

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

Blue Sheet No. 20051154

1. ACTION REQUESTED/PURPOSE:

Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 607, Imperial Street Widening, Project 4060, in the amount of \$1,000; (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 and grant time 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 **C6B** **5. Meeting Date:** **09-13-2005**

6. Agenda: X Consent _____ Administrative _____ Appeals _____ Public _____ Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <i>KLF</i>
	X Statute	73 & 125	
	_____ Ordinance	_____	
	_____ Admin. Code	_____	
	_____ Other	_____	

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Perpetual Slope Easement

Property Details:

Owner: Jorge M. Lopez, a single person and David M. Lopez, a single person
Site Address: 11526 Dean Street, Bonita Springs, FL 34135
STRAP No.: 36-47-25-B3-01200.2260

Purchase Details:

Purchase Price: \$1,000
Costs to Close: \$500

Appraisal Information: The easement interest was not appraised at time of offer.

Staff Recommendation: Considering the costs of obtaining an appraisal for \$1,000 and condemnation proceedings estimated to be \$3,000 - \$5,000, excluding easement value, Staff recommends the Board approve the action requested.

Account: 20406063000•506110

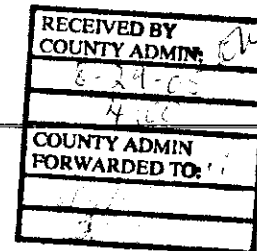
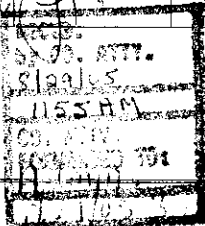
Attachments: Easement Purchase Agreement, Slope/Restoration Easement, Title Search, City of Bonita Springs Approval, Location Map

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>				<i>[Signature]</i>		<i>8/30/05</i>	<i>8/30/05</i>	<i>8/30/05</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other



Parcel: 607
Project: Imperial Street Widening Project No. 4060
STRAP No.: 36-47-25-B3-0-01200.2260

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this 9th day of August, 2005, by and between **Jorge M. Lopez, a single person and David M. Lopez, a single person, as tenants in comon**, whose address is 11526 Dean Street, Bonita Springs, FL 34135, 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 located and described as set forth in Exhibit "A" attached to Exhibit "B", both Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Imperial Street Widening Project #4060.

- a) Owner will grant said easement to Purchaser for the sum of \$1,000, Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of the perpetual easement in form and substance set forth in Exhibit "B".
- 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 Easement instrument by Purchaser.
- d) Owner agrees that Purchaser, his successors and assigns will be allowed to use said perpetual easement area as specified in the Perpetual Easement instrument.
- e) Purchaser agrees to complete construction within the easement area in a timely manner.

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:**

Owner: Jorge M. Lopez

Luz Maria Maciel
1st Witness Signature

By: + Jorge Lopez

Juan Garcia
2nd Witness Signature

Owner: David M. Lopez

Luz Maria Maciel
1st Witness Signature

By: [Signature]

Juan Garcia
2nd Witness Signature

Parcel: 607
Project: Imperial Street Widening Project No. 4060
STRAP No.: 36-47-25-B3-0-01200.2260
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ATTEST:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

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

Exhibit "B"

Parcel: 607
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 36-47-25-B3-01200.2260

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this 9 day of August 2005 between Jorge M. Lopez, a single person and David M. Lopez, a single person, whose address is 11526 Dean Street, Bonita Springs, FL 34135, (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 slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (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, it's 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 "A", 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: Imperial Street Widening, Project No. 4060

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, Jorge M. Lopez, a single person and David M. Lopez, a single person, Grantors, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

Luz Maria Maciel
1st Witness Signature

Jorge M. Lopez
Jorge M. Lopez

LUZ MARIA MACIEL
Printed name of 1st Witness.

Ahlan Diaz
2nd Witness Signature

AHLAN DIAZ
Printed name of 2nd Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by Jorge M. Lopez. He/she is personally known to me or who has produced (name of person acknowledged)

FL. DRIVER'S Lic. M 200-420-69- as identification.

- 021-0

Luz Maria Maciel
(Signature of Notary Public)



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

Slope/Restoration Easement
Project: Imperial Street Widening, Project No. 4060
Page 2 of 3

Luz Maria Maciel
1st Witness Signature

LUZ MARIA MACIEL
Printed name of 1st Witness

Julian Diaz
2nd Witness Signature

ARUN DIAZ
Printed name of 2nd Witness

David M. Lopez
David M. Lopez

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by David M. Lopez. He/she is personally known to me or who has produced (name of person acknowledged)

M1328385 as identification.

GUATEMALA'S
CONSULAR I.D.

Luz Maria Maciel
(Signature of Notary Public)



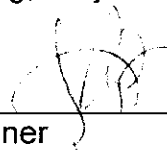
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

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

Search No. 36-47-25-B3-01200.2260

Date: August 18, 2005

Parcel: 607

Project: Imperial Street Widening, Project #
4060To: Michael J. O'Hare, SRWA
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS
Real Estate Title Examiner 

STRAP: 36-47-25-B3-01200.2260

Effective Date: July 23, 2005, at 5:00 p.m.

Subject Property: See Attached Schedule A.

Title to the subject property is vested in the following:

Jorge M. Lopez and David M. Lopez.by that certain instrument dated December 28, 2000, recorded January 4, 2001, in Official Record Book 3346 Page 657, Public Records of Lee County, Florida.**Easements:** 1) Subject to a Right of Way Agreement, recorded in Official Record Book 826 Page 649, Public Records of Lee County, Florida.

2) Subject to a Utility Easement over the Southerly 5 feet and an Access Easement over the Northerly 25 feet of the subject property, as first established by a recital contained in a deed recorded in Official Record Book 109 Page 69, Public Records of Lee County, Florida.

NOTE 1): Subject to a mortgage in the sum of \$101,956.00, between Jorge M. Lopez and David M. Lopez (mortgagors) and Mortgage Electronic Registration Systems, Inc., (mortgagee), recorded in Official Record Book 3642 Page 3803, Public Records of Lee County, Florida.

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.

NOTE 3): Subject to a Judgment vs. David Lopez, Sr., in the sum of \$753.79, recorded in Official Record Book 2280 Page 4216, Public Records of Lee County, Florida.

NOTE 4): Subject to a Judgment vs. David Lopez, Sr., in the sum of \$855.83, recorded in Official Record Book 2304 Page 2222, Public Records of Lee County, Florida.

NOTE 5): Subject to a Judgment vs. David Lopez, Jr., in the sum of \$308.50, recorded in Official Record Book 2479 Page 354, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 36-47-25-B3-01200.2260

Date: August 18, 2005

Parcel: 607

Project: Imperial Street Widening, Project #
4060

NOTE 6): Subject to a Hospital Claim of Lien vs. Jorge Lopez in the sum of \$345,110.40, recorded in Official Record Book 4568, Page 1034, Public Records of Lee County, Florida.

Tax Status: \$1,568.29 paid on 11-30-04 for Tax Year 2004.

(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 guarantee or warranty as to its accuracy.

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

Search No. 36-47-25-B3-01200.2260

Date: August 18, 2005

Parcel: 607

Project: Imperial Street Widening, Project #
4060**Schedule A**

Tract 226 and the West 25 feet of Tract 227, Imperial Gates, an unrecorded subdivision, more particularly described as follows:

A lot or parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 36, township 47 South, Range 25 East, which lot or parcel is described as follows: Beginning at the South Quarter corner of Section 36, thence Northerly along the North and South Quarter line of said Section 1317.06 feet, thence Easterly deflecting $89^{\circ} 47' 30''$ to the right 145 feet to the Point of Beginning; thence continue along the last described course 75 feet, thence Southerly, deflecting $90^{\circ} 12' 30''$ to the right, 131.75 feet; thence Westerly deflecting $89^{\circ} 42'$ to the right 75 feet; thence Northerly deflecting $90^{\circ} 18'$ to the right 131.79 feet to the Point of Beginning.

Michael O'Hare - RE: Imperial Street Widening

From: "Gary Price" <gary.price@cityofbonitasprings.org>
To: "Teresa Mann" <MANNTL@leegov.com>
Date: 7/27/05 8:43 AM
Subject: RE: Imperial Street Widening

The procedure outlined is wise and a prudent use of public funds.



Gary A. Price
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6238
Fax: (239) 949-6239
E-mail: gary.price@cityofbonitasprings.org

From: Teresa Mann [mailto:MANNTL@leegov.com]
Sent: Tuesday, July 26, 2005 1:01 PM
To: Gary Price
Subject: Imperial Street Widening

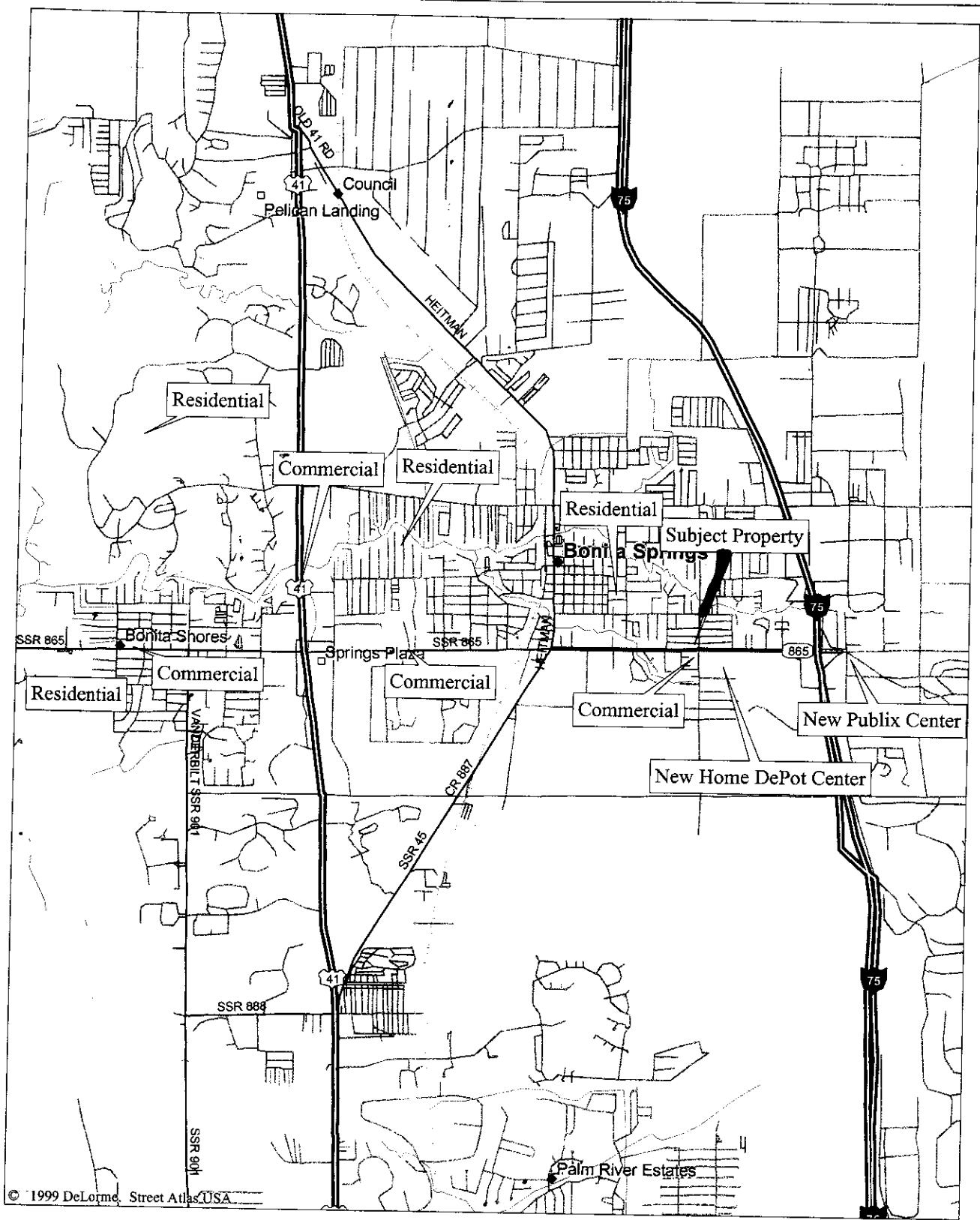
Mr. Price,
There are a few properties along Dean Street and East Terry Street that we need to acquire only a slope easement. The cost of the appraisals would be \$1000 per parcel, plus the value of the slope easement.
In an effort to expedite acquisition of the slope easements and avoid appraisals, we offered the property owners \$1,000, if they responded prior to us ordering the appraisals.
We advised the owners that the \$1,000 proposal is based upon avoidance of the appraisal. Once the appraisal is ordered, we indicated to the owners they will be offered the appraised value, which could be less than the \$1,000.
Several owners have agreed to the \$1,000 offers and executed Easement Purchase Agreements which need to be presented to the Board for approval. Please advise if the above is acceptable to the City of Bonita Springs.
Thank you.

Teresa L. Mann, SR/WA
Property Acquisition Agent
Division of County Lands
E-Mail: manntl@leegov.com
Telephone (239) 479-8505
Fax (239) 479-8391

Please note: Florida has a very broad public records law. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

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MARKET AREA MAP