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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Regency Park at Lake Mary Condominium Association, Inc.

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Property Acquisition

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Sharon Sharrer

**EXT:**

**MOTION/RECOMMENDATION:**

Approve and execute purchase agreement relating to Parcel Number 729B of the Lake Emma Road improvement project, located at Regency Park at Lake Mary Condominiums on Secret Harbor Lane, for \$38,055.00, inclusive of statutory attorney fees, expert's fees and cost reimbursements interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

District 5 Brenda Carey

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**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends the Board approve and execute purchase agreement relating to Parcel Number 729B of the Lake Emma Road improvement project, located at Regency Park at Lake Mary Condominiums on Secret Harbor Lane, for \$38,055.00, inclusive of statutory attorney fees, expert's fees and cost reimbursements interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

**ATTACHMENTS:**

1. Regency Park at Lake Mary Condominium Association, Inc. property

<b>Additionally Reviewed By:</b> No additional reviews
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**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, Major Project Acquisition Coordinator *NN*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department  
David V. Nichols, P.E., Principal Engineer/Engineering *DVN-25-07*

DATE: October 24, 2007

SUBJECT: Purchase Agreement Authorization  
Owners: Regency Park at Lake Mary Condominium Association, Inc.  
Parcel No. 729B  
Lake Emma Road

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This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 729B. The temporary construction easement is required for the Lake Emma Road improvement project. The purchase price is \$38,055.00, allocated as follows:

- \$32,500.00 compensation to owner
- \$ 3,630.00 statutory attorney fees
- \$ 1,925.00 expert's fees and costs

**I THE PROPERTY**

A. Location Data

The property is located along the east side of Lake Emma Road north of Greenway Boulevard in Seminole County. The property is zoned PUD with a future land use of Planned Development.

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

B. Address

Secret Harbor Lane  
Lake Mary, FL 32746

C. Description

The parent tract of the subject property is a 39.17 acre site, irregular in shape, improved by the Regency Park at Lake Mary Condominiums 504 units. The acquisition is a 725 square feet temporary construction easement with a term of 5 years and will have no affect on the remainder improvements.

**II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2007-R-29 on February 13, 2007, authorizing the acquisition of Parcel No. 729B, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

**III ACQUISITION/REMAINDER**

The parent tract will not be reduced from 39.17 acres as the acquisition is a temporary construction easement.

**IV APPRAISED VALUE**

The County's appraised value amount is \$16,300.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report. The property owner did not have an appraisal report prepared, but did employ experts to analyze the County's appraisal report and provide support in arriving at the property owner's counter offer.

**V BINDING OFFER/NEGOTIATIONS**

On June 12, 2007, the BCC authorized a binding written offer at \$21,500.00. Thereafter, the parties negotiated a purchase agreement settlement to purchase the needed property for \$32,500.00. The property owner countered at \$40,000.00 plus fees and costs.

The difference between the County's \$16,300.00 appraisal value and the owner's estimated value of \$40,000.00 is \$23,700.00. Although the owner did not perform an appraisal, the owner's methodology was reasonable for negotiation purposes. Both sides appeared to have attempted to arrive at a fair valuation. The proposed settlement of \$32,500.00 is a little above the \$28,150.00 midpoint between each side's starting values and is reasonable under the circumstances of this parcels. If this parcel did proceed to condemnation, costs to update the County's appraisal and to reimburse the owner for preparation of an appraisal report would easily exceed the difference in additional settlement funds proposed to be paid.

## **VI ATTORNEY FEES AND COSTS**

A. Attorney fees The statutory attorney's fee reimbursement totals \$2,630.00. The sum is statutorily computed based on a settlement sum of \$32,500.00 less the first written offer of \$21,500.00 to produce a benefit of \$11,000.00.

B. Costs The property owner's claimed costs for the referenced parcel is \$1,925.00 for its land planner/engineering firm to conduct an evaluation of the taking.

## **VII SETTLEMENT ANALYSIS/COST AVOIDANCE**

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

## **VIII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$38,055.00, inclusive of all compensation to the property owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

NN/lpk

Attachments:

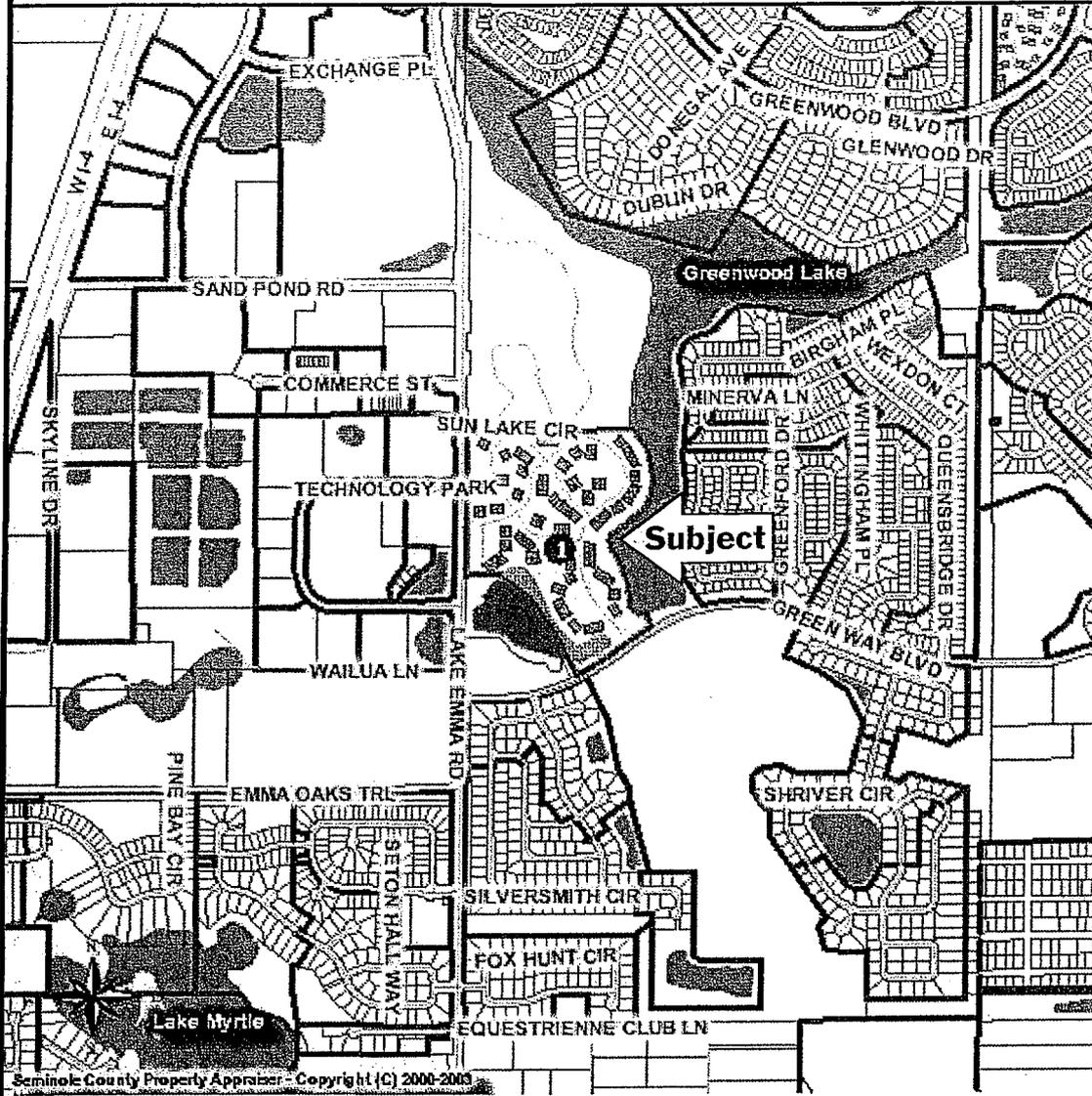
Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\Users\lkennedy\My Documents\ACQ\Lake Emma Road\Regency Park 729B Agenda item.doc

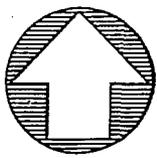
DAVID JOHNSON, CFA, /  
**PROPERTY APPRAISER**  
 SEMINOLE COUNTY  
 1101 E. FIRST ST  
 SANFORD, FL 32771-14  
 407-665-7506



- Legend**
- Selected Feature
  - County Boundary
  - Streets
  - Hydrology
  - Subdivision Line
  - Parcels

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1920305200C000000	LAKE MARY RESIDENCES LLC C/O	201 ALHAMBRA CIR STE 601	CORAL GABLES	FL	33134

**EXHIBIT A**



SCALE: 1" = 20'

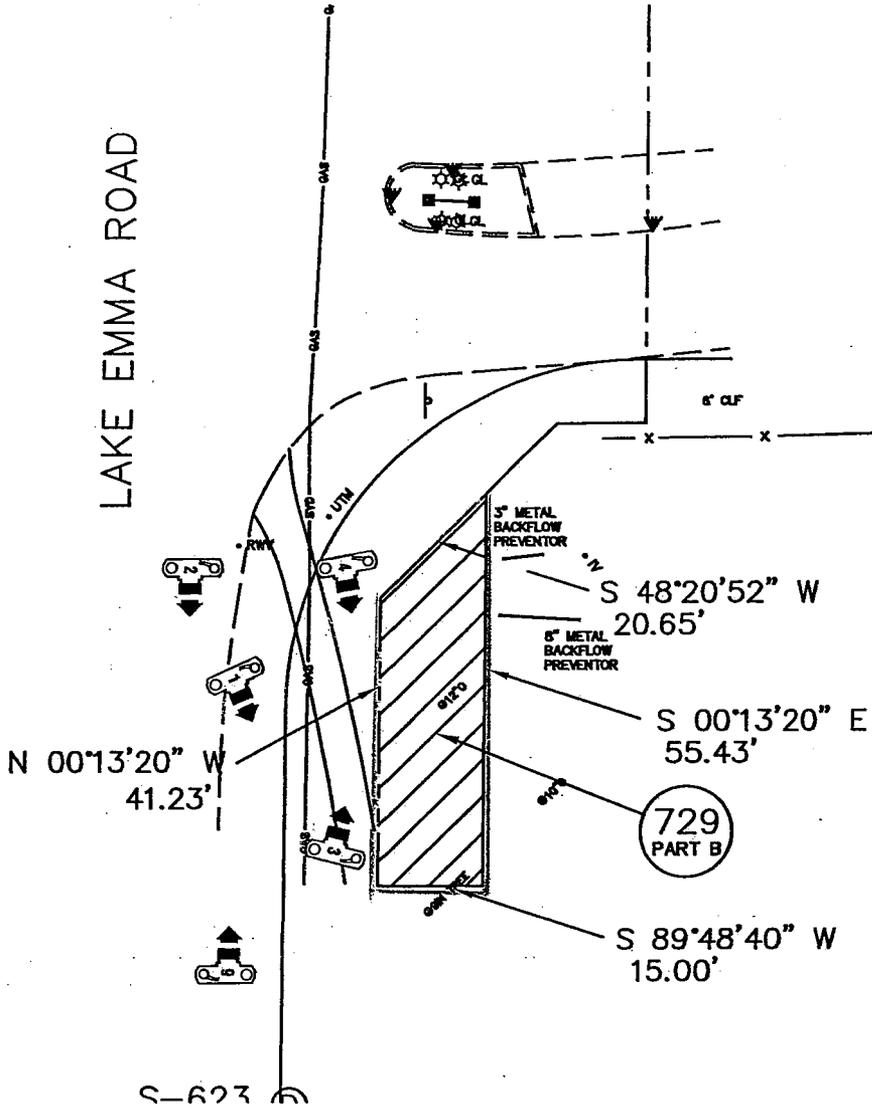
# APPRAISAL SKETCH

FOR

## THE SPIVEY GROUP, INC

### PARCEL 729B - PARENT TRACT & AREA OF TAKING

### 729B TCE 725 SQUARE FEET



- 10°P PINE TREE - SIZE AS NOTED
- 10°O OAK TREE - SIZE AS NOTED
- 10°M MAPLE TREE - SIZE AS NOTED
- 10°Z PALM TREE - SIZE AS NOTED
- 10°CB CHINABERRY TREE - SIZE AS NOTED
- 10°L LAUREL TREE - SIZE AS NOTED

### LEGEND

- |         |                       |       |                              |
|---------|-----------------------|-------|------------------------------|
| • BFP   | BACKFLOW PREVENTOR    | • MB  | MAILBOX                      |
| • CATV  | CABLE TV RISER        | • RWV | RECLAIMED WATER VALVE        |
| ⊙       | STORM MANHOLE         | ▽     | SPRINKLER HEAD SIGN          |
| ⊙       | SANITARY MANHOLE      | • TR  | TELEPHONE RISER              |
| ⊙       | FIRE HYDRANT          | • TSB | TRAFFIC SIGNAL BOX           |
| • EM    | ELECTRIC METER        | ⊙     | UTILITY POLE                 |
| • ER    | ELECTRIC RISER        | • UR  | UTILITY RISER                |
| • FOM   | FIBER OPTIC MARKER    | • UTM | UNDERGROUND TELEPHONE MARKER |
| ⊙ GL    | GROUND LIGHT          | • WM  | WATER METER                  |
| ⊙       | GUY ANCHOR            | • WV  | WATER VALVE                  |
| • IV    | IRRIGATION VALVE      | R/W   | RIGHT-OF-WAY                 |
| ⊙       | LIGHT POLE            | S.F.  | SQUARE FEET                  |
| —       | FENCE LINE            | CMP   | CORRUGATED METAL PIPE        |
| — OHU — | OVERHEAD UTILITY LINE |       |                              |

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 3

DATE: 4/20/01

REVISED:

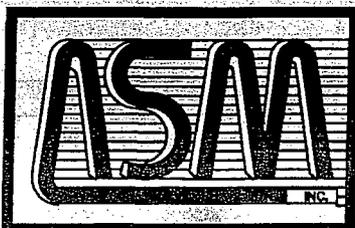
SCALE: 1" = 20'

KCG 03/14/07

APPROVED BY: BAM

JOB NO. ASM31066

DRAWN BY: LH



AMERICAN SURVEYING & MAPPING  
 CERTIFICATION OF AUTHORIZATION NUMBER LB#8363  
 320 EAST SOUTH STREET, SUITE 180  
 ORLANDO, FLORIDA  
 32801 (407) 428-7979

## EXHIBIT B

**EXHIBIT C**

Lake Emma Road  
Parcel No. 729B

Regency Park at Lake Mary Condominium Association, Inc.

**PURCHASE AGREEMENT  
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC.**, whose address is 2180 W. State Road 434, Suite 5000, Longwood, Florida 32779-5044, 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 construction and maintenance of an authorized 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 convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**PARCEL NO. 729B**

**LAKE EMMA ROAD**

**TEMPORARY CONSTRUCTION EASEMENT**

That portion of the Northwest 1/4 of Section 19, Township 20 South, Range 30 East as Recorded in Official Records Book 2654, Page 926 and less right-of-ways as recorded in Official Records Books 1416, Page 369, all in the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 19, thence S89°48'55"W, along the South line of said Northwest 1/4, 1251.54 feet to the Easterly right-of-way line of Lake Emma Road, thence departing said South line, N00°13'20"W along said Easterly right-of-way line, 1694.87 feet for the POINT OF BEGINNING; thence continue N00°13'20"W, along said Easterly right-of-way line, 41.23 feet; thence departing said Easterly existing right-of-way line, N46°20'52"E, 20.65 feet; thence S00°13'20"E, 55.43 feet; thence S89°46'40"W, 15.00 feet to the POINT OF BEGINNING.

Containing 725 square feet, more or less.

Parcel Property I.D. Number: 19-20-30-520-0C00-0000

## II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property by Temporary Construction Easement on Parcel No. 729B unto COUNTY for the sum of THIRTY-EIGHT THOUSAND FIFTY-FIVE AND NO/100 DOLLARS (\$38,055.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of three (3) years from date of commencement of construction of the Lake Emma Road project. See Exhibit A, attached, Temporary Construction Easement.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Temporary Construction Easement 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 and the 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 on this purchase. 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 the 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 property 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.

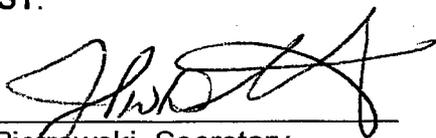
(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by 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) 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.

(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.

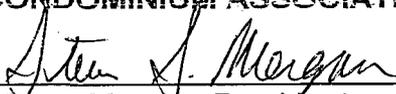
**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

**ATTEST:**



John Piotrowski, Secretary

**REGENCY PARK AT LAKE MARY  
CONDOMINIUM ASSOCIATION, INC.**

By:   
Steven Morgan, President

(CORPORATE SEAL)

Date: October 2, 2007

**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.  
Approved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
\_\_\_\_\_, 2007, regular meeting.

\_\_\_\_\_  
County Attorney

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PARCEL NO. 729B  
TEMPORARY CONSTRUCTION EASEMENT  
LAKE EMMA ROAD  
REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:  
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR  
COUNTY ATTORNEY'S OFFICE  
1101 E. FIRST STREET  
SANFORD, FL 32771

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC., whose address is 2180 W. State Road 434, Suite 5000, Longwood, Florida 32779-5044, hereinafter referred to as the GRANTOR, 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 the GRANTEE.

**WITNESSETH:**

**FOR AND IN CONSIDERATION OF** the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant unto GRANTEE permission, to be exercised during the period of construction of the Lake Emma Road improvement project, to enter upon the following described lands:

**PARCEL NO. 729B**  
**TEMPORARY CONSTRUCTION EASEMENT**

**LAKE EMMA ROAD**

That portion of the Northwest 1/4 of Section 19, Township 20 South, Range 30 East as Recorded in Official Records Book 2654, Page 926 and less right-of-ways as recorded in Official Records Books 1416, Page 369, all in the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 19, thence S89°48'55"W, along the South line of said Northwest 1/4, 1251.54 feet to the Easterly right-of-way line of Lake Emma Road, thence departing said South line, N00°13'20"W along said Easterly right-of-way line, 1694.87 feet for the POINT OF BEGINNING; thence continue N00°13'20"W, along said Easterly right-of-way line, 41.23 feet; thence departing said Easterly existing right-of-way line, N46°20'52"E, 20.65 feet; thence S00°13'20"E, 55.43 feet; thence S89°46'40"W, 15.00 feet to the POINT OF BEGINNING.

Containing 725 square feet, more or less.

Parcel Property I.D. Number: 19-20-30-520-0C00-0000

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the Lake Emma Road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than three (3) years from date of commencement of construction of the Lake Emma Road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

WITNESSES:

REGENCY PARK AT LAKE MARY  
CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ADDRESS: 2180 W. State Road 434  
Suite 5000  
Longwood, Florida 32779-5044

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_