

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

**Blue Sheet No. 20030879**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** : (1) Accept Perpetual Public Utility Easement Grant on Parcel 103 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

*CLG*

**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:** Charles R. Perleberg and Laura R. Golden, Husband and Wife

STRAP No. : 32-45-25-01-00000.0010

**Purchase Details:**

Purchase Price: None – easement being donated

Costs to Close: Approximately \$600

**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>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA <i>[Signature]</i> 7/31/03	OM <i>[Signature]</i> 7/31/03	Risk <i>[Signature]</i> 8/31/03	GC <i>[Signature]</i> 7/31	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
BY CO. ATTY  
*7/31/03*  
7:40 pm  
CO. ATTY.  
FORWARDED TO:  
*County Manager*  
7/31/03

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



This Instrument Prepared By:  
Lee County Utilities  
1500 Monroe Street - 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

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

Parcel: 103  
Project: Triple Crown Court,  
MSBU, Project No. 7154  
STRAP: 32-45-25-01-00000.0010

### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this 25 day of February, 2003, by and between **Charles R. Perleberg and Laura R. Golden, husband and wife**, Owners, whose address is 15991 Triple Crown 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 PO 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, fire hydrants, and appurtenances, 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 (except underground electric lines for invisible fence) 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 appurtenant facilities and for any landscaping, trees (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 in 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 Briarcliff Downs as recorded in Plat Book 30, at Pages 27 through 29, Public Records of Lee County Florida, and for public utilities, highways or roads, ingress and egress, bridle paths, 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, 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 waterline 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.

Perpetual Public Utility Easement Grant  
Parcel 103  
Project Triple Crown Court, MSBU, #7154  
Page 3 of 4

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:

Vicki S. Neve  
1<sup>st</sup> WITNESS Signature

Charles R. Perleberg  
Charles R. Perleberg, Grantor

Vicki S. Neve  
Printed Name of 1<sup>st</sup> Witness

Barbara Neuman  
2<sup>nd</sup> WITNESS Signature

Barbara Neuman  
Printed Name of 2<sup>nd</sup> Witness

Louise E. Knox  
1<sup>st</sup> WITNESS Signature

Laura R. Golden  
Laura R. Golden, Grantor

Louise E. Knox  
Printed Name of 1<sup>st</sup> Witness

Jennifer Risolvato  
2<sup>nd</sup> WITNESS Signature

Jennifer Risolvato  
Printed Name of 2<sup>nd</sup> Witness

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 25 day of February 2003, by Charles R. Perleberg, who is personally known to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

April A. Iacofano  
Signature of Notary Public

SEAL



April A. Iacofano  
MY COMMISSION # DD162379 EXPIRES  
January 19, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

April A. Iacofano  
MY COMMISSION # DD162379 EXPIRES  
January 19, 2007  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Perpetual Public Utility Easement Grant  
Parcel 103  
Project Triple Crown Court, MSBU, #7154  
Page 4 of 4

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February  
2003 by **Laura R. Golden**, who is personally known to me or has produced  
personally known as identification.  
(type of identification)

Judith A. Nelson  
Signature of Notary Public

SEAL



Judith A. Nelson  
MY COMMISSION # CC982329 EXPIRES  
December 9, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Judith A. Nelson  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

# Ink Engineering

A Division of  
**LBFH, Inc.**

CIVIL  
AGRICULTURAL  
WATER RESOURCES  
WATER & WASTEWATER  
TRANSPORTATION  
SURVEYING & MAPPING.  
GIS

"Partners for Results  
Value by Design"

1400 Colonial Blvd., Suite 31  
Fort Myers, FL 33907  
(239) 931-0455  
Fax: (239) 931-0456  
www.lbfh.com

## Exhibit "A"

FEBRUARY 18, 2003  
JOB NO. 00-7022  
FILE NO. 00-7022SKT103.doc

Page 1 of 2 SHEET 1 OF 2

PARCEL 103

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 11, BRIARCLIFF DOWNS, AS RECORDED IN PLAT BOOK 30, PAGES 27-29 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20 FEET OF SAID LOT 11 LYING CONTIGUOUS TO AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 11 WHICH HAS A PLAT BEARING OF N.89°48'10"E. THE FULL WIDTH OF SAID 20 FEET WIDE EASEMENT BEING EXTENDED TO THE WEST LINE OF SAID LOT 11 AND THE RIGHT OF WAY OF TRIPLE CROWN COURT S.E.

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

BEARINGS MENTIONED ABOVE ARE BASED UPON THE NORTH BOUNDARY LINE OF SAID LOT 11 BEING THE PLAT BEARING OF N.89°48'10"E.

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

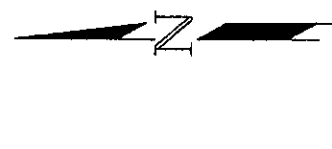
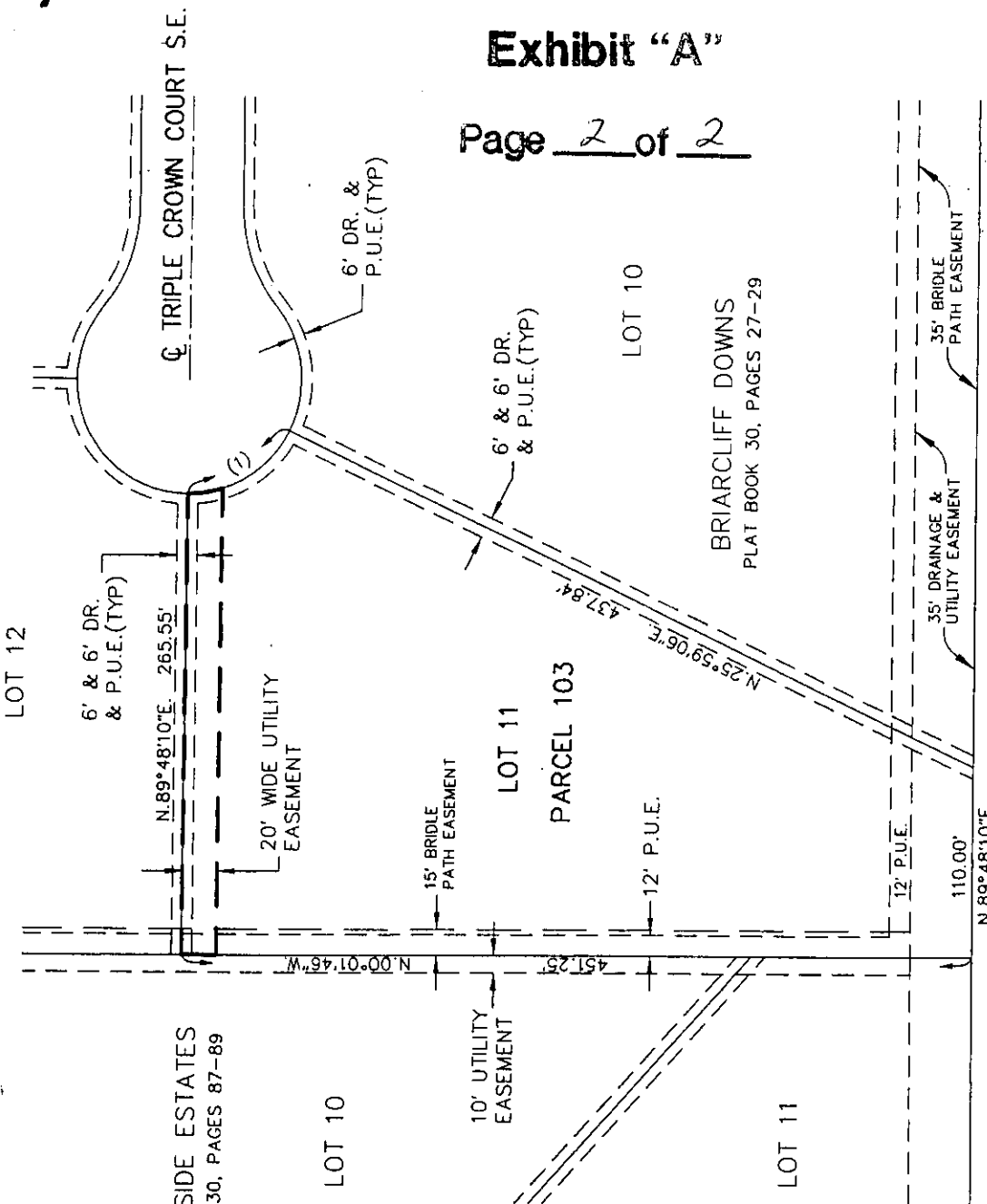
INK ENGINEERING, A DIVISION OF LBFH, INC.  
BPR & FBPE LICENSE NO. 959



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

# Exhibit "A"

Page 2 of 2



SCALE IN FEET

CURVE NUMBER 1  
 RADIUS = 65.00'  
 CENTRAL ANGLE = 63°49'04"  
 ARC = 72.40'  
 CHORD = 68.71'  
 CHORD BEARING = N.32°06'22"W.

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

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 NORTH BOUNDARY LINE OF LOT 11, BRIARCLIFF DOWNS, PLAT BOOK 30, PAGES 27-29 BEING THE PLAT BEARING OF N.89°48'10"E.

## SKETCH (NOT A SURVEY)

A 20' WIDE UTILITY EASEMENT  
 LYING IN LOT 11 OF "BRIARCLIFF DOWNS"  
 PLAT BOOK 30, PAGE 27-29  
 SECTION 32, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

*[Signature]*  
 GLENN C. ADAMS, FOR THE FIRM  
 PROFESSIONAL LAND SURVEYOR  
 FLA. CERTIFICATE NO. 6062

00-7022 SK1103.DWG  
 JOB NO.: 00-7022

**Ink Engineering**  
 CONSULTING CIVIL ENGINEERS,  
 SURVEYORS & MAPPERS  
 "Partners For Results,  
 Value By Design."  
 A Division of LBFH, Inc.  
 1400 Colonial Blvd., Suite 31, Fort Myers, Florida 33907  
 (941) 931-0455 Fax: (941) 931-0456  
 BPR & FBPE License No: 959 www.lbfh.com

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

SHEET 2 OF 2

BRIARCLIFF DOWNS  
 PLAT BOOK 30, PAGES 27-29

LOT 12

6' & 6' DR.  
 & P.U.E.(TYP)

N.89°48'10"E. 265.55'

20' WIDE UTILITY  
 EASEMENT

LOT 10

COUNTRYSIDE ESTATES  
 PLAT BOOK 30, PAGES 87-89

LOT 11

10' UTILITY  
 EASEMENT

15' BRIDLE  
 PATH EASEMENT

PARCEL 103

LOT 10

N.25°59'06"E. 437.84'

12' P.U.E.

LOT 11

12' P.U.E.

110.00'

35' DRAINAGE &  
 UTILITY EASEMENT

35' BRIDLE  
 PATH EASEMENT



**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 22387

Date: July 30, 2003

Parcel: 101

Project: Triple Crown Court MSBU,  
Project 7154

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

From: Shelia A. Bedwell, CLS *KMP*  
Property Acquisition Assistant

STRAP: 32-45-25-02-00000.0090

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

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

Title to the subject property is vested in the following:

**Bertis F. Hamilton and Alicia J. Hamilton, husband and wife**

by that certain instrument dated February 25, 1985, recorded March 4, 1985, in Official Record Book 1771, Page 146, Public Records of Lee County, Florida.

**Easements:**

1. Six foot easement for county drainage purposes and public utilities along each boundary, as recited on recorded plat of the subdivision.
2. Six foot utility easement along the Northerly boundary, as shown on recorded plat of the subdivision.
3. Ten foot utility easement along the easterly boundary, as shown on recorded plat of the subdivision.

NOTE (1): Declaration of Restrictions and Reservations for Countryside Estates recorded in Official Record Book 1222, Page 518, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Bertis F. Hamilton and Alicia J. Hamilton, husband and wife in favor of First Federal Savings and Loan Association of Fort Myers, dated November 30, 1992, recorded November 30, 1992, in Official Record Book 2344, Page 69, Public Records of Lee County, Florida.

## Division of County Lands

## Updated Ownership and Easement Search

Search No. 22387

Date: July 30, 2003

Parcel: 101

Project: Triple Crown Court MSBU,

Project 7154

NOTE (3): Mortgage executed by Bertis F. Hamilton and Alicia J. Hamilton, husband and wife in favor of Sun Bank Southwest Florida, dated January 4, 1995, recorded February 9, 1995, in Official Record Book 2574, Page 1833, Public Records of Lee County, Florida.

NOTE (4): Judgment against Alicia L. Hamilton recorded April 3, 2000, in Official Record Book 3238, Page 3214, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(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.**