
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Land Acquisition for the Five Points Expansion Project

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 the Sale and Purchase of Land for Parcels # 03-20-31-5AY-0000-31A0, 03-20-31-300-0100-0000 and 03-20-31-300-0110-0000 in the amount of \$3,500,000, for a total of approximately 28 +/- acres, with Khalil and Franziska Schmidt, Ziegelgasse 21, 85354 Freising, Germany.

County-wide

Meloney Lung

BACKGROUND:

The County has had several planning/master planning efforts conducted on the Five Points Government Campus concepts. All the plans have the common element of moving the Fleet and Public Works equipment and material storage facilities out of the 5 Points Campus, which would free-up approximately 16.7 acres of space at the Five Points Complex.

Staff has located 28 acres of contiguous property located in unincorporated Seminole County, with frontage to East Lake Mary Blvd, near Sanford International Airport. This property should yield approximately 21 buildable acres after water retention and treatment are addressed. Staff is currently having the total 28 acres analyzed to ascertain what the site will be able to accommodate in regards to Fleet, Public Works (Five Points) and Reflections lease space.

Staff has negotiated a purchase price of \$3,500,000 with the property owner's representative, from an asking price of \$4,000,000.

Diversified Property Specialists, Inc., on July 7, 2008, appraised the 28-acre property at \$3,700,000. A Phase I, Environmental Site Assessment has been completed by Advantage Consulting, LLC on October 22, 2005, and their findings are that the assessment has not revealed evidence of recognized environmental conditions in connection with the subject site.

STAFF RECOMMENDATION:

Staff is recommending that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcels # 03-20-31-5AY-0000-31A0, 03-20-31-300-0100-0000 and 03-20-31-300-0110-0000 in the amount of \$3,500,000, for a total of approximately 28 +/- acres with Khalil and Franziska Schmidt, Ziegelgasse 21, 85354 Freising, Germany.

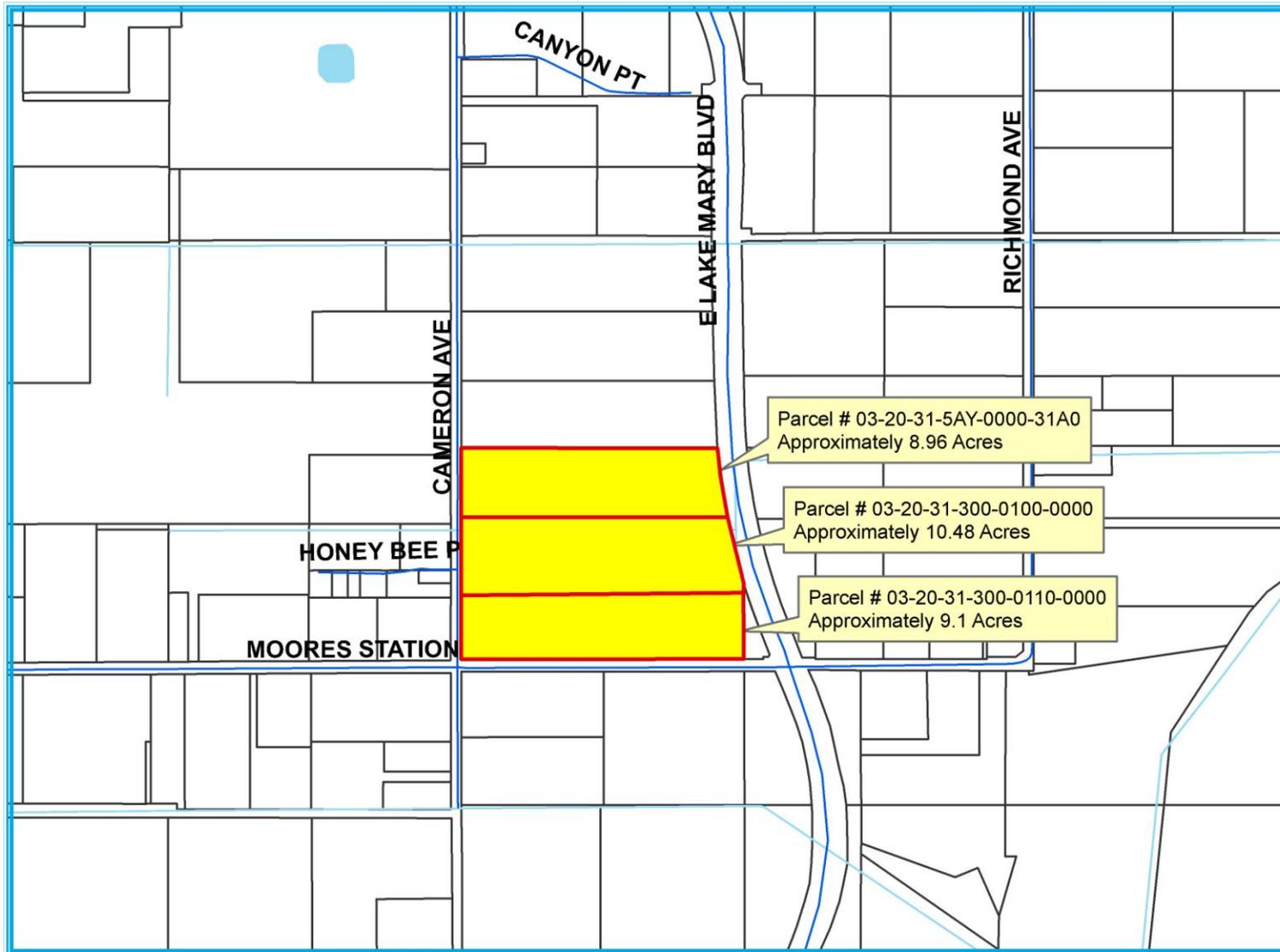
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

**GIS Map of
28 Acre Property
East Lake Mary Blvd, Sanford**





CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **KHALIL SCHMIDT and FRANZISKA SCHMIDT, Surviving Heirs Of HANNAH ELIZABETH ABIESES SCHMIDT and FREIDRICH GUENTER SCHMIDT**, whose mailing address is ZIELGELGASSE 21, 85354 Freising, Germany, 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. OWNERSHIP. SELLER represents that, at the signing of this contract, the SELLER is the record owner in fee simple of the Premises being conveyed herein and is/ are not under any incapacity which prevents it / them from entering into this contract or complying with the terms hereof.

SECTION 2. PURCHASER CONTINGENCY. This contract is contingent upon the approval of the PURCHASER's Board of County Commissioners. The PURCHASER agrees to submit this Agreement to its Board of County Commissioners for approval at a duly called and noticed meeting thereof not later than September 20, 2008. If the PURCHASER shall not have received approval of this contract by its Board of County Commissioners by October 1, 2008, this contract shall terminate and be of no further force or effect, and the parties shall be relieved of all liability to the other hereunder.

SECTION 3. SALE. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate (hereafter, the "Premises") along with its appurtenances, located in the County of Seminole, State of Florida, the legal descriptions and parcel identification numbers for which are as follows:



LOT 31 A, SANFORD CELERY DELTA, PLAT BOOK 1, PAGES 75 & 76, SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-5AY-0000-31A0

THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 03, TOWNSHIP 20 SOUTH, RANGE 31 EAST, SITUATE AND LYING IN SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-300-0110-0000

THE NORTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 03, TOWNSHIP 20 SOUTH, RANGE 31 EAST, LESS ROAD RIGHT-OF-WAY SITUATE AND LYING IN SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-300-0100-0000

LESS OUT, AND NOT INCLUDING

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2058, PAGE 342 AND IN OFFICIAL RECORD BOOK 2056, PAGE 344 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055991; THENCE RUN N $89^{\circ}59'04''$ E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1710.50 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137. SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1527.89 FEET AND A CHORD BEARING OF N $12^{\circ}04'39''$ W; THENCE FROM A RADIAL BEARING OF N $87^{\circ}15'00''$ E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 497.48 FEET THROUGH A CENTRAL ANGLE OF $18^{\circ}39'19''$ TO THE POINT OF TANGENCY THEREOF; THENCE RUN N $21^{\circ}24'19''$ W A DISTANCE OF 404.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N $17^{\circ}04'42''$ W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 432.69 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}39'14''$ TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE RUN S $00^{\circ}03'32''$ E ALONG SAID EAST LINE A DISTANCE OF 249.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2929.79 FEET AND A CHORD BEARING OF N $11^{\circ}14'45''$ W; THENCE FROM A RADIAL BEARING OF N $72^{\circ}28'47''$ E RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 541.67 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ}32'55''$ TO A POINT ON THE NORTH LINE OF LOT 31A OF THE PLAT OF SANFORD CELERY DELTA AS RECORDED IN PLAT BOOK 1, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N $85^{\circ}01'42''$ E, RUN N $89^{\circ}52'07''$ E, ALONG THE NORTH LINE OF SAID LOT 31A A DISTANCE OF 65.24 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE N $89^{\circ}52'07''$ E



ALONG SAID NORTH LINE A DISTANCE OF 59.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 31A, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6, BLOCK E OF THE PLAT OF BROWN'S SUBDIVISION OF BECK HAMMOCK AS RECORDED IN PLAT BOOK 1, PAGE 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S 00°03'32" E ALONG THE EAST LINE OF SAID LOT 31A AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 378.71 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 1.068 ACRES MORE OR LESS.

SECTION 4. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price is THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), payable to SELLER in cash or by certified check or bank draft on the date of closing of title and upon delivery of the deed as hereafter provided.

SECTION 5. TITLE INSURANCE. PURCHASER may purchase an owner's policy of title insurance insuring PURCHASER's marketable title to the Premises, 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 6. DEED. The deed of conveyances to the Premises shall be a statutory warranty deed in the usual Florida form, which shall be duly executed, acknowledged and delivered, all at the SELLER'S expense, conveying the fee simple title in and to the Premises to the BUYER, free and clear of all encumbrances, liens and exceptions to title other than those set forth in Schedule B of the PURCHASER'S Title Commitment, or as provided herein. SELLER agrees to execute, at the time of closing, an affidavit regarding the non-existence of liens or rights of tenants upon the Premises and other conditions of or on the Premises required by PURCHASER'S title insurance company necessary in order to issue a "clean" title insurance policy.



SECTION 7. CLOSING/COSTS. Closing will take place in the Office of the County Attorney, 520 W. Lake Mary Blvd., Ste. 100, Sanford, FL 32773, no later than thirty (30) days after approval of the Contract by the Board of County Commissioners, or no later than ten (10) days following receipt of a geotechnical report, satisfactory to PURCHASER, as provided herein. AMERICAN ACQUISITION TITLE, INC., shall act as closing agent for the closing of this transaction. SELLER shall pay from sale proceeds SELLER's share of pro-rata property taxes and assessments outstanding up to and including the date of closing; and all closing costs. The PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs and pro-rata real estate taxes and assessments shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLER. The SELLER covenants either [] that there are no real estate commissions due any licensed real estate broker, or [] that SELLER agrees to defend against and pay any valid claims of any and all brokers made in regard to this purchase. At the closing, SELLER will provide PURCHASER with the Statutory Warranty Deed to the Premises and PURCHASER shall provide the SELLER with payment of the full purchase price.

SECTION 8. GEOTECHNICAL REPORT. Prior to closing and no later than October 20, 2008, the PURCHASER shall obtain a geotechnical assessment of the premises. This sale is contingent upon the geotechnical report showing that the Premises is capable of supporting the construction of:

(a) Multiple bay repair and maintenance shops for heavy equipment, fire equipment and vehicles.



(b) A three story building structure.

(c) Heavy equipment storage.

(d) An above-ground fuel farm for up to 100,000 gallons storage of gasoline and diesel fuel.

(e) Materials storage.

In the event the geotechnical report shows that the premises will not support any or all of the above listed uses, the PURCHASER has the option of voiding this Contract in its entirety, without penalty or cost.

SECTION 9. ENVIRONMENTAL ASSESSMENT. Prior to closing and no later than September 20, 2008, the PURCHASER shall obtain a Phase I environmental site assessment of the Premises. If the PURCHASER is reasonably dissatisfied with the condition of the Premises as indicated by such site assessment disclosing the risk of environmental contamination of the Premises, the PURCHASER may, by written notice to SELLER describing such risk of environmental contamination and reasonable dissatisfaction and enclosing a copy of such Phase I site assessment, terminate this contract, and all rights and liabilities of the parties shall be deemed at an end.

SECTION 10. 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 prior to the date of closing, whenever said claim may arise.

SECTION 11. ASSIGNMENT. This Contract shall not be assignable.

SECTION 12. 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.



SECTION 13. NOTICES. Any notice provided for or made necessary in order to accomplish the terms of this contract and any other notice or communication which either party may wish to deliver to the other (collectively "Notices") shall be in writing and given by personal delivery or sent by United States registered or certified mail, return receipt requested, in a properly sealed envelope, postage pre-paid, addressed to the party for which such notice is intended, at such party's address set forth below:

If to PURCHASER, to:

Mr. Frank Raymond, Director of Administrative Services
 200 W. County Home Road
 Sanford, Florida 32773
 Telephone number: (407) 665-5277]

If to SELLER, to:

—
 [Telephone number:]

SECTION 14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"). If SELLER is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires a buyer of real property to **withhold 10% of the amount realized by the Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person"; (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding; or (3)



the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. PURCHASER and SELLER agree to execute and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the requirements of FIRPTA, including delivery of their respective federal taxpayer identification numbers ("TIN") or Social Security Numbers to the Closing Agent. If SELLER applies for a withholding certificate but the application is still pending as of the Closing, PURCHASER agrees to place the 10% tax in escrow at SELLER'S expense to be disbursed in accordance with the final determination of the IRS, provided SELLER so requests and gives PURCHASER notice of the pending application in accordance with Section 1445 and the implementing regulations. In the event PURCHASER does not pay sufficient cash at Closing to meet the withholding requirement, SELLER shall deliver to PURCHASER at Closing the additional cash necessary to satisfy the requirement. PURCHASER shall timely disburse the funds to the IRS, and provide SELLER with copies of the tax forms and receipts.

SECTION 15. ENFORCEMENT OF AGREEMENT. In the event of any litigation necessary to enforce the terms and conditions of this agreement, the parties agree that venue for any such proceeding shall be in Seminole County Florida; that this agreement shall be construed according to the laws of the State of Florida, United States of America; and that the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, shall have jurisdiction of any such dispute; that such proceeding shall be by non-jury trial



and the parties expressly waive their right to jury trial in the event of any such proceeding; and that each party shall bear its own attorney's fees and costs related to any such proceeding, except where such attorney's fees are awardable to the prevailing party by Florida Statutes.

SECTION 16. ENTIRE AGREEMENT. It is understood and agreed that this written contract, constitutes the entire agreement between the parties hereto, and that no oral statements or promises, and no understandings not embodied in this writing, shall be valid or binding.

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

 Witness

 Print Name

 Witness

 Print Name

By: _____
 KAHLIL SCHMIDT, Surviving Heir
 of Hannah Elizabeth Abieses
 Schmidt and Freidrich Guenter
 Schmidt

Date: _____

[ATTESTATIONS CONTINUED ON PAGE 9 OF 9]



Witness

Print Name

Witness

Print Name

By: _____
FRANZISKA SCHMIDT, Surviving
Heir of Hannah Elizabeth Abieses
Schmidt and Freidrich Guenter
Schmidt

Date: _____

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 their _____, 20____
regular meeting.

County Attorney
MGM 8/22/08
P:\Users\Legal Secretary CSB\Administrative Services\Land Sale & Purchase Agreement - Lane.doc