

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, 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 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 Schedule “A” for legal description and sketch (the “Property”)

Parcel I. D. Number: 33-20-29-5DF-0G00-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Quitclaim Deed free of liens and encumbrances, to COUNTY for the sum of TEN AND NO/100 DOLLARS (\$10.00). 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 Quitclaim 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, as applicable.

(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, if any, 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 and COUNTY covenant to each other that there are no real estate commissions due any licensed real estate broker for this conveyance.

(e) OWNER and COUNTY stipulate this purchase is between two governmental entities and therefore the conveyance and Quitclaim Deed described in Item II.(a) above are not subject to documentary stamps taxes pursuant to Rules 12B-4.014(10), 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 will convey the Property to COUNTY, AS-IS, with all faults. COUNTY acknowledges and agrees that: (i) COUNTY is accepting the Property in its "AS-IS" condition and based upon COUNTY's own inspection, investigation and evaluation; (ii) neither the OWNER nor any agent of the OWNER has made any representation or warranty, express or implied, concerning the Property which has induced County to execute this Agreement, except as contained in this Agreement; and (iii) any other representations and warranties are expressly disclaimed by OWNER.

(e) 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.

(f) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(g) 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.

(h) 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 (2022), as this statute may be amended from time to time, relating to ethics in government.

(i) 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.

(j) This Agreement is not assignable.

(k) 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.

(l) 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:

THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA

Signature

By: _____
SERITA D. BEAMON, Superintendent

Print Name

Date

Signature

Print Name

Road Project: Wekiva Springs Road – Parcel 2
Parcel Address: 960 Wekiva Springs Road, Longwood, Florida 32779
Owner Name: The School Board of Seminole County, Florida

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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:
Schedule “A” – Legal Description and Sketch

DGS/sfa
03/28/2024

T:\Users\Legal Secretary CSB\Public Works\Aquisitions\2023\Sabel Point Elem School - Wekiva Springs Rd\SCSB to SC Purchase Agreement - Deed - No Holdover rev2.docx

SCHEDULE "A"

Exhibit "A"

DESCRIPTION:

A portion of 16 foot vacated Right of Way described in Official Records Book 1157, Page 512, Public Records of Seminole County, Florida, being more particularly described as follows:



BEGINNING at the Southwest corner of Tract "G", Sabal Point, according to the Plat thereof as recorded in Plat Book 18, Page 70, Public Records of Seminole County, Florida; thence South 38°43'13" East, a distance of 463.29 feet along South line of said Tract "G" to the Easterly Right of Way line of Wekiva Springs Road; thence South 51°16'47" West, a distance of 16.00 feet along said Easterly Right of Way line to the Northerly Right of Way line of Wekiva Springs Road; thence North 38°43'13" West, a distance of 443.96 feet along said Northerly Right of Way line to the Southerly projection of the West line of said Tract "G"; thence North 00°53'24" East, a distance of 25.10 feet along said line to the POINT OF BEGINNING.

Containing 7,258 square feet, more or less.

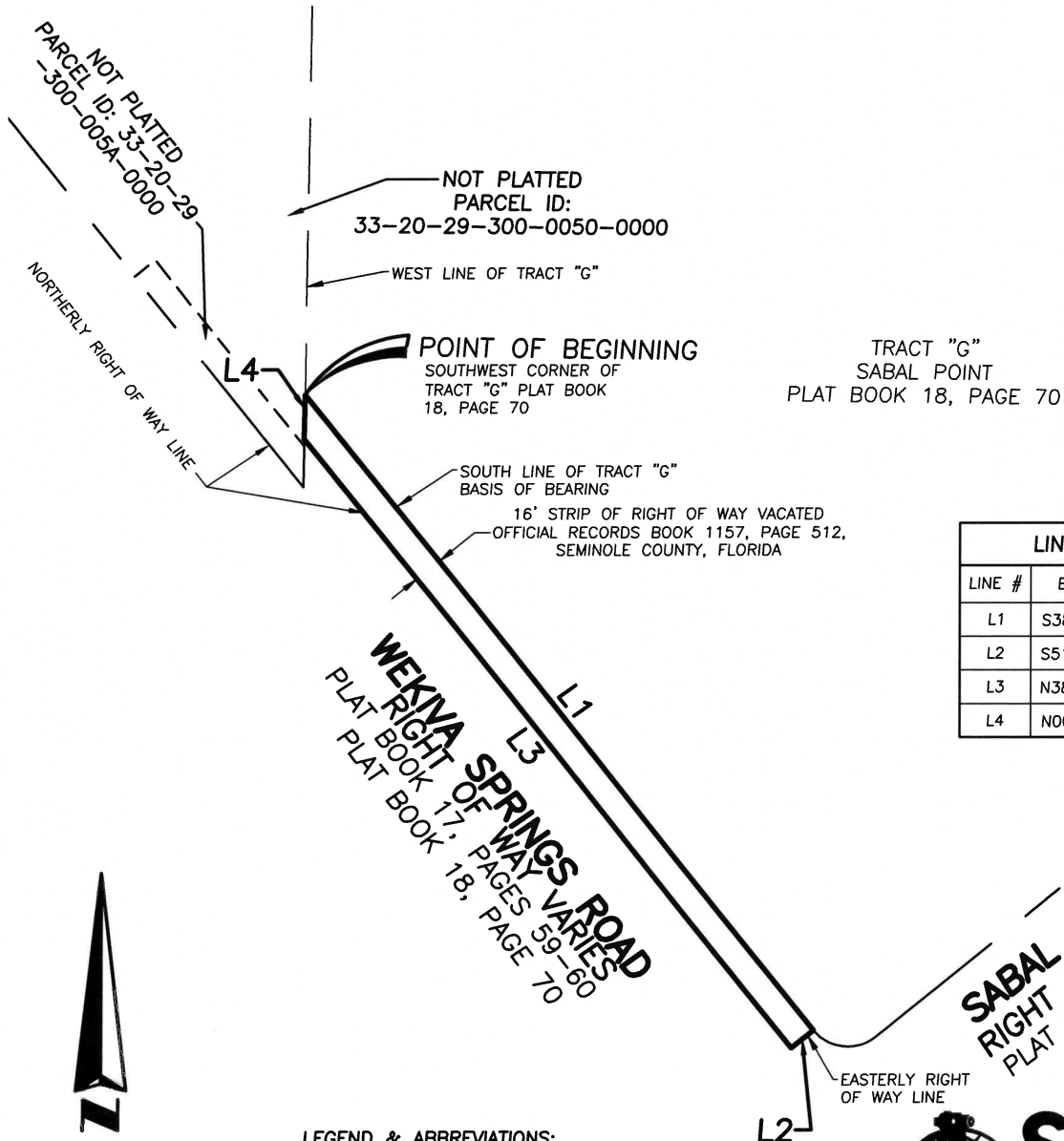
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of Tract "G", Sabal Point, Plat Book 18, Page 70, Public Records of Seminole County, Florida, being South 38°43'13" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

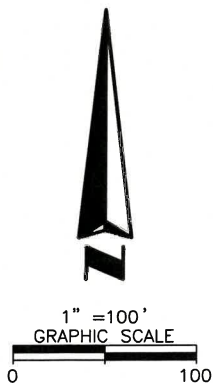
NOT VALID WITHOUT SHEET 1-2

DESCRIPTION	Date: 01/11/2023 SK	Certification Number LB2108 64492005						
FOR PEGASUS ENGINEERING, LLC  Digitally signed by Ryan E Johnson DN: c=US, o=Florida, dnQualifier=A01410D000001 82A6324E3F00010D66, cn=Ryan E Johnson Date: 2023.02.10 13:54:14 -05'00'	<table border="1"> <tr> <td data-bbox="610 1688 802 1751"> Job Number: 64492 </td> <td data-bbox="802 1688 984 1751"> Scale: 1" = 100' </td> </tr> <tr> <td colspan="2" data-bbox="610 1751 984 1919"> Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. </td> </tr> <tr> <td colspan="2" data-bbox="610 1919 984 1978"> SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH </td> </tr> </table>	Job Number: 64492	Scale: 1" = 100'	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com <hr/> RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130
Job Number: 64492	Scale: 1" = 100'							
Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.								
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH								

SKETCH OF DESCRIPTION



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S38°43'13"E	463.29'
L2	S51°16'47"W	16.00'
L3	N38°43'13"W	443.96'
L4	N00°53'24"E	25.10'



LEGEND & ABBREVIATIONS:

ID = IDENTIFICATION
L1 = LINE LABEL



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

Drawing No. 64492005
Job No. 64492
Date: 01/11/2023
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com