

HOLDOVER AGREEMENT

THIS HOLDOVER AGREEMENT is made and entered into by and between THOMAS J. SHEIPE and MARGARET P. SHEIPE, husband and wife, whose address is 4730 Orange Boulevard, Sanford, Florida 32771, in this Agreement referred to collectively 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, OWNER owns certain real property located at 4730 Orange Boulevard, Sanford, Florida 32771, more specifically described in Section 2 below (in this Agreement referred to as “the Property”) which OWNER desires to sell to COUNTY and COUNTY desires to purchase pursuant to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, as part of the consideration for OWNER agreeing to sell OWNER’s property to COUNTY, COUNTY, after the execution and delivery of the Warranty Deed and payment of the purchase price at closing, agrees to allow OWNER to have extended possession and use of the Property for its current use of the Property as OWNER’s residence, for a period from the date of the closing in accordance with the Purchase Agreement through and including December 31, 2024; and

WHEREAS, this Holdover Agreement is an integral part of the sale and purchase of the Property; and

WHEREAS, the parties intend that OWNER’s continued occupancy and use of the Property constitute an integral part of the Purchase Agreement between the parties and are therefore excluded from the provisions of Chapter 83, Florida Statutes (2024), as this statute may be amended from time to time.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, OWNER and COUNTY agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and constitute a material part of this Agreement upon which they have relied.

Section 2. The Property. The legal description, physical address, and parcel identification number of the Property that is subject to this Holdover Agreement are as follows:

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

Parcel I. D. Number: 16-19-30-5AB-0500-002A

Property Address: 4730 Orange Boulevard, Sanford, Florida 32771

Section 3. Term. The term of this Holdover Agreement begins on the date of the closing on COUNTY's purchase of the Property pursuant to the Purchase Agreement between the parties and continues through and including December 31, 2024, unless terminated earlier as provided for in this Agreement.

Section 4. Use of the Property. For the duration of the extended possession and use period, OWNER shall not permit any new occupant or use of the Property other than its current use and occupant.

Section 5. Maintenance of the Property. OWNER is responsible for the cost of all maintenance and repair of the Property, including:

A. The interior of the building, including but not limited to plumbing, electrical and heating/AC systems, and hot water tank.

B. The exterior of the building, including paint, windows, doors, roofing systems and structural elements.

OWNER shall maintain the Property in compliance with all applicable laws, statutes, and ordinances. Although it is anticipated that the building on the Property will be demolished after possession is surrendered to COUNTY, OWNER shall maintain the Property in a state of repair sufficient for it not to become a nuisance during the term of this Holdover Agreement.

Section 6. Utilities. During the extended possession and use period, OWNER is responsible for payment of all utilities used on the Property, including but not limited to, electricity, telephone, water, and garbage and waste removal, and for payment of any utility deposits.

Section 7. Hold Harmless. OWNER shall hold harmless, indemnify and defend COUNTY, its elected officials, employees and agents from and against any and all claims, liability, loss or damage as a result of claims, demands, costs or judgments arising from or related to injury or damages of any nature, to persons or property from the use of the Property during the extended possession and use period.

Section 8. Insurance/Risk of Loss. During the extended possession and use period, OWNER shall obtain and maintain general liability insurance coverage in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per occurrence, naming COUNTY as an additional insured. This liability coverage must be primary. During the extended

possession and use period, OWNER shall bear the risk of loss for all personal and real property located on the Property. In the event that the residential structure on the Property, or a major portion of it is damaged or destroyed by fire, lightning, storm or other casualty, or is condemned by local officials, this Holdover Agreement will terminate automatically, the right to extended possession and use of the Property by OWNER will cease, and possession of the Property will be surrendered to COUNTY.

Section 9. Removal of Contents, Fixtures, and Equipment. During the extended possession and use period, OWNER may remove, at OWNER's expense, any of the contents, fixtures, and equipment from the Property. Any personal property not removed at the end of that period, will be deemed to have been abandoned by OWNER and may be retained or disposed of by COUNTY.

Section 10. Cancellation and Termination. This Holdover Agreement may be cancelled or terminated by OWNER at any time, with or without cause, upon not less than ten (10) days' written notice delivered to COUNTY or, at the option of COUNTY, immediately in the event that any of the terms of this Holdover Agreement are violated. In the event of termination or cancellation or at the expiration of this Holdover Agreement, OWNER shall deliver up and surrender possession of the Property to COUNTY.

Section 11. Captions. The captions contained in this Agreement are for convenience only and are not a part of this Holdover Agreement.

Section 12. Entire Agreement. This Holdover Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the extended possession and use of the Property are superseded by this Holdover Agreement and are of no force and effect. This Holdover Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

Section 13. No Assignment. This Holdover Agreement is not assignable.

Section 14. Applicable Law and Venue. This Holdover 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, Florida.

Section 15. Partial Invalidity. In the event that any paragraph or portion of this Holdover Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion will be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions will remain in full force and effect.

Section 16. Construction of Holdover Agreement. All parties to this Agreement acknowledge that they either have had the benefit of independent counsel with regard to this

Agreement, or had the reasonable opportunity to engage the same, and that this Agreement has been prepared as a result of the joint efforts of both parties. Accordingly, all parties agree that the provisions of this Agreement may not be construed or interpreted for or against any party to this Agreement based upon authorship.

Section 18. Effective Date. The Effective Date of this Agreement is the date of last execution by OWNER or COUNTY.

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

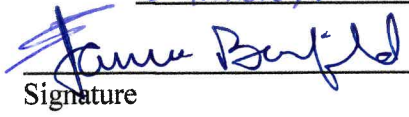
ATTEST:



Signature

Print Name: Edwin R. Barfield

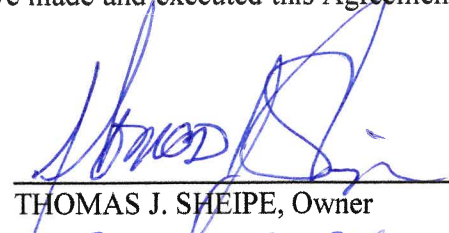
Address: 3165 McCroxy Pl.
Orlando, FL 32803



Signature

Print Name: Jamee Barfield

Address: 3165 McCroxy Place
Orlando, FL 32803

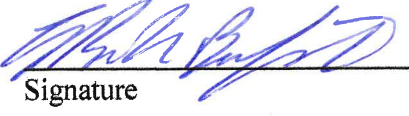


THOMAS J. SHEIPE, Owner

7-18-24

Date

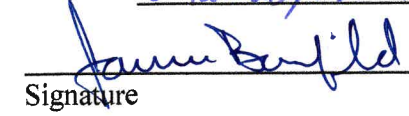
ATTEST:



Signature

Print Name: Edwin R. Barfield

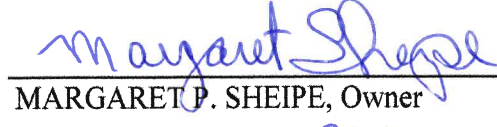
Address: 3165 McCroxy Pl.
Orlando, FL 32803



Signature

Print Name: Jamee Barfield

Address: 3165 McCroxy Place
Orlando, FL 32803



MARGARET P. SHEIPE, Owner

7-18-2024

Date

Road Project: Orange Blvd. Improvement Project - Parcel 150
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
JAY ZEMBOWER, 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

DGS/sfa
07/16/2024

Attachment:

Exhibit "A" – Legal description and sketch

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Sheipe\Holdover - Sheipe (Parcel 150).docx

Exhibit "A"

PARCEL 150 - REMAINDER PROPERTY LEGAL DESCRIPTION

All that part of Lot 7, East of (Smith) Canal being triangular in shape and that portion of Lot 2, East of (Smith) Canal, Block 5, Sanford Farms, Seminole County, Florida, according to the plat thereof, as recorded in Plat Book 1, Pages 127 and 128, of the Public Records of Seminole County, Florida.

LESS AND EXCEPT:

A parcel of land lying in Northeast 1/4 of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 2 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 6028, Pages 1854 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 4 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida, said corner being on the existing Northerly right of way line of Orange Boulevard; thence run South 76°40'37" East, 676.96 feet along said existing Northerly right of way line and the South boundary of said Block 5 of SANFORD FARMS to the Southwest corner of the lands described and recorded in Official Records Book 6028, Page 1854 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence North 00°47'08" East, 18.25 feet along the West boundary of said lands to a point; thence North 76°42'50" East, 350.59 feet to a point on the East boundary of Lot 2 of said Block 5 and said lands; thence South 00°22'07" East, 17.93 feet along said East boundaries to the Southeast corner of said lands and Lot 2, said corner also being on the aforesaid existing Northerly right of way line of Orange Boulevard; thence South 76°40'37" West, 351.02 feet along said existing right of way line and the South boundary of said lands and Lot 2, returning to said POINT OF BEGINNING.