



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *N*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department  
David V. Nichols, P.E., Principal Engineer/Engineering *Duff 1-22-07*

DATE: January 18, 2007

SUBJECT: Purchase Agreement Authorization  
Owner(s): Robert C. Dabanian and Sherre V. C. Dabanian  
Parcel No. 115  
County Road 15

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This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 115. The parcel is required for the County Road 15 improvement project. The purchase price is \$46,000.00, with no fees or costs incurred by the property owners.

**I THE PROPERTY**

**A. Location Data**

The subject property is located along the west side of County Road 15 (Monroe Road) just north of unpaved Narcissus Avenue in a portion of unincorporated Seminole County.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

**B. Address**

420 Monroe Road  
Sanford, FL 32771

### **C. Description**

The property consists of 35,724 usable square feet of gross land area. The property is improved with a single-family residence built in 1965.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel No. 115, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

### **III ACQUISITION/REMAINDER**

The taking is a rectangular shaped parcel of land traversing along the frontage of County Road 15. The taking contains 4,970 square feet leaving a remainder of 30,754 square feet. Several improvements are within the taking including several mature trees.

### **IV APPRAISED VALUE**

The County's appraised value amount is \$40,100.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

### **V BINDING OFFER/NEGOTIATIONS**

On November 7, 2006, the BCC authorized a binding written offer at \$43,000.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owners to purchase the needed property for \$46,000.00.

The well-educated landowners have resided at the subject property for a number of years. They are upset about the number of trees that are to be removed within the take area eliminating the privacy enjoyed in the Before situation. During negotiation the property owners had the trees in the area of take surveyed and learned that the appraiser missed five (5) trees during the inspection. After referring to the appraisal prepared for the County and the values assigned to the other trees in the area of take, the Dabanians countered at \$46,000.00.

### **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

This proposed settlement amount, although \$3,000.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be

paid. The Dabanians preferred to deal directly with the County's acquisition consultant thereby eliminating the costs of hiring an attorney and experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$46,000.00, with no fees or expenses incurred by the property owners.

NN/dre

Attachments:

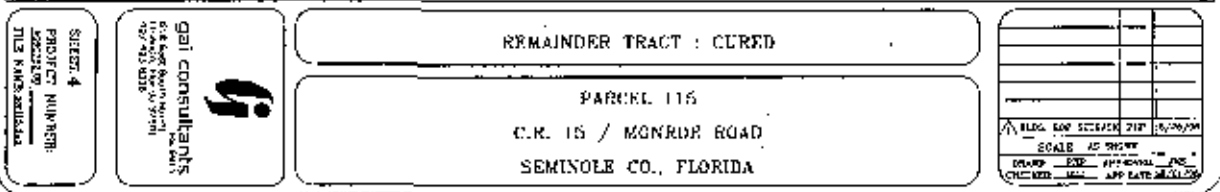
Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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ENCLOSURE 2

EXHIBIT C

PURCHASE AGREEMENT  
FEE SIMPLE

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

THIS AGREEMENT is made and entered into this 18 day of December, 2006, by and between ROBERT C. DABANIAN and SHERRE V. C. DABANIAN, whose address is, 420 Monroe Road, Sanford, Florida 32771-8875, 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, the COUNTY requires the hereinafter described property for a road project in Seminole County:

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 upon the following terms and conditions:

I. LEGAL DESCRIPTION

PARCEL NO. 115  
FEE SIMPLE

COUNTY ROAD 15

That portion of the South half of Lot B, less the North 165 feet, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot B, W. Beardall's Map of St. Joseph's; thence North 89°59'03" East, along the South line of said Lot B, a distance of 612.27 feet for a **POINT OF BEGINNING**; thence North 00°10'14" West, a distance of 157.32 feet to the South line of the North 165 feet of the South half of said Lot B; thence North 89°59'20" East, along said South line, a distance of 31.60 feet to the Westerly existing right-of-way line of County Road 15 and the East line of said Lot B; thence departing said South line, South 00°09'48" East, along said Westerly existing right-of-way line and said East lot line, a distance of 157.32 feet to the Southeast corner of said Lot B; thence departing said Westerly existing right-of-way line of County Road 15 and said East lot line, South 89°59'03" West, along the South line of said Lot B, a distance of 31.58 to the **POINT OF BEGINNING**.

Containing 4,970 square feet more or less.

Parcel I.D. Number:     16-19-30-5AC-0000-00B4

## **II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of FORTY-SIX THOUSAND AND NO/100 DOLLARS (\$46,000). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

## **III. CONDITIONS**

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the conveyance of further assurances.

(f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

**SIGNATURE BLOCK BEGINS ON PAGE 4**



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

WITNESSES:

Nancy Braumuller  
SIGNATURE

Nancy Braumuller  
PRINT NAME

Chanda Lennon  
SIGNATURE

Chanda Lennon  
PRINT NAME

WITNESSES:

Nancy Braumuller  
SIGNATURE

Nancy Braumuller  
PRINT NAME

Chanda Lennon  
SIGNATURE

Chanda Lennon  
PRINT NAME

ATTEST:

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

For the use and reliance of  
Seminole County only. Approved  
as to form and legal sufficiency.

County Attorney

PROPERTY OWNER:

Robert C. Dabanian  
ROBERT C. DABANIAN

PROPERTY OWNER:

Sherre V.C. Dabanian  
SHERRE V. C. DABANIAN

ADDRESS: 420 Monroe Road  
Sanford, FL 32771-8875

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

As authorized for execution by the  
Board of County Commissioners at its  
\_\_\_\_\_, 20\_\_, regular meeting.