



CCAO 2

**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

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

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*
Ext. 5736

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

DATE: October 9, 2002

SUBJECT: Purchase Agreement Settlement Authorization
Wymore Road road improvement project
Owners: Robert and Jerri E. Bowles
Parcel No. 112

This Memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 112 on the Wymore Road road improvement project, in the amount of \$6,000.00, inclusive of fees and costs.

THE PROPERTY

A. Location Data

The parent tract is located on the east side of Rollingwood Trail, within the Spring Lake Hills subdivision.

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

B. Address

200 Rollingwood Trail
Altamonte Springs, Florida 32714

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2001-R-31 on February 13, 2001, authorizing the acquisition of the above-referenced property, and finding that the construction of Wymore Road is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

III ACQUISITION

Robert and Jerri E. Bowles, private homeowners in the Spring Lake Hills subdivision, own the necessary parcel. The parcel is 187 square feet and is a strip-take from the back of the property, outside the subdivision wall. After the acquisition, the property will still be a single-family home with no loss in utility.

IV APPRAISED VALUE

The County's appraised value for Parcel No. 112 is \$1,300.00.

V. BINDING OFFER/NEGOTIATIONS

The County extended an offer, subject to the approval of the BCC, to the property owners at \$4,000.00, inclusive of fees and costs. The parties agreed upon the amount of \$6,000.00 for owners, inclusive of fees and costs.

VI. SETTLEMENT ANALYSIS/COST AVOIDANCE

Non-binding offers of \$4,000.00 were forwarded to the property owners for all needed property outside the subdivision wall prior to appraisal reports being prepared, in an effort to save those costs. These property owners negotiated a settlement at \$6,000.00 some time ago, but there were delays with the signing of the purchase agreement. All of the Spring Lake Hills subdivision properties similar to this one have settled at this amount.

An update of this appraisal will cost the County \$1,500.00 in order to be prepared for an Order of Taking. The property owners have not yet ordered an appraisal.

VII RECOMMENDATION

This Office recommends that the BCC authorize settlement in the amount of \$6,000.00 for this parcel, inclusive of attorney's fees and expert costs.

LV/la

Attachments (3)

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

★ 200 Rollingwood Trl, Altamonte Springs, FL 32714-

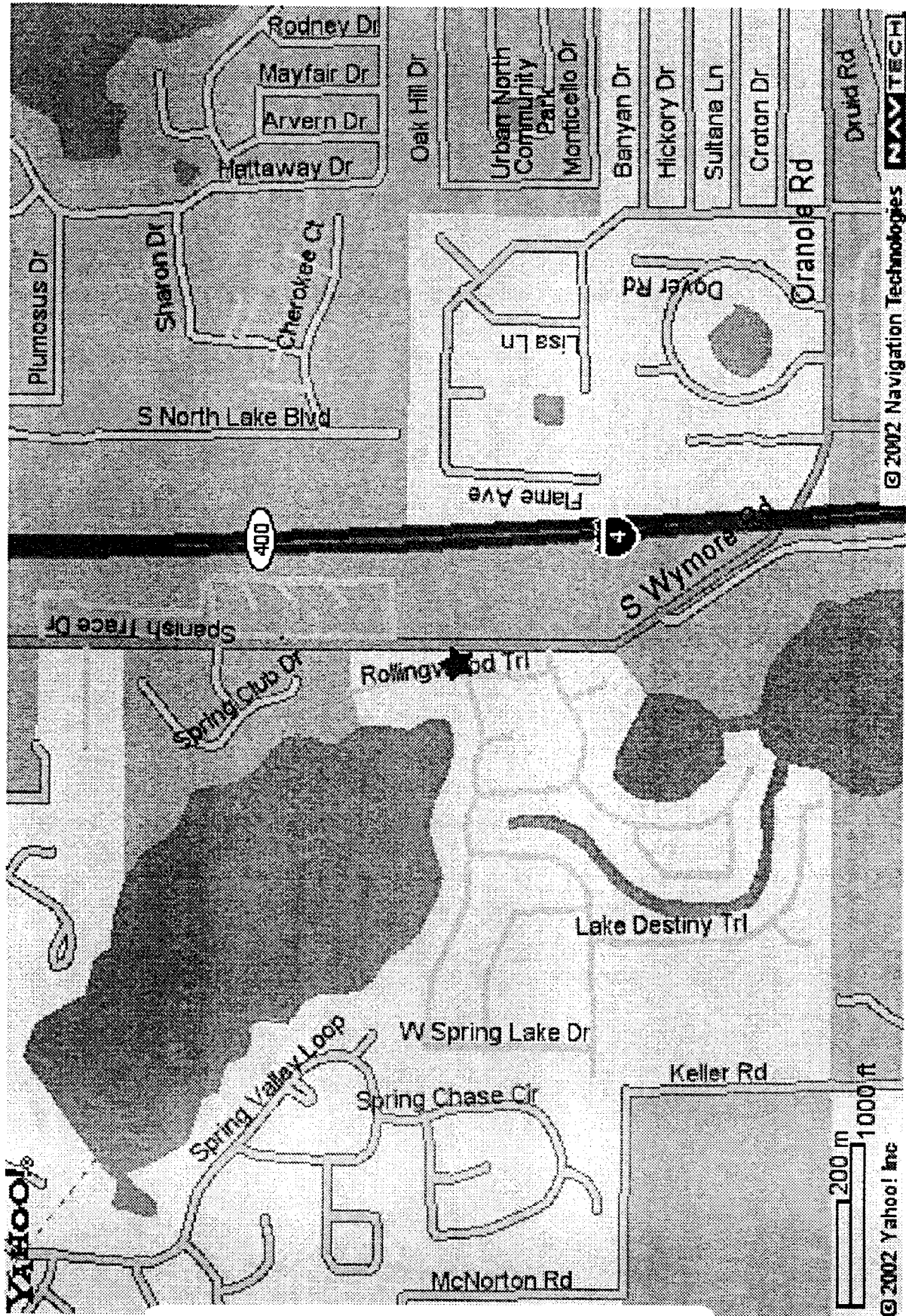
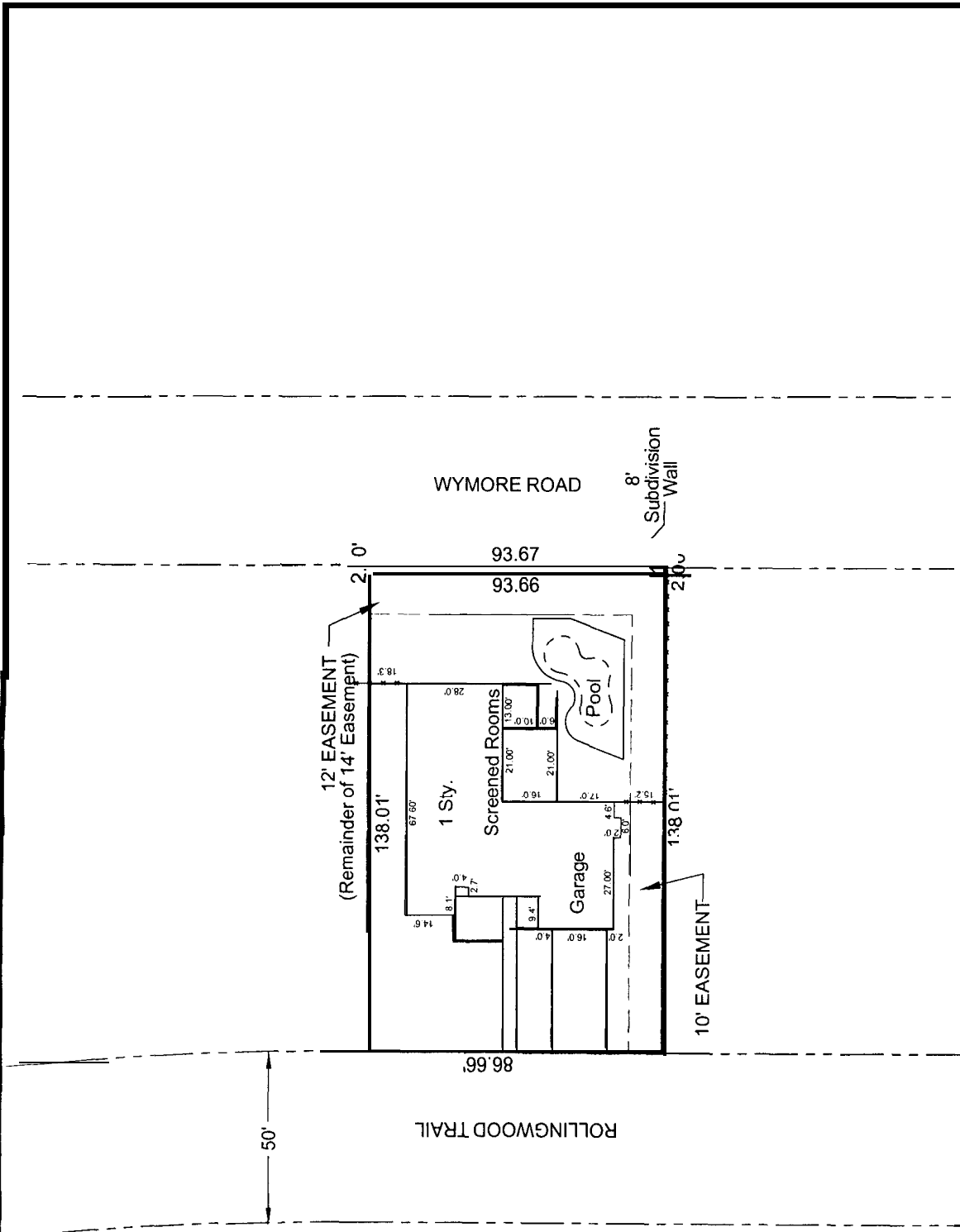
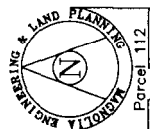


EXHIBIT A

EXHIBIT B





 Parcel 112

 NOT A SURVEY

 01/02/01

MAGNOLIA ENGINEERING & LAND PLANNING, INC.

 P.O. BOX 112

 ALTAIR SPRINGS, FL 32714

 PHONE: 407-772-1329 FAX: 407-772-1340

WYMORE ROAD

 G - PARCE

 SIMONOLE COUNTY

 FLORIDA

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 20th day of September 2002 by and between ROBERT BOWLES and JERRI E. BOWLES, whose address is 200 Rollingwood, Altamonte Springs, Florida 32714, 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

See, attached Exhibit A

Parcel I. D. Number: 23-21-29-508-0A00-0060

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 SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), which includes TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) for attorney fees. 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.

EXHIBIT C

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) 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, 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.

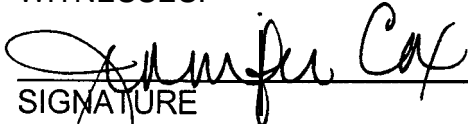
(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(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.

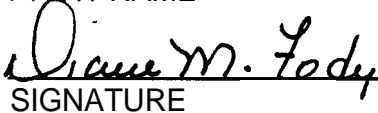
(i) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating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


WITNESSES:


SIGNATURE

Jennifer Cox
PRINT NAME


SIGNATURE

DIANE M. FODI
PRINT NAME


ROBERT T. BOWLES

JERRI E. BOWLES

ADDRESS: 200 Rollingwood Trail
Altamonte Springs, Florida 32714

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/la
07/17/02

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RIGHT-OF-WAY DESCRIPTION

PROJECT: Wymore Road
OWNER(S): Robert Turner **Bowles** and **Jerri**
Elsner Bowles, his wife
R/W PARCEL NO.: 112
TAX I.D. NUMBER : 23-21-29-508-0A00-0060-0-0
CONSULTANT : Glace & Radcliffe, Inc.
CERTIFICATE NO.: 94.06210

That part of Lot 6, Block A, Spring Lake Hills, as recorded in Plat Book 15, Pages 73 and 74 of the Public Records of Seminole County, Florida, lying between the existing westerly right-of-way line of Wymore Road and the easterly face of the existing masonry privacy wall, located on the easterly portion of said Lot 6 and being more particularly described as follows:

Description

The easterly 2.00 feet, as measured perpendicular to the westerly right-of-way line for Wymore Road, of Lot 6, Block A, Spring Lake Hills, as recorded in Plat Book 15, Pages 73 and 74 of the Public Records of Seminole County, Florida.

Containing 187 square feet, more or less.

Subject to a 14 foot platted easement per Spring Lake Hills as recorded in Plat Book 15, Pages 73 & 74 of the Public Records of Seminole County, Florida and any other easements of record.

The sketch for this description is shown on Sheets 6 & 7 of 17 of the right-of-way map for Wymore Road.

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 for Surveying as set forth in Chapter 61G17-6 Florida Administrative Code.

Ronald B. Kesheing 3-17-92
Ronald B. Kesheing
Florida Registered Land Surveyor No. 2556
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Glace & Radcliffe, Inc.
800 South Orlando Avenue
Maitland, Florida 3275 1
(407)647-6623

