

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

**Blue Sheet No. 20050072**

**1. REQUESTED MOTION**

**ACTION REQUESTED:** Authorize: (1) approval of donation of Grant of Perpetual Traffic Signal Easement for acquisition of Parcel 200, College Parkway & Riverwalk Park, Project #6713; (2) payment of costs and fees to close; (3) Division of County Lands to handle and accept all documentation necessary to complete this transaction and grant time extension to close, if necessary.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** Allows the County to proceed with the project without resorting to Eminent Domain proceedings.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT**

6  
#5 *C6C*

**3. MEETING DATE:**

*02-08-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
  - B. DEPARTMENT Independent
  - C. DIVISION County Lands KK
- BY: *KLF*  
Karen L. W. Forsyth, Director

**7. BACKGROUND:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Grant of Perpetual Traffic Signal Easement

**Property Details:**

Owner: Riverwalk Orthopaedic Partnership, a Florida general partnership  
Address: 8350 Riverwalk Park Blvd. #3  
STRAP No.: 15-45-24-39-00000.0030

**Purchase Details:**

Costs to Close: Approximately \$1500.00. Subordination of mortgages will be requested from current mortgage holders in accordance with the purchase of title insurance.

**Appraisal Information:** The easement interest has not been appraised. The cost of an appraisal is estimated to be \$400.00.

**Staff Recommendation:** Staff recommends the Board approve the Requested Motion.

**Account:** 20671330700.506110

**Attachments:** Grant of Perpetual Traffic Signal Easement

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *2/27/05*  
Time: *12:00*  
Forwarded To:  
*[Signature]*  
*2/27/05 2:30 PM*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*2/27/05*  
*3:55 PM SLT*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*1/27/05*  
*4PM*

This instrument prepared by:  
Lee County  
County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Parcel: 200  
Project: College Parkway & Riverwalk Park, Project #6713  
Signal Easement  
STRAP No.: 15-45-24-39-00000.0030

**GRANT OF PERPETUAL  
TRAFFIC SIGNAL EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Riverwalk Orthopaedic Partnership, a Florida general Partnership, whose address is 8350 Riverwalk Park Blvd #3, Ft. Myers, FL 33919, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

WITNESSETH:

1. In consideration of the benefits to be derived from the project, Grantor waives the right to any compensation from the Grantee and hereby grants, donates, and transfers to the Grantee, its successors and assigns, the use of a perpetual public easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees and assigns, are granted ingress and egress and the right, privilege, and authority to construct, replace, renew, extend and maintain a public roadway traffic signal, signalization equipment including overhead signal pole, and appurtenances, to be located on, under, across, and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said signal system within the easement.

3. The Grantor may not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the constructed improvements will remain in the Grantee, Grantee's successors, appointees and/or assigns.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities,

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

Grant of Traffic Signal Easement

Project: College Parkway & Riverwalk Park, Project #6713

Page 2

6. Grantor, its heirs, successors or assigns, will indemnify and hold the Grantee harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by Grantor in violation of paragraph 3. within the above easement, resulting from the required activities of the Grantee for any construction, maintenance or repairs to the signal system located within the above-described easement.

7. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements resulting from use of the access to property described in Exhibit "A" or the Grant of Perpetual Traffic Signal Easement construction, maintenance, or repairs located within the easement will be restored, to the extent reasonably practicable, by the Grantee, to the condition in which it existed prior to the damage. The completed work includes, but not be limited to, restoring or replacing sod, mailboxes, driveways, sprinkler systems, and landscaping. COUNTY agrees to coordinate each activity contemplated within the easement area in advance with the manager of the U.S. Postal Service, so as not to interfere with Postal Service operations.

8. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

9. THIS AGREEMENT is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Riverwalk Orthopaedic Partnership, a Florida general Partnership, OWNER, has caused this document to be signed on the date first above written.

ORIGINAL DOCUMENTS RETAINED IN  
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BY BOARD ACCEPTANCE.

TWO SEPARATE WITNESSES:

[Signature]

1st Witness Signature

J. R. Kendrick, Sr  
Printed name of 1st Witness

[Signature]  
2nd Witness Signature

S B Collins MD  
Printed name of 2nd Witness

STATE OF Florida  
COUNTY OF Lee

Riverwalk Orthopaedic Partnership a  
Florida general Partnership

By: [Signature]  
Name \_\_\_\_\_ Date \_\_\_\_\_

LARRY EISENFELD 12/14/04  
Printed Name  
Title: General Partner

Corporate Seal

The foregoing instrument was acknowledged before me this 14 day of December, 2004, by  
Larry Eisenfeld MD of Riverwalk Orthopaedic Partnership,  
(name of officer or agent and title)

a Florida general Partnership on behalf of the corporation. He/she is personally known to me or  
who has produced personally known as identification.

[Signature]  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)



**Exhibit "A"**

September 24, 2004

Page 1 of 2DESCRIPTION

**TRAFFIC SIGNAL EASEMENT  
LOT 3, RIVERWALK MEDICAL PARK  
15-45-24-39-00000.0030  
SECTION 15, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 15, Township 45 South, Range 24 East, Lee County, Florida, being a part of Lot 3 as shown on the plat of Riverwalk Medical Park as recorded in Plat Book 50 at Pages 1 through 4, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said Lot 3 run N 86° 19' 06" W along the south line of said Lot 3, also being the northerly right-of-way line of College Parkway (100 feet wide) for 190.41 feet; thence run N 89° 55' 54" W continuing along said lot line and right-of-way line for 51.11 feet to a point of curvature; thence run northwesterly along the arc of said curve, being along the south line of said Lot 3 and departing the northerly right-of-way line of College Parkway along the northeasterly curved right-of-way line of Riverwalk Park Boulevard to the right of radius 45.00 feet (delta 14° 28' 35") (chord bearing N 82° 41' 53" W) (chord 11.34 feet) for 11.37 feet to the Point of Beginning.

From said Point of Beginning continue along said curve northwesterly to the right of radius 45.00 feet (delta 04° 58' 55") (chord bearing N 72° 58' 08" W) (chord 3.91 feet) for 3.91 feet; thence run S 88° 57' 35" E departing said curved lot line and right-of-way line for 3.76 feet; thence run S 01° 02' 25" W for 1.08 feet to the Point of Beginning.

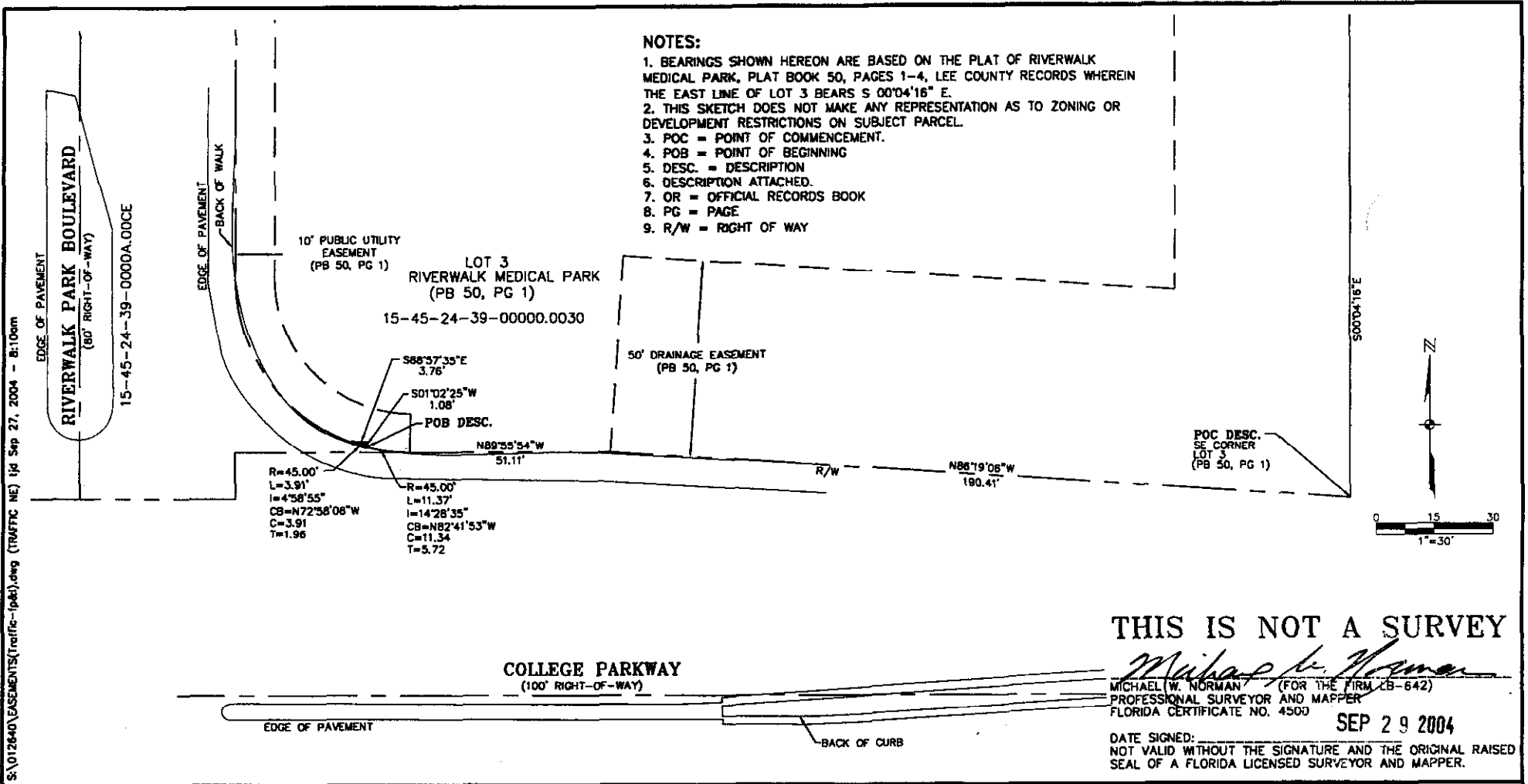
Parcel contains 2 square feet, more or less.

Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the plat of Riverwalk Medical Park as recorded in Plat Book 50 at Pages 1 through 4, Public Records of Lee County, Florida wherein the east line of said Lot 3 bears S 00° 04' 16" E.

Michael W. Norman (for the Firm LD-642)  
Professional Land Surveyor  
Florida Certificate No. 4500

20033986 Lot 3 TS Easement 092404



S:\012640\EASEMENTS\traffic-1p4e).dwg (TRAFFIC ME) [td Sep 27, 2004 - 8:10am

THIS IS NOT A SURVEY

*Michael W. Norman*  
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500  
 SEP 29 2004

DATE SIGNED:  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Division of County Lands**

**Ownership and Easement Search**

Search No. 15-45-24-39-00000.0030

Date: September 16, 2004

Parcel: 200

Project: College Parkway/Riverwalk Park Blvd.  
Signalization, Project 6713

To: Michael J. O'Hare, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant



STRAP: 15-45-24-39-00000.0030

Effective Date: ~~August 8, 2004~~ <sup>11/1/2005</sup> *JSB*, at 5:00 p.m.

**Subject Property:** See Exhibit "A" attached.

Title to the subject property is vested in the following: Riverwalk Orthopaedic Partnership, a Florida general partnership.

By that certain instrument dated September 5, 1991, recorded September 9, 1991, in Official Record Book 2245, Page 1817, Public Records of Lee County, Florida.

**Easements:**

None found of record affecting subject parcel.

*Mtg 4557/2003*  
*Assignment of Rents 4557/2040*  
*UCC 4557/2048*

Note (1): Resolution of the Board of County Commissioners for modification of quarter section line setbacks, recorded in Official Record Book 1905, Page 2678, Public Records of Lee County, Florida.

Note (2): Resolution of the Board of County Commissioners for rezoning, recorded in Official Record Book 1951, Page 3028, Public Records of Lee County, Florida.

Note (3): Declaration of Covenants, Conditions and Restrictions for Riverwalk, recorded in Official Record Book 2245, Page 1725, as supplemented by instrument recorded in Official Record Book 2245, Page 1762, Public Records of Lee County, Florida.

Note (4): Matters as shown or stated on the Plat of Riverwalk Medical Park, recorded in Plat Book 50, Pages 1-4, Public Records of Lee County, Florida.

Note (5): Notice of Development Order, recorded in Official Record Book 2321, Page 731, Public Records of Lee County, Florida.

Note (6): Declaration of Covenants and Restrictions for Riverwalk Medical Park Association, Inc., recorded in Official Record Book 2327, Page 4737, as re-recorded in Official Record Book 2333, Page 2429 and Official Book 2384, Page 252, Public Records of Lee County, Florida.

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**Division of County Lands****Ownership and Easement Search**

Search No. 15-45-24-39-00000.0030

Date: September 16, 2004

Parcel: 200

Project: College Parkway/Riverwalk Park Blvd.  
Signalization, Project 6713

Note (7): Notice of Development Order Approval, recorded in Official Records Book 2394, Page 1640, Public Records of Lee County, Florida.

Note (8): Mortgage executed by Riverwalk Orthopaedic Partnership, a Florida general partnership in favor of Sun Bank, of Lee County, National Association dated July 9, 1993, recorded July 12, 1993, in Official Record Book 2404, Page 3218, as assigned to NationsBank, N.A., by instrument recorded in Official Book 3007, Page 699; modified by Receipt for Future Advances recorded in Official Record Book 3007, Page 703 and by Mortgage Modification and Consolidation Agreement recorded in Official Record Book 3007, Page 706, Public Records of Lee County, Florida.

Note (9): Conditional Assignment of Leases, Rents and Profits between Riverwalk Orthopaedic Partnership and Sun Bank of Lee County, recorded in Official Record Book 2404, Page 3226, as assigned to NationsBank, N.A., by instrument recorded in Official Record Book 3007, Page 699, Public Records of Lee County, Florida.

Note (10): Financing Statement between Riverwalk Orthopaedic Partnership (Debtor), and Sun Bank of Lee County (Secured Party), recorded in Official Record Book 2404, page 3231, as assigned to NationsBank, N.A., by instrument recorded in Official Record Book 3007, Page 699, Public Records of Lee County, Florida.

Note (11): Second Mortgage executed by Riverwalk Orthopaedic Partnership, a Florida general partnership in favor of Sun Trust, Southwest Florida, dated January 15, 1997, recorded January 16, 1997, as assigned to NationsBank, N.A., by instrument recorded in Official Record Book, 3007, Page 701 and modified by instrument recorded in Official Record Book 3007, Page 706, Public Records of Lee County, Florida.

Note (12): Conditional Assignment of Leases, Rents and Profits between Riverwalk Orthopaedic Partnership and SunTrust Bank, Southwest Florida, recorded in Official Record Book 2782, Page 3037, and assigned to NationsBank, N.A., by instrument recorded in Official Record Book, 3007, Page 701, Public Records of Lee County, Florida.

Note (13): Financing Statement between Riverwalk Orthopaedic Partnership (Debtor), and Sun Trust Bank, Southwest Florida (Secured Party), recorded in Official Record Book 2782, Page 3042 and assigned to NationsBank, N.A., by instrument recorded in Official Record Book 3007, Page 701, Public Records of Lee County, Florida.

**Tax Status:** <sup>2004</sup> 2003 Taxes have been paid in full.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

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**Division of County Lands****Ownership and Easement Search**

Search No. 15-45-24-39-00000.0030

Date: September 14, 2004

Parcel: 200

Project: College Parkway/Riverwalk Park Blvd.  
Signalization, Project 6713**Schedule X**

Parcel 200

Project: College Parkway/Riverwalk Park Blvd. Signalization, Project 6713

Search No. 15-45-24-39-00000.0030

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