

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Surplus County Land

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

AUTHORIZED BY: Jamie Croteau **CONTACT:** Meloney Lung *MCL* **EXT.** 5256

Agenda Date <u>10/14/03</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 and authorize Chairman to execute Contract for Sale and Purchase of Land, County Warrant Deed and Drainage and Access Easement conveying Parcel # 23-21-30-5LT-0000-0460, 1136 Valley Creek Run, Winter Park to Clara and Daniel Coleman.

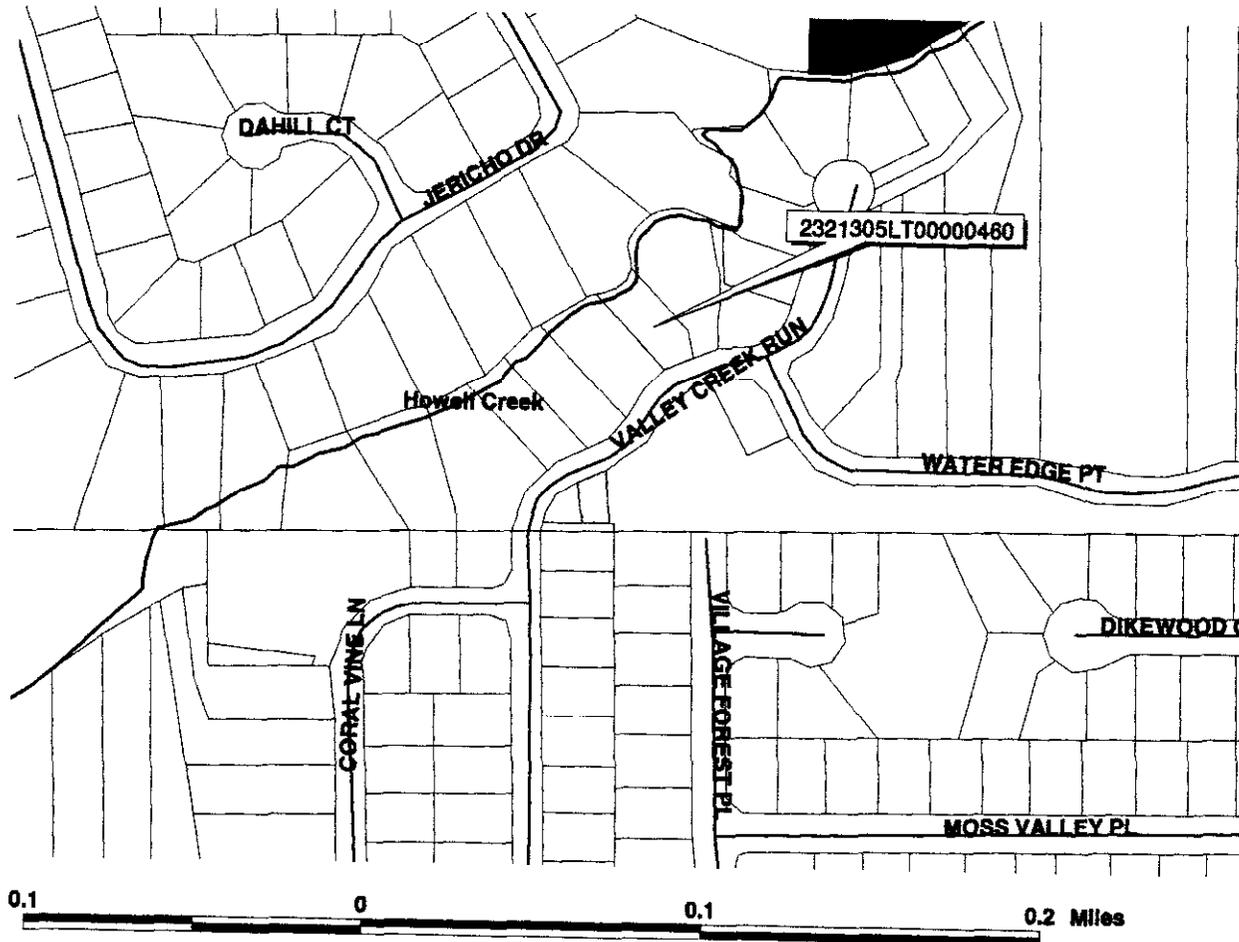
BACKGROUND: On August 26, 2003, the Board of County Commissioners approved the surplus and established a minimum bid of \$14,400 for Parcel # 23-21-30-5LT-0000-0460. Pursuant to Florida Statute 125.35, Administrative Services sent Notices of Intent of a Private Sale by certified mail to all adjacent property owners.

Mr. & Mrs. Coleman were the only respondents offering the minimum bid of \$14,400.

District 1, Commissioner Maloy

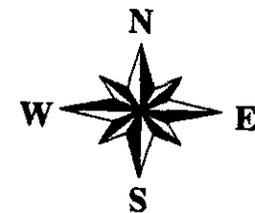
Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <i>[Signature]</i>
CM: <i>[Signature]</i>
File No. <u>CASSS04</u>

Seminole County Stormwater Property 1136 Valley Creek Run Winter Park, FL



Parcel #
23-21-30-5LT-0000-0460

Approximately:
.35 Acre



CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **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 "SELLER", and **CLARA AND DANIEL COLEMAN**, whose address is 1140 Valley Creek Run, Winter Park, Florida 32792, hereinafter called the "PURCHASER".

1. **SALE.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, located in the County of Seminole, State of Florida:

LEGAL DESCRIPTION: Lot 6, Lost Creek, Plat Book 46, Pages 72 through 75, Public Records of Seminole County

TAX ID # 23-21-30-5LT-0000-0460

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00), payable to SELLER in cash or by certified funds at closing. As further consideration, the PURCHASER agrees that the SELLER shall retain drainage and access easements over the entire property and the PURCHASER agree to execute such documents as may be necessary to grant that easement to the SELLER.

3. **TITLE INSURANCE.** PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above described premises or by reason of prior liens not assumed by PURCHASER under this Agreement.

4. **DEED.** SELLER agrees, on full payment of the purchase price of Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00), to make, execute, and deliver to PURCHASER a County Deed to the premises.

5. **CLOSING/COSTS.** Closing will take place in the office of the County's Closing Agent within thirty (30) days of full execution of this Agreement. At the closing, SELLER will provide PURCHASER with the County Deed to the premises, and PURCHASER shall provide the SELLER with payment of the full purchase price and executed easement document. Following the closing, PURCHASER shall have the right to exclusive possession of the property. All closing costs shall be paid by the PURCHASER.

6. **ASSIGNMENT.** This Agreement shall not be assignable.

7. **CONDITION OF PREMISES.** PURCHASER stipulates that a full inspection of the premises has been made and that SELLER shall not be held liable in any way respecting the condition of the premises and occurrences on the premises. PURCHASER accepts the premises "as is".

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

PURCHASER

CLARA COLEMAN

Date: _____

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____. She is personally known to me or has produced _____ as identification.

Print Name _____
Notary Public in and for the
County and State Aforementioned

My commission expires: _____

PURCHASER

DANIEL COLEMAN

Date: _____

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____. He is personally known to me or has produced _____ as identification.

Print Name _____
Notary Public in and for the
County and State Aforementioned

My commission expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
9/17/03
coleman-purchase of land

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this _____ day of _____, 20____, by **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 the "GRANTOR," and **CLARA AND DANIEL COLEMAN**, whose address is 1140 Valley Creek Run, Winter Park, Florida 32792, hereinafter referred to as the "GRANTEES".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00) in hand paid by GRANTEES, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEES, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

LEGAL DESCRIPTION: Lot 6, Lost Creek, Plat Book 46, Pages 72 through 75, Public Records of Seminole County

TAX ID # 23-21-30-5LT-0000-0460

GRANTOR, in accordance with *Section 270.11, Florida Statutes*, retains and reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on or under the above described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above described land with the privilege to mine and develop the same, subject to easements and restrictions of record.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

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.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____ 20____
regular meeting.

County Attorney

THIS INSTRUMENT PREPARED BY: ANN E. COLBY
ASSISTANT COUNTY ATTORNEY
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT is made and entered into this _____ day of _____, 20____, by and between **CLARA AND DANIEL COLEMAN**, whose address is 1140 Valley Creek Run, Winter Park, Florida 32792, hereinafter referred to as the GRANTORS, 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 the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTORS do hereby grant and convey to the GRANTEE and its assigns:

(a) an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the lands situate in the County of Seminole, State of Florida as described below. The GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns agree not to build, construct, or create, or permit others to build, construct, or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. The GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon.

(b) Right of access, including ingress and egress, to GRANTEE at all points on the perimeter of that land situate in the County of Seminole, state of Florida, as described below. The Access Easement

THIS INSTRUMENT PREPARED BY:

ANN E. COLBY
ASSISTANT COUNTY ATTORNEY
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

granted hereby runs to Seminole County as a political subdivision of the State of Florida and does not represent a grant or dedication of said easement for public use. The easement can only be used by specific grant of the Board of County Commissioners of Seminole County. The grant of this Easement is intended to and does exclude access, including ingress and egress, by the GRANTORS, their successors and assigns forever.

DESCRIPTION OF LAND: Lot 6, Lost Creek, Plat Book 46, Pages 72 through 75, Public Records of Seminole County

TAX ID # 23-21-30-5LT-0000-0460

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever, and GRANTORS are hereby bound, together with all heirs, executors, administrators, or successors, and assigns to warrant and forever defend all and singular the said exclusive access easement unto the said GRANTEE, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTORS do hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and year first above written.

GRANTOR

CLARA COLEMAN

Date:_____

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____. She is personally known to me or has produced _____ as identification.

Print Name _____
Notary Public in and for the
County and State Aforementioned

My commission expires:_____

GRANTOR

DANIEL COLEMAN

Date: _____

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____., He is personally known to me or has produced _____ as identification.

Print Name _____
Notary Public in and for the
County and State Aforementioned

My commission expires: _____

AC/lpk
9/17/03
coleman-easement