

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between the duly appointed Trustee of Donald W. Boughan Trust and the duly appointed Trustee of the Roberta Sue Boughan Trust, whose address is 1810 Birds Lane, Sumner, Illinois 62466-4021, in this Agreement collectively 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."

W I T N E S S E T H:

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: 25-19-29-300-002G-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). 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 Warranty 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.

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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 Warranty 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 (2022).

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 warranty 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 (2022), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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 (2022), 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.

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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:

DONALD W. BOUGHAN, AS CO-
TRUSTEE OF THE DONALD W.
BOUGHAN TRUST AND ROBERTA SUE
BOUGHAN TRUST

Terrie R Roark
SIGNATURE

BY: Donald W Boughan

Terrie R Roark
PRINT NAME

DONALD W. BOUGHAN
PRINT NAME

Samantha L Boughan
SIGNATURE

6-22-23
DATE

Samantha L Boughan
PRINT NAME

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

Road Project: Orange Blvd Improvement - Parcel 102
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

ATTEST:

ROBERTA SUE BOUGHAN, AS CO-
TRUSTEE OF THE DONALD W.
BOUGHAN TRUST AND ROBERTA SUE
BOUGHAN TRUST

Terrie R Roark
SIGNATURE

BY: Roberta Sue Boughan

Terrie R Roark
PRINT NAME

ROBERTA SUE BOUGHAN
PRINT NAME

Samantha L Baker
SIGNATURE

6-22-23
DATE

Samantha L Baker
PRINT NAME

[Balance of this page intentionally blank; signatory page continues on Page 6]

Road Project: Orange Blvd Improvement - Parcel 102
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

BOARD OF COUNTY COMMISSIONERS
ATTEST:

SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

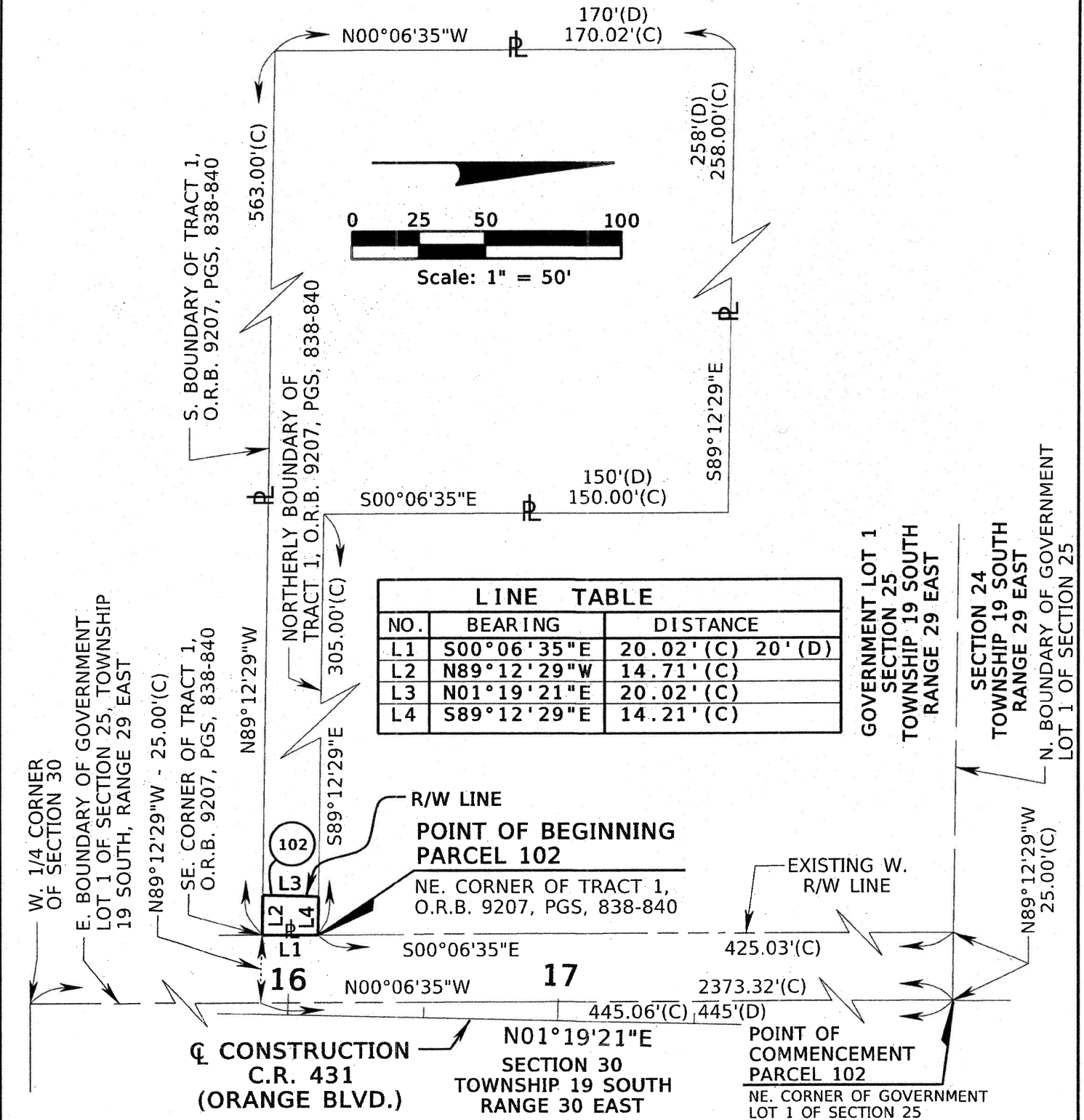
Attachment:
Exhibit "A" – Legal Description and Sketch



DGS/dsk/sfa
Date 2/13/2023
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Donald Boughan Trust\Parcel 102\Purchase Agreement - Deed - No Holdover.docx

**SKETCH OF DESCRIPTION
PARCEL 102
SEE SHEETS 2 AND 3 FOR DESCRIPTION**

Exhibit "A"



**LEGAL DESCRIPTION
PARCEL 102
SEE SHEET 1 FOR SKETCH**

**PARCEL NO. 102
RIGHT OF WAY**

A parcel of land being a portion of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of TRACT 1 of the lands described and recorded in Official Records Book 9207, Pages 838 through 840 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Northeast corner of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida, and run North 89°12'29" West, 25.00 feet along the North boundary of said Government Lot 1 to a point on the existing West right of way line of Orange Boulevard; thence South 00°06'35" East, 425.03 feet along said existing West right of way line to the Northeast corner of TRACT 1 of the lands described and recorded in Official Records Book 9207, Pages 838 through 840 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence continue South 00°06'35" East, 20.02 feet along said existing West right of way line and the East boundary of said TRACT 1 to the Southeast corner of TRACT 1; thence North 89°12'29" West, 14.71 feet along the South boundary of said TRACT 1 to a point; thence North 01°19'21" East, 20.02 feet to a point on the Northerly boundary of said TRACT 1; thence South 89°12'29" East, 14.21 feet along said Northerly boundary of TRACT 1 returning to said POINT OF BEGINNING.

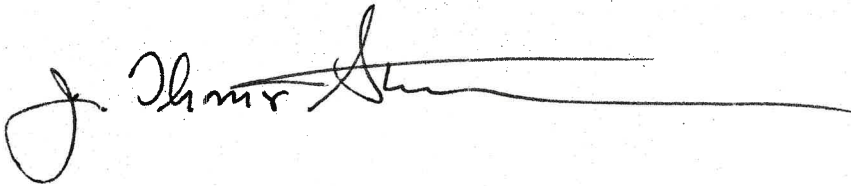
Containing: 290 Square Feet, more or less.

			SEMINOLE COUNTY PUBLIC WORKS			
			LEGAL DESCRIPTION - THIS IS NOT A SURVEY			
			COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)		SEMINOLE COUNTY	
			BY	DATE	<small>PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS102.DGN JOB NO. 29183</small>	
			DRAWN	C.SCHIELKE 04-13-21		
			CHECKED	T.STEVENSON 04-14-21	NOT VALID WITHOUT SHEETS 1 AND 3	
REVISION	BY	DATE	C.I.P. NO. 01785303			
			SHEET 2 OF 3			

**LEGAL DESCRIPTION
PARCEL 102
SEE SHEET 1 FOR SKETCH**

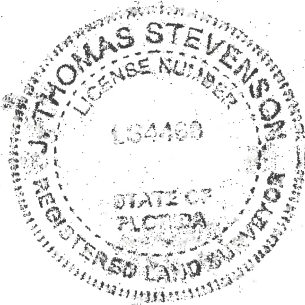
SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the East Boundary of Government Lot 1 of SECTION 25, TOWNSHIP 19 SOUTH, RANGE 29 EAST, Seminole County, Florida, being North 00°06'35" West.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS
FLORIDA REGISTRATION NUMBER 4460
JONES, WOOD & GENTRY, INC. - LB 1
9645 EAST COLONIAL DRIVE - SUITE 114
ORLANDO, FLORIDA 32817
TELEPHONE: 407-898-7780
DATE: APRIL 14, 2021

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



LEGEND

Δ = DELTA/DEFLECTION ANGLE
BLVD = BOULEVARD
(C) = CALCULATED DATA
CL = CENTERLINE
C.I.P. = CAPITAL IMPROVEMENT PROGRAM
C.R. = COUNTY ROAD
(D) = DEED DATA
LB = LICENSED BUSINESS
O.R.B. = OFFICIAL RECORDS BOOK
PGS. = PAGES
P.I. = POINT OF INTERSECTION
PLS = PROFESSIONAL LAND SURVEYOR
PL = PROPERTY LINE
R/W = RIGHT OF WAY

						SEMINOLE COUNTY PUBLIC WORKS									
						LEGAL DESCRIPTION - THIS IS NOT A SURVEY									
						COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)		SEMINOLE COUNTY							
				BY		DATE		PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE: RWPS102.DGN JOB NO. 29183		NOT VALID WITHOUT SHEETS 1 AND 2					
DRAWN		C. SCHIELKE		04-13-21											
REVISION		BY		DATE		CHECKED		T. STEVENSON		04-14-21		C.I.P. NO. 01785303		SHEET 3 OF 3	