



CCA05

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]*
 Kathleen Myer, Principle Engineer/Engineering Division *[Signature]*

DATE: July 11, 2003

SUBJECT: Purchase Agreement Settlement Authorization
 East Lake Mary Boulevard IIB
 Parcel Nos. 231/831
 Owner: Cheri Olson f/k/a Cheri Adamson f/k/a Lynda Sharon Buffaloe

This Memorandum requests purchase agreement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 231/831 on the East Lake Mary Boulevard IIB road improvement project for \$57,375.00, with no attorney's fees or expert costs incurred.

I THE PROPERTY

A. Location Data

The property is located on the east side of Cameron Avenue approximately 330 feet south of SR 46. The land is occupied by a mobile home residence and also is used for pasturing horses.

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

B. Address

2531 Cameron Avenue
Sanford, FL 32773

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 for the East Lake Mary Boulevard IIB road improvement project, authorizing the acquisition of the above-referenced property, and finding that the construction of the East Lake Mary Boulevard IIB 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 No. 231 is a fee simple acquisition of 1.085 acres from the 4.924 acre parent tract. Parcel No. 831 is a 5,778 square foot permanent drainage easement. The remainder consists of two parcels, 3.459 acres and .38 acres, totaling 3.839 acres.

IV APPRAISED VALUE

The County's appraised value for the fee simple acquisition is \$42,800.00, and for the permanent drainage easement is \$3,100, for a total of \$45,900.00.

V BINDING OFFERS/NEGOTIATIONS

The County extended a BCC approved settlement offer proposal to the property owner in the amount of \$50,500.00. The owner countered at the proposed settlement amount of \$57,375.00. The owner pointed out that the appraisal did not compensate her to re-fence the remainder to keep her horses contained. She added the estimated value of the fencing to arrive at the proposed settlement amount.

VI ANALYSIS

The owner is correct in that the larger remainder will have to be fenced during and after construction to keep her horses contained. The smaller remainder will have only nominal value after the acquisition since it is too narrow to build upon. Since the counteroffer is not unreasonable, it makes sense from a cost avoidance standpoint for the County to accept it.

VII RECOMMENDATION

County staff recommends that the BCC approve and execute the Purchase Agreement in the amount of \$57,375.00, with no attorney fees or expert's costs incurred.

LV/sb

Attachments:3

Location map (Exhibit A)

Sketch (Exhibit B); and

Purchase Agreement (Exhibit C)

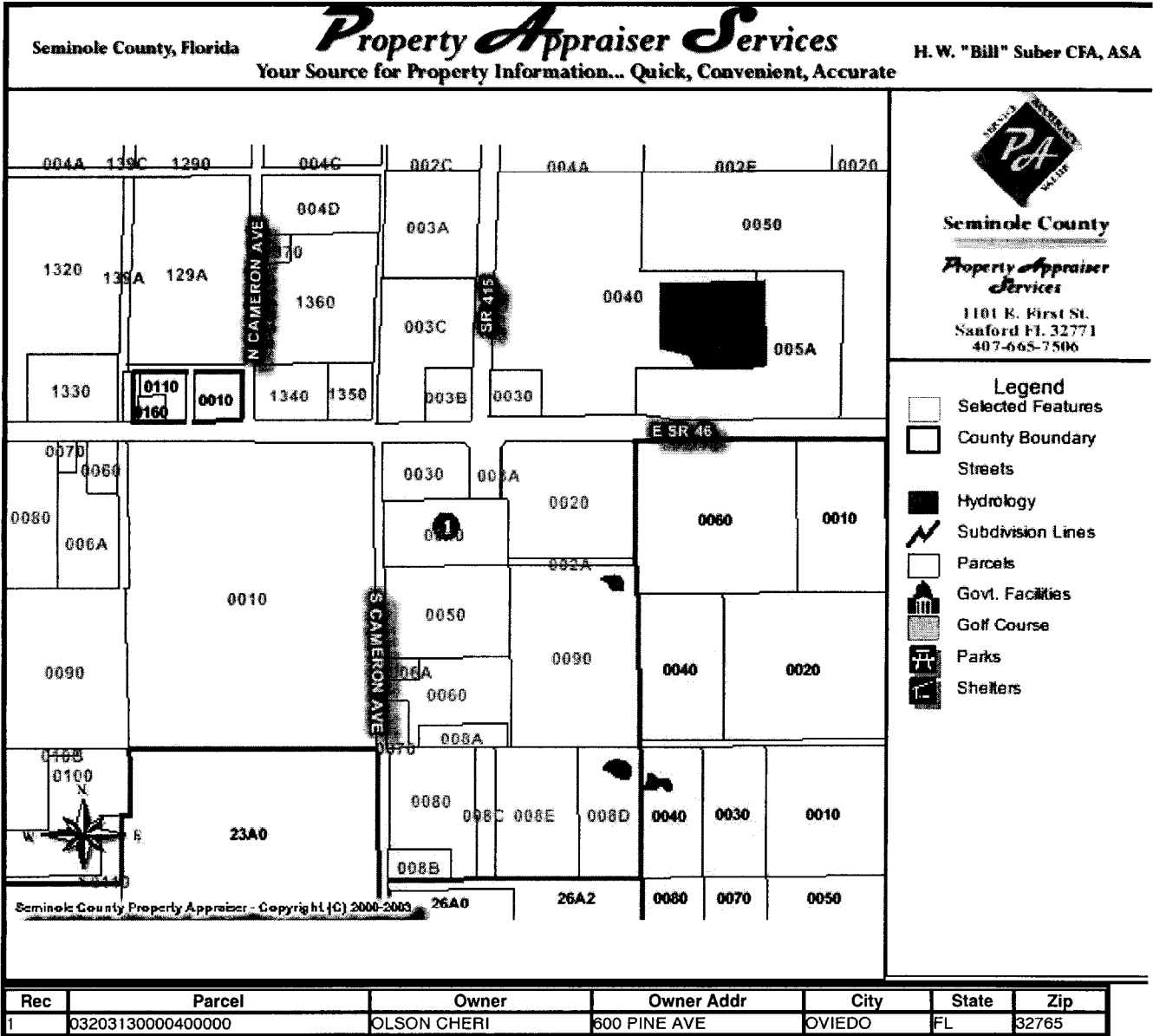


EXHIBIT A

EAST LAKE MARY BOULEVARD EXT. 100
 SEMINOLE COUNTY - PARCEL 231 & 831
 PARCEL DESCRIPTION: COMMERCIAL
 AREA OF PARENT TRACT = 4.924 ACRES
 AREA OF TAKING = 1.089 ACRES
 AREA OF REMAINERS 1P = 3.459 ACRES
 AREA OF REMAINERS 1F = 3.459 ACRES
 AREA OF DRAINAGE EASEMENT 831 = 0.13 ACRES(6,778 SF)

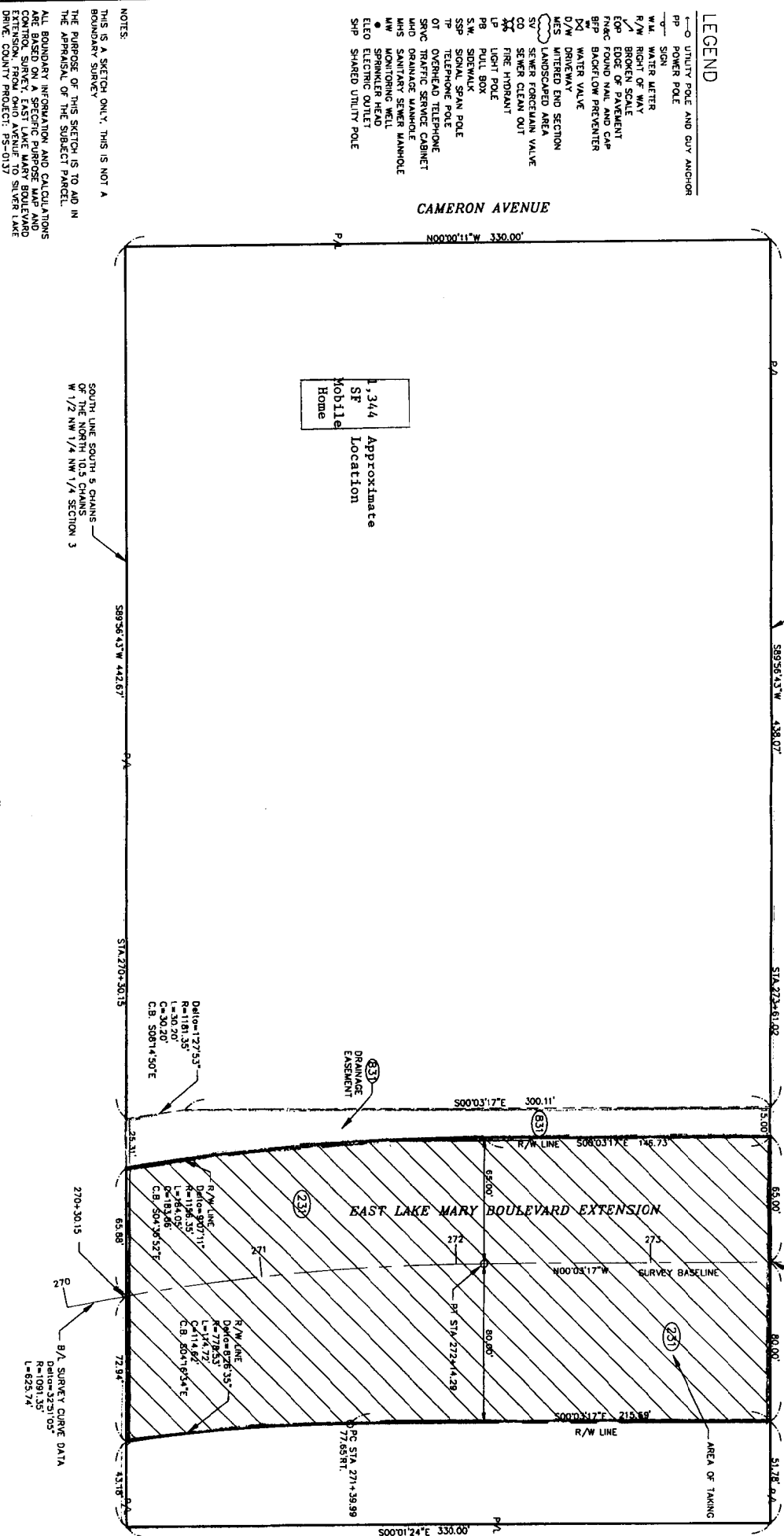
NORTH LINE SOUTH 5 CHAINS
 OF THE NORTH 10.5 CHAINS
 W 1/2 NW 1/4 NW 1/4 SECTION 3



LEGEND

- UTILITY POLE AND GUY ANCHOR
- P— POWER POLE
- S— SIGN
- W.M.— WATER METER
- R/W RIGHT OF WAY
- ✓ BROKEN SCALE
- ✓ EDGE OF PAVEMENT
- ✓ HAWK MARKED
- ✓ BRICK ON PREVENTER
- ✓ WATER VALVE
- DXI DRIVE IN END SECTION
- DXF DRIVE IN END SECTION
- DLA LANDSCAPED AREA
- SD SEWER FORCEMAIN VALVE
- CO SEWER CLEAN OUT
- FF FIRE HYDRANT
- U LIGHT POLE
- PB PULL BOX
- S.W. SIDEWALK
- S.S.P. SIGNAL SPAN POLE
- TP TELEPHONE POLE
- OT OVERHEAD TELEPHONE
- SRVC TRAFFIC SERVICE CABINET
- MHD ORNAMENT MANHOLE
- M45 SANITARY SEWER MANHOLE
- MW MONITORING WELL
- SPRINKLER HEAD
- ELO ELECTRIC OUTLET
- SHP SHARED UTILITY POLE

CAMERON AVENUE



1,344
 SF
 Approximate
 Location
 Mobile Home

SOUTH LINE SOUTH 5 CHAINS
 OF THE NORTH 10.5 CHAINS
 W 1/2 NW 1/4 NW 1/4 SECTION 3

NOTES:
 THIS IS A SKETCH ONLY. THIS IS NOT A
 BOUNDARY SURVEY.
 THE PURPOSE OF THIS SKETCH IS TO AID IN
 THE APPRAISAL OF THE SUBJECT PARCEL.
 ALL BOUNDARY INFORMATION AND CALCULATIONS
 ARE BASED ON A SPECIFIC PURPOSE MAP AND
 CONTROL SURVEY, EAST LAKE MARY BOULEVARD
 EXTENSION, SEMINOLE COUNTY, FLORIDA, PROJECT
 NO. 2005-017

KEY	DATE	REVISIONS	SKETCH DATE:	FIELD BOOK/PAGE:	OFFICE ADDRESS: 713 TALAMON ST., STE. 100 TALLAHASSEE, FLORIDA 32303	PHONE: (904) 848-2120 FAX: (904) 848-2120 FAX: (904) 848-4933	PROJECT:	CLIENT:	JOB NO.	SHEET NO.
			11/15/02	E.B. N/A	BOURNESTONE LAND SURVEYING, INC.		EAST LAKE MARY BOULEVARD EXTENSION SEMINEOLE COUNTY - PARCEL 231 & 831 SKETCH OF PARCEL PARENT TRACT AND AREA OF TAKING	THE SPIVEY GROUP, INC.	TS602231	2 of

PURCHASE AGREEMENT
FEE SIMPLE/PERMANENT EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 18th day of June, 2003, by and between CHERI OLSON F/K/A CHERI ADAMSON F/K/A LYNDA SHARON BUFFALOE, whose address is 600 Pine Ave., Oviedo, FL 32765, 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 construction and maintenance of an authorized 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 convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibits "A"

Parcel I.D. Number: 03-20-31-300-0040-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel No. 231, and by Permanent Easement on Parcel No. 831, free of liens and encumbrances, unto COUNTY for the sum of FIFTY SEVEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (57,375.00). 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 only be responsible for the following closing costs: recording fees for Warranty Deed, Permanent Easement, 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, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the 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 COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by 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 on this purchase. 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 the normal conditions and turned over to the COUNTY by the OWNER, in tact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed 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) OWNER represents and warrants that the properties are 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 properties are 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(s) 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 properties by OWNER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the properties by OWNER or any prior owner or operator as a garbage dump or landfill. In addition, 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.

(i) 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.

(j) 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.

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

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

(m) 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.

(n) 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 East Lake Mary Boulevard, Phase II-B 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.

(o) 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.

(p) 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 name on the date first above written.

WITNESSES:

[Signature]
SIGNATURE

William B. Woodley
PRINT NAME

[Signature]
SIGNATURE

LYNDA RUSH
PRINT NAME

[Signature]
CHERI OLSON F/K/A CHERI ADAMSON, F/K/A
LYNDA SHARON BUFFALOE
ADDRESS: 600 PINE AVE

OVIDEO, FL, 32765

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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 _____,
2003, regular meeting

County Attorney

EXHIBIT

RIGHT-OF-WAY FEE SIMPLE

PROJECT: East Lake Mary Boulevard Extension

OWNER: Cheri Adamson, f/k/a Lynda Sharon Buffaloe as to an equitable interest
And Doris Gormly, as to fee simple interest

TITLE SEARCH NO.: 231

R/W PARCEL NO.: 231

TAX I.D. NO.: 03-20-31-300-0040-0000

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1140, PAGE 1358 AND IN OFFICIAL RECORD BOOK 1141, PAGE 1765 AND IN OFFICIAL RECORD BOOK 1232, PAGE 354 AND IN OFFICIAL RECORD BOOK 2208, PAGE 674 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055983; THENCE RUN N89°56'43"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 532.66 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD EXTENSION ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137; THENCE RUN S00°13'36"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 26.99 FEET; THENCE RUN S00°03'17"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 336.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 5 CHAINS OF THE NORTH 10.5 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF BEGINNING; THENCE RUN N89°56'43"E ALONG SAID NORTH LINE A DISTANCE OF 80.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°03'17"E A DISTANCE OF 215.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 778.53 FEET AND A CHORD BEARING OF S04°16'34"E; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 114.72 FEET THROUGH A CENTRAL ANGLE OF 08°26'34" TO A POINT ON THE SOUTH LINE OF THE SOUTH 5 CHAINS OF THE NORTH 10.5 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S81°30'09"W, RUN S89°56'43"W ALONG SAID SOUTH LINE A DISTANCE OF 72.94 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE S89°56'43"W ALONG SAID SOUTH LINE A DISTANCE OF 65.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1156.35 FEET AND A CHORD BEARING OF N04°36'52"W; THENCE FROM A RADIAL BEARING OF N80°49'33"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 184.05 FEET THROUGH A CENTRAL ANGLE OF 09°07'10" TO THE POINT OF TANGENCY THEREOF; THENCE RUN N00°03'17"W A DISTANCE OF 146.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 5 CHAINS OF THE NORTH 10.5 CHAINS OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE RUN N89°56'43"E ALONG SAID NORTH LINE A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 1.085 ACRES, MORE OR LESS.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3 AND 20 OF THE RIGHT OF WAY MAPS FOR EAST LAKE MARY BOULEVARD EXTENSION, SEMINOLE COUNTY PROJECT NO. PS-0137.

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 SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

 9-24-02

Michael J. Cavaliere

DATE

Florida Registered Land Surveyor #3701

NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Lochrane Engineering
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3317

PERMANENT DRAINAGE EASEMENT

PROJECT: East Lake Mary Boulevard Extension

OWNER: Cheri Adamson, f/k/a Lynda Sharon Buffaloe as to an equitable interest
And Doris Gormly, as to fee simple interest

TITLE SEARCH NO.: 231

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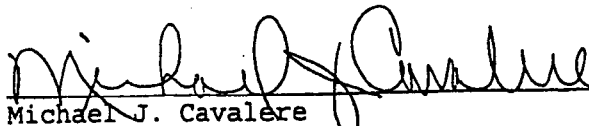
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