

PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **FERINA EDWARDS**, whose address is 3350 Garbo Jack Lane, Sanford, Florida 32771-7007, 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."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a drainage 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 drainage 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: 33-19-31-502-0000-0120

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ONE THOUSAND FIVE HUNDRED AND THIRTY AND NO/100 DOLLARS (\$1,530.00). 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 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, 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 Drainage 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 drainage 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 (2024), 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 (2024), 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.

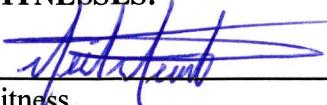
(n) This Agreement is not assignable.

(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


Print Name
NEIL NEWTON

Witness


Print Name
Edwin R. Barfield


FERINA EDWARDS

Date
12-8-25



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

Road Project: Midway Drainage Improvement Project - Parcel 1-906
Parcel Address: 3150 Hughey Street, Sanford, Florida 32771
Owner Name: Ferina Edwards
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – Legal Description and Sketch



By: _____

ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

CMP/coh
11/05/2025
T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Drainage Easement - Edwards, Ferina.docx

SKETCH OF DESCRIPTION

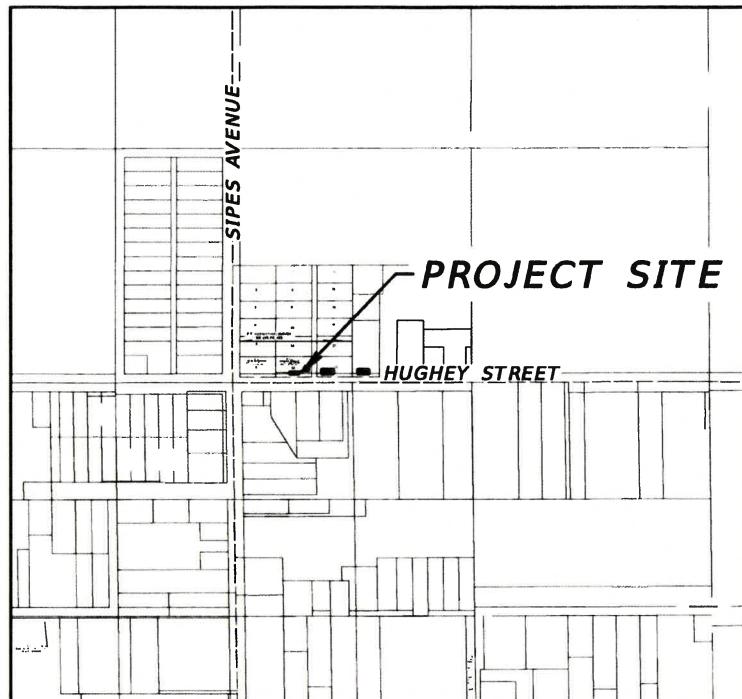
SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 33-19-31-502-0000-0120

EASEMENT NO./SEARCH NO. - 906/_____

Exhibit "A"



LOCATION MAP

LEGEND:

AE = ACCESS EASEMENT
AVE. = AVENUE
CB = CHORD BEARING
CD = CHORD DISTANCE
DE = DRAINAGE EASEMENT
F = FIELD
INT. = INTERSECTION
L = LENGTH
L1 = LINE #1
M = MEASURED
M.O. = MONUMENTED & OCCUPIED
NR = NON-RADIAL
NT = NON-TANGENT CURVE
ORB = OFFICIAL RECORDS BOOK
O.R. = OFFICIAL RECORDS BOOK
PG = PAGE
PB = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PCC = POINT OF COMPOUND CURVATURE
PC = POINT OF CURVATURE
POC = POINT ON CURVE
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
(R) = RADIAL LOT LINE
R = RADIUS
RP = RADIUS POINT
RW = RIGHT OF WAY
R/W = RIGHT OF WAY
COR. = CORNER
SEC. = SECTION
DR. = DRIVE
ST. = STREET
N = NORTH
S = SOUTH
E = EAST
W = WEST
~ = DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.
2. Underground utilities, and/or Improvements have not been located.
3. Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.
4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.
5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

Sheet 1: Location Map, Legend, Notes, and Certification

Sheet 2: Legal Description

Sheet 3: Sketch

Digitally signed by Jack V Carper

DN: C=US, O=Unaffiliated,

dnQualifier=

A01410C000001950594701400

049F17, CN=Jack V Carper

Reason: I am the author of this

document

Location:

Date: 2025.07.23

12:51:19

-04'00"

Foxit PDF Editor Version: 13.1.4

Date: 7/11/25

Scale: 1:500

Job No.: 100080164

F.B.: N/A

Drawn By: VS

Ckd. By: JVC

Sheet: 1 of 3

Jack V
Carper

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

AtkinsRéalis

482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

SKETCH OF DESCRIPTION

SEMINOLE COUNTY

**MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-502-0000-0120
EASEMENT NO./SEARCH NO. - 906/_____**

Parcel 906 Legal Description

That part of Lot 12 of F.T. Meriwether's Survey of the West 1/2 of the South 5 acres of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 19 South, Range 31 East, Seminole County, Florida, according to the Survey shown on Deed Book 139, Page 499 of the Public Records of Seminole County, Florida,

Lying within the following Metes and Bounds description:

Commence at the intersection of the West line of the right-of-way for Sipes Avenue as shown on said F.T. Meriwether's Survey in Deed book 139, Page 499, and the North line of the right-of-way for Hughey Street as described in Official Records Book 4857, Page 693 of said Public Records of Seminole County, Florida; thence N 89° 52' 56" E along said North line of the right-of-way for Hughey Street as described in Official Records Book 4857, Page 693, and Official Records Book 4857, Page 696, for 141.18 feet to the Point of Beginning; thence N 00° 07' 04" W for 3.50 feet; thence N 89° 52' 56" E for 21.50 feet; thence S 00° 07' 04" E for 3.50 feet to a point along the aforesaid North line of the right-of-way for Hughey Street; thence S 89° 52' 56" W along said North line for 21.50 feet to the Point of Beginning.

Containing 75 Sq. Ft. more or less

Date: 7/11/25
Scale: _____
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 2 of 3



AtkinsRéalis

*482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24*

SKETCH OF DESCRIPTION

SEMINOLE COUNTY

**MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-502-0000-0120
EASEMENT NO./SEARCH NO. - 906/**

| Line Table | | |
|------------|-------------|----------|
| Line # | Direction | Distance |
| L1 | N00°07'04"W | 3.50' |
| L2 | N89°52'56"E | 21.50' |
| L3 | S00°07'24"E | 3.50' |
| L4 | S89°52'56"W | 21.50' |

F T MERIWETHERS SURVEY
DB 139, PG 499

E Line NE $\frac{1}{4}$, Sec. 32 Bearing S00°04'41"W —
SPLIES AVE

E RW Line Sipes Avenue

PARCEL:
33-19-31-502-0000-0060
SOUTH 25 FEET FOR RW PER
OR 4857.PG 693

P.O.C. 6
N89°52'56"E 141.18'

PARCEL:
33-19-31-502-0000-0120
SOUTH 25 FEET FOR RW
PER OR 4857, PG 696

12

20th ST.

NE COR., NE1/4,
NE1/4, SE1/4, Sec.
32-19-31

HUGHEY ST.

NOTES:

NOTES:
1. THIS IS NOT A SURVEY
2. Bearings are assumed and based upon the
East Line of the NE $\frac{1}{4}$ of Section 32, having a
bearing of S 00°04'41" W.

Date: 7/11/25
Scale: 1:50
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 3 of 3



482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24