

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

Blue Sheet No. 20030881

1. REQUESTED MOTION:

ACTION REQUESTED: (1) Accept Perpetual Public Utility Easement Grant on Parcel 102 for the Triple Crown Court MSBU, Project 7154; (2) authorize payment of necessary costs and fees to close; and (3) authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County,

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain proceedings.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 5

C6H

3. MEETING DATE:

08-12-2003

4. AGENDA:

6. REQUESTOR OF INFORMATION:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

- 5. REQUIREMENT/PURPOSE:**
(Specify)
- STATUTE 125.01 (1)(q)
 - ORDINANCE
 - ADMIN. CODE
 - OTHER

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands
- BY: Karen L.W. Forsyth *KLF*

7. BACKGROUND:

Negotiated for: Municipal Services Benefit Unit

Interest to Acquire: Easement

Property Details:

Owner: Karen A. Hughes

STRAP No.: 32-45-25-02-00000.0100

Purchase Details:

Purchase Price: None – easement being donated

Costs to Close: Approximately \$600 and costs of approximately \$1,000 to obtain voluntary subordinations of mortgages.

Staff Recommendation: County staff recommends that the Board approve the requested motion.

Account: 80715410400

Attachments: Site Location Map; copy of easement; title search

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

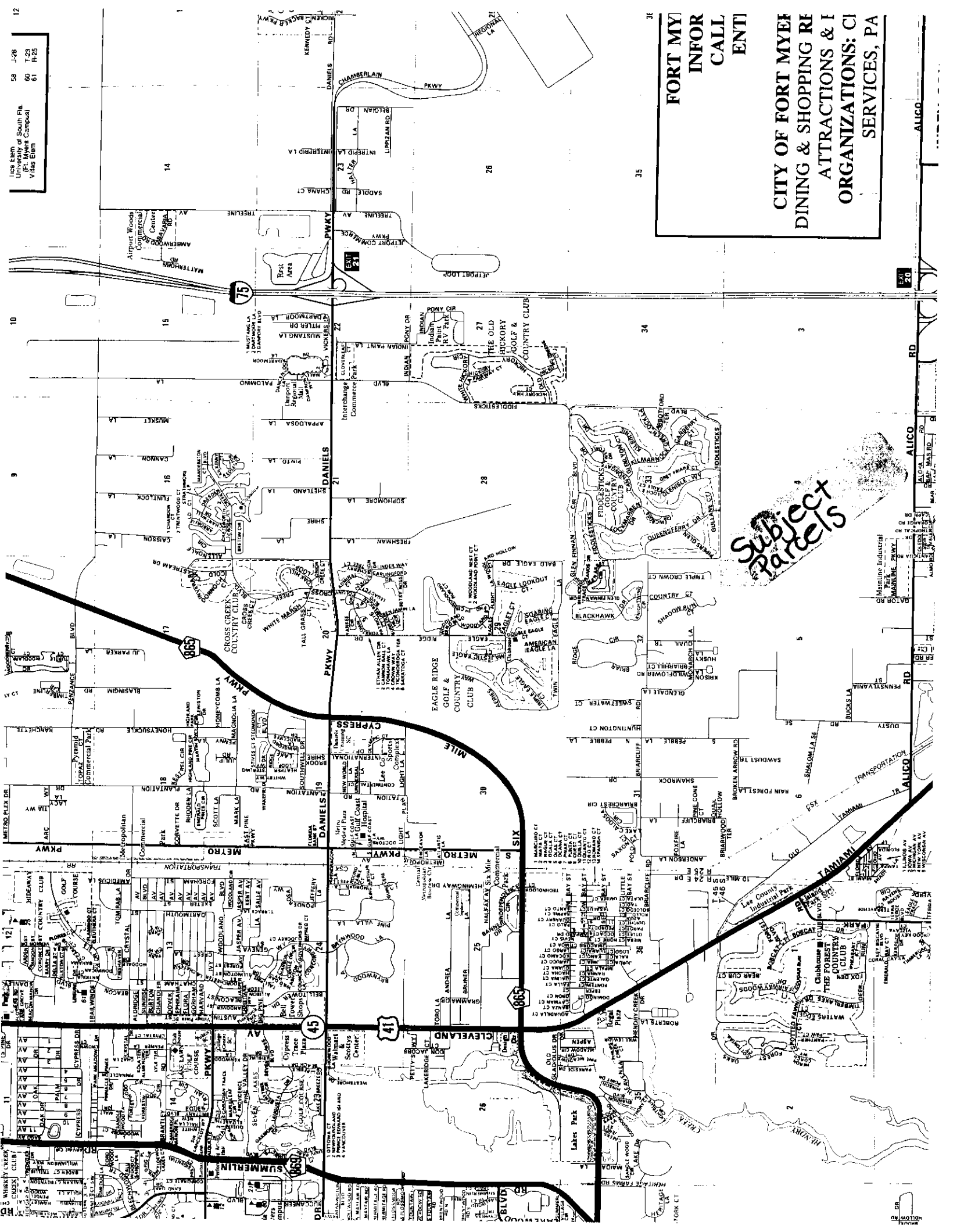
A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA <i>[Signature]</i> 7/31/03	OM <i>[Signature]</i> 7/31/03	Risk <i>[Signature]</i> 07/31/03	GC <i>[Signature]</i> 7/31	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

REC'D.
by CO. ATTY.
7/31/03
1:10 PM
CO. ATTY.
FORWARDED TO:
[Signature]
7/30 1:20 PM

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7-31-03
1:30
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/31 3:00



**FORT MYER
INFORMATION
CALL CENTER**

**CITY OF FORT MYER
DINING & SHOPPING RECREATION
ATTRACTIONS & INFORMATION
ORGANIZATIONS: CIVILIAN
SERVICES, PA**

*Subject
Parcels*

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

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

Parcel: 102
Project: Triple Crown Court,
MSBU, Project No. 7154
STRAP: 32-45-25-02-00000.0100

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this 12th day of March, 2003, by and between **Karen A. Hughes and James H. Gustafson, husband and wife**, Owners, whose address is 15990 Country Court, Fort Myers, FL 33912, hereinafter referred to as GRANTOR(S), and **Lee County**, a political subdivision of the State of Florida whose address is PO Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as GRANTEE.

WITNESSETH

1. In consideration of the benefits to be derived from the project, Grantor waives the right to any compensation from the Grantee and hereby grants, donates, and transfers to the Grantee, its successors and assigns, the use of a perpetual public Easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.
2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water distribution system, together with, but not limited to, all necessary service connections, valves, and fittings to be located at or below ground level, 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 (four feet from property lines, as described in attached Exhibit "B"), shrubs, bushes and plants, and remove or other improvements which may affect the operation of lines, and/or allowed water utility facilities. If feasible GRANTEE to tunnel under fence, to construct, renew, extend and maintain a water distribution system.
3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water mains for providing water service to this and any adjacent properties. The total area of this public utility easement is reserved for water lines, or related appurtenances and for any landscaping (excluding trees over four feet from property lines of said Exhibit "B"), walkways, roadways, drainage ways, or similar uses. Houses, fences (more than two feet off property lines of said Exhibit "B"), buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures will not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.
5. Subject to any pre-existing easements as described and/or shown on plat of Countryside Estates as recorded in Plat Book 30, at Pages 87 through 89, Public Records of Lee County Florida, and 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, and those certain mortgages recorded in Official Record Book 2681, Page 1195 and Book 3304, Page 75, Public Records of Lee County, Florida, GRANTOR(S) 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 said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
6. GRANTOR(S), its heirs, successors or assigns, will 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(S) 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 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 or employee'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 will have 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 described easement will be restored by GRANTEE, to the condition in which it existed prior to the damage as is 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 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 water line purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) 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 in interest and any assigns.

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 TWO WITNESSES:

Angela Czaplowski
1st WITNESS Signature

Angela Czaplowski
Printed Name of 1st Witness

Laura D. Fornaciari
2nd WITNESS Signature

LAURA D. FORNACIARI
Printed Name of 2nd Witness

Angela Czaplowski
1st WITNESS Signature

Angela Czaplowski
Printed Name of 1st Witness

Laura D. Fornaciari
2nd WITNESS Signature

LAURA D. FORNACIARI
Printed Name of 2nd Witness

Karen A. Hughes
Karen A. Hughes, Grantor

James H. Gustafson
James H. Gustafson, Grantor

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12th day of March, 2003, by Karen A. Hughes, who is personally known to me or has produced _____ as identification.
(type of identification)

[Signature]
Signature of Notary Public

SEAL



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

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12th day of March, 2003, by James H. Gustafson, who is personally known to me or has produced _____ as identification.
(type of identification)



[Signature]
Signature of Notary Public

SEAL

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



Ink Engineering

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(239) 931-0455
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Exhibit "A"

FEBRUARY 18, 2003
JOB NO. 00-7022
FILE NO. 00-7022SKT102.doc

Page 1 of 2 SHEET 1 OF 2

PARCEL 102

A 20 FEET WIDE UTILITY EASEMENT LYING IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION:

A 20 FEET WIDE UTILITY EASEMENT LYING IN LOT 10, COUNTRYSIDE ESTATES, AS RECORDED IN PLAT BOOK 30, PAGES 87-89 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

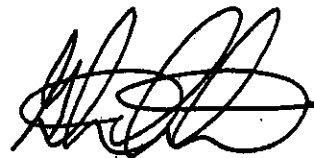
FROM THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF SAID LOT 10; THENCE S.00°01'46"E. ALONG THE EAST LINE OF SAID LOT 10 FOR 155.06 FEET; THENCE S.89°48'10"W. FOR 20.00 FEET; THENCE N.00°01'46"W. PARALLEL WITH SAID EAST LINE OF SAID LOT 10 FOR 139.47 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 10; THENCE N.52°01'48"E. ALONG SAID NORTHWESTERLY BOUNDARY LINE FOR 25.36 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD.

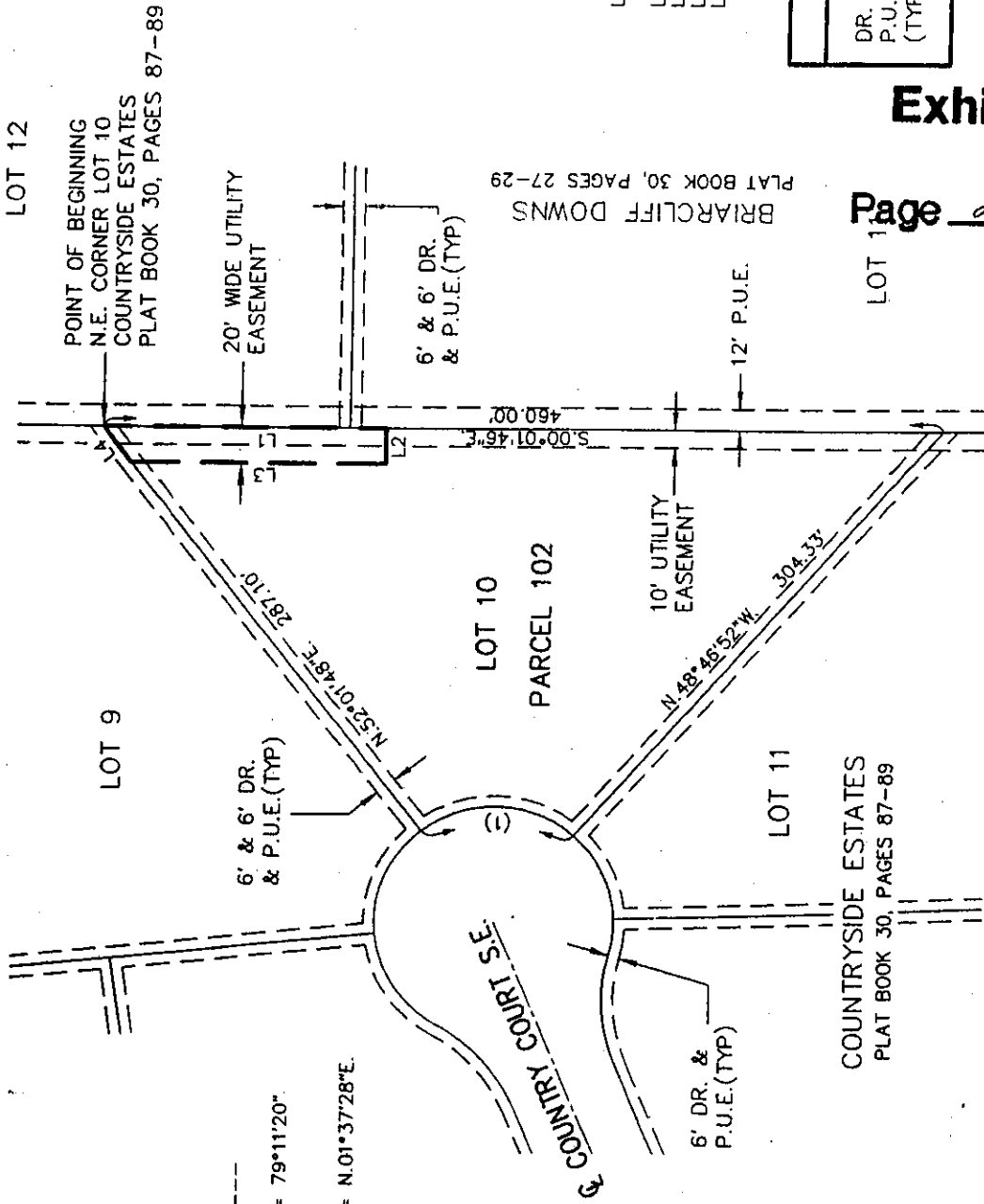
BEARINGS MENTIONED ABOVE ARE BASED UPON THE EAST BOUNDARY LINE OF SAID LOT 10 BEING THE PLAT BEARING OF S.00°01'46"E.

REFER TO 8 1/2" x 11" SKETCH. (SEE SHEET 2 OF 2)

INK ENGINEERING, A DIVISION OF LBFH, INC.
BPR & FBPE LICENSE NO. 959



GLENN C. ADAMS
PROFESSIONAL LAND SURVEYOR
FL. CERTIFICATE NO. 6062



CURVE NUMBER 1
 RADIUS = 65.00'
 CENTRAL ANGLE = 79°11'20"
 ARC = 89.84'
 CHORD = 82.86'
 CHORD BEARING = N.01°37'28"E.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S.00°01'46"E.	155.06'
L2	S.89°48'10"W.	20.00'
L3	N.00°01'46"W.	139.47'
L4	N.52°01'48"E.	25.36'

LEGEND

DR.	DRAINAGE
P.U.E.	PUBLIC UTILITY EASEMENT
(TYP)	TYPICAL

Exhibit "A"

Page 2 of 2

REFER TO ATTACHED DESCRIPTION (SHEET 1 OF 2)

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 WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED UPON THE EAST BOUNDARY LINE OF LOT 10, COUNTRYSIDE ESTATES, PLAT BOOK 30, PAGES 87-89 BEING THE PLAT BEARING OF N.00°01'46"W.

SKETCH (NOT A SURVEY)

A 20' WIDE UTILITY EASEMENT
 LYING IN LOT 10 OF "COUNTRYSIDE ESTATES"
 PLAT BOOK 30, PAGES 87-89
 SECTION 32, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

DATE	2/18/03
SCALE	1"=100'
DRAWN	G.C.A.
CHECK	
APPROVED	

SHEET 2 OF 2

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GLENN C. ADAMS, FOR THE FIRM
 PROFESSIONAL LAND SURVEYOR
 FLA. CERTIFICATE NO. 6062

00-7022SK1102.DWG
 JOB NO.: 00-7022

EXHIBIT "B"

Lot 10, COUNTRYSIDE ESTATES, according to the map or plat thereof on file and recorded in Plat Book 30, Page 87, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 22388
Date: July 30, 2003
Parcel: 102
Project: Triple Crown Court MSBU
Project 7154

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

From: Shelia A. Bedwell, CLS *KAB*
Property Acquisition Assistant

STRAP: 32-45-25-02-00000.0100

Effective Date: JULY 9, 2003, at 5:00 p.m.

Subject Property: Lot 10, COUNTRYSIDE ESTATES, according to the map or plat thereof on file and recorded in Plat Book 30, Page 87, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Karen A. Hughes

by that certain instrument dated February 27, 1996, recorded February 29, 1996, Official Record Book 2681, Page 1194, Public Records of Lee County, Florida.

Easements:

- 1. Six foot easement along each boundary for county drainage and public utilities, as recited on recorded plat of the subdivision.
- 2. Ten foot utility easement along the easterly boundary, as shown on recorded plat of the subdivision.

NOTE (1): Declaration of Restrictions and Reservations for Countryside Estates, recorded in Official Record Book 1222, Page 518, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Karen A. Hughes, a single person, in favor of Norwest Mortgage, Inc., dated February 27, 1996, recorded February 29, 1996, in Official Record Book 2681, Page 1195, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Karen A. Hughes, a single person, in favor of Am South Bank, dated August 31, 2000, recorded September 15, 2000, in Official Record Book 3304, Page 75, Public Records of Lee County, Florida.

Tax Status: 2002 Ad Valorem Taxes are PAID IN FULL.
(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.