

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

**Blue Sheet No. 20030876**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Easement Purchase Agreement for acquisition of Parcel 166, 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 #:**

*C6F*

**3. MEETING DATE:**

*08-12-2003*

**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 *[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: Anne M. Smith and Christine A. DiSanto  
Address: 16880 Banyon Drive, Fort Myers, 33908  
STRAP No.: 02-46-23-02-0000G.0590

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 the 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: 80715 310400.506511 *CA*

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

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PUBLIC RESOURCES  
2003 JUL 28 AM 11:40

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				County Manager
			<i>MST/BU</i>		OA	OM	RISK	GC	
<i>K. Forsyth</i>	<i>mpa</i>	<i>mpa</i>	<i>[Signature]</i>	<i>[Signature]</i> 7-28-03	<i>CA</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

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by CO. ATTY.  
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2:00 PM  
CO. ATTY.  
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*[Signature]*  
*7/29 4:54 PM*

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COUNTY ADMIN: *TD*  
*7/28 9:00*  
COUNTY ADMIN  
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*[Signature]*  
*7/31 0*

Parcel:166/Smith & DiSanto  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0590

### EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **ANNE M. SMITH and CHRISTINE A. DISANTO**, Joint Tenants with Full Rights of Survivorship, whose address is 16880 Banyon Drive, Fort Myers, Florida 33908, 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.

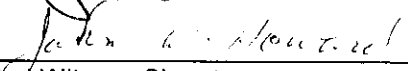
Whereas, Purchaser requires a perpetual, non-exclusive utility easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the construction and maintenance of municipal services, facilities and improvements.


- 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.

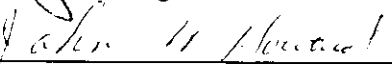
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

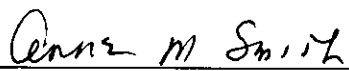
**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

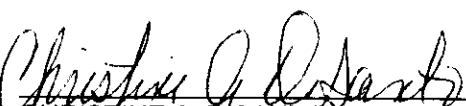
  
\_\_\_\_\_  
1st Witness Signature

  
\_\_\_\_\_  
2nd Witness Signature

  
\_\_\_\_\_  
1st Witness Signature

  
\_\_\_\_\_  
2nd Witness Signature

BY:   
\_\_\_\_\_  
ANNE M. SMITH, Owner

BY:   
\_\_\_\_\_  
CHRISTINE A. DISANTO, 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 northerly 6' of Lot 59, 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: 166  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0590

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 **ANNE M. SMITH and CHRISTINE A. DISANTO, Joint Tenants with Full Rights of Survivorship**, Owners, whose address is 16880 Banyon Drive, Fort Myers, Florida 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 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, \_\_\_\_\_, Grantor, has caused this document to be signed on the date first above written.

COPY

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

June Grant  
1st WITNESS Signature

Anne M. Smith  
ANNE M. SMITH, Grantor

June Grant  
Printed name of 1st Witness

John W. Howard  
2nd WITNESS Signature

John W. Howard  
Printed name of 2nd Witness

June Grant  
1st WITNESS Signature

Christine A. Disanto  
CHRISTINE A. DISANTO, Grantor

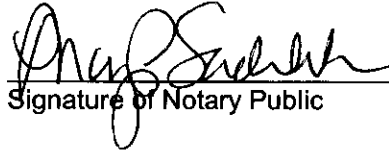
June Grant  
Printed name of 1st Witness

John W. Howard  
2nd WITNESS Signature

John W. Howard  
Printed name of 2nd Witness

STATE OF DELAWARE  
COUNTY OF SUSSEX

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2003 by ANNE M. SMITH, who is personally known to me or has produced DE DL # 1442618 as identification.  
(type of identification)

  
\_\_\_\_\_  
Signature of Notary Public

MARY P. SADILEK  
NOTARY PUBLIC  
STATE OF DELAWARE

(Name typed, printed or stamped) My Commission Expires June 8, 2004  
(Title or Rank)  
(Serial Number, if any)

(SEAL)

STATE OF DELAWARE  
COUNTY OF SUSSEX

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2003, by CHRISTINE A. DISANTO, who is personally known to me or has produced DE DL # 91112 as identification.  
(type of identification)

  
\_\_\_\_\_  
Signature of Notary Public

MARY P. SADILEK  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires June 8, 2004

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

(SEAL)

COPY

**Exhibit "A"**  
(Cottage Point)

The northerly 6' of Lot 59, 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

Page 1 of 1

## Ownership and Easement Search

Search No. 02-46-23-02-0000G.0590

Date: July 24, 2003

Parcel: 166

Project: Cottage Point Waterline MSBU, Project No. CPMSBU

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt  
Real Estate Title Examiner

STRAP: 02-46-23-02-0000G.0590

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

**Subject Property:** Lot 59, 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:

***Anne M. Smith and Christine A. DiSanto as joint tenants with Right of Survivorship.***

By that certain instrument dated October 4, 2000, recorded October 5, 2000, in Official Record Book 3311, Page 3976, 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. *Not applicable along sideyard boundaries*
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 1039 and Official Record Book 2413, Page 1051, 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.

**Tax Status: \$441.01 tax paid on November 20, 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, the report contains no guarantees nor warranty as to its accuracy.**

