
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Land Acquisition for the Anchor Road Drainage Improvement Project (CIP # 2091-02), House Property

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-504-0B00-0010, a vacant lot consisting of a total of .65 acre for the purchase price of \$153,500.00, owned by Kathleen E. House, Personal Representative for the Estate of Margaret Solomon, 4190 Lake Harney Circle, Geneva, FL 32732. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02).

District 4 Carlton D. Henley

Meloney Lung

BACKGROUND:

In May of 2006, Public Works staff and their engineering consultant for the Anchor Road Drainage Improvement Project (CIP # 2091-02) identified three (3) properties as possible sites for the construction of the pond project. Staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with two (2) of the three (3) property owners. Public Works and their engineering consultant have confirmed that the size of the negotiated pond sites meet the permitting requirements and will be suitable for construction of the pond. This work is part of the City of Casselberry and the County's joint project that includes multiple funding sources from the City, Seminole County and a Community Development Block Grant (CDBG).

On July 18, 2008, Public Works performed an internal appraisal of Parcel # 18-21-30-504-0B00-0010, identified as one (1) of the two (2) parcels suitable for the construction of the pond project. An appraised value of \$146,500 was determined for Parcel # 18-21-30-504-0B00-0010. This property is represented by Kathleen E. House and both the representative and the estate agree to the negotiated selling price of \$153,500.

STAFF RECOMMENDATION:

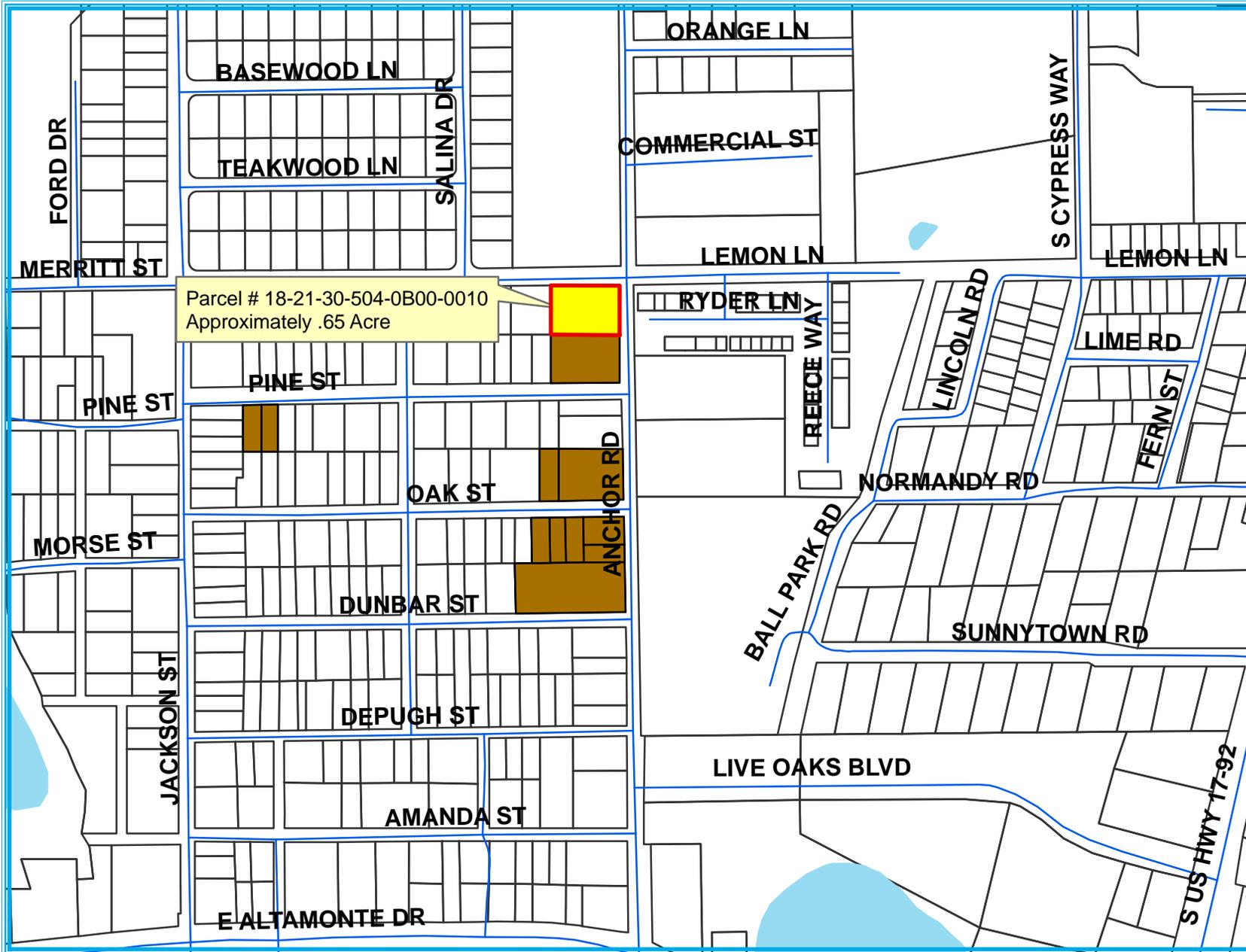
Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-504-0B00-0010, a vacant lot consisting of a total of .65 acre for a purchase price of \$153,500.00, owned by Kathleen E. House, Personal Representative for the Estate of Margaret Solomon, 4190 Lake Harney Circle, Geneva, FL 32732, to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02).

ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By: No additional reviews

**GIS Map of Property Owned By
Kathleen E. House Personal Representative
For The Estate of Margaret Solomon**



CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this 10th day of SEPTEMBER, 2008, by and between KATHLEEN E. HOUSE, AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF MARGARET SOLOMAN, DECEASED, whose address is 4190 Lake Harney Circle, Geneva, Florida 32732, hereinafter referred to as "SELLER", 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 "PURCHASER".

SECTION 1. SALE. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

Parcel #18-21-30-504-0B00-0010
LOTS 1, 2, AND 3, BLOCK B, GROVE TERRACE, PLAT BOOK 7,
PAGE 42, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price is ONE HUNDRED ~~FIFTY~~ ^{TWENTY} THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (~~\$152,500.00~~ ^{153,500.00}), payable to SELLER in cash or by certified funds at closing.

SECTION 3. TITLE INSURANCE. SELLER shall purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

SECTION 4. DEED. SELLER agrees, on full payment of the purchase price of ONE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$152,500.00), to make, execute and deliver to PURCHASER a Warranty Deed to the premises.

SECTION 5. CLOSING/COSTS. Closing will take place in the office of the SELLER's Closing Agent no later than thirty (30) days after approval of the Contract by the Seminole County Board of County Commissioners (BCC). All closing costs shall be paid by the SELLER, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs shall be withheld by the SELLER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLER. The SELLER 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 SELLER. At the closing, SELLER will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLER with payment of the full purchase price.

SECTION 6. ENVIRONMENTAL AUDIT. Prior to closing, the PURCHASER shall obtain a Phase 1 environmental site assessment of the premises. In the event that assessment indicates that a Phase 2 environmental assessment is required, the PURCHASER may, at its sole option, terminate this Agreement without penalty or delay closing until such time as the environmental assessments are acceptable to PURCHASER.

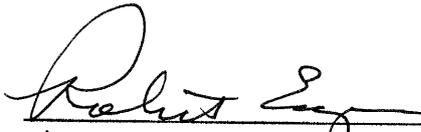
SECTION 7. SELLER'S INDEMNIFICATION. The SELLER agrees to indemnify and hold harmless the PURCHASER, its officers, employees and

agents from any and all claims, losses, damages, or lawsuits for damages arising out of the SELLER's occupation and/or use of the property, whenever said claim may arise.

SECTION 8. ASSIGNATION. This Contract shall not be assignable.

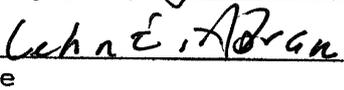
SECTION 9. SELLER'S WARRANTY. SELLER warrants that there are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.



Witness
ROBERT EAGAN

Print Name

Witness


Print Name

SELLER

By: 

KATHLEEN E. HOUSE
as Personal Representative of
the Estate of Margaret Soloman,
Deceased

Date: Sept. 10, 2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/sjs
8/7/08, 8/15/08

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