



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

CCAO +

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
Kathleen Myer, Principal Engineer/Major Projects

DATE: February 18, 2003

RE: Purchase Agreement Acquisition Authorization
Lake Drive
Parcel No. 164
Owner: Orlando Patch & Seal

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 164 on the Lake Drive road improvement project at the County's appraised value of \$4,200.00 with no fees or costs incurred.

I THE PROPERTY

A. Location Data

The parent tract lies on the on the north side of Seminola Boulevard, approximately 200 feet west of Murphy Road in Winter Springs. The parent tract is a vacant commercial tract.

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

B. Address

N/A-Vacant commercial property.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 for the Lake Drive road improvement project, authorizing the acquisition of the above referenced property, 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 ACQUISITION/REMAINDER

Parcel 164 is a fee simple acquisition of 1,032 square feet. It is a rectangular strip take from the frontage of the 44,044 square foot parent tract.

IV APPRAISED VALUES

The County's appraised value for this fee simple acquisition is \$4,200.00.

V BINDING OFFERS/NEGOTIATIONS

N/A

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

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

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$4,200.00, with no fees or costs incurred.

LV/

2/11/03

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Attachments: (3)

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

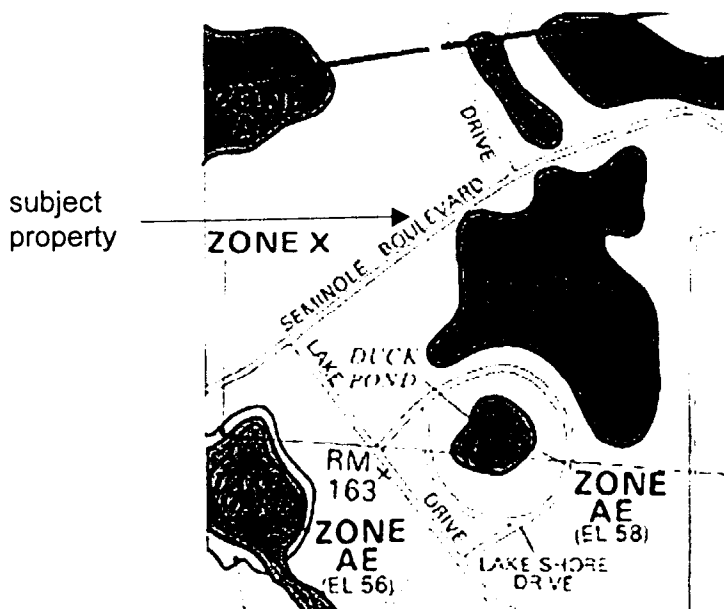
EXHIBIT A

District: CS (Commercial Service)
Jurisdiction: Casselberry
Land Use Plan Designation: Commercial

The reader is directed to the General Data and Sales Book, previously submitted, for the complete zoning and future land use descriptions.

FLOOD HAZARD STATEMENT

According to the FEMA Map, Community Panel No. 12117C-0145-E, having an effective date of April 17, 1995, the subject is not located within a flood hazard area.



REAL ESTATE TAX INFORMATION

The subject property is currently assessed for ad valorem taxes by the Seminole County Appraiser's Office. The assessment for real estate taxes purposes is made as of January 1 of each year. The Seminole County Board of Commissioners set the millage rate to be used in calculating the tax bill in September or October of each year. The County Tax Collector issues the tax bills providing for a 4% discount for payment in November, a 3% discount for payment in December, a 2% discount for payment in January, and a 1% discount for payment in February. All tax bills are delinquent after March 31 of each year. Verification with the Seminole County Tax Collector's Office indicated that there are no delinquent real estate taxes associated with the subject property. The 2001 assessment and millage rate associated with the subject property are shown on the table on the following page. The indicated valuation and tax burden associated with the subject property is deemed to be within the range normally associated with property of the subject's type.

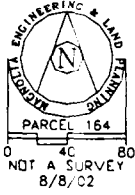
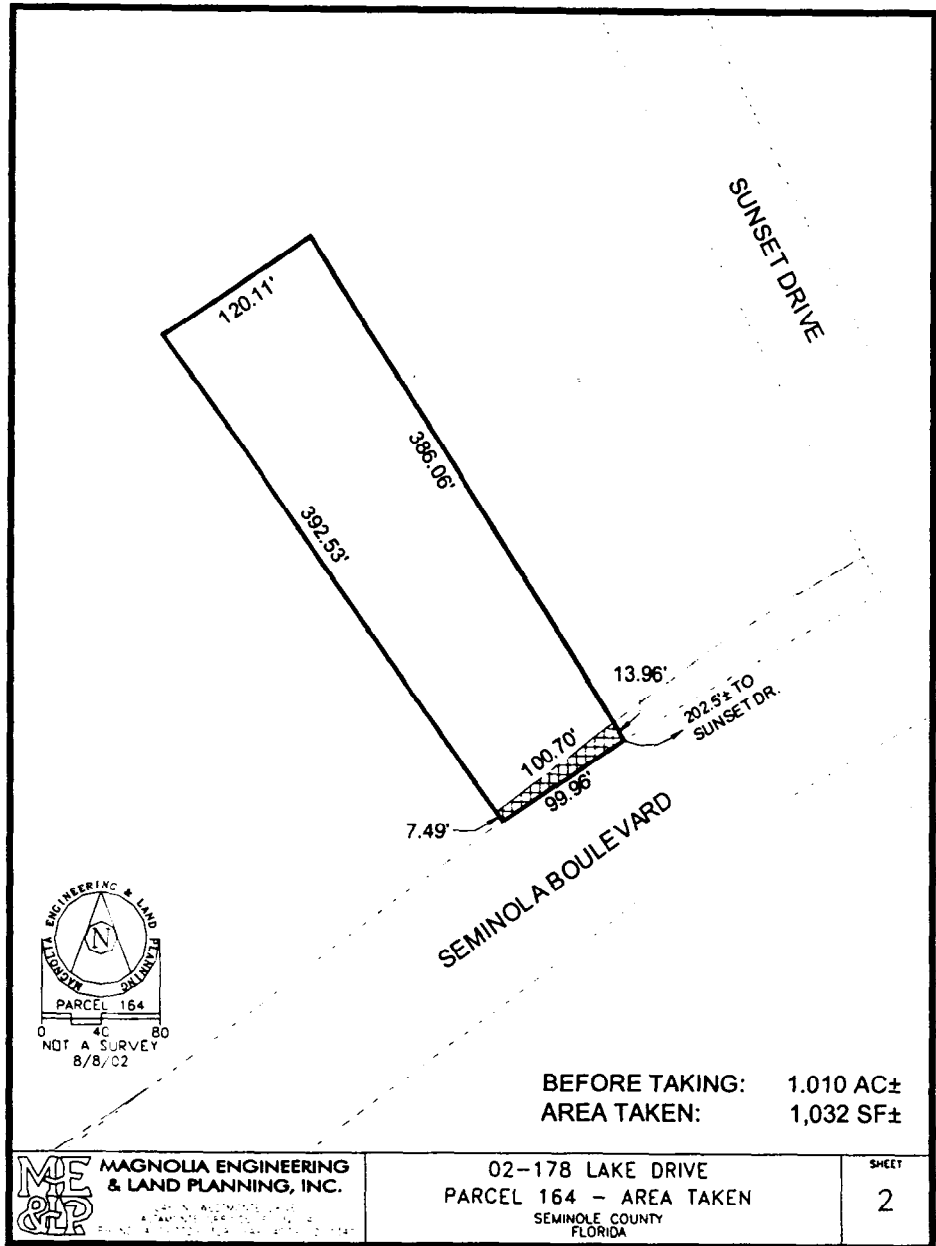
EXHIBIT B

PARCEL 164

Area of Whole
44,044 SF

Area of Taking
1,032 SF (total)

Area of Remainder
43,012 SF



ME & LP MAGNOLIA ENGINEERING & LAND PLANNING, INC.
1000 W. WINDY HILL ROAD
 SUITE 1000
 TAMPA, FLORIDA 33607
 PHONE: 813-973-1111 FAX: 813-973-1112

02-178 LAKE DRIVE
 PARCEL 164 - AREA TAKEN
 SEMINOLE COUNTY
 FLORIDA

SHEET
 2

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 25th day of January, 2003, by and between Orlando Patch and Seal, Inc., a Florida corporation, whose address is c/o Melissa Wells, Registered Agent, 702 Temple Way, Winter Springs, Florida 32708, 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: See attached "Exhibit A"

PROPERTY TAX I.D. NO.: 09-21-30-5BM-0B00-0310

R/W PARCEL NO.: 164

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 FOUR THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$4,200.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(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) OWNER represents and warrants that the property is not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or dumpsite. OWNER further represents and warrants that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(f) OWNER represents and warrants that the property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(g) COUNTY shall have the right, prior to each closing, to come upon the Parcel at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If COUNTY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. COUNTY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(h) OWNER shall indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the property by OWNER (or any prior owner(s) or operator(s)) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the property by OWNER or any prior owner(s) or operator(s) as a garbage dump or landfill.

(i) 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.

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

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

(l) 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.

(m) 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 names on the date first above written.

WITNESSES:

Ami Lyn Shroyer
SIGNATURE

Ami Lyn Shroyer
PRINT NAME

Tammy Wells
SIGNATURE

Tammy Wells
PRINT NAME

ORLANDO PATCH AND SEAL, INC.
a Florida corporation

BY: Melissa Wells

PRINT NAME: Melissa Wells

TITLE: C.E.O.

ADDRESS: 702 Temple Way
Winter Springs, FL 32708

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Daryl G. McLain, Chairman

Date: _____

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

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

[Signature]
County Attorney

000051

RIGHT-OF-WAY FEE SIMPLE**PROJECT:** Lake Drive**OWNER:** Fausto G. Dasilva, A Married Man, Joaquim G. Dasilva, A Married Man, and Joaquim G. Dasilva, A Single Man**R/W PARCEL NO.:** 164**TAX I.D. NO.:** 09-21-30-5BM-0B00-0310**CONSULTANT:** Lochrane Engineering, Inc.

A part of Lot 31, Block "B", Sportsman's Paradise, according to the plat thereof recorded in Plat Book 8, pages 12 and 13 and a part of that parcel of land described in Official Record Book 2031, Page 1066 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 Southwest corner of Lot 31, Block "B", Sportsman's Paradise, according to the Plat thereof, as recorded in Plat Book 8, Pages 12 and 13, Public Records of Seminole County, Florida; thence N35°16'25"W along the West line of said Lot 31 a distance of 7.49 feet; thence, departing said West line, N52°29'26"E a distance of 100.70 feet to a point on the East line of said Lot 31; thence S32°23'18"E along said East line a distance of 13.96 feet to the Northerly Right of Way line of Seminola Boulevard as shown and recorded in said Plat of Sportsman's Paradise, being curved concave Southeasterly and having a radius of 1985.08 feet; thence, from a chord bearing of S56°10'09"W, run along said Northerly Right of Way line an arc length of 99.96 feet through a central angle of 02°53'07" to the Point of Beginning.

Containing 1032 square feet, more or less.

The sketch for this description is shown on sheets 2 and 5 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. Cavallere

3/12/01
 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

EXHIBIT "A"