

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20020186-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a Utility Easement as a donation of a water main relocation, serving **Harbour Place at Peppertree Point, Phase 3**. This is a developer-contributed asset and the project is located within Peppertree Point at the north end of Laguna Drive, approximately 1/2 mile north of Iona Road.

WHY ACTION IS NECESSARY:

To provide potable water service to the recently constructed multi-family residential building.

WHAT ACTION ACCOMPLISHES:

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

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

C10A

3. MEETING DATE:

03-12-2002

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:** 2/22/02

7. BACKGROUND:

Water main relocations 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 of the water main has been performed.

Record drawings have been received.

Engineer's Certification of Completion has been received---copy attached.

Project Location Map---copy attached.

The Warranty has been provided---copy attached.

The Waiver of Lien has been provided---copy attached.

Certification of Contributed Assets has been provided---copy attached.

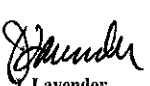
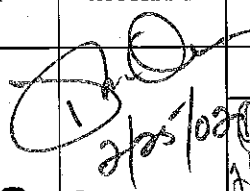
Sanitary sewer service is provided by LCU via existing infrastructure.

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

SECTION 25 TOWNSHIP 45S RANGE 23E 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	
 J. Lavender Date: 2-22-02	N/A	N/A	T.O. T. Osterhout Date: 2-22	 Date: 2/25/02	[Signature] Date: 2/25/02	[Signature] Date: 2/27	[Signature] Date: 2/27	[Signature] Date: 2/22/02	J. Lavender Date: 2-22-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 2/25/02
 Time: 11:20 AM

Forwarded to:
 Budget
 2/25/02 2:30pm

RECEIVED
 COUNTY ADMIN.
 2/25/02
 3:30 pm
 COUNTY ADMIN.
 FORWARDED TO:
 2/27/02

RESOLUTION NO. _____

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

WHEREAS, it is the desire of H.P. Properties, L.C., owner of record, to make a contribution to Lee County Utilities of water facilities (water main relocation), serving "HARBOUR PLACE AT PEPPERTREE POINTE, PHASE 3"; 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 \$6,319.04 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(C):	_____	(1)
Commissioner St. Cerny:	_____	(2)
Commissioner Judah (V-C)	_____	(3)
Commissioner Coy:	_____	(4)
Commissioner Albion:	_____	(5)

DULY PASSED AND ADOPTED this _____ day of _____, 2002.

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: 11/30/01

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 Harbor Place Condominiums at Peppertree Pointe

(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

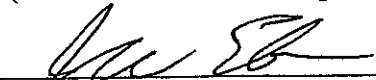
Upon completion of the work, we observed the following successful tests of the facilities: PRESSURE TEST ON 11/20/01 & 11/21/01.

CHLORINATION & BLOW-OFF AT FIRE HYDRANT 11/21/01

Very truly yours,

Johnson Engineering, Inc.

(Owner or Name of Corporation)



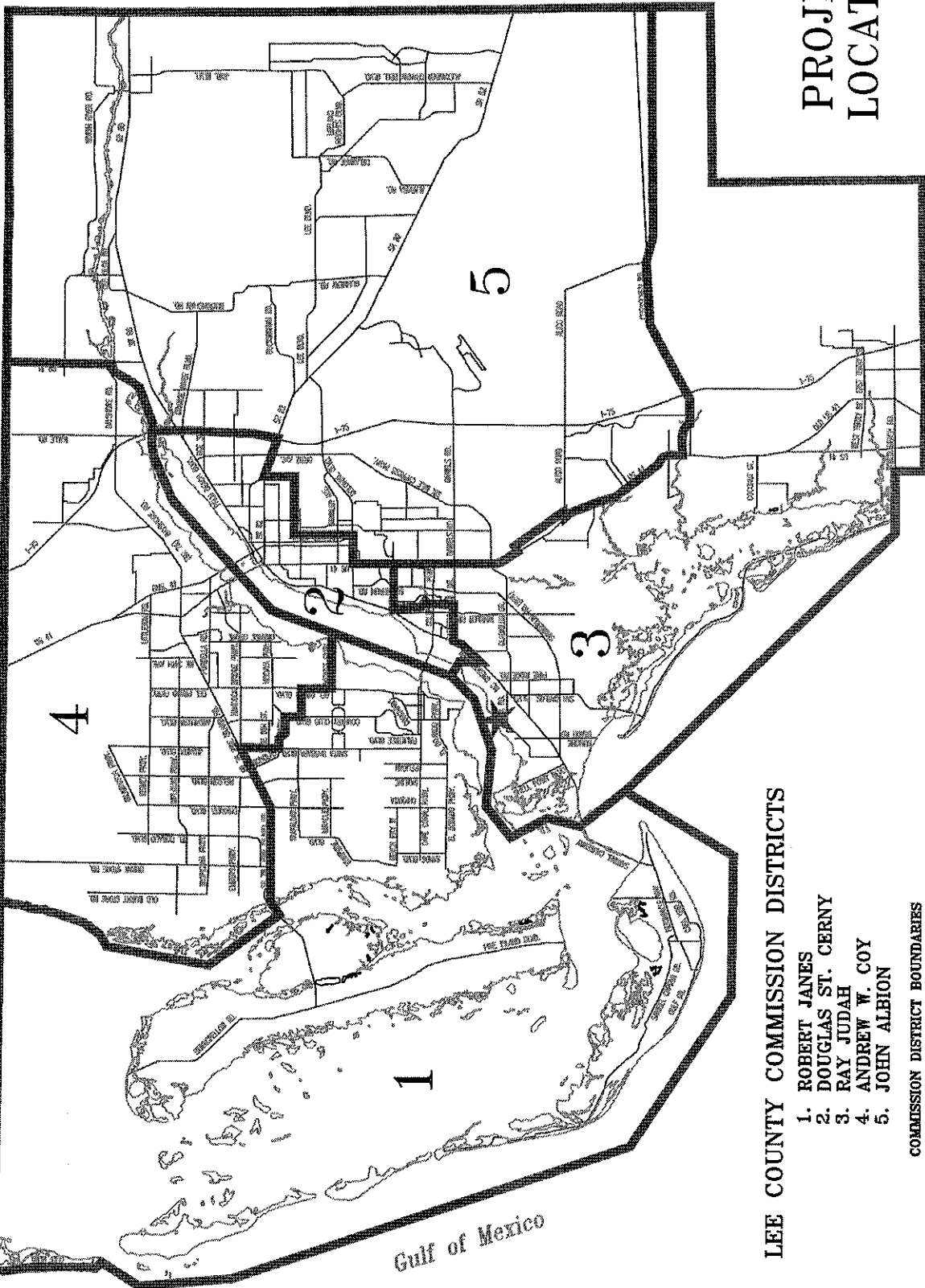
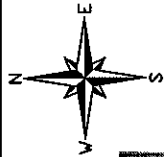
(Signature)

Project Engineer/Manager

(Title)

(SEAL OF ENGINEERING FIRM)

HARBOUR PLACE @ PEPPERTREE - WATER LINE RELOCATION
25-45-23-33-00000.000A
COMMISSION DISTRICT #3 - JUDAH



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

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

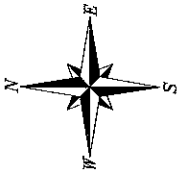
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

COPY

HARBOUR PLACE PEPPERTREE - WATER LINE RELOCATION

COMMISSION DISTRICT #3 - JUDAH



25-45-23-33-00000.000A LAGUNA DRIVE

COPY

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):

PHASE 3 HARBOR PLACE VISTA CONDOMINIUM

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.

Gulf Coast Underground, Inc.

BY: [Signature], President

STATE OF FLORIDA)
COUNTY OF LEE)

The forgoing instrument was signed and acknowledged before me this 26th day of November, 2001 by STEVEN R. GOBLE who is personally known and who (did)(did not) take an oath.

[Signature]
Notary Public Signature

SANDI HUBEART
Printed Name of Notary Public
CC910398
Notary Commission Number



Sandi Hubeart
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal)

COPY

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:

Steven R. Goble
Steven R. Goble President
(Name and Title of Certifying Agent)
OF: Gulf Coast Underground, Inc.
(Firm or Corporation)

Address: 6421-1 Metro Plantation Road
Fort Myers, FL 33912

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this **26th** day of **November 2001**, by **STEVEN R. GOBLE** who is personally know and who (did) (did not) take an oath.

Sandi Hubert
Notary Public Signature

Sandi Hubert
Printed Name of Notary Public

CC910398
Notary Commission Number



Sandi Hubert
MY COMMISSION # CC910398 EXPIRES
February 14, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

(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 _____, 20____,
by and between H.P. Properties, L.C., 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 indemnify and hold the GRANTEE harmless 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 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 strictly for utility purposes.

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

IN WITNESS WHEREOF, the GRANTOR has caused this document to be

CTY ATTY APPROVED 2000 PUE



November 7, 2001

DESCRIPTION

UTILITY EASEMENT AT HARBOR PLACE CONDOMINIUM SECTION 25, TOWNSHIP 45 SOUTH, RANGE 23 EAST LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 25, Township 45 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

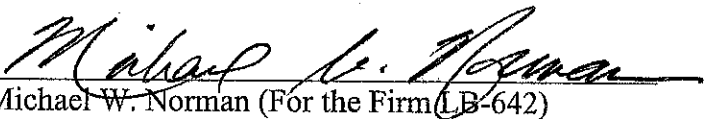
From the northwest corner of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida; thence run the following courses and distances along the perimeter of said utility easement: N 00° 37' 57" W along the east line of Laguna Drive as shown on said Water's Edge Condominium for 20.00 feet; N 88° 55' 42" E departing said east right-of-way line 35.21 feet; N 17° 05' 09" E for 29.67 feet; N 01° 04' 12" W for 149.73 feet; N 14° 15' 37" W for 9.68 feet; N 01° 06' 25" W; N 12° 21' 19" W for 28.18 feet; N 15° 21' 24" W for 29.77 feet; S 74° 38' 36" W for 29.80 feet; N 15° 12' 24" W for 20.02 feet; N 74° 38' 36" E for 29.80 feet; N 15° 20' 31" W for 23.23 feet; S 17° 20' 56" E for 95.16 feet; N 52° 15' 33" W for 71.87 feet; S 75° 15' 54" W for 87.14 feet; S 13° 48' 37" E for 30.39 feet; S 76° 11' 23" W for 13.57 feet; S 48° 56' 25" E for 42.31 feet; S 41° 03' 35" W for 20.00 feet; N 48° 56' 25" W for 87.90 feet; S 13° 28' 32" W for 40.33 feet; S 39° 30' 59" E for 167.98 feet to an intersection with the northerly curved right-of-way line of said Laguna Drive; southwesterly along the arc of said curve to the left of radius 121.86 feet (chord bearing S 89° 04' 10" W) (chord 25.59 feet) (delta 12° 03' 08") for 25.63 feet; N 39° 30' 59" W departing said northerly right-of-way line for 162.00 feet; N 13° 28' 32" E for 36.79 feet; N 57° 38' 16" W for 44.21 feet; N 32° 21' 44" E for 20.00 feet; S 57° 38' 16" E for 37.37 feet; N 13° 28' 32" E for 8.54 feet; N 75° 15' 54" E for 128.29 feet; N 04° 33' 48" W for 67.94 feet; N 85° 26' 12" E for 20.00 feet; S 04° 33' 48" E for 64.36 feet; N 75° 15' 54" E for 14.59 feet; S 52° 15' 33" E for 8.66 feet; N 37° 44' 27" E for 18.08 feet; S 52° 15' 33" E for 20.00 feet; S 37° 44' 27" W for 18.08 feet; S 52° 15' 33" E for 59.36 feet; S 17° 20' 58" E for 85.05 feet; S 17° 19' 41" E for 16.75 feet; S 15° 21' 24" E for 11.95 feet; N 73° 07' 25" E for 9.24 feet; S 15° 21' 24" E for 19.98 feet; S 72° 27' 28" W for 9.24 feet; S 15° 21' 24" E for 41.86 feet; S 11° 40' 29" E for 32.61 feet; S 14° 15' 37" E for 16.66 feet; S 01° 04' 12" E for 55.10 feet; S 88° 06' 27" E for 17.42; S 01° 53' 33" W for 20.00 feet; N 88° 06' 27" W for 16.39; S 01° 04' 12" E for 80.11 feet; S 17° 05' 09" W for 6.31 feet; N 84° 47' 38" W for 18.74 feet; S 05° 12' 22" E for 20.00 feet; S 84° 47' 38" W for 20.22 feet; S 01° 04' 12" E for 18.94 feet to

an intersection with the northerly line of said Unit 42 Phase V; S 88° 55' 48" W
along the north line of said Unit 42 for 62.61 feet to the Point of Beginning.

Parcel contains 0.57 acres, more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the north line of Unit 42 Phase V as shown on Water's Edge One at Peppertree Pointe, A Condominium, as recorded in Condominium Plat Book 19 at Pages 4 through 15 of the Public Records of Lee County, Florida to bear S 88° 55' 48" W.



Michael W. Norman (For the Firm LB-642)

Professional Surveyor and Mapper

Florida Certificate No. 4500

SECTION 30 RANGE 24 EAST

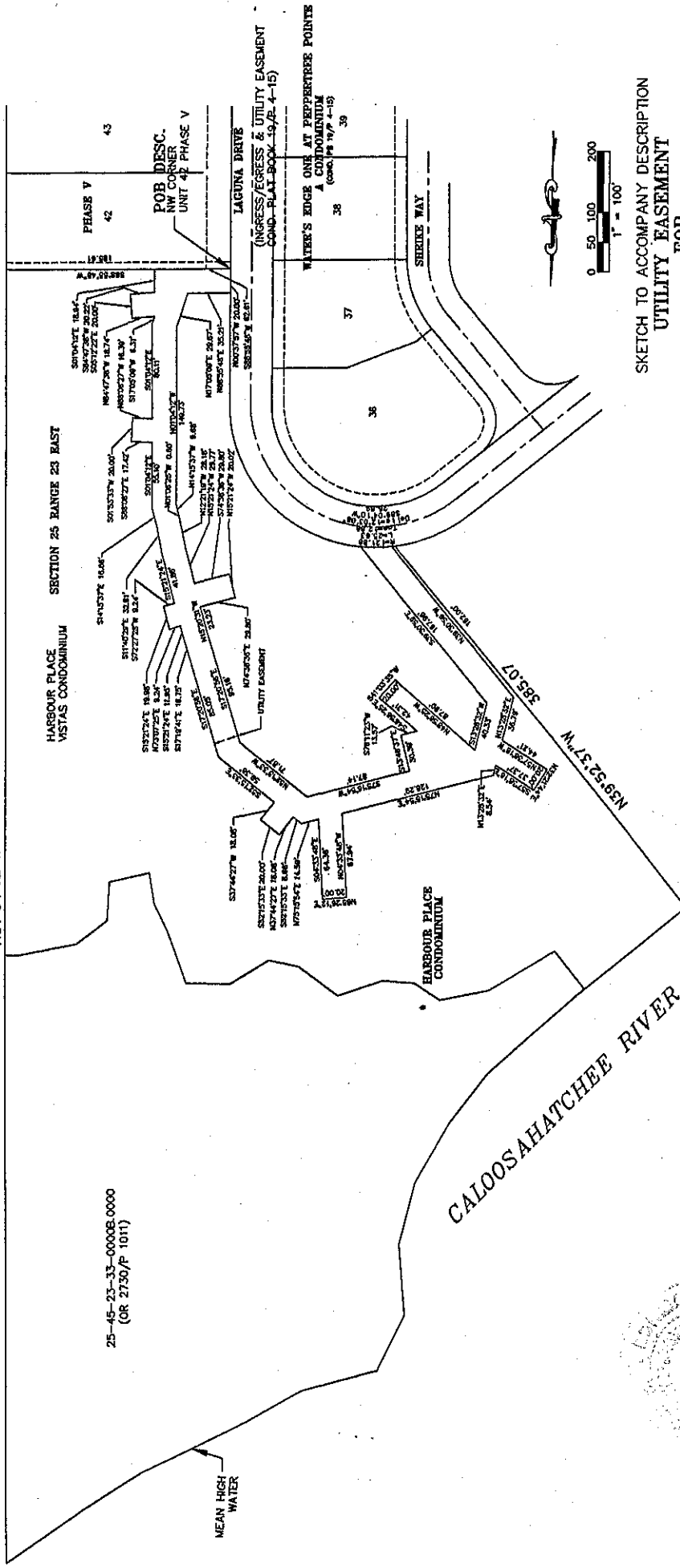
N01°04'12"W

HARBOR PLACE VISTAS CONDOMINIUM SECTION 25 RANGE 23 EAST

25-45-23-33-0000E.0000 (OR 2730/P 1011)

MEAN HIGH WATER

CALOOSAHATCHEE RIVER



SKETCH TO ACCOMPANY DESCRIPTION
UTILITY EASEMENT
FOR

HARBOR PLACE CONDOMINIUM
SECTION 25, TWP. 45 S, RGE. 23 E
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS

DATE	12-19-2000	PROJECT	25-45-23	SHEET	1 OF 1
REVISED	11-7-00	LOCATION	20002278		
REVISION	8-8-00	LOCATION			

THIS IS NOT A SURVEY

Michael A. Norman
 MICHAEL A. NORMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

NOV 07 2001

DATE SIGNED: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for HARBOUR PLACE AT PEPPERTREE POINTE, PHASE 3 (RECORD EASEMENT) project.
ACCOUNT NO. OD5360748700.504930
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

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. # _____

INV. # _____

PLEASE REMIT TO:

Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

