

03

37



**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

DATE: April 19, 2004

RE: Purchase Agreement Acquisition Authorization  
Lockhart-Smith Canal Drainage System Improvement Project  
Parcel No. 16-19-30-5AB-0200-0070  
Owners: Thomas & Andrea Youngblood

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-0200-0070, which is required as part of the Lockhart-Smith Canal Drainage System Improvement Project, in the amount of \$105,000.00, inclusive of all fees, costs and expenses incurred.

**I THE PROPERTY**

**A. Location Data**

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

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

**B. Address**

4757 Orange Boulevard  
Sanford, FL 32771-9034

**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 10.140 acres of which almost an acre (42,917 square feet) will be used as a permanent drainage easement in order to improve and maintain the Lockhart-Smith Canal. The remainder is currently zoned agricultural and is improved with various sheds and workshops related to the house moving and scrap metal recovery business the property owner operates on site.

### **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 \$59,750.00.

### **V BINDING OFFERS/NEGOTIATIONS**

The BCC authorized binding written offer in the amount of \$65,000.00 was sent to the property owners on December 18, 2003. The owners responded by hiring an attorney who made a settlement proposal on behalf of his clients for \$125,000.00, inclusive of fees and costs. After extended negotiations the parties arrived at a proposed settlement amount of \$105,000.00, subject to BCC approval.

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

The bases for the property owners' demand are: (1) the impact to the business, and (2) the probability of rezoning the property to industrial or commercial. Rezoning is a probability because of the uses in the area and the fact that the owners are already operating a business on the property. The potential for a business damage claim is also high. Finally, the owners raised the possibility of an inverse condemnation claim.

While the property owner might not prevail on any or all of the arguments set forth above, litigating these issues would add expenses to the case, including expert witnesses for both sides. For these reasons, this settlement proposal makes sense based on cost avoidance. 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 \$105,000.00, inclusive of all attorney's fees and expert costs.

LV/sb

Attachments:

Location Map (Exhibit A)

Sketch Map (Composite Exhibit B)

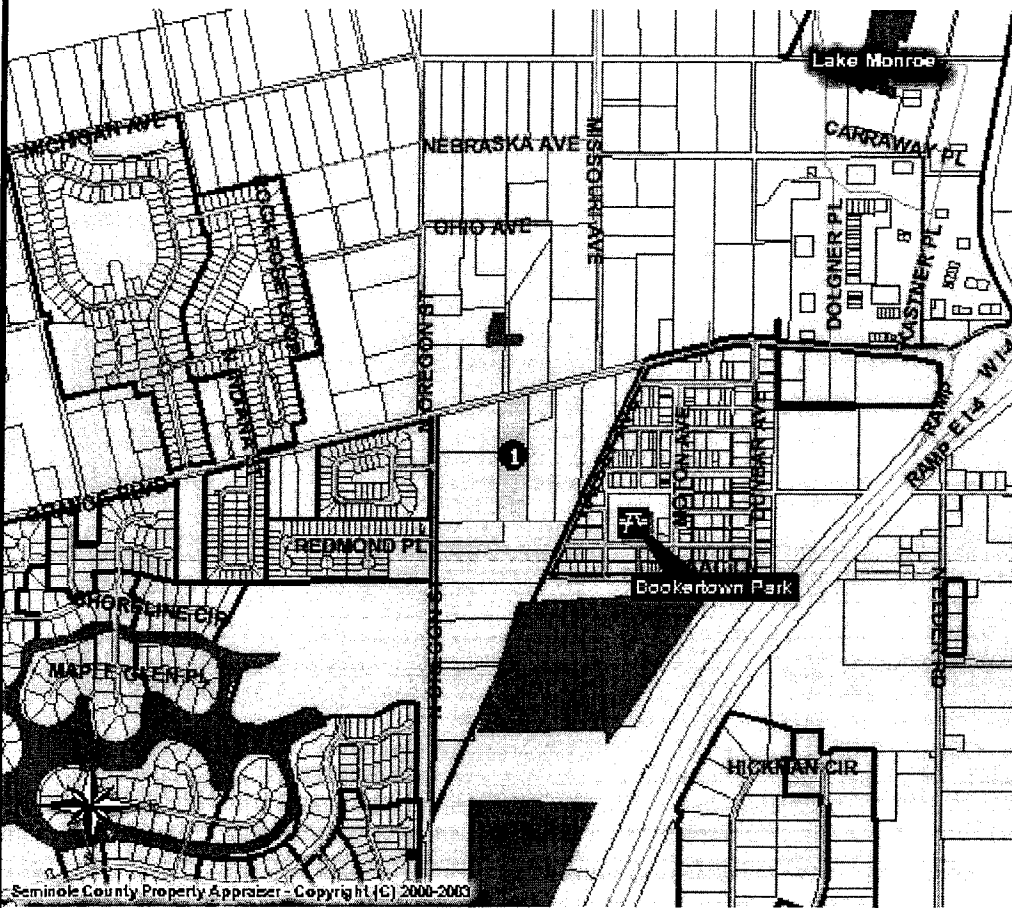
Purchase Agreement (Exhibit C)

Seminole County, Florida

# Property Appraiser Services

Your Source for Property Information... Quick, Convenient, Accurate

H. W. "Bill" Suber CFA, ASA



**Seminole County**  
*Property Appraiser Services*

1101 E. First St.  
Sanford FL 32771  
407-665-7506

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

Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AB02000070	YOUNGBLOOD THOMAS A & ANDREA	PO BOX 470278	LAKE MONROE	FL	32747

## EXHIBIT A

PARCEL 1930-16-5AB-0200-0070 - PROPERTY SKETCH

- ABBREVIATIONS:  
 R/W = RIGHT-OF-WAY  
 P.O.B. = POINT OF BEGINNING  
 C = CENTERLINE  
 ◇ = POWER POLE  
 OU = OVERHEAD UTILITY LINE  
 -X- = WIRE FENCE (OLD AND BROKEN)

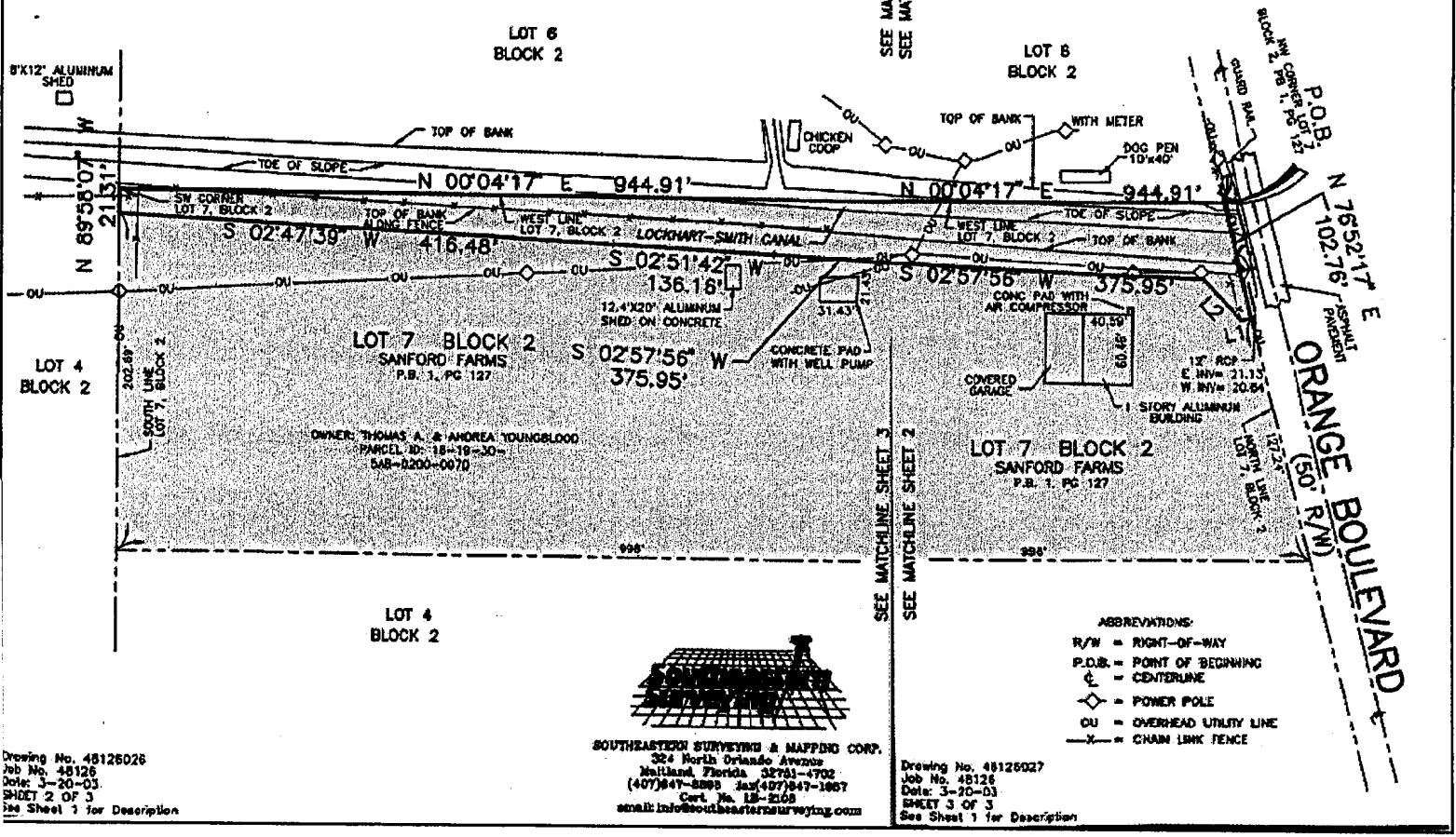
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 S 47°39'37" W  
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SCALE: 1"=100'

SEE MATCHLINE SHEET 1  
 SEE MATCHLINE SHEET 2

SEE MATCHLINE SHEET 3  
 SEE MATCHLINE SHEET 2



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SOUTHEASTERN SURVEYING & MAPPING CORP.  
 324 North Orlando Avenue  
 Maitland, Florida 32751-4702  
 (407)847-8898 fax (407)847-1867  
 Cert. No. 12-2168  
 email: info@southeasternsurveying.com

Drawing No. 48126026  
 Job No. 48126  
 Date: 3-20-03  
 SHEET 3 OF 3  
 See Sheet 1 for Description

Drawing No. 48126026  
 Job No. 48126  
 Date: 3-20-03  
 SHEET 2 OF 3  
 See Sheet 1 for Description

**PURCHASE AGREEMENT PERMANENT EASEMENT**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between THOMAS A. AND ANDREA YOUNGBLOOD whose address is P. O. Box 470278, Lake Monroe, FL 32747-0278, 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-0200-0070

**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 ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00.) 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 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.

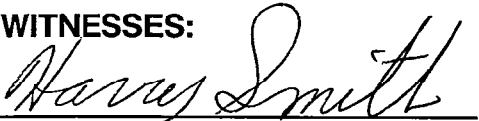
(g) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any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

**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

HARRY SMITH

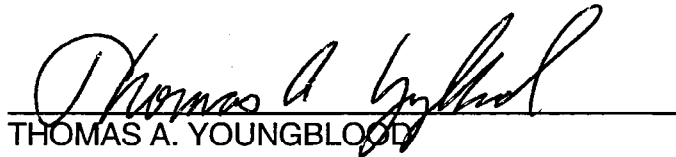
PRINT NAME



SIGNATURE

David Rodriguez

PRINT NAME



THOMAS A. YOUNGBLOOD



ANDREA YOUNGBLOOD

ADDRESS: P. O. Box 470278  
Lake Monroe, FL 32747-0278

**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/sb  
04/05/04

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



SCHEDULE "A"

EXHIBIT A

DESCRIPTION:


A portion of Lot 7, Block 2, 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:

Begin at the Northwest corner of said Lot 7, said point also being on the South right of way of Orange Boulevard; thence North 76°52'17" East, 102.76 feet along said South right of way, also being the North line of said Lot 7; thence South 13°07'23" East, 8.80 feet; thence South 47°39'37" West, 47.88 feet; thence South 02°57'56" West, 375.95 feet; thence South 02°51'42" West, 136.16 feet; thence South 02°47'39" West, 416.48 feet to a point on the South line of said Lot 7; thence North 89°58'07" West, 21.31 feet along said South line to the Southwest corner of said Lot 7; thence North 00°04'17" East, 944.91 feet along the West line of said Lot 7 to the Point of Beginning.

Containing 42,917 square feet (0.985 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><b>DESCRIPTION</b></p> <p>FOR</p> <p>Seminole County</p>	<p>Date: <b>3-20-2003 EO</b></p>		<p>CERT. NO. LB2108</p> <p style="text-align: right;">48126025</p>
	<p>Job No.: <b>48126025</b></p>	<p>Scale: <b>1" = 100'</b></p>	 <p><b>SOUTHEASTERN SURVEYING &amp; MAPPING CORP.</b>                  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>  <b>GARY B. KRICK</b>                  REGISTERED LAND SURVEYOR NO. 4245</p>
<p>CH. 61G17-6, Florida Administrative Code requires that a description drawing bear the notation that  <b>THIS IS NOT A SURVEY.</b></p>			
<p>SHEET 1 OF 2                  SEE SHEETS 2-3 FOR SKETCH</p>			

SKETCH OF DESCRIPTION

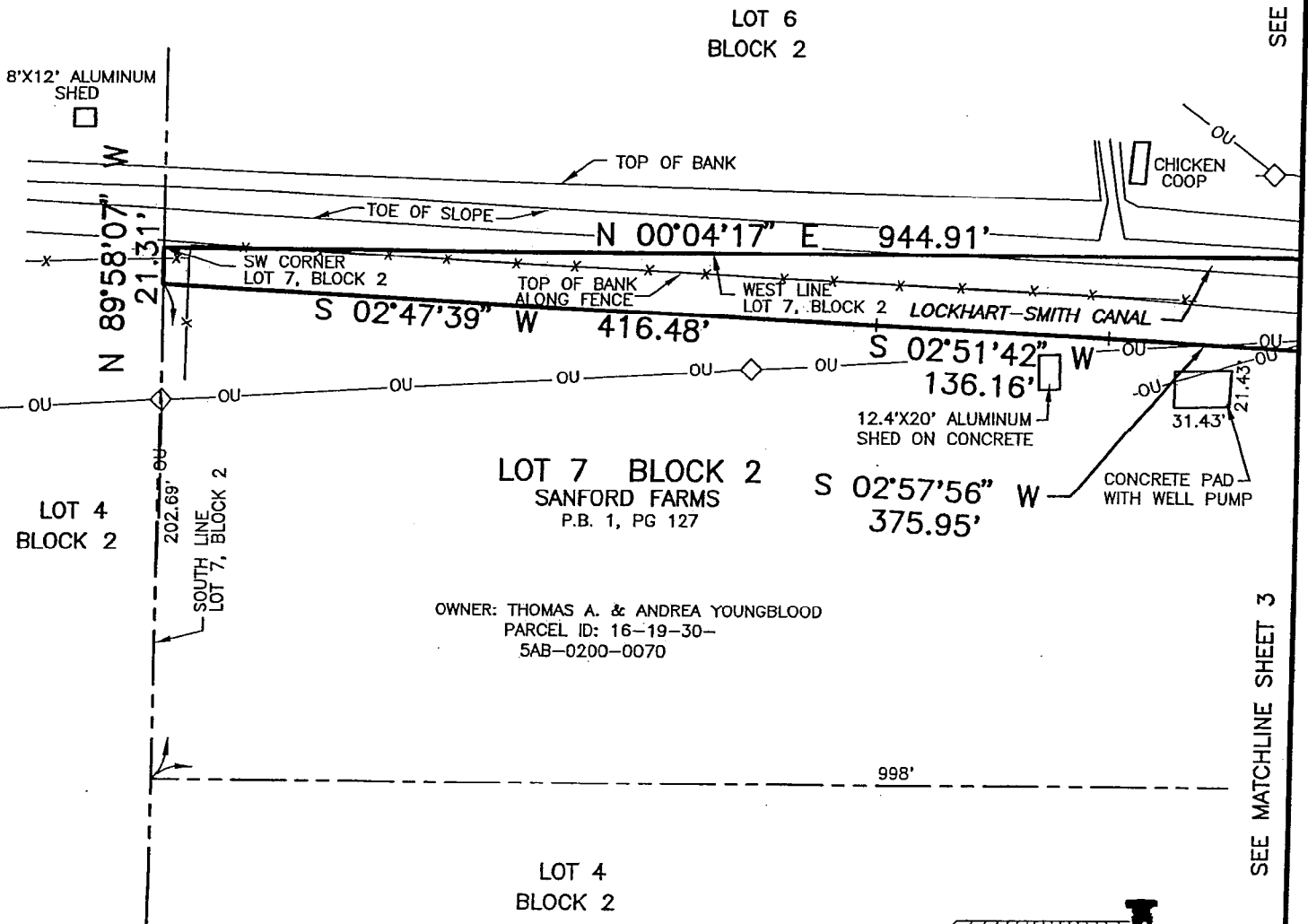
ABBREVIATIONS:

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- X- = WIRE FENCE (OLD AND BROKEN)



SCALE: 1"=100'

SEE MATCHLINE SHEET 3



SEE MATCHLINE SHEET 3



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Maitland, Florida 32751-4702  
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email: info@southeasternsurveying.com

Drawing No. 48126026  
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Date: 3-20-03  
SHEET 2 OF 3  
See Sheet 1 for Description

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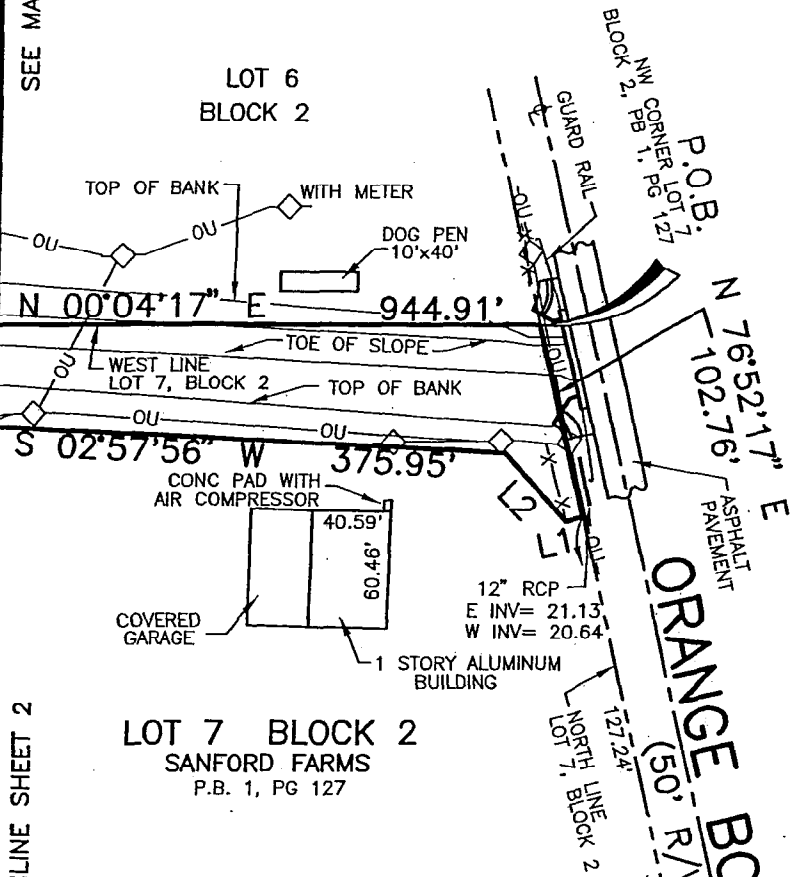


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SEE MATCHLINE SHEET 2

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LOT 6  
BLOCK 2



"L1"  
S 13°07'23" E  
8.80'  
"L2"  
S 47°39'37" W  
47.88'

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LOT 7 BLOCK 2  
SANFORD FARMS  
P.B. 1, PG 127

ORANGE BOULEVARD  
(50' R/W)



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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 THOMAS A. AND ANDREA YOUNGBLOOD whose address is P. O. Box 470278, Lake Monroe, FL 32747-0278, 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-0200-0070**

**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)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
THOMAS YOUNGBLOOD (SEAL)

\_\_\_\_\_  
ANDREA YOUNGBLOOD (SEAL)

ADDRESS: P. O. Box 470278  
Lake Monroe, FL 32747-0278

**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 AGTYOUNGBLOOD DRNG ESMT.DOC

SCHEDULE "A"

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	Job No.: 48126025	Scale: 1" = 100'	 <p>SOUTHEASTERN SURVEYING &amp; 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>
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SHEET 1 OF 2 SEE SHEETS 2-3 FOR SKETCH			

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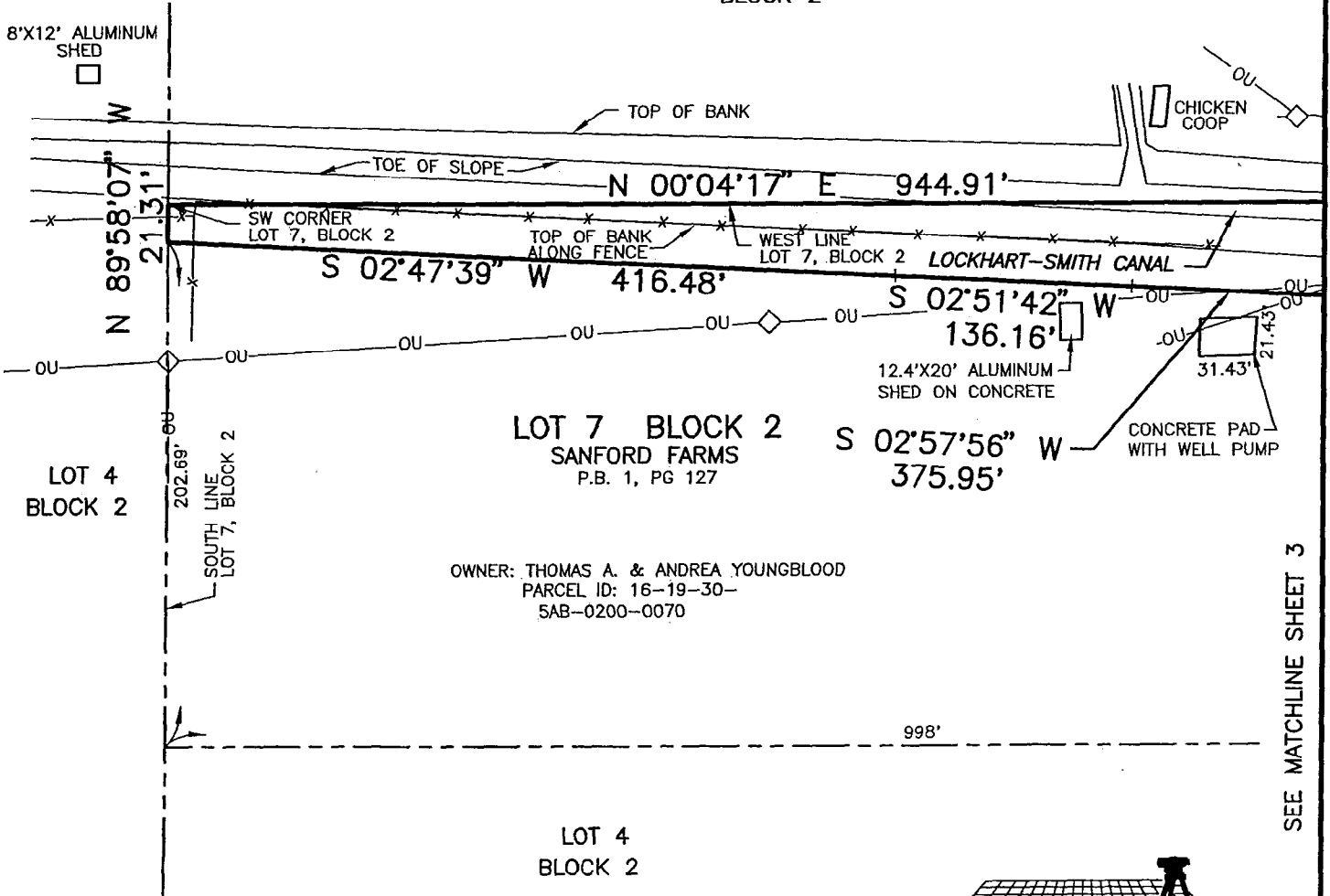
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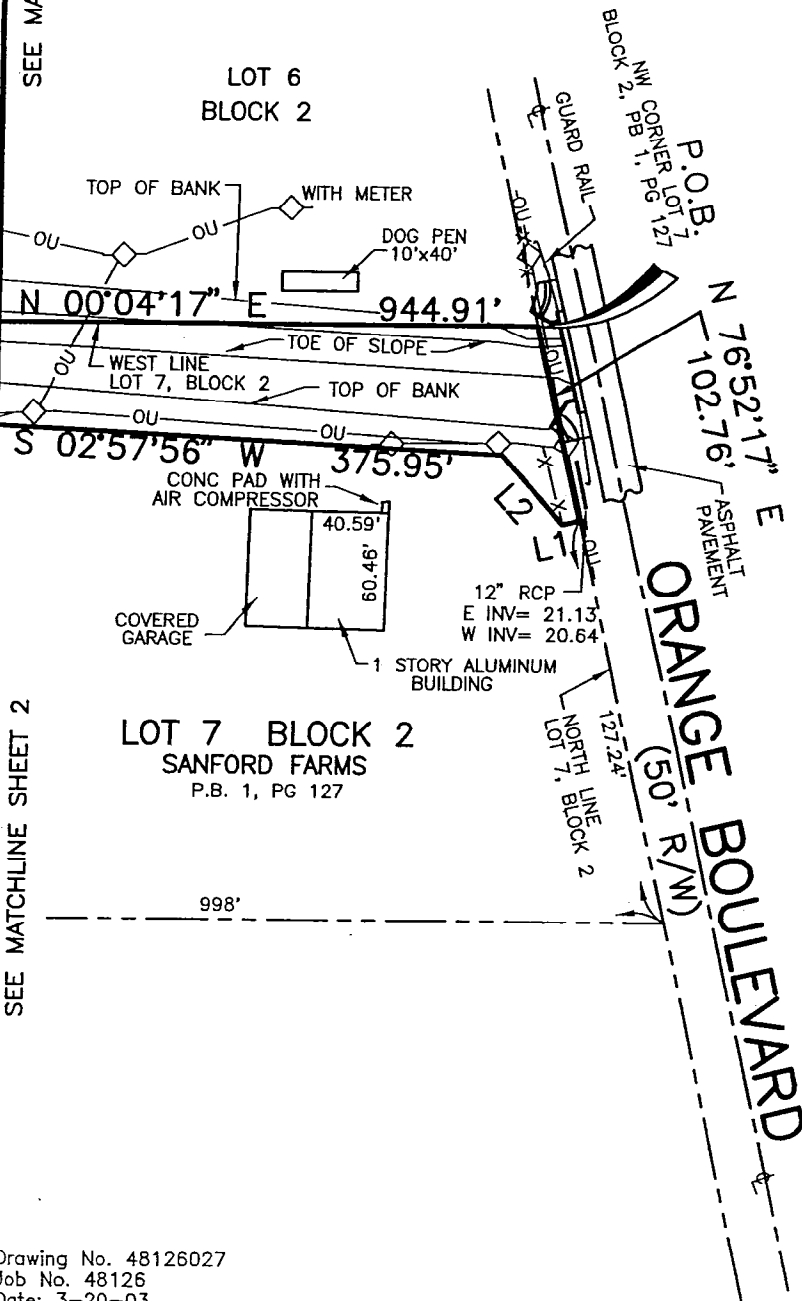


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