

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030359

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 141, a perpetual waterline utility easement, which is necessary to provide and maintain essential municipal service, facilities and improvements in accordance with the Cottage Point Waterline Municipal Service Benefit Unit; approve payment in the amount of \$250; authorize the Division of County Lands to handle and accept all documentation necessary; authorize payment of necessary costs to close.

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

WHAT ACTION ACCOMPLISHES: Approval of the Requested Motion will provide for the acquisition of the property without the need for the Board to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 3

C6B

3. MEETING DATE:

04-08-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125.01(1)(a)
- ORDINANCE 98-25
- ADMIN. _____
- OTHER RSN 02-08-42

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director *[Signature]*

7. BACKGROUND: The Board of County Commissioners created the Cottage Point Waterline MSBU on August 13, 2002, when it adopted Resolution Number 02-08-42. The principal purpose of the project is to provide and maintain essential municipal service, facilities and improvements for the residents of Cottage Point Subdivision, located off Summerlin Road. The cost of this acquisition and project improvements will be assessed proportionately against benefitted property owners.

The owner of Parcel 141, Suzanne Slingsby, has agreed to convey the subject easement to the County for \$250. This parcel was not appraised. The \$250 is based upon a reasonable amount to facilitate a real property transfer. The project is to also pay costs to close of less than \$50.

The original Grant of Perpetual Public Waterline Utility Easement is being retained by the office of County Lands and will be recorded upon approval of this acquisition by the Board of County Commissioners. There remains 3 more properties for which easement conveyances to the County are required for the completion of the project.

Considering the costs associated with condemnation proceedings, staff recommends the Board accept this voluntary settlement.

Funds are available in Account Number: 80715335283.506511

Staff Recommends Board approve the Requested Motion.

Attachments: Easement Purchase Agreement
Easement Grant (Copy)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>3/26/03</i>				G County Manager
					OA	OM	RISK	GC	
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 3-25-03	<i>[Signature]</i> 3/26/03	<i>[Signature]</i> 3/26/03	<i>[Signature]</i> 3/26	<i>[Signature]</i> 3-26-03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/25/03*
Time: *2:00 pm*
Forwarded To: *Co. 4019*
3/25/03 4PM

RECEIVED BY
CO. ADMIN. *TD*
3-26-03
8:00
CO. ADMIN. *BH*
REC'D TO: *BH*
3/27 9:10

Parcel: 141/Slingsby
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0370

EASEMENT PURCHASE AGREEMENT

No later than

April 15th

This Agreement made and entered into this _____ day of _____
SUZANNE SLINGSBY, whose address is 13161 Cajuput Drive, Fort Myer
referred to as Owner, and **LEE COUNTY**, a political subdivision of the Sta
benefit of said County, hereinafter referred to as Purchaser.

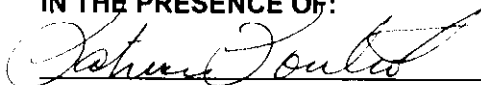
Agenda. Same day.

Whereas, Purchaser requires a perpetual, non-exclusive utility easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the construction and maintenance of municipal services, facilities and improvements.


- a) Owner will grant said easement to Purchaser for the sum of \$250; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of a perpetual easement in form and substance as provided by Purchaser.
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 60 days of the execution and acceptance of this Easement Purchase Agreement and the Perpetual Easement instrument by Purchaser.
- d) Owner agrees that Purchaser, its successors and assigns will be allowed to use said perpetual easement area as specified in the Perpetual Easement instrument.
- e) Purchaser agrees to complete construction within the easement area in a timely manner.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

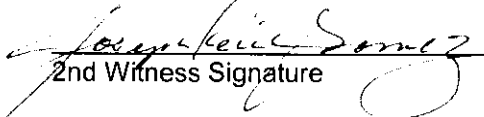
**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



1st Witness Signature



SUZANNE SLINGSBY, Owner



2nd Witness Signature

ATTEST:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

Exhibit "A"
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 141
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0370

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

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this ___ day of _____, 20___, by and between **SUZANNE SLINGSBY**, Owner, whose address is 13161 Cajuput Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, Grantor hereby grants, bargains, sells and transfers to the Grantee, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within 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 facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The facilities located within said public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-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 covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said 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.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. 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 Grantee while acting within the scope of the official'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.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, SUZANNE SLINGSBY, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF TWO WITNESSES:

COPY

Joseph Keith Gomez
1st WITNESS Signature

Suzanne Slingsby
SUZANNE SLINGSBY, Grantor

Joseph Keith Gomez
Printed name of 1st Witness

Patricia Poulet
2nd WITNESS Signature

PATRICIA POULET
Printed name of 2nd Witness

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 21st day of MARCH, 2003, by
SUZANNE SLINGSBY, who is personally known to me or has
(name of person acknowledged)
produced FL Driver License (9121) as identification.
(type of identification)

(SEAL)



Joseph Keith Gomez
Commission # CC 924702
Expires April 3, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Joseph Keith Gomez
Signature of Notary Public
Joseph Keith Gomez
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

COPY

Exhibit "A"
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COPIES

Division of County Lands

Ownership Only Search

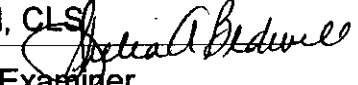
Search No. 22341

Date: December 10, 2002

Parcel: 141

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0370

Effective Date: November 28, 2002, at 5:00 p.m.

Subject Property: Lot 37, Block G, Cottage Point Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 133 and according to the map or plat attached to that deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, and said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226.

Title to the subject property is vested in the following:

Suzanne Slingsby

by that certain instrument dated May 7, 1999, recorded June 9, 1999, in Official Record Book 3128, Page 2608, Public Records of Lee County, Florida.

Note (1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book, 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

Note (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2334, Page 133, Public Records of Lee County, Florida.

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.
(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.