

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

Blue Sheet No. 20041366

1. REQUESTED MOTION.

ACTION REQUESTED: Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 122, Gunnery Road Widening. Project 4055, in the amount of \$1,500.00; (2) Chairman, on behalf of the Board, to sign the Purchase Agreement; (3) payment of costs and fees to close; (4) 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: Allows the County to proceed with the project without resorting to Eminent Domain proceedings.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT**

CLB

3. MEETING DATE:

11-23-2004

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Easement

Property Details:

Owner: Donald D. Marks and Martha Marks
Address: 1537 Gretchen Avenue South, Lehigh Acres, FL 33971
STRAP No.: 04-45-26-05-00010.0190

Purchase Details:

Purchase Price: \$1,500.00
Costs to Close: Approximately \$500.00

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

Staff Recommendation: Considering the costs associated with condemnation proceedings estimated to be between \$3,000 and \$5,000, excluding land value, Staff recommends the Board approve the Requested Motion.

Account: 20405518803.506110

20 - CIP; 4055 - Gunnery Road; 18803 - Impact Fees - Road - Lee Co.; 506110 - Land

Attachments: Easement Purchase Agreement; Slope/Restoration Easement and Temporary Construction 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>BAO 11/19/04</i>	<i>[Signature]</i>	OA <i>[Signature]</i>	OM <i>[Signature]</i>	Risk <i>[Signature]</i>	GC <i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 11/8/04
Time: 11:52
Forwarded To:
[Signature]

RECEIVED BY
COUNTY ADMIN: *[Signature]*
11/8/04
COUNTY ADMIN
FORWARDED TO: *[Signature]*
11-9-04
30m

Parcel: 122
Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055
STRAP No.: 04-45-26-05-00010.0140, .0150, .0160, .0170, .0180 AND .0190

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this 5TH day of OCTOBER, 2004, by and between **Donald D. Marks and Martha Marks**, husband and wife, whose address is 9513 Ash Hollow Place, Montgomery Village, MD 20886, hereinafter referred to as Owner, and **LEE COUNTY**, a political subdivision of the State of Florida, for the use and benefit of said County, hereinafter referred to as Purchaser.

Whereas, Purchaser requires a perpetual, nonexclusive Slope/Restoration Easement and a Temporary Construction Easement located and described as set forth in Exhibit "C" and "D" attached to Exhibit "A". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Gunnery Road Widening Project #4055.

- a) Owner will grant said easements to Purchaser for the sum of \$1,500.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easements will be granted to Purchaser by execution of the Non-exclusive Slope/Restoration Easement and Temporary Construction Easement in form and substance set forth in Exhibit "A".
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 60 days of the execution and acceptance of this Easement Purchase Agreement and the Perpetual and Temporary Easement instruments by Purchaser.
- d) Owner agrees that Purchaser, his successors and assigns will be allowed to use said easement areas as specified in the Easement document attached to Exhibit "A".
- e) Purchaser agrees to complete construction within the easement area in a timely manner.
- f) The land in Exhibit "C" and "D" is not and has never been the homestead of the Owner, nor is it contiguous to the homestead of the Owner.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



1st Witness Signature



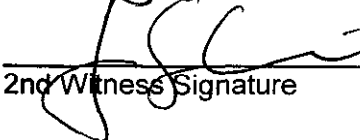
2nd Witness Signature



Owner: Donald D. Marks



1st Witness Signature



2nd Witness Signature



Owner: Martha Marks

EASEMENT PURCHASE AGREEMENT

Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

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ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

This instrument prepared by:

Lee County

Division of County Lands

Post Office Box 398

Fort Myers, Florida 33902-0398

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE. **EXHIBIT "A"**

Parcel: 122

Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

STRAP No.: 04-45-26-05-00010.0140, .0150, .0160, .0170, .0180 AND .0190

SLOPE/RESTORATION EASEMENT and
TEMPORARY CONSTRUCTION EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20_____, between Donald D. Marks and Martha Marks, husband and wife, whose address is 9513 Ash Hollow Place, Montgomery Village, MD 20886, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is PO Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual non-exclusive slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).

2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.

3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.

4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.

5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.

6. 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, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "C" and "D", have good and lawful right and power to 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.

Slope/Restoration Easement
Project: Gunnery Road 4 Lane, Project No. 4055
Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. During the period of 7/1/05 through 12/31/06, the County will have permission to enter the following described lands in Exhibit "D" for purpose of ingress and egress to the Gunnery Road Widening Project where it abuts the above described property, by workmen, machinery and vehicles, the storing and/or stockpiling materials as needed for said construction; and then restoring the said property and thereby connecting all new construction resulting from the project to that existing prior to construction. The County will restore, as reasonably possible, the temporary construction area to a safe and aesthetic condition, as such existed prior to construction. The County will grade the lands to match the new construction at no cost to the Grantor.

9. This easement runs with the land and is binding upon the parties, their successors and assigns.

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

TWO SEPARATE WITNESSES:

1st Witness Signature

Donald D. Marks

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Martha Marks

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Donald D. Marks. He/she is personally known to me or who has produced
(name of person acknowledged)
_____ as identification.

(Signature of Notary Public)

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

STATE OF
COUNTY OF

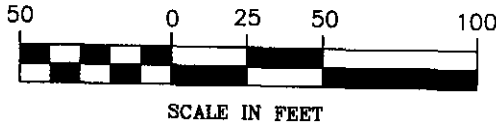
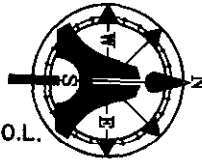
The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Martha Marks. He/she is personally known to me or who has produced
(name of person acknowledged)
_____ as identification.

(Signature of Notary Public)

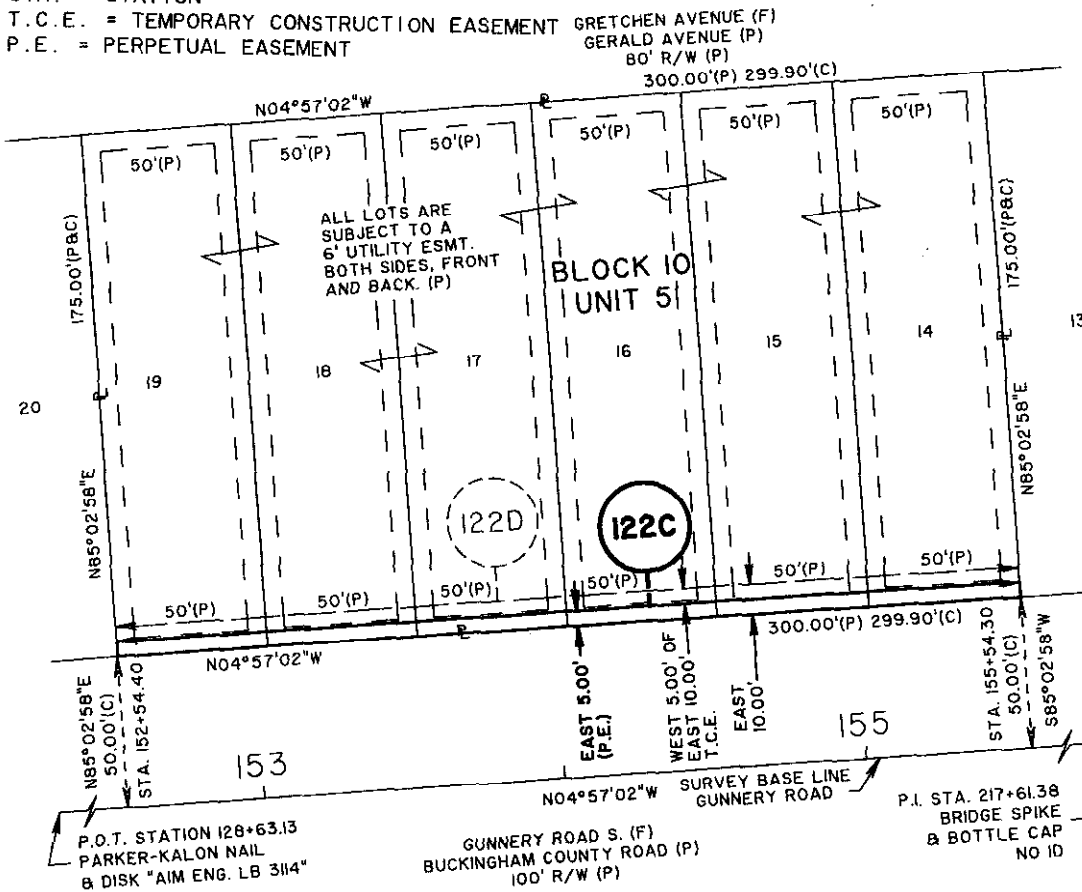
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

LEGEND
 (C) = CALCULATED
 (F) = FIELD
 (P) = PLAT
 C.B. = CHORD BEARING
 CH = CHORD
 ESMT. = EASEMENT
 L = LENGTH
 M.O.L. = MORE OR LESS
 P.B. = PLAT BOOK
 PG. = PAGE
 R = PARENT TRACT PROPERTY
 LINE
 R = RADIUS
 RT. = RIGHT
 R/W = RIGHT OF WAY
 S.F. = SQUARE FEET
 STA. = STATION
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 P.E. = PERPETUAL EASEMENT

PARCEL NO. 122C (PERPETUAL EASEMENT)
 PROPERTY OWNER: DONALD D. MARKS AND MARTHA MARKS
 STRAP NO. 04-45-26-05-00010.0140
 STRAP NO. 04-45-26-05-00010.0150
 STRAP NO. 04-45-26-05-00010.0160
 STRAP NO. 04-45-26-05-00010.0170
 STRAP NO. 04-45-26-05-00010.0180
 STRAP NO. 04-45-26-05-00010.0190
 AREA OF PARENT TRACT: 1.205 ACRES, M.O.L.
 AREA OF TAKE: 1,500 S.F., M.O.L.



"EXHIBIT C"



**PARCEL 122C
 (PERPETUAL EASEMENT)**

A 5.00 FOOT WIDE PERPETUAL EASEMENT BEING THE EAST 5.00 FEET OF LOTS 14, 15, 16, 17 18 AND 19, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

SAID LANDS CONTAIN 1,500 SQUARE FEET, MORE OR LESS.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

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

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

Bob E. Potter 6/9/04
 BOB E. POTTER, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5668

THIS IS NOT A SURVEY SHEET 1 OF 1

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734

icensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 122C GUNNERY ROAD FROM S.R. B2 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/8/04	SEC-TWP-RGE 4-45S-26E
	FILE: 7504-122C
	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

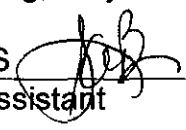
Search No. 04-45-26-05-00010.0140, .0150, .0160, .0170, .0180 and .0190

Date: October 22, 2004

Parcel: 122

Project: Gunnery Road Widening, Project 4055

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

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 04-45-26-05-00010.0140, .0150, .0160, .0170, .0180 and .0190

Effective Date: September 21, 2004, at 5:00 p.m.

Subject Property: Lots 14, 15, 16, 17, 18 and 19, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Donald D. Marks and Martha Marks, husband and wife

By that certain instrument dated December 8, 1999, recorded December 16, 1999 in Official Record Book 3200, Page 2518, Public Records of Lee County, Florida.

Easements:

1. Six foot utility easement along both sides, front and back of subject property, as recited on recorded plat of the subdivision.

NOTE (1): Declarations of Restrictions recorded in Official Record Book 84, Page 310 and Official Record Book 527, Page 29, Public Records of Lee County, Florida.

NOTE (2): Corrective Deed recorded in Official Record Book 3200, Page 2517, Public Records of Lee County, Florida, corrected errors in deeds to Harry A. Donovan, in instruments recorded in Official Record Book 1189, Pages 2048 –2053, Public Records of Lee County, Florida. However, corrective deed conveyed subject property to Donald D. Marks and Martha Marks, husband and wife, not Harry A. Donovan. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

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.