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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 16, 2004

SUBJECT: Purchase Agreement Authorization
 Lake Drive Road Improvement Project

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 County's appraised value amount of \$22,000.00, with no fees, costs or expenses incurred.

I THE PROPERTY

A. Location Data

The property is located at the northwest quadrant of the intersection of Seminola Boulevard and Sunset Drive, in Seminole County. The parent tract is 22,529 square feet, and is improved with two single-family residences and a large wooden shed. The residences are currently both rented.

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

B. Address

1533 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 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 County needs to acquire 1,003 square feet in fee (Parcel 162) and 364 square feet as a permanent right of way easement (Parcel 862) for improvements to Lake Drive.

IV APPRAISED VALUES

The County's appraised value amount is \$10,400.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser. The County originally proposed to acquire all the property needed from the owner in fee, which resulted in an original appraised value amount of \$21,700.00.

V BINDING OFFERS/NEGOTIATIONS

The County first contacted this property owner concerning the proposed acquisition in December of 2002. The owner had significant concerns about the proximity of the right-of-way to his rental properties, and the requirement from the City of Casselberry that he obtains a variance to continue renting the impacted structure. To compensate for lost rental income, the County verbally made a settlement offer of \$40,000.00. The owner countered at \$100,000.00. At this point the County's engineering consultants, at staff's request, revisited this parcel and divided the needed property into fee for the roadway and permanent right-of-way easement for roadway support. The change in the plans necessitated the revised appraisal with the lower appraised value amount. The County extended a binding written offer to this property owner in the amount of \$13,400.00 on January 16, 2004. The property owner was willing to settle for no less than \$22,000.00, basically the original appraised value.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The proposed settlement makes sense, even though it is \$8,600.00 more than the County's binding written offer. The cost of an appraisal procured by the property owner would probably be more than the amount to be paid by the owner.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$22,000.00, with no attorney's fees, expert costs or expenses incurred.

LV/la

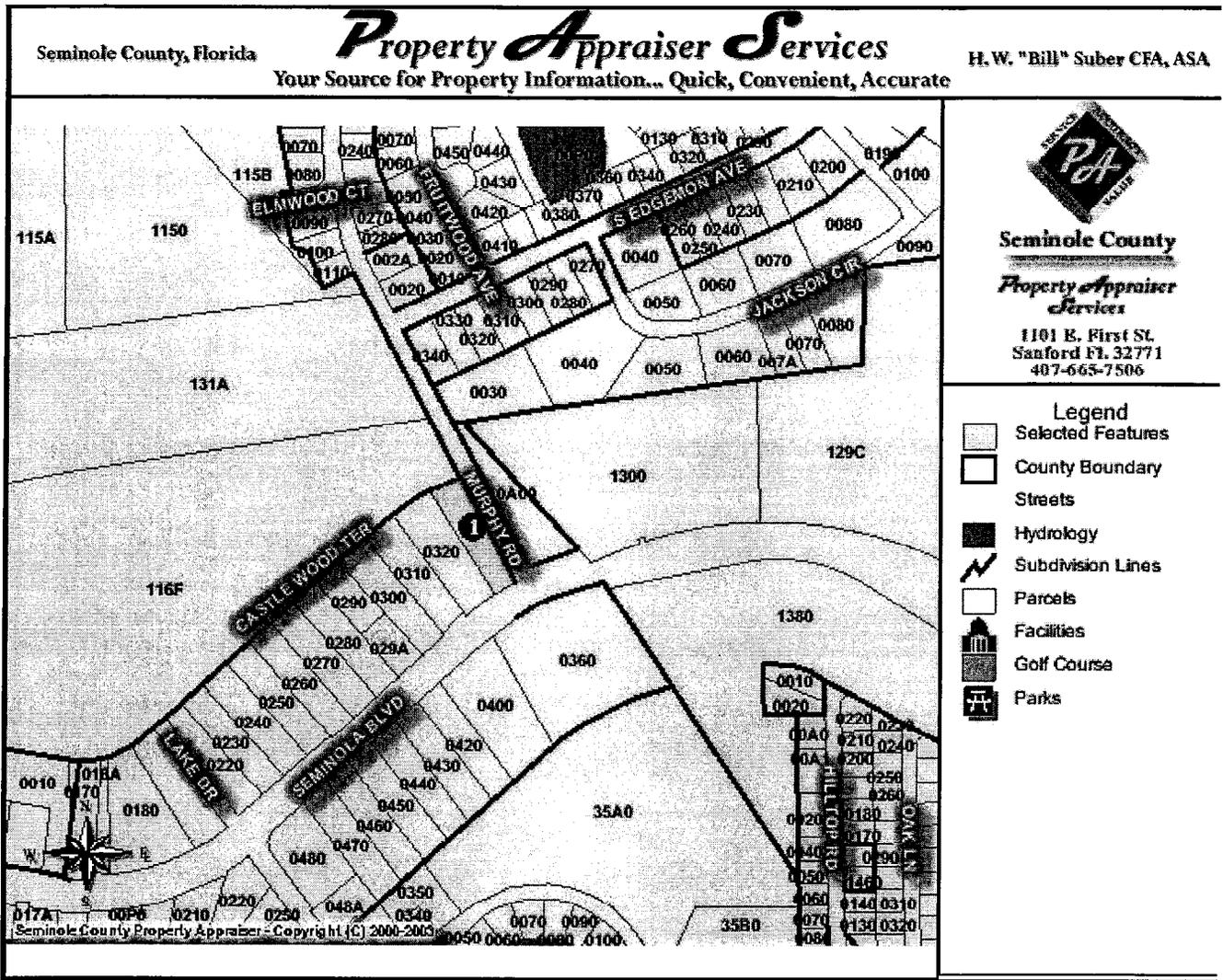
Attachments:

Location Map (Exhibit A)

Sketch Map (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\LVLOUIS\SETTLEMENT MEMOS\LAKE DRIVE\
AGENDA ITEM LAKE DRIVE 147.DOC



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	0921305BM0B000330	BELCUORE GUISEPPI & THELMA L	160 TARPON CIR	WINTER SPRINGS	FL	32708

EXHIBIT A

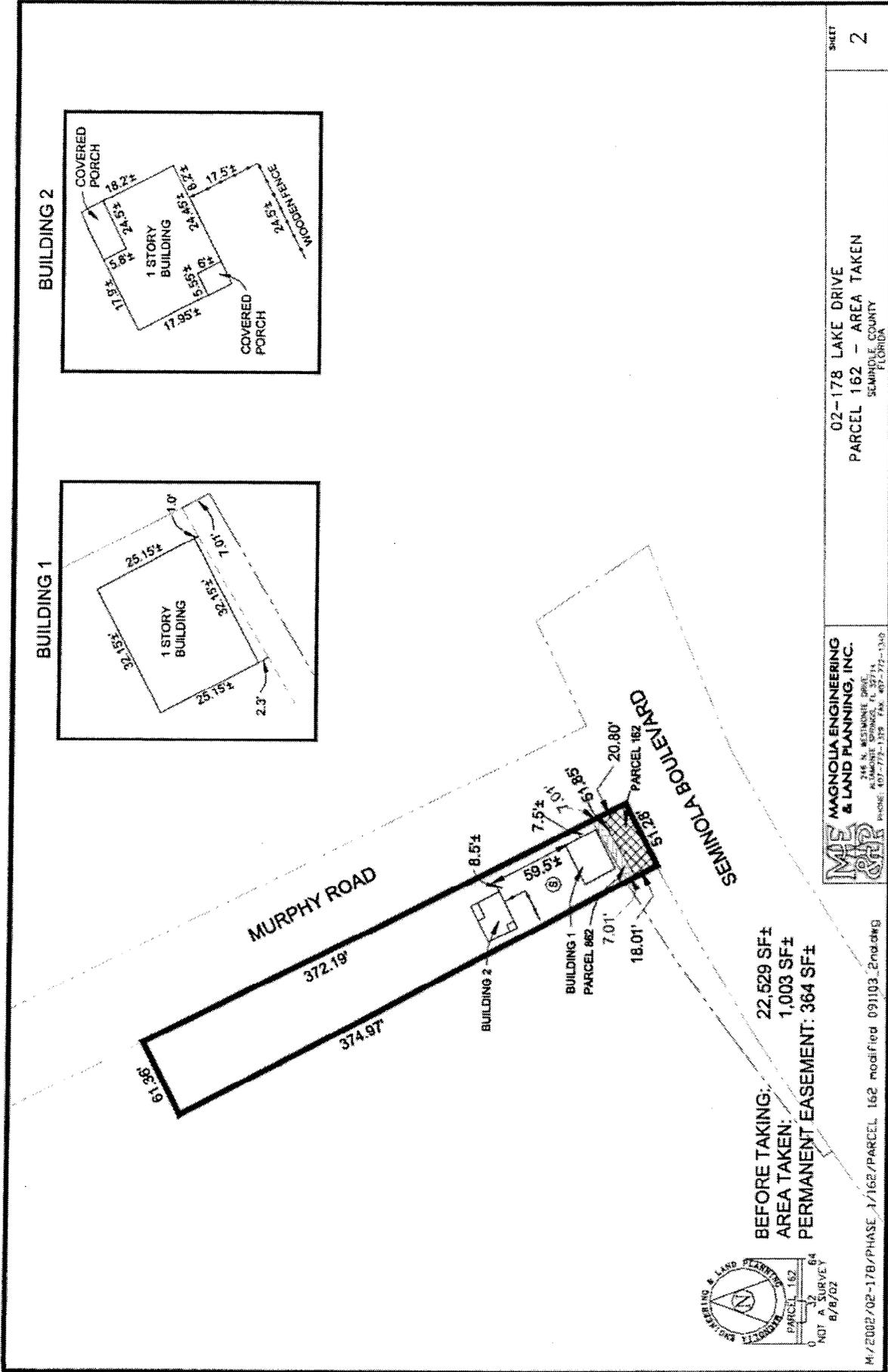


EXHIBIT B

**PURCHASE AGREEMENT
FEE SIMPLE/PERMANENT EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 28th day of January, 2004, by and between **GUISEPPI BELCUORE and THELMA L. BELCUORE**, husband and wife, whose address is 160 Tarpon Circle, 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 construction and maintenance of an authorized 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 convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION – Parcels 162 and 862

See, attached Exhibit "A"

Parcel I.D. Number: 09-21-30-5BM-0B00-0330

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel No. 162, and by Permanent Easement on Parcel No. 862, free of liens and encumbrances, unto COUNTY for the sum of TWENTY TWO THOUSAND DOLLARS (\$22,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

EXHIBIT C

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed, Permanent Easement, 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, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the 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 COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by 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 on this purchase. 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 the normal conditions and turned over to the COUNTY by the OWNER, in tact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed 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 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 OWNER 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 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.

(i) 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. 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 Lake Drive road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. 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.

(j) 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.

(k) 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 on account of the Agreement.

(l) 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.

IV A. The steps and porch currently located within the easement (P. 862) attached to the existing residential structure shall remain attached to the structure in the after situation, etc.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES:

Christopher J. Tootle
SIGNATURE

CHRISTOPHER J. TOOTLE
PRINT NAME

Deanna L. Tootle
SIGNATURE

Deanna L. Tootle
PRINT NAME

Christopher J. Tootle
SIGNATURE

CHRISTOPHER J. TOOTLE
PRINT NAME

Deanna L. Tootle
SIGNATURE

Deanna L. Tootle
PRINT NAME

PROPERTY OWNERS:

Giuseppe Belcuore
Giuseppe Belcuore

ADDRESS: 160 Tarpon Circle,
Winter Springs, FL 32708

Thelma L. Belcuore
Thelma L. Belcuore

ADDRESS: 160 Tarpon Circle
Winter Springs, FL 32708

RIGHT-OF-WAY FEE SIMPLE

PROJECT: Lake Drive

OWNER: Guiseppi Belcuore and Thelma L. Belcuore, Husband and Wife

R/W PARCEL NO.: 162

TAX I.D. NO.: 09-21-30-5BM-0B00-0330

CONSULTANT: Lochrane Engineering, Inc.

A portion of the Easterly 1/2 of Lot 33, 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 2121, Page 1462 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,

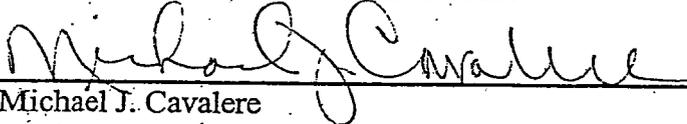
described as follows:

Begin at the Southeast corner of Lot 33, 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, being a point on the Northerly Right of Way line of Seminola Boulevard according to said plat and shown on Seminole County Right of Way Maps for Lake Drive, County Project No. PS-331, also being a point on a curve concave Southeasterly having a radius of 1985.08 feet and a chord bearing of S62°43'05"W; thence run Southwesterly along the arc of said curve and along said Northerly Right of Way line through a central angle of 01°28'49" a distance of 51.28 feet to the Westerly line of the Easterly 1 / 2 of said Lot 33; thence departing said curve and said Northerly Right of Way line run N28°03'32"W along said Westerly line a distance of 18.01 feet the beginning of a non-tangent curve concave Southeasterly having a radius of 1331.00 feet and a chord bearing of N59°37'56"E; thence departing said Westerly line run Northeasterly along the arc of said curve through a central angle of 02°13'54" a distance of 51.85 feet to a point on the Easterly line of said Lot 33 and the end of said curve; thence run S26°36'54"E along said Easterly line a distance of 20.80 feet to the Point of Beginning.

Containing 1003 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.



7-24-03

Michael J. Cavalere

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

PERMANENT RIGHT OF WAY EASEMENT

PROJECT: Lake Drive

OWNER: Guiseppi Belcuore and Thelma L. Belcuore, Husband and Wife

R/W PARCEL NO.: 862

TAX I.D. NO.: 09-21-30-5BM-0B00-0330

CONSULTANT: Lochrane Engineering, Inc.

A portion of the Easterly 1/2 of Lot 33, 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 2121, Page 1462 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,

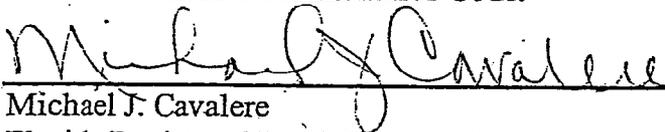
described as follows:

Commence at the Southeast corner of Lot 33, 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, being a point on the Northerly Right of Way line of Seminola Boulevard according to said plat and shown on Seminole County Right of Way Map for Lake Drive, County Project No. PS-331; thence run N26°36'54"W along the Easterly line of said Lot 33 a distance of 20.80 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 1331.00 feet and a chord bearing of S59°37'56"W for a Point of Beginning; thence departing said Easterly line run Southwesterly along the arc of said curve through a central angle of 02°13'54" a distance of 51.85 feet to a point on the Westerly line of the Easterly 1/2 of said Lot 33 and the end of said curve; thence run N28°03'32"W along said Westerly line a distance of 7.01 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 1338.00 feet and a chord bearing of N59°38'53"E; thence departing said Westerly line run Northeasterly along the arc of said curve through a central angle of 02°13'40" feet to a point on the aforesaid Easterly line of Lot 33 and the end of said curve; thence run S26°36'54"E along said Easterly line a distance of 7.01 feet to the Point of Beginning.

Containing 364 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.


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