

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** St. Luke's Evangelical Lutheran Church, Inc. property

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Property Acquisition

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Sharon Sharrer

**EXT:** 7257

**MOTION/RECOMMENDATION:**

St. Luke's Evangelical Lutheran Church, Inc. property. Approve and execute the purchase agreement relating to Parcel Number 105 of the road improvement project for Chapman Road for \$39,400.00 for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

District 1 Bob Dallari

Robert A. McMillan

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**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and execute the purchase agreement relating to Parcel Number 105 of the road improvement project for Chapman Road for \$39,400.00 for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

**ATTACHMENTS:**

1. St. Luke's Evangelical Lutheran Church, 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 *M. G. Minter*

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

CONCUR: Antoine Khoury, P.E./Assistant County Engineer *AK 5-12-09*

DATE: May 14, 2009

SUBJECT: Purchase Agreement Authorization  
Owner: St. Luke's Evangelical Lutheran Church, Inc.  
Parcel No.: 105  
Chapman 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. 105. The parcel is required for the Chapman Road improvement project. The purchase price is \$39,400.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

**I THE PROPERTY**

**A. Location Data**

The subject property is located within the southeast quadrant of State Road 426 (Aloma Avenue) and Chapman Road, along the south side of Chapman Road within unincorporated Seminole County, Florida.

1. Location Map (Exhibit A);
2. Purchase Agreement (Exhibit B)

**B. Address**

The subject property is vacant therefore no address is currently assigned to it.

### **C. Description**

The subject property is an abbreviated parent tract containing 286,170 square feet. The subject parent tract has been abbreviated to exclude a portion of the property that is improved with an existing cemetery.

### **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No.: 2008-R-140 on June 10, 2008, authorizing the acquisition of Parcel No. 105, 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 fee taking is a strip of land containing 911 square feet from the subject's existing frontage along the south side of Chapman Road. Improvements within the area of taking include 249± linear feet of chain link fencing and a termination for barbed wire fencing. The remainder will contain 285,259 square feet.

### **IV APPRAISED VALUE**

The County's appraised value amount is \$12,300.00. Clayton, Roper & Marshall, Inc. prepared the County's appraisal and the County's review appraiser, Mark Sawyer, MAI with HDR Engineering, Inc., approved the report.

### **V BINDING OFFER/NEGOTIATIONS**

On February 10, 2009, the BCC authorized a binding written offer at \$20,000.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$39,400.00.

The negotiated settlement includes modifying the project plans to include a new driveway located along the south side of Chapman Road near the east boundary line of the subject parcel suitable for use by heavy equipment to access the cemetery. The property owner will allow Seminole County to close the existing driveway located at the intersection of Chapman Road and Church Street. Relocation of this driveway will enhance public safety.

### **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

This proposed settlement amount, although \$19,400.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. The estimate to relocate the entrance feature at the unsafe and undesired access at the northwestern corner of the property is \$13,400.00. If this

property proceeds to condemnation, litigation costs and appraisal and expert costs will have to be paid by the County. These costs would easily 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 \$39,400.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

NN/dre

Attachments:

Location Map (Exhibit A)

Purchase Agreement (Exhibit B)

P:\Users\Dedge\My Documents\Mem\Agenda Item Chapman 105.Doc

# CHAPMAN ROAD

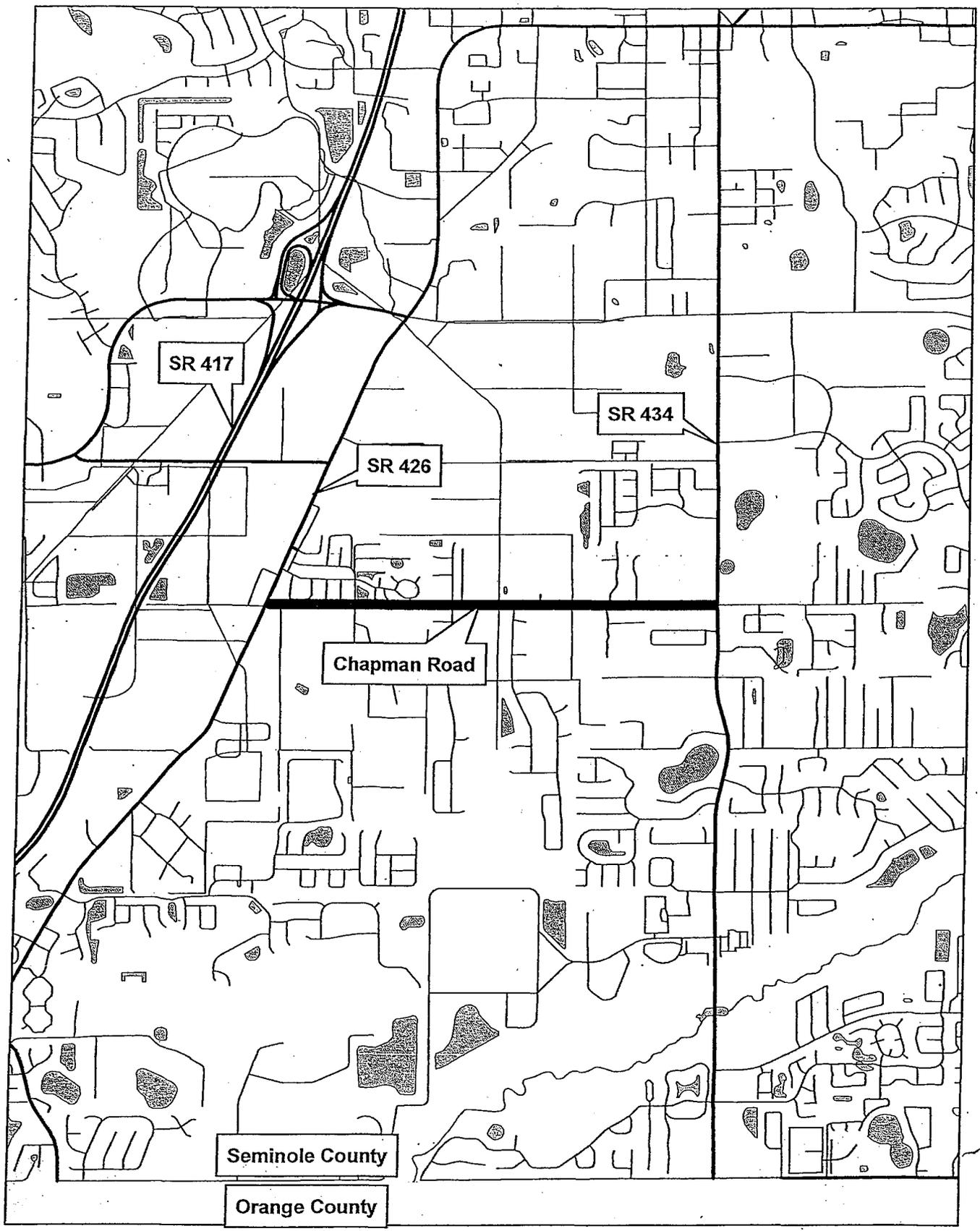


EXHIBIT A

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between St. Luke's Evangelical Lutheran Church, Inc., of Slavia Florida, a Florida not-for-profit corporation, whose address is 2021 West State Road 426, Oviedo, Florida 32765, 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 a 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 COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**PARCEL NO. 105  
FEE SIMPLE**

**CHAPMAN ROAD**

A PORTION OF SUBLOT 110, SLAVIA COLONY COMPANY, IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00°01'28" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2660.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88°43'53" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 671.28 FEET; THENCE SOUTH 00°02'54" WEST A DISTANCE OF 25.00 FEET TO AN INTERSECTION POINT OF THE EAST LINE OF SAID SUBLOT 110 AND THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 135, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'54" WEST ALONG THE EAST LINE OF SAID SUBLOT 110, A DISTANCE OF 9.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5669.58 FEET AND A

CENTRAL ANGLE OF 02°30'47" AND A CHORD BEARING NORTH 86°37'13" WEST; THENCE FROM A TANGENT BEARING OF NORTH 85°21'50" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 248.69 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°43'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 248.30 FEET TO A POINT ON THE EAST LINE OF SAID SUBLOT 110 AND THE POINT OF BEGINNING.

CONTAINING 911 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

**Parcel I. D. Number: 16-21-31-5CA-0000-1100**

## **II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property by Warranty Deed, free of liens and encumbrances, unto COUNTY for the net sum of THIRTY-NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$39,400.00). At the time of the construction of the project, the COUNTY shall also install a curb cut and stub out a paved driveway to the property line at the northeast corner of the cemetery property at the location shown on the attached property sketch. The above amount and the installation of the driveway stub out are in full satisfaction of all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice as well as the cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER shall be responsible for OWNER's own attorney's fees and OWNER's share of the pro-rata taxes outstanding, if any, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes, if any, 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. OWNER shall be responsible for no other closing costs.

(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 Trust Account of OWNER's attorney, Lowndes, Drosdick, Kantor & Reed, P.A., 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. OWNER's attorney shall be responsible for the proper disbursement of those funds. 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 of this Agreement. 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 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 OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) 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.

(k) 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.

(l) The existing access at the northwest corner of the cemetery property is to be permanently closed and the driveway through this access is to be permanently removed. OWNER hereby releases COUNTY from any and all rights to and claim arising from or related to the closing of this access and the removal of this driveway.

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

**ATTEST:**

**ST. LUKE'S EVANGELICAL LUTHERAN  
CHURCH, INC., OF SLAVIA, FLORIDA**  
a Florida not-for-profit corporation

  
\_\_\_\_\_  
STACEY MELLO, Secretary  
(CORPORATE SEAL)

By:   
\_\_\_\_\_  
RICHARD H. BETTERIDGE, JR., President

Date: 29 APR 2009

**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

Date: \_\_\_\_\_

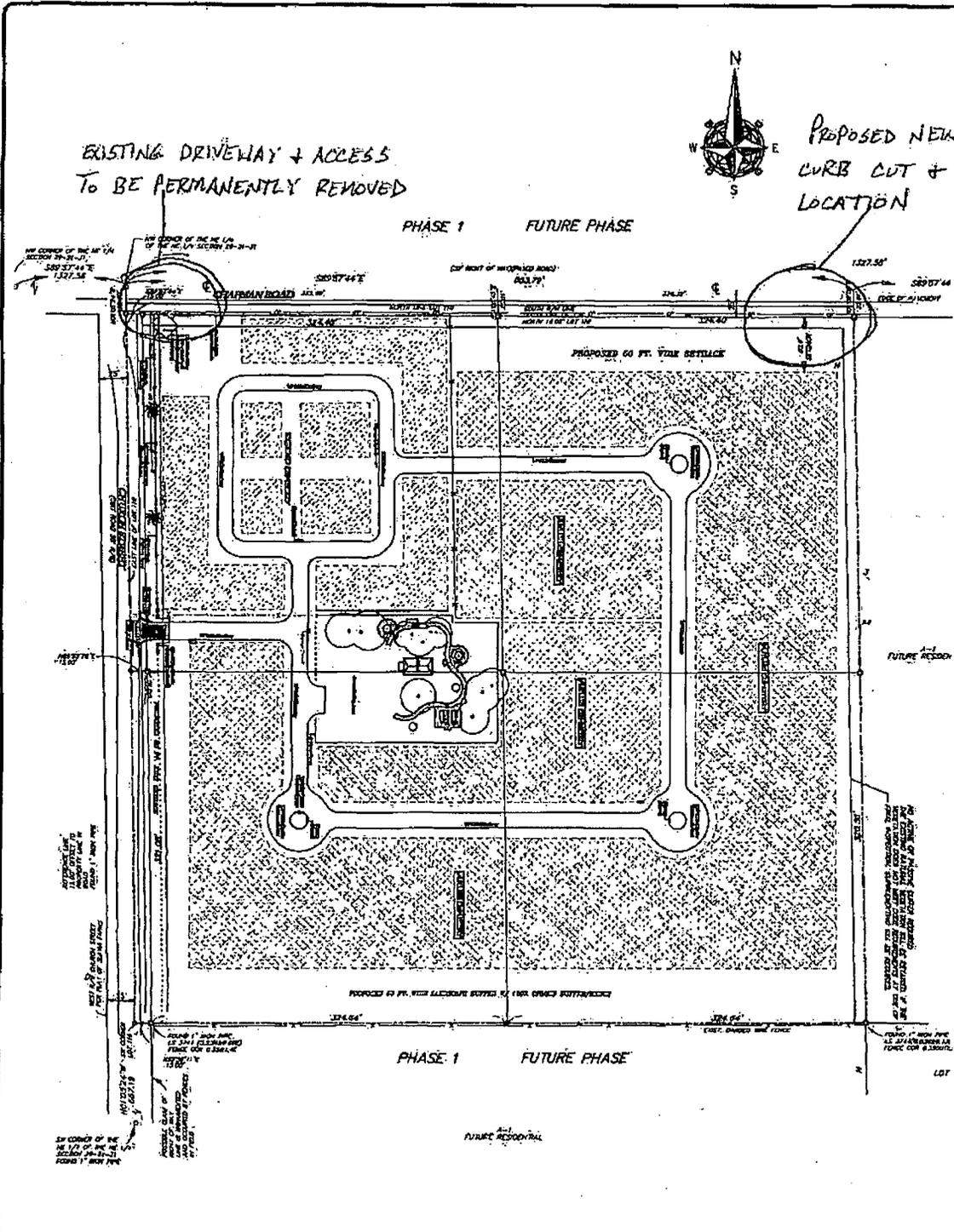
For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

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

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

NN/dre  
04/29/09  
Attachment  
Property Sketch

P:\Users\Dedge\My Documents\Acq\Chapman Road\St Luke's 105 Chapman Road Bwo.Doc



Sheet  
LA-1  
of 4

DATE  
10/1/2010

PROJECT  
ST. LUKE'S CEMETERY PROJECT

**St. Luke's Cemetery Project**  
 Prepared for: DR. Luke's Lutheran Church, OMAHA, Florida  
**Overall Layout Plan**

SCALE  
AS SHOWN

