

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.”

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. Number: 09-21-29-300-0110-0000

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 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 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

Print Name

Signature

Print Name

By: _____
SERITA D. BEAMON, Superintendent

Date

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



DGS/sfa
03/28/2024

T:\Users\Legal Secretary CSB\Public Works\Aquisitions\2022\Sand Lake Road\Seminole County School Board - Parcel 3\SCSB to SC Purchase Agreement - Deed - No Holdover rev2.docx

SKETCH OF DESCRIPTION

Exhibit "A"

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING IN SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE N 0°31'08" E, ALONG THE WEST LINE OF SAID EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, A DISTANCE OF 33.00 FEET, TO THE EXISTING NORTH RIGHT OF WAY LINE OF SAND LAKE ROAD, SAID NORTH RIGHT OF WAY LINE BEING 33.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, AS RECORDED IN OFFICIAL RECORDS BOOK 521, PAGE 283, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N 89°32'28" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N 0°31'08" E, A DISTANCE OF 7.00 FEET; THENCE S 89°32'28" E, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE S 0°31'08" W, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

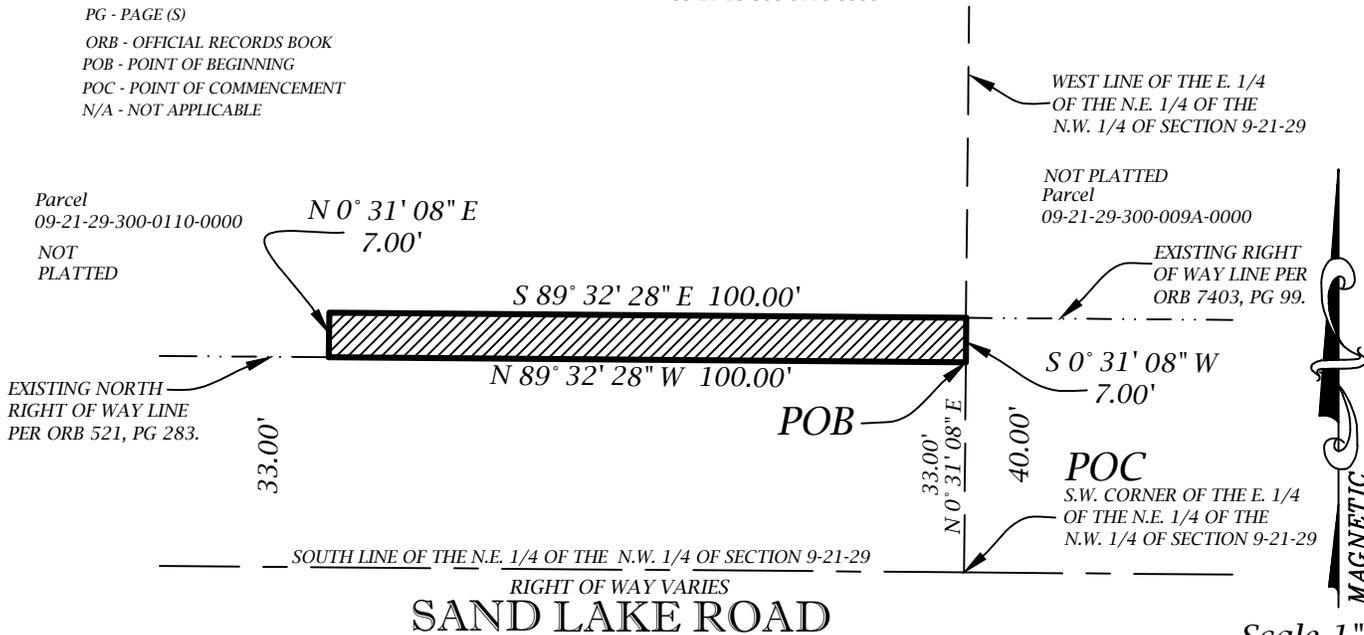
CONTAINING 700 SQUARE FEET MORE OR LESS.

LEGEND

- PG - PAGE (S)
- ORB - OFFICIAL RECORDS BOOK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- N/A - NOT APPLICABLE

NOT PLATTED
Parcel
09-21-29-300-0110-0000

T:\Survey\AutoCad Projects\22\22-080 SANDLAKE AND 434\22-080 Sketch-desc.dwg



Scale 1" = 30'

SEMINOLE COUNTY

SURVEY SECTION
OF THE
ROADS-STORMWATER DIVISION
OF THE
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD.
SANFORD, FLORIDA 32773
407-665-5647

SURVEYOR'S NOTES

BEARINGS BASED ON : ASSUMED DATUM, HOLDING THE WEST LINE OF THE E. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 9-21-29, AS BEING S 0°31'08" W.

1. THIS IS NOT A SURVEY
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. ATTENTION IS DIRECTED TO THE FACT THAT THE SCALE OF THESE MAPS MAY BE ALTERED BY REPRODUCTION AND/OR ELECTRONIC FILE CONVERSION OF THE ORIGINAL DRAWING FILE FORMAT. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL SEAL OF THE LICENSED SURVEYOR AND THE STATE OF FLORIDA

BY:

Raymond F. Phillips
RAYMOND F. PHILLIPS
STATE OF FLORIDA
LICENSE # 7015

FIELD DATE: N/A
DATE: 10/13/2022
JOB NAME: 22-080 "C"

SCALE: 1" = 30'
DRAWN BY: T.E.
CHECKED BY: R.F.P.