

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

Blue Sheet No. 20050405

**1. ACTION REQUESTED/PURPOSE:**

Approve exchange of Right of Way Easements over property owned by Iona-Hope Episcopal Church and County Property known as Lakes Regional Library; authorize the payment of costs to close; authorize the Chairman to execute a Non-Exclusive Right of Way Easement and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Acquires easement for future right of way needs and grants a non-exclusive easement to adjacent property owner.

**3. MANAGEMENT RECOMMENDATION:** Management recommends the Board approve the requested motion.

**4. Departmental Category:** 6

*CLA*

**5. Meeting Date:** *05-03-2005*

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent *SR*  
 Division County Lands *3-31-05*  
 By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Right of Way Easement interest in 8,250 square feet of vacant land.

Property Details:

**Owner:** Iona-Hope Episcopal Church, Inc. a Florida Non-Profit Corporation  
**Address:** 9650 Gladiolus Drive, Fort Myers  
**STRAP No.:** 33-45-24-00-00001.0020

Purchase Details:

Purchase Price: \$1 and grant of Non-Exclusive Right of Way Easement  
 Costs to Close: \$500

Account: 20408318804.506110

Attachments: Right of Way Purchase Agreement; Non-Exclusive Right of Way Easement; Location Map; In-House Title Report

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>4.4.05</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>4-19-05</i>	<i>4/20/05</i>	<i>4/20</i>	<i>4/19/05</i>	

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: *4/15/05*  
 Time: *4:15*  
 Forwarded To:

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
*4/18/05*  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
*4-20-05*  
*12m*

This document prepared by

Lee County  
County Lands Division  
Project: Gladiolus Drive Widening Project  
Parcel: 75  
STRAP No.: Part of 33-45-24-00-00001.0020

LEE COUNTY  
RIGHT OF WAY EASEMENT PURCHASE AGREEMENT

THIS AGREEMENT for the purchase and sale of a Right of Way Easement is made and entered into this 10th day of MARCH, 2025 by and between **IONA – HOPE EPISCOPAL CHURCH, INC.**, a Florida non-profit corporation, hereinafter referred to as GRANTOR and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, GRANTOR hereby agrees to convey and GRANTEE hereby agrees to accept a right of way easement referred to hereafter as the "Easement", upon the following terms and conditions.

- I. **DESCRIPTION:** An easement consisting of 8,250 square feet more or less and being more particularly described in Exhibit "A" attached hereto and made a part hereof.
- II. **PURCHASE PRICE:** Amount to be paid by GRANTEE to GRANTOR at closing \$1.00 subject to Grantor providing subordination of all outstanding encumbrances against the property, if any.
- III. **FORM OF CONVEYANCE:** Said easement shall be conveyed at the time of closing by execution of a "Perpetual Right-of-Way Easement" in form and substance as appears on attached Exhibit "B". Conveyance of this easement is contingent upon Lee County's grant of a non-exclusive right of way easement to Iona Hope Episcopal Church over and across the property described in Exhibit "X" consisting of 24,890 square feet more or less.
- IV. **CLOSING EXPENSES:** Grantor agrees to pay for Documentary Stamps and Title Insurance upon conveying said easement. Grantee agrees to pay for recording fees.

V. **CONDITIONS AND LIMITATIONS:** It is mutually understood by the parties that this Right of Way Easement Purchase Agreement is presented by GRANTEE subject to final Board of County Commissioners' acceptance. Notice of final Board acceptance shall be evidenced by GRANTEE'S signature of this Agreement and delivery to GRANTOR. In the event the Grantee abandons this project after execution of this Agreement, but before closing, Grantee may terminate this Agreement without obligation.

VI. **CLOSING DATE:** As time is of the essence for closing this transaction, this transaction shall be closed and the instrument of conveyance delivered within sixty (60) days of the date of final Board acceptance. The closing shall be held at the issuing title insurance agency. The time and location of such closing may be changed by mutual agreement of the parties.

VII. **TYPEWRITTEN OR HANDWRITTEN PROVISION:** Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith.

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

WITNESSES:

*[Handwritten Signature]*

*[Handwritten Signature]*

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

Iona Hope Episcopal Church, Inc., a  
Non-profit Florida Corporation

*[Handwritten Signature]*  
John S. Adler, President

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

## **Exhibit A**

The South 50 feet of the North 80 feet of the West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, Lee County, Florida. Consisting of 8,250 square feet more or less.

# Exhibit "B"

Lee County  
Public Works/County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

STRAP No.: 33-45-24-00-00001.0020

## GRANT OF PERPETUAL

## RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this 10th day of MARCH, 2005, between IONA HOPE EPISCOPAL CHURCH, INC., a Florida non-profit corporation, Owner, whose address is 9650 Gladiolus Drive, Fort Myers, FL 33908 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. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public right-of-way 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 public roadway and/or attendant drainage system and utilities, together with, but not limited to, swales, culverts, manholes, waterlines, powerlines 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 system within the easement.

3. The right-of-way easement will not limit the particular type of drainage necessary for said roadway, nor will it limit the placement of improvements within the easement to a particular type, style, material or design. The Grantor will not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the improvements constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns.

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

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.

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, which results from the required activities of the Grantee for any construction, maintenance or repairs to the rights-of-way 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 thereon as the result of such access to the described easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, OWNER, has caused this document to be signed on the date first above written.

WITNESSES:

Barbara R. McDonald  
Martha Koysh

OWNER:

**Iona Hope Episcopal Church, Inc., a  
Non-profit Florida Corporation**

John S. Adler  
John S. Adler, President

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2005, by John S. Adler, President of Iona-Hope Episcopal Church, Inc. a Florida Non-Profit Corporation on behalf of the Corporation. He is personally known to me or who has personally known as identification.  
(type of identification)



Candace Stone  
(Signature of Notary Public)

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

## **Exhibit A**

The South 50 feet of the North 80 feet of the West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, Lee County, Florida. Consisting of 8,250 square feet more or less.



## Exhibit X

The South 50 feet of the North 80 feet of the Easterly  $\frac{3}{4}$  of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, Lee County, Florida. Consisting of 24,890 square feet more or less.

Lee County  
Division of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

STRAP No.: 33-45-24-00-00001.0010

**GRANT OF PERPETUAL  
RIGHT-OF-WAY EASEMENT**

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantor" and **IONA HOPE EPISCOPAL CHURCH, INC.**, a Florida Non-Profit Corporation, whose address is 9650 Gladiolus Drive, Fort Myers, FL 33908 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual non-exclusive right-of-way easement situated in Lee County, Florida, and located and described as set forth in Exhibit "X" attached.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a roadway and/or attendant drainage system, to be located on, under, across, and through the easement which is located on the property described in Exhibit "X" and are responsible for all costs of permitting and construction related to their use of the easement.

3. The particular type of drainage necessary for said roadway, the placement, type, style, material and design of improvements within the easement must meet construction standards at the time of permitting and are subject to approval by Lee County Department of Transportation.

4. Title to the improvements constructed hereunder will remain in the Grantor.

5. The easement is 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.

6. Any damage to Grantor's property or permitted improvements thereon as the result of access to the described easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

7. This grant conveys only a non-exclusive easement interest by the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

8. Grantee will indemnify Grantor, against any liability resulting from the permitted uses in this easement.

9. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF** the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

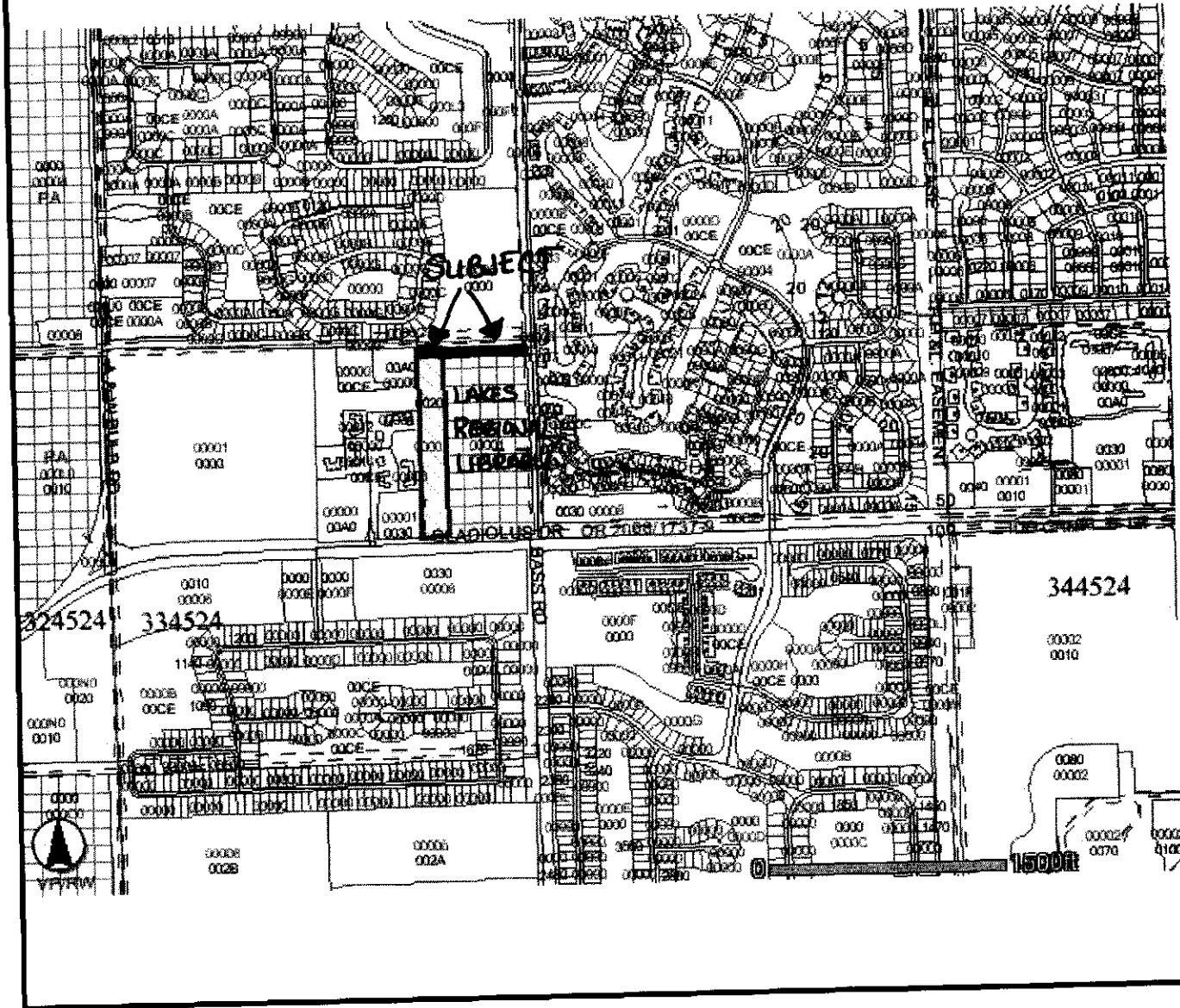
APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of County Attorney

## **Exhibit X**

**The South 50 feet of the North 80 feet of the Easterly  $\frac{3}{4}$  of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, Lee County, Florida. Consisting of 24,890 square feet more or less.**

Location Map



**Division of County Lands**

**Ownership and Easement Search**

Search No. 22284

Date: January 29, 2003

Parcel:

Project: Gladiolus Drive Project 4083

To: Karen L.W. Forsyth  
Director

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

STRAP: 33-45-24-00-00001.0020

Effective Date: ~~January 8, 2003 at 5:00 p.m.~~ *March 14 2005 at 5PM* *[Signature]*

**Subject Property:** The West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Iona-Hope Episcopal Church, Inc. a Florida non-profit corporation***

by that certain instrument dated March 18, 2000, recorded March 22, 2000, in Official Record Book 3233, Page 3401, Public Records of Lee County, Florida.

**Easements:**

1. Easement to Florida Power & Light Company, recorded in Official Record Book 3212, Page 185, Public Records of Lee County, Florida.
2. Exclusive Use Easement Grant and Indemnity Agreement to Lee County Board of County Commissioners, recorded in Official Record Book 3223, Page 1480, Public Records of Lee County, Florida.

NOTE(1): Notice of Development Order Approval, recorded in Official Record Book 3147, Page 1191, Public Records of Lee County, Florida. *and O.R. Book 4628-1519*

NOTE(2): ~~Mortgage executed by Iona-Hope Episcopal Church, Inc. in favor of Fifth Third Bank, Florida, dated May 16, 2001, recorded May 31, 2001, in Official Record Book 3422, Page 2750, Public Records of Lee County, Florida.~~ *SATISFACTION - OR 3924/1138*

NOTE(3): U.C.C. between Iona-Hope Episcopal Church, Inc. and Fifth Third Bank, Florida, recorded May 31, 2001 in Official Record Book 3422, Page 3664, Public Records of Lee County, Florida.

*Mortgage executed by Iona-Hope Episcopal Church, Inc. in favor of Florida Gulf Bank, dated 6/4/2003, recorded 6/24/2003 IN O.R 3969/1006, Public Records of Lee County, Florida.*

Division of County Lands

Ownership and Easement Search

Search No. 22284

Date: January 27, 2003

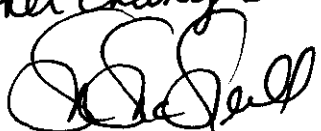
Parcel:

Project: Gladiolus Drive Project 4083

NOTE(4): Notice of Commencement recorded February 8, 2002 in Official Record Book 3575, Page 2005, Public Records of Lee County, Florida.

Note: U.C.C. between Iona-Hope Episcopal Church, Inc. and Florida Gulf Bank, recorded 6/24/2003 in O.R. 3969, page 1014.

NOTE: Notice of Commencement recorded 12/2/2004 in O.R. 4508, page 2707.

No other changes  


2004 TAXES PAID

**Tax Status:** ~~Tax certificate 01-021186 outstanding for 2000 taxes; 2002 taxes are now due and payable.~~  
~~(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.