

**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.

(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 (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.

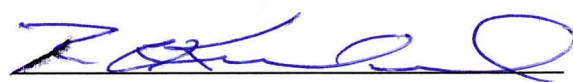
(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(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.

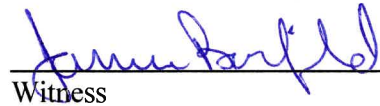
WITNESSES:


Witness


ROBERT C. KINGSLAND

Edwin R. Barfield
Print Name

7-31-2025
Date


Witness

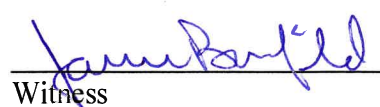
Jamee Barfield
Print Name


Witness


KATHLEEN K. KINGSLAND

Edwin R. Barfield
Print Name

7/31/25
Date


Witness

Jamee Barfield
Print Name

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

Road Project: Slavia Road Widening Project – Parcel 20-21-31-300-001B-0000
Parcel Address: 1949 Slavia Road, Oviedo, Florida 32765
Owner Name: Robert C. Kingsland and Kathleen Kingsland

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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



GLK/kly
7/3/25

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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 East line, run South 89°46'50" West along said parallel line, a distance of 260.00 feet to a point on the West line of 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

DATE	SEPTEMBER 10, 2025	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)	PARCEL 707
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
DEWBERRY PROJECT NO.	50140689			
			SLAVIA ROAD SEMINOLE COUNTY C.I.P. 01785146	SCALE: N/A
				SHEET 1 OF 3
REVISION	BY	DATE		

SKETCH OF DESCRIPTION

POC
E 1/4 COR. SEC 20
FND 5"X5" CMD
"REG. PUB. SUR. NO.
873 1978 1/4 COR 20/21"

(BASIS OF BEARINGS)
S89°46'50"W
2005.18'(C)

N LINE, SE 1/4, SEC 20
NORTHERLY
EXTENSION, EAST LINE,
DESCRIBED LANDS

POB

SLAVIA ROAD
(100.00' R/W)

EXIST. SOUTH R/W
LINE PER FDOT R/W
MAP SEC 97770-2301

N89°46'50"E

9.00'(C)

260.00'(C)(D)

2340 S.F. ±

S89°46'50"W

260.00'(C)

500°55'05"E
50.00'(C)

500°55'05"E
9.00'(C)

N00°55'05"W
9.00'(C)

WEST LINE,
LANDS DESCRIBED IN
ORB 2389, PG 943

LANDS DESCRIBED IN
ORB 2389, PG 943

EAST LINE,
LANDS DESCRIBED IN
ORB 2389, PG 943

335.00'(D)

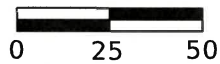
UNPLATTED

NW 1/4,
SE 1/4

10' FPC DISTRIBUTION ESMT PER ORB 2010, PG 125

335.00'(D)

SCALE: 1" = 50'



SEC 20,
TWP 21 S,
RGE 31 E

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR CERTIFICATION & LEGEND

DATE	SEPTEMBER 10, 2025		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)	PARCEL 707
DRAWN BY	M.ROLLINS				
CHECKED BY	S.WARE				
DEWBERRY PROJECT NO.	50140689				
				SLAVIA ROAD SEMINOLE COUNTY C.I.P. 01785146	SCALE: 1"=50'
					SHEET 2 OF 3
REVISION	BY	DATE			

SKETCH OF DESCRIPTION

LEGEND & ABBREVIATIONS

AC. = ACRES
C.I.P. = CAPITAL IMPROVEMENT PROGRAM
CM = CONCRETE MONUMENT
CMD = CONCRETE MONUMENT W/ DISK
COR = CORNER
CR = COUNTY ROAD
(C) = CALCULATED DISTANCE
(D) = DEED DISTANCE
DB = DEED BOOK
ESMT = EASEMENT
EXIST. = EXISTING
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FND = FOUND
FPC = FLORIDA POWER CORPORATION
F.P. = FINANCIAL PROJECT
(F) = FIELD DISTANCE
ID = IDENTIFICATION
IRC = IRON ROD WITH CAP
LB = LICENSED SURVEY BUSINESS
MND = MAG NAIL AND DISK
ND = NAIL AND DISK
NO. = NUMBER
NTS = NOT TO SCALE
N/A = NOT APPLICABLE

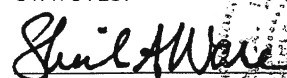
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PKD = PARKER-KALON NAIL AND DISK
PG = PAGE / PAGES
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
(P) = PLAT
RGE = RANGE
RT = RIGHT
R/W = RIGHT OF WAY
SC = SEMINOLE COUNTY
SEC = SECTION
SR = STATE ROAD
SRD = STATE ROAD DEPARTMENT
STA. = STATION
S.F. = SQUARE FEET
TCE = TEMPORARY CONSTRUCTION EASEMENT
TWP = TOWNSHIP
W/ = WITH
± = MORE OR LESS
⊙ = CHANGE IN DIRECTION
——— = SAME PROPERTY OWNER
- - - - - = R/W LINE

NOTES:

1. 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

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


SHEILA A. WARE, PSM
LICENSE NUMBER 5529

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

DATE	SEPTEMBER 10, 2025	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)	PARCEL 707
DRAWN BY	M.ROLLINS		SLAVIA ROAD SEMINOLE COUNTY C.I.P. 01785146	SCALE: N/A
CHECKED BY	S.WARE			SHEET 3 OF 3
DEWBERRY PROJECT NO.	50140689			
REVISION	BY			DATE