

**PURCHASE AGREEMENT**

Fee Simple

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS AGREEMENT** is made and entered into by and between G. CHARLES WOHLUST AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH NEWTON WHITNER, deceased, whose address is Post Office Box 1570, Winter Park, Florida 32790-1570, 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 trail 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: 28-19-31-300-015B-0000

**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 SIXTY-FIVE THOUSAND TWO HUNDRED AND 00/100 (\$65,200.00) DOLLARS. 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 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 (2022).

### 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 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 (2022), 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) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered ~~an~~ an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(k) 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 (2022), as this statute may be amended from time to time, relating to ethics in government.

(l) 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.

(m) This Agreement is not assignable.

(n) 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.

(o) 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.

(p) This Agreement is conditioned on the approval of the Court in the case of In re Estate of Joseph Newton Whitner, deceased, Seminole County Circuit Court Case No. 2023-CP-0310

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

ATTEST:



Signature

Linda S. Wyatt

Print Name



Signature

Deborah L. Marshall

Print Name

G. CHARLES WOHLUST AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
JOSEPH NEWTON WHITNER,  
DECEASED

By:

  
G. Charles Wohlust, Personal Representative

Date

May 24, 2023



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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:\_\_\_\_\_  
AMY LOCKHART, Chairman

Date:\_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2023, regular meeting.

Approved as to form and  
legal sufficiency.

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

Attachment:  
Exhibit "A" – Legal Description and Sketch



DGS/sfa  
05/08/2023

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2023\Orange Boulevard\ Parcel 28 (Estate of Whitner)\Purchase Agreement - Deed - No Holdover rev1.docx

# Exhibit "A"

## **LEGAL DESCRIPTION:**

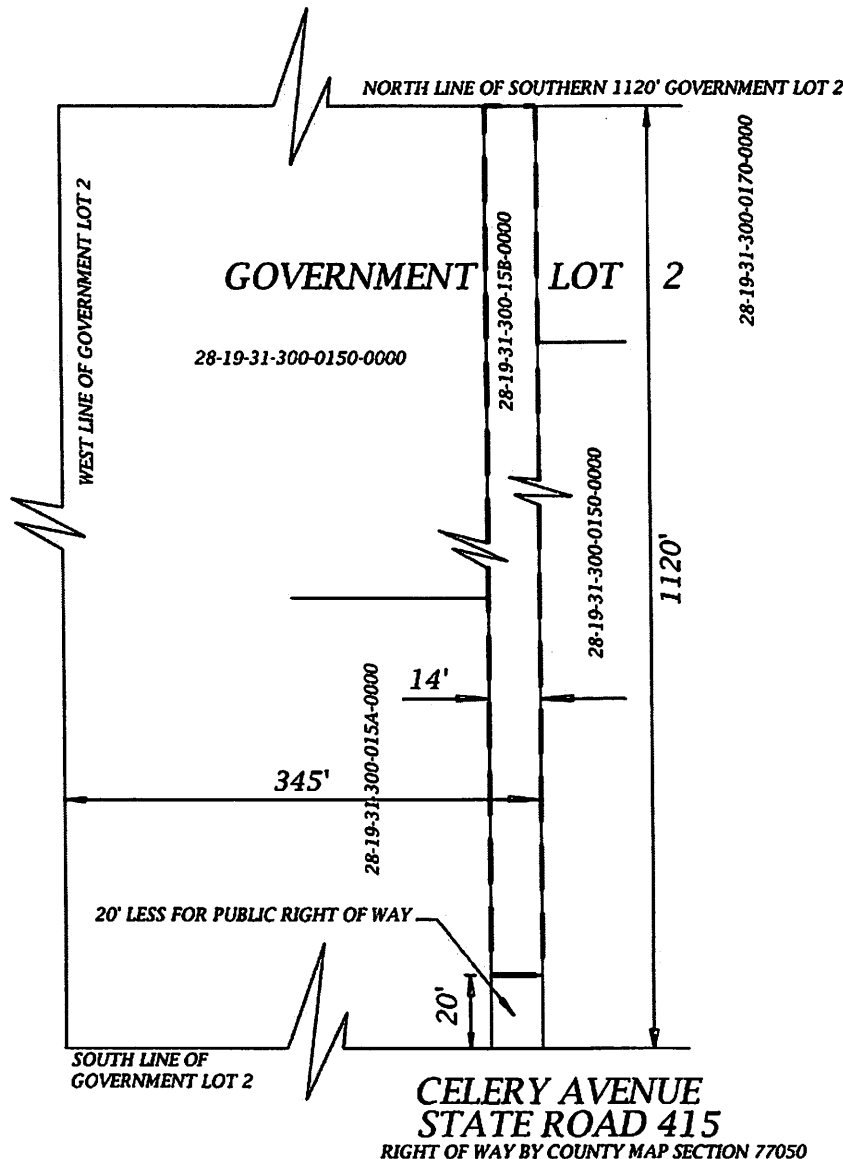
The East 14 feet of the West 345 feet of the South 1120 feet of Government Lot 2 of Section 28, Township 19 South, Range 31 East, Seminole County, Florida, less the South 20 feet for Public Road Right of way.

Containing 15,400 square feet more or less.

Subject to easements, covenants, or restrictions of record if any.

# SKETCH OF DESCRIPTION

Scale 1" = 50'



LEGEND:  
M.O.=MONUMENTED AND OCCUPIED  
ORB=OFFICIAL RECORDS BOOK  
P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT



## SEMINOLE COUNTY

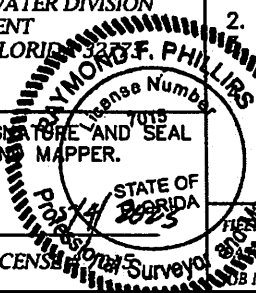
SURVEY SECTION OF ROADS-STORMWATER DIVISION  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32787  
407-665-5647

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

BY:

*Raymond F. Phillips*

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 1019



## SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89°58'06"E.
  2. THIS IS NOT A SURVEY UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
- SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

DATE: n/a

05/04/2023

PROJECT NAME: MIDWAY DRAINAGE

SCALE: 1"=50'

DRAWN BY: RFP

CHECKED BY: RP