

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

Blue Sheet No. 20040068

1. REQUESTED MOTION:

ACTION REQUESTED: Approve mediated settlement in Lee County v. Bennett, et al., Case No. 99-7763CA, Parcel 213.

WHY ACTION IS NECESSARY: Board approval is required to settle litigation.

WHAT ACTION ACCOMPLISHES: Settles all claims except attorney fees and costs.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

A12A

3. MEETING DATE:

02-03-2004

4. AGENDA:

- _____ CONSENT
- ADMINISTRATIVE
- _____ APPEALS
- _____ PUBLIC
- _____ WALK ON
- _____ TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- _____ STATUTE
- _____ ORDINANCE
- _____ ADMIN. CODE
- _____ OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT County Attorney
- C. DIVISION Litigation
- BY: John J. Renner
Chief Assistant County Attorney

7. BACKGROUND:

On January 19, 2000, Lee County condemned 8,279.9 square feet of land from Everett Waid, Jr., Trustee, and Hydro Rock Co., Inc. for the Alico Road project. The parcel is an improved industrial site. Lee County's updated estimate of compensation was \$25,000 for the land. The owner's appraisal was \$126,900. The difference was due largely to a cost to cure to replace the driveway that will accommodate very large trucks. Due to the elevation of the road, the slope for the driveway was an issue. Lee County acknowledges the driveway/slope issue and a mediated settlement of \$65,000 was reached.

Funds available in account no.: 20403030700.506110

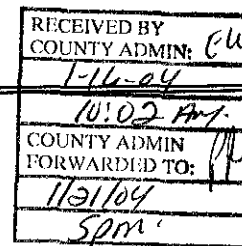
8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager	
N/A	N/A	N/A	N/A	<i>[Signature]</i>	<i>Appr 1/20/04</i>	OA	OM	RISK	GC	<i>[Signature]</i> 1-21-04
					<i>1/20/04</i>	<i>1/20/04</i>	<i>1/20/04</i>	<i>1/20/04</i>		

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER



DS

TWENTIETH JUDICIAL CIRCUIT OF FLORIDA

RECORD OF AGREEMENT

Lee County v. Bennett, Trustee (Parcel 213/Waid)

Case No. 99-7763-CA

THE PARTIES AND COUNSEL, HAVING MET THIS 15th DAY OF JANUARY, 2004,
AGREE AS FOLLOWS:

Plaintiff Petitioner shall pay to Respondents the total sum of \$65,000 as full compensation for the taking described in this action, consisting of the good faith deposit of \$19,690, together with additional funds of \$45,310.00.

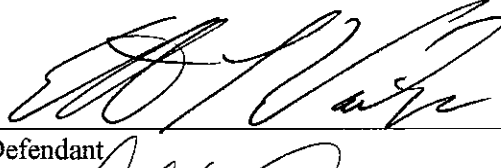
In addition thereto, Respondent shall be entitled to payment of their reasonable expert fees and costs, together with their statutory attorney's fees. The parties shall attempt to stipulate to the amount of expert fees and costs and attorney's fee, and should they be unable to agree as to said amounts they shall be determined by the Court upon the filing of a Motion as provided for under applicable Rules and Statutes at a duly noticed hearing.

As part of the construction plans, Lee County has previously agreed to provide a slope from the edge of the right of way to the boundary of Defendant's property at the location and for the width of Defendant's new 80 foot driveway opening. Plaintiff agrees to construct that slope at 5 degrees rather than the 7 degrees as show on the construction plans. It is further understood that other than as to the area in front of the 80 foot driveway opening, Plaintiff shall construct a retaining wall in lieu of sloping onto Defendant's property as shown on initial construction plans. The median opening shall be built in accordance with the county's existing construction plans, provided that Plaintiff further agrees that it will use reasonable efforts to make minor field adjustments to the western edge of the median cut contemplated in front of Defendant's property so as to minimize the possibility that Defendant's heavy trucks will run over the edge of the median curb. Nothing herein, however, shall be construed as providing Defendant with a vested right.

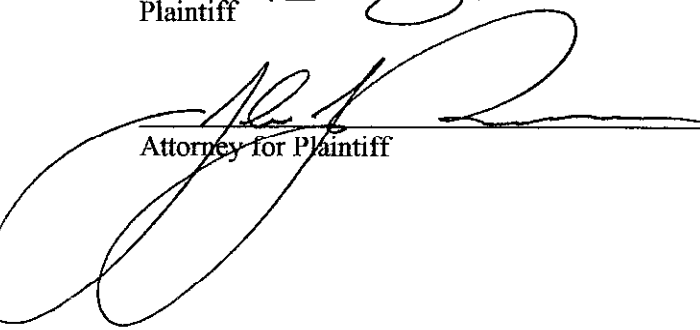
This agreement is contingent on approval of the Board of County Commissioners of Lee County, said approval to be obtained within 3 weeks. If approval is not obtained, this agreement shall be null and void.



Plaintiff



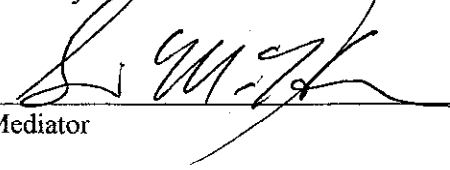
Defendant



Attorney for Plaintiff



Attorney for Defendant



Mediator

The above agreement is approved by me on this _____ day of _____, 2003.

Judge