

**PURCHASE AGREEMENT**  
Fee Simple

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between THOMAS J. SHEIPE and MARGARET P. SHEIPE, husband and wife, whose address is 4730 Orange Blvd, Sanford, Florida 32771, 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 road project 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 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: 16-19-30-5AB-0500-002A

**II. CONVEYANCE AND PURCHASE PRICE**

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of ONE MILLION SIX HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,662,800.00). 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 Warranty Deed, 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, 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 Warranty Deed 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 (2024).

### 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. 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. COUNTY may, but is not obligated to, extend possession of the Property by OWNER. Any COUNTY approval for OWNER's extended possession must be evidenced by a written holdover agreement or other appropriate document. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER shall exercise diligent care in protecting the Property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters, and other similar items included in the purchase price, as well as the land itself, must be preserved in normal conditions and turned over to COUNTY by OWNER, intact, if applicable.

(c) COUNTY shall allow OWNER extended possession of the property from the date of delivery of the instruments and closing of this Agreement up to one year thereafter. OWNER and COUNTY shall enter into a holdover agreement for extended possession in the form attached to this Agreement as Exhibit "B." During the period from the date of the execution of this Agreement by both parties and the closing, OWNER shall maintain the Property according to Section 5 of the attached Holdover Agreement.

(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 warranty deed.

(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 (2024), 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 (2024), 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.

ATTEST:



Signature

Edwin R. Barfield

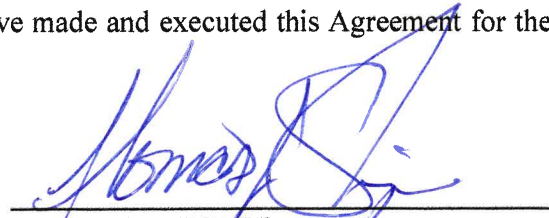
Print Name



Signature

Jamee Barfield

Print Name



THOMAS J. SHEIPE

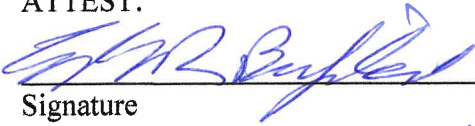
7-18-24

Date

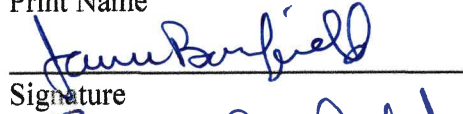


Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

ATTEST:

  
Signature

Edwin R. Barfield  
Print Name

  
Signature

June Barfield  
Print Name

  
MARGARET P. SHEIPE

7-18-2024  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 6]*

Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

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  
Exhibit "B" – Holdover Agreement

# Exhibit "A"

## PARCEL 150 - REMAINDER PROPERTY LEGAL DESCRIPTION

All that part of Lot 7, East of (Smith) Canal being triangular in shape and that portion of Lot 2, East of (Smith) Canal, Block 5, Sanford Farms, Seminole County, Florida, according to the plat thereof, as recorded in Plat Book 1, Pages 127 and 128, of the Public Records of Seminole County, Florida.

### **LESS AND EXCEPT:**

A parcel of land lying in Northeast 1/4 of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 2 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 6028, Pages 1854 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 4 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida, said corner being on the existing Northerly right of way line of Orange Boulevard; thence run South 76°40'37" East, 676.96 feet along said existing Northerly right of way line and the South boundary of said Block 5 of SANFORD FARMS to the Southwest corner of the lands described and recorded in Official Records Book 6028, Page 1854 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence North 00°47'08" East, 18.25 feet along the West boundary of said lands to a point; thence North 76°42'50" East, 350.59 feet to a point on the East boundary of Lot 2 of said Block 5 and said lands; thence South 00°22'07" East, 17.93 feet along said East boundaries to the Southeast corner of said lands and Lot 2, said corner also being on the aforesaid existing Northerly right of way line of Orange Boulevard; thence South 76°40'37" West, 351.02 feet along said existing right of way line and the South boundary of said lands and Lot 2, returning to said POINT OF BEGINNING.

## **EXHIBIT "B"**

Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

### **HOLDOVER AGREEMENT**

**THIS HOLDOVER AGREEMENT** is made and entered into by and between THOMAS J. SHEIPE and MARGARET P. SHEIPE, husband and wife, whose address is 4730 Orange Boulevard, Sanford, Florida 32771, in this Agreement referred to collectively 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**, OWNER owns certain real property located at 4730 Orange Boulevard, Sanford, Florida 32771, more specifically described in Section 2 below (in this Agreement referred to as "the Property") which OWNER desires to sell to COUNTY and COUNTY desires to purchase pursuant to the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, as part of the consideration for OWNER agreeing to sell OWNER's property to COUNTY, COUNTY, after the execution and delivery of the Warranty Deed and payment of the purchase price at closing, agrees to allow OWNER to have extended possession and use of the Property for its current use of the Property as OWNER's residence, for a period from the date of the closing in accordance with the Purchase Agreement through and including December 31, 2024; and

**WHEREAS**, this Holdover Agreement is an integral part of the sale and purchase of the Property; and

**WHEREAS**, the parties intend that OWNER's continued occupancy and use of the Property constitute an integral part of the Purchase Agreement between the parties and are therefore excluded from the provisions of Chapter 83, Florida Statutes (2024), as this statute may be amended from time to time.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, OWNER and COUNTY agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and constitute a material part of this Agreement upon which they have relied.

**Section 2. The Property.** The legal description, physical address, and parcel identification number of the Property that is subject to this Holdover Agreement are as follows:



Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

See attached Exhibit "A" for legal description and sketch (the "Property").

Parcel I. D. Number: 16-19-30-5AB-0500-002A

Property Address: 4730 Orange Boulevard, Sanford, Florida 32771

**Section 3. Term.** The term of this Holdover Agreement begins on the date of the closing on COUNTY's purchase of the Property pursuant to the Purchase Agreement between the parties and continues through and including December 31, 2024, unless terminated earlier as provided for in this Agreement.

**Section 4. Use of the Property.** For the duration of the extended possession and use period, OWNER shall not permit any new occupant or use of the Property other than its current use and occupant.

**Section 5. Maintenance of the Property.** OWNER is responsible for the cost of all maintenance and repair of the Property, including:

A. The interior of the building, including but not limited to plumbing, electrical and heating/AC systems, and hot water tank.

B. The exterior of the building, including paint, windows, doors, roofing systems and structural elements.

OWNER shall maintain the Property in compliance with all applicable laws, statutes, and ordinances. Although it is anticipated that the building on the Property will be demolished after possession is surrendered to COUNTY, OWNER shall maintain the Property in a state of repair sufficient for it not to become a nuisance during the term of this Holdover Agreement.

**Section 6. Utilities.** During the extended possession and use period, OWNER is responsible for payment of all utilities used on the Property, including but not limited to, electricity, telephone, water, and garbage and waste removal, and for payment of any utility deposits.

**Section 7. Hold Harmless.** OWNER shall hold harmless, indemnify and defend COUNTY, its elected officials, employees and agents from and against any and all claims, liability, loss or damage as a result of claims, demands, costs or judgments arising from or related to injury or damages of any nature, to persons or property from the use of the Property during the extended possession and use period.

**Section 8. Insurance/Risk of Loss.** During the extended possession and use period, OWNER shall obtain and maintain general liability insurance coverage in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per occurrence, naming COUNTY as an additional insured. This liability coverage must be primary. During the extended

possession and use period, OWNER shall bear the risk of loss for all personal and real property located on the Property. In the event that the residential structure on the Property, or a major portion of it is damaged or destroyed by fire, lightning, storm or other casualty, or is condemned by local officials, this Holdover Agreement will terminate automatically, the right to extended possession and use of the Property by OWNER will cease, and possession of the Property will be surrendered to COUNTY.

**Section 9. Removal of Contents, Fixtures, and Equipment.** During the extended possession and use period, OWNER may remove, at OWNER's expense, any of the contents, fixtures, and equipment from the Property. Any personal property not removed at the end of that period, will be deemed to have been abandoned by OWNER and may be retained or disposed of by COUNTY.

**Section 10. Cancellation and Termination.** This Holdover Agreement may be cancelled or terminated by OWNER at any time, with or without cause, upon not less than ten (10) days' written notice delivered to COUNTY or, at the option of COUNTY, immediately in the event that any of the terms of this Holdover Agreement are violated. In the event of termination or cancellation or at the expiration of this Holdover Agreement, OWNER shall deliver up and surrender possession of the Property to COUNTY.

**Section 11. Captions.** The captions contained in this Agreement are for convenience only and are not a part of this Holdover Agreement.

**Section 12. Entire Agreement.** This Holdover Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the extended possession and use of the Property are superseded by this Holdover Agreement and are of no force and effect. This Holdover Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

**Section 13. No Assignment.** This Holdover Agreement is not assignable.

**Section 14. Applicable Law and Venue.** This Holdover 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, Florida.

**Section 15. Partial Invalidity.** In the event that any paragraph or portion of this Holdover Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion will be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions will remain in full force and effect.

Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

**Section 16. Construction of Holdover Agreement.** All parties to this Agreement acknowledge that they either have had the benefit of independent counsel with regard to this Agreement, or had the reasonable opportunity to engage the same, and that this Agreement has been prepared as a result of the joint efforts of both parties. Accordingly, all parties agree that the provisions of this Agreement may not be construed or interpreted for or against any party to this Agreement based upon authorship.

**Section 18. Effective Date.** The Effective Date of this Agreement is the date of last execution by OWNER or COUNTY.

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

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
THOMAS J. SHEIPE, Owner

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
MARGARET P. SHEIPE, Owner

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

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 \_\_\_\_\_,  
202\_\_ regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DGS/sfa  
07/17/2024

Attachment:

Exhibit "A" – Legal description and sketch

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Sheipe\Holdover - Sheipe (Parcel 150).docx

# Exhibit "A"

## PARCEL 150 - REMAINDER PROPERTY LEGAL DESCRIPTION

All that part of Lot 7, East of (Smith) Canal being triangular in shape and that portion of Lot 2, East of (Smith) Canal, Block 5, Sanford Farms, Seminole County, Florida, according to the plat thereof, as recorded in Plat Book 1, Pages 127 and 128, of the Public Records of Seminole County, Florida.

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