

RESOLUTION NUMBER 25-241

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF PUBLIC STORM DRAINAGE PIPES AND APPURTENANT DRAINAGE FACILITIES IN, OVER, UNDER, THROUGH, UPON, AND ACROSS A PORTION OF REAL PROPERTY LOCATED IN THE TOWN OF FORT MYERS BEACH, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dreammaker Legacy, LLC, a Florida Limited Liability Company, is the owner of certain real property located in the Town of Fort Myers Beach, Florida, which Property is more particularly described in the legal description and sketch made subject to the Drainage Easement Agreement in Attachment 1; and

WHEREAS, the Town requested from Grantor, a perpetual, non-exclusive easement in, over, under, through, upon, and across a portion of the Property for the construction, reconstruction, alteration, extension, relocation, operation, maintenance, and repair of public storm drainage pipes and appurtenant drainage facilities; and

WHEREAS, Grantor has agreed to grant an easement to the Town as provided in the Drainage Easement Agreement in Attachment 1; and

WHEREAS, the Town Council has determined that acceptance of the Drainage Easement Agreement serves a public purpose and is in the best interests of the Town and its residents.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The Town Council hereby accepts and approves the Drainage Easement Agreement, a copy of which is attached hereto as Attachment 1.

Section 3. The Drainage Easement Agreement in Attachment 1 shall be properly recorded in the Public Records of Lee County, Florida.

Section 4. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Safford and upon being put to a roll call vote, the result was as follows:

| | |
|-------------------------------|-----|
| Dan Allers, Mayor | Aye |
| Jim Atterholt, Vice Mayor | Aye |
| John R. King, Council Member | Aye |
| Scott Safford, Council Member | Aye |
| Karen Woodson, Council Member | Aye |

ADOPTED this 8th day of August 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers

Dan Allers (Aug 14, 2025 11:31:34 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker

Amy Baker (Aug 21, 2025 09:04:55 EDT)

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Nancy Stuparich

Nancy Stuparich (Aug 19, 2025 00:58:21 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Aug 18, 2025.

Attachment "1"

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Property Owner: Dreammaker Legacy, LLC
Legal: Lots 14 and 15, Block D, Unit No. 4, ISLAND SHORES
Parcel ID: 24-46-23-W1-0070D.0140

DRAINAGE EASEMENT AGREEMENT

THIS INDENTURE is made this 18 day of August, 2025, by and between Dreammaker Legacy, LLC, a Florida Limited Liability Company, with a mailing address of 5211 Skyline Boulevard, Cape Coral, Florida 33914, as GRANTOR, and TOWN OF FORT MYERS BEACH, FLORIDA, a Florida municipal corporation, with a mailing address of 2525 Estero Blvd, Fort Myers Beach, FL 33931, as GRANTEE.

(Whenever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH

That the GRANTOR, in consideration of the sum of \$1.00, the covenants of GRANTEE herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby grant, covenant and agree as follows:

1. Grant of Easement: GRANTOR does hereby grant and convey unto GRANTEE, its successors, assigns, lessees, licensees, heirs and agents, a permanent, non-exclusive easement forever for the construction, reconstruction, alteration, extension, relocation, operation, maintenance, and repair of public storm drainage pipes and appurtenant drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, control structures and other appurtenances thereto, within an Easement described as follows:

See Exhibit "A"

Additionally, GRANTOR does hereby grant and convey unto GRANTEE, its successors, assigns, lessees, licensees, heirs and agents, the right of ingress and egress at all times to enter upon the Easement for the purposes herein described. Subject to the other terms and conditions of this Easement Agreement, GRANTEE shall have the right to remove impediments to operation and maintenance of the Easement such as trees, asphalt, sidewalks, and any structures, however, with the exception of any structures built on the Property within the Easement, GRANTEE shall restore any disturbed property of GRANTOR to its existing condition as soon as reasonably practicable. GRANTEE further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement will be coordinated, if possible, with GRANTOR so as to minimize any disruption to GRANTOR's property. GRANTOR reserves the right to the full use and enjoyment of the drainage easement area for all other lawful purposes that do not interfere with the rights conveyed to GRANTEE herein. This Easement shall apply to all interests in the described Property, now owned or hereafter acquired or assigned by GRANTOR or GRANTEE and shall be deemed to be a covenant that runs with the land.

2. Unencumbered Title. Grantor warrants that the Easement granted herein is granted free and clear of all liens and encumbrances.
3. Operation and Maintenance. The operation and maintenance of the drainage facilities described herein and located within the Easement shall be the responsibility of the GRANTEE.

Attachment "1"

- 4. Successors and Assigns. This Easement Agreement and the rights and obligations created hereunder shall run with the land, and shall be binding upon, and inure to the benefit or, the parties, including their respective successors and assigns. Any reference to the parties herein, unless specified otherwise, also refers to their respective heirs, legal representatives, successors, and assigns.
- 5. Use of the Property. The Easement shall not be construed to restrict GRANTOR from the use of the Property within the Easement so long as such use does not impair or interfere with the use and maintenance of the Easement by the GRANTEE or otherwise impact, alter or affect the storm drainage facilities constructed within. Retained uses notwithstanding, the GRANTOR shall not construct, establish, modify or enlarge any (1) structures upon the easement or (2) any ditches, swales, culverts, pipes or other drainage facilities that would direct additional water into the public storm drainage facilities to be constructed and/or maintained by the GRANTEE without the written consent of the GRANTEE.
- 6. Release. The GRANTEE'S liability is limited as provided in Section 768.28, Florida Statutes. GRANTOR hereby waives and releases GRANTEE, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposes herein described.

IN WITNESS WHEREOF, the GRANTOR has caused this Drainage Easement to be executed in GRANTOR'S name.

Signed, sealed and delivered in the presence of:

Sheila E. Felinski
Witness

Sheila E. Felinski
Printed Name
5201 N. Grape Rd
Address
Mishawaka, IN 46545

Heather-Anne Rhodes
Witness
Heather-Anne Rhodes
Printed Name
5201 Grape Rd
Address
Mishawaka IN
46545

By: *[Signature]*
Printed Name: Michael Leep Jr. as
Manager of Dreammaker Legacy, LLC,
a Florida Limited Liability Company

STATE OF FLORIDA INDIAN RIVER
COUNTY OF LEE ST. JOSEPH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *27th* day of *June*, 2025 by Michael Leep Sr., as Manager of Dreammaker Legacy, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Jill J Popielski
Name typed, printed or stamped
My Commission Expires: *3/27/2031*

Attachment "1"

ACCEPTANCE

This DRAINAGE EASEMENT was accepted for public use by the Town of Fort Myers Beach Town Council, as authorized by action of the Town Council of Fort Myers Beach, Florida at its meeting held on the 18 day of August, 2025.

TOWN OF FORT MYERS BEACH,
FLORIDA

Dan Allers

By: Dan Allers (Aug 14, 2025 11:31:34 EDT)
Its: Mayor

ATTEST: AMY BAKER
TOWN CLERK

Amy Baker

Amy Baker (Aug 21, 2025 09:04:55 EDT)
TOWN CLERK

Attachment "1"

Exhibit "A" (Page 1 of 2)

PARCEL ID: 24-46-23-W1-0070D.0140
OWNER: DREAMMAKER LEGACY LLC

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

8.00' DRAINAGE EASEMENT

LEGAL DESCRIPTION:

THE WESTERLY 8.0 FEET OF LOT 15, BLOCK D, ISLAND SHORES, UNIT NO. 4 AS RECORDED IN PLAT BOOK 9, PAGE 37 LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA (8.0' DRAINAGE EASEMENT BEING CONTIGUOUS AND PARALLEL TO THE SIDE PROPERTY LINE)

CONTAINING 1254.3597 SQUARE FEET OR 0.0287 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

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SHEET 1 SKETCH DESCRIPTION
SHEET 2 DETAIL

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.



www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

LEGAL DESCRIPTION & NOTES
8' DRAINAGE EASEMENT
EASEMENT

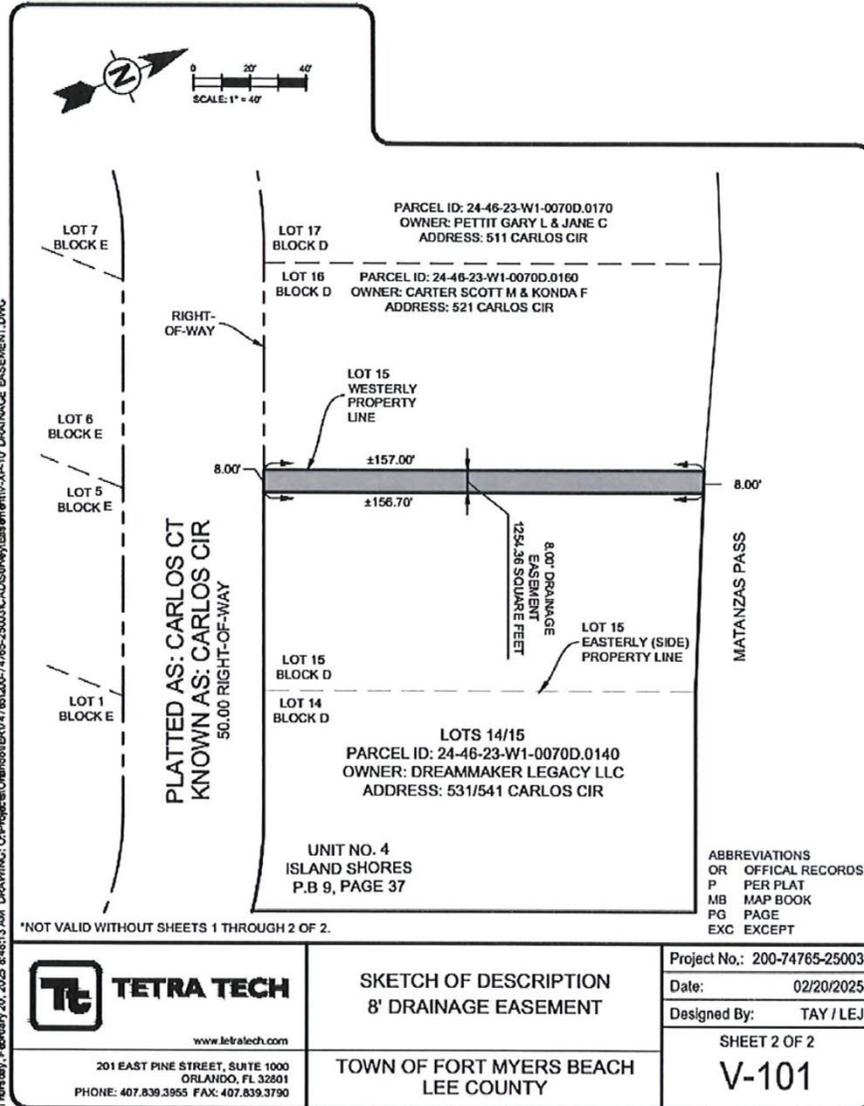
TOWN OF FORT MYERS BEACH
LEE COUNTY

| | |
|---|-----------------|
|  | |
| LAWRENCE E. JENKINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION #5364 TETRA TECH - LB #26 | |
| Project No.: | 200-74765-25003 |
| Date: | 02/20/2025 |
| Designed By: | TAY / LEJ |
| SHEET 1 OF 2 | |
| V-101 | |

Thursday, February 20, 2025 8:42:11 AM DRAWING: C:\Project\Chandoli\TERRY 47161\2025-74765-25003\CAD\Survey\5364\Set\entire\5364-10 DRAINAGE EASEMENT.DWG

Attachment "1"

Exhibit "A" (Page 2 of 2)



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TETRA TECH
 www.tetra.tech.com
 201 EAST PINE STREET, SUITE 1000
 ORLANDO, FL 32801
 PHONE: 407.839.3955 FAX: 407.839.3790

SKETCH OF DESCRIPTION
8' DRAINAGE EASEMENT
TOWN OF FORT MYERS BEACH
LEE COUNTY

Project No.: 200-74765-25003
 Date: 02/20/2025
 Designed By: TAY / LEJ
 SHEET 2 OF 2
V-101