

**FIRST AMENDMENT TO PURCHASE AGREEMENT – PERMANENT EASEMENT
BETWEEN SEMINOLE COUNTY AND HOMETOWN HOMEOWNER'S
ASSOCIATION, INC.**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____ and is to that certain Purchase Agreement made and entered into on the 12th day of December, 2017, between **HOMETOWN HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose principal address is 5388 Rocking Horse Place, Oviedo, Florida 32765, in this Amendment 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 Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, OWNER and COUNTY entered into the above referenced Purchase Agreement on December 12, 2017 (the "Agreement"), in which COUNTY agreed to purchase a Permanent Easement over certain real property described as Tract H; and

WHEREAS, although the COUNTY has already closed on the original purchase, changes to the scope of the road project affecting Tract H have led both OWNER and COUNTY to mutually agree on certain modifications to the Agreement;

WHEREAS, the parties desire to amend the Agreement to eliminate Section III(r), relating to the COUNTY's obligation to install and maintain a fence, and provide OWNER with an additional payment of Nineteen Thousand Eighty-Five and No/100 Dollars (\$19,085),

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Purchase Agreement as follows:

Owner(s) Name: Hometown Homeowner's Association, Inc.

1. Elimination of Section III(r). Section III(r), relating to the COUNTY's obligation to install and maintain a fence and access gates along Dean Road frontage of Tract H, is hereby deleted in its entirety and shall be of no further force or effect.

2. Additional Payment to OWNER. The COUNTY agrees to pay OWNER an additional sum of Nineteen Thousand Eighty-Five and No/100 Dollars (\$19,085) in full satisfaction of all compensation related to this acquisition. This payment is in addition to the original purchase price already paid under the Agreement.

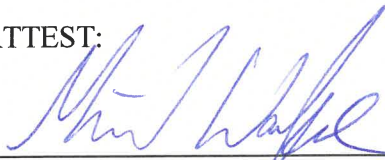
3. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

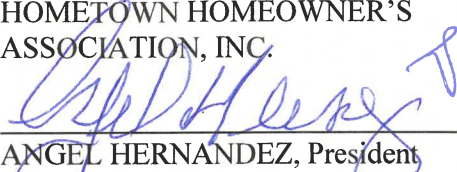
IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.



ATTEST:



MICHAEL WOLFE, Secretary

HOMETOWN HOMEOWNER'S
ASSOCIATION, INC.


ANGEL HERNANDEZ, President

(CORPORATE SEAL)

Date: 10/29/24

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Road Project: Dean Road

Parcel No.: 810

Owner(s) Name: Hometown Homeowner's Association, Inc.

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

GLK/kly

10/3/24 10/17/24

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