

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

Blue Sheet No. 20050980

**1. ACTION REQUESTED/PURPOSE:**

Authorize: (1) approval of Easement Purchase Agreement for acquisition of Parcel 605, Imperial Street Widening. Project 4060, in the amount of \$1,000.00; (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

*C6K*

5. Meeting Date: *08-02-2005*

**6. Agenda:**

Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose: (specify)**

Statute 73 & 125  
 Ordinance  
 Admin. Code  
 Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
Department \_\_\_\_\_ Independent *M.O.*  
Division \_\_\_\_\_ County Lands  
By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Perpetual Slope Easement

Property Details:

**Owner:** Jennifer S. Bosch  
**Site Address:** 11440 Dean Street, Bonita Springs, FL 34135  
**STRAP No.:** 36-47-25-B4-0130A.0030

Purchase Details:

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

The property owner has agreed to accept \$1,000, prior to obtaining an appraisal.

Appraisal Information: The easement interest has not been appraised.

Staff Recommendation: Considering the costs of obtaining an appraisal for \$2,300 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, Title Search

**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>SAO</i>	<i>Attorney</i>	<i>7/21/05</i>	<i>7/21/05</i>	<i>7/21/05</i>	<i>Mgr 7/21/05</i>

**11. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN:  
7-20-05  
1:30  
COUNTY ADMIN FORWARDED TO:  
7/21/05  
5:30

REC'D. 11/21/05  
by CO. ATTY.  
3:05 pm  
CO. ATTY. FORWARDED TO:  
7/21/05

Parcel: 605  
Project: Imperial Street Widening Project No. 4060  
STRAP No.: 36-47-25-B4-0130A.0030

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this 2 day of July, 2005, by and between **Jennifer S. Bosch**, whose address is 770 10<sup>th</sup> Street N, Naples, Florida 34102-8129, 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.
- f) The land in Exhibit "A" 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:**

**Owner: Jennifer S. Bosch**

[Signature]  
1<sup>st</sup> Witness Signature  
Janner McBride  
2nd Witness Signature

By: [Signature]

**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

ORIGINAL DOCUMENTS RETAINED IN  
LEEE COUNTY DIVISION OF COUNTY LANDS  
POST OFFICE BOX 398  
FORT MYERS, FLORIDA 33902-0398

Parcel: 605  
Project: Imperial Street Widening, Project No. 4060  
STRAP No.: 36-47-25-B4-0130A.0030

## **Exhibit "B"**

### **SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Jennifer S. Bosch, whose address is 770 10<sup>th</sup> Street N, Naples, Florida 34102-8129, (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.

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY CLERK'S FILES FOR HANDLING  
AND RECORDING PURPOSES.

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

TWO SEPARATE WITNESSES:

Erika Rappold  
1st Witness Signature

Erika Rappold  
Printed name of 1st Witness

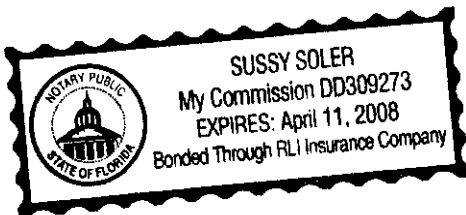
Tanner McBride  
2nd Witness Signature

TANNER McBRIDE  
Printed name of 2nd Witness

Jennifer S. Bosch  
Jennifer S. Bosch

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8 day of July,  
2005, by Jennifer S. Bosch. He/she is personally known to me or who has produced  
(name of person acknowledged)  
DL # B 20043773 7820 as identification.



Sussy Soler  
(Signature of Notary Public)

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



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email - fmooffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

## LEGAL DESCRIPTION Permanent Slope Easement Parcel 605

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

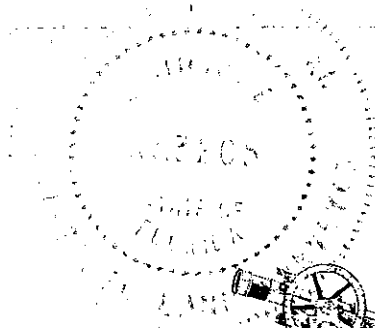
Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the north line of the southeast quarter of the southwest quarter of said Section 36 for 164.00 feet; thence S.00°56'51"E. for 25.00 feet to an 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 S.89°32'19"W. along said parallel line for 100.00 feet; thence S.00°56'51" E. 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 100.00 feet; thence N.00°56'51" W. for 5.00 to the point of beginning.

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

Date: 11 Jan 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

BWLKEasement605



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

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



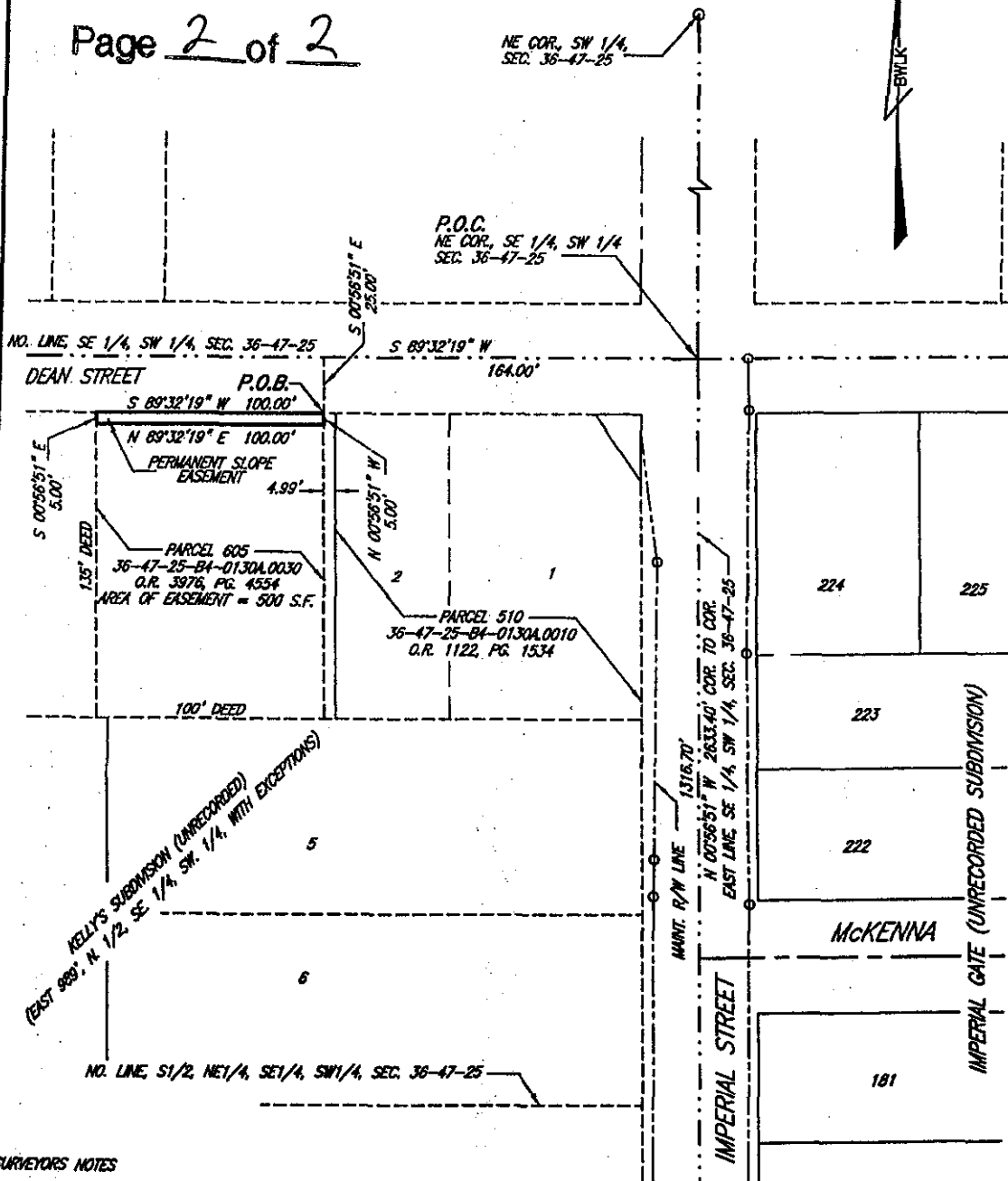
ASSOCIATES:  
TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN R. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF  
A PARCEL OF LAND IN  
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA

## Exhibit "A"

Page 2 of 2



### SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

*James R. Coleman*  
DATE: 12/21/05  
JAMES R. COLEMAN  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

**Bean, Whitaker, Lutz & Kareh, Inc.** (CA 0010)  
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
13011-1 MOOREBORO BOULEVARD, FORT MYERS, FLORIDA 33918-0610 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (0-7-2)
01-10-05	35955	J.R.C.	1" = 80'	1 OF 1	36-47-25

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

Search No. 36-47-25-B4-0130A.0030

Date: July 13, 2005

Parcel: 605

Project: Imperial Street Widening, Project #  
4060To: Teresa L. Mann SR/WA  
Property Acquisition AgentFrom: Kenneth Pitt   
Real Estate Title Examiner

STRAP: 36-47-25-B4-0130A.0030

Effective Date: May 6, 2004, **Updated to June 16, 2005** at 5:00 p.m.

**Subject Property:** Beginning at a Point 164 feet West and 25 feet South of the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 36, Township 47 South, Range 25 East, thence West 100 feet, thence South 135 feet, thence East 100 feet, thence North 135 feet to the Point of Beginning.

Title to the subject property is vested in the following:

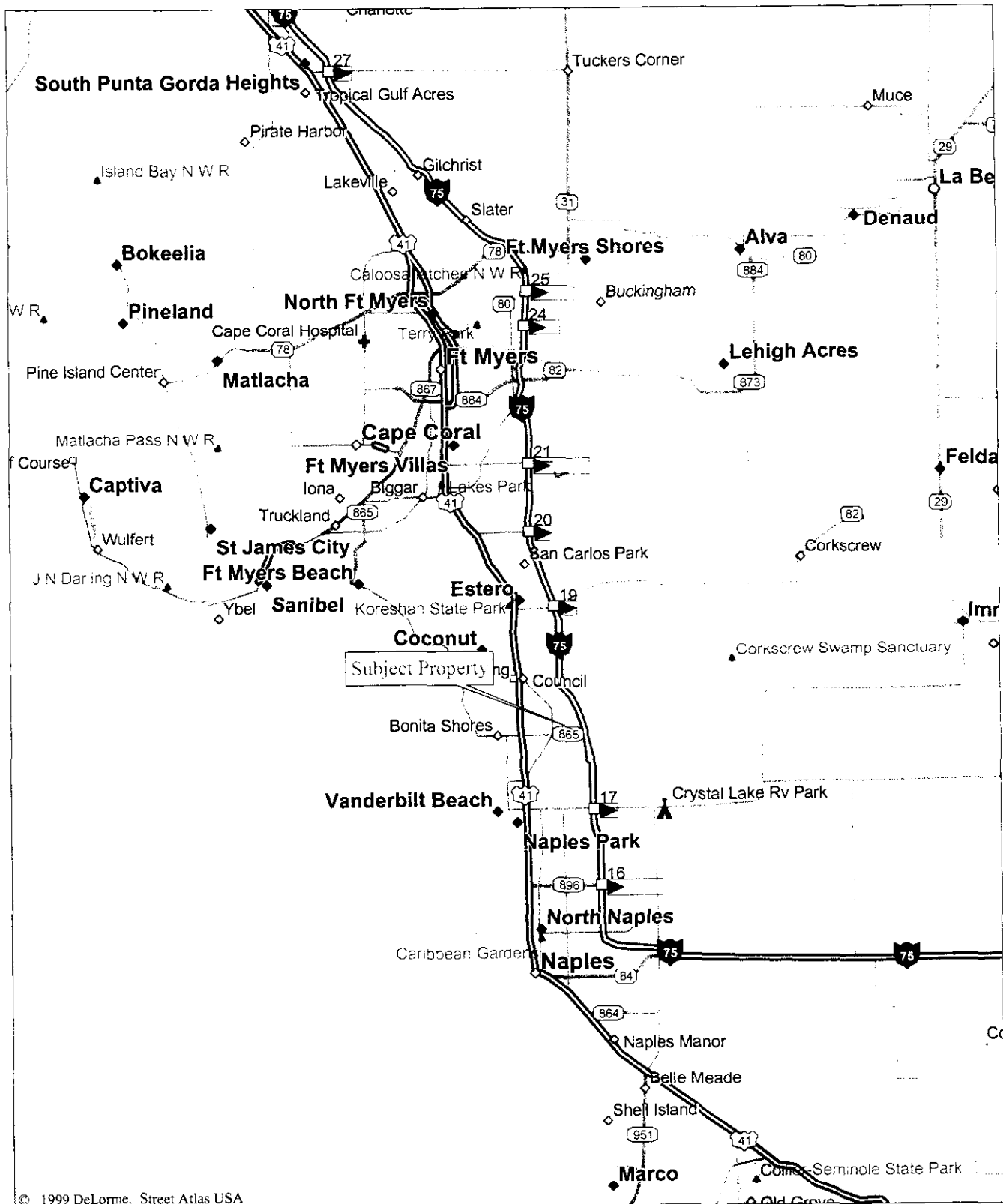
**Jennifer S. Bosch (a married person).**By that certain instrument dated March 31, 2003, recorded June 30, 2003, in Official Record Book 3976 Page 4554, Public Records of Lee County, Florida.**Easements: None found of record.**

NOTE 1): Subject to a mortgage in the original sum of \$78,300.00, between Jennifer S. Bosch (mortgagor) and Cimarron Mortgage Company-D/B/A The Mortgage Warehouse (Mortgagee), recorded in Official Record Book 3976 Page 4555 and later assigned by Official Record Book 4713 Page 1390, 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.

**Tax Status: \$1,610.36 paid on 3/25/05 for Tax Year 2005.***(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.**



**LOCATION MAP**