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**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 18, 2004

SUBJECT: Purchase Agreement Authorization
 Primera Iglesia Pentecostal de Casselberry, Inc.
 Lake Drive Road Improvement Project
 Parcel No. 767

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 amount of \$6,000.00, with no fees, costs or expenses incurred.

I THE PROPERTY

A. Location Data

The property is located approximately 400 feet west of Sunset Drive, Casselberry, in Seminole County.

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

B. Address

1481 Seminola Boulevard
 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

The parent tract is 40,000 square feet. Parcel No. 767, the temporary construction easement, consists of 649 square feet. The land is improved with a commercial/institutional structure which is being used as a church.

IV APPRAISED VALUES

The County's initial appraised value amount was \$1,700.00. 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 OFFERS/NEGOTIATIONS

The County extended a binding written offer in the amount of \$2,500.00 to this property owner on January 16, 2004. The Pastor of the Church contacted County staff to discuss concerns about the parking situation for the Church after the completion of the road improvements. The Pastor pointed out that the parking lot would require some regrading and other adjustments to allow it to maintain the same level of functionality after the road construction is complete. County staff estimated the cost of the parking lot adjustments to be approximately \$6,000.00, which was offered to the Church as compensation, and ultimately was accepted by the Church, contingent upon BCC approval.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

Although the proposed settlement is \$3,500.00 more than the binding written offer, it is still a cost effective alternative to litigation. Although the County is only acquiring a temporary easement, the finished road improvements will impact the maneuverability on this church site. The owners want only to make sure that the site remains functional. The amount of damages/cure costs, if litigated, could support a claim far in excess of the \$6,000.00 to be paid to the property owner.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement at the County's appraised value amount of \$6,000.00, with no attorney's fees, expert costs or expenses incurred.

LV/la

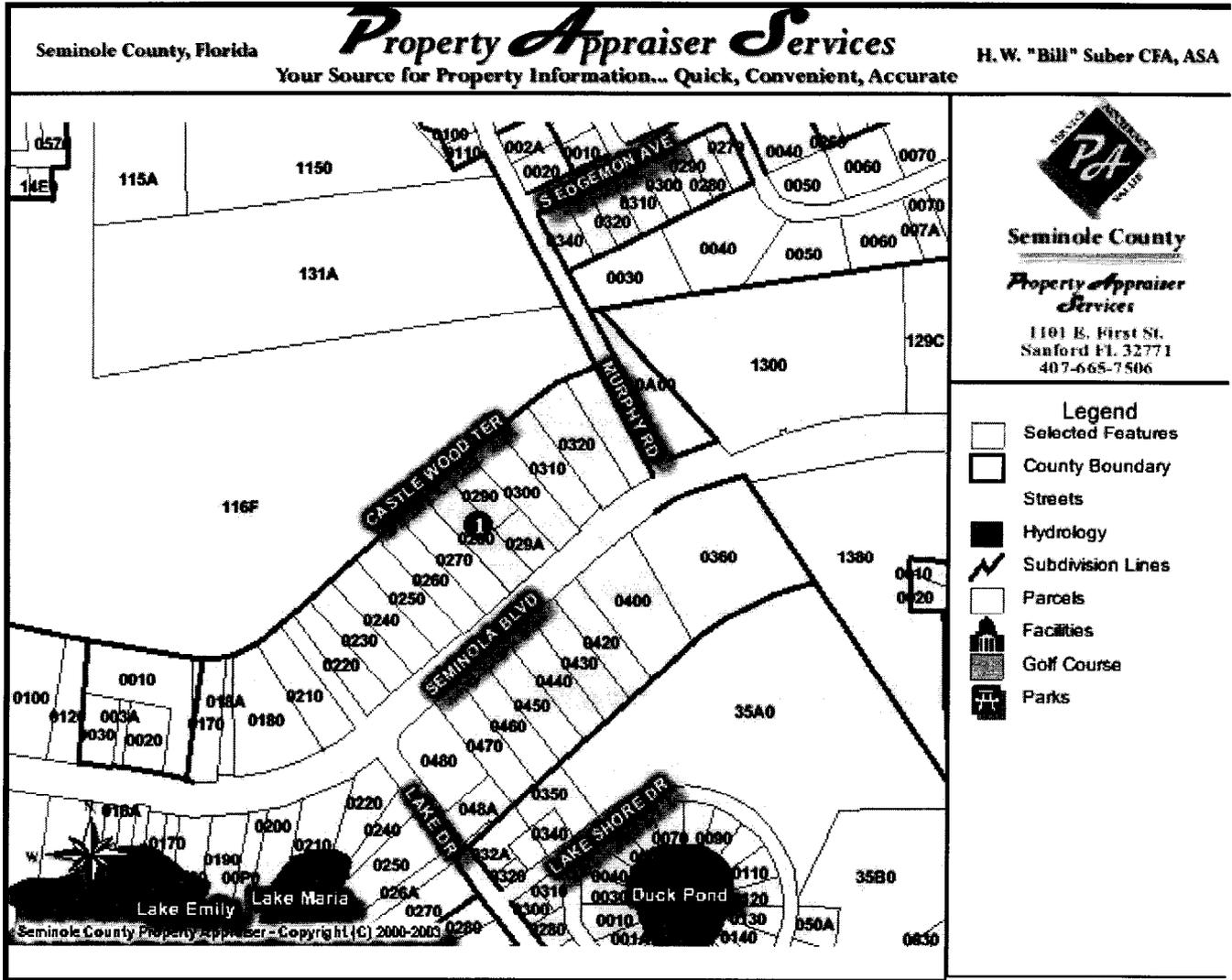
Attachments:

Location Map (Exhibit A)

Sketch Map (Exhibit B)

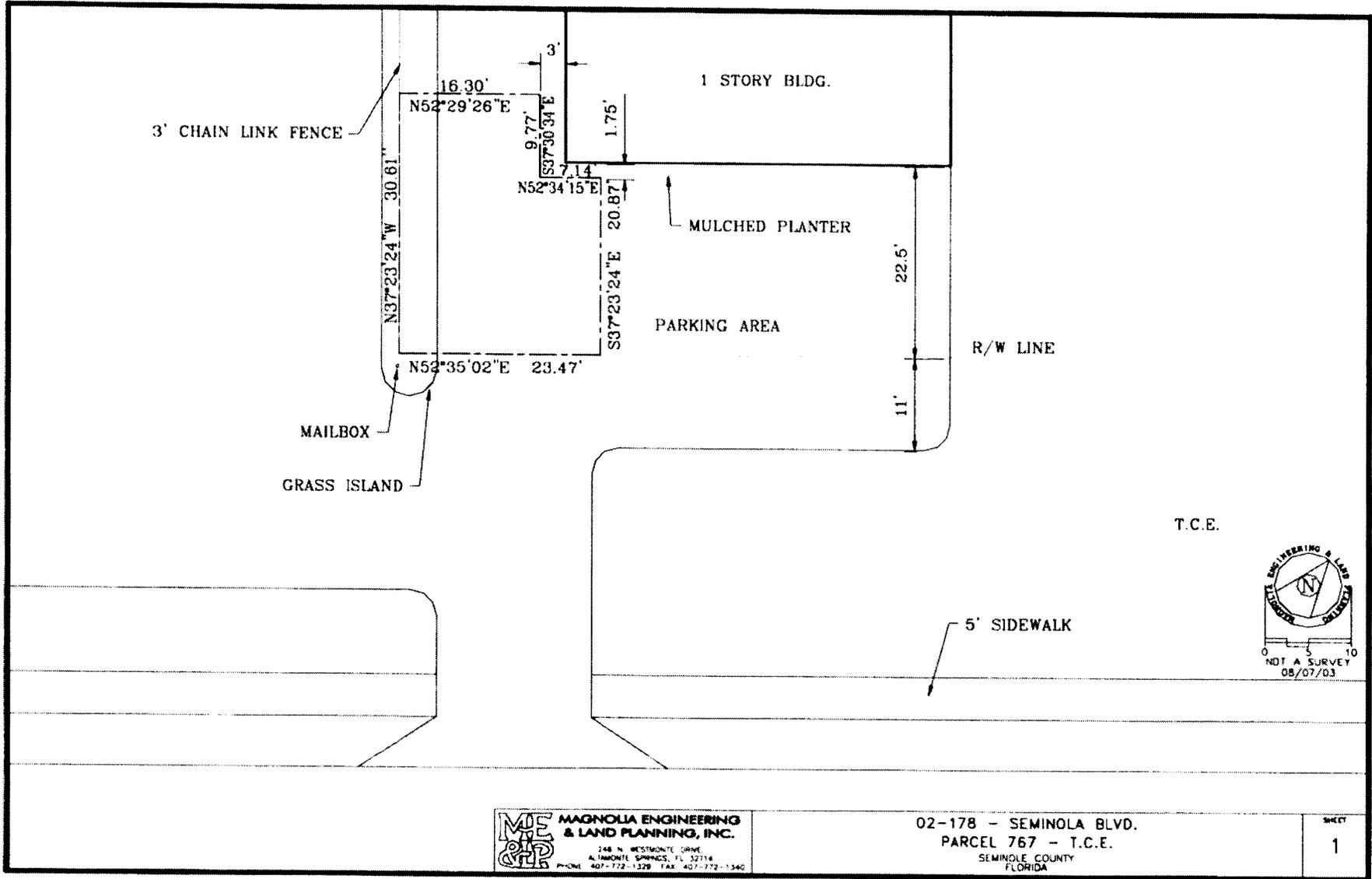
Purchase Agreement (Exhibit C)

PAUSERSLVOUISSETTLEMENT MEMOSLAKE DRIVEAGENDA ITEM LAKE DRIVE 767.DOC



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	0921305BM0B000280	CHURCH PRIMERA IGLESIA	2803 LAKEVIEW DR	CASELBERRY	FL	32730

EXHIBIT A



**PURCHASE AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between PRIMERA IGLESIA PENTECOSTAL DE CASSELBERRY, INC., whose address is 384 Kingsley Drive, Casselberry, Florida 32707, 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

Parcel ID No. 767

II. PURCHASE PRICE

(a) OWNER agrees to convey the above-described property of the above referenced project by Temporary Construction Easement, unto COUNTY for the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00). 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. 767.

(b) COUNTY shall be responsible for the following closing costs: recording fees for said acquisition 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 attorney fees. COUNTY shall be responsible for cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY. The aforementioned closing costs, if applicable, shall be withheld by the COUNTY's closing agent from the proceeds of this sale.

(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 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.

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

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

(e) 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.

(f) 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. Additionally, as part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, and or its agents, a Right-of-Entry, to enter upon the fee simple remainder of the property, approximately TEN (10) feet past the limits of the property acquired, in order to construct the improvements associated with the Lake Drive Road Improvement Project, Phase I, ensuring that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely

manner. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. 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.

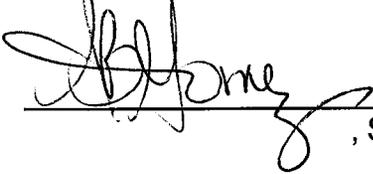
(g) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(h) 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 because of the Agreement.

(i) 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.

ATTEST:



, Secretary

**PRIMERA IGLESIA PENTECOSTAL
DE CASSELBERRY, INC.**

By: 

MANUEL A. GONZALEZ, President

(CORPORATE SEAL)

Date: 3/2/4

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 Commissioners at its _____,
2004, regular meeting.

County Attorney

LV/la

03/02/04

Attachment

Exhibit A - Legal Description 767

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TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Lake Drive
OWNER: Primera Iglesia Pentecostal de Casselberry, Inc.

TEMPORARY CONSTRUCTION EASEMENT NO.: 767

TAX I.D. NO.: 10-21-30-5BM-0B00-0280

CONSULTANT: Lochrane Engineering, Inc.

A part of Lot 27, 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 992, page 952 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,

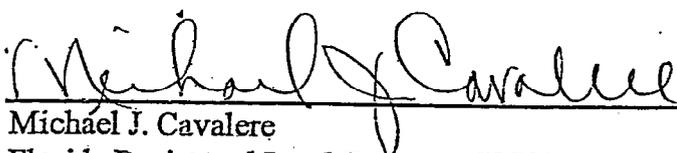
described as follows:

Begin at the Southwest corner of Lot 28, Block "B" of 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 run N37°23'24"W along the Southwest parcel line of said Lot 28, a distance of 30.61 feet; thence departing said Southwest parcel line, run N52°29'26"E, a distance of 16.30 feet; thence run S37°30'34"E, a distance of 9.77 feet; thence run N52°34'15"E, a distance of 7.14 feet; thence run S37°23'24"E, a distance of 20.87 feet to a point on the Southeast parcel line of said Lot 28; thence run along said Southeast parcel line S52°35'02"W, a distance of 23.47 feet to the Point of Beginning.

Containing 649 square feet, more or less.

The sketch for this description is shown on sheets 2, 4 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

4-29-03

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

EXHIBIT A