

04



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *NDG For SL*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, *[Signature]* Administrative Manager/Public Works Department  
Kathleen Myer, Principal Engineer/Major Projects *[Signature]*

DATE: June 21, 2004

SUBJECT: Purchase Agreement Authorization  
Owner: Nova Doris Thompson  
Parcel No 144  
Lake Drive 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. 144. The parcel is required for the Lake Drive road improvement project. The purchase price is \$65,000.00, inclusive of attorney fees and expert costs incurred by the property owner.

**I THE PROPERTY**

**A. Location Data**

The property is located on the north side of Lake Drive directly across from Sunset Road, Seminole County, Florida.

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

**B. Address**

1825 Lake Drive  
Casselberry, FL 32707

### **C. Description**

The property contains 20,213 ± square feet, of which 3,515 square feet is situated within Azalea Lake. The property is improved with a single-family home occupied by the property owner.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002, authorizing the acquisition of the 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 interests of the citizens of Seminole County.

### **III ACQUISITION/REMAINDER**

The proposed acquisition (Parcel No. 144) is 3,586 square feet. The remainder is 16,627 square feet, with 13,112 square feet of that being uplands.

### **IV APPRAISED VALUE**

The County's appraised value amount is \$32,100.00. 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 April 27, 2004, the BCC authorized a binding written offer in the amount of \$45,000.00. Thereafter, County staff negotiated this proposed settlement agreement with the owner and her attorney in the amount of \$65,000.00.

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

The newly widened and realigned Lake Drive will slice through a large portion of the property owner's front yard, reducing her setback from the right-of-way line from 51.3 to only 17 feet. Quite a few trees that buffered her exposure to the existing roadway will be removed. The roadway's grade will be increased by approximately four feet, necessitating a metal handrail being installed in front of the house. The situation of the "house in a hole" effect, exacerbated by the handrail, will have a negative impact on the value of a single family home.

The County's appraiser insisted that a cure was necessary to make the home's driveway safe to use after the roadway construction. The cure is a paved "turnaround area" to be placed near the front door. The effect of this cure is the reduction of the front yard area by an additional 236 square feet. Another impact

of the proposed acquisition is the non-conformity with the County Code in the after situation because of the front yard setback from the road.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$65,000.00, inclusive of attorney's fees and expert's costs incurred.

LV/kc

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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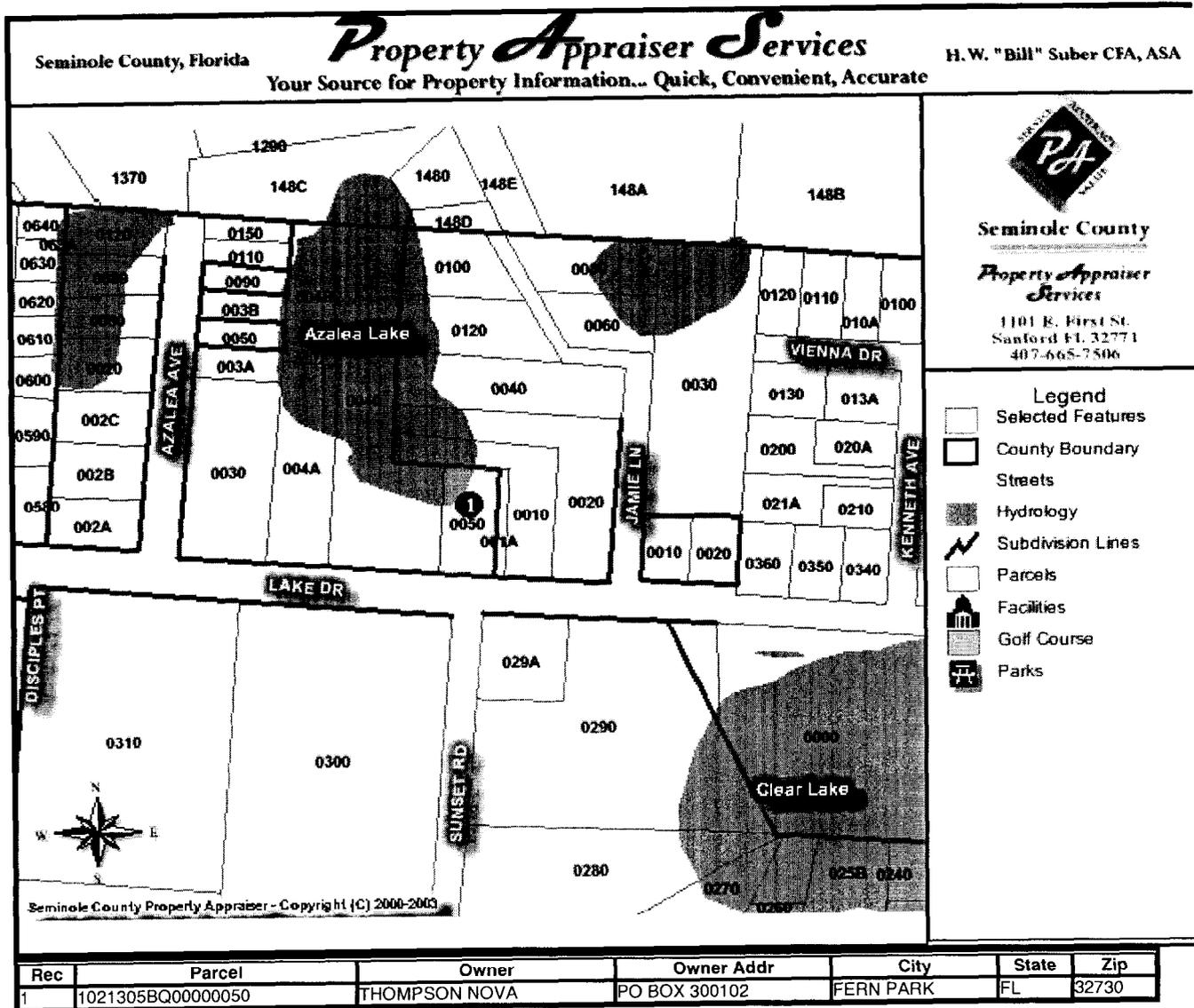
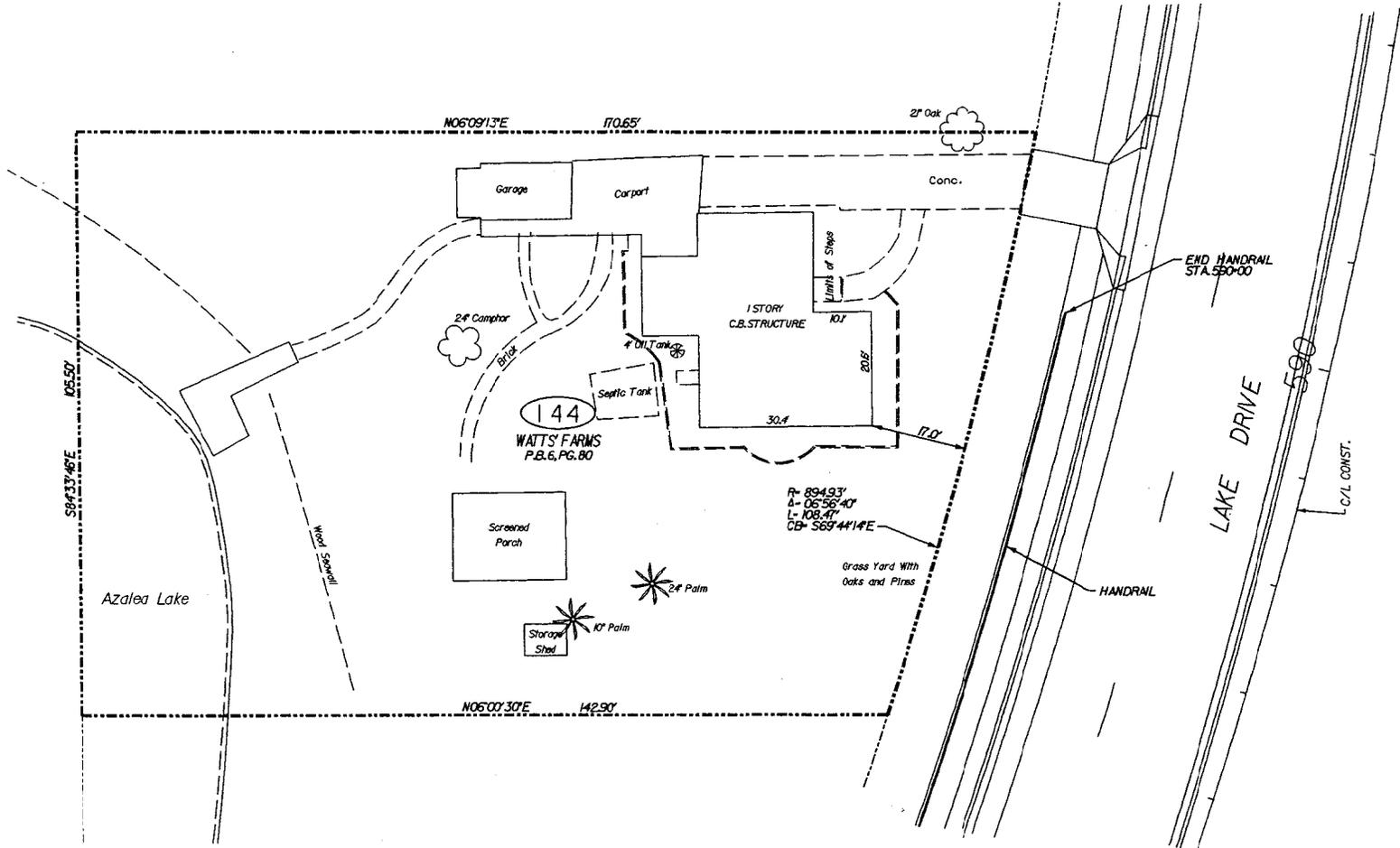
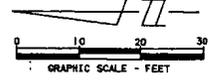


EXHIBIT "A"

GENERAL INFORMATION  
 ZONED: R-1  
 AREA SUMMARY  
 TOTAL PARENT TRACT: 20,213 S.F.  
 AREA OF TAKING: 3,586 S.F.  
 AREA OF REMAINDER: 16,627 S.F.



NO.	REVISION	DATE

SHEET NUMBER: 02044  
 DATE: MAY, 2002  
 SCALE: AS SHOWN  
 PROJ. MGR. R. E. W. CHESBROUGH, T. S. L. L.  
 SURVEYOR, D. K. P. APPROVED, R. E. W.

LAKE DRIVE  
 SEMINOLE COUNTY  
 FOR  
 SEMINOLE COUNTY

PARCEL 144  
 AFTER TAKING -  
 UNCURED

**LOCHRANE**  
 ENGINEERS • SURVEYORS  
 PROFESSIONAL SURVEYING AND ENGINEERING CORPORATION

EXHIBIT "B"

S:\02044\144\ATER.DGN

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between NOVA THOMPSON, whose address is P. O. Box 300102, Fern Park, FL 32730, 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**

**RIGHT-OF-WAY FEE SIMPLE  
PROJECT:** Lake Drive  
**R/W PARCEL NO.:** 144

A part of Lot 1, Block "B", Amended Plat of Button's Subdivision, according to the plat thereof recorded in Plat Book 9, page 25 and a part of Lot 5, Watts' Farms, according to the plat thereof recorded in Plat Book 6, page 80 and a part of that parcel of land described in Official Record Book 1219, page 316 and in Official Record Book 1165, page 957, as recorded in the Public Records of Seminole County, Florida being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southeast corner of Lot 5, Watts' Farms Subdivision, according to the Plat thereof, as recorded in Plat Book 6, page 80, Public Records of Seminole County, Florida; thence N06°09'13"E along the East line of said Lot 5 a distance of 9.16 feet to the Right of Way line of Lake Drive as recorded in Official Record Book 186, page 478, Public Records of Seminole County, Florida, for a Point of Beginning; thence, N84°33'46"W along said Right of Way line a distance of 100.02 feet to the West line of the

East 1/2 of said Lot 5; thence, departing said Right of Way line, run N06°00'30"E along the West line of the East 1/2 of said Lot 5 a distance of 49.14 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 894.93 feet; thence, from a chord bearing of S69°44'14"E, run along said curve an arc length of 108.47 feet through a central angle of 06°56'40" to a point lying 5.00 feet East of the East line of the aforesaid Lot 5, said point also being 5.00 feet East of the West line of Lot 1, Block "B", Amended Plat of Button's Subdivision according to the Plat thereof, as recorded Plat Book 9, page 25, Public Records of Seminole County, Florida; thence S06°09'13"W, parallel with said East line, a distance of 21.40 feet to the aforesaid Right of Way of Lake Drive; thence N84°33'46"W along said Right of Way line of Lake Drive a distance of 5.00 feet to the Point of Beginning

Containing 3586 square feet, more or less.

**Parcel I. D. Number: 10-21-30-5BQ-0000-0050**

## **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 SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00). 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 Lake Drive 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:**

Virginia E Hamlin  
SIGNATURE  
VIRGINIA E. Hamlin  
PRINT NAME

Dorothy M. Rokita  
SIGNATURE  
DOROTHY M. ROKITA  
PRINT NAME

**PROPERTY OWNER:**

Nova Thompson  
NOVA THOMPSON

ADDRESS: P. O. Box 300102  
Fern Park, FL 32730

ATTEST:

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

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

By: \_\_\_\_\_  
DARYL G. McLAIN, 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

LV/sb  
06/02/04