

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

Blue Sheet No. 20041371

1. REQUESTED MOTION.

ACTION REQUESTED: Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 189, Gunnery Road Widening. Project 4055, in the amount of \$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

C6F

3. MEETING DATE:

11-23-2004

4. AGENDA:

6. REQUESTOR OF INFORMATION:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

A. COMMISSIONER

B. DEPARTMENT

Independent

C. DIVISION

County Lands

BY:

KLW
Karen L.W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Easement

Property Details:

Owner: Jimmy P. Porter and Joan P. Porter
Address: 207 Gunnery Road, Lehigh Acres, FL 33971
STRAP No.: 28-44-26-06-00063.0090

Purchase Details:

Purchase Price: \$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 - ~~E-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
					OA	OM	Risk	GC	
<i>K. Forsyth</i>			<i>GD</i>	<i>Attorney</i>	<i>11/9/04</i>	<i>11/9/04</i>	<i>11-9-04</i>	<i>11/9/04</i>	<i>AS 11/9/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *11/8/04*
 Time: *11:50*
 Forwarded To: *Admin. 11/8/04 3:40pm*

RECEIVED BY
 COUNTY ADMIN: *W*
 COUNTY ADMIN
 FORWARDED TO: *PH*
11/7/04

Parcel: 189
Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00063.0090

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this 12th day of October, 2004, by and between **Jimmy P. Porter and Joan P. Porter**, husband and wife, whose address is 14810 Homestead Road, Lehigh Acres, FL 33971, 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 \$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:**

J. M. Dobson
1st Witness Signature
Kate M. Jice
2nd Witness Signature

Owner: Jimmy P. Porter

By: Jimmy P. Porter
Owner: Joan P. Porter

J. M. Dobson
1st Witness Signature
Kate M. Jice
2nd Witness Signature

By: Joan P. Porter

EASEMENT PURCHASE AGREEMENT

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

Page 2 of 2

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: 189
Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00063.0090

SLOPE/RESTORATION EASEMENT and
TEMPORARY CONSTRUCTION EASEMENT

This INDENTURE, made and entered into this 12th day of October 2004, between Jimmy P. Porter and Joan P. Porter, husband and wife, whose address is 14810 Homestead Road, Lehigh Acres, FL 33971, (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.

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:

J. M. Dobson
1st Witness Signature

J. M. Dobson
Printed name of 1st Witness

Katie M. Tice
2nd Witness Signature

Katie M. Tice
Printed name of 2nd Witness

Jimmy P. Porter
Jimmy P. Porter

J. M. Dobson
1st Witness Signature

J. M. Dobson
Printed name of 1st Witness

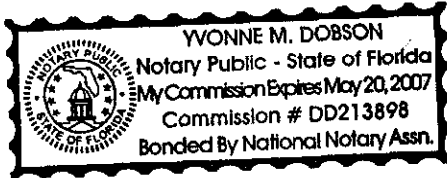
Katie M. Tice
2nd Witness Signature

Katie M. Tice
Printed name of 2nd Witness

Joan P. Porter
Joan P. Porter

STATE OF
COUNTY OF Lee

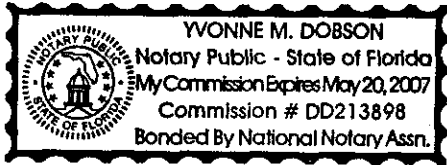
The foregoing instrument was acknowledged before me this 12th day of October, 20 , by Jimmy P. Porter. He/she is personally known to me or who has produced (name of person acknowledged)
FL. ID. as identification.



Y.M. Dobson
(Signature of Notary Public)
Y.M. Dobson
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

STATE OF
COUNTY OF Lee

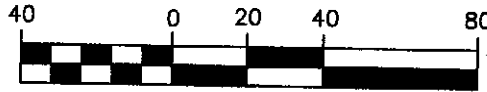
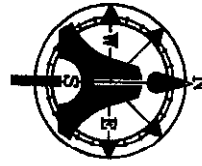
The foregoing instrument was acknowledged before me this 12th day of October, 20 , by Joan P. Porter. He/she is personally known to me or who has produced (name of person acknowledged)
FL. ID. as identification.



Y.M. Dobson
(Signature of Notary Public)
Y.M. Dobson
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

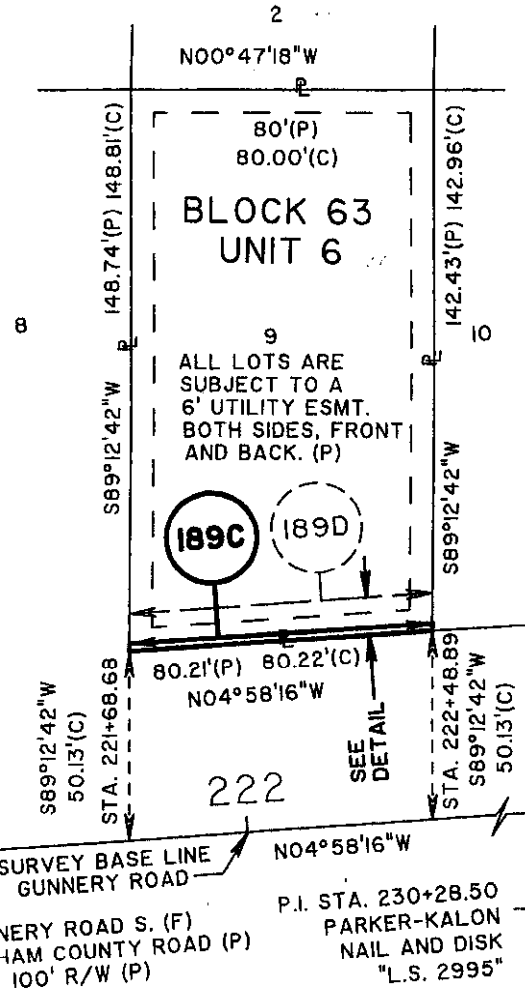
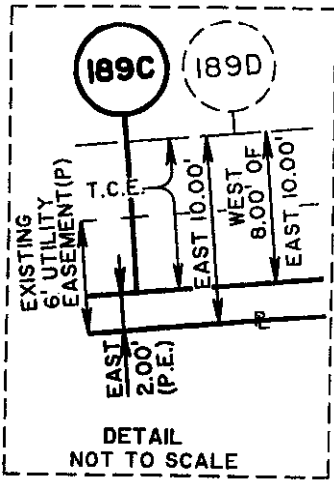
LEGEND
 (C) = CALCULATED
 (F) = FIELD
 (P) = PLAT
 C.B. = CHORD BEARING
 CH = CHORD
 ESMT. = EASEMENT
 L = LENGTH
 M.O.L. = MORE OR LESS
 P.B. = PLAT BOOK
 PG. = PAGE
 R = PARENT TRACT
 PROPERTY LINE
 R = RADIUS
 RT. = RIGHT
 R/W = RIGHT OF WAY
 S.F. = SQUARE FEET
 STA. = STATION
 T.C.E. = TEMPORARY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

PARCEL .J. 189C (PERPETUAL EASEMENT)
 PROPERTY OWNER: JIMMY P. POTER AND JOAN P. POTER
 STRAP NO. 28-44-26-06-00063.0090
 AREA OF PARENT TRACT: 11,671 S.F., M.O.L.
 AREA OF TAKE: 160 S.F., M.O.L.



SCALE IN FEET

EXHIBIT C



P.I. STA. 217+61.38
 BRIDGE SPIKE
 & BOTTLE CAP
 NO ID

SURVEY BASE LINE
 GUNNERY ROAD
 GUNNERY ROAD S. (F)
 BUCKINGHAM COUNTY ROAD (P)
 100' R/W (P)
 P.I. STA. 230+28.50
 PARKER-KALON
 NAIL AND DISK
 "L.S. 2995"

PARCEL 189C
 (PERPETUAL EASEMENT)

8.00 FOOT WIDE PERPETUAL EASEMENT
 BEING THE WEST 8.00 FEET OF THE EAST
 20.00 FEET OF LOT 9, BLOCK 63, UNIT 6,
 LEHIGH ESTATES, A SUBDIVISION OF LEHIGH
 ESTATES, SECTION 28, TOWNSHIP 44 SOUTH,
 RANGE 26 EAST, AS RECORDED IN PLAT BOOK
 PAGE 78, OF THE PUBLIC RECORDS, LEE
 COUNTY, FLORIDA.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE
 SURVEY BASE LINE OF GUNNERY ROAD HAVING A
 BEARING OF N 04°58'16" W FROM P.I. STATION
 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP
 NO ID. TO P.I. STATION 230+28.50 BEING A
 PARKER-KALON NAIL AND DISK "L.S. 2995"

ALL LANDS CONTAIN 160 SQUARE FEET, MORE
 OR LESS.

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

Bob L. Potter 7/6/04
 BOB L. POTER, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5888

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

AIM Engineering & Surveying, Inc.

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

THIS IS NOT A SURVEY

SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 189C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/1/04	SEC-TWP-RGE 28-44S-26E
	FILE: 7504-189C
	COUNTY: LEE COUNTY

Florida Business Number 3114

LEGEND
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 C.B. = CHORD BEARING
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 EASEMENT
 P.E. = PERPETUAL EASEMENT
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 P.O.T. = POINT ON TANGENT

PARCEL 189D (TEMPORARY CONSTRUCTION EASEMENT)
 PROPERTY OWNER: JIMMY P. POTER AND JOAN P. POTER
 STRAP NO. 28-44-26-06-00063.0090
 AREA OF PARENT TRACT: 11,671 S.F., M.O.L.
 AREA OF TAKE: 642 S.F., M.O.L.

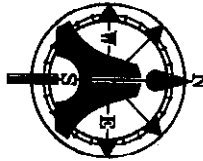
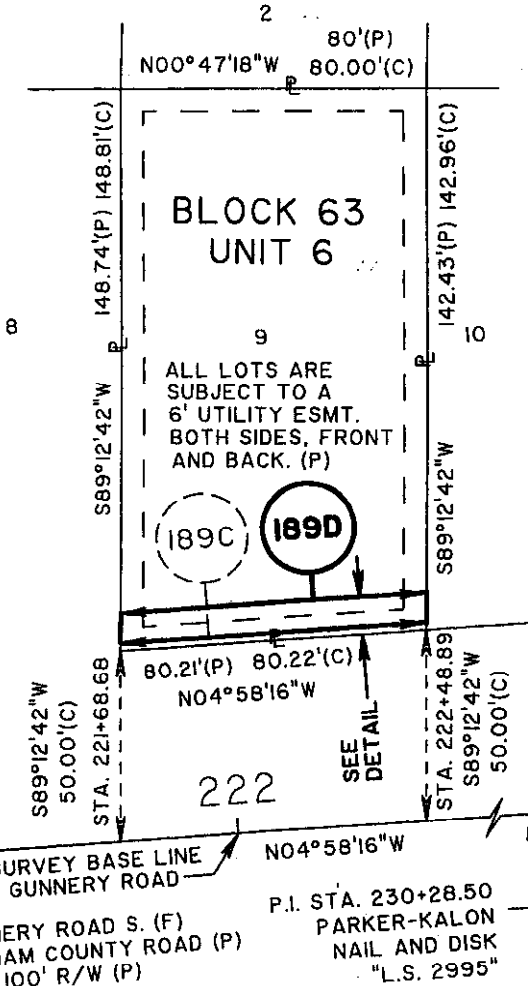
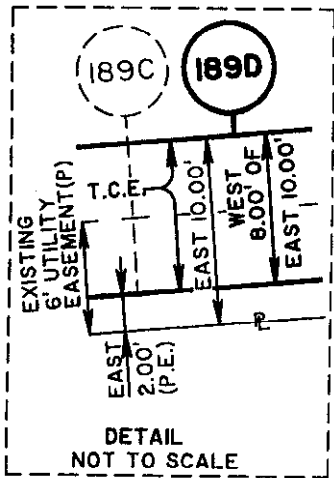
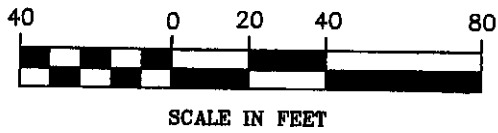


EXHIBIT D



BLOCK 63
 UNIT 6

ALL LOTS ARE
 SUBJECT TO A
 6' UTILITY ESMT.
 BOTH SIDES, FRONT
 AND BACK. (P)

189C 189D

P.I. STA. 217+61.38
 BRIDGE SPIKE
 & BOTTLE CAP
 NO ID

P.I. STA. 230+28.50
 PARKER-KALON
 NAIL AND DISK
 "L.S. 2995"

PARCEL 189D
 TEMPORARY CONSTRUCTION EASEMENT)

8.00 FOOT WIDE TEMPORARY CONSTRUCTION
 EASEMENT BEING THE WEST 8.00 FEET OF
 THE EAST 10.00 FEET OF LOT 9,
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 SOUTH, RANGE 26 EAST, AS RECORDED IN
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
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PREPARED BY:
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Bob L. Potter 7/6/04
 BOB L. POTTER, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

M Engineering & Surveying, Inc.
 5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 189D GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/1/04	SEC-TWP-RGE 28-44S-26E
	FILE: 7504-189D
	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00063.0090

Date: October 22, 2004

Parcel: 189

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: 28-44-26-06-00063.0090

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

Subject Property: Lot 9, Block 63, Unit 6, Section 28, Township 44 South, Range 26 East, 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 78, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Jimmy P. Porter and Joan P. Porter, husband and wife

By that certain instrument dated May 27, 1994, recorded June 3, 1994, in Official Record Book 2506, Page 1883, Public Records of Lee County, Florida.

Easements:

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

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

NOTE (2): Deed recorded July 31, 1984, in Official Record Book 1739, Page 1027, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. 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.