

1. ACTION REQUESTED/PURPOSE:

Approve and execute a public waterline utility easement to Greater Pine Island Water Association, Inc., for the Pine Island Waste Water Treatment Plant Project. Authorize Division of County Lands to handle all documentation necessary to complete the transaction.

2. WHAT ACTION ACCOMPLISHES:

Provides an easement for water service to the Pine Island Waste Water Treatment Plant.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

CLA

5. Meeting Date:

04-11-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute FS 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department _____ Independent
 Division _____ County Lands
 By: Karen L.W. Forsyth, Director *[Signature]*

9. Background:

The Division of County Lands received a request from Lee County Utilities for execution and recording of an easement in favor of Greater Pine Island Water Association, Inc., across a portion of the Pine Island Waste Water Treatment Plant site, identified as STRAP No. 14-45-22-00-00002.0020. The proposed ten-foot wide easement will allow installation, operation, maintenance and repair of a public waterline and related improvements in providing service to the Plant site.

Cost to record the easement plus documentary stamps will be approximately \$50.

The Account number is OD5360748700.504930.

Attachments: Original Easement, legal description of proposed easement area, sketch of proposed easement area.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i> 3/28/06 I Velez		<i>[Signature]</i> 3/28/06	<i>[Signature]</i> 3/29/06	<i>[Signature]</i> 3/29/06	<i>[Signature]</i> 3/29/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 3/28/06
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 3/28/06
 2:36

Rec. by CoAtty
 Date: _____
 Time: _____
 Forwarded To:
 Co. Admin
 3/28/06

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398

STRAP No.: 14-45-22-00-00002.0020

GRANT OF PERPETUAL NON-EXCLUSIVE PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantor", and, **GREATER PINE ISLAND WATER ASSOCIATION, INC.**, a non-profit corporation existing under the laws of the State of Florida, whose address is 5281 Pine Island Road, Bokeelia, FL 33922, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of (Ten) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual non-exclusive public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public potable water systems, with all appurtenances thereto, to be located under through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public non-exclusive waterline utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public potable water service to this and any adjacent properties.

4. Title to any waterline facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Subject to any 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.

6. 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 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.

7. Grantee is hereby granted as a reasonable right of access will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in (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 will be restored by the Grantee or the particular utility providing services to the condition in which it existed prior to the damage to the extent 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 the Postal Service operations, or the construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage.

8. The easement is strictly for potable waterline purposes. If Grantee fails to utilize the granted easement 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.

9. THIS EASEMENT AGREEMENT will be binding upon the parties hereto, their successors and assigns.

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

ATTEST: CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, by its
Board of County Commissioners

By: _____
DEPUTY CLERK

By: _____
CHAIRWOMAN OR VICE CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

OFFICE OF THE COUNTY ATTORNEY

Exhibit "A"

A. J. WATSON



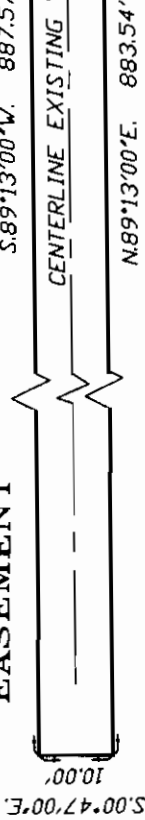
P.O. BOX 433 ON 3103 STINGRAY ROAD
ST. JAMES CITY, FLORIDA 32458
PHONE (386) 383-1515
FAX (386) 383-1518

SURVEYING, INC.

SPECIFIC PURPOSE SKETCH DELINEATING AND DESCRIBING A TEN FOOT (10') WATER MAIN EASEMENT OVER AND ACROSS A PORTION OF LOT 2, MASTERS LANDING (UNRECORDED) LYING IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.

10' WATER MAIN 60' ACCESS EASEMENT
S.89°13'00"W. 887.57'

CENTERLINE EXISTING WATER MAIN



DESCRIPTION OF A TEN FOOT (10.00') WATER MAIN EASEMENT RUNNING THROUGH LOT 2, MASTERS LANDING AN UNRECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 659.63 FEET OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 SOUTH, RANGE 22 EAST AND THE WEST LINE OF THE EAST 1/2 OF SAID WEST 1/2 OF SAID SECTION 14, BEING THE SOUTHEAST CORNER OF SAID LOT 2, MASTERS LANDING (UNRECORDED); THENCE RUN N 00°00'50" E ALONG THE SAID WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 AND THE EAST LINE OF SAID LOT 2 FOR 18.86 FEET TO THE POINT OF BEGINNING OF A TEN FOOT WATER MAIN EASEMENT; THENCE CONTINUE N 00°00'50" E ALONG SAID EAST LINE LOT 2 FOR 13.71 FEET; THENCE RUNNING THROUGH SAID LOT 2 THE FOLLOWING COURSES: N 46°48'05" W FOR 17.90 FEET, S 89°13'00" W FOR 887.57 FEET, S 00°47'00" FOR 10.00 FEET, S 89°13'00" W FOR 883.54 FEET AND S 46°48'05" E FOR 23.25 FEET TO THE POINT OF BEGINNING.

⊙ = POINT OF BEGINNING.

THIS IS NOT A BOUNDARY SURVEY

This survey is in compliance with the minimum technical standards as set forth in Chapter 61G17-6, Florida Administrative Code. This Survey Map is not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

FOR: BENDT

JOB # 01-0071 F. B. FILE

STRAP #

SKETCH OF SURVEY

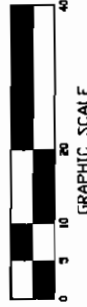
SCALE 1" = 20'

DATE: FEBRUARY 6, 2006

DATE:

DATE:

ALFRED J. WATSON
PROFESSIONAL SURVEYOR-AMB-MAPPER
#2330 - STATE OF FLORIDA



NOT SUBDIVIDED

SOUTHEAST CORNER OF
LOT 2, MASTERS LANDINGS
POINT OF COMMENCEMENT

SOUTH LINE OF THE NORTH
659.63 FT. OF THE N.W. 1/4
OF SECTION 14-45-22

LOT 2
MASTERS LANDING

N.89°13'00"E. 883.54'

S.46°48'05"E.
23.25'

13.71'

N.00°00'50"E.
18.86'

N.46°48'05"
17.90'

WESTERLY LINE OF
EAST 1/2, WEST 1/2
SECTION 14-45-22

30' ACCESS
EASEMENT

LOT 3
LOT 4
MASTERS LANDING