PURCHASE AGREEMENT

Multiple Parcels

STATE OF FLORIDA	
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between JUDITH ANN WEYERS, f/k/a JUDITH ANN BIESBOER, a single woman, whose address is 5358 Orange Blvd., Sanford, Florida 32771-8660, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See Parcel 126 as described and depicted on the attached Exhibit "A" for Fee Simple legal description and sketch (The "Fee Property")

See Parcel 826 as described and depicted on the attached Exhibit "B" for Drainage Easement legal description and sketch (The "Easement Property")

(Collectively, the "Property").

Parcel I. D. Number: 16-19-30-5AB-2500-001A

II. CONVEYANCE AND PURCHASE PRICE

(a) For the above referenced project, OWNER shall sell and convey the Fee Property by Warranty Deed and the Easement Property by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees,

expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

- (b) COUNTY is responsible for the following closing costs: recording fee for Warranty Deed and Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and 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 is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.
- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.
- (e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Warranty Deed and Drainage Easement described in Item II.(a) above are not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2022).

III. CONDITIONS

- (a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.
- (b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.
- (c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.
- (d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

- (e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a warranty deed or easement, respectively.
- (f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2022), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.
- (g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.
- (h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- (i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.
- (j) OWNER shall indemnify and save 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 to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.
- (k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.
- (l) OWNER states that 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 COUNTY

that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

- (m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.
 - (n) This Agreement is not assignable.
- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) Except as provided in Item III(q) below, with respect to the Property and all areas immediately adjacent to the Property on the Property, COUNTY shall construct its improvements in substantial conformity with the Construction Plans for the Orange Boulevard Improvement Project CIP No. 01785303, a copy of which is attached to and incorporated in this Agreement by reference as Exhibit "C" (the "Plans"). If COUNTY changes the use of the Property to be in non-conformity with the Plans or if COUNTY otherwise does not substantially comply with the Plans, then OWNER will have the same remedies as would have been afforded to OWNER had the case been resolved by verdict with the Plans having been made a part of the record at trial. Central & Southern Florida Flood Control District v. Wye River Farms, Inc., 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975) (when plans and specification for construction of a public project are in evidence, the condemnor is bound by them and the issues as to damages are framed by them).
- (q) Regardless of whether it is depicted on the Plans, a water-line stub-out to service the Property will be installed as part of the construction of the above referenced project.
- (r) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

[Balance of this page intentionally blank; signatory page continues on Page 5.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

[Balance of this page intentionally blank; signatory page continues on Page 6.]

Road Project: Orange Blvd Improvement Project - Parcel 126/826 Parcel Address: 5358 Orange Blvd., Sanford Florida 32771-8660

Owner Name: Judith Ann Weyers, f/k/a Judith Ann Biesboer

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA					
	By:					
GRANT MALOY	By: Amy Lockhart, Chairman					
Clerk to the Board of						
County Commissioners of						
Seminole County, Florida.	Date:					
For the use and reliance of	As authorized for execution by the Board of					
Seminole County only.	County Commissioners at its, 2023, regular meeting.					
Approved as to form and legal sufficiency.						
County Attorney						
Attachment:						
Exhibit "A" - Legal Description and	Sketch Sketch					

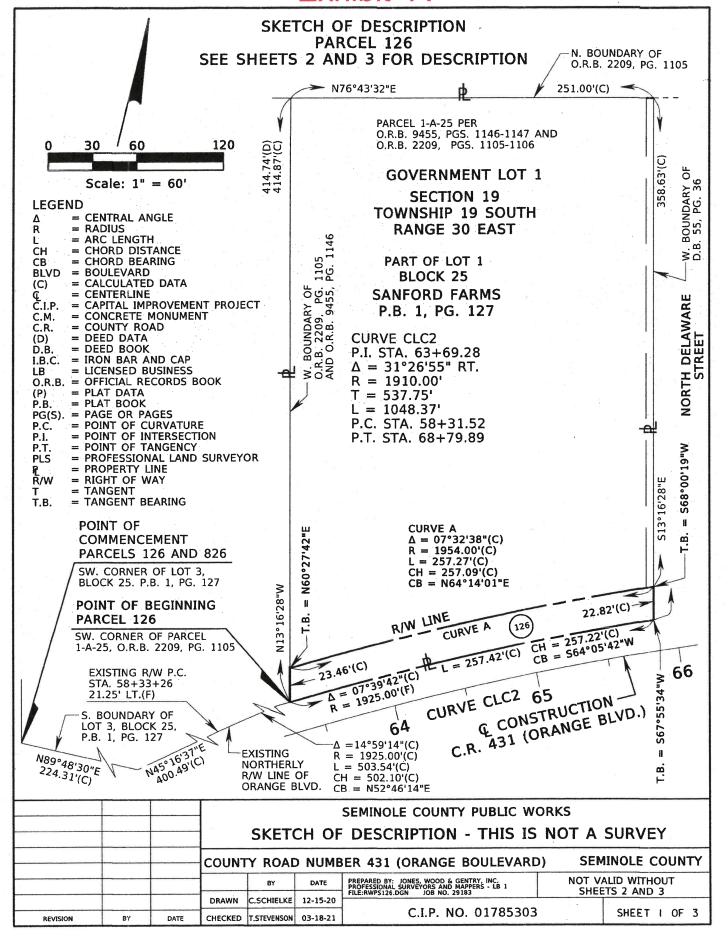
DGS/dsk

Date 12/20/22
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Biesboer-Weyers\Purchase Agreement - Deed - Multiple Parcels.docx

Exhibit "B" - Legal Description and Sketch

Exhibit "C" - Construction Plans

Exhibit "A"



LEGAL DESCRIPTION PARCEL 126 SEE SHEET 1 FOR SKETCH

PARCEL No.126 RIGHT OF WAY

A parcel of land lying in Government Lot 1, of Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 2209, Page 1105 and Official Records Book 9455, Page 1146, of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 3 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County, Florida, and run North 89°48′30″ East, 224.31 feet along the South boundary of said Lot 3 to a point on the existing Northerly right of way line of Orange Boulevard; thence North 45°16′37″ East, 400.49 feet along said existing Northerly right of way line to the beginning of a circular curve to the right, concave Southeasterly and having a radius of 1925.00 feet; thence Northeasterly, 503.54 feet along said existing Northerly right of way line and the arc of said curve through a central angle of 14°59'14", with a chord distance of 502.10 feet and a chord bearing of North 52°46'14" East, to the Southwest corner of the lands described as Parcel 1-A-25 and recorded in Official Records Book 2209, Page 1105, of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence North 13°16'28" West, 23.46 feet along the West boundary of said lands, to a point on the arc of a circular curve to the right, concave Southeasterly and having a radius of 1954.00 feet; thence from a tangent bearing of North 60°27'42" East, run Northeasterly, 257.27 feet along the arc of said curve through a central angle of 07°32'38", with a chord distance of 257.09 feet and a chord bearing of North 64°14'01" East, to the end of said curve and a point on the West boundary of the lands described and recorded in Deed Book 55, Page 36, of the aforesaid Public Records; thence South 13°16'28" East, 22.82 feet along said West boundary to a point on the aforesaid existing Northerly right of way line of Orange Boulevard, said point being on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1925.00 feet; thence from a tangent bearing of South 67°55'34" West, run Southwesterly, 257.42 feet along the arc of said curve and existing Northerly right of way line, through a central angle of 07°39'42", with a chord distance of 257.22 feet and a chord bearing of South 64°05'42" West, returning to said POINT OF BEGINNING.

Containing: 5796 Square Feet, more or less.

			SEMINOLE COUNTY PUBLIC WORKS LEGAL DESCRIPTION - THIS IS NOT A SURVEY									
			COUNT	Y ROAL	NUME	BER 431 (ORANGE BOULEVARD) SEM	IINOLE COUNTY				
	ļ			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWP5126.DGN JOB NO. 29183		ALID WITHOUT TS 1 AND 3				
<			DRAWN	C.SCHIELKE	12-15-20							
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303 SHEET 2 OF						

LEGAL DESCRIPTION PARCEL 126 SEE SHEET 1 FOR SKETCH

SURVEYOR'S NOTES:

- 1. Bearings shown hereon are based on the South Boundary of Lot 3, Block 25, P.B. 1, Pg 127, Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being North 89°48'30" East.
- 2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

J. THOMAS STEVENSON - PLS FLORIDA REGISTRATION NUMBER 4460 JONES, WOOD & GENTRY, INC. - LB 1 9645 EAST COLONIAL DRIVE - SUITE 114 ORLANDO, FLORIDA 32817

Thomas

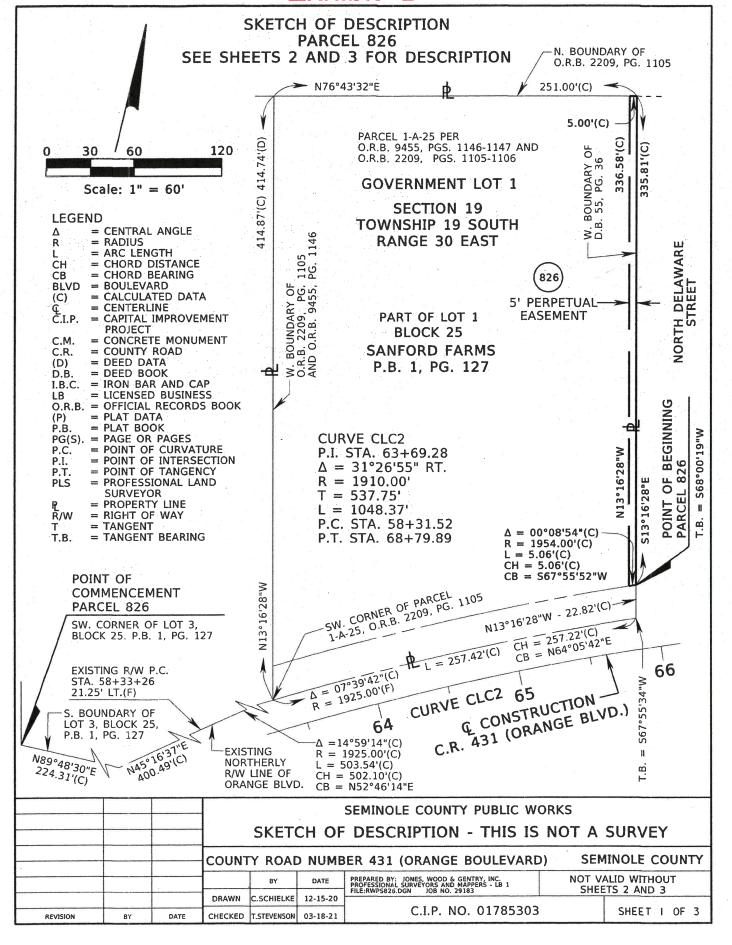
ORLANDO, FLORIDA 32817 TELEPHONE: 407-898-7780 DATE: MARCH 18, 2021

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



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			-	SEMINOLE COUNTY PUBLIC WORKS											
				LEGAL DESCRIPTION - THIS IS NOT A SURVEY											
			COUNT	TY ROAL	NUME	ER 431 (ORANGE BOULEVARD) SEM	IINOLE COUNTY							
	 			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS126.DGN JOB NO. 29183		ALID WITHOUT							
			DRAWN	C.SCHIELKE	12-15-20			,							
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303 SHEET 3									

Exhibit "B"



LEGAL DESCRIPTION PARCEL 826 SEE SHEET 1 FOR SKETCH

PARCEL No. 826 PERPETUAL EASEMENT

A parcel of land lying in Government Lot 1, of Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 2209, Page 1105 and Official Records Book 9455, Page 1146, of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 3 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County, Florida, and run North 89°48'30" East, 224.31 feet along the South boundary of said Lot 3 to a point on the existing Northerly right of way line of Orange Boulevard; thence North 45°16'37" East, 400.49 feet along said existing Northerly right of way line to the beginning of a circular curve to the right, concave Southeasterly and having a radius of 1925.00 feet; thence Northeasterly, 503.54 feet along said existing Northerly right of way line and the arc of said curve through a central angle of 14°59'14", with a chord distance of 502.10 feet and a chord bearing of North 52°46'14" East, to the Southwest corner of the lands described as Parcel 1-A-25 and recorded in Official Records Book 2209, Page 1105, of the Public Records of Seminole County, Florida; thence continue Northeasterly, 257.42 feet along said existing Northerly right of way line the arc of said curve having said radius of 1925.00 feet through a central angle of 07°39'42", with a chord distance of 257.22 feet and a chord bearing of North 64°05'42" East, to a point on the West boundary of the lands described and recorded in Deed Book 55, Page 36, of said Public Records of Seminole County, Florida; thence North 13°16'28" West, 22.82 feet along said West boundary to a point on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1954.00 feet, for the POINT OF BEGINNING; thence from a tangent bearing of South 68°00'19" West, run Southwesterly, 5.06 feet along the arc of said curve through a central angle of 00°08'54", with a chord distance of 5.06 feet and a chord bearing of South 67°55'52" West, to a point; thence North 13°16'28" West, 336.58 feet to a point on the North boundary of the aforesaid lands described and recorded on Official Records Book 2209, Page 1105; thence North 76°43'32" East, 5.00 feet along said North boundary to a point on the aforesaid West boundary of the lands described and recorded in Deed Book 55, Page 36; thence South 13°16'28" East, 335.81 feet along said West boundary, returning to said POINT OF BEGINNING.

Containing: 1681 Square Feet, more or less.

			SEMINOLE COUNTY PUBLIC WORKS LEGAL DESCRIPTION - THIS IS NOT A SURVEY									
		-	COUNT	Y ROAL	NUME	BER 431 (ORANGE BOULEVARE) SEM	IINOLE COUNTY				
				BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWP5126.DGN JOB NO. 29183		ALID WITHOUT TS 1 AND 3				
			DRAWN	C.SCHIELKE	12-15-20							
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303 SHE		SHEET 2 OF 3				

LEGAL DESCRIPTION PARCEL 826 SEE SHEET 1 FOR SKETCH

SURVEYOR'S NOTES:

- 1. Bearings shown hereon are based on the South Boundary of Lot 3, Block 25, P.B. 1, Pg 127, Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being North 89°48′30″ East.
- 2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

J. THOMAS STEVENSON - PLS FLORIDA REGISTRATION NUMBER 4460 JONES, WOOD & GENTRY, INC. - LB 1 9645 EAST COLUMN 22817

ORLANDO, FLORIDA 32817 TELEPHONE: 407-898-7780 DATE: MARCH 18, 2021

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



			SEMINOLE COUNTY PUBLIC WORKS LEGAL DESCRIPTION - THIS IS NOT A SURVEY								
	 	ě	COUNT	Y ROAL	NUME	BER 431 (ORANGE BOULEVARD) SEM	MINOLE COUNTY			
				BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS826.DGN JOB NO. 29183		ALID WITHOUT ETS 1 AND 2			
			DRAWN	C.SCHIELKE	12-15-20						
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303	SHEET 3 OF 3				

CONTRACT PLANS COMPONENTS

ROADWAY PLANS SIGNING AND PAVEMENT MARKING PLANS LANDSCAPING PLANS STRUCTURE PLANS

INDEX OF ROADWAY PLANS

INDEA OF ACADWAI FLANS	SHEET DESCRIPTION	KEY SHEET	SIGNATURE SHEET	SUMMARY OF PAY ITEMS	DRAINAGE MAP	TYPICAL SECTIONS	SUMMARY OF DRAINAGE STRUCTURES	GENERAL NOTES/SURVEY CONTROL	ROADWAY PLAN & PROFILE	DRAINAGE STRUCTURES	POND DETAILS	POND CROSS SECTIONS	DRAINAGE DETAIL	CROSS SECTIONS	STORMWATER POLLUTION PREVENTION	TRAFFIC CONTROL PLAN	UTILITY ADJUSMENTS	SUMMARY OF VERIFIED UTILITES	SUMMARY OF QUANTITIES	SOUTH STIENES	אייייטלי דוטל ואייטאטע
INDEA OF A	SHEET NO.	1	2	2.4	3-10	11-15	16A-34C	35	36-65	66-148	149-159	160-169	170-172	173-289	290-291	292-402	403-417	418-419	50-1 - 50-27	*1.00	7-40

PLAN

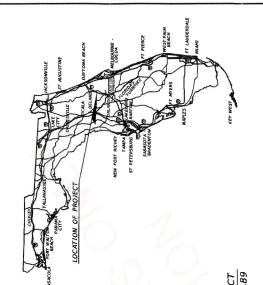
* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

EXHIBIT "C"

SEMINOLE COUNTY PUBLIC WORKS

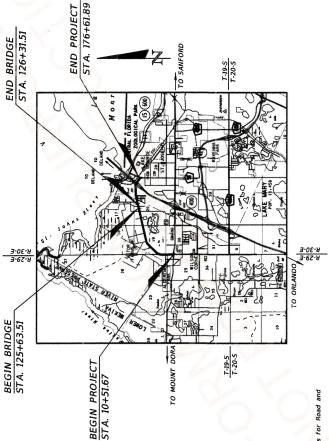
CONTRACT PLANS

FROM SR 46 TO MONROE ROAD (CR 15) ORANGE BOULEVARD (CR 431) CIP NO. 01785303



END BRIDGE

100% SUBITTAL (MARCH 2021) NOT FOR CONSTRUCTION PRELIMINARY



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following wesbite: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, Jan 2021 Standard Specifications for Road and Bridge Construction at the following website: http://www.fobc.gov/programmanagement/Impermented/SpecBooks

CONTRACT NO.: C9R61 VENDOR NO.: 52-0963531 CERTIFICATE OF AUTHORIZATION NO.: 5917

COUNTY PROJECT MANAGER:

RICKY LY, P.E.

SHEET NO.	I
FISCAL YEAR	22
CONSTRUCTION CONTRACT NO.	

