

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

Blue Sheet No. 20061149

1. ACTION REQUESTED/PURPOSE: Convey a 10' wide berm and landscape buffer easement to Florida Development Partners, L. C., over the south 10' of the 75' right-of-way for Estero Parkway extension, along the northern boundary of Grandezza; authorize Chairwoman to execute Berm & Landscape Buffer Easement, and the Division of County Lands to handle and accept documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: Provides area for buffering the adjacent residents.

3. MANAGEMENT RECOMMENDATION: Approve with the termination clause, whereby the easement rights, or any portion thereof, will terminate at no cost to the County should the 10' easement area be needed to construct the Estero Parkway extension.

4. Departmental Category: 6

AGA

5. Meeting Date: October 10, 2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other BS 20051818

8. Request Initiated:

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

9. Background: As part of a \$22,500,000 purchase of right-of-way for CR951, Lee County acquired 75' of right-of-way from Florida Development Partners, L.C. (FDP), for the future extension of Estero Parkway. Under the terms of the purchase, a berm and landscape buffer easement was conveyed to FDP over a small portion of the south 10' of the 75' wide right-of-way, adjacent to the northern boundary of Grandezza. The residents of Grandezza have requested the 10' wide easement be continuous along the entire northern boundary of the development to provide additional area for buffering.

Attachments: Berm and Landscape Buffer Easement

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>K. Forsyth</i> | | | <i>8/23/06</i> | <i>Robert Spalden 9-6-06</i> | <i>9-7-06</i> | <i>9/10/06</i> | <i>9/10/06</i> | <i>9/7/06</i> | <i>J. Jander 8.31.06</i> |

11. Commission Action:

- Approved
- Deferred *TO OCT 10 and MOVE TO MY P O BOX 9 J/A*
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *9/10/06 4:45 pm*
 COUNTY ADMIN FORWARDED TO: *9/10/06 4:43 pm*

Rec. by CoAtty
 Date: *9/10/06*
 Time: *2:30 pm*

Forwarded to: *Admin. 9/10/06 4:43 pm*

Prepared by and Return to:
Matthew L. Grabinski, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail N.
Suite #300
Naples, Florida 34103

BERM AND LANDSCAPE BUFFER EASEMENT

THIS BERM AND LANDSCAPE BUFFER EASEMENT is made on this ____ day of _____ 2006 by Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("Grantor") and Florida Development Partners, L.C., a Florida limited liability company, d/b/a The Club at Grandezza, whose address is 4501 Tamiami Trail North, Suite 300, Naples, Florida 34103 ("FDP") or ("Grantee").

RECITALS

WHEREAS, Grantor is the fee simple owner of that certain real property situated in Lee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein ("Easement Area"); and

WHEREAS, FDP is the owner of a portion of that certain adjoining tract of land, commonly referred to as Tract GC-1 of Grande Oak East, according to the Plat thereof, as recorded in Plat Book 67 at Page 15 of the Public Records of Lee County, Florida ("Golf Club Property"); and

WHEREAS, Grantor wishes to grant Grantee a non-exclusive easement over, across and under the Easement Area for the purposes hereinafter set forth.

NOW THEREFORE, in consideration of the sum of \$10.00 paid by the Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Grant of Easement. Grantor does hereby give, grant and convey unto Grantee, its successors and/or assigns an easement over, across and under the Easement Area for the purpose of installing, maintaining, replacing and/or removing (i) a fence, wall and/or earth berm which shall be constructed in compliance with the minimum requirements set by the Lee County Department of Transportation, and/or (ii) landscape, irrigation and related materials and equipment, including, but not limited to, plants, trees, sod, ground cover, fertilizers, mulch and insecticides, conduit pipes ("Easement"). Prior to installation, these encroachments and the slope berm must be approved by the Lee County

Department of Transportation. Said approval shall not be unreasonably withheld or delayed.

3. Running of Benefits and Burdens. The benefits and obligations created hereunder shall run with the land and shall be binding upon any and all subsequent owners of the real property described in Exhibit "A" and shall be appurtenant to and benefit the Golf Club Property and Grantee's successors in title.

4. Grantee's Right to Grant a License. Grantor acknowledges and agrees that Grantee and its successor in title shall have the right (but not the obligation) to grant a non-exclusive license to one or more property owners' associations (each, an "Association") for the purpose of allowing the Association to exercise the rights of Grantee hereunder, under the terms and conditions of one or more separate license and/or cost sharing agreements that may be entered into between Grantee and one or more Associations.

5. Liability. The Grantor shall not be responsible for the cost of landscaping and buffering the Easement Area, nor shall the Grantor be responsible for any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the berm and landscape buffer project is complete. The Grantee agrees to repair any damage that may occur to adjoining buildings, structures, utility easements, roadways or private property during the course of the work. In accordance with the responsibilities assumed by Grantee to this Agreement, the Grantee, its successors and assigns, agree to indemnify, hold harmless and defend the Grantor, its employees and agents, from and against all claims, losses, demands, payments, actions, judgments and liabilities, including litigation costs and attorney's fees, due to any act or omission by the Grantee, its successors or assigns, their employees, agents, contractors, invitees, licensees, guests, that arise from the placement, replacement or maintenance of landscaping, irrigation, and buffering contemplated by this Agreement. The Grantee accepts sole responsibility to obtain any and all appropriate permits necessary for installing improvements within the Easement Area, as contemplated by this Agreement. The Grantee, its successors and assigns assume the risk and responsibility for any loss or injury to property or persons occasioned by the failure to properly maintain the berm and landscaped buffer area or due to neglect or accident during the maintenance process. The Grantee, its successors and assigns, agree to repair damage that may occur to any adjoining building, structure, utility easement, roadway or private property during the course of maintenance work or through the contemplated use of the Easement Area. This instrument is binding upon and enures to the benefit of the parties' heirs, executors, successors and assigns. Grantor has no responsibility to maintain any landscaping, berms or other improvements placed upon the subject property in accordance with this Easement.

6. Termination. If, under the sole discretion of the Grantor, the Easement Area or a portion thereof, is required for the future construction and/or subsequent expansion of the Estero Parkway Extension, including, but not limited to roadway, drainage and sloping improvements, and utilities, that portion of the Easement Area, shall terminate at no cost to Grantor, upon 90 days written notification to Grantee, its successor or assigns. In addition, Grantor shall not be responsible for any damage of or impacts to any improvements constructed by Grantee, its successors or assigns, within the Easement Area.

7. Laws. This Agreement is intended to be constructed in accordance with the laws of the State of Florida.

IN WITNESSES WHEREOF, Grantor hereby executes this Agreement as of the date first written above.

ATTEST: CHARLIE GREEN, CLERK

By: _____
Deputy Clerk (Date)

As to GRANTOR:

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Chairwoman or Vice Chairman

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney (Date)

As to GRANTEE:

Florida Development Partners, L.C., a Florida limited liability company

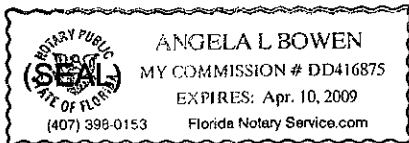
By: _____
Print Name: Brad J Black
Its: _____

Angela L. Bowen
Print Name: Angela L. Bowen
Kristy Ertl
Print Name: Kristy Ertl

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this day, before me, an officer authorized to take acknowledgments, personally appeared Brad Black VP of Florida
(Print Name and Title of Officer)

Development Partners, L.C., a Florida limited liability company, on behalf of the limited liability company, who executed the foregoing instrument, and who is personally known to me or has produced _____ as identification.



Print Name: Angela L. Bowen
My commission expires: 4-10-09

POC

NORTHEAST CORNER
SECTION 25
TOWNSHIP 46 SOUTH
RANGE 25 EAST
LEE COUNTY, FL

TRACT FR-2
GRANDE DAK EAST
PLAT BOOK 67,
PAGES 15-36

TRACT 9
GRANDE DAK EAST
PLAT BOOK 67,
PAGES 15-36

TRACT CC-1
GRANDE DAK
PLAT BOOK 67,
PAGES 15-36

TRACT CC-1
GRANDE DAK
PLAT BOOK 67,
PAGES 15-36

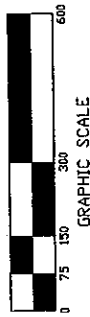
TRACT 4-A
GRANDE DAK
PLAT BOOK 67, PAGES 15-36

TRACT CC-1
GRANDE DAK
PLAT BOOK 67, PAGES 15-36

MARKETED CROSSING
DAK FAIRWAY COURT

| Line | Bearing | Distance |
|------|-------------|----------|
| L1 | S00°48'28"E | 65.00' |
| L2 | S00°48'28"E | 10.00' |
| L3 | S89°28'17"W | 40.00' |
| L4 | S89°28'17"W | 30.47' |
| L5 | N02°37'38"W | 2.75' |
| L6 | N86°08'11"W | 16.01' |
| L7 | N71°49'51"W | 18.78' |
| L8 | N89°28'07"E | 335.33' |
| L9 | N89°28'17"E | 400.00' |

- ABBREVIATIONS
- BOB = BASIS OF BEARING
 - C/L = CENTERLINE
 - DE = DEPARTING EASEMENT
 - FE = FUTURE EASEMENT
 - GE = GOLF COURSE EASEMENT
 - LE = LANDSCAPE EASEMENT
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PSM = PROFESSIONAL SURVEYOR
 - R/V = RIGHT OF WAY LINE



LEGAL DESCRIPTION

(10' WIDE LANDSCAPE BUFFER EASEMENT)

BEING PART OF TRACT CC-1 OF GRANDE OAK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING PART OF TRACT FR-2 OF GRANDE OAK EAST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGES 25 THROUGH 38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE SOUTH 00°48'28" EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00°48'28" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT FR-2 AND NORTH LINE OF TRACT 9, GRANDE OAK EAST AS RECORDED IN PLAT BOOK 77, PAGES 25 THROUGH 38, LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE OF TRACT 9 AND SOUTH LINE OF SAID TRACT FR-2 SOUTH 89°28'17" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 9 AND THE SOUTHWEST CORNER OF SAID TRACT FR-2, ALSO BEING A POINT ON THE EASTERLY LINE OF TRACT CC-1, GRANDE OAK AS RECORDED IN PLAT BOOK 67, PAGES 15 THROUGH 36, LEE COUNTY, FLORIDA; THENCE LEAVING SAID CORNER SOUTH 89°28'17" WEST, A DISTANCE OF 2,585.46 FEET, THENCE SOUTH 89°28'07" WEST, A DISTANCE OF 301.47 FEET TO A POINT ON THE EAST BOUNDARY LINE OF TRACT C-4, GRANDE OAK AS RECORDED IN PLAT BOOK 67, PAGES 15 THROUGH 36, LEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID TRACT C-4 IN THE 3 NEXT DESCRIBED COURSES: COURSE 1 NORTH 02°37'38" WEST, A DISTANCE OF 2.75 FEET, COURSE 2 NORTH 86°08'11" WEST, A DISTANCE OF 16.01 FEET; COURSE 3 NORTH 71°49'51" WEST, A DISTANCE OF 18.78 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF TRACT C-4, NORTH 89°28'07" EAST, A DISTANCE OF 335.33 FEET; THENCE NORTH 89°28'17" EAST, A DISTANCE OF 2,585.41 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT CC-1 AND THE EASTERLY LINE OF SAID TRACT FR-2; THENCE CONTINUE NORTH 89°28'17" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.419 SQUARE FEET OR 0.675 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE EAST LINE OF SECTION 25, TOWNSHIP 46 EAST, RANGE 25 EAST, AS BEING SOUTH 00°48'28" EAST.

BY: *John Scott Rhodes*

JOHN SCOTT RHODES, PSM #5739

SKETCH AND DESCRIPTION

STOCK DEVELOPMENT

DATE: MAY 16, 2006

SCALE: 1" = 300'

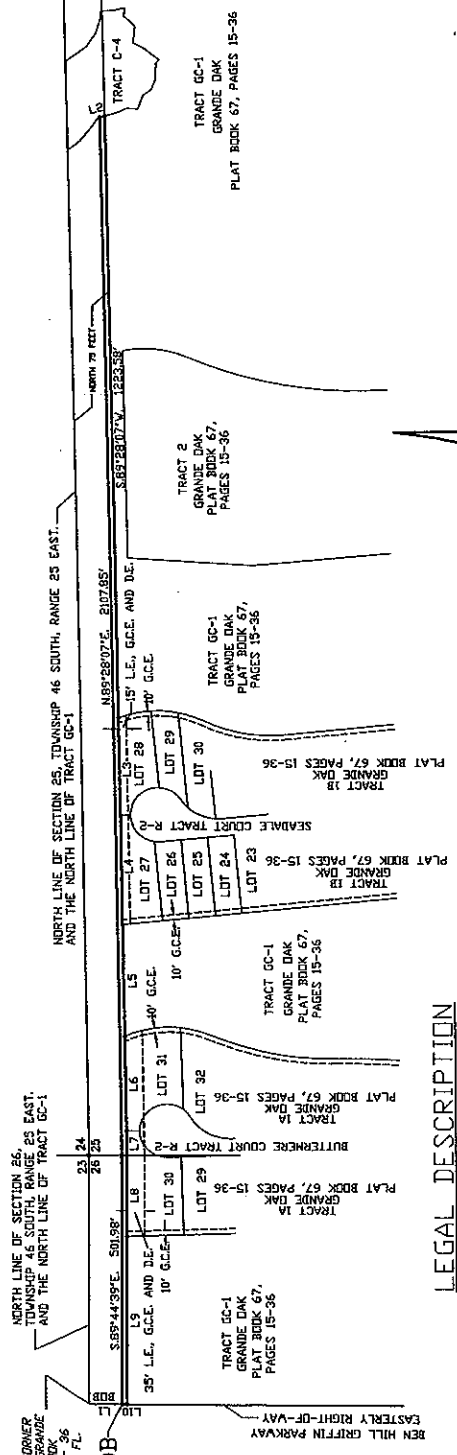
CORO #: 06-638

1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(941) 593-0570 (941) 593-0581 FAX

Exhibit "A"

Page 1 of 2

POC
NORTHWEST CORNER
DAK, PLAT BOOK
67, PAGE 15-36
LEE COUNTY, FL



| Line | Bearing | Distance |
|------|--------------|----------|
| 1 | S.00°14'58\" | 65.007' |
| 2 | S.14°42'09\" | 10.31' |
| 3 | S.89°28'07\" | 198.82' |
| 4 | S.89°28'07\" | 219.45' |
| 5 | S.89°28'07\" | 224.58' |
| 6 | S.89°28'07\" | 194.54' |
| 7 | S.89°28'07\" | 49.48' |
| 8 | N.89°44'39\" | 164.63' |
| 9 | N.89°44'39\" | 337.42' |
| 10 | N.00°14'58\" | 10.00' |

- ABBREVIATIONS
- BOB = BASIS OF BEARING
 - C/L = CENTERLINE
 - D.E. = DRAINAGE EASEMENT
 - G.C.E. = GENERAL COMMON EASEMENT
 - G.C.E. = GOLF COURSE EASEMENT
 - L.E. = LANDSCAPE EASEMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - PSM = PROFESSIONAL SURVEYOR
 - R/W = RIGHT OF WAY LINE



LEGAL DESCRIPTION
(10' WIDE LANDSCAPE BUFFER EASEMENT)

BEING PART OF TRACT GC-1 OF GRANDE OAK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT GC-1 OF SAID GRANDE OAK AND A POINT ON THE SOUTH RIGHT-OF-WAY OF BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 00°14'58" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89°44'39" EAST, A DISTANCE OF 501.98 FEET; THENCE NORTH 89°28'07" EAST, A DISTANCE OF 2,107.85 FEET TO A POINT ON THE WESTERLY LINE OF TRACT C-4, GRANDE OAK AS RECORDED IN PLAT BOOK 67, PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE OF SAID TRACT C-4 SOUTH 14°42'09" EAST, A DISTANCE OF 10.31 FEET TO A POINT ON A LINE 75.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT GC-1, THENCE LEAVING SAID TRACT C-4 LINE AND ALONG SAID PARALLEL LINE SOUTH 89°28'07" WEST, A DISTANCE OF 1,223.88 FEET TO THE NORTH EAST CORNER OF LOT 28 OF TRACT 1B OF SAID GRANDE OAK; THENCE ALONG THE NORTH LINE OF SAID LOT 28, SOUTH 89°28'07" WEST, A DISTANCE OF 198.82 FEET TO A THE NORTHWEST CORNER OF SAID LOT 28 AND NORTHEAST CORNER OF LOT 27, TRACT 1B OF SAID GRANDE OAK; THENCE ALONG THE NORTH LINE OF SAID LOT 27, SOUTH 89°28'07" WEST, A DISTANCE OF 219.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE LEAVING SAID LOT 27 BOUNDARY LINE AND CONTINUING ALONG SAID LINE 75.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF TRACT GC-1 SOUTH 89°28'07" WEST, A DISTANCE OF 224.58 FEET TO THE NORTHEAST CORNER OF LOT 31, TRACT 1A OF SAID GRANDE OAK; THENCE ALONG SAID NORTH LINE OF LOT 31, SOUTH 89°28'07" WEST, A DISTANCE OF 194.54 FEET TO THE NORTHWEST CORNER OF LOT 31 AND THE NORTHEAST CORNER OF LOT 30 OF SAID TRACT 1A; THENCE ALONG THE NORTH LINE OF SAID LOT 30 SOUTH 89°28'07" WEST, A DISTANCE OF 49.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°44'39" WEST, A DISTANCE OF 164.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE LEAVING SAID LOT 30 BOUNDARY LINE AND CONTINUING ALONG SAID LINE 75.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT GC-1, NORTH 89°44'39" WEST, A DISTANCE OF 337.42 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 00°14'58" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.097 SQUARE FEET OR 0.599 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE WEST LINE OF TRACT GC-1 AS BEING SOUTH 00°14'58" WEST.

BY *John Scott Rhodes* JOHN SCOTT RHODES PSM #5739 design

FOR STOCK DEVELOPMENT

DATE: MAY 16, 2006
SCALE: 1" = 300'
C.O.G.#: 06-637

RHODES & RHODES LAND SURVEYING, INC.
LICENSE #LB 6897

1440 EARLHEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(941) 593-0570 (941) 593-0581 FAX

1 of 1
FILE # 2008-637

Exhibit "A"

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