

**PURCHASE AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **JOANNE P. KINGSLAND**, as Trustee of the Declaration of Trust of the Richard and Joanne Kingsland Family Trust, dated March 18, 2002, whose address is 261 North Goldenspur Way, Orange, California 92869-4429, 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 temporary construction easement 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 a temporary construction easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the “Property”).

Parcel I. D. Number: 20-21-31-300-001A-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey to COUNTY an easement on the Property for the above-referenced project by a Temporary Construction Easement for a term of five (5) years from the date of commencement of the above-described Road Project, free of all liens and encumbrances, for the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). This amount includes all compensation due 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 the Temporary Construction 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, if any, 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 Temporary Construction Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

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 temporary construction easement.

(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 (2025), 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 (2025), 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) 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.

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

WITNESSES.

Witness

Joseph Deschenes

Print Name

Witness

Veronica Wilhelm

Print Name

Joanne P. Kingsland TTE
JOANNE P. KINGSLAND

02/25/2026

Date

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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 _____,
20__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



Attachment:
Exhibit A – Legal Description and Sketch

LEGAL DESCRIPTION

Exhibit "A"

A parcel of land located in the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 21 South, Range 31 East, Seminole County, Florida, being a portion of the lands described in Official Records Book 8100, Page 1150 of the Public Records of Seminole County, Florida, and being more particularly described as follows:

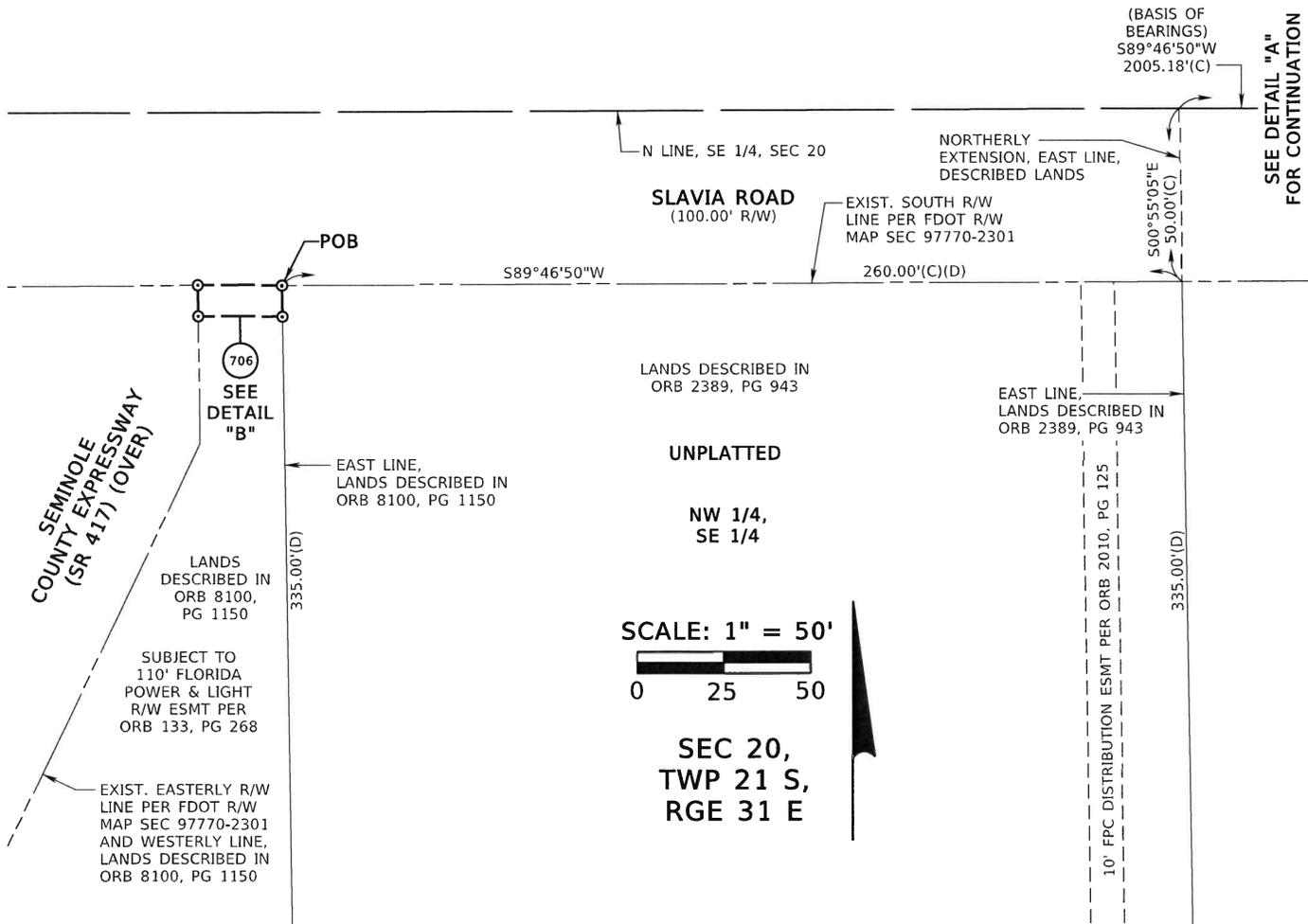
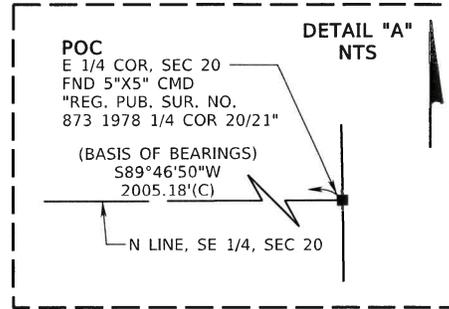
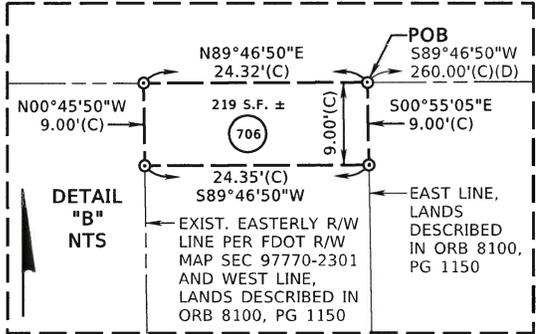
Commence at a found 5-inch by 5-inch concrete monument with disk stamped "REG. PUB. SUR. NO. 873 1978 1/4 COR 20/21" marking the East 1/4 corner of Section 20, Township 21 South, Range 31 East, Seminole County, Florida; thence run South 89°46'50" West along the North line of the Southeast 1/4 of said Section 20, a distance of 2005.18 feet to a point on the Northerly extension of the East line of lands described in Official Records Book 2389, Page 943 of said Public Records; thence departing said North line, run South 00°55'05" East along said Northerly extension, a distance of 50.00 feet to a point on the existing South Right of Way line of Slavia Road, a 100.00 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map Section 97770-2301; thence departing said Northerly extension, run South 89°46'50" West along said South Right of Way line, a distance of 260.00 feet to a point on the East line of lands described in Official Records Book 8100, Page 1150 of said Public Records for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 00°55'05" East along said East line, a distance of 9.00 feet to a point on a line lying 9.00 feet Southerly of and parallel with said South Right of Way line; thence departing said East line, run South 89°46'50" West along said parallel line, a distance of 24.35 feet to a point on the existing Easterly Right of Way line of Seminole County Expressway (State Road 417), a varied width Right of Way as shown on said Florida Department of Transportation Right of Way Map Section 97770-2301 and the West line of said lands described in Official Records Book 8100, Page 1150; thence departing said parallel line, run North 00°45'50" West along said Easterly Right of Way line and said West line, a distance of 9.00 feet to a point on aforesaid South Right of Way line of Slavia Road; thence departing said Easterly Right of Way line and said West line, run North 89°46'50" East along said South Right of Way line, a distance of 24.32 feet to the POINT OF BEGINNING.

Containing 219 square feet, more or less.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR CERTIFICATION & LEGEND

DATE	OCTOBER 15, 2025	 CERTIFICATION OF AUTHORIZATION No. LB 8011 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 706
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		SLAVIA ROAD SEMINOLE COUNTY C.I.P. 01785146	SCALE: N/A
DEWBERRY PROJECT NO.	50140689			SHEET 1 OF 3
REVISION	BY	DATE		

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR CERTIFICATION & LEGEND

DATE	OCTOBER 15, 2025	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	50140689	
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SLAVIA ROAD
SEMINOLE COUNTY
C.I.P. 01785146

PARCEL
706

SCALE: 1"=50'

SHEET 2 OF 3

SKETCH OF DESCRIPTION

LEGEND & ABBREVIATIONS

AC.	= ACRES	ORB	= OFFICIAL RECORDS BOOK
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PKD	= PARKER-KALON NAIL AND DISK
CMD	= CONCRETE MONUMENT W/ DISK	PG	= PAGE / PAGES
COR	= CORNER	PI	= POINT OF INTERSECTION
CR	= COUNTY ROAD	POB	= POINT OF BEGINNING
(C)	= CALCULATED DISTANCE	POC	= POINT OF COMMENCEMENT
(D)	= DEED DISTANCE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
DB	= DEED BOOK	(P)	= PLAT
ESMT	= EASEMENT	RGE	= RANGE
EXIST.	= EXISTING	RT	= RIGHT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	= RIGHT OF WAY
FND	= FOUND	SC	= SEMINOLE COUNTY
FPC	= FLORIDA POWER CORPORATION	SEC	= SECTION
F.P.	= FINANCIAL PROJECT	SR	= STATE ROAD
(F)	= FIELD DISTANCE	SRD	= STATE ROAD DEPARTMENT
ID	= IDENTIFICATION	STA.	= STATION
IRC	= IRON ROD WITH CAP	S.F.	= SQUARE FEET
LB	= LICENSED SURVEY BUSINESS	TCE	= TEMPORARY CONSTRUCTION EASEMENT
MND	= MAG NAIL AND DISK	TWP	= TOWNSHIP
ND	= NAIL AND DISK	W/	= WITH
NO.	= NUMBER	±	= MORE OR LESS
NTS	= NOT TO SCALE	⊙	= CHANGE IN DIRECTION
N/A	= NOT APPLICABLE	— — — — —	= SAME PROPERTY OWNER
		— — — — —	= R/W LINE

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS TO COMMITMENT NO. 1384360A2, EFFECTIVE DATE OF APRIL 10, 2023.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, USING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN), DERIVING A BEARING OF SOUTH 89°46'50" WEST ALONG THE NORTH LINE OF THE SE 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 10/15/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.10.15
12:59:51 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529



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

DATE	OCTOBER 15, 2025	CERTIFICATION OF AUTHORIZATION No. LB 8011 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 706
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		SLAVIA ROAD SEMINOLE COUNTY C.I.P. 01785146	SCALE: N/A
DEWBERRY PROJECT NO.	50140689			SHEET 3 OF 3
REVISION	BY DATE			