

**PURCHASE AGREEMENT**  
Fee Simple

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between CLARENCE R. HAMMER, a single man, whose address is 4920 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-1300-001D

**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 TWENTY THOUSAND AND 00/100 (\$20,000.00) 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 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 (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 (2021), 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 (2021), 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, including the agreement between the parties dated July 26, 2022, 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:

Deborah A. Richardson

Signature

Deborah A. Richardson

Print Name

Edwin R. Barfield

Signature

Edwin R. Barfield

Print Name

CLARENCE R. HAMMER, Owner

By: Clarence R. Hammer

12 APR 2023

Date

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

Road Project: Orange Blvd Improvement Project - Parcel 143  
Parcel Address: 4920 Orange Blvd., Sanford, Florida 32771  
Owner Name: Clarence R. Hammer

BOARD OF COUNTY COMMISSIONERS  
ATTEST:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
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.

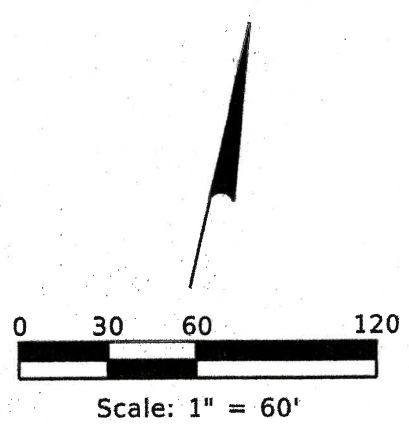
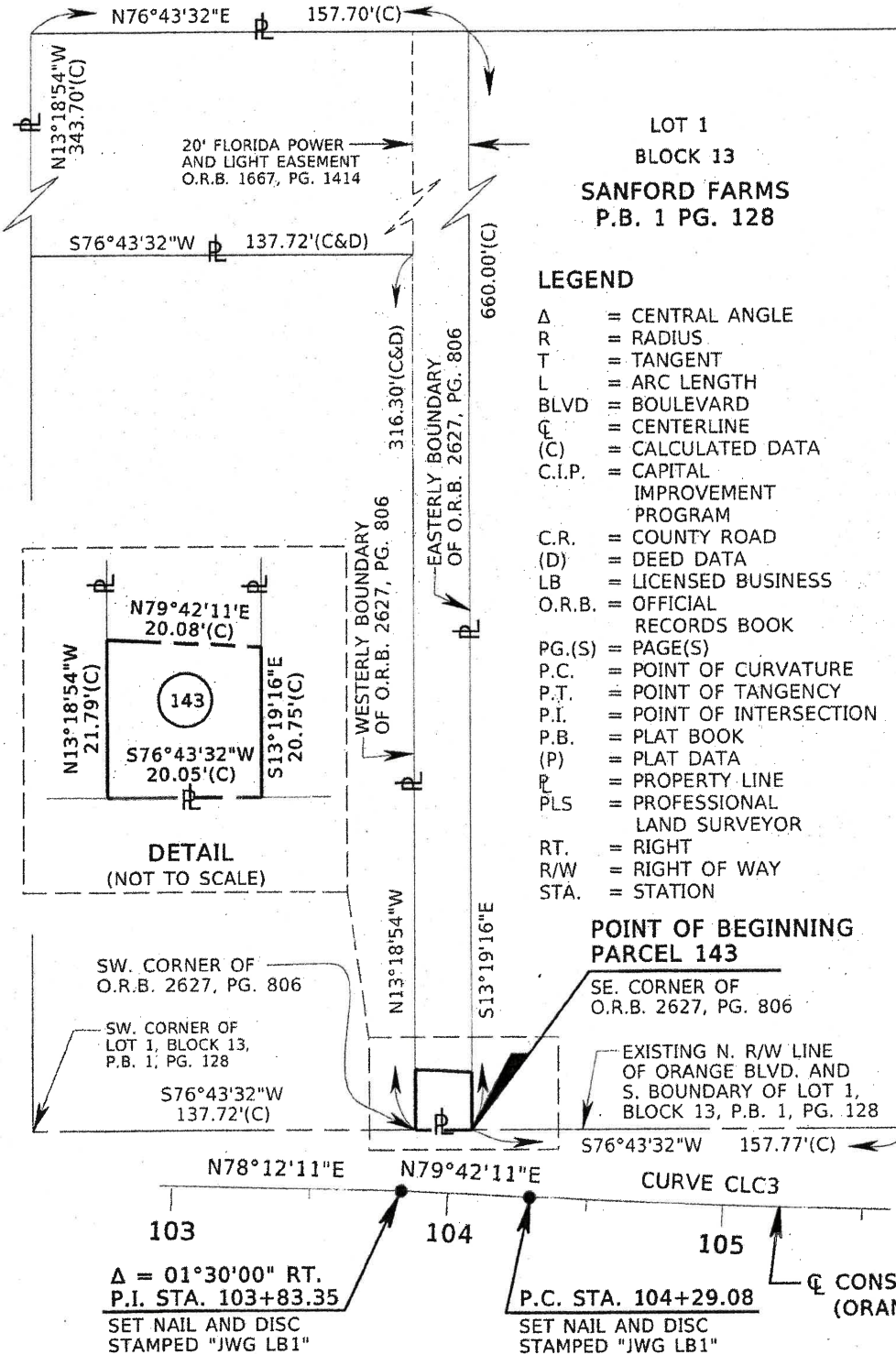
\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit "A" – Legal Description and Sketch

DGS/dsk/sfa  
Date 05/11/2022, 03/29/2023  
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2023\Orange Boulevard\Parcel 143 (Hammer)\Purchase Agreement - Deed - No Holdover ver 2.docx

**SKETCH OF DESCRIPTION  
PARCEL 143  
SEE SHEETS 2 AND 3 FOR DESCRIPTION**

**Exhibit "A"**



<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
<b>SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY</b>			
<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>			<b>SEMINOLE COUNTY</b>
REVISION	BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWP5143.DGN JOB NO. 29183
			C.I.P. NO. 01785303
			NOT VALID WITHOUT SHEETS 2 AND 3
			SHEET 1 OF 3

**LEGAL DESCRIPTION  
PARCEL 143  
SEE SHEET 1 FOR SKETCH**

PARCEL No.143  
RIGHT OF WAY

A parcel of land lying in Northwest 1/4 of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 13 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 2627, Page 806 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Lot 1 of Block 13 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°43'32" West, 157.77 feet along said existing Northerly right of way line and the South boundary of said Lot 1 of Block 13 to the Southeast corner of the lands described and recorded in Official Records Book 2627, Page 806 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence continue South 76°43'32" West, 20.05 feet along said existing right of way line and South boundary to the Southwest corner of said lands; thence North 13°18'54" West, 21.79 feet along the Westerly boundary of said lands to a point; thence North 79°42'11" East, 20.08 feet to a point on the Easterly boundary of said lands; thence South 13°19'16" East, 20.75 feet along said Easterly boundary returning to said POINT OF BEGINNING.

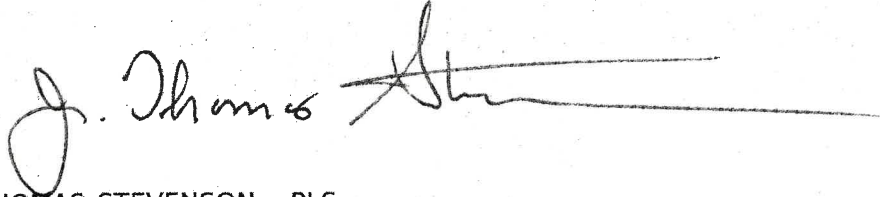
Containing: 427 Square Feet, more or less.

			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	<small>PREPARED BY: JONES, WOOD &amp; GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS143.DGN      JOB NO. 29183</small>	
			DRAWN	C.SCHIELKE    03-22-21		
REVISION	BY	DATE	CHECKED	T.STEVENSON    05-25-21	<b>NOT VALID WITHOUT SHEETS 1 AND 3</b>	
			<b>C.I.P. NO. 01785303</b>			<b>SHEET 2 OF 3</b>

**LEGAL DESCRIPTION  
PARCEL 143  
SEE SHEET 1 FOR SKETCH**

**SURVEYOR'S NOTES:**

1. Bearings shown hereon are based on the Existing North Right of Way Line of Orange Boulevard, being South 76°43'32" West along the South boundary of Lot 1, Block 13 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS  
 FLORIDA REGISTRATION NUMBER 4460  
 JONES, WOOD & GENTRY, INC. - LB 1  
 9645 EAST COLONIAL DRIVE - SUITE 114  
 ORLANDO, FLORIDA 32817  
 TELEPHONE: 407-898-7780  
 DATE: MAY 25, 2021

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



			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS143.DGN      JOB NO. 29183	
			DRAWN	C.SCHIELKE		
REVISION	BY	DATE	CHECKED	T.STEVENSON	05-25-21	NOT VALID WITHOUT SHEETS 1 AND 2
						C.I.P. NO. 01785303
						SHEET 3 OF 3