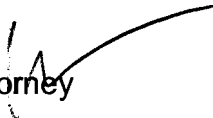







CCAO 6

**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Board of County Commissioners

Through: Stephen P. Lee, Deputy County Attorney 

From: Henry M. Brown, Assistant County Attorney Ext. 5736 

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

Date: October 7, 2002

Subject: Acceptance or Rejection of Abdulhussein's Offer of Judgment  
East Lake Mary Boulevard, Segment 1  
Parcel No. 106  
Owners, Abdulhussein Family L.P.  
*Seminole County v. Abdulhussein, et al.*  
Case No.: OO-CA-1876-13-W

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This Memorandum requests authorization to accept the Owner's Offer To Have Judgment Entered (reverse offer of judgment) at \$84,000.00. Acceptance of the Owner's offer would settle the case as to land value, severance damage, and statutory interest. Acceptance of the Owner's offer is exclusive of reimbursable attorney fees and expert costs; however, by statute the attorney fee becomes fixed as a percentage of the difference between the initial offer and the settlement.

**PROPERTY**

**A. Location Data**

Parcel No. 106 is a fee simple acquisition consisting of 0.79 acres. The taking is a strip of about 45 feet in depth along the 750 foot, frontage. The property is located in the northeast corner of the intersection of East Lake Mary Boulevard, Segment 1 and Mellonville Road. A sketch is attached as Exhibit A.

(1) Sketch (Exhibit A)

**B. Street Address**

N/A. The property is vacant.

**II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 96-R-187, on September 10, 1996, authorizing the acquisition of Parcel No. 106, and finding that East Lake Mary Boulevard, Segment 1 is necessary, serves a public purpose and is in the best interest of the citizens of Seminole County.

**III ACQUISITION/REMAINDER**

The acquisition was a strip take of about 45 feet in depth and consisting of 0.79 acres of land area. The land area before was 19.13 acres leaving a remainder of 18.34 acres.

**IV APPRAISED VALUES**

**A. County Reports**

The County's appraisal report was prepared by Clayton, Roper, and Marshall and opined compensation to be \$51,900.00 allocated: (1) land \$47,400.00; and (2) damages/cost to cure \$4,500.00. The land was valued at \$60,000.00 per acre. The cost to cure relates to a re-establishment of fencing.

**B. Owner's Reports**

The owner has employed an appraiser; however, no report has been produced. No report will be produced until after the BCC accepts or rejects the Owner's Offer Of Judgment

The Owner's Offer Of Judgment is at \$84,000.00, indicating a value of approximately \$101,000.00 per acre (assuming the County's cost to cure figure is accurate).

**V BINDING OFFERS/NEGOTIATIONS**

**A. Binding Offer**

The County's BCC approved binding offer was made on June 30, 2000, in the amount of \$61,875.00. The binding offer has the effect of limiting the attorney's fee reimbursement to \$7,301.25 if the BCC accepts the Owner's Offer Of Judgment.

**B. Negotiation**

Pre-litigation negotiations occurred but were not successful.

**VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

**A. Analysis**

*Section 73.032(5), Florida Statutes*, authorizes the issuance of reverse offers of judgment by owners, if the judgment amount requested is less than \$1 00,000.00. Here, the owner has made a reverse offer of judgment at \$84,000.00 for land value, severance damage, and statutory interest.

The acceptance or rejection of the owner's reverse offer of judgment impacts the amount of the attorney's fee reimbursement. If the County accepts the reverse offer of judgment, then the land value, severance damage, and statutory interest are settled at \$84,000.00 and attorney's fees are statutorily calculated at 33% of the benefit:

(1) \$84,000.00 settlement less \$61,875.00 first offer = \$22,125.00 benefit;

(2) \$22,125.00 X .33 = \$7,301.25.

If the County rejects the reverse offer of judgment then land value, severance damage, and statutory interest would not be settled and would remain open for settlement by negotiation, mediation, or jury trial and attorney fees would not be determined under the statutory percentage schedule. Under a rejected reverse offer of judgment, attorney fees are calculated using the number of hours expended by the owner's attorney multiplied by a reasonable hourly rate.

The decision to accept or reject centers upon two (2) factors: (1) whether the owner's appraiser can produce comparable sales in the range of \$1 00,000.00 per acre (the County's report is at \$60,000.00/acre); and, (2) whether the attorneys fees will exceed \$7,301.25. (At \$250.00 per hour, it takes only 30 hours).

**B. Cost Avoidance**

By this settlement through acceptance of the reverse offer of judgment, the County avoids the following uncertainties as to costs:

a. A potential later settlement or jury verdict greater than the offer sum of \$84,000.00;

b. A potential attorney's fee reimbursement based on hour's expended and hourly rates rather than the statutory percentage sum of \$7,301.25;

c. All statutory interest; and,

d. All additional attorney's fees and costs that will be incurred to proceed further.

## **VII RECOMMENDATION**

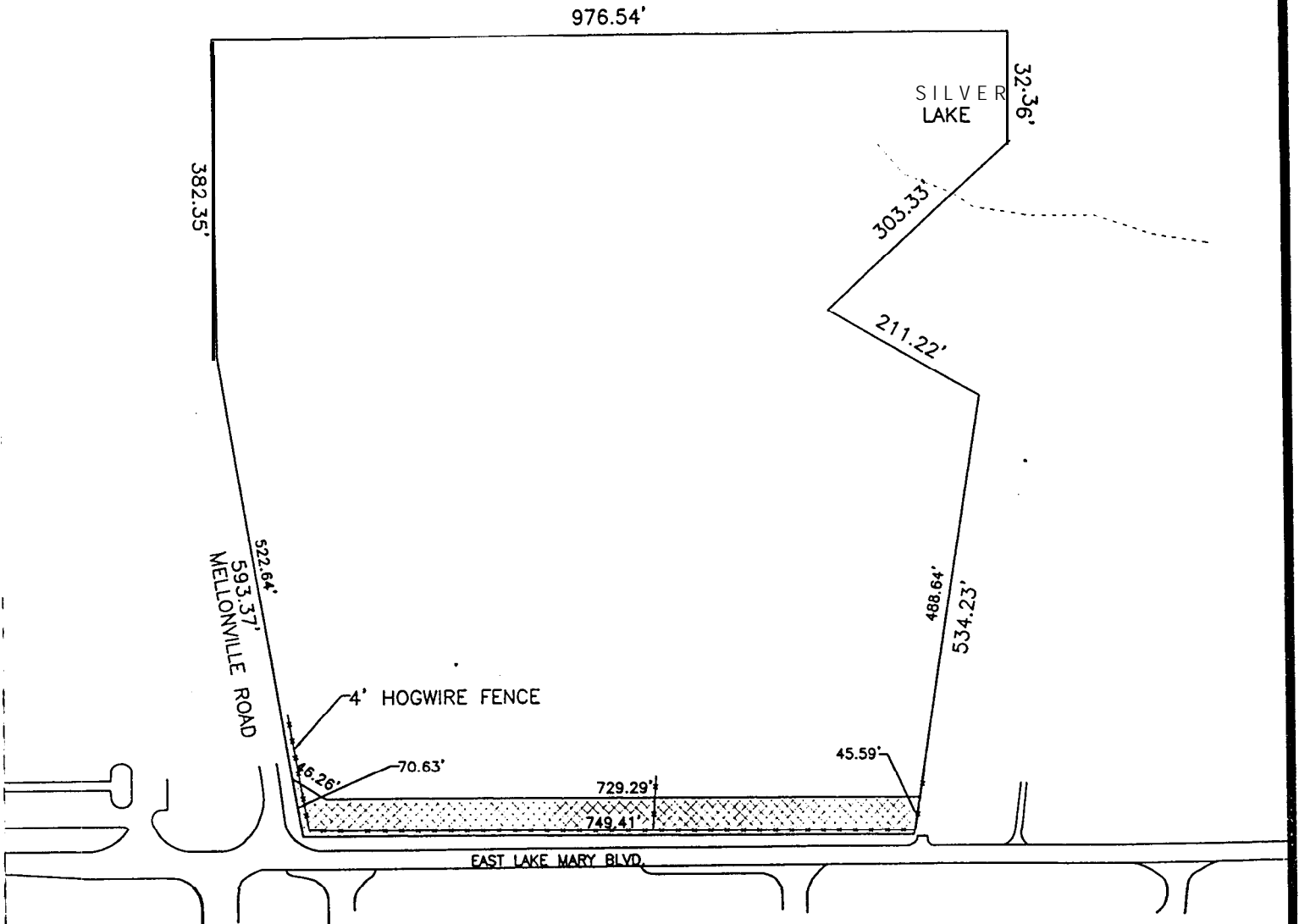
This office recommends that the BCC approve this settlement by accepting the owner's reverse offer of judgment in the amount of \$84,000.00, inclusive of land value, severance damages, and statutory interest.

HMB/sb

Attachment:

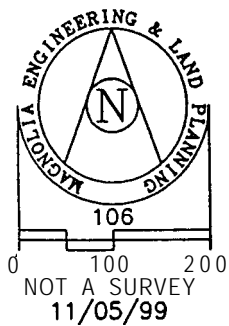
Sketch (Exhibit A)

# EXHIBIT A



 FEE TAKING (106)

AREA OF WHOLE: 19.13 ACRES  
 AREA OF TAKING: 0.79 ACRES  
 AREA OF REMAINDER: 18.34 ACRES



**MAGNOLIA**  
 Engineering & Land Planning, Inc.

246 N. WESTMONTE DRIVE - ALTAMONTE SPRINGS, FL 32714  
 PHONE: (407) 772-1329 FAX: (407) 772-1340

PARCEL 106  
 SITE SKETCH  
 SEMINOLE COUNTY  
 FLORIDA

SHEET

1