

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS AGREEMENT** is made and entered into by and between HAGER MAE WILMOT, whose address is 47 Country Wood Landing, Rochester, NY 14626, 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: 32-19-31-300-0320-0000

**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 SEVENTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$17,300.00). 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.

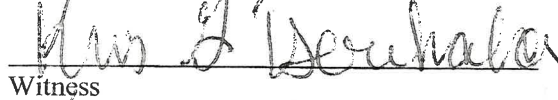
(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

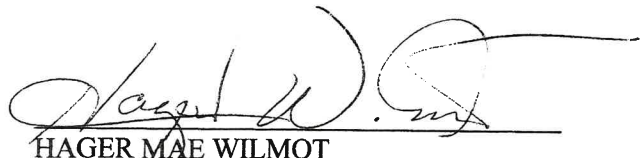
**WITNESSES:**

  
\_\_\_\_\_  
Witness

John J. Costello  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Kris G. Tsoukalas  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
HAGER MAE WILMOT

5/31/2024  
\_\_\_\_\_  
Date

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

Road Project: Midway Drainage Improvement Project - Parcel 1-808  
Parcel Address: Granby Street, Sanford, Florida 32771  
Owner Name: Hager Mae Wilmot

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

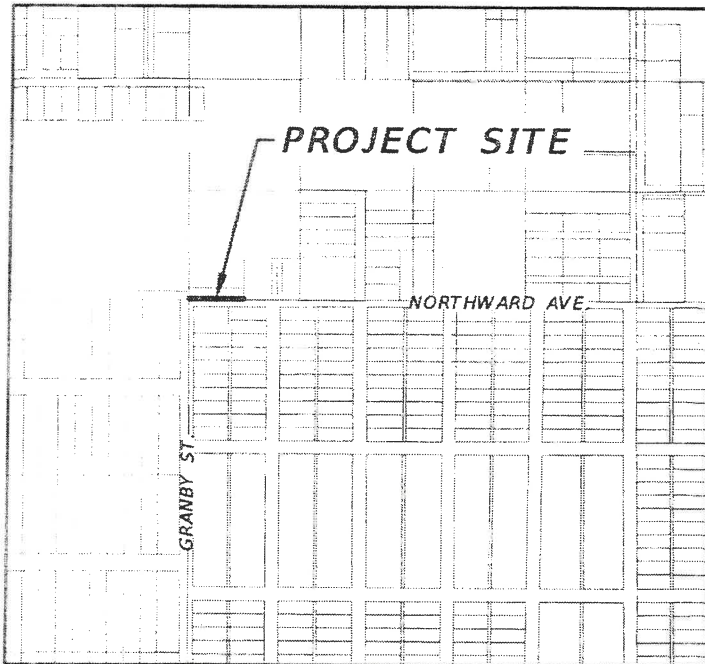
Attachment:  
Exhibit A – Legal Description and Sketch



# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
 MIDWAY DRAINAGE IMPROVEMENT PROJECT  
 PARENT PARCEL NO. - 32-19-31-300-0320-0000  
 EASEMENT NO./SEARCH NO. - 808/04266

# 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

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

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  
 13:11:45  
 -0400  
 Foxit PDF Editor Version: 12.1.3

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

C:\Users\BLAI3094\Documents\Projects\Midway Drainage Basin Final\800\_32-19-31-300-051C-0000\_04122\50D\_GRA\_LSPH\_001.dwg 4/7/23 5:13:11 PM BLAI3094

# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
MIDWAY DRAINAGE IMPROVEMENT PROJECT  
PARENT PARCEL NO. - 32-19-31-300-0320-0000  
EASEMENT NO./SEARCH NO. - 808/04266

## LEGAL DESCRIPTION

A PORTION OF:

SEC 32 TWP 19S RGE 31E  
S 35 FT OF W 1/2 OF SW 1/4  
OF SW 1/4 OF NE 1/4 OF SE 1/4

Being those certain Lands as described in Official Records Book 8207, Page 1539  
of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Begin at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section  
32, Township 19 South, Range 31 East, Seminole County, Florida, said point being on  
the North line of the right-of-way for Northward Avenue;

Thence N 0°34'40" W along the West line of said Northeast 1/4 of the Southeast 1/4,  
for 6.00 feet; thence departing said West line, run N 89°58'06" E for 165.52 feet;  
thence S 0°36'15" E for 6.00 feet to a point along the aforesaid North line of the  
right-of-way for Northward Avenue; thence S 89°58'06" W along said North line for  
165.52 feet to The Point Of Beginning;

Containing 993 Square feet more or less

# ATKINS

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

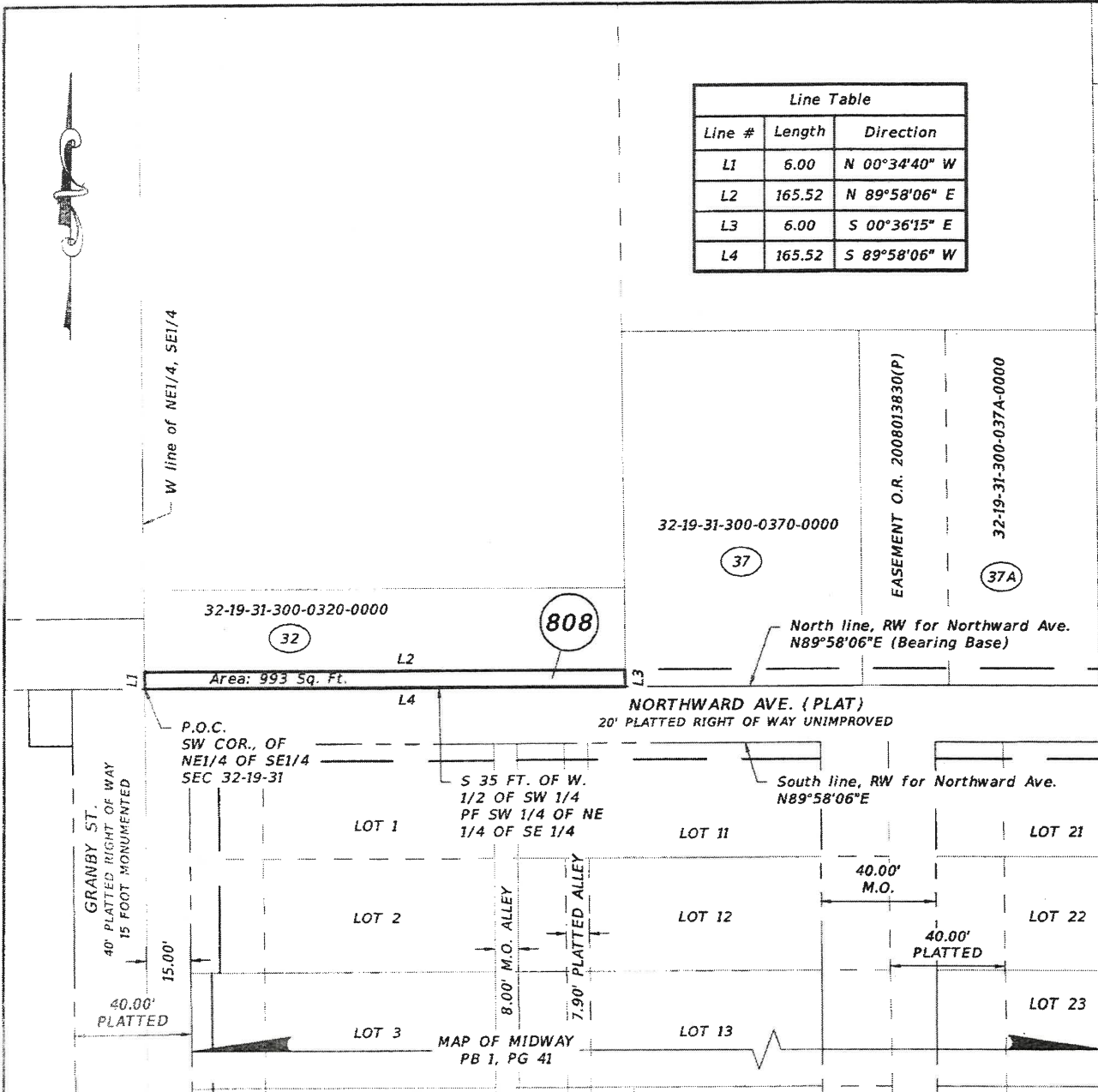
Date: 4/7/23  
Scale: \_\_\_\_\_  
Job No.: 100080164  
F.B.: N/A  
Drawn By: VS & DB  
CKd. By: JVC  
Sheet: 2 of 3

C:\Users\NPL\Atkins\Projects\100080164-Midway Basin Final  
Design\ProjectFiles\ATKINS\Easement\Easement\_800\_32-19-31-300-051C.dwg 04/22/2023 10:00 AM

# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
 MIDWAY DRAINAGE IMPROVEMENT PROJECT  
 PARENT PARCEL NO. - 32-19-31-300-0320-0000  
 EASEMENT NO./SEARCH NO. - 808/04266

Line Table		
Line #	Length	Direction
L1	6.00	N 00°34'40" W
L2	165.52	N 89°58'06" E
L3	6.00	S 00°36'15" E
L4	165.52	S 89°58'06" W



32-19-31-300-0320-0000

32

808

32-19-31-300-0370-0000

37

EASEMENT O.R. 2008013830(P)

32-19-31-300-037A-0000

37A

North line, RW for Northward Ave.  
 N89°58'06"E (Bearing Base)

NORTHWARD AVE. (PLAT)  
 20' PLATTED RIGHT OF WAY UNIMPROVED

South line, RW for Northward Ave.  
 N89°58'06"E

P.O.C. SW COR. OF  
 NE 1/4 OF SE 1/4  
 SEC 32-19-31

S 35 FT. OF W.  
 1/2 OF SW 1/4  
 PF SW 1/4 OF NE  
 1/4 OF SE 1/4

GRANBY ST.  
 40' PLATTED RIGHT OF WAY  
 15 FOOT MONUMENTED

LOT 1

LOT 11

LOT 21

LOT 2

LOT 12

LOT 22

40.00'  
 PLATTED

LOT 3

LOT 13

40.00'  
 PLATTED

LOT 23

MAP OF MIDWAY  
 PB 1, PG 41



## ATKINS

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

Notes:  
 This is not a survey.  
 Bearings are assumed and base upon  
 the North Line of the Right-of-way  
 for Northward Ave. N89°58'06"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

100080164 Midway Drainage Improvement Project  
 04122-500 Dwg. Conn. 05/09/23 5:07 PM, Rm 3224