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.

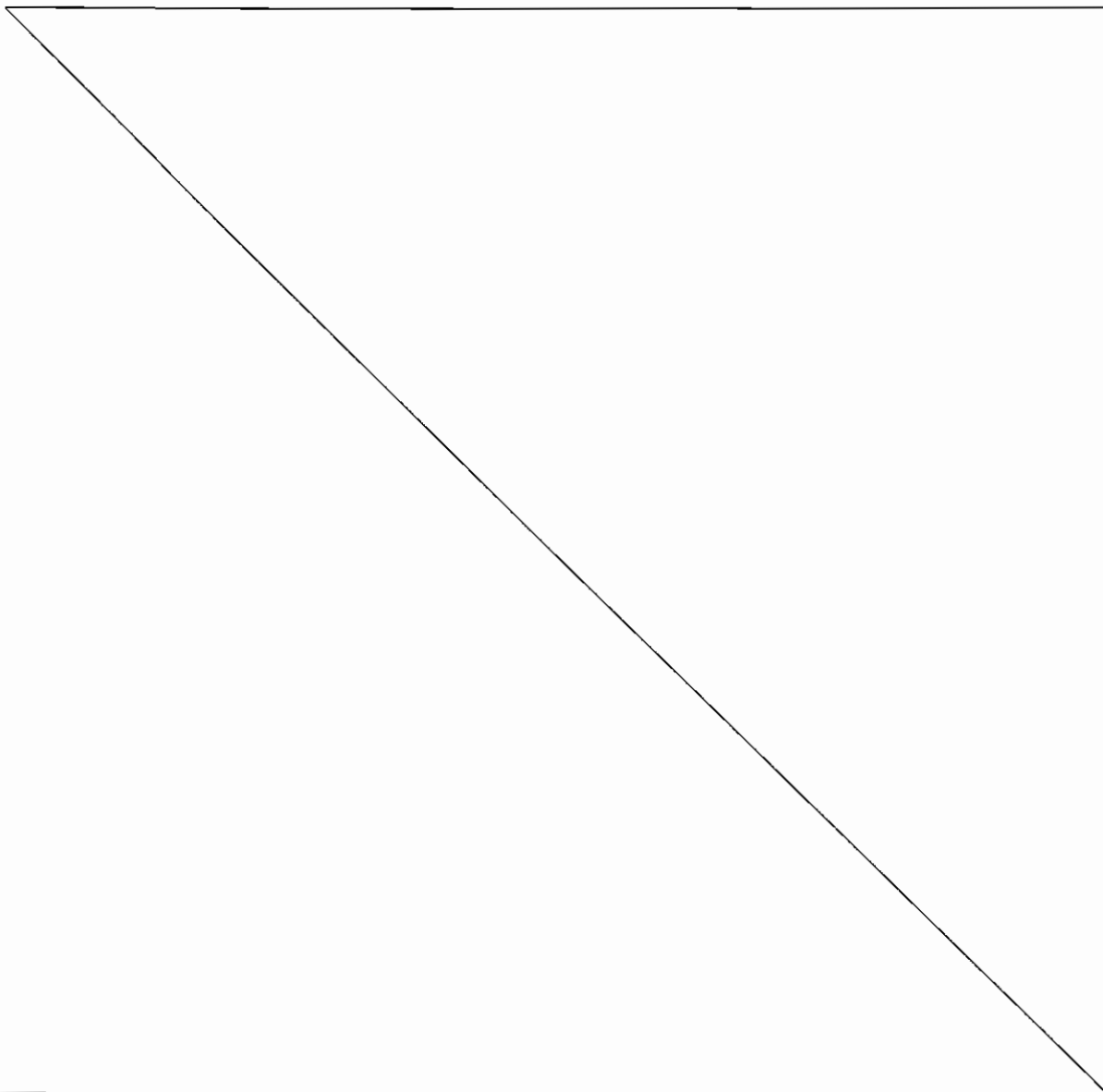
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

(Balance of Page Left Intentionally Blank)



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

[Signature]

[1<sup>st</sup> Witness' Signature]

Scott Graham

[Type or Print Name]

[Signature]

[2<sup>nd</sup> Witness' Signature]

Dorothy Kossen

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

Billy L Brown

[Type or Print Name]

Billy Brown President

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24<sup>th</sup> day of April 2006, by Billy Brown who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature]

[Signature of Notary]

Dorothy G Kossen

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney  
Scott S. Coover, Esquire



DESCRIPTION

A STRIP OF LAND FOR A 20 FOOT WIDE UTILITY EASEMENT LOCATED IN LOT 2, DANIELS GALLERIA EAST, RECORDED IN PLAT BOOK 73, PAGE 9 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH  $39^{\circ}58'23''$  WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 34.84 FEET; THENCE NORTH  $50^{\circ}01'37''$  EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH  $39^{\circ}58'23''$  EAST, A DISTANCE OF 28.70 FEET TO A POINT AT THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH  $32^{\circ}57'35''$  WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.92 FEET TO THE POINT OF BEGINNING. CONTAINING 635 SQUARE FEET.

ALSO:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH  $32^{\circ}57'35''$  EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 66.27 FEET TO A POINT OF A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, A DELTA OF  $05^{\circ}55'10''$ , A CHORD BEARING OF NORTH  $29^{\circ}59'31''$  EAST, A CHORD LENGTH OF 9.29 FEET, AN ARC DISTANCE OF 9.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $40^{\circ}09'41''$  WEST, A DISTANCE OF 29.82 FEET; THENCE NORTH  $49^{\circ}50'19''$  EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH  $40^{\circ}09'41''$  EAST, A DISTANCE OF 18.19 FEET TO A POINT OF A CURVE, SAID POINT BEING AT THE SAID SOUTH LINE OF LOT 2; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, A DELTA OF  $14^{\circ}46'13''$ , A CHORD BEARING OF SOUTH  $19^{\circ}39'22''$  WEST, A CHORD LENGTH OF 23.14 FEET, AN ARC DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING. CONTAINING 492 SQUARE FEET.

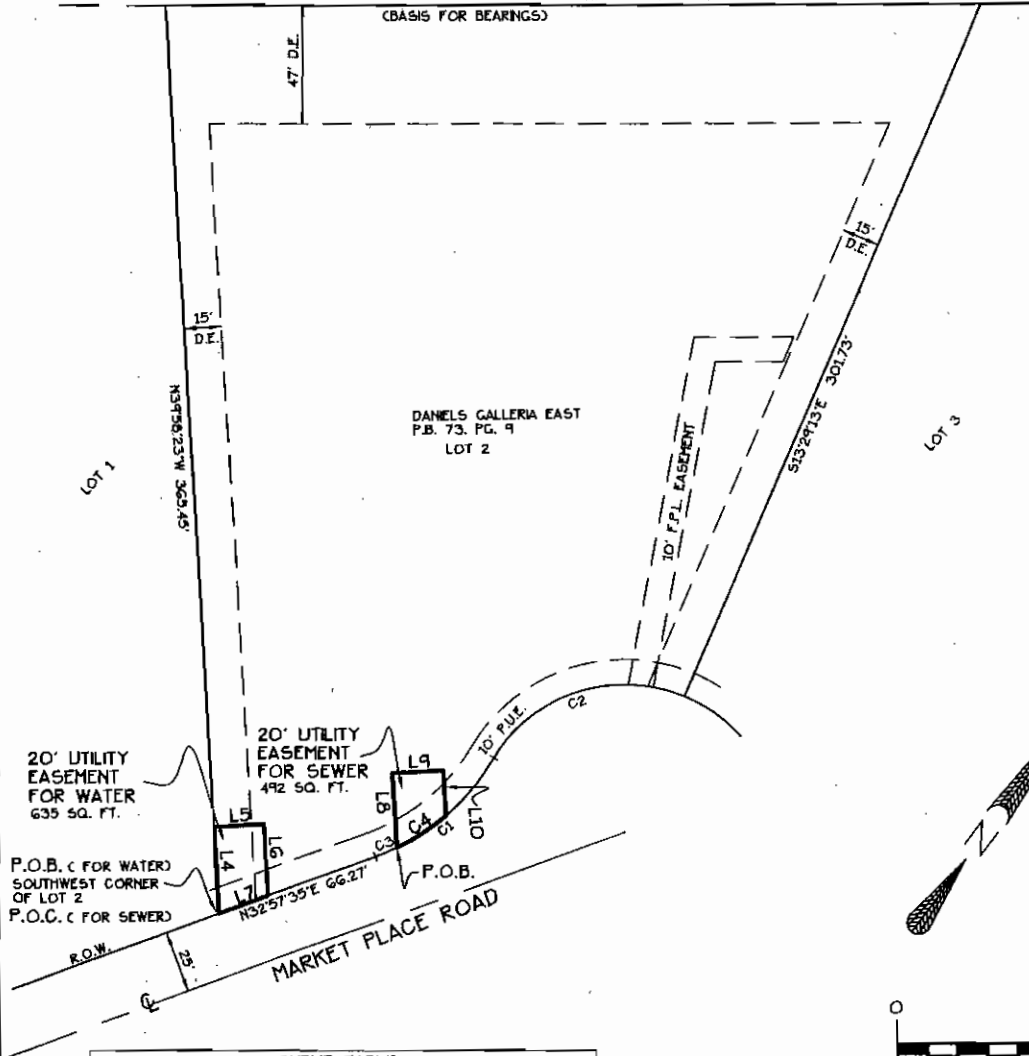
BEARING BASIS IS ALONG THE NORTH LINE OF SAID LOT 2, BEING SOUTH  $53^{\circ}11'00''$  EAST PER THE PLAT.

SEE SHEET 2 FOR THE SKETCH OF THIS DESCRIPTION AND SIGNATURE AND SEAL OF THE SURVEYOR AND MAPPER.

**(NOT A SURVEY)  
SKETCH  
OF  
DESCRIPTION  
SEC. 22, TWP. 45S., RNG. 25E.**

N53°11'00"E 324.56'

(BASIS FOR BEARINGS)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CH. LENGTH
C1	40.00'	39°56'40"	62.74'	S12°59'14"W	61.48'
C2	60.00'	83°29'53"	87.44'	S34°45'31"W	79.90'
C3	40.00'	05°35'10"	9.30'	N29°59'31"E	9.29'
C4	40.00'	14°46'13"	23.20'	S19°39'22"W	23.14'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°11'00"E	39.46'
L2	S13°23'22"E	10.90'
L3	S53°11'00"W	26.89'
L4	N39°58'23"W	34.84'
L5	N50°10'37"E	20.00'

LINE	BEARING	LENGTH
L6	S39°58'23"E	28.70'
L7	S32°57'35"W	20.92'
L8	N40°09'41"W	29.82'
L9	N49°50'19"E	20.00'
L10	S40°09'41"E	18.19'

**LEGEND**

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- P.G. = PAGE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- R.O.W. = RIGHT OF WAY
- P.U.E. = PUBLIC UTILITY EASEMENT
- SQ. FT. = SQUARE FEET

SHEET 2 OF 2



**community engineering services, inc.**

*civil engineering surveying project management*

EB-0008813 LB-6572

8991 Daniels Center Drive, Suite 103

Fort Myers, Florida 33912

Telephone (239) 936-9777 Fax (239) 936-0084

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND PAPER.

DONALD B. SMITH  
 FLORIDA REGISTRATION NO. 4708  
 FOR THE FIRM  
 DATE SIGNED 11/15/08