

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of a Purchase Agreement for Property Necessary for Stormwater Facilities on Beth Drive in the Ravenna Park Subdivision

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Purchase Agreement between A.K. Shoemaker Family Limited Partnership and Seminole County for property needed for stormwater facilities on Beth Drive in the Ravenna Park Subdivision.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

This Purchase Agreement between A.K. Shoemaker Family Limited Partnership is for 1.12 acres of property that is necessary for stormwater facilities on Beth Drive in Ravenna Park Subdivision. This acquisition is part of the Lincoln Heights Drainage Improvements Project, Capital Improvement Project #00209108, under the 2001 Sales Tax Fund. The value of the properties was determined to be \$148,000 based on the current 2008 Property Appraiser's Assessed Value for the subject five (5) parcels on Beth Drive. The owner agrees to sell and convey said property, by Warranty Deed, free of liens and encumbrances, to Seminole County for \$148,000. Funds for this purchase are available in the project account line (077541-560610).

STAFF RECOMMENDATION:

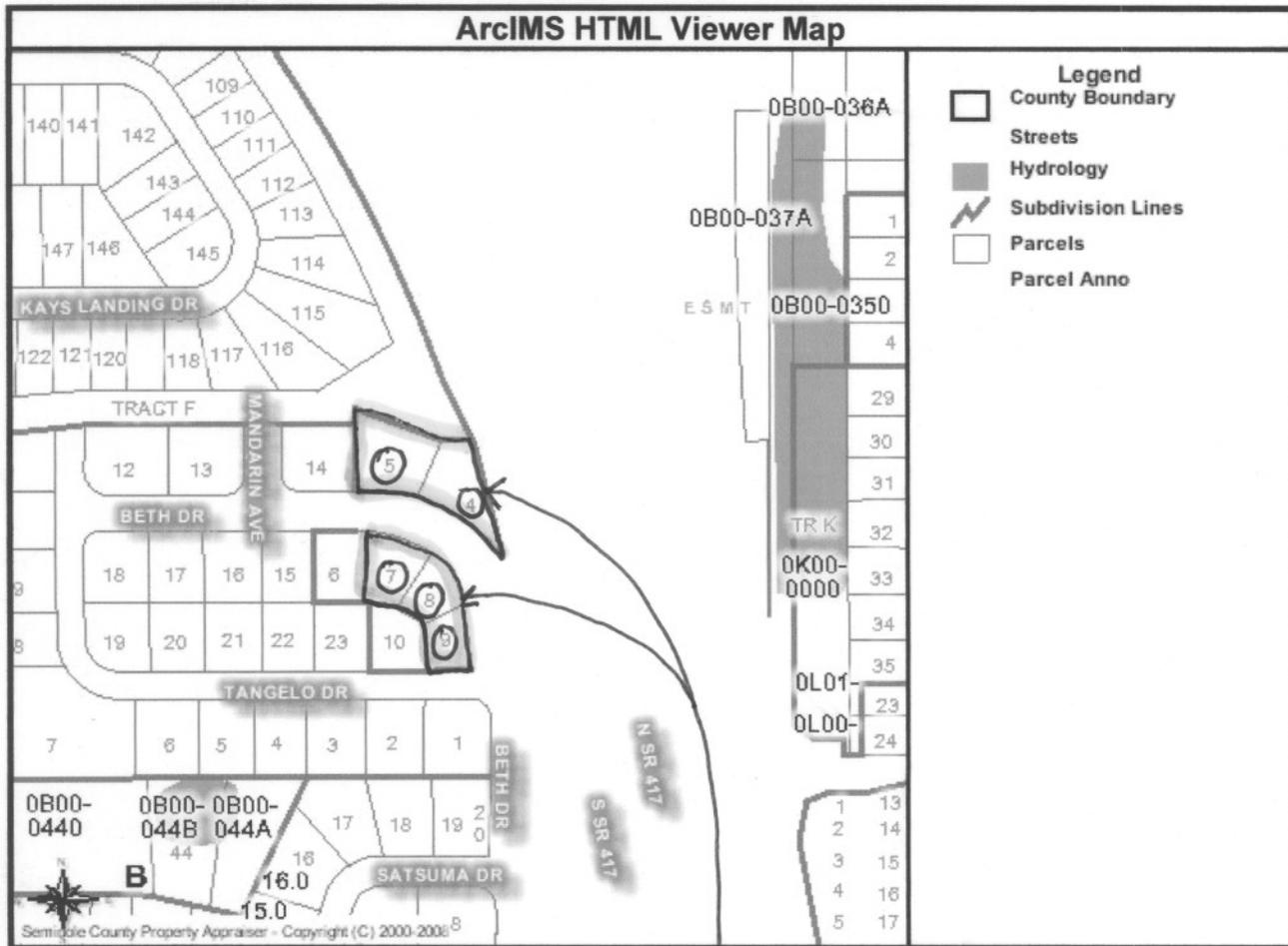
Staff recommends that the Board approve and authorize the Chairman to execute a Purchase Agreement between A.K. Shoemaker Family Limited Partnership for property needed in conjunction with necessary stormwater facilities on Beth Drive in Ravenna Park Subdivision.

ATTACHMENTS:

1. Location Map
2. Purchase Agreement-Beth Drive

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Fredrik Coulter, Lisa Spriggs)
<input checked="" type="checkbox"/>	County Attorney Review (Matthew Minter)

Location Map



Subject Parcels
(Circled)

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **A.K. Shoemaker Family Limited Partnership, A Florida Limited Partnership**, whose address is 300 Idyllwild Drive Sanford, Florida, 32771, 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 COUNTY purposes as stormwater facilities, (hereinafter "the 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 subject to the following terms and conditions:

I. LEGAL DESCRIPTION

See Sketch of Description and Legal Description attached hereto as Exhibit "A".

II. PURCHASE PRICE

OWNER agrees to sell and convey the above described property by Warranty Deed, free of liens and encumbrances unto COUNTY for the sum of \$148,000.00.

III. CONDITIONS

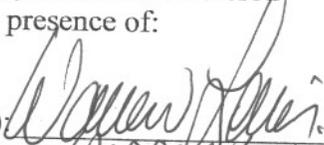
- (a) COUNTY shall pay to owner the sum of \$148,000.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) Any and all encumbrances existing upon the property are to be removed by the OWNER prior to closing.
- (c) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the property being acquired by the COUNTY.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses:

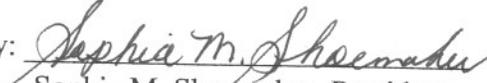
Signed, Sealed & Delivered
In the presence of:

(Sign): 
Print Name: WARREN LEWIS

(Sign): 
Print Name: ROBERT WALTER

A.K. SHOEMAKER FAMILY
LIMITED PARTNERSHIP, A Florida
Limited Partnership

By: Shoemaker Management, Inc., It's
General Partner

By: 
Sophia M. Shoemaker, President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

Brenda Carey, Chairman

Date: _____

For the use and reliance of Seminole
County only. Approved as to form
and legal sufficiency.

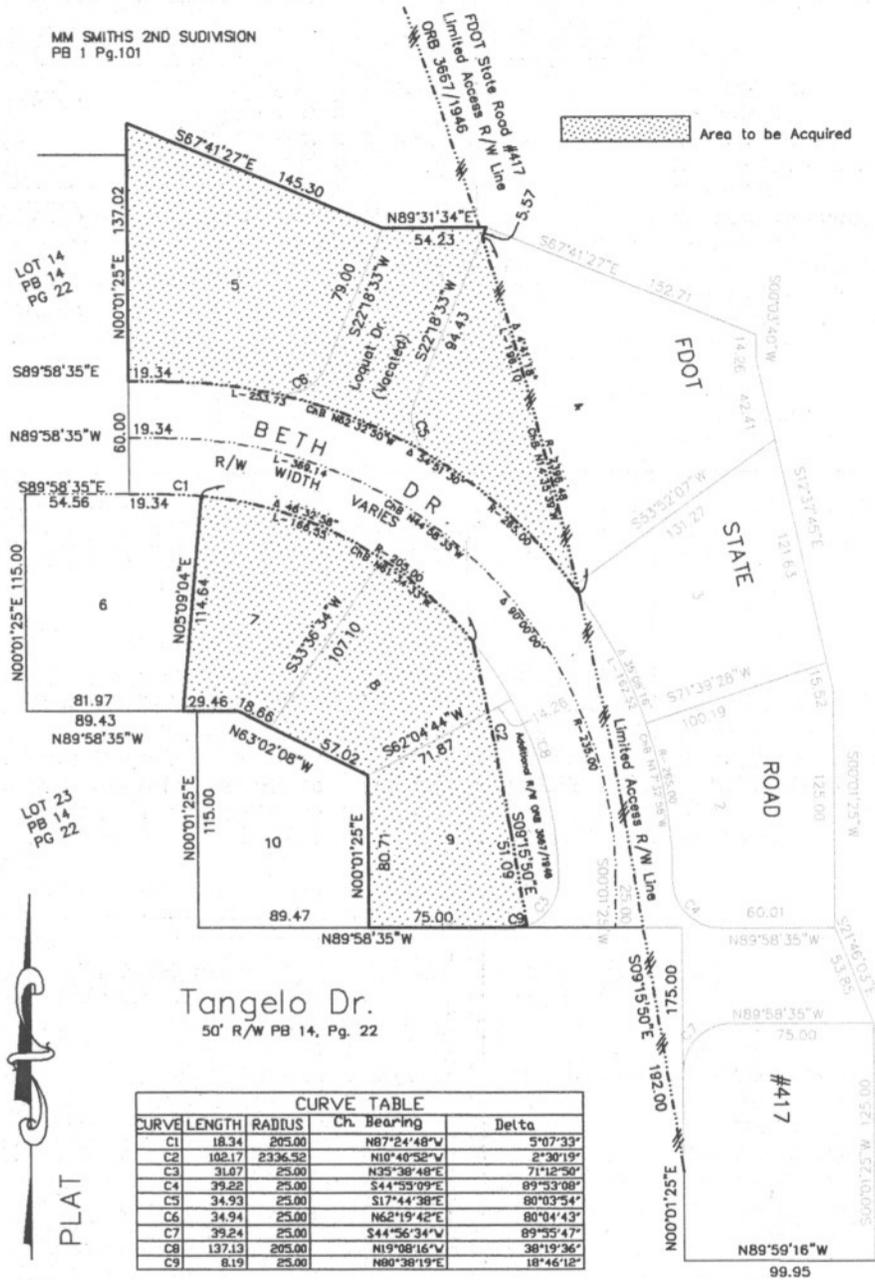
County Attorney

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION: Lots 4 (LESS ROAD DESCRIBED IN ORB 3667 / 1946), 5, 7, 8, (LESS ROAD DESCRIBED IN ORB 3667 / 1946), and 9 (LESS ROAD DESCRIBED IN ORB 3667 / 1946), 4TH RAVENNA PARK SECTION OF LOCH ARBOR, according to the plat thereof as recorded in Plat Book 14, Page 66, of the Public Records Seminole County, Florida. As recorded in ORB 04222 / 0175, (LESS LOT 6) of said Seminole County Public Records. Together With: Loquat Drive as vacated by Resolution filed in ORB 6254, Pages 558-561 of said Seminole County Public Records.

Containing 1.12 acre more or less.

BEARINGS BASED ON : The South line of lots 9 and 10 of 4th Ravenna Park Section of Loch Arbor as N89°58'35"W.



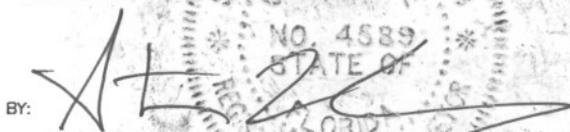
SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: 

Steve L. Wessels P.L.S. FLA. CERT.# 4589

LEGEND

- △ CENTRAL ANGLE (DELTA)
- R - RADIUS
- CB - CHORD BEARING
- L - ARC LENGTH
- C - CHORD
- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.T. - POINT OF TERMINATION
- R/W - RIGHT OF WAY
- D - DEED
- C/L - CENTERLINE
- UTIL - UTILITY
- PB - PLAT BOOK
- PG - PAGE (S)
- ORB - OFFICIAL RECORDS BOOK
- SEC - SECTION - TOWNSHIP - RANGE
- PCL - PARCEL
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PI - POINT OF INTERSECTION
- PCC - POINT OF COMPOUND CURVE
- PRC - POINT OF REVERSE CURVE
- M - MEASURED
- P - PLAT
- F - FIELD
- C - CALCULATED
- P/L - PROPERTY LINE
- ESMT - EASEMENT

FIELD DATE: N/A

DATE: 10-06-08

JOB NAME: 08-045

SCALE: 1" = 100'

DRAWN BY: G.L.

CHECKED BY:

EXHIBIT "A"