

Sponsor: Batson, Engineering Dept.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1: That the City of Florence is in the process of acquiring rights-of-way for the Shared Use Path along Helton Drive and Shared Use Markings along Bradshaw Drive, Project No. TAPOA-TA22 (933), CPMS Ref.#100074110, Florence, Alabama. This is a Transportation Alternatives Program (TAP) between the State of Alabama, acting by and through the Alabama Department of Transportation, and the City of Florence.

SECTION 2: That the City of Florence Consultant, Wisener, LLC, has negotiated with the property owners of Tract 2, The Woodlands Apartment Homes, LLC for 0.02 acre of land for landscaping, asphalt, curbing and fencing. The Woodlands Apartment Homes, LLC agreed to the offer of \$2,870.00 for the right-of-way deed on February 3, 2025. The Alabama Department of Transportation recommended this amount for approval.

SECTION 3: That the City Council approve purchasing the above stated property from The Woodlands Apartment Homes, LLC in the amount of \$2,870.00.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK

AGREEMENT
FEE SIMPLE

STATE OF ALABAMA
COUNTY OF LAUDERDALE

THIS AGREEMENT made between the City of Florence in the State of Alabama, party of the first part, and The Woodlands Apartment Homes, LLC party of the second part.

For and in consideration of the sum of (\$2,870.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 2 of the subject project, as identified from the records of the City of Florence for the purpose of constructing and maintaining a public highway identified as Project No. TAPOA-TA22(933) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 2,870.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.02 ac of land , landscaping, asphalt, curbing and fencing

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes or No .

4. Exceptions and additional conditions: None

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 10th day of JANUARY, 2023

WITNESSES:

Arada P. Bentley

[Signature]
Owner

Owner

STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, Richard T. Collins, a Licensed Land Surveyor in said State and County, hereby certify that to the best of my knowledge, information and belief, the attached is a true and accurate map or plat of the following described property, to-wit:

The Woodlands Apartment Homes, LLC

A tract of land lying in the NE ¼ of the SW ¼ of Section 35, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being more particularly described as follows, to-wit: To find the point of beginning, commence at an existing iron pin (3/4" crimp top pipe) being locally known and accepted as the NE corner of the NE ¼ of the SW ¼ of said Section 35; thence S 02 degrees 31' 26" W 794.23 feet; thence S 01 degree 51' 52" W 196.92 feet to a point on the existing right of way of Bradshaw Drive; said point lying approximately 25 feet north of the existing centerline; thence along said right of way and along a curve to the left having a radius of 382.61 feet, an arc distance of 69.65 feet (chord bearing N 85 degrees 44' 13" W, chord distance 69.55 feet) to the PT of said curve; thence S 89 degrees 02' 54" W and along said right of way 472.26 feet to the point of beginning; said point being the southeastwardly corner of The Woodlands Apartment Homes, LLC property; continue thence S 89 degrees 02' 54" W and along said right of way 50.15 feet to the southwestwardly corner; thence leaving said right of way S 00 degrees 32' 10" E and along the westwardly property line 15.00 feet; thence N 89 degrees 02' 54" E 50.13 feet to the eastwardly line; thence S 00 degrees 27' 05" W and along said property line 15.00 feet to the point of beginning.

Said tract contains **0.02 acres**, more or less, and is subject to any easements of record or easements existing on site.

According to my survey this the 4th day of April, 2022.

WHITE, LYNN, COLLINS AND ASSOCIATES, INC.



Richard T. Collins, L. S.
Alabama License Number 13406

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Kay Ivey
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

NORTH REGION - GUNTERVILLE AREA
OFFICE OF OPERATIONS ENGINEER
23445 HWY. 431 NORTH - PO BOX 550
GUNTERVILLE, AL 35976
TELEPHONE: (256) 582-2254
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John R. Cooper
TRANSPORTATION DIRECTOR

October 7, 2022

Bill Batson, P.E.
Florence City Engineer
PO Box 98
Florence, Alabama 35631

Re: Project No. TAPOA-TA22(250)
Lauderdale County
Bradshaw Drive Sidewalk Project - Florence
Tract No. 2

Dear Mr. Batson,

We have completed our review of the appraisal and master file on the above referenced project and tract number as submitted by Mr. Rischard D. Pettey and we concur with your recommendation.

Tract	Owner	Area	Amount	Remarks
2	The Woodlands Apartment Homes, LLC	.020 ac	\$2,870	Land & Improvements

There are no habitable structures being acquired.

We recommend that negotiations proceed with the understanding that there are no obligations for services by either party other than as stated above. If you have any questions or need further information, please do not hesitate to call this office.

Sincerely,

Curtis W. Vincent, P.E.
North Region Engineer

BS
File