

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 1, 2026*

**CONSENT AGENDA**  
**ITEM 6**

**Phase 2B Charlotte County Easement Agreements**

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**Recommended Action -**

**Motion** to approve Agreements for Permanent Pipeline Easement Number 600 and Temporary Construction Easement Number 512 for the Phase 2B Regional Interconnect, Authorize the Chairman to execute the NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT and the TEMPORARY CONSTRUCTION EASEMENT AGREEMENT.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13 miles of 42-inch diameter pipeline. The pipeline route is located along the border of Sarasota and Charlotte County, extending from Serris Boulevard, generally west along Hillsborough and Chancellor Boulevards and south mostly in Charlotte County crossing the Myakka River, and then extending to Charlotte County’s Gulf Cove Booster Station.

The non-exclusive utility easement is for the construction of the Phase 2B meter station along Hillsborough Boulevard near the intersection of Serris Drive, and the temporary construction easement will be utilized for ingress and egress to the private property to the north of the Charlotte County Gulf Cove Booster Station. Both properties are owned by Charlotte County. In accordance with the Charlotte County Interlocal Agreement, the easements are granted at no cost to the Authority. The easements have been approved by Board of County Commissioners of Charlotte County by Stephen Kipa as Real Estate Services Manager, per Resolution 2019-125.

Board authorization is requested to approve the easements listed below, and for the Chairman to execute the documents and authorization for the Executive Director to pay any transaction fees necessary to complete the acquisition and recording of the Easements.

Permanent Easement #	Permanent Easement Area (Ac)	Temporary Easement #	Temporary Easement Area (Ac)	Total Cost
600	.116	512	1.11	\$0

**Budget Action** – No action is needed.

**Attachments:**

Tab A Permanent Pipeline Easement # 600

Tab B Temporary Construction Easement # 512

**TAB A**  
Permanent Pipeline Easement #600

This instrument prepared by:  
Thomas M. David  
County Attorney  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

## NON-EXCLUSIVE UTILITY EASEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT ("Easement") is made this \_\_\_\_\_, day of \_\_\_\_\_, 2026 by CHARLOTTE COUNTY, a political subdivision of the State of Florida whose post office address is 18500 Murdock Circle, Port Charlotte, Florida 33948 ("Grantor"), to Peace River Manasota Regional Water Supply Authority whose post office address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 ("Grantee").

WITNESSETH, that said Grantor, for and in consideration of ten dollars (\$10.00) to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted to the said Grantee, a permanent non-exclusive utility easement, including the perpetual right to enter upon the real estate hereinafter described for the purpose of constructing, installing, maintaining and keeping in repair, a water meter assembly over, under and across the lands of grantor, their heirs, successors and assigns, together with the right to excavate and refill ditches and/or trenches for the location of said water meter assembly, the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said water meter assembly.

The land affected by the grant of this Easement is located in Charlotte County, State of Florida and is more particularly described as follows:

That Easement containing approximately 5,068 square feet as described in that certain Sketch of Description, (which contains one (1) sheet) prepared by Hyatt Survey Services, Inc. (Job No. 22-2795), a copy of which is attached hereto as Exhibit "A" and by this reference is expressly made a part hereof.

To have and hold said Easement unto the Peace River Manasota Regional Water Supply Authority for the use and benefit of the public and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This Easement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Owner and County.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

WITNESS MY HAND AND SEAL on the date first above written.

GRANTOR:

Signed, sealed and delivered  
in the presence of:

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

G. Mosher  
Signature of Witness

By: [Signature]  
STEPHEN KIPA  
REAL ESTATE SERVICES MANAGER  
REAL ESTATE SERVICES DIVISION  
PER RESOLUTION 2019-125

Print Name: GREGORY MOSHER  
Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

G.B.  
Signature of Witness

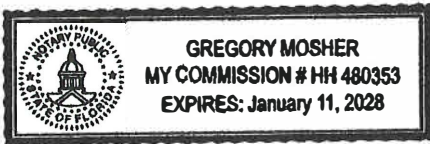
Print Name: GORDON BURGER

Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online  
notarization this 2 day of MARCH, 2026, by STEPHEN KIPA as  
REAL ESTATE SERVICES MANAGER of Charlotte County, a political subdivision of the State of Florida, who is []  
personally known to me, or [] produced \_\_\_\_\_ as  
identification.

[AFFIX NOTARY SEAL]



Notary Public Signature [Signature]

Print Notary Name: GREGORY MOSHER

Commission Number: HH 480353

My commission expires: JANUARY 11, 2028

**GRANTEE:**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

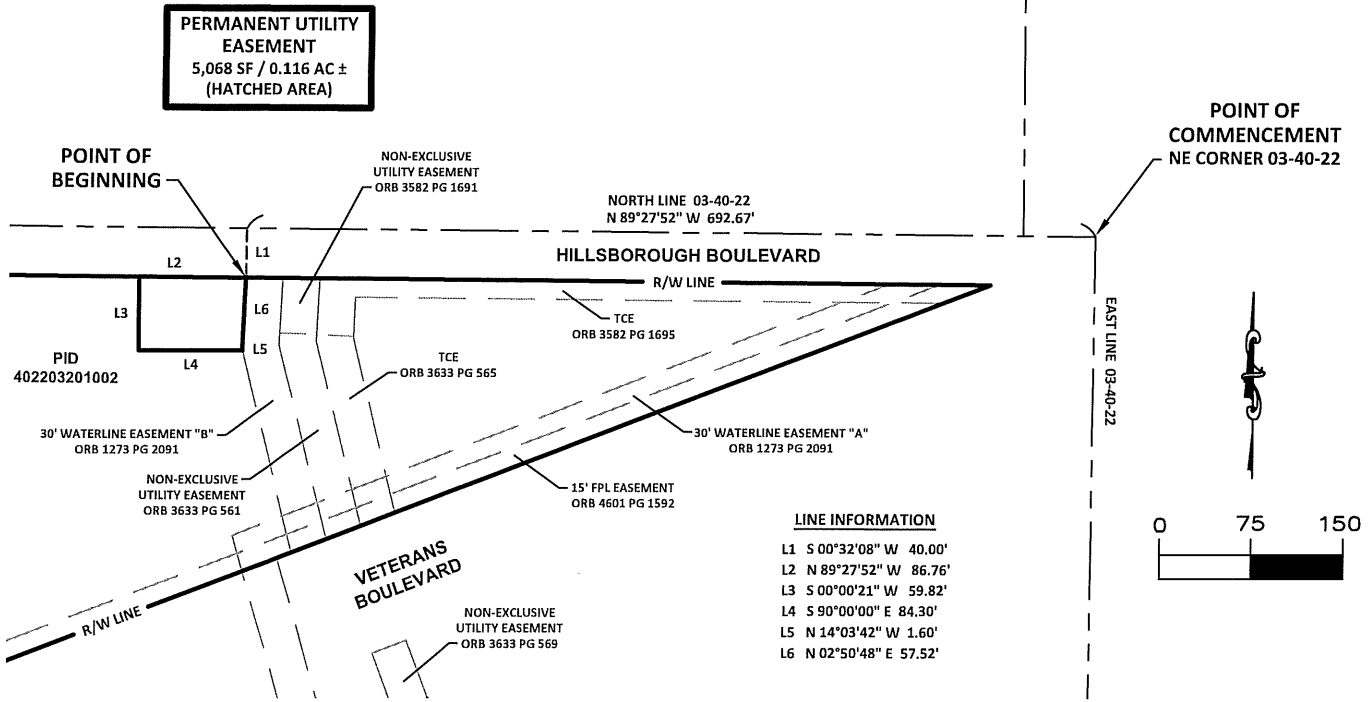
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Peace River Manasota Regional Water Supply Authority, who \_\_\_\_\_ is personally known to me, or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature \_\_\_\_\_  
Print Notary Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**SKETCH**



**LINE INFORMATION**

L1	S 00°32'08" W 40.00'
L2	N 89°27'52" W 86.76'
L3	S 00°00'21" W 59.82'
L4	S 90°00'00" E 84.30'
L5	N 14°03'42" W 1.60'
L6	N 02°50'48" E 57.52'

**DESCRIPTION**

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 3, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 22 EAST; THENCE N 89°27'52" W ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 692.67 FEET; THENCE S 00°32'08" W DEPARTING SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF HILLSBOROUGH BOULEVARD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 89°27'52" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 86.76 FEET; THENCE S 00°00'21" W DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.82 FEET; THENCE S 90°00'00" E, A DISTANCE OF 84.30 FEET; THENCE N 14°03'42" W, A DISTANCE OF 1.60 FEET; THENCE N 02°50'48" E, A DISTANCE OF 57.52 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 5,068 SQUARE FEET OR 0.116 ACRES MORE OR LESS.

**ABBREVIATIONS**

SF	SQUARE FEET
AC	ACRES
NE	NORTHEAST
R/W	RIGHT-OF-WAY
PID	PARCEL IDENTIFICATION
ORB	RIGHT-OF-WAY
PG	PAGE

**NOTES**

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 22 EAST BEING N 89°27'52" W.
3. TITLE WORK WAS NOT PROVIDED FOR THIS DRAWING.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

**Russell P Hyatt**  
 Digitally signed by Russell P Hyatt  
 Date: 2025.08.07 13:46:20 -04'00'

RUSSELL P. HYATT, PSM 5303  
 HYATT SURVEY SERVICES, INC.  
 2012 LENA ROAD BRADENTON, FL 34211

PERMANENT UTILITY EASEMENT			
SECTION 03 TOWNSHIP 40 S RANGE 22 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE JULY 2025	SCALE 1" = 150'	22-2795

**TAB B**  
Temporary Construction Easement # 512

## TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by CHARLOTTE COUNTY, a political subdivision of the State of Florida whose post office address is 18500 Murdock Circle, Port Charlotte, Florida 33948, ("Grantor"), in favor of the Peace River Manasota Regional Water Supply Authority, whose post office address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, hereby grants this Easement over, under and across a portion of certain real property located in Charlotte County, Florida more particularly described below, which is:

The Westerly 100' wide portion of Tract B, Port Charlotte Subdivision Section Sixty, as recorded in Plat Book 5, Page(s) 74A through 74K, of the Public Records of Charlotte County, Florida, with a short legal description of PCH 060 PART 00TBS, also identified by the Property Appraiser's Record as account number 402118351002, and commonly known as 12050 Van Lenten Blvd., Port Charlotte, FL 33981.

The Grantor does hereby grant a Easement to the Peace River Manasota Regional Water Supply Authority, its agents and employees, with the necessary equipment, to enter upon and have access to the real property owned by the Grantor of which the location is described above. The Grantee's rights in respect to this Easement are as follows:

- a. The construction, installation, operation, relocation, maintenance and repair of improvements and facilities.
- b. The shaping, maintenance and repair of the contour of the ground and the placement, maintenance and repair of fill or other material necessary to support the structural integrity of any improvements constructed by the County.
- c. To restore grading of any areas utilized for access. The repair of any incidental damage that may occur to the property within the easement area. The sodding of the areas cleared within the temporary construction easement area.
- d. To trim or remove trees, shrubs, weeds, bushes, undergrowth and any other obstructions inside or outside but adjacent to the Easement Area which, in the opinion of County, endanger, interfere or that may endanger or interfere with the County's safe and efficient exercise of the rights granted County herein or that present or may present a threat to public safety.

This Easement shall commence on the date this easement is signed by the Owner and shall terminate in twenty-four (24) months, or upon completion of the necessary improvements set forth herein, whichever occurs sooner.

I have signed this Easement freely and voluntarily for the purposes expressed herein.

IN WITNESS WHEREOF, on the day and year herein below written.

GRANTOR:

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature of Witness

Print Name: GREGORY MOSHER

Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

[Signature]  
Signature of Witness

Print Name: GORDON BURGER

Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: [Signature]  
STEPHEN KIPA

REAL ESTATE SERVICES MANAGER  
REAL ESTATE SERVICES DIVISION  
PER RESOLUTION 2019-125

Address: 18500 Murdock Circle  
Building B Unit 208  
Port Charlotte, FL 33948

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of [] physical presence  
or [] online notarization this 2 day of MARCH, 2026, by  
STEPHEN KIPA as REAL ESTATE SERVICES MANAGER of Charlotte County, a  
political subdivision of the State of Florida, who is [] personally known to me, or []  
produced \_\_\_\_\_ as identification.

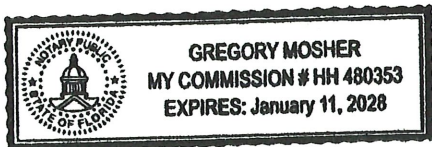
[AFFIX NOTARY SEAL]

Notary Public Signature [Signature]

Print Notary Name: GREGORY MOSHER

Commission Number: HH 480353

My commission expires: JANUARY 11, 2028



**GRANTEE:**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_\_\_  
physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_, as \_\_\_\_\_, of Peace River Manasota  
Regional Water Supply Authority, who \_\_\_\_\_ is personally known to me, or \_\_\_ produced  
\_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature \_\_\_\_\_

Print Notary Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_