

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20021355 -UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of a utility easement as a donation for one 6" diameter fire line and one 3" diameter potable water service serving THE SHORES AT GULF HARBOUR, PH IV (BUILDING #3). This is a Developer contributed asset project located on the west side of Royal Harbour Court approximately 1/4 of a mile north of McGregor Boulevard.

WHY ACTION IS NECESSARY:

To provide potable water service and fire protection to this phase of the multi-family residential development.

WHAT ACTION ACCOMPLISHES:

Places the fire and water service line into operation and complies with the Lee County Utilities Operations Manual.

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

C10I

3. MEETING DATE:

1-14-03

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: 12/19/02

7. BACKGROUND:

The construction of water services and fire lines do not require permission to construct by the Board; therefore, there is no previous Blue Sheet number. 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.

Sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the right-of-way of Royal Harbour Court.

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

SECTION 30 TOWNSHIP 45S RANGE 24E 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
N/A Date: <i>12-27-02</i>	N/A Date: _____	N/A Date: _____	<i>T.O</i> T. Osterhont Date: <i>12-19</i>	<i>D.O</i> D. Owen Date: _____	<i>12/27/02</i> <i>12/30/02</i> <i>12/30/02</i> <i>12/30/02</i>	<i>1/4/03</i> <i>12-27-02</i> <i>12-27-02</i> <i>12-27-02</i> J. Lavender Date: <i>12-27-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *12/27/02*
 Time: *1:37 PM*
 Forwarded To:
Budget
12/27/02 3:46 PM

Rec. by ADMIN. *PM*
 Date: *12-27-02*
 Time: *3:46*
 COUNTY ADMIN.
 FORWARDED TO:
12-30-02

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Shores at Gulf Harbour, LP, owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line and one 3" diameter potable water service), serving "THE SHORES AT GULF HARBOUR, PHASE IV (BUILDING #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 **\$5,432.40** 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

LETTER OF COMPLETION

DATE: 9/30/02

Department of Lee County Utilities
Division of Engineering
1500 Monroe Street
Fort Myers, FL 33901

Gentlemen:

This is to certify that the water distribution and or sewage collection system(s) located in The Shores at Gulf Harbour - Phase 4
(Name of Development)
were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

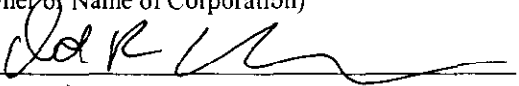
and:

the approved specifications the revised specifications, attached

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

Very truly yours,

Banks Engineering, Inc.
(Owner or Name of Corporation)

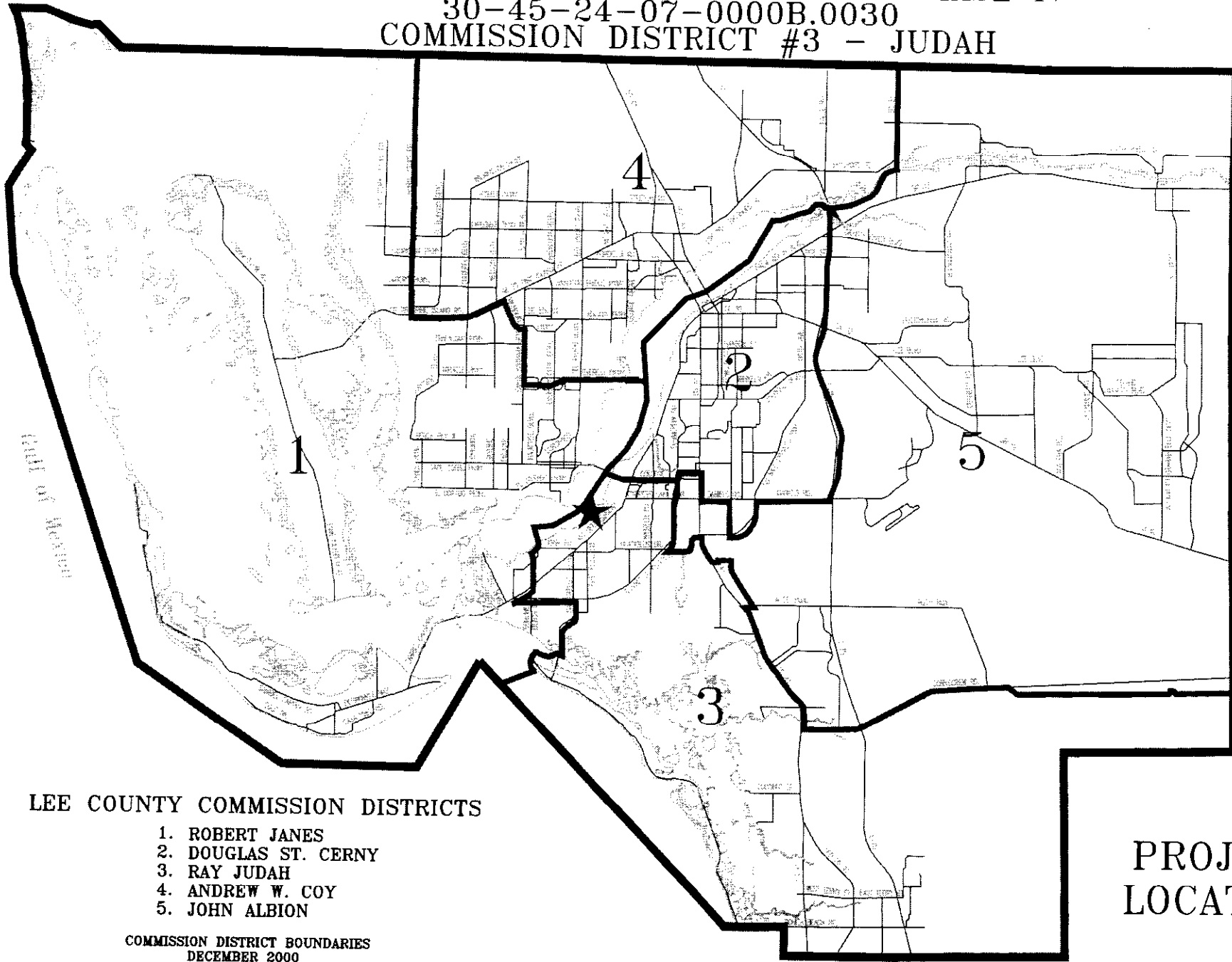

(Signature)

David R. Underhill, Jr., P.E.
(Printed Name)

Vice President
(Title)

(SEAL OF ENGINEERING FIRM)

THE SHORES @ GULF HARBOUR - PHASE IV
30-45-24-07-0000B.0030
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

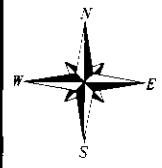
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

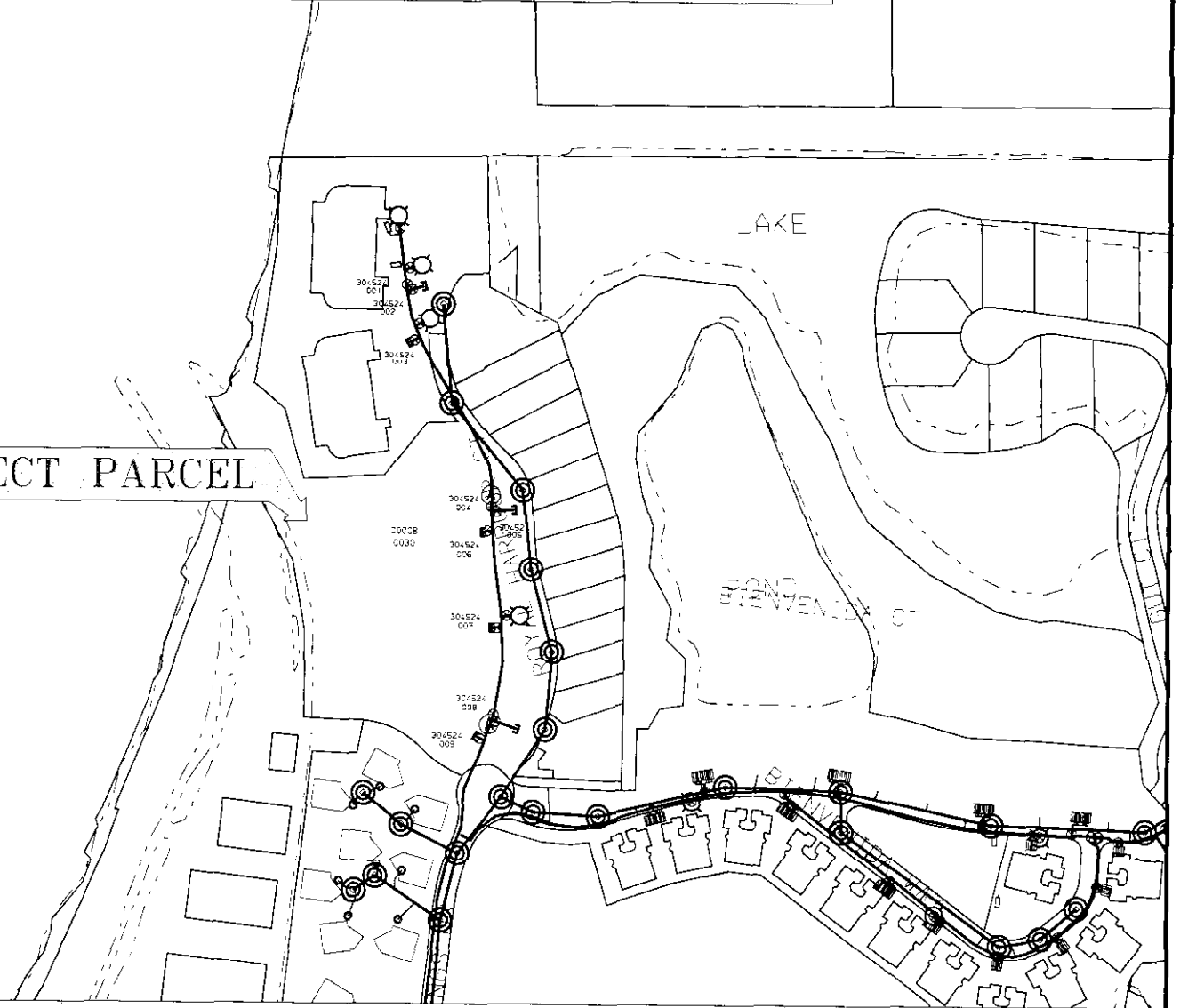
PROJECT
LOCATION

THE SHORES GULF HARBOUR - PHASE IV

COMMISSION DISTRICT #3 - JUDAH



SUBJECT PARCEL



30-45-24-07-0000B.0030 ROYAL HARBOUR COURT

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): The Shores at Gulf Harbour
Condominiums Phase II (Bldg 3 - Felix)

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.

CROSS COUNTRY UNDERGROUND INC.
(NAME OF OWNER OR CONTRACTOR)

BY: M. Lyon V.P.
(SIGNATURE & TITLE)

STATE OF Florida)
COUNTY OF Collier) SS:

The foregoing instrument was signed and acknowledged before me this 27th day of September, 2002 by Michael Lyon who has produced (Print or Type Name)
Known personally as identification, and who (did) (did not) take an oath.
(Type Of Identification and Number)

Joanne S. Beatty
Notary Public Signature
Joanne S. Beatty
Printed Name of Notary Public

Notary Commission Number
OFFICIAL NOTARY SEAL
JOANNE S BEATTY
NOTARY PUBLIC STATE OF FLORIDA
LCDU001MAN COMMISSION NO. PD036323
MY COMMISSION EXPIRES JUNE 24, 2005

(NOTARY SEAL)

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Michael Lyon
as Vice President of CROSS COUNTRY UNDERGROUND, INC.
for and in consideration of FIVE THOUSAND FOUR HUNDRETH TWENTY-THREE ^{40/100} ⁴⁰ 5432.
and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt
whereof is hereby acknowledged, does hereby waive, release, remiss, and relinquish any and all right to claim any lien or liens
for work performed or material furnished, or any kind or class of lien whatsoever on the following described property:

30-45-24-07-0000B.LD30

6" Diameter Fire Line serving The Shores @ Gulf Harbour, Phase IV (Building 3)
(Please provide full name and location of development and a
description of the utility system constructed).

CROSS COUNTRY UNDERGROUND, INC
5650 YAKI STREET
NAPLES, FL 34109

NAME & ADDRESS OF FIRM OR CORPORATION

BY: Michael Lyon
AUTHORIZED REPRESENTATIVE

STATE OF Florida)
COUNTY OF Collier) SS:

The foregoing instrument was signed and acknowledged before me this 27th day of
September, 2002 by Michael Lyon who has produced
(Print or Type Name)

Known personally as identification, and who (did) (did not) take an oath.
(Type Of Identification and Number)

Joanne S. Beatty
Notary Public Signature

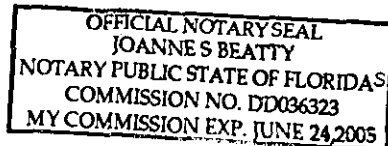
Joanne S Beatty
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)

LCDUOPMAN - July 1, 1996 - Sect 11

WAIVER OF LIEN
PROJECT NAME
Waiver of Lien.doc.doc



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Forms\Applications\LCUtilities\LCU-

PAGE 1 OF 1

SEP 3 0 REC'D

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: THE SHORES AT GULF HARBOUR, PHASE IV (FIRE LINE)

STRAP NUMBER: 30-45-24-07-0000B.0030

LOCATION: ROYAL HARBOUR CT (BUILDING #3)

OWNER'S NAME: SHORES AT GULF HARBOUR LIMITED PARTNERSHIP

OWNER'S ADDRESS: 3185 HORSESHOE DR S

OWNER'S ADDRESS: NAPLES, FL 34104-

TYPE UTILITY SYSTEM: WATER
 (list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	6"	7	LF	\$16.10	\$112.70
PVC C-900 DR-14	4"	7	LF	\$15.10	\$105.70
HOT TAP	10x6	1	EA	\$2,695.00	\$2,695.00
HOT TAP	10x4	1	EA	\$2,519.00	\$2,519.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<u>TOTAL</u>					\$5,432.40

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.
 (If more space is required, use additional page(s). Number each page and include the name of the project).

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:

Michael Lyon V.P.
(Name & Title of Certifying Agent)

OF: CROSS COUNTRY UNDERGROUND INC.
(Firm or Corporation)

ADDRESS: 5650 Yahl STREET
Naples, FL 34109

STATE OF Florida)
COUNTY OF Collier) SS:

The foregoing instrument was signed and acknowledged before me this 27th
day of September, 2002 by Michael Lyon
(Print or Type Name)

who has produced known personally as identification,
(Type Of Identification and Number)

and who (did) (did not) take an oath.

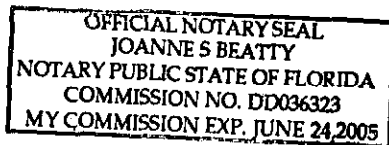
Joanne S. Beatty
Notary Public Signature

Joanne S. Beatty
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)

LCDUMan - July 1, 1996 - Sect 11



PROJECT NAME
CERTIFICATE OF CONTRIBUTORY ASSETS
Assets.doc.doc

PAGE 2 OF 2
S:\Admin\Standard Forms\Applications\LCUtilities\LCU-Cert of Contrib

SEP 30 REC'D

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 _____, 2002, by and between SHORES AT GULF HARBOUR LIMITED PARTNERSHIP, a Delaware limited partnership, 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 signed on the date and year first above written.

Ashley Solomon
1st Witness
Ashley Solomon
Printed name of witness

B. J. [Signature]
2nd Witness
B. J. [Signature]
Printed name of witness

GRANTOR:

SHORES AT GULF HARBOUR
LIMITED PARTNERSHIP

By: RONTO DEVELOPMENTS OF
FORT MYERS, INC., a Florida corp.,
a General Partner

[Signature]
By:
Printed Name: MARK S. TAYLOR
Its: SR. VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by MARK S. TAYLOR
the SR. VICE PRESIDENT of RONTO
DEVELOPMENTS OF FORT MYERS, INC., a Florida corporation, a general partner of
SHORES AT GULF HARBOUR LIMITED PARTNERSHIP, a Delaware limited partnership,
this 22ND day of OCTOBER, 2002, who is personally known to me or has
produced _____
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Carol L. Sparks
Notary Public Signature
CAROL L. SPARKS
Printed Name of Notary Public
DD064838
Notary Commission Number



(Notary Seal)

EXHIBIT "A"

**BCLS
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: (941) 597-5207**


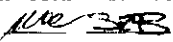
**LEGAL DESCRIPTION
UTILITY EASEMENT**

A PORTION OF TRACT B, GULF HARBOUR YACHT AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 55 AT PAGES 6 THROUGH 27 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S.00°23'09"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 881.29 FEET; THENCE S.89°36'52"W., A DISTANCE OF 85.01 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON THE WESTERLY LINE OF AN EXCLUSIVE AND PERPETUAL WATER PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3089 AT PAGE 1961 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S.78°44'21"W., A DISTANCE OF 19.30 FEET; THENCE N.13°14'50"W., A DISTANCE OF 15.01 FEET; THENCE N.78°44'21"E., A DISTANCE OF 19.99 FEET TO SAID WESTERLY LINE, THE SAME BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 389.50 FEET, A CENTRAL ANGLE OF 02°12'25", A CHORD BEARING OF S.10°37'31"E., AND A CHORD LENGTH OF 15.00 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 15.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 294 SQUARE FEET, MORE OF LESS.

BEARINGS REFER TO GULF HARBOUR YACHT AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 55, PAGES 6 THROUGH 27 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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


10/21/02
STEPHEN E. BERRY, STATE OF FLORIDA, (P.S.M. #5296)
BBL SURVEYORS & MAPPERS INC., (L.B. #6753)
Z:\LEGAL\AID DESCRIPTIONS\9825\1120 BLDG3.LWP
PROOFED BY 

(SEE ATTACHED SKETCH-H20 EASE 10 21 02.DWG)

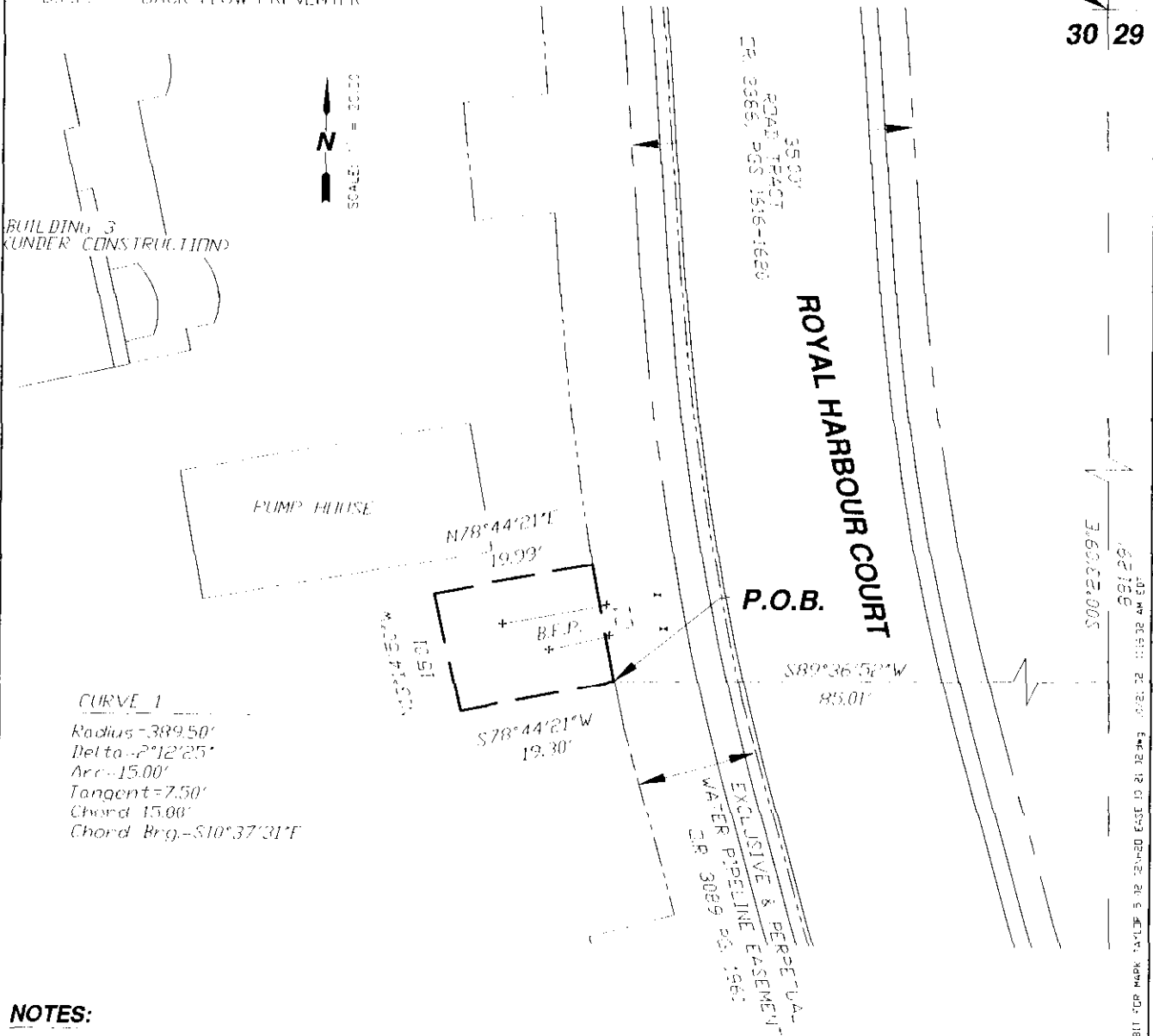
LEGEND

- P.O.B POINT OF BEGINNING
- P.O.C POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS BOOK
- PGS. PAGES
- Brg. BEARING
- WATER VALVE
- B.F.P. BACK FLOW PREVENTER

P.O.C.

NORTHEAST CORNER OF
THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 45 SOUTH,
RANGE 24 EAST, LEE COUNTY, FLORIDA.

19 20
30 29



CURVE 1
Radius = 389.50'
Delta = 2°12'25"
Arc = 15.00'
Tangent = 7.50'
Chord = 15.00'
Chord Brg. = S10°37'31\"

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO GULF HARBOUR YACHT AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 55, AT PAGES 6 THROUGH 27 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.

THIS IS NOT A SURVEY SHEET 3 OF 3

DATE: 07/27/02
FIELD BOOK
PAGE:
DRAWN BY: MAC
APPROVED: SEB
FILED: 08/06/02 10:21 AM
SCALE: 1\"/>

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF TRACT B,
GULF HARBOUR YACHT AND COUNTRY CLUB,
PLAT BOOK 55, PAGES 6 THROUGH 27, LEE COUNTY, FLORIDA

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

1999-1985-34-Florida-CP MARK T.V.L.P. 5 DE 20-NO EASE 10 21 28 PM 10/21/02 11:15:32 AM EDT