

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

Blue Sheet No. 20030875

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Easement Purchase Agreement for acquisition of Parcel 165, contingent upon the acquisition of three remaining easements for the Cottage Point Waterline Municipal Services Benefit Unit, in the amount of \$1,250; 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 #:

C6E

3. MEETING DATE:

08-12-2003

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

[Signature]

7. BACKGROUND:

Negotiated for: MST/BU Services

Interest to Acquire: Perpetual Waterline Utility Easement

Property Details (The Owners' property is not included in the Municipal Benefit Unit.)

Owner: Louis I. Williams and Anna Belle Williams
Address: 16870 Banyon Drive, Fort Myers, 33908
STRAP No.: 02-46-23-02-0000G.0580

Purchase Details (Costs will be assessed proportionately against benefitted property owners.)

Purchase Price: \$1,250
Costs to Close: Approximately \$50

Appraisal Information: The easement was not appraised. However, the purchase price is based upon a nominal value and a reasonable amount to facilitate a real property transfer.

Staff Recommendation: The purchase of this easement interest from the non-benefitting property owner 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: 8071531040u.506511

Attachments: Easement Purchase Agreement, 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 MST/BU	E County Attorney	F Budget Services <i>APM 7/31/03</i>				G County Manager
					OA	COM	RISK	GC	
<i>K. Forsyth</i>	<i>na</i>	<i>n/a</i>	<i>[Signature]</i>	<i>[Signature]</i> 7-28-03	<i>CP</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

7/28/03
3:00 PM
7/28/03
9:00 AM

RECEIVED BY
COUNTY ADMIN *TD*
7/28/03
COUNTY ADMIN
FORWARDED TO: *BT*
7/28/03

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 2003, by and between **LOUIS I. WILLIAMS, a/k/a LOUIS I. WILLIAMS, JR., and ANNA BELLE WILLIAMS**, as Tenants in Common, whose address is 6280 Hamilton Drive # 3, Fort Myers, Florida 33905, 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, 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.

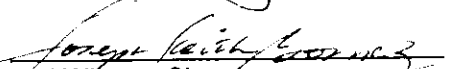
- a) Owner will grant said easement to Purchaser for the sum of \$1,250; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of a perpetual easement in form and substance as provided by Purchaser.
- c) 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) Owner agrees that the purchase of the easement, as provided herein, is subject to the successful acquisition of other easements not located on the Owner's property, which are necessary to conclude this project.
- f) 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



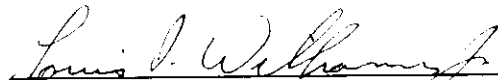
2nd Witness Signature



1st Witness Signature



2nd Witness Signature

BY: 

LOUIS I. WILLIAMS,
a/k/a LOUIS I. WILLIAMS, JR., Owner

BY: 

ANNA BELLE WILLIAMS, Owner

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

Exhibit "A"
(Cottage Point)

The southerly 6' of Lot 58, Block "G" and the respective 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:
DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 165
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0580

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 **LOUIS I. WILLIAMS, a/k/a LOUIS I. WILLIAMS, JR., and ANNA BELLE WILLIAMS, as Tenants in Common**, Owners, whose address is 6280 Hamilton Drive # 3, Fort Myers, Florida 33905, 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, Louis I. Williams & Anna Belle Williams Grantor, has caused this document to be signed on the date first above written.

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

Gene Armstrong
1st WITNESS Signature

Renee' Armstrong
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Gene Armstrong
1st WITNESS Signature

Renee' Armstrong
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness


Louis I. Williams, Jr.
LOUIS I. WILLIAMS, a/k/a LOUIS I. WILLIAMS, JR.,
Grantor

Anna Belle Williams
ANNA BELLE WILLIAMS, Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 3RD day of June, 2003, by
LOUIS I. WILLIAMS, a/k/a LOUIS I. WILLIAMS, JR., who is personally known to me or has produced _____
FL DL 361-0 as identification.
(type of identification) 361-0 FL 10-01-06

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

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

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 3RD day of June, 2003, by
ANNA BELLE WILLIAMS, who is personally known to me or has produced FL Driver License
as identification. 650-0 (type of identification)

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

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

Exhibit "A"
(Cottage Point)

The southerly 6' of Lot 58, Block "G" and the respective 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.

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

Search No. 02-46-23-02-0000G.0580

Date: July 24, 2003

Parcel: 166

Project: Cottage Point Waterline MSBU, Project No. CPMSBU

To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 02-46-23-02-0000G.0580

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

Subject Property: : Lot 58, Block G, Cottage Point Subdivision, according to the plat thereof recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and according to map contained in Deed Book 259, Page 222, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Louis I. Williams and Anna Belle Williams as tenants in common.

By that certain instrument dated March 15, 1995, recorded March 15, 1995, in Official Record Book 2583, Page 1767, Public Records of Lee County, Florida.

Easements:

1. Subject to an easement 6 feet in width each side of property line for public utilities as shown in map contained in a deed recorded in Deed Book 259, Page 222, Public Records of Lee County, Florida.
2. Subject to a perpetual sewer easements granted to Lee County over all roads as shown on the plat of "Cottage Point" (recorded in Plat Book 9, Page 133 and by a map contained in Deed Book 259, Page 222, Public Records of Lee County, Florida.) said easements recorded in Official Record Book 2413, Page 1051 and Official Record Book 2414, Page 1095, Public Records of Lee County, Florida.

NOTE(1): Subject property is not encumbered by a mortgage.

NOTE(2): 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.

NOTE(3): Subject to a Federal Tax Lien vs. Annie Williams in the sum of \$467.75, recorded in Official Record Book 1869 Page 2899, Public Records of Lee County, Florida.

NOTE(4): Subject to a Judgment vs. Annie Williams in the sum of \$882.80, recorded in Official Record Book 2575 Page 1574, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 02-46-23-02-0000G.0580

Date: July 24, 2003

Parcel: 166

Project: Cottage Point Waterline MSBU, Project No. CPMSBU

NOTE(5): Subject to a Judgment vs. Annie Williams in the sum of \$80.00, recorded in Official Record Book 2396 Page 2271, Public Records of Lee County, Florida.

NOTE(6) Subject to a Judgment vs. Annie Williams in the sum of \$4,724.50, recorded in Official Record Book 2332 Page 3791, Public Records of Lee County, Florida.

NOTE(7): Subject to a Judgment vs. Annie Williams in the sum of \$1,186.21, recorded in Official Record Book 2013 Page 2545, Public Records of Lee County, Florida.

Items 3, 4, 5, 6, 7 against Annie Williams. Affidavit of Non Identity attached.

*1
- 1/3
6/1/03*

Tax Status: \$1,090.62 paid on March 31, 2003 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.

500.

2561845

AFFIDAVIT OF NON-IDENTITY

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared ANNA BELLE WILLIAMS, who, after being duly sworn, deposes and says as follows:

OR2034

1. That she is the Anna Belle Williams who was a grantee in that certain Warranty Deed recorded at O. R. Book 1811, Page 4568, Public Records of Lee County, Florida, and a mortgagor in that certain Mortgage Deed recorded at O. R. Book 1811, Page 4570, Public Records of Lee County, Florida.

2. That she is not the "Annie Williams", defendant in that certain Final Judgment in favor of Fort Myers Bearing & Power Transmissions against Annie Williams and Perry Mahone, dated August 23, 1988, and recorded at O. R. Book 2013, Page 2545, Public Records of Lee County, Florida.

PG0194

3. That she is not the "Annie Williams", taxpayer in that certain Notice of Federal Tax Lien dated October 27, 1988, and recorded in O. R. Book 2027, Page 435, Public Records of Lee County, Florida.

4. That she is not the "Annie Williams", taxpayer in that certain Notice of Federal Tax Lien dated September 19, 1986, and recorded in O. R. Book 1869, Page 2894, Public Records of Lee County, Florida.

5. That she resides at 6280 Hamilton Drive, #3, Fort Myers, Florida, and has never resided at 2181 Mitchell Court, Fort Myers, Florida, or at 3701 Sabal Palms Boulevard, Apt. 68, Fort Myers, Florida.

FURTHER AFFIANT SAYETH NOT.

Anna Belle Williams

Sworn to and subscribed before me this
12th day of November 1988.

William H. ...
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 28, 1992
68988-1111 NOTARY PUBLIC UNDERWRITERS

Dec 5 4 27 PM '88

RECORDED & RETURNED TO
RECORDS SECTION
DEC 5 1988

