

**PURCHASE AGREEMENT
DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between DAVID OTIS COX, SR., whose address is 2004 Sipes Avenue, Sanford, Florida 32771, 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: 32-19-31-300-051G-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 FIFTEEN THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$15,220.00). 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.

(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.

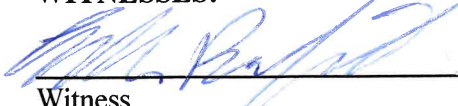
(n) This Agreement is not assignable.

(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.

WITNESSES:



Witness

Edwin R. Barfield


Print Name



Witness

Jamee Barfield

Print Name

UCC1-308


DAVID OTIS COX, SR.
Authorized Representative

16th March 2024
Date



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

Road Project: Midway Drainage Improvement Project - Parcel 1-801
Parcel Address: 2004 Sipes Avenue, Sanford, Florida 32771
Owner Name: David Otis Cox, Sr.

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

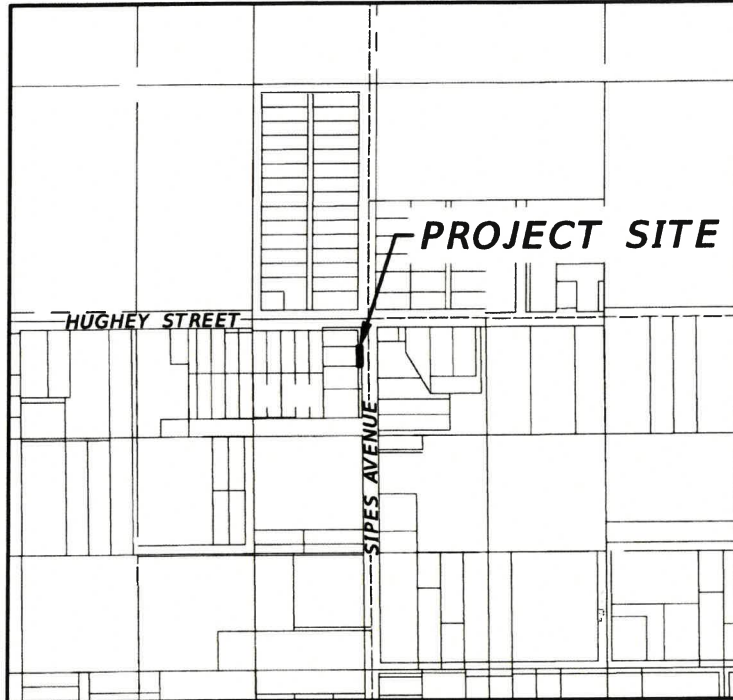


DGS/sfa
01/18/2024
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2023\Midway Drainage Improvement Project\Cox – Parcel 1-801\Purchase Agreement – Cox (Parcel 1-801).docx

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
 MIDWAY DRAINAGE IMPROVEMENT PROJECT
 PARENT PARCEL NO. - 32-19-31-300-051G-0000
 EASEMENT NO./SEARCH NO. - 801/04124

Exhibit "A"



LOCATION MAP

LEGEND:

- AE = ACCESS EASEMENT
- AVE. = AVENUE
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- DE = DRAINAGE EASEMENT
- F = FIELD
- INT. = INTERSECTION
- L = LENGTH
- L1 = LINE #1
- M = MEASURED
- M.O. = MONUMENTED & OCCUPIED
- NR = NON-RADIAL
- NT = NON-TANGENT CURVE
- ORB = OFFICIAL RECORDS BOOK
- O.R. = OFFICIAL RECORDS BOOK
- PG = PAGE
- PB = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PCC = POINT OF COMPOUND CURVATURE
- PC = POINT OF CURVATURE
- POC = POINT ON CURVE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- (R) = RADIAL LOT LINE
- R = RADIUS
- RP = RADIUS POINT
- RW = RIGHT OF WAY
- R/W = RIGHT OF WAY
- COR. = CORNER
- SEC. = SECTION
- DR. = DRIVE
- ST. = STREET
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- ~ = DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.
2. Underground utilities, and/or improvements have not been located.
3. Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.
4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.
5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

- Sheet 1: Location Map, Legend, Notes, and Certification
- Sheet 2: Legal Description
- Sheet 3: Sketch

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: 2023.09.25
 12:59:20
 -04'00'
 Foxit PDF Editor Version: 12.1.3

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

Date: 4/7/23
 Scale: 1:500
 Job No.: 100080164
 F.B.: N/A
 Drawn By: VS & DB
 Ckd. By: JVC
 Sheet: 1 of 3

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-300-051G-0000
EASEMENT NO./SEARCH NO. - 801/04124

LEGAL DESCRIPTION

THAT PART OF:

The North 55 feet of the South 120 feet of the North 198.5 feet of the East 130 feet of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 32, Township 19 South, Range 31 East. (Less that part on the East side for Road). Seminole County, Florida.

Being those certain Lands as described in Official Records Book 4663, Page 1033 and Book 6404, Page 1233 of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Commence at the Northeast Corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 32, Township 19 South, Range 31 East, said Corner also being at the Intersection of the Centerline of Hughey street and the centerline of Sipes Avenue; Thence S 00°47'29" E along said centerline of Sipes Avenue, also being the East Line of said Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, of Section 32, for 133.51 feet to a point along the prolongation of the South line of the aforesaid North 55 feet of the South 120 feet of the North 198.5 feet of the East 130 feet of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 32; Thence run S 89°55'25" W along said South line for 20.00 feet to a point along the West Line of the Right-Of-Way of said Sipes Avenue, said Point Being The Point Of Beginning;

Thence departing said West Line, continue S 89°55'25" W for 10.50 Feet; Thence N 00°47'29" W for 55.00 feet more or less, to a point along the North Line of the aforesaid North 55 Feet of the aforesaid South 120 feet of the North 198.5 feet of the East 130 feet of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 32; Thence N 89°55'25" E along said North Line, for 10.50 feet to a point along the aforesaid West line of the Right-of-Way of Sipes Avenue; Thence S 00°47'29" E along said West line, for 55.00 feet more or less, to The Point Of Beginning;

Containing 578 Square feet more or less

Date: 4/7/23
Scale: _____
Job No.: 100080164
F.B.: N/A
Drawn By: VS & DB
Ckd. By: JVC
Sheet: 2 of 3

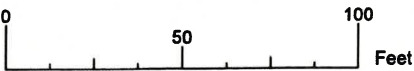
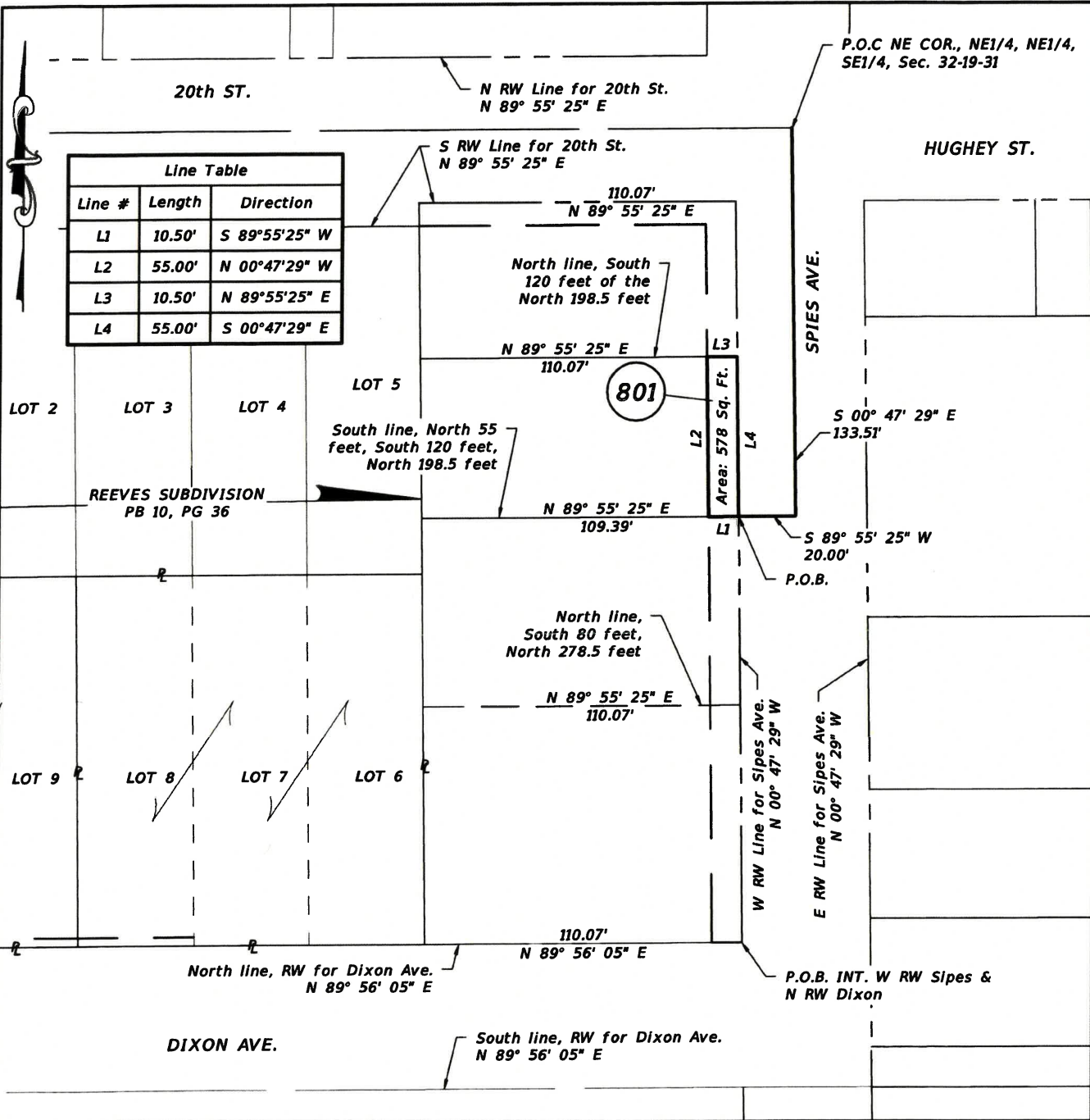
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482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
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Line Table		
Line #	Length	Direction
L1	10.50'	S 89°55'25" W
L2	55.00'	N 00°47'29" W
L3	10.50'	N 89°55'25" E
L4	55.00'	S 00°47'29" E



Notes:
 This is not a survey.
 Bearings are assumed and base upon the East Line of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, of Section 32, having a bearing of S 00°47'29" E.

Date: 4/7/23
 Scale: 1:50
 Job No.: 100080164
 F.B.: N/A
 Drawn By: VS & DB
 Ckd. By: JVC
 Sheet: 3 of 3

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482 South Keller Road
 Orlando, Florida 32810-6101
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