



COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *M G Minter*

FROM: Al Schwarz, Assistant County Attorney *AMS*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department  
David Martin, Principal Engineer/Special Projects/Engineering *DM*

DATE: September 18, 2006

SUBJECT: Purchase Agreement Authorization  
Owner: 1823 Longwood, Inc.  
Cross Seminole Trail

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for the Cross Seminole Trail, Parcel No. 111. The parcel is required for the Cross Seminole Trail project. The purchase price is \$13,800.00 inclusive of interest, fees, and costs. The property owner did not retain an attorney nor expend any costs.

**I THE PROPERTY**

**A. Location Data**

The property is located at the northwest corner of the signalized intersection of Longwood-Lake Mary Road and Ronald Reagan Boulevard in Longwood, Florida.

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

**B. Address**

1823 Longwood-Lake Mary Road  
Longwood, Florida 32779

### **C. Description**

The parent tract consists of 46,313 square feet and is improved with a convenience store/gas station.

## **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2005-R-238 on December 20, 2005, authorizing the acquisition of the referenced property, and finding that construction of the Cross Seminole Trail 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 consists of 891 square feet and is a strip take in the rear of the site. The recreational easement is necessary to construct and maintain a recreational trail. There is no fee taking of the property, therefore the remaining fee ownership still remains 46,313 square feet.

## **IV APPRAISED VALUE**

The County's appraised value amount is \$7,800.00. The County's appraisal was prepared by Cuddeback & Associates, Appraisal Services, P.A., and was approved by the County's MAI designated staff appraiser.

## **V BINDING OFFER/NEGOTIATIONS**

On June 13, 2006, the BCC authorized a binding written offer in the amount of \$7,800.00. Thereafter, County staff, through its acquisition agent, negotiated this proposed settlement agreement with the property owner in the amount of \$13,800.00.

## **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

This proposed settlement amount, although \$6,000.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and the cost to update the County's appraisal and the preparation cost of an appraisal for the property owner will have to be paid by the County. These costs would likely exceed the \$6,000.00 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.

## VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$13,800.00, inclusive of interest, fees, and costs.

AHS/dre

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\IDEDGE\MY DOCUMENTS\MEMOAGENDA ITEM CST 111 1823 LONGWOOD INC.DOC

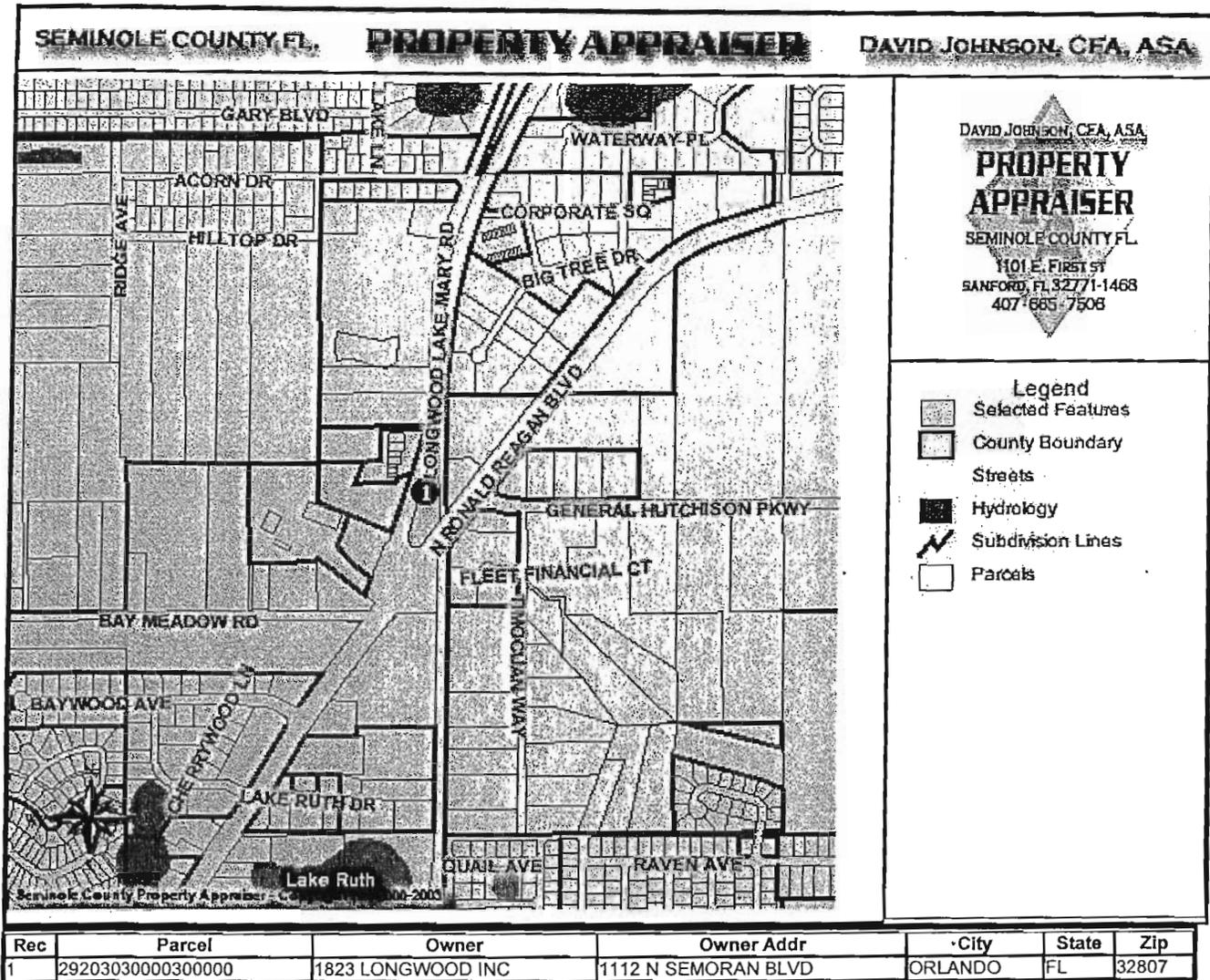


EXHIBIT A

SKETCH OF DESCRIPTION  
PARCEL 111

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.93'	S 00°32'53" E

SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST



LONGWOOD - LAKE MARY ROAD  
RIGHT-OF-WAY VARIES  
PER FLORIDA DEPARTMENT OF TRANSPORTATION  
MAP FOR COUNTY ROAD 427, DATED SEPTEMBER 1993

(111)  
CONOCOPHILLIPS COMPANY  
OFFICIAL RECORDS BOOK 5063, PAGE 1533

SEABOARD COASTLINE RAILROAD  
WEST RIGHT-OF-WAY LINE  
RIGHT-OF-WAY VARIES  
PER FLORIDA DEPARTMENT OF TRANSPORTATION  
MAP FOR COUNTY ROAD 427, DATED SEPTEMBER 1993

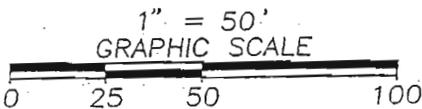
POINT OF BEGINNING

SOUTHERLY RIGHT-OF-WAY LINE

C1

N 37°10'55" E 176.95'  
S 37°20'37" W 162.67'  
WESTERLY RIGHT-OF-WAY LINE  
COUNTY ROAD 427  
RIGHT-OF-WAY VARIES  
PER FLORIDA DEPARTMENT OF TRANSPORTATION  
MAP FOR COUNTY ROAD 427, DATED SEPTEMBER 1993

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	8.81'	34.00'	4.43'	8.78'	S 71°55'39" W	14°50'24"



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

Drawing No. 48869093  
Job No. 48869  
Date: 08/17/2004  
SHEET 2 OF 2  
See Sheet 1 for Description

ENCLOSURE 1:

**PURCHASE AGREEMENT  
RECREATIONAL TRAIL EASEMENT**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this 15 day of August, 2006 by and between 1823 LONGWOOD, INC., a Florida Corporation, whose address is 1112 N. Semoran Blvd., Orlando, FL 32807, 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 construction and maintenance of an authorized RECREATIONAL TRAIL project in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to execute a Permanent Recreational Trail Easement and COUNTY hereby agrees to purchase the Permanent Recreational Trail Easement described below upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

Cross Seminole Trail Project  
Parcel 111  
Recreational Trail Easement

**See attached "Exhibit A"**

**Parcel I. D. Number: 29-20-30-300-0030-0000**

**II. PURCHASE PRICE**

(a) OWNER agrees to convey the above-described property of the above referenced project by an Easement, unto COUNTY for the sum of ~~SEVEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$7,800.00)~~. The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

*Thirteen Thousand  
eight hundred dollars (\$13,800.00)*

### 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) The OWNER at the expense of the OWNER prior to closing shall remove any and all encroachments existing upon the required property other than those improvements included in the purchase price.

(c) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants, also include the covenant of further assurances.

(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 OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(f) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(g) 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.

(h) 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 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 Cross Seminole Trail 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.

(i) 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.

(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.

**SIGNATORY BLOCK ON FOLLOWING PAGE**

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

ATTEST:

  
Print Name: Zena Rahal  
Title: \_\_\_\_\_

1823 Longwood, Inc., a Florida Corporation

By:   
Gus Rahal  
Title: owner

(CORPORATE SEAL)

Date: 8/15/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

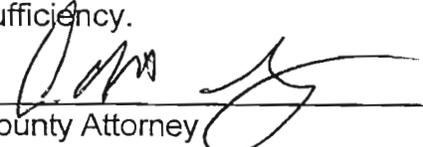
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

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 \_\_\_\_\_,  
2006, regular meeting.

  
\_\_\_\_\_  
County Attorney

PURPOSE : RECREATIONAL TRAIL

Description :

A portion of Section 29, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows :

Begin at the intersection of the West right-of-way line of the Seaboard Coastline Railroad and the Westerly right-of-way line of County Road No. 427 as shown on the Florida Department of Transportation Right-of-Way Map for County Road No. 427, dated September 1993; thence S 37°20'37" W along said Westerly right-of-way line a distance of 162.67 feet to a point on the Southerly right-of-way line of Longwood-Lake Mary Road as shown on said Right-of-Way Map; said point being on a non tangent curve, concave Northerly, having a central angle of 14°50'24" and a radius of 34.00 feet; thence Southwesterly along the arc of said curve and along said Southerly right-of-way line a distance of 8.81 feet to a point ( chord bearing and distance between said points being S 71°55'39" W 8.78 feet ); thence N 37°10'55" E a distance of 176.95 feet to a point on said West right-of-way line; thence S 00°32'53" E along said West right-of-way line a distance of 8.93 feet to the Point of Beginning.

Containing 891 square feet more or less:

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the Westerly right-of-way line of County Road No. 427 per the Florida Department of Transportation Right-of-Way Map, being S 37°20'37" W, assumed.
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  
 Vanasse, Hangen,  
 Brustlin, Inc.

Date: 08/17/2004 KR  
 Job No.: 48869 Scale: 1"=50'  
 CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that  
**THIS IS NOT A SURVEY.**  
 REVISED : 10/25/2004  
 SHEET 1 OF 2  
 SEE SHEET 2 FOR SKETCH

CERT. NO. LB2108 48869092



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

*Gary S. Krick*  
 GARY S. KRICK  
 REGISTERED LAND SURVEYOR NO. 4245

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PARCEL 111

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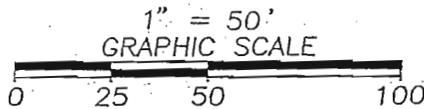
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