

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

Blue Sheet No. 20060179

1. ACTION REQUESTED/PURPOSE: Authorize (1) Approval Easement Purchase Agreement for the Acquisition of Parcel 101, San Carlos Golf Course Reuse Waterline Project No. 7255, in the amount of \$1,000; (2) payment of costs to close; (3) the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquisition of easement for replacement of old reuse line to San Carlos Park Golf Course.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6 CLD		5. Meeting Date: 03-14-2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance _____	Department Independent <i>M. Lee</i>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	Division County Lands
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	By: Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On		

9. Background:
Negotiated for: Lee County Utilities

Interest to Acquire: A ten foot wide perpetual reclaimed wastewater distribution easement.

Property Details:
Owner: Lee Ann Spooner, surviving spouse of Ray C. Spooner
Address: 18025 Cypress Point Road, Fort Myers, FL 33912
STRAP No. 17-46-25-14-00002.0270

Purchase Details:
Purchase Price: \$1,000
Costs to Close: Estimated to be \$1,000, to include obtaining voluntary subordination of mortgages.

Appraisal Information:
 The property owner has agreed to accept \$1,000 prior to obtaining an appraisal. The easement interest has not been appraised.
Staff Recommendation: Considering the costs of obtaining an appraisal for \$1,200 and condemnation proceedings estimated to be \$3,000 - \$5,000, excluding easement value, Staff recommends the Board approve the action requested.

Account: Funds are available in Account No. 20725548730.506110

Attachments: Easement Purchase Agreement, Easement, Location Map, Title Data

10. Review for Scheduling:							County Manager/P.W. Director
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services		
<i>KLF</i>	N/A	N/A	<i>CLD</i>	<i>CLD</i>	Analyst	Risk	Grants
			<i>2/16/06</i>		<i>2/21/06</i>	<i>2/21/06</i>	<i>2/22/06</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: *CLD*

2-21-06

10:50

COUNTY ADMIN FORWARDED TO: *CLD*

2-22-06

9am

Rec. by CoAtty

Date: *2/21/06*

Time: *1:10pm*

Forwarded To: *CLD*

2/21/06 9:41

Parcel: 101
Project: San Carlos Golf Course Reclaimed Water Line, Project 7255
STRAP No.: 17-46-25-14-00002.0270

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this 2 day of FEB, 2006, by and between **LEE ANN SPOONER, surviving spouse of Ray C. Spooner**, whose address is 18025 Cypress Point, Fort Myers, FL 33912, hereinafter referred to as Owner, and **LEE COUNTY**, a political subdivision of the State of Florida, for the use and benefit of said County, hereinafter referred to as Purchaser.

Whereas, Purchaser requires a perpetual, nonexclusive Reclaimed Wastewater/Water Distribution Easement located and described as set forth in Exhibit "B". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the San Carlos Golf Course Reclaimed Water Line, Project 7255.

- a) Owner will grant said easement to Purchaser for the sum of \$1,000.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of the Non-exclusive Reclaimed Wastewater/Water Distribution Easement in form and substance set forth in Exhibit "A".
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 60 days of the acceptance of this Easement Purchase Agreement by Purchaser.
- d) Owner agrees that Purchaser, its successors and assigns will be allowed to use said easement area as specified in the Easement document attached as Exhibit "A".
- 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:**

Owner: Lee Ann Spooner

John T. Fite
1st Witness Signature
Chris R. Spill
2nd Witness Signature

By: *Lee Ann Spooner*

ATTEST:

**LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

By: _____

APPROVED AS TO LEGAL FORM

Office of County Attomey

This Instrument Prepared by:

Property Acquisition Agent
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Parcel: 101
Project: San Carlos Golf Course Reclaimed Water Line,
Project 7255
STRAP No.: 17-46-25-14-00002.0270

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

EXHIBIT A

GRANT OF PERPETUAL RECLAIMED WASTEWATER DISTRIBUTION EASEMENT

This INDENTURE, made and entered into this 2 day of FEBRUARY, 2009 between **Lee Ann Spooner, surviving spouse of Ray C. Spooner**, Owner, whose address is 18025 Cypress Point Road, Fort Myers, Florida 33912 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. For and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, **GRANTOR** hereby grants and transfers to the **GRANTEE**, its successors and assigns, the use of a perpetual reclaimed wastewater utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached.

2. **GRANTEE**, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend a reclaimed water distribution system, together with, but not limited to, all necessary service connections, and appurtenances, with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or other improvements which may affect the operation of lines, mains and/or facilities. The facilities to be installed and maintained by **GRANTEE** shall in all cases be installed underground and, further, that no structure or other device shall be installed above ground by **GRANTEE** without the prior written approval of **GRANTOR**.

3. The distribution system will not be limited to any particular diameter size or type and/or number of connections to other reclaimed water lines for providing reclaimed wastewater to this and any adjacent properties. The total area of this public utility easement is to be reserved for utility lines, mains, or facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will

not be constructed upon or placed in this easement, at any time, present or future, by **GRANTOR**, or its heirs, successors or assigns.

4. Title to the reclaimed wastewater system constructed hereunder 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, utilities, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, **GRANTORS** covenant that they are lawfully seized and possessed of the described real property (Exhibit "B"), 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, **GRANTORS** 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.

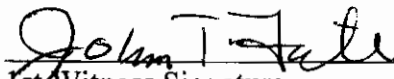
6. **GRANTOR**, its heirs, successors or assigns, will indemnify and hold the **GRANTEE** harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by **GRANTOR** in violation of paragraph 3. within the above easement, which result from the required activities of the **GRANTEE** for any construction, maintenance or repairs to the utilities 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 (Exhibit "B") 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 or the construction, maintenance, or repairs located within the above-described easement will be restored by the County, to the condition in which it existed prior to the damage.

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

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

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



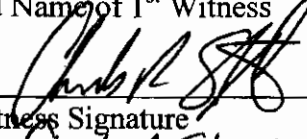
1st Witness Signature

Jo Ann T. Forte

Printed Name of 1st Witness



GRANTOR: Lee Ann Spooner



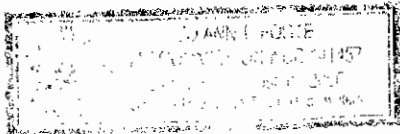
2nd Witness Signature

Charles R. Stizel

Printed Name of 2nd Witness

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of February,
2006, by Lee Ann Spooner. She is personally known to me or has produced Florida
Driver License as identification.
(type of identification)



JoAnn T. Forte
(Signature of Notary Public)

JoAnn T. Forte
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Parcel: 101
Project: San Carlos Golf Course Reclaimed Water Line, Project 7255
STRAP No.: 17-46-25-14-00002.0270

EXHIBIT "B"

A parcel of land situated in Lee County, Florida being more particularly described as follows:

The Southeasterly Ten (10) feet of Lot 29, Block 2, SAN CARLOS PARK GOLF COURSE ADDITION, a subdivision according to the plat thereof as recorded in Plat Book 23, Pages 70 through 75 in the Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search


Search No. 17-46-25-14-00002.0270

Date: January 25, 2006

Parcel: 101

Project: San Carlos Park Golf Course Reuse
Water Line, Project 7255

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

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 17-46-25-14-00002.0270

Effective Date: December 22, 2005, at 5:00 p.m.

Subject Property: Lots 27, 28 and 29, Block 2, San Carlos Park Golf Course Addition, a subdivision according to the plat thereof as recorded in Plat Book 23, Pages ;70 through 75 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Lee Ann Spooner, surviving spouse of Ray C. Spooner, Jr., deceased

By that certain instrument dated February 18, 1993, recorded February 22, 1993, in Official Record Book 2363, Page 1199, Public Records of Lee County, Florida.

Easements:

1. Six foot utility easement along the rear property line and along the southerly boundary of Lot 29, as shown on recorded plat of the subdivision.
2. Six foot easements along the perimeter of each building plot, as described in Declaration of Restrictive Covenants recorded in Official Record Book 476, Page 316, Public Records of Lee County, Florida.
3. Grant of Easement to Gulf Utility Company, recorded in Official Record Book 1645, Page 2060, Public Records of Lee County, Florida.

NOTE (1): Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (2): Quit-claim Deed to Lee County, conveying utility easements, recorded in Official Record Book 2728, Page 155, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Ray C. Spooner, Jr. and Lee Ann Spooner, husband and wife in favor of Washington Mutual Bank, FA dated November 26, 2002, recorded December 19, 2002, in Official Record Book 3802, Page 829, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 17-46-25-14-00002.0270

Date: January 25, 2006

Parcel: 101

Project: San Carlos Park Golf Course Reuse
Water Line, Project 7255

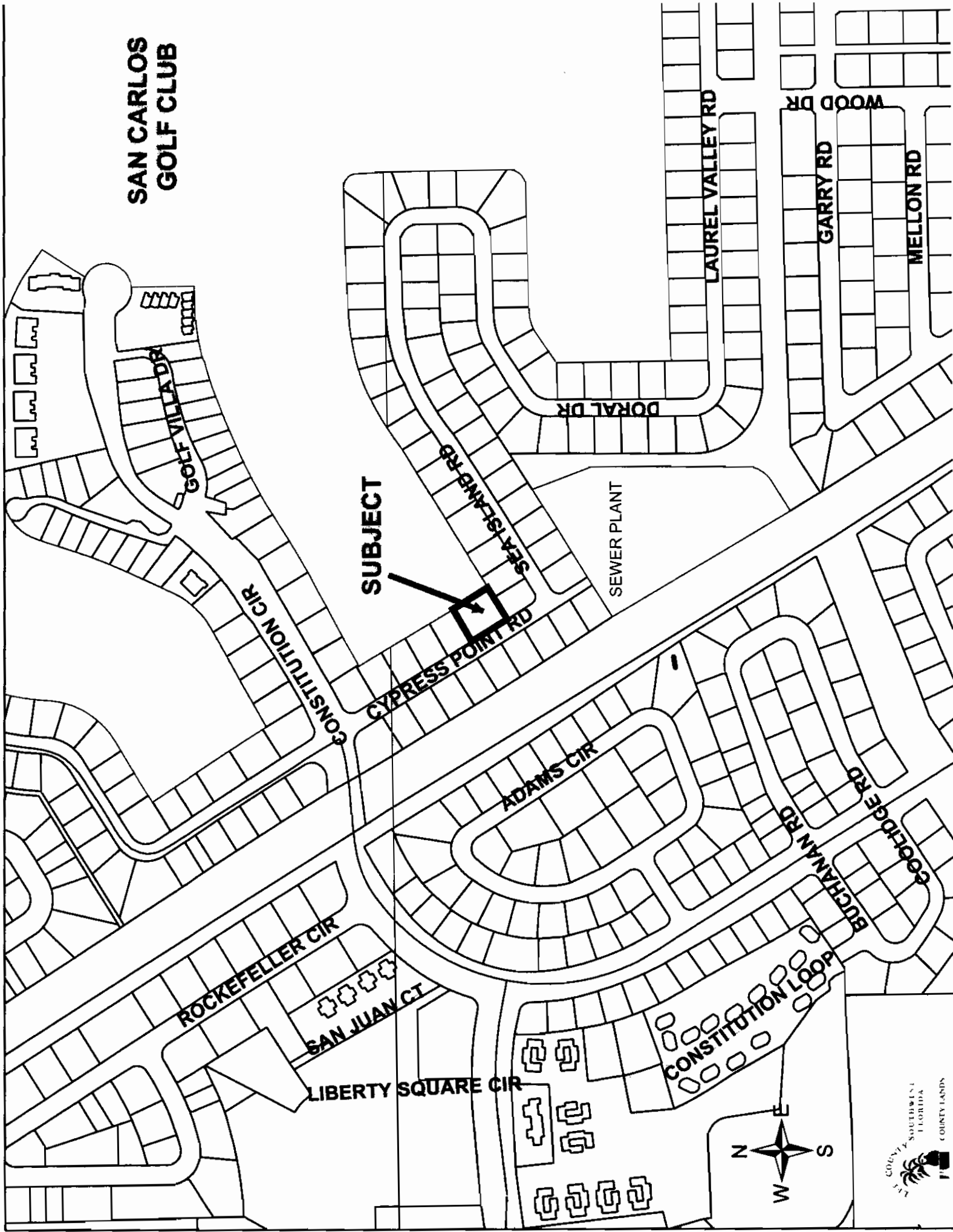
NOTE (4): Mortgage executed by Ray C. Spooner, Jr. and Lee Ann Spooner, husband and wife in favor of Suncoast Schools Federal Credit Union dated January 19, 2004, recorded February 11, 2004, in Official Record Book 4196, Page 207, Public Records of Lee County, Florida.

NOTE (5): Last Will and Testament of Raymond C. Spooner, Jr., recorded as Instrument number 2005000021229; Letters of Administration recorded as Instrument number 2005000021230; Affidavit of Continuous Marriage recorded as Instrument number 2005000056514; Affidavit of No Florida Estate Tax Due, recorded as Instrument number 2005000056515; and Order Determining Homestead Real Property, recorded as Instrument number 2005000192790, Public Records of Lee County, Florida.

Tax Status: 2005 taxes paid 12/19/2005 in the amount of \$1,391.76.
(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.

**SAN CARLOS
GOLF CLUB**



SUBJECT

SEWER PLANT

