

**PURCHASE AGREEMENT  
UTILITY EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between DAVID WILTON and ELISSA WILTON, Husband and Wife, whose address is 3581 Jericho Drive, Casselberry, Florida 32707, 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 utility 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 an utility 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: 23-21-30-502-0M00-0090

**II. CONVEYANCE AND PURCHASE PRICE**

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Utility Easement, free of liens and encumbrances, to COUNTY for the sum of TWO THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$2,180.00). 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 Utility 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 Utility 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 (2024).

### 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 utility 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 (2023), 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 (2023), 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

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness


Jamee Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Jamee Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
DAVID WILTON

4/26/2024  
\_\_\_\_\_  
Date



  
\_\_\_\_\_  
ELISSA WILTON

4/26/2024  
\_\_\_\_\_  
Date

Road Project: Howell Cove Lift Station Replacement - Parcel \_\_\_\_\_  
Parcel Address: 3581 Jericho Drive, Casselberry, Florida 32707  
Owner Name: David & Elissa Wilton

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 \_\_\_\_\_,  
20\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit A – Legal Description and Sketch



DGS/sfa  
4/11/2024

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2024\Howell Cove Lift Station Replacement\Purchase Agreement - Utility Easement - Wilton.docx

## Sketch and Description:

THIS IS NOT A SURVEY  
(PARCEL # 23-21-30-502-0M00-0090)

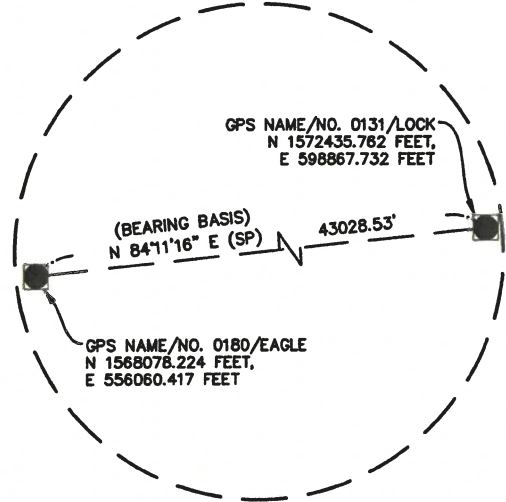
# Exhibit "A"

### Legal Description:

A PORTION OF LOT 9, BLOCK M, HOWELL COVE SECOND SECTION AS RECORDED IN PLAT BOOK 21, PAGES 84 AND 85, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 9, BLOCK M, HOWELL COVE SECOND SECTION AS RECORDED IN PLAT BOOK 21, PAGES 84 AND 85, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF JERICO DRIVE (A 50 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN S 55°15'45"E ALONG THE SOUTHWESTERLY LINE OF AFORESAID LOT 9, A DISTANCE OF 24.50 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE RUN N 34°44'15" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 34°44'15" E, A DISTANCE OF 5.00 FEET; THENCE RUN N 55°15'45" W, A DISTANCE OF 25.00 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF JERICO DRIVE, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 99.58 FEET, AND A CHORD BEARING AND DISTANCE OF N 26°21'21" E, 9.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 05°14'10" AN ARC LENGTH OF 9.10 FEET; THENCE DEPARTING SAID CURVE AND EASTERLY RIGHT-OF-WAY LINE RUN S 55°15'45" E, A DISTANCE OF 31.33 FEET; THENCE RUN S 34°44'15" W, A DISTANCE OF 14.00 FEET TO THE NORTHERLY LINE OF A 10' WIDE UTILITY EASEMENT, PER AFORESAID PLAT OF HOWELL COVE SECOND SECTION; THENCE RUN N 55°15'45" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

ENCOMPASSES 300 SQUARE FEET MORE OF LESS.



### State Plane Bearing Basis Detail

NOT TO SCALE

### Abbreviation Legend:

<p>(A) - ACTUAL APPROX - APPROXIMATE AVG - AVERAGE (BS) - BEARING BASIS BLDG - BUILDING BM - BENCH MARK (C) - CALCULATED C - CHORD CB - CHORD BEARING CCR # - CERTIFIED CORNER RECORD NUMBER C/L - CENTERLINE CM - CONCRETE MONUMENT CNC - CONCRETE COR - CORNER</p>	<p>Δ - DELTA (D) - DEED (DE) - DEED EXCEPTION DEPT - DEPARTMENT D/U - DRAINAGE AND UTILITY ELEV - ELEVATION EOP - EDGE OF PAVEMENT ESMT - EASEMENT FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION FF - FINISH FLOOR FND - FOUND FP&amp;L - FLORIDA POWER AND LIGHT (G) - GRID (STATE PLANE)</p>	<p>GOV'T - GOVERNMENT IP - IRON PIPE IR - IRON ROD IR&amp;C - IRON REBAR &amp; CAP L - ARC LENGTH LB# - LICENSED BUSINESS NUMBER (M) - MEASURED N &amp; D - NAIL AND DISK NR - NON-RADIAL NSI - NO SURVEYOR IDENTIFICATION NT - NON-TANGENT OR - OFFICIAL RECORDS ORB - OFFICIAL RECORDS BOOK PLAT - PLAT (P) - PLAT BOOK PB - PLAT BOOK FS - FLORIDA STATUTE</p>	<p>PC - POINT OF CURVATURE PCC - POINT OF COMPOUND CURVATURE PCP - PERMANENT CONTROL POINT PGS - PAGES PI - POINT OF INTERSECTION POB - POINT OF BEGINNING POC - POINT OF COMMENCEMENT POL - POINT OF LINE PRC - POINT OF REVERSE CURVATURE PRM - PERMANENT REFERENCE MONUMENT PT - POINT OF TANGENCY FEC - FLORIDA EAST COAST RAILWAY</p>	<p>R30E - RANGE 30 EAST R - RADIUS RAD - RADIAL REC - RECOVERED RP - REVISION R/W - RADIUS POINT SEC 23 - RIGHT-OF-WAY SECTION 23 SQ - SQUARE SQ FT - SQUARE FEET TB - TANGENT BEARING T21S - TOWNSHIP 21 SOUTH (TYP) - TYPICAL UE - UTILITY EASEMENT W/ - WITH</p>
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### Surveyor's Notes:

1. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON AS '(SP)' ARE RELATIVE TO THE LINE BETWEEN TWO STATE PLANE CONTROL POINTS HAVING A CALCULATED BEARING OF N 84°11'16" E (SEE DETAIL).
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. KATREK, PSM, 6233 ON 5/15/2023 PER 5J-17.062(2)

### Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on May 15, 2023. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.



Digitally signed  
by Paul J Katrek  
Date: 2023.05.15  
13:42:06 -04'00'

For the Firm By: \_\_\_\_\_

Paul J. Katrek  
Professional Surveyor and Mapper  
Florida Registration No. 6233

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 5/15/2023	Job No. S09104
Drawn by: PJK	File: S09104_SD1.DWG



**Building Better  
Communities Together**

500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841

www.cphcorp.com

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**SE286 HOWELL COVE  
SECTION 23-TOWNSHIP 21 SOUTH-RANGE 30 EAST  
SEMINOLE COUNTY, FLORIDA**

**SKETCH AND DESCRIPTION**

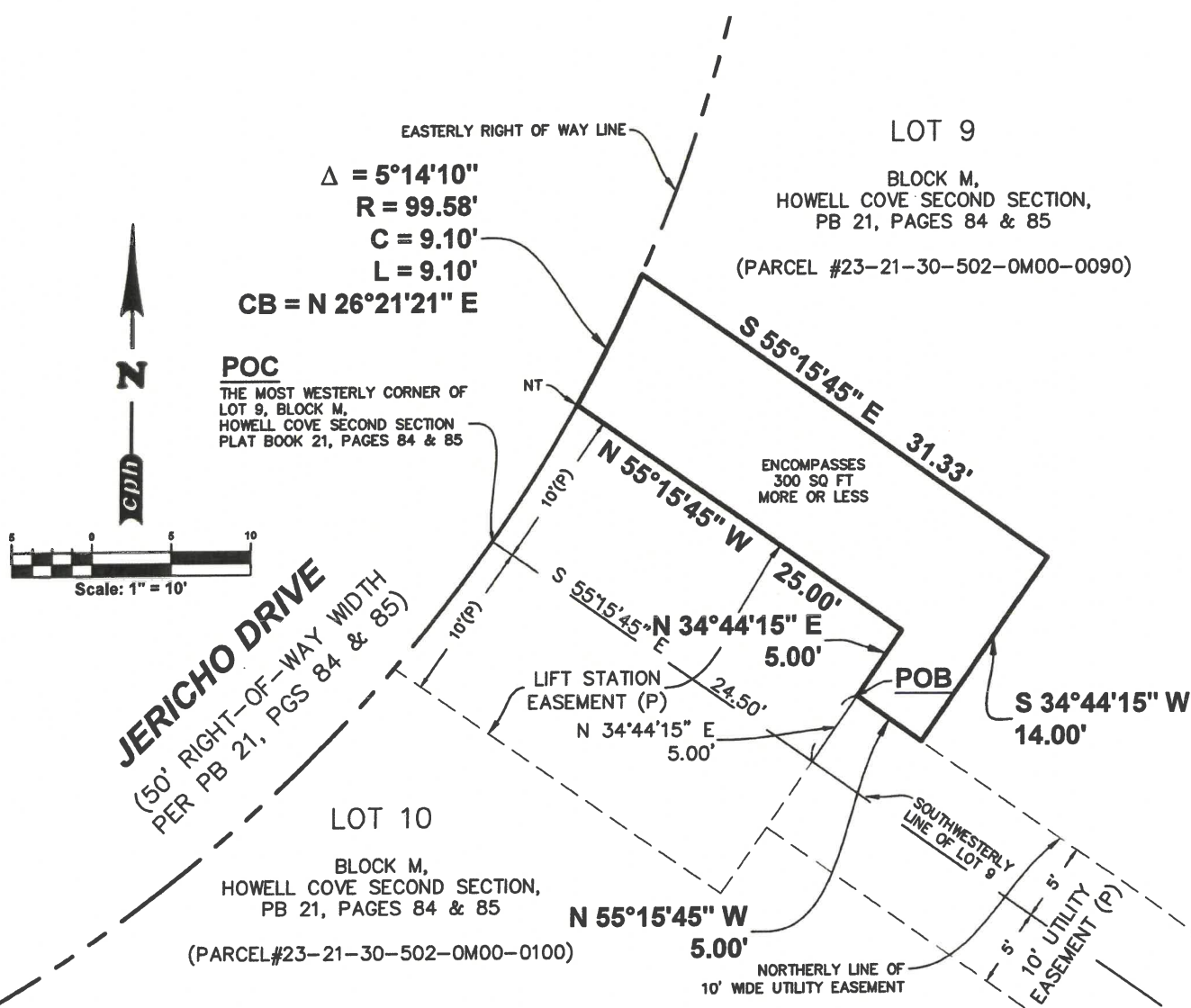
Sheet

1

1 of 2


**Sketch and Description:**

THIS IS NOT A SURVEY  
(PARCEL # 23-21-30-502-0M00-0090)



NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 5/15/2023	Job No. S09104
Drawn by: PJK	File:S09104_SD1.DWG

 www.cphcorp.com	<b>Building Better Communities Together</b> 500 West Fulton Street Sanford, FL 32771 Ph: 407.322.6841	<b>SE286 HOWELL COVE</b> SECTION 23-TOWNSHIP 21 SOUTH-RANGE 30 EAST SEMINOLE COUNTY, FLORIDA	Sheet <b>2</b>
	© 2023	<b>SKETCH AND DESCRIPTION</b>	2 of 2