



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 *PH*
 David V. Nichols, P.E., Principal Engineer/Engineering *DVN 1-22-07*

DATE: January 18, 2007

SUBJECT: Purchase Agreement Authorization
 Owner: Mary B. Ostrander
 Parcel No. 116
 County Road 15

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 116. The parcel is required for the County Road 15 improvement project. The purchase price is \$51,200.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located along the west side of County Road 15 (Monroe Road) 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

450 Monroe Road
Sanford, FL 32771

C. Description

The property consists of 42,797 square feet of gross land area. The property is improved with a single-family residence built in 1960.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel No. 116, 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 5,216 square feet leaving a remainder of 37,581 square feet. Several improvements are within the taking.

IV APPRAISED VALUE

The County's appraised value amount is \$41,300.00. 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 \$44,500.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$51,200.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$6,700.00 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. Ms. Ostrander has not hired an attorney or 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 \$51,200.00, with no fees or expenses incurred by the property owners.

NN/dre

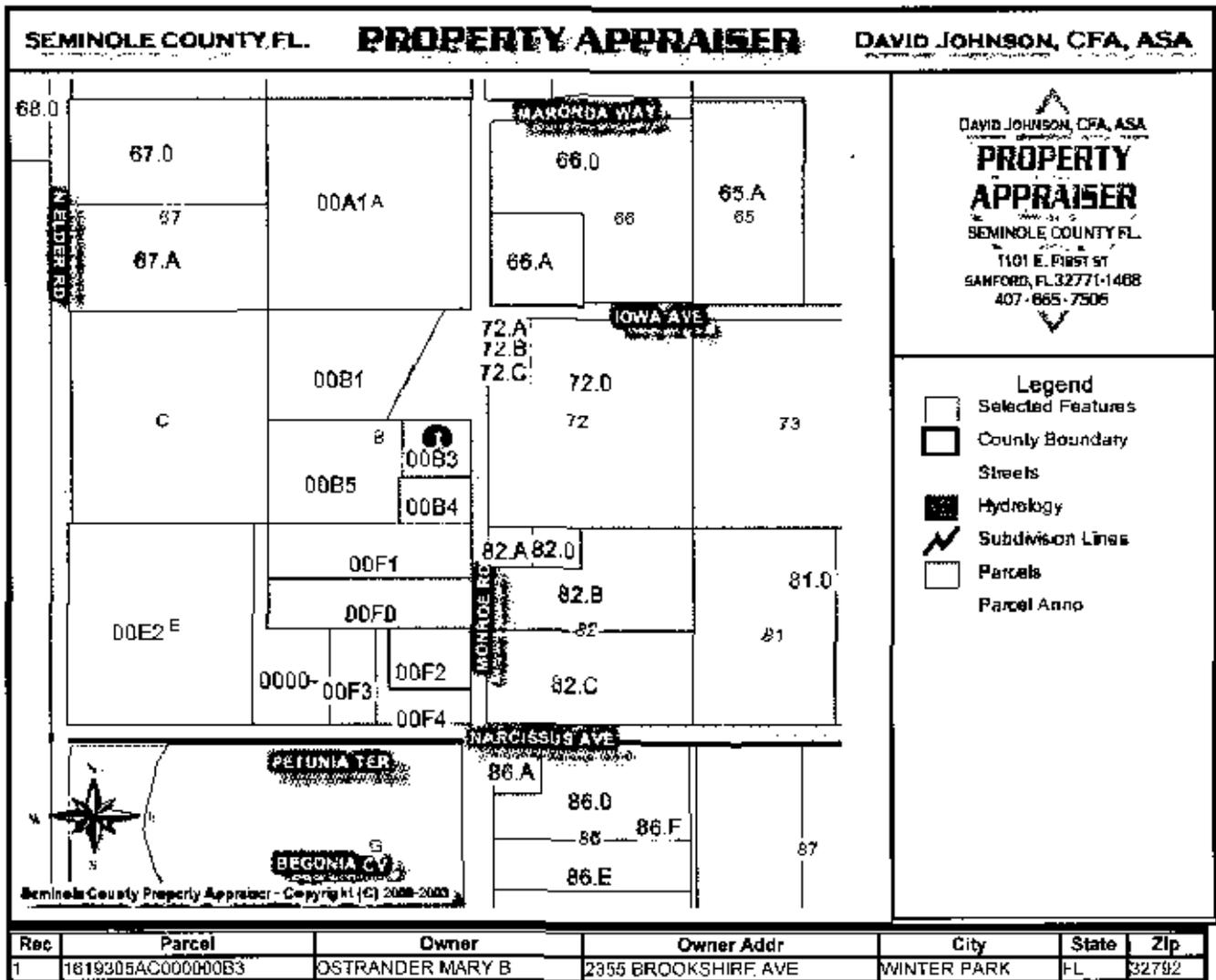
Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

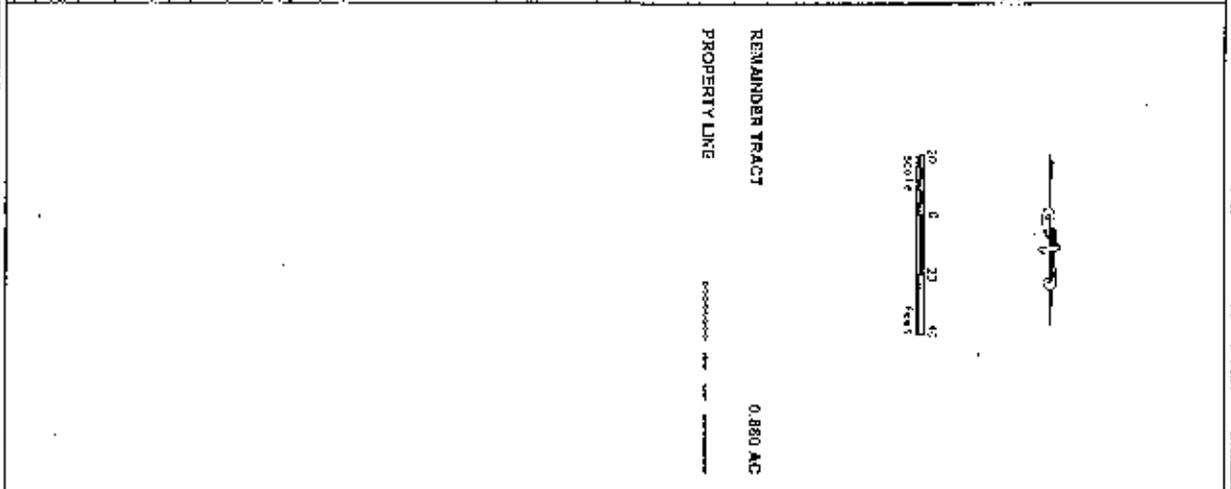
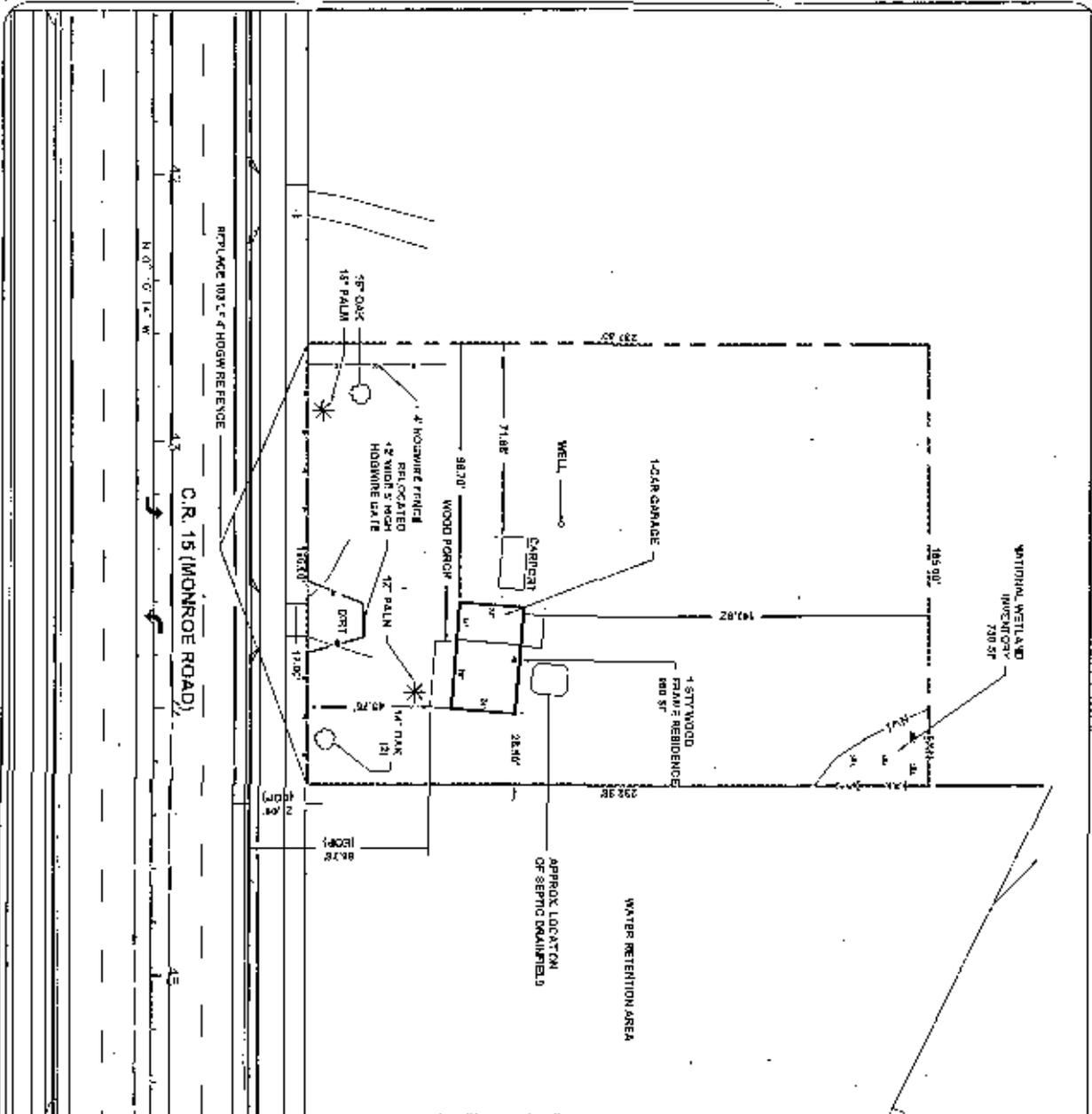
Purchase Agreement (Exhibit C)

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Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	18193054C000000B3	OSTRANDER MARY B	2355 BROOKSHIRE AVE	WINTER PARK	FL	32792

EXHIBIT A



SHEET 4
PROJECT NUMBER
DATE
FILE NAME PL 505



REMAINDER TRACT : CURED

PARCEL 116
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

DATE	DESCRIPTION	BY

SCALE: AS SHOWN
DRAWN BY: JPM APPROVED BY: JML
SHEET NO. 010 APP DATE: 10/20/11

EXHIBIT B

EXHIBIT C

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 19th day of December 2006, by and between MARY BYRNE OSTRANDER, whose address is, 2355 Brookshire Avenue, Winter Park, Florida 32792-4727, 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. 116
FEE SIMPLE**

COUNTY ROAD 15

That portion of the North 165 feet of the South half of Lot B, 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 643.85 feet to the Westerly existing right-of-way line of County Road 15 and the East line of said Lot B; thence North 00°09'48" West, along said Westerly existing right-of-way line and said East lot line, a distance of 157.32 feet to the South line of the North 165 feet of the South half of said Lot B for a **POINT OF BEGINNING**; thence departing said Westerly existing right-of-way line and said East lot line, South 89°59'20" West, along said South line, a distance of 31.60 feet; thence departing said South line, North 00°10'14" West, a distance of 165.00 feet to the North line of the South half of said Lot B; thence North 89°59'20" East, along the North line, a distance of 31.62 feet to said Westerly existing right-of-way line and said East lot line; thence departing said North line, South 00°09'48" East, along said Westerly existing right-of-way line and said East lot line, a distance of 165.00 feet to the **POINT OF BEGINNING**.

Containing 5,216 square feet more or less.

Parcel I.D. Number: **16-19-30-SAC-0000-00B3**

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 FIFTY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$51,200). 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:

Gael Sheffield
SIGNATURE

GAEL SHEFFIELD

PRINT NAME

Randolph G. Sheffield
SIGNATURE

Randolph G. Sheffield
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:

Mary B. Ostrander
MARY B. OSTRANDER

ADDRESS: 2355 Brookshire Avenue
Winter Park, FL 32792-4727

**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.

LESSEE CONSENT AND RELEASE AS TO PURCHASE AGREEMENT

WHEREAS, Seminole County, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, intends to construct improvements to County Road 15/Monroe Road (SR 46 to Orange Boulevard), abutting property owned by Mary B. Ostrander, hereinafter referred to as "OWNER", and improved with a single family improvement; and

WHEREAS, the COUNTY requires a part of the property owned by OWNER identified as Parcel No. 116, for construction of County Road 15/Monroe Road (SR 46 to Orange Boulevard); and

WHEREAS, the COUNTY and OWNER have agreed to settle all issues concerning the acquisition of Parcel No. 116, and in furtherance thereof have agreed to enter into a Purchase Agreement; and

WHEREAS, the resolution of this matter shall aid in the construction of improvements in an expedient and efficient manner, to the benefit of the Lessee doing business from the property,

NOW, THEREFORE, and in consideration of the above and for other valuable considerations, the below signed Lessee acknowledges and consents as follows:

1. Lessee understands and consents to the terms and conditions of the Purchase Agreement, a copy of which is attached and incorporated herein.
2. Lessee agrees that it will not seek any compensation of any nature from the COUNTY in relation to the acquisition of Parcel No. 116 from OWNER, including, but not limited to, severance damages, moving expenses, trade fixtures, removable personal property, business damages, and for any and all fees of any nature connected with this cause.
3. Lessee acknowledges that in executing this Consent Lessee has the right to seek independent counsel.

DATED this 21 day of December, 2006.

WITNESSES:

Norman Haig
SIGNATURE

NORMAN HAIG
PRINT NAME

Diane Fleckman
SIGNATURE

DIANE FLECKMAN
PRINT NAME

LESSEE:

Robert R. Anichew

ADDRESS: 450 Monroe Road
Sanford, FL 32771