

HOLDOVER AGREEMENT

THIS HOLDOVER AGREEMENT is made and entered into by and between **TAMMY G. ABRAMSON**, whose address is 5604 North Road, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and **SEMINOLE COUNTY**, a 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, OWNER is a co-owner of certain real property located at 5604 North Road, Sanford, Florida 32771, more specifically described in Section 1 below ("the Property"), which she desires to sell to COUNTY and COUNTY desires to purchase pursuant to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, as part of the consideration for OWNER agreeing to sell the property to COUNTY, COUNTY agrees, upon the execution and delivery of the Warranty Deed and payment of the purchase price at closing, to allow OWNER to have continued and exclusive possession and use of the Property as OWNER's residence, for a period of two (2) years from the closing date; and

WHEREAS, this Holdover Agreement is an integral part of the sale and purchase of the Property; and

WHEREAS, the parties intend that OWNER's continued occupancy and use of the Property constitute an integral part of the Purchase Agreement between the parties and are therefore excluded from the provisions of Chapter 83, Florida Statutes (2019), as this statute may be amended from time to time.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, OWNER and COUNTY agree as follows:

Section 1. Recitals. The parties agree that the foregoing recitals are true and correct and constitute a material part of this Agreement upon which they have relied.

Section 2. The Property. The legal description, physical address, and parcel identification number of the Property that is subject to this Holdover Agreement are as follows:

See Exhibit A

Property Address: 5604 North Road, Sanford, Florida 32771

Parcel I. D. Number: 24-19-29-300-004C-0000

Section 3. Term. The term of this Holdover Agreement runs from the date of the closing on COUNTY'S purchase of the Property pursuant to the Purchase Agreement between the

parties through and including the date that is two (2) years from this closing date, unless terminated earlier as provided for in this Agreement.

Section 4. Use of the Property. For the duration of the extended possession and use period, OWNER shall not permit any new occupant or use of the Property other than its current use and occupants, and COUNTY's employees, agents, and contractors may not enter the residence on the Property without OWNER's consent. However, on forty-eight (48) hours' notice, COUNTY's agents and employees may enter the land part of the Property for matters relating to the Road Project.

Section 5. Maintenance of the Property. OWNER is responsible for the cost of all maintenance and repair of the Property, including:

A. The interior of the building, including but not limited to plumbing, electrical and heating/AC systems, and hot water tank.

B. The exterior of the building, including paint, windows, doors, roofing systems and structural elements.

OWNER agrees to maintain the Property in compliance with all applicable laws, statutes, and ordinances. Although it is anticipated that the building on the Property will be demolished after possession is surrendered to COUNTY, OWNER shall maintain the Property in a state of repair sufficient for it not to become a nuisance during the term of this Holdover Agreement.

Section 6. Utilities. During the extended possession and use period, OWNER is responsible for payment of all utilities used on the Property, including but not limited to, electricity, telephone, water, and garbage and waste removal, and for payment of any utility deposits.

Section 7. Hold Harmless. OWNER agrees to hold harmless, indemnify, and defend COUNTY, its elected officials, employees and agents from and against any and all claims, liability, loss or damage as a result of claims, demands, costs or judgments arising from or related to injury or damages of any nature, to persons or property from the use of the Property during the extended possession and use period.

Section 8. Insurance/Risk of Loss. During the extended possession and use period, OWNER must obtain and maintain general liability insurance coverage in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per occurrence, naming COUNTY as an additional insured. This liability coverage must be primary. During the extended possession and use period, OWNER shall bear the risk of loss for all personal and real property located on the Property. In the event that the residential structure on the Property becomes uninhabitable due to fire, lightning, storm or other casualty, or is condemned by local officials, this Holdover Agreement will terminate automatically, the right to extended possession and use of the Property by OWNER will cease, and possession of the Property will be surrendered to COUNTY.

Section 9. Removal of Contents, Fixtures, and Equipment.

(a) During the extended possession and use period, OWNER may remove, at their expense, any of the contents, fixtures, and equipment from the Property. Any personal property not removed at the end of that period, shall be deemed to have been abandoned by OWNER and may be retained or disposed of by COUNTY.

Section 10. Cancellation and Termination. This Holdover Agreement may be cancelled or terminated by OWNER at any time, with or without cause, upon not less than ten (10) days' written notice delivered to COUNTY or, at the option of COUNTY, immediately in the event that any of the terms of this Holdover Agreement are violated. In the event of termination or cancellation or at the expiration of this Holdover Agreement, OWNER agrees to deliver up and surrender possession of the Property to COUNTY.

Section 11. Captions. The captions contained in this Agreement are for convenience only and are not a part of this Holdover Agreement.

Section 12. Entire Agreement. This Holdover Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the extended possession and use of the Property are superseded by this Holdover Agreement and are of no force and effect. This Holdover Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

Section 13. No Assignment. This Holdover Agreement is not assignable.

Section 14. Applicable Law and Venue. This Holdover 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.

Section 15. Partial Invalidity. In the event that any paragraph or portion of this Holdover Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion will be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions will remain in full force and effect.

Section 16. Construction of Holdover Agreement. All parties to this Agreement acknowledge that they either have had the benefit of independent counsel with regard to this Agreement, or had the reasonable opportunity to engage the same, and that this Agreement has been prepared as a result of the joint efforts of both parties. Accordingly, all parties agree that the provisions of this Agreement may not be construed or interpreted for or against any party hereto based upon authorship.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts constitute one and the same instrument.

Road Project: Orange Boulevard (Parcel 104)
Parcel Address: 5604 North Road, Sanford, FL 32771
Owner's Name: Tammy G. Abramson

Section 18. Effective Date. The Effective Date of this Agreement is the date of last execution of this Agreement by OWNER or COUNTY.

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

ATTEST:

Cynthia Miller
Witness

Cynthia Miller
Print Name

Larry McDonald
Witness

LARRY MCDONALD
Print Name

Tammy G. Abramson
TAMMY G. ABRAMSON

March 28 2020
Date

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
3/26/20

Attachment:

Exhibit A – Legal description

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2020, regular meeting.

EXHIBIT "A"

LEGAL DESCRIPTION

R/W Project: Orange Boulevard
R/W Parcel: 104
Title Search #: 4
Tax I.D. #: 24-19-29-300-004C-0000
Owners Name: Tammy G. Abramson, Karen S. Mahoney, Deborah A. Beaudoin
and Sandra J. Jones
Fee Simple (Whole Take)

A parcel of land lying in Section 24, Township 19 South, Range 29 East, Seminole County, Florida, being all of that certain parcel of land described and recorded in Official Records Book 4053, Page 931, of the Public Records of Seminole County, Florida, and being more particularly described as follows:

The North 241.6 feet of the South 666.6 feet of the East 177.46 feet of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Less the East 33 feet for Orange Boulevard, of the Public Records of Seminole County, Florida.