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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, Administrative Manager/Public Works Department *[Signature]*  
 David V. Nichols, P.E., Principal Engineer/Engineering *[Signature]*

DATE: May 4, 2005

SUBJECT: Purchase Agreement Authorization  
 Owner: Troy J. Campbell, Jr.  
 Parcel No. 111  
 Bunnell Road improvement project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 111. The parcel is required for the Bunnell Road improvement project. The purchase price is \$40,500.00, with no fees or costs incurred by the property owner.

**I THE PROPERTY**

**A. Location Data**

The property is located at the northwest corner of Bunnell Road and First Avenue within unincorporated Seminole County, Florida.

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

**B. Address**

550 First Avenue  
Altamonte Springs, Florida 32714

### **C. Description**

The property contains 23,618 square feet of gross land area. The property is improved with a single-family residence.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution Nos. 2004-R-72 on April 13, 2004 and 2005-R-5 on January 11, 2005, authorizing the acquisition of the referenced property, and finding that the construction of the Bunnell Road 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 taking encompasses a total of 3,431 square feet along the southern boundary of the subject property. The takings consist of a strip of land along the entire Bunnell Road frontage, leaving a remainder of 20,187 square feet.

### **IV APPRAISED VALUE**

The County's appraised value amount is \$15,750.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser.

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

On February 8, 2005, the BCC authorized a binding written offer in the amount of \$15,750.00. The property owner responded with his own appraisal which opined a value for the acquisition of \$81,723.00, including connecting his Bunnell Road driveway which was not included in the County's construction plans. The County's final offer to the property owner was \$40,500.00, plus reconnection of the existing driveway at a cost of approximately \$10,000.00.

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

The property owner, who approached this case with more interest and industry than many lawyers would, raised many issues he claims were not handled properly by the County's appraiser. The first was the County's failure to provide the owner access to Bunnell Road. The property owner presently has a dirt driveway from Bunnell Road providing access to the back portion of the property. Since it was not the main entrance to the property, it is not being replaced in the County's construction plans. The owner believes he is entitled to have both of his existing driveways replaced in order to be put back in the position he was in prior to the County's acquisition.

The issue most responsible for the differential in value between the County's and owner's positions is the probability of the owner being able to split his property into two lots so that another house can be built and sold. The County does not believe a variance would be probable because the existing house on the property does not meet current setback requirements. The owner is confident he could receive a variance because it would fit in with the character of the neighborhood, which is a mixture of older houses and new construction of small, affordable homes on small lots. The probability of receiving a lot split prior to the acquisition impacts the amount of damages to the remainder of the property after the acquisition. The property owner also believes the per square foot value opined by the County's appraiser is too low, based on comparable sales he has researched.

The issues the property owner has raised to support his claim for compensation are speculative, and therefore would be supported or discounted based on the success or failure of each side's expert testimony. While the property owner might not prevail on any of the arguments set forth above, it is likely that a jury would find merit in at least some of the owner's positions. The owner has demonstrated that he sincerely believes his research supports the compensation he is asking for, which of course will help his credibility with the jury. Successful or not, 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.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$40,500.00, with no fees or expenses incurred by the property owner.

LV/krc

### **Attachments:**

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

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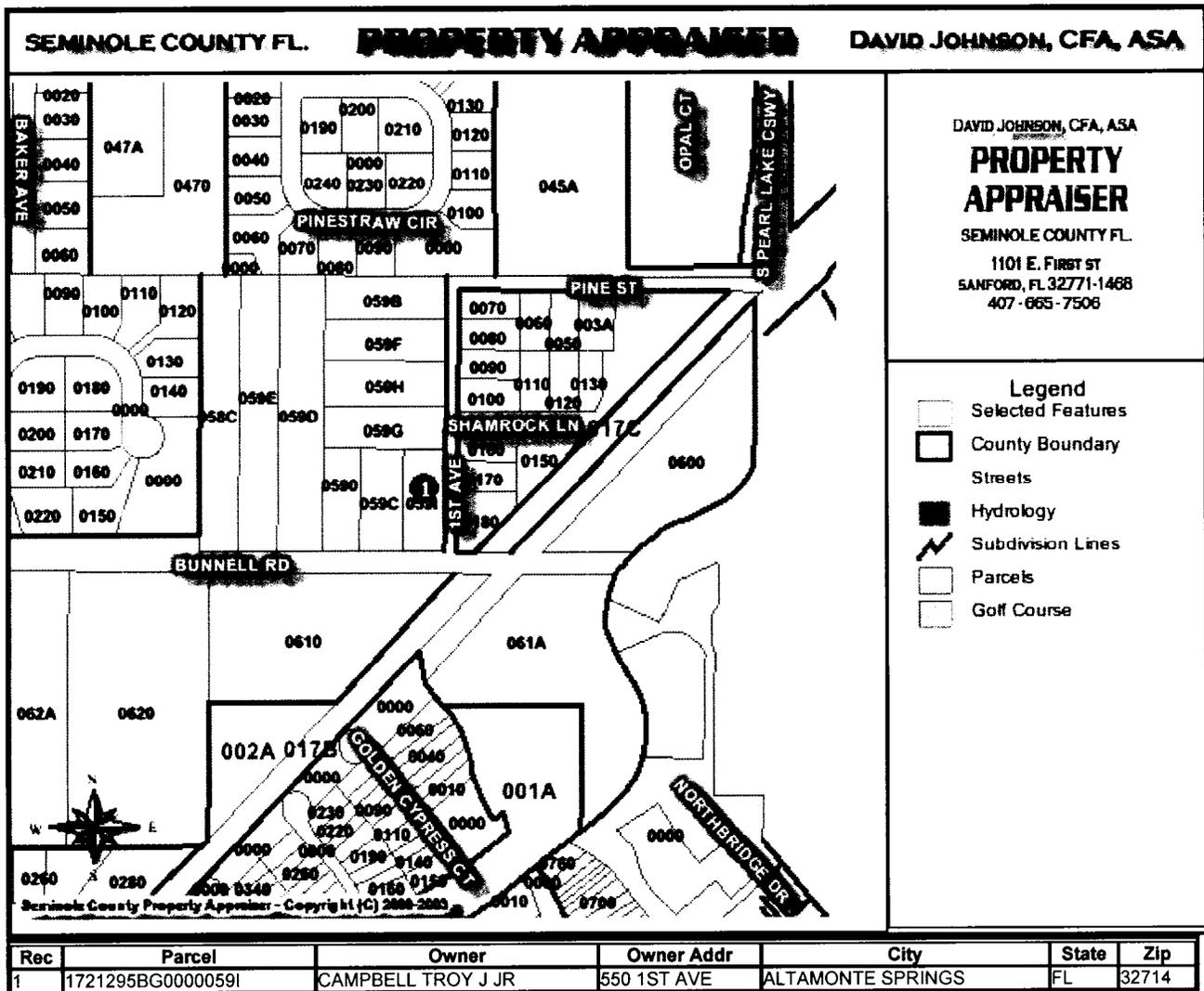


EXHIBIT A



**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this 22 day of Apr. 1, 2005, by and between TROY J. CAMPBELL, JR., whose address is 550 First Avenue, 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 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**

Bunnell Road  
Fee Simple  
Parcel No. 111

See attached Exhibit A

Parcel I. D. Number: #17-21-29-5BG-0000-0591

**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 ~~forty eight thousand two hundred and two dollars~~ 40,500.00 (\$40,500.00). 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 Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

**EXHIBIT C**

*OWNER*  
  
*COUNTY*  
*40,500.00*  
*Forty*  
*Thousand*  
*Five*  
*Hundred Dollars.*

(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 Bunnell 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.

(m) Addendum Exhibit "B" is attached and incorporated into this agreement.

Owner *TJC*  
County ←

Owner *TJC*  
County ←

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

**WITNESSES:**

*St. M. J.*  
SIGNATURE

Steven M. Trice  
PRINT NAME

*Alice Justice*  
SIGNATURE

Alice Justice  
PRINT NAME

**PROPERTY OWNER:**

*Troy J. Campbell Jr.*  
TROY J. CAMPBELL, JR.

Please ATTACH PRIOR  
SIGNATURE PAGE w/ WITNESSES  
*JJ*

ADDRESS: 550 First Avenue  
Altamonte Springs, Florida 32714

**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

TTC/02/29/2005

Exhibit "A"

RIGHT-OF-WAY FEE  
PROJECT: Bunnell Road  
R/W PARCEL NO.: 111

ID# 17-21-29-586-0000-0591

A part of the property described in Official Records Book 1696, Page 196 as recorded in Public Records of Seminole County, Florida, being that portion of Section 20, Township 21 South, Range 29 East.

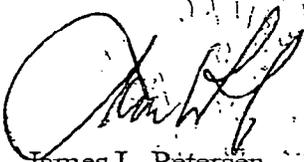
described as follows:

BEGINNING at the intersection of the West Right-of-Way line of First Avenue and the North Right-of-Way line of Bunnell Road; thence North  $89^{\circ}34'30''$  West, a distance of 100.00 feet along said North Right-of-Way line to the West line of the East 200 feet of Lot 59, McNeil's Orange Villa according to the plat thereof, as recorded in Plat Book 2, Pages 99-101, Public Records of Seminole County, Florida; thence departing said North Right-of-Way line North  $00^{\circ}22'40''$  East, a distance of 26.26 feet along said West line to the point on the arc of a non-tangent curve concave Northerly having a radius of 676.37 feet, a central angle of  $07^{\circ}26'59''$  and a chord of 87.88 feet that bears North  $81^{\circ}21'47''$  East; thence Easterly along the arc of said curve, a distance of 87.94 feet; thence North  $40^{\circ}03'06''$  East, a distance of 20.68 feet to said West Right-of-Way line; thence South  $00^{\circ}22'40''$  West, a distance of 56.03 feet along said West Right-of-Way line to the POINT OF BEGINNING.

Containing 3,431 square feet, more or less.

The sketch for this description is shown on sheet 8 of 17 on the right-of-way maps for Bunnell Road.

I hereby certify that this 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.



James L. Petersen

Date 09/05/2003

Florida Registered Land Surveyor #4791

NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Southeastern Surveying & Mapping Corp.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
407-292-8580

EXHIBIT A



Addendum, Exhibit B

If accepted, this offer would require the county to complete the following binding commitments at closing:

1. Access to parcel 111 would be reestablished from Bunnell Road in approximately the same <sup>792</sup>location as before the taking. This was not addressed in the project proposal but will be required. (see photo 9) <sup>owner</sup>
- ~~2. It shall be stated and agreed upon that any changes in the elevations, contours, drainage, or use of the taking will not cause flooding, runoff, or ponding of water to occur on parcel 111.~~ <sup>owner</sup> <sup>county</sup>
- ~~3. Any damage to existing trees not specifically in the taking will result in full replacement value of said tree. This shall include damage to leaves and limbs not in the taking and any root damage that causes damage to existing trees not in the taking due to the close proximity of the construction processes (see photo # 7).~~ <sup>owner</sup> <sup>county</sup>
- ~~4. A certified survey of the remainder of parcel 111 after the taking shall be provided to the landowner due to the unusual dimensions of the area being taken. This shall be at the expense of the condemning authority.~~ <sup>owner</sup> <sup>county</sup>
5. The total cost to cure shall be the amount due to the seller at closing. There shall be no deductions or payments to others of any kind, including but not limited to closing cost, recording fees, attorney fees, appraisal fees, etc. <sup>owner</sup> <sup>county</sup> <sup>see above</sup>
6. Taxes are current on property for the 2004 tax year. It is understood that prorated taxes on the part of the taking will be the responsibility of the current landowner.

If accepted, this offer would offer the following advantages:

1. Further negotiations or litigation would be eliminated and both parties could proceed as necessary.
2. Immediate acquisition of the proposed taking would be possible.
3. Independent appraisal on behalf of the landowner will be unnecessary.
4. Landowner's representation by attorney would be unnecessary.
5. Scheduling of construction could commence immediately.

If not accepted, future negotiations may be conducted by and through the undersigned's attorney of choice.

This instrument prepared and

Dated this 22 day of MARCH, 2005  
by

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

BY: \_\_\_\_\_

this    day of   , 2005.

Troy J. Campbell, Jr.  
Troy J. Campbell, Jr., owner of record  
550 First Avenue  
Altamonte Springs, FL 32714  
407-299-0754

TCJ  
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