

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Surplus County Land

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Steve Howard **CONTACT:** Meloney Lung *MCL* **EXT.** 5256

Agenda Date <u>9/26/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION: Approve request to declare surplus and competitively bid Seminole County owned .15 acre lot with 3,100 sq. ft. pre-fab metal/concrete building located at 100 Seminola Blvd., Casselberry, using the appraised value of \$95,000 as the minimum bid.

BACKGROUND: Public Works has agreed to release this property as surplus (ROW Parcel # 121.1, Property I.D. 05-21-30-517-2800-0150, purchased by the County in December 1993 as part of the Seminola Blvd., Road Widening Project. Property was acquired through a Purchase Agreement and Warranty Deed from Donald and Louise Allen for the purchase amount of \$212,000.

This property is currently zoned C-2, Retail Commercial with no minimum lot size for commercial use, however the site must meet all the parking, buffers and landscaping requirements for a commercial business. During the construction of Seminola Blvd, the right of way taking has rendered this building and lot in its current configuration unusable as a commercial business site.

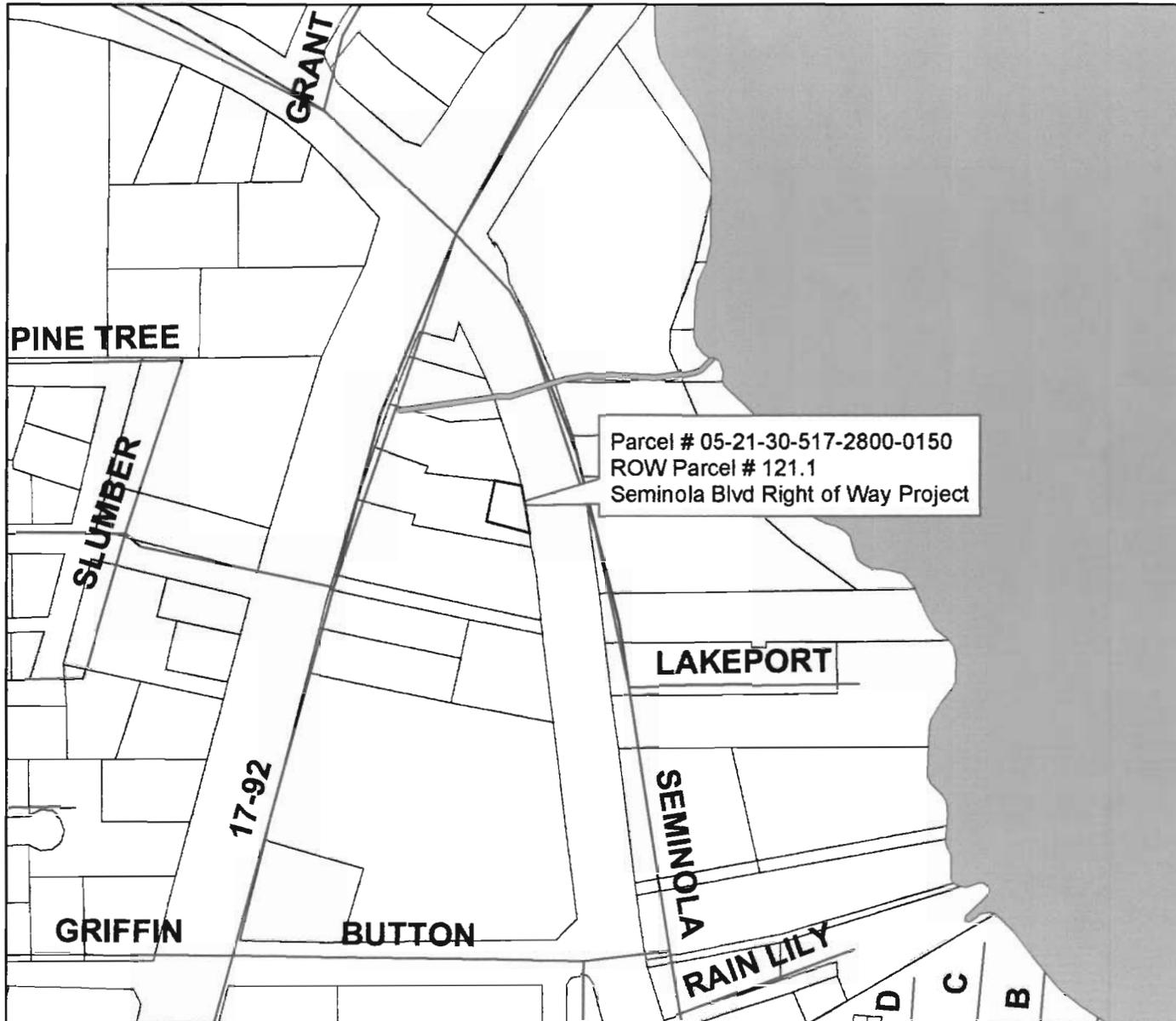
The appraisal report completed by Diversified Property Specialists on June 28, 2006, explored alternatives to determine if it can be used "as is". Seminole County Development Review advised that even with the relocation of the roll-up door to the north side of the building where the only two remaining parking spaces are located, a delivery truck would have to turn around inside the warehouse, since there is no room on the two remaining parking spaces to allow a turn around returning to Seminola Blvd. Further, due to the lack of on-site parking, Development Review could not assure that a variance would be granted until a study was made on the type of use and how much traffic the site would pull into the property.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. <u>CASS02</u>

Diversified Property Specialists stated it is physically possible to develop the property with a wide range of uses. Their conclusion is the highest and best use as improved would be to redevelop the site with a smaller building that will be zoning compliant, competitively sized and have the appropriate on-site amenities for commercial use.

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																			
<p>GENERAL</p> <p>Parcel Id: 05-21-30-517-2800-0150</p> <p>Owner: SEMINOLE B C C</p> <p>Mailing Address: 1101 E 1ST ST</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 100 SEMINOLA BLVD</p> <p>Facility Name:</p> <p>Tax District: 04-COUNTY- 17-92 REDVDST</p> <p>Exemptions: 85-COUNTY</p> <p>Dor: 86-COUNTY(EXC:PUBLIC SC)</p>	<p>2006 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$43,035</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$32,730</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$75,765</p> <p>Assessed Value (SOH): \$75,765</p> <p>Exempt Value: \$75,765</p> <p>Taxable Value: \$0</p> <p>Tax Estimator</p> <p>2006 Notice of Proposed Property Tax</p>																		
<p>SALES</p> <p>Deed Date Book Page Amount Vac/Imp Qualified</p> <p>Find Sales within this DOR Code</p>	<p>2005 VALUE SUMMARY</p> <p>2005 Tax Bill Amount: \$0</p> <p>2005 Taxable Value: \$0</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																		
<p>LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>SQUARE FEET</td> <td>0</td> <td>0</td> <td>6,546</td> <td>5.00</td> <td>\$32,730</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	6,546	5.00	\$32,730	<p>LEGAL DESCRIPTION</p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>PART OF LOTS 15 & 16 DESC AS BEG NE COR LOT 16 BLK 28 RUN N 78.07 DEG 10 SEC W 66.49 FT S 20 DEG 04 MIN</p> <p>55 SEC W 97.75 FT S 07 DEG 10 MIN E 120.74 FT N 98.97 FT TO POB LAKE KATHRYN PARK ADD 1</p> <p>PB 5 PGS 63-69</p>						
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																			

**Seminole County Property
ROW Parcel # 121.1
100 Seminola Blvd., Casselberry**



**Parcel #
05-21-30-517-2800-0150**

6,546 Sq. Ft. (.150 Acre)

**Parcel is Zoned
by Seminole County as:
C2 - Retail**



Document Prepared By:
Joyce D. Suber
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Submitted By:
Ronald B. Kesselring
Glace & Radcliffe, Inc.
800 S. Orlando Avenue
Maitland, Florida 32751
Certificate No. 90.5319
State of Florida

SEMINOLE COUNTY PURCHASE AGREEMENT
for Fee Simple

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this 26th day of Oct., 1943, by and between Donald W. Allen and Louise Allen, his wife, (an undivided one-half interest) and Lawrence W. Allen, (an undivided one-half interest), whose address is 100 Seminola Boulevard, Casselberry, Florida 32707, hereinafter referred to as OWNERS, 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.

W I T N E S S E T H:

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 OWNERS hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION Seminola Boulevard

Parcel 121.1 - Fee Simple - Warranty Deed

See attached legal description, identified as Exhibit "A".

II. PURCHASE PRICE

\$ 44,000.00 Land
156,000.00 Improvements
12,000.00 Attorney Fees/Costs

\$212,000.00 Total

- (a) OWNERS agrees to sell and convey the above described property of the above referenced project by Warranty Deed for parcel # 121.1, free of liens and encumbrances, unto COUNTY for the sum of \$212,000.00. The above amount includes all compensation due as a result of this acquisition to the OWNERS for any reason and for any account whatsoever, including business damages.

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.

Attorney's fees/costs will be paid at closing as set forth above. OWNERS will be responsible for cost to prepare and record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances and OWNERS' share of the prorated property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and prorated real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the property authority on behalf of the OWNERS.

OWNERS will be responsible for cost to prepare and record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances and OWNERS' share of the prorated property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and prorated real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the property authority on behalf of the OWNERS.

OWNERS 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 OWNERS.

II. CONDITIONS

- (a) COUNTY shall pay to the OWNERS 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. In no event shall the date of this delivery by OWNERS exceed 45 days from the complete execution of this agreement by both parties.
- (b) OWNERS agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may extend possession of the property by OWNERS; 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 with surrender of possession to the COUNTY, OWNERS agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and all other items of personal property located in, on or upon the real property acquired shall be preserved in the normal conditions and turned over to the COUNTY by the OWNERS, intact, if applicable.
- (c) Any and all encroachments existing upon the required property other than those improvements included in the purchase price, are to be removed at the expense of the OWNERS.
- (d) The OWNERS covenants that there are no hazardous wastes located in, on or upon the property being acquired by the COUNTY to the best of their knowledge.
- (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 OWNERS 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 and sale agreement or difficulties occur in the issuance of a title insurance commitment which is unacceptable in any way to the County; this agreement shall survive closing and serve as a joint stipulation regarding all valuation issues in any condemnation proceeding initiated by the County relating to the real property herein described. The SELLER agrees that, in accordance with any request made by the County, the

EXHIBIT "A"

RIGHT-OF-WAY TAKE

PROJECT: Seminola Boulevard
OWNER(S): Donald W. Allen and Louise Allen, his wife as to an undivided 1/2 interest and Lawrence W. Allen, as to an undivided 1/2 interest
R/W PARCEL NO.: 121.1
TAX I.D. NO.: 05-21-30-517-2800-0160-0-2
CONSULTANTS: Glace & Radcliffe, Inc.
CERTIFICATE NO.: 90.5319

A portion of Lots 15 and 16, Block 28, Kathryn Park Addition Number One according to the plat thereof as recorded in Plat Book 5, Pages 63 through 69 of the Public Records of Seminole County, Florida.

Being described as follows:

Commence at a rebar and cap RLS Number 935 marking the Southeast corner of Lot 15, Block 28, Kathryn Park Addition Number One according to the plat thereof as recorded in Plat Book 5, Pages 63 through 69 of the Public Records of Seminole County, Florida, said point being on the Westerly right-of-way line of Seminola Boulevard and the Point of Curvature of a curve concave Southwesterly, having a radius of 1178.10 feet, a central angle of 01°04'49" and a chord bearing of North 09°48'25" West; thence Northwesterly along said right-of-way line, the Easterly line of said Lot 15 and the arc of said curve, 22.21 feet to a Point on Curve and the POINT OF BEGINNING; thence North 80°21'00" West (non-radial), 120.74 feet; thence North 17°59'55" East, 97.75 feet to a point on the North line of Lot 16, Block 28 of said plat of Kathryn Park Addition Number One; thence South 80°10'59" East along the North line of said Lot 16, a distance of 66.49 feet to the Northeast corner of said Lot 16, a point on the Westerly right-of-way line of Seminola Boulevard and a Point on a Curve concave Southwesterly, having a radius of 1178.10 feet, a central angle of 05°05'03" and a chord bearing of South 12°53'21" East; thence Southeasterly along the arc of said curve, 104.54 feet to the POINT OF BEGINNING.

Containing 9,124 square feet, more or less.

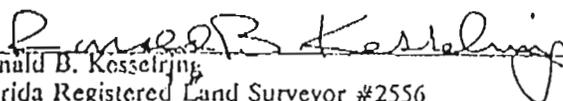
Subject to a 3.00 foot Florida Power Corporation Easement as recorded in OR Book 682, Page 327.

And being the same property described as follows (OR Book 1064, Page 1966, of the Public Records of Seminole County, Florida):

"Beginning at the Northeast corner of Lot 16, Block 28, Kathryn Park Addition No. One, according to the plat thereof as recorded in Plat Book 5, Pages 63 through 69 of the Public Records of Seminole County, Florida, run North 78°07'10" West along the Northerly line of Lot 16, a distance of 66.49 feet; thence run South 20°04'55" West, a distance of 97.75 feet; thence run South 81°01'10" East, a distance of 120.74 feet; thence run South 81°01'10" East, a distance of 120.74 feet to the Easterly line of Lot 15; thence run Northerly along said Easterly line, 98.97 feet to the POINT OF BEGINNING."

The sketch for this description is shown on the right-of-way map for Seminola Boulevard.

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 as set forth in Chapter 21HH-6 Florida Administrative Code.


Ronald B. Kesselring
Florida Registered Land Surveyor #2556
NOT VALID WITHOUT SURVEYORS EMBOSSED SEAL

8.06.92
Date

Glace & Radcliffe, Inc.
800 S. Orlando Avenue
Maitland, FL 32751
407-647-6623

508726

93 DEC 14 PM 3:52

121

Project: SEMINOLA BOULEVARD
Parcel: 121.1
Owner(s): DONALD W. ALLEN, LOUISE ALLEN and LAWRENCE W. ALLEN

WARRANTY DEED,

Wherever used herein, the term "Grantor" or "Grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

2695 0634
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

This Warranty Deed is made this 8th day of December, A.D. 1993

BETWEEN, DONALD W. ALLEN, LOUISE ALLEN, his wife, whose mailing address is 100 Seminola Boulevard, Casselberry, Florida 32707 and LAWRENCE W. ALLEN, a married man, whose mailing address is 478 Eagle Circle, Casselberry, Florida 32707, of the County of Seminole in the State of Florida, hereinafter called Grantor, and SEMINOLE COUNTY, a political subdivision of the State of Florida whose mailing address is 1101 East First Street, Sanford, Florida 32771 of the County of Seminole in the State of Florida, hereinafter called the Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to them in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does grant, bargain and sell, alien, remise, release, convey, and confirm unto the said Grantee forever, the following described lands, situate, lying and being in the County of Seminole, State of Florida to wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED
HERETO AND MADE A PART HEREOF

Subject to easements and restrictions of record.

Property Folio No.: 05-21-30-517-2800-0160-0-2

The above described property is not the constitutional homestead of the Grantor, Lawrence W. Allen who resides at 478 Eagle Circle, Casselberry, Florida 32707.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

In addition to all other common Law Covenants, this deed contains the Covenant of Further Assurances.

RETURN TO SANDY WALL

This Instrument
Prepared by:

Kenneth W. Wright, Esq.
Shutts & Bowen
20 N. Orange Avenue
Suite 1000
Orlando, FL 32801

This Instrument to
be Returned to:

Joyce D. Suber
Seminole County
Engineering
520 Lake Mary
Blvd., Suite 200
Sanford, FL 32773

This Instrument
Approved for
Recording:

ENGINEERING DEPT.
APPROVED FOR RECORDING
By: Randall B. Rawlings
DATE 12/8/92

TO HAVE AND TO HOLD the same in fee simple forever.

AND the said Grantor hereby covenants with said Grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey said lands; that he hereby fully warrants the title to said lands, and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for taxes accruing subsequent to December 31, 1993.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Jerry Matthews Donald W. Allen
 Print name: JERRY MATTHEWS DONALD W. ALLEN
 100 Seminola Boulevard
 Casselberry, Florida 32707

JERRY MATTHEWS MICHELE CHAMPION
 Print name: MICHELE CHAMPION

Jerry Matthews Louise Allen
 Print name: JERRY MATTHEWS LOUISE ALLEN
 100 Seminola Boulevard
 Casselberry, Florida 32707

Michele Champion
 Print name: MICHELE CHAMPION

Jerry Matthews Lawrence W. Allen
 Print name: JERRY MATTHEWS LAWRENCE W. ALLEN
 478 Eagle Circle
 Casselberry, Florida 32707

Michele Champion
 Print name: MICHELE CHAMPION

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of December, 1993 by DONALD W. ALLEN, who is personally known to me or who has produced FL DLT# 0450-199-29-259605 as identification and who did not take an oath.

Michele Champion
Signature of Notary Public

MICHELE CHAMPION
Print Name

My commission expires:

[Notary Seal



OFFICIAL RECORD PAGE
 BOOK 2696 PAGE 0635
 SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of December, 1993 by LOUISE ALLEN, who is personally known to me or who has produced FLDL# A450-532-28 as identification and who did not take an oath. 951-0

Michele Champion
Signature of Notary Public

MICHELE CHAMPION
Print Name

My commission expires: 2596
[Notary Seal] MICHELE CHAMPION
MY COMMISSION # CC 298368
EXPIRES: August 24, 1995
Bonded Thru Notary Public Underwriters

OFFICIAL RECORDS
PAGE
2596 0636
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of December, 1993 by LAWRENCE W. ALLEN, who is personally known to me or who has produced FLDL# A450-537-48-04 805 as identification and who did not take an oath.

Michele Champion
Signature of Notary Public

MICHELE CHAMPION
Print Name

My commission expires:

[Notary Seal] MICHELE CHAMPION
MY COMMISSION # CC 298368
EXPIRES: August 24, 1995
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EXHIBIT "A"

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121.1

R/W PARCEL NO.:

TAX I.D. NO.:

CONSULTANTS:

CERTIFICATE NO.:

05-21-30-517-2800-0160-0-2

Glace & Radcliffe, Inc.

90.5319

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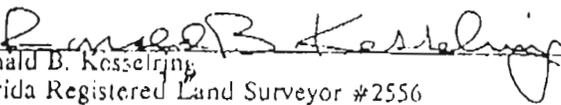
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The sketch for this description is shown on the right-of-way map for Seminola Boulevard.

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 as set forth in Chapter 21HH-6 Florida Administrative Code.


Ronald B. Kesselring
Florida Registered Land Surveyor #2556
NOT VALID WITHOUT SURVEYORS EMBOSSED SEAL

8-06-92
Date

Glace & Radcliffe, Inc.
800 S. Orlando Avenue
Maitland, FL 32751
407-647-6623