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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: David Gregory, Acting Director of Environmental Services *[Signature]*
 Bob Briggs, Finance Manager, Environmental Services *[Signature]* **RB 6.28.05**

DATE: June 22, 2005

SUBJECT: Purchase Agreement Authorization
 George Jakubcin, Jr., Trustee of the George Jakubcin, Jr.
 Family Trust and Trustee of the Mildred L. Jakubcin Family Trust
 Parcel I.D. No. 28-21-31-302-002G-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. 28-21-31-302-002G-0000. The parcel is required for the Consumers/Lake Hayes Water Transmission Main improvement project. The purchase price is \$22,420.00, with no fees or expenses incurred by the property owner.

I THE PROPERTY

A. Location Data

The subject property is located at the south terminus of Chapman Woods Place, in Oviedo, Florida. Chapman Woods Place is a residential asphalt paved street off the south side of Chapman Road, between State Road 426 (Aloma Avenue) and State Road 434 (Alafaya Trail) 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 198,367 square foot (4.55 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 22,420 sf permanent utility and drainage easement for the construction of an underground water main transmission line easement. The easement acquisition is a 30' wide strip of land that runs within 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 \$5,000.00. 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 \$5,300.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owner in the amount of \$22,420.00 with no fees or expenses incurred.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The property owners in this case have lived in the Slavia area for decades and are extremely familiar with the property values in the area. They are also aware of the settlement amounts the County has paid other property owners along the corridor. Mr. Jakubcin and his brother believe that they should be compensated the same amount as their neighbors have been compensated for the same amount of property.

The appraised value of the Jakubcin's property is less than nearby property owners because of the valuation method utilized by the County's appraiser. In the appraisal, the value of the easement to be acquired is based on the value of the parent tract as a whole. The Jakubcin's property is currently unimproved agricultural acreage. The County's appraiser valued the land at \$1.10 per square foot. The value of the easement area was reduced to \$0.22 per square foot to account for the Florida Power & Light easement and the proposed Seminole County easement (a loss to the owner of

90% of the use of the property). Nearby, a similar easement is also being acquired from the Chapman Lakes Homeowner's Association property. Since the fee value of the HOA's property is \$2.50 per square foot instead of \$1.10, the appraised value of their easement acquisition is higher. This is true even though both owners used the property the same way (for a power line easement) before and after the acquisition. The property owners do not agree with this method of valuation, pointing out that the County is receiving the same amount of property and the same rights of use from them as from their neighbors.

Although the County's method of valuation is proper, it would not be cost effective to litigate the issue in this situation. The property owners have been involved in the condemnation process in the past and are familiar with many attorneys practicing in the field. They would not hesitate to hire an attorney to litigate this issue, and would not be in a hurry to have the case resolved. Although this proposed settlement amount is \$17,120.00 more than the County's binding written offer amount, it 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 \$17,120.00 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 \$22,420.00 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\OUI\SETTLEMENT MEMOS\CONSUMERS LAKE HAYES\AGENDA ITEM JAKUBCIN.DOC

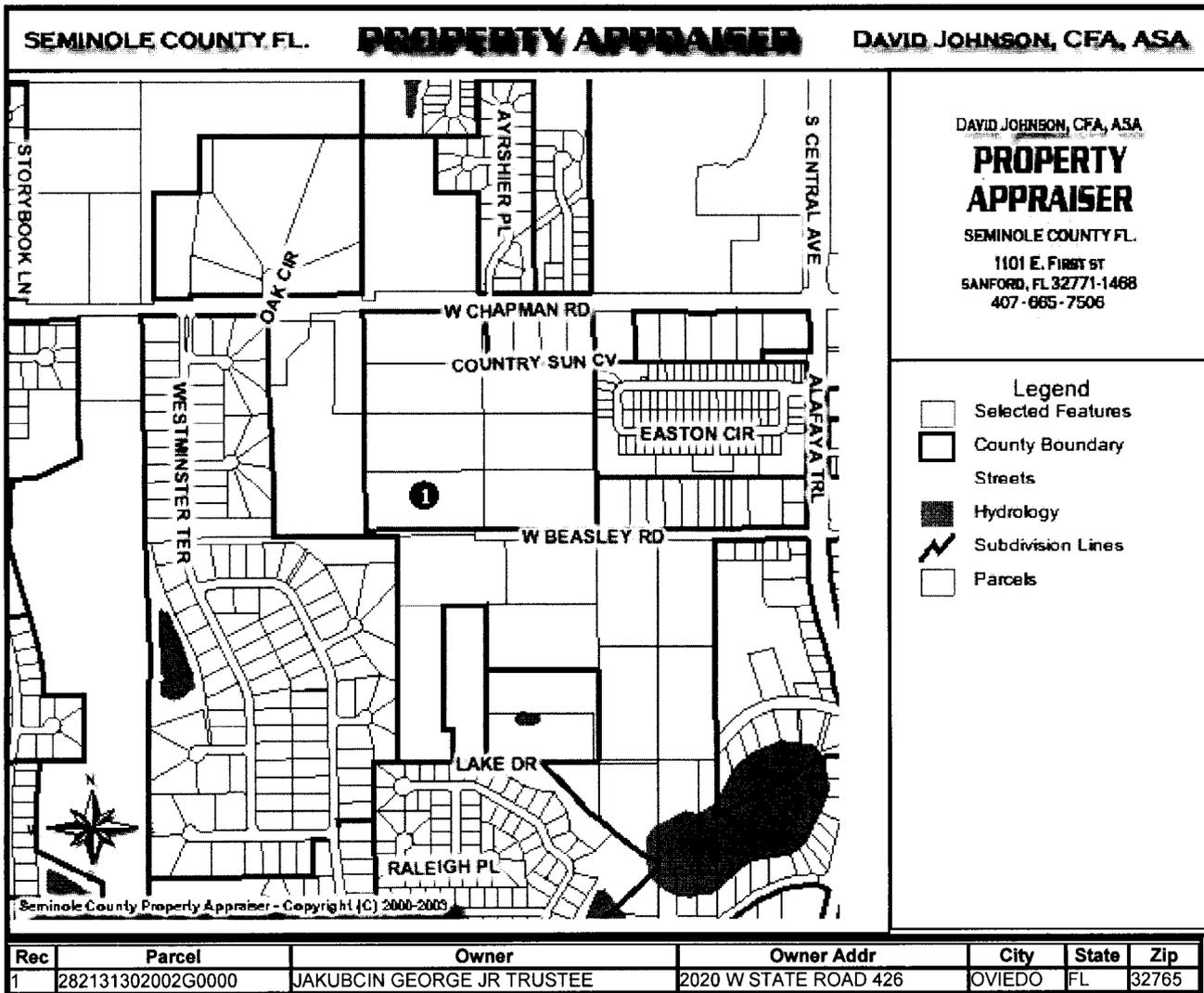


EXHIBIT A

SKETCH OF DESCRIPTION

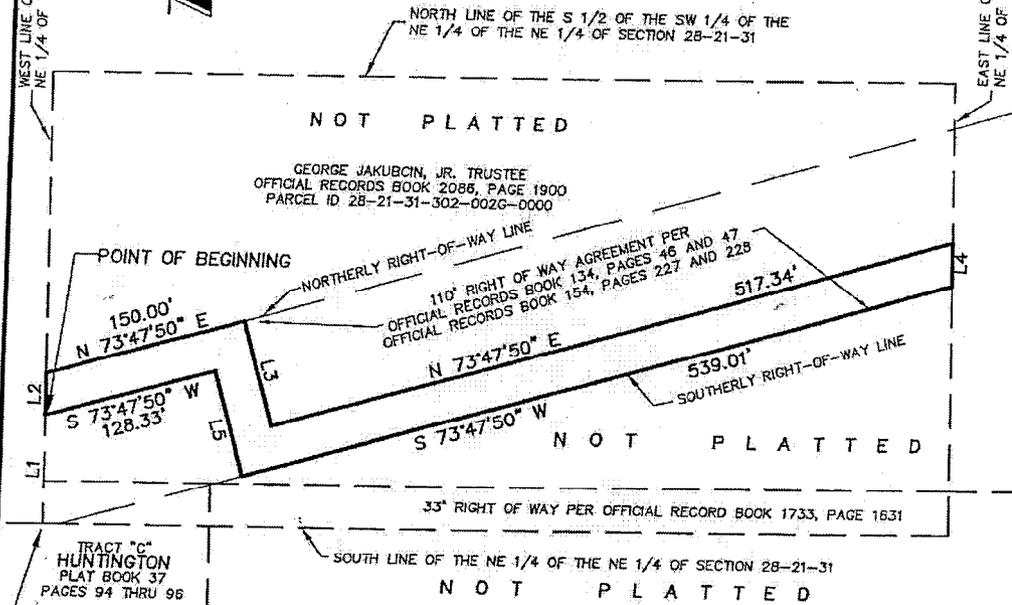
Parcel #13

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.72'	N 00°41'34" W
L2	31.13'	N 00°41'34" W
L3	80.00'	S 16°12'10" E
L4	31.14'	S 00°41'02" E
L5	80.00'	N 16°12'10" W

WEST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 28-21-31



EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 28-21-31



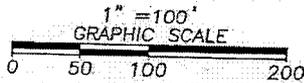
TOTAL PARENT TRACT =
198,367 SQUARE FEET
OR 4.55 ACRES ±

TAKE TRACT =
22,420 SQUARE FEET
OR 0.51 ACRES ±

198,367
REMAINING TRACT =
175,947 SQUARE FEET
4.55 ACRES ±



Drawing No. 46593055A
Job No. 46593
Date: 02/27/2004
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
8500 All American Boulevard
Orlando, Florida 32810-4350
(407)282-8580 fax(407)282-0141
Cert. No. 1B-2108
email: info@southeasternsurveying.com

**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 GEORGE JAKUBCIN, JR., TRUSTEE OF THE GEORGE JAKUBCIN, JR., FAMILY TRUST AND ~~MILDRED L. JAKUBCIN~~, TRUSTEE OF THE MILDRED L. JAKUBCIN FAMILY TRUST, whose address is 2020 West S. R. 426, Oviedo, Florida 32765-8611, 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."

DECEASED...
8/2
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: 28-21-31-302-002G-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 ~~TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)~~. The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

TWENTY TWO THOUSAND FOUR HUNDRED TWENTY
8/2
MDG

\$ 22,420.⁰⁰
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.

(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.

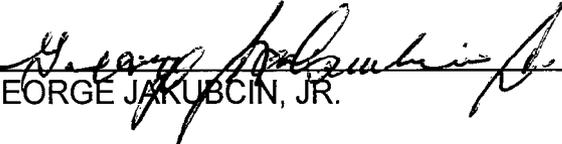
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

PROPERTY OWNER(S):

GEORGE JAKUBCIN, JR., TRUSTEE OF THE
GEORGE JAKUBCIN, JR., FAMILY TRUST


SIGNATURE

By: 
GEORGE JAKUBCIN, JR.

IVAN JAKUBCIN
PRINT NAME

Date: JUNE 06, 2005


SIGNATURE

MARK D. GISCLAY
PRINT NAME

GEORGE JAKUBCIN, JR.
~~MILDRED L. JAKUBCIN, TRUSTEE OF THE
MILDRED L. JAKUBCIN FAMILY TRUST~~


SIGNATURE

By: 
~~MILDRED L. JAKUBCIN~~
GEORGE JAKUBCIN, JR.

IVAN JAKUBCIN
PRINT NAME

Date: JUNE 06, 2005


SIGNATURE

MARK D. GISCLAY
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.

County Attorney

LV/kc
06/06/05

DESCRIPTION

A portion of the S 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 31 East, Seminole County, Florida, being more particularly described as follows :

Commence at the Southwest corner of the NE 1/4 of the NE 1/4 of said Section 28; thence N 00°41'34" W along the West line of said S 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 a distance of 79.72 feet to the Point of Beginning; thence continue N 00°41'34" W along said West line a distance of 31.13 feet to a point on the Northerly right-of-way line of a 110 foot right-of-way agreement as described in Official Records Book 134, Pages 46 and 47 and Official Records Book 154, Pages 227 and 228, Public Records of Seminole County, Florida; thence N 73°47'50" E along said Northerly right-of-way line a distance of 150.00 feet; thence S 16°12'10" E a distance of 80.00 feet; thence N 73°47'50" E along a line that is 80.00 feet Southerly of and parallel with said Northerly right-of-way line a distance of 517.34 feet to a point on the East line of said S 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4; thence S 00°41'02" E along said East line a distance of 31.14 feet to a point on the Southerly right-of-way line of said 110 foot right-of-way agreement; thence S 73°47'50" W along said Southerly right-of-way line a distance of 539.01 feet; thence N 16°12'10" W a distance of 80.00 feet; thence S 73°47'50" W along a line that is 30.00 feet Southerly of and parallel with said Northerly right-of-way line a distance of 128.33 feet to the Point of Beginning.

Containing 22,420 square feet or 0.51 acres more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the Florida State plane Coordinate System, NAD 83/90.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION

FOR

Inwood Consulting Engineers

EXHIBIT A

Date: February 27, 2004 KR

Job No.: 46593 Scale: 1" = 100'

CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that
THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERT. NO. LB2108 46593055



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com

Gary B. Krick

GARY B. KRICK
REGISTERED LAND SURVEYOR NO. 4245

SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
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L5	80.00'	N 16°12'10" W



WEST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28-21-31

EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28-21-31

NORTH LINE OF THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28-21-31

NOT PLATTED

GEORGE JAKUBCIN, JR. TRUSTEE
OFFICIAL RECORDS BOOK 2086, PAGE 1900
PARCEL ID 28-21-31-302-002G-0000

POINT OF BEGINNING

NORTHERLY RIGHT-OF-WAY LINE

110' RIGHT OF WAY AGREEMENT PER
OFFICIAL RECORDS BOOK 134, PAGES 46 AND 47
OFFICIAL RECORDS BOOK 154, PAGES 227 AND 228

150.00'
N 73°47'50" E

517.34'

S 73°47'50" W
128.33'

N 73°47'50" E

539.01'
SOUTHERLY RIGHT-OF-WAY LINE

S 73°47'50" W

NOT PLATTED

33' RIGHT OF WAY PER OFFICIAL RECORD BOOK 1733, PAGE 1631

TRACT "C"
HUNTINGTON
PLAT BOOK 37
PAGES 94 THRU 96

SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28-21-31

NOT PLATTED

POINT OF COMMENCEMENT
SW CORNER OF THE NE 1/4 OF
THE NE 1/4 OF SECTION 28-21-31

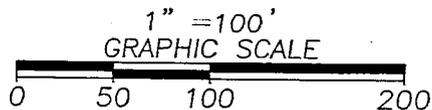
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Drawing No. 46593055A
Job No. 46593
Date: 02/27/2004
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com