

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between REGINALD C. FLOYD and PATRICIA A. FLOYD, Husband and Wife, whose address is 650 Hillview Drive, Altamonte Springs, Florida 32714, 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. Numbers: 22-21-29-300-019C-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 FORTY-FOUR THOUSAND FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$44,540.00). 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 (2024), 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 (2024), 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.

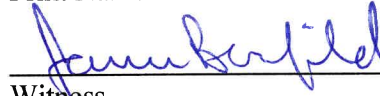
IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:



Witness

Edwin R. Barfield
Print Name



Witness

Jamee Barfield
Print Name



REGINALD C. FLOYD


7/16/2024
Date





Witness

Edwin R. Barfield
Print Name



Witness

Jamee Barfield
Print Name



PATRICIA A. FLOYD

7-16-24
Date

Road Project: Hillview Drive Drainage Improvement Project - Parcel 105
Parcel Address: 650 Hillview Drive, Altamonte Springs, Florida 32714
Owner Name: Reginald C. Floyd & Patricia A. Floyd

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\sf
07/15/2024

T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2024\Hillview Drive Drainage\Floyd, Reginald & Patricia – Parcel 105\Purchase Agreement – Deed – Floyd (Parcel 105).docx

SKETCH OF DESCRIPTION (PARCEL 105)

SEMINOLE COUNTY

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

OWNER: FLOYD, REGINALD C & PATRICIA ANN

Exhibit "A"

LEGAL DESCRIPTION:

THAT PART OF:

BEGIN AT THE SOUTHEAST CORNER OF THE W 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE NORTH 316 FEET, WEST 150 FEET, SOUTH 316 FEET, EAST 150 FEET TO POINT OF BEGINNING, SEMINOLE COUNTY, FLORIDA, LESS ROAD.

BEING THOSE CERTAIN LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1589, PAGE 749 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Lying within the following metes and bounds description:

Commence at the Southeast corner of the Southeast 1/4 of Southwest 1/4 of Northwest 1/4 of aforesaid Section 22; thence South 89°57'56" West along the South line of said Northwest 1/4 of Section 22, for a distance of 328.84 feet, to a point along the East line of the aforesaid Parcel Described in Official Records Book 1589, Page 749, or the Southerly projection thereof, said point also being the Point of Beginning; thence continue South 89°57'56" West along said South line for 150.01 feet to a point along the West line of said Parcel, or the Southerly projection thereof; thence departing said South line, run North 00°26'22" 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 150.01 feet to a point along the aforesaid East line of the Parcel; thence run South 00°09'19" West along said East line or the Southerly projection thereof, for a distance of 25.00 feet to the Point of Beginning; Less any portion thereof lying within the paved roadway for Hillview Drive

Containing 3,750 square feet, more or less

Which includes 1,536 square feet, more or less, lying within the paved roadway for Hillview Drive and 2,214 square feet more or less, lying outside the paved roadway for Hillview Drive

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=
A01410D0000018709DAC369000
4A09F, CN=Jack V Carper
Reason: I am the author of this
document
Location:
Date: 2024.01.22
12:27:56
-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.WY.HL Hillview Dr\Easement SOD\22-21-29-300-019C-0000_105\Fee Simple.dwg, 1/22/2024 11:01 AM, BLA13094

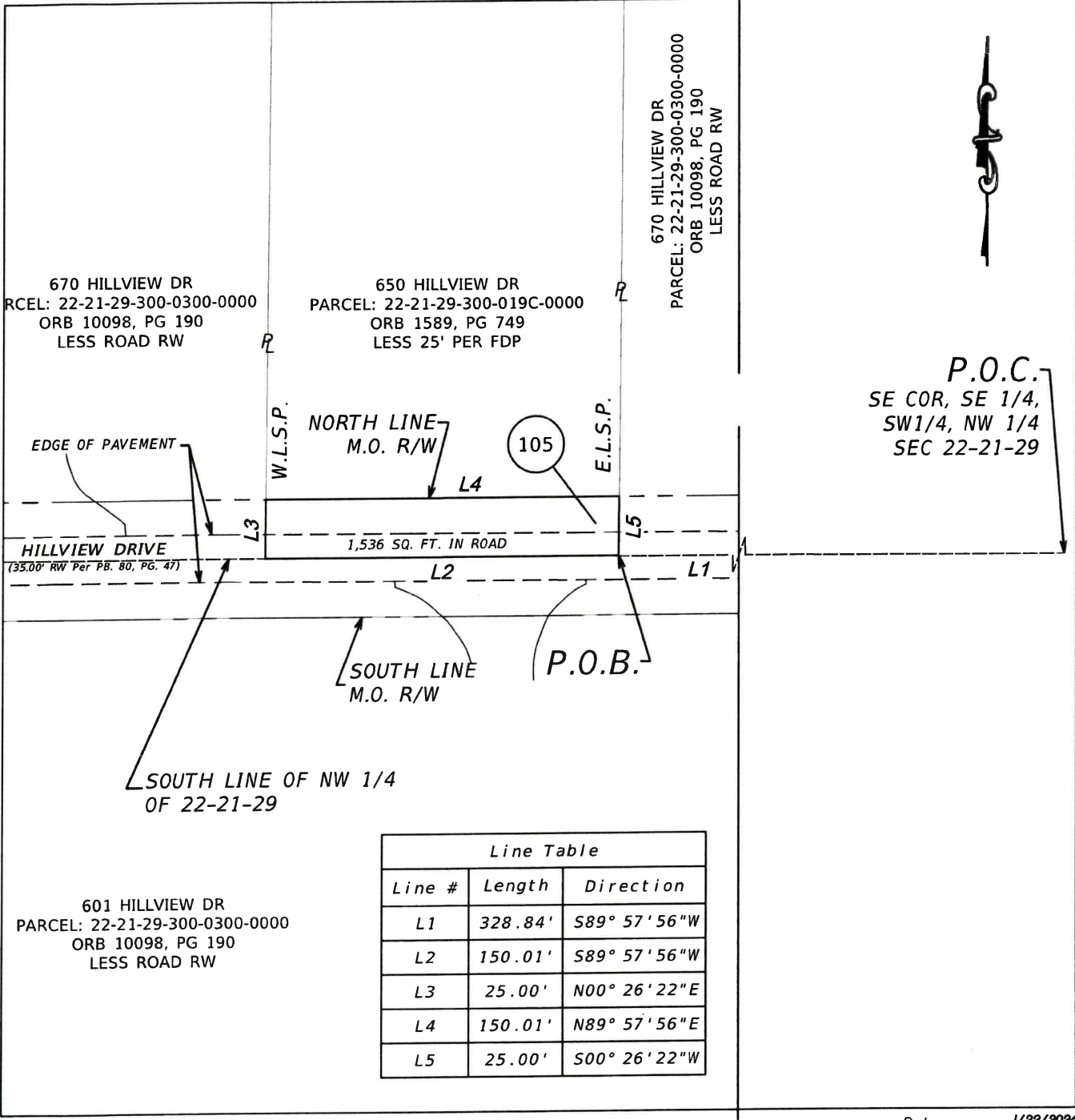
SKETCH OF DESCRIPTION (PARCEL 105)

SEMINOLE COUNTY

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

OWNER: FLOYD, REGINALD C & PATRICIA A

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670 HILLVIEW DR
 RCCEL: 22-21-29-300-0300-0000
 ORB 10098, PG 190
 LESS ROAD RW

650 HILLVIEW DR
 PARCEL: 22-21-29-300-019C-0000
 ORB 1589, PG 749
 LESS 25' PER FDP

670 HILLVIEW DR
 PARCEL: 22-21-29-300-0300-0000
 ORB 10098, PG 190
 LESS ROAD RW

HILLVIEW DRIVE
 (35.00' RW Per P.B. 80, PG. 47)

1,536 SQ. FT. IN ROAD

P.O.C.
 SE COR, SE 1/4,
 SW1/4, NW 1/4
 SEC 22-21-29

SOUTH LINE OF NW 1/4
 OF 22-21-29

601 HILLVIEW DR
 PARCEL: 22-21-29-300-0300-0000
 ORB 10098, PG 190
 LESS ROAD RW

Line Table		
Line #	Length	Direction
L1	328.84'	S89° 57' 56"W
L2	150.01'	S89° 57' 56"W
L3	25.00'	N00° 26' 22"E
L4	150.01'	N89° 57' 56"E
L5	25.00'	S00° 26' 22"W

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