



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Robert A. McMillan, County Attorney

From: Al Schwarz, Assistant County Attorney *AS*
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering Division *DVN*

Date: January 19, 2006

Subject: Settlement Authorization
Lake Drive Project
Parcel No. 137
Owner: Bernadette Doogarsingh, As Trustee
Seminole County v. Doogarsingh, et al.
Case No. 2004-CA-1982-13-K

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 137 on the Lake Drive project. The proposed mediated settlement at the total recommended sum of \$299,077.01 is inclusive of all land value, severance damage, statutory interest, statutory attorney's fees, and cost reimbursements. The total sum is allocated as follows:

\$230,000.00	land value, severance damage, and statutory interest
\$ 28,050.00	statutory attorney's fee; and
\$ 41,027.01	cost reimbursements.

I PROPERTY

A. Location Data. Parcel No. 137 consists of one parcel of land with frontage along Lake Drive and is located in unincorporated Seminole County, Florida. A location map depicting the location of the parcel is attached as Exhibit A.

B. Street Address. The property contains a residence located at 1926 Lake Drive. A sketch of Parcel No. 137 is attached as Exhibit B.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 and Resolution No. 2004-R-75 on April 13, 2004, authorizing the acquisition of Parcel No. 137 and finding that the Lake Drive road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on November 17, 2004, with title vesting in Seminole County on November 22, 2004, the date of the good faith deposit for this parcel in the amount of \$130,100.00.

III ACQUISITIONS AND REMAINDER

The fee acquisition of Parcel No. 137 totaled 15,539 gross square feet from a parent tract of 55,887 gross square feet leaving a remainder of 40,348 gross square feet.

IV APPRAISED VALUES

A. County Report. Clayton, Roper and Marshall, Inc., performed the County report:

The initial appraisal for Parcel No. 137 reported full compensation as of December 28, 2003 at \$120,900.00. The appraisal was updated for the order of take hearing and the value as of October 12, 2004 was opined to be \$130,100.00. The trial appraisal reported full compensation as of November 17, 2004, to be \$152,600.00 of which \$49,000.00 was for land, \$15,300.00 for improvements and \$88,300.00 for net damages.

B. Owner Report. The owner's report was prepared by Calhoun, Dreggors and Associates, Inc., as of November 17, 2004, to report full compensation as follows:

The owner's appraiser appraised the fee in two tracts for a total of \$310,800.00. For tract one, the appraiser opined the value at \$196,400.00 as full compensation of which \$22,900.00 was for land, \$12,800.00 for improvements and \$160,700.00 for damages. For tract two, he opined value at \$114,400.00 as full compensation of which \$49,700.00 was for land, \$0.00 for improvements and \$64,700.00 for damages.

V BINDING OFFERS/NEGOTIATION/ISSUES

The first written offer was \$145,000.00, which was exceeded by the trial appraisal obtained by the County.

This settlement was arrived at a mediation held on December 19, 2005. The trial was set for February 27, 2006.

The spread between the positions of the parties totaled \$79,100.00 (excluding interest) with a split between positions at \$231,700.00. Typically, juries tend to meet or exceed the difference in residential takings. A recent trial involving the County with a taking leaving the right of way within 2 feet of a house on the same project resulted in a jury verdict of over 65% of the split. The taking in regard to Parcel No. 137 leaves the right of way approximately 4 feet from the front of the residence. In fact, both appraisers damaged out the improvements in regard to Parcel No. 137. An additional issue in this case was the potential development of two lots per a County development order and the placement of septic as influenced by the mean high water mark. This proposed settlement at \$230,000.00 is below the split.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$28,050.00. The sum is statutorily computed based upon a settlement sum of \$230,000.00 less a written offer of \$145,000.00 to produce a benefit of \$85,000.00.

B. Cost Reimbursements. The claimed aggregated costs at \$48,033.58 are allocated as:

(1)	Surveys	\$ 5,175.00
(2)	Appraisal	\$17,980.00
(3)	Planners	\$16,752.63
(4)	Environmental Engineer	\$ 1,125.00
(5)	Title Expert	\$ 2,775.00
(5)	Engineer	\$ 3,600.20
(6)	Court Reporters	\$ 44.00
(7)	Exhibit Preparation	\$ 70.33
(8)	Miscellaneous	\$ 511.42
TOTAL:		<u>\$48,033.58</u>

In negotiation, several non-reimbursable office overhead costs were taken out and several expert claims were reduced as unnecessary and excessive. The negotiated cost settlement is allocated as follows:

(1)	Surveys	\$ 5,175.00
(2)	Appraisal	\$15,285.00
(3)	Planners	\$14,200.00
(4)	Environmental Engineer	\$ 1,012.50
(5)	Title Expert	\$ 2,000.00
(5)	Engineer	\$ 3,240.18
(6)	Court Reporters	\$ 44.00
(7)	Exhibit Preparation	\$ 70.33
(8)	Miscellaneous	\$ 0.00
TOTAL:		<u>\$41,027.01</u>

The negotiated cost reimbursement represents a reduction of approximately 15% from the total requested costs.

VI! COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this mediated settlement in the total aggregate sum of \$299,077.01 inclusive of land value, severance damage, statutory interest, statutory attorney's fees and cost reimbursements.

AHS/dre

Attachments

Exhibit A - Location map

Exhibit B - Parcel sketch

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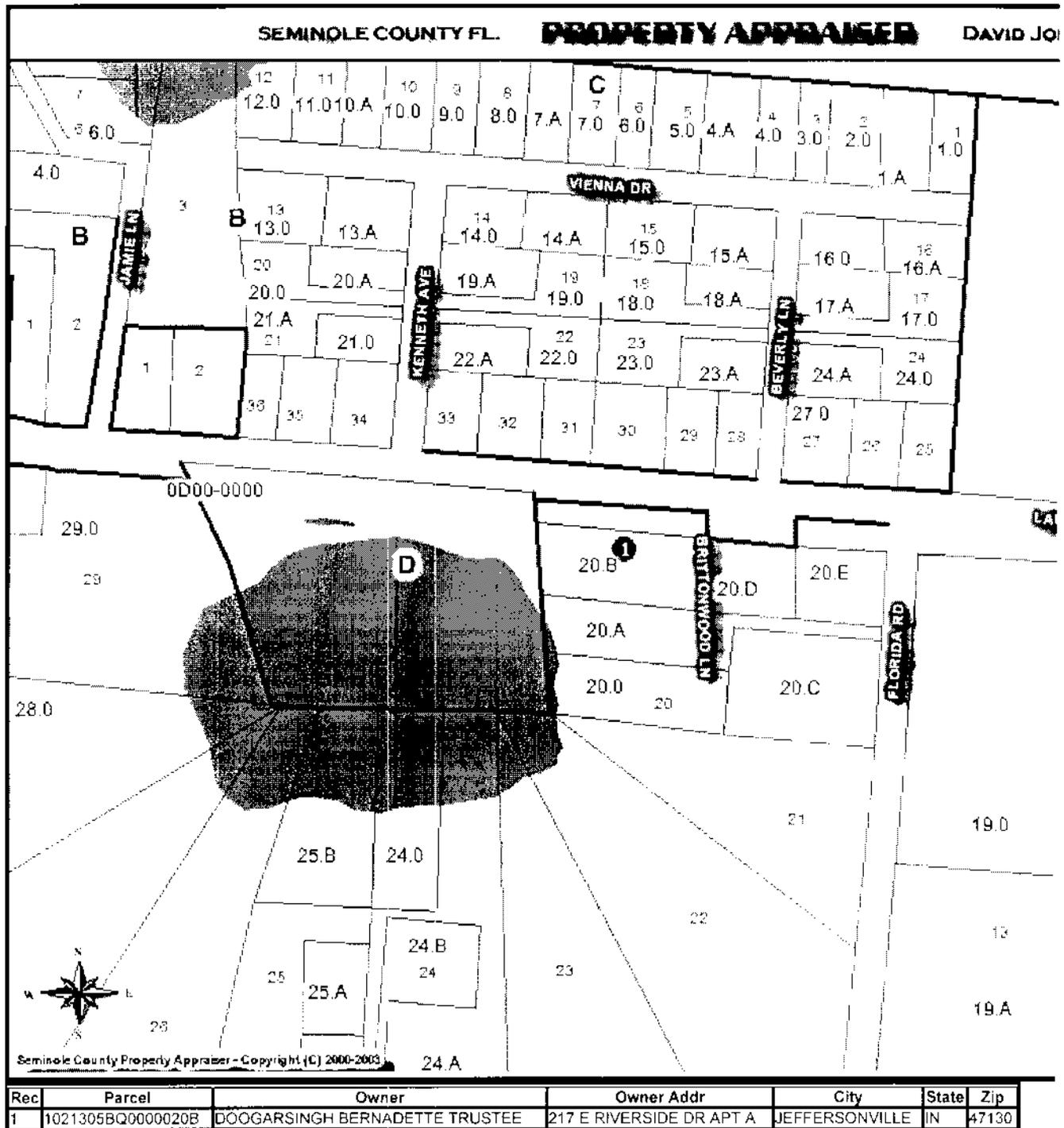


EXHIBIT A

