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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 16, 2005

SUBJECT: Purchase Agreement Authorization  
 Owners: Rernard J. and Paula J. Allen  
 Parcel No. 142  
 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. 142. The parcel is required for the Bunnell Road improvement project. The purchase price is \$27,000.00, with no fees or costs incurred by the property owners.

**I THE PROPERTY**

**A. Location Data**

The property is located on the east side of Eden Park Avenue, approximately 158.12 feet north of Bunnell Road, within unincorporated Seminole County, Florida.

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

**B. Address**

535 Eden Park Avenue  
Altamonte Springs, Florida 32714

### **C. Description**

The property contains 37,092± square feet of gross land area. The property is improved with a single-family residence.

## **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2004-R-72 on April 13, 2004, First Amended Resolution No. 2005-R-5 on January 11, 2005 and Second Amended Resolution No. 2005-R-70 on April 12, 2005, authorizing the acquisition of the referenced property, and finding that 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 is a rectangular shaped strip of land traversing the southern boundary of the subject property abutting Bunnell Road. The taking contains 1,678 square feet leaving a remainder of 35,414 square feet.

## **IV APPRAISED VALUE**

The County's appraised value amount is \$9,700.00. 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 \$9,700.00. Thereafter, County staff negotiated this proposed settlement agreement with the property owners in the amount of \$27,000.00.

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

This proposed settlement amount, although \$17,300.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. The Allens strongly believe that the land value offered by the County was too low. They are also upset by the loss of their pine tree buffer, which was not compensated for because it was in the existing right of way. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the \$17,300.00 in additional settlement funds proposed to be paid. Mr. and Mrs. Allen have not hired an attorney or experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$27,000.00, with no fees or expenses incurred by the property owners.

LV/krc

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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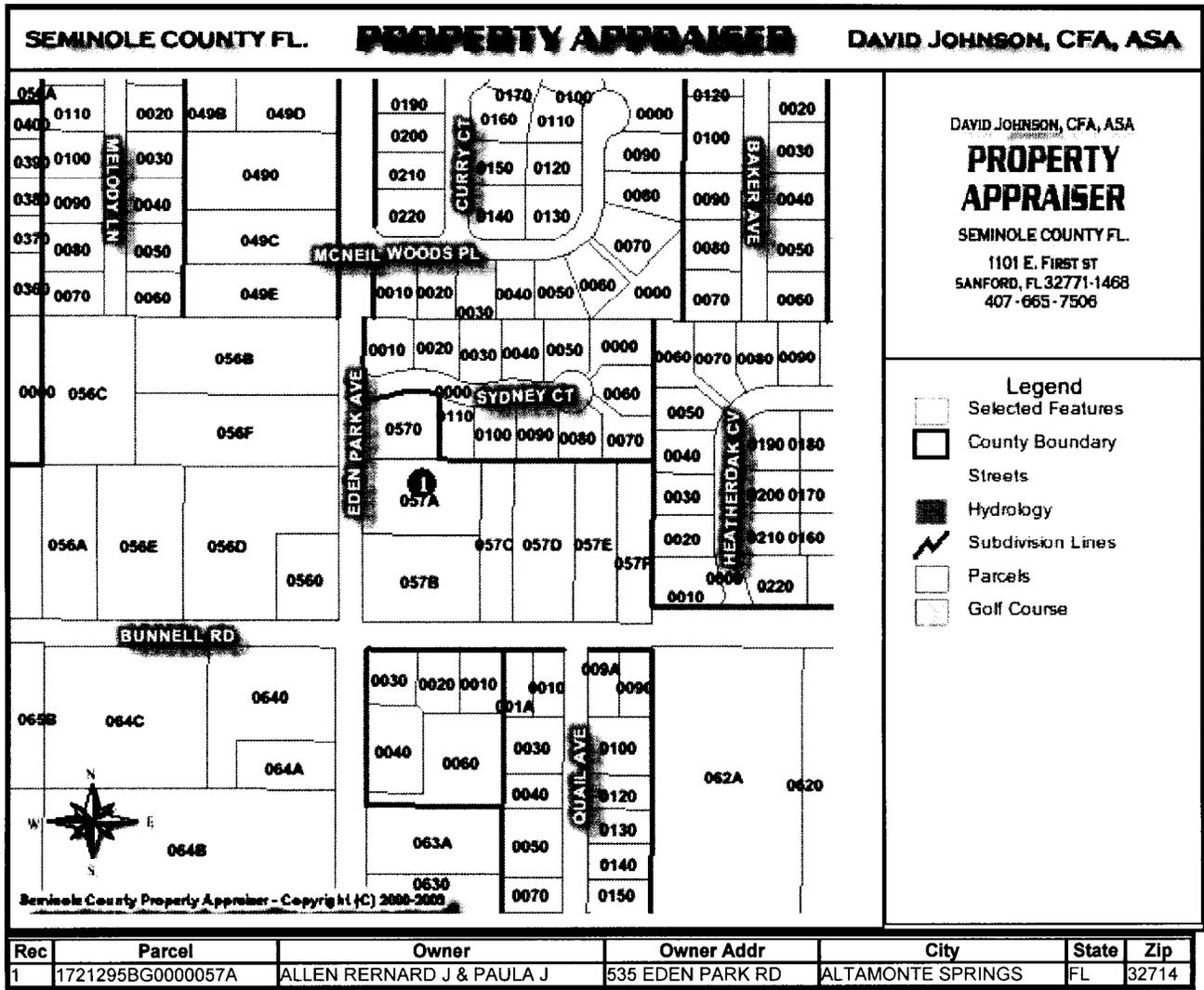


EXHIBIT A

SKETCH(S): PROPERTY SKETCH

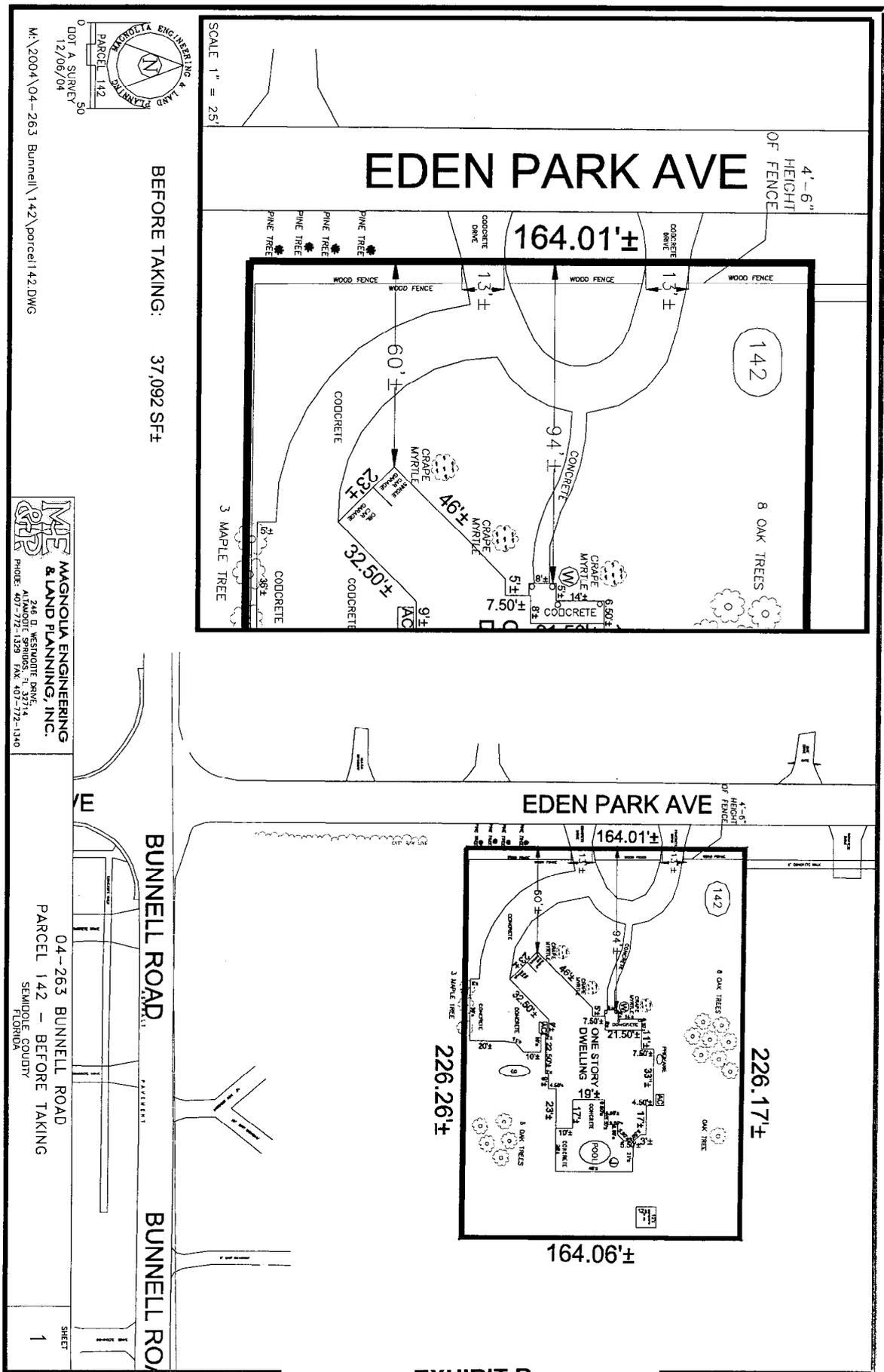


EXHIBIT B

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this 4th day of MAY, 2005, by and between RERNARD J. ALLEN and PAULA J. ALLEN, his wife, whose address is 535 Eden Park Road, Altamonte Springs, Florida 32714, hereinafter referred to as "OWNERS," 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, OWNERS hereby agree 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. 142

**See attached Exhibit A**

**Parcel I. D. Number: 17-21-29-5BG-0000-057A**

**II. PURCHASE PRICE**

*TWENTY SEVEN THOUSAND DOLLARS (27,000)*

(a) OWNERS agree 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 ~~NINE THOUSAND SEVEN HUNDRED DOLLARS (\$9,700.00)~~. The above amount includes all compensation due as a result of this acquisition to the OWNERS for any reason and for any account whatsoever.

*OWNER*  
*RA*  
*PJA*

*County*

(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) OWNERS shall be responsible for OWNERS' 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 OWNERS' 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 OWNERS.

(d) OWNERS covenant 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 OWNERS.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNERS 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 OWNERS agree 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) OWNERS agree 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 OWNERS; 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, OWNERS agree 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 OWNERS, 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 OWNERS at the expense of the OWNERS prior to closing.

(d) OWNERS warrant that there are no facts known to OWNERS 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 OWNERS 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 OWNERS agree that, in accordance with any request made by the COUNTY, the OWNERS shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNERS agree not to oppose the COUNTY's condemnation proceedings in any way. The OWNERS, may however, assert OWNERS' rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNERS hereby grant 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. OWNERS 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 OWNERS 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. OWNERS shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNERS state that the OWNERS have 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.

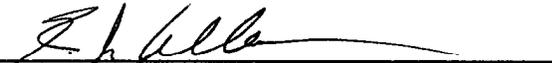
(m) County to pay all closing costs, including mortgage release fees, except for property taxes.

(n) Owners shall have right to salvage & remove all improvements within described parcel sold to County, at Owner's expense prior to start of construction. 3

OWNERS  
  
  
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:**

  
SIGNATURE

R. J. Allen  
PRINT NAME

  
SIGNATURE

Steven M. Trice  
PRINT NAME

  
SIGNATURE

R. J. Allen  
PRINT NAME

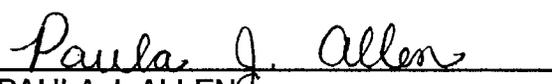
  
SIGNATURE

Steven M. Trice  
PRINT NAME

**PROPERTY OWNERS:**

  
RERNARD J. ALLEN

ADDRESS: 535 Eden Park Road  
Altamonte Springs, Florida 32714

  
PAULA J. ALLEN

ADDRESS: 535 Eden Park Road  
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/03/02/2005

# EXHIBIT A

RIGHT-OF-WAY FEE  
PROJECT: Bunnell Road  
R/W PARCEL NO.: 142

ID # 17-21-29-SBG-0000-057A

A part of the property described in Official Records Book 3248, Page 17 as recorded in Public Records of Seminole County, Florida, being that portion of Section 20, Township 21 South, Range 29 East.

described as follows:

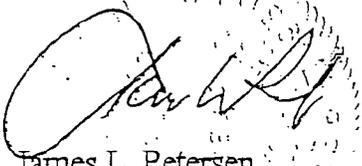
COMMENCE at the Southwest corner of Lot 57 McNeil's Orange Villa according to the plat thereof as recorded in Plat Book 2, Pages 99-101, Public Records of Seminole County, Florida; thence North  $00^{\circ}02'57''$  East, a distance of 158.12 feet along the East Right-of-Way line of Eden Park Road to the POINT OF BEGINNING; thence continue North  $00^{\circ}02'57''$  East, a distance of 164.01 feet along said East Right-of-Way line; thence departing said line South  $89^{\circ}37'03''$  East, a distance of 10.23 feet; thence South  $00^{\circ}02'57''$  West, a distance of 164.01 feet; thence North  $89^{\circ}36'19''$  West, a distance of 10.23 feet to the said East Right-of-Way line and the POINT OF BEGINNING.

Containing 1,678 square feet, more or less.

Subject to an easement in favor of Florida Power Corporation filed July 19, 1967 in Official Records Book 623, Page 159, Public Records of Seminole County, Florida.

The sketch for this description is shown on sheets 5 and 13 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 10/21/2003

Florida Registered Land Surveyor #4791

NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

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

EXHIBIT NUMBER