

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

Blue Sheet No. 20031000

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcel 167, a Perpetual Waterline Utility Easement, 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 #: 3

C6B

3. MEETING DATE:

09-09-2003

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

[Handwritten signatures]

7. BACKGROUND:

Negotiated for: MST/BU Services

Interest to Acquire: Perpetual Waterline Utility Easement

Property Details

Owner: Tanger Properties Limited Partnership, a North Carolina limited partnership
Address: 3200 Northline Avenue, Suite 360, Greensboro, North Carolina, 27408
STRAP No.: 02-46-23-00-00012.0000

Purchase Details

Purchase Price: **The Tanger Properties Limited Partnership is not a benefitting owner within the Cottage Point MSBU and has agreed to donate the necessary easement to Lee County.**
Costs to Close: Approximately \$50

Appraisal Information: The easement interest was not appraised.

Staff Recommendation: The acquisition of this easement and the successful closing of three adjacent easements will complete the acquisition requirements and allow the County to proceed with the proposed project. Staff recommends that the Board approve the Requested Motion.

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 <i>MST/BU</i>	E County Attorney	F Budget Services			G County Manager
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>[Signature]</i>
					<i>8/21/03</i>	<i>8/21/03</i>	<i>8/21/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/21/03*
Time: *11:48 am*
Forwarded To:
Co. Adm.
8/21/03 1PM

RECEIVED BY
COUNTY ADMIN: *EW*
8-21-03
1:35
COUNTY ADMIN
FORWARDED TO:
8/21/03

This Instrument Prepared by:

DIVISION OF COUNTY LANDS
P.O. BOX 398
FORT MYERS, FL 33902-0398

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, is made and entered into this 14th day of August, 2003, between **TANGER PROPERTIES LIMITED PARTNERSHIP**, a North Carolina limited partnership authorized to do business in Florida, Owner, whose address is 3200 Northline Avenue, Suite 360, Greensboro, NC 27408, 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".

BACKGROUND

Grantor is the owner of certain real property in Lee County, Florida, consisting of approximately 23 acres ("Grantor's Property"), a portion of which is designated as the Easement Area (as hereinafter defined). Currently located on Grantor's property is an existing waterline which has sufficient and adequate capacity ("Capacity") and sufficient and adequate pressure ("Pressure") for Grantor's use as of the date hereof. The grant of this easement is conditioned upon and subject to Grantee's agreement that Grantee's use of the easement shall not result in a diminution in either the Capacity or the Pressure.

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 and transfers to the Grantee, its successors and assigns, a non-exclusive, perpetual, public utility easement situated in Lee County, Florida, on the real property located and described as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference (the "Easement Area").

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 (the "Facilities"), to be located on, under, above, across, through and within the Easement Area, with the additional right, privilege and authority to remove, replace, repair and enlarge said Facilities within the Easement, Area 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 Facilities.

3. The Facilities located within the Easement Area will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public water utility service provided that the Capacity and the Pressure are not diminished in comparison to that which exist as of the date hereof. Houses, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed in the Easement Area at any time, present or future, by Grantor, or its heirs, successors or assigns. Provided however, Grantor, its successors and assigns, reserve the right to full and exclusive use of the Easement Area including above surface, sub-surface and surface use that does not unreasonably interfere with the easement and the rights granted herein, including the right to build and use the surface of the herein granted easement for other utilities, drainage ditches, driveways, walks, gardens, lawns, planting or parking areas, and other like uses. Grantee covenants and agrees that the 6' high concrete wall located in the Easement Area does not obstruct or impair the Grantee's use and enjoyment of its rights under this easement.

4. Nothing herein shall be deemed to be a gift or dedication to or for the general public, it being the intent that the Grantor shall retain fee simple title to the Easement Area, and that this easement shall be strictly limited to and for the purposes contained herein. Title to the Facilities will remain in the Grantee, Grantee's successors, appointees, and/or assigns. Provided however, that at such time as Grantee shall cease to use the Easement Area for the purposes herein stated, then the easement and rights and privileges herein granted shall automatically terminate.

5. The easement granted herein is subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights-of-way, easements and encumbrances properly of record or as shown by an accurate survey, if any, and current year ad valorem taxes. Grantor covenants that it is lawfully seized and possessed of the Easement Area and has good and lawful right and power to grant the easement described herein.

6. Grantee, by accepting the easement and the rights granted herein covenants and agrees that it (1) shall construct and maintain the Facilities and perform its work in the Easement Area in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances and regulations ("Laws"); (2) shall not bring onto the Easement Area any substance in violation of applicable environmental Laws (3) shall perform its work at such time and in such manner as to not unreasonably interfere with the use of Grantor's property adjoining the Easement Area by the Grantor, its invitees and guests; and (4) shall immediately restore the surface of the Easement Area to substantially the same condition as it existed prior to the Grantee's work.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death to the extent 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 over paved roadways as such exist from time to time across Grantor's property for the purpose of reaching the Easement Area. Any damage to Grantor's property or improvements thereon, as the result of such access to the described Easement Area or the construction, maintenance, or repairs located within the Easement Area shall be restored, by Grantee, to the condition in which it existed prior to the damage.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for water utility purposes only. Grantee acknowledges and agrees that Grantor's grant of the easement as set forth herein is

conditioned upon and subject to the Grantee connecting the proposed Cottage Point subdivision waterline improvements to the 10" waterline servicing the Grantor's property, as well as to the 10" water main located within the John Morris Road right-of-way.

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

11. Notwithstanding anything contained herein to the contrary, this Grant of Perpetual Public Waterline Utility Easement shall automatically terminate and be of no force and effect unless properly recorded in the land records of Lee County, Florida on or before November 30, 2003.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

COPY

Tanger Properties Limited Partnership, a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: [Signature]

Name: Stanley K. Tanger

Title: Chairman of the Board
Chief Executive Officer

[Signature]
Witness Signature
Wendy Johnson
(Type/Print Name of Witness)

[Signature]
Witness Signature
Bobbie Gillespie
(Type/Print Name of Witness)

(SEAL)

STATE OF NORTH CAROLINA)
))
COUNTY OF GUILFORD))

SS:

The foregoing instrument was acknowledged before me this 14th day of August, 2003, by Stanley K. Tanger as Chairman of the Board and Chief Executive Officer of Tanger GP Trust, the sole general partner of **Tanger Properties Limited Partnership**, a North Carolina limited partnership, on behalf of said limited partnership. He personally appeared before me, is personally known to me or produced Stanley K. Tanger as identification.

Notary: [Signature]
Print Name: Ruth L. Burke
Notary Public, State of North Carolina
My commission expires: May 14, 2007

[NOTARIAL SEAL]

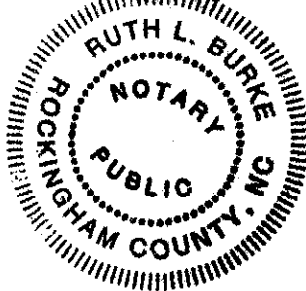


Exhibit "A"

Description of the Easement Area

Ink
Engineering

A Division of
LBFH, Inc.

JULY 31, 2003
JOB # 02-7027
FILE # 02-7027SK1

SHEET 1 OF 2

CIVIL
AGRICULTURAL
WATER RESOURCES
WATER & WASTEWATER
TRANSPORTATION
SURVEYING & MAPPING
GIS

DESCRIPTION: UTILITY EASEMENT

A TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 23 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE WEST LINE OF BLOCK G, COTTAGE POINT, AN UNRECORDED SUBDIVISION AS SHOWN IN DEED BOOK 259, PAGE 224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT COMMON TO LOTS 58 AND 59 LYING ON THE WEST LINE OF SAID BLOCK G; THENCE N.01°00'10"W. ALONG SAID WEST LINE FOR 7.50 FEET; THENCE S.88°59'50"W. FOR 5.00 FEET TO A POINT ON THE EASTERLY LINE OF A WATER PIPELINE EASEMENT AS RECORDED IN O.R. 2387, PAGE 2256 OF SAID PUBLIC RECORDS; THENCE S.01°00'10"E. ALONG SAID EASTERLY LINE FOR 15.00 FEET; THENCE N.88°59'50"E. FOR 5.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK G; THENCE N.01°00'10"W. ALONG SAID WEST LINE OF BLOCK G FOR 7.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 75 SQUARE FEET MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

"Partners for Results
Value by Design"


GORDON D. MEIERS
PROFESSIONAL LAND SURVEYOR
FL. CERTIFICATE NO. 2858

1400 Colonial Blvd., Suite 31
Fort Myers, FL 33907
(239) 931-0455
Fax: (239) 931-0456
www.lbfh.com

SKETCH (NOT A SURVEY)

UTILITY EASEMENT
 A PARCEL OF LAND LYING IN
 SECTION 11, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA

DATE	7/31/03
SCALE	1"=30'
DRAWN	CP
CHECK	
APPROVED	

Ink Engineering
 CONSULTING CIVIL ENGINEERS
 SURVEYORS & MAPPERS
 "Partners For Results"
 A Division of LBFH, Inc.
 Value By Design
 1400 Colonial Blvd., Suite 31, Fort Myers, Florida 33907
 (941) 931-0455 Fax: (941) 931-0456
 BPR & FBPE License No: 959
 www.lbfh.com

JOB NO.:
 02-7027

REFER TO ATTACHED DESCRIPTION

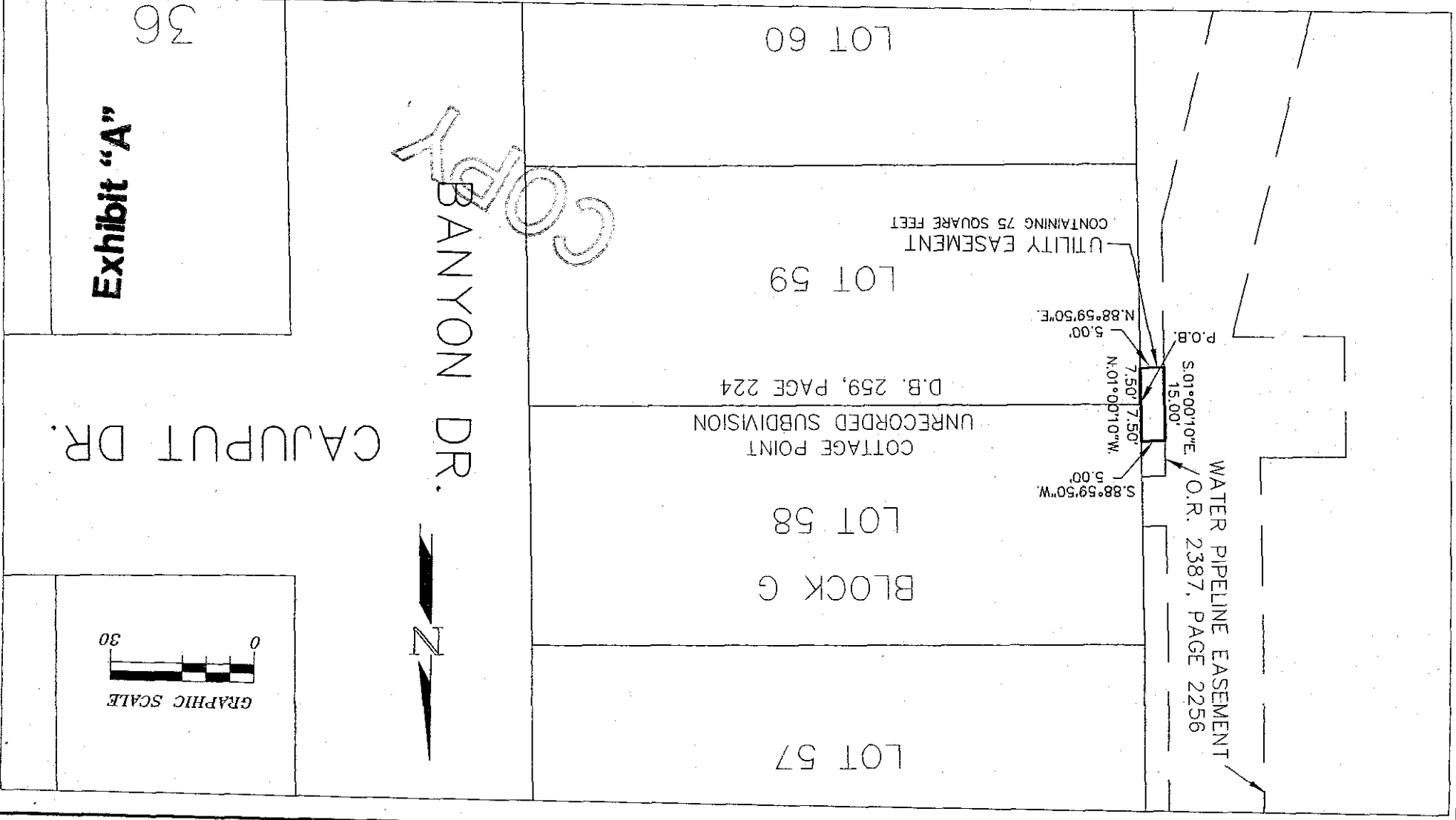
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF RECORD. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF BLOCK G COTTAGE POINT UNRECORDED SUBDIVISION, AS SHOWN IN D.B. 259, PAGE 224, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING N.01°00'10"W.

SHEET 2 OF 2

LEGEND

D.B.
 DEED BOOK
 P.O.B.
 POINT OF BEGINNING
 O.R.
 OFFICIAL RECORD BOOK

GORDON D. MEERS, FOR THE FIRM
 PROFESSIONAL LAND SURVEYOR
 FL CERTIFICATE NO. 2858



CAJUPUT DR.

"A," Exhibit

36

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

Search No. 02-46-23-00-00012.0000

Date: July 25, 2003

Parcel: 167

Project: Cottage Point Waterline MSBU Project
No. CPMSBUTo: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt *KMP*
Real Estate Title Examiner

STRAP: 02-46-23-00-00012.0000

Effective Date: June 17, 2003, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Tanger Properties Limited Partnership (a North Carolina Limited Partnership)

By that certain instrument dated July 31, 1998, recorded July 31, 1998, in Official Record Book 2993, Page 3829, Public Records of Lee County, Florida.

Easements:

- ✓ 1. Subject to an easement granted to the Florida Power and Light Company, recorded in Official Record Book 1344, Page 1819, Public Records of Lee County, Florida. *N/A*
- ✓ 2. Subject to an easement granted to Florida Power and Light Company, recorded in Official Record Book 1344, Page 1822, Public Records of Lee County, Florida. *N/A*
- ✓ 3. Subject to a Exclusive and Perpetual Water Pipeline Easement granted to Florida Cities Water Company, recorded in Official Record Book 2387, Page 2256, Public Records of Lee County, Florida. *to Lee Co. D.N. Cross*
- ✓ 4. Subject to an Access Road Easement Grant recorded in Official Record Book 2404, Page 139, Public Records of Lee County, Florida. *Does Not Cross*
- ✓ 5. Subject to an Agreement for the Delivery and Use of Reclaimed Effluent Water, recorded in Official Record Book 2455, Page 261, Public Records of Lee County, Florida. *Lee County*
- ✓ 6. Subject to a Perpetual Utility Easement Grant and Indemnity Agreement, recorded in Official Record Book 2455, Page 271, Public Records of Lee County, Florida. *Lee County*
- ✓ 7. Subject to an easement granted to the Florida Power and Light Company, recorded in Official Record Book 2470, Page 2578, Public Records of Lee County, Florida. *D.N. Cross*
- ✓ 8. Subject to an easement granted to the Florida Power and Light Company, recorded in Official Record Book 3136, Page 2665, Public Records of Lee County, Florida. *D.N. Cross*
- ✓ 9. Subject to a Perpetual Utility Easement Grant recorded in Official Record Book 3138, Page 880, Public Records of Lee County, Florida. *to Lee County - Does Not Cross*

NOTE(1): Subject to Notice of Commencements, recorded in Official Record Book 3743, Page 3224; Official Record Book 3903, Page 1987 and Official Record Book 3950, Page 4392, all in the Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 02-46-23-00-00012.0000

Date: July 25, 2003

Parcel: 167

Project: Cottage Point Waterline MSBU Project
No. CPMSBU

- ✓ NOTE(2): Subject to Resolution No. 2-85-143 adopted by the Lee County B.O.C.C., recorded in Official Record Book 1928, Page 1917, Public Records of Lee County, Florida.
- ✓ NOTE(3): Subject to a Notice of Development Order, recorded in Official Record Book 2275, Page 72, Public Records of Lee County, Florida.
- ✓ NOTE(4): Subject to Lee County Ordinance No. 86-14 relating to garbage and ~~solid waste~~ collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status:\$458,008.69 paid on November 23, 2002 for tax year 2002.

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

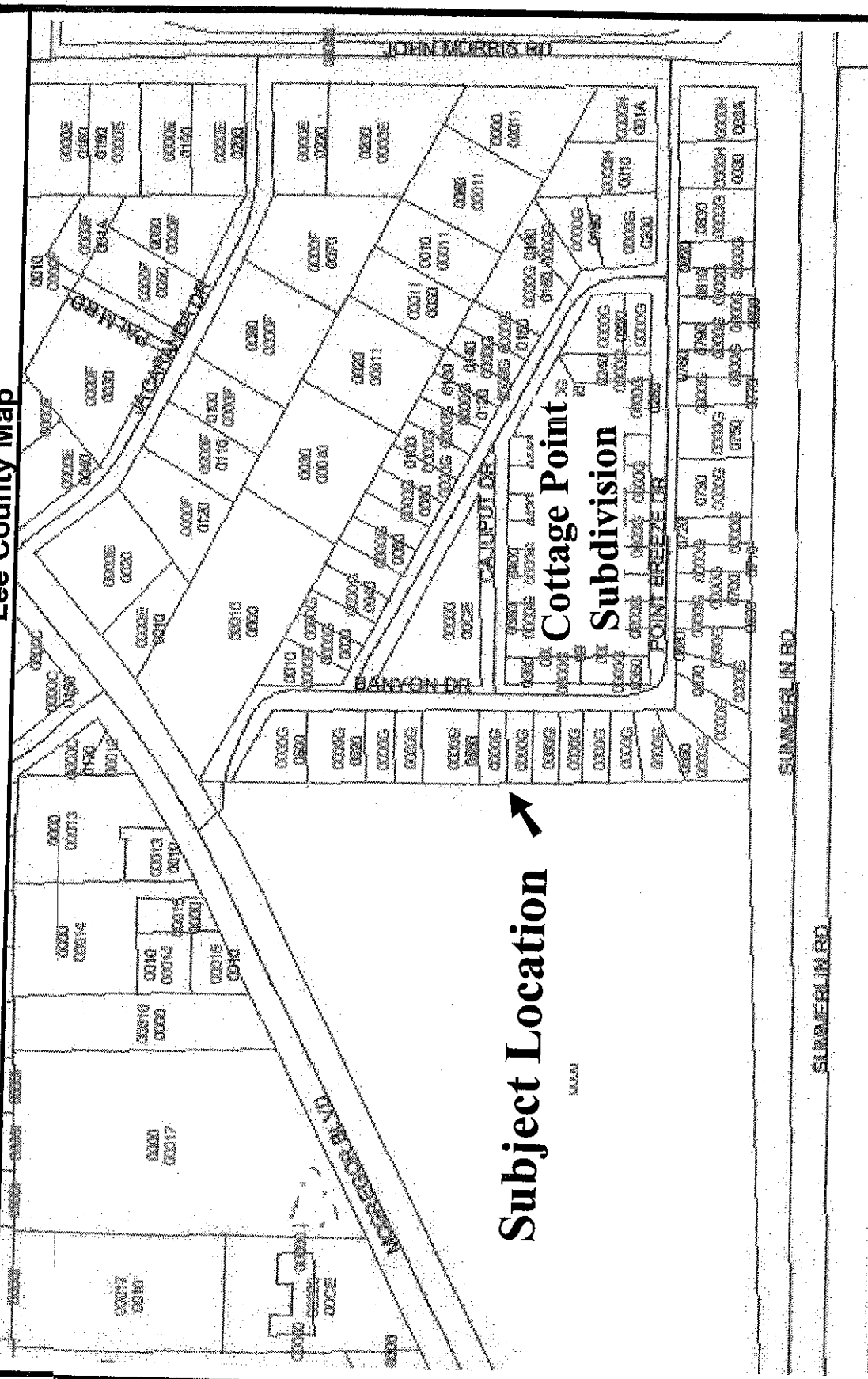
The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Lee County Map

Subject Location



Cottage Point Subdivision



© 2010 Lee County Property Appraiser

00000	00000	00000	00000	00000
00010	00020	00030	00040	00050
00060	00070	00080	00090	00100
00110	00120	00130	00140	00150
00160	00170	00180	00190	00200

