

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

Blue Sheet No. 20041567

1. REQUESTED MOTION.

ACTION REQUESTED: Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 118, Gunner Road Widening. Project 4055, in the amount of \$500.00; (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.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: Allows the County to proceed with the project without resorting to Eminent Domain proceedings.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT

6
#5 **C6B**

3. MEETING DATE:

01-04-2005

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE 125
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT **Independent**
C. DIVISION **County Lands**
BY: *[Signature]*
Karen L. W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Slope/Restoration and Temporary Construction Easement

Property Details:

Owner: Miguel Angel Viacava and Carmen Elera
Address: 1551 Gretchen Ave. S
STRAP No.: 04-45-26-05-00010.0260

Purchase Details:

Purchase Price: \$500.00
Costs to Close: Approximately \$500.00

Appraisal Information: The easement interest has not been appraised. The cost of an appraisal is estimated to be \$400.00.

Staff Recommendation: Considering the costs associated with condemnation proceedings estimated to be between \$3,000 and \$5,000, excluding land value, Staff recommends the Board approve the Requested Motion.

Account: 20405518803.506110

20 - CIP: 4055 - Gunner Road; 18803 - Impact Fees - Road - E Lee County; 506110 - Land

Attachments: Easement Purchase Agreement; Slope/Restoration and Temporary Construction Easement; Title Search

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	GC
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: **12/16/04**
Time: **10:20**
Forwarded To:
[Signature]

RECEIVED BY
COUNTY ADMIN:
[Signature]
COUNTY ADMIN
FORWARDED TO:
[Signature]

Parcel: 118
Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055
STRAP No.: 04-45-26-05-00010.0250 and .0260

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this 18 day of October, 2004, by and between **Miguel Angel Viacava and Carmen Elera**, joint tenants with full rights of survivorship, whose address is 4870 NW 10th Avenue, Fort Lauderdale, FL 33309, 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 and a Temporary Construction Easement located and described as set forth in Exhibit "C" and "D" attached to Exhibit "A". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Gunnery Road Widening Project #4055.

- a) Owner will grant said easements to Purchaser for the sum of \$500.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easements will be granted to Purchaser by execution of the Non-exclusive Slope/Restoration Easement and Temporary Construction 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 and the Perpetual and Temporary Easement instruments 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.
- f) The land in Exhibit "C" and "D" is not and has never been the homestead of the Owner, nor is it contiguous to the homestead of the Owner.

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:**

1st Witness Signature

2nd Witness Signature

1st Witness Signature

2nd Witness Signature

By:



Owner: Miguel Angel Viacava

By:


Owner: Carmen Elera

EASEMENT PURCHASE AGREEMENT

Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

Page 2 of 2

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 "A"

Parcel: 118

Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

STRAP No.: 04-45-26-05-00010.0250 and .0260

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

SLOPE/RESTORATION EASEMENT and
TEMPORARY CONSTRUCTION EASEMENT

This INDENTURE, made and entered into this 18 day of October 2004, between Miguel Angel Viacava and Carmen Elera, joint tenants with full rights of survivorship, whose address is 4870 NW 10th Avenue, Fort Lauderdale, FL 33309, (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 perpetual non-exclusive 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. 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, 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" and "D", 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 parties.

Slope/Restoration Easement
Project: Gunnery Road 4 Lane, 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. During the period of 7/1/05 through 12/31/06, the County will have permission to enter the following described lands in Exhibit "D" for purpose of ingress and egress to the Gunnery Road Widening Project where it abuts the above described property, by workmen, machinery and vehicles, the storing and/or stockpiling materials as needed for said construction; and then restoring the said property and thereby connecting all new construction resulting from the project to that existing prior to construction. The County will restore, as reasonably possible, the temporary construction area to a safe and aesthetic condition, as such existed prior to construction. The County will grade the lands to match the new construction at no cost to the Grantor.

9. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the 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

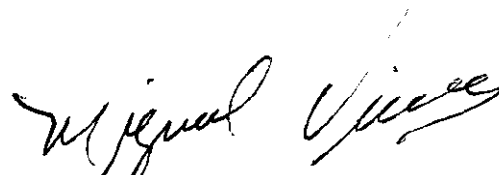
Printed name of 2nd Witness

1st Witness Signature

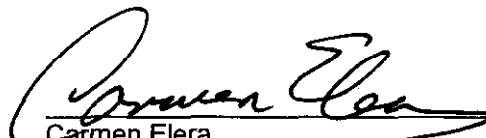
Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness



Miguel Angel Viacava



Carmen Elera

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Miguel Angel Viacava. He/she is personally known to me or who has produced
(name of person acknowledged)
_____ as identification.

(Signature of Notary Public)

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

STATE OF
COUNTY OF

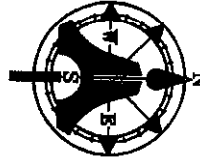
The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Carmen Elera. He/she is personally known to me or who has produced
(name of person acknowledged)
_____ as identification.

(Signature of Notary Public)

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

- 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.L. = 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

PARCEL 118C (PERPETUAL EASEMENT)
 PROPERTY OWNER: MIGUL ANGEL VIACAVA AND CARMEN ELERA
 STRAP NO. 04-45-26-05-00010.0250
 STRAP NO. 04-45-26-05-00010.0260
 AREA OF PARENT TRACT: 17,495 S.F., M.O.L.
 AREA OF TAKE: 400 S.F., M.O.L.

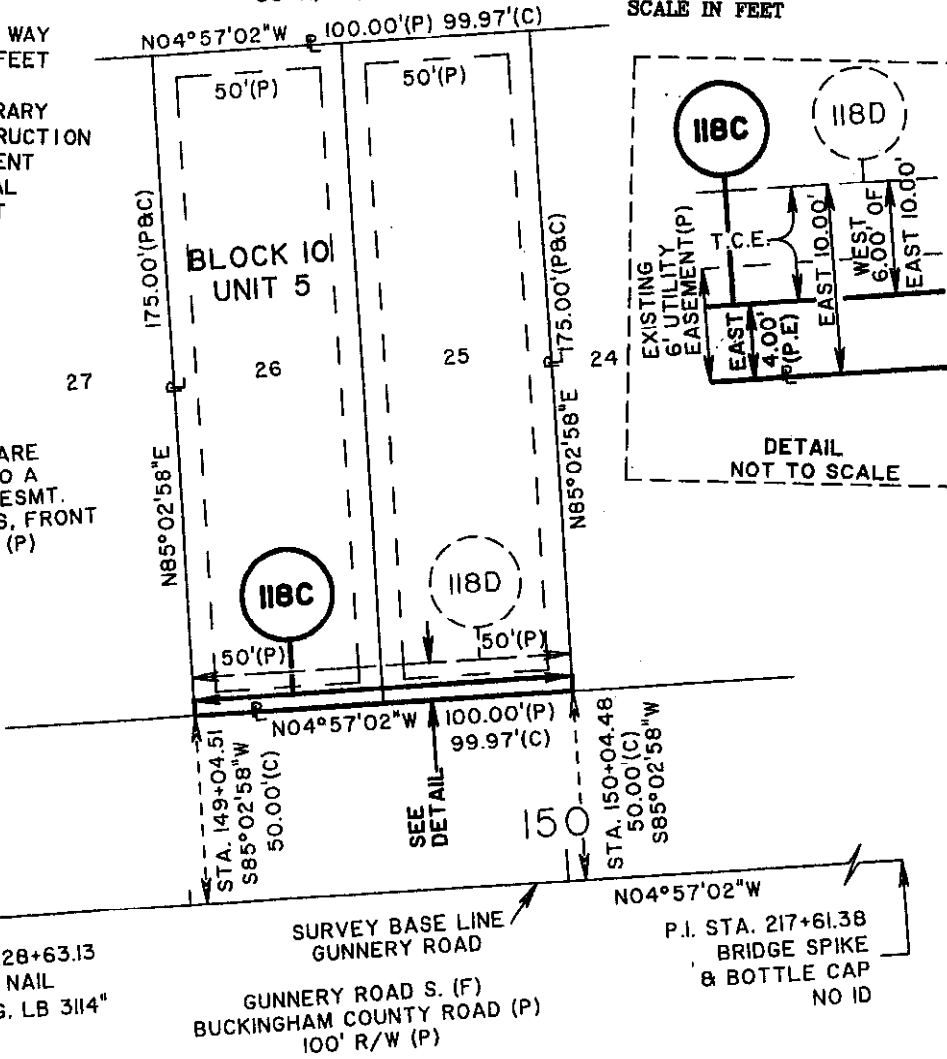


"EXHIBIT C"

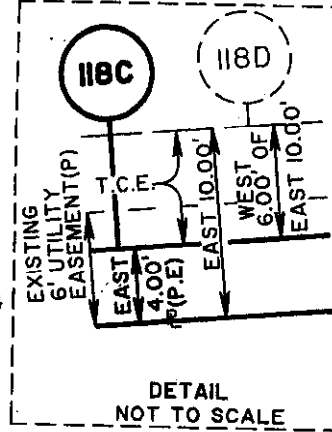


GRETCHEN AVENUE (F)
 GERALD AVENUE (P)
 80' R/W (P)

SCALE IN FEET



ALL LOTS ARE SUBJECT TO A 6' UTILITY ESMT. BOTH SIDES, FRONT AND BACK. (P)



48
 P.O.T. STATION 128+63.13
 PARKER-KALON NAIL & DISK "AIM ENG. LB 3114"
 ARCEL 118C (PERPETUAL EASEMENT)
 SURVEY BASE LINE GUNNERY ROAD
 GUNNERY ROAD S. (F)
 BUCKINGHAM COUNTY ROAD (P)
 100' R/W (P)
 P.I. STA. 217+61.38
 BRIDGE SPIKE & BOTTLE CAP NO ID

4.00 FOOT WIDE PERPETUAL EASEMENT BEING THE EAST 4.00 FEET OF LOTS 25 AND 26, 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.

ALL ADJACENT LANDS CONTAIN 400 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.

[Signature] 6/9/04
 BOB L. POTTER, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6688

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 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 118C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/8/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-118C	COUNTY: LEE COUNTY

LEGEND:
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 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 P.E. = PERPETUAL EASEMENT

PARCEL 118D (TEMPORARY CONSTRUCTION EASEMENT)
 PROPERTY OWNER: MIGUL ANGEL VIACAVA AND CARMEN ELERA
 STRAP NO. 04-45-26-05-00010.0250
 STRAP NO. 04-45-26-05-00010.0260
 AREA OF PARENT TRACT: 17,495 S.F., M.O.L.
 AREA OF TAKE: 600 S.F., M.O.L.

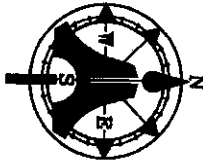
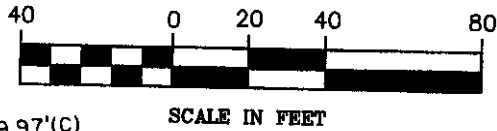
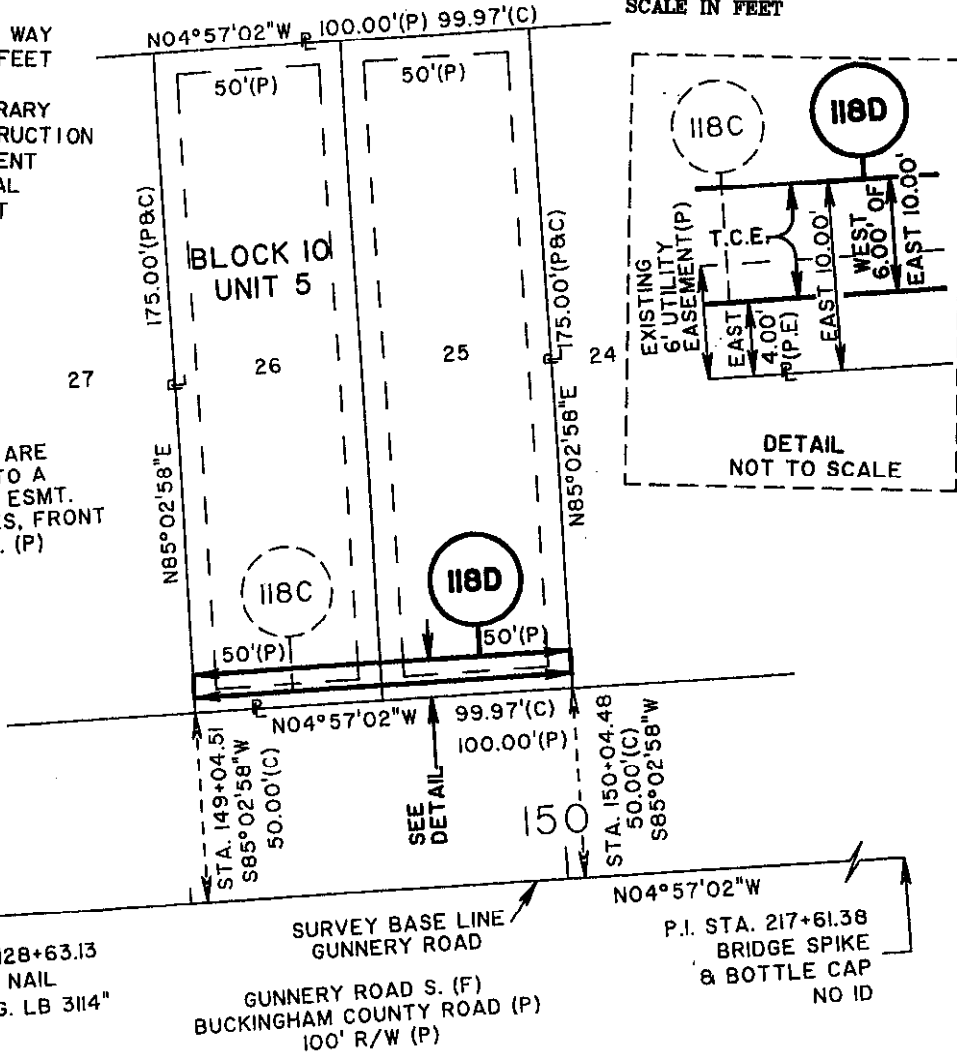


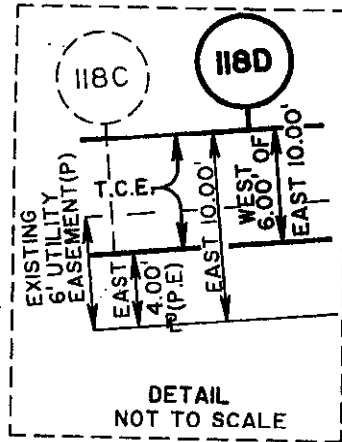
EXHIBIT D



GRETCHEN AVENUE (F)
 GERALD AVENUE (P)
 80' R/W (P)



ALL LOTS ARE SUBJECT TO A 6' UTILITY ESMT. BOTH SIDES, FRONT AND BACK. (P)



48
 P.O.T. STATION 128+63.13
 PARKER-KALON NAIL & DISK "AIM ENG. LB 3114"
 SURVEY BASE LINE GUNTERY ROAD
 GUNTERY ROAD S. (F)
 BUCKINGHAM COUNTY ROAD (P)
 100' R/W (P)
 P.I. STA. 217+61.38
 BRIDGE SPIKE & BOTTLE CAP NO ID

ARCEL 118D
 (TEMPORARY CONSTRUCTION EASEMENT)
 6.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING THE WEST 6.00 FEET OF THE EAST 10.00 FEET OF LOTS 25 AND 26, 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.

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WATER AID LANDS CONTAIN 600 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

[Signature] 6/9/04
 BOB L. POTTER, P.E.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5888

AIM Engineering & Surveying, Inc.
 5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734
 Florida Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 118D GUNTERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/8/04	SEC-TWP-RBE 4-45S-26E
FILE: 7504-118D	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0250 and 0260

Date: December 2, 2004

Parcel: 118

Project: Gunnery Road Widening, Project 4055

To: Michael J. O'Hare SRWA
Property Acquisition Agent

From: Kenneth Pitt 
Title Examiner

STRAP: 04-45-26-05-00010. 0250 and .0260

Effective Date: October 18, 2004, at 5:00 p.m.

Subject Property: Lots 25 and 26, Block 10, Unit 5, Lehigh Estates, Section 4, Township 45 South, Range 26 East, Lehigh Acres, according to the plat thereof, as recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Migul Angel Viacava and Carmen Elera, joint tenants with full rights of survivorship

By that certain instrument dated April 30, 2003, recorded May 16, 2003, in Official Record Book 3935, Page 1370, Public Records of Lee County, Florida.

Easements:

1. Six foot utility easement along both sides, front and back of subject property, as recited on recorded plat of the subdivision.

NOTE (1): Declarations of Restrictions recorded in Official Record Book 84, Page 310 and Official Record Book 527, Page 29, Public Records of Lee County, Florida.

Tax Status: \$334.63 paid on 11/17/04 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.