

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

Blue Sheet No. 20050110

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: (1) approval of donation of Grant of Perpetual Traffic Signal Easement for acquisition of Parcel 100, 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: #3 *C6C*

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
 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: Park Central, LLC
 Address: 8255/8267 College Parkway, Fort Myers, FL 33919
 STRAP No.: 15-45-24-00-00100.0000

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	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
					OA	OM	Risk	GC	
<i>KLF</i>			<i>SAD</i>	<i>W</i>	<i>2/16/05</i>	<i>2/16/05</i>	<i>2/16/05</i>	<i>2/16/05</i>	<i>PW</i> <i>2-16-05</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *2/16/05*
 Time: *2:30*
 Forwarded To:

RECEIVED BY
 COUNTY ADMIN: *OW*
2/16/05
11:30 am 3/47
 COUNTY ADMIN
 FORWARDED TO: *PP*
2/16/05
4pm

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

ORIGINAL DOCUMENT RETAINED IN
COUNTY LANDS FILE, JOB NUMBER
15-45-24-00-00100.0000

Parcel: 100
Project: College Parkway & Riverwalk Park, Project #6713
Signal Easement
STRAP No.: 15-45-24-00-00100.0000

**GRANT OF PERPETUAL
TRAFFIC SIGNAL EASEMENT**

This INDENTURE, made and entered into this 26th day of JANUARY 2005 between Park Central, a Florida limited liability company, whose address is 3364 Cleveland Ave, Fort Myers, Florida 33901 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

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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, Park Central, LLC, a Florida limited liability company, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

Paul R Ehrnfelt
1st Witness Signature

PAUL R. EHRNFELT
Printed name of 1st Witness

Kathryn Keene
2nd Witness Signature

Kathryn Keene
Printed name of 2nd Witness

Park Central, LLC, a Florida limited liability company

By Kenneth D. Rager 1/26/05
Name Date

Kenneth D. Rager
Printed Name
Title: Manager

STATE OF FLORIDA
COUNTY OF LEE

Corporate Seal

The foregoing instrument was acknowledged before me this 26 day of JANUARY, ~~2004~~, ²⁰⁰⁵ by KENNETH D. RAGER of Park Central, LLC, a Florida Limited (name of officer or agent and title)

Liability Company, on behalf of the corporation. He/she is ~~personally known to me or~~ who has produced FL D/L as identification.



Paul R Ehrnfelt
(Signature of Notary Public)

PAUL R. EHRNFELT
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)



September 24, 2004

DESCRIPTION

**TRAFFIC SIGNAL EASEMENT
15-45-24-00-00100.0000
LYING IN
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, which tract or parcel is described as follows:

From the northwest corner of the lands as described in deed recorded in Official Record Book 3808 at Page 3972, Public Records of Lee County, Florida, run S 89° 51' 44" E along the north line of said lands and the south right-of-way line of College Parkway (100 feet wide) for 71.33 feet to the Point of Beginning.

From said Point of Beginning continue S 89° 51' 44" E for 4.00 feet; thence run S 00° 08' 16" W departing said right-of-way and deed line for 4.00 feet; thence run N 89° 51' 44" W and parallel with said right-of-way line and deed line for 4.00 feet; thence run N 00° 08' 16" E for 4.00 feet to the Point of Beginning.

Parcel contains 16 square feet, more or less.

Subject to easements, restrictions and reservations of record. Bearings hereinabove mentioned are based on the south right-of-way line of College Parkway to bear N 89° 51' 44" W.


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

20033986 TS2 Easement 092404

EDGE OF PAVEMENT

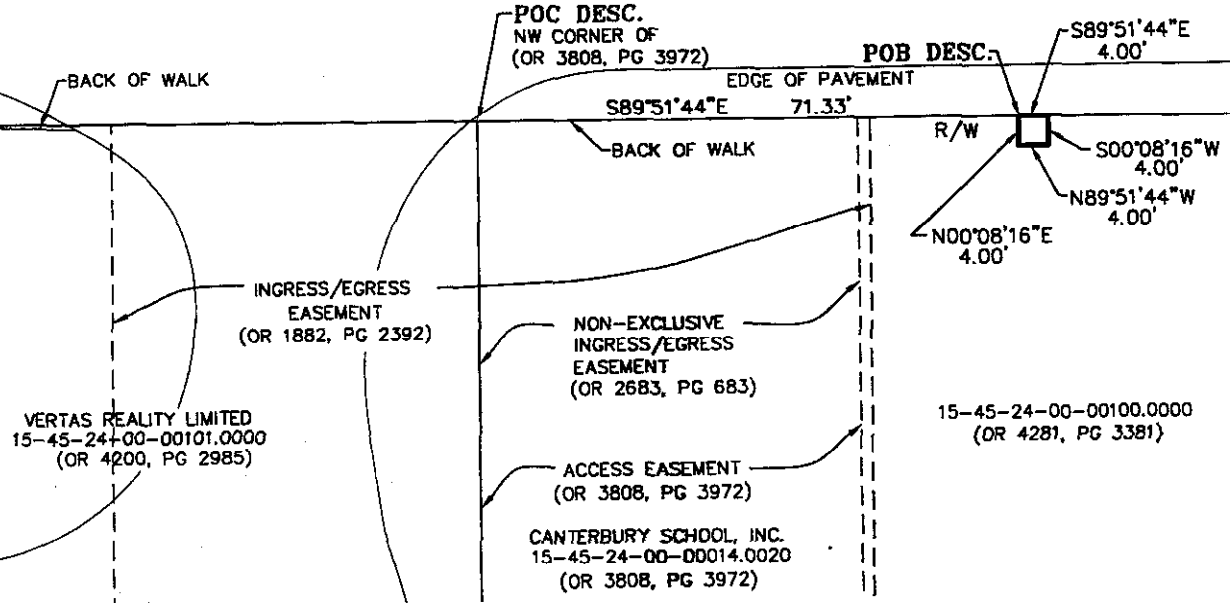
COLLEGE PARKWAY (100' RIGHT-OF-WAY)

EDGE OF PAVEMENT

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE PARKWAY TO BEAR S 89°51'44" 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. OR = OFFICIAL RECORDS BOOK
8. PG = PAGE
9. R/W = RIGHT OF WAY

S:\012640\EASEMENTS\traffic-(p46).dwg (TRAFFIC SE) [d Sep 27, 2004 - 8:04am



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Exhibit "A"

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-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
 SECTION 15, TOWNSHIP 45 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 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	15-45-24	1"=20'	1 OF 1