



CCAO 3

**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners
THROUGH: Stephen P. Lee, Deputy County Attorney
FROM: Lynn Vouis, Assistant County Attorney
DATE: February 11, 2003
RE: Extended Possession Authorization
Airport Boulevard Phase III
Parcel No. 111 (Helen Lee Stapler)

This memorandum requests authorization by the Board of County Commissioners and execution by the Chairman of an Agreement for Extended Possession for Parcel No. 111 on the Airport Boulevard Phase III road improvement project.

This property lies on the north side of Country Club Road, approximately 80 feet west of Airport Boulevard, in Seminole County. The street address is 2704 Country Club Road, Sanford, Florida 32771. The County acquired this property as a whole take and closed with the property owner on October 22, 2002. The owner had been leasing the property, a single family residence, to Mrs. Imogene Allen for approximately ten years at the rate of \$225.00 per month. Mrs. Allen has asked the County to extend possession of the property to her until April 30, 2003 to allow her to find alternative housing. Since the County does not plan to begin construction of the Airport Boulevard, Phase III project until summer, the extended possession of this property will not impact the schedule for this project.

RECOMMENDATION

County staff recommends that the BCC execute the Agreement For Extended Possession allowing Ms. Allen possession of the property until April 30, 2003.

LMV/sb

Attachment:
Agreement

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AGREEMENT FOR EXTENDED POSSESSION

THIS AGREEMENT is made and entered into this ___ day of _____, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and IMOGENE ALLEN, whose address is 2704 Country Club Road, Sanford, Florida 32771-3732, hereinafter referred to as ALLEN.

WITNESSETH:

WHEREAS, on October 22, 2002, COUNTY purchased the property located at 2704 Country Club Road, Sanford, Florida, hereinafter referred to as the PROPERTY as part of the Airport Boulevard, Phase III Road Improvement Project; and

WHEREAS, COUNTY intends to demolish the single family residence and out buildings located on the property; and

WHEREAS, ALLEN rented the PROPERTY from the former owner for a period of approximately ten years; and

WHEREAS, COUNTY is willing to allow ALLEN extended possession of the PROPERTY until April 30, 2003, in accordance with the terms of this AGREEMENT; and

WHEREAS, ALLEN is desirous of maintaining possession of the PROPERTY until April 30, 2003, and agrees that she will vacate the premises on or before that date;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, COUNTY and ALLEN agree as follows:

1. **RECITALS.** The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied.

2. **PROPERTY.** The PROPERTY subject to this Agreement is located at 2704 Country Club Road, Sanford, Florida 32771. A legal description of the PROPERTY is attached as Exhibit A to this Agreement.

3. **TERM.** The term of this Agreement shall be from the date of execution by the parties through April 30, 2003, unless earlier terminated as provided herein.

4. **RENT.** COUNTY agrees to allow ALLEN exclusive use of the property without payment of rent by ALLEN, in consideration of the fact that ALLEN agrees to vacate the premises in a timely manner, as provided for in this Agreement.

5. **USE OF PROPERTY.** ALLEN shall have the exclusive use of PROPERTY for use as a family residence during the term of this Agreement. ALLEN covenants that she will not use or permit PROPERTY to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or any ordinance of Seminole County, nor shall she permit any nuisance on the PROPERTY.

6. **MAINTENANCE OF PROPERTY.** COUNTY purchased PROPERTY "as-is" and has no actual knowledge of its current condition. To the extent permitted by law, pursuant to § 83.51, *Florida Statutes*, COUNTY has not and does not intend to provide the following:

- a) Extermination of pests, including termites;
- b) Locks and keys;
- c) Heat, air conditioning, hot water, running water; and
- d) Smoke detection devices.

7. **UTILITIES.** ALLEN shall during the term hereof be responsible for payment for electricity, sewage and water used and for the removal of rubbish from the PROPERTY. This AGREEMENT shall in no way obligate COUNTY as to the payment or non-payment of these items.

8. **ASSIGNMENT AND SUBLETTING.** ALLEN shall not assign or sublet the PROPERTY, or any part thereof.

9. **HOLD HARMLESS.** ALLEN agrees to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from use of the premises by ALLEN.

10. **CANCELLATION AND TERMINATION.** This Agreement may be terminated by ALLEN by vacating the premises at any time, upon notice to the COUNTY or, at the option of the COUNTY, immediately in the event any of the terms or covenants of this Agreement have been violated.

11. **SURRENDER OF POSSESSION.** ALLEN agrees to deliver up and surrender to the COUNTY possession of the PROPERTY at the expiration or termination of this Agreement. Any personal property not removed at this time shall be deemed to have been abandoned by ALLEN and may be retained or disposed of by COUNTY.

12. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the COUNTY or by the ALLEN shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, ALLEN has executed this Agreement For Extended Possession on the date set forth below.

WITNESSES:

Imogene Allen
IMOGENE ALLEN

Jerry Freeman
SIGNATURE

Jerry Freeman
PRINT NAME

ADDRESS:
2704 Country Club Road
Sanford, Florida 32771-3732

Sandra Carter
SIGNATURE

SANDRA CARTER
PRINT NAME

Date: 2/3/03

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 _____,
2003, regular meeting.

County Attorney
LMV/sb
Attachment:
Exhibit A
P:\USERS\CALV01\ALLEN LEASE AGREEMENT.DOC

RIGHT-OF-WAY FEE
PROJECT: Airport Blvd., Phase III
OWNER: Helen Lee Stapler

000008

R/W PARCEL NO.: 111
TAX I.D. NO.: 34-19-30-300-0150-0000
CONSULTANT: Southeastern Surveying & Mapping Corp.
FIDELITY FILE NO.: 95.03210

All of that property described in Official Records Book 2028, Page 1335 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 34, Township 19 South, Range 30 East,

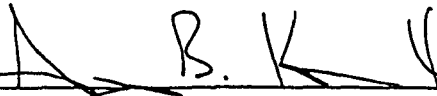
described as follows:

"From the Southeast corner of Section 34, Township 19 South, Range 30 East, Seminole County, Florida, run North along the Easterly line of said Section 34, 864.4 feet, thence run N. 89° 18' W. parallel with Country Club Road 105 feet to the point of beginning; thence run North 130.4 feet, thence run N. 89° 18' W. 93 feet, thence run South 69.4 feet, thence run S. 89° 18' E. 5 feet, thence run South 61 feet, thence run S. 89° 18' E. 88 feet to the point of beginning".

CONTAINING 11710 square feet, more or less.

The sketch for this description is shown on sheet 6, 7 & 23 of 28 on the right-of-way maps for Airport Blvd., Phase III.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards as set forth in Chapter 61G17-6 Florida Administrative Code.



Gary B. Krick
Florida Registered Land Surveyor #4245
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

3/9/99
Date

Southeastern Surveying & Mapping Corp.
925 S. Semoran Blvd., Suite 112
Winter Park, FL 32792
407-678-8729

EXHIBIT "A"