

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

Blue Sheet No. 20030961

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcel 168, contingent upon the acquisition of three remaining easements, for the Cottage Point Waterline Municipal Services Benefit Unit; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #:

C6D

3. MEETING DATE:

09-02-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125.01(1)(g)
- 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

[Handwritten signature]

7. BACKGROUND:

Negotiated for: MST/BU Services

Interest to Acquire: Perpetual Waterline Utility Easement

Property Details (The Owner's property is not included in the Cottage Point MSBU.)

Owner: Cottage Point Recreational Association, Inc., a Florida non-profit corporation
Address: C/O Dorothy W. Canan, 13201 Point Breeze Drive, Fort Myers, 33908
STRAP No.: 02-46-23-02-00000.00CE

Purchase Details

Purchase Price: The Owner has agreed to donate the necessary easement to Lee County.
Costs to Close: Approximately \$100

Appraisal Information: The easement interest was not appraised.

Staff Recommendation: The acquisition of the easement interest will allow the County to connect the proposed Cottage Point waterline improvements to an existing waterline and avoid Eminent Domain. Staff recommends that the Board approve the Requested Motion, contingent upon the acquisition of the necessary adjacent easements.

Account: 80715310400.506511

Attachments: Easement Grant (Copy), Ownership Data and Location Map

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	DM	RISK	GC	
<i>K. Forsyth</i>			<i>[Signature]</i>	<i>John Hudson 8-14-03</i>	<i>CPA 8/18/03</i>	<i>DM 8/18/03</i>	<i>RISK 8/18/03</i>	<i>GC 8/18/03</i>	<i>HS 8/21/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtt:
Date: *8/14/03*
Time: *3:48 pm*
Forwarded To:
*Co. Adm.
8/14/03 4PM*

RECEIVED BY
COUNTY ADMIN: *TD*
8/15 10:00
COUNTY ADMIN
FORWARDED TO: *HS*
8/20 11:00

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: Association/148
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-00000.00CE

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 **COTTAGE POINT RECREATIONAL ASSOCIATION, INC.**, a Florida non-profit corporation, Owner, whose address is 13100 Cajuput Drive, Fort Myers, FL 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 the 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.

Cottage Point Recreational

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

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

Robert J. Winters
1st WITNESS Signature

Robert J. WINTERS
Printed name of 1st Witness

Loretta Winters
2nd WITNESS Signature

Loretta Winters
Printed name of 2nd Witness

COTTAGE POINT RECREATIONAL ASSOCIATION, INC.,
a Florida non profit corporation

By: Leroy N. Fose
LEROY N. FOSE, President

Attested By: Lois M. Fose
Lois M. Fose, Secretary

(Corporate Seal)

STATE OF New York
COUNTY OF Niagara

The foregoing instrument was acknowledged before me this 31 day of July, 2003
by, **LEROY N. FOSE**, President of COTTAGE POINT RECREATIONAL ASSOCIATION, INC., a Florida non-profit
corporation, on behalf of the corporation. He is personally known to me or has produced Florida Drivers
license as identification.

(SEAL)



Susan Wilson
(Signature of Notary)

(Name typed, printed or stamped) SUSAN WILSON
(Title or Rank) No. 01WI5081835
(Serial Number, if any) Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 07/14/03

CONF

(The remainder of this page is intentionally left blank.)

1st WITNESS Signature

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

COTTAGE POINT RECREATIONAL ASSOCIATION, INC.,
a Florida non-profit corporation

By: Natalie F. Reed
Natalie F. Reed, Vice-President

COPY

STATE OF Maine
COUNTY OF Oxford

The foregoing instrument was acknowledged before me this 19th day of June, 2003
by, **NATALIE F. REED**, Vice-President of COTTAGE POINT RECREATIONAL ASSOCIATION, INC., a Florida non-
profit corporation, on behalf of the corporation. He is personally known to me or has produced _____
_____ as identification.

(SEAL)

Penny S. Duguay
(Signature of Notary)

Penny S. Duguay
(Name typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

MY COMMISSION EXPIRES 4/9/2006

The following Board members have affixed their signatures below in support of the conveyance of the Grant of Public Perpetual Waterline Utility Easement, as described herein.

Darlene Cook-Bandy, Treasurer

Donald Bandy, Trustee

Helen Grushon, Trustee

Elinor M. Barker, Trustee

Grant of Perpetual Public Utility Easement

Page 4

Project: Cottage Point MSBU

1st WITNESS Signature

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

COTTAGE POINT RECREATIONAL ASSOCIATION, INC.,
a Florida non-profit corporation

By: _____
Natalie F. Reed, Vice-President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by, **NATALIE F. REED**, Vice-President of COTTAGE POINT RECREATIONAL ASSOCIATION, INC., a Florida non-
profit corporation, on behalf of the corporation. He is personally known to me or has produced _____
_____ as identification.

(SEAL)

(Signature of Notary)

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

The following Board members have affixed their signatures below in support of the conveyance of the Grant of Public
Perpetual Waterline Utility Easement, as described herein.

Darlene Cook-Bandy, Treasurer
Darlene Cook-Bandy, Treasurer

Donald Bandy
Donald Bandy, Trustee

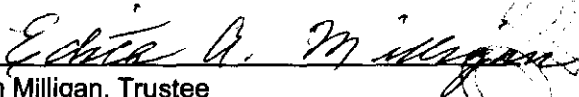
Helen Grushon
Helen Grushon, Trustee

Elinor M. Barker
Elinor M. Barker, Trustee

Grant of Perpetual Public Utility Easement

Page 5

Project: Cottage Point MSBU



Edith Milligan, Trustee

COPY

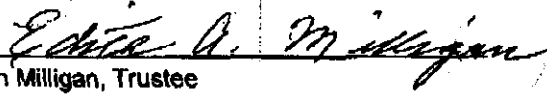
Isabel L. Buck, Trustee

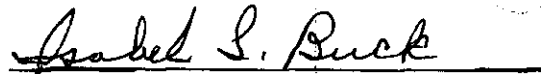
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Grant of Perpetual Public Utility Easement

Page 5

Project: Cottage Point MSBU


Edith Milligan, Trustee


Isabel L. Buck, Trustee

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Grant of Perpetual Public Utility Easement

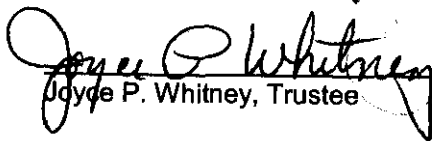
Page 6

Project: Cottage Point MSBU


Mary Lee Ballou, Trustee


Catherine M. Noyes, Trustee

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Joyce P. Whitney, Trustee

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Parcel: Association
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-00000.00CE

Exhibit "A"
(Cottage Point)

The Roads and Roadways fronting Lot 49, 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.

Division of County Lands

Ownership Only Search

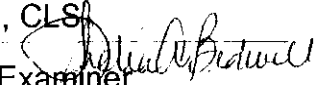
Search No. 22364

Date: December 12, 2002

Parcel: 164

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-02-0000.00CE

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

Subject Property: Lots 46, 47, 48 and 49, Block G, in Cottage Point Subdivision, according to the plat thereof, recorded in Plat Book 9, Page 133, of the Public Records of Lee County, Florida, and according to the map or plat attached to the deed recorded in Deed Book 259, at Pages 222 and 223, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Cottage Point Recreational Association, Inc., a Florida non-profit corporation

by that certain instrument dated April 19, 1960, recorded April 26, 1960, in Official Record Book 5, Page 346, 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): Temporary Construction Agreement to Lee County, recorded in Official Record Book 2131, Page 3204, Public Records of Lee County, Florida.
- Note (3): Perpetual Utility Easement Grant and Indemnity Agreement to Lee County, recorded in Official Record Book 2131, Page 3207, Public Records of Lee County, Florida.
- Note (4): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1051, Public Records of Lee County, Florida.

Tax Status: No taxes are assessed to this parcel.

(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.

Florida Department of State Division of Corporations

www.sunbiz.org

Public Inquiry

Florida Non Profit

COTTAGE POINT RECREATIONAL ASSOCIATION, INC.

PRINCIPAL ADDRESS
 C/O DOROTHY W CANAN
 13201 POINT BREEZE DR
 FORT MYERS FL 33908
 Changed 03/28/2003

MAILING ADDRESS
 C/O DOROTHY W CANAN
 13201 POINT BREEZE DR
 FORT MYERS FL 33908
 Changed 03/28/2003

Document Number
700688

FEI Number
592349145

Date Filed
03/30/1960

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
CANAN, DOROTHY W 13201 POINT BREEZE DR FT. MYERS FL 33908
Name Changed: 04/01/2002
Address Changed: 04/01/2002

Officer/Director Detail

Name & Address	Title
FOSE, LERON 13200 POINT BREEZE DR FT. MYERS FL 33908	P
REED, NATALIE 13171 CAJUPUT DR	VP

FORT MYERS FL 33908	
GRUSHON, HELEN 13101 POINT BREEZE DR FT. MYERS FL 33908	T
FOSE, LOIS M 13200 POINT BREEZE DR FT MYERS FL 33908	S
BANDY, DONALD 13121 POINT BREEZE DR FT. MYERS FL 33908	T
COOK-BANDY, DARLENE F 13121 POINT BREEZE DR FT. MYERS FL 33908	T

Annual Reports

Report Year	Filed Date
2001	01/29/2001
2002	04/01/2002
2003	03/28/2003

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No Events

No Name History Information

Document Images

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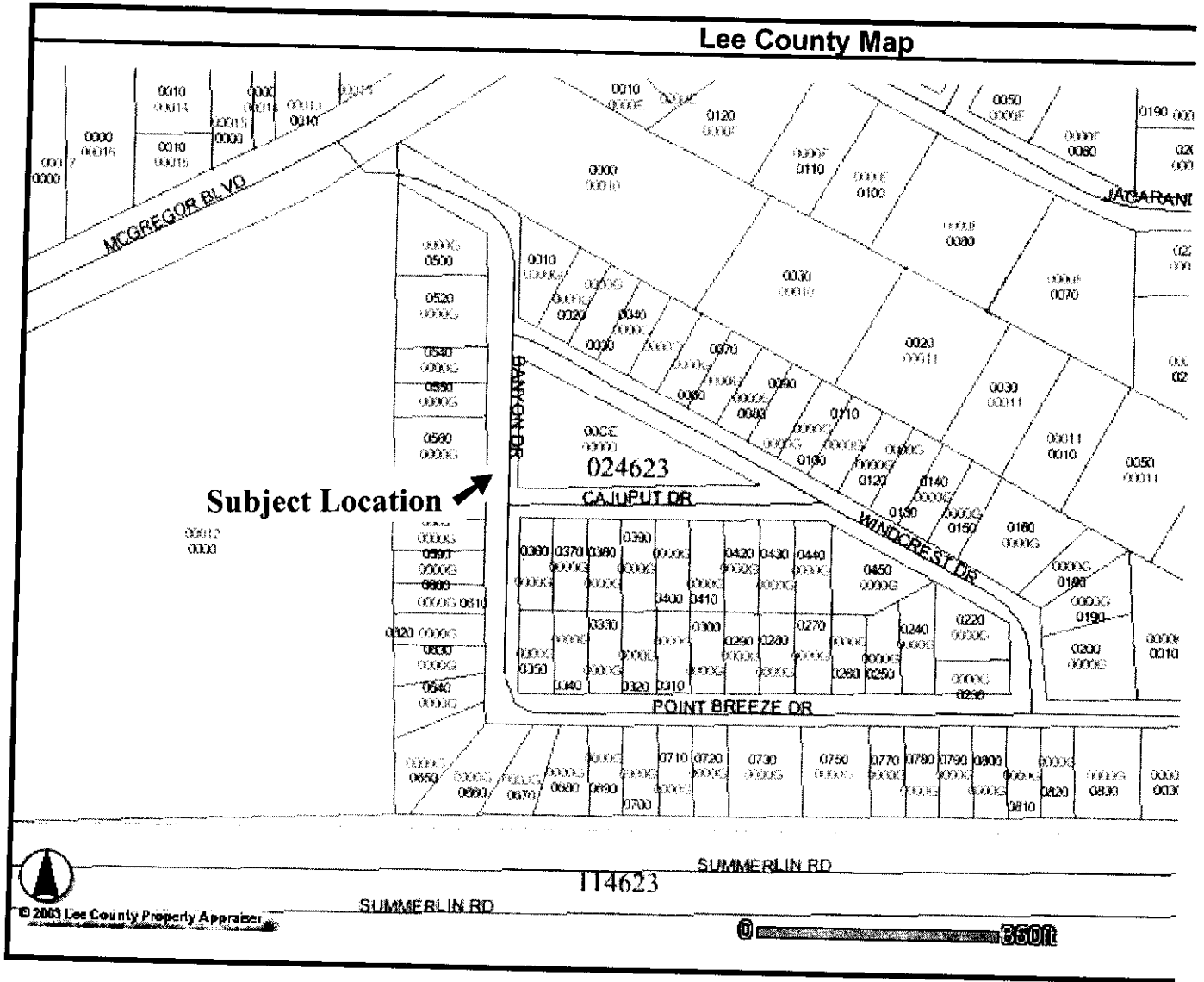
03/28/2003 -- ANN REP/UNIFORM BUS REP
04/01/2002 -- COR - ANN REP/UNIFORM BUS REP
01/29/2001 -- ANN REP/UNIFORM BUS REP
04/05/2000 -- ANN REP/UNIFORM BUS REP
03/31/1999 -- ANNUAL REPORT
06/03/1998 -- ANNUAL REPORT
01/24/1997 -- ANNUAL REPORT
02/26/1996 -- 1996 ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry

Corporations Help

Lee County Map



Subject Location

114623



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350ft