



**NOTICE OF INTENT ("NOI")
FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM") "ELEVATE FLORIDA"
PROGRAM**

*For Completion of Acquisition/Demolition Project Between Local Entity and Elevate Florida –
Intended for Deed Restriction, Demolition, and Maintenance of the Property to be used for Open
Space Purposes*

This Notice of Intent ("NOI") is made and entered into as of 1/27/2026, by and between:

Jurisdiction Name: Seminole County
Name: Seminole County Board of County Commissioners
Address: 1101 E 1st St, Sanford, FL 32771
Contact Person: John Lockwood III

AND

The Florida Division of Emergency Management ("FDEM"), a state agency with its principal office at 2555 Shumard Oak Blvd., Tallahassee, FL 32399;

1. Purpose

This NOI to participate confirms the Local Entity's intent in acquiring 100 Horse Lovers Lane, Altamonte Springs, FL 32714 in the acquisition-demolition project IA-0000013358, under Elevate Florida. This parcel will be acquired, and deed restricted to open-space usage as defined in 44 CFR Part 80.

2. Property Description

- **Address** ("the property" or "the parcel"): 100 Horse Lovers Lane, Altamonte Springs, FL 32714
- **Legal Description:** LOT 8 BLK E SPRING VALLEY FARMS SEC 4 PB 14 PG 84
- **Parcel/Tax ID Number:** 22-21-29-502-0E00-0080



3. Roles and Responsibilities

FDEM:

- FDEM will oversee all aspects of compliance with federal and state requirements for the duration of the construction phase of the project.
- FDEM will monitor project progress and adherence to approved scope, timelines, and deliverables.
- FDEM will manage the disbursement of grant funds, including non-federal cost-share allocations and administrative expenses.
- FDEM will coordinate hazardous materials assessments and abatement as necessary.
- FDEM will work with the Property Owner to clear the property title prior to transfer, per FEMA and state requirements.
- FDEM will work with the Third-Party Title Company, of the Property Owner's choice to administer the property transfer.
- FDEM will select and manage pre-approved contractors for demolition activities.
- FDEM will prepare and submit required documentation and reports to FEMA, including project status, financials, and compliance certifications.
- FDEM will provide further details for the Local Entity regarding open space reporting requirements.

Local Entity:

- The Local Entity is responsible for taking ownership of the parcel.
- The Local Entity will file all necessary deed restrictions limiting the property to open space use only, as outlined in section 4 below, in compliance with requirements specified by FEMA and FDEM.
- The Local Entity is responsible for ongoing maintenance and costs of the property as open space.
- The Local Entity will ensure that all property uses comply with FEMA-approved open space guidelines and obtain written approval for any new uses.



- The Local Entity will maintain records of property maintenance, inspections, and any communications with FDEM or FEMA regarding the property.
- Local Entity will ensure compliance to all open space reporting requirements.

4. Property Use

Local Entity participating in Acquisition-Demolition projects will be required to deed restrict the applicable property and agree to maintain the space, in perpetuity, as open space. Allowable uses of open space include:

- Wetlands and Floodplain management areas
- Parks or outdoor recreation areas
- Unimproved, unpaved parking lots
- Camping (except where adequate warning time is not possible to allow for evacuation)
- Nature reserves or grazing areas
- Cultivation

All intended uses for open space following grant closeout must be proposed to and approved by FEMA in writing before implementation. No new structures may be built on the property with the following exceptions:

- Public Restrooms
- Public facilities are open on all sides and functionally related to recreational use or the designated open space.
- A structure that is compatible with open space and conserves the natural function of the floodplain, as approved by FEMA.
- Structures described in the above three bullets that will be elevated or floodproofed to the Base Flood Elevation plus one foot of freeboard and that meet the applicable requirements of the National Flood Insurance Program (NFIP) floodplain management regulations in 44 CFR 60.3.



No structures built on the property will be eligible for coverage under the National Flood Insurance Program (NFIP) and must be floodproofed or elevated to achieve minimum freeboard requirements as defined by local ordinance.

5. Contingencies

- **Approval:** This transaction is contingent upon approval by the governing bodies of the Local Entity, FDEM, FEMA, and compliance with all applicable procurement and property acquisition laws.
- **Environmental and Title Contingency:** FDEM's obligation is contingent upon satisfactory environmental review and clear title receipt.

6. Closing

- **Administrative costs:**
 - The Property Owner will receive 75% of the appraised home value less clearance of any liens against the property; 25% of the home value will be redirected to the non-federal costs required for HMGP grants and administrative costs (e.g., title transfer, appraisal report, title is confirmed and cleared, demolition costs).
 - The Local Entity will not be responsible for any transaction-related costs.
- **Possession:**
 - Possession of the property (i.e., Warranty Deed) shall be delivered to the Local Entity at closing. The deed transferring title to the property and the program deed restrictions must be recorded according to state law and within 14 calendar days after the settlement.
 - The Property Owner must vacate the home within 10 calendar days of closing or the otherwise agreed-upon date.
 - After the transaction and title have been transferred to the Local Entity, FDEM will assign program contractors to demolish all structures on the parcel and remove all debris and hazardous material no more than 90 calendar days after closing.



- The Local Entity will be responsible for all future maintenance costs of the subject property.
- The Local Entity is responsible for ensuring and enforcing proper land use and coordinating with and gaining approval from FEMA on any future land use change or property disposition issues. FEMA must review and approve the proposed land use of all property acquired for open space purposes unless the use is grading and seeding of the former building site.¹
- The Local Entity may subsequently transfer a property interest only with the prior approval of FDEM, the appropriate FEMA regional administrator and only to certain entities in accordance with 44 CFR § 80.19(b) No transfer is permitted for uses other than for open-space use.

7. Public Records and Confidentiality

- This NOI and related documents may be subject to public records laws. Records will be maintained in accordance with Chapter 119, Florida Statutes.
- Both parties agree to keep sensitive information confidential as the law permits under the applicable statutory exemption.

8. Non-Binding Effect

This NOI only records the Local Entity's intentions to participate in this acquisition-demolition project and does not constitute a binding agreement. A binding agreement will result only from executing a formal Tri-Party Agreement, Purchase and Sale Agreement, and all other legal documents as required by law to execute the transaction.

9. Governing Law

This NOI shall be governed by and construed under the laws of the State of Florida.

¹[eCFR: 44 CFR § 80.19\(a\)\(3\)](#) – Land use and oversight.



10. Miscellaneous

- **Amendments:** Any amendments to this NOI must be in writing and signed by both parties.
- **Notices:** All notices under this NOI shall be in writing and delivered to the addresses listed above.
- **Counterparts:** This NOI may be executed in counterparts, each of which shall be deemed an original.
- **No Waiver of Sovereign Immunity:** Nothing in this NOI shall be construed as waiving FDEM's or Local Entity's sovereign immunity.
- **FEMA Selection:** If/when FEMA selects this project for funding, the Local Entity, Property Owner, and FDEM will enter into a Tri-Party Agreement outlining each entity's legal responsibilities.



IN WITNESS WHEREOF, the Local Entity has executed this NOI as of the Effective Date first written above.

The intended use for this property is: Open Space

LOCAL ENTITY

Signature:

Printed Name:

Andria Herr

Title:

Seminole County Board of County Commissioners

Date:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, 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

RM