

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$3,450 for Parcel 121, Plantation Road Extension, Project No. 4065, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. FUNDING SOURCE: Fund – Central District Road Impact Fees; Program: Capital Projects; Project: Plantation Road Extension.

3. WHAT ACTION ACCOMPLISHES: Authorizes binding offer to property owner.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: 06 **CLB** **6. Meeting Date:** MAR 20 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)		9. Request Initiated:
	<input type="checkbox"/> Statute	125	Commissioner _____
	<input type="checkbox"/> Ordinance	_____	Department Independent
	<input type="checkbox"/> Admin. Code	_____	Division County Lands
	<input checked="" type="checkbox"/> Other	BS 20061315 RSN # 06-10-34	By: Karen Forsyth, Director

10. Background:

Negotiated for: Department of Transportation
Interest to Acquire: 2,123 square foot Slope Easement
Property Details:

Owner: Frank Helmerich, Trustee for Land Trust 3/21/05
 STRAP: 06-45-25-03-00013.0130
 Site Address: 6501 Eagle Street

Purchase Details:

Purchase Price: \$3,450
Costs to Close: \$750

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$3,450 (appraised value), and commence Eminent Domain procedures.

Appraisal Information:

Appraised Value/Date: \$3,450 as of November 22, 2006
Company: Diversified Appraisal, Inc.

Staff Recommendation: Staff recommends Board approve the Requested Motion.

Account: 20406518823.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Summary, Location Map, Sales History

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
K. Forsyth			RMS 2/21/07	Robert Spack 3-5-07	3/5/07	3/5/07	3/5/07	3/5/07	3-6-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: [Signature] 3/5 9:35 AM
 COUNTY ADMIN FORWARDED TO: [Signature] 3/5/07 4:30 PM

Rec. by CoAtty
 Date: 2/28/07
 Time: 8:30 AM
 Forwarded To: Admin 3/5/07 9:03 AM

~~Rec. by CoAtty
 Date: 3/2/07
 Time: 11:30 AM
 Forwarded to:~~

~~Rec. by CoAtty
 Date: 2/21/07
 Time: 3:20 PM
 Forwarded to:~~

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 2007, by and between **Frank Helmerich, Trustee of that certain Land Trust Agreement dated March 21, 2005**, whose address is 5845 Riverside Lane, Fort Myers, FL 33919, 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 easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference.

- a) Owner will grant said easement to Purchaser for the sum of \$3,450.00; Purchaser to pay recording costs, and title insurance, if desired by Purchaser.
- b) Owner agrees that said easement will be granted to Purchaser by execution of a slope easement in form and substance as provided by Purchaser and set forth in Exhibit "X".
- 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 Slope Easement instrument by Purchaser.
- d) Owner agrees that Purchaser, his successors and assigns will be allowed to use said slope easement area as specified in the Slope Easement instrument.
- e) Purchaser agrees to complete construction within the easement area in a timely manner.
- f) This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the 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
IN THE PRESENCE OF:**

WITNESSES:

SELLER:

Frank Helmerich, Trustee

Parcel: 121
Project: Plantation Extension Project No. 4065
STRAP No.: 06-45-25-03-00013.0130
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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)

This instrument prepared by:

Exhibit "X"

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

Parcel: 121

Project: **Plantation Road Extension Project, No. 4065**

STRAP No.: 06-45-25-03-00013.0130

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 2007, between Frank Helmerich, Trustee of that certain Land Trust Agreement dated March 21, 2005 whose address is 5845 Riverside Lane, Fort Myers, FL 33919, (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 "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 or foliage 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 "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: Plantation Road Extension Project, No. 4065

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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:

1st Witness Signature

Frank Helmerich, Trustee

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

**STATE OF
COUNTY OF**

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Frank Helmerich. He/she is personally known to me or who has produced

(name of person acknowledged)

He/she is personally known to me or who has produced _____

(type of identification)

_____ as identification.

(Signature of Notary Public)

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

Exhibit "A"

**PARCEL 121A-SE
PLANTATION EXTENSION PROJECT**

(15 FEET WIDE SLOPE EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 45 SOUTH, RANGE 25 EAST, OF SAID LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

THE WEST FIFTEEN FEET (15') OF LOT 13, BLOCK 13, FLORIMOND MANOR, AS RECORDED IN PLAT BOOK 7, AT PAGE 6 OF THE PUBLIC RECORDS OF SAID LEE COUNTY

SLOPE EASEMENT PARCEL CONTAINS 2123 SQUARE FEET, MORE OR LESS.

Division of County Lands

Ownership and Easement Search

Search No. 06-45-25-03-00013-0130
Date: April 8, 2005
Parcel: 121
Project: Plantation Extension, Project #4065

To: Michele S. McNeill SR/WA
Property Acquisition Agent

From: Kenneth Pitt *Km*
Real Estate Title Examiner

STRAP: 06-45-25-03-00013.0130

Effective Date: March 14, 2005, at 5:00 p.m.

*No other changes as of
2/14/07*
[Signature]

Subject Property: Lots 13 & 14, in Block 13 on the plat of Florimond Manor, recorded in Plat Book 7 Page 6, Public Records of Lee County, Florida..

Title to the subject property is vested in the following:

Frank Helmerich, Trustee for Land Trust 3/21/2005

~~—Claudia B. Klug, As to an undivided 1/2 interest—~~

May 9, 2005

May 17, 2005

By that certain instrument dated ~~September 19, 1977~~, recorded ~~September 19, 1977~~, in ~~Official Record Book 1223 Page 1254~~, Public Records of Lee County, Florida.

O.R. Book 4712, Page 2955

~~—Doreen A. Saunders, as surviving tenant by the entirety of R.L. Saunders, who died a resident of Lee County, Florida on 1-30-2001, as to an undivided 1/2 interest.~~

~~By that certain instrument dated September 19, 1977, recorded September 19, 1977, in Official Record Book 1223 Page 1254, Public Records of Lee County, Florida.~~

Easements: 1): Subject to an Easement reserved over the Northerly 5 feet of the subject property for Public Utilities, as shown on the plat of Florimond Manor, recorded in Plat Book 7 Page 6, Public Records of Lee County, Florida.

2): Subject to a Deed of Restrictions recorded in Official Record Book 1759 Page 989, which was amended by Official Record Book 1833 Page 1787, Official Record Book 2030 Page 3485, Official Record Book 2156 Page 2642 and Official Record Book 2561 Page 3498, Public Records of Lee County, Florida. Note the Declarant never owned the subject property.

Note 1): Subject property is not encumbered by a mortgage found of record.

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.

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

Search No. 06-45-25-03-00013-0130

Date: April 8, 2005

Parcel: 121

Project: Plantation Extension, Project #4065

Note 3): The developer of the plat Florimond Realty never sold the subject property, the property comes out of Margaret A. Burke, f/k/a Margaret A. Shea as surviving tenant by the entirety of Patrick Shea deceased. No deed is found of record into Patrick Shea. The developer basically stopped conveying the lots in 1931, with 3 exceptions as late as 1936 an affidavit of Margaret Shea states that Patrick Shea acquired title to the subject property by warranty deed on 12-8-1936, no such deed is found of record. A number of the lots that were not sold by the developer were later found to be conveyed by the State of Florida and Lee County, who must have acquired the property for non-payment of taxes.

Note 4): Subject to a Judgment vs. Richard Saunders III in the sum of \$2,160.82, recorded in Official Record Book 2072 Page 1672, Public Records of Lee County, Florida.

\$ 666.12 outstanding for Tax Year 2006.

Tax Status: \$341.96 paid on 11-15-04 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 guarantees nor warranty as to its accuracy.

EXECUTIVE SUMMARY

PROJECT NAME: Plantation Road Extension

PARCEL #: 121

PROJECT NUMBER: 4065

OWNER OF RECORD: Mr. Frank Helmerich, Trustee

STRAP NUMBER: 06-45-25-03-00013.0130

LOCATION: 6501 Eagle Street

PARENT TRACT: 14,754.6 s.f.

PART TAKEN: 2,123 square foot slope easement

IMPROVEMENTS: None

ZONING/LAND USE: AG-2/Wetlands

HIGHEST AND BEST USE: Residential Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF MARKET VALUE: Slope Easement - \$3,450.00

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE PROPERTY OWNER: \$3,450.00

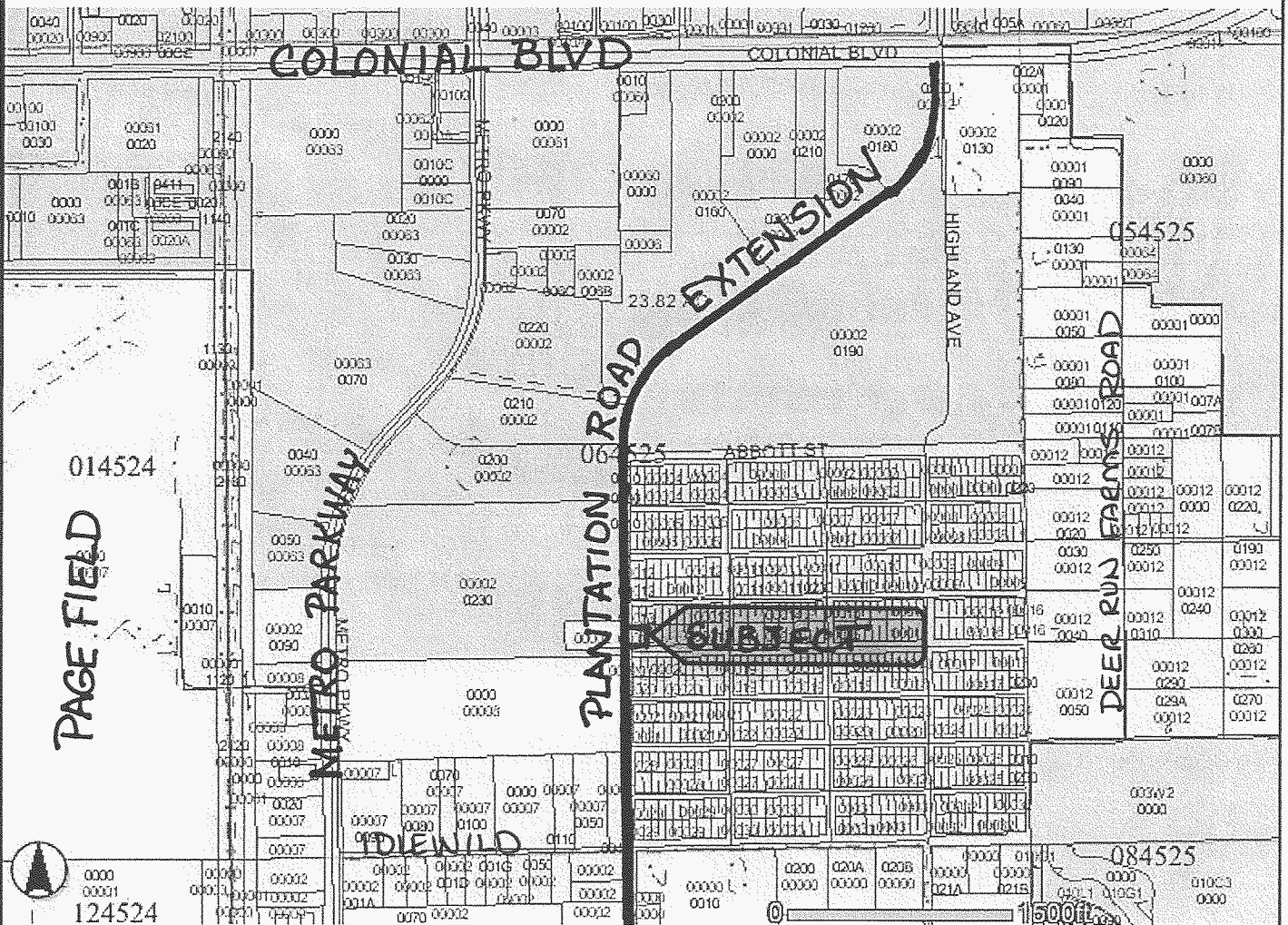
PRICE PER SQUARE FOOT: \$6.50 (parent tract) \$1.63 (slope easement)

INTEREST APPRAISED: 15' Slope Easement

DATE OF VALUATION: 22 November 2006

APPRAISER: Mr. David C. Vaughan, MAI

Location Map



5-Year Sales History

Parcel No. 121

Plantation Road Extension Project, No. 4065

Grantor	Grantee	Price	Date	Arms Length Y/N
Doreen Saunders and Claudia B. Klug	Frank Helmerich, Trustee	\$65,000	5-9-05	N

NOTE: Sale(s) relate to "parent tract" of the subject parcel.