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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney

FROM: Lynn Vouis, Assistant County Attorney

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Kathleen Myer, Principal Engineer/Major Projects

DATE: September 16, 2004

SUBJECT: Purchase Agreement Authorization
Owners: Olive Assam
Parcel No. 135
Lake Drive Road Improvement Project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 135. The parcel is required for the Lake Drive road improvement project. The purchase price is $95,000.00, inclusive of all fees and costs incurred.

I THE PROPERTY

A. Location Data

The property is located on the southwest corner of Lake Drive and Florida Road, Seminole County, Florida.

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

B. Address

1940 Lake Drive
Casselberry, Florida 32707

C. Description

The parent tract property is rectangular in shape and contains 22,458 ± square feet, and is improved with a single family residence.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002, authorizing the acquisition of the referenced property, and finding that the construction of the Lake Drive road improvement 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 of Parcel No. 135 is 6,700 square feet. The acquisition is a rectangular strip of land traversing the northern boundary of subject property abutting Lake Drive, leaving the property owners with 15,758 square feet after the completion of the project.

IV APPRAISED VALUE

The County's appraised value amount, as of the date of value April 2, 2004 was $45,400.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser.

V BINDING OFFER/NEGOTIATIONS

On June 8, 2004, the BCC authorized a binding written offer in the amount of $60,000.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owners in the amount of $95,000.00, inclusive of all fees or costs.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The value of this property is severely impacted by the improvements to Lake Drive. The living areas of the house will be about 29.5± feet from the new right-of-way. The house will lose a great deal of its front and side yard utility, as well as the relocation of the home's septic system. Mrs. Assam is elderly and is fearful about the close proximity the house will have to the new, larger Lake Drive after construction is complete.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of $95,000.00, inclusive of all fees and costs.

LV/sb
Attachments:
Location Map (Exhibit A)
Sketch (Exhibit B)
Purchase Agreement (Exhibit C)

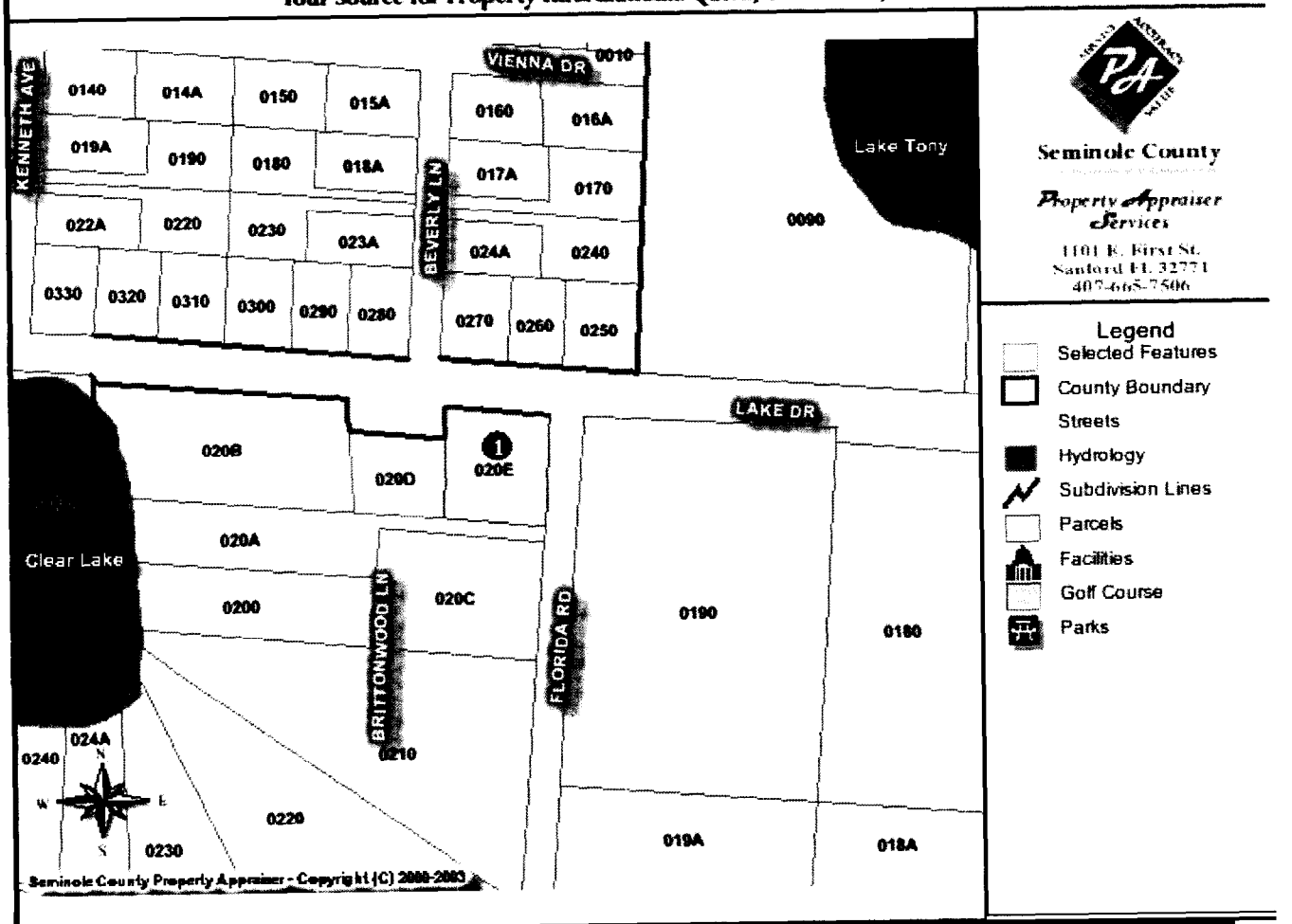
P:\USERS\LVOUIS\SETTLEMENT MEMOS\LAKE DRIVE\AGENDA ITEM LAKE DRIVE 135 OLIVE ASSAM.DOC

Seminole County, Florida

Property Appraiser Services

Your Source for Property Information... Quick, Convenient, Accurate

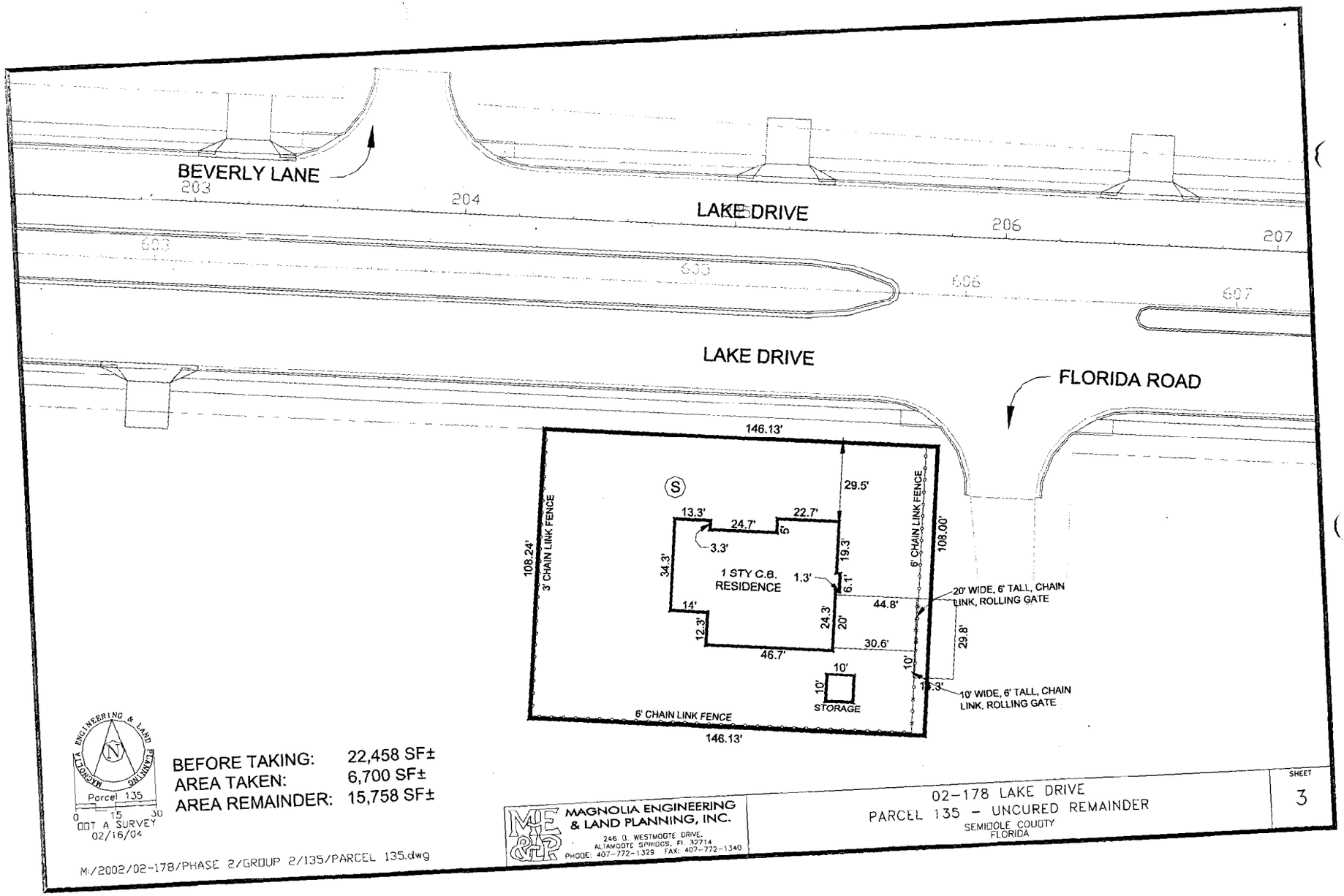
H.W. "Bill" Suber CFA, ASA



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1021305BQ0000020E	ASSAM OLIVE S	1940 LAKE DR	CASSELBERRY	FL	32707

EXHIBIT A

EXHIBIT B


BEVERLY LANE
203
204
LAKE DRIVE
206
207
605
606
607
LAKE DRIVE
FLORIDA ROAD
146.13'
29.5'
13.3'
24.7'
22.7'
5'
3.3'
19.3'
34.3'
1 STY C.B.
RESIDENCE
1.3'
6.1'
44.8'
14'
12.3'
24.3'
20'
30.6'
46.7'
10'
10'
STORAGE
108.24'
3' CHAIN LINK FENCE
6' CHAIN LINK FENCE
108.00'
6' CHAIN LINK FENCE
20' WIDE, 6' TALL, CHAIN LINK, ROLLING GATE
29.8'
10' WIDE, 6' TALL, CHAIN LINK, ROLLING GATE
6' CHAIN LINK FENCE
146.13'
MAGNOLIA ENGINEERING & LAND PLANNING
Parcel 135
0 15 30
ODOT A SURVEY
02/16/04
BEFORE TAKING: 22,458 SF±
AREA TAKEN: 6,700 SF±
AREA REMAINDER: 15,758 SF±
M:/2002/02-178/PHASE 2/GROUP 2/135/PARCEL 135.dwg
MAGNOLIA ENGINEERING & LAND PLANNING, INC.
246 D. WESTMOOTE DRIVE,
ALTAMONTE SPRINGS, FL 32714
PHONE: 407-772-1329 FAX: 407-772-1340
02-178 LAKE DRIVE
PARCEL 135 - UNCURED REMAINDER
SEMINOLE COUNTY
FLORIDA
SHEET
3

PURCHASE AGREEMENT
FEE SIMPLE

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between OLIVE S. ASSAM, whose address is 1940 Lake Drive, Casselberry, Florida 32707, 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."

W I T N E S S E T H:

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

RIGHT-OF-WAY FEE SIMPLE
PROJECT: Lake Drive
R/W PARCEL NO.: 135

A part of Lot 20, Watts' Farms, according to the plat thereof recorded in Plat Book 6, page 80 and a part of that parcel of land described in Official Record Book 3010, page 1104 as recorded in the Public Records of Seminole County, Florida being that portion of Section 11, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northeast corner of Lot 20, Watts' Farms Subdivision, according to the Plat thereof as recorded in Plat Book 6, page 80, Public Records of Seminole County, Florida, being the intersection of the South Right of Way line of Lake Drive and the West Right of Way line of Florida Road according to said plat; thence S05°01'23"W along the West Right of Way line of said Florida Road a distance of 8.00 feet to the South Right of Way line of Lake Drive as described in Official Record Book 186, page 490, Public Records of Seminole County, Florida, for a Point of

EXHIBIT C

Beginning; thence continue S05°01'23"W along the West Right of Way line of said Florida Road a distance of 46.00 feet; thence N84°34'41"W a distance of 145.38 feet to a point on the West line of that parcel of land described in Official Record Book 3010, page 1104, Public Records of Seminole County, Florida; thence N05°25'18"E along said West parcel line a distance of 47.00 to the South Right of Way line of Lake Drive as described in Official Record Book 1614, page 1499, Public Records of Seminole County, Florida; thence S84°34'41"E along said South Right of Way line a distance of 20.05 feet; thence S05°01'23"W along said South Right of Way line a distance of 1.00 foot to the South Right of Way line of Lake Drive as described in Official Record Book 186, page 490, Public Records of Seminole County, Florida; thence S84°34'41"E along said South Right of Way line a distance of 125.00 feet to the Point of Beginning.

Containing 6,700 square feet, more or less.

Parcel I. D. Number: 10-21-30-5BQ-0000-020E

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 NINETY-FIVE THOUSAND AND NO/100 DOLLARS ($95,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(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. 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) 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 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) 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 paragraph I of 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 Lake Drive road improvement 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.

(j) 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.

(k) 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.

(l) 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.

(m) Any setback violations or non-conformities created by the County's acquisition shall in no way preclude the use of the improvements on the remainder property for single family residential purposes.

(n) Owner shall be entitled to relocate her fence back to the new Lake Drive right-of-way line.

(o) County shall construct project in substantial accordance to the construction plans for Lake Drive (Phase 2), 2nd 100% submittal dated December 10, 2003.

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

SIGNATURE
PATRICIA L YOUNG
PRINT NAME

SIGNATURE
GRACE P. CINKA
PRINT NAME

Olive Assam
OLIVE S. ASSAM

1940 Lake Drive
Casselberry, Florida 32707

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 its _____, 2004, regular meeting.

_____
County Attorney

LV/kc
09/17/04
P:\USERS\KCURRY\MY DOCUMENTS\ACQ\LAKE DRIVE\LAKE 135 ASSAM PA.DOC