

PURCHASE AGREEMENT
Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between TRACY JONES, whose address is 3526 Calloway Drive, Orlando, Florida 32810, 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")

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 FIFTEEN THOUSAND NINE HUNDRED FORTY AND NO/100 DOLLARS (\$15,940.00). 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, 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 Quitclaim 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 (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 quitclaim 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 (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.

ATTEST:



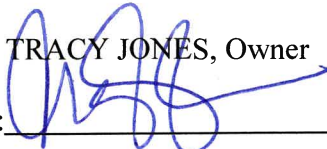
Signature

Edwin R. Barfield
Print Name



Signature

Jamee Barfield
Print Name

TRACY JONES, Owner


By: _____

8/1/2024
Date



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

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



SKETCH OF DESCRIPTION (PARCEL 103)

SEMINOLE COUNTY

TAX ID. 22-21-29-300-019D-0000

OWNER: JONES, TRACY

Exhibit "A"

LEGAL DESCRIPTION:

THAT PART OF:

BEGIN AT THE SW CORNER OF THE E 1/2 OF THE WEST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE RUN EAST 100 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 175 FEET, WEST 100 FEET, NORTH 233 FEET, EAST 150 FEET, SOUTH 408 FEET, WEST 50 FEET TO POINT OF BEGINNING, SEMINOLE COUNTY, FLORIDA.

BEING THOSE CERTAIN LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1276, PAGE 1499 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Lying within the following metes and bounds description:

Commence at the Southwest corner of the Northwest 1/4 of aforesaid Section 22; thence North 89°57'56" East along the South line of said Northwest 1/4 of Section 22, for a distance of 428.64 feet, to a point along the West line of the aforesaid Parcel Described in Official Records Book 1276, Page 1499, or the Southerly projection thereof, said point also being the Point of Beginning; thence departing said South line, run North 00°25'38" East along said West line, for a distance of 25.00 feet, to a point along a line that is parallel with the South line of said Northwest 1/4, said point also being along the North line of the Monumented and Occupied Right-of-Way for Hillview Drive; thence departing said West line, run North 89°57'56" East along said parallel line and said North line, for a distance of 50.00 feet to a point along the East line of the aforesaid Parcel; thence run South 00°25'38" West along said East line or the Southerly projection thereof, for a distance of 25.00 feet to a point along the aforesaid South line of the Northwest 1/4; thence run South 89°57'56" West, along said South line for a distance of 50.00 feet to the Point of Beginning:

Containing 1,250 square feet more or less

Which includes 508 square feet more or less, within the paved road for Hillview and 742 square feet more or less, lying outside of the paved road for Hillview

NOTES:

THIS IS NOT A SURVEY.

Bearings shown hereon are based upon the South line of the Northwest 1/4 of Section 22, bearing North 89°57'56" East.

LEGEND:

- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- ORB = Official Records Book
- M.O. = Monumented & Occupied
- PB = Plat Book
- PG = Page
- COR = Corner
- NW = Northwest
- SW = Southwest
- R/W = Right of Way
- SEC = Section
- W.L.S.P. = West Line or Southerly Projection Thereof
- E.L.S.P. = East Line or Southerly Projection Thereof

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Jack V
Carper

Digitally signed by Jack V Carper
DN: C=US, O=Florida,
dnQualifier=
A01410D0000018709DAC36900
04A09F, CN=Jack V Carper
Reason: I am the author of this
document
Location:
Date: 2024.01.22
12:26:21
-05'00'
Foxit PDF Editor Version: 13.0.1

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

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

Date: 1/22/2024
Scale: 1"=60'
Job No.: 100067286
F.B.: N/A
Drawn By: AS
Ckd. By: JVC
Sheet 1 of 2

S:\Seminole_Co\100067286 0.H.L.S.S.V.H.L Hillview Dr\Assessment 500.Dwg\22-21-29-300-019D-0000_103.Dwg Fee Simple.dwg, 1/22/2024 10:50 AM, CAPP1646

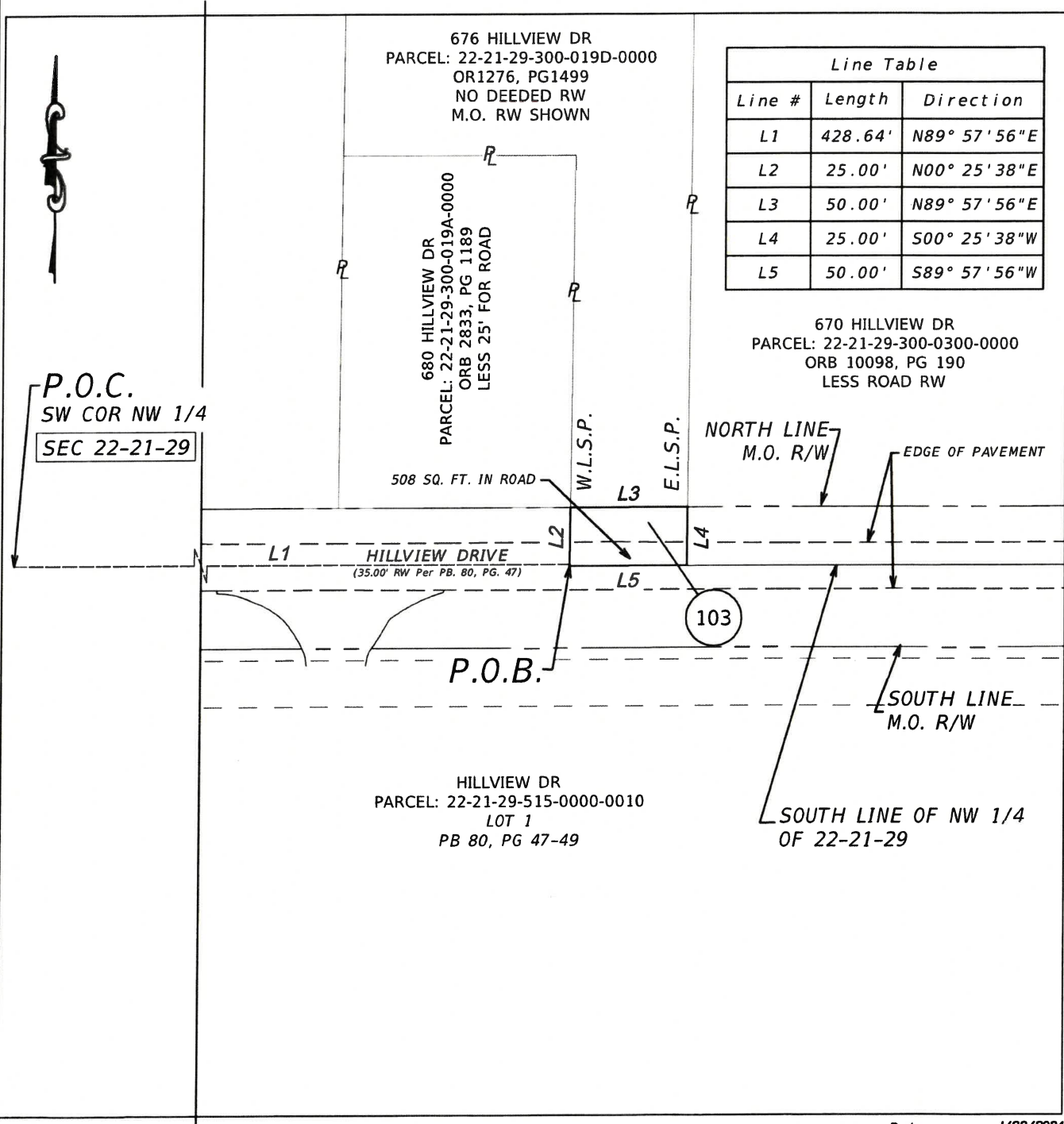
SKETCH OF DESCRIPTION (PARCEL 103)

SEMINOLE COUNTY

TAX ID. 22-21-29-300-019D-0000

OWNER: JONES, TRACY

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THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 1/22/2024
Scale: 1"=50'
Job No.: 100067286
F.B.: N/A
Drawn By: AS
Ckd. By: JVC
Sheet 2 of 2