

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050676

1. **ACTION REQUESTED/PURPOSE:** Authorize grant of Revocable License to Stolle Properties, Inc., granting the right to cross County property.

2. **WHAT ACTION ACCOMPLISHES:** The license grants permission to cross a 125-foot wide strip of County property to a property owner who owns land abutting the County's property to the north and to the south on a temporary basis.

3. **MANAGEMENT RECOMMENDATION:** County Attorney and DOT staff recommend approve of the license agreement.

4. **Departmental Category:**

C12C

5. **Meeting Date:**

05-24-2005

6. **Agenda:**

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

8. **Request Initiated:**

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Walk-On	

Commissioner _____
 Department _____ County Attorney
 Division _____ Land Use
 By: *Donna Marie Collins*
 Donna Marie Collins

9. **Background:** Pursuant to a 1974 warranty deed, Lee County owns a 125-foot wide strip of property in North Fort Myers east of the Interstate. (Section 12, Township 43 South, Range 24 East) The property will potentially serve as an extension of Nalle Grade Road east of the Interstate. Stolle Properties, Inc., owns real property located adjacent to and both north and south of the County's property in this area. Through its counsel, Stolle has requested permission to cross the County property to access approximately 70 acres located to the immediate south of the County property from its land holdings to the north.

This area of North Fort Myers is the subject of an alignment study for road improvements. For this reason, staff does not recommend granting a permanent easement. The County has the authority to issue a Revocable License, which grants Stolle the right to cross County property on a temporary basis until some time in the future. At a later date, the license can be re-evaluated in the context of planned road improvements in the area.

Attachment: License Agreement

10. **Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<i>DMC</i>	Analyst	Risk	Grants	Mgr.	
					<i>RK 5/12</i>	<i>DMC 5/12</i>	<i>5/10/05</i>	<i>5/12/05</i>	<i>HB 5/12/05</i>

11. **Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *RLH*
5/13/05
9:48 AM
 COUNTY ADMIN FORWARDED TO: *RLH*
5/15/05
7:01

CO. ATTY. FORWARDED TO CO. ADMIN.
5/12/05 7:40

LICENSE TO CROSS REAL PROPERTY

This license is made on May ____, 2005, between Lee County, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as "County" or "Licensor", and Stolle Properties, Inc., an Ohio corporation licensed to do business in Florida, whose address is P. O. Box 815, Lebanon, Ohio 45036, hereinafter referred to as "Stolle" or "Licensee."

RECITALS

WHEREAS, Lee County is the owner of real property located in Section 12, Township 43 South, Range 24 East, North Fort Myers, Florida, more particularly described in a warranty deed recorded in the Public Records of Lee County at OR Book 1096, Page 1764, attached hereto as Exhibit A, and consisting of a strip of land 125 feet wide (County property); and,

WHEREAS, Stolle Properties, Inc., owns property to the north and south of the County property, more particularly described in the fee simple deed recorded in the Public Records of Lee County at OR Book 3705, Page 4546, attached hereto as Exhibit B (Stolle property); and,

WHEREAS, Stolle seeks permission to cross over the County property to access the southern 70 acres of its property from the north; and

WHEREAS, the County has the authority to issue a revocable license to Stolle to allow Stolle to cross County property.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County hereby authorizes, approves and grants a temporary license to Stolle to cross County property located in North Fort Myers, subject to the following conditions:

TERMS OF LICENSE

1. County, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Stolle a license to enter upon the property described in Exhibit A (the Property) for the purpose of accessing approximately 70± acres to the south. This right to cross the property described in Exhibit A is not intended to be permanent, nor is the location of the crossing fixed to a single location. This license is revocable by the County at any time and for any reason whatsoever, as determined solely by the County upon sending notice in accordance with the terms of this agreement. This license may not be construed to constitute an easement.
2. While accessing and crossing the County's property, Stolle must maintain a safe environment. Upon completion of work each day, Stolle will remove all debris,

materials, tools, and machinery that maybe located on the County's property. This license does not grant the right for Stolle to store material or equipment on the County property.

3. The County does not grant to Stolle a license to remove debris or exotic vegetation except with the County's prior written approval. The scope of this easement is intended to allow Stolle to access, on a temporary basis, acreage to the south of the County property. This license does not grant Stolle the right to place sand or other materials upon the County's property.
4. The term of this license will commence on May ____, 2005, and terminate upon 30-day written notice by the County.
5. Stolle may not place or construct drainage improvements or make any other alteration or improvements to the County property in connection with this license agreement.
6. Within 10 days following the termination of this licence, Stolle will restore, at its sole cost and expense, the County's property to the same condition as it existed prior to the grant of this license at no cost to the County. The obligations of Stolle under this section will survive termination of this license.
7. Stolle has the right to assign or otherwise transfer its rights, benefits, and privileges arising in and under this license. The rights and obligations of the parties will enure to the benefit to and be binding upon their respective successors and assigns.
8. Licensee, for itself, its successors and assigns, agrees to indemnify, hold harmless and defend the County and all of its officers, agents, consultants, and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any negligent or willful act or omission of the Licensee, or the Licensee's agents, consultants, employees, or subcontractors during the installation or maintenance of the storm sewer. This includes any costs related to these actions.
9. All notices, consents, and other communications required or contemplated under this license agreement will be deemed adequately given if in writing and delivered either in hand or by mail or federal express addressed to the recipient of the notice, and registered or certified, with return receipt requested (if by mail) or with confirmation confirmed via telephone (if by facsimile). All notices required or permitted to be sent pursuant to this license agreement will be deemed to have been given upon the date of acknowledged receipt and, in all other cases, upon the date of receipt or refusal.

If to licensor (County) to:

Lee County Attorney's Office
2115 Second Street
P. O. Box 398
Fort Myers, Florida 33902-0398
Attention: David Owen, County Attorney
Telephone number 239-335-2236
Telecopier number 239-335-2606

If to Stolle (Licensee) to:

Charlie Edwards, Esquire
Geraghty, Dougherty, Edwards, Goldberg, McQuagge, Bosseler
2225 First Street
Fort Myers, FL 33901
Telephone number 239-334-9500
Telecopier number 239-334-8930

10. This license agreement is not intended to serve as a driveway permit for Stolle.
11. This license agreement does not restrict the County from imposing conditions in the future with regard to development activity or use of the Stolle property surrounding the subject County-owned parcel.
12. The County reserves the ability to design, construct, and maintain a road in the future upon its property that may restrict or eliminate direct access across the road between the Stolle property holdings located to the north and to the south.
13. This license agreement evidences no intent to provide a median opening in the future.
14. By accepting this license, the County and Stolle each agree to the terms and conditions set forth herein and agree to be bound thereby. This license constitutes the entire agreement between Lee County and Stolle with respect to the right to cross County property and may not be modified, except by written agreement.
15. This license will be construed and enforced in accordance with Florida law.
16. This license agreement will be recorded in the Official Records of the Public Records of Lee County Florida.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

Donna Marie Collins
County Attorney's Office

STOLLE PROPERTIES, INC.
An Ohio corporation, licensed to do
business in Florida

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by
(date)
_____ of _____
(name of officer or agent, title of officer or agent) (name of corporation acknowledging),
a _____ corporation, on behalf of the corporation. He/she is
(state or place of incorporation)
personally known to me or has produced _____ as identification.
(type of identification)

(Signature of person taking acknowledgment)

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

- Exhibits: A. County Property (Warranty Deed)
B. Stolle Property (Fee Simple Deed)

1096 PC1764

872225

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
E. Mitchell Whaley
of the Law Office of
MELLOR, WHALEY, MOOREY & ROCKWELL
P.O. Drawer 1111
FORT MYERS, FLORIDA 33902

Ejn.

7/26
5/21
5/15

Warranty Deed

(STATUTORY FORM - SECTION 689.02 F.S.)

This Indenture, Made this 4th day of December 1974, Between

ANNA S. ALBERT, an unmarried widow

of the County of Knox State of ~~Florida~~ Illinois, grantor, and
LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,

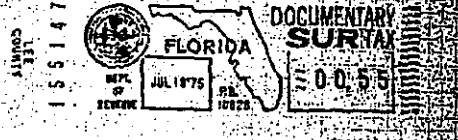
whose post office address is P.O. Box 398, Fort Myers

of the County of Lee State of Florida 33902, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of
---Ten--- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Lee County, Florida, to-wit:

AS DESCRIBED IN ATTACHED SCHEDULE

SUBJECT TO existing easements, restrictions and reservations of record
and taxes for the calendar year 1974.



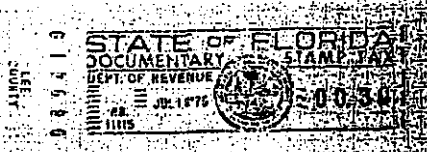
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Joseph F. West
Mable R. Marshall

Anna S. Albert (Seal)
Anna S. Albert



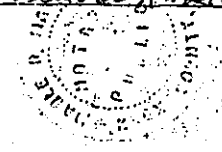
STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~KNOX~~ KNOX
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared ANNA S. ALBERT, an unmarried widow

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of December,
1974.

My commission expires:
Feb. 1, 1976

Mable R. Marshall
Notary Public



PARCEL "J"

A strip of land 125 feet wide bounded on the east by the easterly lines of Sections 1 and 12, Township 43 South, Range 24 East, Lee County, Florida, and bounded on the southwest by the northeasterly right-of-way line of the Seaboard Coast Line Railroad, the centerline of which is described as follows:

Begin at the Northeast corner of Section 12, Township 43 South, Range 24 East, Lee County, Florida, and run S 89° 19' 52" W along the north line of said Section 12 for 104.13 feet to the point of curvature of a curve to the left having a radius of 5729.58 feet; thence run along the arc of said curve through a central angle of 23° 34' 44" for an arc distance of 2357.89 feet to the point of tangency; thence run S 65° 45' 08" W for 461.26 feet to the northeasterly right-of-way line of the Seaboard Coastline Railroad and the end of this description, containing 8.18 acres.

~~RECORDED~~ ANNA S. ALBERT
Apparent Ownership Ref. No. M-16279
8-27-74

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
JUL 18 4 32 PM '75
CLERK OF CIRCUIT COURT
LEE COUNTY, FLORIDA



Revised 9/5/02
Doc. Stamps \$4,098.60

This Instrument Prepared by:
Charles B. Edwards
4415 Metro Parkway
Suite 325
Fort Myers, FL 33916

INSTR # 5535524
DR BK 03705 PG 4546
RECORDED 08/14/2002 11:09:49 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEED DOC 9,098.60
DEPUTY CLERK S Jensen

Property Appraiser's Parcel Identification Number:
01-43-24-00-00001.0010

FEE SIMPLE DEED

THIS INDENTURE, made this 2nd day of August A.D. 2002, by **The Ralph J. Stolle Company**, a corporation existing under the laws of the State of Ohio, of the County of Hamilton, hereinafter called the grantor, to **Stolle Properties, Inc.**, a corporation existing under the laws of the State of Ohio, whose post office address is P.O. Box 815, Lebanon, Ohio 43056, of the County of Warren, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" shall include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and transfers unto the grantee, all that certain land situate in Lee, State of Florida, viz:

SEE ATTACHED EXHIBIT "A"

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

Subject to easements, restrictions and reservations of record and taxes for the years subsequent to December 31, 2001.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

In Witness Whereof, the said grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Patricia A. Sapp
Witness Signature
PATRICIA A. SAPP
Printed Name
William F. Falknor
Witness Signature
William F. Falknor, Jr.
Printed Name

The Ralph J. Stolle Company, an Ohio Corporation

By: *William F. Falknor*
William F. Falknor, President

EXHIBIT B
Page 2 of 3

OR BOOK 03705 PAGE 4547

STATE OF OHIO

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 2nd day of August, A.D., 2002, by William F. Falknor, President of The Ralph J. Stolle Company, an Ohio Corporation, on behalf of the corporation who is personally known to me or who has produced _____ as identification.

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL



Gerald F. O'Connell, Jr.
Notary Public
Gerald F. O'Connell, Jr.
Printed Name

Commission No. _____ Expiration Date _____

GERALD F. O'CONNELL, JR., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

EXHIBIT A

That part of Sections 1, 2 and 12, of Township 43 South, Range 24 East, Lee County, Florida, lying East of Interstate Highway Number 75, less the East 100 feet of Section 1, the North 100 feet of the Northeast quarter of the Northeast quarter of Section 1, the North 100 feet of the East 100 feet of the Northwest quarter of the Northeast quarter of Section 1, and a 125 foot road described in Official Record Book 1096, Page 1764 of the Lee County Records.

More properly described as follows:

Beginning at the Northwest corner of said Section 1, run N 89 degrees 57'04" E, 3904.42 feet along the North line of Section 1; thence run S 00 degrees 02'56" W, 100 feet; thence run N 89 degrees 57'04" E parallel to the North line of said Section 1 for 1334.94 feet; to a point offset 100 feet South of the North line of Section 1 and 100 feet West of the East line of the Northeast quarter of Section 1; thence run S 00 degrees 01'42" E parallel to the East line of the Northeast quarter of Section 1 for 2567.35 feet; thence run S 00 degrees 01'13" E parallel to the East line of the Southeast quarter of Section 1 for 2627.08 feet to the North right-of-way line of a road described in Official Record Book 1096, Page 1764 of the Lee County Records; thence run along said North right-of-way S 89 degrees 10'05" W parallel to and 62.5 feet North of the South line of Section 1 for 5.01 feet to a point of curvature to the left; thence run along said curve 2393.67 feet to a point of tangency, said curve having a radius of 5792.08 feet, an internal angle of 23 degrees 34'44", a chord of 2366.83 feet, and a chord bearing of S 77 degrees 22'43" W; thence run S 65 degrees 35'21" W 53.41 feet to the Easternmost right-of-way of Interstate Highway Number 75; thence run along said right-of-way N 45 degrees 46'00" W 1722.33 feet to a point of curvature to the right; thence run along said curve 2057.92 feet to a point of tangency, said curve having a radius of 5611.58 feet, an internal angle of 21 degrees 00'43", a chord of 2046.40 feet, and a chord bearing of N 35 degrees 15'38" W; thence run N 24 degrees 45'17" W, 1539.41 feet; thence run N 45 degrees 14'44" E, 274.63 feet; thence run N 46 degrees 45'17" W, 100.00 feet; thence run S 45 degrees 14'43" W, 238.23 feet; thence run N 24 degrees 45'17" W, 651.10 feet to the point of curvature to the left; thence run along said curve 1049.79 feet to the intersection of the East right-of-way of Interstate Highway Number 75 and the North line of Section 2, said curve having a radius of 3736.68 feet, an internal angle of 16 degrees 05'48", a chord of 1046.34 feet, and a chord bearing of N 32 degrees 48'11" W; thence run N 89 degrees 58'43" E, 1065.91 feet along the North line of Section 2, to the point of beginning. Together with the following described parcel: Commencing at the Southeast corner of Section 1 run S 00 degrees 01'32" W, 62.51 feet along the East line of Section 12, to the point of beginning of the lands herein described; thence continue S 00 degrees 10'32" W, 2805.46 feet along the East line of Section 12 to the Easternmost right-of-way of Interstate Highway Number 75; thence run along said right-of-way N 45 degrees 46'00" W, 2852.65 feet; thence run N 44 degrees 14'00" E, 80.00 feet; thence run N 45 degrees 46'00" W, 254.37 feet; thence run N 63 degrees 13'59" E, 30.28 feet; thence run N 26 degrees 46'00" W, 80.00 feet; thence run S 63 degrees 14'00" W, 142.44 feet; thence run N 45 degrees 46'00" W, 72.28 feet to the South right-of-way line of road described in Official Record Book 1096, Page 1764; thence run N 65 degrees 35'21" E, 4.54 feet along said right-of-way to a point of curvature to the right; thence run along said curve 2332.17 feet to a point of tangency, said curve having a radius of 5667.08 feet, an internal angle of 23 degrees 34'44", a chord of 2315.75 feet and a chord bearing of N 77 degrees 22'43" E; thence run N 89 degrees 10'05" E, 103.03 feet to the Point of Beginning.

OR2337 P0032

CHARLIE GREEN LLC ET AL
92 OCT 28 PM 9:05