### LEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

### BLUE SHEET NO: 20020889-UTL REQUESTED MOTION: ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of one utility easement as a donation for a 4" diameter fire line and a 2" potable water service relocation serving **Gulf Star Marina**. This is a Developer contributed asset project located on the east side of San Carlos Boulevard approximately 650" south of Main Street. WHY ACTION IS NECESSARY: To provide fire protection and potable water service to the recently redeveloped marina complex. WHAT ACTION ACCOMPLISHES: Places the fire line potable water service into operation and complies with the Lee County Utilities Operations Manual. 2. DEPARTMENTAL CATEGORY: 10 - UTILITIES 3. MEETING DATE: 18-27-2002 COMMISSION DISTRICT #: 3 5. REQUIREMENT/PURPOSE: 6. REQUESTOR OF INFORMATIO 4. AGENDA: X CONSENT (Specify) A. COMMISSIONER: ADMINISTRATIVE STATUTE B. DEPARTMENT: Lee County-Public Works C. DIVISION/SECTION: Utilities Division ORDINANCE APPEALS PUBLIC ADMIN. CODE BY: Rick Diaz, Utlities Director WALK ON X OTHER Res, Easement TIME REQUIRED: 7. BACKGROUND: Fire lines and relocations do not require permission to construct by the Board, therefore, no brevious 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 Contributory Assets has been provided—copy attached. Potable water and sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of San Carlos Boulevard. Funds are available for recording fees in account number OD5360748700.504930. **SECTION 24 TOWNSHIP 46S** RANGE 23E DISTRICT # 3 COMMISSIONER JUDAH MANAGEMENT RECOMMENDATIONS: 9. RECOMMENDED APPROVAL (C) (D) **(F)** (G) (A) BUDGET DEPARTMENT PURCII. OR COUNTY HUMAN COUNTY DIRECTOR CONTRACTS RESOURCES OTHER ATTORNEY SERVICES MANAGER OM OA Risk GCN/A N/A T. Osterhout D. Owen (H0) Date: 9.8.02 Date: Date: Date: Date: 10. COMMISSION ACTION: Q-08 APPROVED DENIED

COUNTY ADMIN. FORWARDED TO:

S:\UTILS\ENGR\WP\BLUESHT\GULF STAR A	MARINA - FIRE LINE	& SERVICE RELOCATION -	EASE - TAK.DOC-7/30/02 4:53 PM

DEFERRED

OTHER

RESOLUTIO	)N I	NO.	
	,,,		

# RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF <u>DEVELOPER CONTRIBUTED ASSETS</u> IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of GULF STAR MARINA, owner of record, to make a contribution to Lee County Utilities of  $\underline{\text{water}}$  facilities (one 4" diameter fire line and a 2" diameter potable water service), serving "GULF STAR MARINA"; 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 \$12,550.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

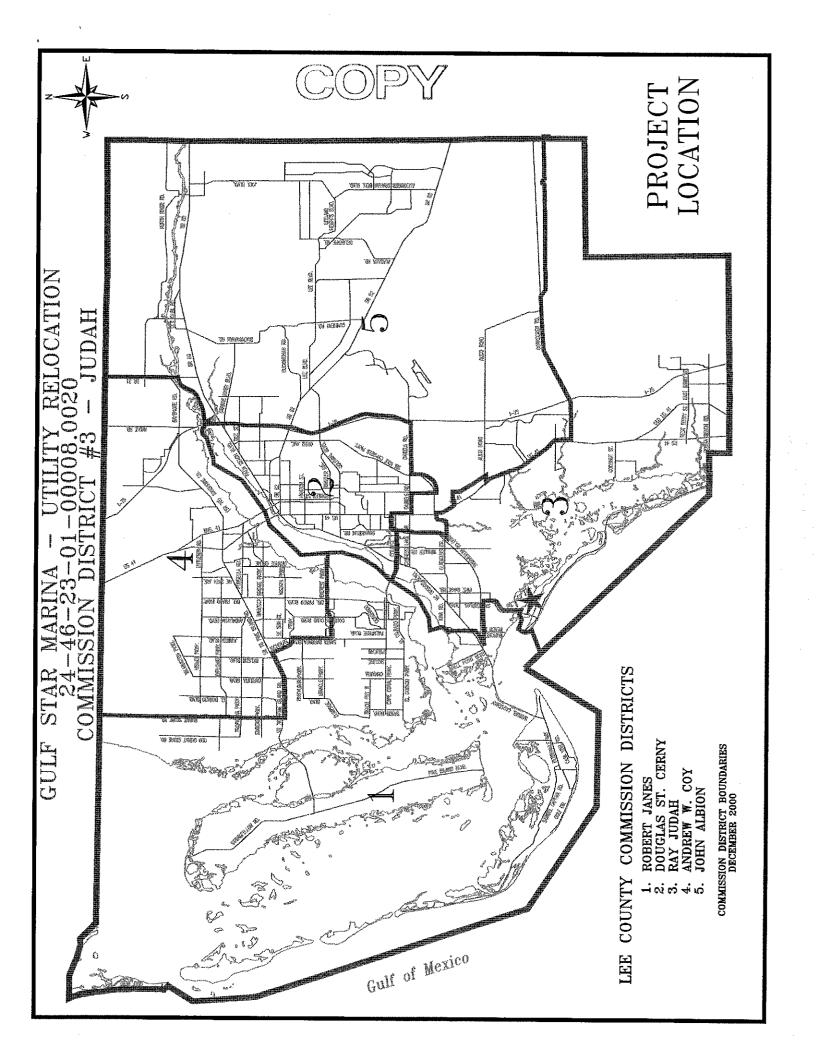
THE FOREGOING RESOLUTION was	offered by Commissioner ne motion was seconded by Commissioner
who moved for its adoption. Th	ne motion was seconded by Commissioner
and, upon follows:	being put to a vote, the vote was as
Commissioner Janes( Commissioner St. Ce Commissioner Judah Commissioner Coy: Commissioner Albion	rny: (2) (V-C) (3) (4)
DULY PASSED AND ADOPTED this 2002.	day of,
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
By: DEPUTY CLERK	By:CHAIRMAN
APPK	OVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

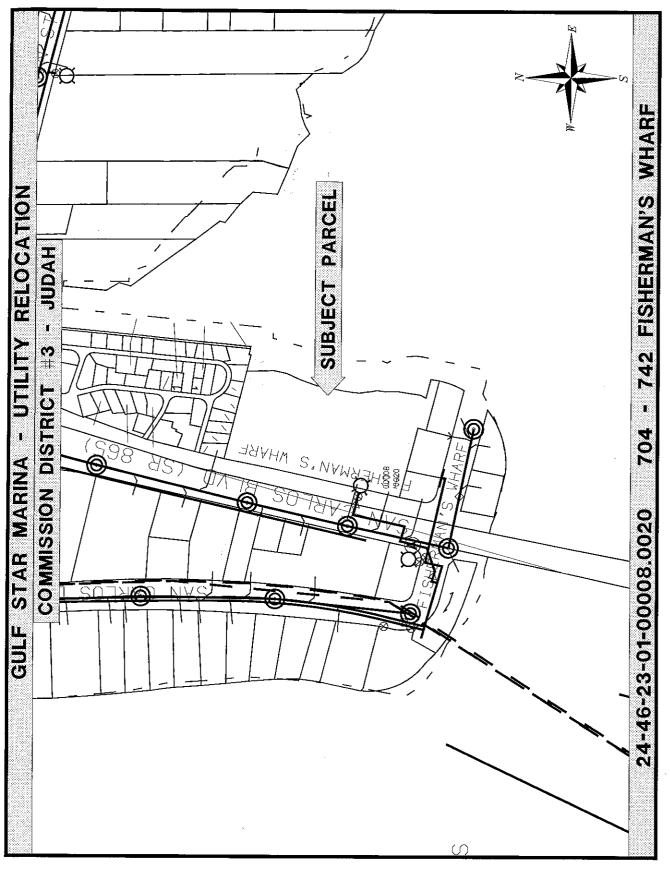


# LETTER OF COMPLETION

	DATE: 3/1/02
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	on and/or sewage collection system(s) located in
the Gulf Star M	arina Complex
were designed by me and have been cons	e of Development) structed in conformance with:
the approved plans	the revised plans, attached
and:	
the approved specifications	the revised specifications, attached
Upon completion of the work, we observ bacteriological clearances	red the following successful tests of the facilities:
Very truly yours.	
Timothy Pugh, P.E. (Owner or Name of Corporation)	
(Signature)	
Vice President	SEAL OF ENGINEERING FIRM









### WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of <u>Gulf Star Marina</u>; <u>Lee Section:24 Townnship:46S Range:23E</u>

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.

MAJ Contracting, Inc.	
(NAME OF OWNER OR CONTRACTOR) BY: Mark Justice	
STATE OF: Florida COUNTY OF: Lee	
The foregoing instrument was signed and acknowle By MACL JUSTICE who has produced	edged before me this 28 day of 500, 2002 as identification, or is personally known to me.
and who (did) (did not) take an oath.	
Notary Public Signature	
Susan E Hime	
Printed Name of Notary Public	
CC970699	
Notary Commission Number	
	(NOTARY SEAL)





### WAIVER OF LIEN

KNOW ALL MEN BY THESE PR	ESENTS, that Alan Jus	stice,
asVice Preside	ent, of	MAJ Contracting, Inc,
for and in consideration of Twelve	Thousand Five Hundred	H Fifty & 00/100(§ 12,550.00)
and other good and valuable considerati	ons, lawful money of the United	States of America, to me in hand paid, the receipt whereof
is hereby acknowledged, does hereby v	waive, release, remiss, and relin	quish any and all right to claim any lien or liens for work
performed or material furnished, or an		
Relocation of potable wa Wharf, STRAP #24-46-23-0	ter services and fire 1-00008.0020, Lee Cou	supply line at 704-742 Fishermans nty, Florida
		MAJ CONTRACTING, INC.
• • •		P. O. Box 770835
		Coral Springs, FL 33071
	В	Y: AJTHORIZED REPRESENTATIVE
STATE OF Florida,		Alan Justice, Vice President
) SS: COUNTY OF <u>Lee</u> )		
The foregoing instrument was s by Alan Justice (Print or Type as identification, and who (dix) (did n	who kas produced x 1 Name) (T	me this <u>3rd</u> day of A <u>pril</u> , 20 <u>02</u> s personally known ype Of Identification and Number)
1-1	• .	
Notary Public Signature	المراجي Larry Hooper	
LarryHHooper	My Commission CC853288 Expires July 11, 2003	
Printed Name of Notary Public	TOTAL TENEDON STORY CONTRACTOR	
CC853288		
Notary Commission Number	(NOTARY SEAL)	·



# CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:_	GULF STAR MARINA COMPLEX		
LOCATION:	704-742 Fishermans Wharf, Ft. Myers Beach, FL		
	STRAP # 24-46-23-01-00008.0020		
NAME AND ADDR	(Including STRAP) ESS OF OWNER:		
	Gulf Star, a Florida General Partnership		
	(as shown on Deed)		
TYPE UTILITY SY	STEM: Public water supply  (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 stations, meters, valves, fittings, etc.

ITEM SDR11 HDPE Pipe	SIZE	QUANTITY 100	UNIT LF	COST 16.50	TOTAL 1,650.00
SDR 11 HDPE Pipe	10"	80	LF	60.00	4,800.00
Potable Water Serv.	211	96	LS	2,200.00	2,200.00
Tapping Valve	411	1	EA.	500.00	500.00
Tapping Sleeve	10" x	4" 1	EA.	1,500.00	1,500.00
Fire Line to & Incl. first	۲11	1	EA.	900.00	900.00
OS & Y Valve			·	e e e	
Removed Exist.  BFPD & Meter Box Removed Ex. F.L.		1	EA.	250.00	250.00
Capped Ex. Water Main		1	EA.	750.00	750.00
			. · ·		

\$ 12,550.00 TOTAL AMOUNT

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

LCDUMin - July 1, 1996 - Sect 11

I do hereby certify that the quantities of material representation of the as-installed cost of the system b record drawings.	and services described above are a true and accurate eing contributed to Lee County and corresponds with the
	CERTIFYING:
	(Name & Mitle of Cerfiying Agent) Alan Justice, Vice President OF: MAJ Contracting, Inc.
	(Firm or Corporation)  ADDRESS: P.O. Box 770835
•	Coral Springs, FL 33071
STATE OF <u>Florida</u> ) ) SS: COUNTY OF <u>Lee</u> )	
The foregoing instrument was signed and acknowledge by Alan Justice w	by how have the second of the
(Print or Type Name) as identification, and who (XIXI) (did not) take an oath	(Type Of Identification and Number)
Notary Public Signature	Larry Hooper
Larry Hooper	Expires July 11, 2003
Printed Name of Notary Public	
CC853288	O IOTARY CEAL
Notary Commission Number	(NOTARY SEAL)

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

# PERPETIJAL PUBLIC UTILITY EASEMENT GRANT

	THIS INDE	NTURE is made and ente	red into this	day of		<u>,</u> 20 <u>02</u> , b	y
	between	Gulf Star Marina		,		hereinafte	
referr	ed to as GR/	ANTOR(3), and LEE COU	NTY, hereinafte	er refern	ed to as G	BRANTEE.	

### 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 CTY ATTY APPROVED 2000 PUE.doc

## 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.
- 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 signed on the date and year first above written.

CTY ATTY APPROVED 2000 PUE.doc

	Jana & Vamil
1 deutle	James P. Carroll, Director
1 <sup>st</sup> Witness	GRANTOR
2 <sup>nd</sup> Witness	Title: Director of Gulf Star Marina, Inc.
STATE OF Florida )	
) <b>SS</b> :	
COUNTY OF Lee )	
The foregoing instrument was signed a of July 17, 20 02, by James P. C. (Print or Type who has produced IS known to (Type of Identification, and who (did) (did not) take a	and acknowledged before me this 17 <sup>th</sup> day  carroll  e Name)  o me  on and Number)  n oath.
Notary Public Signature	
Printed Name of Notary Public	Daisy Arocho  MY COMMISSION # CC864338 EXPIRES  December 5, 2003  BONDED THRU TROY PAIN INSURANCE, INC.
CC 844338 Notary Commission Number	(Notary Seal)

### DESCRIPTION:

An 8.00 foot wide water line easement lying in part of Lot 3, Block 8, San Carlos - On - The - Gulf, as recorded in Plat Book 6, Page 6, Public Records of Lee County, Florida, described as follows:

Commencing at a concrete monument at the Northwest corner of Lot 6, Block 8 of the aforesaid San Carlos - On - The - Gulf; thence run S.14°02'47"W. along the West line of said Block 8 for 278.00 feet to the point of beginning; thence run S.75°57'13"E. for 8.00 feet; thence run S.14°02'47"W. for 33.00 feet; thence run N.75°57'13"W. for 8.00 feet to the West line of said Block 8; thence run N.14°02'47"E. along the West line of said Block 8 for 33.00 feet to the point of beginning.

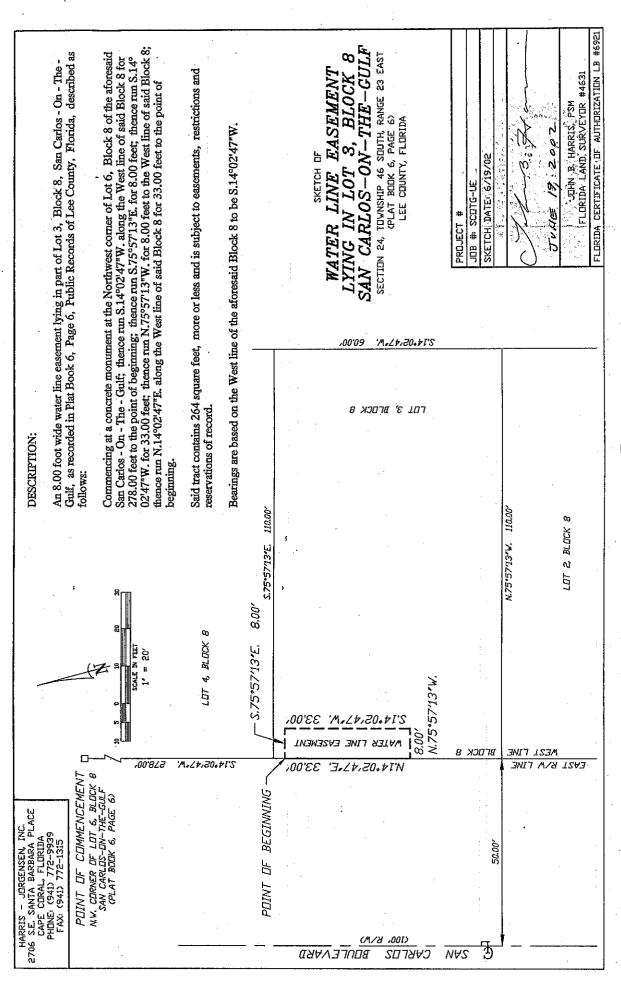
Said tract contains 264 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the West line of the aforesaid Block 8 to be S.14°02'47"W.

John B. Harris

P.S.M. #4631

June 19, 2002



4.



TO: LEE COUNTY FINANCE DEPARTMENT		
FROM: UTILITIES ENGINEERING		
(Department)	mark	
SUE GULLEDGE		
A. AUTHORIZATION:	-	
This transmittal authorizes the UTIL. ENGINEERING		
office to incur expenses for filing/records against:	<del>-</del>	
Purchase Order # N/A for GULF STAR MARINA project ACCOUNT NO. OD5360748700.504930	. (EASEMENT DONAT	ION) BS 20020889
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING WITH COPY TO SUE GULLEDGE, UTILITIES	Fre Gul	ledge
	SUE GULLESGE	Signature Authorization
B. SERVICE RECEIVED: RECORDING		
O. R. COPIES		
PLAT COPIES		
CASE #/INDEX FEE		
DESCRIPTION OF SERVICE		
AMOUNT OF FEE INCURRED \$		
(date)	(DEPUTY	CLERK)
THIS FORM GOES TO CASHIER WITH RE	(CUSTOMER	) (DEPT.) ITACHED
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

FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE

DR-219 R. 07/98

	(PLEASE READ INSTRUCTIONS ON THE BACK OF I	HIS FORM BEFORE COMPLETING)
		oing, enter numbers as shown below.
1.	Parcel Identification Number 0 1 2 3 4 5 6 7 8 9	01  23  45 \$7\$ 9
	(If Parcel ID not available please call County Property	
	Appraiser's Office) → 24462301000080020	
9.	Mark (x) all Multi-parcel Transaction is a split	Property was improved
~-	that apply  transaction?  Multi-parcel  or cutout from another parcel?	with building(s) at time of sale/transfer?
3.	GULF STAR MARINA	Si Sulla Maria II.
J.	Last First MI	Corporate Name (if applicable)
	708 FISHERMANS WHARF, FT. MYERS BEACH, FL 339	)31
		state Zip Code Phone No.
4.	Grantee (Buyer): LEE COUNTY BD. OF COUNTY COMMISSIONERS Last First M!	Coverage Name (if anylinghla)
	P. O. BOX 398, FT. MYERS FL 33902	Corporate Name (if applicable) ( 239 ) 479–8181
		tate Zip Code Phone No.
5.		
		Property Located In 4 6 (County Code (County Codes on Reverse)
	Month Day Year (Round to the nearest dollar.)	
6.	Type of Document Contract/Agreement X Other 7. Are any mortgages on the	property? If "Yes", YES / NO
	Warranty outstanding mortgage bala	ance:
	Deed Quit Claim EASEMENT (Round to the nearest dollar.)	
8.	DONALION	transfer
	such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Con	rective Deed? Mineral rights?
	Sale of a partial or undivided interest? Related to seller by blood or marriage.	YES /NO
a	Was the sale/transfer financed? YES / NO if "Yes", please indicate type or type	an of financiam.
<i>3</i> .		es of financing:
	Conventional Seller Provided Agreement or Contract for Deed	Other
	Institutional/	
		Government Vacant Acreage Timeshare
	Mark (x) all that apply	
		Cents
	. To the best of your knowledge, was personal property YES XNO \$ included in the sale/transfer? If "Yes", please state the	
	amount attributable to the personal property. (Round to nearest dollar.)	
12.	Amount of Documentary Stamp Tax	
13.	If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6	s), Florida Statutes?
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 at high mation of which he/her has any knowledge.		
L	Signature of Grantor or Grantee or Agent RICK DIAZ, WIL, DIRECTOR	Date 0 0
	WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF RE OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.	EVENUE SHALL RESULT IN A PENALTY OF \$25,00 IN ADDITION TO ANY
	(To be completed by the Clerk of the Circuit Court's Office)	Clerks Date Stamp
	(*************************************	Ciono Date Glamp
C	O. R. Book	
	and and	
Ра	age Number	
Fi	and File Number	
Dat	ate Recorded///	
	Month Day Year	