

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030071

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$500.00 for Parcel B-3944-1, 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

CLD

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 *1-23-03*
- 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 near the intersection with the main line railroad 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 3, 2002, performed by David Vaughan MAI, indicating a value of \$229,000. The binding offer to the property owner, CSX Transportation, Inc., is \$500.00. Should the property owner 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 \$271.00 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. The parcel is for a waterline 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
					OA	LOM	RISK	GC	
<i>K. Forsyth</i>		<i>WA</i>	<i>AD</i> <i>KLF</i>	<i>J. Jones</i> <i>1-28-03</i>	<i>2/27/03</i>	<i>1/30/03</i>	<i>1/30/03</i>	<i>1/29/03</i>	<i>W. H. Jones</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *1/27/03*
 Time: *3:00 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 2003

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification #0000570

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 #110218 - Summary Appraisal of Parcel B-3944-1 on Alico
Road Six Laning, #4030

Dear Mr. Clemens:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 3 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 3 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.

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 3 December 2002, is:

PARCEL B-3944-1
TWO HUNDRED TWENTY NINE DOLLARS. (\$229.00)

Sincerely,



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

EXECUTIVE SUMMARY

PROJECT NAME: Alico Road Widening

PROJECT NUMBER: #4030

LOCATION: Alico Road

LAND AREA: 728.3 Square Feet

IMPROVEMENTS: None

LAND USE: Industrial Development

HIGHEST AND BEST USE: Industrial Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - MARKET APPROACH: \$229.00

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE THE OWNER: \$229.00

INTEREST APPRAISED: Leasehold

DATE OF VALUATION: 3 December 2002

APPRAISER: Mr. David C. Vaughan, MAI

5-Year Sales History

Parcel No. B-3944-1

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

NOTE: This parcel is within the existing Alico Road.

Parcel: B-3944-1
Project: Alico Road Widening, Project No. 4030
STRAP No.:

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 20 ____, by and between Seaboard Coast Line Railroad Company, a Virginia corporation, n/k/a CSX Transportation, Inc., whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, Florida 32202, 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 Public Waterline Utility Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$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:**

Seaboard Coast Line Railroad Company, a
Virginia Corporation, n/k/a CSX Transportation,
Inc.

1st Witness Signature

By: _____

2nd Witness Signature

(Please print or type name)

Its: _____
(Please print or type title)

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

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: B-3944-1
Project: Alico Road Widening, Project No. 4030
STRAP No.:

Exhibit "A"

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this ___ day of _____, 20____, between Seaboard Coast Line Railroad Company, a Virginia Corporation, n/k/a CSX Transportation, Inc., Owners, whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, FL 32202, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located under the existing ground level railroad which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections. The total area of this public utility easement as described in Exhibit "A" is to be reserved for the public utility lines, mains, or other utility facilities. Other than an existing ground level railroad, no other improvements will be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns without the express written consent of the Grantee.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. 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 that they are lawfully seized and possessed of the described real property (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 recorded in the Public Records, and accordingly, Grantors 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.

6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, _____, OWNER, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF TWO WITNESSES:

Seaboard Coast Line Railroad Company,
a Virginia Corporation, n/k/a CSX Transportation,
Inc.

1st WITNESS Signature

By: _____

Printed name of 1st Witness

(Please print or type name)

2nd WITNESS Signature

Its: _____
(Please print or type title)

Printed name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

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

_____ of CSX Transportation, Inc.
(name of officer or agent, title of officer or agent) (Name of corporation)

a Virginia Corporation, on behalf of the corporation. He/She is personally known to me or
(State or place of incorporation)

has produced _____ as identification.
(type of identification)

(Signature of Notary)

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

Exhibit "A"

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 SPK SET Pk NAIL AND DSC LB 1772
 SR SET IRON ROD W CAP LB 1772

LEGEND



950 Encore Way
 Naples, Florida 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1772

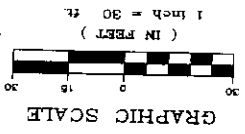
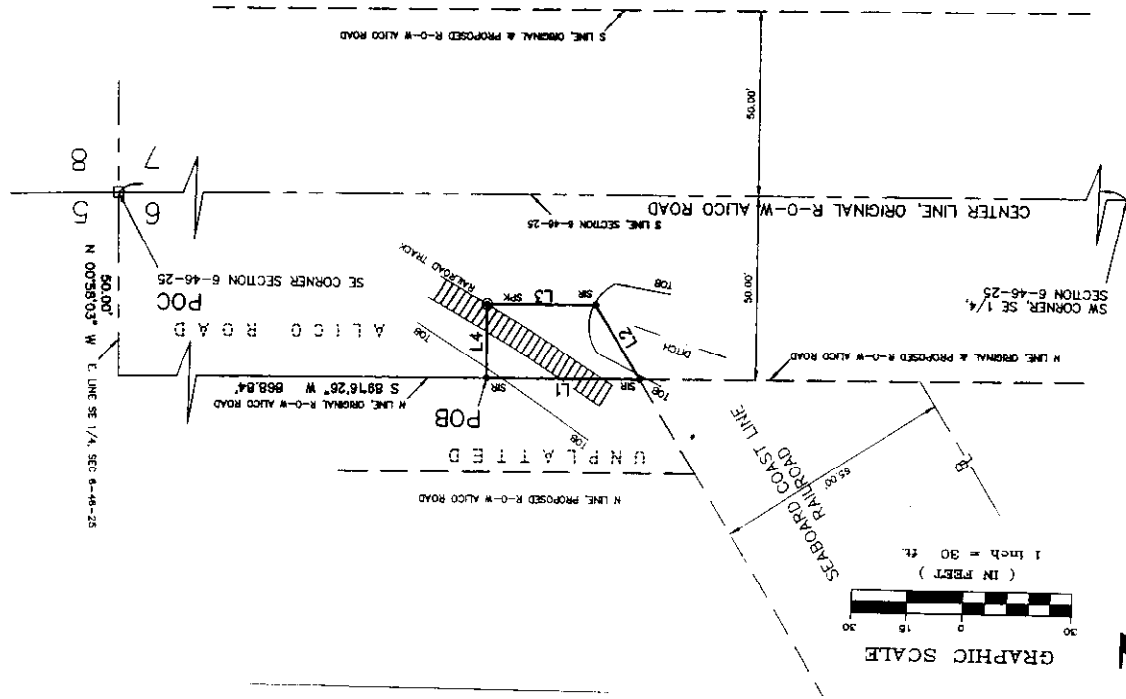
NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

BOUNDARY SURVEY OF A PORTION OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY
 FLORIDA

REVISION NO.	DESCRIPTION	DATE
6	PROJECT NO.	97.051
46	TOWNSHIP	46
837	RANGE	25-41
25	SECTION	PO2NU
8	DATE	9/02
6	PROJECT NO.	97.051
46	TOWNSHIP	46
837	RANGE	25-41
25	SECTION	PO2NU

LINE	DIRECTION	DISTANCE
L1	S 89°16'26" W	42.63
L2	S 32°35'11" E	23.55
L3	N 89°16'26" E	30.20
L4	N 00°43'34" W	20.00



LEGAL DESCRIPTION
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°58'03" W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE ORIGINAL NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A RIGHT OF WAY OF VARIABLE WIDTH; THENCE RUN S.89°16'26" W., ALONG SAID ORIGINAL NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 668.84 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREBY DESCRIBED; THENCE CONTINUE S.89°16'26" W., ALONG ORIGINAL NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 42.63 FEET; THENCE RUN S.32°35'11" E., FOR A DISTANCE OF 23.55 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID ORIGINAL NORTHERLY RIGHT-OF-WAY LINE; THENCE RUN N.89°16'26" E., FOR A DISTANCE OF 30.20 FEET; THENCE RUN N.00°43'34" W., FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 728.3 SQUARE FEET, MORE OR LESS.

NOTES:
 THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
 BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°58'03" W.
 THE RAILROAD TRACKS ARE LOCATED OVER A PORTION OF THIS PROPERTY AS SHOWN.
 PROPERTY AREA: 728.3 SQUARE FEET, MORE OR LESS.
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 CERTIFIED TO: LEE COUNTY DEPARTMENT OF TRANSPORTATION
 I HEREBY CERTIFY THAT THIS SECTION OF THE HEREBY DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/27/02. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 81G-6, F.A.C.
 HOLE MONTES, INC.
 CERTIFICATION OF AUTHORIZATION LB #1772

By *Thomas J. Garriss*
 P.L.S. #3741
 STATE OF FLORIDA

Parcel B-3944-1