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COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *SL*

FROM: Lynn Vouis, Assistant County Attorney *LV*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *PH*  
 Kathleen Myer, Principal Engineer/Major Projects *KM*

DATE: March 9, 2004

SUBJECT: Purchase Agreement Authorization  
 Lake Drive Road Improvement Project  
*Judy Ann Beilke n/k/a Judy Carroll property*

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for the Lake Drive road improvement project, at the County's appraised value amount of \$15,600.00, with no fees, costs or expenses incurred.

**I THE PROPERTY**

**A. Location Data**

The property is located on the east side of Easton Way, approximately 464 feet north of Lake Drive in Seminole County.

- Location Map (Exhibit A)
- Sketch Map (Composite Exhibit B)
- Purchase Agreement (Exhibit C)

**B. Address**

1460 Easton Way  
Casselberry, FL

**II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 and First Supplemental and First Amended Resolution No. 2003-R-133 on August 26, 2003, authorizing the acquisition of the below referenced properties, and finding that the construction of the Lake Drive road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

### **III ACQUISITIONS AND REMAINDERS**

Parcel No. 171 consists of 450 square feet. Parcel No. 771, the temporary construction easement, is 157 square feet.

### **IV APPRAISED VALUES**

The County's appraised value amount is \$15,600.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser.

### **V BINDING OFFERS/NEGOTIATIONS**

The County has not yet extended a binding written offer to this property owner. The County's acquisition agents negotiated this proposed settlement offer.

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

The property owner has agreed to accept the County's appraised value amount for the acquisition.

### **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement at the County's appraised value amount of \$15,600.00, with no attorney's fees, expert costs or expenses incurred.

LV/la

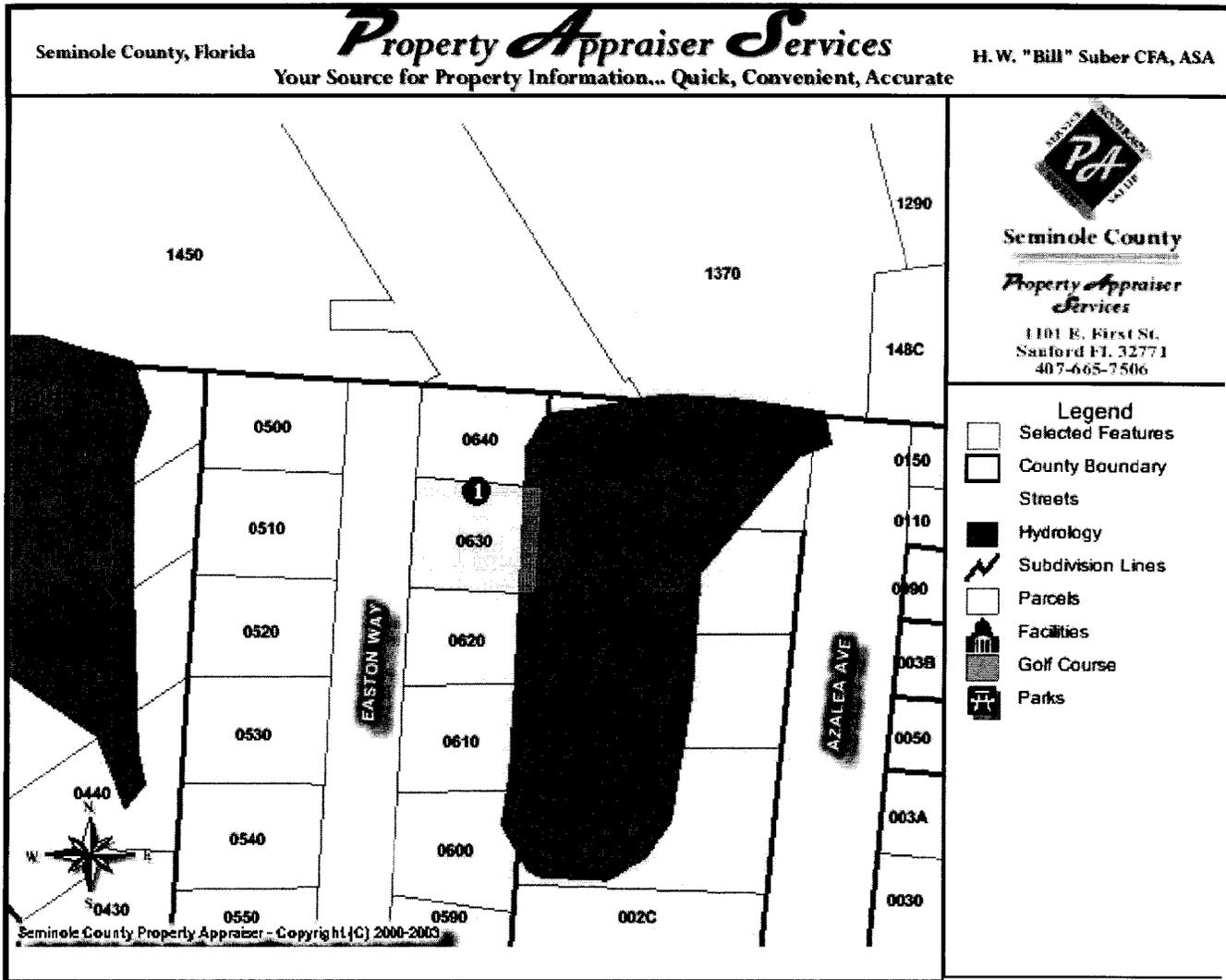
Attachments:

Location Map (Exhibit A)

Sketch Map (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\LVOUIS\SETTLEMENT MEMOS\  
LAKE DRIVE\AGENDA ITEM LAKE DRIVE 171 771.DOC



**Seminole County**  
**Property Appraiser Services**  
 1101 E. First St.  
 Sanford FL 32771  
 407-665-7506

- Legend**
- Selected Features
  - County Boundary
  - Streets
  - Hydrology
  - Subdivision Lines
  - Parcels
  - Facilities
  - Golf Course
  - Parks

Seminole County Property Appraiser - Copyright (C) 2000-2003

| Rec | Parcel           | Owner         | Owner Addr     | City   | State | Zip   |
|-----|------------------|---------------|----------------|--------|-------|-------|
| 1   | 1021305060000630 | BEILKE JUDY A | 376 TERRACE DR | OVIEDO | FL    | 32765 |

**EXHIBIT A**



**PURCHASE AGREEMENT**  
**FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this 17th day of February, 2004, by and between JUDY ANN BEILKE N/K/A JUDY CARROLL, whose address is 376 Terrace Drive, Oviedo, Florida, 32765, 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 construction and maintenance of an authorized 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 convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

**I.       LEGAL DESCRIPTION -**

See, attached Exhibit "A"

Parcel I.D. Number: 10-21-30-506-0000-0630

**II.       PURCHASE PRICE**

(a)       OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel No. 171, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 771 unto COUNTY for the sum of FIFTEEN THOUSAND SIX HUNDRED DOLLARS (\$15,600.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction on Parcel No. 771.

(b)       COUNTY shall only 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, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the 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 COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by 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 on this purchase. 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 the 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 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 properties 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 covenant 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) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Lake Drive road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(j) 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.

(k) The COUNTY shall be solely responsible for all of 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.

(l) 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.

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

WITNESSES:

Judy Lynn  
SIGNATURE  
Judy Lynn  
PRINT NAME

PROPERTY OWNER:

Judy Ann Beilke Carroll

Stephen D. Carroll Sr.  
SIGNATURE

ADDRESS: 376 Terrace  
Oviedo FL

Stephen D. Carroll Sr.  
PRINT NAME

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_, 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 \_\_\_\_\_,  
20\_\_\_, regular meeting.

[Signature]  
County Attorney

/  
/ /  
filename and path

**RIGHT-OF-WAY FEE SIMPLE**

**PROJECT:** Lake Drive

**OWNER:** Judy Ann Beilke

**R/W PARCEL NO.:** 171

**TAX I.D. NO.:** 10-21-30-506-0000-0630

**CONSULTANT:** Lochrane Engineering, Inc.

A part of Lot 63, A Replat of a part of Lots 1 and 2, Watts' Farms, according to the plat thereof recorded in Plat Book 15, page 22 and a part of that parcel of land described in Official Record Book 1626, page 1689 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

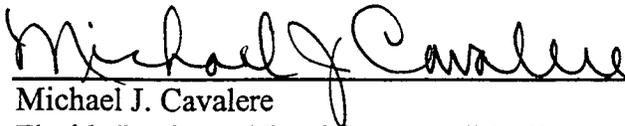
Begin at the Northeast corner of Lot 63, A Replat of a part of Lots 1 and 2, Watts' Farms, according to the plat thereof as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run  $S04^{\circ}58'48''W$  along the East line of said Lot 63 a distance of 33.98 feet; thence departing said East line run  $N32^{\circ}45'27''W$  a distance of 43.30 feet to a point on the North line of said Lot 63; thence run  $S84^{\circ}26'59''E$  along said North line a distance of 26.50 feet to the Point of Beginning.

Containing 450 square feet, more or less.

Subject to a 15 foot easement per A Replat of a Part of Lots 1 and 2 Watts' Farms Subdivision, according to the plat thereof as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida.

The sketch for this description is shown on sheets 2, 11, 12 and 32 of the right-of-way maps of Lake Drive.

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.

  
Michael J. Cavale

9-23-03

DATE

Florida Registered Land Surveyor # 3701

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER -

Lochrane Engineering, Inc.  
201 South Bumby Avenue  
Orlando, Florida 32803  
407-896-3317

**TEMPORARY CONSTRUCTION EASEMENT**

**PROJECT:** Lake Drive

**OWNER:** Judy Ann Beilke

**TEMPORARY CONSTRUCTION EASEMENT NO.:** 771

**TAX I.D. NO.:** 10-21-30-506-0000-0630

**CONSULTANT:** Lochrane Engineering, Inc.

A part of Lot 63, A Replat of a part of Lots 1 and 2, Watts' Farms, according to the plat thereof recorded in Plat Book 15, page 22, being a part of that parcel of land described in Official Record Book 1626, page 1689 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northeast corner of Lot 63, A Replat of a part of Lots 1 and 2, Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run S04°58'48"W along the East line of said Lot 63 a distance of 33.98 feet to a point on the New Right of Way line of Lake Drive as shown on Seminole County Right of Way Maps for Lake Drive, County Project No. PS-331; thence departing said East line run N32°45'27"W along said New Right of Way line a distance of 14.94 feet for a Point of Beginning; thence departing said New Right-of-Way line, run N86°33'40"W a distance of 15.02 feet; thence run N02°39'50"E a distance of 20.91 feet to the aforesaid New Right of Way line of Lake Drive; thence run S32°45'27"E along said New Right of Way line a distance of 25.91 feet to the Point of Beginning.

Containing 157 square feet, more or less.

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.

 9-23-03  
DATE

Michael J. Cavalere

Florida Registered Land Surveyor # 3701

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