

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve the Easement Purchase Agreement for acquisition of a portion of STRAP No. 05-46-25-00-00002.011A for the Alico Road Widening, Project 4030, in the amount of \$6,700; authorize Chairman, on behalf of the Board, to sign the Purchase Agreement; approve payment of costs and fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**2. WHAT ACTION ACCOMPLISHES:** The Board must accept all real estate conveyances to Lee County. 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 **CGB** 5. Meeting Date: **12-06-2005**

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

9. Background:  
**Negotiated for: Lee County Department of Transportation**

**Interest to Acquire: Non-exclusive Slope/Restoration Easement**

**Property Details:**  
Owner: James Corbitt and Linda Corbitt, Husband and Wife  
Address: Post Office Box 2961, LaBelle, Florida 33975  
STRAP No.: 05-46-25-00-00002.011A

**Purchase Details:**  
Purchase Price: \$6,700  
The purchase price is at the Seller's asking price, substantiated by the appraisal.  
Costs to Close: Approximately \$500.00

**Appraisal Information:**  
Company: David Vaughan MAI, Diversified Appraisal – Appraised value \$6,700.

**Staff Recommendation:** Staff recommends the Board approve the action requested.  
**Account:** 20403030700.506110.10  
**Attachments:** Easement Purchase Agreement; Title Search; History, Appraisal data, area 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>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
11-21-05  
4:40  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
11-22-05  
10:30

Rec. by CoAtty  
Date: 11/21/05  
Time: 11:20 AM  
Forwarded To: *[Signature]*  
11/21/05 4:30 PM

Project: Alico Road Widening Project, No. 4030  
STRAP No.: 05-46-25-00-00002.011A

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this 21<sup>st</sup> day of October, 2005, by and between **James Corbitt and Linda Corbitt**, husband and wife, whose address is Post Office Box 2961, LaBelle, FL 33975, 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.

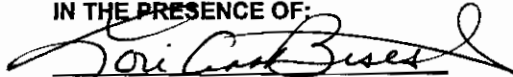
Whereas, Purchaser requires a perpetual, nonexclusive Road Access and Slope Easement located and described as set forth in Exhibit "A". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Alico Road Widening Project, No. 4030.

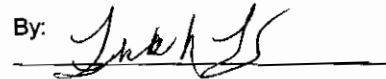
- a) Owner will grant said easements to Purchaser for the sum of \$6,700.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of the Non-exclusive Slope/Restoration Easement in form and substance set 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 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.

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: James Corbitt**

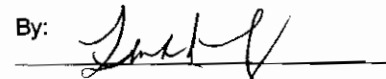
  
1<sup>st</sup> Witness Signature

By: 

  
2nd Witness Signature

**Owner: Linda Corbitt**

  
1<sup>st</sup> Witness Signature

By: 

  
2nd Witness Signature

**ATTEST:  
BY ITS  
COMMISSIONERS**

**LEE COUNTY, FLORIDA,  
BOARD OF COUNTY**

This instrument prepared by:  
Lee County  
Public Works/County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

**Exhibit "A"**

Page 1 of 5

Project: Alico Road Widening Project, No. 4030  
STRAP No.: 05-46-25-00-00002.011A

**GRANT OF PERPETUAL  
ACCESS AND SLOPE EASEMENT**

This INDENTURE, made and entered into this 21<sup>st</sup> day of October, 2005, between James Corbitt and Linda Corbitt, husband and wife, Owner, whose address is P.O. Box 2961, LaBelle, FL 33975. hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 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 access and slope easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a road access, and slope to stabilize back fill for weir, to be located on, across, and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system within the easement.

3. The Grantor will not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the improvements constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns.

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, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to sell and 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.

6. Grantor, its heirs, successors or assigns, will indemnify and hold the Grantee harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by Grantor in violation of paragraph 3. within the above easement, which results from the required activities of the Grantee for any construction, maintenance or repairs to the rights-of-way located within the above-described easement.

7. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in 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 Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

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

IN WITNESS WHEREOF, James and Linda Corbitt,  
OWNER, has caused this document to be signed on the date first  
above written.

TWO SEPARATE WITNESSES:

Lori Ann Bisesti  
1st Witness Signature

James Corbitt  
James Corbitt GRANTOR

Lori Ann Bisesti  
Printed name of 1st Witness

Katerina Battle  
2nd Witness Signature

Katerina Battle  
Printed name of 2nd Witness

Linda Corbitt  
Linda Corbitt GRANTOR

Lori Ann Bisesti  
1st Witness Signature

Lori Ann Bisesti  
Printed name of 1st Witness

Katerina Battle  
2nd Witness Signature

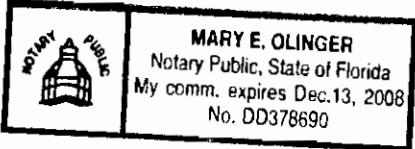
Katerina Battle  
Printed name of 2nd Witness

STATE OF Florida )  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 21st  
day of October, 2005, by Linda Firing  
(name of person acknowledged)

He/she is personally known to me or who has produced known  
(type of  
identification) as identification.

Mary E Olinger  
(Signature of Notary Public)



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

HM PROJECT #1997051  
5/23/2005  
REF. DWG. #B-5497

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTH 1/2 OF THE NORTH 2/3 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°36'55"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 2526.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°36'55"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN S.89°07'09"W., ALONG THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF SAID SECTION 5, FOR A DISTANCE OF 234.35 FEET; THENCE RUN N. 00°52'51"W., FOR A DISTANCE OF 20.00 FEET TO A POINT LYING 20.00 FEET NORTHERLY FROM AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN N.89°07'09"E., PARALLEL TO THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF SAID SECTION 5, FOR A DISTANCE OF 234.44 FEET TO THE POINT OF BEGINNING; CONTAINING 0.108 ACRE, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°07'09"W.

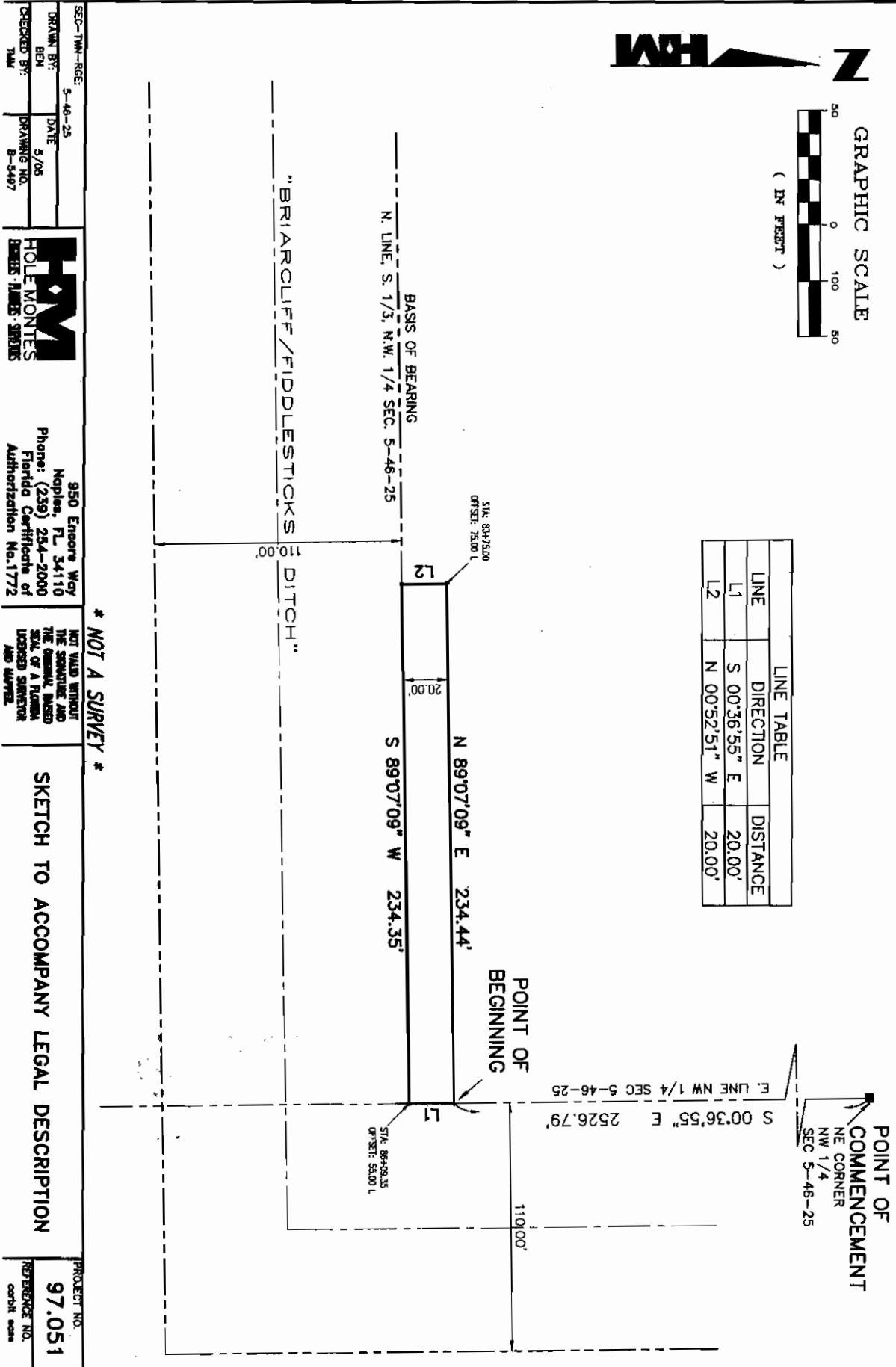
HOLE MONTES, INC.  
CERTIFICATE OF AUTHORIZATION LB # 1772

BY

*Thomas M. Murphy*  
THOMAS M. MURPHY

P.S.M. #5628  
STATE OF FLORIDA

U:\1997\1997051\RW-MAPS\CURRENT-BASEDRAWING\corbit eose.dwg Tab: Model May 23, 2005 - 3:39pm Plotted by: BenNowell



SEC-TW-RGE: 5-46-25  
DRAWN BY: BEN  
DATE: 5/05  
DRAWING NO: B-5497



950 Encore Way  
Naples, FL 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

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

PROJECT NO.: 97.051  
REFERENCE NO.: corbit eose

Project: Alico Road Widening Project, No. 4030  
STRAP No.: 05-46-25-00-00002.011A

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this 21<sup>st</sup> day of October, 2005, by and between **James Corbitt and Linda Corbitt**, husband and wife, whose address is Post Office Box 2961, LaBelle, FL 33975, 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 Road Access and Slope Easement located and described as set forth in Exhibit "A". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Alico Road Widening Project, No. 4030.

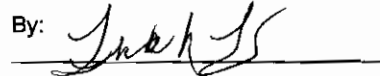
- a) Owner will grant said easements to Purchaser for the sum of \$6,700.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of the Non-exclusive Slope/Restoration Easement in form and substance set 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 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.

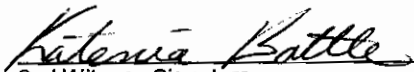
IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

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

**Owner: James Corbitt**

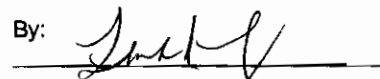
  
1<sup>st</sup> Witness Signature

By: 

  
2nd Witness Signature

**Owner: Linda Corbitt**

  
1<sup>st</sup> Witness Signature

By: 

  
2nd Witness Signature

**ATTEST:  
BY ITS  
COMMISSIONERS**

**LEE COUNTY, FLORIDA,  
BOARD OF COUNTY**