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COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Henry M. Brown, Assistant County Attorney *HMB*
Ext. 5736

CONCUR: Pam Hastings, *[Signature]* Administrative Manager/Public Works Department
Kathleen Myer, Principal Engineer/Engineering Division *[Signature] for*

DATE: December 24, 2003

SUBJECT: Right-of-Entry Agreement Authorization
East Lake Mary Boulevard, Phase IIB
Right-of-Entry in lieu of Parcel No.: 737
Owner: Robert Holcomb

This Memorandum requests Right-of-Entry authorization by the Board of County Commissioners (BCC) for a Right-of-Entry agreement in lieu of Parcel No. 737. The recommended consideration is \$6,266.00, inclusive of all land value, severance damage, statutory interest, attorney fees, and cost reimbursements.

I PROPERTY

A. Location Data

The Right-of-Entry area is approximately 1,000 square feet in land area and substitutes for Temporary Construction Easement No. 737 which was 800 square feet. A location map is attached as Exhibit A. A parcel sketch is attached as Exhibit B showing the substituted Right-of-Entry and the deleted Parcel No. 737.

B. Street Address

The street address is 3862 Bridges Road, Sanford, Florida 32773.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003, authorizing the acquisition of Parcel No. 737, and finding that the East Lake Mary Boulevard Project was necessary and served a public purpose and was in the best interest of the citizens of Seminole County.

III SUBSTITUTION OF RIGHT-OF-ENTRY FOR PARCEL NO. 737

As shown on the attached Exhibit B, the design plans erroneously placed TCE No. 737 to the east of the driveway and directly in the path of a large oak tree and the front door of the house. A substituted Right-of-Entry has been negotiated at the driveway entrance. This Right-of-Entry substitutes for TCE No. 737.

IV APPRAISED VALUES

The County's appraisal report was prepared by The Spivey Group, Ted Hastings, MAI. The appraised value for the TCE No. 737 was \$2,600.00.

The property owner did not have an appraisal performed; however, the owner used Calhoun, Dreggors and Associates for consultation.

V NEGOTIATION

This settlement was negotiated by the County's acquisition agents and includes the following plan changes: (1) construction of the driveway at 10% grade or less; and, (2) increasing the size of the crossdrain from 18" to 24".

These plan changes and payments are part of a coordinated settlement with all Holcomb family members (Parcels 219, 819, 207, 707, and 807) and are being presented on an all or nothing basis, i.e., all six parcels will settle on the terms stated in these agenda items or we will proceed with the unchanged plans and the order of taking we already have secured.

VI ANALYSIS

The substitution of a Right-of-Entry for TCE No. 737 enables the project to proceed forward with correction of the erroneously placed TCE. The correction by Right-of-Entry inclusive of fees and costs avoids a potential inverse claim later, addresses fees and costs caused by the pre-litigation negotiation for an erroneously placed TCE, and avoids project delay if the TCE needs to be relocated to accomplish

construction. The settlement sum of \$6,266.00 is inclusive of all attorney fees and costs.

VII RECOMMENDATION

County staff recommends that the BCC approve this Right-of-Entry in the total inclusive amount of \$6,266.00 and authorize the Chairman to execute same as part of an overall settlement of parcels 219, 819, 207, 707, and 807.

HMB/sb

Attachments:

Exhibit A

Exhibit B

P:\USERS\CASB01\MY DOCUMENTS\MEMAGENDA ITEM ELMB IIB ROBERT HOLCOMB ROE AGMT AUTH.DOC

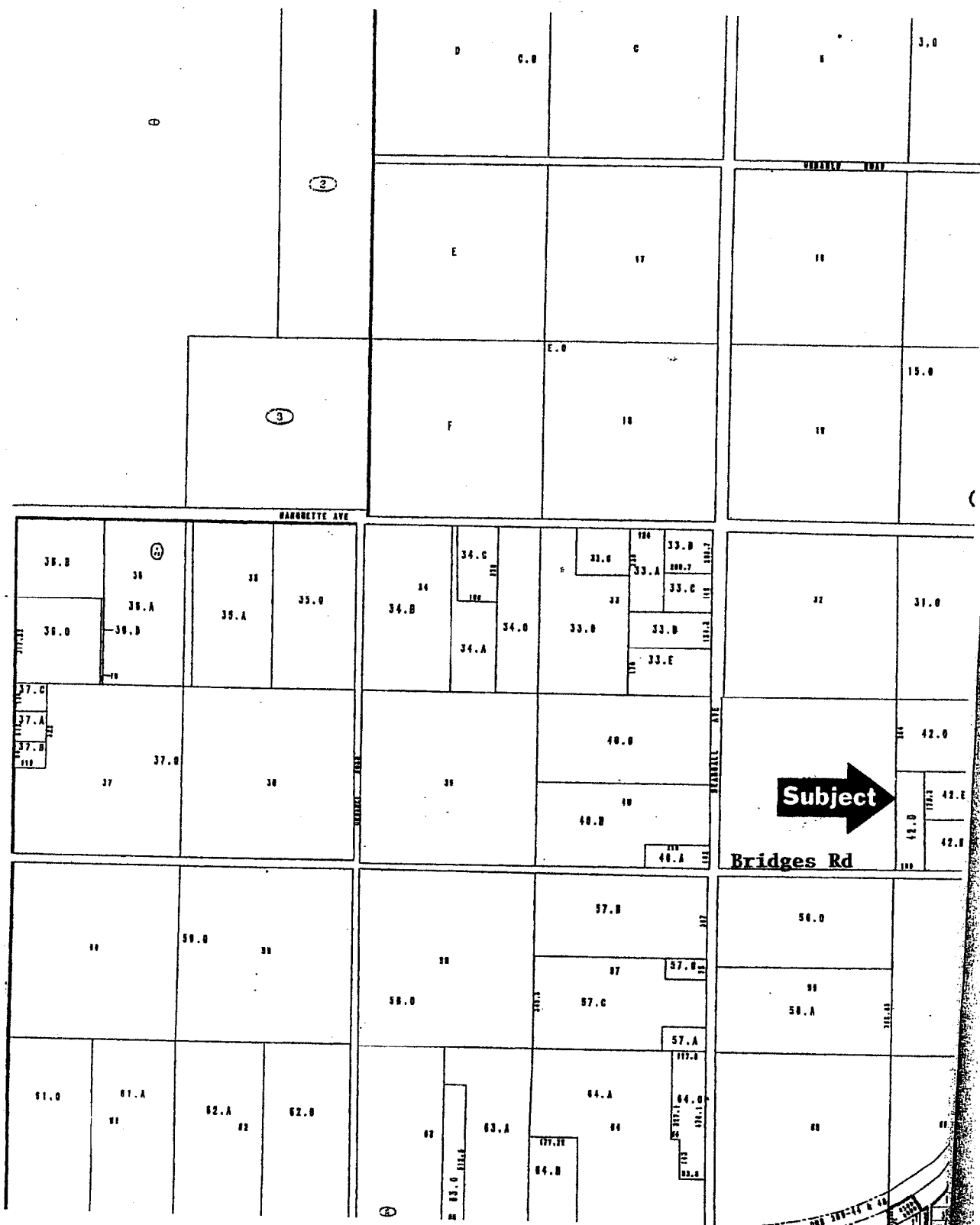


EXHIBIT A

EAST LAKE MARY BOULEVARD EXTENSION
 SEMINOLE COUNTY, FLORIDA
 PARCEL 737 - SKETCH OF SURVEYED PARCEL
 AREA OF PARENT TRACT = 0.9488 ACRES
 AREA OF TAKING = 800.0 S/F
 AREA OF REMAINDER = 0.9488 ACRES



0 20 40
 SCALE: 1" = 40'

LEGEND

- UTILITY POLE AND GUY ANCHOR
- PP POWER POLE
- SIGN
- W.M. WATER METER
- R/W RIGHT OF WAY
- BROKEN SCALE
- EQP EDGE OF PAVEMENT
- FN&C FOUND NAIL AND CAP
- BFP BACKFLOW PREVENTER
- WV WATER VALVE
- D/W DRIVEWAY
- MES MITERED END SECTION
- LANDSCAPED AREA
- SV SEWER FORCEMAIN VALVE
- CO SEWER CLEAN OUT
- FIRE HYDRANT
- LP LIGHT POLE
- PB PULL BOX
- S.W. SIDEWALK
- SSP SIGNAL SPAN POLE
- TP TELEPHONE POLE
- OT OVERHEAD TELEPHONE LINE
- SRVC TRAFFIC SERVICE CABINET
- MHD DRAINAGE MANHOLE
- MHS SANITARY SEWER MANHOLE
- MW MONITORING WELL
- METAL POLE
- ELEO ELECTRIC OUTLET
- SHP SHARED UTILITY POLE
- LANDSCAPE LIGHT
- TB TELEPHONE BOX
- OE OVERHEAD ELECTRIC LINE
- EM ELECTRIC METER
- WP WATER PUMP
- FAU FAUCET
- WT WATER TANK

*Substituted
 Right of Entry Area
 Approximately
 1,000 S.F.*

*Deleted
 TCE
 No. 737
 800S.F. +*

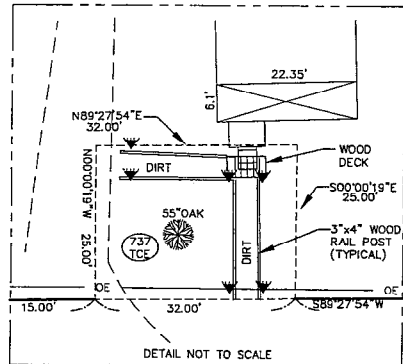
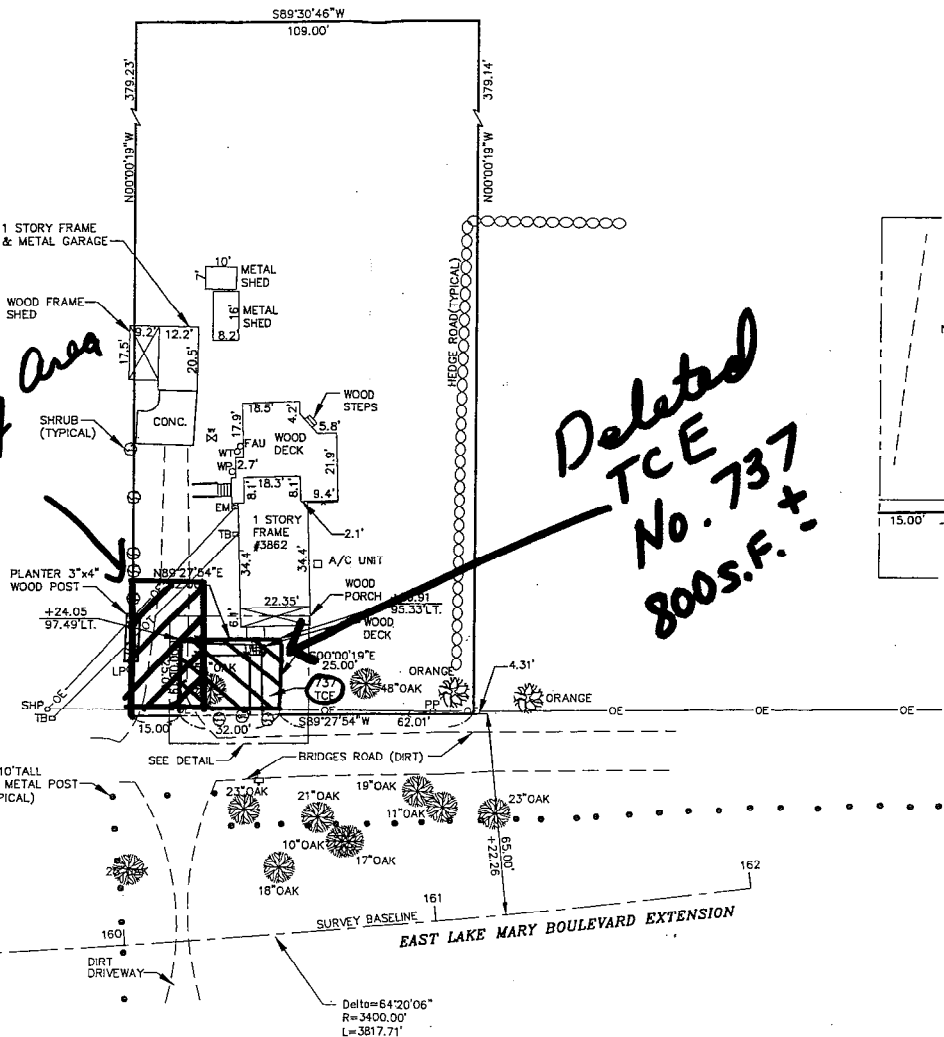


EXHIBIT B

NOTES:
 THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY
 THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL
 ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LAKE DRIVE. COUNTY PROJECT: PS-0137

KEY	DATE	REVISIONS

SKETCH DATE: 10/28/02	FIELD BOOK/PAGE: 54/37
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CORNERSTONE
 LAND SURVEYING, INC.

OFFICE ADDRESS:
 718 N. CALHOUN ST., STE. 100
 TALLAHASSEE, FLORIDA 32303

PHONE: (850) 668-7330
 MOBILE: (850) 933-7115
 FAX: (850) 594-8663

PROJECT EAST LAKE MARY BOULEVARD EXTENSION - SEMINOLE COUNTY - PARCEL 737	CLIENT THE SPIVEY GROUP, INC.
SHEET TITLE PARENT TRACT AND TEMPORARY CONSTRUCTION EASEMENT AND AREA OF TAKING	JOB NO. TSG02737
	SHEET NO. 2 of 3

RIGHT OF ENTRY AGREEMENT

Substituted For Parcel No. 737
East Lake Mary Boulevard, Phase IIB Project

THIS AGREEMENT is made and entered into this ____ day of January, 2004, by and between **ROBERT L. HOLCOMB**, whose address is 3862 Bridges Road, Sanford, Florida, 32773, hereinafter referred to as OWNER, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY.

WITNESSETH:

IN CONSIDERATION of the mutual promises contained herein and consideration totaling \$6,266.00 between the parties, the OWNER and COUNTY agree as follows:

1. OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have non-exclusive possession of the property described in Exhibit "A", upon execution of this Agreement for the purpose of construction and maintenance of one 12' residential driveway connection on the north side of the County's East Lake Mary Boulevard, Phase IIB Project at approximately Station 160+20.
2. OWNER hereby covenants with COUNTY that he is the true and lawful owner of the above-described real estate and is lawfully seized of the same in fee simple and has good right and full power to grant this right of entry.
3. The Right-of-Entry shall commence upon issuance by the County of a Notice to Proceed to the Roadway Contractor for East Lake Mary Boulevard, Phase IIB

and extend for a period of five years or completion of construction, whichever shall first occur.

4. The parties acknowledge that this Right-of-Entry is given in lieu of the County's acquisition of Parcel No. 737 as depicted in the County's East Lake Mary Boulevard, Phase IIB construction plans.

5. The County agrees to pay consideration totaling \$6,266.00 for the Right-of-Entry. The parties acknowledge that the sum includes all land value, attorney fees, and cost reimbursements that could have resulted from a condemnation proceeding under *Chapters 73 and 74, Florida Statutes*.

6. The County agrees that the driveway connection shall be at 10% grade or less and that the cross drain shown in the East Lake Mary Boulevard, Phase IIB construction plans shall be enlarged from 18" to 24" with appropriate grading.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purposes herein expressed.

WITNESSES:

Signature of 1st witness

ROBERT L. HOLCOMB

PRINT NAME

Signature of 2nd witness

Address: 3862 Bridges Road
Sanford, Florida 32773

PRINT NAME

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name _____
Notary Public in and for the County
and State aforementioned
My commission expires: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. McLAIN, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

