

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

Blue Sheet No. 20030072

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,000.00 for Parcel 205, 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

C6E

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 *1-18-03*
- BY: *Karen L.W. Forsyth, Director*

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 south side of Alico Road near the intersection with the main 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 \$3,323.00. The binding offer to the property owner, CSX Transportation, Inc., is \$4,000. 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 \$677.00 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 sidewalk easement interests.

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	OM	RISK	GC	
<i>K. Forsyth</i>		<i>N/A</i>	<i>D. B. [unclear]</i>	<i>[unclear] 1-28-03</i>	<i>[unclear] 1-29-03</i>	<i>[unclear] 1/30/03</i>	<i>[unclear] 1/29/03</i>	<i>[unclear] 1-29-03</i>	<i>[unclear]</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 9 AM*

RECEIVED BY COUNTY ADMIN. *EM*
1-29-03
 COUNTY ADMIN. FORWARDED TO: *BH*
1/30/03

Department of Public Works
Division of County Lands

Page 1 of 2

Second Updated In House Title Search

Search No. 21446/B
Date: March 17, 2000
Parcel: 205
Project: Alico Road Widening,
Project #4030

To: Robert G. Clemens
Acquisition Program Manager

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



STRAP: 07-46-25-00-00006.0010

An update has been requested of In House Title Search No. 21446/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through February 28, 2000 at 5:00 p.m.

Subject Property: A portion of the Northeast quarter of Section 7, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 46 South, Range 25 East, Lee County, Florida; thence run S 00°56'44" E, along the East line of the Northeast quarter of said Section 7, for a distance of 50.00 feet to a point on the Southerly right of way line of Alico Road, a 100.00 foot right of way; thence run S 89°16'26" W, along said Southerly right of way line, for a distance of 591.00 feet to the point of beginning of the parcel of land herein described; thence continue S 89°16'26"W, along said Southerly right of way line, for a distance of 168.79 feet; thence run S 00°43'34" E for a distance of 25.00 feet; thence N 89°16'26" E for a distance of 168.79 feet; thence N 00°43'34" W for a distance of 25.00 feet to the point of beginning.

Title to the subject property is vested in the following:

The Barbour Enterprises Limited Partnership I, an Ohio limited partnership

By that certain instrument dated June 12, 1999, recorded June 12, 1999, in Official Record Book 3144, Page 2029, Public Records of Lee County, Florida.

Subject to:

1. Easement dated April 9, 1973, recorded June 8, 1973 in Official Record Book 953, Page 642, Public Records of Lee County, Florida.
2. Forty (40') foot wide right-of-way and easement for railroad purposes in favor of Fort Myers Southern Railroad Company as recited in the instrument dated January 14, 1974, recorded April 24, 1974, in Official Record Book 1032, Page 1190, Public Records of Lee County, Florida.

Second Updated In House Title Search

Search No. 21446/B
Date: March 17, 2000
Parcel: 205
Project: Alico Road Widening,
Project #4030

3. Mortgage executed by Richard G. Couch, Vice President of Bayshore Estates, Inc., a Florida corporation in favor of General Consultants, Inc., dated October 29, 1998, recorded November 3, 1998, in Official Record Book 3031, Page 2804, Public Records of Lee County, Florida.

Tax Status: *1999 Ad Valorem Taxes are UNPAID. See tax bill print-out.
Prior year(s) taxes are DUE. See tax bill print-out.
(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.

Parcel: 205
Project: Alico Road Widening, Project No. 4030
STRAP No.: 07-46-25-00-00006.0010

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 Sidewalk Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$4,000.00; 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:

Exhibit "A"

Lee County
Public Works/County Lands Division
Post Office Box 398
Fort Myers, Florida 33902

Parcel: 205
Project: Alico Road Widening No. 4030
Strap No.: 07-46-25-00-00006.0010

**GRANT OF PERPETUAL
NON EXCLUSIVE RIGHT-OF-WAY EASEMENT
FOR BIKEPATH/SIDEWALK**

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., whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, FL 32202, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

WITNESSETH:

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby transfers to the County a perpetual non-exclusive public right-of-way easement for a bikepath/sidewalk situated in Lee County, Florida, located and described as set forth in Exhibit "A" attached hereto.
2. The County is hereby granted the right to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system.
3. This right-of-way easement does not limit the construction of the bikepath/sidewalk to a particular type, style, material or design.
4. Title to the improvements constructed hereunder will remain in the County.
5. The County will be responsible for maintenance of the bikepath/sidewalk facility.
6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and

Exhibit "A"

Grant of Perpetual Right-of-Way Easement
for Bikepath/Sidewalk
Page 2

cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

7. The County will have a reasonable right of access for the purposes of reaching the described easement 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 that easement will be restored by the County to the condition in which it existed prior to the damage.

8. **THIS AGREEMENT** shall be binding upon the parties hereto, their successors and assigns.

9. Grantor, by signing this easement grant, and Grantee, by accepting this easement grant, agree to abide by the terms and conditions contained herein.

IN WITNESS WHEREOF, _____, Grantor has caused this document to be signed on the date first above written.
Grant of Perpetual Right-of-Way Easement
for Bikepath/Sidewalk

1st Witness Signature

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Seaboard Coast Line Railroad Co.,
A Virginia Corporation, n/k/a
CXs Transportation, Inc.

By: _____

(Please type or print name)

Its: _____
(Please type or print title)

Exhibit "A"

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____
(name of person acknowledged)

He/she is personally known to me or who has produced _____
(type of identification)

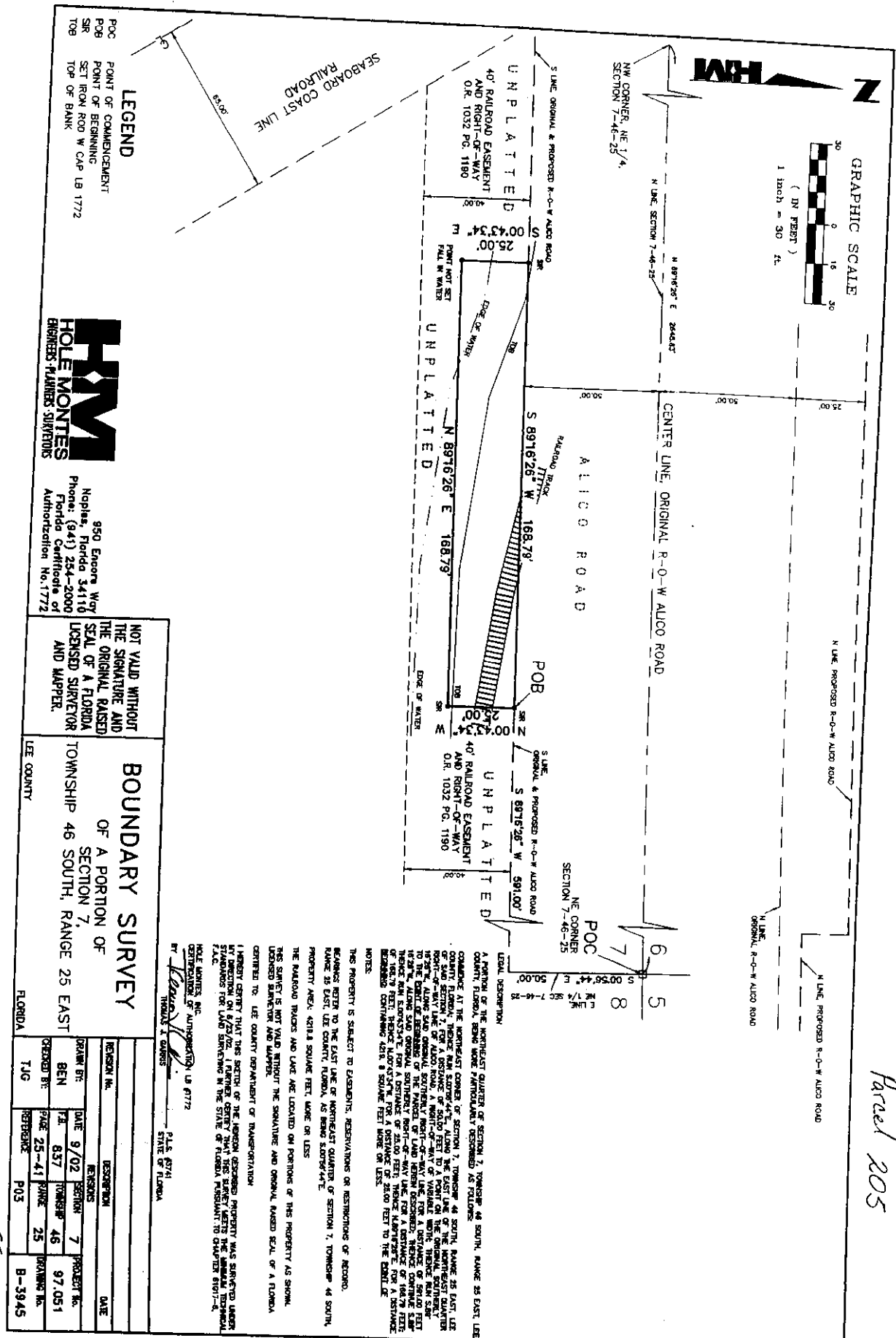
as identification.

(Signature of Notary Public)

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

(INDIVIDUAL)

Exhibit "A"



LEGEND
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 SR SET ROOM ROD W CAP LB 1772
 TOB TOP OF BANK



950 Europa 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 7,
 TOWNSHIP 46 SOUTH,
 RANGE 25 EAST
 LE COUNTY
 FLORIDA

ORDER NO.	DATE	SECTION	PROJECT NO.
BEN	9/02	7	97.051
OPENED BY:	PAVE 25-41	PAVE 25	DRAWING NO. B-5945
REFERENCE:		P05	

NOTES:
 THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
 BEING REFER TO THE EAST LINE OF NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH,
 RANGE 25 EAST, LE COUNTY, FLORIDA, AS BEING SLOTTED #447E.
 PROPERTY AREA: 4218.1 SQUARE FEET, MORE OR LESS.
 THE RAILROAD TRACES AND LINE ARE LOCATED ON PORTIONS OF THIS PROPERTY AS SHOWN.
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.
 CERTIFIED TO: LE COUNTY DEPARTMENT OF MANAGEMENT/PLANNING
 I HEREBY CERTIFY THAT THIS SECTION OF THE FOREGOING DESCRIBED PROPERTY WAS SURVEYED UNDER
 MY PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.
 HOLE MONTES ENGINEERS, PLANNERS, SURVEYORS
 BY: *[Signature]* P.L.S. 0574
 NORTON T. GUNDS TOWNSHIP 46 SOUTH, RANGE 25 EAST, LE COUNTY, FLORIDA

Parcel 205

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



22 December 2002



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

Attention: Mr. Robert Clemens

RE: Job #110216 - Summary Appraisal of Parcel 205 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.

Lee County Division of County Lands
Page Two
22 December 2002

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
22 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 205

THREE THOUSAND THREE HUNDRED TWENTY THREE DOLLARS. . . . (\$3,323)

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Vaughan", with a long horizontal flourish extending to the right.

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

EXECUTIVE SUMMARY

PROJECT NAME: Alico Road Widening

PROJECT NUMBER: #4030

LOCATION: On the north side of Alico Road between I-75 and U.S. 41

LAND AREA: 4,219.8 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: \$3,323

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE THE OWNER: \$3,323

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: 3 December 2002

APPRAISER: Mr. David C. Vaughan, MAI

5-Year Sales History

Parcel No. 205

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