

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030063

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,500.00 for Parcel 103B, Alico Road Widening, from east of I-75 to east of Old US 41, Project No. 4030, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

WHY ACTION IS NECESSARY: The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner as required by F.S. §73.015, as amended.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: 3 & 5 **CL6A**

3. MEETING DATE:

02-11-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73, 125
 - ORDINANCE _____
 - ADMIN. _____
 - OTHER Resolution of Necessity
- Blue Sheet No. 20020239

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER _____
- B. DEPARTMENT Independent Division
- C. DIVISION County Lands *RC 1-17-03*
- BY: Karen L.W. Forsyth, Director *KLF*

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation to acquire property that is necessary for the Alico Road Widening, from east of I-75 to east of Old US 41, Project No. 4030.

This acquisition consists of a parcel, along the north side of Alico Road at the intersection with the railroad spur crossing.

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated December 19, 2002, performed by David Vaughan MAI, indicating a value of \$4,032.00 for Parcel 103B. The binding offer to the property owners, James and Beverly Whitehead, is \$4,500.00 for Parcel 103B. Should the property owners agree to accept this offer, condemnation proceedings will not be required. If the property owners elect not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$468.00 for Parcel 103B above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$5,000 - \$8,000, excluding land value increases and attorney fees. This parcel is an easement interest.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20403018804.506110
 20 - Capital Projects
 4030 - Alico Road Widening
 18804 - Impact Fees
 506110 - Land

ATTACHMENTS:
 Purchase and Sale Agreement
 Title Search
 Appraisal Letter
 Sales History

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
<i>K. Forsyth</i>		NIA	<i>OAD</i>	<i>John Reynolds 1-28-03</i>	OA <i>elw 1-29-03</i>	OM <i>1/30/03</i>	RISK <i>1-30-03</i>	GC <i>1-29-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: *1/27/03*

Time: *3:30 PM*

Forwarded To:

*Co. Adm.
1/29/03 9AM*

RECEIVED BY
COUNTY ADMIN. *EW*

1-29-03
8:50

COUNTY ADMIN.
FORWARDED TO: *BH*

1/30/03

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification #0000510

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification #0000569



21 December 2002



Lee County Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Attention: Mr. Robert Clemens

RE: Job #110212 - Summary Appraisal of Parcel 103B on Alico Road
Six Laning, #4030 owned by James H. and
Beverly J. Whitehead, Husband and Wife

Dear Mr. Clemens:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 19 December 2002. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

This is a Summary Appraisal Report which intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Appraisal Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the just compensation due the property owner as a result of a partial acquisition. Just compensation is a combination of any land/improvement taken plus any legal compensable severance damages. Just compensation is best determined by estimating the market value. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of the appraisal is understood to be for use as a basis for negotiating the acquisition of the property.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

The subject property is appraised as of 19 December 2002, the date of the last inspection of the property. A detailed on-site inspection was made on that date by David C. Vaughan, MAI.

UPDATED IN-HOUSE TITLE SEARCH
Department of Public Works
County Lands

TO: Robert G. Clemens
Acquisition Program Manager

DATE: June 15, 1999
PARCEL : 103/103B
PROJECT: Alico Road Widening #4030

FROM: David M. White, CLS
Real Estate Title Examiner

STRAP: 06-46-25-00-00008.0000

An update has been requested of In-House Search No. 21396/C which covers the period beginning January 1, 1940 at 8:00 a.m. and is now complete through June 2, 1999 at 5:00 p.m.

Subject Property: The East 1/2 of the Southeast 1/4 of Section 6, Township 46 South, Range 25 East, Lee County, Florida.

LESS AND EXCEPT

The West 360.3 feet of the East 390 feet of the South 630 feet of Section 6, Township 46 South, Range 25 East, Lee County, Florida.

Title to the subject property is vested in the following:

James H. Whitehead and Beverly Jane Whitehead, husband and wife

By those certain instruments dated November 21, 1995, recorded November 28, 1995, in Official Record Book 2654, Page 4057 and dated September 23, 1997, recorded September 30, 1997 in Official Record Book 2872, Page 854, all being in the Public Records of Lee County, Florida.

Subject to:

1. A public road, 80 feet in width, which runs in a north/south direction and is described in County Commission Minute Book 6, at Page 196, Public Records of Lee County, Florida.
2. Notice of Development Order, recorded June 6, 1986, in Official Record Book 1850, Page 135, Public Records of Lee County, Florida.
3. Railroad easement dated August 1, 1973, recorded September 7, 1973 between Howard T. Whitehead and Inez L. Whitehead, husband and wife and Florida Rock Industries, Inc. in Official Record Book 989, Page 199, Public Records of Lee County, Florida. Said easement was assigned to Fort Myers Southern Railroad Company by the instrument dated January 14, 1974, recorded April 24, 1974 in Official Record Book 1032, Page 1188, Public Records of Lee County, Florida.

NOTE: The legal description of subject property does not except the South 50 feet for road right-of-way as conveyed to Lee County by the instruments recorded in Deed Book 266, Page 557 and Deed Book 266, Page

Search No. 21396/C
UPDATED IN-HOUSE TITLE SEARCH
DATE: June 15, 1999
PARCEL : 103/103B
PROJECT: Alico Road Widening #4030

564, Public Records of Lee County, Florida. The legal also does not less out the railroad right-of-way which crosses subject property beginning in the Northwest corner and running in a Southeasterly direction to the South line of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE: The Development Order mentioned in Number 2 above references the strap number of subject property but shows a different legal description than subject property.

NOTE: There are two easements which run with the subject property but they do not affect the area along Alico Road, therefore we have not set them out in this report.

STRAP No. 06-46-25-00-00008.0000
1998 Taxes: Tax Certificate issued
Back Taxes: Certificate #99-35587; Redemption total for August 1999 is \$84.80
Garbage: Not on Garbage Collection Program.
Assessments: STRAP not on Assessment File

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.

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EXECUTIVE SUMMARY

PROJECT NAME: Alico Road Widening

PROJECT NUMBER: #4030

OWNER OF RECORD: James H. and Beverly J. Whitehead

STRAP NUMBER: 06-46-25-00-00008.0000

LOCATION: Alico Road

LAND AREA: 4,607.5 s.f.

IMPROVEMENTS: None

ZONING/LAND USE: IL/Industrial

HIGHEST AND BEST USE: Industrial

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - MARKET APPROACH: \$4,032

ESTIMATE OF VALUE - INCOME APPROACH: N/A

FINAL VALUE ESTIMATE: \$4,032

INTEREST APPRAISED: Fee Simple/Leasehold

DATE OF VALUATION: 19 December 2002

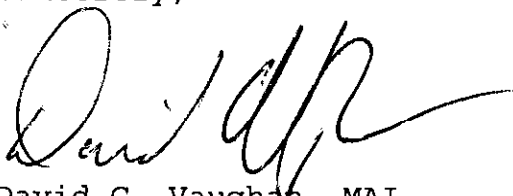
APPRAISER: Mr. David C. Vaughan, MAI

Lee County Division of County Lands
Page Three
21 December 2002

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the just compensation due the property owner, as of 19 December 2002, is:

PARCEL 103
FOUR THOUSAND THIRTY TWO DOLLARS.(\$4,032)

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Vaughan". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

5-Year Sales History

Parcel No. 103 B

Alico Road Six Laning, Project No. 4030

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
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NO SALE IN THE LAST FIVE YEARS

Parcel: 103B
Project: Alico Road Widening, Project No. 4030
STRAP No.: 06-46-25-00-00008.0000

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 20 ____, by and between James H. Whitehead and Beverly Jane Whitehead, whose address is 1622 Viscaya Parkway, Cape Coral, Florida 33990, 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 easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the construction and maintenance of a Perpetual Stormwater Drainage Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$4,500.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of a perpetual easement in form and substance as attached hereto by Purchaser.
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 30 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 attached 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

James H. Whitehead (Grantor)

2nd Witness Signature

1st Witness Signature

Beverly Jane Whitehead (Grantor)

2nd Witness Signature

ATTEST:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

Exhibit "A"

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 103B
Project: Alico Road Widening, Project No. 4030
Strap No.: 06-46-25-00-00008.0000

THIS SPACE FOR RECORDING

PERPETUAL STORMWATER DRAINAGE EASEMENT

This easement grant is made between James H. Whitehead and Beverly Jane Whitehead, husband and wife, whose address is 1622 Viscaya Parkway, Cape Coral, Florida 33990 (Grantor) and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (Grantee) as follows:

1. In consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A".

2. Grantee has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe, within the easement area in accordance with appropriate permits issued for construction and maintenance.

3. Grantee also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install the stormwater drainage facilities.

4. Grantor may use the easement area for landscaping (except trees), walkway, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the easement area.

5. Title to any drainage facilities constructed in the easement area will remain in the Grantee, its successors or assigns.

6. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

7. This easement runs with the land and is binding on Grantor and Grantor's successors and assigns.

Exhibit "A"

Dated: _____, 20__

1st Witness Signature

By: _____

James H. Whitehead (Date)
Grantor

Printed Name of 1st Witness

1st Witness Signature

By: _____

Beverly Jane Whitehead (Date)
Grantor

Printed Name of 1st Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

He/She is personally known to me or has produced _____
(type of identification)
as identification.

SEAL

Signature of Notary Public

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

Exhibit "A"

