

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030882

1. REQUESTED MOTION:

ACTION REQUESTED: : (1) Accept Perpetual Public Utility Easement Grant on Parcel 101 for the Triple Crown Court MSBU, Project 7154; (2) authorize payment of necessary costs and fees to close; and (3) authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County,

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain proceedings.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 5

CLC

3. MEETING DATE:

08-12-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125.01 (1)(q)
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands
- BY: Karen L.W. Forsyth *[Signature]*

7. BACKGROUND:

Negotiated for: Municipal Services Benefit Unit

Interest to Acquire: Easement

Property Details:

Owner: Bertis F. Hamilton and Alicia J. Hamilton, Husband and Wife

STRAP No. : 32-45-25-02-00000.0090

Purchase Details:

Purchase Price: None – easement being donated

Costs to Close: Approximately \$600 and costs of approximately \$1,000 to obtain subordinations of mortgages.

Staff Recommendation: County staff recommends that the Board approve the requested motion.

Account: 80715410400

Attachments: Site Location Map; copy of easement; title search

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>	<i>AK</i>	<i>MA</i>	<i>[Signature]</i>	<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
					<i>7/31/03</i>	<i>7/31/03</i>	<i>7/31/03</i>	<i>7/31</i>	

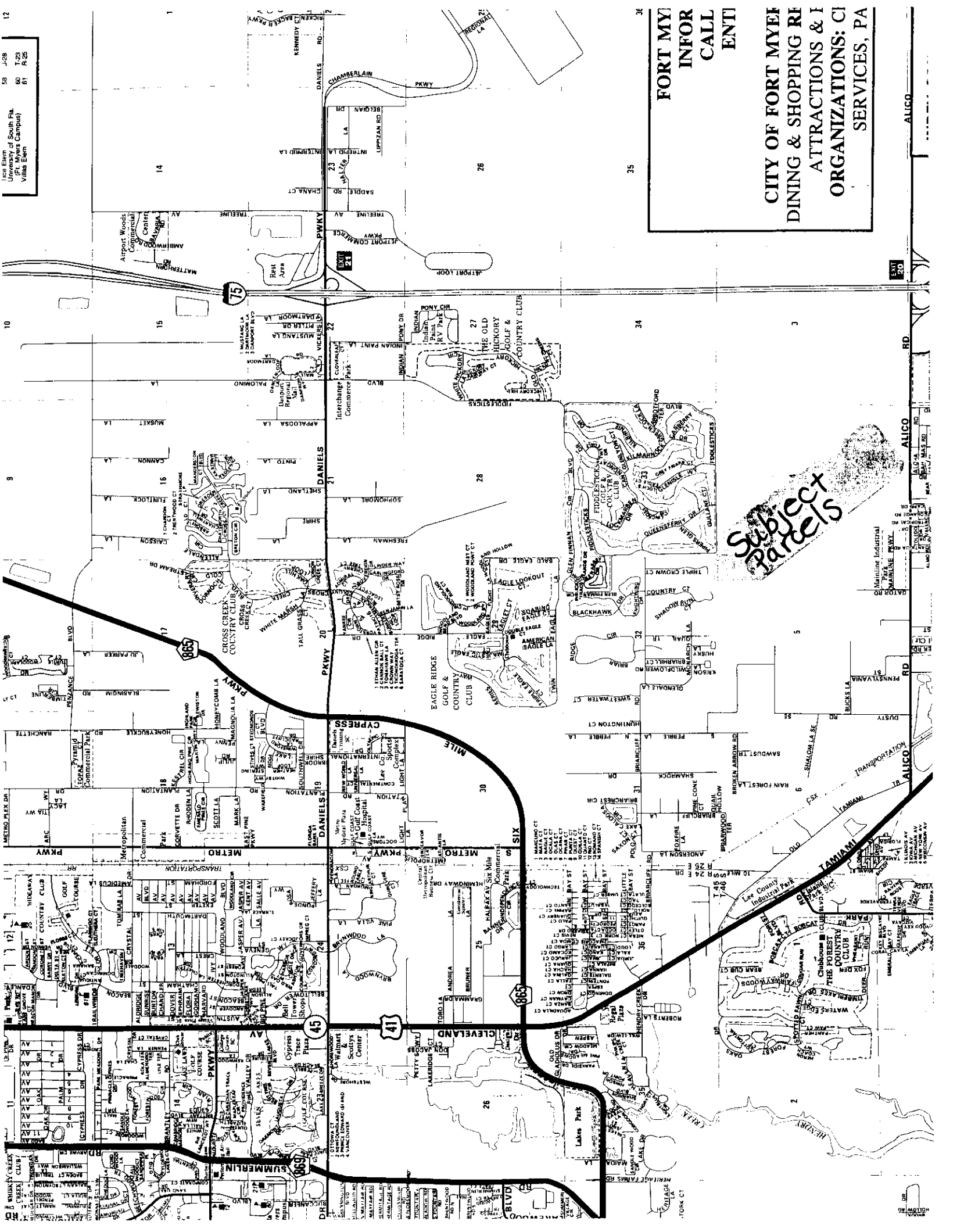
10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECV.
BY CO. ATTY.
7/31/03
1:10 PM
CD. ATTY.
FORWARDED TO
County Clerk
7/31/03

RECEIVED BY
COUNTY ADMIN
7-31-03
1:30
COUNTY ADMIN
FORWARDED TO
[Signature]
7/31/03

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**FORT MYER
INFORMATION
CALL
ENTRANCE**

**CITY OF FORT MYER
DINING & SHOPPING RECREATION
ATTRACTIONS & INFORMATION
ORGANIZATIONS: CIVIL SERVICE, PA**

**Subject
Parcels**

EXIT 20

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This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street 3rd Floor
Fort Myers, Florida 33901

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

Parcel: 101
Project: Triple Crown Court,
MSBU, Project No. 7154
STRAP: 32-45-25-02-00000.0090

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this 21st day of July, 2003, by and between **BERTIS F. HAMILTON AND ALICIA J. HAMILTON, husband and wife**, Owner, whose address is 15981 Country Court, Fort Myers, FL 33912, hereinafter referred to as GRANTOR(S), and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as GRANTEE.

WITNESSETH

1. In consideration of the benefits to be derived from the project, Grantor waives the right to any compensation from the Grantee and hereby grants, donates, and transfers to the Grantee, its successors and assigns, the use of a perpetual public Easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water distribution system, together with, but not limited to, all necessary service connections, valves, and fittings, to be located at or below ground level, 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 (four feet from property lines as described in attached Exhibit "B"), shrubs, bushes and plants, and remove other improvements which may affect the operation of lines, and/or allowed water utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water mains for providing water service to this and any adjacent properties. The total area of this public utility easement is reserved for water lines, or related appurtenances and for any landscaping (excluding trees over four feet from property lines of said Exhibit "B"), walkways, roadways, drainage ways, or similar uses. Houses, fences (more than two feet off property line as described Exhibit "B"), buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures will 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 will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements as described and/or shown on Plat of Countryside Estates as recorded in Plat Book 30, at Pages 87 through 89, Public Records of Lee County, Florida, and for public utilities, highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described in Exhibit "A", and those certain mortgages recorded in Official Record Book 2344, Page 69 and Book 2574, Page 1833, Public Records of Lee County, Florida, 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, will 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 will 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 will 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 water line 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 will be extinguished pursuant to law.

10. This easement will 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.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF TWO WITNESSES:

Jessie Whelan
1st WITNESS Signature

Jessie Whelan
Printed Name of 1st Witness

Quaine Alway
2nd WITNESS Signature

Lorraine Alvarez
Printed Name of 2nd Witness

Jessie Whelan
1st WITNESS Signature

Jessie Whelan
Printed Name of 1st Witness

Quaine Alway
2nd WITNESS Signature

Lorraine Alvarez
Printed Name of 2nd Witness

Bertis F. Hamilton
Bertis F. Hamilton, Grantor

Alicia J. Hamilton
Alicia J. Hamilton, Grantor

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 21st day of July,
2003, by **Bertis F. Hamilton**, who is personally known to me or has produced
Florida Drivers License as identification.
(type of identification)

Stacia Behling
Signature of Notary Public

Stacia BEHLING
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

SEAL



STATE OF Florida
COUNTY OF Dee

The foregoing instrument was acknowledged before me this 21st day of July,
2003, by **Alicia J. Hamilton**, who is personally known to me or has produced
Florida Drivers License as identification.
(type of identification)

Stacia Behling
Signature of Notary Public

SEAL



Stacia Behling
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

PARCEL 101

A 20 FEET WIDE UTILITY EASEMENT LYING IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION:

A 20 FEET WIDE UTILITY EASEMENT LYING IN LOT 9, COUNTRYSIDE ESTATES, AS RECORDED IN PLAT BOOK 30, PAGES 87-89 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST 20 FEET OF SAID LOT 9 LYING CONTIGUOUS TO AND PARALLEL WITH THE SOUTHEAST BOUNDARY LINE OF SAID LOT 9 WHICH HAS A PLAT BEARING OF N.52°01'48"E. THE FULL WIDTH OF SAID 20 FEET WIDE EASEMENT BEING EXTENDED TO THE RIGHT OF WAY OF COUNTRY COURT S.E. AND THE EAST LINE OF SAID LOT 9.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD.

BEARINGS MENTIONED ABOVE ARE BASED UPON THE SOUTHEAST BOUNDARY LINE OF SAID LOT 9 BEING THE PLAT BEARING OF N.52°01'48"E.

REFER TO 8 1/2" x 11" SKETCH. (SEE SHEET 2 OF 2)

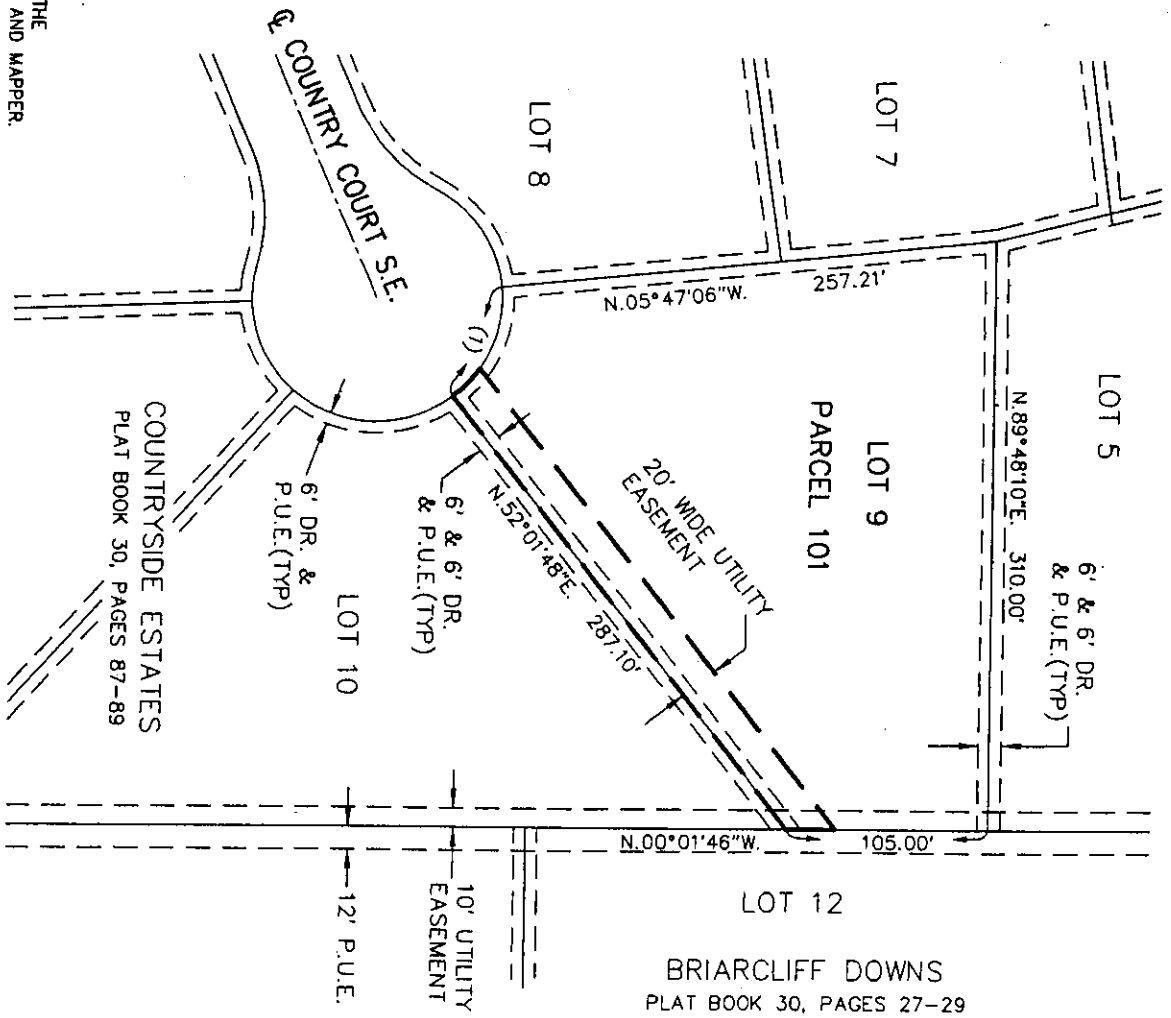
INK ENGINEERING, A DIVISION OF LBFH, INC.
BPR & FBPE LICENSE NO. 959



GLENN C. ADAMS
PROFESSIONAL LAND SURVEYOR
FL. CERTIFICATE NO. 6062

LEGEND	
DR.	DRAINAGE
P.U.E.	PUBLIC UTILITY EASEMENT
(TYP)	TYPICAL

CURVE NUMBER 1
 RADIUS = 65.00'
 CENTRAL ANGLE = 57°48'54"
 ARC = 65.59'
 CHORD = 62.84'
 CHORD BEARING = N.66°52'39"W.



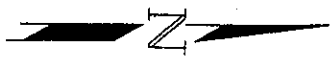
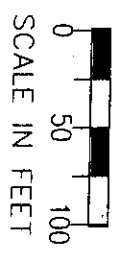
REFER TO ATTACHED DESCRIPTION (SHEET 1 OF 2)
 THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.
 BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTHEAST BOUNDARY LINE OF LOT 9, COUNTRYSIDE ESTATES, PLAT BOOK 30, PAGES 87-89 BEING THE PLAT BEARING OF N.52°01'48"E.

SKETCH (NOT A SURVEY)

A 20' WIDE UTILITY EASEMENT
 LYING IN LOT 9 OF "COUNTRYSIDE ESTATES"
 PLAT BOOK 30, PAGES 87-89
 SECTION 32, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

DATE	2/18/03
SCALE	1"=100'
DRAWN	G.C.A.
CHECK	
APPROVED	

SHEET 2 OF 2



Page 2 of 2

Exhibit "A"

[Handwritten Signature]

GLENN C. ADAMS, FOR THE FIRM
 PROFESSIONAL LAND SURVEYOR
 FLA. CERTIFICATE NO. 8062

Ink Engineering
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 SURVEYORS & MAPPERS
 "Partners For Results."
 Value By Design™
 1400 Colonial Blvd., Suite 31, Fort Myers, Florida 33907
 (941) 931-0455 Fax: (941) 931-0456
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 www.lbrh.com

EXHIBIT "B"

Lot 9, Countryside Estates, according to the Plat thereof, as recorded in Plat Book 30,
at Page 89, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 22389

Date: July 30, 2003

Parcel: 103

Project: Triple Crown Court MSBU,

Project #7154

To: Michael J. O'Hare, SR/WA

Property Acquisition Agent

From: Kenneth Pitt 

Real Estate Title Examiner

STRAP: 32-45-25-01-00000.0110

Effective Date: JULY 9, 2003, at 5:00 p.m.

Subject Property: Lot 11, Briarcliff Downs, a subdivision according to the plat or map thereof as recorded in Plat Book 30 at pages 27 through 29, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Charles R. Perleberg and Laura R. Golden, husband and wife

by that certain instrument dated August 8, 1996, recorded August 9, 1996, in Official Record Book 2734, Page 2995, Public Records of Lee County, Florida.

Easements:

1. The owners of this plat do hereby dedicate easements along each boundary of each lot for county drainage purposes and public utilities. Said easements to be 60 feet each side of said boundary, unless otherwise shown.
2. Easement of ingress and egress recorded in Official Record Book 1149, Page 1687, Public Records of Lee County, Florida.
3. Declaration of Restrictions and Reservations recorded in Official Record Book 1169, Page 1354, Public Records of Lee County, Florida.
4. Easement for bridle paths recorded in Official Record Book 1978, Page 1088, Public Records of Lee County, Florida.

NOTE: The subject property is not encumbered by a mortgage.

Tax Status: Total amount due as of February 7, 2003 is \$2,251.22

(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.