

PURCHASE AGREEMENT -- PERMANENT EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered by and between **HOMETOWN HOMEOWNER'S ASSOCIATION, INC.**, whose principal address is 5388 Rocking Horse Place, 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 for a road project in Seminole County the property described in Item I below, which is referred to in this Agreement as "Tract H"; and

WHEREAS, Tract H is improved with a stormwater retention/treatment pond that serves to satisfy the St. Johns River Water Management District Permit for the Aloma Bend subdivision (the "Pond") ; and

WHEREAS, a portion of the Pond is located on Tract J according to the Plat of Aloma Bend Tract 3, Plat Book 39, Pages 12 – 14, of the Public Records of Seminole County ("Tract J"); and

WHEREAS, title to Tract J is vested in Seminole County; and

WHEREAS, Tracts H and J are currently utilized as a joint-use pond that serves the stormwater treatment requirements of existing Dean Road and the Aloma Bend subdivision, and will continue to be utilized as a joint-use pond for the purpose of stormwater treatment after the proposed modifications to the pond and reconstruction of Dean Road by Seminole County; and

WHEREAS, title to Tract H is currently vested to OWNER, which is the homeowners' association for the Aloma Bend subdivision;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER hereby agrees to sell and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit "A" description and sketch

Parcel I. D. Number: 31-21-31-507-0H00-0000 ("Tract H").

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey Tract H by Permanent Easement, free of liens and encumbrances, to COUNTY for the sum of THIRTY THOUSAND AND NO/ DOLLARS (\$30,000.00). This amount is in full satisfaction of all compensation, damages, expert fees and other costs of any nature whatsoever, attorney fees 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 fees for Permanent Easement and 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 to COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing, if any. COUNTY's closing agent will withhold these closing 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 and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made in this Agreement by OWNER.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Permanent 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 (2016).

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. 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) OWNER agrees to remove from Tract H any personal property or vegetation that it wishes to relocate.

(c) Any and all encroachments existing within Tract H other than those improvements included in the purchase price are to be removed at the expense of OWNER.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of Tract H 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 permanent easement.

(f) If OWNER owns Tract H to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2016), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which 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 valuation issues and fees and costs matters in any condemnation proceeding initiated by COUNTY relating to the easement described above. OWNER agrees that, 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 agrees not to oppose COUNTY's condemnation proceedings in any way. OWNER may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) 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 with this Agreement or in any act or omission in any manner related to this Agreement.

(j) COUNTY is solely responsible for all of COUNTY's activities conducted on or within Tract H. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) OWNER represents 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 which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(l) 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.

(m) COUNTY shall continue to accept into the Pond all stormwater runoff from the Aloma Bend subdivision that is currently permitted for treatment in the Pond.

(n) COUNTY shall obtain all necessary permits for reconstruction or modification of the Pond, and OWNER shall execute any and all documents required for permitting of the Pond reconstruction or modification of the Pond.

(o) OWNER shall retain responsibility for all aesthetic maintenance (mowing and landscaping), modifications and liability associated with OWNER's aesthetic maintenance of Tracts H and J and the utilization of Tracts H and J for recreational purposes.

(p) COUNTY will be responsible for only the functional maintenance of the stormwater drainage and treatment system improvements that currently exist, or may exist in the future, on Tracts H and J, required to keep the Pond in compliance with St. Johns River Water Management District (SJRWMD) Permits. The functional maintenance includes removal of cattails and aquatic weeds that would cause the SJRWMD Permits to not remain in compliance.

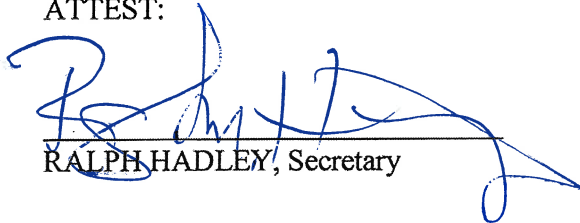
(q) COUNTY shall construct and make the modifications to the Pond located on Tracts H and J in substantial compliance with the construction Contract Plans prepared for COUNTY by Dewberry/Bowyer-Singleton dated April 2, 2014, C.I.P. No. 1981-1, under the direction of Vu H. Vu, P.E., engineer of record.

(r) In conjunction with the Dean Road Improvement Project, COUNTY shall install and maintain a 6-foot high CPTED (Crime Prevention through Environmental Design) fence and maintenance access gates along the Dean Road frontage of Tract H that currently does not have a subdivision screening wall. The consultant project engineer estimates this cost to be \$19,085.00.

(s) Article II, Section 1(c) of the Hometown Declaration of Covenants and Restrictions, recorded on April 26, 1988 in Official Records Book 1952, Pages 1175 through 1183, of the Public Records of Seminole County ("Declaration"), requires two-thirds of OWNER's members to execute an instrument consenting to the conveyance of the Permanent Easement that is the subject of this Agreement and to have this instrument recorded in the Public Records of Seminole County. OWNER shall obtain and record this instrument signed by two-thirds of OWNER's members in full compliance with the Declaration. Such instrument must be legally sufficient for the closing agent to issue a title policy insuring COUNTY's interest in the Permanent Easement that is the subject of this Agreement.

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

ATTEST:



RALPH HADLEY, Secretary

(CORPORATE SEAL)

HOMETOWN HOMEOWNER'S
ASSOCIATION, INC.

By: 

ROBERT LAMKAY, President

Date: 2/28/17

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

Road Project: Dean Road

Parcel No.: 810

Owner(s) Name: Hometown Homeowners Association, Inc.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


JOHN HORAN, Chairman

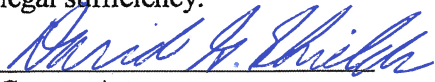
Date:

12/12/2017

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its DEC. 12,
2017, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre

2/2/17

P:\Users\dodge\My Documents\ACQ\Dean Road\PERMANENT EASEMENT PURCHASE AGREEMENT PARCEL 810 DEAN ROAD HOMETOWN HOA, INC.doc

DRAINAGE EASEMENT

Exhibit "A"

LEGAL DESCRIPTION:

TRACT H OF THE PLAT OF ALOMA BEND TRACT III AS RECORDED IN PLAT BOOK 39, PAGE 12 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4"CONCRETE MONUMENT WITH DISK STAMPED "PRM 4285" MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°13'29" WEST ALONG THE NORTH LINE OF THE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1154.48 FEET TO ITS INTERSECTION WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF ALOMA AVENUE (STATE ROAD 426 R/W VARIES) AS DEPICTED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77060-2518; SAID POINT ALSO BEING ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF DEAN ROAD (100' RIGHT OF WAY) AS DEPICTED ON SEMINOLE COUNTY SPECIFIC PURPOSE SURVEY OF DEAN ROAD, CAPITAL IMPROVEMENT PROGRAM NUMBER 1981-01; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 55°05'56" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 51.44 FEET TO AN INTERSECTION WITH THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID ALOMA AVENUE PER SAID R/W MAP FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY R/W LINE OF ALOMA AVENUE CONTINUE SOUTH 55°05'56" EAST ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE OF DEAN ROAD, A DISTANCE OF 150.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 769.02 FEET, A CHORD BEARING OF SOUTH 46°43'00" EAST AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 16°45'52", A DISTANCE OF 225.01 FEET TO A POINT ON THE NORTH LINE OF TRACT L AS DEPICTED ON THE PLAT OF ALOMA BEND TRACT III-A AS RECORDED IN PLAT BOOK 39, PAGE 15 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE RUN SOUTH 88°56'42" WEST, ALONG SAID NORTH LINE OF TRACT L, A DISTANCE OF 194.07 FEET TO THE NORTHWEST CORNER OF SAID TRACT L; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 01°03'18" EAST ALONG THE WEST LINE OF SAID TRACT L, A DISTANCE OF 45.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT H; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTHERLY LINE OF TRACT H THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 88°56'42" WEST, A DISTANCE OF 237.76 FEET; THENCE SOUTH 43°31'05" WEST, A DISTANCE OF 63.30 FEET; THENCE SOUTH 46°28'55" EAST, A DISTANCE OF 100.27 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF

CONTINUED ON SHEET 2

LEGEND & ABBREVIATIONS

- | | | | |
|--------------------------------------|--------------------------------|--------------------------------|---------------------------------------|
| C.B. = CHORD BEARING | I.R. = IRON ROD | PG./PGS. = PAGE / PAGES | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | L = ARC LENGTH | P.I. = POINT OF INTERSECTION | SEC. = SECTION |
| C.D. = CHORD LENGTH | L.A. = LIMITED ACCESS | P.O.B. = POINT OF BEGINNING | S.M.N.D. = SET MAGNETIC NAIL AND DISK |
| C.I.P. = CAPITAL IMPROVEMENT PROGRAM | LB = LICENSED SURVEY BUSINESS | P.O.C. = POINT OF COMMENCEMENT | STAMPED "BSA LB 1221" |
| COR. = CORNER | LT = LEFT | PROJ. = PROJECT | TIITF = TRUSTEES OF THE INTERNAL |
| (C) = CALCULATED DISTANCE | M.N.D. = MAG NAIL AND DISK | P.T. = POINT OF TANGENCY | IMPROVEMENT TRUST FUND |
| D.B. = DEED BOOK | OC = ORANGE COUNTY | (P) = PLAT | W/ = WITH |
| ESMT. = EASEMENT | NO. = NUMBER | R = RADIUS | IL = PROPERTY LINE |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | — = SAME PROPERTY OWNER |
| FND. = FOUND | P.B. = PLAT BOOK | RT = RIGHT | Δ = DELTA (CENTRAL ANGLE) |
| FPC = FLORIDA POWER CORPORATION | P.C. = POINT OF CURVATURE | R/W = RIGHT OF WAY | ⊙ = CHANGE IN DIRECTION |
| (F) = FIELD DISTANCE | | | --- = LIMITED ACCESS R/W LINE |
| ID. = IDENTIFICATION | | | ----- = R/W LINE |

DATE	JUNE 29, 2016	PREPARED BY: BOWYER-SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664 CERTIFICATION OF AUTHORIZATION No. LB 1221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. DEAN ROAD SEMINOLE COUNTY C.I.P. NO. 1981-01	PARCEL 810 SCALE: 1"=100' SHEET 1 OF 3
DRAWN BY	J.MUNRO			
CHECKED BY	S.WARE			
BSA PROJECT NO.	SM10-J2			
REVISION	BY	DATE		

DRAINAGE EASEMENT

LEGAL DESCRIPTION:

CONTINUED FROM SHEET 1

SOUTH 43°49'21" WEST AND A CHORD DISTANCE OF 20.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°19'29", A DISTANCE OF 20.06 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 46°28'55" WEST, A DISTANCE OF 120.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT H; THENCE DEPARTING SAID SOUTHERLY LINE, RUN NORTH 25°57'26" EAST ALONG THE WESTERLY LINE OF SAID TRACT H, A DISTANCE OF 103.81 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE RUN NORTH 01°52'19" WEST, A DISTANCE OF 243.99 FEET TO A POINT ON AFORESAID SOUTHERLY RIGHT OF WAY LINE OF ALOMA AVENUE; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 89°13'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 178.40 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 2.252 ACRES, MORE OR LESS.

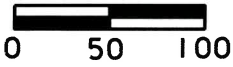
LEGEND & ABBREVIATIONS

- | | | | |
|--------------------------------------|--------------------------------|--------------------------------|---------------------------------------|
| C.B. = CHORD BEARING | I.R. = IRON ROD | PG./PGS. = PAGE / PAGES | (R) = RADIAL |
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| ESMT = EASEMENT | NO. = NUMBER | R = RADIUS | R/ = PROPERTY LINE |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | / = SAME PROPERTY OWNER |
| FND. = FOUND | P.B. = PLAT BOOK | RT = RIGHT | Δ = DELTA (CENTRAL ANGLE) |
| FPC = FLORIDA POWER CORPORATION | P.C. = POINT OF CURVATURE | R/W = RIGHT OF WAY | ⊙ = CHANGE IN DIRECTION |
| (F) = FIELD DISTANCE | | | --- = LIMITED ACCESS R/W LINE |
| ID. = IDENTIFICATION | | | ----- = R/W LINE |

DATE	JUNE 29, 2016	PREPARED BY: BOWYER-SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664 CERTIFICATION OF AUTHORIZATION No. LB 1221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. DEAN ROAD SEMINOLE COUNTY C.I.P. NO. 1981-01	PARCEL 810
DRAWN BY	J.MUNRO			SCALE: 1"=100'
CHECKED BY	S.WARE			SHEET 2 OF 3
BSA PROJECT NO.	SM10-J2			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 31-21-31, BEING S89°13'29"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/1990 ADJUSTMENT.

SCALE: 1" = 100'



TOWNSHIP 21 SOUTH
RANGE 31 EAST

P.O.C.⁸⁰¹
NE COR., SE 1/4,
SEC. 31
FND. 4"x 4" C.M.D.
"PRM 4285"

EXIST. EASTERLY R/W LINE
ALOMA AVE. (S.R. 426)
(FDOT R/W MAP SEC.77060-2518)

S55°05'56"E
51.44'(C)

NORTH LINE, SE 1/4,
SEC. 31

S89°13'29"W 1154.48'(C)

WESTERLY LINE
OF TRACT H
N01°52'19"W
243.99'(C)

L2
BB168
P.O.B.

EXIST. SOUTHERLY
R/W LINE ALOMA AVE.
(S.R. 426)
(FDOT R/W MAP
SEC.77060-2518)

810 DRAINAGE
EASEMENT

EXIST. WESTERLY
R/W LINE
DEAN ROAD

SEC. 31
SEC. 32

ALOMA BEND TRACT III
P.B. 39, PG. 12

CUR SWI
Δ: 16°45'52"(C)
L: 225.01'(C)
R: 769.02'(C)
C.D.: 224.21'(C)
C.B.: S46°43'00"E

TRACT J
N25°57'26"E
103.81'(C)
SW15
S43°31'05"W
63.30'(C)
JM218
S46°28'55"E
100.27'(C)
SW12
JM223
JM221

TRACT H

WEST LINE
OF TRACT L
S01°03'18"E
45.00'(C)

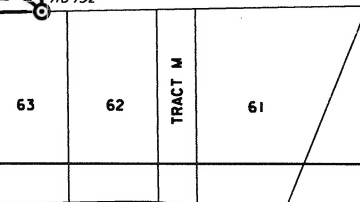
NW CORNER
OF TRACT L

S88°56'42"W
194.07'(C)

NORTH LINE
OF TRACT L

S88°56'42"W
237.76'(C)

SOUTHERLY LINE
OF TRACT H



ALOMA BEND
TRACT III-A
P.B. 39, PG. 15

CUR JMB
Δ: 15°19'29"(C)
L: 20.06'(C)
R: 75.00'(C)
C.D.: 20.00'(C)
C.B.: S43°49'21"W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N46°28'55"W	120.16'(C)
L2	N89°13'29"E	178.40'(C)

HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M., C.S.
DATE: 1/12/07
LICENSE NUMBER 5442

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

PREPARED BY:
BOWYER-SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

CERTIFICATION OF AUTHORIZATION No. LB 1221

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

DEAN ROAD
SEMINOLE COUNTY
C.I.P. NO. 1981-01

PARCEL 810

SCALE: 1"=100'

SHEET 3 OF 3