



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

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 *[Signature]*

DATE: March 23, 2005

SUBJECT: Purchase Agreement Authorization  
Owners: John R. Ivey and Barbara B. Ivey  
Parcel No. 104  
Eden Park Avenue road improvement project

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This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 104. The parcel is required for the Eden Park Avenue road improvement project. The purchase price is \$34,750.00, with no fees or costs incurred by the property owners.

**I THE PROPERTY**

**A. Location Data**

The property is located on the southwest corner of Eden Park Avenue and Club Lake Drive, within unincorporated Seminole County, Florida.

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

**B. Address**

9806 Eden Park Avenue  
Altamonte Springs, Florida 32714

### **C. Description**

The property contains 40,368± square feet of gross land area. The property is improved with a single-family residence.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2004-R-73 on April 13, 2004, authorizing the acquisition of the referenced property, and finding that the construction of the Eden Park Avenue road improvement project is necessary and serves a county and public purpose and is in the best interests of the citizens of Seminole County.

### **III ACQUISITION/REMAINDER**

The proposed acquisition is 5,215 square feet along the eastern boundary of the subject property. The taking consists of a strip of land along the entire Eden Park Avenue frontage. The remainder is 35,153 square feet.

### **IV APPRAISED VALUE**

The County's appraised value amount is \$22,700.00. 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 OFFER/NEGOTIATIONS**

On February 22, 2005, the BCC authorized a binding written offer in the amount of \$22,700.00. Thereafter, County staff negotiated this proposed settlement agreement with the property owners in the amount of \$34,750.00.

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

The property owners have been actively negotiating with the County's acquisition agent for the past month. They originally insisted on compensation of \$50,000.00 and were told that an amount that much over the appraised value could not be justified. The owners then signed the purchase agreement for the amount of \$34,750.00. The acceptance of the owners' counteroffer in that amount makes sense from a cost avoidance standpoint. The proposed settlement is \$12,050.00 more than the appraised value. Since the owners' next step would be to hire one of the many attorneys who have solicited them, it would make sense to pay the owners the additional \$12,050.00 rather than spend it on expert costs and possibly attorney's fees. The County would also save the filing expenses and appraisal update costs by settling now.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$34,750.00, with no fees or expenses incurred by the property owners.

LV/krc

### **Attachments:**

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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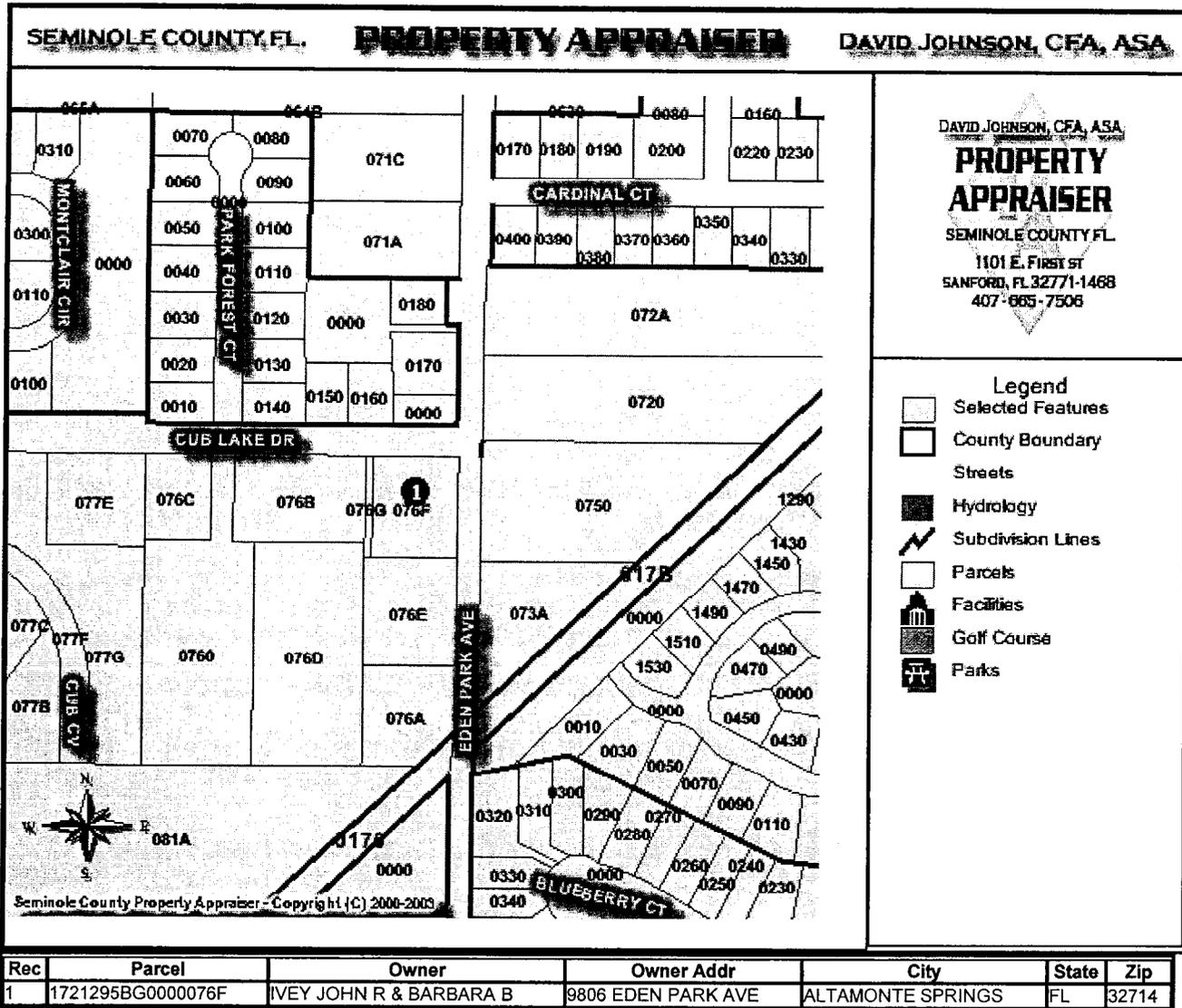


EXHIBIT A

PROPERTY SKETCH

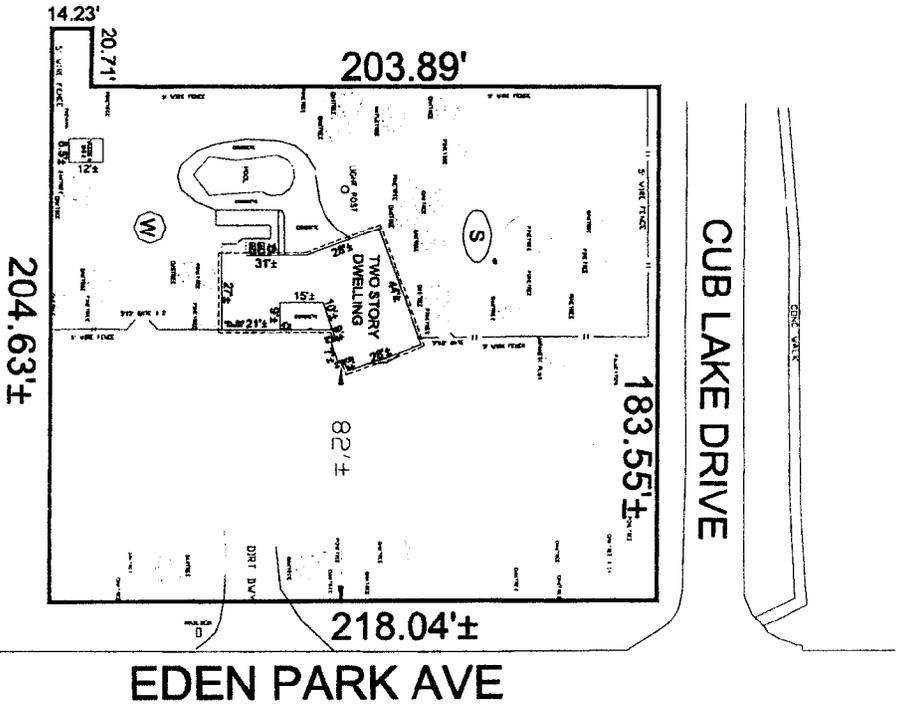
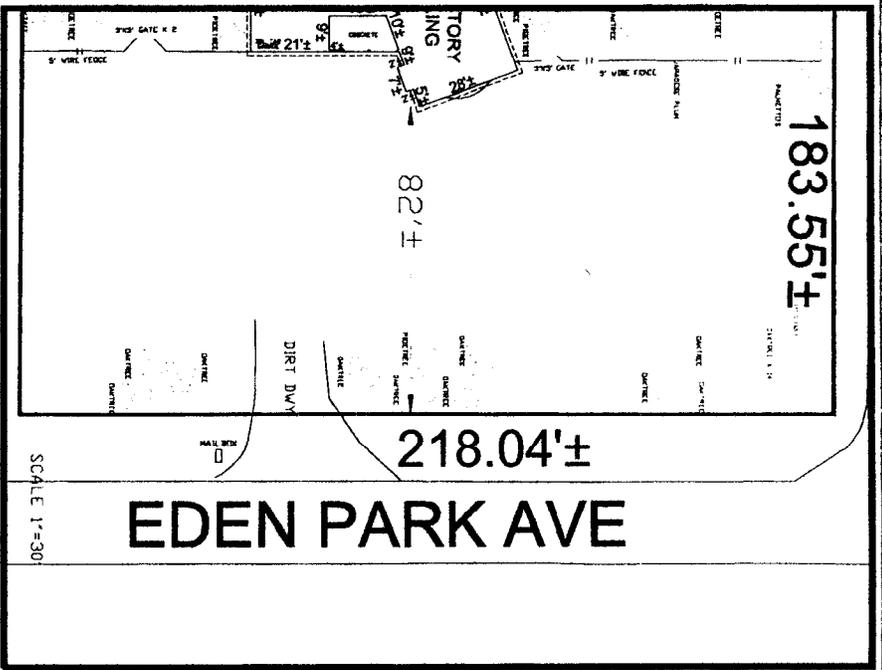
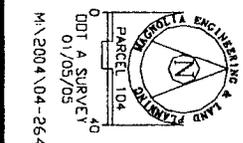


EXHIBIT B

BEFORE TAKING: 0.927 AC±



DDI A SURVEY 01/05/05  
M:\2004\04-264 Eden Park\104\parcel 104.dwg

MAGNOLIA ENGINEERING & LAND PLANNING, INC.

04-264 EDEN PARK AVENUE  
PARCEL 104 - BEFORE TAKING  
SEMIWOLE COUNTY  
FLORIDA

SHEET 1

**ENCLOSURE 2 :**

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this 15<sup>th</sup> day of MARCH, 2005, by and between JOHN R. IVEY and BARBARA B. IVEY, his wife, whose address is 9806 Eden Park Avenue, Altamonte Springs, FL 32714, hereinafter referred to as "OWNERS," 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, OWNERS hereby agree to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

Eden Park Avenue  
Fee Simple  
Parcel No. 104

**See attached Exhibit "A"**

**Parcel I. D. Number: 17-21-29-5BG-0000-076F**

**II. PURCHASE PRICE**

(a) OWNERS agree 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 ~~TWENTY TWO THOUSAND SEVEN HUNDRED DOLLARS (\$22,700.00)~~. The above amount includes all compensation due as a result of this acquisition to the OWNERS for any reason and for any account whatsoever.

*THIRTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLAR*

(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) OWNERS shall be responsible for OWNERS' own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto

*C.1.d) PURCHASE PRICE IS NET TO SELLER WITH EXCEPTION OF REAL ESTATE TAXES*  
*C.2.a) BUYER TO PAY ALL CLOSING COSTS INCLUDING ANY MORTGAGE RELEASE FEE OR COSTS.*

**EXHIBIT C**

COUNTY, free and clear of all liens and encumbrances, and OWNERS' 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 OWNERS.

(d) OWNERS covenant 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 OWNERS.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNERS 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 OWNERS agree 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) OWNERS agree 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 OWNERS; 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, OWNERS agree 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 OWNERS, 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 OWNERS at the expense of the OWNERS prior to closing.

(d) OWNERS warrant that there are no facts known to OWNERS 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 OWNERS 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 OWNERS agree that, in accordance with any request made by the COUNTY, the OWNERS shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNERS agree not to oppose the COUNTY's condemnation proceedings in any way. The OWNERS, may however, assert OWNERS' rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNERS 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 Eden Park Avenue Road Improvement Project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNERS 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 OWNERS 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. OWNERS shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNERS state that the OWNERS have not engaged in any action that would create a conflict of interest in the performance of OWNERS' 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:

William Ferris  
SIGNATURE

William FERRIS  
PRINT NAME

Kristen Ferris  
SIGNATURE

Kristen Ferris  
PRINT NAME

William Ferris  
SIGNATURE

William FERRIS  
PRINT NAME

Kristen Ferris  
SIGNATURE

Kristen Ferris  
PRINT NAME

PROPERTY OWNER:

John R. Ivey  
JOHN R. IVEY

ADDRESS: 9806 Eden Park Avenue  
Altamonte Springs, FL 32714

Barbara B. Ivey  
BARBARA B. IVEY

ADDRESS: 9806 Eden Park Avenue  
Altamonte Springs, FL 32714

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley  
CARLTON D. HENLEY, 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 \_\_\_\_\_,  
2005, regular meeting.

[Signature]  
County Attorney  
TTC/02/24/2005

# EXHIBIT A

ID# 17-21-29-5EG-0000-076F

Eden Park Avenue  
Right of Way Parcel number 104  
Fee simple taking

That portion of:

the following described parcel as recorded in Official Records Book 1028, page 1144, subject to Right of Way deeds and agreements as shown in the plat of MCNEIL'S ORANGE VILLA as recorded in Plat Book 2, Pages 99 through 101, and QuitClaim deed as recorded in Deed Book 46, Page 191 of the Public Records of Seminole County, Florida,

The East 183.00 feet of the North 218.045 feet of Lot 76, MCNEIL'S ORANGE VILLA, according to the plat thereof as recorded in Plat Book 2, Pages 99 through 101, Public Records of Seminole County, Florida; and the West 20.71 feet of the East 203.71 feet of the South 14.245 feet of the North 218.045 feet of said Lot 76, Less Road Right of Way.

Being more particularly described as follows:

Begin at the intersection of the south Right of Way line of Cub Lake Drive according to the plat of MCNEIL'S ORANGE VILLA as recorded in Plat Book 2, Pages 99 through 101, of the Public Records of Seminole County, Florida, with the west Right of Way line of Eden Park Avenue; thence run S 00°02'55" W along said west Right of Way line for a distance of 218.04 feet to the south line of that parcel described in Official Records Book 1028, page 1144; Thence run N 89°34'48" W along said south line for a distance of 23.00 feet; Thence run N 00°02'55" E, for a distance of 198.04 feet; Thence run N 44°45'56" W, for a distance of 28.38 feet to the south Right of Way line of said Cub Lake Drive; Thence run S 89°34'48" E along said south Right of Way line, for a distance of 43.00 feet to the Point of Beginning.

Containing 5215 square feet, more or less

The sketch for this description is shown on sheets 6 & 7 of 10 of the Seminole County, Eden Park Avenue Right of Way Map, work project number PS-569-00/BJC  
THIS SKETCH IS NOT A SURVEY.

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 of the Florida Administrative code.

*Daniel A. Groves* 1-14-03  
Daniel A. Groves signature date  
Florida Professional Surveyor and Mapper no. 4625  
METRIC ENGINEERING INC.  
2269 Lee Road, Suite 101  
Winter Park, Florida 32789