



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Henry M. Brown, Assistant County Attorney *HMB*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
Kathleen Myer, Principal Engineer/Engineering Division *KM*

DATE: July 24, 2003

SUBJECT: Settlement Authorization
Airport Boulevard, Phase III
Parcel Nos.: 197A and 197B
Owner(s): Willie and Mamie Brundidge
Seminole County vs. Lewis White, et al.
Case No.: 02-CA-2679-13-W

This Memorandum requests settlement of Parcel Nos. 197A and 197B on the Airport Boulevard, Phase III road improvement project. The recommended settlement is at the total sum of THREE THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$3,330.00) inclusive of all land value, severance damage, statutory interest, attorneys fees, and reimbursable costs.

I PROPERTY

A. Location Data

Parcel Nos. 197A and 197B are fee simple acquisitions totaling 479 s.f. These are corner clips from the Brundidge property.

B. Street Address

The street address is 3061 West 23rd Street. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2001-R-108 on June 26, 2001, authorizing the acquisition of Parcels 197A and 197B, and finding that the Airport Boulevard, Phase III project was necessary and served a public purpose and was in the best interest of the citizens of Seminole County.

III ACQUISITIONS AND REMAINDER

The fee simple acquisition consists of 479 s. f. from the total improved parcel of 14,443 s. f, leaving a remainder of 13,964 s. f. The single family residence is not impacted by the acquisition.

IV APPRAISED VALUES

The County's appraisal report was prepared by Diversified Property Specialists, Inc., and reported full compensation to be \$900.00 inclusive of land value, improvements, and severance damage.

The property owner did not complete an appraisal report. The owner did have an engineering review performed.

V NEGOTIATION

The County's first offer was \$1,000.00.

The owners proposed settlement at \$5,000.00 inclusive of all land value, attorney fees, and costs. This was rejected by County staff. Additional negotiations resulted in an inclusive settlement amount of \$3,330.00.

The owners allocate the total settlement sum as follows: (1) Brundidge's \$2,000.00; (2) Attorney fees \$330.00; and (3) Engineering Review Cost \$1,000.00.

This is a cost avoidance settlement.

VI ATTORNEYS FEE REIMBURSEMENT

The allocation of \$2,000.00 to the Brundidge's sets statutory benefit obtained attorney fees at \$330.00 based on the County's first offer of \$1,000.00.

VII COST REIMBURSEMENTS

Statutory cost reimbursements are included in the settlement sum. The owner's submitted engineering review costs of \$1,100.00. The owners have allocated \$1,000.00 of the total settlement sum to engineering review costs.

VIII COST AVOIDANCE

By this settlement, the County avoids the following additional costs beyond those for which it is already liable by law:

- a. A potential jury verdict in excess of the \$2,000.00 allocation to the Brundidge's;
- b. All statutory interest;
- c. Attorney fees in excess of the statutory sum of \$330.00;
- d. The owner's appraisal cost, a sum that alone would exceed the amount of the settlement;
- e. All mediation costs;
- f. Attorney fees to proceed further; and,
- g. Costs to proceed further.

IX ANALYSIS

Settlement at the inclusive total of \$3,330.00 is as good as it is going to get. This is totally cost avoidance. A full appraisal cost is avoided, as well as a mediator's fee; these costs, if incurred, would far exceed the total settlement sum.

X RECOMMENDATION

County staff recommends that the BCC approve this settlement in the inclusive amount of \$3,330.00.

HMB/sb

Attachments

Exhibit A

Exhibit B

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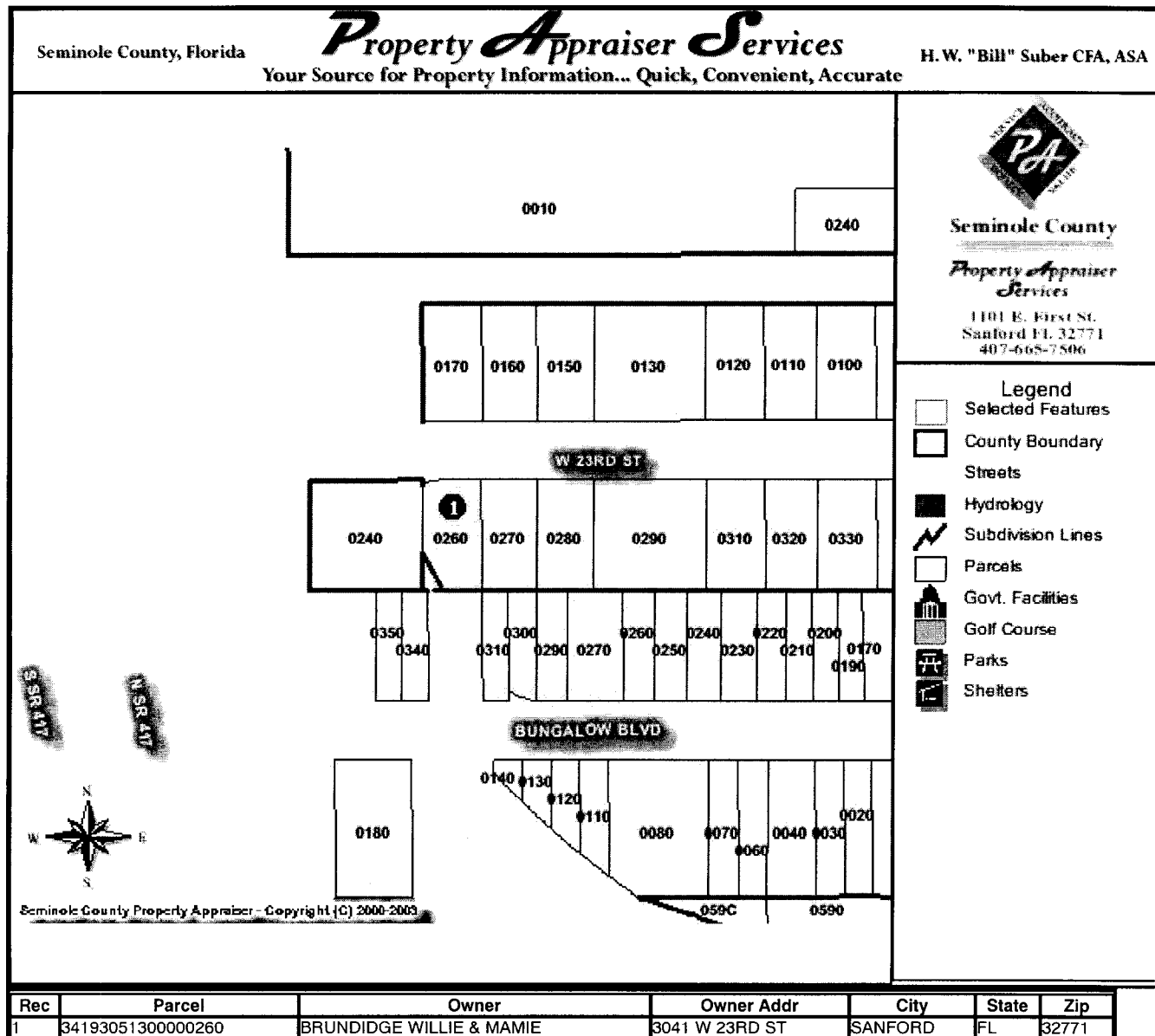
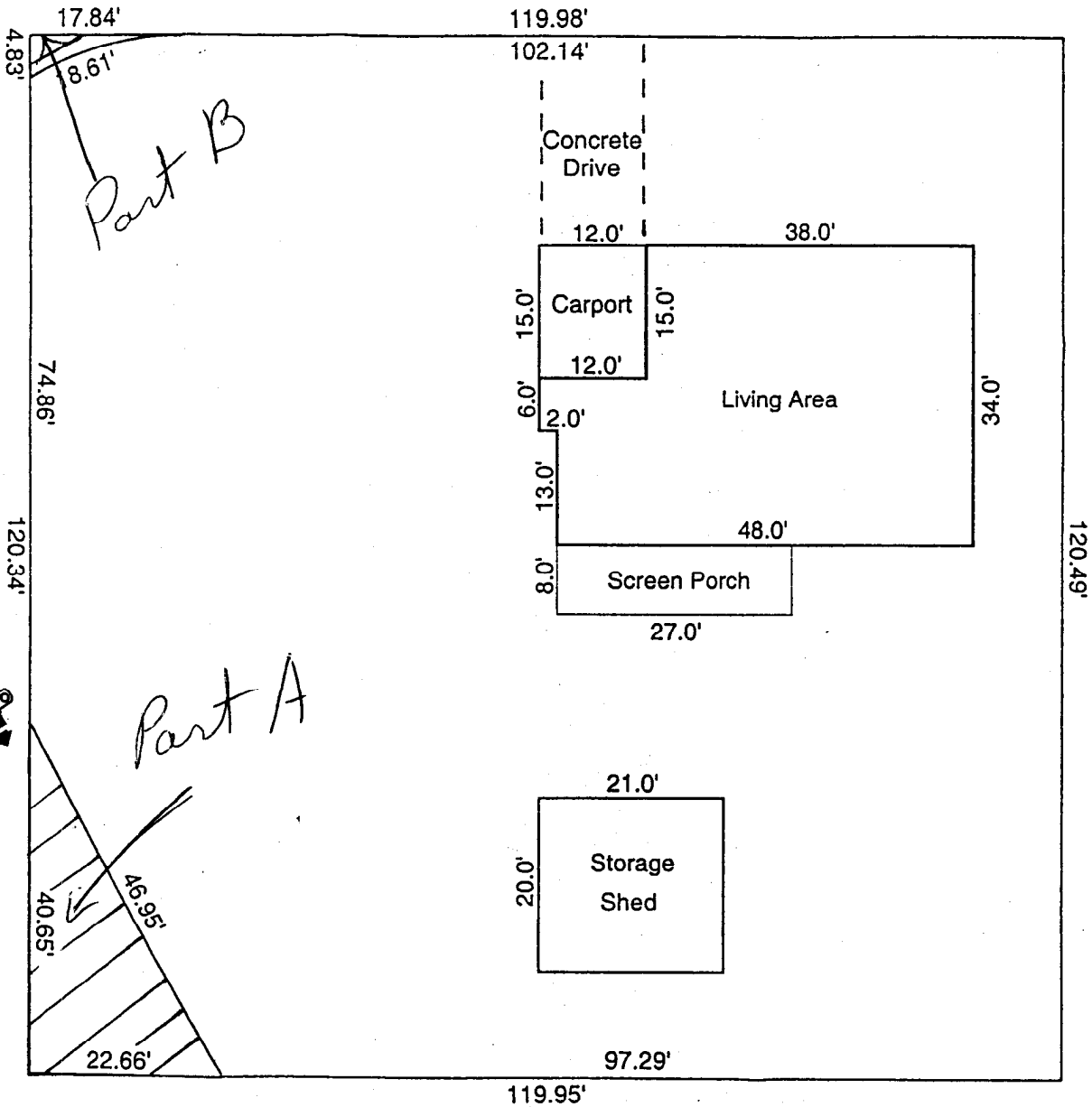


EXHIBIT A



23rd Street



| | | |
|---------------|-----------|----------|
| Parent Tract: | 14,443 sf | 0.332 ac |
| Part Taken: | 479 sf | 0.011 ac |
| Remainder: | 13,964 sf | 0.321 ac |



Sketch Not To Scale

EXHIBIT B

SKETCH WITH TAKING