



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners
THROUGH: Stephen P. Lee, Deputy County Attorney
FROM: Lynn Vouis, Assistant County Attorney
CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Kathleen Myer, Principal Engineer/Major Projects
DATE: April 14, 2003
RE: Purchase Agreement Acquisition Authorization
Lake Drive
Parcel No. 127
Owners: Raphael & Hazel Woodrough

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 127 on the Lake Drive road improvement project in the amount of \$140,000.00 with no fees or costs incurred.

I THE PROPERTY

A. Location Data

The parent tract lies on the south side of Lake Drive, south of Sweetwater Lane, in unincorporated Seminole County. The parent tract is a single family residence.

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

B. Address

2062 Lake Drive, Casselberry, Florida 32707

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 for the Lake Drive road improvement project, authorizing the acquisition of the above referenced property, 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 ACQUISITION/REMAINDER

Parcel 127 is a fee simple acquisition of the entire 14,194 square foot parent tract.

IV APPRAISED VALUES

The County's appraised value for this fee simple acquisition is \$123,000.00.

V BINDING OFFERS/NEGOTIATIONS

The property owners have negotiated this proposed settlement with the County's acquisition agent. The County has not yet extended any binding written offers to the property owners on Lake Drive.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The Woodrough's have lived in this home since 1979 and do not want to move. They believe they cannot find a suitable replacement home for less than the proposed settlement amount of \$140,000.00. It would be cost effective to accept the property owner's proposed settlement amount of \$140,000.00, which is 14% above the County's appraised value. The Woodrough's have not hired an attorney or experts which the County would be obligated to pay.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$140,000.00, with no fees or costs incurred.

LV/sb

Attachments: (3)

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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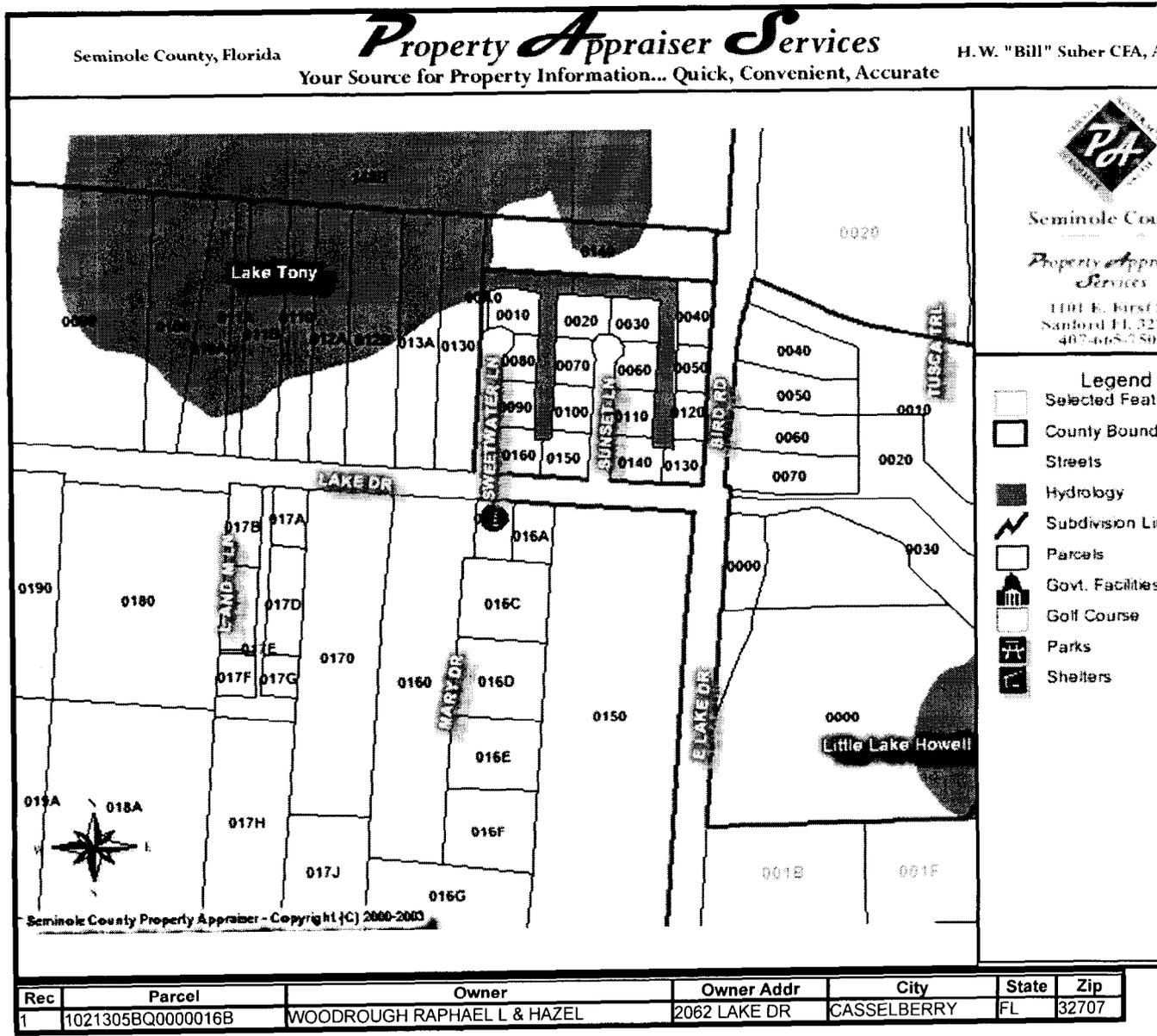
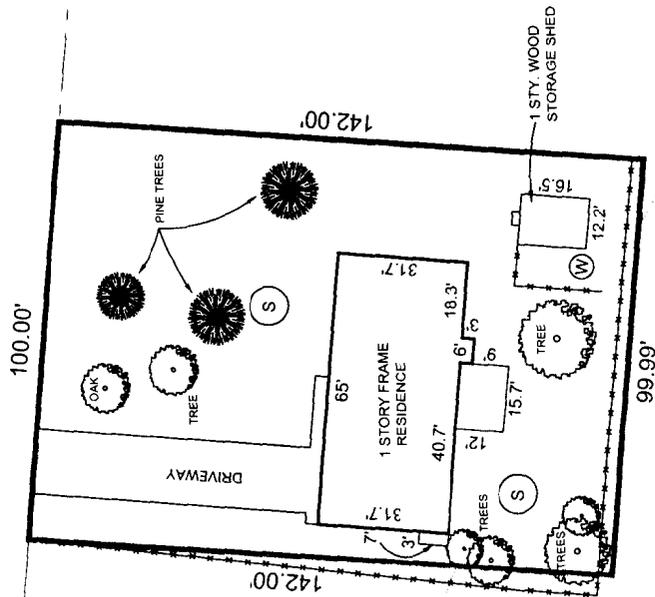


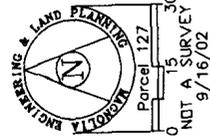
EXHIBIT A

SWEETWATER LANE

LAKE DRIVE



BEFORE TAKING: 14,194 SF±
 AREA TAKEN: 14,194 SF±
 AREA REMAINDER: 0.0 SF



M/2002/02-178/PHASE 2/GROUP 1/127/PARCEL 127.dwg

MAGNOLIA ENGINEERING & LAND PLANNING, INC.
 1500 W. STATE ROAD 100, SUITE 100
 TAMPA, FLORIDA 33607
 (813) 973-1111

SHEET 1

02-178 LAKE DRIVE
 PARCEL 127
 SEMINOLE COUNTY
 FLORIDA

EXHIBIT B

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 16 day of January, 2003, by and between **RAPHAEL I. WOODROUGH AND HAZEL T. WOODROUGH**, his wife, whose address is 2062 Lake Drive, Casselberry, Florida 32707, 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 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 COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION Parcel 127

See, attached Exhibit "A"

Parcel I. D. Number: 10-21-30-5BQ-0000-16B

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 FORTY THOUSAND DOLLARS (\$140,000.00). 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

EXHIBIT C

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 property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) OWNER represents and warrants that the property is not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or dumpsite. OWNER further represents and warrants that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(f) OWNER represents and warrants that the property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(g) COUNTY shall have the right, prior to each closing, to come upon the Parcel at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If COUNTY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. COUNTY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(h) OWNER shall indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the property by OWNER (or any prior owner(s) or operator(s)) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the property by OWNER or any prior owner(s) or operator(s) as a garbage dump or landfill.

(i) 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.

(j) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(k) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(l) 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.

(m) 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]
SIGNATURE

Reginald J. Davis
PRINT NAME

[Signature]
SIGNATURE

David A. Piotrowski
PRINT NAME

[Signature]
Raphael L. Woodrough

[Signature]
Hazel T. Woodrough

ADDRESS: 2062 Lake Dr.

Casselberry Fl. 32707

ATTEST:

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

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Daryl G. McLain, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at its _____,
20____, regular meeting.

RIGHT-OF-WAY FEE SIMPLE

PROJECT: Lake Drive

OWNER: Raphael L. Woodrough and Hazel T. Woodrough, His Wife

000022

R/W PARCEL NO.: 127

TAX I.D. NO.: 10-21-30-5BQ-0000-016B

CONSULTANT: Lochrane Engineering, Inc.

A part of Lot 16, Watts' Farms, according to the plat thereof recorded in Plat Book 6, page 80, being all of that parcel described in Official Record Book 1205, page 1363, less that part described in Official Record Book 2380, page 1732, as recorded in the Public Records of Seminole County, Florida being that portion of Section 11, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

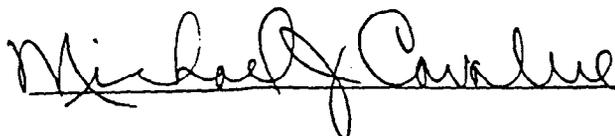
The North 150.00 feet by 100 feet of the West half of the East half of Lot 16 as shown on the Plat of Watts' Farms, as recorded in Plat Book 6, page 80 of the Public Records of Seminole County, Florida.

Less the Northerly 8 feet for road right of way per Official Record Book 186, page 492, as recorded in the Public Records of Seminole County, Florida.

Containing 14,194 square feet, more or less.

The sketch for this description is shown on sheets 18 and 31 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.

 _____ 3/12/01
DATE

Michael J. Cavallere

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"