

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Clem Sale Agreement --Natural Lands

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Craig Shadrix **EXT.** 7343

Agenda Date	03/23/04	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

Authorization and approval of attached agreement with Roger and Peggy Clem to settle property boundary dispute.

(District #2: Morris)

BACKGROUND:

In 2000 Seminole County acquired approximately 618 acres known as the Tilden Groves Parcel. Subsequent to the County acquiring the property, an adjacent property owner, Roger and Peggy Clem at 2490 Genova Woods Court, disputed the County's boundary survey. For the Board's information, in this area, boundary disputes have not been uncommon. The dispute regards a small piece of the property that is approximately 1.3 acres.

Numerous discussions with the owners regarding the dispute have resulted in a proposal by the Clems to purchase the 1.3 acres in question from Seminole County. The value of the 1.3 acre piece based upon property values and administrative costs is estimated at seven thousand, five-hundred dollars (\$7,500.00). The attached agreement will allow the County to resolve the issue by selling the 1.3 acres to the Clems for that amount. Due to the minimal impacts, staff recommends authorization and approval of the attached agreement.

Attachments:
Sale agreement

Reviewed by:	
Co Atty:	<u>SPL</u>
DFS:	_____
Other:	_____
DCM:	<u>SS</u>
CM:	<u>RB</u>
File No.	<u>cpdc01</u>

AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of FEBRUARY, 2004, between and among ROGER W. CLEM AND PEGGY D. CLEM, husband and wife, whose address is 2490 GENOVA DRIVE, OVIDEDO, FL 32765, hereinafter referred to as "BUYERS", 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."

W I T N E S S E T H:

WHEREAS, BUYERS own a certain parcel of real property located in Seminole County which is adjacent to property owned by the COUNTY; and

WHEREAS, there is a dispute between BUYERS and the COUNTY regarding the location of the boundary line between the properties owned by each; and

WHEREAS, the parties wish to settle and resolve this dispute by BUYERS purchasing the disputed area from the COUNTY; and

WHEREAS, the COUNTY has a good faith estimate of the value of the disputed property prepared by an independent appraiser which establishes the value at seven thousand five hundred dollars (\$7,500.00); and

WHEREAS, there are no other property owners adjacent to the disputed property; and

WHEREAS, the Board of County Commissioners finds and determines that the size, shape, location and value of the

disputed property are such that the disputed property cannot be used by anyone other than the BUYERS; and

WHEREAS, Section 125.35(2), Florida Statutes (2003) authorizes a private sale of the property under the conditions stated above.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained and other good and valuable considerations, the parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement, and are incorporated herein by this reference.

SECTION 2. SUBJECT PROPERTY. The property which is the subject matter of this agreement is legally described on the attached exhibit A, which exhibit is incorporated herein by this reference (the "Disputed Property").

SECTION 3. AGREEMENT TO SELL AND PURCHASE. BUYERS agree to purchase and the COUNTY agrees to sell the Disputed Property for seven thousand five hundred dollars (\$7,500.00), all in accordance with the terms of this Agreement.

SECTION 4. TERMS OF SALE. The terms of the purchase and sale are as follows:

A. Conveyance shall be by standard County deed in accordance with section 125.411, Florida Statutes (2003), however, in accordance with Section 270.11(1), Florida Statutes (2003), the COUNTY has chosen NOT to reserve any interest in the phosphate, minerals, and metals that are or may be in, on or under the above described land, any interest

in the petroleum that is or may be in, on or under the above described land or the privilege to mine and develop the same.

B. BUYERS may, at their own cost and expense, perform a title search and obtain title insurance. Should the title search reveal any defects then the COUNTY may, but shall not be obligated to, attempt to cure same.

C. BUYERS may perform any inspections they wish, however, the Disputed Property is being sold "as-is" with no warranties or representations regarding the condition of thereof.

D. BUYERS shall take title subject to: zoning; restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing of record; public utility easements of record, and taxes for all subsequent years.

E. Closing shall be held at the Office of the Seminole County Attorney, or such other office as the County Attorney may direct. The closing shall take place no later than forty five (45) days after approval of this Agreement by the Board of County Commissioners.

F. State documentary stamps which are required to be affixed to the deed(s) and other instrument(s) of conveyance shall be paid by the BUYERS. The costs of recording any and all corrective instruments shall be paid by BUYERS (See, Section 201.01, Florida Statutes). BUYERS shall pay all costs of recording the deeds of conveyance, including state

documentary stamp taxes, as well as any and all other closing costs.

G. BUYERS shall prepare all closing documents except the County deed which shall be prepared by the COUNTY.

H. Payment shall be made by a cashier's, certified or bank check made payable to Seminole County.

SECTION 5. TERMINATION. BUYERS may terminate this Agreement at any time before closing by providing written notice to the COUNTY. In the event of termination by BUYERS then neither party shall have any further duties or obligations to the other under this Agreement.

SECTION 6. NOTICE.

(a) Any notice required or desired of either party hereunder to be given to the other shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

TO BUYERS:

W. Jeffry Stein, Esq.
1420 Alafaya Trail, Suite 101
Oviedo, Florida 32765

TO THE COUNTY:

J. Kevin Grace, County Manager
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

(b) All notices shall be in writing and delivered by hand-delivery or certified mail, return receipt requested, unless waived, in writing.

(c) Notices shall be deemed effective upon receipt.

SECTION 7. APPLICABLE LAW VENUE.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 8. TIME IS OF THE ESSENCE. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 9. ENTIRE AGREEMENT/CONTINUING EFFECT/EFFECT UPON OTHER AGREEMENTS.

(a) This Agreement constitutes the entire agreement between the parties as to the matters set forth herein and supersedes all previous understandings, discussions and agreements to the contrary as to the matters set forth herein whether oral, expressed or implied.

(b) No variations, modifications, amendments or changes shall be binding upon the parties unless set forth in an agreement executed by both parties of equal dignity herewith.

SECTION 10. NON-WAIVER. No consent or waiver, expressed or implied, by a party hereto, to or of any breach or default of any other party hereto, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that

party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of any party hereto to complain of any act or failure to act on the part of any other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 11. CONSTRUCTION.

(a) This Agreement shall not be construed against the COUNTY on the basis of it being the initial drafter of the Agreement. The parties agree that all played an equal part in negotiating and drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

(d) The provisions of this Agreement are not severable.

SECTION 12. FURTHER ASSURANCES.

Each party hereby agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 13. AUTHORITY TO EXECUTE.

Each party represents and warrants to the other parties that all required approvals, governmental actions or delegations of corporate authority have been secured in order for each party to be bound by the person executing this agreement on its behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESSES:

BUYERS

Kelly Ingram
Print Name Kelly Ingram

Roger W. Clem
ROGER W. CLEM

Amber N. Campbell
Print Name Amber N. Campbell

Date: 2/13/04

Kelly Ingram
Print Name Kelly Ingram

Peggy D. Clem
PEGGY D. CLEM

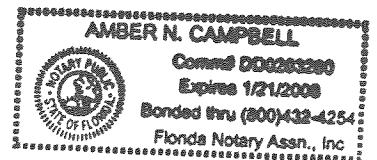
Amber N. Campbell
Print Name Amber N. Campbell

Date: 2/13/04

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

13th The foregoing instrument was acknowledged before me this day of February, 2004, by ROGER W. CLEM AND PEGGY D. CLEM, who are personally known to me or who have produced Florida Drivers Licenses as identification and who did/did not take an oath.

Amber N. Campbell
Print Name
Notary Public in and for the
County and State Aforementioned
My commission expires:



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.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2004, regular meeting.

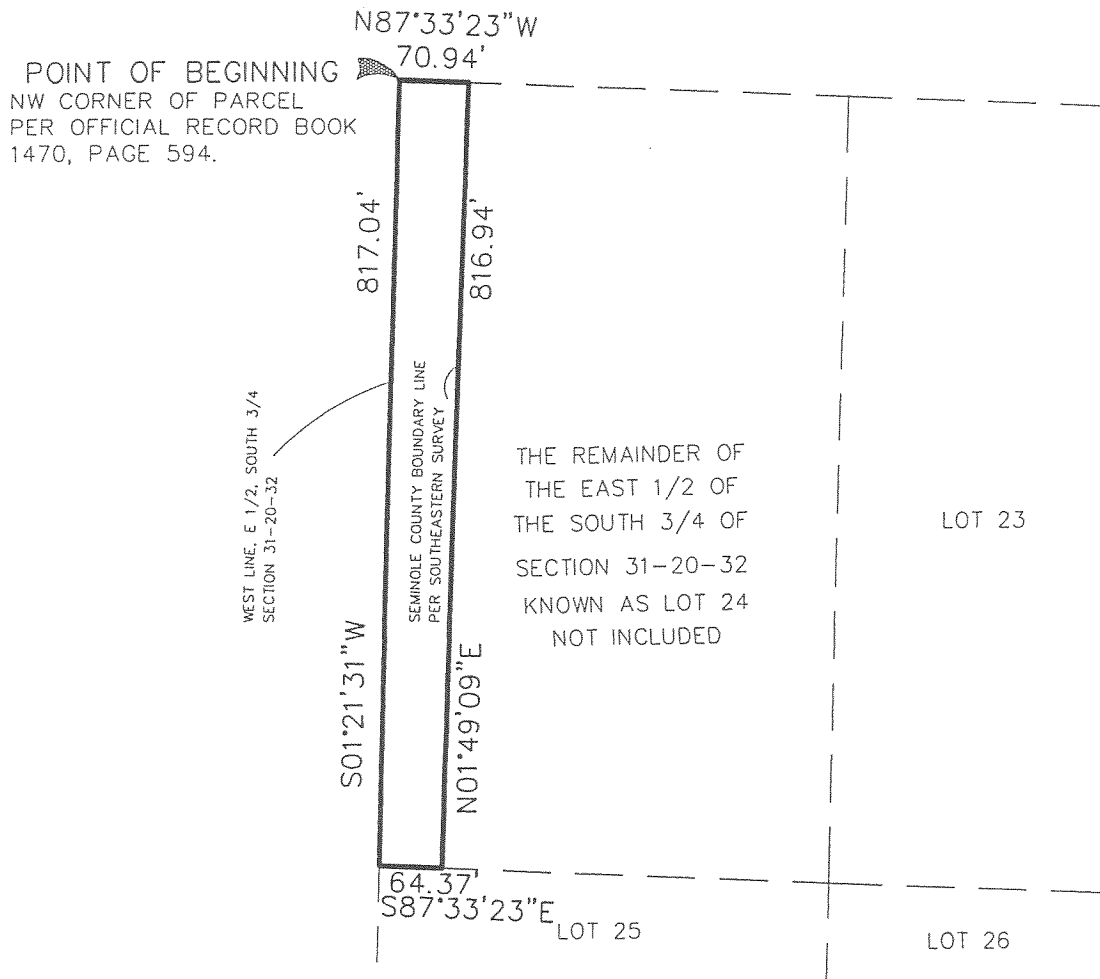
County Attorney

SKETCH OF DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2, OF THE SOUTH 3/4, OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 32 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 1470, PAGE 594, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN

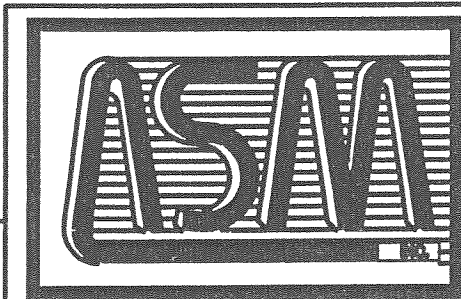
THENCE S01°21'31"W, ALONG THE WEST LINE OF SAID EAST 1/2, 817.04 FEET, THENCE LEAVING SAID WEST LINE RUN THENCE S 87°33'23"E, ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORD BOOK, 64.37 FEET, THENCE LEAVING SAID SOUTH LINE RUN N01°49'09"E, ALONG THE WEST LINE OF THE EAST 1/2, OF THE SOUTH 3/4, AS DEFINED IN A SURVEY BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, FOR SEMINOLE COUNTY, JOB #4631-1667, 816.94 FEET, TO THE NORTH LINE OF THE PARCEL, AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 1470, RUN THENCE ALONG SAID NORTH LINE N87°33'23"W 70.94 FEET, TO THE POINT OF BEGINNING.

CONTAINING 55266.0 SQUARE FEET MORE OR LESS



LEGAL DESCRIPTION PREPARED FOR:
ROGER AND PEGGY CLEM

THIS IS NOT A SURVEY
THIS IS A LEGAL DESCRIPTION ONLY



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(DATE:) 1/10/96
SCALE: 1" = 200 FEET
APPROVED BY: GKB
JOB NO. ASM13520
DRAWN BY: BEK

REVISED: _____

THE LEGAL DESCRIPTION SHOWN
WAS PREPARED BY:

Galen K. Bell 01/28/04
GALEN K. BELL, PSM #4224 FOR THE FIRM DATE

EXHIBIT "A"