

1. **ACTION REQUESTED/PURPOSE:** Approve and execute a utility easement to Peoples Gas System for the Justice Center. Authorize Division of County Lands to handle all documentation necessary to complete the transaction.

2. **WHAT ACTION ACCOMPLISHES:** Provides an easement for natural gas service to the Justice Center.

3. **MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

4. Departmental Category: 6

CLR

5. Meeting Date: *06-28-2005*

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute F.S. 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent *ACE*
 Division County Lands
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

The Division of County Lands received a request from Construction & Design for execution and recording of an easement in favor of Peoples Gas System across a portion of the Justice Center property, identified as STRAP Numbers 13-44-24-P4-00410.0010 & ~.0020.

The proposed ten-foot wide easement will allow construction, operation and maintenance of natural gas facilities and appurtenant equipment in providing service to the Justice Center facility.

Cost to record the easement plus documentary stamps will be approximately \$75.

Staff Recommendation: Staff recommends the Board approve the action requested.

Attachments: Copy of Easement, sketch of proposed easement area, legal description of proposed easement area, property location map.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KLF</i>				<i>AT</i>	Analyst	Risk	Grants	Mgr.	<i>J. Anderson</i>
					<i>How</i>	<i>6/15/05</i>	<i>6/15/05</i>	<i>6/15/05</i>	<i>6-15-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *6/15/05*
 Time: *4:50*
 Forwarded To: _____
6/15/05

RECEIVED BY
 COUNTY ADMIN: *W*
6-16-05
10:50
 COUNTY ADMIN
 FORWARDED TO: _____
6/16/05
2:30 PM

Sec. 13, Twp. 44S, Rge. 24E
Parcel I.D. 13-44-24-P4-00410.0020
and 13-44-24-P4-00410.0010
(Maintained By County Appraiser)

This Instrument Prepared By and return to:
Lee County/County Lands Division
P.O. Box 398
Fort Myers, FL 33902-0398

EASEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, (Grantee)**, its licensees, agents, successors, and assigns, an easement forever for the installation, maintenance and repair of natural gas facilities. The width of the easement shall be a minimum of ten (10) feet encompassing the facilities installed. The approximate location of the easement are as shown on the drawing attached hereto as:

A PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, easement more particularly described on Exhibit A and Exhibit B attached hereto and made a part hereof. Said easement prepared by BSI & Associates, dated March 3, 2005. .

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the natural gas facilities; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, will indemnify **Lee County, a political subdivision of the State of Florida, (Grantor)**, against any liability resulting from the permitted uses in this easement. Any damage to the Grantor's property or improvements thereon as the result of **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, its licensees, agents, successors, and assigns will be restored by **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY** to the condition in which it existed before the damage.

1. Use: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.
2. Reservation of Rights: The Grantor, however, reserves the right and privilege to use the Easement in common with the Grantee for all purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.
3. Indemnification and Repair by Grantee. Grantee hereby agrees that it will indemnify and hold harmless Grantor from any claim brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligence of Grantee in connection with gas facilities to be installed and maintained in the Easement granted hereunder. Grantee shall promptly repair any damage to the Easement, or any other property not owned by Grantee, caused by Grantee exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee cause damage to the Easement in the exercise of the privilege granted herein, Grantee agrees to restore the Easement parcel so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility easement parcel provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S. , 556), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member

operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Grantee's Facilities.

4. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included abinitio.
5. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____
_____, 20 ____.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Chairman

APPROVED AS TO LEGAL FORM:

BY _____
Office of County Attorney

EXHIBIT "A"

Easement Description:

(See Attached Legal Description – Page 2 of 2)

EXHIBIT "B"

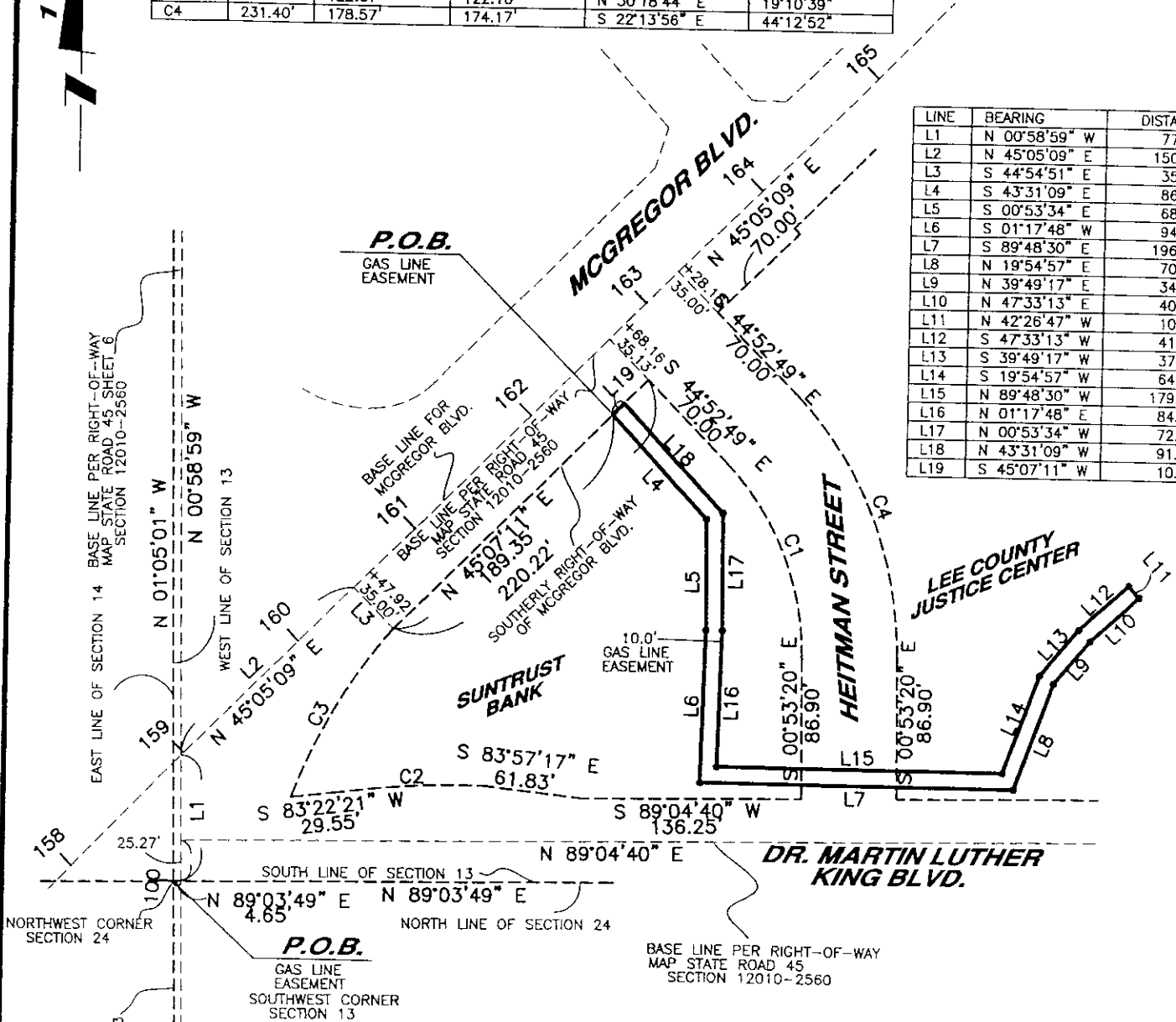
(See attached drawing showing location of easement and/or facilities on Site Plan – Page 1 of 2)

SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

1"=100'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	171.40'	132.27'	129.01'	S 22°13'56" E	44°12'52"
C2	517.50'	90.46'	90.34'	N 86°18'58" E	10°00'54"
C3	366.50'	122.67'	122.10'	N 30°18'44" E	19°10'39"
C4	231.40'	178.57'	174.17'	S 22°13'56" E	44°12'52"

LINE	BEARING	DISTANCE
L1	N 00°58'59" W	77.57'
L2	N 45°05'09" E	150.18'
L3	S 44°54'51" E	35.00'
L4	S 43°31'09" E	86.94'
L5	S 00°53'34" E	68.11'
L6	S 01°17'48" W	94.17'
L7	S 89°48'30" E	196.34'
L8	N 19°54'57" E	70.06'
L9	N 39°49'17" E	34.79'
L10	N 47°33'13" E	40.48'
L11	N 42°26'47" W	10.00'
L12	S 47°33'13" W	41.15'
L13	S 39°49'17" W	37.22'
L14	S 19°54'57" W	64.78'
L15	N 89°48'30" W	179.11'
L16	N 01°17'48" E	84.16'
L17	N 00°53'34" W	72.20'
L18	N 43°31'09" W	91.07'
L19	S 45°07'11" W	10.00'



SURVEYOR'S NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.
- 2) BEARINGS REFERENCED TO THE BASE LINE PER RIGHT-OF-WAY MAP STATE ROAD 45 OF LEE COUNTY, SHEET 6, SECTION 12010-2560, AS BEING NORTH 45°05'09" EAST.
- 3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Alex B. Thompson Jr., (P.L.S.)
State of Florida No. 5318
Registered Land Surveyor and Mapper

Date Signed: 3-3-05

PAGE 1 OF 2
LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

SCALE: 1"= 100
DRAWN BY: SLB
DWG. No. 01805.DWG
PROJ. No. 715-018-05

GAS LINE EASEMENT
LEE COUNTY, FLORIDA



BSI & ASSOCIATES
LB No. 7078
1628 DALE HARRY HIGHWAY SUITE 106
LUTZ, FLORIDA 33548
PH. (813) 948-6020
PROFESSIONAL LAND SURVEYING SERVICES

SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION: (GAS LINE EASEMENT)

A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 13 NORTH 89°03'49" EAST, 4.65 FEET TO A POINT ON THE BASE LINE (PER THE RIGHT-OF-WAY MAP, STATE ROAD 45, SECTION 12010-2560); THENCE ALONG SAID LINE NORTH 00°58'59" WEST, 77.57 FEET; THENCE ALONG BASELINE FOR MCGREGOR BOULEVARD NORTH 45°05'09" EAST, 150.18 FEET; THENCE DEPARTING SAID BASELINE SOUTH 44°54'51" EAST, 35.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MCGREGOR BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 45°07'11" EAST, 189.35 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GAS LINE EASEMENT; THENCE SOUTH 43°31'09" EAST, 86.94 FEET; THENCE SOUTH 00°53'34" EAST, 68.11 FEET; THENCE SOUTH 01°17'48" WEST, 94.17 FEET; THENCE SOUTH 89°48'30" EAST, 196.34 FEET; THENCE NORTH 19°54'57" EAST, 70.06 FEET; THENCE NORTH 39°49'17" EAST, 34.79 FEET; THENCE NORTH 47°33'13" EAST, 40.48 FEET; THENCE NORTH 42°26'47" WEST, 10.00 FEET; THENCE SOUTH 47°33'13" WEST, 41.15 FEET; THENCE SOUTH 39°49'17" WEST, 37.22 FEET; THENCE SOUTH 19°54'57" WEST, 64.78 FEET; THENCE NORTH 89°48'30" WEST, 179.11 FEET; THENCE NORTH 01°17'48" EAST, 84.16 FEET; THENCE NORTH 00°53'34" WEST, 72.20 FEET; THENCE NORTH 43°31'09" WEST, 91.07 FEET; THENCE SOUTH 45°07'11" WEST, 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 5,802.9 SQUARE FEET, MORE OR LESS.

PAGE 2 OF 2
LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

SCALE: N.T.S.
DRAWN BY: SLB
DWG. No. 01805.DWG
PROJ. No. 715-018-05

GAS LINE EASMEENT
LEE COUNTY, FLORIDA



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Lee County Justice Center

