



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

CCA 4

TO: Board of County Commissioners

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

FROM: Lynn Vous, Assistant County Attorney *[Signature]*

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

DATE: November 20, 2002

RE: Purchase Agreement Acquisition Authorization
Wymore Road
Parcel No. 124
Owner: Lois E. Selph, as surviving spouse of Wilson Selph

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 124 on the Wymore Road improvement project in the amount of \$38,119.00 inclusive of all fees, costs and expenses.

I THE PROPERTY

A. Location Data

The parent tract lies on the west side of Wymore Road, approximately 82 feet north of Spring Valley Road in Altamonte Springs. The parent tract is a single family residence in the Spring Valley subdivision.

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

B. Address

247 Waterford Court
Altamonte Springs, FL 32714-5160

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2001-R-31 on February 13, 2001, for the Wymore Road improvement project, authorizing the acquisition of the above referenced property, and finding that the construction of the Wymore 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

Parcel No. 124 is a fee simple acquisition of 495 square feet. It is a rectangular strip take from the backyard of the 11,039 square foot parent tract.

IV APPRAISED VALUES

The County's appraised value for this fee simple acquisition is \$22,750.00.

V BINDING OFFERS/NEGOTIATIONS

The County extended its BCC approved binding written offer in the amount of \$25000.00, inclusive of fees and costs. The owner countered at \$39,200.00, which did not include attorney's fees and appraisal costs incurred by the property owner. The County then offered \$32,000.00 compensation to the property owner, plus statutory attorney's fees and reasonable costs. The final proposed settlement amount is \$32,000.00 for the property owner, \$2,333.00 in attorney's fees and \$3,786.00 in appraisal and contractor fees for a total of \$38,119.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This settlement is being submitted as the best obtainable settlement without pursuing eminent domain proceedings and incurring all the costs associated with such proceedings. If the County were to pursue eminent domain proceedings, attorney's fee and expert costs could easily surpass the total purchase agreement amount.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$38,119.00, inclusive of all costs and expenses.

LV/sb

Attachments: (3)

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

Address: ★ 247 Waterford Ct
Altamonte Springs, FL 32714-5160 [Save Address](#)

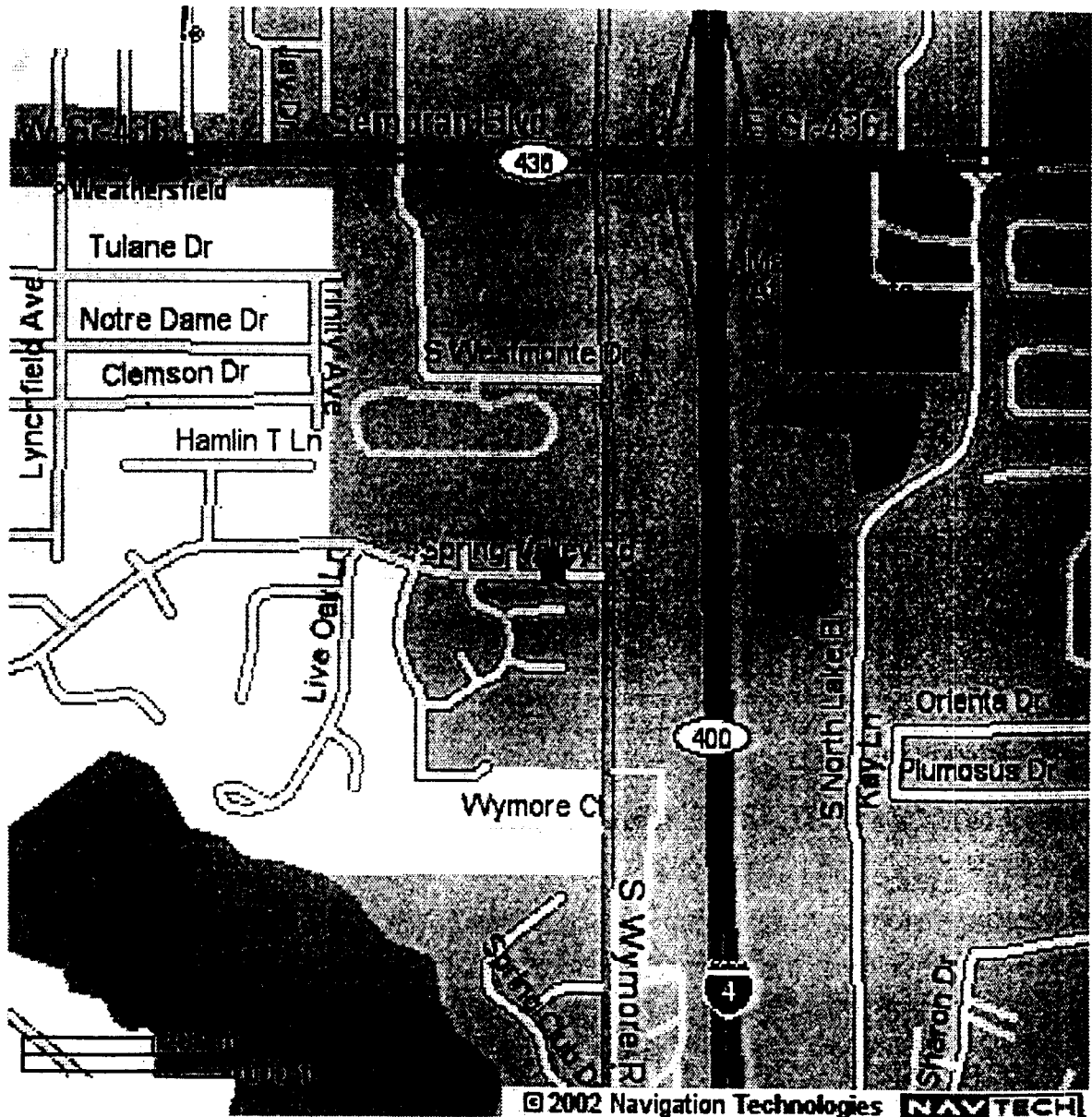
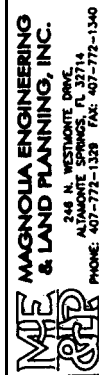


EXHIBIT A

[illegible]

WYMORE ROAD
TAKING -- PARCEL 124
SEMINOLE COUNTY
FLORIDA

**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this day of _____ 2002, by and between LOIS E. SELPH, as surviving spouse of WILSON SELPH, whose Address is 247 Water-ford Court, Altamonte Springs, Florida 32714-5160 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 LEGAL DESCRIPTION FOR PARCEL NO. 124
PROPERTY I.D. NO. 14-21-29-516-000-0020-0-9**

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 THIRTY-SEVEN THOUSAND FIVE hundred nineteen and no/100 dollars (\$38,119.00), inclusive of \$2,333.00 statutory attorneys fees and \$3,786.00 appraisal and contractor costs incurred by the owner. 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) COUNTY shall be responsible for cost to prepare and all expenses to record instruments necessary to provide title, as set forth above, unto COUNTY. OWNER shall be responsible for OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The 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.

EXHIBIT C

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 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.

(h) 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 712, 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

LOIS E. SELPH, as surviving spouse of
WILSON SELPH

PRINT NAME

SIGNATURE

ADDRESS: 247 Water-ford Court
Altamonte Springs, Florida 32714

PRINT NAME

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. 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

LMV/sb
11/18/02
Attachment
Legal Description for Parcel No. 124

RIGHT-OF-WAY DESCRIPTION

000029

PROJECT: Wymore Road
OWNER(S): Wilson Selph and Louis E. Selph
R/W PARCEL No.: 124
TAX I.D. NUMBER: 14-21. -29-5 16-000-0020-0-9
CONSULTANT: Glace & Radcliffe, Inc.
CERTIFICATE No.: 94.06210

That part of Lot 2, Spring Valley Village, as recorded in Plat Book 25, Page 70 of the Public Records of Seminole County, Florida.

Description

The easterly 6.00 **feet**, as measured perpendicular to the westerly right-of-way line for Wymore Road, of Lot 2, Spring **Valley Village**, as recorded in Plat Book 25, Page 70 of the Public Records of Seminole County, Florida.

Cqntaining 495 square feet, **more** or less.

Subject to a **15** foot and a **12** foot platted easement per Spring Valley Village as recorded in **Plat** Book 25. Page 70 of the Public Records of Seminole County, Florida and any other easements of record.

The sketch for this description is shown on Sheet 13 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. Kesselring 3-17-97

Ronald B. Kesselring

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

4015 1600
SEMINOLE CO., FL

EXHIBIT "A"