

01



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

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

FROM: Lynn Vouis, Assistant County Attorney *LV*

CONCUR: David Gregory, Acting Director of Environmental Services *DG*
 Bob Briggs, Finance Manager, Environmental Services *RB*

DATE: June 28, 2005

SUBJECT: Purchase Agreement Authorization
 Kathleen R. Yergler, as Trustee of the Kathleen R.
 Yergler Trust
 Parcel I.D. No. 16-21-31-5CA-0000-112A
 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. 16-21-31-5CA-0000-112A. The parcel is required for the Consumers/Lake Hayes Water Transmission Main improvement project. The purchase price is \$5,750.00, inclusive of attorney's fees incurred by the property owner.

I THE PROPERTY

A. Location Data

The subject property is located at the east of Church Street and west of Andrew Lane approximately 1000' south of Chapman Road in Oviedo, Florida, within unincorporated Seminole County.

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 110,342 square foot (2.53 acre) rectangular tract of vacant unimproved land located 1,000 feet ± south of Chapman Road.

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 10,041 sf permanent utility and drainage easement for the construction of an underground water main transmission line. The easement acquisition is a 30' wide strip of land that will be located within the boundaries of the existing 110' wide Florida Power & Light electric transmission line easement.

IV APPRAISED VALUE

The County's appraised value amount, as of December 22, 2003, was \$2,400.00. 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 \$3,000.00. The property owner accepted the County's binding written offer in the amount of \$3,000.00, in addition to \$2,750.00 for attorney's fees incurred by the property owner. The property owner's attorney reviewed the details of the proposed acquisition and the compensation offered by the County and advised the property owner that the settlement was reasonable.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$2,750.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$5,750.00 inclusive of attorneys' fees incurred by the property owner.

LV/krc

Attachments:

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

P:\USERS\LV\OUI\SETTLEMENT MEMOS\CONSUMERS LAKE HAYES\AGENDA ITEM JAKUBCIN.DOC

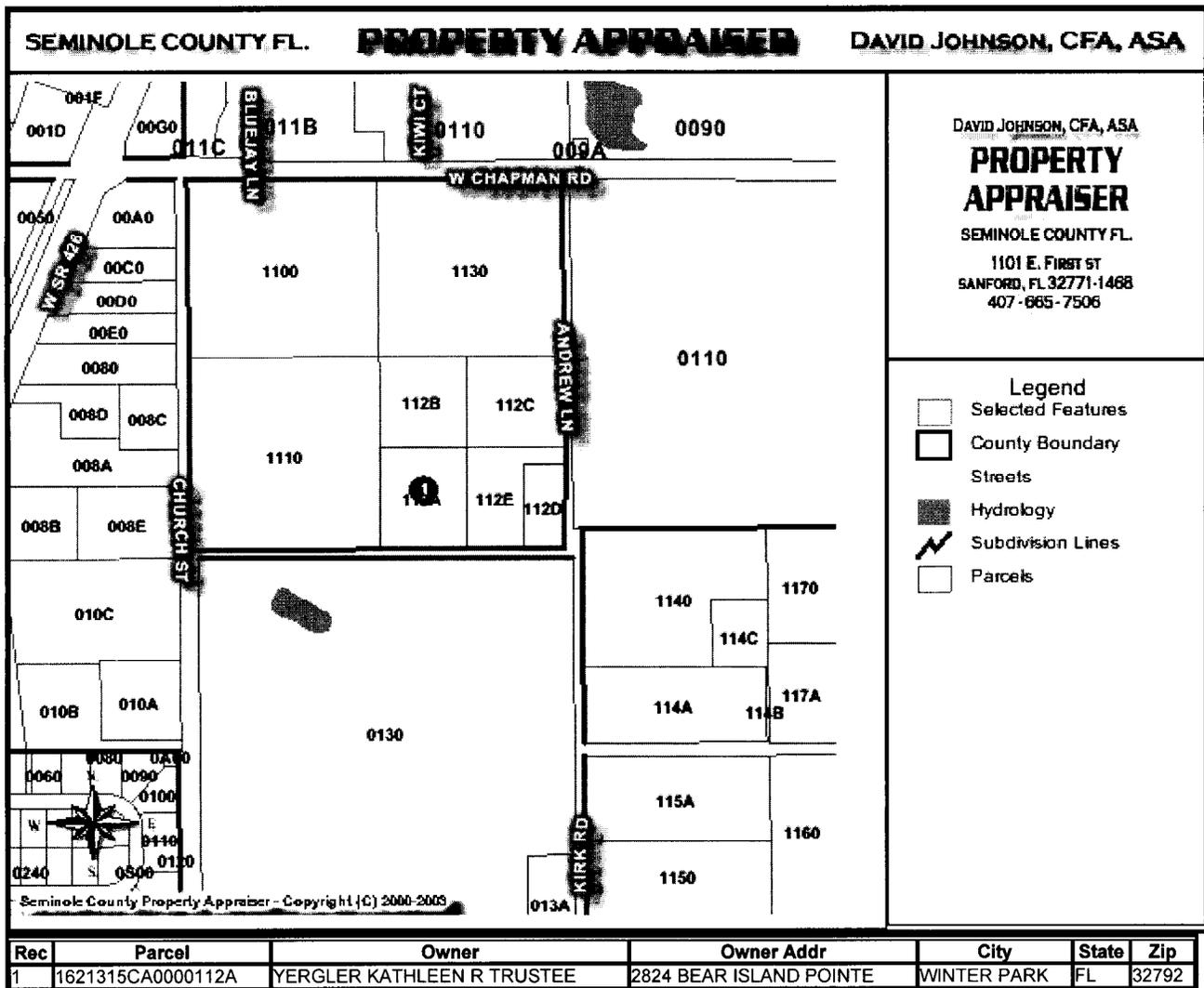
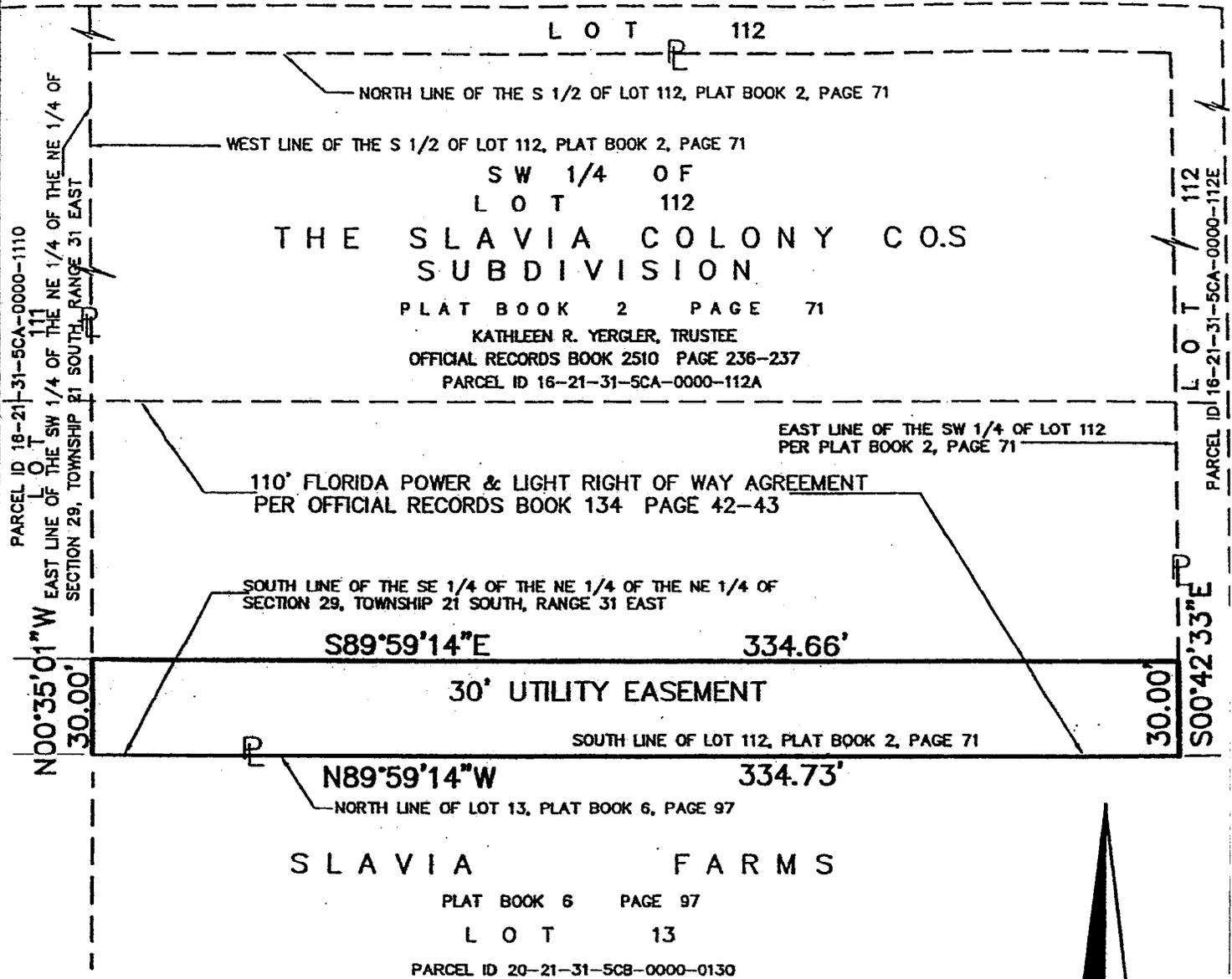


EXHIBIT A

LEGAL DESCRIPTION

The South 30 feet of the SW 1/4 of Lot 112, THE SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida. Containing 10,041 square feet or 0.23 acres, more or less.



TOTAL PARENT TRACT=	TAKE TRACT=	REMAINING TRACT=
110,342 SQUARE FEET	10,041 SQUARE FEET	100,301 SQUARE FEET
OR 2.53 ACRES, ±	OR 0.23 ACRES, ±	OR 2.30 ACRES, ±

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 FOR INWOOD CONSULTING ENGINEERS	Date: Jan. 30, 2002 CS	46593060 SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com <i>Cary R. Crick</i> CARY R. CRICK
	Job No.: 46593060	
EXHIBIT B	CH. 61G17-8, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	

ENCLOSURE 1:

**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 KATHLEEN R. YERGLER, AS TRUSTEE OF THE KATHLEEN R. YERGLER TRUST, whose address is 2824 Bear Island Pointe, Winter Park, Florida 32792, 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 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: 16-21-31-5CA-0000-112A

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 THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00). In addition, COUNTY agrees to pay to OWNER the sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) for attorneys' fees incurred by OWNER. The above amounts include 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 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.

(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.

(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

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.

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:

KATHLEEN R. YERGLER, AS TRUSTEE OF
THE KATHLEEN R. YERGLER TRUST

Micheline Sealy
SIGNATURE

By: *Kathleen R. Yergler, Trustee*
KATHLEEN R. YERGLER

MICHELINE SEALY
PRINT NAME

Date: 6/14/05

Deborah E. Cecchetti
SIGNATURE

Deborah E. Cecchetti
PRINT NAME

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.

[Signature]
County Attorney

LV/kc
03/23/05
851470/1/0026500/110413

LEGAL DESCRIPTION

The South 30 feet of the SW 1/4 of Lot 112, THE SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida. Containing 10,041 square feet or 0.23 acres, more or less.

LOT 112

NORTH LINE OF THE S 1/2 OF LOT 112, PLAT BOOK 2, PAGE 71

WEST LINE OF THE S 1/2 OF LOT 112, PLAT BOOK 2, PAGE 71

SW 1/4 OF LOT 112

THE SLAVIA COLONY CO.S SUBDIVISION

PLAT BOOK 2 PAGE 71

KATHLEEN R. YERGLER, TRUSTEE

OFFICIAL RECORDS BOOK 2510 PAGE 236-237

PARCEL ID 16-21-31-5CA-0000-112A

EAST LINE OF THE SW 1/4 OF LOT 112 PER PLAT BOOK 2, PAGE 71

110' FLORIDA POWER & LIGHT RIGHT OF WAY AGREEMENT PER OFFICIAL RECORDS BOOK 134 PAGE 42-43

SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

S89°59'14"E 334.66'

30' UTILITY EASEMENT

SOUTH LINE OF LOT 112, PLAT BOOK 2, PAGE 71

N89°59'14"W 334.73'

NORTH LINE OF LOT 13, PLAT BOOK 6, PAGE 97

SLAVIA FARMS

PLAT BOOK 6 PAGE 97

LOT 13

PARCEL ID 20-21-31-5CB-0000-0130

TOTAL PARENT TRACT= 110,342 SQUARE FEET OR 2.53 ACRES, ±

TAKE TRACT= 10,041 SQUARE FEET OR 0.23 ACRES, ±

REMAINING TRACT= 100,301 SQUARE FEET OR 2.30 ACRES, ±

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.



<p>Legal Description</p> <p>FOR INWOOD CONSULTING ENGINEERS</p> <p>EXHIBIT A</p>	<p>Date: Jan. 30, 2002 CS</p>	<p>46593060</p> <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p><i>B. Kriak</i> BARRY R. CRICK</p>
	<p>Job No.: 46593060</p> <p>Scale: 1" = 50'</p>	
<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p>		