



**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: Bob Adolphe, Director of Environmental Services *[Signature]*  
 Bob Briggs, Finance Manager, Environmental Services *[Signature]*

DATE: April 4, 2005

SUBJECT: Purchase Agreement Authorization  
 Owner: Easton Park Homeowners Association, Inc.  
 Parcel I.D. Nos. 27-21-31-513-0A00-0000;  
 27-27-31-513-0B00-0000; and 27-21-31-513-0G00-0000  
 Consumers/Lake Hayes Water Transmission Main improvement project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel I.D. Nos. 27-21-31-513-0A00-0000, 27-21-31-513-0B00-0000, and 27-21-31-513-0G00-0000. The parcels are required for the Consumers/Lake Hayes Water Transmission Main improvement project. The purchase price is \$60,000.00, inclusive of all fees and costs incurred.

**I THE PROPERTY**

**A. Location Data**

The property to be acquired is part of the Easton Park subdivision, which is on the west side of Alafaya Trail, several hundred feet south of Chapman Road, in Oviedo, Florida.

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

**B. Address**

N/A

### **C. Description**

The subject parent tract consists of an 187,963 square foot, irregular tract of land that is a portion of the common area for the Easton Park residential subdivision. The property has no buildings or major site improvements, but part of it is used as water retention for the subdivision.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2003-R-118 on July 22, 2003, and the First Amended Resolution No. 2004-R-74 on April 13, 2004, authorizing the acquisition of the referenced property, and finding that the Consumers/Lake Hayes Water Transmission Main 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 a 39,239 square foot permanent utility drainage easement for the construction of an underground water main. The easement acquisition from the parent tract is a 30' wide strip of land that will be located within the boundaries of the existing 110' wide FP&L right of way easement currently encumbering the subject property.

### **IV APPRAISED VALUE**

The County's appraised value amount, as of December 22, 2004, was \$39,300.00. The County's appraisal was prepared by HDR Acquisition Services, Inc., and was approved by the County's MAI designated staff appraiser.

### **V BINDING OFFER/NEGOTIATIONS**

On September 28, 2004, the BCC authorized a binding written offer in the amount of \$43,000.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owners and their attorney in the amount of \$60,000.00, inclusive of all fees and costs.

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

This proposed settlement amount, although \$17,000.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the \$17,000.00 in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County, and is the most cost effective means of effectuating the drainage easement improvements.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$60,000.00, inclusive of all fees and costs.

LV/krc

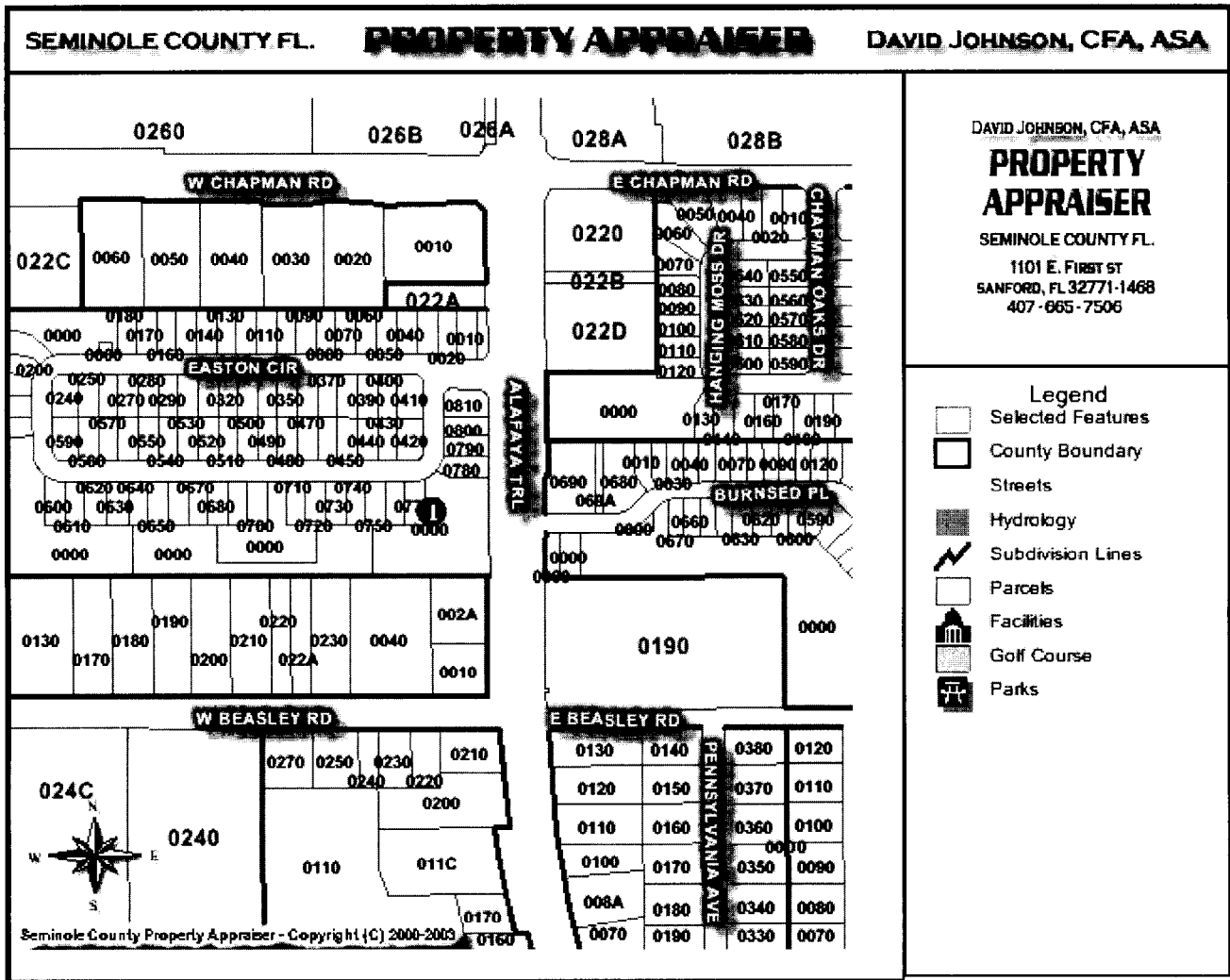
### **Attachments:**

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\LV\OUI\S\SETTLEMENT MEMO\S\CONSUMERS LAKE HAYES\AGENDA ITEM EASTON PARK HOA.DOC

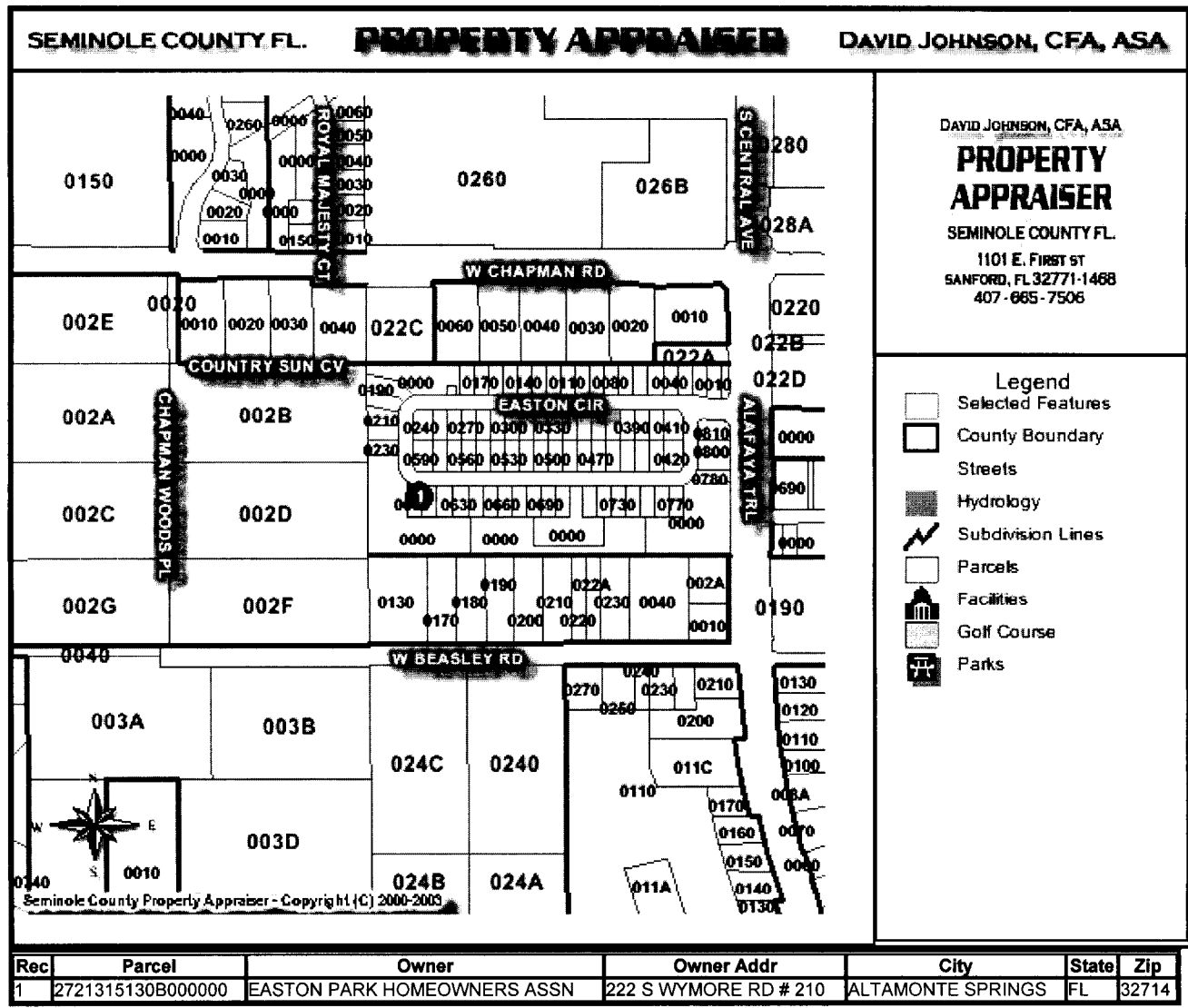


DAVID JOHNSON, CFA, ASA  
**PROPERTY APPRAISER**  
 SEMINOLE COUNTY FL.  
 1101 E. FIRST ST  
 SANFORD, FL 32771-1468  
 407-665-7506

- Legend**
- Selected Features
  - County Boundary
  - Streets
  - Hydrology
  - Subdivision Lines
  - Parcels
  - Facilities
  - Golf Course
  - Parks

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	2721315130A000000	EASTON PARK HOMEOWNERS ASSN	222 S WYMORE RD # 210	ALTAMONTE SPRINGS	FL	32714

EXHIBIT A



**EXHIBIT A**

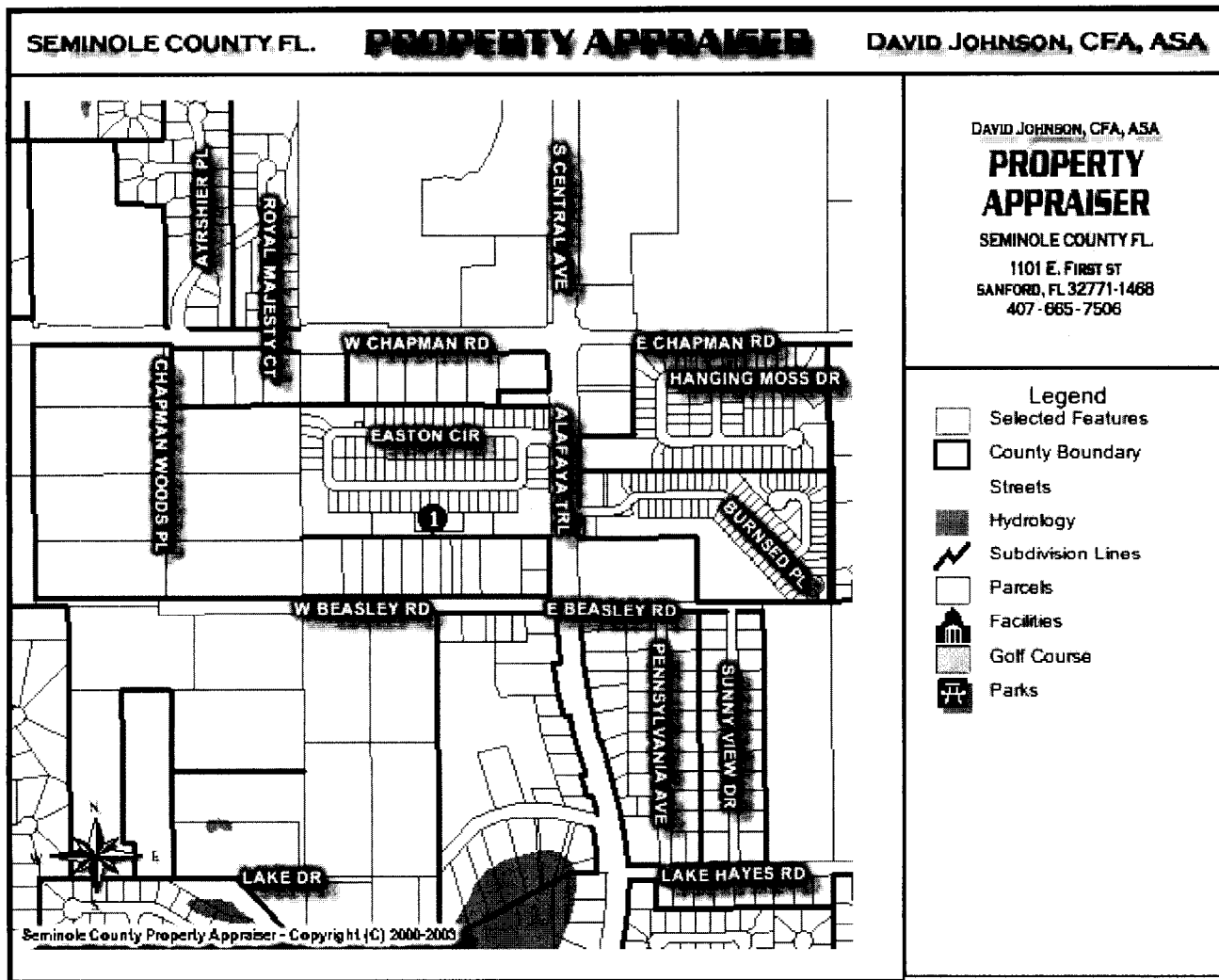
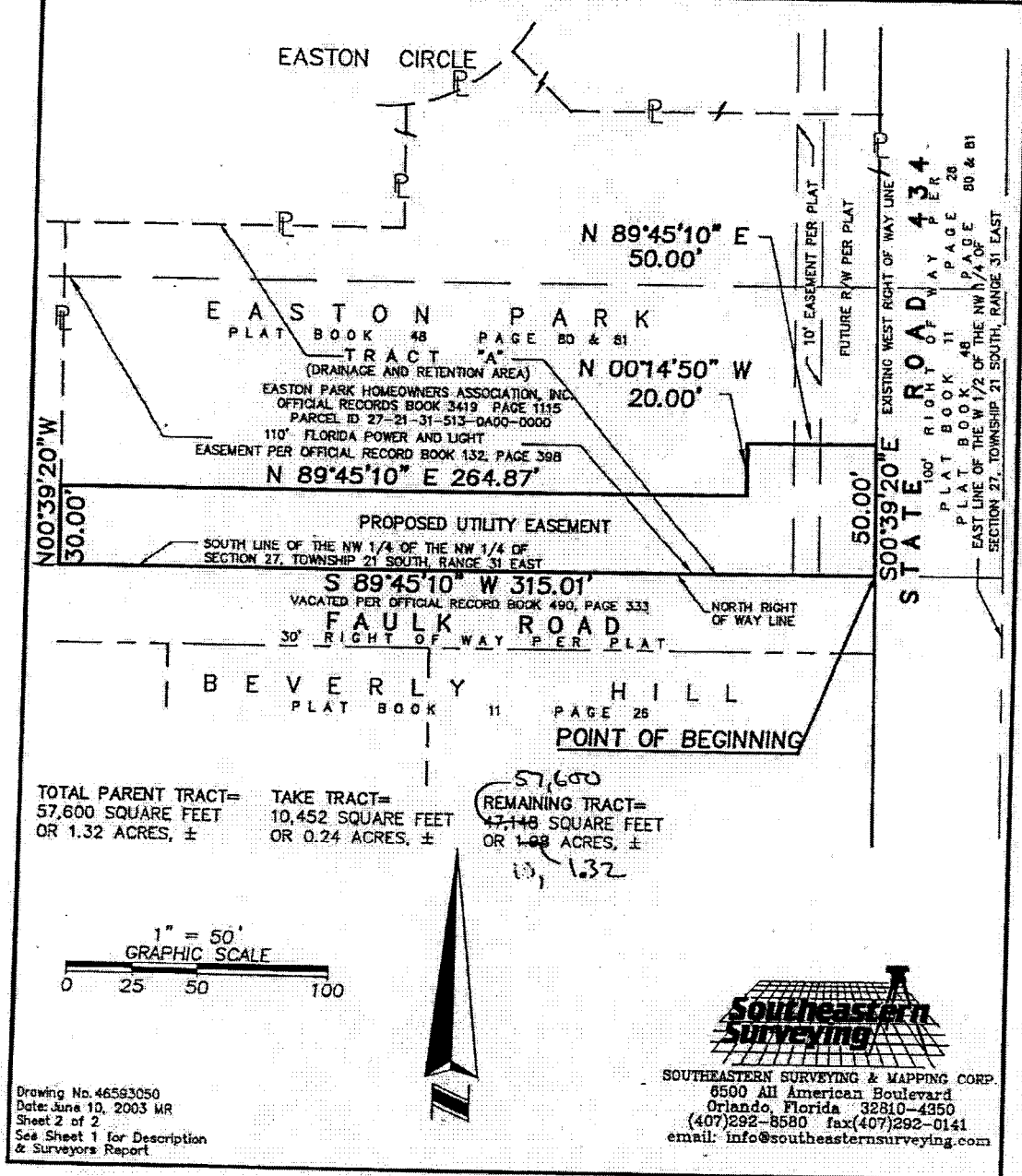


EXHIBIT A

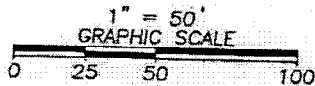
SKETCH OF DESCRIPTION

Parcel #16



TOTAL PARENT TRACT= 57,600 SQUARE FEET OR 1.32 ACRES, ±  
 TAKE TRACT= 10,452 SQUARE FEET OR 0.24 ACRES, ±  
 REMAINING TRACT= 47,148 SQUARE FEET OR 1.08 ACRES, ±

57,600  
 1.32

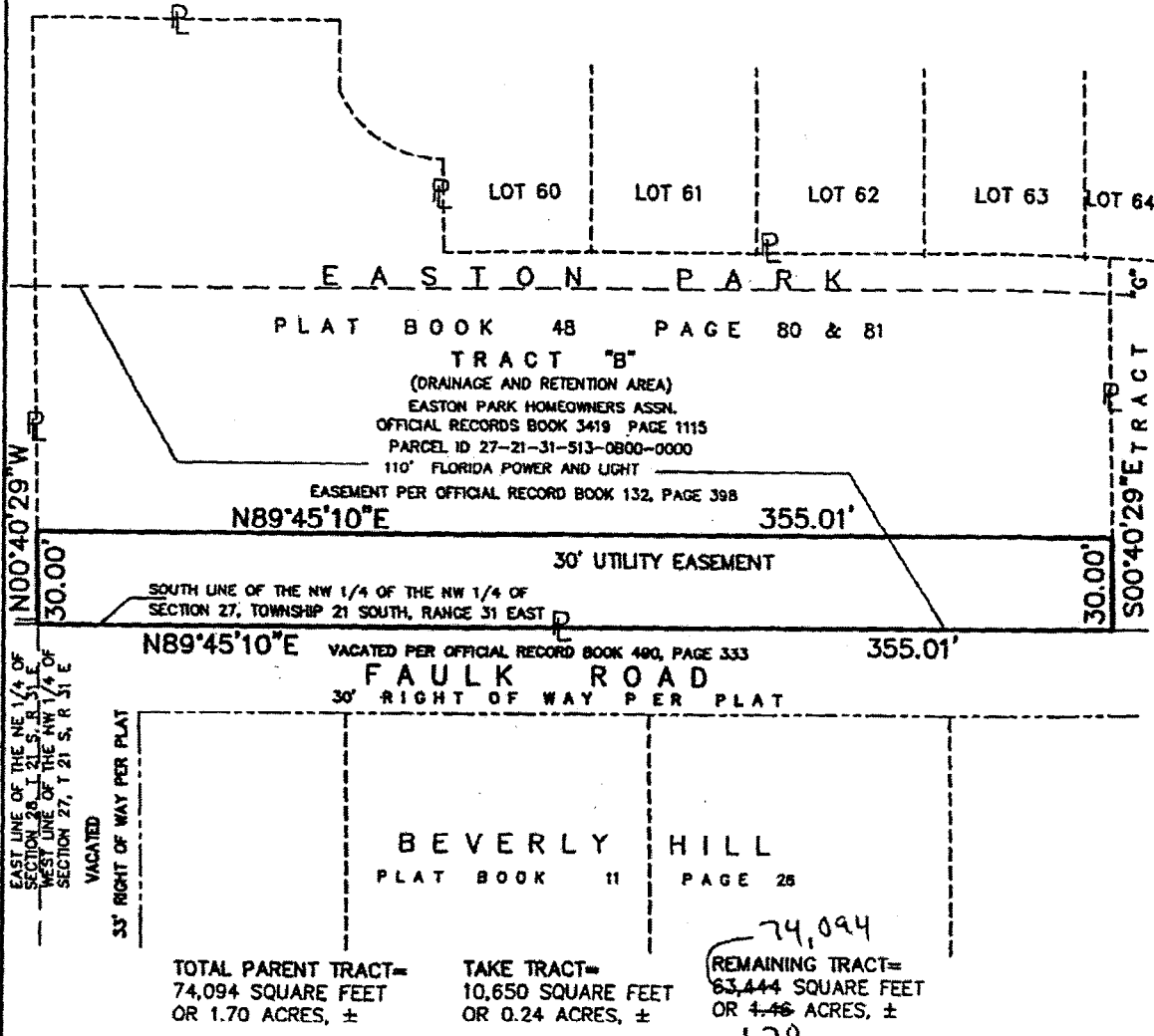


Drawing No. 46593050  
 Date: June 10, 2003 MR  
 Sheet 2 of 2  
 See Sheet 1 for Description & Surveyors Report

**Southeastern Surveying**  
 SOUTHEASTERN SURVEYING & MAPPING CORP.  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407)292-8580 fax(407)292-0141  
 email: info@southeasternsurveying.com

**LEGAL DESCRIPTION**

The South 30 feet of TRACT "B", EASTON PARK as recorded in Plat Book 48, Pages 80 and 81 of the Public Records of Seminole County, Florida. Containing 10650 square feet or 0.24 acres, more or less.



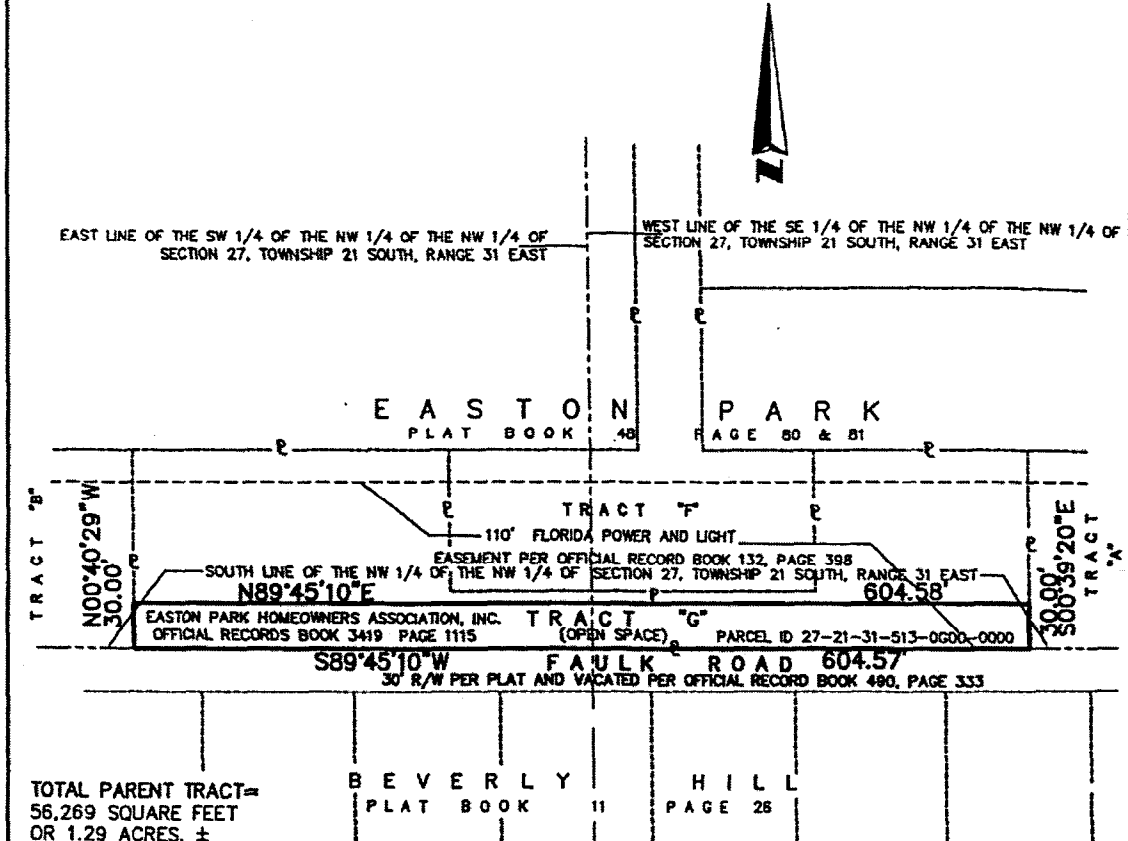
**SURVEYORS REPORT:**  
1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.  
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.

<b>Legal Description</b>  FOR <b>INWOOD CONSULTING ENGINEERS</b>  0000.0	Date: <b>Jan. 30, 2002 CS</b>		4859305   <b>SOUTHEASTERN SURVEYING &amp; MAPPING CORP</b> 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@seasurveys.com  <i>Gary B. Krick</i> <b>GARY B. KRICK</b> REGISTERED LAND SURVEYOR NO. 4245
	Job No.: <b>48593052</b>	Scale: <b>1" = 50'</b>	
CH. 61017-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>			



**LEGAL DESCRIPTION**

The South 30 feet of Tract "G", EASTON PARK, as recorded in Plat Book 48, Pages 80 and 81 of the Public Records of Seminole County, Florida. Containing 18,137 square feet or 0.42 acres, more or less.




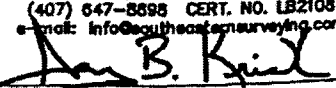
TOTAL PARENT TRACT=  
56,269 SQUARE FEET  
OR 1.29 ACRES, ±

TAKE TRACT=  
18,137 SQUARE FEET  
OR 0.42 ACRES, ±

REMAINING TRACT=  
38,132 SQUARE FEET  
OR 0.87 ACRES, ±  
1.29

**SURVEYORS REPORT:**

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.

<b>Legal Description</b>  FOR <b>INWOOD CONSULTING ENGINEERS</b>   000021	Date: Jan. 30, 2002 CS		48593C   <b>SOUTHEASTERN SURVEYING &amp; MAPPING CO.</b> 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@seasurveysurveying.com  <b>GARY B. CRICK</b> REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 48593051	Scale: 1" = 100'	

**PURCHASE AGREEMENT  
PERMANENT UTILITY AND DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between EASTON PARK HOMEOWNERS ASSOCIATION, INC., whose address is 222 S. Wymore Road, #210, Altamonte Springs, Florida 32714, 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 utility 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(s) A, B, and C**

**Parcel I. D. Numbers:**    **27-21-31-513-0A00-0000 - (Exhibit A)**  
                                  **27-21-31-513-0B00-0000 - (Exhibit B)**  
                                  **27-21-31-513-0G00-0000 - (Exhibit C)**

**II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Permanent Utility and Drainage Easement, free of liens and encumbrances, unto COUNTY for the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for said easement and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice and all expenses to record instruments necessary to provide title unto COUNTY.

**EXHIBIT C**

(c) 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 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.

(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) 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 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 non-exclusive possession of the property described in Exhibit(s) A, B, and C 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 Consumers/Lake Hayes Water Transmission Main 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 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.

(k) 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.

Project: Consumers /Lake Hayes Water  
Transmission Main  
Parcel I.D. Nos.: 27-21-31-513-0A00-0000  
27-21-31-513-0B00-0000  
27-21-31-513-0G00-0000

Owner(s) Name: Easton Park Homeowners Association, Inc.

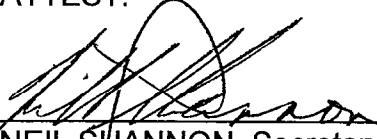
**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

**WITNESSES:**

**PROPERTY OWNER:**

ATTEST:

EASTON PARK HOMEOWNERS  
ASSOCIATION, INC.

  
NEIL SHANNON, Secretary/Director

By:   
PATRICK VAN CLEEF, President/Director

Seal

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
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.

\_\_\_\_\_  
County Attorney

LV/kc  
03/02/05

P:\USERS\KCURRY\MY DOCUMENTS\ACQ\CONSUMERS LAKE HAYES\EASTON PARK HOA PA.DOC

**EXHIBIT A**

**DESCRIPTION:**


That portion of Tract "A", EASTON PARK as recorded in Plat Book 48, Pages 80 and 81 of the Public Records of Seminole County, Florida, being more particularly described as follows;

Beginning at the intersection of the West Right of Way line of State Road 434, a 100 foot right of way and the North Right of Way line of Faulk Road, a 30.00 foot right of way vacated per Official Records Book 490, page 333 of the Public Records of Seminole County, Florida; thence South 89°45'10" West 315.01 feet along said North Right of Way line and the South line of the NW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 31 East; thence North 00°39'20" West, 30.00 feet to a point on a line being 30.00 feet north of and parallel with the South line of the NW 1/4 of the NW 1/4 of said Section 27; thence North 89°45'10" East, 264.87 feet along said parallel line; thence North 00°14'50" West, 20.00 feet; thence North 89°45'10" East 50.00 feet to a point on aforesaid West Right of Way line; thence South 00°39'20" East, 50.00 feet along said West Right of Way line to the Point of Beginning.

Containing 10,452 square feet, more or less.

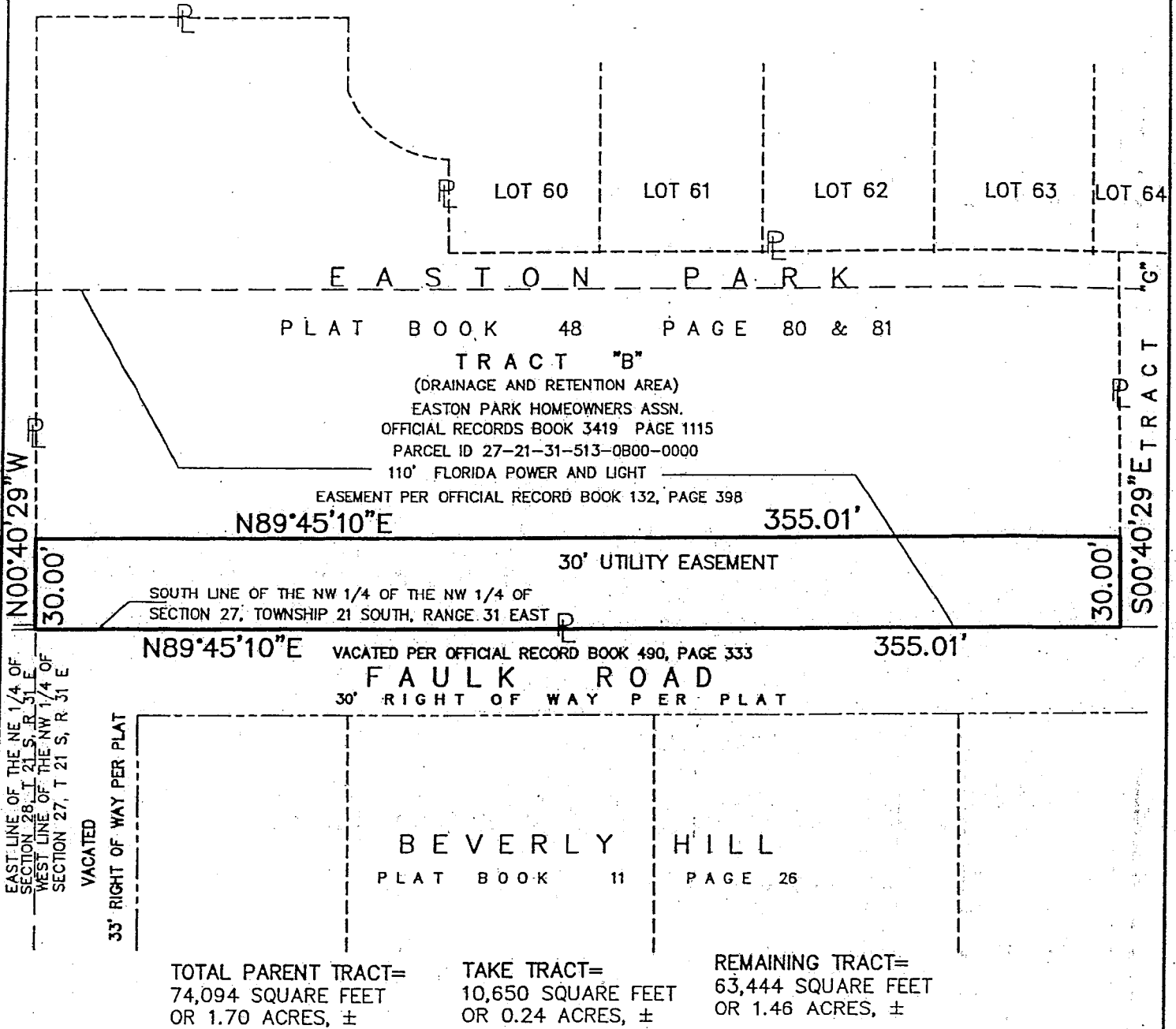
**SURVEYORS REPORT**

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This Survey was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.
4. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
5. Dimensions and area shown are based on record information.
6. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.

Description  FOR	Date: <b>June 10, 2003 MR</b>		CERT. NO. LB2108	46593050
	Job No.: <b>46593050</b>	Scale: <b>1"=50'</b>	 <b>SOUTHEASTERN SURVEYING &amp; MAPPING CORP.</b>	

**LEGAL DESCRIPTION**


The South 30 feet of TRACT "B", EASTON PARK as recorded in Plat, Book 48, Pages 80 and 81 of the Public Records of Seminole County, Florida.  
Containing 10650 square feet or 0.24 acres, more or less.



TOTAL PARENT TRACT= 74,094 SQUARE FEET OR 1.70 ACRES, ±  
TAKE TRACT= 10,650 SQUARE FEET OR 0.24 ACRES, ±  
REMAINING TRACT= 63,444 SQUARE FEET OR 1.46 ACRES, ±

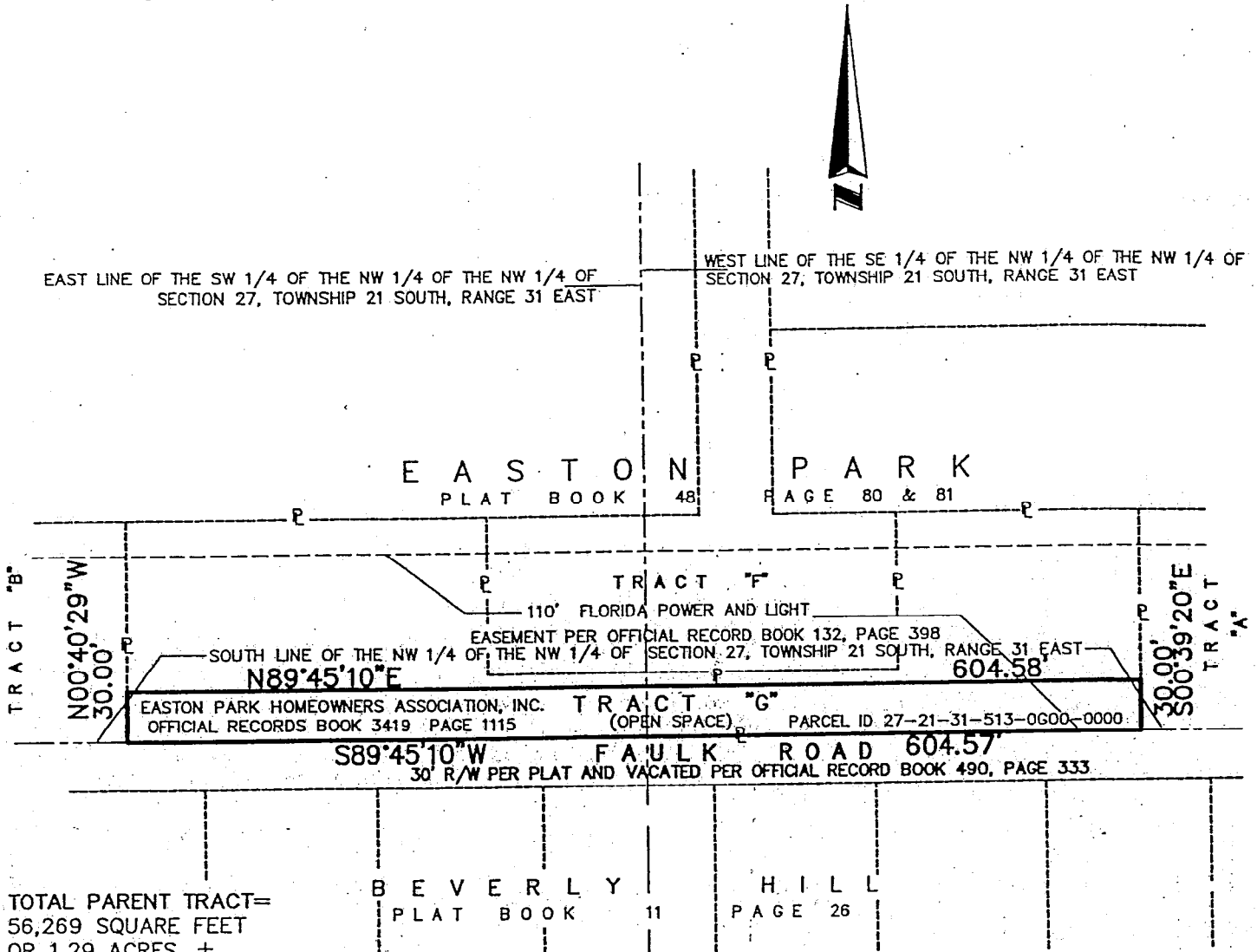
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2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.

<p><b>Legal Description</b></p>	<p>Date: <b>Jan. 30, 2002 CS</b></p>		<p>46593052</p>
<p>FOR <b>INWOOD CONSULTING ENGINEERS</b></p> <p><b>EXHIBIT B</b></p>	<p>Job No.: <b>46593052</b></p>	<p>Scale: <b>1" = 50'</b></p>	<p> <b>SOUTHEASTERN SURVEYING &amp; MAPPING CORP.</b> 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p><i>Gary B. Crick</i> <b>GARY B. CRICK</b> REGISTERED LAND SURVEYOR NO. 4245</p>
<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b></p>			

## LEGAL DESCRIPTION

The South 30 feet of Tract "G", EASTON PARK, as recorded in Plat Book 48, Pages 80 and 81 of the Public Records of Seminole County, Florida.  
Containing 18,137 square feet or 0.42 acres, more or less.




TOTAL PARENT TRACT=  
56,269 SQUARE FEET  
OR 1.29 ACRES, ±

TAKE TRACT=  
18,137 SQUARE FEET  
OR 0.42 ACRES, ±

REMAINING TRACT=  
38,132 SQUARE FEET  
OR 0.87 ACRES, ±

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<p><b>Legal Description</b></p> <p>FOR INWOOD CONSULTING ENGINEERS</p> <p><b>EXHIBIT C</b></p>	<p>Date: <b>Jan. 30, 2002 CS</b></p> <p>Job No.: <b>46593051</b></p> <p>Scale: <b>1" = 100'</b></p> <p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b></p>	<p style="text-align: right;">46593051</p> <div style="text-align: center;">  <p><b>SOUTHEASTERN SURVEYING &amp; MAPPING CORP.</b> 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p style="font-size: 1.5em; font-family: cursive;"><i>Gary B. Krick</i></p> <p><b>GARY B. KRICK</b> REGISTERED LAND SURVEYOR NO. 4245</p> </div>
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SKETCH OF DESCRIPTION

EASTON CIRCLE

N 89°45'10" E  
50.00'

EASTON PARK  
PLAT BOOK 48 PAGE 80 & 81

TRACT "A"  
(DRAINAGE AND RETENTION AREA)

EASTON PARK HOMEOWNERS ASSOCIATION, INC.  
OFFICIAL RECORDS BOOK 3419 PAGE 1115  
PARCEL ID 27-21-31-513-0A00-0000

110' FLORIDA POWER AND LIGHT  
EASEMENT PER OFFICIAL RECORD BOOK 132, PAGE 398

N 00°14'50" W  
20.00'

N 89°45'10" E 264.87'

PROPOSED UTILITY EASEMENT

SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF  
SECTION 27, TOWNSHIP 21 SOUTH, RANGE 31 EAST

S 89°45'10" W 315.01'

VACATED PER OFFICIAL RECORD BOOK 490, PAGE 333

FAULK ROAD

30' RIGHT OF WAY PER PLAT

NORTH RIGHT  
OF WAY LINE

BEVERLY HILL  
PLAT BOOK 11 PAGE 26

POINT OF BEGINNING

N 00°39'20" W  
30.00'

50.00'

STATE ROAD 434  
EXISTING WEST RIGHT OF WAY LINE

100' RIGHT OF WAY PER PLAT BOOK 11 PAGE 26

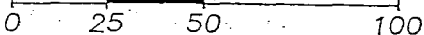
10' EASEMENT PER PLAT  
FUTURE R/W PER PLAT

TOTAL PARENT TRACT=  
57,600 SQUARE FEET  
OR 1.32 ACRES, ±

TAKE TRACT=  
10,452 SQUARE FEET  
OR 0.24 ACRES, ±

REMAINING TRACT=  
47,148 SQUARE FEET  
OR 1.08 ACRES, ±

1" = 50'  
GRAPHIC SCALE



SOUTHEASTERN SURVEYING & MAPPING CORP.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
email: info@southeasternsurveying.com