



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *HMB for Steve*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings *[Signature]* Administrative Manager/Public Works Department
 Kathleen Myer, Principal Engineer/Major Projects *[Signature]*

DATE: August 30, 2004

SUBJECT: Purchase Agreement Authorization
 Owners: The Community Alliance Church
 of Seminole, Inc.
 Parcel No. 104
 Lake Drive Road Improvement Project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 104. The parcel is required for the Lake Drive road improvement project. The purchase price is \$120,000.00, with no attorney fees or expert costs incurred by the property owners.

I THE PROPERTY

A. Location Data

The property is located on the south side of East Lake Drive, approximately 1,500 feet west of Tuskawilla Road, within unincorporated Seminole County, Florida.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

4815 East Lake Drive
 Winter Springs, FL 32708

C. Description

The parent tract property contains 212,224± square feet, and is improved with a church and school facility.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002, authorizing the acquisition of the referenced property, and finding that the construction of the Lake Drive road 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 of Parcel No. 104 consists of 17,151 square feet of land area. The acquisition is a strip along the parcels Lake Drive frontage approximately 50' – 60' in depth. The property owners will retain 195,073 square feet after the completion of the project.

IV APPRAISED VALUE

The County's appraised value amount, as of the February 27, 2004, date of value was \$77,100.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser.

V BINDING OFFER/NEGOTIATIONS

On June 8, 2004, the BCC authorized a binding written offer in the amount of \$100,000.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owners in the amount of \$120,000.00, with no fees or costs incurred.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The Church representatives originally insisted on receiving \$132,000.00 for this property. They are very concerned about their overflow parking capabilities during special events involving both the Church and the school. The amount of overflow parking is being significantly reduced due to the acquisition. In addition, the fact that the County will be retaining ownership of what is presently the Church's will be retention and has caused concerns about impacts to future expansion. Notwithstanding their concerns, the Church representatives agreed to settle the acquisition directly with the County staff without employing an attorney or experts, for \$20,000.00 over the County's written offer.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$120,000.00, with no fees, costs, or expenses incurred.

LV/kc

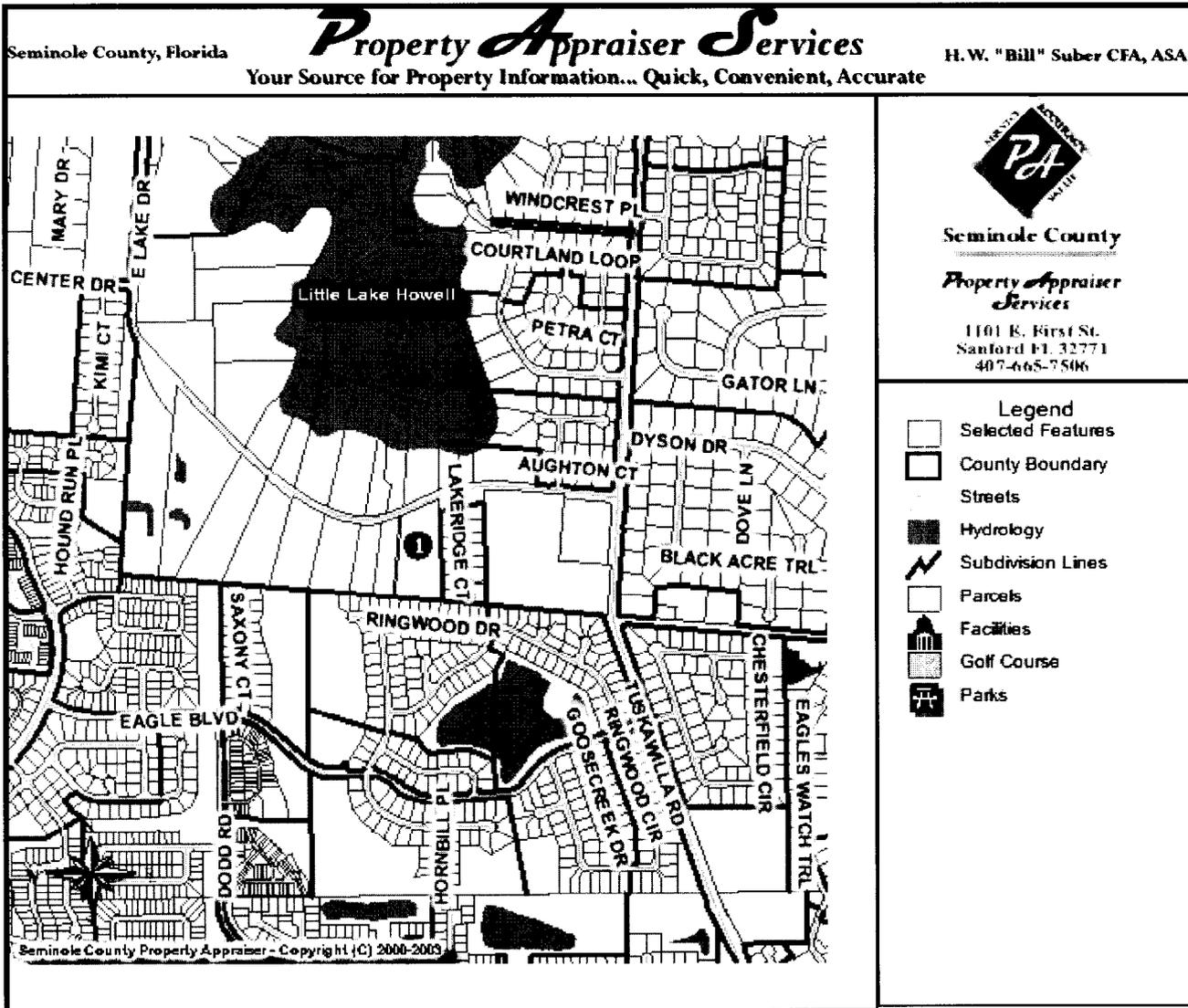
Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	142130300004A0000	CHURCH COMMUNITY ALLIANCE OF	1006 SAPLING DR	WINTER SPRINGS	FL	32708

EXHIBIT A

GENERAL INFORMATION	
ZONING	STANDARD
ZONE/D	A1(AGRICULTURAL)
LANDSCAPING	PROVIDED
MINIMUM BUFFER YARD	0' HIG. WITH 5' MINIMUM, 3" HIGH HEDGE, BRICK WALL OR LANDSCAPE BERR. 4 TREES PER 100 LINEAL FEET OF R/W FRONTAGE.
MINIMUM BUFFER YARD	0' HIG. WITH 5' MINIMUM, 3" HIGH HEDGE, BRICK WALL OR LANDSCAPE BERR. 4 TREES PER 100 LINEAL FEET OF R/W FRONTAGE.
ABSTRACT	TOTAL PARENT TRACT, 4872 1/2 AC. AREA OF TAKING, 0791 SF. AREA OF REMAINDER, 4793 1/2 AC.

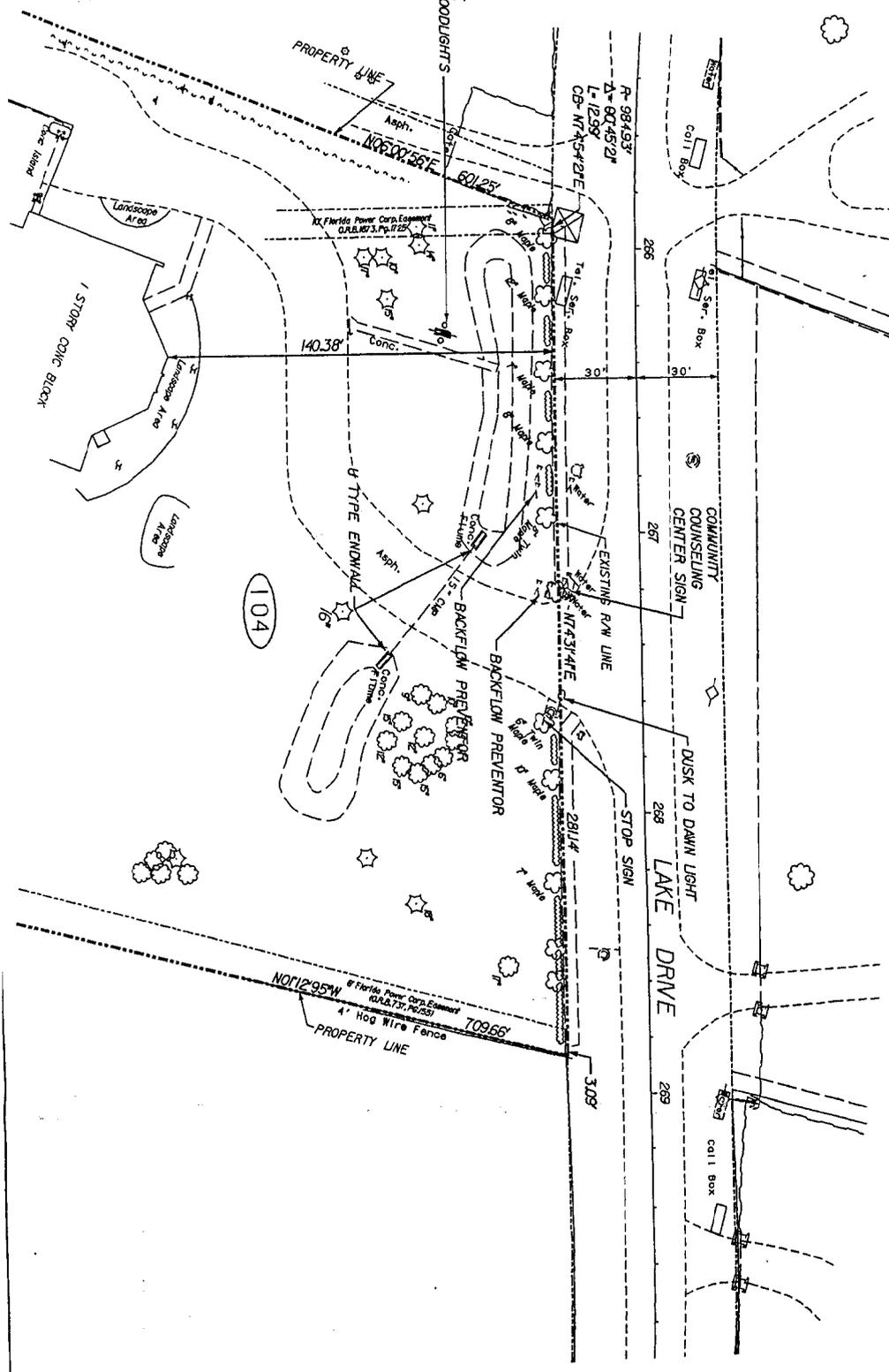
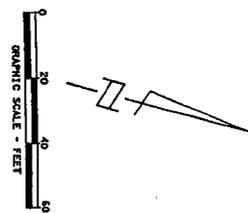


EXHIBIT B



NO.	REVISION	DATE

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 13th day of August, 2004, by and between THE COMMUNITY ALLIANCE CHURCH OF SEMINOLE, INC., whose address is 4815 East Lake Drive, Winter Springs, Florida 32708, 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 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 COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

RIGHT-OF-WAY FEE SIMPLE

PARCEL NO.: 104

A part of that parcel of land described in Official Record Book 1745, page 365 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, Seminole County, Florida, said corner being the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a distance of 350.78 feet to a point on the East line of that parcel of land described in Official Record Book 2121, page 1140 Public Records of Seminole County, Florida; thence N06°00'56"E along said East parcel line a distance of 545.89 feet for a Point of Beginning; thence continue N06°00'56"E along said East parcel line a distance of 55.36 feet to a point on the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, said point being on a non-tangent curve

concave to the Northwest, having a radius of 984.93 feet; thence, from a chord bearing of N74°54'21"E, run along said Right of Way line an arc length of 12.99 feet through a central angle of 00°45'21" to a Point of Tangency; thence N74°31'41"E along said Right of Way line a distance of 281.14 feet to a point on the aforesaid West line of Section 13; thence continue N74°31'41"E along said Right of Way line a distance of 3.09 feet to a point on the West line of that parcel of land described in Official Record Book 1425, page 283 Public Records of Seminole County, Florida; thence S01°12'59"E along said West parcel line a distance of 54.68 feet; thence S74°31'41"W a distance of 4.06 feet to a point on the aforesaid West line of Section 13; thence S74°31'41"W a distance of 181.61 feet; thence S15°28'19"E a distance of 12.00 feet; thence S74°31'41"W a distance of 62.03 feet to a Point of Curvature of a curve concave to the Northwest having a radius of 1024.93 feet; thence, along said curve, an arc length of 40.75 feet through a central angle of 02°16'41"; thence N13°11'08"W a distance of 12.00 feet to a point on a non-tangent curve concave to the Northwest, having a radius of 1012.93 feet; thence, from a chord bearing of S77°15'40"W, run along said curve an arc length of 16.09 feet through a central angle of 00°54'37" to the Point of Beginning.

Containing 17,151 square feet, more or less.

Parcel I. D. Number: 14-21-30-300-004A-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) 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.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and 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 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. 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 normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(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, 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 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 exclusive possession of the property described in paragraph 1 of 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 Lake Drive 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.

(j) 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.

(k) 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.

(l) 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.

ATTEST:

THE COMMUNITY ALLIANCE CHURCH
OF SEMINOLE, INC.

Becky Crabtree
Becky Crabtree, Secretary

By: Jonathan W Bollback
JONATHAN W. BOLIBACK, President

(CORPORATE SEAL)

Date: Aug 13th 2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. McLAIN, 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
of County Commissioners at its _____,
2004, regular meeting.

[Signature]
County Attorney

LV/sb
08/02/04