

PURCHASE AGREEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **SIMONA RUPAN**, a single woman, whose address is 5368 Orange Boulevard, Sanford, Florida 32771-8696, 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 buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION



See, attached Exhibit “A” for legal description and sketch

**Parcel I. D. Number: 16-19-30-5AB-2500-002A
 16-19-30-5AB-2500-002B**

(The “Property”).

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). The above 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 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 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 (2021).

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) OWNER agrees to vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the Property by OWNER. Any COUNTY approval for OWNER's extended possession must be evidenced by a written lease or other appropriate document. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the Property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, must be preserved in normal conditions and turned over to COUNTY by OWNER, intact, if applicable.

(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) 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 may however, 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, 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.

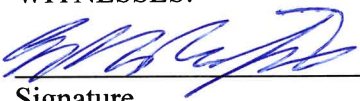
(n) This Agreement is not assignable.

(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, Florida.

(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.

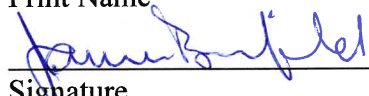
WITNESSES:



Signature

Edwin R. Barfield

Print Name



Signature

Jamee Barfield

Print Name

SIMONA RUPAN, Owner

By: 

Date

9-10-21



[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: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2021, regular meeting.

Approved as to form and
legal sufficiency.

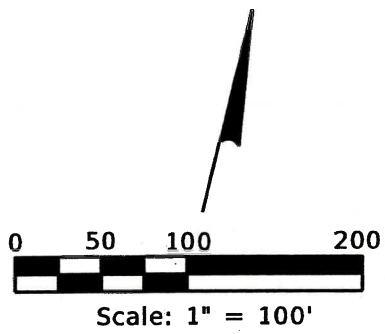
County Attorney

DGS/iv
11/10/21
Attachment:
Exhibit "A" – Legal description



**SKETCH OF DESCRIPTION
PARCEL 123
SEE SHEETS 2 AND 3 FOR DESCRIPTION**

Exhibit "A"



CURVE CLC2
 P.I. STA. 63+69.28
 $\Delta = 31^\circ 26' 55''$ RT.
 R = 1910.00'
 T = 537.75'
 L = 1048.37'
 P.C. STA. 58+31.52
 P.T. STA. 68+79.89

**LOT 3
BLOCK 25
SANFORD FARMS
P.B. 1, PG. 127**

**POINT OF BEGINNING
PARCEL 123**

SW. CORNER OF LOT 2,
BLOCK 25. P.B. 1, PG. 127

**POINT OF COMMENCEMENT
PARCEL 123**

SW. CORNER OF LOT 3,
BLOCK 25, P.B. 1, PG. 127

S. BOUNDARY OF
LOT 3, BLOCK 25,
P.B. 1, PG. 127

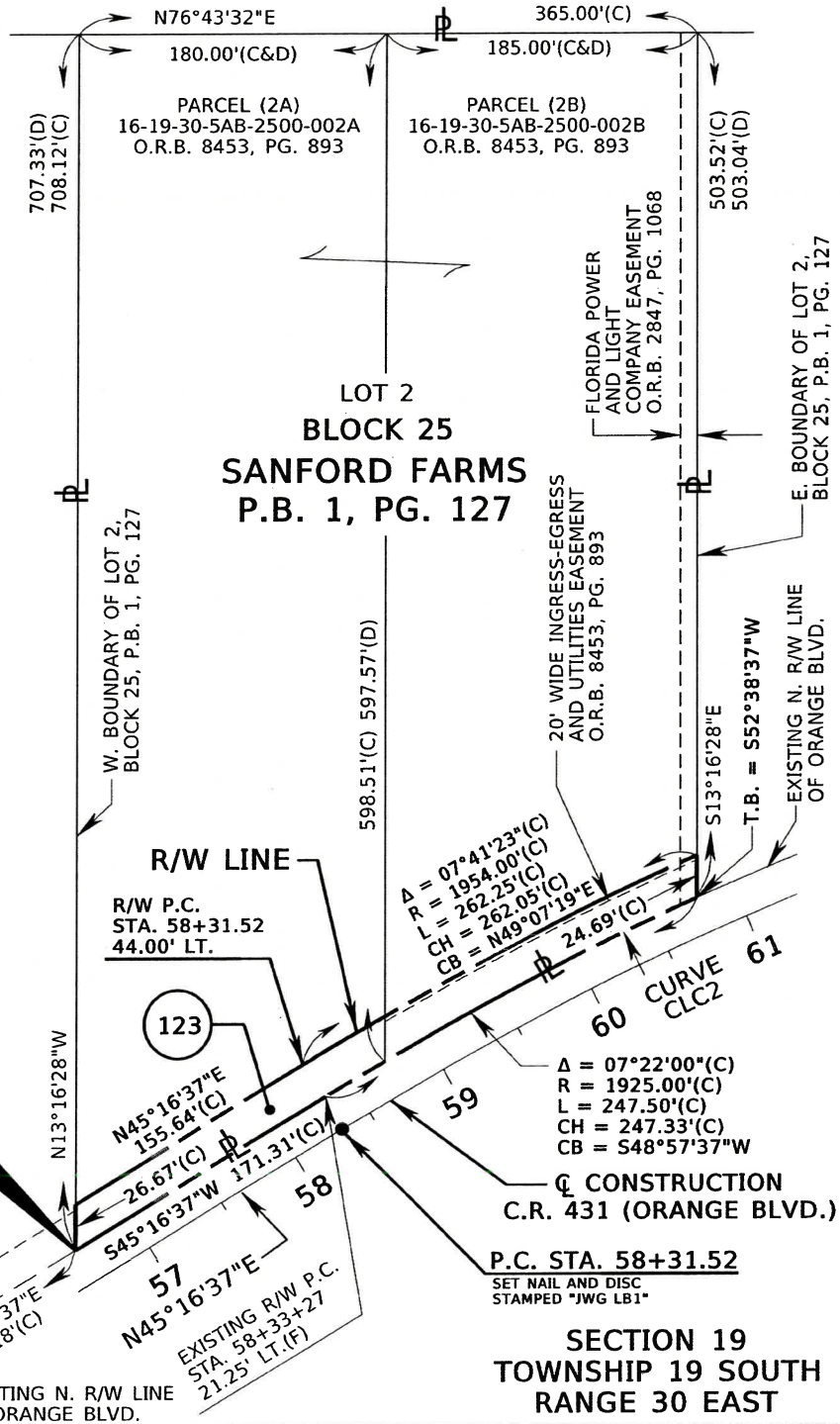
$N89^\circ 48' 30''$ E
224.31'(C)

EXISTING N. R/W LINE
OF ORANGE BLVD.

57
 $N45^\circ 16' 37''$ E
 EXISTING R/W P.C.
 STA. 58+33+27
 21.25' LT.(F)

P.C. STA. 58+31.52
 SET NAIL AND DISC
 STAMPED "JWG LB1"

**SECTION 19
TOWNSHIP 19 SOUTH
RANGE 30 EAST**



SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)

SEMINOLE COUNTY

| | |
|---------------------|----------|
| BY | DATE |
| DRAWN C.SCHIELKE | 12-11-20 |
| CHECKED T.STEVENSON | 12-14-20 |

PREPARED BY: JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
 FILE:RWPS123.DGN JOB NO. 29183

NOT VALID WITHOUT
 SHEETS 2 AND 3

C.I.P. NO. 01785303

SHEET 1 OF 3

| | | |
|----------|----|------|
| REVISION | BY | DATE |
| | | |
| | | |
| | | |
| | | |

**LEGAL DESCRIPTION
PARCEL 123
SEE SHEET 1 FOR SKETCH**

PARCEL No.123
RIGHT OF WAY

A parcel of land lying in Government Lot 1, of Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 2 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 8453, Pages 893 through 896 inclusive, of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 3 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County, and run North 89°48'30" East, 224.31 feet along the South boundary of said Lot 3 to a point on the existing Northerly right of way line of Orange Boulevard; thence North 45°16'37" East, 229.18 feet along said existing Northerly right of way line to the Southwest corner of Lot 2 of Block 25 of said SANFORD FARMS, for the POINT OF BEGINNING; thence North 13°16'28" West, 26.67 feet along the West boundary of said Lot 2 of Block 25 to a point; thence North 45°16'37" East, 155.64 feet to the beginning of a circular curve to the right, concave Southeasterly and having a radius of 1954.00 feet; thence Northeasterly, 262.25 feet along the arc of said curve through a central angle of 07°41'23", with a chord distance of 262.05 feet and a chord bearing of North 49°07'19" East, to a point on the East boundary of the aforesaid Lot 2 of Block 25 of SANFORD FARMS; thence South 13°16'28" East, 24.69 feet along said East boundary of Lot 2 of Block 25 to a point on the aforesaid existing Northerly right of way line of Orange Boulevard, said point being on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1925.00 feet; thence from a tangent bearing of South 52°38'37" West, run Southwesterly 247.50 feet along the arc of said curve and existing Northerly right of way line, through a central angle of 07°22'00", with a chord distance of 247.33 feet and a chord bearing of South 48°57'37" West to end of said curve; thence South 45°16'37" West, 171.31 feet continuing along said existing Northerly right of way line returning to said POINT OF BEGINNING.

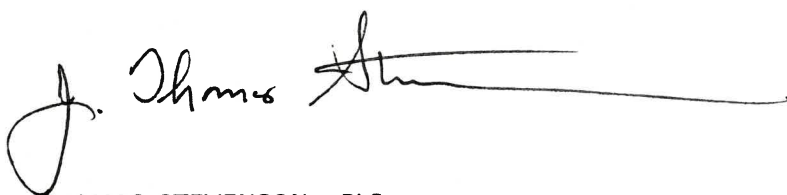
Containing: 9493 Square Feet, more or less.

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|----------|----|------|--|-------------|---|-------------------------------------|
| | | | SEMINOLE COUNTY PUBLIC WORKS | | | |
| | | | LEGAL DESCRIPTION - THIS IS NOT A SURVEY | | | |
| | | | COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) | | SEMINOLE COUNTY | |
| | | | BY | DATE | PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS123.DGN JOB NO. 29183 | |
| | | | DRAWN | C.SCHIELKE | | |
| REVISION | BY | DATE | CHECKED | T.STEVENSON | 12-14-20 | NOT VALID WITHOUT SHEETS 1 AND 3 |
| | | | C.I.P. NO. 01785303 | | | SHEET 2 OF 3 |

**LEGAL DESCRIPTION
PARCEL 123
SEE SHEET 1 FOR SKETCH**

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the South Boundary of Lot 3, Block 25, P.B. 1, Pg 127, Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being North 89°48'30" East.
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: DECEMBER 14, 2020

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



LEGEND

- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- BLVD = BOULEVARD
- (C) = CALCULATED DATA
- ☉ = CENTERLINE
- C.I.P. = CAPITAL IMPROVEMENT PROJECT
- C.M. = CONCRETE MONUMENT
- C.R. = COUNTY ROAD
- I.B.C. = IRON BAR AND CAP
- LB = LICENSED BUSINESS
- (P) = PLAT DATA
- P.B. = PLAT BOOK
- PGS. = PAGES
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- PLS = PROFESSIONAL LAND SURVEYOR
- ℙ = PROPERTY LINE
- R/W = RIGHT OF WAY
- T = TANGENT
- T.B. = TANGENT BEARING

| | | | | | | |
|----------|----|------|--|-------------|--|----------------------------------|
| | | | SEMINOLE COUNTY PUBLIC WORKS | | | |
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| | | | DRAWN | C.SCHIELKE | 12-11-20 | NOT VALID WITHOUT SHEETS 1 AND 2 |
| | | | CHECKED | T.STEVENSON | 12-14-20 | C.I.P. NO: 01785303 |
| REVISION | BY | DATE | | | SHEET 3 OF 3 | |