

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030345 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one utility easement as a donation for a fire hydrant serving Florida Gulf Bank @ Summerlin Crossing. This is a Developer contributed asset project located on the northwest corner of Summerlin Road and Winkler Road.

WHY ACTION IS NECESSARY:

To provide fire protection to the recently constructed commercial building.

WHAT ACTION ACCOMPLISHES:

Places the fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

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

C10D

3. MEETING DATE:

04-08-2003

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: 3/19/03

7. BACKGROUND:

Fire hydrants 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 a Utilities Easements within the property boundaries of Summerlin Crossing Shopping Center.

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

SECTION 34 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
					OA	OM	Risk	GC	
J. Lavender Date: 3-19-03	N/A Date:	N/A Date:	T. Osterhout Date: 3-19	S. Conner B. Owen Date: 3-21-03		3/25/03	3/24/03	RS 3-24-03	J. Lavender Date: 3-19-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. *PII*
3-21 1:00
COUNTY ADMIN.
FORWARDED TO:
3/20 12:00

Rec. by CoAtty
Date: 3/20/03
Time: 1:05 PM
Forwarded To:
City Admin

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Florida Gulf Bank, owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant), serving **"FLORIDA GULF BANK AT SUMMERLIN CROSSING"**; 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 **\$8,833.50** 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 _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah(C): _____ (3)
- Commissioner Coy: _____ (4)
- Commissioner Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

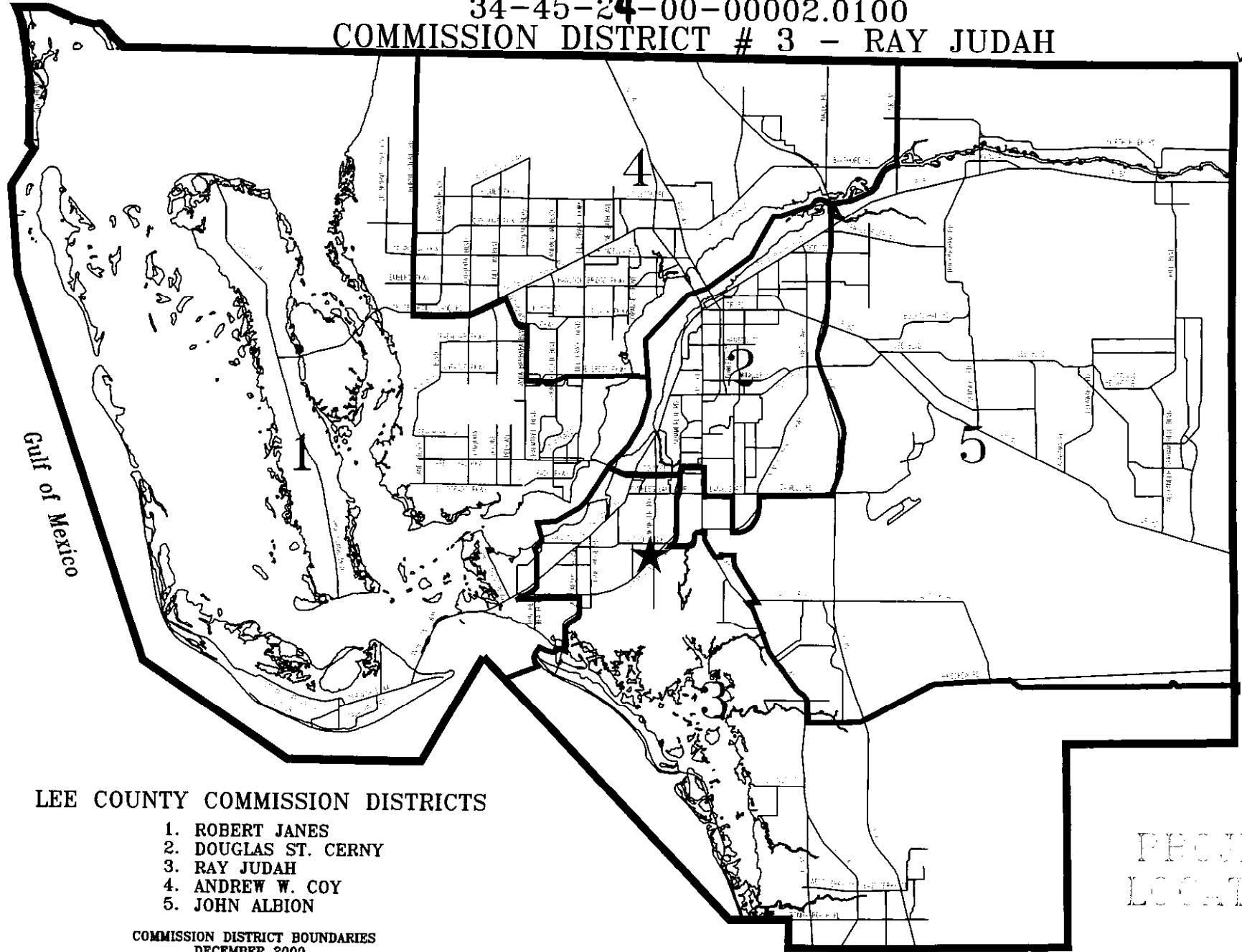
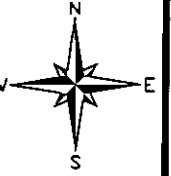
By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY OFFICE

FLORIDA GULF BANK @ SUMMERLIN CROSSING
34-45-24-00-00002.0100
COMMISSION DISTRICT # 3 - RAY 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

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of eight thousand eight hundred thirty three dollars and fifty cents(\$8,833.50) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to COUGAR CONTRACTING on the job of FLORIDA GULF BANK to the following described property:

<u>FLORIDA GULF BANK</u> (Name of Development/Project)	<u>water distribution system</u> (Facilities Constructed)
<u>15880 SUMMERLIN RD. #1</u> (Location) (Please provide full name and location of development and a description of the utility system constructed).	<u>34-45-24-00-00002.0100</u> (Strap # or Section, Township & Range)

Dated on: February 4, 2003

<u>[Signature]</u> (Signature of Authorized Representative)	<u>GULF COAST UNDERGROUND</u> (Name of Firm or Corporation)
--	--

<u>By: Steve R. Gobble</u> (Print Name of Authorized Representative)	<u>3551 METRO PARKWAY</u> (Address of Firm or Corporation)
---	---

<u>Phone #: (239)274-9504 Ext.</u>	<u>FT. MYERS, FL 33916-</u> (City, State & Zip Of Firm Or Corporation)
------------------------------------	---

Fax#: (239)274-9505

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 4th day of FEB, 2003 by STEVEN R. GOBLE who has produced the following as identification - PERSONALLY KNOWN , and who did not take an oath.

[Signature]
(Notary Public Signature)

(Notary Seal & Commission Number) Sandi Hubeart
(Printed Name of Notary Public)

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

(20) 7Y

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: FLORIDA GULF BANK

LOCATION: 15880 SUMMERLIN RD #1
34-45-24-00-00002.0100
Including STRAP)

NAME AND ADDRESS OF OWNER: FLORIDA GULF BANK
9101 COLLEGE POINT CIRCLE FT. MYERS FL. 33919
(as shown on Deed)

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

DESCRIPTION AND COST OF MATERIAL, LABOR AND SERVICES

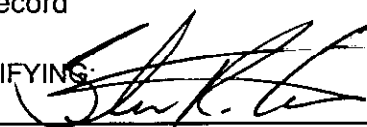
Please list each element of the system, e.g. pipe, manholes, lift stations, meters, valves, fittings, ect.

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
WATERLINE (PVC)	10"	5	LF	\$22.00	\$110.00
WATERLINE (PVC)	8"	94	LF	\$17.00	\$1,598.00
WATERLINE (PVC)	6"	4	LF	\$15.00	\$60.00
GATE VALVE ASSEMBLY	6"	1	EA	\$550.00	\$550.00
FIRE HYDRANT ASSEMBLY	3-WAY	1	EA	\$2,800.00	\$2,800.00
HOT TAP	10"X2"	1	EA	\$1,200.00	\$1,200.00
HDPE CASING PIPE	6"	42	LF	\$40.00	\$1,680.00
WATERLINE (PVC)	1-1/4"	48	LF	\$7.00	\$336.00
WATERLINE (PVC)	3/4"	9	LF	\$5.50	\$49.50
METER BOX ASSEMBLY	3/4"	1	EA	\$450.00	\$450.00

TOTAL AMOUNT: \$8,833.50

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

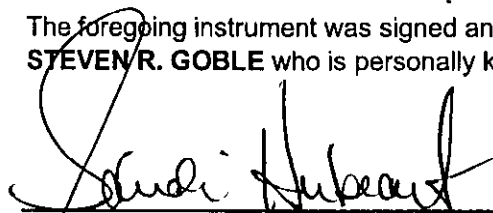
I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING: 
(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 17th day of April 2002, by STEVEN R. GOBLE who is personally know and who (did) (did not) take an oath.


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)

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 _____, _____, by and between FLORIDA GULF BANK, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

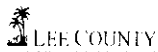
1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated 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 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 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

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

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

X [Signature]
(Signature of 1st Witness)

X [Signature]
(Grantor's/Owner's Signature)

STEPHEN R. STEWART
(Name of 1st Witness)

WILLIAM P. VALENTI
(Grantor's/Owner's Name)

X [Signature]
(Signature of 2nd Witness)

President
Title

X JOHN H. HOWARD
(Name of 2nd Witness)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 14th day of Nov 2003 by ✓ who is personally known to me - ✓, and who did take an oath.

[Signature]
Notary Public Signature



EVA M. WOHLFART
Printed Name of Notary Public

(Notary Seal & Commission Number)

TRASK ASSOCIATES, INC.

s u r v e y o r s

DESCRIPTION OF AN EASEMENT LYING IN
SECTION 34, T-45-S, R-24-E,
LEE COUNTY, FLORIDA

(5' UTILITY EASEMENT)

AN EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING OVER ACROSS AND THROUGH THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3636, PAGE 2276 AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

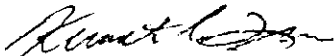
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE S.01°06'49"E. ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FOR 2219.41 FEET TO THE NORTHERLY RIGHT OF WAY OF SUMMERLIN ROAD; THENCE N.44°17'24"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 1784.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3636, PAGE 2276; THENCE CONTINUE N.44°17'24"E. ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF SAID PARCEL FOR 213.75 FEET TO THE WEST RIGHT OF WAY LINE OF WINKLER ROAD; THENCE N.00°59'34"W. ALONG SAID WEST RIGHT OF WAY LINE FOR 335.28 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE S.89°00'26"W. ALONG SAID NORTH LINE FOR 21.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°00'26"W. ALONG SAID NORTH LINE FOR 110.00 FEET; THENCE S.00°59'34"E. FOR 5.00 FEET; THENCE N.89°00'26"E. FOR 110.00 FEET; THENCE N.00°59'34"W. FOR 5.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1116 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON SAID WEST LINE OF THE SOUTHWEST QUARTER, AS BEARING S.01°06'49"W. AS PER OFFICIAL RECORDS BOOK 3636, PAGE 2276, LEE COUNTY PUBLIC RECORDS.

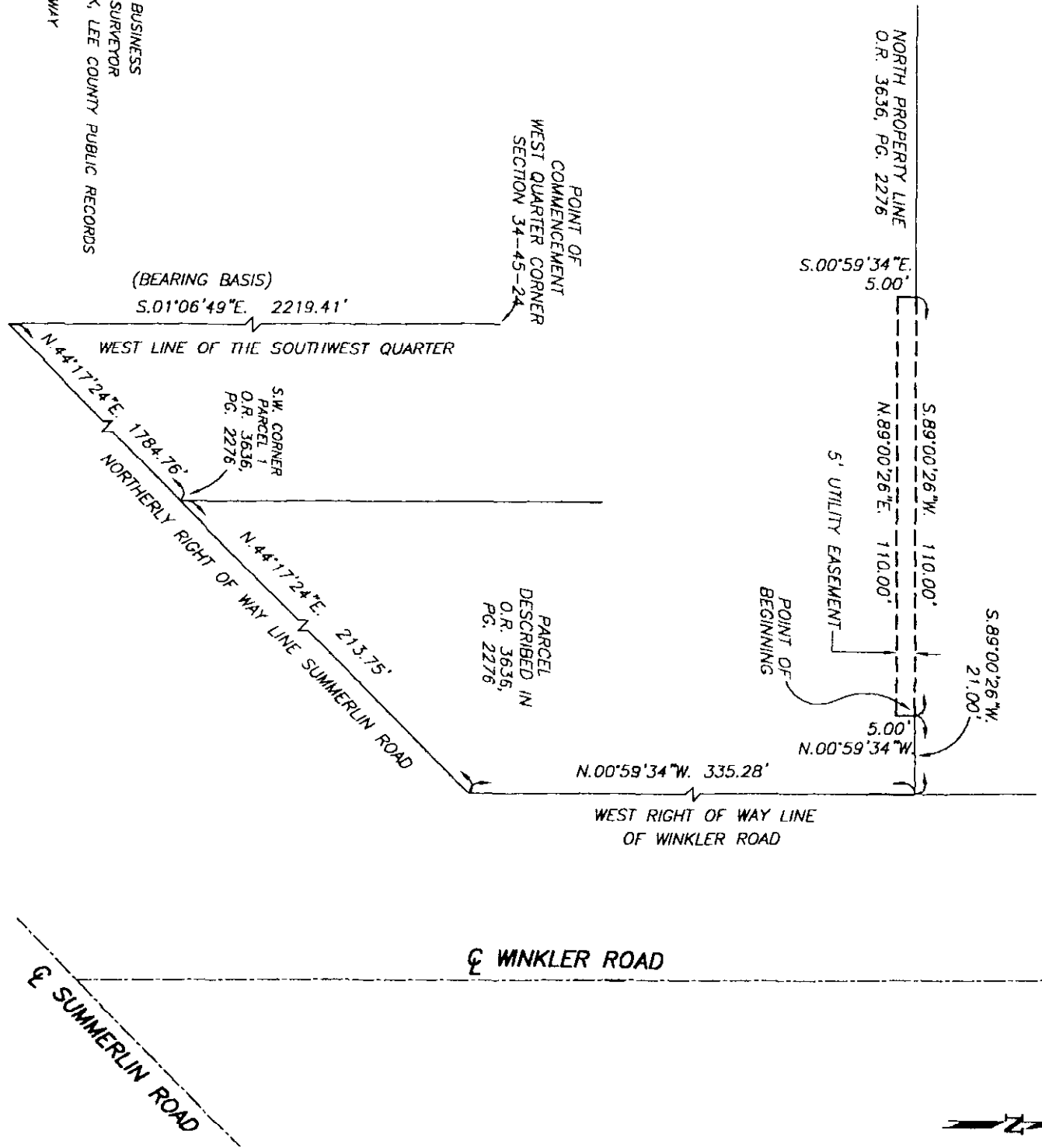
TRASK ASSOCIATES, INC.

MARCH 13, 2003



KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. LS4684

THIS IS NOT A BOUNDARY SURVEY



LEGEND:

- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- P.B. PLAT BOOK, LEE COUNTY PUBLIC RECORDS
- PG. PAGE
- R/W RIGHT OF WAY

REVISE BEARING 3-13-2003 ALH

<p>SKETCH</p> <p>OF AN EASEMENT LYING IN SECTION 34 T-45-S, R-24-E, LEE COUNTY, FLORIDA.</p> <p>CLIENT: COMPASS CONSTRUCTION, INC.</p>	<p>TRASK ASSOCIATES, INC.</p> <p>surveyors</p> <p>11543 Charlies Terrace, Fort Myers, FL 33907 239-694-2335 phone 239-694-2355 fax Florida Licensed Business No. LB7136 ktrask@traskaassociates.com</p>	<p><i>Kenneth E. Trask</i></p> <p>KENNETH E. TRASK PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. LS4884</p> <p>3-13-03 DATE SIGNED:</p>
	<p>DATE: 2-21-2003</p> <p>SCALE: 1" = 40'</p> <p>DRAWN BY: ALH</p> <p>CHECKED BY: KT</p> <p>S-F-R 2-45-24</p> <p>JOB NO. 0333WT-SK</p> <p>SHEET 2 OF 2</p>	



TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

A. AUTHORIZATION:

BS 20030345-UTL

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

Purchase Order # N/A for FLORIDA GULF BANK @ SUMMERLIN CROSSING (FLORIDA GULF BANK 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



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

PHOTOCOPIES OF
 THIS FORM NOT
 ACCEPTABLE

DR-219
 R. 07/99

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

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) →

3445240000020100

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):

FLORIDA GULF BANK

Last First MI Corporate Name (if applicable)
 7580 WINKLER ROAD, FT. MYERS FL 33908

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

Last First MI Corporate Name (if applicable)
 P. O. BOX 398, FT. MYERS, FL 33902 239 479-8181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Month Day Year

Sale/Transfer Price

\$ (Round to the nearest dollar.)

Property Located In County Code
 4 6 (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed
 Other
 Warranty Deed
 Quit Claim Deed
EASEMENT DONATION

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:
 Mark (x) all
 that apply

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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 nearest dollar.)

YES / NO

\$. 00 Cents
 \$.

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), 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 3/19/03

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

O. R. Book and Page Number and File Number Date Recorded
 Month Day Year