

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

Blue Sheet No. 20031379

1. REQUESTED MOTION:

ACTION REQUESTED: Accept utility easement grant from GEC MLK, LLC. for the Hough Street warehouse. Authorize payment of recording fees and Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all Real Estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: This will provide an easement for water and sewer service.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 2 *C6A* **3. MEETING DATE:** *12-02-2003*

4. AGENDA:		5. REQUIREMENT/PURPOSE: (Specify)		6. REQUESTOR OF INFORMATION:	
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	F.S.125	A. COMMISSIONER		
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE		B. DEPARTMENT Independent		
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE		C. DIVISION County Lands <i>for</i>		
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER		BY: <u>Karen L. W. Forsyth, Director</u> <i>KW</i>		
<input type="checkbox"/> WALK ON					
TIME REQUIRED:					

7. BACKGROUND:

Negotiated for: Lee County Facilities Management Department

Interest to Acquire: Grant of Perpetual Utility Easement

Property Details: Owner: GEC MLK, LLC., a Florida limited liability company
Address: 2760 N. University Drive, Davie, Florida 33024

Purchase Details: The owner has agreed to donate the necessary easement to Lee County. The recording fees for this acquisition are estimated at \$25.

Staff Recommendation: Staff recommends Board approve requested motion.

Account: QC5121200100

Attachments: Copy of Grant of Perpetual Utility Easement
Title Information
Location Map

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other Fac. Mgmt.	E County Attorney	F Budget Services <i>11/20/03</i>			G County Manager
<i>K. Forsyth</i>			<i>if redone for schedule</i>		OA <i>11/19/03</i>	OM <i>11/20/03</i>	Risk <i>11/18/03</i>	GC <i>11/19/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/18/03*
Time: *8:30 AM*
Forwarded To:
11/19/03 11:40

APPROVED BY
COUNTY ADMIN: *ew*
11/19/03
11:40AM SLT
COUNTY ADMIN
FORWARDED TO: *BH*
11/20/03

This Instrument Prepared by:

County Lands Division
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: Hough St. Warehouse/8607
STRAP No.: 13-44-24-P3-02504.0110

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

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between GEC MLK, LLC. a Florida limited liability company, Owner, whose address is 2760 N. University Drive, Davie, Florida 33024 hereinafter GRANTOR, and Lee County, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 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 public utility 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 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 facilities.

Grant of Perpetual Utility Easement

Project: Hough St. Warehouse/8607

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3. The facilities located within the public utility easement will 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 to be reserved for utility lines, mains, or facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed in this easement, at any time, present or future, by **GRANTOR**, or its heirs, successors or assigns.

4. Title to the utilities constructed hereunder will remain in the **GRANTEE**, **GRANTEE'S** successors, appointees and/or assigns.

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, **GRANTORS** 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 property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, **GRANTORS** will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. **GRANTOR**, its heirs, successors or assigns, will indemnify and hold the **GRANTEE** harmless for any direct damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by **GRANTOR** 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 have a 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

Grant of Perpetual Utility Easement

Project: Hough St. Warehouse/8607

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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 above-described easement will be restored by the County, to the condition in which it existed prior to the damage.

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

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

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

COPY

GRANTOR:

GEC MLK, LLC., a Florida limited liability company

By: *[Signature]*

Hector R. Vinias, President
(Print Name and Title)

[Signature]
1st WITNESS Signature

Michael Stern
Printed name of 1st Witness

[Signature]
2nd WITNESS Signature

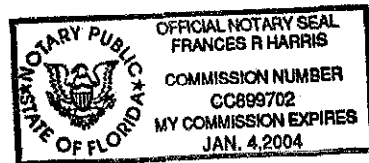
Alex Lucas
Printed name of 2nd Witness

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 12th
day of November, 2003, by Hector R. Vinas
(name of officer or agent, title of
President of GEC MLK, LLC., a Florida limited liability
, a officer or agent)
company, on behalf of the company. He is personally known to me or has
produced personally as identification.
(type of identification)

Frances R. Harris
(Signature of Notary Public)

Frances R. Harris
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)



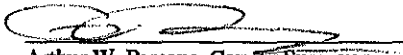
DESCRIPTION

OF

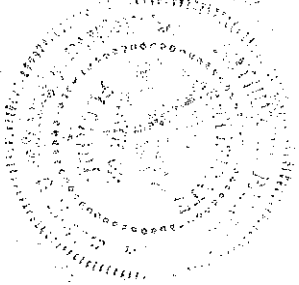
A 5.0 foot wide parcel of land lying in of Lot 11, Block 4, WH. H. Towles Addition to the Town of Fort Myers, being part of the Southwest (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 44 South, Range 24 East, Lee County, Florida, said 5.0 foot wide parcel being described as:

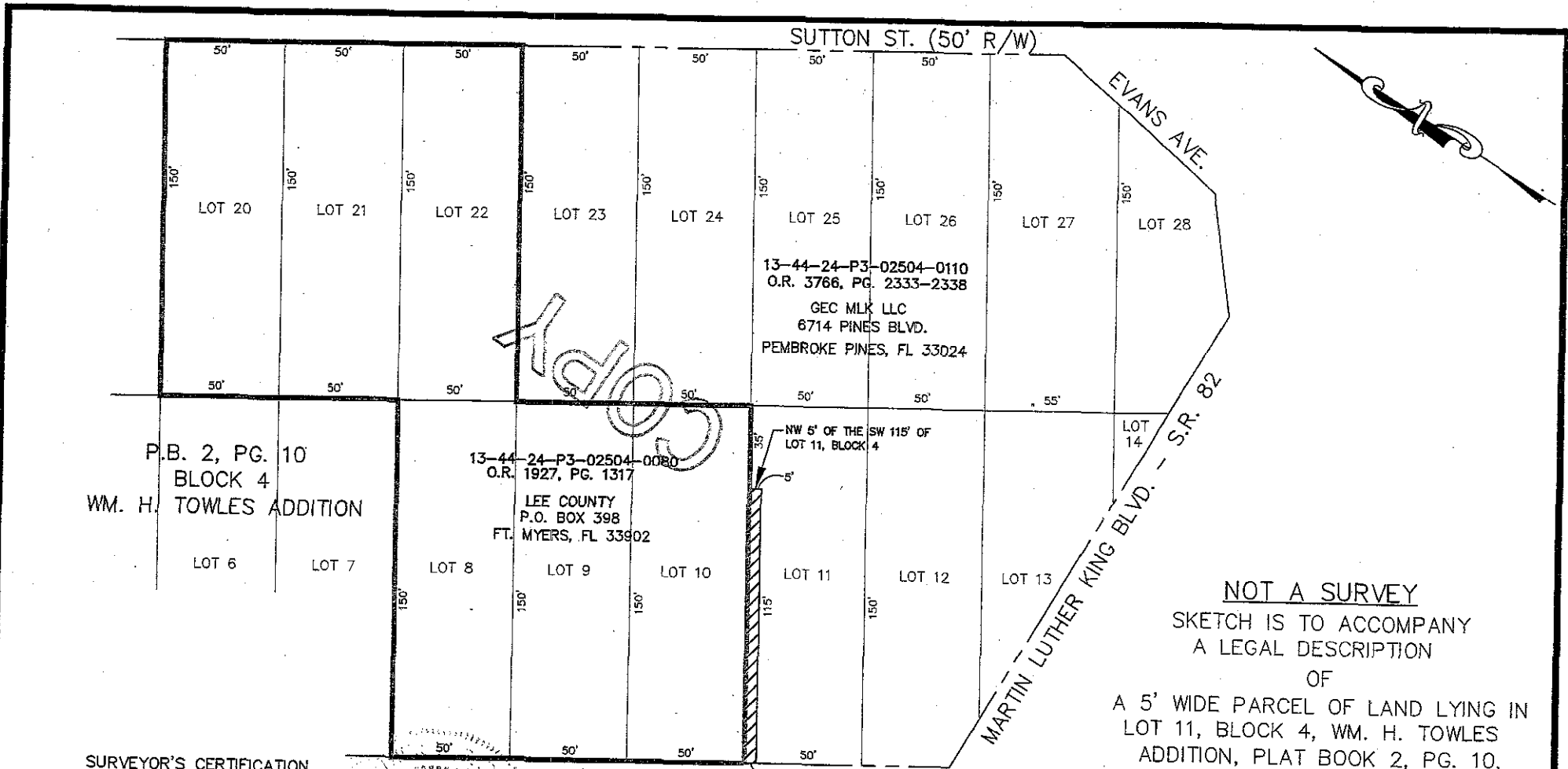
The northwesterly 5.0 feet of the southwesterly 115.0 feet of Lot 11, Block 4, WH. H. Towles Addition to the Town of Fort Myers, being part of the Southwest (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 44 South, Range 24 East, Lee County, Florida, said parcel being parallel to and abutting the common boundary line of Lots 10 and 11 of aforesaid WH. H. Towles Addition to the Town of Fort Myers, as recorded in Plat Book 2, Page 10 in the Public Records of Lee County Florida.

COPY



Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. LS-2987





13-44-24-P3-02504-0110
 O.R. 3766, PG. 2333-2338
 GEC MLK LLC
 6714 PINES BLVD.
 PEMBROKE PINES, FL 33024

13-44-24-P3-02504-0080
 O.R. 1927, PG. 1317

LEE COUNTY
 P.O. BOX 398
 FT. MYERS, FL 33902

P.B. 2, PG. 10
 BLOCK 4
 WM. H. TOWLES ADDITION

NOT A SURVEY
 SKETCH IS TO ACCOMPANY
 A LEGAL DESCRIPTION
 OF
 A 5' WIDE PARCEL OF LAND LYING IN
 LOT 11, BLOCK 4, WM. H. TOWLES
 ADDITION, PLAT BOOK 2, PG. 10,
 SECTION 13, TOWNSHIP 44 S.,
 RANGE 24 E., LEE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

DATE: 10/03

Arthur W. Parsons, County Surveyor
 Professional Surveyor & Mapper
 Florida Certificate No. LS-2987

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

			SHEET NO.
Designed by: A.W.P.	Date: 10/03	Disk 20003	2 of 2
Drawn by: DOK	Date: 10/03	Scale: 1"=50'	
Chk'd: A.W.P.	Date: 10/03	030612701	

Division of County Lands

Ownership and Easement Search

Search No. 13-44-24-P3-02504.0110

Date: September 9, 2003

Parcel:

Project: Hough Street Warehouse Project
#8607

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 13-44-24-P3-02504.0110

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

Subject Property: See attached Schedule "A"

Title to the subject property is vested in the following:

GEC MLK, LLC (a Florida Limited Liability Company)

By that certain instrument dated September 26, 2002, recorded November 4, 2002, in Official Record Book 3766, Page 2327 and that certain instrument dated September 26, 2002, recorded November 4, 2002 in Official Record Book 3766, Page 2333 and by that certain instrument dated September 26, 2002, recorded November 4, 2002 in Official Record Book 3766, Page 2339, Public Records of Lee County, Florida.

Easements:

1. None found of record.

NOTE(1): Subject property is not encumbered by a mortgage.

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: \$259.25 paid on December 30, 2002 for tax year 2002.
(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.

Schedule A

Lots 11, 12, 13, 14, 23, 24, 25, 26, 27, 28 & 29 in Block 4, WM.H. Towles Addition, Recorded in Plat Book 2 Page 10, Public Records of Lee County, Florida.

Less and Except: That portion of the above described property granted to the State of Florida Department of Transportation by a Stipulated Order Of Taking by the Circuit Court of Florida in and for the County of Lee, dated 11/2/1992, recorded 11/3/1992 in, Official Record Book 2338 Page 2377

