

**PURCHASE AGREEMENT
TRAFFIC SIGNAL POLE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, formally known as, FLORIDA POWER CORPORATION, whose address is 525 S. Tryon Street, DEP-21B, Charlotte, North Carolina 28202, 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 traffic signal pole 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 traffic signal pole 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: 33-20-29-512-0000-0020

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Traffic Signal Pole Easement, free of liens and encumbrances, to COUNTY for the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00). 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) 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.

(c) 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.

(d) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Traffic Signal Pole 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) 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.

(c) 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 traffic signal pole easement.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) This Agreement is not assignable.

(i) 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.

(j) 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:

DUKE ENERGY FLORIDA, LLC, a
Florida Limited Liability Company, f/k/a
FLORIDA POWER CORPORATION

Erin Nenni
Signature

Erin Nenni
Print Name

Christi Thompson
Signature

CHRISTI THOMPSON
Print Name

By: Kevin L. Lee

KEVIN L. LEE
Print Name

Its: MANAGER, LAND SERVICES

8/1/2024
Date

APPROVED
By Shantel W. Ocampo at 1:37 pm, Jul 31, 2024

[Balance of this page intentionally blank; signatory page continues on Page 4]

Road Project: Wekiva Spring Road Intersection Improvement - Parcel 1
Parcel Address: 944 Wekiva Springs Road, Longwood, Florida 32779
Owner Name: Duke Energy Florida, 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



DGS/sfa
07/23/2024
T:\Users\Legal Secretary CSB\Public Works\Traffic\2024\Purchase Agreement - Wekiva Springs Road Intersection rev1.docx

Exhibit A

DESCRIPTION



DESCRIPTION:

Beginning at the Northwest corner of Lot 2 of A Replat of Tract "H", Sabal Point, Plat Book 21, Page 98, Public Records of Seminole County, Florida; thence along the Southerly right of way line of Sabal Palm Drive North 51°16'47" East, a distance of 16.00 feet; thence continue along said line North 62°46'59" East, a distance of 20.04 feet; thence departing said Southerly line South 07°14'47" West, a distance of 49.57 feet to a point on the Northerly right of way line of Wekiva Springs Road; thence along said line North 38°43'13" West, a distance of 38.45 feet to the POINT OF BEGINNING.

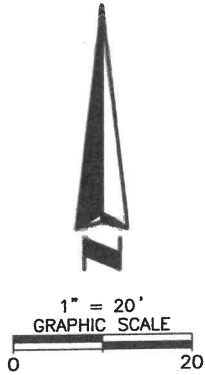
Containing 717 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Wekiva Springs Road as shown in Plat 21, Page 98, A Replat of Tract "H", Sabal Point, Public Records of Seminole County, Florida being North 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.

DESCRIPTION	Date: 05/25/2022 CWS	Certification Number LB2108 64492004
FOR PEGASUS ENGINEERING, LLC	Job Number: 64492 Scale: 1" = 20'	 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
 Digitally signed by Ryan E Johnson DN: c=US, o=Florida, dnQualifier=A01410D00000182 A6324E3F00010D66, cn=Ryan E Johnson Date: 2023.04.03 07:57:05 -04'00'	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	
		RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130

SKETCH OF DESCRIPTION



SABAL PALM DRIVE
RIGHT OF WAY VARIES
PLAT BOOK 21, PAGE 98

SOUTHERLY RIGHT OF WAY LINE

N62°46'59"E
20.04'

N51°16'47"E
16.00'

POINT OF BEGINNING
NORTHWEST CORNER OF LOT 2

N38°43'13"W
38.45'

S07°14'47"W
49.57'

LOT 2

A REPLAT OF TRACT "H",
SABAL POINT PLAT BOOK
21, PAGE 98

100' FLORIDA POWER CORP EASEMENT
PLAT BOOK 21, PAGE 98

WEKIVA SPRINGS ROAD
RIGHT OF WAY VARIES
PLAT BOOK 18, PAGE 70
PLAT BOOK 17, PAGES 59-60

16' STRIP OF RIGHT OF WAY VACATED
OFFICIAL RECORDS BOOK 1157, PAGE 512.
NORTHERLY RIGHT OF WAY LINE



SSMC™
SUE • SURVEY • GIS

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

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64492004
Job No. 64492
Date: 05/25/2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2