

**PURCHASE AGREEMENT
DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between CD INVESTMENTS & DEVELOPMENT LLC, a Florida Limited Liability Company, whose address is 10416 Pleasant Spring Way, Riverview, Florida 33578, and DASHAWN OXFORD, whose address is 40 W. Union Avenue, Bound Brook, NJ 08805, 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 Identification Nos.: 32-19-31-300-0370-0000 and 32-19-31-300-037A-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 TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$29,500.00). 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 (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 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 (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.

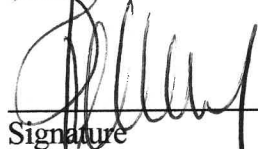
(n) This Agreement is not assignable.

(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.

WITNESSES:


Signature

Pauline Mattley
Print Name

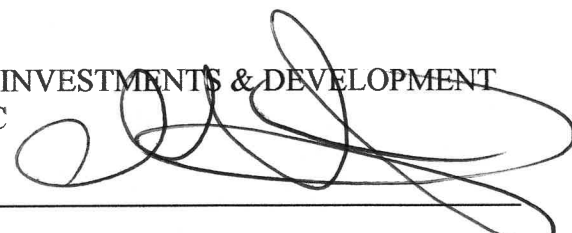
Address: 457 N. Highland Ave
Atlanta GA 30309


Signature


KEVIN Black
Print Name

Address: 300 ALEXANDER ST
Newark NJ 07106

CD INVESTMENTS & DEVELOPMENT
LLC

By: 

Christopher Riley
Print Name

Its: 

4.2.25
Date

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

Road Project: Midway Drainage Improvement Project – Parcels 1-809 & 1-810
Parcels Address: 2203 Church Street, Sanford, FL 32771
Owner Name: CD Investments & Development LLC & Dashawn Oxford

WITNESSES:

Jeri
Signature

Jeanise Diaz
Print Name

Address: 40 W. Union Ave
Bound Brook NJ, 08805

Eloise Curry
Signature

Eloise Curry
Print Name

Address: 148 Alexander St.
Newark N.J 07106

GRANTOR:

[Signature]
DASHAWN OXFORD



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

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

DGS/sfa
03/03/2025

T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\CD Investments and Oxford\Purchase Agreement – CD Investments & Oxford
rev1.docx

SKETCH OF DESCRIPTION

SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-300-0370-0000

EASEMENT NO./SEARCH NO. - 809/04200a

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
LI = 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

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
13:12:31
-04'00'
Foxit PDF Editor Version: 12.1.3

**Jack V
Carper**

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

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

SKETCH OF DESCRIPTION

SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-300-0370-0000

EASEMENT NO./SEARCH NO. - 809/04200a

LEGAL DESCRIPTION

A PORTION OF:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH,
RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 206
FEET THEREOF LESS AND EXCEPT ANY PORTION THEREOF CONVEYED BY THE
DEED IN OFFICIAL RECORDS BOOK 6777, PAGE 334, OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

Being those certain Lands as described in Official Records Book 9793, Page 1039
of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Commence 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
89°58'06" E along said North line for 165.52 feet to The Point Of Beginning;

Thence departing said North line run: N 0°36'15" W for 6.00 feet; thence N
89°58'06" E for 82.76 feet; thence S 0°37'04" 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 for 82.76 feet
to the Point Of Beginning;

Containing 497 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

SKETCH OF DESCRIPTION

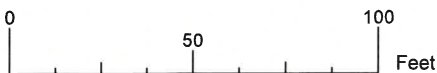
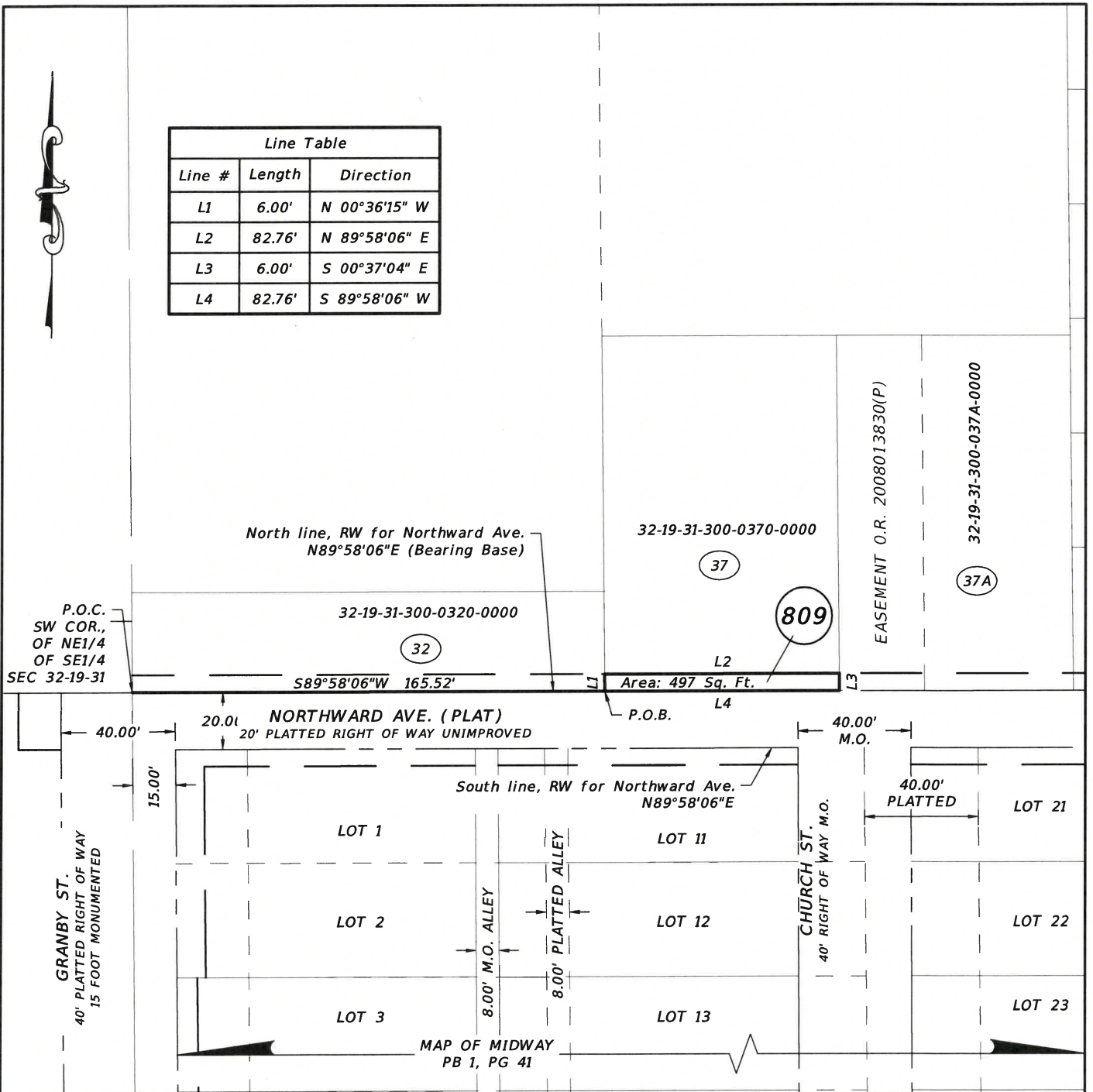
SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-300-0370-0000

EASEMENT NO./SEARCH NO. - 809/04200a

Line Table		
Line #	Length	Direction
L1	6.00'	N 00°36'15" W
L2	82.76'	N 89°58'06" E
L3	6.00'	S 00°37'04" E
L4	82.76'	S 89°58'06" W



ATKINS

482 South Keller Road
Orlando, Florida 32810-6101

Tel : 407/647-7275 Certificate No. LB 24

Notes:

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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

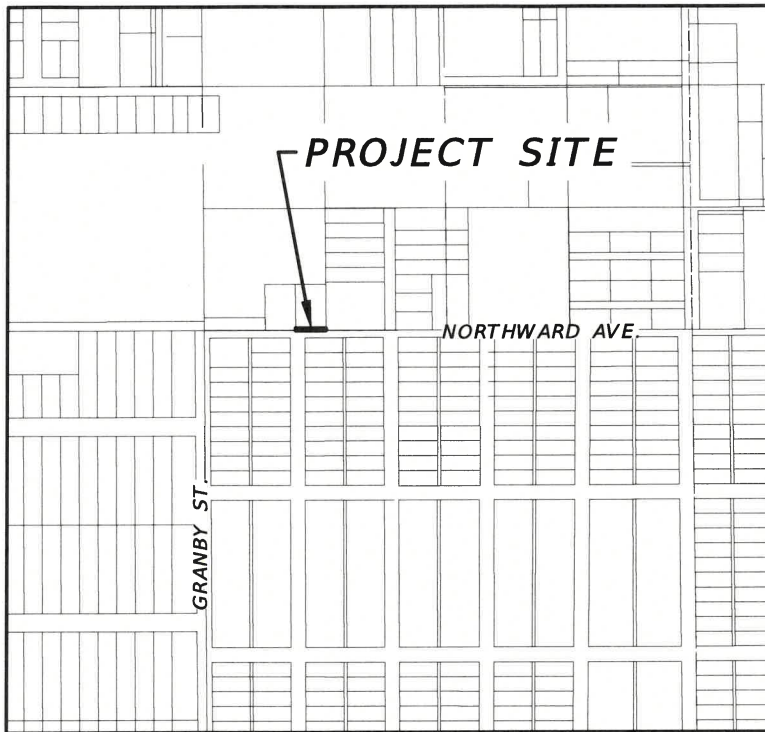
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PARENT PARCEL NO. - 32-19-31-300-037A-0000

EASEMENT NO./SEARCH NO. - 810/04200b



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SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-300-037A-0000

EASEMENT NO./SEARCH NO. - 810/04200b

LEGAL DESCRIPTION

THAT PART OF:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH,
RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH THE NORTH 206
FEET THEREOF

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED BY THE DEED IN OFFICIAL
RECORDS BOOK 6777, PAGE 334, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

Lying within following metes and bounds description:

Begin at the Southwest corner of Lot 1 of the plat of "VEINO'S ADDITION TO
MIDWAY" as recorded in Plat Book 7, Page 67 of the Public Records of Seminole
County, Florida said corner also being along the North line of the right-of-way of
Northward Avenue;

Thence S 89°58'06" W along said North line for 82.76 feet; thence departing said
North line, run: N 0°37'04" W for 6.00 feet; thence: N 89°58'06" E for 82.76 feet to
a point along the West line of aforesaid Lot 1; thence: S 0°37'53" E along said West
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Containing 497 Square feet more or less

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482 South Keller Road
Orlando, Florida 32810-6101

Tel : 407/647-7275 Certificate No. LB 24

Date: 4/7/23

Scale: _____

Job No.: 100080164

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Drawn By: VS & DB

Ckd. By: JVC

Sheet: 2 of 3

SKETCH OF DESCRIPTION

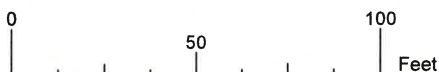
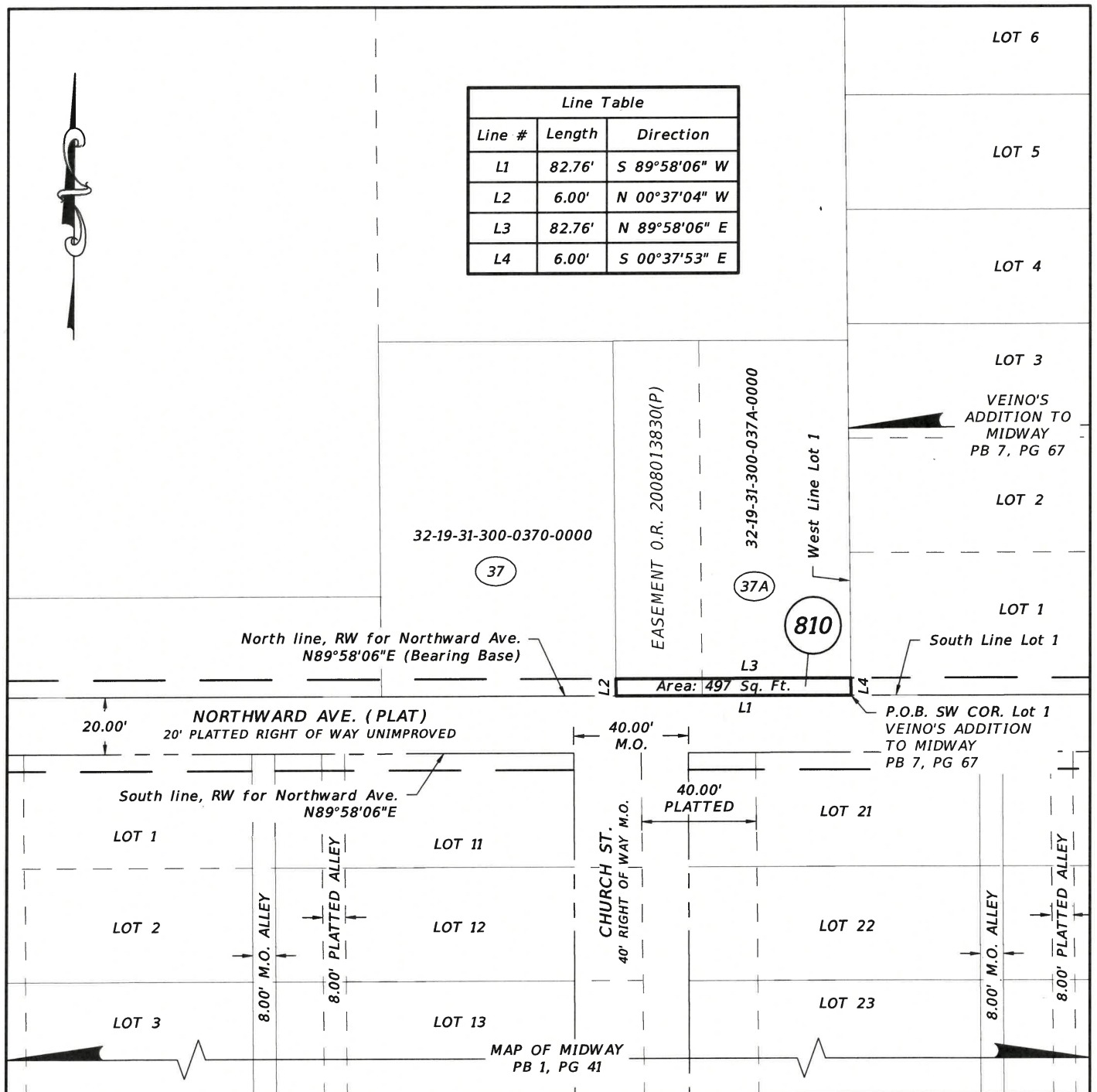
SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-300-037A-0000

EASEMENT NO./SEARCH NO. - 810/04200b

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L4	6.00'	S 00°37'53" E



ATKINS

482 South Keller Road
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Tel : 407/647-7275 Certificate No. LB 24

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Date: 4/7/23

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Sheet: 3 of 3