



**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: David Gregory, Acting Director of Environmental Services *[Signature]*
 Bob Briggs, Finance Manager, Environmental Services *[Signature]*

DATE: May 16, 2005

SUBJECT: Purchase Agreement Authorization
 Owner: Huntington Homeowners' Association of Seminole County
 County, Inc.
 Parcel I.D. No. 28-21-31-502-0A00-0000
 Consumers/Lake Hayes Water Transmission Main improvement project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel I.D. No. 28-21-31-502-0A00-0000. The parcel is required for the Consumers/Lake Hayes Water Transmission Main improvement project. The purchase price is \$30,000.00, with no fees or expenses incurred by the property owner

I THE PROPERTY

A. Location Data

The property to be acquired is part of the residential subdivision known as Huntington, which is located on the south side of Chapman Road, approximately one mile west of Alafaya Trail, in Oviedo, Florida.

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

B. Address

N/A

C. Description

The subject parent tract consists of a 47,722 square foot (1.1 acre) rectangular tract of land that is a portion of the common area for the residential subdivision known as Huntington. The property has no building or major site improvements. It is improved with decorative landscaping and Florida Power & Light (FP&L) power transmission lines.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-118 on July 22, 2003, and the First Amended Resolution No. 2004-R-74 on April 13, 2004, authorizing the acquisition of the referenced property, and finding that the Consumers/Lake Hayes Water Transmission Main 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 proposed acquisition is a 14,492 square foot permanent utility and drainage easement for the construction of an underground water main. The easement acquisition from the parent tract is a 30' wide strip of land that will be located within the boundaries of the existing 110' wide FP&L right of way easement currently encumbering the subject property.

IV APPRAISED VALUE

The County's appraised value amount, as of December 22, 2003, was \$14,500.00. The County's appraisal was prepared by HDR Acquisition Services, Inc., and was approved by the County's MAI designated staff appraiser.

V BINDING OFFER/NEGOTIATIONS

On September 28, 2004, the BCC authorized a binding written offer in the amount of \$15,500.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owner in the amount of \$30,000.00, with no fees or expenses incurred.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$14,500.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. 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 \$14,500.00 in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests 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 \$30,000.00 with no fees or expenses incurred by the property owner.

LV/krc

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\LV\VOUIS\SETTLEMENT MEMOS\CONSUMERS LAKE HAYES\AGENDA ITEM HUNTINGTON HOA.DOC

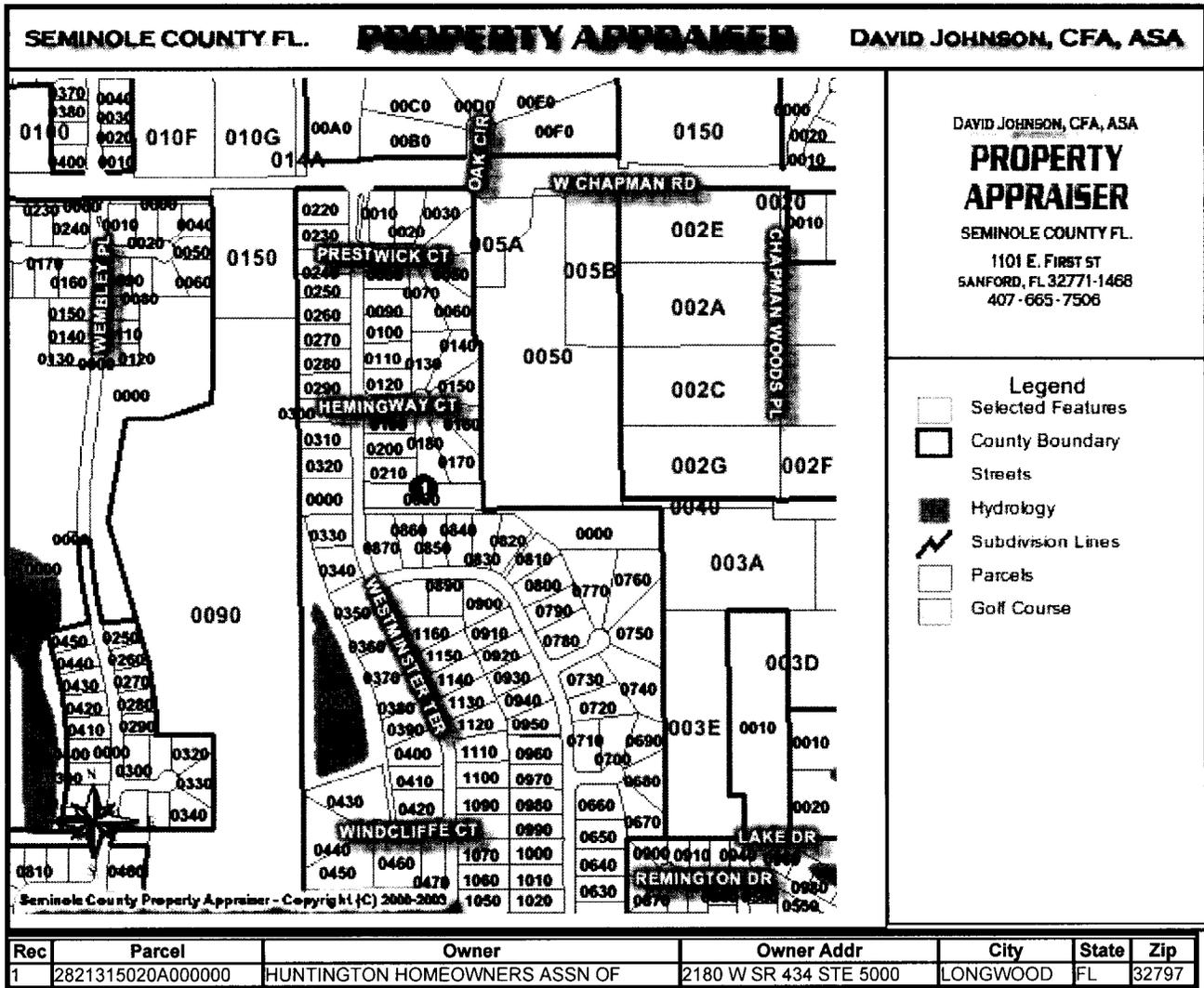
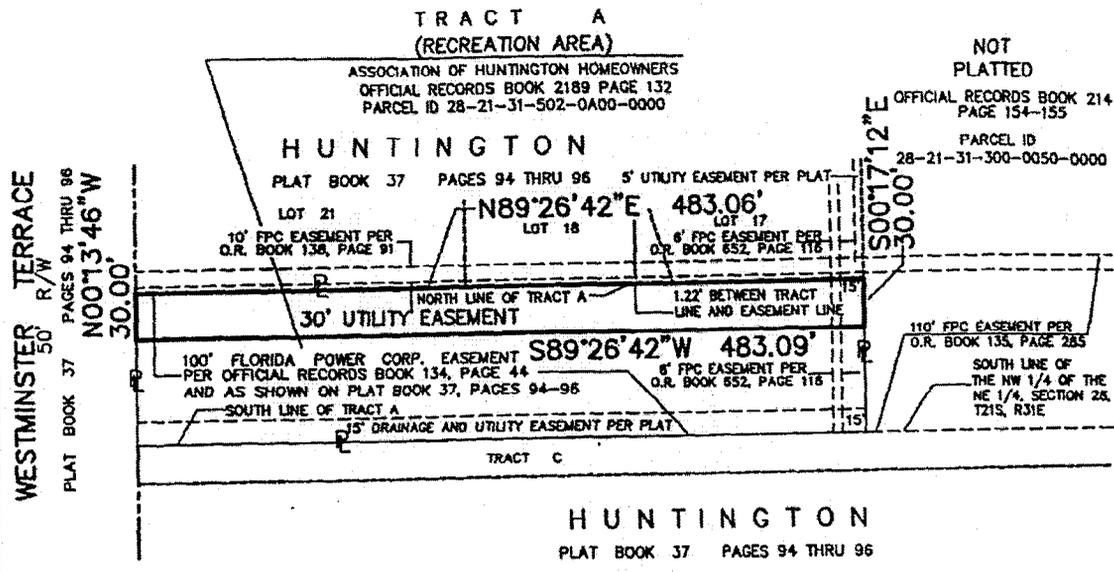


EXHIBIT A

LEGAL DESCRIPTION

The North 30.00 feet of Tract "A", HUNTINGTON, as recorded in Plat Book 37, Pages 94 thru 96 of the Public Records of Seminole County, Florida. Containing 14,492 square feet or 0.33 acres, more or less.



TOTAL PARENT TRACT=
 47,722 SQUARE FEET
 OR 1.10 ACRES, ±

TAKE TRACT=
 14,492 SQUARE FEET
 OR 0.33 ACRES, ±

47,722

REMAINING TRACT=
 33,230 SQUARE FEET
 OR 0.77 ACRES, ±
 (1.10)

LEGEND

- P = PROPERTY LINE
- FPC = FLORIDA POWER CORP.
- O.R. = OFFICIAL RECORDS
- T21S, R31E = TOWNSHIP 21 SOUTH, RANGE 31 EAST



SURVEYORS REPORT:

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.

Legal Description	Date: Feb. 12, 2002 CS		4659306 SOUTHEASTERN SURVEYING & MAPPING CORP 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	FOR INWOOD CONSULTING ENGINEERS	Job No.: 46593083	
C00015	CH. 81G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		

**PURCHASE AGREEMENT
PERMANENT UTILITY AND DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between HUNTINGTON HOMEOWNERS' ASSOCIATION OF SEMINOLE COUNTY, INC., whose address is Post Office Box ~~62~~1381, Oviedo, Florida 32765-~~1381~~, 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."

*wk
5-4-05
MDG*

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a utility 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: 28-21-31-502-0A00-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Permanent Utility and Drainage Easement, free of liens and encumbrances, unto COUNTY for the sum of ~~FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$15,500.00)~~. The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. **THIRTY THOUSAND AND NO/100 DOLLARS, (\$30,000.00)**

*5-4-05
MDG*

(b) COUNTY shall be responsible for the following closing costs: recording fees for said easement and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice and all expenses to record instruments necessary to provide title unto COUNTY. **OR ANY OTHER FEES ASSOCIATED WITH THIS TRANSACTION.**

wk

*MDG 5-4-05
wk*

(c) 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.

~~(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.~~

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(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 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

Owner(s) Name: Huntington Homeowners' Association of Seminole County, Inc.

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 non-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 Consumers/Lake Hayes Water Transmission Main 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 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.

(k) 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.

(L.) COUNTY SHALL RESTORE ALL LANDSCAPING,
IMPROVEMENTS, ETC., TO EXISTING
CONDITIONS OR BETTER.

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(m.) CLOSING SHALL OCCUR ON OR BEFORE
JULY 31, 2005, OR THIS OFFER IS
NULL AND VOID.

MDG 5-4-05
WCR

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

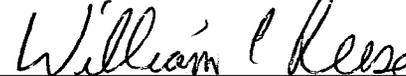
WITNESSES:

PROPERTY OWNER:

ATTEST:

HUNTINGTON HOMEOWNERS'
ASSOCIATION OF SEMINOLE COUNTY, INC.


_____, Secretary

By: 

WILLIAM REESE, President

(CORPORATE SEAL)

Date: 4 May 2005



ATTEST:

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

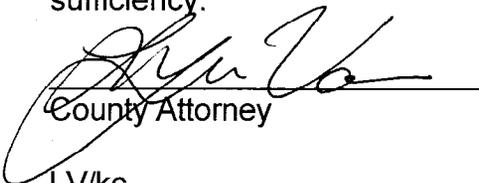
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

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.

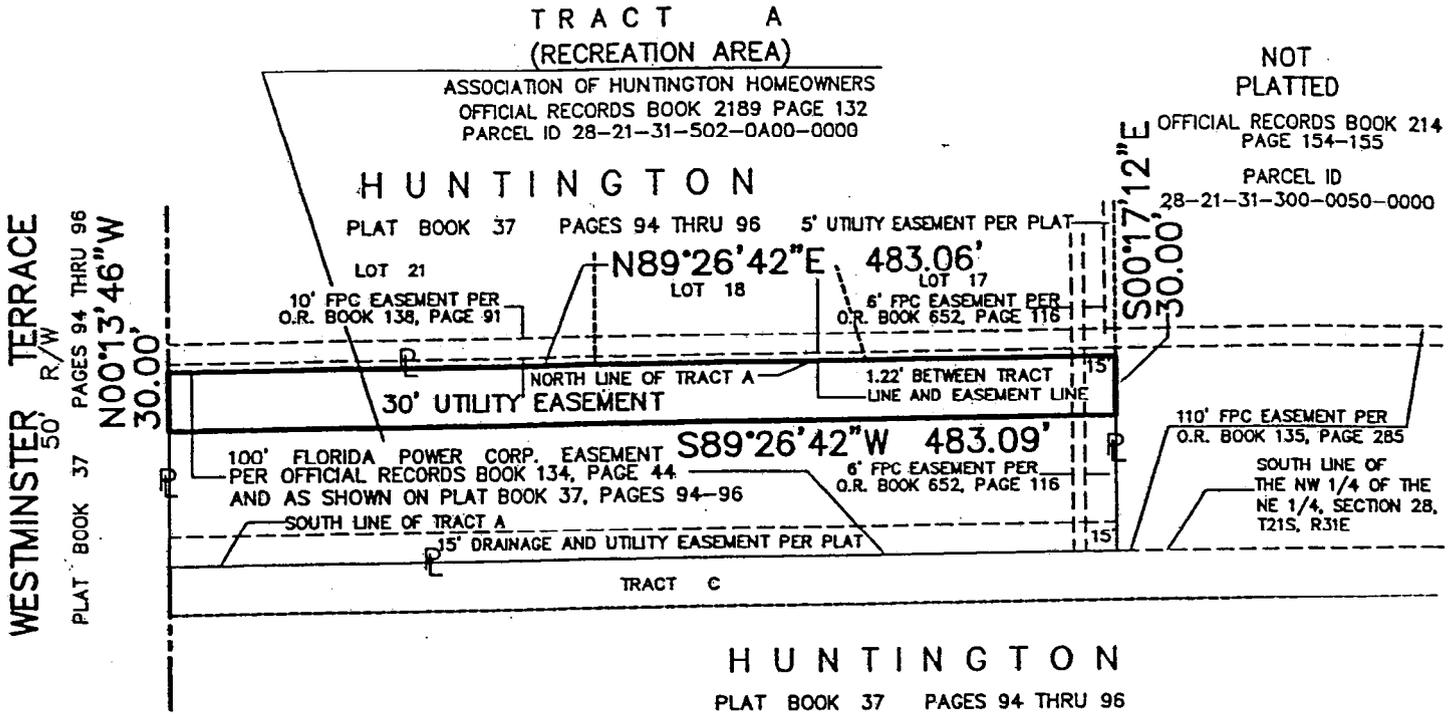


County Attorney

LV/kc
04/08/05

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Legal Description	Date: Feb. 12, 2002 CS	46593063
FOR INWOOD CONSULTING ENGINEERS	Job No.: 46593063	Scale: 1"=100'
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	 SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com  GARY B. CRICK REGISTERED LAND SURVEYOR NO. 4245	