

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

**Blue Sheet No. 20050557**

1. **ACTION REQUESTED/PURPOSE:** Authorize: 1) approval of Easement Purchase Agreement in Lieu of Condemnation for acquisition of Parcel 120, Gunnery Road Widening Project No. 4055, in the amount of \$2,300; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; and 3) the Division of County Lands to handle and accept all documentation necessary to complete transaction and grant an extension to close, if necessary.
2. **WHAT ACTION ACCOMPLISHES:** Allows the County to proceed with the project without resorting to Eminent Domain proceedings.
3. **MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

4. **Departmental Category:** 6 *CLA* 5. **Meeting Date:** *05-10-2005*

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input checked="" type="checkbox"/> Statute 73 & 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other Blue Sheet 20050182	<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> Independent <b>Division</b> County Lands <i>SM</i> <b>By:</b> Karen L.W. Forsyth, Director <i>KLF</i>
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**9. Background:**

**Negotiated for:** Department of Transportation  
**Interest to Acquire:** Fee Interest and Perpetual Slope/Restoration Easement  
**Property Details:**  
**Owner:** Roman R. Orellana, a married man, and Elder R. Orellana, a married man  
**Address:** 1541 Gretchen Ave S  
**STRAP No.:** 04-45-26-05-00010.0210

**Purchase Details:**  
**Purchase Price:** \$2,300  
**Costs to Close:** \$500

**Appraisal Information:**  
**Company:** Carlson Norris & Associates, Inc.  
**Appraised Value:** \$1,075

**Staff Recommendation:** The property owner refused to accept binding offer in the amount of \$2,000 for the property, approved on Blue Sheet 20050182. However, through negotiations, they have now agreed to accept \$2,300. Staff is of the opinion that the purchase price increase of approximately \$1,225, above the appraised value, can be justified considering the costs associated with condemnation proceedings, estimated between \$2,000 and \$3,000, and the escalating property values. Staff recommends the Board approve the Requested Motion.

**Account:** 20405518803.506110

**Attachments:** Purchase and Sale Agreement, Slope/Restoration Easement, Title Search, Appraisal Letter

**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>[Signature]</i>	Analyst <i>[Signature]</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>

11. **Commission Action:**
- Approved
  - Deferred
  - Denied
  - Other

Rec. by CoAtty \_\_\_\_\_

Date: *4/21/05*

Time: *10:55*

Forwarded To: \_\_\_\_\_

*4/21/05 2pm*

COUNTY ADMIN: \_\_\_\_\_

*4/27/05*

*4pm*

COUNTY ADMIN FORWARDED TO: \_\_\_\_\_

*4/28/05*

*3/PM*

This document prepared by:

Lee County

County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

Parcels: 120 A, B & C

STRAP No.: 04-45-26-05-00010.0210

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship, whose address is PO Box 150182, Cape Coral, FL 33915, Owner, hereinafter referred to as SELLER, and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 112 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive public utility easement consisting of +/-163 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 187 square feet, located and described as set forth in Exhibit "C", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be Two Thousand <sup>Two hundred dollars</sup> ~~and no/100~~ <sup>no/100</sup> ~~(2,300.00)~~ (\$2,000.00), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory Warranty Deed, and a Slope/Restoration easement (the form of the easement is attached as Exhibit "Y"), and a public utility easement (the form of the easement is attached as Exhibit "X") and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date

BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

*R.O.  
E.O.* the best of Seller's Knowledge

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby ~~warrants~~ and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

*R.O.  
E.O.*

*represents*

The SELLER also ~~warrants~~ that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

*R.O.  
E.O.*

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

of closing, if applicable;

- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

**6. BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

**7. TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

**8. DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

**9. SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

**10. ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER,

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

WITNESSES:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

SELLER:

*Roman Orellana*  
Roman R. Orellana (DATE)

SELLER:

*Elder R. Orellana*  
Elder R. Orellana (DATE)

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

This document prepared by  
Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 120 A, B & C  
STRAP No.: 04-45-26-05-00010.0210


SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easements referenced to and described in this Agreement.
2. The property described in Exhibit "A", "B", and "C" are not and have never been the homestead of the owner, nor is it contiguous to the homestead of the owners.
3. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to the easements attached as Exhibit "X" and "Y".

WITNESSES:

\_\_\_\_\_

SELLER:



Roman R. Orellana (DATE)

WITNESSES:

\_\_\_\_\_

SELLER:



Elder R. Orellana (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



PARCEL NO. 120A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: RAMON R. ORELLANA  
 STRAP NO. 04-45-26-05-00010.0210  
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.  
 AREA OF TAKE: 212 S.F., M.O.L.

**Exhibit "A"**

PARCEL 120A  
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE LYING IN LOT 21, 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 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 21, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 151+54.43; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 15.00 FEET; THENCE N 40°02'58" E, A DISTANCE OF 21.21 FEET TO THE EAST LINE OF SAID LOT 21; THENCE S 04°57'02" E, ALONG THE EAST LINE OF LOT 21, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 112 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 L. POTTER, P.E.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 158104

AIM 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 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 120A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E
FILE: 7504-120A	COUNTY: LEE COUNTY



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.),  
Project No. 4055  
Parcels: 120B  
STRAP No.:04-45-26-05-00010.0210

EXHIBIT "X"

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship, whose address is PO Box 150182, Cape Coral, FL 33915, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 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 utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, water systems, sewer transmission and collection systems with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "B"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, poles, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

Grant of Perpetual Public Utility Easement

Page 2

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

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, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "B"), 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 recorded in the Public Records, and accordingly, Grantors 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.

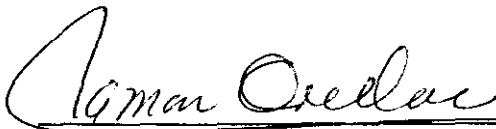
6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

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

IN WITNESS WHEREOF, Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

\_\_\_\_\_  
1st Witness Signature



\_\_\_\_\_  
Roman R. Orellana

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

\_\_\_\_\_  
1st Witness Signature



\_\_\_\_\_  
Elder R. Orellana

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

Grant of Perpetual Public Utility Easement

Page 3

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by Roman R. Orellana. He is personally known to me or has

produced \_\_\_\_\_ as identification.

(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by Elder R. Orellana. He is personally known to me or has

produced \_\_\_\_\_ as identification.

(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

PARCEL NO. 120B (UTILITY EASEMENT)  
 PROPERTY OWNER: RAMON R. ORELLANA  
 STRAP NO. 04-45-26-05-00010.0210  
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.

## Exhibit "B"

PARCEL 120B  
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOT 21, 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 BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 21, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 151+54.43; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 8.49 FEET; THENCE N 40°02'58" E, A DISTANCE OF 33.21 FEET TO THE EAST LINE OF SAID LOT 21; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 8.49 FEET; THENCE S 40°02'58" W, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 163 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 L. POTTER P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 12345  
 DATE 6/23/04

AIM 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 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH-PARCELS 120B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E
FILE: 7504-120B	COUNTY: LEE COUNTY



**This instrument prepared by:**

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

EXHIBIT "Y"

Parcel: 120C  
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055  
STRAP No.: 04-45-26-05-00010.0210

**SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
Between **Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**, whose address is PO Box 150182, Cape Coral, FL 33915, (Grantor), and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office 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 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. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
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", 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:** Gunner Road 4 Lane (SR82 – Lee Blvd.), 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. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**, Grantor, has caused this document to be signed on the date first above written.

**TWO SEPARATE WITNESSES:**

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

  
\_\_\_\_\_  
**Roman R. Orellana** GRANTOR

  
\_\_\_\_\_  
**Elder R. Orellana** GRANTOR

**Slope/Restoration Easement**

**Project:** Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055

**Page 3 of 3**

**STATE OF**

**COUNTY OF**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Roman R. Orellana**. He/she is personally known to me or who has produced \_\_\_\_\_ 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 **Elder R. Orellana**. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

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

PARCEL NO. 120C (PERPETUAL EASEMENT)  
 PROPERTY OWNER: RAMON R. ORELLANA  
 STRAP NO. 04-45-26-05-00010.0210  
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.  
 AREA OF TAKE: 187 S.F., M.O.L.

EXHIBIT **C**

PARCEL 120C  
 (PERPETUAL EASEMENT)

A 5.00 FOOT WIDE PERPETUAL EASEMENT LYING IN LOT 2I, 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 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2I, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 152+04.41; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 2I, A DISTANCE OF 34.98 FEET; THENCE S 40°02'58" W, A DISTANCE OF 7.07 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOT 2I, A DISTANCE OF 39.98 FEET TO THE NORTH LINE OF SAID LOT 2I; THENCE N 85°02'58" E, ALONG THE NORTH LINE OF SAID LOT 2I, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 187 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.

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.  
 BOB L. POTIER, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5888  
 DATE: 6/23/04

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

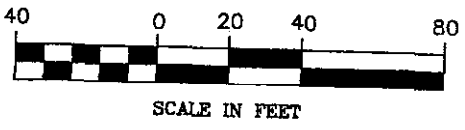
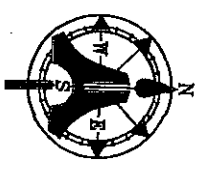
Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

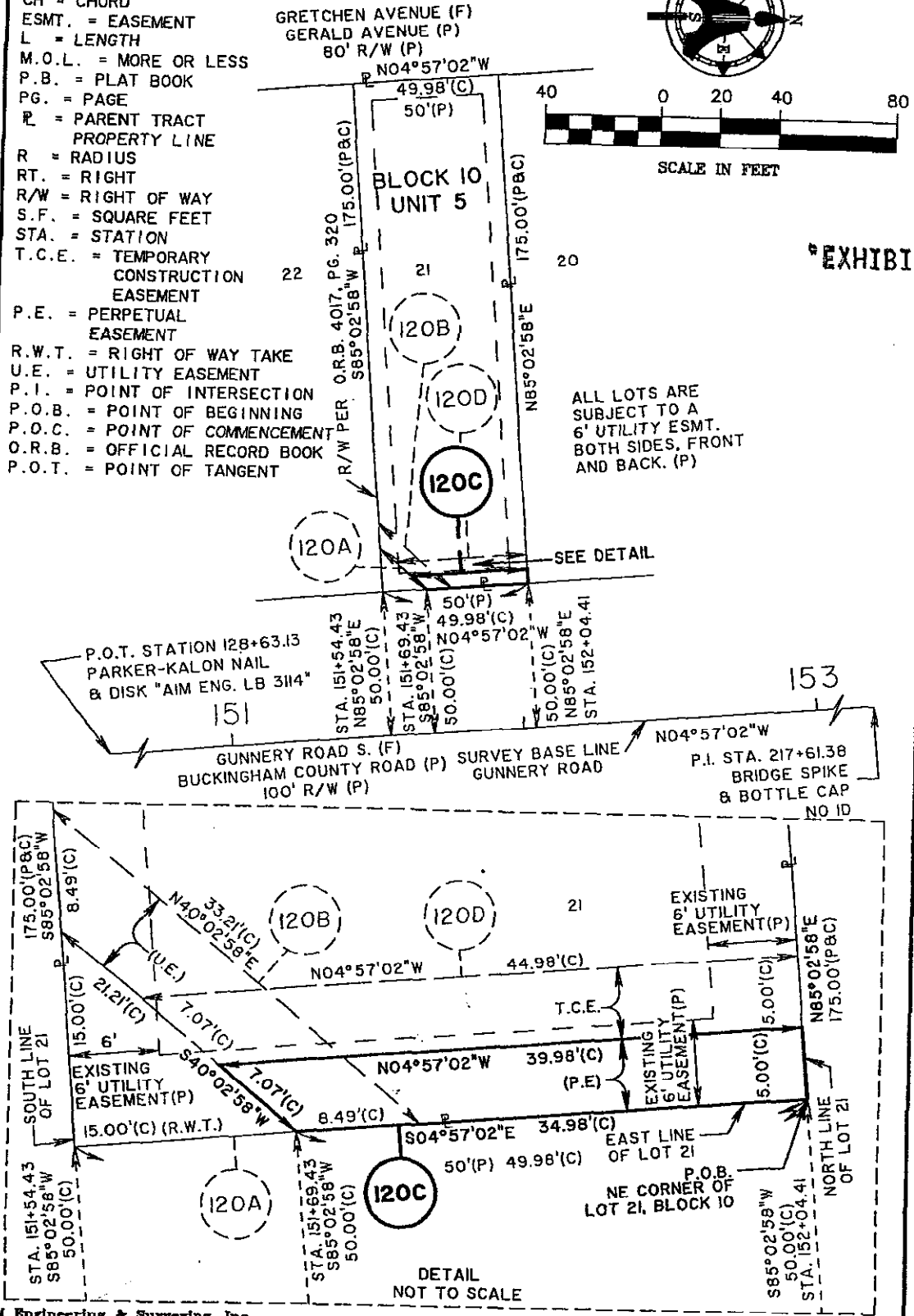
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 120C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TYP-RGE 4-455-26E
FILE: 7504-120C	COUNTY: LEE COUNTY

- 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
  - P = 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
  - R.W.T. = RIGHT OF WAY TAKE
  - U.E. = UTILITY EASEMENT
  - P.I. = POINT OF INTERSECTION
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - P.O.T. = POINT OF TANGENT

**PARCEL NO. 120C (PERPETUAL EASEMENT)**  
**PROPERTY OWNER: RAMON R. ORELLANA**  
**STRAP NO. 04-45-26-05-00010.0210**  
**AREA OF PARENT TRACT: 8,747 S.F., M.O.L.**  
**AREA OF TAKE: 187 S.F., M.O.L.**



**EXHIBIT C**



**AIM 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 2 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 120C GUNTERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-YWP-RGE 4-45S-26E
FILE: 7504-120C	COUNTY: LEE COUNTY

**Division of County Lands****Updated Ownership and Easement Search**

Search No. 04-45-26-05-00010.0210

Date: January 13, 2005

Parcel: 120

Project: Gunnery Road Widening, Project No. 4055

To: Michael J. O'Hare, SR/WA  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS  
Property Acquisition Assistant 

STRAP: 04-45-26-05-00010.0210

Effective Date: December 25, 2004, at 5:00 p.m.

**Subject Property:** Lot 21, Block 10, Lehigh Estates Unit 5, Section 4, Township 45 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 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**

By that certain instrument dated August 11, 1997, recorded August 26, 1997, in Official Record Book 2860, Page 608, Public Records of Lee County, Florida.

**Easements:**

1. Subject to a 6 foot Utility Easement, both sides front and back on all lots, as recited on the plat of Unit 5, Lehigh Estates recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to Sewer and Water Covenants and Restrictions recorded in Official Record Book 10, Page 695 and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the boundaries of the East County Water Control District recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to an Agreement for Water and Sewer Easements recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
6. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.

**Updated Ownership and Easement Search**

Search No. 04-45-26-05-00010.0210

Date: January 13, 2005

Parcel: 120

Project: Gunnery Road Widening, Project No.  
4055

NOTE(1): Subject property is not encumbered by a mortgage.

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

**Tax Status:** 2004 taxes are 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.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 120  
**Owner Name/Address:** Orellana, Ramone, 1541 Gretchen Avenue S  
**Lee County STRAP Number:** 04-45-26-05-00010.0210  
**Legal Description:** Lot 21, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85  
**History of Ownership:** No sale in previous five years  
**Interest Appraised:** Fee Simple (X) Partial (X)  
**Assessed Value:** \$17,060  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 8,750 square feet  
**Frontage - Depth:** 50' X 175'  
**Acquisition Type:** Fee Take (X) - A 112 square feet  
Utility Easement (X) - B  
Perpetual Easement (X) - C 187 square feet  
Sidewalk ( )  
Drainage ( )  
Fill/Slope (X)  
**Parcel Remainder Size:** 8,451 sf unencumbered, 187 sf encumbered  
**Existing Easements:** Utility (X) Drainage ( ) Road ( )  
**Corner Parcel ( ) Interior Parcel (X)**  
**Topography - Level (X) Irregular ( )**  
**Soil Conditions - Typical (X) Require Correction ( )**  
**Flood Zone: B Panel #: 125124 0375 B**  
**Utilities Available:** Electricity (X)  
Telephone (X)  
Water ( )  
Sewer ( )  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** None  
**Marketing Time:** Less than 1 year  
**Highest and Best Use:** Commercial Requires Zoning Change ( )  
Used in connection with adjoining property

**Improvements** None (X) Site ( ) Structure ( )

**Description of improvements within take area:** None

**Valuation**

**Approaches Used:** Sales Comparison (X)  
Cost Approach ( )  
Income Approach ( )  
**Analysis Type:** Complete (X) Limited ( )  
**Report Type:** Restricted ( ) Summary (X) Self Contained ( )

**Sale Data:** Range of Sales \$ per SF \$3.71 - \$6.29  
Time Adjusted Range \$ per SF \$3.95 - \$7.22  
Sale Date Range March 2004 - October 2004

**Value of Improvements:** N/A

**Value Estimates:** (See summary chart below)

**SUMMARY OF ANALYSIS**

**Gunnery Road Project  
Parcel 120**

<b>Market Value of Fee Simple Interest in Parent Parcel</b>	x	8,750 sf <u>\$5.75</u> per sf	\$50,312.50	\$50,312.50
<b>less: Market Value of Remainder</b> * 8750 sf - 187 sf proposed easement area and 112 sf fee take area fee value per sf	x	8451 sf * <u>\$5.75</u> per sf	\$48,593.25	
<b>less: *per county data Utility and Slope Esmt.- B &amp; C</b> \$5.75 per sf times .60 (1 - .40 percentage of impact) remainder value for land within proposed easement	x	187 sf* <u>\$3.450</u> per sf	\$645.15	
<b>Total Market Value of Remainder</b>				<u>\$49,238.40</u>
<b>Market Value of Part Taken</b>				<u>\$ 1,074.10</u>
<b>rounded to .....</b>				<u>\$1,075.00</u>

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$1,075.00)**

**Appraiser: J. Lee Norris MAI, SRA  
State Certified General Appraiser  
RZ # 0000643**

