

Road Project: Midway Drainage Improvement Project - Parcel 848
Parcel Address: 1683 N. Beardall Avenue, Sanford, Florida 32771
Owner Name: John and Robin Heinz LLC

**PURCHASE AGREEMENT
DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between JOHN AND ROBIN HEINZ LLC, whose address is 4426 Shawano Avenue, Green Bay, Wisconsin 54313, 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 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: 33-19-31-300-0140-0000

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 EIGHTY-ONE THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$81,370.00). 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 (2023).

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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

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(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.


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- (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:


Signature
Laurie A Vincent
Print Name
Address : 2170 S Ashland Avenue
Green Bay WI 54304


Signature
June M. Schmidt
Print Name
Address : 2170 S. Ashland Ave
Green Bay, WI 54304

JOHN AND ROBIN HEINZ LLC

By: 
John J Heinz
Print Name

Its: owner
6-20-2024
Date

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

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Owner Name: John and Robin Heinz LLC

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



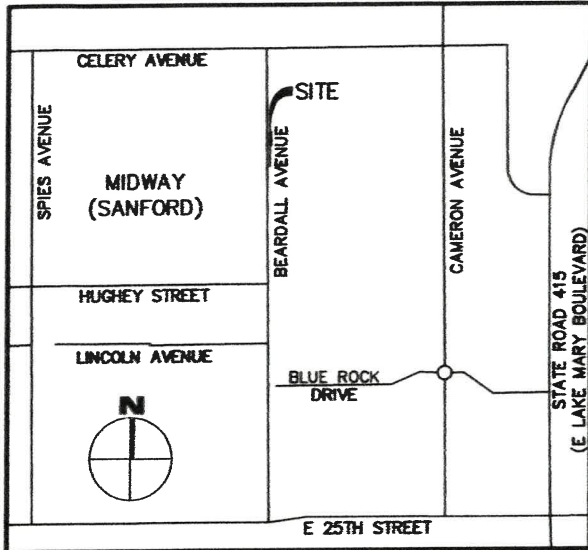
SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-300-0140-0000
EASEMENT NO. 848

KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Exhibit "A"

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

- = CHANGE IN DIRECTION
- ### = EASEMENT ID
- E = EAST/EASTING
- L# = LINE TAG
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- N = NORTH/NORTHING
- PB = PLAT BOOK
- PG(S) = PAGE(S)
- R/W = RIGHT OF WAY

SHEET KEY:

- SHEET 1 OF 3 - KEY SHEET, LEGEND, & SURVEYOR'S NOTES
- SHEET 2 OF 3 - LEGAL DESCRIPTION
- SHEET 3 OF 3 - SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:

1. _____
2. _____
3. _____
4. _____

MIDWAY DRAINAGE IMPROVEMENT PARCEL 33-19-31-300-0140-0000

| | | | |
|-------------|-----------|-----------------|-------------|
| PROJECT No. | 220014 | DRAWN DATE | 2023.JAN.18 |
| SURVEY BY | N/A | REVIEWED BY | S.MANOR |
| SURVEY DATE | N/A | APPROVED BY | S.MANOR |
| DRAWN BY | A.ACEVEDO | CLIENT FILE No. | N/A |

| No. | DATE | BY | DESCRIPTION |
|-----|----------|----|-------------|
| 1 | 02/08/23 | BS | SC COMMENTS |

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5I-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5I-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.



Digitally signed
by Sherry Manor
Date: 2023.09.20
10:33:07 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961



L & S Diversified

Professional Surveyors and Mappers

489 STATE ROAD 496 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-300-0140-0000
EASEMENT NO. 848

A TRACT OF LAND IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 00°21'57" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, AND ALONG THE CENTERLINE OF BEARDALL AVENUE, AS SHOWN ON THE MAINTENANCE MAP THEREOF, RECORDED IN MAP BOOK 6, PAGE 188, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 938.34 FEET; THENCE DEPARTING SAID WEST LINE AND CENTERLINE, RUN NORTH 89°44'25" EAST, A DISTANCE OF 29.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID BEARDALL AVENUE, SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 10151, PAGE 1698, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE RUNNING NORTH 89°44'25" EAST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 9426, PAGE 472, AND ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 10151, PAGE 1698, A DISTANCE OF 20.10 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH LINE, RUN SOUTH 00°21'57" EAST, A DISTANCE OF 149.48 FEET; THENCE RUN SOUTH 89°38'03" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 00°21'57" EAST, A DISTANCE OF 235.50 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 10151, PAGE 1698, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT LB-1, RIVERBEND AT CAMERON HEIGHTS PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 66 THROUGH 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 89°44'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.16 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF BEARDALL AVENUE; THENCE DEPARTING SAID SOUTH LINE, RUN THE FOLLOWING TWO (2) COURSES ALONG SAID EAST RIGHT OF WAY LINE: (1) RUN NORTH 00°10'56" WEST, A DISTANCE OF 282.36 FEET; (2) RUN NORTH 00°50'08" WEST, A DISTANCE OF 102.64 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.093 ACRES (4,053 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:
1. _____
2. _____
3. _____
4. _____

**MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-300-0140-0000**

| | | | |
|-------------|-----------|-----------------|-------------|
| PROJECT No. | 220014 | DRAWN DATE | 2023.JAN.18 |
| SURVEY BY | N/A | REVIEWED BY | S.MANOR |
| SURVEY DATE | N/A | APPROVED BY | S.MANOR |
| DRAWN BY | A.ACEVEDO | CLIENT FILE No. | N/A |

| No. | DATE | BY | DESCRIPTION |
|-----|----------|----|-------------|
| 1 | 02/08/23 | BS | SC COMMENTS |

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 51-17.06(3) OF THE SIGNING SURVEYOR AND MAPPER.



Digitally signed
by Sherry Manor
Date: 2023.09.20
10:33:23 -0400'

SHERRY LEE MANOR, PSM - LS# 6961



**L & S
Diversified**

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSLEBERRY, FL 32707
PHONE 407.881.8836 | FAX 407.881.8841

WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-300-0140-0000
EASEMENT NO. 848

SHEET 3 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION



SCALE: 1" = 100'

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE
NORTHEAST 1/4 OF SECTION 33-19-31

NOT PLATTED
LANDS DESCRIBED IN
ORB 9426, PG 472

POINT OF BEGINNING
NORTHWEST CORNER OF THE PROPERTY
DESCRIBED IN ORB 10151, PG 1698

SOUTH LINE OF PROPERTY DESCRIBED
IN ORB 9426, PG 472
ALSO
NORTH LINE OF PROPERTY DESCRIBED
IN ORB 10151, PG 1698

NOT PLATTED
LANDS DESCRIBED IN
ORB 10151, PG 1698

SOUTH LINE OF PROPERTY DESCRIBED
IN ORB 10151, PG 1698

NORTHWEST CORNER OF TRACT LB-1

TRACT LB-1
LANDSCAPE BUFFER / OPEN SPACE

EAST RIGHT OF
WAY LINE OF
BEARDALL AVE

WEST LINE OF THE
NORTHEAST 1/4 OF
SECTION 33-19-31
ALSO
CENTERLINE OF
BEARDALL AVENUE

SOUTHWEST CORNER OF
PROPERTY DESCRIBED IN
ORB 10151, PG 1698

| LINE TABLE | | |
|------------|-------------|--------|
| LINE NO. | BEARING | LENGTH |
| L1 | N89°44'25"E | 29.90 |
| L2 | N89°44'25"E | 20.10 |
| L3 | S00°21'57"E | 149.48 |
| L4 | S89°38'03"W | 15.00 |
| L5 | S00°21'57"E | 235.50 |
| L6 | S89°44'25"W | 5.16 |
| L7 | N00°10'56"W | 282.36 |
| L8 | N00°50'08"W | 102.64 |

848

RIVERBEND AT CAMERON HEIGHTS PHASE 2
PB 85, PGS 66-71

CERTIFIED TO:

1. _____
2. _____
3. _____
4. _____

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-300-0140-0000

PROJECT No. 220014 | DRAWN DATE 2023.JAN.18
SURVEY BY N/A | REVIEWED BY S.MANOR
SURVEY DATE N/A | APPROVED BY S.MANOR
DRAWN BY A.ACEVEDO | CLIENT FILE No. N/A

| No. | DATE | BY | DESCRIPTION |
|-----|----------|----|-------------|
| 1 | 02/08/23 | BS | SC COMMENTS |

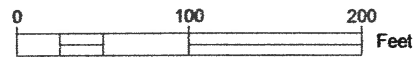
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