

**FIRST AMENDMENT TO PURCHASE AGREEMENT
BETWEEN SEMINOLE COUNTY, KWS INVESTMENTS, LLC, AND KBC
DEVELOPMENT, INC.**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, and is to that certain Purchase Agreement made and entered into on the 25th day of April, 2023, between **KWS INVESTMENTS, LLC**, a foreign limited liability company, whose address is 7525 W McDowell Rd., Phoenix, Arizona 85035, in this Amendment referred to as “KWS,” **KBC DEVELOPMENT, INC.**, a Florida profit corporation, whose address is 1590 Bobby Lee Point, Sanford, Florida 32771, in this Amendment referred to as “KBC” (in this Amendment, KWS and KBC are collectively referred to as “OWNERS”), 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, OWNERS and COUNTY entered into the above referenced Purchase Agreement on April 25, 2023 for COUNTY’s acquisition of certain real property and other matters described in the Purchase Agreement; and

WHEREAS, the parties desire to amend the Purchase Agreement to modify the purchase price for KBC as specified in the Purchase Agreement and to update the legal descriptions of the Property as a result of an anticipated replat; and

WHEREAS, the Property as defined in the Purchase Agreement includes Parcel 154, Parcel 155, and Parcel 755, and the parties acknowledge that a replat is in progress, which will modify the legal description of Parcel 155 and other related property interests; and

WHEREAS, the parties want to ensure that the final legal descriptions conform to the recorded replat upon approval, and that all closing and conveyance documents reflect the recorded legal descriptions without the need for further amendment; and

WHEREAS, Item III(l) of the Purchase Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

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

1. **Modification of Purchase Price.** Item II (a) and (b) of the Purchase Agreement are deleted and replaced with the following:

II. CONVEYANCES AND PURCHASE PRICES

(a) KWS shall sell and convey the Parcel 154 Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of THREE MILLION TWO HUNDRED THIRTY THOUSAND SIX HUNDRED DOLLARS (\$3,230,600.00). This amount includes all compensation due as a result of this acquisition to KWS 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 KWS as a result of this acquisition.

(b) KBC shall sell and convey the Parcel 155 Property for the above referenced project by Warranty Deed and the Parcel 755 Property by Temporary Construction Easement, free of liens and encumbrances, to COUNTY for the sum of TWO MILLION NINE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$2,929,850.00). This amount includes all compensation due as a result of this acquisition to KBC 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 is due to OWNER as a result of this acquisition.

2. **Legal Description Update.** The parties acknowledge that a replat of the Property has been proposed, and that such replat is subject to review and approval by Seminole County. In the

event the replat is approved and recorded as proposed, the following changes shall be made to the referenced exhibits in the Purchase Agreement:

- (a) Exhibit B of the Purchase Agreement, which sets forth the legal description of Parcel 155, shall be replaced with the legal description of Tract A, as shown on the attached draft replat (attached hereto as Exhibit A for reference).
- (b) Exhibit D of the Purchase Agreement, which sets forth the legal description of Parcel 154 Cure Property, shall be replaced with the legal description of Lot 1, as shown on the attached draft replat.
- (c) Exhibit E of the Purchase Agreement which pertains to the Replacement Power Easement Property, shall be deleted in its entirety.

3. Effect of Replat on Legal Descriptions.

(a) Upon recordation of the replat, the final recorded legal descriptions shall automatically replace the existing exhibits in the Purchase Agreement, and all closing and conveyance documents shall reflect the recorded legal descriptions without the need for further amendment.

(b) If the final recorded replat results in a material change to any legal description from what is depicted in the attached draft plat and described herein, the parties shall cooperate in good faith to execute an additional amendment to conform the legal descriptions accordingly.

4. Effect of Amendment. Except as modified by this First Amendment, all terms and conditions of the original Purchase Agreement remain in full force and effect.

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

Road Project: Orange Boulevard Improvement Project - Parcels 154 & 155
Parcel Address: 4441 Orange Boulevard, Sanford, FL 32771
Owner Name: KWS Investments, LLC, KBC Development, Inc.

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

ATTEST:

KWS INVESTMENTS, LLC

Signature

By: _____
JASON KIMBRELL, Manager

Print Name

Date

Signature

Print Name

[Balance of this page intentionally blank; signatory page continues on Page 3.]



Road Project: Orange Boulevard Improvement Project - Parcels 154 & 155

Parcel Address: 4441 Orange Boulevard, Sanford, FL 32771

Owner Name: KWS Investments, LLC, KBC Development, Inc.

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

stated above.

ATTEST:

Signature

Mike Kellis

Print Name

Signature

Michael Rodgeron

Print Name

KWS INVESTMENTS, LLC

By:

J. Kimbrell
JASON KIMBRELL, Manager

4/21/25

Date

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Road Project: Orange Boulevard Improvement Project - Parcels 154 & 155
Parcel Address: 4441 Orange Boulevard, Sanford, FL 32771
Owner Name: KWS Investments, LLC, KBC Development, Inc.

ATTEST:


Signature

Richard Harbeck
Print Name


Signature

Patti Sholar
Print Name

KBC DEVELOPMENT, INC.

By: 
MICHAEL J. GOOD, President

4/14/2025
Date

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Road Project: Orange Boulevard Improvement Project - Parcels 154 & 155
Parcel Address: 4441 Orange Boulevard, Sanford, FL 32771
Owner Name: KWS Investments, LLC, KBC Development, 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

Attachment:

- Exhibit A – Draft Replat for Reference Only

GLK

3/5/25

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2025\Orange Blvd\Orange Blvd Improvement Project -Parcel 154-155 (KWS & KBC)
- 1st Amd to Purchase Agreement 3-3-25docx.docx

CBK DEVELOPMENT

PLAT BOOK

SHEET 3 OF 4

PAGE

A REPEAT OF LOTS 5 THROUGH 11 AND A PORTION OF LOTS 4 AND 12 AND THE VACATED ROAD RIGHT OF WAY ADJACENT ON THE SOUTH, LOT 12, BEARDALL'S MAP OF ST. JOSEPH, PLAT BOOK 1, PAGE 114, Lying in SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

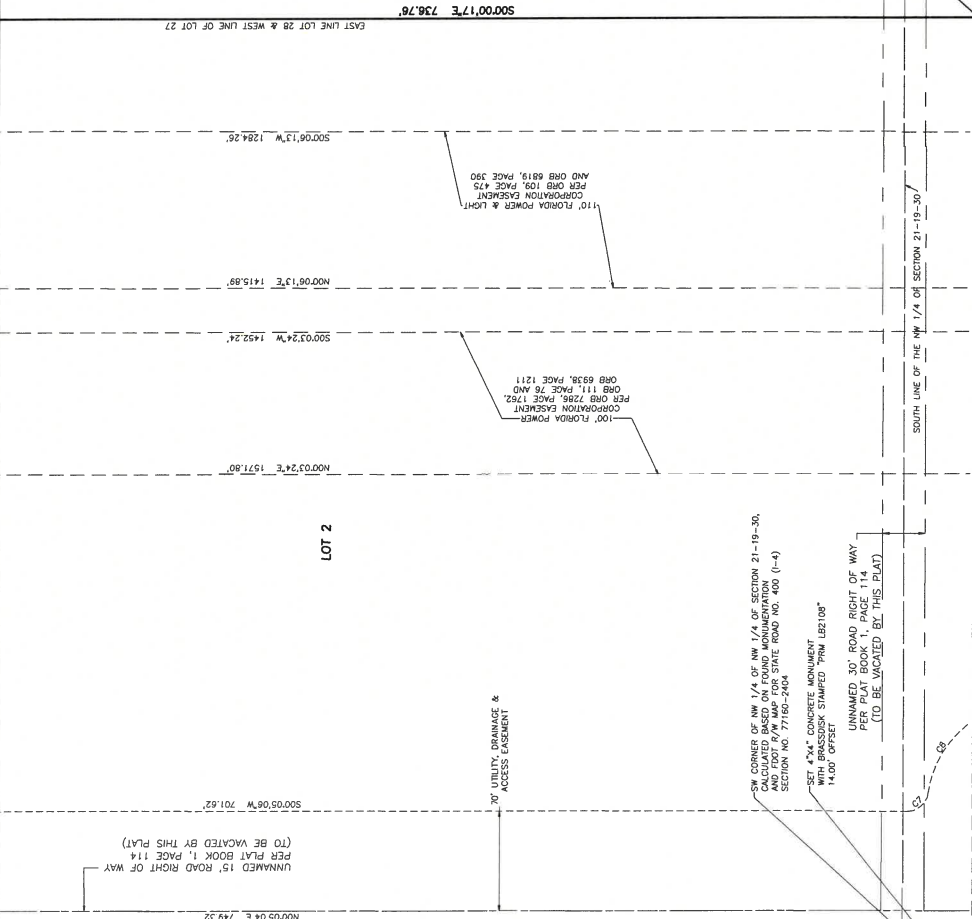
MATCHLINE SHEET 2 OF 4

LOT 343
LOT 344
LOT 345
LOT 346
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LOT 353
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LOT 365
LOT 366
LOT 367
LOT 368

BOOKERTOWN
PLAT BOOK 4, PAGE 97-98

LAKE MONROE STREET
UNIMPROVED 45.00' RIGHT OF WAY
PER PLAT BOOK 4, PAGES 98-99

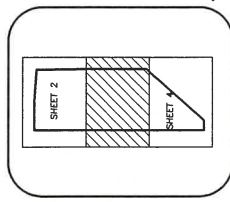
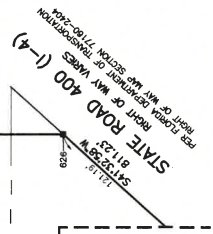
MATCHLINE SHEET 3 OF 4



CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C7	15.00'	82°09'45"	S60°59'42"E	19.71'
C8	73.00'	262°15'33"	S89°03'07"W	109.97'



NOT A PART OF THIS PLAT
LOT 27
W BEARDALL'S MAP OF ST. JOSEPH,
PLAT BOOK 1, PAGE 114.



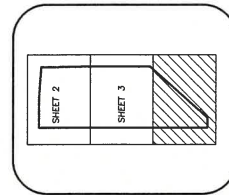
SSMC
SUB-SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 Alameda Avenue, Suite 100
Orlando, Florida 32817-1550
Phone: (407) 282-6580
email: info@ssmcgis.com
Certification Number 122108

MATCHLINE SHEET 3 OF 4



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C8	73.00'	262°15'33"	334.14'	S49°03'07"W	109.97'



SSMC
SUE • SURVEY • GIS

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