

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Memorial Park Donation - Natural Lands Acquisition and Adjacent Property Donation

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Donald Fisher *DF* CONTACT: Suzy Goldman, Colleen Rotella *CR* EXT. 7397

Agenda Date <u>02/8/2005</u> Regular <input checked="" type="checkbox"/> Consent	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
Public Hearing - 1:30 <input type="checkbox"/>	Public Hearing - 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

1. Staff requests that the Board authorizes the chairman to execute attached purchase agreement for the acquisition of forty-four (44) acres located on Lake Harney for \$187,608.
2. Staff requests that, upon execution of the purchase agreement by both parties, the Board authorizes acceptance of Warranty Deeds for the six (6) donated parcels and recording of the attached Warranty Deeds in the Official Public Records of Seminole County.

BACKGROUND:

The Seminole County Sheriff's Office has worked for several years to develop the necessary partners and secure appropriate services for development of the Law Enforcement Memorial Park to be located in Geneva along Lake Harney. This park is to be operated and maintained by the Library and Leisure Services Department/Parks & Recreation Division. Through discussions with the land owners, a donation to the County of approximately 20 acres for park development was proposed. The owner has agreed to convey the property at no cost if the County agrees to purchase an adjacent 44 acres at the property assessed value.

Given the proposed donation for the Law Enforcement Park, the Natural Lands Advisory Committee was asked to consider the acquisition of the adjacent parcel on Lake Harney. This property is 44 acres and comprised of xeric and mesic oak hammock. As depicted on the attached map, the property fronts Lake Harney Road and has 340 feet of frontage on Lake Harney. This property has been offered by the owners at the 2003 tax assessed value of \$187,608, or \$4266 per acre as determined by the Seminole County Property Appraiser's Office. The Seminole County Natural Lands Advisory Committee reviewed and recommended acquisition of the parcel as a natural passive buffer to the proposed park. Adjacent similarly situated properties have assessed values at approximately \$7000 per acre. The

Sh as to #1

Reviewed by:	<i>DL405</i>
Co Atty:	<i>DL405</i>
DFS:	<i>DL405</i>
Other:	<i>DL405</i>
DCM:	<i>DL405</i>
CM:	<i>DL405</i>
File No.	CPDC01

#2

property purchase price is below \$250,000 and comparable to adjacent property values, and the fact that the property was offered at tax assessed value, an appraisal is not required.

STAFF RECOMMENDATION:

Staff recommends purchase of the 44 (forty-four) acres and acceptance of donation.

Attachments: Property Appraiser's Office Maps
Sale Agreement
Warranty Deeds

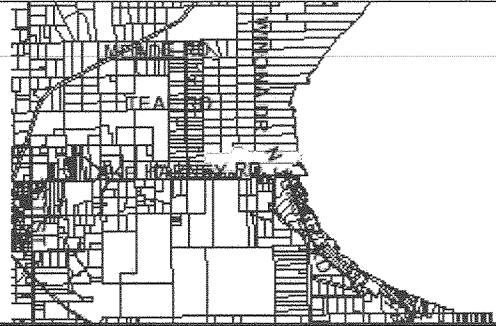

LAW ENFORCEMENT PARK



*Natural Lands
Law Enforcement Park Buffer*





<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																										
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 14-20-32-300-0010-0000 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: MOELLER R KENT TRUSTEE Exemptions:</p> <p>Own/Addr: FBO</p> <p>Address: 1412 W COLONIAL DR</p> <p>City,State,ZipCode: ORLANDO FL 32804</p> <p>Property Address: WINONA DR GENEVA 32732</p> <p>Facility Name:</p> <p>Dor: 99-ACREAGE NOT AGRICULT</p>		<p style="text-align: center;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$187,608</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$187,608</p> <p>Assessed Value (SOH): \$187,608</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$187,608</p> <p>Tax Estimator</p>																								
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>04/1979</td> <td>01221</td> <td>0949</td> <td>\$100</td> <td>Vacant</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>04/1979</td> <td>01220</td> <td>0684</td> <td>\$100</td> <td>Vacant</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this DOR Code</p>		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	04/1979	01221	0949	\$100	Vacant	QUIT CLAIM DEED	04/1979	01220	0684	\$100	Vacant	<p style="text-align: center;">2004 VALUE SUMMARY</p> <p>2004 Tax Bill Amount: \$3,171</p> <p>2004 Taxable Value: \$187,608</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>						
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																										

WARRANTY DEED

THIS WARRANTY DEED is executed this ____ day of _____ 20____, by and between **GRACE LINDBLOM**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE".

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Lot No. 137C Unrecorded Plan Lake Harney Ranch Estates Lake Section

Parcel Identification Number 14-20-32-5UF-0000-137C

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WARRANTY DEED

THIS WARRANTY DEED is executed this ____ day of _____ 20____, by and between **GRACE LINDBLOM**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE".

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Lot 1 D-Unrecorded Plan of Lake Harney Ranch Estates, Lake Section

Parcel Identification Number 14-20-32-5UF-0000-001D

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WARRANTY DEED

THIS WARRANTY DEED is executed this ____ day of _____ 20____, by and between **GRACE LINDBLOM**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE".

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

The West 20 feet of Lot 40-Unrecorded Plan of Lake Harney Ranch Estates Lake Section less the South five feet conveyed in Book 2012, Page 814.

Parcel Identification Number 14-20-32-5UF-0000-0400.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WITNESSES: Signed, sealed and delivered
In the presence of:

(Signature)

(Legibly Print/Type/or Stamp Name)

(Signature)

(Legibly Print/Type/or Stamp Name)

GRACE LINDBLOM, GRANTOR
as Trustee and not
individually with full power and
authority to protect, conserve,
sell, lease, or encumber, or
otherwise manage and dispose of
the real estate

Date

STATE OF)
)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Grace Lindblom, who is [] personally known to me, or who have presented [] _____ as identification and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(Signature) Notary Public, in
and for the County and State
Aforementioned (Affix Seal)

SED/lpk
11/2/04
lindblom wd parcel 3

WARRANTY DEED

THIS WARRANTY DEED is executed this ____ day of _____ 20____, by and between **GRACE LINDBLOM**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE".

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Lot 41-Unrecorded Plan of Lake Harney Ranch Estates, Lake Section less the South five feet conveyed in Book 2012, Page 818

Parcel Identification Number 14-20-32-5UF-0000-0410

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WITNESSES: Signed, sealed and delivered
In the presence of:

(Signature)

(Legibly Print/Type/or Stamp Name)

(Signature)

(Legibly Print/Type/or Stamp Name)

GRACE LINDBLOM, GRANTOR
as Trustee and not
individually with full power and
authority to protect, conserve,
sell, lease, or encumber, or
otherwise manage and dispose of
the real estate

Date

STATE OF)
)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Grace Lindblom, who is [] personally known to me, or who have presented [] _____ as identification and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(Signature) Notary Public, in
and for the County and State
Aforementioned (Affix Seal)

SED/lpk
11/2/04
lindblom wd parcel 4

WARRANTY DEED

THIS WARRANTY DEED is executed this ____ day of _____ 20____, by and between **GRACE LINDBLOM**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE".

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Lot 42-Unrecorded Plan of Lake Harney Ranch Estates, Lake Section less the South five feet conveyed in Book 2012, Page 822.

Parcel Identification Number 14-20-32-5UF-0000-0420

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WARRANTY DEED

THIS WARRANTY DEED is made this _____ day of _____, 20____, between **R. KENT MOELLER**, as Trustee of the Lake Harney Partnership and not individually with full power and authority to protect, conserve, sell, lease, or encumber, or otherwise manage and dispose of the real estate, whose address is _____, hereinafter called the "GRANTOR" 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 called the "GRANTEE":

That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents do grant, bargain, sell, release, convey, and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

That portion of Section 14, Township 20 South, Range 32 East, Seminole County, Florida, lying in the unrecorded subdivision of Plan of Lake Harney Ranch Estates, Lake Section, LESS the unnamed Tract lying North of the North line of Lots 119 through 135, and LESS the unnamed Tracts lying North the Easterly prolongation of said line, and also LESS the following parcels:

(a) The South five feet of property abutting Lake Harney Road conveyed in Book 2012, Page 797;

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(b) Lot 23-Beginning 434.2 feet East and 25 feet North of Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida; run North 164 feet, East 80 feet, South 164 feet, West 80 feet, to Point of Beginning (Less the North 25 feet for road)

(c) Lot 24-Beginning 514.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida; run North 164 feet, East 80 feet, South 164 feet, West 80 feet, to Point of Beginning (less the North 25 feet for road).

(d) Lot 25 and 69-Beginning 594.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14 South, Township 20, Range 32 East, Seminole County, Florida; run North 374 feet, thence East 100 feet, thence South 374 feet, thence West 100 feet, to Point of Beginning.

(e) Lot 26 and 68-Beginning 694.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida, run North 374 feet, East 100 feet, South 374 feet, West 100 feet, to Point of Beginning.

(f) Lot 28-Beginning 894.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida, run North 164 feet, East 100 feet, South 164 feet, West 100 feet, to Point of Beginning (Less the North 25 feet for road).

(g) Part of Lot 40-Beginning 1744.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida, run North 164 feet, East 20 feet, South 164 feet, West 20 feet, to Point of Beginning (Less the North 25 feet for road).

(h) Lot 41-Beginning 1874.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32 East, Seminole County, Florida, run North 164 feet, East 80 feet, South 164 feet, West 80 feet, to Point of Beginning (less the North 25 feet for road).

(i) Lot 42-Beginning 1954.2 feet East and 25 feet North of the Southwest corner of the Southeast quarter of Section 14, Township 20 South, Range 32

East, Seminole County, Florida, run North 164 feet,
East 80 feet, South 164 feet, West 80 feet, to Point of
Beginning (Less the North 25 feet for road).

Parcel Identification Number: 14-20-32-5UF-0000-0220

TOGETHER with all the tenements, hereditaments, and appurtenances
thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is
lawfully seized of said land in fee simple; that it has good right and
lawful authority to sell and convey said land; that it hereby fully
warrants the title to said land and will defend the same against the
lawful claims of all persons whomsoever; and that said land is free of
all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and
seal the day and year first above written.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into this _____ day of _____, 2005, by and between R. KENT MOELLER, AS SUBSTITUTE TRUSTEE, whose address is _____, 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:

WHEREAS, OWNER has agreed to convey certain property to the COUNTY at no cost to the COUNTY if the COUNTY agrees to purchase the property herein described for the valuation assigned to same by the Seminole County Property Appraiser; and

WHEREAS, the COUNTY has agreed to purchase the property herein described as part of its Natural Lands Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property and interests in property upon the terms and conditions hereafter stated:

1. LEGAL DESCRIPTION Parcel No. 14-20-31-300-0010-0000

All fractional Section 13, Township 20 South, Range 32 East, lying North and West of Lake Harney; Government Lots 1, 2 and 3, and the East 2/3 of the West 3/4 of Section 14, Township 20 South, Range 32 East, together with easement 30 feet wide along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 14, Township 20 South, Range 32 East.

2. PURCHASE PRICE OWNER agrees to sell and convey the property described in paragraph 1. above (the "Property") by warranty deed, free of liens and encumbrances, unto the COUNTY for the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$187,608.00). This amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

3. TITLE EVIDENCE: Within fifteen (15) days after the last party executes this agreement the COUNTY shall obtain, at OWNER's expense, a title insurance commitment with fee owner's title policy. OWNER shall not be liable for more than the minimum promulgated rate as established by the Florida Insurance Commissioner less available credits, if any.

4. CLOSING DATE: This contract shall be closed and the deed(s) and the other Closing papers shall be delivered on or before May 31, 2005, unless the time for closing is extended by the parties. Except as stated in paragraph 6 below, OWNER agrees to deliver possession on the date of Closing. Time is of the essence as to the Closing date.

5. RESTRICTIONS, EASEMENTS, LIMITATIONS AND ENVIRONMENTAL MATTERS: The COUNTY shall take title subject to: zoning; restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; other matters agreed to in writing by the parties prior to closing, and taxes for year of Closing and subsequent years. The OWNER shall provide an affidavit, at or before Closing, stating that, to the best of OWNER's actual knowledge no hazardous waste or materials or environmental contaminations or violations, are located, on, upon or within the Property. The form of the affidavit is attached hereto as Exhibit "A" to this Agreement. In the event that an environmental audit confirms the presence of hazardous wastes or materials or environmental contamination on the Property, the COUNTY, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If this Agreement is not terminated, OWNER may, at its sole cost and expense and prior to the Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous waste or materials or environmental contamination ("Environmental Law"). If SELLERS elect not to pursue any further assessment, clean up and monitoring of the Property as set forth herein, COUNTY may, in its sole discretion, elect not to acquire the Property as a whole or any portion of the Property which contains hazardous waste or materials or environmental contamination, and the Purchase Price shall be accordingly reduced by an amount mutually agreed to by the parties.

6. OCCUPANCY: OWNER represents that, as of the Closing date, there will be no parties in occupancy other than OWNER. OWNER agrees to vacate and surrender possession of the Property on the date of closing.

7. ASSIGNABILITY: COUNTY may assign this Contract or any right derived thereunder to any other state, and/or local governmental agency.

8. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, if any, shall control all printed provisions in conflict therewith if initialed by both parties.

9. SPECIAL CLAUSES:

(a) The COUNTY's approval and execution of this agreement authorizes the COUNTY to accept and record the six (6) warranty deeds covering parcels IDs 14-20-32-5UF-0000-137C, 14-20-32-5UF-0000-001D, 14-20-32-5UF-0000-0400, 14-20-32-5UF-0000-0410, 14-20-32-5UF-0000-0420 and 14-20-32-5UF-0000-0220.

(b) COUNTY shall not be responsible for any brokerage fees or commissions. The parties represent and warrant to one another that no real estate brokers represent either party in this transaction.

(c) OWNER shall fully comply with the provisions of Section 286.23, Florida Statutes. OWNER shall complete an affidavit, in substantially the form attached hereto as Exhibit "B". OWNER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent Closing. OWNER shall indemnify and hold COUNTY harmless from any and all such claims, whether disclosed or undisclosed.

(d) OWNER warrants that there is a legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: An ALTA Form B Marketability title insurance commitment shall be obtained by COUNTY at OWNER's expense and be issued by a title insurance company selected by and acceptable to COUNTY, agreeing to issue to COUNTY, upon recording of the deed(s), an Owner's policy of title insurance in the amount of the purchase price, insuring title of the COUNTY to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth specifically in this Contract and all others, if any, shall be discharged by OWNER at or before Closing. COUNTY shall have 10 days from date of receiving evidence of title to examine same. If title is found defective, COUNTY shall, within 5 days thereafter, notify OWNER in writing specifying any defect.

If said defect(s) render title unmarketable, OWNER shall have 5 days from receipt of notice within which to remove said defect(s) or, if the defect(s) cannot be removed within that time period, to commence actions necessary to remove the defect(s) and thereafter diligently pursue same. If OWNER is unsuccessful in removing the defect(s) within said time, COUNTY shall have the option of either (1) accepting the title as it then is, or (2) terminating this agreement; provided, however, that OWNER agrees he will, if title is found to be unmarketable, use and exercise diligent efforts to correct the defect(s) in title, including filing suit, if necessary.

B. EXISTING MORTGAGES: OWNER shall furnish a statement from the mortgagee(s), if any, setting forth principal balance, method of payment, interest rate

and whether the mortgage(s) is/are in good standing. The OWNER shall cause all mortgages to be released and/or satisfied prior to or at Closing as to the Property.

C. SURVEY: The COUNTY may have surveys of the Property accomplished at its expense. The OWNER agrees to provide to the COUNTY, at no expense, a copy of any and all existing surveys on the Property over which the OWNER exercises ownership, control or dominion. If the survey, certified by registered Florida surveyor, shows any encroachment upon said Property or that improvements located on the Property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect unless the COUNTY agrees otherwise in writing. OWNER agrees that from the date this Agreement is executed by OWNER, COUNTY and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

D. LIENS: OWNER shall, both as to the Property and personalty being sold hereunder, furnish to COUNTY at time of Closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to OWNER and further attesting that there have been no improvements to the Property for 90 days immediately preceding date of Closing. If the Property has been improved within said time, OWNER shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to a OWNER's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

E. PLACE OF CLOSING: Closing shall be held at the Office of the Seminole County Attorney, or such other office as the parties may agree.

F. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays and legal holidays including County holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday, including County holidays, shall be extended to 5:00 p.m. of the next full County business day.

G. DOCUMENTS FOR CLOSING: OWNER shall furnish deed(s), mechanic's and/or construction lien affidavit(s), estoppel letter(s), mortgage satisfaction(s) and/or release(s), satisfaction(s) of judgment(s), Court Order(s), the no hazardous waste or environmental contamination or violation affidavit(s) as required by paragraph 5, above, and any and all corrective instrument(s) that may be required in connection with perfecting the title all of which shall survive Closing. Copies of the proposed Closing documents shall be furnished to COUNTY 5 working days prior to Closing. The Statutory Warranty Deed, in addition to all common law covenants shall include the covenant of further assurances. All grantors shall be deemed to be subject to enforcement or action as to each and every covenant.

H. EXPENSES: State documentary stamps which are required to be affixed to the deed(s) and other instrument(s) of conveyance shall be paid by the OWNER. The costs of recording any and all corrective instruments shall be paid by OWNER.

I. PRORATION OF TAXES (REAL AND PERSONAL): Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed, and a current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's taxes; provided, however, that if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration; based on an estimate may, at request of either party to the transaction, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the Closing statement. If proration would result in COUNTY paying less than 1/12th of the year's taxes, OWNER shall pay all taxes without proration.

J. SPECIAL ASSESSMENT LIENS: Any and all certified, confirmed and ratified special assessment liens as of the date of Closing shall be paid by OWNER. Pending liens as of date of Closing shall be assumed by COUNTY; provided, however, that where the improvement has been substantially completed as of the date of closing, such pending lien shall be considered as certified, confirmed or ratified and OWNER shall, at Closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement.

K. PERSONAL PROPERTY AND MATERIALS INSPECTION, REPAIR: No personal property shall be conveyed to the COUNTY. If any personal property remains on the premises after closing, then same shall be deemed abandoned by the OWNER and the COUNTY may dispose of same in any fashion, without recourse by the OWNER.

L. RISK OF LOSS: If the real property or any structure located thereon is damaged by fire or other casualty prior to Closing, the cost of clearing the land of the damaged materials shall be an obligation of the OWNER and Closing shall proceed pursuant to the terms of this Contract with the estimated costs of clearing the land escrowed at Closing.

M. MAINTENANCE: From and after the date of this Agreement and until the Closing date, OWNER shall maintain all real and personal property in its present condition, ordinary wear and tear excepted. COUNTY or COUNTY's designee will be permitted access for inspection prior to Closing.

N. ESCROW: Only the Clerk of the Circuit Court (Finance) for Seminole County shall serve as escrow agent as to any money deposits pursuant to this Agreement. The Clerk shall promptly deposit and hold same in escrow and disburse same subject to clearance thereof in accordance with terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the COUNTY. In the event of doubt as to her duties or liabilities under the provisions of this Contract, the escrow agent may in her sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party.

All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to COUNTY or OWNER of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the escrow agent.

O. DEFAULT WAIVER: If COUNTY fails to perform this Contract within the time specified, OWNER, at its option, may proceed at law or in equity to enforce his legal rights under this Contract. If, for any reason other than failure of OWNER to render title marketable after diligent effort, OWNER fails, neglects or refuses to perform this Contract, the COUNTY may seek specific performance without thereby waiving any action for damages resulting from OWNER's breach. Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. In any litigation relating to this Agreement, including the affidavits attached as Exhibits "A" and "B" to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to trial and appeal. If the COUNTY is represented by the County Attorney's Office and becomes entitled to recover attorneys' fees then the award shall be based upon prevailing rates in the community, regardless of the actual amount paid to the attorney or attorneys actually representing the COUNTY.

P. CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: This Contract shall be recorded in the Board of County Commissioner's public records and not recorded in the official land records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. The agreements expressed herein shall survive Closing.

Q. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date

of Closing under the provisions of this Contract. COUNTY shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which extent premiums shall be prorated. The cash at Closing shall be decreased as may be required by said prorations. All references in this Contract to prorations as of date of Closing will be deemed "date of occupancy" if occupancy occurs prior to Closing, unless otherwise provided for herein.

R. CONVEYANCE: OWNER shall convey title to the Property by Statutory Warranty Deed which shall include all common law covenants of title and seisin which deed shall also include the covenant of further assurances. Title shall be conveyed free and clear of all liens and encumbrances subject only to matters specified herein and those otherwise accepted in writing by COUNTY. The deed(s) must be in a form that will provide for insuring marketable title in accordance with the terms of this Contract.

S. HAZARDOUS MATERIALS/POLLUTION: COUNTY shall have the right, prior to Closing, to come upon the Property with its employees, engineers and other personnel to inspect and conduct testing upon the Property.

T. SURVIVAL: Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that the representations, warranties, covenants and agreements of the parties shall survive Closing and all of the same shall not merge into the Deed(s) to be given by OWNER but shall be independently actionable. The covenants, warranties, representations, indemnities and undertakings of the parties set forth in this Agreement shall survive the Closing, the delivery and recording of the deed and possession of the Property. All elements of this Agreement are consideration relative to this purchase and sale.

U. AGREEMENT EFFECTIVE: This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

V. ADDENDUM: Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

W. NOTICE: Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

X. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Y. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

PROPERTY OWNER:

SIGNATURE

R. KENT MOELLER, AS SUBSTITUTE
TRUSTEE

PRINT NAME

SIGNATURE

PRINT NAME

ATTEST:

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

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

By: _____
CARLTON D. HENLEY, 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 _____,
2005, regular meeting.

County Attorney

Exhibits: A Hazardous Materials Affidavit
 B F.S. §286.23 Affidavit

SPL 01/07/05

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EXHIBIT A

HAZARDOUS MATERIALS OR WASTE
AND ENVIRONMENTAL
CONTAMINATION AFFIDAVIT

(STATE OF FLORIDA)
(COUNTY OF SEMINOLE)

COMES NOW, R. KENT MOELLER, AS SUBSTITUTE TRUSTEE, as SELLER and swears and affirms that the following facts are true:

(1) That he is the owner of the Property described as follows:

All fractional Section 13, Township 20 South, Range 32 East, lying North and West of Lake Harney; Government Lots 1, 2 and 3, and the East 2/3 of the West 3/4 of Section 14, Township 20 South, Range 32 East, together with easement 30 feet wide along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 14, Township 20 South, Range 32 East.

(2) That there are no facts known to the SELLER which materially affect the value of the Property. There are no liabilities associated with the Property which have been observed by or which are known to the SELLER. To the best of SELLER'S knowledge and belief, there are no hazardous materials or wastes or any other form of environmental contamination located upon or within the Property.

(3) SELLER represents and warrants that the Property is not now being used and has not been used, by any business or other activity which uses or used environmental contaminants, toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. SELLER further represents and warrants that the Property is not now being used and has not been used in the past as a garbage dump or landfill area.

(4) SELLER represents and warrants that the Property has not been/is not now in violation of any Federal, State or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or including, but not limited to, soil and groundwater conditions, since SELLER took title.

(5) SELLER has obtained any and all necessary permits, registrations, approvals and licenses necessary to generate, manufacture, transport, treat, store, handle, dispose or process any of the materials and substances referred to herein.

(6) SELLER shall obtain any and all necessary permits, registrations, approvals and licenses necessary to cleanup, remediate and decontaminate the Property.

(7) SELLER warrants that no Federal, State, or local government agency has filed any lien with regard to the Property.

(8) There is no environmental condition, situation or incident on, at or concerning or in any way related to the Property that could possibly give rise to any type of action, proceeding or investigation under any law, rule, regulation or common law theory.

(9) There are no underground storage tanks of any type or of any sort or similar lines or facilities located in anyway on the Property.

(10) The Property is not identified on the current or proposed (a) National Priorities List under 40 C.F.R. Part 300, Appendix B; (b) Comprehensive Environmental Response Compensation, and Liability Inventory System ("CERCLIS"); or (c) any list maintained by any Federal, State, or local authority relating in any way to environmental contamination.

(11) There are no impending changes or events that will substantially affect the Property's compliance with environmental legal requirements or the ability to obtain and maintain in effect the non-violation status of the Property.

(12) As with all other terms, conditions, covenants and warranties in the underlying AGREEMENT, all of the matters set forth herein shall survive closing and burden SELLER and his agents and their properties wheresoever located.

(13) SELLER agrees to indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses including, but not limited to, attorney fees and costs, cleanup costs and fines by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the Property by SELLER (or any prior owner or operator) which used environmental contaminants, toxic chemicals, hazardous substances (including, but not limited to, hazardous wastes), or substance likely to infiltrate the soil or groundwater, the use of the Property by SELLER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the Property by the SELLER or any prior owner or operator as a garbage dump or landfill.

This indemnification specifically includes any and all future or contingent demands, claims, liabilities, fines, fees, losses or expenses. This indemnification includes any and all attorneys fees and legal costs that may be reasonably incurred by the COUNTY.

FURTHER AFFIANT SAYETH NAUGHT.

R. KENT MOELLER, AS SUBSTITUTE TRUSTEE

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by R. KENT MOELLER, AS SUBSTITUTE TRUSTEE, who is personally known to me or who produced _____ as identification and who did take an oath.

Notary

Print Notary Name

Notary Public in and For the County
and State Aforementioned
My Commission No. _____

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY- F.S. 286.23(2)

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this ___ day of _____, 2005, for the sole purpose of compliance with Section 286.23(2) of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The name(s) and address(es) of the Grantor(s) of the before named real property is/are:

R. KENT MOELLER, AS SUBSTITUTE TRUSTEE

The names(s) and address(es) of every person having a beneficial interest in the above named real property that is the subject to negotiations for purchase by Seminole County, a political subdivision of the State of Florida is/are:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. **Additional Names and Addresses attached as Exhibit "1" (if any).**

FURTHER AFFIANT SAYETH NAUGHT

Signed, sealed and delivered
in our presences:

Print Name: _____

R. KENT MOELLER, AS SUBSTITUTE TRUSTEE

Print Name: _____

(STATE OF)
(COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by R. KENT MOELLER, AS SUBSTITUTE TRUSTEE who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Signature: _____

Print Notary Name: _____

Notary Public in and for the County
and State Aforementioned

My Commission Expires:

Notary Seal: