

1. ACTION REQUESTED/PURPOSE:

Approve and execute a utility easement to Lee County Electric Cooperative, Inc., for the Lee County DOT Depot 1 LCEC Easement Project No. 8721. Authorize Division of County Lands to handle all documentation necessary to complete the transaction.

2. WHAT ACTION ACCOMPLISHES:

Provides an easement for electric service to the Lee County DOT Depot 1.

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

4. Departmental Category: 6		C6Q		5. Meeting Date: 10-11-2005	
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	FS 125		Commissioner	_____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	_____		Department	Independent RC
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	_____		Division	County Lands
<input type="checkbox"/> Public	<input type="checkbox"/> Other	_____		By:	Karen L.W. Forsyth, Director KLF
<input type="checkbox"/> Walk-On					

9. Background:

The Division of County Lands received a request from Construction and Design for execution and recording of an easement in favor of Lee County Electric Cooperative, Inc., across a portion of the Lee County DOT Depot 1 site, identified as STRAP No. 02-44-24-04-00025.00B0. The proposed ten-foot wide easement will allow construction, operation and maintenance of overhead and underground electric utility facilities including wires, poles, guys, cables, conduits and appurtenant equipment in providing service to the Depot 1 site.

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

The CIP number is 208721.

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

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
K. Forsyth			PAO GID	Lawrence	Analyst 9/29/05	Risk 9/29/05	Grants 9/29/05	Mgr. 9/29/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
9-28-05
4:55
COUNTY ADMIN FORWARDED TO: **ML**
9/29/05 3:00 PM

CO. ATTY. FORWARDED TO:
ADMIN

This document prepared by:
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Lee County DOT Depot 1 LCEC Easement Project No. 8721

Portion of STRAP No. 02-44-24-04-00025.00B0
Section 02, Township 44 S, Range 24 E, Lee County, Florida

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Lee County, a political subdivision of the State of Florida as Grantor, whose address is P.O. Box 398, Fort Myers, FL 33902, in consideration of the sum of one dollar and other valuable considerations, a receipt of which is hereby acknowledged, does hereby grant to Lee County Electric Cooperative, Inc. a Florida corporation, whose post office address is Post Office Box 3455, North Fort Myers, Florida, 33918, and to its successors and assigns (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Agreement or a portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), a perpetual easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys, and roads, trails, and equipment associated therewith, attachments and appurtenant equipment for fiber optic telecommunications and television purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of Lee and State of Florida and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

The foregoing easement shall be a strip of land ten (10) feet in width, the centerline of which shall be a line drawn between poles or along a buried cable, together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove, or relocate such facilities or any part of them upon, across, over, or under the right-of-way described above with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation, and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above-ground markers and other suitable markers, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors, or assigns, and no building, well, irrigation system, drainage system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon, or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement
this ____ day of _____ 20____ .

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

Description of a Parcel of Land
Lying in
Section 2, Township 44 South, Range 24 East
Lee County, Florida
(10' Lee County Electric Cooperative Easement)

A parcel of land situated in the State of Florida, County of Lee, Section 2, Township 44 South, Range 24 East, being a part of Lot 25, Marianna Heights, a subdivision recorded in Plat Book 8, Page 73, Public Records of Lee County, Florida, and further described as follows:

A utility easement (10 feet wide) lying five feet each side of the following described centerline:


Commencing at the intersection of the north line of Evergreen Drive (50' right-of-way) and the west line of Piney Street (50' right-of-way), being the southeast corner of Lot 25 of said Marianna Heights; thence S88°14'02"W along the north line of said Evergreen Drive for 321.50 feet to the southeast corner of the West One Half (W 1/2) of said Lot 25; thence continue S88°14'02"W along said north line for 18.00 feet to the Point of Beginning; thence N00°57'27"W for 97.95 feet; thence N69°28'35"W for 43.14 feet; thence S86°26'20"W for 5.00 feet to the Point of Terminus of the herein described centerline.

Side lines to be lengthened or shortened to provide a minimum width of 10.00 feet.

Bearings are based on the centerline of Evergreen Street as bearing S88°14'02"W.

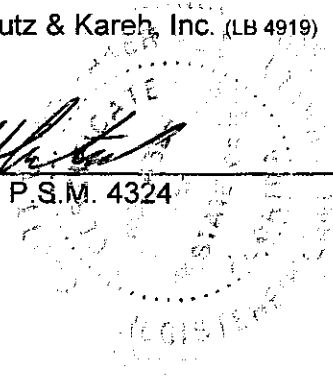
Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)


Scott C. Whitaker, P.S.M. 4324

35555DESC1

8/30/05



PRINCIPALS:

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

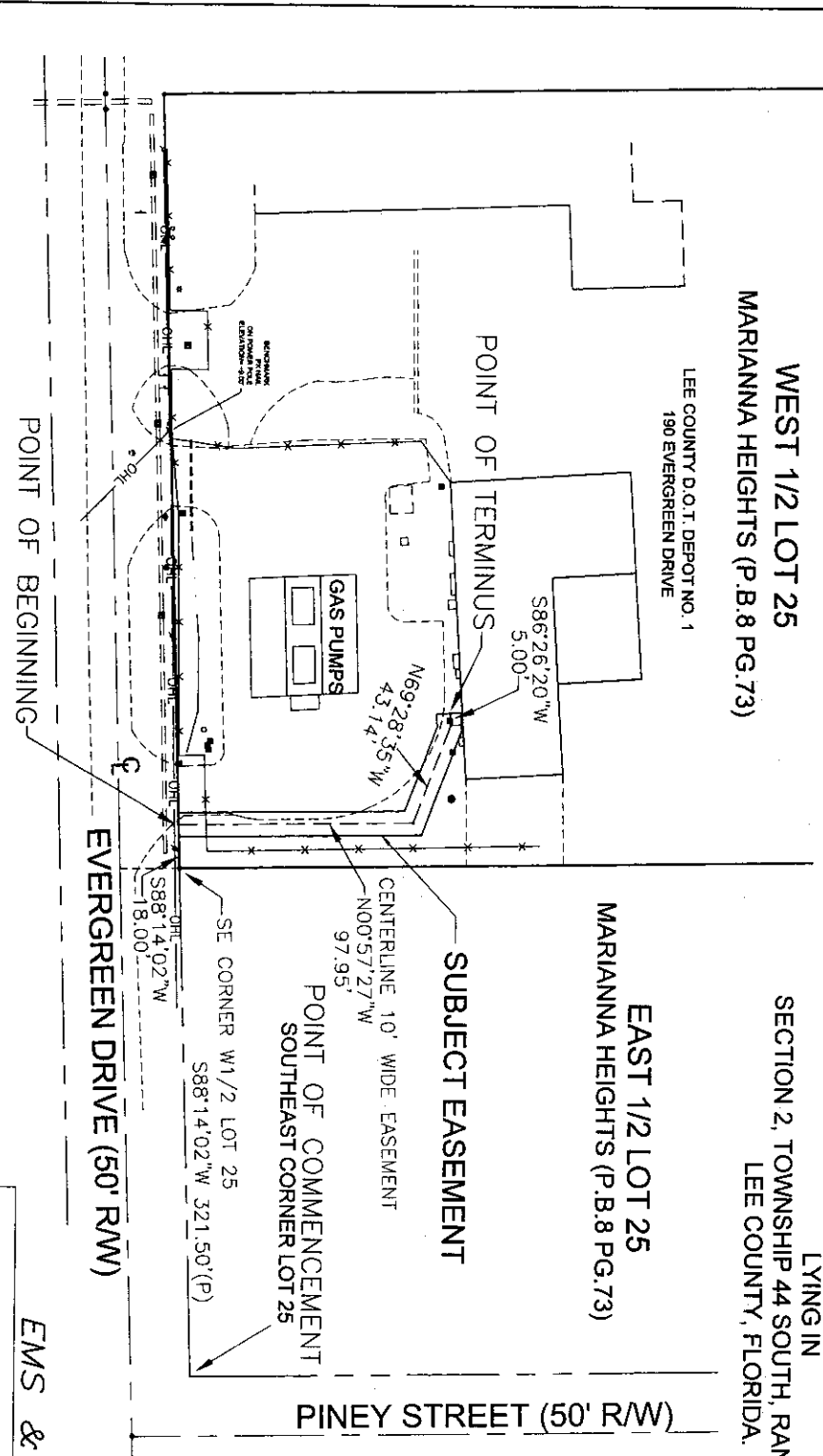


ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND
LYING IN
SECTION 2, TOWNSHIP 44 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.



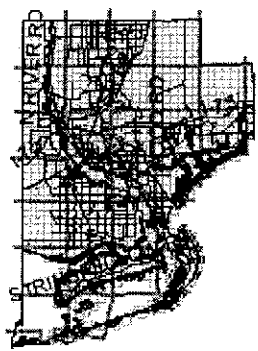
*** THIS IS NOT A SURVEY ***
 Bean, Whitaker, Lutz & Karch, Inc.
 SCOTT C. WHITAKER, P.L.S.
 Florida Certificate No. 4524

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS,
AND RIGHTS-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED
AND UNRECORDED):

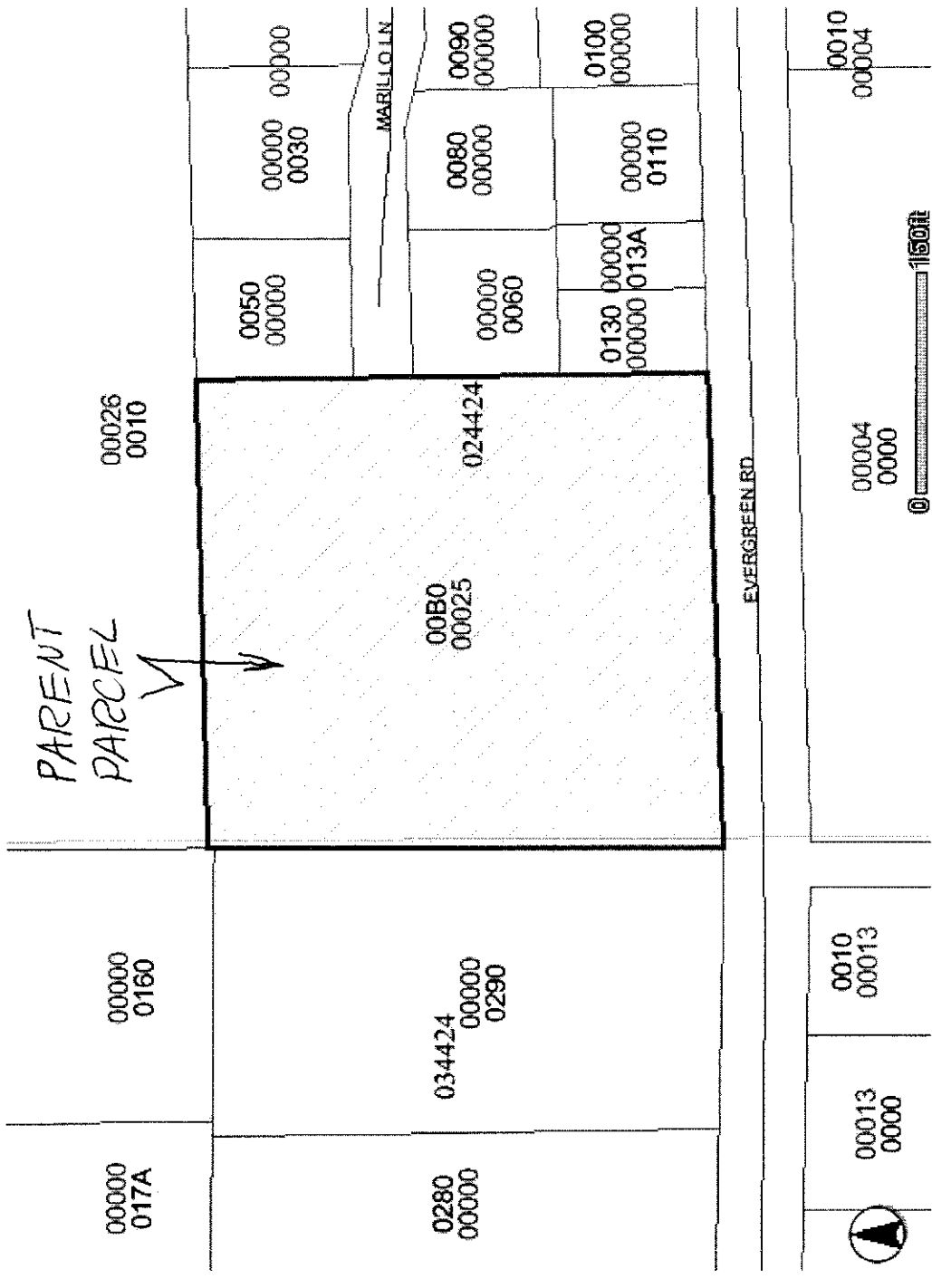
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-H)
8-29-05	35555-C	S.C.W.	1" = 80'	1 OF 1	2-44-24

Bean, Whitaker, Lutz & Karch, Inc. (LB 4919)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 18041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33916-4910 (941) 481-1331

STRAP No. 02-44-24-04-00025.00B0



- Legend**
- Selected Features
 - Block
 - Lot
 - Parcels
 - Parcel Hooks
 - Hydrom Features
 - Road Center Line
 - Township Range Lines
 - Township Range Labels
 - Section Lines
 - City Limits
 - Bonita Springs
 - Cape Coral
 - Fort Myers
 - Sanibel
 - Town of Fort Myers Beach



RE