

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amended Contract - Surplus County Land - County Road 46A Phase III

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 Amended Contract for Sale and Purchase of Land and County Deed conveying surplus property acquired in conjunction with the County Road 46A, Phase III project (H.E. Thomas Parkway), a 750 square foot portion of Parcel # 03-20-30-503-0000-0380 to Charles and Sherett Salter.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

At the Board of County Commissioners meeting on December 11, 2007, the Board approved declaring 40 feet of County-owned right-of-way along the south side of County Road 46A from west of Forrest Drive to east of Vinewood Drive to be surplus property. The surplus right-of-way is the result of "whole takes" of a row of residential homesites previously acquired by the County for right-of-way necessary for the widening of County Road 46A. A purchase price of \$0.50 per square foot was approved at the December 11, 2007 Board meeting. The attached Amended Contract for Sale and Purchase of Land and County Deed are the results of discussions with the Salters' for finalizing this surplus action.

In addition, the Board approved the construction of a wall on private property along the boundary of the surplus parcels subject to the affected property owners listed below agreeing to both the surplus property purchase and construction of a wall. This agreement will finalize the surplus activities involved in the construction of the wall.

County Surplus Parcel Numbers	Adjacent Property Owners	Surplus Property Square Footage	Surplus Purchase Price
03-20-30-503-0000-0380	Charles & Sherett Salter (Rep: Atty Christy Wilson)	750 s.f.	\$375.00

The Board approved a previous version of this contract on October 27, 2009. Subsequently, the Salters requested modifications to paragraph 9 of the contract and they have now executed the contract as modified. The modifications are relatively minor and do not affect the main substance of the contract. Also, at the time the Salters requested the modifications, a closing date on or before November 13, 2009 was contemplated. This date has obviously passed and counsel for the Salters has agreed to a new closing date on or before December

11, 2009, subject to the availability of County officials signing the documents. This new date is reflected as a line-in / line-out change to paragraph 6 of the contract which the Chairman and the Salters are to initial at or before closing.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Amended Contract for Sale and Purchase of Land and County Deed conveying surplus property acquired in conjunction with the County Road 46A, Phase III project (H.E. Thomas Parkway), a 750 square foot portion of Parcel # 03-20-30-503-0000-0380 to Charles and Sherett Salter.

ATTACHMENTS:

1. Amended Signed Contract for Sale and Purchase of Land - Salters
2. County Deed - Mr & Ms Salter
3. Temporary Construction Easement - Salter

Additionally Reviewed By: <input type="checkbox"/> County Attorney Review

AMENDED CONTRACT FOR SALE AND PURCHASE OF LAND
(CR 46A III SURPLUS PARCELS 9 AND 12)

THIS AMENDED CONTRACT FOR SALE AND PURCHASE OF LAND is made and entered into this 11th day of November, 2009, by and between 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 "SELLER", and SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as the "PURCHASER".

1. **AMENDED CONTRACT.** This Amended Contract for Sale and Purchase of Land amends that certain Contract for Sale and Purchase of Land entered into by the parties on June 23, 2009. The parties acknowledge and agree that all obligations set forth in the original June 23, 2009 Contract have been performed or excused from performance.

2. **SALE.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, located in the County of Seminole, State of Florida:

That portion of Lot 31, Loch Arbor, Crystal Lakes Club Section, as recorded in Plat Book 5, pages 73 and 74, of the Public records, Seminole County, Florida.

Being more particularly described as follows:

The North 5.0 feet of the South 10.0 feet of said Lot 31.

Containing 750 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

3. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375.00), payable to the Seminole County Board of County Commissioners ("BCC") in cash or by certified funds at closing.

4. **TITLE INSURANCE.** PURCHASER may 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 Agreement.

5. **DEED.** SELLER agrees, on full payment of the purchase price of THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375.00) as described above, to make, execute and deliver to PURCHASER a County Deed to the premises.

6. **CLOSING/COSTS.** PURCHASER  agrees to close no later than November 13, 2009 December 11, 2009, subject to availability of SELLER's officials to sign the documents. At the closing, SELLER will provide PURCHASER with the County Deed to the premises, and PURCHASER shall provide the BCC with payment of the full purchase price. Following the closing, PURCHASER shall have the right to exclusive possession of the property. All closing costs shall be paid by the PURCHASER.

7. **ASSIGNMENT.** This Agreement shall not be assignable.

8. **CONDITION OF PREMISES.** PURCHASER stipulates that they have made a full inspection of the premises and that SELLER shall not be held liable in any way respecting the condition of the premises and occurrences on the premises. PURCHASER accepts the premises "as is". PURCHASER further acknowledges and agrees that SELLER shall have no maintenance responsibility for any drainage, capped wells, capped

septic tanks or any other structure located on the above described property.

9. **CONSTRUCTION OF WALL.** SELLER shall construct a boundary wall on the above described property. Such boundary wall will be a six-foot (6') high pre-cast concrete panel wall or a six-foot (6') high masonry brick wall. This wall will be built on the north side just inside of the property described in Paragraph 1 above and from the easternmost end of this wall, the wall will extend 10 feet to the south on the above described property and PURCHASER's existing property, subject to the relocation of underground utilities that may preclude this extension of the wall. Neither SELLER nor PURCHASER shall install any gate within this wall. PURCHASER agrees to cooperate with SELLER concerning the timely scheduling of construction of the wall. Upon final completion of the wall, PURCHASER shall have sole responsibility for maintaining the wall. SELLER has a two-year limited warranty on the wall from the contractor that will build the wall. SELLER does not extend this warranty to PURCHASER and SELLER disclaims any warranty to PURCHASER on the wall, including, but not limited to any implied warranty of merchantability and for a particular purposes.

10. **TEMPORARY CONSTRUCTION EASEMENT.** PURCHASER agrees to grant SELLER a temporary construction easement, over, across, under and through the real property described below for the sole purpose of installing a wall and performing any warranty repair work on the wall that may be needed for the duration of this easement:

The South 10.00 Feet of the following described parcel:

Lot 31, Arbor Crystal Lakes Club Section, as recorded in Plat Book 5, Pages 73 and 74, of the Public Records, Seminole County, Florida.

Containing 1,500 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

This temporary construction easement is limited to the purposes set forth above and will terminate two (2) years from the date of execution of the Temporary Construction Easement as set forth therein.

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

WITNESSES:

Miriam Wilson
SIGNATURE
Miriam Wilson

Sherett J. Salter
SHERETT J. SALTER

Sandra Stenstrom
SIGNATURE
Sandra Stenstrom
PRINT NAME

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

Miriam Wilson
SIGNATURE
Miriam Wilson

Charles Salter
CHARLES SALTER

Sandra Stenstrom
SIGNATURE
Sandra Stenstrom
PRINT NAME

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

For the use and reliance
of Seminole County only.

Date: _____

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
11/04/09

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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7254

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this ____ day of _____, 2009, by 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 GRANTOR, and SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as the GRANTEE.

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, his heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

That portion of Lot 31, Loch Arbor, Crystal Lakes Club Section, as recorded in Plat Book 5, pages 73 and 74, of the Public records, Seminole County, Florida.

Being more particularly described as follows:

The North 5.0 feet of the South 10.0 feet of said Lot 31.

Containing 750 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310
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GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying

such release is that the above described land is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, GRANTEE would have great difficulty obtaining financing for the property.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

Consented to:

SHERETT J. SALTER
Date: _____

CHARLES SALTER
Date: _____

DGS/dre
09/29/09

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THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into this ___ day of _____, 2009, between SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as 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 GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to enter upon the following described lands:

The South 10.00 Feet of the following described parcel:

Lot 31, Arbor Crystal Lakes Club Section, as recorded in Plat Book 5, Pages 73 and 74, of the Public Records, Seminole County, Florida.

Containing 1,500 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

for the purpose of installation of a wall on this property and performing any warranty repair work on the wall that may be needed for the duration of this easement.

THIS TEMPORARY CONSTRUCTION EASEMENT is limited to the purposes set forth above and will expire upon two (2) years from the date of execution as set forth above.

UPON FINAL completion of the wall, the GRANTOR shall have sole responsibility for maintaining the wall.

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.

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

WITNESSES:

SIGNATURE

SHERETT J. SALTER

PRINT NAME

SIGNATURE

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

PRINT NAME

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Sherett J. Salter, 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: _____

WITNESSES:

SIGNATURE

CHARLES SALTER

PRINT NAME

SIGNATURE

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

PRINT NAME

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Charles Salter, 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: _____