

CHAPTER EIGHT

REAL ESTATE AND RIGHTS-OF-WAY CODE

8.0 PURPOSE

The purpose of the Real Estate and Rights-of-Way Code is to establish the policies governing the Acquisition, disposal, and management of properties owned, leased, or in which the County has an interest, such as an Easement, etc., or is desired to be owned by the County, as well as management of activities that occur within the County's Rights-of-Way and Easements. The Administrative Code permits the continued development of comprehensive policies, procedures, and manuals that ensure compliance with applicable County, federal, state, and local agency codes of ordinances and regulations governing the Acquisition, disposal, and management of Real Property as they may be revised from time to time. Definitions for terms referenced throughout the Chapter are located in Appendix A – Definitions.

8.1 GENERAL PROVISIONS

8.1-1 APPLICABILITY AND EXCLUSIONS

- A. Applicability: The provisions of this Code shall apply to the Acquisition, disposal, and management of properties owned, leased, or in which the County has an interest, such as an Easement, etc. or is desired to be owned by the County. The provisions of this Code also apply to the management of activities that occur within the County's Rights-of-Way and Easements by the Board of County Commissioners (Board), as well as Departments and agencies under the control of the Board. Expenditures of federal or state funds and Grants for the Acquisition, disposal and management of properties and Easements will be conducted in accordance with the applicable mandatory laws and regulations which may not be specified in this Code or may be inconsistent with provisions of this Code. Nothing in this Code will prevent the County from complying with the terms, conditions or obligations of federal or state funding or Grants.
- B. Exclusions: Property involuntarily acquired by the County through abandonment by the property Owner through non-payment of ad valorem taxes or through liens or Code Enforcement fines and fees are excluded from provisions of this Code.

8.1-2 WAIVER OF REQUIREMENTS

The Board may, when deemed to be in the best interest of the County and not inconsistent with law, waive any or all requirements or provisions set forth in this Chapter of the Administrative Code and proceed thereafter to take whatever action is deemed in the best interest of the County.

8.1-3 CHANGES IN LAWS AND REGULATIONS

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Code, automatically supersede this Code.

8.2 AUTHORITY

8.2-1 BOARD OF COUNTY COMMISSIONERS

- A. Florida Statutes Chapter 125 and the Charter of Osceola County grant authority to the Board to enact the provisions of this Code.
- B. The Board has the authority to approve property Acquisitions including Rights-of-Way, Leases, and Easements with a value exceeding approved Thresholds established in the Osceola County Procurement Code which are not in conflict with other laws, rules and regulations of state, federal and jurisdictional government agencies.
- C. The Board has the authority to approve any Amendments, Addendums, and/or renewals to a Contract, Agreement, Lease, and/or Easement originally executed by the County Manager or their Designee which would increase the not-to-exceed amount of the Contract, Agreement, Lease, and/or Easement above the approved Thresholds established in the Osceola County Procurement Code unless the Board has specifically granted the County Manager or their Designee specific authority to negotiate and execute documents within specific parameters.

8.2-2 COUNTY MANAGER

In accordance with Chapter One of the Administrative Code (1.2), the County Manager is responsible for the day-to-day administration of the County and to administer and carry out the policies of the Board.

- A. The County Manager, or their Designee, shall have the authority to award and execute all Contracts, Agreements, Addendums, extensions, Rights-of-Entry, and Temporary Construction Easement documents for Acquisitions, Dispositions, Leases, and granting of Temporary Construction Easements within the parameters set forth by approval of the Board and/or under Thresholds established in the Osceola County Procurement Code and all laws, rules and regulations established by state, federal, and jurisdictional governmental agencies. The County Manager shall not have the authority to award or execute documents related to Easements, other than Temporary Construction Easements as listed above, regardless of established Thresholds.
- B. The County Manager, or their Designee, shall, not less than once per month, report to the Board on various purchases, Contracts, Agreements, Addendums, Leases, Rights-of-Way

Acquisitions, Temporary Construction Easements, and/or Amendments thereto either as an informational Agenda Item or via electronic communication.

- C. Per Chapter One of the Administrative Code, the County Manager, or their Designee, shall have the authority to adopt operational Procedures, consistent with this Code, Florida Statutes, federal guidelines, and best practices governing the Acquisition, disposal, and management of properties owned, leased, or in which the County has an interest, such as an Easement, etc., or is desired to be owned by the County, as well as management of activities that occur within the County's Rights-of-Way and Easements.
- D. The County Manager shall have the authority to delegate, in writing, the Real Estate and Rights-of-Way procedural approval and signature authority including Thresholds for amounts less than the Board approval amount that is not in conflict with other laws, rules, and regulations of state, federal, and jurisdictional government agencies.
- E. The County Manager, or their Designee, may approve Settlements that do not exceed the approved Threshold in the Osceola County Procurement Code, including fees and costs, regardless of the percentage increase, about just and full compensation that are not in conflict with other laws, rules, and regulations of state, federal, and jurisdictional government agencies.
- F. The County Manager may delegate, in writing, Settlement authority to the appropriate staff who may serve as a County representative in mediation or execute a Statement of Offer or Agreement that does not exceed the approved Threshold in the Osceola County Procurement Code that is not in conflict with other laws, rules, and regulations of state, federal, and jurisdictional government agencies.

8.2-3 COUNTY ATTORNEY

- A. In accordance with Chapter One of the Administrative Code (1.3), the County Attorney, or their Designee, serves as the legal counsel and represents the Board and County Departments.
- B. All purchases, Contracts, Agreements, Leases, Addendums, Rights-of-Way Acquisitions, conveyances, Dispositions, Easements and/or amendments thereto including any related templates, terms and conditions, and forms shall be reviewed by the County Attorney, or their Designee, for legal sufficiency prior to execution by the Board, County Manager, or their Designee.

8.3 REQUIREMENT OF GOOD FAITH

This Code requires all parties involved in the Solicitation, Negotiation, performance, or administration of purchases, conveyances, Dispositions, Contracts, Agreements, Leases, Addendums, Rights-of-Way Acquisitions, Easements and/or Amendments for Real Estate and

Rights-of-Way to act in good faith.

8.4 CONFIDENTIAL INFORMATION

This Code requires that all confidential information be administered in accordance with the Public Records Act, Chapter 119, Florida Statutes.

8.5 REAL ESTATE AND RIGHTS-OF-WAY DATA MANAGEMENT

- A. Real Estate and Rights-of-Way Data, including but not limited to, specific information related to each property, Parcel, Easement, and Right-of-Way owned, leased, and/or disposed of, or which may be desired to be owned by the County, will be maintained and managed electronically by the County Department(s)/Division(s) designated by the County Manager, or their Designee.
- B. Each Easement, Right-of-Way, Right-of-Entry, Proposed Acquisition, Acquisition, Lease, Use Agreement, proposed surplus and Disposition documentation for all County owned, leased, encumbered, or restricted properties and all County transactional property actions will be maintained in perpetuity by the County as dictated in the Real Estate and Right-of-Way Procedure Manual as established by the County Manager. Documentation includes, but is not limited to, important communication between parties, property Appraiser records, tax collector records, full contact information for all parties and representatives to the transaction/property, title searches, commitments and policies, surveys, Sketch and Legals, plats, replats, Easements, Rights-of-Way, Appraisals, articles of record, Power of Attorney and Homeowner Association documents, Agreements, Addendums, extensions, notification letters, Board Agenda Items/Requests, internal memos, environmental reports, opinion letters, aerials, exhibits and all other documentation obtained on the property through any source.

8.6 ACQUISITIONS

8.6-1 APPRAISALS

- A. Each Appraiser providing Appraisal services for any purpose to the County must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation and referenced in Section 475.628 Florida Statutes.
- B. The County Manager, or their Designee, will ensure that proper procurement processes for Appraisal service contracts are followed in accordance with laws, rules and regulations of state, federal and jurisdictional government agencies when future funding for the project or transaction is possible.
- C. For projects that may be eligible for state or federal funding, Appraisals will be performed

following the applicable laws, rules, manuals, and regulations.

- D. The number of Appraisals required for the procurement of any Parcel based on its estimated value will be in conformance with laws, rules, manuals and regulations of state, federal and jurisdictional government agencies including consideration of whether the transaction is through Eminent Domain.
- E. Unless prohibited by other laws, rules, manuals, and regulations of state, federal and jurisdictional government agencies, including consideration of Eminent Domain, the Board may waive an Appraisal for a Parcel whose valuation is deemed to be uncomplicated and the estimated compensation of all Parcels pertaining to a single parent tract, fee, temporary and permanent Easements is not expected to exceed the amount stipulated in Florida Statute 125.355. A notification memorandum outlining the reasons why an Appraisal is not necessary for Negotiations will be provided by the County Manager, or their Designee, to the Board for consideration.
- F. When considered appropriate by the County Manager, or their Designee, the value finding format can be used for vacant or land only, non-complex Appraisals. The value finding format must comply with USPAP reporting requirements for a restricted use Appraisal report.
- G. Ethical Conduct of the Appraiser: This section applies when assignments are accepted.
 - 1. The Appraiser will adhere to all ethical standards outlined in Florida State Licensure Statutes under the Florida Real Estate Commission and the Florida Bureau of Appraisal in the Florida Department of Professional Regulations in avoidance of impropriety and conflict of interest outlined in all laws and regulations of local, state, federal and jurisdictional governmental agencies. Any acceptance of an Appraisal assignment from another party, including condemning agencies, must have a prior written release from the County Manager, or their Designee, and may not use market data, trends, adjustments or other analyses developed through any County Contract assignment, regardless of fee payment for those reports and data. The Appraiser may not accept assignments from other parties on properties, or closely related properties, or projects that they were previously hired to appraise by the County.
 - 2. Confidentiality:
 - a. The Appraiser must obtain written permission from the County Manager, or their Designee, prior to submitting any Parcel information to a third party unless the Parcel information has become public knowledge.
 - b. Appraisers are cautioned that release of information to a professional organization's admissions review committee may be a breach of

confidentiality if any litigation is pending.

- c. Confidentiality applies to review as well as Appraisal work.
 - d. In accordance with Section 125.355(1)(a), Appraisals, Offers, and counteroffers shall not be available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Florida Statutes until an option Contract is executed or, if no option Contract is executed, until 30 days before a Contract or Agreement for purchase is not submitted to the Board for approval. The exemption from Section 119.07(1), Florida Statutes will expire 30 days after the termination of Negotiations unless Appraisals, Offers, and counteroffers are part of an Eminent Domain or threat of Eminent Domain transaction.
- H. Property Inspection Indicates Possible Contamination: Immediately after an inspection, the Appraiser must report in writing to the County Manager, or their Designee, of any indications of possible contamination of the property.
- I. Non-Participation in Negotiations:
- 1. No Appraiser or reviewer shall have any interest, direct or indirect, in the Real Property being appraised for the County that would in any way conflict with the preparation or review of the Appraisal report.
 - 2. No Appraiser or reviewer shall act as a negotiator for Real Property which that person has appraised or reviewed, except that the County may permit the same person to both establish an Offer price and negotiate an Acquisition for Parcels wherein an Appraisal waiver has been employed.

8.6-2 INCENTIVE OFFERS

- A. Incentive Offer projects must be approved by the County Manager, or their Designee.
- B. Approval will be granted upon a certification by the County Manager, or their Designee, that use of Incentive Offers is expected to reduce project time and cost, the project has a scheduled production date and condemnation will be pursued for those Parcels which cannot be negotiated.
- C. To ensure consistency and equitable treatment of property Owners, the County will administer Incentive Offers consistently on an entire transportation corridor. When there are multiple Rights-of-Way projects included within a Preliminary Engineering Study, the study area will be considered a transportation corridor for the purpose of this procedure.
- D. Incentive amounts will be added to initial Offers on all Parcels on approved projects.

- E. The guidelines for Incentive Offers established in the most current Florida Department of Transportation (FDOT) Right-of-Way Procedures Manual may be followed when not in conflict with other laws, rules and regulations of state, federal, and jurisdictional government agencies.

8.6-3 EARLY ACQUISITION

Early Acquisition is authorized when circumstances create a hardship for the property Owner(s), or it is otherwise in the best interest of the County to obtain property prior to the scheduled Acquisition when not in conflict with other laws, rules, and regulations of state, federal, and jurisdictional government agencies.

8.6-4 DONATIONS

- A. This section does not apply to property acquired from federal, state, and local government agencies.
- B. Prior to accepting a donation of property, the County Manager, or their Designee, must advise the property Owner that they have a right to receive just compensation for the property being donated and reimbursement of any Incidental Costs associated with the transfer of property.
- C. The County Manager, or their Designee, is responsible for obtaining an Appraisal of the donated property unless the property Owner releases the County from this obligation in writing. If the Owner requests an Appraisal, the Appraisal must be prepared by a qualified state-certified Appraiser.
- D. Donations through Permitting:
 - 1. The County may require the donation of needed Right-of-Way and/or property, if it is for a Capital Project that is included within the first three (3) years of the County's adopted 5-Year Capital Improvement Plan (CIP), from a private landowner as a condition of issuing a permit prior to or during the private land development process.
 - 2. The landowner may submit a permit application directly to the County Department designated by the County Manager for processing in accordance with the County Land Development Code. Once a permit application has been received and the necessity for a Right-of-Way and/or property donation is determined, the designated Department shall take the lead in coordinating with the applicant and provide guidance throughout the process.
 - 3. The property Owner shall provide a Sketch and Legal description of the property

to be donated for review. Once the property is approved for donation, the County Manager, or their Designee, will require a certified Boundary Survey unless the County Manager, or their Designee, determines that other documents provided serve the same purpose.

8.6-5 ENVIRONMENTAL STUDIES/REPORTS

- A. Environmental studies/reports for transportation projects will be performed in conjunction with Project Development & Environment (PD&E) studies conducted as appropriate to the project.
- B. If the applicant/Owner is to construct the improvement that will be located on the property to be donated to the County, no environmental study/report will be required unless the County Manager, or their Designee, decides that the site warrants additional investigation.
- C. If a determination that the site warrants additional investigation is made or if the County may need to construct an improvement in the future (i.e., the applicant is not doing the construction), the County Manager, or their Designee, shall obtain from the applicant a Phase I Environmental Site Assessment (ESA) or similar document and a Phase II ESA if the Phase I ESA results indicate the need for such.

8.6-6 TITLE REPORT

- A. The County Manager, or their Designee, will require a title report. A full title search must be performed going back to the root title at least 30 years and searching behind the 30 years marketable title deed for all exceptions and defects under the Marketable Record Title Act (MARTA). Title insurance may be required at the discretion of the County Manager, or their Designee.
- B. The Closing Agent will apportion the amount of ad valorem taxes as set by the Tax Collector, collect payment from the property Owner and pay the taxes to the Osceola County Tax Collector.
- C. The Closing Agent will prepare the documents required for the property Owner's conveyance and ensure the documents have been properly executed. Utility subordinations are required if utility Easements lie within the area to be donated; however, if there is no significant conflict between the utility use and any future known County use, this requirement may be waived on a case-by-case basis by the County Manager, or their Designee.
- D. The Closing Agent will obtain payment for fees associated with recording the subject property documents (i.e., documentary stamps, recording fees, etc.) from the County and will record the documents.

8.6-7 FEES AND COSTS

- A. In the case of an Eminent Domain or threat of Eminent Domain Acquisition, the County shall reimburse property Owners and Business Owner's reasonable attorney's fees and expert costs incurred as a result of the County's Acquisition of their property and/or Settlement of their eligible Business damage claims. Pursuant to Section 73.015(4), Florida Statutes, if a pre-suit settlement is reached the property/business owner shall be entitled to recover fees and costs pursuant to Sections 73.091 and 73.092, Florida Statutes. This stipulation does not apply to a non-Eminent Domain or where there is not a threat of Eminent Domain Acquisition.
- B. In the case of an Eminent Domain or threat of Eminent Domain Acquisition, for Parcels and Business damage claims settled prior to a jury verdict, reasonable fees and costs typically include costs for one real estate Appraisal per Parcel, one Business damage estimate per eligible Business, attorney's fees, and other necessary expert costs. The property/business owner shall be entitled to recover fees and costs pursuant to Sections 73.091 and 73.092, Florida Statutes. This stipulation does not apply to a non-Eminent Domain or where there is not a threat of Eminent Domain Acquisition.
- C. In the case of an Eminent Domain or threat of Eminent Domain Acquisition, for Parcels where final compensation for land and/or Business damages is determined by a jury verdict, fees and costs shall be reimbursed in accordance with Sections 73.091 and 73.092, Florida Statutes. This stipulation does not apply to a non-Eminent Domain or where there is not a threat of Eminent Domain Acquisition.
- D. The County Manager, or their Designee, to the extent permitted by law, may determine reasonable amounts for fees and costs for all real estate and Right-of-Way asset Acquisition, Disposition, Lease, and Easement transactions. The County Manager, or their Designee, shall be guided by the fees and costs the Owner would be expected to pay if the County were not responsible for reimbursement. In the case of an Eminent Domain or threat of Eminent Domain transaction, the County Manager, or their Designee, shall be guided by applicable laws, rules, and regulations of state, federal and jurisdictional government agencies.
- E. The County Manager, or their Designee, shall enter into discussion, Negotiation or Agreement with a property Owner's counsel or experts concerning specific amounts to be reimbursed for attorney fees or expert costs for any Parcel prior to written approval by the County Attorney. This stipulation applies to all real estate and Right-of-Way Acquisitions, Dispositions, Leases, use Agreements or Easements.
- F. The County may pay deposits, fees, and costs for Parcels acquired through negotiated Settlement at closing. The County may pay deposits, fees, and costs for Parcels acquired through Eminent Domain at the time the final judgement for land and/or Business

damages is entered. Special circumstances may arise which make it advisable to defer payment of deposits, fees, and costs. The County Manager, or their Designee, must approve any deferral of payment.

- G. The County may pay deposits, fees, and costs directly to the property or Business Owner or the Owner may request in writing that fees and costs be paid directly to the attorney and/or other experts. All deposits, fees, and costs paid will be documented within the transaction documents and fully disclosed to all parties based upon Osceola County Procurement Code, laws and regulations of the state, federal or jurisdictional governmental agencies or as stipulated in a court order, Agreements, Lease, or Easement documents under the guidance and approval of the County Manager, or their Designee.
- H. When a Binding Offer is withdrawn and no new Offer will be delivered or a new Offer will not be delivered for an extended period of time, the County shall pay reasonable attorney's fees and expert costs incurred by the property Owner and Business Owner resulting from the previously delivered Binding Offer and its withdrawal.
- I. In the case of an Eminent Domain or threat of Eminent Domain transaction, reimbursement of expert costs must be supported by an invoice(s) which includes the nature of the services performed listed by the date, the time expended for each date of service identified, the total fee, and the hourly rate for services. All work product of the expert must comply with the court order and all laws and regulations of state, federal, and jurisdictional governmental agencies and be received by the County before reimbursement of costs. All reimbursement of expert costs to the property Owner in non-Eminent Domain or where there is not a threat of Eminent Domain transactions are defined in the fully executed Agreements, Lease, or Easement.
- J. Attorney's fees:
 - 1. In the case of Eminent Domain or threat of Eminent Domain transactions, property Owner and Business Owner attorney's fees for Parcels and Business damage claims settled prior to a suit being filed or after a settlement is reached should be negotiated considering reasonable hours and hourly rates, the complexity of the Parcel/Business damage claim, the level of effort put forth by the attorney in negotiating Settlement of the Parcel/Business damage claim, and other issues the County deems pertinent in the negotiations or pursuant to Section 73.092, Florida Statutes. The County will apply either scenario at its discretion.
 - 2. In the case of Eminent Domain or threat of Eminent Domain transactions, for Parcels where final compensation for land/or Business damages is determined post filing suit through jury verdict, attorney's fees shall be reimbursed in accordance with Section 73.091 and 73.092, Florida Statutes.
 - 3. In non-Eminent Domain transactions or when there is not a threat of Eminent

Domain, all attorney's fees paid by each party to the transaction is determined by the fully executed Agreements, Lease, or Easement. These fees are negotiated prior to full execution of the transaction document under the guidance and approval of the County Manager, or their Designee.

8.6-8 BUSINESS DAMAGES FOR EMINENT DOMAIN OR THREAT OF EMINENT DOMAIN TRANSACTIONS

- A. Business Owner's statutory rights are provided in Chapter 73 and 74 of the Florida Statutes and more specifically, 73.015(2)(a), 73.071, 73.091 and 73.092 and the general description of those statutory rights are set forth herein.
- B. In order to qualify for Business damages the following criteria must be met: the Business, including a tenant, must hold a Real Property interest in the property being acquired, the Acquisition must be a partial Acquisition of the Real Property the Business occupies, the Business must have been in operation on the site for at least five (5) years prior to the County's Acquisition, and the damages must result from the Acquisition of the property and not from proposed construction or from activities associated with construction of a project.
- C. If the Business Owner wishes to claim Business damages to their qualified Business, they must submit a good faith written Offer to settle the Business damage claim. The Offer should be made by certified mail, return receipt requested to the County Manager, or their Designee. If the Business Owner's Offer is delivered by means other than certified mail, the County Manager, or their Designee, must provide the Owner a receipt documenting delivery of the offer. Documentation of the County's receipt of the Owner's Offer shall be maintained in the official Parcel file.
- D. The Offer must be delivered within 180 days from the Business Owner's receipt of the notice. However, the County Manager, or their Designee, may agree to extend the 180-day time frame upon Agreement with the Business Owner. If the Business Owner does not submit an Offer within 180 days and no extension period is agreed upon between the County and the Owner, the Owner's claim will be stricken in condemnation proceedings unless the Business Owner can show a good faith justification for failing to submit a timely offer. If the court determines that the Business Owner has made a good faith justification, the court must allow the Business Owner up to 180 additional days to submit an Offer to settle their Business claim.
- E. If the Business Owner submits an Offer to settle a qualified Business damage claim, the Offer must be prepared by the Business Owner, a Certified Public Accountant (CPA) or a Business damage expert familiar with the nature of the operations of the Owner's Business. A Business damage expert may be any expert knowledgeable about the operations of a particular Business hired by the Business Owner to prepare an Offer to a settle a Business claim.

- F. The Offer to settle a qualified Business damage must be accompanied by copies of the Business records used to substantiate the Owner's good faith Offer to settle the Business damage claim. Business records include, but are not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, balance sheets, profit and loss statements, and state corporate income tax returns. Copies of the Business records shall be for five (5) years preceding the notification which are attributable to the Business operation on the property being acquired and any other records relied upon by the Business Owner to substantiate the Business damage claim. Failure to submit Business records does not automatically invalidate the claim or result in the claim being stricken.
- G. Pursuant to Section 73.0155, Florida Statutes, all records and information provided by a Business Owner must be maintained as exempt records by the County if the Business Owner request in writing such exemption. The County must retain the request in the official Parcel file.
- H. The County Manager, or their Designee, must make a good faith attempt to notify each Owner of a Business, including lessees who operate a Business located on property to be acquired, of their rights pursuant to Section 73.015, Florida Statutes.
- I. Business Owner notices must be delivered simultaneous with or after the County makes a written Offer to the fee Owner for purchase of the needed property. Business Owner notices must not be delivered before the written Offer to purchase.
- J. The County Manager, or their Designee, must conduct a detailed, door-to-door survey of each project to accurately identify all Businesses operating on the property being acquired. The resulting list of Businesses must be checked against the records of the Secretary of State to identify any registered agents for those Businesses. This check must include all Business entities registered with the Secretary of State including, but not limited to, corporations, partnerships, fictitious names, etc. The survey must be current to the fee date the Business Owner notice is mailed or personally delivered.
- K. Business Owner notices will be sent by certified mail return receipt requested to the address of the registered agent for the Business. If the Business does not have a registered agent, the notice must be sent by certified mail or by personal delivery to the address of the Business located on the property being acquired. Notice to one Owner of a multiple Ownership Business constitutes notice to all Owners of the Business. Return of the notice as undeliverable by postal authorities will constitute compliance with notice requirements. Documentation of the registered agent or Business Owner's receipt of the notice must be maintained in the official Parcel file.
- L. The County is not required to provide notice to Business Owners who acquire an interest in the Business subsequent to the original notification, to Businesses that occupy property

after the initial notice is sent to Business Owners, or to independent contractors.

- M. The County Manager, or their Designee, is responsible for determining the adequacy of the Business Owner records, amounts of any counteroffers, and whether the County's response to a Business Owner's initial claim is sufficient.
- N. If the Business Owner has not provided adequate records to substantiate the claim, the County must notify the Business Owner by letter that additional records are needed in order for the County to make a counteroffer.
- O. If additional records beyond those provided with the Offer are needed, the County and the Business Owner may agree on a schedule for the Owner to provide those records. This Agreement must be in writing and must provide time frames for the delivery of the additional records and the delivery of the County's response. A copy of the Agreement will be maintained in the official Parcel file.
- P. Within 120 days after receipt of a Business Owner's good faith Offer to settle a Business damage claim, the County Manager, or their Designee, must accept the offer, reject the offer, or make a counteroffer to settle the damage claim. The County's response must be delivered by certified mail to the Business Owner, or if the Business Owner is represented, the response may be sent by certified mail to the authorized representative with a copy to the Business Owner.
- Q. If the County Manager, or their Designee, rejects the Business Owner's Offer or fails to respond within 120 days, the County's Offer will be considered to be zero (0) for the purposes of calculating benefit for determining attorney fees. The County's response and documentation of the Business Owner's receipt of the County's response must be maintained in the official Parcel file.
- R. Where Negotiations with a Business Owner who is not the Owner of the land result in an Agreement, a separate Agreement for the Business damage must be obtained from the Owner. The amount of the Settlement with the Business Owner determines the Threshold approval authority per the Osceola County Procurement Code.

8.6-9 CONTAMINATED PROPERTIES

To the extent possible, Acquisition of Parcels which are contaminated or are suspected to be contaminated should be avoided. The intent is to recover costs of Remediation and to the extent possible minimize the County's liability for contamination existing prior to the Acquisition.

8.6-10 NEGOTIATIONS

- A. In the case of Eminent Domain or threat of Eminent Domain transactions, at the discretion of the County Manager, or their Designee, an Agent's Price Estimate may be prepared for

non-complex Parcels having a value not-to-exceed \$25,000. For those Parcels where an Agent's Price Estimate exceeds \$10,000, the landowner must be given the option of having the County appraise the property rather than having the property valued by Agent's Price Estimate. In the case of non-Eminent Domain or there is not a threat of Eminent Domain transactions, all Appraisals, broker price opinions or alternative valuation estimates must be prepared according to the Osceola County Procurement Code, all laws and regulations of the state, federal, and jurisdictional government agencies and should be defined within the contingencies or Agreements, Lease, or Easement.

- B. In the case of Eminent Domain or threat of Eminent Domain transactions, an Appraisal and a Review Appraisal must be prepared for each parcel unless the taking and impacts are determined to be minimal by the County Manager, or their Designee, then an alternative valuation method may be used. In the case of non-Eminent Domain or threat of Eminent Domain transactions, all Appraisals, broker price opinions or alternative valuation estimates must be prepared according to the Osceola County Procurement Code, all laws and regulations of the state, federal, and jurisdictional government agencies and should be defined within the contingencies or Agreements, Lease, or Easement.
- C. In the case of Eminent Domain or threat of Eminent Domain transactions, the County shall negotiate expeditiously and in good faith with the Owner of property being acquired or their representative. Property Owners must be given at least 30 days from the date they receive the County's initial Binding Offer to respond to the Offer before the County may elect to file a condemnation suit unless the property Owner specifically waives that requirement in writing. In the event the Offer is made by mail and the Offer is made as undeliverable by the postal authorities, the 30 days will begin on the date the Offer is returned as undeliverable. In the case of non-Eminent Domain or there is not a threat of Eminent Domain transactions, all negotiated time periods for response, review for due diligence, and closing must be prepared according to the Osceola County Procurement Code, all laws and regulations of the state, federal and jurisdictional government agencies and should be defined within the contingencies or Agreements, Lease, or Easement.
- D. In the case of Eminent Domain or threat of Eminent Domain transactions, the County shall negotiate with a property Owner or a property Owner's authorized representative. Property Owners may authorize a representative by providing the County with written notification naming a representative and requesting the County work primarily with that representative. In the case of non-Eminent Domain or there is not a threat of Eminent Domain transactions, all Appraisals, broker price opinions or alternative valuation estimates must be prepared according to the Osceola County Procurement Code, all laws and regulations of the state, federal, and jurisdictional government agencies and should be defined within the contingencies or Agreements, Lease, or Easement.

8.6-11 NOTIFICATION TO REAL PROPERTY OWNERS FOR EMINENT DOMAIN OR THREAT OF EMINENT DOMAIN TRANSACTIONS

- A. The County Manager, or their Designee, will notify each fee Owner of property needed for a public purpose of their rights as required by Section 73.015, Florida Statutes.
- B. Notices to property Owners may be delivered simultaneously with or at any time prior to delivery of the initial Binding Offer. The property Owner notices shall be delivered by certified mail to the Owner's last known address listed on the County ad valorem tax roll. Notice to one Owner of a multiple Ownership Parcel constitutes notice to all Owners of the property. The return of the notice as undeliverable by postal authorities will constitute compliance with this section.
- C. If the Ownership of the property changes after the delivery of the Notice to Owner, but prior to an Offer being made, the County Manager, or their Designee, shall provide a new Notice to Owner.
- D. The County Manager, or their Designee, will deliver the Notice to Owner directly to the property Owner, not to a representative of the Owner. The Notice to Owner shall be sent via certified mail return receipt requested for proof of official notice. The delivery date constitutes the date of official notice. An electronic version may be delivered to the Owner's representative.
- E. Notices to Owner when portions of common elements of a condominium are to be acquired, the County will comply with the requirements of Section 73.073, Florida Statutes.

8.6-12 BINDING OFFERS FOR THE PURCHASE OF REAL PROPERTY AND LETTERS OF INTENT FOR EMINENT DOMAIN AND THREAT OF EMINENT DOMAIN TRANSACTIONS

- A. The County Manager, or their Designee, shall provide the property Owner a non-conditional Binding Offer to purchase their property in an amount not less than the County's established just and full compensation.
- B. A subsequent Binding Offer shall be made to the property Owner if the amount of just and full compensation changes so as to exceed the previous Binding Offer.
- C. Binding Offers shall be available to the property Owner to accept until withdrawn in writing or superseded by a higher Binding Offer from the County.
- D. If the County determines that it cannot honor a previously delivered Binding Offer, the Offer must be formally withdrawn in writing.
- E. Subsequent to a Binding Offer in the amount of established just and full compensation,

the County Manager, or their Designee, may make another Offer in an amount higher than the established just and full compensation, provided the higher amount can be justified as an administrative and legal Settlement.

- F. Prior to providing the Offer to the property Owner, the Offer letter shall be reviewed and signed by the County Attorney, or their Designee.
- G. The County Manager, or their Designee, shall deliver the initial Binding Offer directly to the property Owner. If the property Owner has authorized a representative, the County Manager or their Designee should provide the representative an electronic version of the offer.
- H. The County Manager, or their Designee, must obtain a written acknowledgment of the property Owner's receipt of the Offer which may be a certified mail receipt.
- I. Conditional Offers are Offers made during Negotiations that modify the terms or conditions of the County's latest Binding Offer. Conditional Offers must be conditioned on acceptance by the Board, County Manager, or their Designee.
- J. The County Manager, or their Designee shall make a separate Offer and negotiate for tenant-owned improvements directly with the tenant, provided the County Manager, or their Designee, documents that the property Owner claims no interest in the improvement.
- K. The County may acquire an entire property as a voluntary transaction where only a partial take is needed for the project and the remainder is not an Uneconomic Remnant. The Acquisition of the entire property must be in the best interest of the public.
- L. The County may acquire an improvement located in whole or in part on an Owner's remainder property if the Acquisition is in the best interest of the public.

8.6-13 NON-EMINENT DOMAIN OR NO THREAT OF EMINENT DOMAIN TRANSACTIONS

- A. In case of the property purchase, the County Manager, or their Designee, shall provide the property Owner a non-Binding Offer with a stipulated Stand-Still time period to purchase their property under price, terms, and conditions set forth in the non-Binding Offer. A property Lease, use Agreement or Easement may be verbally agreed upon with a Binding Agreement submitted directly for property Owner, tenant or user signature. A property sale may be mutually agreed upon with a subsequent Binding Agreement submitted directly to the buyer for signature.
- B. A subsequent Binding Agreement may be made to the property Owner during the Stand-Still period unless that time period is extended by mutual Agreement of the parties.

- C. Once the property Owner, tenant or user signs the written Binding Agreement, the Board, County Manager, or their Designee, executes the Agreement according to the Thresholds of the Osceola County Procurement Code, and all laws and regulations of the state, federal, and jurisdictional governmental agencies.
- D. Once the County Manager, or their Designee, approves all inspections and due diligence items are completed and found to be satisfactory, the Agreement is moved forward to closing, commencement and/or filing.

8.6-14 BINDING AGREEMENTS

- A. Must be executed by the property Owner or the property Owner's authorized attorney.
- B. Non-monetary items, such as median and curb cuts, temporary access, extended possessions, etc. must be made part of the written Agreement and must be approved by the County Manager, or their Designee.
- C. When a property Owner is obligated to conduct activities on a Parcel after closing, the County should retain a portion of the total compensation by means of a Hold Back Warrant until the property Owner has completed the required activity. The County Manager, or their Designee, will determine if a Hold Back Warrant is appropriate and the amount and terms for delivery of the Hold Back Warrant.
- D. Closings shall not be conducted prior to final County acceptance. Final County acceptance will be granted by the Board, County Manager, or their Designee, subject to Threshold amounts, when the County has obtained a Binding Agreement by all parties.

8.6-15 RELOCATION OF PROPERTY OWNERS IN EMINENT DOMAIN AND THREAT OF EMINENT DOMAIN TRANSACTIONS

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended (the Uniform Act), provides minimum Real Property Acquisition policies, and requires uniform and equitable treatment of persons displaced as a result of a federally assisted program or project. The Uniform Act and the regulation governing the law found in 49 CFR Part 24 apply to transportation projects assisted with federal funds in any phase or portion of a project.

8.6-16 ACQUISITION, DISPOSITION, LEASE, USE OR EASEMENTS ACQUISITION OF CONSERVATION ENVIRONMENTAL LANDS

Acquisitions of property to benefit the Environmental Land Conservation Program shall be in conformance with the requirements of the Osceola County Code of Ordinances, Chapter 9, Article VII Environmental Land Conservation Program.

All other Acquisitions, Dispositions, donation acceptance, Lease, use or Easements on lands designated as environmental or conservation will be handled under the same policies as all non-Eminent Domain or there's not a threat of Eminent Domain (unless the public good is serviced through an Eminent Domain action) defined in the Osceola County Procurement Code and all laws and regulations of the state, federal, and jurisdictional governmental agencies.

8.7 LEASE, SALE OR CONVEYANCE OF COUNTY OWNED REAL PROPERTY

The Lease, sale or conveyance of County owned Real Property shall be in conformance with the requirements of the Osceola County Code of Ordinances, Chapter 14, Article VII. Lease, Sale or Conveyance of County Owned Real Property.

8.8 ACTIVITIES WITHIN THE COUNTY RIGHT-OF-WAY

8.8-1 ACCESS MANAGEMENT

- A. Access Management is regulated by and will conform to Chapter 4, Articles 4.4, 4.4.1 and 4.4.2 of the Osceola County Land Development Code.
- B. Driveway connection geometry is regulated by and will conform to Chapter 4, Article 4.4.3 of the Osceola County Land Development Code.
- C. Access modifications including improvements and upgrades, which are defined as "New Development" within the Land Development Code or any improvement that would require a site development plan, to the existing facilities/site are to conform to the standards for new roadways of the same function class as required by Chapter 4, Article 4.4.4 of the Osceola County Land Development Code.
- D. Location and number of access points shall conform to Chapter 4, Article 4.4.5 of the Osceola County Land Development Code.
- E. Right-of-Way, service roads, and cross access shall conform to Chapter 4, Article 4.4.6 of the Osceola County Land Development Code.
- F. No new driveway access or alteration of an existing Right-of-Way access shall occur without a Right-of-Way utilization permit or an approved Site Development Plan (SDP) and shall conform to Chapter 4, Article 4.4.7 of the Osceola County Land Development Code.

8.8-2 CONSTRUCTION WITHIN COUNTY RIGHTS-OF-WAY

- A. All construction within County Rights-of-Way will conform to Osceola County specifications and conform to Chapter 4, Article 4.4.8 of the Osceola County Land Development Code.

- B. For areas zoned MXD, PD, Urban Infill Centers or within a special overlay area, the County Manager shall require additional standards. These additional standards are addressed in Chapter 4, Article 4.4.9 of the Osceola County Land Development Code.
- C. Drainage Easements will conform to the requirements of Chapter 4, Article 4.5.7. of the Osceola County Land Development Code.
- D. Easements for utilities and/or drainage on side, rear or front lot lines will conform to the requirements of Chapter 4, Article 4.6.1.E. of the Osceola County Land Development Code.
- E. Maintenance of dedicated areas until final acceptance by the Board will conform to the requirements of Chapter 4, Article 4.6.2.C. of the Osceola County Land Development Code.
- F. Requirements prior to initial acceptance of improvements by the Board will conform to the requirements of Chapter 4, Article 4.6.2.D of the Osceola County Land Development Code.
- G. Design requirements for transportation improvements within County Rights-of-Way currently owned by or dedicated to the County, or which will be owned by or dedicated to the County, will conform to Chapter 4, Article 4.7 of the Osceola County Land Development Code.
- H. Street trees and plantings within the Right-of-Way shall conform to Chapter 4, Article 4.8.4.D of the Osceola County Land Development Code.
- I. The County Manager will cause a Procedure identifying the minimum landscaping requirements within County Rights-of-Way on new or widening of road projects to be established.

8.8-3 RIGHT-OF-WAY UTILIZATION

- A. The location, installation, construction, and adjustment of any facility or operation on County Rights-of-Way, Easements, or stormwater tracts are regulated by Chapter 4, Article 4.12.2 of the Osceola County Land Development Code. The Public Works Department will provide and process the necessary forms as well as inspect the work once it is permitted.
- B. Exceptions to permit requirements will conform to Chapter 2, Article 2.1.3 of the Osceola County Land Development Code.
- C. Any public Right-of-Way used by a cable television system shall conform to Chapter 6, Section 6-23 of the Osceola County Code of Ordinances.

- D. Construction bonds for cable television systems shall conform to Chapter 6, Section 6-14 of the Osceola County Code of Ordinances.
- E. The placement of transit benches within County Rights-of-Way shall conform to Chapter 18, Article VI, Section 18-121 of the Osceola County Code of Ordinances.

8.8-4 ENCROACHMENTS WITHIN THE COUNTY RIGHTS-OF-WAY

- A. No Person or entity may lawfully occupy or use the County's Rights-of-Way without authorization to do so.
- B. Encroachments must either be removed or authorized. The County Manager, or their Designee, will determine if an Encroachment may be authorized. Potential Encroachments on County owned property and Rights-of-Way should be reported to the County Manager, or their Designee, for determination as to whether any removal or authorization action will be taken in regard to the potential Encroachment as dictated in the Code.
- C. An Encroachment may be authorized if it does not present a safety hazard or operational impediment and which does not interfere with a County project.
- D. Documentation authorizing the Encroachment specifying the terms and conditions under which the use will be allowed and providing a method for termination of the use will be prepared by the County Manager, or their Designee, and signed and dated by the property Owner encroaching into the County Right-of-Way.
- E. If the County Manager, or their Designee, determines that the Encroachment should be removed, a written request to the property Owner encroaching into the County Right-of-Way identifying the Encroachment, the reason it needs to be removed, and establishing a deadline for the removal will be mailed to the property Owner at the address listed on the Property Appraiser's tax roll.
- F. If the initial request does not result in removal of the Encroachment, a second written request will be prepared and mailed to the property Owner at the address listed on the Property Appraiser's tax roll.
- G. If the property Owner fails to remove the Encroachment after the stipulated deadline in the second written request the matter will be referred to Code Enforcement.
- H. Encroachments that present an immediate and egregious safety hazard shall be removed by the County. A written notice to the property Owner detailing the Encroachment and the immediate and egregious safety hazard will be mailed to the property Owner at the address listed on the Property Appraiser's tax roll.

- I. Nothing herein precludes additional or alternative enforcement methods pursuant to applicable County codes.

8.8-5 RIGHT-OF-WAY MAPPING

- A. A Right-of-Way Map will be finalized following completion of the Acquisition of Real Property rights for a transportation facility. It will be designed to provide a high degree of uniformity and maximum readability.
- B. All Right-of-Way related maps will be prepared in accordance with the FDOT Computer-aided Design and Drafting (CADD) Manual which can be found on FDOT's website.
- C. A Control Survey Map will be prepared to provide horizontal position data for the support or control of the Right-of-Way related maps.
- D. At the discretion of the County Manager, or their Designee, a Boundary Survey, as defined in Chapter 5J17.052 of the Florida Administrative Code, may be used for advance Acquisition, hardship Acquisition, donations, etc. in lieu of preparing a Right-of-Way map.
- E. A Maintenance Map is prepared and filed with the Clerk of Circuit Court of Osceola when the County Engineer, in conjunction with the County Attorney's office, has determined that there has been no formal conveyance of Right-of-Way or accepted dedication or there is notification/evidence that a formal conveyance was ineffectual to pass title to the County. Roads are presumed to be dedicated to the County if they meet the requirements outlined in Section 95.361, Florida Statutes.
- F. A Right-of-Way Monumentation Map will be prepared and filed with the County after the Right-of-Way has been monumented.
- G. All Right-of-Way maps will be prepared by a Professional Surveyor and Mapper pursuant to Chapter 472, Florida Statutes and conform to the standards of practice in 5J-17, Florida Administrative Code.

8.8-6 ROAD TRANSFERS

The transfer of public roads is governed by and will conform to Section 335.0415, Florida Statutes.

APPENDIX A. - DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below whenever they appear in Chapter 8 of the Administrative Code and/or correlating procedures:

“Access Management” means the coordinated planning, regulation, and design of access between roadways and land development which promotes the efficient and safe movement of people and goods by reducing conflicts on the roadway system and at its interface with other modes of travel.

“Acquisition” means the conveyance of real estate to the County from others under the authority contained herein through the acceptance and recordation of the deed, Easement instrument, certificate of title, order of taking, or other such document that conveys such real estate to the County.

“Administrative Code/Code” means the compilation of the Board’s Policy/rules for its operations.

“Advertisement” means a public notice in a newspaper of general circulation and or posted on the County’s web page.

“Agenda Items/Requests” means a written form of communication presented to the Board for consideration that includes a summary of the requested action along with supporting documentation.

“Agents Price Estimate” means an estimate made by the County Manager, or Designee, of the amount of just and full compensation for Parcels determined by the County Manager, or Designee, to be noncomplex Parcels with a value of \$25,000 or less.

“Agreement” means any type of written Agreement between two or more competent parties that includes provisions necessary to define the responsibilities and rights of the parties to perform a specific act(s); any type of Agreement, regardless of what it is called, for the procurement or disposal of Real Property including Right-of-Way, Easements, Parcels of property, etc. usually in exchange for goods, or services, or money, or other consideration. The term Agreement may be used interchangeably with the term “Contract” or “Contract Acceptance Letter”.

“Amendment/Contract Amendment/Addendum” means a written modification, which revises specifications, price, quantity, schedule, or other terms of the Agreement, upon mutual consent and with a formally executed document signed by both parties.

“Appraisal” means the act or process of estimating the valuation of property, such as real estate, and providing an opinion as to the nature, quality, value or utility of specified interests in,

or aspects of, the identified property by an authorized person in accordance with standards established by Chapter 475, Florida Statutes.

“Appraiser” means the person that develops an Appraisal as defined in this Code to provide an opinion of the market value of a product, such as real estate, and is licensed as an Appraiser by the state in which they practice.

“Binding Agreement” is either an Agreement equal to the County’s last approved just and full compensation, exclusive of fees and costs with added terms or conditions executed by the property Owner as seller and the County’s negotiating agent as buyer, or an Agreement that includes an administrative increase, fees, costs, Business damages, or other terms of conditions not included in the County’s last approved just and full compensation, executed by the property Owner as seller and the County Manager, or Designee, or Board of County Commissioners as buyer.

“Binding Offer” means a formal written Offer by the County to a property Owner for the purchase of his/her property that is Binding on the County and is available to the property Owner to accept until formally withdrawn in writing or superseded by a higher formal written Offer from of the County.

“Board” means the Osceola County Board of County Commissioners that is the duly elected legislative branch responsible for setting policies, adopting ordinances, appropriating funds, etc.

“Boundary Survey” means a survey, the primary purpose of which is to document the perimeters, or any portion thereof, of a Parcel or tract of land by establishing or reestablishing corners, monuments, and boundary lines, such as for the purposes of describing the Parcel, locating fixed improvements on the Parcel, dividing the Parcel, or platting.

“Budget” means the annual Adopted Budget, as amended or revised, that serves as the County’s financial plan that includes estimated revenues equaling estimated expenditures for a period of one year.

“Business” means a corporation, firm, association, syndicate, partnership, sole proprietorship, joint stock company, joint venture, or any other legal entity.

“Capital Improvement Plan (CIP)” means a five-year framework for planning for the replacement of existing capital equipment/facilities and for major investments in acquiring and building new public facilities that links the County’s Comprehensive Plan and fiscal Budget to physical development.

“Capital Project” means any project funded by public monies, or proposed to be funded by public monies, to build, restore, retain, or purchase any equipment, property, facilities, programs or other items, including buildings, park facilities, infrastructure, information

technology systems, or other equipment, that is funded on a necessarily non-repeating, or non-indefinite, basis and that is to be used as a public asset or for the public benefit. Any and all funds used for a Capital Project shall be used in accordance with the rules and regulation of the fund source with parameters and thresholds established in the County's Finance Code.

“Computer-aided Design and Drafting (CADD)” means the process of creating computer models defined by geometrical parameters.

“Closing Agent” means a Person or entity authorized by the Board, County Manager, or their Designee, to perform duties incident to the consummation of a transaction involving the purchase, sale, or financing of an interest in Real Property.

“Conditional Offers” means an Offer made during Negotiations that modifies the terms or conditions of the County's latest Binding Offer.

“Conflict of Interest” means a clash between the public interest and the private pecuniary interest of the individual concerned. (Black's Law Dictionary, 299, 1990). The term identifies those situations where contractors or public officials may obtain a benefit from a public contract. Conflicts of Interest may result in a breach of Ethics or an ethical code. Actual or Perceived Conflict of Interest: Any action, decision or recommendation by an agent or public official acting in an official capacity, the effect of which could be to the private pecuniary benefit or detriment of the person or person's relative.

“Consultant” means a person that possesses unique qualifications which allow them to serve and/or perform specialized and/or advisory services, usually for a fee.

“Contract” means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to abstain from or to do some act or acts. The term Contract may be used interchangeably with Agreement.

“Contractor” means any person, individual, firm, partnership, corporation, association or other legal entity having a Contract with the Board to furnish goods, services or construction for an agreed upon price.

“Control Survey Map” means a map which provides the certified survey support for the preparation of Right-of-Way related maps.

“County” means Osceola County, Florida, a charter County and political subdivision of the State of Florida.

“County Administration” means the County Manager or Chief Operating Officer, Deputy County Manager(s) and/ or Assistant County Manager(s) when acting in the capacity of the County Manager in accordance with approved, written delegation of authority, and determined necessary by the County Manager to assist with overseeing the day-to-day operations of the

County.

“County Departments” means a division/area of the County Manager’s Organizational Chart with a particular area of responsibility.

“County Manager” means the chief executive officer of the County appointed pursuant to Section 2:3 A. of the Osceola County Home Rule Charter, or such person’s designee.

“County Manager Procedure/Procedure(s)” means an established process in support of the Board’s Policies developed by the relevant staff, reviewed by the County Attorney’s Office and approved by the County Manager, in order to provide direction to staff in carrying out the day-to-day administration of the County.

“Designee” means a person who has been given the authority to act on the behalf of another person of authority.

“Disposition” means the process of selling, conveying, or disposing of an asset.

“Easement” means a nonpossessory right to use, cross, access and/or enter onto the Real Property of another without possessing it.

“Eminent Domain” means the power of the government to condemn (take) private property for a public purpose without the property Owner’s consent, given just and fair compensation to the Owner for the property.

“Encroachment” means an occupation or use of County’s Rights-of-Way, Real Property, or facilities, which has not been authorized by the execution of a permit, Lease or other appropriate document.

“Ethics” means pertaining to or relative to a moral action, conduct, motive or character; as ethical emotion; professionally right or benefitting; conforming to professional standards of conduct.

“Grant” means the furnish by the County of assistance, whether financial or otherwise, to any Person or organization, or the receipt by the County of assistance, whether financial or otherwise, from any governmental or private entity. Grant does not include an Agreement whose primary purpose is to procure a specific end product, whether in the form of Goods, Services, or Construction.

“Hold Back Warrant” means a portion of the purchase price that is not paid at the closing date. This amount is held in a third-party escrow account to secure a future obligation or until a certain condition is achieved, i.e., repairs, Remediation, or improvements etc. have been made to the purchased property.

“Incentive Offers” means an additional payment for Acquisition of Right-of-Way which can reduce future costs related to Acquisitions, construction, and unforeseen project delays.

“Incident Costs” means fees and costs incurred in addition to the main service, item or event paid for during business activities.

“Lease” means a written Agreement specifying the conditions under which a lessor allows property to be used by a lessee for an agreed length of time under certain terms and conditions.

“Maintenance Map” means a map which serves as prima facie evidence of Ownership of lands on which a road has been constructed by a governmental entity pursuant to Chapter 95.361 F.S. It is filed in the office of the Clerk of the Circuit Court.

“Marketable Record Title Act (MARTA)” means Chapter 712, Marketable Record Titles to Real Property, Florida Statutes.

“Negotiation” means a legitimate, arm’s length discussion, and conferences to reach an Agreement on terms or price.

“Notice to Owner” means the official notice that a Right-of-Way Acquisition is required from the property Owner and describes their rights and responsibilities pursuant to Section 73.015, Florida Statutes.

“Offer” means to present a set of terms that will result in a Contract if the other party accepts the terms.

“Owner” means the individual or legal entity holding title to a Parcel(s) of property. In the case of multiple individuals or entities jointly holding title, the term will apply to all holders collectively.

“Parcel” means a piece of land of any size that is in one Ownership.

“Person” means any consultant, Business, individual, union, committee, club, representative, other organization, or group of individuals.

“Preliminary Engineering Study” means a study that contains engineering information that fulfills the purpose and need for a road projects’ Project Development and Environment (PD&E) Study.

“Project Development and Environment (PD&E)” means a comprehensive study that evaluates social, economic, and environmental effects associated with the proposed transportation improvements so the agency can reach a decision on the type, location, and conceptual design to meet the project’s proposed purpose and need.

“Real Estate and Right-of-Way Procedure Manual” means the County Manager’s, or Designee’s, directed manual developed, maintained, and updated as needed that details the procedure and processes related to executing this Policy.

“Real Property” means the land, everything that is permanently attached to the land, and all of the rights of Ownership, including the right to possess, sell, Lease, and enjoy the land.

“Remediation” means the removal of contaminants from soil, surface water, groundwater, sediment, etc. in accordance with the rules, laws, and regulations of the federal, state, and local agencies having jurisdiction.

“Right(s)-of-Way” means all land designated for the use of the public, for vehicular or pedestrian travel, and shall include but not be limited to: streets, roadways, bridges, sidewalks, bicycle paths, trails, roadside drainage areas, ditches, curbs, gutters, and stormwater facilities.

“Right-of-Way Map” means a map that depicts land encompassing a transportation facility. It is a scaled drawing and must be prepared to clearly show the Right-of-Way. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in Acquisition documents and serve as an aid in Appraisal, Acquisition, property management and monumentation. It is supported by a Control Survey Map and does not purport to be a survey.

“Right-of-Way Monumentation Map” means a map which shows the location of survey monumentation markers that are set after the construction of a project and is filed in the office of the Clerk of the Circuit Court of the County.

“Sketch and Legal” means a sketch which is generally included with the legal description and illustrates the written description with bearing lines and distances. A Sketch and Legal is not a survey.

“Settlement” means the procedure that concludes a Real Estate sale including the simultaneous exchange of documents and funds required to complete the transaction.

“Solicitation” means the act of offering or attempting to purchase goods or services.

“Stand-Still Period” means the period of time that begins with the effective date of the Agreement and ends on the termination date of the Agreement, during which neither party to the Agreement may take alternate action without duly specified notification to the other party. The Stand-Still Period acts as both a shield for parties to the Agreement from potential ineffectiveness claims, and as a sword for aggrieved parties to the Agreement where there has been a failure to properly apply the Stand-Still Period.

“State” means the State of Florida.

“Statement of Offer” means a document that outlines the general terms and conditions of an Agreement between parties before the Agreement is finalized.

“Temporary Construction Easement” means the right to use property belonging to another for a limited period of time for construction purposes.

“Threshold” means the dollar value which determines the methods for the purchase or Solicitation of goods and services and authorization approval.

“Uneconomic Remnant” means a Parcel of Real Property leftover in a partial taking situation that cannot be developed or for which there is little or no utility or value to the Owner.

*Travel Policy History – 11/01/93, created Chapter 8; 02/07/94; 03/19/01, agenda item #4L2; 01/12/04, Res #04-003R; 12/19/05, Res #05-082R; 04/19/10, Ord #10-07; 04/19/10, Res #10-039R; 12/05/11, Res #11-124R; 01/09/17, Res #17-003R, agenda item #4; amended and restated in its entirety on 05/02/22, Res #22-087R, agenda item #11
New copied from previous Chapter 10 History – 04/16/07, created Chapter 10, Res #07-010R; 05/19/08, repealed entirely, Res #08-024R; 10/20/14 created Chapter 10, Res #14-102R; 01/09/17, Res #17-003R, agenda item #4; 09/18/17 replaced entirely, Res #17-129R; 07/13/20, Res #20-101R, agenda item #16; amended and restated in its entirety on 05/02/22, Res #22-087R, agenda item #11 and renumbered from Chapter 10 to Chapter 8; 12/04/2023 Res #23-146R, agenda item #7;*