

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

Blue Sheet No. 20051028

1. **ACTION REQUESTED/PURPOSE:** Approve Easement Purchase Agreement for acquisition of Parcel 1016, Imperial Street Widening Project No. 4060, in the amount of \$1,000; authorize payment of costs to close; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.
2. **WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.
3. **MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

4. Departmental Category: 6		C6B	5. Meeting Date: 08-23-2005	
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	125		Commissioner
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			Department
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			Independent
<input type="checkbox"/> Public	<input type="checkbox"/> Other			Division
<input type="checkbox"/> Walk-On				County Lands TLM
				By: Karen L.W. Forsyth, Director <i>KLF</i>

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

Interest to Acquire: Slope/Restoration Easement

Property Details:
Owner: Walter R. Hedman and Carol J. Hedman, Husband and Wife
Address: 26700 Lost Woods Circle, Bonita Springs
STRAP No.: 25-47-25-B4-0040B.000B

Purchase Details:
Purchase Price: \$1,000
Costs to Close: Approximately \$300

Appraisal Information:
The property owner has agreed to accept \$1,000 prior to obtaining an appraisal. The easement interest has not been appraised.

Staff Recommendation: Considering the costs of 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, and Title Data

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>SAD 7/28 RWS 8/4/05</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]*

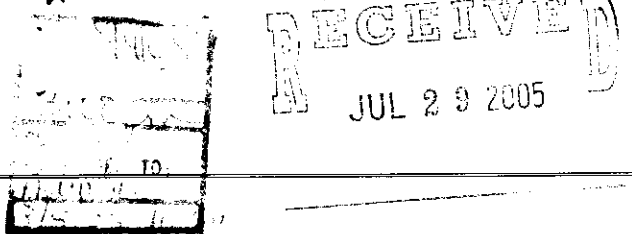
3-5-05

11:30

COUNTY ADMIN
FORWARDED TO: *[Signature]*

8/10/05

9:40 AM



AS

Parcel: 1016
Project: Imperial Street Widening Project No. 4060
STRAP No.: 25-47-25-B4-0040B.000B

EASEMENT PURCHASE AGREEMENT


This Agreement made and entered into this 28 day of June, 2005, by and between **WALTER R. HEDMAN and CAROL J. HEDMAN, husband and wife**, whose address is 26700 Lost Woods Circle, Bonita Springs, FL 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" 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.

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:**



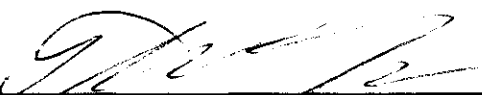
1st Witness Signature



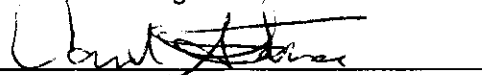
2nd Witness Signature




Walter R. Hedman, Owner



1st Witness Signature



2nd Witness Signature



Carol J. Hedman, Owner

Parcel: 1016
Project: Imperial Street Widening Project No. 4060
STRAP No.: 25-47-25-B4-0040B.000B
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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: 1016
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 25-47-25-B4-0040B.000B

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 200____, between WALTER R. HEDMAN and CAROL J. HEDMAN, husband and wife, whose address is 26700 Lost Woods Circle, 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, 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.
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.

Slope/Restoration Easement

Project: Imperial Street Widening, Project No. 4060

Parcel: 1016

Exhibit "B"

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

IN WITNESS WHEREOF, Walter R. Hedman and Carol J. Hedman, husband and wife, Grantors, have caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Walter R. Hedman

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Carol J. Hedman

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 _____, 200__, by Walter R. Hedman and Carol J. Hedman, husband and wife. They are personally known to me or who have produced _____ as identification.

(Signature of Notary Public)

(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"

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LEGAL DESCRIPTION

Parcel 1016 Permanent Slope Easement (Revised 06-03-05)

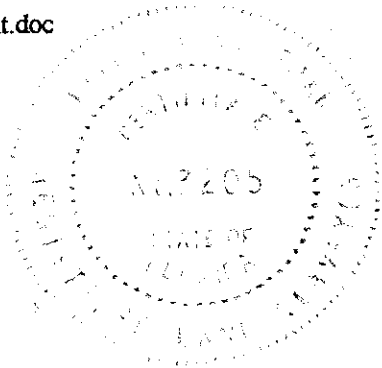
A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Tract "B", Block "B" of Winter Haven East according to the plat thereof as recorded in Plat Book 30 at Page 8 of the Public records of Lee County, Florida, more particularly described as the south 5.00 feet of the southwest quarter of said tract B as described in Official Record Book 2892 at Page 3823 of said public records.

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

Date: 03/14/05

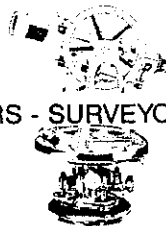
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

Pcl1016Esmt.doc



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

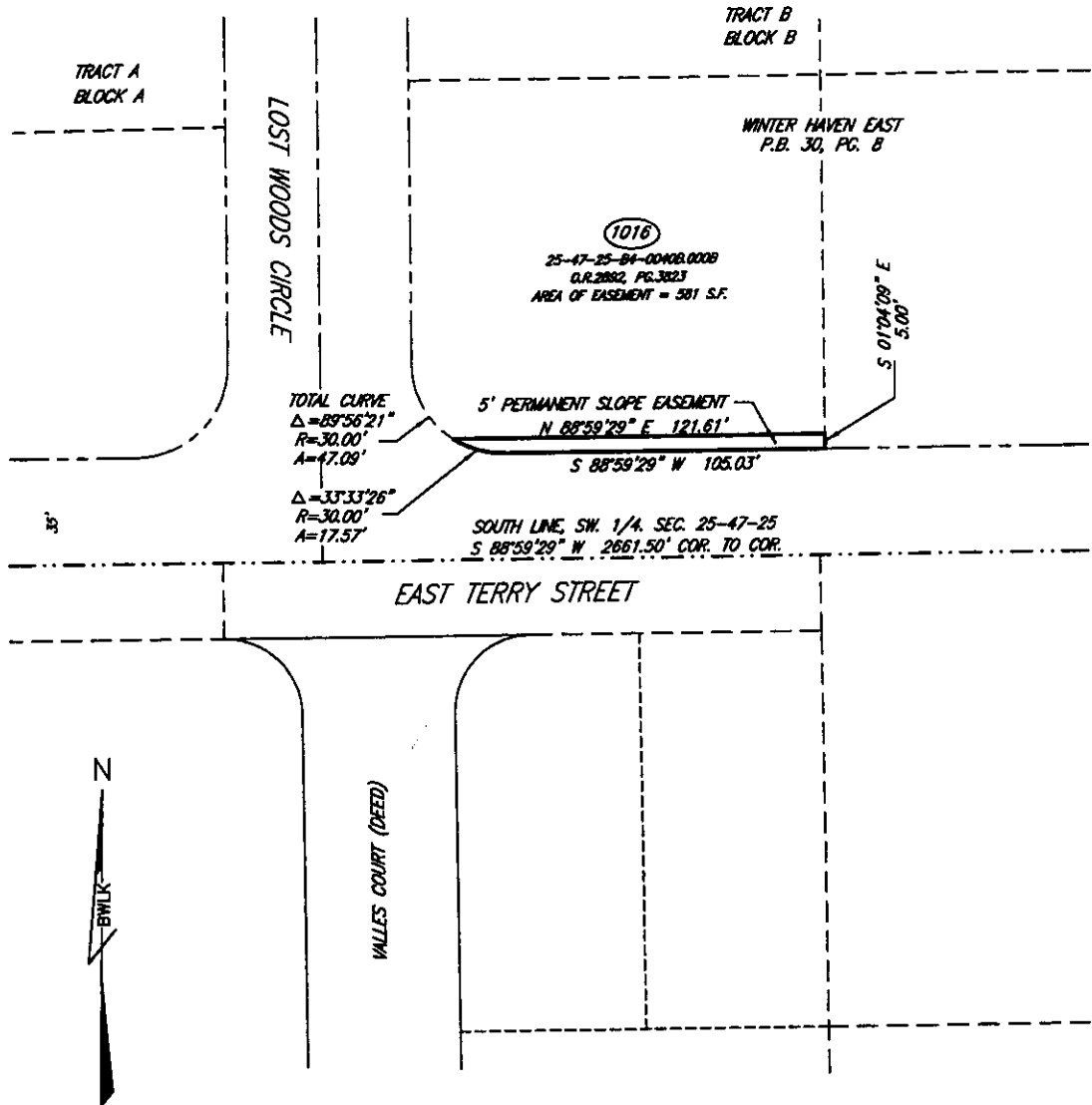
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



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

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF
A PARCEL OF LAND IN
SECTION 25, 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 HEREMITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREDON 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: 3 JUN 05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 4818)					
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33918-6810 (238) 481-1331					
ESMT1016.DWG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (9-7-0)
06-02-05	35895	J.R.C.	1" = 50'	1 OF 1	25-47-25