	Lee County Ros	ard of County Con	missioners		
Lee County Board of County Commissioners Agenda Item Summary Blue Sheet No. 20030464					
1. REQUESTED MOTION:					
ACTION REQUESTED: Appro	ve the acquisition of a F	Perpetual Access and	Maintenance Easement Grai	nt (North Easement).	
ACTION REQUESTED: Approve the acquisition of a Perpetual Access and Maintenance Easement Grant (North Easement), and a Perpetual Access, Maintenance and Landscape Easement Grant (South Easement), which are necessary to clear and					
maintain the Waterway Water Treatment Plant property boundary and to provide access to the facility, pursuant to the terms and					
conditions set forth in the respect	ve Easement Grants; a	uthorize the Chairma	n on behalf of the Board of Co	unty Commissioners	
to sign the Easement Grants; authorize the payment of the necessary costs to close: authorize the Division of County Lands to					
handle and accept all documentation necessary.					
WHY ACTION IS NECESSARY. The Board must formally account all and party and all and actions.					
WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.					
WHAT ACTION ACCOMPLISHES: Approval of the Requested Motion will provide for the acquisition of two easements abutting the north and east sides of the County's Waterway Water Treatment Plant.					
2. DEPARTMENTAL CATE		er mealment Plant.	3. MEETING	DATE.	
COMMISSION DISTRICT #		0/20	·		
4. AGENDA:	5. <u>REQUIREMENT/PUR</u>		6. REQUESTOR OF INFORMAT	6-2003	
X CONSENT	· · · · · · · · · · · · · · · · · · ·	<u>FUSE</u> .	6. REQUESTOR OF INFORMAL	ION	
ADMINISTRATIVE	(Specify) STATUTE 125		A. COMMISSIONER		
APPEALS	ORDINANCE		B. DEPARTMENT Independen		
PUBLIC WALK ON	ADMIN OTHER		C. DIVISION County Lan		
TIME REQUIRED:	OTTLE		BY: Karen L. W. Forsyth, Directo	" 	
7. BACKGROUND: The	ee County Utilities Di	vision (LCLI) is in th	e process of clearing and fe	encing the property	
boundary of the Waterway Water	Treatment Plant (WW	P) located in North F	Fort Myers I CII is planning to	nong the property	
around the perimeter and enhan	ce the site access are	a to facilitate the inc	ress and earess of service v	ehicles, as well as	
customers utilizing the payment	repository. To complet	e the proposed impr	ovements LCU requires an e	asement along the	
northern and eastern boundaries.			·		
To assist LCU with the planned	modifications and imp	rove the common pr	operty boundary, the adjoini	ng property owner,	
Lochmoor Villas Condominium	Association, Inc., a Flo	rida non-profit corpo	pration, has agreed to conv	ey an Access and	
Maintenance Easement (North Ea	isement) along the WW	TP's northern bound	ary and an Access, Maintena	nce and Landscape	
Easement(South Easement), abutting the southern portion of the eastern boundary, to the County for no monetary compensation.					
LCU will remove exotic vegetation from the North Easement and install and maintain a vegetative hedge on the WWTP's					
northern boundary to create a buffer between the adjoining property. In addition, LCU will remove exotic vegetation from the					
South Easement and install and maintain a vegetative hedge along its northern boundary. The project is to also pay costs to					
close of less than \$50.					
Due to the benefits of enhanced ingress and egress and the additional buffer resulting from the acquisition of the two easements,					
which border the County's water treatment plant, Staff recommends the Board approve the Requested Motion.					
Funds for closing are available in Account Number: OD5362548700.506199 Attachments: North Easement Grant					
South Easement Grant					
Ownership/Title Data					
8. MANAGEMENT RECOMMENDATIONS: Map of Subject Area					
The state of the s					
9. RECOMMENDED APPROVAL:					
A B	C DA		VAL:		
Department Purchasing or	Human Other	E County	r Budget Services	G County Manager	
· · · · · · · · · · · · · · · · · · ·	Resources /	Attorney	(SAM 42403	County Manager	
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APPROVED Rec. by CoAtty RECHIVED BY					
DENIED COUNTY ADDRESS EU					
OTHER Date: 16010					
Time: 37. 70 COUNTY ADMIN.					
L:\WATERWAY WTP 7117\Blue Sheet 04 08 03.wpd					
	•	Forwarded To:	4/24 24	5	
		4/23/03 10 AM	7240		

03/27/2003 THU 17:52 FAX 239 479 8391 This instrument prepared by:

Lee County County Lands Division P. O. Box 398 Ft. Myers, Florida 33902-0398

Parcel: Lochmoor Villas/North Easement

Project: Waterway WTP/7117

STRAP No.: 16-44-24-35-00000.00CE

This Space for Recording

PERPETUAL ACCESS AND MAINTENANCE EASEMENT GRANT

This document, made and entered into between LOCHMOOR VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose address is August Zunino, c/o Century 21 Sunbelt Realty, 506 SW 47th Terrace, Cape Coral, Florida 33914, as owner(s), hereinafter referred to as GRANTOR; and Lee County, a political subdivision of the State of Florida, P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as COUNTY.

WITNESSETH:

- 1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY, its successors and assigns, a perpetual access and maintenance easement for the purpose of providing access over and across the GRANTOR'S property so that COUNTY'S employees, consulting engineers, contractors and other representatives' vehicles and equipment may have ingress and egress for maintenance of County's facilities, including but not limited to fencing, utility facilities and landscaping with the additional right, privilege and authority to trim and remove roots, trees, shrubs, bushes, plants and vegetation within the easement area. The easement is situated in Lee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein.
- 2. COUNTY hereby agrees to remove exotic vegetation within the easement area, at no cost to the GRANTOR. In addition, the COUNTY shall plant a vegetative hedge immediately adjacent to and parallel with the easement area, said vegetative hedge to be located on the COUNTY'S property. The vegetative hedge shall be of

Page 2

Perpetual North Easement Grant Project: Waterway WTP/7117

a type not prohibited by local codes or ordinances and is to consist of the native plant species known as Walter's Viburnum or a type mutually acceptable to the COUNTY's Utilities Division and GRANTOR. As a component of the hedge, the COUNTY shall place one of the following plant types every 30'-40'.

- a) Spanish Stopper
- b) wild olive
- 3. The COUNTY shall not install lighting facilities within the easement area, unless approved by the Lochmoor Condo Association Board of Directors and shall restrict the use of the easement area to weekdays between the hours of 8:00 a.m. and 6:00 p.m. and/or during weekends between the hours of 9:00 a.m. and 5:00 p.m., when reasonably practicable.
- 4. GRANTOR covenants that subject to existing easements, if any, for public highways or roads, railroads, ditches, pipelines, electrical transmission or distribution lines, telephone and telegraph lines covering the land herein described, GRANTOR is lawfully seized and possessed of the lands, having good and lawful right and power to convey them, and that the lands are free of all liens, easements and encumbrances except those of record; and GRANTOR will forever warrant and defend the title and terms to this easement and the quiet possession thereof against the lawful claims and demands of all persons.
- 5. The easement, rights and privileges granted herein are non-exclusive, and GRANTOR reserves the right to convey similar rights and easements to other persons except those rights and easements that may interfere with and prevent the use by County of the easement. GRANTOR also retains, reserves and will continue to enjoy use of the property for purposes that do not interfere with and prevent the use by COUNTY of the easement.
- 6. This instrument is binding on, and inures to the benefit of, the successors and assigns of the parties.

Perpetual North Easement Grant Project: Waterway WTP/7117

	Jan Jan
IN WITNESS WHEREOF this instrumen	
of 1003.	
•	GRANTOR:
WITNESSES:	LOCHMOOR VILLAS CONDOMINIUM
- (2)	ASSOCIATION, INC., a Florida
	non-profit corporation, GRANTOR
Bucky Kyth	By: Line Mari
1st Witness Signature	
BEVERLY DRIFKH	KEITA TUBECK PIGGIDEN
Printed Name of 1st Witness	(Print Name and Title)
White & Norta	
2nd Witness Signature	
Anta L. Scita	
Printed Name of 2nd Witness	
STATE OF A LLINGICK	
,	
COUNTY OF XOS	
	· · · · · · · · · · · · · · · · · · ·
of Am 1, 2000, by	knowledged before me this $\underline{\mathcal{S}}$ day
01 1181 , 20 <u>11 3</u> , by 1	name of person acknowledged)
as tre rolen	, on behalf of the LOCHMOOR VILLAS
(title of person acknowledged) - CONDOMINIUM ASSOCIATION, INC., who	is personally known to me or who has
produced	as identification.
(type of identification)	
	- (allos), Dunio
(SEAL)	Signature of Notary Public
(OLIGAL)	TAOCA & ZUNINO
	(Name typed, printed or stamped) (Title or Rank)
Paola B Zunino My Commission CC855287	(Serial Number, if any)
Expires July 15 2003	
	COUNTY:
CHARLIE GREEN, CLERK	LEE COUNTY, FLORIDA, BY ITS
	BOARD OF COUNTY COMMISSIONERS
BX:	BY:
DEPUTY CLERK (DATE)	CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM
	AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)



51NCE 1946

March 25, 2003

Exhibit "A"

EXHIBIT "A"

Page / of Z-

DESCRIPTION

10 FEET WIDE PERPETUAL ACCESS AND MAINTENANCE EASEMENT AT LOCHMOOR VILLAS CONDOMINIUM SECTION 16, TOWNSHIP 44 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

A strip of land, 10 feet wide lying in Section 16, Township 44 South, Range 24 East, Lee County, Florida being a part of the Recreation Area #2, Phase III and Phase IV as shown on Lochmoor Villas Condominium as recorded in Condominium Plat Book 7 at Page 187, Public Records of Lee County, Florida, which 10 foot strip is described as follows:

From the southwest corner of said Phase IV run N 00° 00' 00" E along the west line of said Phase IV for 10.00 feet to an intersection with a line that is 10 feet north of (as measured on a perpendicular) and parallel with the south line of said Phase IV; thence run N 90° 00' 00" E along said parallel line for 310.00 feet to an intersection with a line that is 10 feet east of (as measured on a perpendicular) and parallel with the west line of the Recreation Area # 2 as shown on said Lochmoor Villas Condominium; thence run S 00° 00' 00" W along said parallel line for 110.00 feet; thence run N 90° 00' 00" W for 10.00 feet to an intersection with said west line; thence run N 00° 00' 00" E along said west line for 100.00 feet to the south line of Phase III of said Lochmoor Villas Condominium; thence run N 90° 00' 00" W along the south line of said Phase III and the south line of said Phase IV for 300.00 feet to the Point of Beginning.

Parcel contains 4,100 square feet, more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the Condominium Plat of Lochmoor Villas Condominium as recorded in Condominium Plat Book 7 at Page 187, Public Records of Lee County, Florida.

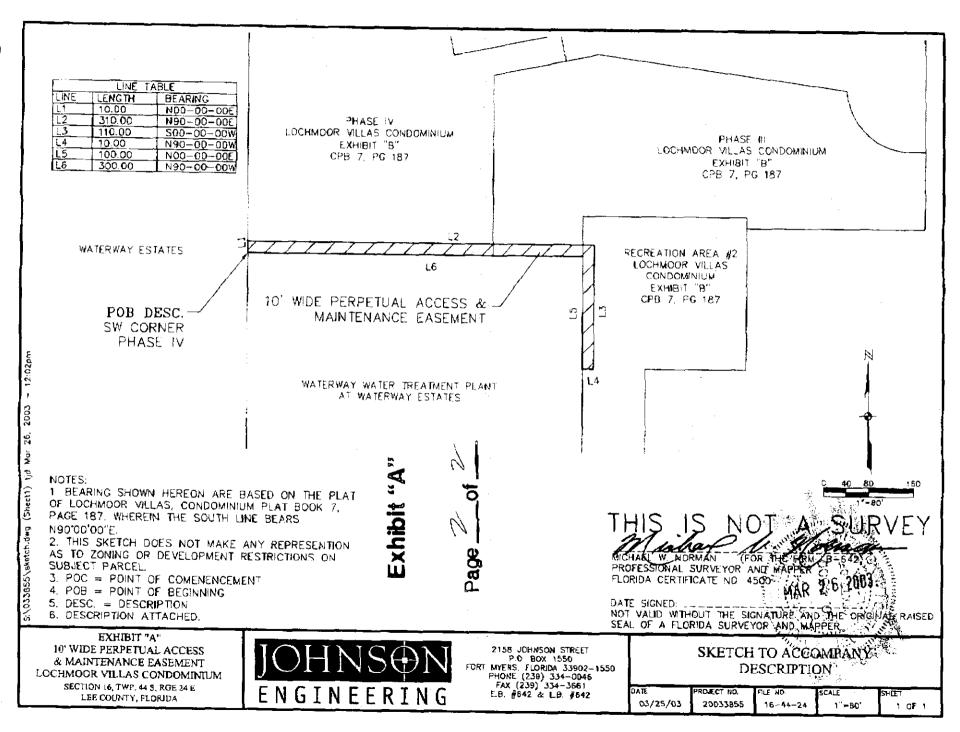
Micha

Michael W. Norman (for The Firm

Professional Land Surveyor

Florida Certificate No. 4500

20033855/Phase IV 032503



03/27/2003 THU 17:54 FAX 239 479 8391 This instrument prepared by:

Lee County County Lands Division P. O. Box 398 Ft. Myers, Florida 33902-0398

Parcel: Lochmoor Villas/South Easement

Project: Waterway WTP/7117

STRAP No.: 16-44-24-35-00000.00CE

This Space for Recording

PERPETUAL ACCESS, MAINTENANCE AND LANDSCAPE EASEMENT GRANT

This document, made and entered into between LOCHMOOR VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose address is August Zunino, c/o Century 21 Sunbelt Realty, 506 SW 47th Terrace, Cape Coral, Florida 33914, as owner(s), hereinafter referred to as GRANTOR; and Lee County, a political subdivision of the State of Florida, P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as COUNTY.

WITNESSETH:

- 1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY, successors, appointees and assigns, a perpetual and exclusive access, maintenance and landscape easement for the purpose of COUNTY utility customers accessing the COUNTY'S utility payment repository (drop box) and for ingress and egress of COUNTY'S employees, consulting engineers, contractors and other representatives' vehicles and equipment for maintenance of County's facilities, including but not limited to fencing and utility facilities, with the additional right, privilege and authority to trim and remove roots, trees, shrubs, bushes, plants and vegetation. The easement is situated in Lee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein.
- 2. In addition, COUNTY, its successors, appointees and assigns, are granted the right, privilege and authority to improve the easement area described in Exhibit "A", with landscaping improvements, granted ingress and egress access to improvements associated with

Page 2

Perpetual South Easement Grant

Project: Waterway

the COUNTY'S payment repository, and the right and authority to install and maintain fencing improvements within the said easement.

- 3. COUNTY hereby agrees to remove exotic vegetation within the easement area, at no cost to the GRANTOR. In addition, the COUNTY shall plant a vegetative hedge within the easement area, to be located along its northern boundary. The vegetative hedge shall be of a type not prohibited by local codes or ordinances and is to consist of the native plant species known as Walter's Viburnum or a type mutually acceptable to COUNTY's Utilities Division and GRANTOR. As a component of the hedge, the COUNTY shall place one of the following plant types every 30'-40'.
 - a) Spanish Stopper
 - b) wild olive
- 4. The cost of the COUNTY'S improvements to be located within the easement area and the associated maintenance of the easement area is the sole responsibility of the COUNTY. The maintenance of the easement area shall be conducted during the weekdays between the hours of 8:00 a.m. and 6:00 p.m. and/or during weekends between the hours of 9:00 a.m. and 5:00 p.m., when reasonably practicable.
- 5. GRANTOR covenants that subject to existing easements, if any, for public highways or roads, railroads, ditches, pipelines, electrical transmission or distribution lines, telephone and telegraph lines covering the land herein described, GRANTOR is lawfully seized and possessed of the lands, having good and lawful right and power to convey them, and that the lands are free of all liens, easements and encumbrances except those of record; and GRANTOR will forever warrant and defend the title and terms to this easement and the quiet possession thereof against the lawful claims and demands of all persons.
- 6. This instrument is binding on, and inures to the benefit of, the successors and assigns of the parties.

03/27/2003 THU 17:54 FAX 239 479 8391 Page 3

Perpetual South Easement Grant

Project: Waterway IN WITNESS WHEREOF this instrument is executed this GRANTOR: WITNESSES: LOCHMOOR VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, GRANTOR colo Colo Witness Signatur ed Name (Print Name and Title) Printed Name of 2nd Witness STATE OF FRONCICE COUNTY OF The foregoing instrument was acknowledged before me this part 2003, by kailingopule (name of person acknowledged) 10-50lent , on behalf of the LOCHMOOR VILLAS (title of person acknowledged) CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced_ as identification. (type of identification) Signature (SEAL) (Name typed, printed or stamped) Paola B Zunino (Title or Rank) ★My Commission CC855287 (Serial Number, if any) Expires July 15 2003 COUNTY: CHARLIE GREEN, CLERK LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

(DATE)

DEPUTY CLERK



SINCE 1946

Exhibit "A"

March 25, 2003

EXHIBIT "A"

Page __ of 2

DESCRIPTION

PERPETUAL ACCESS, MAINTENANCE AND LANDSCAPE EASEMENT AT LOCHMOOR VILLAS CONDOMINIUM SECTION 16, TOWNSHIP 44 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 16, Township 44 South, Range 24 East, Lcc County, Florida being a part of the Recreation Area # 2 as shown on Lochmoor Villas Condominium as recorded in Condominium Plat Book 7 at Page 187, public records of Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of said Recreation Area # 2 run N 00° 00' 00" E along the west line of said Recreation Area for 300.00 feet; thence run S 90° 00' 00" E departing said line for 56.40 feet to a point on the east line of said Recreation Area; thence run S 00° 00' 00" W along the east line of said Recreation Area for 300.00 feet to the southeast corner of said Recreation Area; thence run N 90° 00' 00" W along the south line of said Recreation Area for 56.40 feet to the Point of Beginning.

Parcel contains 16,920 square feet, more or less.

SUBJECT TO easements, restriction and reservations of record.

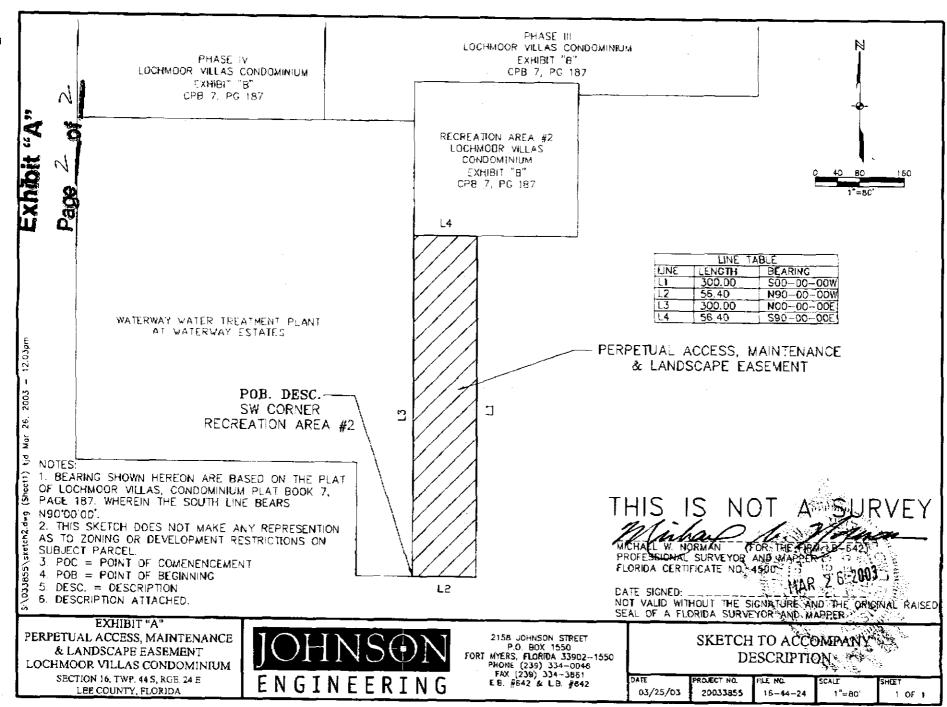
Bearings hereinabove mentioned are based on the Condominium Plat of Lochmoor Villas Condominium as recorded in Condominium Plat Book 7 at Page 187, Public Records of Lee County, Florida.

Michael W. Norman (for The Firm (178-642)

Professional Land Surveyor

Florida Certificate No. 4500

20033855/ Perpetual Access Maint. and Landscape Easement 032503



Division of County Lands

Ownership and Easement Search

Search No. 22297 Date: October 22, 2002

Parcel:

Project: Lochmoor Villas Waste Water

Treatment Plant, LV-WWTP

To:

J. Keith Gomez

From:

Shelia A. Bedwell, CLS

,

Property Acquisition Agent

Real Estate Title Examiner

STRAP:

16-44-24-35-00000.00CE

Effective Date: October 15, 2002, at 5:00 p.m.

Subject Property: The common elements being a part of Lochmoor Villas Condominium, recorded in Official Record Book 1520, Page 287, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Lochmoor Villas Condominium, Inc., a Florida non-profit corporation

by those certain instruments recorded in Official Record Book 1520, Pages 285 and 287, and Official Record Book 1589, Page 2099, Public Records of Lee County, Florida.

Easements:

- 1. Terms, conditions, restrictions and easements created by the Declaration of Condominium of Lochmoor Villas Condominium, recorded in Official Record Book 1520, Page 287, as amended by instruments recorded in Official Record Book 1555, Pages 2185 and 2186; Official Record Book 1596, Page 1276; Official Record Book 1736, Page 2271, Official Record Book 1778, Page 478; and Amendment to By-Laws recorded in Official Record Book 2583, Page 2450, Public Records of Lee County, Florida.
- 2. Condominium Right-of-Way Easement and Conduit Form to South Florida Cable Television Corp., recorded in Official Record Book 1579, Page 1525, as assigned to South Florida Cablevision, Inc., by instrument recorded in Official Record Book 1801, Page 2475, as further assigned to Providence Journal Company, recorded in Official Record Book 2347, Page 3538, Public Records of Lee County, Florida.
- 3. Perpetual Raw Water Pipeline and Well Field Easement Grant to Florida Cities Water Company, recorded in Official Record Book 1595, Page 969, Public Records of Lee County, Florida.

Page 2 of 2

Division of County Lands

Ownership and Easement Search

Search No. 22297

Date: October 22, 2002

Parcel:

Project: Lochmoor Villas Waste Water

Treatment Plant, LV-WWTP

Tax Status: No taxes are assessed to this parcel.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

