

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

Blue Sheet No. 20051651

**1. ACTION REQUESTED/PURPOSE:**

Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 603, Imperial Street Widening, Project 4060, in the amount of \$1,650.00; (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 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 **C6C** 5. Meeting Date: **12-13-2005**

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 73 & 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>
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**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Perpetual Slope/Restoration Easement

Property Details:

**Owner:** Mills Venture Group, Incorporated  
**Site Address:** 11420 Dean Street, Bonita Springs, FL 34135  
**STRAP No.:** 36-47-25-B4-0130B.0010

Purchase Details:

**Purchase Price:** \$1,650  
**Costs to Close:** \$500

The property owner has agreed to accept \$1,650, prior to obtaining an appraisal.

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: 20406018808.506110

Attachments: Easement Purchase Agreement, Slope/Restoration Easement, Affidavit of Interest, Title Search

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KLF</i>			<i>AD 11/21</i> <i>11/23/05</i>	<i>11/23/05</i>	Analyst	Risk	Grants	Mgn.	<i>WS 11/30/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
	<i>11-23-05</i>
	<i>3:10</i>
COUNTY ADMIN FORWARDED TO:	

Rec. by CoAtty
Date <i>11/23/05</i>
Time: <i>1:10 pm</i>
Forwarded To:
<i>11/23/05 2:27 pm</i>

Parcel: 603  
Project: Imperial Street Widening Project No. 4060  
STRAP No.: 36-47-25-B4-0130B.0010

**EASEMENT PURCHASE AGREEMENT IN LIEU OF CONDEMNATION**

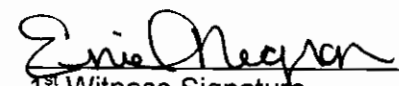
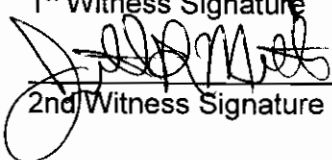
This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **Mills Venture Group, Incorporated**, a Florida corporation, whose address is 27564 Old 41 Road, Bonita Springs, Florida 34135, hereinafter referred to as Owner, and **LEE COUNTY**, a political subdivision 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" ("Easement Area") 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 \$1,650. 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) Owner has obtained a Demolition Permit, Number DEM2005-00297 and intends to remove house and garage within the time frame of the permit.
- 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.
- f) In the event the Owner has removed the building and cleared the "Easement Area", 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.

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  
PRESENCE OF:**

  
\_\_\_\_\_  
1<sup>st</sup> Witness Signature  
  
\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

**Owner: Mills Venture Group, Incorporated**  
By:   
Daniel J. Mills, President      11/4/05      DATE

**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

## Exhibit "B"

Parcel: 603  
Project: Imperial Street Widening, Project No. 4060  
STRAP No.: 36-47-25-B4-0130B.0010

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

### SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
between MILLS VENTURE GROUP, INCORPORATED, a Florida corporation whose address is 27564  
Old 41 Road, 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.

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

TWO SEPARATE WITNESSES:

Enid Negron  
1st Witness Signature

ENID NEGRON  
Printed name of 1st Witness

Jill R. Mills  
2nd Witness Signature

Jill R. Mills  
Printed name of 2nd Witness

Mills Venture Group, Inc.

By: Daniel J. Mills 11/4/05  
Daniel J. Mills, President DATE

STATE OF  
COUNTY OF

SWORN TO AND SUBSCRIBED before me this 4<sup>th</sup> day of Nov., 2005 by

Daniel J. Mills, President, of Mills Venture Group Inc.  
(name of officer or agent, title of officer or agent) (name of corporation acknowledged)

a Florida corporation, on behalf of the corporation.

Enid Negron  
(Notary Signature)

(SEAL)

ENID NEGRON  
(Print, type or stamp name)



ENID NEGRON  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD392824  
EXPIRES 5/26/2009  
BONDED THRU 1-888-NOTARY1

Personally known:  \_\_\_\_\_  
OR Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email - [fmoffice@bwlk.net](mailto:fmoffice@bwlk.net)  
(Ph) 239-481-1331 (Fax) 239-481-1073

## Exhibit "A"

Page 1 of 2

### LEGAL DESCRIPTION Permanent Slope Easement Parcel 603

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northwest corner of the east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.01°00'02"E. along the west line of the east half of the northeast quarter of the southeast quarter of the southwest quarter of said Section 36 for 25.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36, and the point of beginning of the herein described parcel of land; thence continue S.01°00'02"E. along said west line for 5.00 feet to an intersection with a line parallel with and 30.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 66.00 feet; thence N.01°00'02"W. for 5.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence S.89°32'19"W. along said parallel line for 66.00 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.  
Certificate of Authorization Number LB0004919

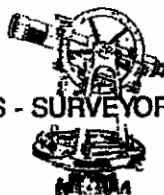
Date: 11/16/05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

BWLKEasement603

PRINCIPALS:  
WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PSM, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:  
TRACY M. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN H. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM



Parcel: 603  
STRAP: 36-47-25-B4-0130B.010  
Project: Imperial Street Widening, Project No. 4060

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 16 day of Nov., 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Mills Venture Group, Incorporated

27564 Old 41 Road, Bonita Springs, FL 34135

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Daniel J. Mills 27225 Jolly Roger Ln Bonita Spgs FL 34135
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: described in Exhibit "A"

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

[Signature]  
Witness Signature

Jill R Mills  
Printed Name

[Signature]  
Witness Signature

Erin Negron  
Printed Name

[Signature]  
Signature of Affiant

Daniel J. Mills  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 603  
STRAP: 36-47-25-B4-0130B.0010  
Project: Imperial Street Widening, Project No. 4060

STATE OF FL

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 16 day of Nov, 2005 by \_\_\_\_\_

Daniel J. Mills - President  
(name of officer or agent, title of officer or agent)

of Mills Venture Group, Incorporated, a Florida  
(name of corporation acknowledged)

corporation, on behalf of the corporation.

Enid Negron  
(Notary Signature)

(SEAL)

Enid Negron  
(Print, type or stamp name)



ENID NEGRON  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD392824  
EXPIRES 5/28/2009  
BONDED THRU 1-888-NOTARY1

Personally known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_




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

Search No. 36-47-25-B4-0130B.0010

Date: October 11, 2005

Parcel: 603

Project: Imperial Street Widening, Project #  
4060To: Teresa L. Mann SR/WA  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS  
Property Acquisition Assistant 

STRAP: 36-47-25-B4-0130B.0010

Effective Date: August 26, 2005, at 5:00 p.m.

**Subject Property:** Beginning at the Northwest corner of the East ½ of the Northeast 1/4 of the Southeast ¼ of the Southwest ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida, thence run East 66 feet; thence South 330 feet, thence West 132 feet; thence North 330 feet; thence 66 feet to the Point of Beginning.

Title to the subject property is vested in the following:

**Mills Venture Group Incorporated, a Florida corporation**by that certain instrument dated April 11, 2005, recorded August 8, 2005, in Official Record Book 4835, Page 3294, Public Records of Lee County, Florida.**Easements: None found of record.**

NOTE 1): Mortgage executed by Mills Venture Group, Incorporated, a Florida corporation, to Interfund Mortgage Corp., a Florida corporation, dated May 18, 2005, recorded August 8, 2005, in Official Record Book 4835, Page 3298, as collaterally assignment by instrument recorded in Official Record Book 4835, Page 3310, Public Records of Lee County, Florida.

NOTE 2): Assignment of Leases, Rents and Profits between Mills Venture Group, Incorporated, a Florida corporation, and Interfund Mortgage Corp., dated May 18, 2005, recorded August 5, 2005, in Official Record Book 4835, Page 3312, Public Records of Lee County, Florida.

NOTE 3): 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: \$2,141.33 paid on December 17, 2004 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 guarantees or warranty as to its accuracy.**

