

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **DAVID J. VOBORNIK & GAYLE C. KING**, whose address is 681 Coach Light Drive, Fern Park, Florida 32730, 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 public purposes, specifically to expand its adjacent water treatment facility in order to accommodate current and future growth and demand within 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

BEGIN AT THE NORTHERN MOST CORNER OF LOT 2, BLOCK 10, INDIAN HILLS, UNIT 2, AS RECORDED IN PLAT BOOK 14, PAGE BO OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 4°44'30" WEST 252.41 FEET; THENCE RUN SOUTH 70°23'43" WEST 240 FEET TO THE EASTERLY LINE OF A SEMINOLE COUNTY DRAINAGE EASEMENT; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF WILSHIRE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 969, PAGES 0207 THROUGH 0209, SEMINOLE COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF WILSHIRE BOULEVARD TO A POINT NORTH 3 58'10" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 3 5s 10" EAST 350.22 FEET TO THE POINT OF BEGINNING.

Parcel I. D. Numbers: 20-21-30-300-0010-0000 (hereinafter, the “Property”).

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00). The purchase price

constitutes full and complete consideration to be paid by COUNTY to OWNER for the conveyance of the Property. OWNER acknowledges that, except as expressly set forth in this Agreement, no additional compensation, costs, or fees of any kind shall be due from COUNTY in connection with this transaction.

(b) COUNTY is responsible for the following closing costs: recording fee for Warranty Deed, 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, and all documentary stamp taxes required on the deed. 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) The closing agent for this transaction shall be Munizzi Law Firm. The primary contact shall be Casey Yokum, reachable at (407)-507-5500. The closing agent shall be responsible for coordinating closing and disbursement of funds.



III. CONDITIONS

(a) Title Contingency and Cure. This Agreement is expressly contingent upon COUNTY's receipt of clear, marketable, and insurable title to the Property, as determined in COUNTY's sole discretion. COUNTY shall have the right to obtain a title commitment and, upon receipt, shall notify OWNER in writing of any objections to the title ("Title Objections") within ten (10) days thereafter. OWNER shall have fifteen (15) days after receipt of COUNTY's Title Objections to cure such Title Objections. If title defects exist that cannot be cured within the time allowed for closing, COUNTY may: (i) extend the cure period; (ii) waive any Title Objections and proceed to closing; or (iii) terminate this Agreement without penalty. The Closing Deadline shall be extended as reasonably necessary to allow for completion of the title objection and cure process.

(b) Closing Deadline. Closing shall occur within forty-five (45) days after execution of this Agreement by the Chairman of the Seminole County Board of County Commissioners, unless extended in writing by the parties. OWNER agrees to execute closing documents within seven (7) days after notification that closing is ready.

(c) Payment. 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.

(d) Condition of Property. OWNER represents that the Property is vacant, that no leases, tenancies, or possessory interests exist, and that no unrecorded rights or claims exist affecting the Property. 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.

(e) Surrender of Property. OWNER shall deliver possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(f) Warranty. 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.

(g) 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 (2025), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(h) Real Estate License Disclosure. Pursuant to Chapter 475, Florida Statutes, the parties acknowledge and agree that David J. Vobornik, one of the OWNERS, is a licensed Florida real estate agent. OWNER represents that such licensure has been disclosed as required by law and that no brokerage relationship is created with COUNTY as a result of this transaction.

(i) Inspections. COUNTY shall have a period of thirty (30) days after the Effective Date (the "Inspection Period") to conduct inspections of the Property. Upon reasonable notice to OWNER, COUNTY shall have the right to enter the Property and perform any and all inspections, including environmental studies and testing, to determine the existence of environmental or hazardous materials or other conditions affecting the Property.

COUNTY shall use properly licensed and insured inspectors. COUNTY shall be responsible for the cost of its inspections and shall repair any damage to the Property caused by such inspections, restoring the Property to substantially the same condition as existed prior to such inspections, reasonable wear and tear excepted. COUNTY shall be solely responsible for its activities conducted on the Property, and OWNER shall not be considered an agent or employee of COUNTY for any purpose.

COUNTY shall the right to terminate this Agreement, in its sole discretion, at any time prior to the expiration of the Inspection Period, upon written notice to OWNER.

(j) Indemnification. 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) 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 (2025), as this statute may be amended from time to time, relating to ethics in government.

(l) 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.

(m) This Agreement is not assignable.

(n) 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.

(o) This Agreement shall become effective upon execution by COUNTY (the "Effective Date"). If COUNTY does not execute this Agreement on or before May 13, 2026, this Agreement shall automatically terminate and be of no further force or effect unless otherwise agreed in writing by the parties.



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

ATTEST:

DAVID J. VOBORNIK, Owner

Signature

By: _____

Print Name

Date

Signature

Print Name

ATTEST:

GAYLE C. KING, Owner

Signature

By: _____

Print Name



Date

Signature

Print Name

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

Project: Vobornik & King - Parcel 20-21-30-300-0010-0000

Parcel Address: Willshire Boulevard

Owner Name: David J. Vobornik & Gayle C. King

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



GLK/kly
4/17/2026 5/1/26
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