

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

Blue Sheet No. 20050093

1. REQUESTED MOTION.

ACTION REQUESTED: Authorize: (1) approval of donation of Grant of Perpetual Traffic Signal Easement for acquisition of Parcel 201, College Parkway & Riverwalk Park, Project #6065; (2) payment of costs and fees to close; (3) Division of County Lands to handle and accept all documentation necessary to complete this transaction and grant time extension to close, if necessary.

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

WHAT ACTION ACCOMPLISHES: Allows the County to proceed with the project without resorting to Eminent Domain proceedings.

2. DEPARTMENTAL CATEGORY: 6
COMMISSION DISTRICT: #2 *C6B*

3. MEETING DATE: *03-01-2005*

4. AGENDA:

<input checked="" type="checkbox"/>	CONSENT
<input type="checkbox"/>	ADMINISTRATIVE
<input type="checkbox"/>	APPEALS
<input type="checkbox"/>	PUBLIC
<input type="checkbox"/>	WALK ON
<input type="checkbox"/>	TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

<input checked="" type="checkbox"/>	STATUTE	125
<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	OTHER	

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT Independent
 C. DIVISION County Lands KK
 BY: *KLF*
 Karen L. W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Grant of Perpetual Traffic Signal Easement

Property Details:

Owner: Fort Myers Neurosurgical Building Partnership, a Florida Limited Liability Partnership
 Address: 12700 Creekside Ln #101, Ft. Myers, FL 33919
 STRAP No.: 15-45-24-39-00000.0020

Purchase Details:

Costs to Close: Approximately \$1500.00. Subordination of mortgages will be requested from current mortgage holders in accordance with the purchase of title insurance.

Appraisal Information: The easement interest has not been appraised. The cost of an appraisal is estimated to be \$400.00.

Staff Recommendation: Staff recommends the Board approve the Requested Motion.

Account: 20606530700.506110

Attachments: Grant of Perpetual Traffic Signal Easement

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
					OA	OM	Risk	GC	
<i>KLF</i>			<i>DAD</i>	<i>KLF</i>	<i>2/15/05</i>	<i>2/15/05</i>	<i>2/15/05</i>	<i>2/15/05</i>	<i>2-16-05</i>

10. COMMISSION ACTION:

_____ APPROVED
 _____ DENIED
 _____ DEFERRED
 _____ OTHER

Rec. by CoAtty
 Date: *2/15/05*
 Time: *2:35*
 Forwarded To: _____

RECEIVED BY
 COUNTY ADMIN. *[Signature]*
2/15/05
11:30 am
 COUNTY ADMIN.
 FORWARDED TO: *[Signature]*
2/15/05
4pm

This instrument prepared by:
Lee County
County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
BY THE COUNTY ENGINEER

Parcel: 201
Project: College Parkway & Riverwalk Park, Project #6713
Signal Easement
STRAP No.: ~~15-45-24-00-00101-0000~~
15-45-24-39-00000.0020

**GRANT OF PERPETUAL
TRAFFIC SIGNAL EASEMENT**

This INDENTURE, made and entered into this 4th day of Nov., 2004 between Fort Myers Neurosurgical Building Partnership, LLP, A Florida Limited Liability Partnership, formerly known as Fort Myers Neurosurgical Building Partnership, a Florida general partnership, whose address is 12700 Creekside Ln #101, Ft. Myers, FL 33919, 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. 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 ingress and egress and the right, privilege, and authority to construct, replace, renew, extend and maintain a public roadway traffic signal, signalization equipment including overhead signal pole, and appurtenances, to be located on, under, across, and through 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 signal system within the easement.
3. The Grantor may not construct any structures within said easement, nor will any foliage be placed in said easement.
4. Title to the constructed improvements 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, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenant that they are lawfully seized and possessed of the described real property in 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, 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.

Grant of Traffic Signal Easement

Project: College Parkway & Riverwalk Park, Project #6713

Page 2

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, resulting from the required activities of the Grantee for any construction, maintenance or repairs to the signal system 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 in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements resulting from use of the access to property described in Exhibit "A" or the Grant of Perpetual Traffic Signal Easement construction, maintenance, or repairs located within the easement will be restored, to the extent reasonably practicable, by the Grantee, to the condition in which it existed prior to the damage. The completed work includes, but not be limited to, restoring or replacing sod, mailboxes, driveways, sprinkler systems, and landscaping. COUNTY agrees to coordinate each activity contemplated within the easement area in advance with the manager of the U.S. Postal Service, so as not to interfere with Postal Service operations.

8. 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 County 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.

9. THIS AGREEMENT is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Fort Myers Neurosurgical Building Partnership, LLP, A Florida LLP,, formerly known as Fort Myers Neurosurgical Building Partnership, a Florida general partnership, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

Donna J. Mitchell
1st Witness Signature

Donna Mitchell
Printed name of 1st Witness

[Signature]
2nd Witness Signature

Douglas Savage
Printed name of 2nd Witness

STATE OF Florida
COUNTY OF LEE

Fort Myers Neurosurgical Building
Partnership, a Florida general partnership

By: [Signature] 11/4/04
Name Date

Gary J. Corraenti
Printed Name
Title: General Partner

The foregoing instrument was acknowledged before me this 4th day of November, 2004, by GARY J. CORRAENTI of Fort Myers Neurosurgical Building (name of officer or agent and title) Partnership, a Florida general partnership on behalf of the partnership. He/she is personally known to me or who has produced _____ as identification.

Carol Young
(Signature of Notary Public)

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



Carol Young
My Commission DD056278
Expires September 11 2005

TWO SEPARATE WITNESSES:

Donna J Mitchell

1st Witness Signature

Donna Mitchell

Printed name of 1st Witness

Douglas Savage

2nd Witness Signature

Douglas Savage

Printed name of 2nd Witness

STATE OF Florida

COUNTY OF LEE

Fort Myers Neurosurgical Building
Partnership, LLP, A Florida LLP

By: Robert O'Grady

Name

Date

Robert O'Grady 11/2/4

Printed Name

Title: Manager

The foregoing instrument was acknowledged before me this 2nd day of November 2004, by Robert O'Grady of Fort Myers Neurosurgical Building (name of officer or agent and title)

Partnership, LLP, A Florida LLP on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

Carol Young
(Signature of Notary Public)

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



Carol Young
My Commission DD056278
Expires September 11 2005



September 24, 2004

Exhibit "A"

DESCRIPTION

Page 1 of 2

**TRAFFIC SIGNAL EASEMENT
LOT 2, RIVERWALK MEDICAL PARK
15-45-24-39-00000.0020
SECTION 15, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 15, Township 45 South, Range 24 East, Lee County, Florida, being a part of Lot 2 as shown on the plat of Riverwalk Medical Park as recorded in Plat Book 50 at Pages 1 through 4, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of said Lot 2 run northeasterly along the southerly curved line of said Lot 2, also being the northerly right-of-way line of College Parkway (100 feet wide) to the right of radius 2,032.20 feet (delta 04° 19' 58") (chord bearing N 87° 54' 07" E) (chord 153.64 feet) for 153.68 feet to a point of tangency; thence run S 89° 55' 54" E continuing along said lot and right-of-way line for 79.28 feet to the Point of Beginning.

From said Point of Beginning run N 01° 02' 25" E departing said lot and right-of-way line for 3.92 feet; thence run S 89° 28' 16" E for 16.00 feet; thence run S 01° 02' 25" W for 1.57 feet to an intersection with the curved southeasterly line of said Lot 2, also being the northwesterly curved right-of-way line of Riverwalk Park Boulevard as shown on said plat; thence run southwesterly along the arc of said curve to right of radius 45.00 feet (delta 18° 05' 22") (chord bearing S 81° 01' 37" W) (chord 14.15 feet) for 14.21 feet to a point of tangency; thence run N 89° 55' 54" W along the south line of said Lot 2 and the north right-of-way of said College Parkway for 2.07 feet to the Point of Beginning.

Parcel contains 52 square feet, more or less.

Subject to easements, restrictions and reservations of record. Bearings hereinabove mentioned are based on the plat of Riverwalk Medical Park as recorded in Plat Book 50 at Pages 1 through 4, Public Records of Lee County, Florida where the west line of said Lot 2 bears S 00° 04' 16" E.

Michael W. Norman (for the Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

20033986 Lot 2 TS Easement 092404

S:\012840\EASEMENTS(Traffic-(pat).dwg (TRAFFIC MW) [pd Sep 27, 2004 - 8:04am

S00°04'16"E

LOT 2
RIVERWALK MEDICAL PARK
(PB 50, PG 1)
15-45-24-39-00000.0020

50' DRAINAGE EASEMENT
(PB 50, PG 1)

POC DESC.
SW CORNER
LOT 2
(PB 50, PG 1)

R=2032.20'
L=153.68'
I=4°19'58"
CB=N87°54'07"E
C=153.64
T=76.87

S89°55'54"E
79.28'

R/W

EDGE OF PAVEMENT

S89°28'16"E
16.00'
N01°02'25"E
3.92'

POB DESC.

N89°55'54"W
2.07'

S01°02'25"W
1.57'
R=45.00'
L=14.21'
I=18°05'22"
CB=S81°01'37"W
C=14.15
T=7.16

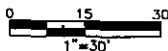
10' PUBLIC UTILITY
EASEMENT
(PB 50, PG 1)

BACK OF WALK
EDGE OF PAVEMENT

EDGE OF PAVEMENT
RIVERWALK PARK BOULEVARD
(80' RIGHT-OF-WAY)
15-45-24-39-0000A.00CE

COLLEGE PARKWAY
(100' RIGHT-OF-WAY)

EDGE OF PAVEMENT



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF RIVERWALK MEDICAL PARK, PLAT BOOK 50, PAGES 1-4, LEE COUNTY RECORDS WHEREIN THE WEST LINE OF LOT 2 BEARS S 00°04'16" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING
5. DESC. = DESCRIPTION
6. DESCRIPTION ATTACHED.
7. DR = OFFICIAL RECORDS BOOK
8. PG = PAGE
9. R/W = RIGHT OF WAY

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM 18-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

SEP 29 2004

DATE SIGNED:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TRAFFIC SIGNAL EASEMENT
LYING IN
LOT 2
RIVERWALK MEDICAL PARK
PLAT BOOK 50, PAGE 1-4, LEE COUNTY RECORDS
SECTION 15, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0045
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/27/04	20033986	15-43-24	1"=30'	1 OF 1

Division of County Lands

Ownership and Easement Search


Search No. 15-45-24-39-00000.0020

Date: September 14, 2004

Parcel: 201

Project: College Parkway/Riverwalk Park Blvd.
Signalization, Project 67

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

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 15-45-24-39-00000.0020

Effective Date: ~~August 8, 2004~~, ^{January 20, 2005} at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

***Fort Myers Neurosurgical Building Partnership, LLP, a Florida limited liability partnership,
formerly known as Fort Myers Neurosurgical Building Partnership, a Florida general
partnership***

By that certain instrument dated September 5, 1991, recorded September 9, 1991, in Official Record Book 2245, Page 1797, Public Records of Lee County, Florida.

Easements:

None found of record affecting subject parcel.

NOTE(1): Resolution of the Board of County Commissioners for modification of quarter section line setbacks, recorded in Official Record Book 1905, Page 2678, Public Records of Lee County, Florida.

NOTE(2): Resolution of the Board of County Commissioners for rezoning, recorded in Official Record Book 1951, Page 3028, Public Records of Lee County, Florida.

NOTE(3): Declaration of Covenants, Conditions and Restrictions for Riverwalk, recorded in Official Record Book 2245, Page 1725, as supplemented by instrument recorded in Official Record Book 2245, Page 1762, Public Records of Lee County, Florida.

NOTE(4): Matters as shown or stated on the Plat of Riverwalk Medical Park, recorded in Plat Book 50, Pages 1-4, Public Records of Lee County, Florida.

NOTE(5): Notice of Development Order, recorded in Official Record Book 2321, Page 731, Public Records of Lee County, Florida.

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

Search No. 15-45-24-39-00000.0020

Date: September 14, 2004

Parcel: 201

Project: College Parkway/Riverwalk Park Blvd.
Signalization, Project 67

NOTE(6): Declaration of Covenants and Restrictions for Riverwalk Medical Park Association, Inc, recorded in Official Record Book 2327, Page 4737 as re-recorded in Official Record Book 2333, Page 2429 and Official Record Book 2384, Page 252, Public Records of Lee County, Florida.

NOTE(7): Notice of Development Order Approval, recorded in Official Record Book 2389, Page 2140, Public Records of Lee County, Florida.

NOTE(8): Notice of Development Order Approval, recorded in Official Record Book 2394, Page 1640, Public Records of Lee County, Florida.

NOTE(9): Mortgage executed by Fort Myers Neurosurgical Building Partnership, a Florida general partnership in favor of Atlantic States Bank, dated September 27, 1999, recorded September 28, 1999, in Official Record Book 3172, Page 1063, as assigned to Bank of America, N.A., by instrument recorded in Official Record Book 3914, Page 1382, as modified and restated in instrument recorded in Official Record Book 3914, Page 1383, Public Records of Lee County, Florida.

NOTE(10): Assignment of Leases and Rents of Real Property between Fort Myers Neurosurgical Building Partnership and Atlantic States Bank, recorded in Official Record Book 3172, Page 1096, as assigned to Bank of America, N.A., by instrument recorded in Official Record Book 3914, Page 1382, Public Records of Lee County, Florida.

NOTE(11): Financing Statement between Fort Myers Neurosurgical Building Partnership (Debtor) and Atlantic States Bank (Secured Party), recorded in Official Record Book 3172, Page 1104, as assigned to Bank of America, N.A., by instrument recorded in Official Record Book 3914, Page 1382, Public Records of Lee County, Florida.

NOTE(12): Financing Statement between The Syper Institute, P.A., a Florida corporation (Debtor), and Northern Trust Bank of Florida, N.A. (Secured Party), recorded in Official Record Book 3286, Page 1776, Public Records of Lee County, Florida.

NOTE(13): Landlord Lien Waivers between The Syper Institute, P.A., a Florida corporation, Northern Trust Bank of Florida, N.A., and Fort Myers Neurosurgical Building Partnership, a Florida general partnership recorded in Official Record Book 3286, Pages 4857 and 4862, Public Records of Lee County, Florida.

Tax Status: 2003 taxes have been 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.