# PURCHASE AGREEMENT TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA	
COUNTY OF SEMINOLE	)

THIS AGREEMENT is made and entered into by and between ROBERT C. AND KATHLEEN K. KINGSLAND, Husband and Wife, whose address is 1949 Slavia Road, Oviedo, Florida 32765, 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 temporary construction 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 temporary construction 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: 20-21-31-300-001B-0000

### II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey to COUNTY an easement on the Property for the above-referenced project by a Temporary Construction Easement for a term of five (5) years from the date of commencement of the above-described Road Project, free of all liens and encumbrances, for the sum of SIXTY FIVE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$65,740.00). 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 the Temporary Construction 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 Temporary Construction 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 (2025).

### 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 temporary construction 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 (2025), 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.
- (I) 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 (2025), 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:		
All Bufield	Roxa	
Witness	ROBERT C. KINGSLAND	
Edwin R. Bar Field	7-31-2025	
Print Name	Date	
Witness		
James Barfield	_	
Print Name		
My Buffe	Kathleen Kingsland	
Witness	KÁTHLEEN K. KINGSLAND	
Edwin R. Bartield	7/31/25	
Print Name	Date	
Witness		
Jamese Barlield	_	
Print Name		

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

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By: JAY ZEMBOWER, Chairman
GRANT MALOY Clerk to the Board of County Commissioners of	JAY ZEMBOWER, Chairman
County Commissioners of Seminole County, Florida.	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	<del>_</del>
Attachment.	XTX

GLK/kly

7/3/25
T\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Temporary Construction - Kingsland.docx

Exhibit A – Legal Description and Sketch

### LEGAL DESCRIPTION

# Exhibit "A"

A parcel of land located in the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 21 South, Range 31 East, Seminole County, Florida, being a portion of the lands described in Official Records Book 2389, Page 943 of the Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with disk stamped "REG. PUB. SUR. NO. 873 1978 1/4 COR 20/21" marking the East 1/4 corner of Section 20, Township 21 South, Range 31 East, Seminole County, Florida; thence run South 89°46'50" West along the North line of the Southeast 1/4 of said Section 20, a distance of 2005.18 feet to a point on the Northerly extension of the East line of said lands described in Official Records Book 2389, Page 943; thence departing said North line, run South 00°55'05" East along said Northerly extension, a distance of 50.00 feet to a point on the existing South Right of Way line of Slavia Road, a 100.00 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map Section 97770-2301 for the POINT OF BEGINNING; thence departing said Northerly extension, continue South 00°55'05" East along the East line of said described lands, a distance of 9.00 feet to a point on a line lying 9.00 feet Southerly of and parallel with said South Right of Way line; thence departing said described lands; thence departing said parallel line, run North 00°55'05" West along said West line, a distance of 9.00 feet to a point on aforesaid South Right of Way line; thence departing said West line, run North 89°46'50" East along said South Right of Way line, a distance of 260.00 feet to the POINT OF BEGINNING.

Containing 2340 square feet, more or less.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR CERTIFICATION & LEGEND

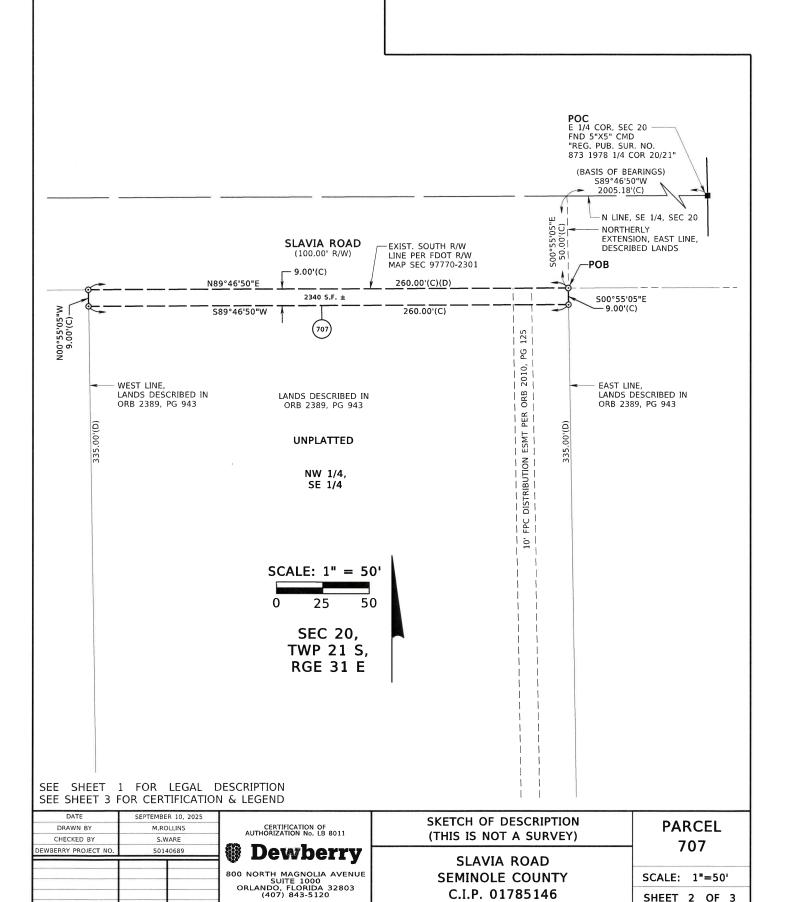
DRAWN BY CHECKED BY	M.RO	LLINS /ARE	CERTIFICATION OF AUTHORIZATION No. LB 8011	(THIS IS NOT A SURVEY)	PARCEL 707
DEWBERRY PROJECT NO.	5014	10689	Dewberry	SLAVIA ROAD	707
			800 NORTH MAGNOLIA AVENUE SUITE 1000	SEMINOLE COUNTY	SCALE: N/A
REVISION BY	ORLANDO, FLORIDA 32803 (407) 843-5120	C.I.P. 01785146	SHEET 1 OF 3		

## SKETCH OF DESCRIPTION

DATE

BY

REVISION



SHEET 2 OF 3

### SKETCH OF DESCRIPTION

#### **LEGEND & ABBREVIATIONS**

ORB = OFFICIAL RECORDS BOOK = ACRES AC. PB = PLAT BOOK = CAPITAL IMPROVEMENT PROGRAM C.I.P. PKD = PARKER-KALON NAIL AND DISK CM = CONCRETE MONUMENT CMD = CONCRETE MONUMENT W/ DISK = PAGE / PAGES COR = CORNER = POINT OF INTERSECTION POB = POINT OF BEGINNING CR = COUNTY ROAD POC = POINT OF COMMENCEMENT = CALCULATED DISTANCE (C) PSM = PROFESSIONAL SURVEYOR AND MAPPER = DEED DISTANCE (D) = PLAT = DEED BOOK DB RGE = RANGE= EASEMENT **ESMT** = RIGHT EXIST. = EXISTING RT = FLORIDA DEPARTMENT OF TRANSPORTATION R/W = RIGHT OF WAY**FDOT** = SEMINOLE COUNTY **FND** = FOUND **FPC** = FLORIDA POWER CORPORATION SEC = SECTION F.P. = FINANCIAL PROJECT = STATE ROAD SRD = STATE ROAD DEPARTMENT (F) = FIELD DISTANCE STA. = STATION ID = IDENTIFICATION S.F. = SQUARE FEET **IRC** = IRON ROD WITH CAP TCE = TEMPORARY CONSTRUCTION EASEMENT = LICENSED SURVEY BUSINESS LB = MAG NAIL AND DISK TWP = TOWNSHIP MND = WITH ND = NAIL AND DISK W/ = MORE OR LESS = NUMBER NO. = NOT TO SCALE = CHANGE IN DIRECTION NTS = NOT APPLICABLE = SAME PROPERTY OWNER N/A

### NOTES:

- THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS TO COMMITMENT NO. 1384369, EFFECTIVE DATE OF APRIL 10, 2023.
- 2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, USING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN), DERIVING A BEARING OF SOUTH 89°46'50" WEST ALONG THE NORTH LINE OF THE SE 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEILA A. WARE, PSM

LICENSE NUMBER 5529

CERTIFY

DESCRIPTION IS IN ACCORDANCE WITH THE

STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE

PURSUANT TO SECTION 472:027 FLORIDA

THIS

SKETCH

DATE

DATE	SEPTEMBE	R 10, 2025	
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		ı
DEWBERRY PROJECT NO.	50140689		li
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			1
REVISION	BY	DATE	L

CERTIFICATION OF AUTHORIZATION No. LB 8011 Dewberry

800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120

SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

= R/W LINE

HEREBY

**SLAVIA ROAD** SEMINOLE COUNTY C.I.P. 01785146

PARCEL 707

SCALE: N/A

SHEET 3 OF 3