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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, *[Signature]* Administrative Manager/Public Works Department  
 Kathleen Myer, P.E., Engineering Division, Major Projects *[Signature]*

DATE: April 14, 2004

SUBJECT: Purchase Agreement Authorization  
 C-15/Elder Creek Ponds Improvement Project  
 Parcel No 119  
 Ellen Schirmer

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 119, which is required for the C-15/Elder Creek Ponds improvement project. The purchase price is \$103,000.00, inclusive of all fees, costs or expenses incurred.

**I THE PROPERTY**

**A. Location Data**

The property is located along the west side of County Road 15, approximately 262 feet south of Iowa Avenue in unincorporated Seminole County, Florida.

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

**B. Address**

460 Monroe Road #C-15  
 Sanford, FL 32771-8875

**C. Description**

The parent tract is 21,879 square feet. The property is improved with a single family residence used as rental property.

## **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2003-R-121 on July 22, 2003, authorizing the acquisition of the referenced property, and finding that the construction of the C-15/Elder Creek Ponds 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**

The proposed acquisition is of the entire 21,879 square foot parent tract.

## **IV APPRAISED VALUES**

The County's appraised value amount is \$86,800.00 for the land and improvements. The County's appraisal was prepared by Donald Oehlrich, MAI, of Florida Realty Analysts, Inc., and was approved by the County's MAI designated staff appraiser.

## **V BINDING OFFERS/NEGOTIATIONS**

The BCC approved a binding written offer amount of \$95,000.00 on March 23, 2004. Prior to sending the written offer, County's acquisition agents negotiated this proposed settlement offer of \$103,000.00.

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

County Staff recommends acceptance of this purchase agreement based on cost avoidance. It is cost effective for the County to purchase the property for \$103,000.00, which is only \$8,000.00 more than the County's binding written offer amount. This settlement will adequately compensate the property owner for her loss of future rental income.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$103,000.00, inclusive of all fees, expert costs or expenses incurred.

LV/sb

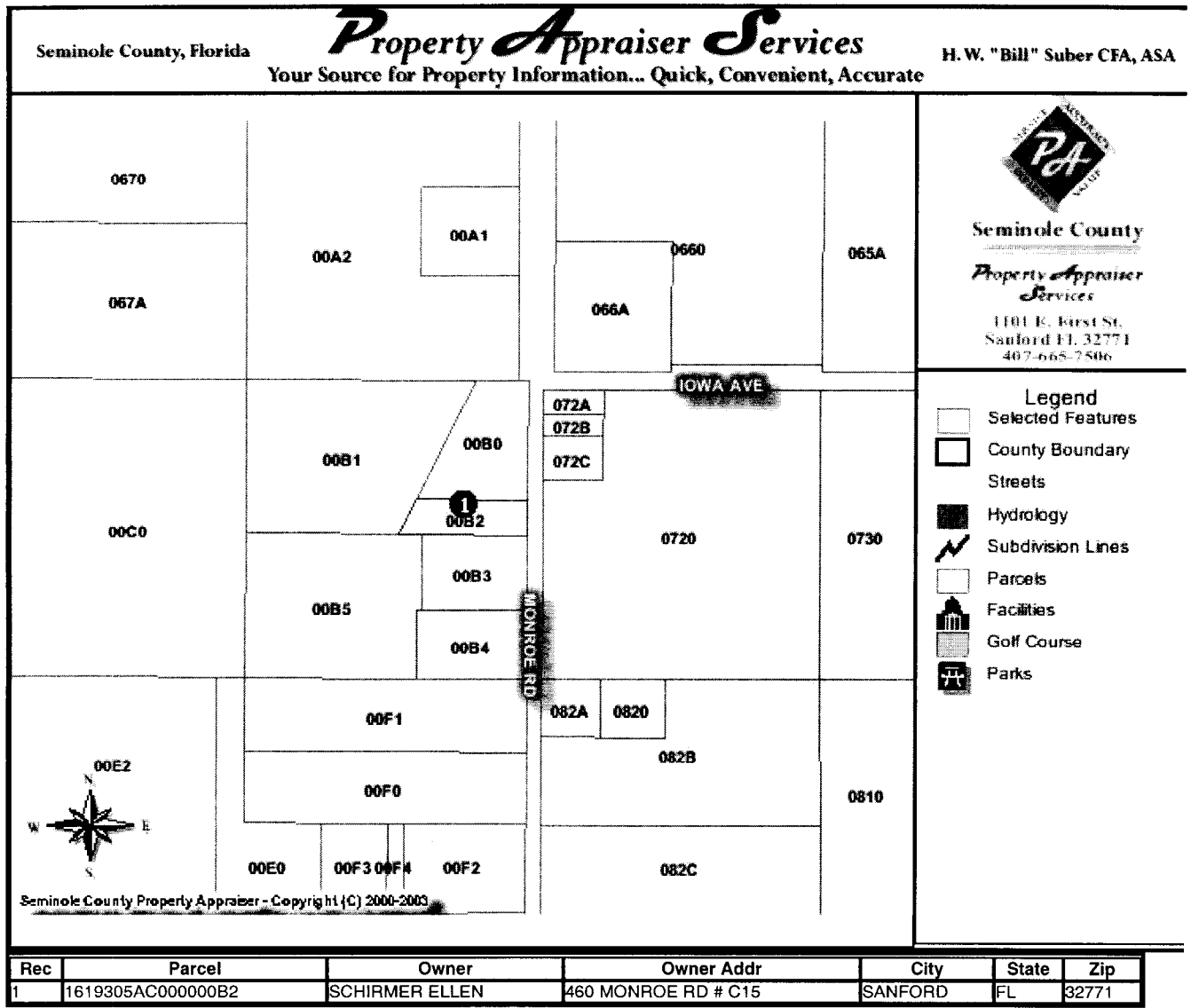
Attachments:

Location Map (Exhibit A)

Sketch Map (Exhibit B)

Purchase Agreement (Exhibit C)

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**EXHIBIT A**

ACQUISITION SKETCH

Parent tract 21,879 gross square feet or 19,279 usable square feet  
 Fee Acquisition 21,879 gross square feet or 19,279 usable square feet (Shaded Area)

PARCEL 119

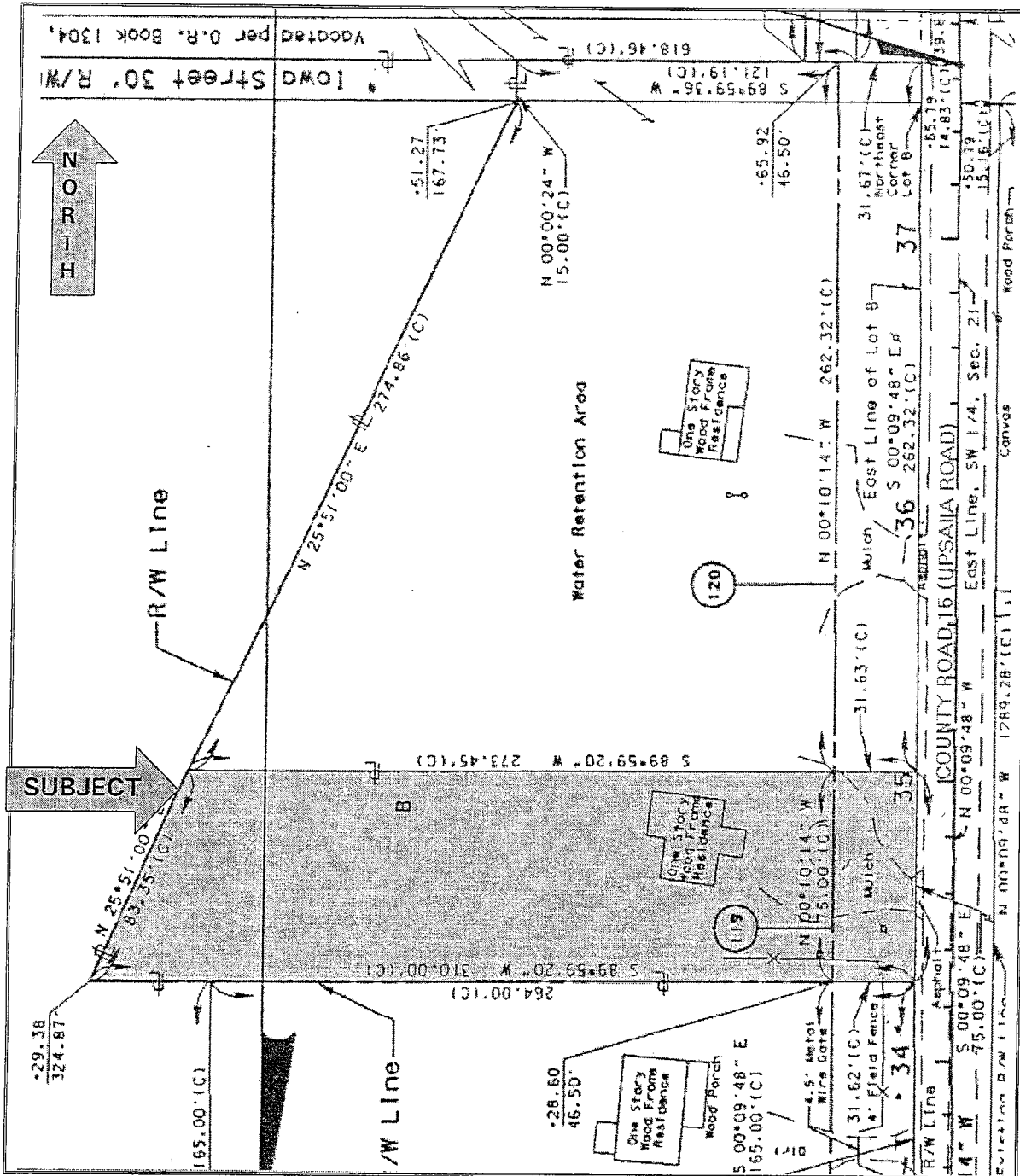


EXHIBIT B

Parcel No.: 119 Client: Seminole County  
 Project: C. R. 15 (Upsala Rd.)/Elder Creek Appraiser: Florida Realty Analysts, Inc.

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between ELLEN SCHIRMER, whose address is 460 Monroe Road #C15, Sanford, Florida 32771-8875, 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 regional stormwater facility/road 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 buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**See, attached Exhibit A**

**Parcel I. D. Number: 16-19-30-5AC-0000-00B2**

**II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of ONE HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$103,000.00). 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 Warranty Deed 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, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and 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 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. 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 normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(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, 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 Elder Creek/County Road 15 regional stormwater facility/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.

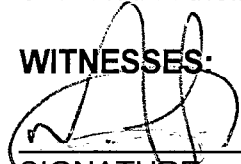
(j) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any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

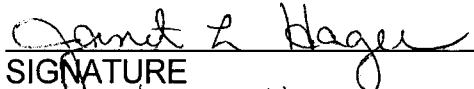
(k) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(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.

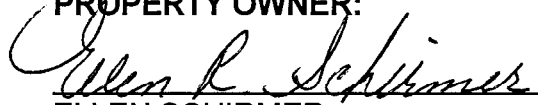
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

**WITNESSES:**

  
\_\_\_\_\_  
SIGNATURE  
MARK D. GISCIAZ  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
SIGNATURE  
Janet L. HAGER  
\_\_\_\_\_  
PRINT NAME

**PROPERTY OWNER:**

  
\_\_\_\_\_  
ELLEN SCHIRMER

ADDRESS: 154 MAYFAIR CT  
SANFORD, FL 32771

**ATTEST:**

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

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

By: \_\_\_\_\_, 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  
of County Commissioners at its \_\_\_\_\_,  
2004, regular meeting.

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

MDG/dre  
04/05/04

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Sheet 1 of 1

R/W Project: County Road 15  
R/W Parcel: 119  
Title Search #: 108  
Tax I.D. #: 16-19-30-5AC-0000-00B2  
Owners Name: Ellen Schirmer  
Fee Simple

**EXHIBIT A**

That portion of Lot B, St. Joseph's Addition, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot B, said St. Joseph's Addition, thence run North 00°09'48" West, along the East line of said Lot B and the Westerly existing right of way line of County Road 15 (Upsala Road), a distance of 322.32 feet for a POINT OF BEGINNING; thence departing said East lot line and said Westerly existing right of way line, run South 89°59'20" West, a distance of 310.00 feet; thence run North 25°51'00" East, a distance of 83.35 feet; thence run North 89°59'20" East, a distance of 273.45 feet to the aforementioned East lot line and Westerly existing right of way line; thence run South 00°09'48" East, along said East lot line and said Westerly existing right of way line, a distance of 75.00 feet to the POINT OF BEGINNING.

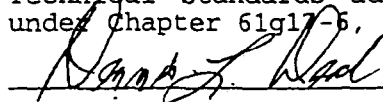
Containing 21,879 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 6 of 11 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 119 as shown on the Right of Way Maps for County Road 15 (Upsala Road) are true, accurate, and were prepared under my direction.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61g17-6, F.A.C.

  
\_\_\_\_\_

Dennis L. Deal  
Florida Professional Land Surveyor No. 3421  
520 S. Magnolia Avenue, Orlando, Florida 32801

Date: 5-6-03

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

**LEGAL DESCRIPTION IS NOT A SURVEY**