

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020752

1. REQUESTED MOTION:

ACTION REQUESTED: Approve reconveyance of a property originally donated for a perpetual utility easement located in Section 22, Township 45 South, Range 25 East; authorize Chairman on behalf of the Board of County Commissioners to execute County Deed; authorize County Lands Division to handle and complete all documentation necessary to finalize this transaction.

WHY ACTION IS NECESSARY: The current property owners have requested the return of this easement in accordance with F.S. 255.22. Board execution of the county deed is necessary to transfer a county interest in the property.

WHAT ACTION ACCOMPLISHES: Extinguishes the county's easement in property.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

C6D

3. MEETING DATE:

07-09-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 255.22
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND:

In June 1992 a 20' wide easement for a sanitary sewer easement was granted to Lee County by Six Mile Investment, Inc. The easement was recorded in the Public Records at O.R. 2315, Page 1433 and is part of the parcel identified by STRAP 22-45-25-01-0000A.0010. The current owner, Worthington of Renaissance, LLC, is requesting this easement be reconveyed.

Florida Statute 255.22 authorizes the County to reconvey property donated for a specific purpose if a request is received from an adjacent owner, and the County has not used the property for such purpose for a period of sixty (60) consecutive months. County Staff has reviewed this request and determined the easement has not been used, nor are there plans to use this property. Therefore the statutory requirements for reconveyance have been met and it is appropriate to relinquish the public interest in the easement to the current property owner.

Staff recommends the Board approved the Requested Motion.

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
<i>K. Forsyth</i>	N/A	N/A		<i>[Signature]</i>	QA <i>[Signature]</i> 6/25/02	OM <i>[Signature]</i> 6/25/02	RISK <i>[Signature]</i> 6/26	GC <i>[Signature]</i> 6/26	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by ComAtty
Date: 6/24/02
Time: 12:00 Noon
Forwarded To:
Admin
6/25/02 9:30

RECEIVED BY
COUNTY ADMIN. *TD*
6/25 11:30
COUNTY ADMIN.
FORWARDED TO:
6/26 200 BL

From: Thom Osterhout
To: McNeill, Michele
Date: 6/19/02 4:02PM
Subject: Re: Reconveyance of Utility Easement (O.R.2315/1433) - Danport Commercial Site/Renaissance of Worthingto

Michele, Lee County Utilities (LCU) has not constructed, improved, maintained or used the property for the purpose set forth in the easement for a period of 60 consecutive months, nor has the easement been identified during the 60-month period in a comprehensive plan or other public facilities plan for use. Thanks for your help in this matter.

>>> Michele McNeill 06/19/02 10:20AM >>>
Thom,

As we discussed this morning, the letter dated 2/20/02 from Terry Kelly, Utilities Engineer Tech III does not clearly indicate that this request meets the criteria under FS255.22.

In order to document that this reconveyance meets the criteria of the statute, I'm going to need a memo from Utilities effectively stating that the county has not constructed, improved, maintained or used the property for the purpose set forth in the easement for a period of 60 consecutive months, nor has the easement been identified during the 60-month period in a comprehensive plan or other public facilities plan for use.

As soon as I receive the memo, it will be included in the blue sheet package to be routed with the reconveyance document. If you can get this to me this week I expect the item will be scheduled before the BOCC on July 9, otherwise it will likely be slated for the August 6 meeting, as there are several consecutive meetings canceled in July.

Thank you.

Michele S. McNeill, SR/WA
Property Acquisition Agent
Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398
mmcneill@leegov.com
Phone 239-479-8505
FAX 239-479-8391

CC: Russell.schropp@henlaw.com

Trying to
Make 7-9-02
BOCC Agenda

HENDERSON FRANKLIN

ATTORNEYS AT LAW • FOUNDED 1924

HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

1715 Monroe Street (33901)
Post Office Box 280
Fort Myers, FL 33902-0280

Telephone: (941) 334-4121
Facsimile: (941) 334-4100

Island Medical & Business Center
1648 Periwinkle Way, Suite B
Sanibel, FL 33957

Telephone: (941) 472-6700
Facsimile: (941) 472-5129

Laurie H. Anton
Charles J. Basina
J. Matthew Belcastro
Thomas P. Clark
Randall J. Cohen
Richard A. Collman
Michael J. Corso
Holly A. Davis
Carolyn Delizia
Craig Ferrante
David K. Fowler
Albert M. Frierson

Steven C. Goddard
Thomas H. Gunderson
Grace Gutierrez
Ernest H. Hatch, Jr.
Heather W. Hawkins
Stephen L. Helgemo
Harold N. Hume, Jr.
Carlos A. Kelly
Theresa M. Kolish
Jeffrey D. Kottkamp
Jennifer L. Kratochvil
Keith R. Kyle

Alane C. Laboda
John W. Lewis
Jason R. Maughan
Cora C. Molloy
Denis H. Noah
John A. Noland
James L. Nulman
Michael A. Pohl
J. Terrence Porter
John F. Potanovic, Jr.
Michael T. Reese
Andrew L. Ringers, Jr.

Russell P. Schropp
Robert C. Shearman
Seth S. Sheitelman
Daniel W. Sheppard
Ronald W. Smalley
Eugene H. Smith
Tricia A. Spivey
Vicki L. Sproat
Bruce M. Stanley, Sr.
J. Eric Stiffler
Douglas B. Szabo
Randal H. Thomas
Guy E. Whitesman

02 APR 16 AM 9:27
LEE CO. ATTORNEY

April 16, 2002

Joan Henry, Esq.
Assistant County Attorney
2115 Second Street
Fort Myers FL 33901

RE: Release of Utility Easement Pursuant to Section 255.22, Fla. Stat.
Danport Commercial Site
Renaissance of Worthington LLC

Dear Joan:

As a follow-up to our telephone conversation this morning, pursuant to Section 255.22, Fla. Stat., please accept this letter as a formal request for release of that certain Perpetual Utility Easement Grant conveyed to Lee County in 1992 and recorded at OR Book 2315, Page 1433, a copy of which is attached. It is my understanding that our engineer has spoken with Thom Osterhout at Lee County Utilities and he concurs with our assessment that the easement has never been used for the purpose for which it was granted and is surplus. Accordingly, it appears the County has failed to use the easement for a period exceeding 60 months, as specified in the statute.

It is my understanding from reading the statute that a quitclaim deed is the appropriate instrument of conveyance for the release. The owner of land adjoining the easement to whom the deed should be granted is Worthington of Renaissance LLC, a Florida limited liability company, 6150 Diamond Centre Court, Building 1300, Fort Myers, FL 33912.

Joan Henry, page 2
April 16, 2002

Thank you for your kind attention to this matter. Please keep me posted on your progress in processing this request.

Sincerely,



Russell P. Schropp

/rs
enc

cc: Scott Connell
Thom Osterhout
Mark McCleary
Tom Gunderson

19.50
60

This Instrument Prepared By:
DEPT. OF LEE COUNTY UTILITIES,
P.O. Box 398, Fort Myers, FL
33902

3237694

60

PERPETUAL UTILITY EASEMENT GRANT

AND
INDEMNITY AGREEMENT

By: M. Robinson Deputy Clerk
LEE COUNTY

THIS INDENTURE, made and entered into this 4th day of June,
1992, between SIX MILE INVESTMENT, INC. Owner,
hereinafter referred to as GRANTOR, and LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of ONE DOLLAR (\$1.00) 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 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 granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations, and appurtenances to be located on, under, across and through the easement which is located on the property described (Exhibit "A") 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.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service 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 shall not be constructed upon or placed in this easement, at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to the utilities constructed hereunder shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

RECORD VERIFIED - SHARLENE GREEN, CLERK
BY: MARY JO ROBINSON, D.C.

OR2315 Pg1433

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, GRANTORS covenant that they are lawfully seized and possessed of the described real property (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, 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, shall 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 results from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE shall indemnify, save harmless and defend GRANTOR against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of GRANTEE, its agents, consultants, employees or contractors in the execution of any work performed pursuant to this easement, or in consequence of any negligence or carelessness in guarding the same, and agrees to assume any related costs.

8. GRANTEE shall have a reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (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 or the construction, maintenance, or repairs located within the above-described easement shall be restored, by the County, to the condition in which it existed prior to the damage.

9. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, SIX MILE INVESTMENT, INC., Owner has caused this document to be signed on the date first above-written.

[Signature]
1st Witness
Casal J. Parker
2nd Witness

OWNER/CORPORATION:
SIX MILE INVESTMENT, INC.
By: Ronald W. York
Title: Vice President

DR2315 Pg 1434

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

Ronald W. York as an Officer of
BEFORE ME, personally appeared Six Mile Investment, Inc.,
GRANTOR, to me well known and known to me to be the person described in and who
executed the foregoing instrument, and acknowledged to and before me that they
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4th day of June,
1992.

Brooke E. Paddock,
NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires:

July 17, 1995
CC728168

OR2315 Pg1435

(OFFICIAL SEAL)

ATTEST
CHABLEE GREEN, CLERK
By: Shirley E. Rast
DEPUTY CLERK

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
FOR THE CHAIRMAN

6/24/92

DATE

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE COUNTY ATTORNEY

OR 2315 PG 1436

CHARLIE GREEN LEE CTY FL

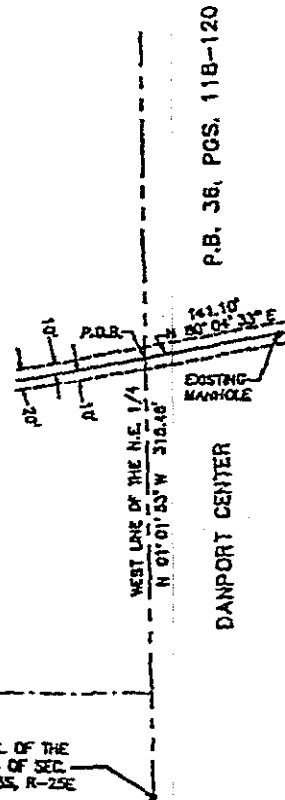
92 JUL 22 PM 12:30

EXHIBIT "A"

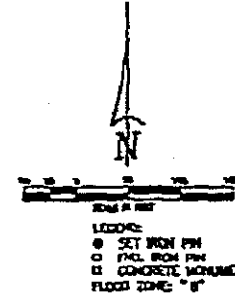
DESCRIPTION: Sanitary Sewer Easement

A sanitary sewer easement running over and across the Northeast Quarter (N.E. 1/4) of Section 22, Township 45 South, Range 25 East, Lee County, Florida. Said easement to be 20 feet in width lying 10 feet each side of the following described centerline:

Commencing at the Southwest corner of the Northeast Quarter (N.E. 1/4) of said Section 22; thence run N.01°01'53"W. along the West line of the Northeast Quarter (N.E. 1/4) of said Section 22 for 315.48 feet to the point of beginning of the herein described centerline; thence run N.80°04'33"E. for 141.10 feet to the terminus of the herein described centerline.



EASEMENT SKETCH OF
PART OF THE N.E. 1/4
SECTION 22
TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA



LEGEND:
● SET IRON PIN
○ TYP. IRON PIN
□ CONCRETE MONUMENT
FLOOD ZONE: "B"

- SURVEY NOTES:
- 1: BASE OF BEARINGS SHOWN HEREIN TAKEN FROM THE NORTH R/W LINE OF DANIELS ROAD ASSUMED TO BEAR S 89°25'18" W.
 - 2: NOTES IN DANPORT CENTER.
 - 3: SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 4: THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREIN. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
 - 5: THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND HAS BEEN BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FIELD MONUMENTATION IN THE FIELD.
 - 6: UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
 - 7: REPRODUCTIONS OF THIS DRAWING ARE VOID UNLESS SEALED WITH SIGNERS EMBOSSED SURVEYOR'S SEAL.

SKETCH FOR:
SIX MILE INVESTMENT, INC.

CERTIFICATE
I HEREBY CERTIFY THAT THIS EASEMENT SKETCH WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM STANDARDS OF LAND SURVEYING IN THE STATE OF FLORIDA UNDER FLORIDA STATUTES, CHAPTER 472 AND CHAPTER 21, 114-8, "FLORIDA ADMINISTRATIVE CODES."

FILE NO. 443-2008-00000000
DATE: June 2, 1992

DATE: JUNE 2, 1992	JORGENSEN-HARRIS & ASSOC., INC. 2308 DE SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (813) 772-9608
--------------------	--

S.W. COR. OF THE
N.E. 1/4 OF SEC.
22, T-45S, R-25E

This Instrument Prepared by:

Lee County Division of County Lands
Post Office Box 398
Fort Myers, FL 33902-0398

STRAP No. part of 22-45-25-01-0000A.0010

THIS SPACE FOR RECORDING

COUNTY DEED

THIS DEED, executed this ___ day of _____, 2002 by LEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 Grantor, to WORTHINGTON OF RENAISSANCE, LLC, a Florida Limited Liability Company whose address is 6150 Diamond Centre Court, Building 1300, Fort Myers, FL 33912, Grantee.

Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT A

This transfer expressly includes any right or interest the county may hold under FS. 270.11 with respect to petroleum, phosphate, metal or minerals in, on or under the subject parcel.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described by virtue of the Perpetual Utility Easement Grant and Indemnity Agreement recorded in OR 2315, page 1433, and is not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

EXHIBIT A

A parcel of land running over and across the Northeast Quarter (N.E. 1/4) of Section 22, Township 45 South, Range 25 East, Lee County, Florida. Said lands to be 20 feet in width lying each side of the following described centerline:

Commencing at the Southwest corner of the Northeast Quarter (N.E. 1/4) of said Section 22; thence run N.01°01'53"W. along the West line of the Northeast Quarter (N.E. 1/4) of said Section 22 for 315.48 feet to the point of beginning of the herein described centerline; thence run N.80°04'33"E. For 141.10 feet to the terminus of the herein described centerline.