

02

36



**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]*
Ext. 5736

CONCUR: Mark Flomerfelt, Manager/Stormwater Division *[Signature]*
Pam Hastings, Administrative Manager/Public Works Department *[Signature]*

DATE: April 7, 2004

RE: Purchase Agreement Acquisition Authorization
Lockhart-Smith Canal Drainage System Improvement Project
Parcel No. 16-19-30-5AB-0500-003A
Owners: Dale and Donna McConnell

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 16-19-30-5AB-0500-003A, which is required as part of the Lockhart-Smith Canal Drainage System Improvement Project, in the amount of \$17,500.00, inclusive of all attorney fees and expert costs.

I THE PROPERTY

A. Location Data

The property is located on the east side of North Oregon Street, 336 feet north of Orange Boulevard, in unincorporated Seminole County, Florida.

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

B. Address

1451 North Oregon Street
Sanford, FL 32771

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-98 on May 27, 2003 for the Lockhart-Smith Canal Drainage System Improvement Project, authorizing the acquisition of a drainage easement along the above-referenced property, and finding that the construction of the Lockhart-Smith Canal 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

The parent parcel consists of 3.730 acres of which 4,212 square feet will be used as a permanent drainage easement in order to improve and maintain the Lockhart-Smith Canal. The remainder is improved with a large single family home built in 1993.

IV APPRAISED VALUES

Diversified Property Specialists, Inc. completed an appraisal of the subject parcel. The County's staff appraiser reviewed and approved the appraisal. The appraiser's opinion of value for the drainage easement acquisition is \$8,400.00.

V BINDING OFFERS/NEGOTIATIONS

County staff received authorization from the Board of County Commissioners to extend a binding written offer to the property owners in the amount of \$10,000.00. The property owners retained Steve Coover, Esquire, Hutchison, Mamele & Coover, P.A., as their attorney. County staff met with the property owners and their attorney and through negotiations arrived at a proposed settlement amount of \$17,500.00, subject to BCC approval. The settlement also includes the County installing a 6' chain-link fence along the easement, instead of reconstructing the existing hog wire fence. The estimated cost of the fence (materials and installation) is \$1,100.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This settlement proposal makes sense based on cost avoidance. The difference between the County's written offer amount and the proposed settlement amount (\$7,500.00) would be spent quickly by experts employed by both sides, if the case proceeds to litigation. The cooperative purchase of the property through this proposed settlement is in the best interest of the citizens of Seminole County, and is the most cost effective means of effectuating the drainage easement improvements.

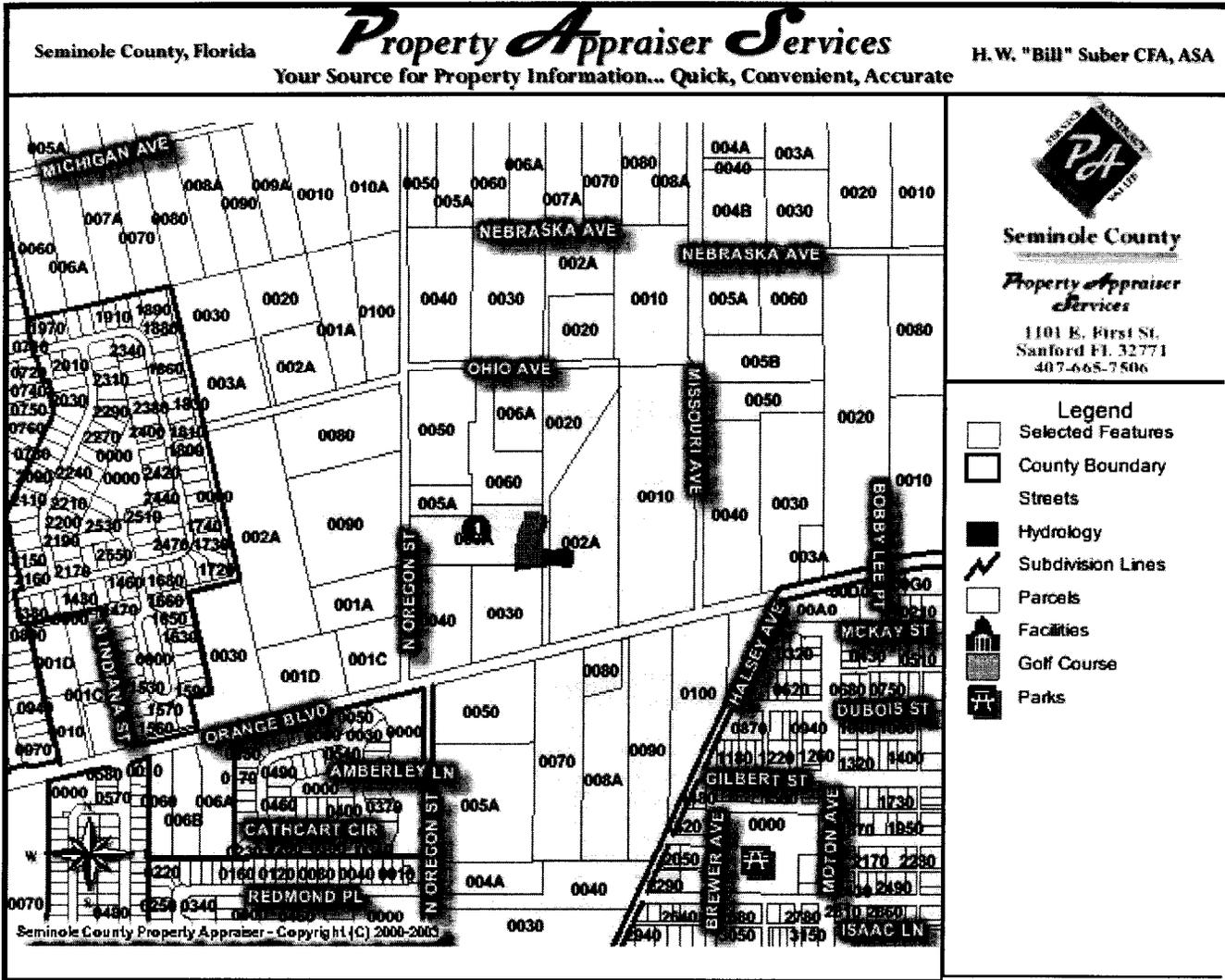
VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$17,500.00, inclusive of attorney's fees and expert costs.

LV/sb

Attachments:

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



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AB0500003A	MC CONNELL DALE E & DONNA L	1451 N OREGON ST	SANFORD	FL	32771

EXHIBIT A

PROPERTY SKETCH

Date Taken: 7-30-03

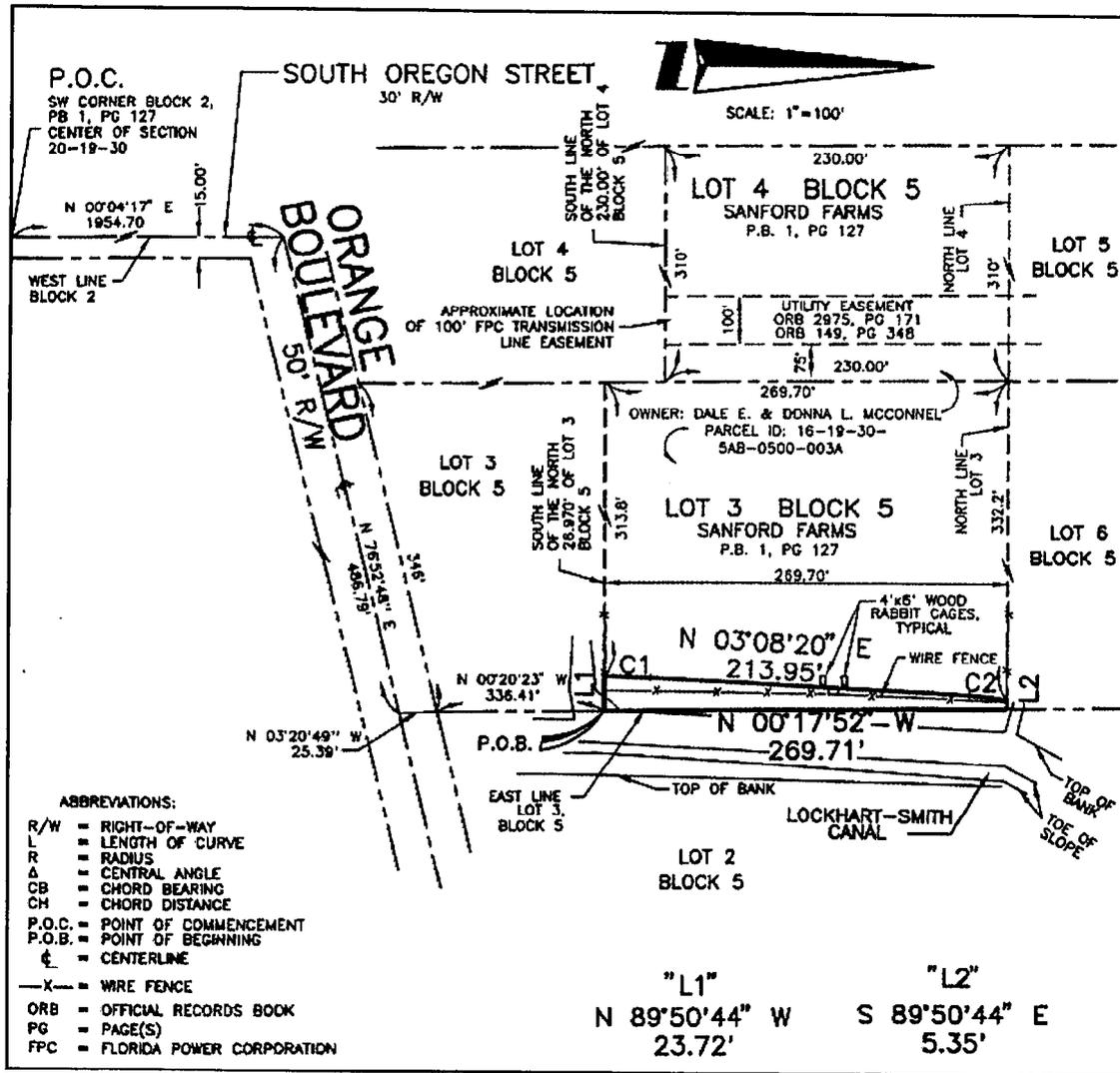


EXHIBIT B

PURCHASE AGREEMENT - PERMANENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between DALE E. MCCONNELL and DONNA L. MCCONNELL, whose address is 1451 North Oregon Street, Sanford, FL 32771-8700, 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 the Lockhart-Smith Canal improvement 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 purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See, attached Exhibit "A"

Parcel I.D. Number: 16-19-30-5AB-0500-003A

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Permanent Drainage/Stormwater Easement, see, attached Exhibit "B", unto COUNTY for the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00). 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 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 attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, The before mentioned closing costs 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 Permanent Drainage/Stormwater Easement, in order to construct the improvements associated with the Lockhart-Smith Canal/Drainage System 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 on account 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.

(j) The COUNTY shall reconstruct the existing hog wire fence, which connects the northeastern and southeastern property lines, (parallel and adjacent to the existing canal), with a new six (6) foot tall chain link fence, as part of the Lockhart-Smith Canal Improvement Project.

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

STEVE COOVER

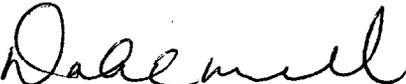
PRINT NAME



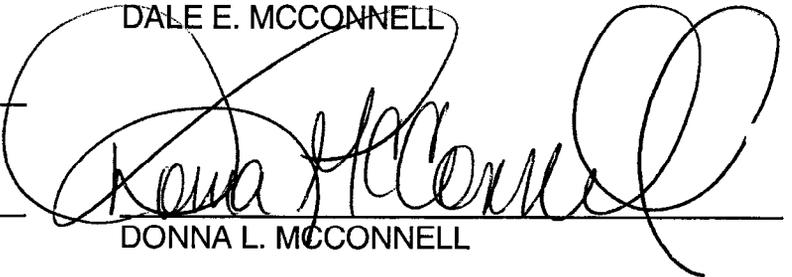
SIGNATURE

STEVE COOVER

PRINT NAME



DALE E. MCCONNELL



DONNA L. MCCONNELL

ADDRESS: 1451 North Oregon Street
Sanford, FL 32771-8700

COMMISSIONER SIGNATORY BLOCK BEGINS ON PAGE FOUR

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
Seminole County only. Ap-
proved 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
3/24/03

P:\USERS\CALA01\MY DOCUMENTS\AGT\
LOCKHART-SMITH CANAL PERM PA AGT\MCCONNELL.DOC

SCHEDULE "A"

EXHIBIT A

DESCRIPTION:

A portion of the North 269.70 feet of Lot 3, and the North 230.00 feet of Lot 4, Block 5, Sanford Farms according to the map or plat thereof recorded in Plat Book 1; Page 127 of the public records of Seminole County, Florida, more particularly described as follows:

Commence at the Southwest corner of Block 2 of said plat, also being the center of Section 20, Township 19 South, Range 30 East, thence North 00°04'17" East along the West line of said Block 2, also being the centerline of South Oregon Street, 1954.70 feet to a point on the centerline of Orange Avenue; thence North 76°52'37" East along said centerline, 486.79 feet; thence North 03°20'49" West, 25.39 feet to the Southeast corner of said Lot 3; thence North 00°20'23" West, 336.41 feet along said East line to the Point of Beginning; thence North 89°50'44" West, 23.72 feet to a point on a non-tangent curve, concave Easterly, having a radius of 2050.00 feet and a central angle of 0°50'54"; thence Northerly along the arc of said curve, 30.35 feet to the point of tangency (chord bearing and distance between said points being, North 02°42'53" East, 30.35 feet); thence North 03°08'20" East, 213.95 feet to a point of curvature of a curve concave Southeasterly, having a radius of 150.00 feet and a central angle of 9°56'00"; thence Northeasterly along said curve, 26.01 feet (chord bearing and distance between said points being, North 08°06'20" East, 25.97 feet); thence South 89°50'44" East, 5.35 feet along the North line of said Lot 3 to a point on the East line of said Lot 3; thence South 00°17'52" East, 269.71 feet along said East line to the Point of Beginning.

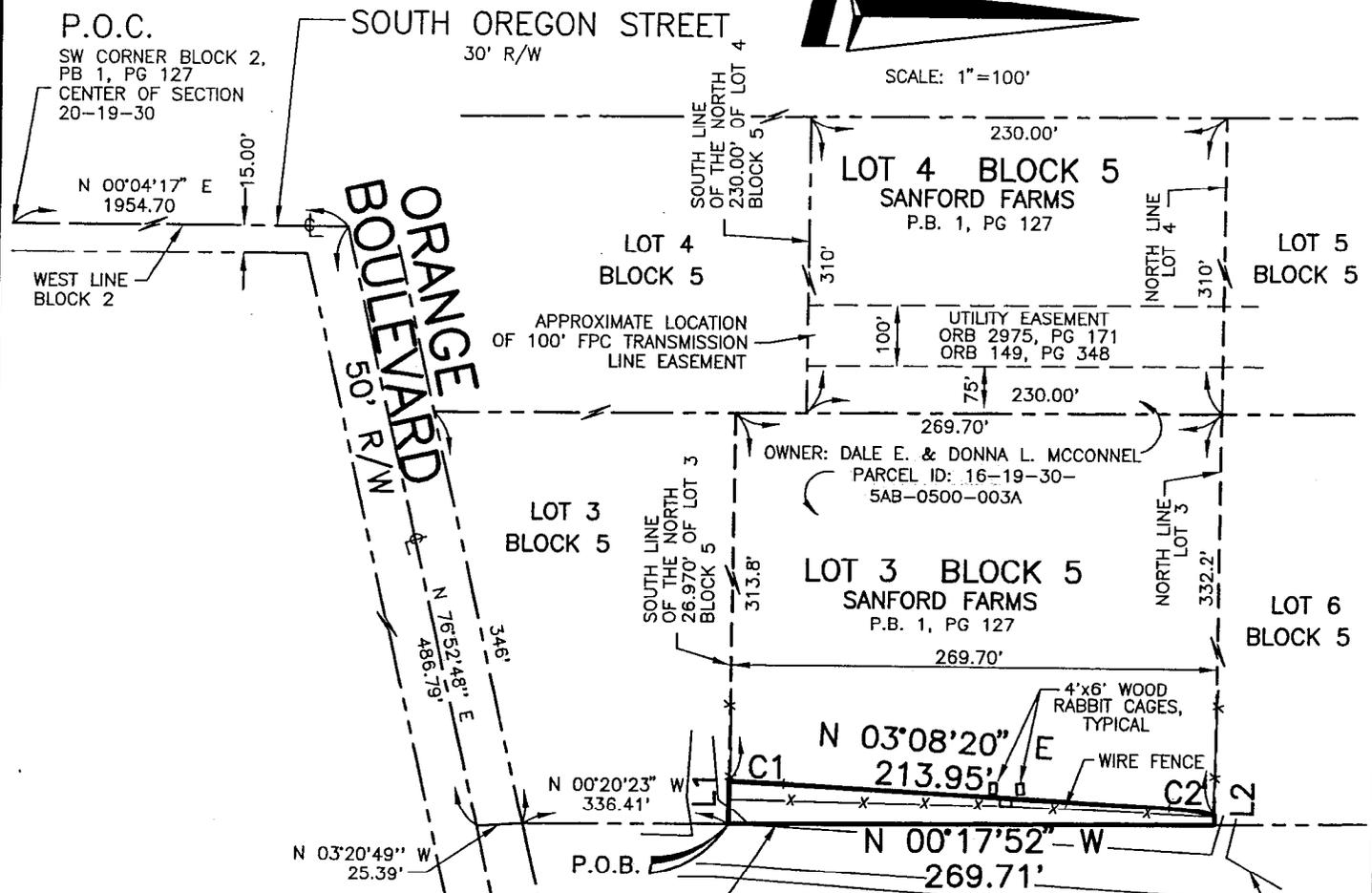
Containing 4,212 square feet (0.097 acres, more or less.)

SURVEYORS NOTES

1. Bearings shown hereon are based on the centerline of South Oregon Street, being N. 0°04'17" E., per the map of Lockhart-Smith Canal, prepared by Tinklepaugh Surveying Services, Inc., dated: 5/01/01, File No. SX6822-A
2. 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.
3. Vertical information shown hereon refers to 4"x4" Concrete Monument with Seminole County disk stamped 3050801 located ± 30' North of the centerline of the intersection of Canal Street and Missouri Avenue (Elevation=7.414)
4. Topography shown hereon was extracted from a digital file of a topographic survey prepared by Tinklepaugh Surveying Services, Inc. dated 5-1-01 and verified by a field reconnaissance by Southeastern Surveying & Mapping Corporation dated 3-20-2003.
5. This description is based on information shown on the map of Lockhart-Smith Canal, prepared by Tinklepaugh Surveying Services, Inc., dated: 5/01/01, File No. SX6822-A.

<p>DESCRIPTION</p> <p>FOR</p> <p>Seminole County</p>	Date:		3-20-2003 EO		<p>CERT. NO. LB2108 48126015</p>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751 (407)647-8898 fax(407)647-1667 email info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	Job No.:	Scale:	48126015 1" = 100'		
	<p>CH. 61G17-6, Florida Administrative Code requires that a description drawing bear the notation that THIS IS NOT A SURVEY.</p>				
<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>					

SKETCH OF DESCRIPTION



- ABBREVIATIONS:
- R/W = RIGHT-OF-WAY
 - L = LENGTH OF CURVE
 - R = RADIUS
 - Δ = CENTRAL ANGLE
 - CB = CHORD BEARING
 - CH = CHORD DISTANCE
 - P.O.C. = POINT OF COMMENCEMENT
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 - ⊕ = CENTERLINE
 - X- = WIRE FENCE
 - ORB = OFFICIAL RECORDS BOOK
 - PG = PAGE(S)
 - FPC = FLORIDA POWER CORPORATION

"C1"	"C2"
L= 30.35'	L= 26.01'
R= 2050.00'	R= 150.00'
Δ= 0°50'54"	Δ= 9°56'00"
CB= N02°42'53" E	CB= N08°06'20" E
CH= 30.35'	CH= 25.97'

"L1" "L2"

N 89°50'44" W S 89°50'44" E

23.72' 5.35'



SOUTHEASTERN SURVEYING & MAPPING CORP.
 324 North Orlando Avenue
 Maitland, Florida 32751-4702
 (407)647-8898 fax(407)647-1667
 Cert. No. LB-2108
 email: info@southeasternsurveying.com

This instrument prepared by:
Stephen P. Lee, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

EXHIBIT B

PERMANENT DRAINAGE/STORMWATER EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2004, by and between DALE E. MCCONNELL and DONNA L. MCCONNELL, whose address is 1451 North Oregon Street, Sanford, FL 32771-8700, hereinafter referred to as the GRANTORS, 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 the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTORS do hereby grant and convey to the GRANTEE and its assigns, a perpetual Permanent Drainage/Stormwater Easement, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures over, under, upon and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

See Exhibit "A," attached hereto and incorporated herein.

Property Appraiser's Parcel Identification Nos.: **16-19-30-5AB-0500-003A**

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage and any other facilities placed thereon by the GRANTEE and its assigns, from the herein granted right-of-way, and

GRANTORS, their successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any facilities placed thereon.

GRANTORS do hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

(Signature)

_____(SEAL)
DALE E. MCCONNELL

(Printed Name)

(Signature)

(Printed Name)

(Signature)

_____(SEAL)
DONNA L. MCCONNELL

(Printed Name)

(Signature)

(Printed Name)

ADDRESS: 1451 North Oregon Street
Sanford, FL 32771-8700

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 20____.

Legibly print or stamp Notary's name

Notary Public, in and for the
County and State Aforementioned

My Commission Expires:

Attachment:

Exhibit "A" – Legal Description

P:\USERS\CALA01\MY DOCUMENTS\AGT\
LOCKHART-SMITH CANAL PERM PA AGT\MCCONNELL DRNG ESMT.DOC

SCHEDULE "A"

EXHIBIT A

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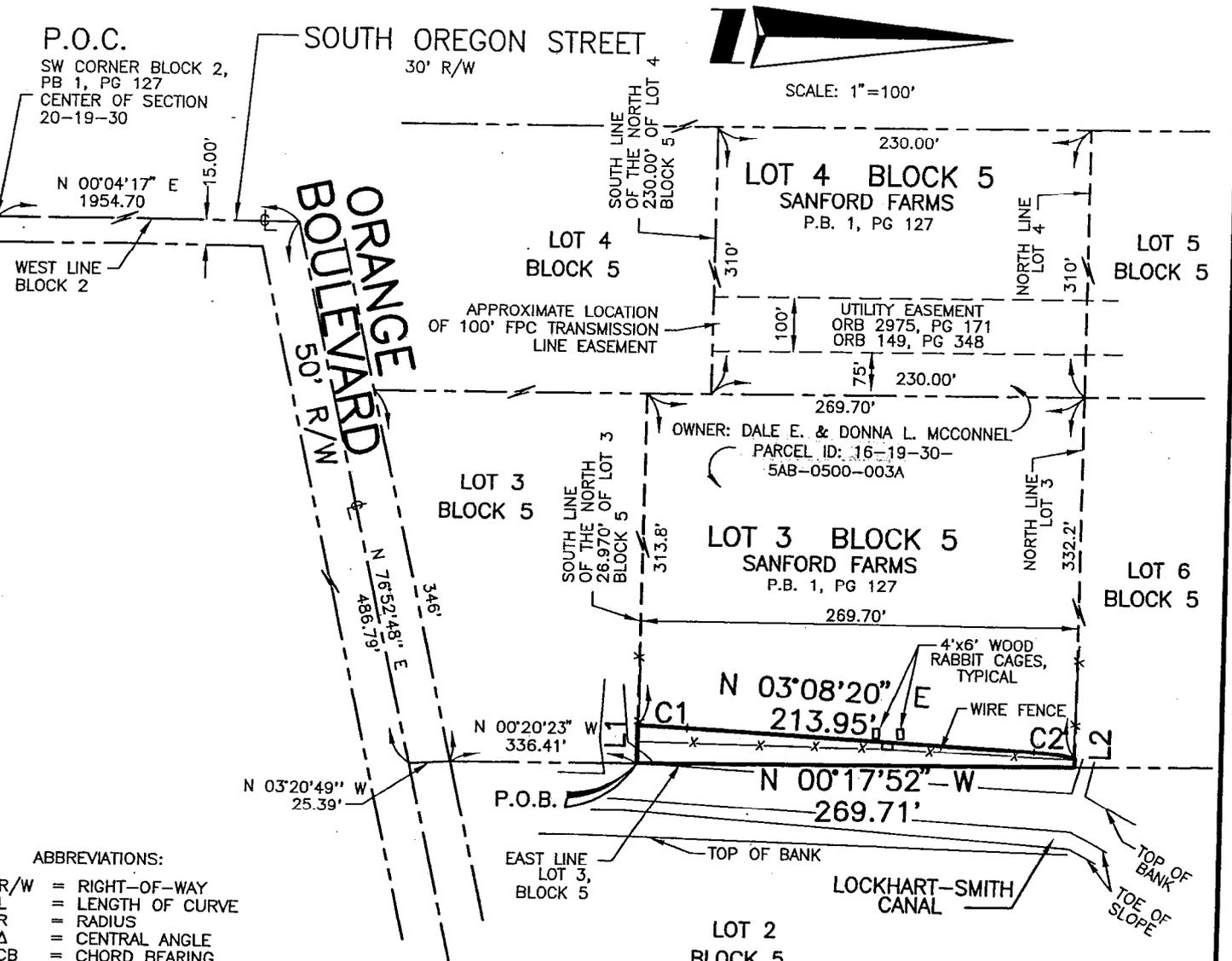
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SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH					

SKETCH OF DESCRIPTION



SCALE: 1"=100'

P.O.C.
SW CORNER BLOCK 2,
PB 1, PG 127
CENTER OF SECTION
20-19-30

N 00°04'17" E
1954.70

WEST LINE
BLOCK 2

ORANGE
BOULEVARD
50' R/W

N 03°20'49" W
25.39'

N 76°52'48" E
486.79'

LOT 3
BLOCK 5

SOUTH LINE
OF THE NORTH
BLOCK 5

OWNER: DALE E. & DONNA L. MCCONNEL
PARCEL ID: 16-19-30-
5AB-0500-003A

LOT 3 BLOCK 5
SANFORD FARMS
P.B. 1, PG 127

LOT 6
BLOCK 5

N 00°20'23" W
336.41'

P.O.B.

EAST LINE
LOT 3,
BLOCK 5

LOT 2
BLOCK 5

N 00°17'52" W
269.71'

LOCKHART-SMITH
CANAL

TOP OF
BANK
TOE OF
SLOPE

ABBREVIATIONS:

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- L = LENGTH OF CURVE
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CH= 30.35'

"C2"
L= 26.01'
R= 150.00'
Δ= 9°56'00"
CB= N08°06'20"E
CH= 25.97'

"L1"
N 89°50'44" W
23.72'

"L2"
S 89°50'44" E
5.35'



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407)647-8898 fax(407)647-1667
Cert. No. LB-2108
email: info@southeasternsurveying.com