

**PURCHASE AGREEMENT**

Fee Simple

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between **DOROTHY LAVERGNE MORSE**, whose address is 5434 Orange Boulevard, Florida 32771, 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 road project 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 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. Numbers: 24-19-29-300-0250-0000

**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 **SEVENTY ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$71,400.00)**. 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 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. 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 Warranty Deed 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 Warranty Deed.

(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.

ATTEST:

  
Signature

Edwin R. Barfield  
Print Name

  
Signature

Jamee Barfield  
Print Name

DOROTHY LAVERGNE MORSE, Owner

By: 

06/05/2025  
Date



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

Road Project: Orange Blvd Improvement Project / Parcel 108 (Morse) - Parcel 24-19-29-300-0250-0000  
Parcel Address: 5434 Orange Blvd., Sanford, FL 32771  
Owner Name: Dorothy Lavergne Morse

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

Attachment:  
Exhibit "A" – Legal Description and Sketch



GLK/kly  
5/23/25

T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Dorothy Lavergne Morse5-23-25.docx

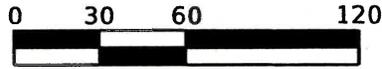
# Exhibit "A"

## SKETCH OF DESCRIPTION PARCEL 108 - PART A AND PART B SEE SHEETS 3 THRU 5 FOR DESCRIPTIONS

SEE SHEET 2

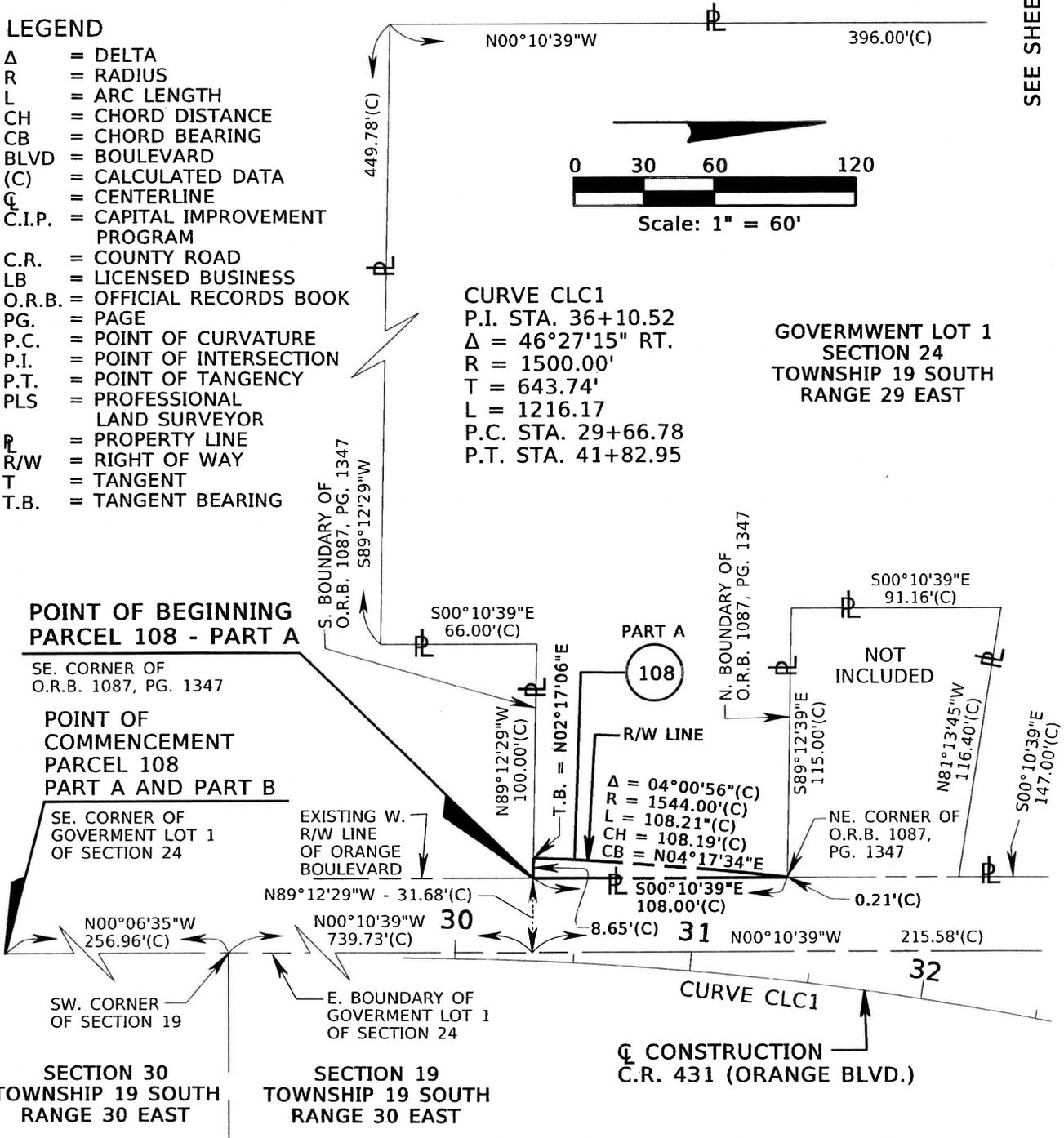
### LEGEND

- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- BLVD = BOULEVARD
- (C) = CALCULATED DATA
- CL = CENTERLINE
- C.I.P. = CAPITAL IMPROVEMENT PROGRAM
- C.R. = COUNTY ROAD
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- PLS = PROFESSIONAL LAND SURVEYOR
- PL = PROPERTY LINE
- R/W = RIGHT OF WAY
- T = TANGENT
- T.B. = TANGENT BEARING



**CURVE CLC1**  
P.I. STA. 36+10.52  
Δ = 46°27'15" RT.  
R = 1500.00'  
T = 643.74'  
L = 1216.17  
P.C. STA. 29+66.78  
P.T. STA. 41+82.95

**GOVERNMENT LOT 1  
SECTION 24  
TOWNSHIP 19 SOUTH  
RANGE 29 EAST**



SEE SHEET 2

<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
<b>SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY</b>			
<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
	BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS108.DGN JOB NO. 29183
DRAWN	C.SCHIELKE	04-15-21	NOT VALID WITHOUT SHEETS 2, 3, 4 AND 5
CHECKED	T.STEVENSON	04-16-21	C.I.P. NO. 01785303
REVISION	BY	DATE	SHEET 1 OF 5

**SKETCH OF DESCRIPTION  
PARCEL 108 - PART A AND PART B  
SEE SHEETS 3 THRU 5 FOR DESCRIPTIONS**

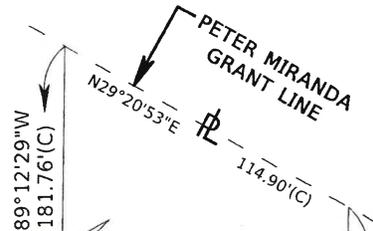
**LEGEND**

- Δ = DELTA
- R = RADIUS
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- T.B. = TANGENT BEARING

GOVERNMENT LOT 1  
SECTION 24  
TOWNSHIP 19 SOUTH  
RANGE 29 EAST

SEE SHEET 1

N00°10'39"W 396.00'(C)



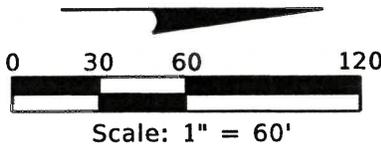
764.02'(C)

N. BOUNDARY OF  
O.R.B. 1785, PG. 832

**CURVE CLC1**  
P.I. STA. 36+10.52  
Δ = 46°27'15" RT.  
R = 1500.00'  
T = 643.74'  
L = 1216.17  
P.C. STA. 29+66.78  
P.T. STA. 41+82.95

**CURVE C1**  
Δ = 05°22'49"(C)  
R = 1544.00'(C)  
L = 144.99'(C)  
CH = 144.94'(C)  
CB = N15°52'02"E

**CURVE C2**  
Δ = 08°44'02"(C)  
R = 1457.40'(F)  
L = 222.16'(C)  
CH = 221.94'(C)  
CB = S14°49'02"W



SEE SHEET 1

N00°10'39"W  
215.58'(C)

E. BOUNDARY OF  
GOVERNMENT LOT 1  
OF SECTION 24

**POINT OF BEGINNING  
PARCEL 108 - PART B**

SE. CORNER OF  
O.R.B. 1785, PG. 832

SEE SHEET 1

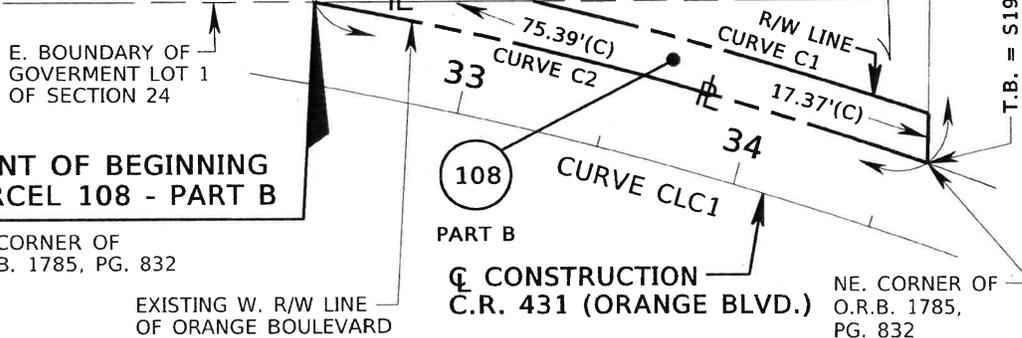
T.B. = N13°10'37"E  
S00°10'39"E  
147.00'(C)

N00°10'39"W  
114.42'(C)

N89°12'29"W  
31.68'(C)

589°12'29"E

T.B. = S19°11'03"W



EXISTING W. R/W LINE  
OF ORANGE BOULEVARD

PART B

CL CONSTRUCTION  
C.R. 431 (ORANGE BLVD.)

NE. CORNER OF  
O.R.B. 1785,  
PG. 832

**SEMINOLE COUNTY PUBLIC WORKS**

**SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY**

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)

SEMINOLE COUNTY

BY C.SCHIELKE  
DATE 04-15-21

PREPARED BY: JONES, WOOD & GENTRY, INC.  
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1  
FILE:RWPS108-2.DGN JOB NO. 29183

NOT VALID WITHOUT  
SHEETS 1, 3, 4 AND 5

REVISION BY DATE

CHECKED T.STEVENSON  
DATE 04-16-21

C.I.P. NO. 01785303

SHEET 2 OF 5

**LEGAL DESCRIPTION  
 PARCEL 108 - PART A AND PART B  
 SEE SHEETS 1 AND 2 FOR SKETCH**

PARCEL NO. 108 PART A  
 RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of the lands described and recorded in Official Records Book 1087, Page 1347, Official Records Book 1785, Page 832 and Official Records Book 3669, Page 707 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, and run North 00°06'35" West, 256.96 feet along the East boundary of said Government Lot 1 to the Southwest corner of Section 19, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°10'39" West, 739.73 feet continuing along said East boundary of Government Lot 1 of Section 24 to a point: thence North 89°12'29" West, 31.68 feet to the Southeast corner of the lands described and recorded in Official Records Book 1087, Page 1347 of the Public Records of Seminole County, Florida, said corner being on the existing West right of way line of Orange Boulevard, for the POINT OF BEGINNING; thence continue North 89°12'29" West, 8.65 feet along the South boundary of said lands to a point on the arc of a circular curve to the right, concave Easterly and having a radius of 1544.00 feet; thence from a tangent bearing of North 02°17'06" East, run Northeasterly, 108.21 feet along the arc of said curve through a central angle of 04°00'56", with a chord distance of 108.19 feet and chord bearing of North 04°17'34" East, to a point on the North boundary of said lands; thence South 89°12'29" East, 0.21 feet along said North boundary to the Northeast corner of said lands and said existing West right of way line of Orange Boulevard; thence South 00°10'39" East, 108.00 feet along said existing West right of way line and the East boundary of said lands returning to said POINT OF BEGINNING.

Containing: 547 Square Feet, more or less.

			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	<small>PREPARED BY: JONES, WOOD &amp; GENTRY, INC.          PROFESSIONAL SURVEYORS AND MAPPERS - LB 1          FILE:RWPS108.DGN      JOB NO. 29183</small>	
			DRAWN	C.SCHIELKE		
REVISION	BY	DATE	CHECKED	T.STEVENSON	04-16-21	NOT VALID WITHOUT SHEETS 1, 2, 4 AND 5
<b>C.I.P. NO. 01785303</b>						<b>SHEET 3 OF 5</b>

**LEGAL DESCRIPTION  
 PARCEL 108 - PART A AND PART B  
 SEE SHEETS 1 AND 2 FOR SKETCH**

PARCEL NO. 108 PART B  
 RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of the lands described and recorded in Official Records Book 1087, Page 1347, Official Records Book 1785, Page 832 and Official Records Book 3669, Page 707 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, and run North 00°06'35" West, 256.96 feet along the East boundary of said Government Lot 1 to the Southwest corner of Section 19, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°10'39" West, 955.31 feet continuing along said East boundary of Government Lot 1 of Section 24 to the Southeast corner of the lands described and recorded in Official Records Book 1785, Page 832 of the Public Records of Seminole County, Florida, said corner being on the existing West right of way line of Orange Boulevard, for the POINT OF BEGINNING; thence continue North 00°10'39" West, 75.39 feet along said East boundary of Government Lot 1 to a point on the arc of a circular curve to the right, concave Southeasterly and having a radius of 1544.00 feet; thence from a tangent bearing of North 13°10'37" East, run Northeasterly, 144.99 feet along the arc of said curve through a central angle of 05°22'49", with a chord distance of 144.94 feet and chord bearing of North 15°52'02" East, to a point on the North boundary of said lands; thence South 89°12'29" East, 17.37 feet along said North boundary to the Northeast corner of said lands and said existing West right of way line of Orange Boulevard, said corner being on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1457.40 feet; thence from a tangent bearing of South 19°11'03" West, run Southwesterly, 222.16 feet along said existing West right of way line, the East boundary of said lands and the arc of said curve through a central angle of 08°44'02", with a chord distance of 221.94 feet and a chord bearing of South 14°49'02" West, returning to said POINT OF BEGINNING.

Containing: 2918 Square Feet, more or less.

			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS108.DGN      JOB NO. 29183	
			DRAWN	C.SCHIELKE		
REVISION	BY	DATE	CHECKED	T.STEVENSON	04-16-21	NOT VALID WITHOUT SHEETS 1, 2, 3 AND 5
<b>C.I.P. NO. 01785303</b>						<b>SHEET 4 OF 5</b>

**LEGAL DESCRIPTION  
 PARCEL 108 - PART A AND PART B  
 SEE SHEETS 1 AND 2 FOR SKETCH**

**SURVEYOR'S NOTES:**

1. Bearings shown hereon are based on the East Boundary of Government Lot 1 of SECTION 24, TOWNSHIP 19 SOUTH, RANGE 29 EAST, Seminole County, Florida, being North 00°10'39" West.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS  
 FLORIDA REGISTRATION NUMBER 4460  
 JONES, WOOD & GENTRY, INC. - LB 1  
 9645 EAST COLONIAL DRIVE - SUITE 114  
 ORLANDO, FLORIDA 32817  
 TELEPHONE: 407-898-7780  
 DATE: APRIL 16, 2021

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS108.DGN    JOB NO. 29183	
			DRAWN	C.SCHIELKE		
REVISION	BY	DATE	CHECKED	T.STEVENSON	04-16-21	NOT VALID WITHOUT SHEETS 1, 2, 3 AND 4
<b>C.I.P. NO. 01785303</b>						<b>SHEET 5 OF 5</b>