

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 16-5**

Title: Real Estate Policy

Date Adopted: June 19, 2018

Effective Date: June 19, 2018

Reference: Chapters 73, 74, 125, 127, 162, 197, and 420, Florida Statutes; Leon County Administrative Code at Chapter 2, Article X, Leon County Code of Laws; Chapters 6, 10, 14, 16, and 18 Leon County Code of Laws; Tallahassee-Leon County 2030 Comprehensive Plan, Part VI Joint Housing Element

Policy Superseded: Policy No. 03-01 “Approval Authority for the Acquisition, Disposition, and Leasing of Real Estate” adopted January 14, 2003; amended November 18, 2003; amended February 24, 2004; amended August 25, 2009; amended October 13, 2009; amended February 23, 2010; Policy No. 16-5 “Real Estate Policy” adopted June 14, 2016;

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It shall be the policy of the Board of County Commissioners of Leon County, Florida (the “Board”), that Policy No. 16-5, “Real Estate Policy,” adopted by the Board on June 14, 2016, is hereby amended, and a revised policy is adopted in its place, to wit:

#### Article 1.

#### Intent, Authority, Purpose, and Scope

1.1. The intent of this Policy is to provide for the coordinated administration of County departments to better address the comprehensive nature of the County’s real estate affairs, and to place into the hands of the County Administrator the multitude of details which necessarily arise from the County’s need to transact a wide-ranging variety of purchases, sales, leases, licenses, mortgages, easements, releases, and restrictive covenants pertaining to real estate and, thus, enabling the Board to perform freely, without unnecessary interruption, its fundamental intended purpose of making policy. It is the further intent of this Policy to provide a formula and structure for the economic and efficient conduct of the County’s real estate affairs by making the County Administrator responsible for the handling of all things necessary to accomplish and bring to fruition this Policy established by the Board. Further, it is the intent that this Policy shall be followed, along with all applicable laws and professional ethics, in order to ensure fair and equitable treatment to the County, the general public, and all affected real estate owners.

1.2. The authority set forth herein shall be deemed to be as follows:

1.2.1. the Board's pre-approval of the contracts and agreements negotiated by the County Administrator, or his or her authorized designee, for the Acquisition, Disposition, and License of Real Estate pursuant to those specific duties set forth in Section 2-501(b)(8) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.2. the County Administrator's specific duty to supervise the care and custody of all County-owned Real Estate pursuant to those specific duties set forth in Section 2-501(b)(4) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.3. the County Administrator's specific duty to carry out any other power or duty as may be assigned by the Board pursuant to those specific duties set forth in Section 2-501(b)(13) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.4. the County Administrator's specific power and duty to supervise, direct, and control all County departments and offices the responsibility for the operation of County government and the implementation of all Board policies pursuant to Section 2-501(f) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.5. the Board's authority to assign to the County Administrator additional administrative and ministerial powers and duties to be carried out subject to, and in accordance with, the limitations and directives set forth in this Policy; and

1.2.6. the Board's authorization for the County Attorney to commence lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking to acquire Real Estate under the Board's exercise of eminent domain, those seeking possession and/or damages from occupants of County-owned Real Estate and those seeking to quiet title to County-owned Real Estate.

1.3. The purpose of this Policy is to establish a policy and procedure for the following:

1.3.1. the Board's pre-approval of any and all contracts or agreements negotiated by the County Administrator, or his or her authorized designee, for the Acquisition, Disposition, and License of Real Estate; and

1.3.2. the Board's authorization for the County Attorney to commence lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking to acquire Real Estate under the Board's exercise of eminent domain, those seeking possession and/or damages from occupants of County-owned Real Estate and those seeking to quiet title to County-owned Real Estate.

1.4. The scope of this Policy is as set forth in the following Articles:

- Article 1 - Intent, Authority, Purpose, and Scope
- Article 2 - Definitions
- Article 3 - Responsibilities
- Article 4 - Appraisals and Other County Estimates
- Article 5 - Acquisition by Eminent Domain
- Article 6 - Acquisition by Foreclosure of County Liens
- Article 7 - Acquisition of Tax Deed Parcels
- Article 8 - All Other Acquisitions by Purchase, Mortgage, Lease, or Donation
- Article 9 - Designations for Purposes of Disposition and Management
- Article 10 - Disposition of Tax Deed Parcels
- Article 11 - Disposition of Affordable Housing Parcels
- Article 12 - All Other Dispositions by Sale, Lease, or Donation
- Article 13- Management of County-owned Real Estate; Miscellaneous Real Estate Transactions

Article 2.  
Definitions

2.1. *Acquisition* means the conveyance of Real Estate to the County from others, as addressed in following Articles: Article 5, Acquisition by Eminent Domain; Article 6, Acquisition by Foreclosure of County Liens; Article 7, Acquisition of Tax Deed Parcels; and Article 8, All Other Acquisitions by Purchase, Mortgage, Lease, or Donation. Upon the valid recordation of the deed, mortgage, easement, certificate of title, order of taking, or other such document that knowingly conveys such Real Estate to the County in accordance with this Policy, the Acquisition shall be deemed accepted by the County.

2.2. *Acquisition Under Threat of Eminent Domain* means an acquisition of Real Estate that has been identified on a Right-of-Way Map as being necessary to implement a Capital Improvements Project, regardless of an owner's unwillingness to sell, and that proceeds to completion in accordance with the pre-suit negotiation process as provided in Section 73.015, Florida Statutes, as may be amended from time to time, without the need for the Board to exercise its power of eminent domain with the commencement of a lawsuit.

2.3. *Acquisition By Exercise of Eminent Domain* means an acquisition of Real Estate under the Board's exercise of its eminent domain power with the commencement of a lawsuit in those instances when the pre-suit negotiations for an Acquisition Under Threat of Eminent Domain are unsuccessful; provided, however, that in accordance with Section 127.02, Florida Statutes, as may be amended from time to time, such exercise of eminent domain shall not proceed unless the Board adopts a resolution authorizing such acquisition.

2.4. *Affordable Housing* means housing for which the monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for any households with persons qualifying as “extremely-low-income persons,” “very-low-income persons,” “low-income persons,” or “moderate-income persons,” as those terms are defined in Section 420.0004, Florida Statutes, as may be amended from time to time.

2.5. *Affordable Housing List* means the inventory list of all Certified Affordable Housing Parcels contained in a resolution of approval as adopted by the Board in accordance with Section 125.379, Florida Statutes, as may be amended from time to time.

2.6. *Affordable Housing Parcel* means a parcel of County-owned Real Estate that has been deemed to be appropriate for use as Affordable Housing, as determined by Housing Program staff, and is designated as either a Pending Affordable Housing Parcel or a Certified Affordable Housing Parcel.

2.7. *Capital Improvements Project* means any project which has been approved by the Board in a capital improvements project budget, or which has otherwise been approved by the Board pursuant to an agenda request presented at a meeting of the Board.

2.8. *Certified Affordable Housing Parcel* means an Affordable Housing Parcel contained on the Affordable Housing List.

2.9. *Code Enforcement Board* means the Leon County Code Enforcement Board created and operated pursuant to Chapter 162, Florida Statutes, as may be amended from time to time, and LC Code Chapter 6, as may be amended from time to time.

2.10. *Code Enforcement Lien* means a lien imposed by the Code Enforcement Board pursuant to LC Code Section 6-34, as may be amended from time to time, against the real property on which the code violation exists and upon any other real property or personal property owned by the code violator.

2.11. *Comprehensive Plan* means the Tallahassee-Leon County 2030 Comprehensive Plan, as may be amended from time to time.

2.12. *County* means, as indicated by the context used, either Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the state of Florida, as a legal entity.

2.13. *County Easement* means an easement conveyed by the County, as grantor, to a utility provider, as grantee, which grants a permanent or temporary easement interest in a parcel of County-owned Real Estate for the sole purpose of providing utility service to the County. As distinguished from other easements in County-owned Real Estate, the conveyance of a County Easement is considered a function of the County Administrator’s specific duty to supervise the care and custody of all County Real Estate and, as such, shall be exempt from the Article 12 requirements below.

2.14. *Disposition* means the conveyance of Real Estate from the County to others, as addressed in following Articles: Article 10, Disposition of Tax Deed Parcels; Article 11, Disposition of Affordable Housing Parcels; and Article 12, All Other Dispositions by Sale, Lease, or Donation. A Disposition shall not include the grant of a License or a County Easement interest in County-owned Real Estate.

2.15. *Donation* means a conveyance of Real Estate by Purchase, Sale, or Lease involving no monetary consideration including, but not limited to, any such conveyance of Real Estate to the County required or otherwise authorized pursuant to any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule as further specified in Section 8.7 below.

2.16. *Eminent Domain Acquisition* means either or both an Acquisition Under Threat of Eminent Domain or an Acquisition By Exercise of Eminent Domain.

2.17. *Escheatment* means the reversion of Real Estate to the County, pursuant to Section 197.502(8), Florida Statutes, as may be amended from time to time, resulting from the passage of three years during which such Real Estate remained on the Clerk's List of Lands Available.

2.18. *Fair Market Rent* means the reasonable rental rate and other related terms applicable to the Lease of any Real Estate.

2.19. *Fair Market Value* means the price in cash, or its equivalent, at which Real Estate would change hands between a willing and well-informed buyer and a willing and well-informed seller, neither being under any compulsion to buy or sell the Real Estate.

2.20. *Full Compensation* means monetary compensation paid to an owner, pursuant to Chapter 73, Florida Statutes, as may be amended from time to time, and as otherwise provided by law, in consideration for an Eminent Domain Acquisition. Full compensation shall include, but not be limited to, the following:

2.20.1. compensation for the Real Estate acquired;

2.20.2. damages to any remaining Real Estate not acquired;

2.20.3. any legal entitlement to damages to an owner's business caused by the denial of the use of the Real Estate acquired; and

2.20.4. any legal entitlement to an owner's reasonable attorneys' fees, experts' fees, and costs incurred in the defense of the proceedings.

2.21. *HLPP* means the Homestead Loss Prevention Program as adopted by the Board and as may be amended from time to time.

2.22. *HLPP Lien* means the lien imposed on a parcel of Real Estate through a HLPP participant's execution and delivery to the County of a written agreement securing the participant's promise to pay such lien.

2.23. *Homestead Exemption* means the exemption from taxation granted by the Property Appraiser pursuant to Section 196.031, Florida Statutes, as may be amended, regarding exemption of homesteads.

2.24. *Housing Element* means Part VI of Volume I of the Comprehensive Plan consisting of the Joint Housing Element, the Housing Element of the City of Tallahassee, and the Housing Element of Leon County.

2.25. *Housing Program* means the collective group of individuals designated by the County Administrator to be responsible for the day-to-day activities involved in the County's Affordable Housing programs including, but not limited to, any individuals retained by contract to provide such services in lieu of County employees.

2.26. *Lake Jackson Town Center* means The Lake Jackson Town Center at Huntington retail plaza, located at 3840 N. Monroe Street, Tallahassee, Florida, and any part thereof.

2.27. *LC Code* means the Leon County Code of Laws, as may be amended from time to time.

2.28. *LC Government Annex* means the Leon County Government Annex building located at 311 and 315 S. Calhoun Street, Tallahassee, Florida, and any part thereof including but not limited to office and parking spaces.

2.29. *Lease* means the conveyance of a leasehold interest in Real Estate. A Lease may be either a conveyance from the County to others or a conveyance from others to the County. A Lease may be by Donation. The term Lease, however, does not include a License or grant of right-of-entry providing for the right of temporary occupancy or use of real or personal property.

2.30. *License* means a grant of permission authorizing the licensee to do a particular act on a parcel of County-owned Real Estate or Right-of-Way. As distinguished from a Lease, a License merely grants permission to use such Real Estate, does not convey to the licensee any property interest in, or exclusive possession to, the Real Estate, cannot be assigned by the licensee, and is revocable by the County at will. As such, the grant of a License shall be exempt from the Article 12 requirements below.

2.31. *List of Lands Available* or *LOLA* means Clerk's list of lands available for taxes containing, in accordance with Section 197.502(7), Florida Statutes, as may be amended from time to time, those properties for which there were no bidders at the Clerk's public sale by tax deed.

2.32. *Mortgage* means any written agreement or other such instrument that creates a lien upon Real Estate in favor of the County as security for the payment of a specified debt owed to the County. Examples of Mortgages include, but are not limited to, the agreements associated with the loans granted as part of any of the County's Affordable Housing programs and the agreements associated with a HLPP Lien.

2.33. *Nuisance Abatement Lien* means a lien filed by the County, pursuant to LC Code Section 14-54, as may be amended from time to time, against a real property in an amount consisting of the County's cost of abating a public nuisance upon such real property together with the County's costs of inspection and administration, interest, and reasonable attorney's fees and other costs of collecting such amount.

2.34. *Pending Affordable Housing Parcel* means an Affordable Housing Parcel that is not yet contained on the Affordable Housing List.

2.35. *Policy* means this Real Estate Policy as adopted by the Board and as may be amended from time to time.

2.36. *Purchase* means a purchase of Real Estate by the County that will proceed to closing only if acceptable terms and price and can be negotiated with the owner, and will not proceed as an Eminent Domain Acquisition. A Purchase may be by Donation.

2.37. *Real Estate* means any and all real property interests or rights in land and the improvements attached thereto. Such real property interests and rights may include, but are not limited to, fee simple interests, mortgage or other secured interests, temporary or permanent easement interests, or leasehold interests. However, such real property interests and rights do not include the right of temporary occupancy or use of County-owned Real Estate pursuant to a License or grant of right-of-entry.

2.38. *RE Program* means the collective group of individuals designated by the County Administrator to be responsible for the day-to-day activities involved in the County's Acquisition and Disposition of Real Estate, and to otherwise implement the provisions of this Policy including, but not limited to, any individuals retained by contract to provide such services in lieu of County employees.

2.39. *RE Manager* means the County employee that heads the RE Program.

2.40. *Right-of-Way* means any Real Estate acquired by the County for use in constructing and maintaining Roads, stormwater management facilities, sewage disposal systems, or any other such Capital Improvements Project involving public works.

2.41. *Right-of-Way Map* means any boundary survey, sketch of description, or other such map of survey prepared by or on behalf of the County that identifies the Real Estate needed to be acquired in order to construct and maintain a Road, stormwater management facility, sewage disposal system, or any other such Capital Improvements Project involving public works.

2.42. *Road* means a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

2.43. *Sale* means the sale of County-owned Real Estate by the County. A Sale may be by Donation.

2.44. *Surplus Parcel* means a parcel of County-owned Real Estate for which the RE Manager, with input from appropriate RE Program staff, has determined that the parcel is not needed for any County project, does not contain any environmentally sensitive features, is not appropriate for use as Affordable Housing, and otherwise has no particular intended or proposed County use. Upon designating such Real Estate as a Surplus Parcel, the RE Program may proceed with its Disposition in accordance with this Policy.

2.45. *Tax Deed Parcel* means a parcel of Real Estate owned by the County as a result of either the County's Purchase of such parcel from the Clerk's List of Lands Available or the Escheatment of such parcel to the County.

Article 3.  
Responsibilities

3.1. County Administrator. The County Administrator shall be charged with the following responsibilities:

3.1.1. Designating the RE Manager and the individuals to comprise the RE Program;

3.1.2. Developing uniform and clear procedures for all Real Estate transactions consistent with this Policy;

3.1.3. Approving, executing, and accepting any documents necessary to complete a Real Estate transaction subject to the limits as provided herein; provided, however, that in a Sale or Donation the Board Chairman shall execute any deed, easement, or other such instrument of conveyance. In the County Administrator's absence, the Deputy County Administrator, the Assistant County Administrator, or other member of the County Administrator's management staff may execute and accept such documents on his or her behalf in accordance with Section 3.1.5 below;

3.1.4. Rejecting any initial offer or counteroffer regarding the County's Acquisition, Disposition, or License of Real Estate, subject to the limits as provided herein;

3.1.5. Appointing a member, or members, of the County's Administrator's management staff as authorized designee(s) for approval, execution, and acceptance on his or her behalf of any documents necessary to complete a Real Estate transaction or, as applicable, to reject any Real Estate offers or counteroffers; provided, however, such authorized designation shall be subject to the limits of the County Administrator's authority as provided herein; and

3.1.6. Accepting, on behalf the Board, the Clerk's notice to the County commission, pursuant to Section 197.502(7), Florida Statutes, as may be amended, that lands have been entered on the List of Lands Available and are available for Purchase by the County. The County Administrator may appoint a member of his or her management staff as an authorized designee for such acceptance.

3.2. County Attorney's Office. The County Attorney, or his or her authorized designee, shall be charged with the following responsibilities:

3.2.1. Commencing an eminent domain lawsuit for an Acquisition By Exercise of Eminent Domain in those instances when the pre-suit negotiations for an Acquisition Under Threat of Eminent Domain are unsuccessful;

3.2.2. Commencing lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking possession and/or damages from occupants of County-owned Real Estate, those seeking to quiet title to County-owned Real Estate, and those seeking to foreclose County liens; and

3.2.3. Determining the scope of the appraisal assignment and the form of the appraisal report to be prepared for use in the County's Real Estate transactions in accordance with Article 4 below, unless such scope is otherwise established by the Board.

3.2.4. Providing input in the preparation of an estimate of the reasonable attorneys' fees, experts' fees, and costs incurred by the owner in the defense of an Eminent Domain Acquisition in accordance with Article 4 below.

3.2.5. Approving any and all documents related to any transaction pursuant to this Policy.

Article 4.  
Appraisals and Other County Estimates

4.1. For any Purchase or Sale of Real Estate, with the exception of Donations or except as otherwise provided herein, the RE Program staff shall obtain an appraisal report which will provide an estimate of the Fair Market Value of the Real Estate interest involved in the transaction in accordance with the following procedures:

4.1.1. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to not exceed \$50,000, one independent state-certified appraiser shall be retained to prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use. However, in lieu of obtaining an appraisal report, the RE Program staff, at the discretion of the RE Manager, may rely upon an estimate of value provided by the RE Program staff within the scope of their employment with the County.

4.1.2. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to be greater than \$50,000 but not exceed \$750,000, one independent state-certified appraiser shall be retained to prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use.

4.1.3. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to exceed \$750,000, two independent state-certified appraisers shall be retained to each prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use.

4.2. For any Eminent Domain Acquisition, regardless of the estimated value of such Real Estate, the RE Program staff shall obtain one appraisal report to be utilized in determining the County's estimate of Full Compensation for such Acquisition. Nothing herein shall prohibit the RE Program staff, at its discretion, from obtaining a second appraisal report for such Acquisition.

4.3. For any Leases of Real Estate including, but not limited to, any part of the LC Government Annex or the Lake Jackson Town Center, the RE Program staff, at the discretion of the RE Manager, may rely upon an estimate of the Fair Market Rent for the Lease of the Real Estate provided by RE Program staff within the scope of their employment with the County or may obtain such estimate from individuals retained by contract to provide such services.

4.4. For any Purchase that proceeds pursuant to Board Policy 03-10, Flooded Property Acquisition Program, or as that policy may be renamed or amended, the Real Estate shall be appraised in accordance with the scope of appraisal as provided therein.

4.5. For any Eminent Domain Acquisition in which an owner is legally entitled to damages to a business caused by the denial of the use of the Real Estate acquired, the County shall obtain from a certified public accountant an estimate of such business damages. For purposes of this Policy, the estimate of business damages shall be considered a part of the County's estimate of Full Compensation.

4.6. For any Eminent Domain Acquisition in which an owner is legally entitled to Full Compensation for reasonable attorneys' fees, experts' fees, and costs, a County estimate shall be prepared of such fees and costs for which the owner is legally entitled to compensation. The County's estimate shall be based on input from the County Attorney or his or her authorized designee, provided, however, that in contested cases involving a court determination of the reasonable fees and costs the County may retain a qualified expert to prepare the estimate. For purposes of this Policy, the estimate of reasonable attorneys' fees, experts' fees, and costs shall be considered a part of the County's estimate of Full Compensation.

#### Article 5.

#### Acquisition by Eminent Domain

##### 5.1. Eminent Domain Acquisitions; Authority to Proceed.

5.1.1. Acquisition Under Threat of Eminent Domain. The acquisition of any Real Estate that has been identified on a Right-of-Way Map as being necessary to implement a Capital Improvements Project may, without further Board action, proceed as an Acquisition Under Threat of Eminent Domain; provided, however, that such Acquisition shall comply with the pre-suit negotiation requirements set forth in Section 73.015, Florida Statutes, as may be amended from time to time, and with any other federal, state, and local laws, regulations, and rules as may be applicable.

5.1.2. Acquisition By Exercise of Eminent Domain. In order to timely accommodate the construction schedule for a Capital Improvements Project, the County Attorney may, in accordance with Section 127.02, Florida Statutes, as may be amended from time to time, request the Board to adopt a resolution authorizing the exercise of its eminent domain power for the acquisition of Real Estate as necessary to implement such Capital Improvements Project. Upon the Board's adoption of such resolution, the County Attorney may proceed with the commencement of a lawsuit, if necessary, seeking the Acquisition By Exercise of Eminent Domain in accordance with Chapter 73 and 74, Florida Statutes, as may be amended from time to time, as applicable, and with any other applicable federal, state, and local laws, regulations, and rules.

5.2. County Administrator's Scope of Authority. The County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete an Eminent Domain Acquisition for which the Full Compensation amount is within the scope of approval authority as set forth hereinbelow. The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any

offer or counteroffer in such Eminent Domain Acquisitions regardless of the amount. If not rejected, any such offers or counteroffers for which the Full Compensation amount is beyond the County Administrator's scope of approval authority shall be presented to the Board for consideration. The County Administrator's scope of approval authority granted herein shall be limited to such Acquisitions for which the Full Compensation amount is either:

5.2.1. An amount no greater than the County's estimate of Full Compensation, inclusive of any attorneys' fees, experts' fees, and costs associated with the Acquisition of that parcel;

5.2.2. An amount no greater than \$25,000, inclusive of any attorneys' fees, experts' fees, and costs, regardless of the amount of the County's estimate of Full Compensation associated with the Acquisition of that parcel; or

5.2.3. An amount no greater than \$250,000 inclusive of any attorneys' fees, experts' fees, and costs; provided, however, that such amount of Full Compensation does not exceed the County's estimate of Full Compensation associated with the Acquisition of that parcel by more than 25 percent.

5.3. Extended Possession by Owner After Acquisition. In any Eminent Domain Acquisition in which the Full Compensation to the owner includes an agreement by the County for the owner to remain in possession of the Real Estate for a time certain after the closing date, such agreement for possession shall be deemed not to be a Lease or other Disposition of County-owned Real Estate and shall be exempt from the requirements and other provisions contained in Article 12. In such Acquisitions, the agreement for possession shall be included as part of Full Compensation and transacted in accordance with the terms and provisions contained therein.

5.4. Acceptance of Eminent Domain Acquisitions. Upon the valid recordation of the deed, easement, other such document that knowingly conveys such Real Estate to the County by Eminent Domain Acquisition in accordance with this Policy, the Acquisition shall be deemed accepted by the County and the Real Estate shall thereafter be held and managed in accordance with Article 13 below.

#### Article 6.

#### Acquisition by Foreclosure of County Liens

6.1. Commencement of Foreclosure Lawsuits; Authority to Proceed. The County Attorney, at his or her discretion, shall be authorized to commence a lawsuit seeking the Acquisition of Real Estate through foreclosure of any valid County lien, subject to the limitations set forth herein. Examples of such County liens include, but are not limited to Code Enforcement Liens, Nuisance Abatement Liens, Mortgage liens, and HLPP Liens.

6.2. Prohibition of Foreclosure Lawsuits. The County Attorney shall, without further Board action, be prohibited from commencing such foreclosure lawsuit if any of the following conditions exist with regard to the Real Estate to be acquired:

6.2.1. The Real Estate is occupied as a homestead as provided in Article X, Section 4, Constitution of the State of Florida;

6.2.2. The Real Estate is subject to any lien, other than another County lien, deemed to be superior to the County lien, including, but not limited to, mortgages, judgments, and federal or state liens; provided, however, that the foreclosure lawsuit may be commenced if it is determined that the payoff amount of such superior liens could be satisfied with the proceeds of a Sale of such Real Estate.

6.3. Dismissal of Foreclosure Lawsuits. If, after the commencement of such foreclosure lawsuit and the discovery of additional information, it is revealed that one of the conditions in Section 6.2 above exists, the County Attorney shall proceed to dismiss such lawsuit without prejudice.

6.4. Purchase from LOLA in Lieu of Foreclosure. In lieu of a foreclosure lawsuit, the County Attorney, at his or her discretion, shall be authorized to coordinate with the RE Program to Purchase any Real Estate from the List of Lands Available, in accordance with Section 7.2 below, when the County Attorney deems that it is in the County's best interest to proceed with such Purchase rather than commence, or continue with, a foreclosure lawsuit.

6.5. Acceptance of Acquisition by Foreclosure. Upon the successful completion of the foreclosure lawsuit and the Clerk's recordation of the certificate of title, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 below.

#### Article 7.

#### Acquisition of Tax Deed Parcels

7.1. Escheatment of Tax Deed Parcels. Upon the Clerk's recordation of an Escheatment Tax Deed and subsequent notification to the County of such Acquisition by Escheatment, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Tax Deed Parcel for purposes of Disposition and management in accordance with Section 9.2 below.

7.2. Purchase of Tax Deed Parcels from LOLA; Authority to Proceed. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with a Purchase of any Real Estate from the List of Lands Available (LOLA) if such Purchase will satisfy one or more of the following conditions:

7.2.1. the Real Estate is suitable for use in an Affordable Housing program in accordance with Article 11 below;

7.2.2. the Real Estate is suitable for use in a planned County project;

7.2.3. the Real Estate is encumbered with a Code Enforcement Lien, Nuisance Abatement Lien, or a defaulted County lien that is inferior to a mortgage, judgment, or other such lien, and there are no superior federal or state liens that also encumber the Real Estate;  
or

7.2.4. the Purchase is in lieu of a foreclosure lawsuit pursuant to Section 6.4 above.

7.3. Acceptance of Acquisitions of Tax Deed Parcels Purchased from LOLA. Upon the Clerk's recordation of the Tax Deed that conveys such Tax Deed Parcel Purchase from the LOLA to the County, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 below.

Article 8.

All Other Acquisitions by Purchase, Mortgage, Lease, or Donation

8.1. Purchases and Leases From Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that the County's Purchase or Lease of any Real Estate owned by others may be in the County's best interest, the matter shall be presented to the Board for consideration unless as otherwise provided in Sections 8.2, 8.6, and 8.7 below, or elsewhere in this Policy. Upon the Board's approval, as applicable, the RE Program staff may proceed with such Purchase or Lease in accordance with Section 8.3 below, or as otherwise applicable elsewhere in this Policy.

8.2. Donations From Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that a Donation to the County of any Real Estate owned by others is in the County's best interest, the County Administrator may, without further Board action, direct the RE Program to proceed with such Donation and may approve, execute, and accept any and all documents necessary to complete such Donation.

8.3. County Administrator's Scope of Authority for Purchases and Leases. Upon the Board's approval, as applicable, to proceed with a Purchase or Lease, the County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete such Purchase or Lease for which the consideration amount to be paid by the County is within the scope of approval authority as set forth hereinbelow. The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any offer or counteroffer in such Real Estate transactions regardless of the amount. If not rejected, any such offers or counteroffers for which the consideration amount to be paid by the County is beyond the County Administrator's scope of approval authority shall be presented to the Board for consideration. The County Administrator's scope of approval authority granted herein shall be limited to such Purchases or Leases for which the consideration amount to be paid by the County is either:

8.3.1. A Purchase amount no greater than \$25,000, regardless of the County's appraisal of the Fair Market Value for the Real Estate;

8.3.2. A Purchase amount no greater than \$250,000, provided, however, that such amount does not exceed the County's appraisal of the Fair Market Value for the Real Estate by more than 25 percent;

8.3.3. An annual Lease payment amount no greater than \$2,500 regardless of the estimate of the Fair Market Rent for the Real Estate provided or otherwise obtained by RE Program staff; or

8.3.4. An annual Lease payment amount no greater than \$25,000 provided, however, that such annual Lease payment amount does not exceed the estimate of the Fair Market

Rent for the Real Estate provided or otherwise obtained by RE Program staff by more than 25 percent.

8.4. Leases From Others to County; Statutory Requirements. Pursuant to Section 125.031, Florida Statutes, as may be amended from time to time, any Lease agreement entered into by the County relating to Real Estate owned by others and needed for County purposes shall be for a period not to exceed 30 years at a stipulated rental amount to be paid from current or other legally available funds; provided, however, that when the term of such Lease agreement is for longer than 60 months, the rental shall be payable only from funds arising from sources other than ad valorem taxes.

8.5. Receipt of Inquiries to Purchase, Lease, or Donate From Others.

8.5.1. Any owner desiring to convey Real Estate to the County by Purchase, Lease, or Donation should deliver a written offer to the RE Program staff. In the event another County department is directly contacted with such an offer, the offer shall be forwarded to RE Program staff for handling.

8.5.2. Upon receipt of such offers, the RE Program staff shall circulate the offer to the appropriate departments for their review and comment as to any interest in the Real Estate for planned or future County projects.

8.5.3. If a County need for the Real Estate is identified, the RE Program staff shall prepare a written report to the County Administrator, or his or her authorized designee, with the following information included:

8.5.3.1. The estimated costs to the County if the offer is accepted;

8.5.3.2. Comments received from County departments identifying the existing and future need for the Real Estate;

8.5.3.3. Recommendations on whether or not to pursue the offer, and on the potential funding source(s).

8.5.4. If the County Administrator, or his or her authorized designee, concurs with the RE Program staff recommendation to pursue the offer, the conveyance of the Real Estate to the County by Purchase, Lease, or Donation shall proceed in accordance with this Article 8.

8.6. Purchases Pursuant to Policy 03-10, Flooded Property Acquisition Program. This Article 8 shall not be applicable to any Purchase that proceeds pursuant to Board Policy 03-10, Flooded Property Acquisition Program, or as that policy may be renamed or amended. In the event of any conflict between such policy and this Policy, the terms of Policy 03-10 shall prevail.

8.7. Other Donations Pursuant to Board Action, LC Code Provision, or Other Law. Except as otherwise provided hereinbelow, a conveyance of Real Estate to the County involving no monetary consideration and required or otherwise authorized pursuant to any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, as may be applicable, shall, for purposes of this Policy, be considered a Donation and shall proceed as authorized without further Board action; provided, however, that a conveyance of Roads,

stormwater management areas and other such common areas by plat dedication shall not be considered a Donation. Examples of Donations include, but are not limited to:

8.7.1. Conveyances to the County of conservation easements and floodprone property required as a condition to a development permit pursuant to Chapter 10, LC Code, as may be amended from time to time;

8.7.2. Conveyances to the County of Real Estate associated with requests for road improvements, pursuant to Chapter 16, Article II, LC Code, as may be amended from time to time, or water and sewer improvements, pursuant to Chapter 18, Article II, Division 2, LC Code, as may be amended from time to time;

8.7.3. Conveyances to the County of Tax Deed Parcels by Escheatment; and

8.7.4. Conveyances to the County of Real Estate associated with completed public works projects constructed by the Leon County – City of Tallahassee Blueprint Intergovernmental Agency, the City of Tallahassee, the Florida Department of Transportation, or other such governmental entity.

8.8. Acquisition by Mortgage. If the County Administrator, or his or her authorized designee, deems that a Mortgage to the County of any Real Estate owned by others is in the best interest of the County's various relief programs, including, but not limited to, Affordable Housing and HLPP, the County Administrator may, without further Board action, direct the RE Program, Housing Program, or other appropriate County staff, to proceed with such Mortgage and may approve, execute, and accept any and all documents necessary to complete such Mortgage.

8.9. Acceptance of Real Estate Purchases and Donations. Upon the valid recordation of the deed, mortgage, easement, other such document that knowingly conveys such Real Estate to the County by Purchase, Mortgage, or Donation in accordance with this Policy, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 below.

#### Article 9.

#### Designations for Purposes of Disposition and Management

9.1. Real Estate Inventory. The RE Manager shall be responsible for maintaining an inventory of all Real Estate owned and leased by the County. The inventory shall be organized in a manner which categorizes the Real Estate by such designations for purposes of Disposition and management. The designations shall be based upon the County's particular intended or proposed use, if any, for the Real Estate at the time of its Acquisition, and shall specify whether the Real Estate will be held and managed by the County or will be designated for Disposition in accordance with this Policy.

9.2. Designation for Disposition. Upon the Acquisition of any County-owned Real Estate, the RE Manager, with input from appropriate RE Program staff, shall determine if there is a particular intended or proposed County use for such Real Estate. If it is determined that no such

particular intended or proposed County use exists, the RE Manager shall designate such Real Estate as a Surplus Parcel and the County Administrator, or his or her authorized designee, shall thereafter proceed with its Disposition in accordance with Section 12.2 below. The responsibility for management of any County-owned Real Estate during the process of Disposition, shall be as set forth in Article 13 below.

9.3. Affordable Housing Parcels.

9.3.1. In determining whether any parcel of County-owned Real Estate is deemed to be appropriate for use as Affordable Housing, Housing Program staff shall take into consideration the goals, objectives, and policies contained within the Housing Element of the Comprehensive Plan.

9.3.2. In accordance with Section 125.379, Florida Statutes, as may be amended from time to time, the RE Program shall, no less frequently than every three years, present to the Board the inventory list of all Pending Affordable Housing Parcels recommended for adoption on to the Affordable Housing List and to thereafter be designated as Certified Affordable Housing Parcels.

9.4. Management of County-owned Real Estate. The responsibility for management of any Real Estate to be held for use by the County and not designated for Disposition shall be as set forth in Article 13 below.

Article 10.

Disposition of Tax Deed Parcels

10.1. Sale to Prior Owner Pursuant to Statute; Authority to Proceed. The County Administrator, or his or her authorized designee, shall, as applicable and without further Board action, proceed as authorized pursuant to Section 197.592, Florida Statutes, as may be amended from time to time, with the Sale to the prior record fee simple owner of any Tax Deed Parcel. Any such Sale shall proceed in accordance with this Section 10.1.

10.1.1. Homestead Tax Deed Parcels; Sale with HLPP Assistance. Upon the determination by RE Program staff that a Tax Deed Parcel is occupied and is subject to the Homestead Exemption for the previous record fee simple owner, it shall, before any designation for Disposition pursuant to Section 9.2 above, be offered for Sale to such previous owner subject to the satisfaction of the conditions as set forth hereinbelow. If such offer of Sale is rejected, the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 above. The RE Program may thereafter proceed with its Disposition in accordance with this Policy; If such offer of Sale is accepted, it shall be completed subject to the satisfaction of the following conditions:

10.1.1.1. The previous record fee simple owner shall deliver to the RE Program a signed application, in a form prepared by the RE Program in accordance with Section 197.592(1)(a)-(g), Florida Statutes, as may be amended from time to time;

10.1.1.2. The application shall include the offer to pay an amount equal to all taxes, including County and municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law, including, if applicable, any taxes for the current year and omitted years that have not yet been assessed, the latter amount to be determined by applicable millage for the omitted years and based on the last assessment of the Real Estate;

10.1.1.3. If the previous owner is unable to pay the required amount of taxes, the RE Program shall be authorized to offer to the previous owner the opportunity to apply for financial assistance to the extent provided in the County's Homestead Loss Prevention Policy (HLPP); and

10.1.1.4. The County Administrator, or his or her authorized designee, shall approve, execute, and accept any and all documents necessary to complete the Sale; provided, however, that the Board Chairman shall execute the County Deed.

10.1.2. Non-Homestead Tax Deed Parcels; Sale without HLPP Assistance. Upon the determination by RE Program staff that a Tax Deed Parcel is not the homestead of the previous record fee simple owner, the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 above. The RE Program may thereafter proceed with its Disposition in accordance with this Policy; provided, however, that if it has been designated as a Surplus Parcel it may be offered for Sale to the previous record fee simple owner subject to the satisfaction of the following conditions:

10.1.2.1. The previous record fee simple owner shall deliver to the RE Program a signed application, in a form prepared by the RE Program in accordance with Section 197.592(1)(a)-(g), Florida Statutes, as may be amended from time to time;

10.1.2.2. The application shall include the offer to pay an amount equal to all taxes, including County and municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law, including, if applicable, any taxes for the current year and omitted years that have not yet been assessed, the latter amount to be determined by applicable millage for the omitted years and based on the last assessment of the Real Estate.

10.1.2.3. The required amount of taxes shall be paid in its entirety by, or on behalf of, the previous record owner without any financial assistance provided by the County.

10.1.2.4. The County Administrator, or his or her authorized designee, shall approve, execute, and accept any and all documents necessary to complete the Sale; provided, however, that the Board Chairman shall execute the County Deed.

10.2. Writs of Assistance to Obtain Possession. If, upon rejection of an offer of Sale from the County, the previous owner refuses to turn over possession of the Real Estate to the County, the County Attorney shall be authorized to seek a writ of assistance from the Court pursuant to Section 197.562, Florida Statutes, as may be amended from time to time, and to seek any other remedy available by law to obtain possession. Upon obtaining possession, the RE Program shall

thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 9.2 above.

10.3. Conveyance to City per Statute. Pursuant to Section 197.592(3), Florida Statutes, as may be amended from time to time, any Tax Deed Parcel satisfying the following criteria shall be conveyed by County Deed to the City of Tallahassee without further Board action. Such County Deed shall be executed by the Board Chairman. The Tax Deed Parcel shall be so conveyed to the City of Tallahassee if:

10.3.1. It has not been previously disposed of by Sale, was not acquired for infill housing, or has not been designated for a particular County use pursuant to Section 9.2 above;

10.3.2. It will not be disposed of by Sale to the previous record fee simple owner in accordance with Section 10.1 above; and

10.3.3. It is located within the City limits.

For purposes of this Section 10.3, the phrase “acquired for infill housing” shall refer to those Tax Deed Parcels that are inadequate in size for construction of houses and were acquired to assemble with abutting parcels for future development of Affordable Housing (*See*, Attorney General Opinion 2006-26, June 29, 2006).

#### Article 11.

#### Disposition of Affordable Housing Parcels

11.1. Sale or Lease of Affordable Housing Parcels; Authority to Proceed. The County Administrator, or his or her authorized designee, may, without further Board action, proceed with the Sale or Lease of any Affordable Housing Parcel. Any such Sale or Lease shall proceed in accordance with this Article 11, and shall be further subject to the appraisal report requirements in Section 4.1 above and the County Administrator’s scope of authority for Sales, Leases, and Donations in Section 12.4 below.

11.2. HFA Right of First Refusal. In order to encourage the success of the Housing Finance Authority (“HFA”) and its programs, the HFA shall have the right of first refusal to cooperate with the County in the Sale or Lease of any Affordable Housing Parcel accordance with this Section 11.2.

11.2.1. Before proceeding, pursuant to Sections 11.3 or 11.4 below, with any Sale or Lease of an Affordable Housing Parcel, the County Administrator, or his or her authorized designee, shall offer the opportunity to the HFA to contribute to the County’s costs associated with preparing such Affordable Housing Parcel for Sale or Lease.

11.2.2. Upon acceptance of such offer by the HFA, the Sale or Lease shall proceed in accordance with Sections 11.3 or 11.4 below, as appropriate, and any HFA funds shall be used solely for the County’s costs associated with preparing the Affordable Housing Parcel for such Sale or Lease including, but not limited to, obtaining appraisals, insurable title, and surveys, obtaining Court assistance in quieting title or putting the County in possession,

ongoing property maintenance, rehabilitation of existing improvements, or construction of new improvements. Such costs shall specifically not include the County's indirect costs incurred for the salaries or other compensation of the County employees involved in the Sale or Lease.

11.2.3. Upon the Sale or Lease of any such Affordable Housing Parcel, all proceeds remaining after deducting any direct costs incurred by the County, shall be paid to the HFA for use in its Affordable Housing programs.

11.3. Sale or Lease of Certified Affordable Housing Parcels; No Published Notice Calling for Bid. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with the private Sale or Lease of any Certified Affordable Housing Parcel, requiring no published notice calling for bid, in accordance with Section 125.379(1), Florida Statutes, as may be amended from time to time. The Sale of such Certified Affordable Housing Parcel shall be subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority in Section 12.4 below, and shall, in accordance with Section 125.379(2), Florida Statutes, as may be amended from time to time, be subject to the following limitations:

11.3.1. The proceeds of such Sale shall be used to Purchase Real Estate for the development of Affordable Housing or to increase the County's fund earmarked for Affordable Housing;

11.3.2. The Sale may proceed with a restriction that requires the development of such Certified Affordable Housing Parcel as permanent Affordable Housing;

11.3.3. The Sale may proceed as a Donation of such Certified Affordable Housing Parcel to a nonprofit housing organization for the construction of permanent Affordable Housing; or

11.3.4. The Certified Affordable Housing Parcel may be made available by the County for use in the production and preservation of permanent Affordable Housing, including, but not limited to, the Lease of such Certified Affordable Housing Parcel pursuant to any of the County's Affordable Housing programs.

11.4. Sale or Lease of Pending Affordable Housing Parcels; Published Notice Calling for Bids. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with the Sale or Lease of any Pending Affordable Housing Parcel in accordance with Article 12 below. Such Sale or Lease shall proceed by published notice calling for bid in accordance with Section 12.5 below, unless exempted therefrom as applicable, and shall be subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority in Section 12.4 below.

## Article 12.

### All Other Dispositions by Sale, Lease, or Donation

12.1. Sales and Leases To Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that a Sale or Lease of County-owned Real Estate may be in

the best interest of the County, the matter shall be presented to the Board for consideration unless as otherwise provided in Article 10 or Article 11 above, in Sections 12.2, 12.3, or 12.6 below, or elsewhere in this Policy. Upon approval of the Sale or Lease, as applicable, the RE Program staff shall proceed with such Sale or Lease by published notice calling for bid in accordance with Section 12.5 below; provided, however, that such bid process shall not be required if the Sale or Lease is exempted therefrom pursuant to any federal, state, or local law including, but not limited to, the following Sections of the Florida Statutes:

12.1.1. Section 125.35(2), Private Sale or Lease, as addressed in Section 12.6 below;

12.1.2. Section 125.37, Exchange of County Property, as addressed in Section 12.7 below;

12.1.3. Section 125.379, Disposition of County Property for Affordable Housing, as addressed in Article 11 above;

12.1.4. Section 125.38, Sale or Lease of County Property to United States, or State, as addressed in Section 12.8 below;

12.1.5. Section 125.39, Nonapplicability to County Lands Acquired for a Specific Purpose, applicable to any County-owned Real Estate for which a reversionary clause was contained in the deed requiring conveyance back to the Grantor upon the County's failure to use the Real Estate for such specific purpose; or

12.1.6. Section 197.592, County Delinquent Tax Lands; Method and Procedure for Sale by County; Certain Lands Conveyed to Municipalities, as addressed in Article 10 above.

12.2. Sale or Lease of Surplus Parcels; Authority to Proceed. Except as otherwise provided in this Section 12.2 or elsewhere in this Policy, the County Administrator, or his or her authorized designee, may, without further Board action, proceed with the Sale or Lease of any County-owned Real Estate designated as a Surplus Parcel in accordance with this Article 12, and shall be further subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority for Sales, Leases, and Donations in Section 12.4 below.

12.2.1. Within City Limits; Conveyance to City per Statute. With regard to any Surplus Parcel located within the City limits, the RE Program shall convey such Surplus Parcel to the City of Tallahassee in accordance with Section 10.3 above;

12.2.2. Within Unincorporated County; Notice of Availability to Adjacent Owners. With regard to any Surplus Parcel located within the unincorporated area of the County, the RE Program shall provide written notice to the owners of the parcels located adjacent to such Surplus Parcel that it is available for Sale by the County. Upon receipt by the RE Program of any responses expressing interest in the Surplus Parcel, the RE Program shall proceed with the Sale in accordance with this Article 12, subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority for Sales, Leases, and Donations in Section 12.4 below.

12.3. Leases for LC Government Annex or Lake Jackson Town Center; Authority to Proceed. With regard to the conveyance, modification, or termination of a Lease for any part of

the LC Government Annex or Lake Jackson Town Center, the County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program staff to proceed in accordance with Section 12.9 below, subject to the scope of the County Administrator's authority and responsibilities as set forth therein.

12.4. County Administrator's Scope of Authority for Sales, Leases, and Donations. Upon the Board's approval, as applicable, to proceed with a Sale or Lease, the County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete a Sale or Lease, including Donations, for which the consideration amount to be received by the County is within the scope of approval authority as set forth hereinbelow; provided, however, that in a Sale or Donation the Board Chairman shall execute any deed, easement, or other such instrument of conveyance. The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any offer or counteroffer in such Real Estate transactions regardless of the amount. If not rejected, any such offers or counteroffers for which the consideration amount to be received by the County is beyond the County Administrator's scope of approval authority shall be presented to the Board for consideration. The County Administrator's scope of approval authority granted herein shall be limited to such Sales or Leases, including Donations, for which:

12.4.1. the Fair Market Value of the Real Estate is no greater than \$25,000, regardless of the Sale amount for the Real Estate;

12.4.2. the Fair Market Value of the Real Estate is no greater than \$250,000, provided, however, that the Sale amount is no less than 75 percent of the Fair Market Value for the Real Estate;

12.4.3. the Fair Market Rent is no greater than \$500 annually regardless of the annual Lease payment for the Real Estate; or

12.4.4. the Fair Market Rent is no greater than \$5,000 annually, provided, however, that the annual Lease payment amount is no less than 75 percent of the Fair Market Rent for the Real Estate.

12.5. Sale or Lease; Published Notice Calling for Bids. In accordance with Section 12.1 above, as applicable, any Sale or Lease by published bid shall, pursuant to Section 125.35(1)(c), Florida Statutes, as may be amended from time to time, proceed as follows:

12.5.1. The RE Program staff shall prepare a notice calling for bids for the Purchase or Lease of the Real Estate so advertised to be conveyed by Sale or Lease to the highest and best bidder satisfying the terms and conditions of such notice. At the discretion of the County Administrator, or his or her authorized designee, the bids may be received as sealed bids to be opened on the date and time provided in the notice or may be received at a public auction held on the date and time provided in the notice. The notice shall be published once a week for at least 2 weeks in a newspaper of general circulation published in the County.

12.5.2. Upon receipt of any bids responsive thereto, the RE Program staff shall compile and summarize the bid information and shall, subject to the County Administrator's scope of authority in Section 12.4 above, convey such Real Estate by Sale or Lease to the highest bidder complying with the terms and conditions set forth in the notice; provided,

however, if the highest bid amount is less than the Property Appraiser's market value for the Real Estate, the RE Manager shall reject all offers and bids. A deposit or surety bond may be required to be made or given with each bid submitted.

12.6. Private Sale or Lease of Surplus Parcel; No Published Notice for Bids. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program staff, pursuant to Section 125.35(2), Florida Statutes, as may be amended from time to time, to proceed with a private Sale or Lease of a Surplus Parcel, with no published notice calling for a bid, if it is first determined by the RE Program staff that such Surplus Parcel is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the Surplus Parcel or that the County's estimated Fair Market Value of the Surplus Parcel is \$15,000 or less, and that, due to the size, shape, location, and value of the Surplus Parcel, it is of use only to one or more adjacent property owners. Under such circumstances, the Sale or Lease may proceed as follows:

12.6.1. After sending notice of the intended action to owners of adjacent property by certified mail, the RE Program staff may proceed with a Sale or Lease of the Surplus Parcel without receiving bids or publishing notice.

12.6.2. If, however, within ten working days after receiving such mailed notice, two or more owners of adjacent property notify the RE Program staff of their desire to Purchase or Lease the Surplus Parcel, the RE Program staff shall accept sealed bids for the Surplus Parcel from such property owners and shall, subject to the County Administrator's scope of authority in Section 12.4 above, convey it by Sale or Lease to the highest bidder complying with the terms and conditions set forth in the notice; provided, however, if the highest bid amount is less than the Property Appraiser's market value for the Surplus Parcel, the RE Manager shall reject all offers and bids.

12.7. Exchange of Real Estate. Pursuant to Section 125.37, Florida Statutes, as may be amended from time to time, upon the Board's adoption of a Resolution authorizing the exchange of any Real Estate owned by the County for other Real Estate owned by others, the RE Program staff may proceed with such Real Estate exchange, with no published notice calling for bid, in accordance with the requirements as set forth in Section 125.37, Florida Statutes, as may be amended from time to time. Before such Resolution is adopted by the Board, the RE Program staff shall prepare a notice setting forth the terms and conditions of the Real Estate exchange and arrange for the notice to be published once a week for at least two weeks in a newspaper of general circulation published in the County.

12.8. Sale or Lease to Government or Non-Profit. Pursuant to Section 125.38, Florida Statutes, as may be amended from time to time, upon the Board's adoption of a Resolution approving the request to the Board by the United States, or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State, or by a corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, of its desire to use County-owned Real Estate, the RE Program staff may proceed with a private Sale or Lease of such Real Estate, with no published notice calling for bid. Such private Sale or Lease of County-owned Real Estate shall be in accordance with the requirements as set forth in Section 125.38, Florida Statutes, as may be amended from time to time.

12.9. Lease of LC Government Annex and Lake Jackson Town Center.

12.9.1. The County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete a conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center for which the consideration amount to be received by the County is not less than the limitations as set forth hereinbelow; provided, however, that such transactions shall be in compliance, as determined by the County Attorney, with the statutory bid requirements as set forth in Section 125.35(1)(c), Florida Statutes, as may be amended from time to time. Any offers or counteroffers for such Lease transactions in which the consideration amount to be received by the County is less than such limitations may, at the discretion of the County Administrator, or his or her authorized designee, be rejected or be presented to the Board for consideration. Nothing herein shall be deemed to prohibit the County Administrator, or his or her authorized designee, from also rejecting an offer or counteroffer for a consideration amount that falls within his or her scope of authority. The County Administrator's authority shall be subject to the following limitations:

12.9.1.1. The agreement for any such Lease conveyance or modification shall include a rental rate of no less than 90 percent of the Fair Market Rent; and

12.9.1.2. Any such Lease modification or termination shall be limited to the following:

12.9.1.2.1. increases or decreases in the size of the space;

12.9.1.2.2. month-to-month extensions;

12.9.1.2.3. decreases in the length of the term; or

12.9.1.2.4. any other modifications that result in a financial impact to the County of no more than 25 percent of the lease amount.

12.9.2. The RE Program staff shall develop and maintain written procedures which shall govern the conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center.

12.9.3. The County Administrator, or his or her authorized designee, shall, without further Board action, have the authority to reject any offer to lease LC Government Annex Real Estate or Lake Jackson Town Center Real Estate for an intended use or term of use deemed incompatible, by the County Administrator or his or her authorized designee, with the County's use or intended use of the LC Government Annex or the Lake Jackson Town Center.

12.10. Receipt of Inquiries to Sell, Lease, or Donate To Others. If the County is in receipt of an inquiry from an individual or entity interested in buying or leasing from the County any County-owned Real Estate, such individual or entity shall express such interest in the form of a written offer to be delivered to the RE Manager. Upon receipt of such written offer, the RE Program staff shall proceed as follows:

12.10.1. A written summary shall be prepared containing the following information about the Real Estate:

12.10.1.1. When the Real Estate was obtained by the County and the cost, if any, to the County for obtaining it;

12.10.1.2. The original reason, if any, for the County obtaining such Real Estate;

12.10.1.3. The site location and description including any improvements and zoning classification;

12.10.1.4. The size of the Real Estate; and

12.10.1.5. The current estimate of Fair Market Value.

12.10.2. The RE Program staff shall circulate the written summary seeking comments from the County department(s) maintaining the Real Estate or from all County departments if the Real Estate is designated as a Surplus Parcel.

12.10.3. Upon the RE Program staff's receipt of any responses to the written summary, the RE Program staff shall prepare a written report to the County Administrator, or his or her authorized designee, which summarizes the responses and recommends whether or not the Real Estate should be conveyed by Sale or Leased as requested.

12.10.4. Upon the concurrence of the County Administrator, or his or her authorized designee, of a recommendation that the Real Estate should be conveyed by Sale or Lease, the Sale or Lease shall proceed in accordance with Section 12.1 above.

12.11. Extended Possession in Eminent Domain Acquisitions. In any Eminent Domain Acquisition in which the Full Compensation to the owner includes an agreement by the County for the owner to remain in possession of the Real Estate for a time certain after the closing date, such agreement for possession shall be exempt from this Article 12. In such Acquisitions, the agreement for possession shall be included as part of Full Compensation and transacted in accordance with Section 5.3 above.

### Article 13.

#### Management of County-owned Real Estate; Miscellaneous Real Estate Transactions

13.1. County Administrator's Scope of Authority for Management. The County Administrator, or his or her authorized designee, shall have the authority and responsibility to manage all County-owned Real Estate pursuant to that specific duty to supervise the care and custody of all County property as set forth in Section 2-501(b)(4) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time. The assignment of management responsibility for the various designations of County-owned Real Estate shall be as proscribed by the County Administrator at his or her discretion. The scope of authority provided herein shall include the approval, execution, and acceptance of any and all documents necessary to complete or otherwise accomplish the said transactions, subject to the limitations as set forth hereinbelow.

13.2. Private Improvements in Right-of-Way. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, no private signs or other private improvements, such as fences and other such structures of any kind, shall be allowed on, in, or under any Right-of-Way unless specifically authorized by the County Administrator, or his or her authorized designee. Any such authorization for use of any Right-of-Way shall be governed by a License granted in accordance with Section 13.3 below.

13.2.1. Unauthorized Private Improvements. If private improvements have been constructed, installed, or placed within any Right-of-Way without authorization, the County Administrator, or his or her authorized designee, may direct the appropriate County staff to determine the person(s) responsible for the unauthorized improvements and request that they be immediately removed; provided, however, if the improvements are deemed to be a safety hazard, the County Administrator, or his or her authorized designee, may direct County staff to immediately remove the improvements without first making such request of the responsible person(s). Any costs incurred by the County in removing the unauthorized improvements, including staff time, shall be calculated and billed to the responsible person(s) with a demand for payment.

13.3. License of County-owned Real Estate; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the grant of a License of County-owned Real Estate; provided, however, such License shall be subject to the satisfaction of the following conditions:

13.3.1. The licensee's permitted use shall not unreasonably interfere with the County use of the Real Estate;

13.3.2. The licensee shall pay a license fee in consideration for such License in amount considered by the RE Manager, based on input from RE Program staff, to be reasonable for the use permitted; provided, however, that in lieu of a monetary license fee, the licensee may provide services or other such non-monetary consideration in an amount as deemed sufficient by the County Attorney. If the licensee is the United States, or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State, or by a corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, the license fee may be waived upon the approval of the County Administrator, or his or her authorized designee.

13.4. Conveyance of County Easements; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the grant of a County Easement; provided, however, that the Board Chairman shall execute the easement or other such instrument of conveyance.

13.5. Release of Easements; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the release, disclaimer, and abandonment of easements conveyed to the County, including, but not limited to, the easements set forth below.

13.5.1. Conservation easements pursuant to LC Code.

13.5.2. Temporary construction easements pursuant to the term of the temporary construction easement or upon completion of the project, whichever comes sooner.

13.6. Release of Liens; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the release, satisfaction, disclaimer, and abandonment of liens imposed on a parcel of Real Estate in favor of the County, including, but not limited to, the liens set forth below.

13.6.1. Code Enforcement Liens pursuant to LC Code.

13.6.2. Nuisance Abatement Liens pursuant to LC Code.

13.6.3. HLPP Liens pursuant to the terms of the written agreement which secured the participant's promise to pay such HLPP Lien.

13.6.4. Mortgage liens, pursuant to the terms of the Mortgage.

13.6.5. Special assessment liens pursuant to the terms of the special assessment.

13.6.6. Judgment liens pursuant to the terms of the judgment.

13.7. Restrictive Covenants on County-owned Real Estate; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to place restrictive covenants on County-owned Real Estate pursuant to LC Code; provided, however, that the Board Chairman shall execute the instrument declaring the covenants, conditions and restrictions on County-owned Real Estate.

13.8. Dissent and Disclaimer of Deed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and record any and all documents necessary to acknowledge the County's dissent and disclaimer to any deed, easement, or other such conveyance instrument which purports to convey to the County any ostensible or apparent interest in Real Estate and to which there was no knowing acceptance or acquiescence by the County.