

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

Blue Sheet No. 20051766-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of one (1) utility easement as a donation of a fire hydrant and a 4" fire line serving *Jaquelin Bridals II* to provide fire protection to this recently constructed commercial building. 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.

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

CIOA

5. Meeting Date:

01-24-2006

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: Rick Diaz, P/E., Utilities Director 12/30/05

9. Background:

Fire hydrants and fire lines 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.

Potable water service and Sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the Technology Court.

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

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

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: <u>1-4-06</u>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <u>12/30</u>	S. Coovert Date: _____	<i>P.M.</i> <u>1/6/06</u>	<i>1/9/06</i>	<i>1/9/06</i>	<i>1/9/06</i>	<i>J. Lavender</i> Date: <u>1-4-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN
 1-6-06
 11am
 COUNTY ADMIN
 FORWARDED TO:
 1-4-06
 JPM

Rec. by CoAtty
 Date: 1/5/06
 Time: 3:40 PM
 Forwarded To:
Co. Admin
1/6/06 10:15 AM

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 (one fire hydrant and one 4" diameter fire line), serving "JAQUELIN BRIDALS II"; 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 **\$9,456.00** 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 _____, 2005.

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

LETTER OF COMPLETION

DATE: 11/7/2005

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

Gentlemen:

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

Jaquelin Bridals II, 14975 Technology Court, Fort Myers
(Name of Development/Project)

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

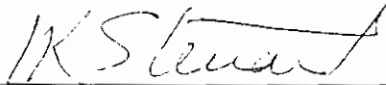
the revised plans, attached and the approved specifications

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

Pressure Test(s) - Water Main

Very truly yours,

Barbot, Steurt & Associates, Inc.
(Owner or Name of Corporation/Firm)

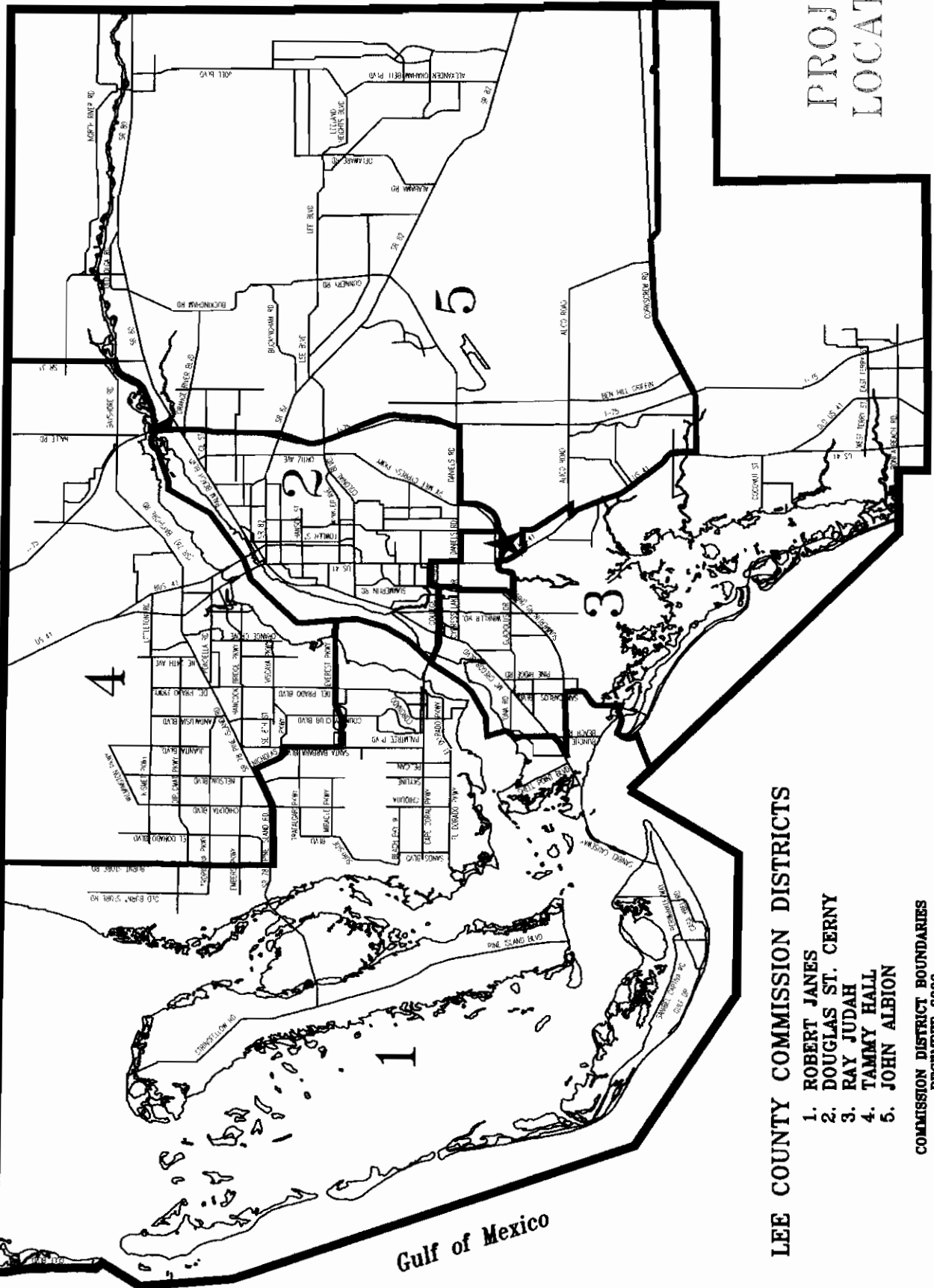
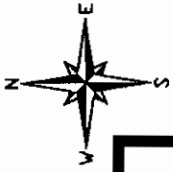


(Signature)

I. K. Stuart, P.E., Agent
(Name and Title)

(Seal of Engineering Firm)

JAQUELIN BRIDALS II
26-45-24-06-00000.0040
COMMISSION DISTRICT # 5 - JOHN ALBION



**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


Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water of JAQUELIN BRIDAIS II 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 / Gulf Coast Underground
(Name of Owner/Contractor)

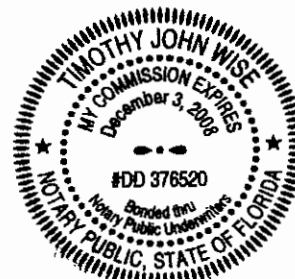
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 6th day of MAY, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not take an oath.


Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public



(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)

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)

Fort Myers, Fl 33916 -

STATE OF FL)
) SS:
COUNTY OF LEE)

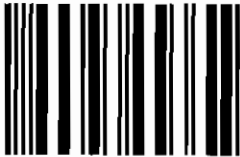
The foregoing instrument was signed and acknowledged before me this 5 th day of December, 2005 by Steven R. Goble who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public

DD 376520
Notary Commission Number





FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240000
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0	1	2	3	4	5	6	7	8	9			0	1	2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---	--	--	---	---	---	---	---	---	---	---	---	---

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) →

26452406000000040

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller):

BS 20051766 **EASEMENT:** **PACIFIC PEAK, INC.**

Last First MI Corporate Name (if applicable)

13633 BRYNWOOD LN **FORT MYERS** **FL** **33912**

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)

P. O. BOX 398 **FT. MYERS** **FL** **33902** **(239) 4798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

1 / **10** / **2006**

Month Day Year

Sale/Transfer Price

\$ **10** . **00**

(Round to the nearest dollar.)

Property Located In

Lee

6. Type of Document

Contract/Agreement for Deed Other

Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$ **00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO

\$ **00**

12. Amount of Documentary Stamp Tax

\$ **70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer his/her declaration is based on all information of which he/her has any knowledge

Signature of Grantor or Grantee or Agent

Date **12/30/05**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE S.P.A., RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	<p>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
DR-219
R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → **0 1 2 3 4 5 6 7 8 9 0123456789 26452406000000040**

2. Mark (x) all that apply
Multi-parcel transaction? → **BS 20051766** Transaction is a split or cutout from another parcel? → **EASEMENT:** Property was improved with building(s) at time of sale/transfer? → **PACIFIC PEAK, INC.**

3. Grantor (Seller):
Last **13633 BRYNWOOD LN** First **FORT MYERS** MI **FL** Corporate Name (if applicable) **33912**
Mailing Address **RICK DIAZ, P.E. UTIL. DIRECTOR** City **FOR LEE CO. BD. OF CO. COMMISSIONERS** State **FL** Zip Code **33902** Phone No. **(239) 4798181**

4. Grantee (Buyer):
Last **P. O. BOX 398** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33902** Phone No. **(239) 4798181**
Mailing Address _____ City _____ State _____ Zip Code _____ Phone No. _____

5. Date of Sale/Transfer **1 10 2006** \$ **\$10** Sale/Transfer Price **. 00** Property Located In **46** County Code
Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **YES** **NO**
Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage? **YES** **NO**

9. Was the sale/transfer financed? **YES** **NO** if "Yes", please indicate type or types of financing:
Conventional _____ Seller Provided _____ Agreement or Contract for Deed _____ Other _____

10. Property Type: Residential _____ Commercial _____ Industrial _____ Agricultural _____ Institutional/Miscellaneous _____ Government _____ Vacant Acreage _____ Timeshare _____
Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) **YES** **NO** \$ **. 00**

12. Amount of Documentary Stamp Tax _____ \$ **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? **YES** **NO**

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **12/30/05**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office		Clerks Date Stamp	
This copy to Department of Revenue			
O. R. Book and Page Number and File Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Month	Day	Year

This copy to Department of Revenue

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gilledge

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1766

THANK YOU

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

Strap Number(s):
25-45-24-06-00000.0040

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
by and between Pacific Peak, Inc., Owner, hereinafter referred to as
GRANTOR(S), and LEE COUNTY, a political sub-division 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 20051766

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.

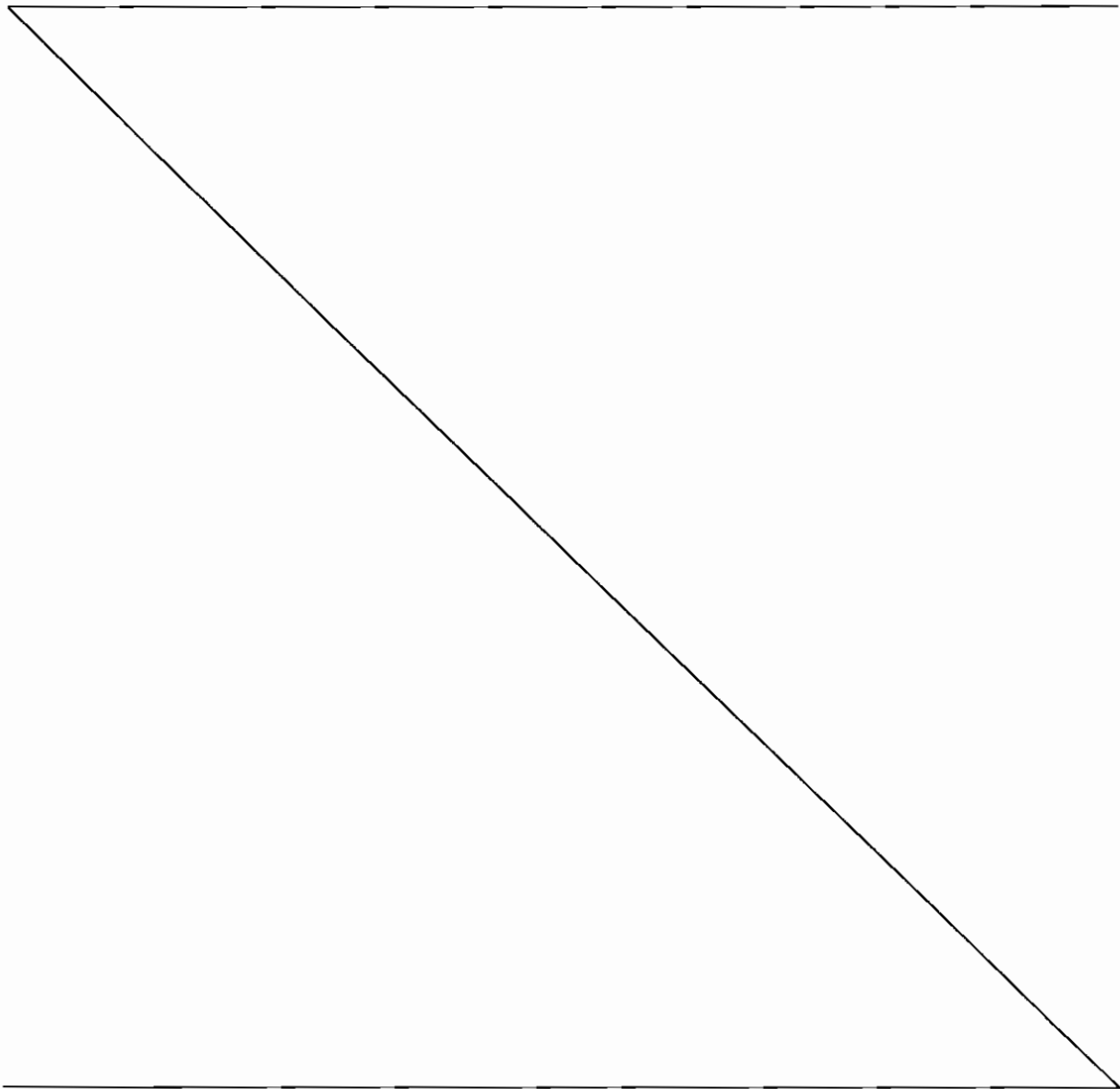
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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]
[1st Witness' Signature]

Kwei Ying Wu
[Type or Print Name]

Winnie Cheng
[2nd Witness' Signature]

[Signature]
[Type or Print Name]

BY:

[Signature]
[Signature Grantor's/Owner's]

Maylene Liang-Wu
[Type or Print Name]

Managing Member
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 7th day of November 2005, by Maylene Liang-Wu 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]

Ellen Chesloff
[Typed or Printed Name]



Ellen M. Chesloff
My Commission DD245384
Expires January 03, 2007

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: _____

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

