



*CCAD1*

**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Board of County Commissioners

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

From: Lynn Vous, Assistant County Attorney *[Signature]*  
Ext. 5736

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

Date: October 1, 2002

Subject: Purchase Agreement Acquisition Authorization  
Lake Emma Road  
Parcel No. 108/708A/708B  
Owners: Philip J. Bergeron and  
Jessica L. Bergeron f/k/a Jessica Skalko

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This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 108/708A/708B on the Lake Emma Road road improvement project in the amount of \$10,625.00 inclusive of all costs and expenses.

I **THE PROPERTY**

**A. Location Data**

The subject property is located on the west side of Lake Emma Road north of the Danbury Mill subdivision.

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

**B. Address**

1800 Lake Emma Road  
Longwood, FL 32750

## **II AUTHORITY TO ACQUIRE**

The BCC adopted First Supplemental and Second Amended Resolution No. 2002-R-56 on April 9, 2002, for the Lake Emma Road road improvement project, authorizing the acquisition of the above referenced property, and finding that the construction of the Lake Emma Road road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

## **III ACQUISITION/REMAINDER**

The parent tract is a 5.030 acre, irregular shaped tract which contains a single family residence and stables. Parcel 108 is a strip taking that extends along the parent tract's east property line containing 1,090 square feet. The temporary construction easements are 155 square feet (708A) and 1,209 square feet (708B), with the larger easement necessary to connect a large driveway used for horse trailers to the newly improved roadway.

## **IV APPRAISED VALUES**

The original appraisal submitted on May 10, 2001, showed the land area of Parcel Nos. 708A and 708B as 5,029 square feet, with a value of \$3,400.00. Based on the combined appraised value of \$6,100.00, the County made a binding first written offer to the property owners in the amount of \$7,625.00. After this offer was tendered the County discovered that the square footage amount (5,029 s.f.) for Parcel Nos. 708A and 708B in the appraisal was incorrect, and therefore the value (\$3,400.00) for that parcel was incorrect. The County obtained an appraisal with the correct square footage for Parcel Nos. 708A and 7088 (1,364 square feet), and the correct value of \$1 ,000.00.

## **V BINDING OFFERS/NEGOTIATIONS**

The owners retained attorney Steve Coover, who discussed with County staff the owners concerns regarding access to their property during and after construction. The property owners received the binding written offer of \$7,625.00, sent to them by the County on October 25, 2001. The property owners accepted the property values set forth by the County in the written offer, but wanted to include an additional \$3,000.00 for attorney's fees and costs they incurred. County staff agreed to recommend settlement on that basis.

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

This settlement is reasonable since it is only \$3,000.00 more than the amount the County offered to the property owners, resolves all the owners' concerns and pays the

owners for their attorney's fees and costs. The costs of litigation would equal or exceed this difference.

## **VII RECOMMENDATION**

County staff recommends that the BCC approve and the Chairman execute the purchase agreement in the amount \$10,625.00, inclusive of all fees, costs and expenses.

LV/sb

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

\\CA\_CSB\SYSTEM\CA\USERS\CASB01\MY DOCUMENTS\MEMLAKE EMMA RD 108 708A & B BERGERON.DOC

EXHIBIT A

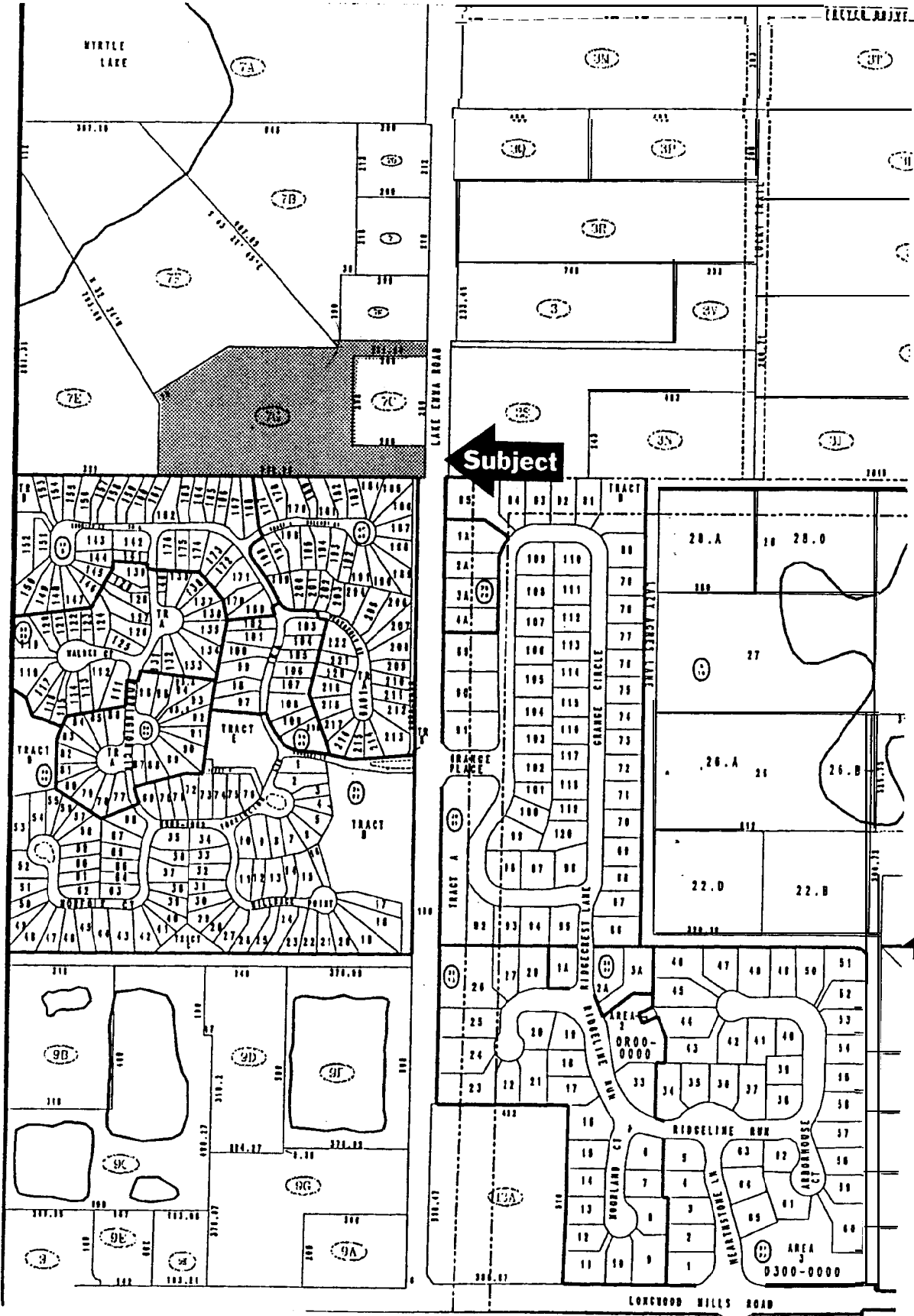
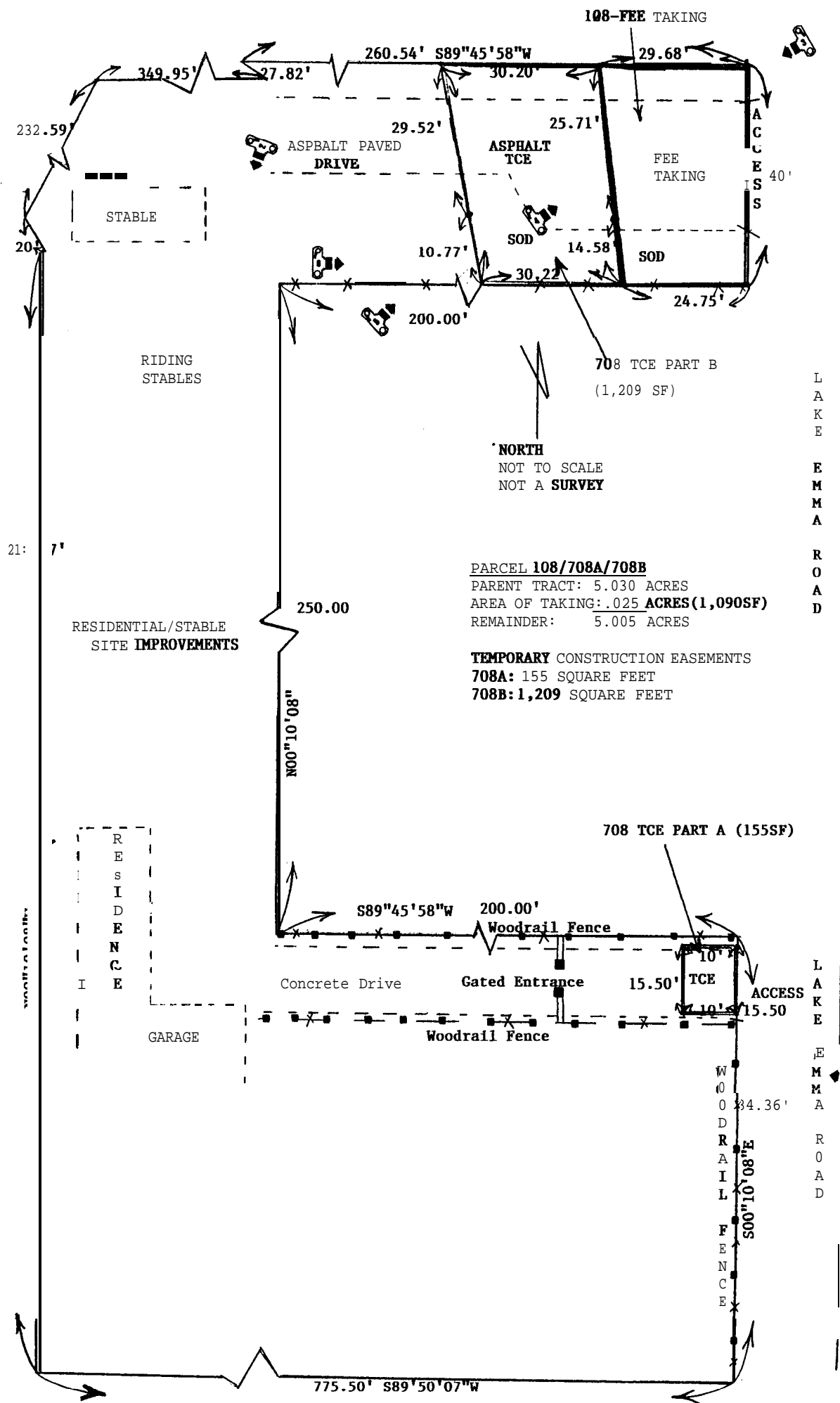


EXHIBIT B



**PURCHASE AGREEMENT  
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this 5<sup>th</sup> day of September, 2002, by and between PHILIP J. BERGERON and JESSICA L. BERGERON f/k/a JESSICA SKALKO, whose address is 1800 Lake Emma Road, Longwood, Florida 32750, 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 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 convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

**I.       LEGAL DESCRIPTION**

See attached Composite Exhibit "A"

Parcel I.D. Number: 30-20-30-300-007G-0000

**II.       PURCHASE PRICE**

(a)     OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel No. 108, free of liens and, except as herein provided, encumbrances, and by Temporary Construction Easement on Parcel No. 708A and Parcel No. 708B unto COUNTY for the sum of TEN THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$10,625.00). The above amount includes all compensation due as a result of this acquisition for any reason and for any account whatsoever and is subject to claims for apportionment from any other party having a compensable interest in the subject parcels. OWNER agrees to execute a Temporary Construction Easement in the form attached hereto as Composite Exhibit "B" on Parcel No. 708A and Parcel No. 708B.

(b)     COUNTY shall only 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.

**EXHIBIT C**

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and, except as herein provided, encumbrances, and the 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 COUNTY's designated closing agent. The OWNER agrees to close within ten (10) business days of notice by 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 on this purchase. 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 the 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 at the expense of the OWNER prior to closing.

(d) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the 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 and of a temporary construction easement, 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 and Sale 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.

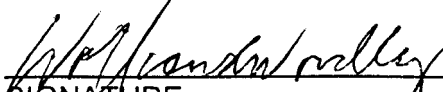
(i) The OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(j) The COUNTY shall take title subject to zoning requirements, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, and public utility easements of record.


(k) It is understood and agreed that Parcel Nos. 708A and 708B are necessary in order to tie in the OWNER's driveways with the new road construction. The construction plans show that changes in the grade will not be substantial and, accordingly, the quality of the OWNER's access will not vary materially from the conditions existing before construction of the new roadway. Further, the construction of the new tie ins to the existing driveways will be worked individually so OWNER will retain unrestricted access through one driveway at all times. While actually under construction, access to each existing driveway will be impaired, however, such access will not be impaired for more than twenty four (24) hours without first having given OWNER written notice thereof.

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

WITNESSES:

  
\_\_\_\_\_  
SIGNATURE

William R. Woodkey  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
SIGNATURE

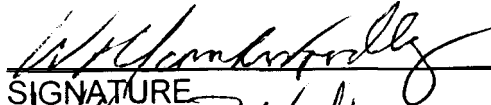

Sally Getz  
\_\_\_\_\_  
PRINT NAME

OWNER(s):

  
\_\_\_\_\_  
PHILIP J. BERGERON



**WITNESSES:**

  
SIGNATURE  
William R. Woodley  
PRINT NAME  
  
SIGNATURE  
Sally Getz  
PRINT NAME

**OWNER:**

  
JESSICA L. BERGERON

**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 County Commissioners at its \_\_\_\_\_,  
2002, regular meeting

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

LV/dre  
06/05/02

**Attachments**

Composite Exhibit A - Legal descriptions

Composite Exhibit B - Temporary Construction Easement form

F:\CA\USERS\CASB01\AGT\LAKE EMMA 108 708A B BERGERON PURCHASE AGREEMENT(Revised).DOC

Sheet 1 of 2

R/W Project: Lake Emma Road  
R/W Parcel: 108  
Title Search #: 108  
Tax I.D. #: 30-20-30-300-007G-0000  
Owners Name: Phillip J. Bergeron and Jessica Skalko  
Fee Simple

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 20 South, Range 30 East as recorded in Official Records Book 3209, Page 35, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Northwest  $\frac{1}{4}$  of said Section 30; thence **N89°50'07"E**, along the South line of said Northwest  $\frac{1}{4}$  of Section 30, a distance of 1202.09 feet; to the Westerly right-of-way line of Lake Emma Road, thence departing said South line, **N00°10'08"W**, along said Westerly right-of way line, 334.36 feet for the POINT OF BEGINNING; thence departing said Westerly right-of-way, **S89°45'58"W**, 24.75 feet; to a point on a curve concave Southwesterly, having a central angle of **00°24'47"**, a radius of 2023.48 feet and a chord bearing of **N07°16'35"W**; thence run Northwesterly along the arc of said curve, a distance of **14.58** feet; to a point of reverse curvature of a curve, concave Northeasterly, having a central angle of **00°41'14"**, a radius of 2143.48 feet and a chord bearing of **N07°08'21"W**; thence run Northwesterly along the arc of said curve, a distance of 25.71 feet; thence departing said curve, **N89°45'58"E**, 29.68 feet to the aforementioned Westerly right-of-way line of Lake Emma Road, thence **S00°10'08"E**, along said Westerly right-of way line , 40.00 feet to the POINT OF BEGINNING.

Containing 1,090 square feet more or less.

Subject to: Ingress and Egress Easement as recorded in Official Records Book 1724, Page, 1204, Seminole County, Florida.  
Ingress and Egress Easement as recorded in Official Records Book 2326, Page 1366, public records of Semionole County, Florida.

For Sketch of Description see Sheet 10 of 31 of Right-of-Way map.

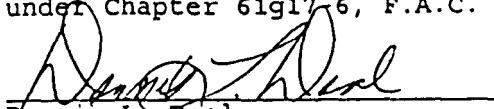
**EXHIBIT "A"**

Sheet 2 of 2

R/W Project: Lake Emma Road  
R/W Parcel: 108  
Title Search #: 108  
Tax I.D. #: 30-20-30-300-007G-0000  
Owners Name: Phillip J. Bergeron and Jessica Skalko  
Fee Simple

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 108 as shown on the Right-of-Way Maps **for** Lake Emma Road are true, accurate, and were prepared under my direction.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61917-6, F.A.C.

  
Dennis L. Deal

Florida Professional Land Surveyor No. 3421  
520 South Kagnolia Avenue, Orlando, Florida 32801

Date: 2-27-01

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

**EXHIBIT "A"**

Sheet 1 of 3

R/W Project: Lake Emma Road  
R/W Parcel: 708  
Title Search #: 108  
Tax I.D. #: 30-20-30-300-007G-0000  
Owners Name: Phillip J. Bergeron and Jessica Skalko  
Temporary Construction Easement

PART A

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 20 south, Range 30 East as recorded in Official Records Book 3209, Page 35, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Northwest  $\frac{1}{4}$  of said Section 30; thence  $N89^{\circ}50'07''E$ , along the South line of said Northwest  $\frac{1}{4}$  of Section 30, a distance of 1202.09 feet; to the Westerly right-of-way line of Lake Emma Road, thence departing said South line,  $N00^{\circ}10'08''W$ , along said Westerly right-of way line, 67.00 feet Eor the POINT OF BEGINNING; thence departing said Westerly right-of-way,  $S89^{\circ}49'52''W$ , 10.00 feet; thence  $N00^{\circ}10'08''W$ , 15.50 feet; thence  $N89^{\circ}49'52''E$ , 10.00 feet to the aforementioned Westerly right-of-way line of Lake Emma Road, thence  $S00^{\circ}10'08''E$ , along said Westerly right-of way line , 15.50 feet to the POINT OF BEGINNING.

Containing 155 square feet more or less.

PART B

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 20 South, Range 30 East as recorded in Official Records Book 3209, Page 35, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Northwest  $\frac{1}{4}$  of said Section 30; thence  $N89^{\circ}50'07''E$ , along the South line of said Northwest  $\frac{1}{4}$  of Section 30,

**EXHIBIT "A"**

Sheet 2 of 3

R/W Project: Lake Emma Road  
R/W Parcel: 708  
Title Search #: 108  
Tax I.D. #: 30-20-30-300-007G-0000  
Owners Name: Phillip J. Bergeron and Jessica Skalko  
Temporary Construction Easement

a distance of 1202.09 feet; to the Westerly right-of-way line of Lake Emma Road, thence departing said South line, **N00°10'08"W**, along said Westerly right-of way line, 334.36 feet; thence departing said Westerly right-of-way, **S89°45'58"W**, 24.75 feet for the POINT OF BEGINNING; thence continuing **S89°45'58"W**, 30.22 feet; to a point on a **curve** concave Southwesterly, having a central angle of **00°18'34"**, a radius of 1993.48 feet and a chord bearing of **N07°19'42"W**; thence run Northwesterly along the arc of said curve, a distance of 10.77 feet; to a point of reverse curvature of a curve, concave Northeasterly, having a central angle of **00°46'42"**, a radius of 2173.48 feet and a chord bearing of **N07°05'38"W**; thence run Northwesterly along the arc of said curve, a distance of 29.52 feet; thence departing said curve, **N89°45'58"E**, 30.20 feet to a point on a curve concave Northeasterly, having a central angle of **00°41'14"**, a radius of 2143.48 feet and a chord bearing of **S07°08'21"E**; thence run Southeasterly along the arc of said curve, a distance of 25.71 feet; to a point of reverse curvature of a curve, concave Southwesterly, having a central angle of **00°24'47"**, a radius of 2023.48 feet and a chord bearing of **S07°16'35"E**; thence run Southeasterly along the arc of said curve, a distance of 14.58 feet to the POINT OF BEGINNING.

Containing 1,209 square feet more or less.

Total Easements 1,364 square feet more or less.

Subject to: Ingress and Egress Easement as recorded in Official Records Book 1724, Page 1204, public records of Seminole County, Florida.  
Ingress and Egress Easement as recorded in Official Records Book 2326, Page 1366, public records of Semionole County, Florida.  
Utility Easement as recorded in Official Records Book 1375, Page 0574, public records of Seminole County, Florida.

For Sketch of Description see Sheet **10** of 31 of Right-of-Way map.

**EXHIBIT "A"**

Sheet 3 of 3

R/W Project: Lake Emma Road  
R/W Parcel: 708  
Title Search #: 108  
Tax I.D. #: 30-20-30-300-007G-0000  
Owners Name: Phillip J. Bergeron and Jessica Skalko  
Temporary Construction Easement

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcels 708 Part "A" and Part "B" as shown on the **Right-of-Way** Maps for Lake Emma Road are true, accurate, and were prepared under my direction.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61g17-6, F.A.C.

  
Dennis L. Deal

Florida Professional Land Surveyor No. 3421  
520 Socch **Magnolia** Avenue, Orlando, Florida 32801

Date: 2-27-01

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A **SURVEY**

**EXHIBIT "A"**