



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Al Schwarz, Assistant County Attorney *AS*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
AM David Martin, Principal Engineer/Special Projects/Engineering

DATE: November 17, 2006

SUBJECT: Purchase Agreement Authorization
 Owner: Lo Bros. Enterprises, Inc.
 Parcel No. 106
 Cross Seminole Trail

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for the Cross Seminole Trail, Parcel No. 106. The parcel is required for the Cross Seminole Trail project. The purchase price is \$36,600.00 inclusive of interest, fees, and costs allocated:

- \$29,736.50 land, improvements and interest
- \$ 3,963.50 attorney's fee
- \$ 1,600.00 appraiser fee
- \$ 1,300.00 engineering fee

I THE PROPERTY

A. Location Data

The property is located at the south side of General Hutchinson Parkway, approximately 750 feet east of Ronald Reagan Boulevard in Longwood, Florida.

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

B. Address

751 General Hutchinson Parkway
Longwood, Florida 32750

C. Description

The parent tract consists of 169,792 square feet and is improved with a warehouse type building and an ancillary building.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2005-R-238 on December 20, 2005, authorizing the acquisition of the referenced property, and finding that construction of the Cross Seminole Trail 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 consists of 4,326 square feet and is a 14-foot wide strip of land along the site's frontage with a small area at both the east and west property line being encumbered. The recreational easement is necessary to construct and maintain a recreational trail. There is no fee taking of the property, therefore the remaining fee ownership remains 169,792 square feet.

IV APPRAISED VALUE

The County's appraised value amount is \$17,800.00. The County's appraisal was prepared by Cuddeback & Associates, Appraisal Services, P.A., and was approved by the County's MAI designated staff appraiser.

V BINDING OFFER/NEGOTIATIONS

On June 13, 2006, the BCC authorized a binding written offer in the amount of \$17,800.00. Thereafter, County staff, through its acquisition agent, negotiated this proposed settlement agreement with the property owner's attorney at \$36,600.00.

The owner did not prepare an appraisal report but did consult with an appraiser and engineer.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and the cost to update the County's appraisal and the preparation cost of an appraisal for

the property owner will have to be paid by the County. These costs would likely exceed the difference in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$36,600.00, inclusive of interest, fees, and costs.

AHS/dre

Attachments:

Sketch (Exhibit A)

Location Map (Exhibit B)

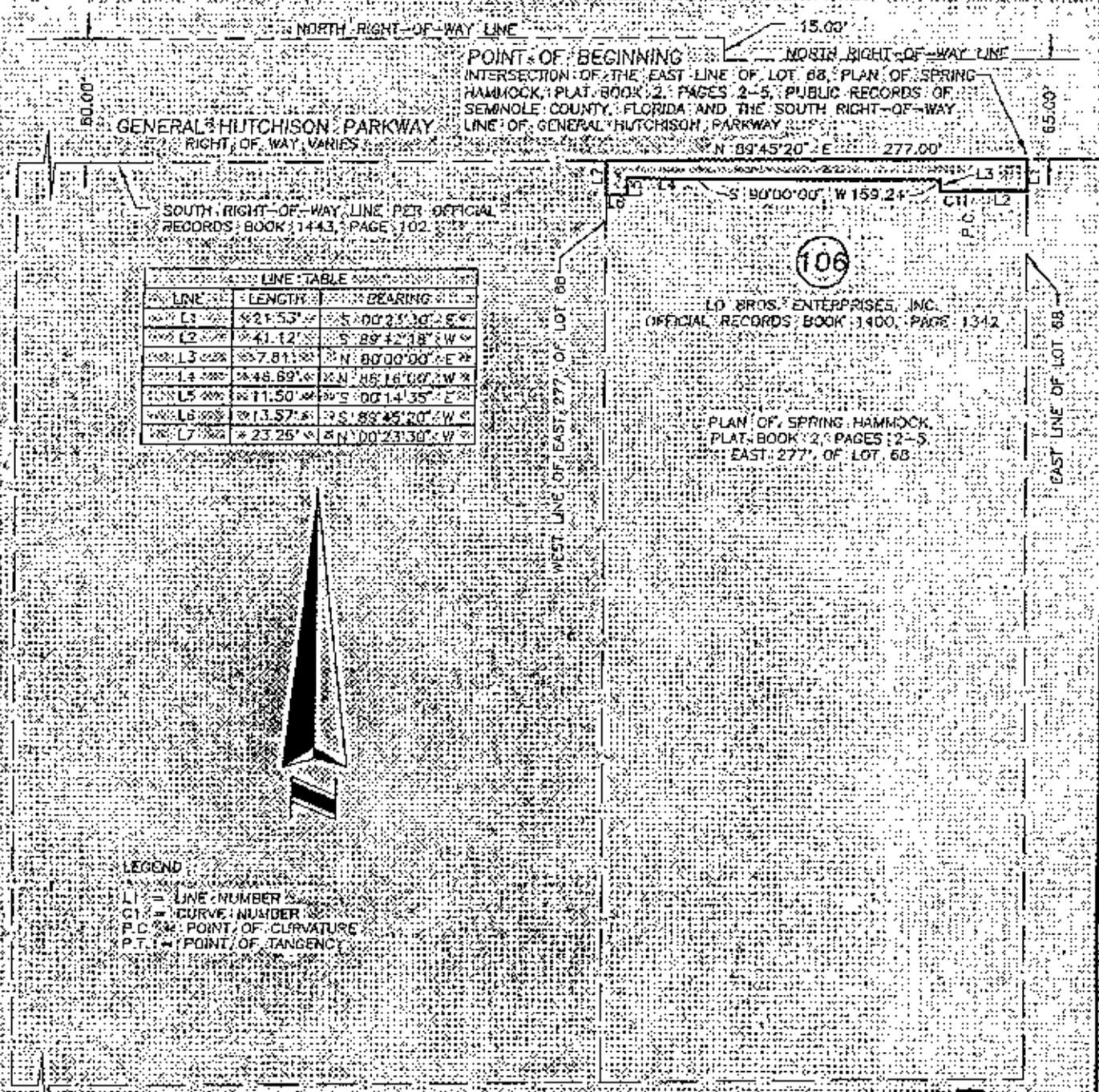
Purchase Agreement (Exhibit C)

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SKETCH OF DESCRIPTION

PARCEL 106

EXHIBIT A



LINE	LENGTH	BEARING
L1	21.53'	S 00° 23' 30" E
L2	41.12'	S 89° 42' 18" W
L3	7.81'	N 00° 00' 00" E
L4	48.89'	N 85° 16' 00" W
L5	11.50'	S 00° 14' 35" E
L6	13.57'	S 89° 45' 20" W
L7	23.25'	N 00° 23' 30" W

106

LD BROS. ENTERPRISES, INC.
OFFICIAL RECORDS BOOK 1400, PAGE 1342

PLAN OF SPRING HAMMOCK
PLAT BOOK 2, PAGES 2-5
EAST 277' OF LOT 6B

LEGEND

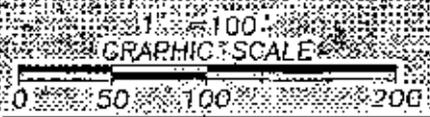
- L1 = LINE NUMBER
- CT1 = CURVE NUMBER
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
CT1	16.45'	485.00'	8.23'	18.45'	S 85° 44' 00" W	01° 58' 35"



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 Al American Boulevard
Orlando, Florida 32810-4360
(407) 292-8580 fax (407) 292-0141
Carl's No. LB-2108
email: info@southeasternsurveying.com

Drawing No. 48869068
Job No. 46889
Date: 08/05/2004
SHEET 2 OF 2
See Sheet 1 for Description



SCHEDULE "A"
PARCEL 106

PURPOSE: RECREATIONAL TRAIL

EXHIBIT A

EXHIBIT A

Description:

A portion of Lot 68, Plan of Spring Hammock, Plat Book 2, Pages 2-5, Public Records of Seminole County, Florida, being more particularly described as follows:

Begin at the intersection of the East line of said Lot 68 and the South right-of-way line of General Hutchison Parkway; thence S 00°23'30" E along said East line a distance of 21.53 feet; thence S 89°42'18" W a distance of 41.12 feet to the point of curvature of a curve, concave Southerly, having a central angle of 01°56'35" and a radius of 485.00 feet; thence Southwesterly along the arc of said curve a distance of 16.45 feet to a point (chord bearing and distance between said points being S 88°44'00" W 16.45'); thence N 00°00'00" E a distance of 7.81 feet; thence S 90°00'00" W a distance of 11.50 feet; thence S 89°45'20" W a distance of 13.57 feet to a point on the West line of the East 277.00 feet of said Lot 68; thence N 00°23'30" W along said West line a distance of 23.26 feet to a point on said South right-of-way line; thence N 89°45'20" E along said right-of-way line a distance of 277.00 feet to the Point of Beginning.

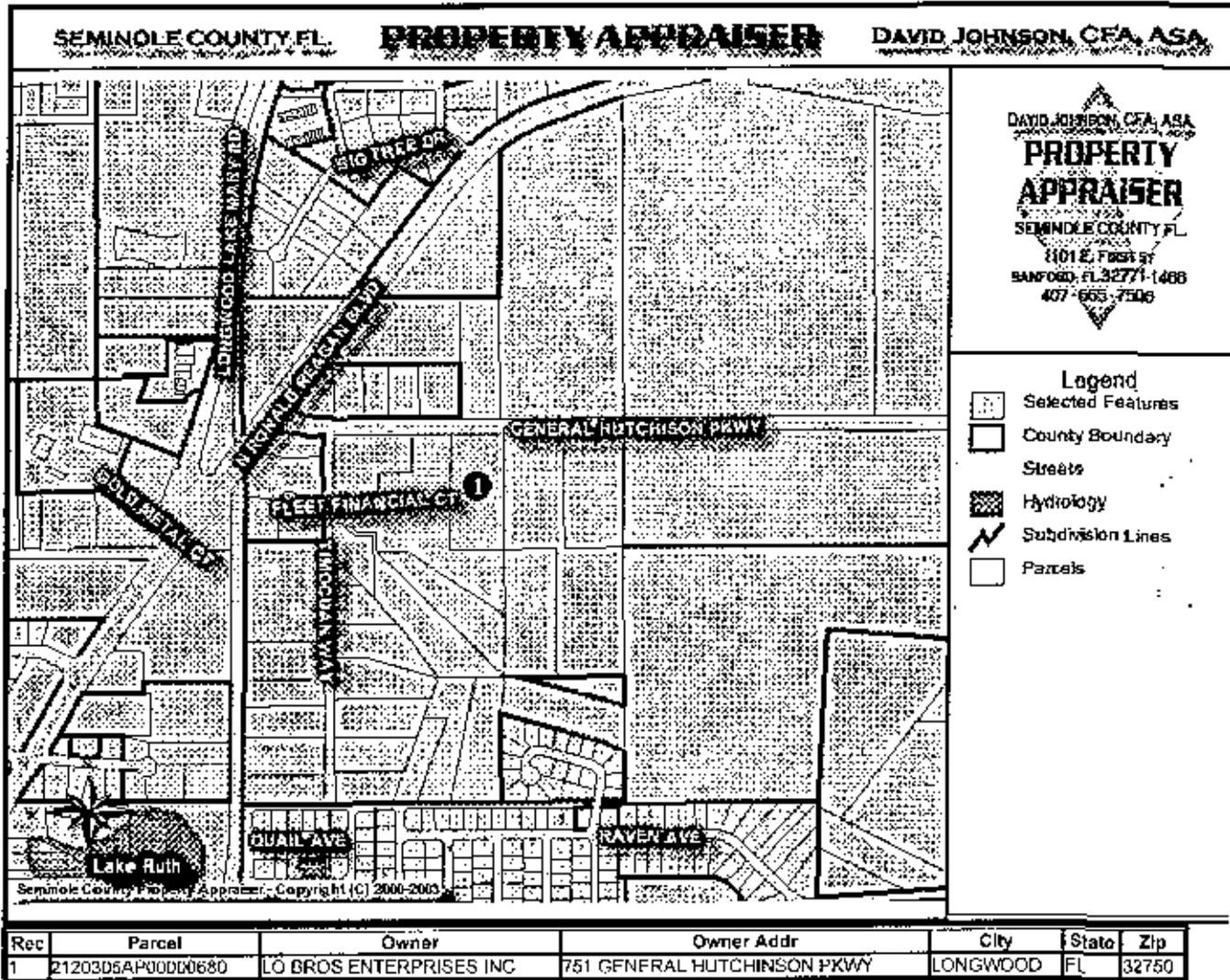
Containing 4,326 square feet, more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South right-of-way line of General Hutchison Parkway, being N 89°45'20" E, assumed.
2. I hereby certify that the Sketch of Description of the above described property is true and correct to the best of my knowledge and belief, as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying, CH 61C17-6, requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION	Date:	08/06/2004 KR		CERT. NO. LB2108	48889087
	Job No.:	18869	Scale:		
FOR	Vanasse Hangen				
	Ernstlin, Inc.				
	CH 61C17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY REVISED: 11/15/2004 REVISED: 10/25/2004				
	SHEET 1 OF 2		SEE SHEET 2 FOR SKETCH		 GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245

EXHIBIT B



**PURCHASE AGREEMENT
RECREATIONAL TRAIL EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2006 by and between LO BROS. ENTERPRISES, INC., a California Corporation, whose address is 751 General Hutchinson Pkwy, Longwood, FL 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 easement for construction and maintenance of an authorized RECREATIONAL TRAIL project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to execute a Permanent Recreational Trail Easement and COUNTY hereby agrees to purchase the Permanent Recreational Trail Easement described below upon the following terms and conditions:

I. LEGAL DESCRIPTION

Cross Seminole Trail Project
Parcel 106
Recreational Trail Easement

See attached easement and legal description as attached "Exhibit A"

Parcel I. D. Number: 21-20-30-5AP-0000-0680

II. PURCHASE PRICE

(a) OWNER agrees to convey the above-described Easement, unto COUNTY for the sum of THIRTY-SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$36,600.00), which includes \$1,600.00 for Calhoun, Dreggors & Associates, \$1,300.00 for DMA Engineering, \$3,963.50 for Rogers, Towers P.A., and \$29,736.50 for Lo Bros. Enterprises, Inc. The above sum includes all compensation due as a result of this acquisition for any reason and for any account whatsoever.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. (a) 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) The OWNER at its expense and prior to closing shall remove any and all encroachments existing upon the required property other than those improvements included in the purchase price.

(c) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants, also include the covenant of further assurances.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Easement which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

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

(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) 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 Exhibit A to 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 Cross Seminole Trail 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 and for the duration of the right to enter.

(i) The COUNTY shall be solely responsible for all of COUNTY's activity conducted on the property pursuant to this Agreement to the extent permitted by FL Stat. 768.28. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(j) 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.

(k) Access also known as ingress and egress shall remain unaffected by this project. OWNER will enjoy the same access that it did before the conveyance that is affected by this Agreement.

(l) COUNTY shall remove and relocate the wooden business sign and the lighted business sign nearest the Easement on OWNER's property pursuant to the Seminole County Land Development Codes.

(m) COUNTY shall remove and relocate the wooden business sign and the lighted business sign nearest the Easement on OWNER's property as close as reasonably possible to the north property line, pursuant to the Seminole County Land Development Codes.

(n) COUNTY shall replace the wooden business sign and the lighted business sign nearest the Easement on OWNER's property if it is unable to be relocated. If a new sign needs to be created because an aforementioned sign cannot be relocated, COUNTY agrees to provide a reasonably similar replacement sign to OWNER.

(o) As further part of consideration for this Purchase Agreement, OWNER grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon the OWNER's remainder property for the purpose of removing and relocating the wooden business sign and lighted business sign. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until the removal and relocation of said business signs is complete. Aside from this Agreement, no further notification of COUNTY's intent to

enter the property is required. 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 and for the duration of the right to enter.

SIGNATORY BLOCK ON FOLLOWING PAGE

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

ATTEST:

Edward P. Lo
EDWARD P. LO, Vice President

LO BROS. ENTERPRISES, INC., a
California Corporation

By: Henry P. Lo
HENRY P. LO, President/Director

(CORPORATE SEAL)

Date: 10/11/06

ATTEST:

Maryanne Morse
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
CARLTON D. HENLEY, 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 _____,
2006, regular meeting.

County Attorney
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