



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

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

FROM: Lynn Vouis, Assistant County Attorney *L*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *PH*
Kathleen Myer, Principle Engineer/Engineering Division *KM*

DATE: March 24, 2003

SUBJECT: Purchase Agreement Settlement Authorization
East Lake Mary Boulevard IIB
Owners: Lewis and Carolyn Hughey
Parcel No. 205

This Memorandum requests purchase agreement authorization by the Board of County Commissioners (BCC) for Parcel No. 205 on the East Lake Mary Boulevard IIB road improvement project for \$4,000.00, with no attorney's fees or expert costs incurred.

I THE PROPERTY

A. Location Data

The property is located just north of the 20' dirt road known as Sand Dollar Road, in unincorporated Seminole County. The land is an agriculturally zoned vacant hiatus tract.

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

B. Address

N/A – Vacant agricultural property.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 for the East Lake Mary Boulevard IIB road improvement project, authorizing the acquisition of the above-referenced property, and finding that the construction of the East Lake Mary Boulevard IIB 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 No. 205 is a fee simple acquisition of 9,528 square feet. The acquisition is a whole take.

IV APPRAISED VALUE

The County's appraised value for this fee simple acquisition is \$3,400.00.

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 APPRAISED VALUES/COST AVOIDANCE/ANALYSIS

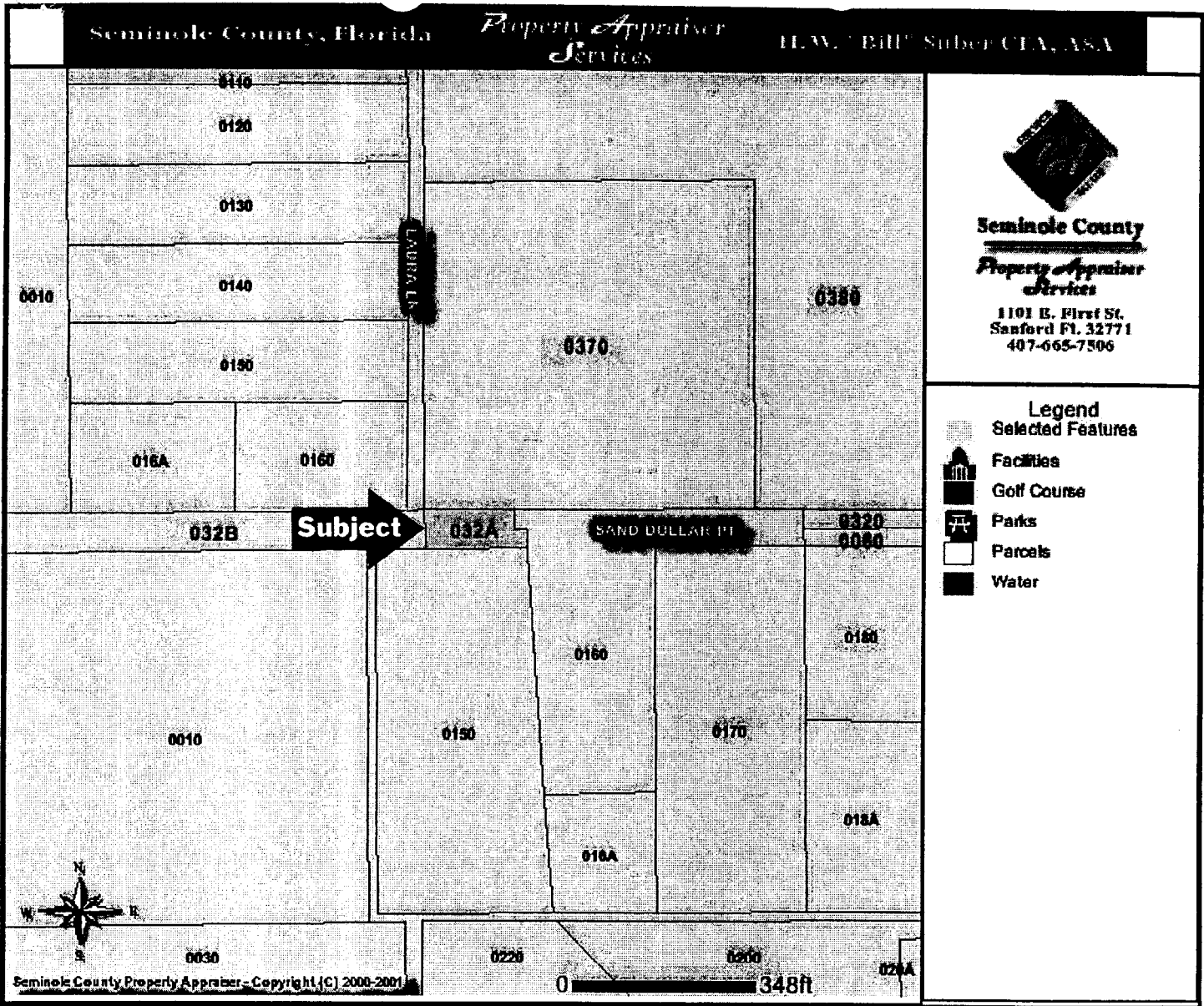
The County's appraised value for this acquisition is \$3,400.00. The Hughey's believe the appraisal's value is low, and they presented a counteroffer to the County's acquisition agents of \$4,000.00. The Hughey's are adamant that they will accept no less than this amount and have stated they will retain counsel if they don't receive it. Since their counteroffer is not unreasonable, it makes sense from a cost avoidance standpoint for the County to accept it.

VII RECOMMENDATION

County staff recommends that the BCC approve and execute the Purchase Agreement in the amount of \$4,000.00, with no attorney fees or expert's costs included.

LV/sb

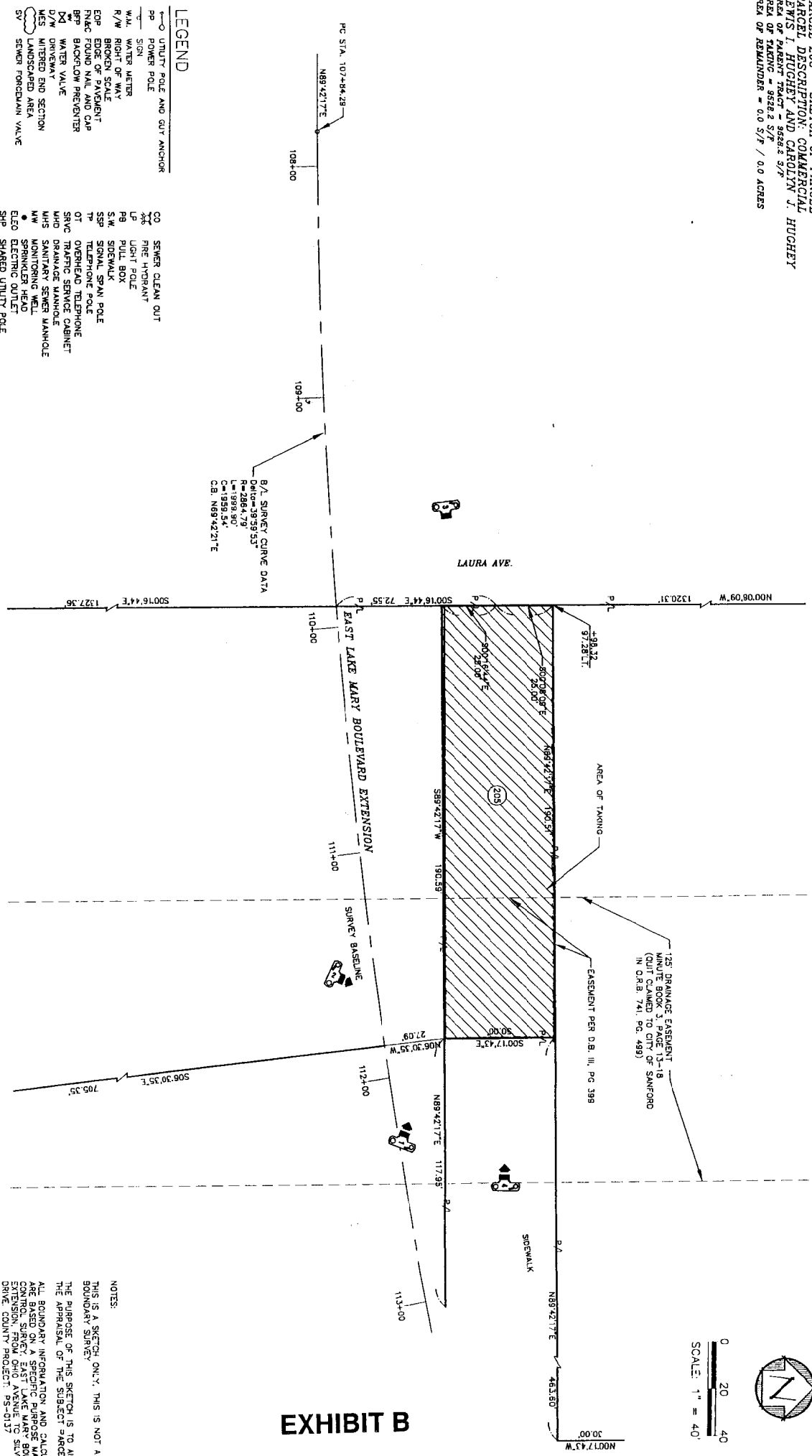
P:\USERS\CALV01\MYDOCS\MEMOAGENDA ITEM ELMB IIB P 205 HUGHEY.DOC



Rec	Parcel	Owner	Street Address
1	082031300032A0000	HUGHEY LEWIS I & CAROLYN J	KENTUCKY EXT ST

EXHIBIT A

EAST LAKE MARY BOULEVARD EXTENSION
 SEMINOLE COUNTY, FLORIDA
 PARCEL 205 - SKETCH OF PARCEL
 PARCEL DESCRIPTION: COMMERCIAL
 LOTS 1, HUGHLEY AND CAROLYN J. HUGHLEY
 AREA OF TAKING - 9528.2 S/F
 AREA OF REMAINDER - 0.0 S/F / 0.0 ACRES



LEGEND

- UTILITY POLE AND GUY ANCHOR
- P POWER POLE
- S SIGN
- W.M. WATER METER
- R/W RIGHT OF WAY
- BROKEN SCALE
- EOP. EDGE OF PAVEMENT
- R.R.C. ROUND NAIL AND CAP
- B.G.P. BACKFLOW PREVENTER
- D.W. WATER VALVE
- D/W DRIVEWAY
- M.S. METERED END SECTION
- L.A.S. LANDSCAPED AREA
- S.V. SEWER FOREDRAIN VALVE
- CO SEWER CLEAN OUT
- F.H. FIRE HYDRANT
- L.P. LIGHT POLE
- P.B. PULL BOX
- S.M. SIDEWALK
- S.P. STOP SIGN
- S.P. TELEPHONE POLE
- O.T. OVERHEAD TELEPHONE
- S.R.V.C. TRAFFIC SERVICE CABINET
- M.H.D. DRAINAGE MANHOLE
- M.S. SANITARY SEWER MANHOLE
- M.W. MONITORING WELL
- S.P.R. SPRINKLER HEAD
- E.L.O. ELECTRIC OUTLET
- S.H.P. SHARED UTILITY POLE

KEY	DATE	REVISIONS

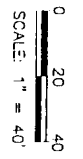
SKETCH DATE: 10/13/02
 FIELD BOOK/PAGE: N/A
 OFFICE ADDRESS: 2711 W. UNIVERSITY BLVD., SUITE 100, TAMPA, FLORIDA 33603
GORDONSTONE
 LAND SURVEYING, INC.
 PHONE: (850) 866-7100
 FAX: (850) 891-8933

PROJECT: EAST LAKE MARY BOULEVARD EXTENSION - SEMINOLE COUNTY - PARCEL 205
 SKETCH OF PARENT TRACT & AREA OF TAKING

CLIENT: THE SPRIEY GROUP, INC.
 JOB NO.: TSG02205
 SHEET NO.: 2 of 2

NOTES:
 THIS IS A SKETCH ONLY. THIS IS NOT A BOUNDARY SURVEY.
 THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL.
 ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LA DRIVE COUNTY PROJECT: PS-0137

EXHIBIT B



PURCHASE AGREEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 22nd day of February, 2003, by and between Lewis I. and Carolyn J. Hughey, whose address is P.O. Box 700, Osteen, FL 32764, 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 Exhibit "A"

Property Appraiser's Parcel Identification Number: 08-20-31-300-032A-0000

II. PURCHASE PRICE

Handwritten:
4000.00
[Signature]

- (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 ~~THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00)~~. 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.

EXHIBIT C

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) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the 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 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.
- (h) 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:

[Signature]
SIGNATURE
William R. Woodley
PRINT NAME

[Signature]
SIGNATURE
Carolyn J. Huggins
PRINT NAME

ADDRESS: 871 Osceola Maytown Rd.
Osteen, FL

SIGNATURE

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.

County Attorney

RIGHT-OF-WAY FEE SIMPLE

PROJECT: East Lake Mary Boulevard Extension

OWNER: Lewis I. Hughey and Carolyn J. Hughey, his wife

TITLE SEARCH NO.: 205

R/W PARCEL NO.: 205

TAX I.D. NO.: 08-20-31-300-032A-0000

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN THE WARRANTY DEEDS RECORDED IN OFFICIAL RECORD BOOK 1367, PAGE 760 AND OFFICIAL RECORD BOOK 951, PAGE 1898 AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 31 EAST; ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST, AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 0055988, THENCE RUN N89°42'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1332.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 FOR THE POINT OF BEGINNING; THENCE RUN N00°08'09"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE RUN N89°42'17"E ALONG SAID NORTH LINE A DISTANCE OF 190.51 FEET TO A POINT ON A LINE PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 AT THE POINT OF INTERSECTION OF THE EAST LINE OF LOT 15 OF PALMER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE SOUTH LINE OF THE NORTH 25.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE RUN S00°17'43"E A DISTANCE OF 50.00 FEET TO SAID POINT OF INTERSECTION; THENCE RUN S89°42'17"W ALONG THE SOUTH LINE OF THE NORTH 25.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 190.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST; THENCE RUN N00°16'44"W ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 9,528 SQUARE FEET, MORE OR LESS.


SUBJECT TO A 125.00 FOOT WIDE UNITED STATES OF AMERICA DRAINAGE EASEMENT ACCORDING TO JUDGEMENT ON DECLARATION OF TAKING RECORDED IN MINUTE BOOK 3, PAGE 13 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SUBJECT TO A 50.00 FOOT BY 125.00 FOOT DRAINAGE STRUCTURE EASEMENT EXECUTED BY ATLANTIC COAST LINE RAILROAD COMPANY, A VIRGINIA CORPORATION, AND THE UNITED STATES OF AMERICA AND RECORDED IN DEED BOOK 111, PAGE 399 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SUBJECT TO A DRAINAGE EASEMENT RESERVED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 601, PAGE 101 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 2 AND 8 OF THE RIGHT OF WAY MAPS FOR EAST LAKE MARY BOULEVARD EXTENSION, SEMINOLE COUNTY PROJECT NO. PS-0137.

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 SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

 9-24-02
Michael J. Cavaliere DATE
Florida Registered Land Surveyor #3701
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

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