


WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

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MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: August 25, 2014

**RE: S.R. 429 Wekiva Parkway, Project 429-201; Parcel 801 (Connelly)
Real Estate Purchase Agreement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a Real Estate Purchase Agreement between Patrick R. Connelly (the "Owner") and the Central Florida Expressway Authority ("CFX") for the acquisition of Parcel 801 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-201.

DESCRIPTION and BACKGROUND:

Parcel 801 is a vacant tract that consists of approximately 1,025 square feet of land located at the southwest corner of Plymouth Sorrento Road and Southfork Drive in unincorporated Orange County, Florida. The Taking is for perpetual easement rights. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is Rural/Agricultural and is within the Rural Service Area and Joint Planning Area with the City of Apopka. There are no improvements located within the Taking. See attached Exhibit "A."

CFX's appraisal of Parcel 801 was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of June 5, 2014. Mr. MacMillan estimated the value of Parcel 801 to be \$4,900.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for assemblage with the adjacent 5.920 acre tract of land to the south. A copy of the appraisal was provided to the Owner.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 801. The parties have conditionally accepted a Real Estate Purchase Agreement ("Purchase Agreement"), subject to Right of Way Committee recommendation and final CFX Board approval. Under the Purchase Agreement, CFX would pay the Owner the sum of \$5,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 801. A copy of the Purchase Agreement is attached hereto as Exhibit "B."

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 801 (Connelly)
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Acceptance of the proposed Real Estate Purchase Agreement is recommended and is in CFX's best interest. It will eliminate further risk and unnecessary expenses that CFX will ultimately incur if it is required to file a condemnation action to acquire Parcel 801. Filing a condemnation action will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092.

RECOMMENDATION:

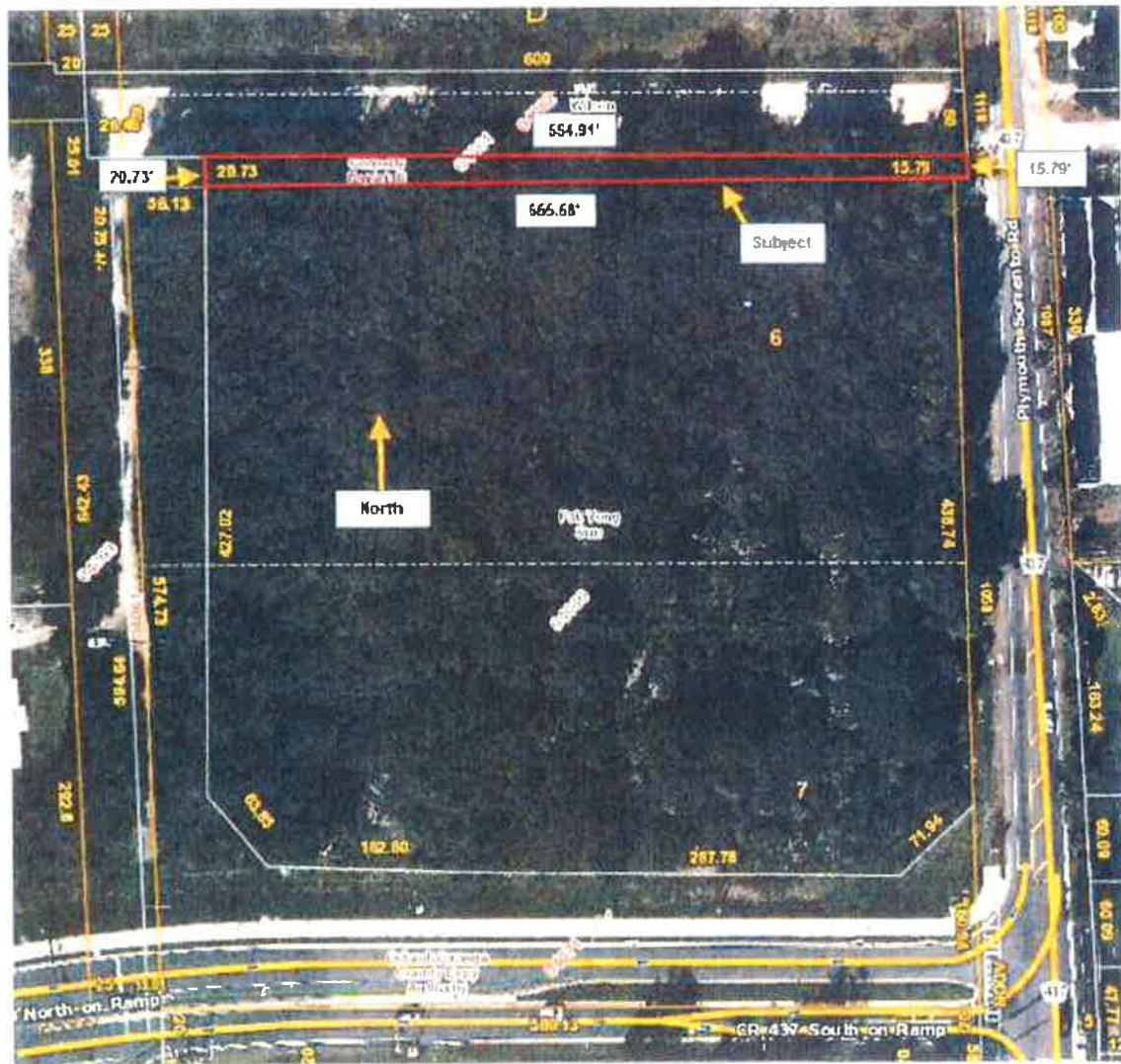
The proposed settlement was recommended for Board approval by the Right of Way Committee at the September 4, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of \$5,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 801.

ATTACHMENTS:

Exhibit A - Aerial of Parcel 801
Exhibit B - Purchase Agreement

Parcel: 801
Project: 429-201

Aerial of Subject with Property Dimensions



PURCHASE AGREEMENT

PROJECT: 429 - 201
 STATE ROAD NO.: 429
 PROJECT NAME: Wekiva Parkway
 COUNTY: Orange
 PARCEL NO.: 801

Seller: Patrick R. Connelly

Buyer: The Central Florida Expressway Authority ("Expressway Authority")

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Estate being purchased: ☐ Fee Simple ☒ Permanent Easement ☐ Temporary Easement ☐ Leasehold
- (b) Real property described as: See Attached Exhibit "A"
- (c) Personal property: None
- (d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land	1	\$	5,000.00
Improvements	2	\$	0.00
Real Estate Damages	3	\$	0.00
(Severance/Cost-to-Cure)			

Total Real Property 4. \$ 5,000.00

(b) Total Personal Property 5. \$ 0.00

(c) Fees and Costs

Attorney Fees	6.	\$	0.00
Appraiser Fees	7.	\$	0.00

 Fees (s) 8. \$

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total of Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 5,000.00

(f) Portion of Total Purchase Price to be paid to
 Seiler by Expressway Authority at Closing \$ 0.00

(g) Portion of Total Purchase Price to be paid to Seller
 by Expressway Authority upon surrender of possession \$ 0.00



III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.
- (h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority.

- ☒ There is an addendum to this agreement. Page 4 is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract.

This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119.0711, *Florida Statutes* (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in **Section VII** of this agreement.

Seller: Patrick R. Connelly

Buyer: Central Florida Expressway Authority

Patrick R Connelly 8/22/14
Signature Date

BY: [Signature] 8/22/14
Signature Date

Patrick R Connelly
Type or print name

[Signature]
Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this ____ day of _____, 20__

WITNESSES:

Print Name _____

Print Name _____

APPROVED AS TO FORM FOR EXECUTION BY A
SIGNATORY OF THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Legal Counsel

By _____

Date _____

"EXPRESSWAY AUTHORITY"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A body politic and corporate, and an agency of the state,
under the laws of the State of Florida,

By _____

Print Name _____

Title _____

Central Florida Expressway Authority

ADDENDUM TO PURCHASE AGREEMENT

PROJECT: 429 – 201
 STATE ROAD NO: 429
 PROJECT NAME: Wekiva Parkway
 COUNTY: Orange
 PARCEL NO: 801

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **Patrick R. Connelly**, Seller, and **The Central Florida Expressway Authority ("Expressway Authority")**, Buyer for the use and benefit of the Expressway Authority, for the above-referenced project.

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.

Funds shall be made payable and will be issued according to the Seller and/or their representatives.

1. Funds in the amount of \$5,000.00 shall be made payable to Patrick R. Connelly.

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

Seller(s): Patrick R. Connelly

Patrick R Connelly
 Signature
 By: Patrick R. Connelly
 Type or print name and title

8/22/14
 Date

Buyer: The Central Florida Expressway Authority

Joseph A. Berens
 Signature
 Print Name: Joseph A. Berens
 Title: VP Finance

8/25/14
 Date

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-201

PARCEL NO. 801
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 20.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°36'47" WEST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN NORTH 00°07'25" EAST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,025 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: DECEMBER 12, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 801



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE (407) 732-6965

LAND SURVEYOR BUSINESS LICENSE NO. 6596

SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

P.O.C.
SWE CORNER OF
SECTION 131-2028
END 6"x6" CM
WITH 3/4" IP BROKEN
NO IDENTIFICATION
CCR 41727

NE CORNER OF
THE SE 1/4 OF
SECTION 36, T20N
R10E S26E CM
NO IDENTIFICATION
COW 50251

VACATED R/W
FILED BOOK 196 PAGE 467
W LINE OF SW 1/4
APPROXIMATE
CITY LIMITS
RANGE 27 E LINE

RANGE 27 E
T.L. SMITH ROAD
(PLATTED SORRENTO AVENUE)

NOV 14 21 32 2649 '81

RANGE 28 E

P. O. B.

PERMANENT EASEMENT LINE

LOT 7

P.O.B.

801
PERMANENT
EASEMENT

PERMANENT EASEMENT LINE
500'07'25"W 20.28'(C)
801 DETAIL
NOT TO SCALE

SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

EASEMENT AREA = 1.025 SQ FEET±

Scale: 1" = 100'

SOUTH FORK DRIVE - PRIVATE

[illegible]

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: DECEMBER 12, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-201
PARCEL NO. 801



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401

SUITE 2401
LAKE MARY FLORIDA 32746
VOICE (407) 732-6965

LAND SURVEYOR BUSINESS LICENSE NO 6556

SKETCH OF DESCRIPTION

EXHIBIT "A"

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LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
DB	= DEED BOOK	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		SR	= STATE ROAD

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 02°14'21" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS		PMM	02/05/2014	I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, A TRUE AND CORRECT STATEMENT OF THE FACTS AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 49, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO CHAPTER 492 OF THE FLORIDA STATUTES, SUBJECT TO JUDICIAL NOTATION FOLLOW HEREON.
REVISED PER COMMENTS		PMM	01/27/2014	
REVISION		BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 LAND SURVEYOR BUSINESS LICENSE NO. 6556
DATE: DECEMBER 17, 2013		OOCEA PROJECT NO. 429-201		
PROJECT NO.: H20-01		PARCEL NO. 801		
DRAWN: PMM CHECKED: JMS				