

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Purchase and Sale Agreement between Richard A. and Adel E. Tennyson and Seminole County  
Participation Agreement between St. Johns River Water Management District and Seminole County  
Agreement for Extended Possession between Richard A. and Adel E. Tennyson and Seminole County.

**DEPARTMENT:** Public Works      **DIVISION:** Road Operations and Stormwater

**AUTHORIZED BY:** *W. Gary Johnson*      **CONTACT:** *Mark E. Flomerfelt*      **EXT. 5709**  
*W. Gary Johnson*      *Mark E. Flomerfelt*  
W. Gary Johnson, P.E.      Mark E. Flomerfelt, P.E., Manager  
Director, Dept. Public Works      Road Operations and Stormwater

Agenda Date 4/13/04    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30     Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the attached **Purchase and Sale Agreement**, the **Participation Agreement** and the **Agreement for Extended Possession** for the Tennyson Property - Red Bug Lake and Lake Howell (Deer Run Outfall). District 1; Commissioner Maloy; (Mark Flomerfelt)

**BACKGROUND:**

The Seminole County Road Operations and Stormwater Division requests purchase of the Tennyson Property at 2751 Red Bug Lake Road, for the "Red Bug Lake and Lake Howell (Deer Run Outfall)" project. The project will consist of a future regional stormwater facility and future boat ramp to provide limited public access to Lake Howell.

Attached is the **Purchase and Sale Agreement** for the Tennyson Property which includes parcels tax identification #22-21-30-300-0120-0000, #22-21-30-300-012A-0000, #22-21-30-300-012B-0000, and #22-21-30-300-012C-0000, for a purchase price of \$1,081,500. St. Johns River Water Management District/Florida Forever Funding is providing \$600,000 for this purchase as detailed in the attached **Participation Agreement**. The Tennyson family desires to remain living in the lakefront house until July 31, 2007, and will pay rent of \$31,500 as stated in the attached **Agreement for Extended Possession**. The County's cost for the property will be \$450,000 plus incidentals of survey, environmental assessment, title report, and closing services.

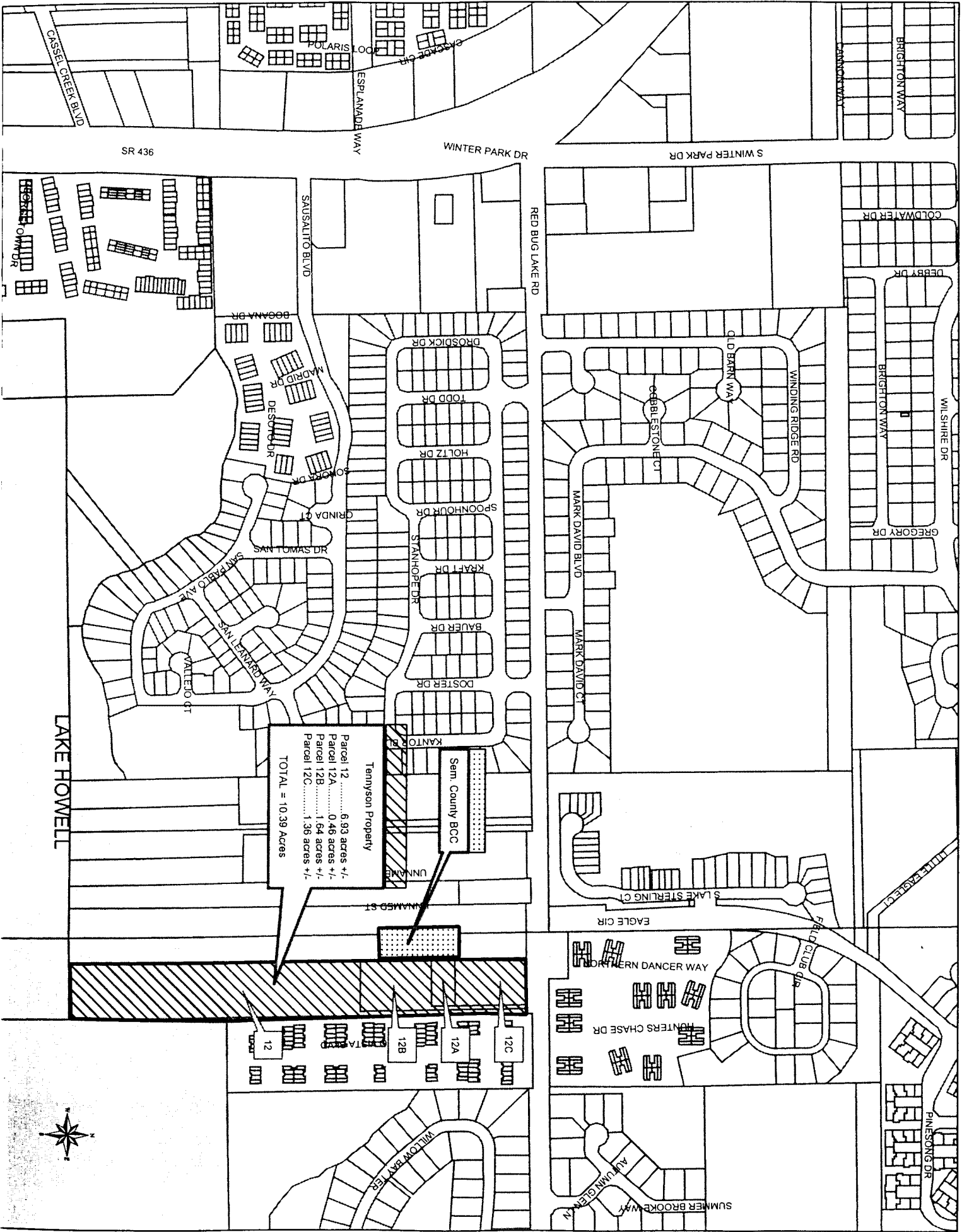
Reviewed by: *SP*  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: *MB*  
CM: *MB*  
File No. CPWS01

In addition to acquisition of parcels for needed stormwater management improvements, this transaction provides the County with a full and complete release of all claims the Tennysons may have against the County as a result of the County's use, occupation, and maintenance of the drainage ditch located on the property. This ditch conveys stormwater to Lake Howell from the western-most segment of Red Bug Lake Road, originally widened under Gas Tax Bonds and the 1991 Impact Fee program. Accordingly, the County's acquisition cost of the Tennyson property, including the above referenced ditch, will be funded from the 1991 Sales Tax and Arterial Road Impact Fee funds.

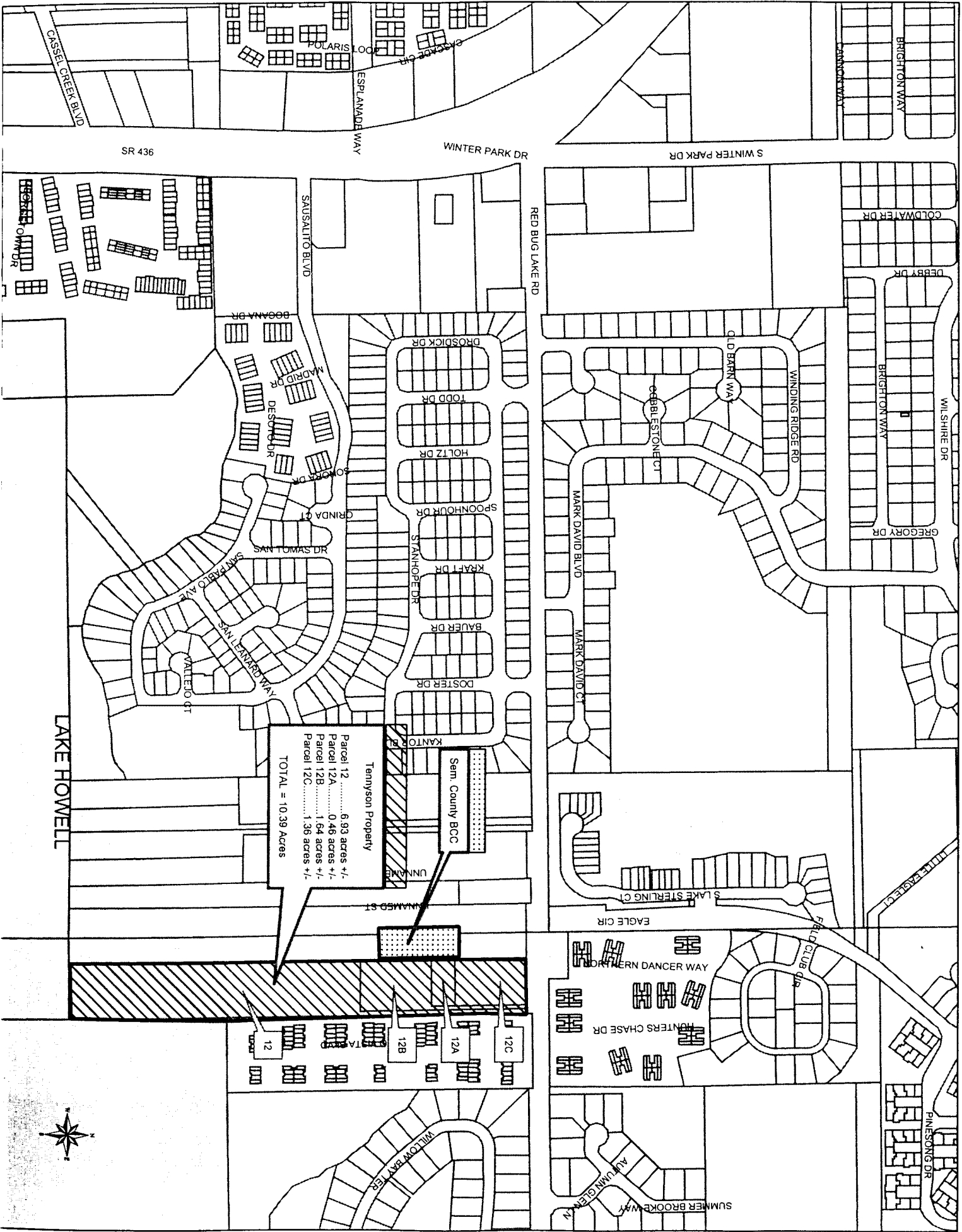
Under the terms of the Participation Agreement with St. Johns River Water Management District (SJRWMD), the County will own the property, with the commitment of completing construction of the stormwater management improvements within 6 years of the closing date. It is anticipated the project will be partially funded by state appropriations toward the St. Johns Middle Basin Initiative. The proposed project was ranked by SJRWMD second of twelve, based upon pollutant removal, in the November 2001 report entitled, "Lake Jesup Basin – Management & Treatment Alternatives Evaluation".

Under the terms of the Purchase and Sale Agreement with the Tennysons, miscellaneous requirements include removal of a sand delta at the confluence of the ditch and lake, naming of one or more parts of the facility in honor of Mr. Franklin L Tennyson, Sr., and not opening the facility to the public until after the Tennyson family has vacated the lakefront house.

Attachments: Location Map  
Purchase and Sale Agreement  
Participation Agreement  
Agreement for Extended Possession



LAKE HOWELL



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between RICHARD A. and ADEL E. TENNYSON, whose address is 2751 Red Bug Lake Road, Casselberry, Florida, 32707, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

### WITNESSETH:

**WHEREAS**, OWNER owns certain real property as hereafter described; and

**WHEREAS**, the COUNTY desires to acquire OWNER's property for use as a regional stormwater treatment facility and other public uses, including the operation and maintenance of a drainage ditch which currently traverses OWNER's property; and

**WHEREAS**, there has been a dispute between OWNER and the COUNTY regarding the COUNTY's right to operate and maintain the drainage ditch; and

**WHEREAS**, the parties wish to settle and resolve their differences.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained and subject to the terms and conditions hereafter stated, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

1. **LEGAL DESCRIPTION.** The property which is the subject matter of this Purchase Agreement (hereafter the "Property") is legally described as shown on the attached Exhibit "A" which is incorporated herein by this reference.

### 2. PURCHASE PRICE

(a) OWNER agrees to sell and convey the Property to the COUNTY or to COUNTY's assignee for the total consideration of ONE MILLION EIGHTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,081,500.00). This amount is allocated as follows: SIX HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$665,000.00) for the land and improvements located upon the property described as Parcel 1 on Exhibit A, ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) for the land and improvements located upon the property described as Parcel 2 on Exhibit A and TWO HUNDRED SEVENTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$276,500.00) for the land described as Parcel 3 on Exhibit A, including settlement of all claims of OWNER against the COUNTY associated with Parcel 3. The amount of THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00) shall be deducted from this purchase price at closing and paid to COUNTY as pre-paid rental for the Lakefront Home Parcel, as that term is

hereafter defined. (See paragraph 6 below). The parties agree that the allocation of the purchase price as provided above has been negotiated by the parties and that the transactions herein shall be reported for income tax purposes in accordance with the foregoing, provided however, that OWNER acknowledges and agrees that COUNTY has not provided OWNER with any advice, counsel or direction as to the tax consequences of this transaction, that OWNER has relied upon OWNER's own independent attorneys and tax advisors and that OWNER is solely responsible for the preparation and filing of OWNER's tax returns.

(b) COUNTY acknowledges that OWNER has stated the intention to exchange Parcel 2 for other real property or real properties of like kind in a manner which will cause such transaction or transactions ("exchange transaction") to qualify as a like kind exchange under Section 1031 of the Internal Revenue Code. In this regard OWNER may assign OWNER's right to the sale of Parcel 2 hereunder to a qualified intermediary (as defined in Treasury Regulation 1.1031(k)-1(g)(4)) engaged by OWNER to assist OWNER in such like kind exchange and in the event of such an assignment, the net proceeds (net of the existing mortgage encumbering Parcel 2) for Parcel 2 shall be paid directly to such qualified intermediary in connection with such like kind exchange.

(c) The parties acknowledge and agree that the COUNTY's acquisition of Parcel 3 is under the threat of condemnation under Section 1033 of the Internal Revenue Code pursuant to the COUNTY's authority to condemn property and constitutes a full and complete settlement of all claims between the parties regarding the COUNTY's use and occupation of the drainage ditch located on Parcel 3. The parties also acknowledge and agree that if, for any reason, the purchase and sale envisioned by this agreement is not consummated then nothing in this agreement shall be construed as an admission against interest by either party. The parties further acknowledge and agree that this agreement and all negotiations between the parties as related to the dispute between the parties and the COUNTY's use of Parcel 3 are and were part of an effort to settle and compromise the differences between the parties and therefore are not admissible in any future proceedings between the parties.

**3. TITLE EVIDENCE:** Within fifteen (15) days from date that the COUNTY signs this agreement, COUNTY shall obtain, at COUNTY's expense, a title insurance commitment with fee owner's title policy.

**4. CLOSING DATE:** This contract shall be closed and the deed(s) and the other Closing papers shall be delivered on or before May 31, 2004, unless the time for closing is extended by the parties. Except as stated in paragraph 6 below, OWNER agrees to deliver possession on the date of Closing. Time is of the essence as to the Closing date.

**5. RESTRICTIONS, EASEMENTS, LIMITATIONS AND ENVIRONMENTAL MATTERS:** The COUNTY shall take title subject to: zoning; restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements

of record; other matters agreed to in writing by the parties prior to closing, and taxes for year of Closing and subsequent years. The OWNER shall provide an affidavit, at or before Closing, stating that, to the best of OWNER's actual knowledge, without duty of inquiry, no hazardous waste or materials or environmental contaminations or violations, are located, on, upon or within the Property. The form of the affidavit is attached hereto as Exhibit "B" to this Agreement. In the event that an environmental audit confirms the presence of hazardous wastes or materials or environmental contamination on the Property, the COUNTY, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If this Agreement is not terminated, OWNER may, at its sole cost and expense and prior to the Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous waste or materials or environmental contamination ("Environmental Law"). If OWNER elects not to pursue any further assessment, clean up and monitoring of the Property as set forth herein, the parties may, but are not obligated to, negotiate a reduced purchase price for Parcels 1, 2 and 3 which shall be reduced to writing and included in an amendment to this Agreement.

**6. OCCUPANCY:** OWNER represents that, as of the Closing date, there will be no parties in occupancy other than OWNER. Except as to the lakefront single family residence and surrounding property (the Lakefront Home"), OWNER agrees to vacate and surrender possession of the Property on the date of closing. As part of the closing OWNER shall execute a lease agreement in substantially the form attached hereto as Exhibit "C" covering the Lakefront Home and the property described in the lease (the "Lakefront Home Parcel") whereby OWNER may retain possession of the Lakefront Home Parcel until July 31, 2007. OWNER may remove, prior to closing, any personalty and fixtures from the rental single family housing unit, parallel and adjacent to Red Bug Lake Road, as the COUNTY will demolish that structure within a reasonable time after the closing. OWNER may, prior to closing, at OWNER's own cost and risk, relocate the rental single family housing unit off the Property. OWNER may, upon termination of the lease agreement covering the Lakefront Home Parcel, remove all personal property from the premises.

**7. ASSIGNABILITY:** COUNTY may assign this Contract or any right derived thereunder to any other state, and/or local governmental agency. Owner may assign its rights hereunder with respect to Parcel 2 to a qualified intermediary pursuant to paragraph 2(b) above.

**8. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, if any, shall control all printed provisions in conflict therewith if initialed by both parties.

**9. SPECIAL CLAUSES:**

(a) COUNTY shall not be responsible for any brokerage fees or commissions. The parties represent and warrant to one another that no real estate brokers represent either party in this transaction.

(b) OWNER shall fully comply with the provisions of Section 286.23, Florida Statutes. OWNER shall complete an affidavit, in substantially the form attached hereto as Exhibit "D". OWNER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent Closing. OWNER shall indemnify and hold COUNTY harmless from any and all such claims, whether disclosed or undisclosed.

(c) The Closing of this Agreement is contingent upon the COUNTY obtaining funding for the purchase of the Property in the minimum amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) from the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD") through the Department of Environmental Protection's Florida Forever Program. The COUNTY will diligently pursue such funding, however, OWNER acknowledges that approval thereof is beyond the control of the COUNTY. Should such funding not be made available to the COUNTY then the COUNTY may, by written notice, cancel this Agreement and neither party shall have any liability to the other under this agreement, except that the provisions of paragraph 2(b) above shall survive the termination and continue to apply to both parties.

(d) OWNER warrants that there is a legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

(e) Within ninety (90) days after the closing or receipt of permission from regulatory authorities, if required, the COUNTY shall excavate and remove the sedimentation and invasive plant life extending from the existing drainage ditch and along the shoreline of the southwestern edge of the property in the area shown on the attached "Exhibit E". The intent of this condition is to restore the affected area to approximately the same condition as it was before the deposit of the sediment. The County makes no warranties or representations regarding the contours of the lake bottom after such removal and use of the area shall be at no risk to the COUNTY and at the sole risk of any person using the area. OWNER hereby releases the COUNTY from any claims, including claims for personal injury or death, arising from or related to the condition of the lake bottom and shoreline as a result of the excavation or the use of the area for any purpose.

(f) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(g) The COUNTY agrees to name one or more parts of the future COUNTY facility in honor of Mr. Franklin L. Tennyson, Senior. COUNTY agrees to advise OWNER

of the specific details and OWNER may, upon written notice to COUNTY, waive this condition.

(h) At the closing of this transaction the OWNER shall provide the COUNTY with a full, complete and unconditional release in the form attached hereto as Exhibit "F" covering any and all claims the OWNER may have had against the COUNTY as a result of the COUNTY's use, occupation and maintenance of the drainage ditch located on Parcel 3.

(i) The COUNTY agrees that none of the COUNTY's facilities shall be open for use by the general public until the earlier of: (i) July 4, 2007 or (ii) the date that OWNER vacates the Lakefront Home Parcel.

(j) The COUNTY agrees to include provisions in the construction documents, plans and specifications, requiring the general contractor to use reasonable dust control measures in an attempt to minimize construction inconvenience to OWNER.

### **STANDARDS FOR REAL ESTATE TRANSACTIONS**

**A. EVIDENCE OF TITLE:** An ALTA Form B Marketability title insurance commitment shall be obtained by COUNTY at COUNTY's expense and be issued by a title insurance company selected by and acceptable to COUNTY, agreeing to issue to COUNTY, upon recording of the deed(s), an Owner's policy of title insurance in the amount of the purchase price, insuring title of the COUNTY to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth specifically in this Contract and all others, if any, shall be discharged by OWNER at or before Closing. COUNTY shall have 10 days from date of receiving evidence of title to examine same. If title is found defective, COUNTY shall, within 5 days thereafter, notify OWNER in writing specifying any defect.

If said defect(s) render title unmarketable, OWNER shall have 5 days from receipt of notice within which to remove said defect(s) and, if OWNER is unsuccessful in removing them within said time, COUNTY shall have the option of either (1) accepting the title as it then is, or (2) terminating this agreement; provided, however, that OWNER agrees they will, if title is found to be unmarketable, use and exercise diligent efforts to correct the defect(s) in title within the time provided therefore except OWNER shall not be obligated to file suit to clear title.

**B. EXISTING MORTGAGES:** OWNER shall furnish a statement from the mortgagee(s), if any, setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is/are in good standing. The OWNER shall cause all mortgages to be released and/or satisfied prior to or at Closing as to the Property.

**C. SURVEY:** The COUNTY may have surveys of the Property accomplished at its expense. The OWNER agrees to provide to the COUNTY, at no expense, a copy of any and all existing surveys on the Property over which the OWNER exercises



ownership, control or dominion. If the survey, certified by registered Florida surveyor, shows any encroachment upon said Property or that improvements intended to be located on the Property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect unless the COUNTY agrees otherwise in writing. OWNER agrees that from the date this Agreement is executed by OWNER, COUNTY and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

**D. LIENS:** OWNER shall, both as to the Property and personalty being sold hereunder, furnish to COUNTY at time of Closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to OWNER and further attesting that there have been no improvements to the Property for 90 days immediately preceding date of Closing. If the Property has been improved within said time, OWNER shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to a OWNER's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

**E. PLACE OF CLOSING:** Closing shall be held at the Office of the Seminole County Attorney, or such other office as the parties may agree.

**F. TIME:** Time is of the essence of this Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays and legal holidays including County holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday, including County holidays, shall be extended to 5:00 p.m. of the next full County business day.

**G. DOCUMENTS FOR CLOSING:** OWNER shall furnish deed(s), mechanic's and/or construction lien affidavit(s), estoppel letter(s), mortgage satisfaction(s) and/or release(s), satisfaction(s) of judgment(s), Court Order(s), the no hazardous waste or environmental contamination or violation affidavit(s) as required by paragraph 5, above, and any and all corrective instrument(s) that may be required in connection with perfecting the title all of which shall survive Closing. Copies of the proposed Closing documents shall be furnished to COUNTY 5 working days prior to Closing. The Statutory Warranty Deed, in addition to all common law covenants shall include the covenant of further assurances. All grantors shall be deemed to be subject to enforcement or action as to each and every covenant.

**H. EXPENSES:** State documentary stamps which are required to be affixed to the deed(s) and other instrument(s) of conveyance as to Parcels 1 and 2 shall be paid by the OWNER. The parties agree that there are no documentary stamps required for the conveyance of Parcel 3 as same is being done in lieu of condemnation by the COUNTY. The costs of recording any and all corrective instruments shall be paid by OWNER.

**I. PRORATION OF TAXES (REAL AND PERSONAL):** Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed, and a current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's taxes; provided, however, that if there are complete, improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration; based on an estimate may, at request of either party to the transaction, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the Closing statement. If proration would result in COUNTY paying less than 1/12th of the year's taxes, OWNER shall pay all taxes without proration.

**J. SPECIAL ASSESSMENT LIENS:** Any and all certified, confirmed and ratified special assessment liens as of the date of Closing shall be paid by OWNER. Pending liens as of date of Closing shall be assumed by COUNTY; provided, however, that where the improvement has been substantially completed as of the date of closing, such pending lien shall be considered as certified, confirmed or ratified and OWNER shall, at Closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement.

**K. PERSONAL PROPERTY AND MATERIALS INSPECTION, REPAIR:** No personal property shall be conveyed to the COUNTY. If any personal property remains after termination of the Agreement for Extended Possession, as to the Lakefront Home or after closing as the balance of the Property, then same shall be deemed abandoned by the OWNER and the COUNTY may dispose of same in any fashion, without recourse by the OWNER.

**L. RISK OF LOSS:** If the real property or any structure located thereon is damaged by fire or other casualty prior to Closing, the cost of clearing the land of the damaged materials shall be an obligation of the OWNER and Closing shall proceed pursuant to the terms of this Contract with the estimated costs of clearing the land escrowed at Closing. The COUNTY has no obligation to repair or maintain the dwelling unit located on the Lakefront Home Parcel and, if it is partially or wholly damaged or destroyed prior to closing then the OWNER's sole remedy shall be a claim against the OWNER's insurance, if any. If the dwelling unit on the Lakefront Home Parcel becomes uninhabitable before closing then the Purchase Price shall be reduced by a total of \$31,500.00, applied at the rate of \$10,500.00 to each Parcel 1, 2 and 3. The reduction in purchase price does not change the net cash payable to OWNER as the prepaid rent was to be deducted from the proceeds payable to OWNER at closing.

**M. THIS PARAGRAPH INTENTIONALLY DELETED.**

**N. ESCROW:** Only the Clerk of the Circuit Court (Finance) for Seminole County shall serve as escrow agent as to any money deposits pursuant to this Agreement. The Clerk shall promptly deposit and hold same in escrow and disburse same subject to clearance thereof in accordance with terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the COUNTY. In the event of doubt as to her duties or liabilities under the provisions of this Contract, the escrow agent may in her sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party.

All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to COUNTY or OWNER of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the escrow agent.

**O. DEFAULT WAIVER:** If COUNTY fails to perform this Contract within the time specified, OWNER, at its option, may proceed at law or in equity to enforce his legal rights under this Contract. If, for any reason other than failure of OWNER to render title marketable after diligent effort, OWNER fails, neglects or refuses to perform this Contract, the COUNTY may seek specific performance without thereby waiving any action for damages resulting from OWNER's breach. Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. In any litigation relating to this Agreement, including the affidavits attached as Exhibits "B" and "D", the prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to trial and appeal. If the COUNTY is represented by the County Attorney's Office and becomes entitled to recover attorneys' fees then the award shall be based upon prevailing rates in the community, regardless of the actual amount paid to the attorney or attorneys actually representing the COUNTY.

**P. CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE:** This Contract shall be recorded in the Board of County Commissioner's public records and not recorded in the official land records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. The agreements expressed herein shall survive Closing.

**Q. PRORATIONS AND INSURANCE:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of Closing under the provisions of this Contract. COUNTY shall have the option

of taking over any existing policies of insurance on the Property, if assumable, in which extent premiums shall be prorated. The cash at Closing shall be decreased as may be required by said prorations. All references in this Contract to prorations as of date of Closing will be deemed "date of occupancy" if occupancy occurs prior to Closing, unless otherwise provided for herein.

**R. CONVEYANCE:** OWNER shall convey title to the Property by Statutory Warranty Deed which shall include all common law covenants of title and seisin which deed shall also include the covenant of further assurances. Title shall be conveyed free and clear of all liens and encumbrances subject only to matters contained in Paragraph 5 hereof and those otherwise accepted in writing by COUNTY. The deed(s) must be in a form that will provide for insuring marketable title in accordance with the terms of this Contract.

**S. HAZARDOUS MATERIALS/POLLUTION:** COUNTY shall have the right, prior to Closing, to come upon the Property with its employees, engineers and other personnel to inspect and conduct testing upon the Property.

**T. SURVIVAL:** Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that the representations, warranties, covenants and agreements of the parties shall survive Closing and all of the same shall not merge into the Deed(s) to be given by OWNER but shall be independently actionable. The covenants, warranties, representations, indemnities and undertakings of the parties set forth in this Agreement shall survive the Closing, the delivery and recording of the deed and possession of the Property. All elements of this Agreement are consideration relative to this purchase and sale.

**U. AGREEMENT EFFECTIVE:** This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

**V. ADDENDUM:** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

**W. NOTICE:** Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

**X. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Y. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in their respective names on the date first above written.

**WITNESSES:**

[Signature]  
SIGNATURE

Carol Lindemeyer  
PRINT NAME

[Signature]  
SIGNATURE

Karen J. Sauerbrey  
PRINT NAME

**PROPERTY OWNER(S):**

[Signature]  
RICHARD A. TENNYSON

[Signature]  
ADEL E. TENNYSON

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: DARYL G. McLAIN, Chairman

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

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board of  
of County Commissioners at its \_\_\_\_\_,  
2004, regular meeting.

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

SPL  
3/23/04  
Exhibits

- A Legal Descriptions
- B Environmental Affidavit
- C Form Lease Agreement
- D F.S. 286.23 Affidavit
- E Spoil Area
- F Release

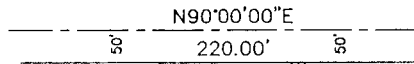
P:\Users\slee\Agreements\Tennyson Purchase Agreement4.doc

# Sketch of Description

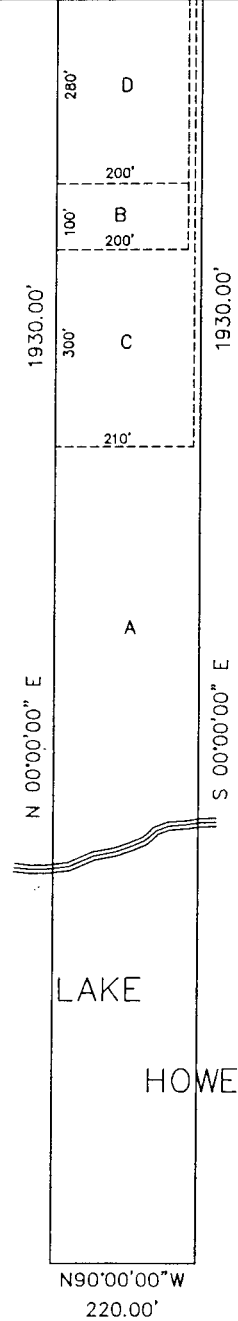
THIS IS NOT A SURVEY

Red Bug Lake Road

NOT TO SCALE



North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.



## LEGAL DESCRIPTION

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way

- A) Parcel ID Number 22-21-30-300-0120-0000
- B) Parcel ID Number 22-21-30-300-012A-0000
- C) Parcel ID Number 22-21-30-300-012B-0000
- D) Parcel ID Number 22-21-30-300-012C-0000

LAKE  
HOWELL



Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

FILE NAME: <u>TENNYSON1.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 23, 2004</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Road as being N90°00'00"E, assumed.

BY:   
Michael F. Garcia P.S.M., Fla. Cert #5904

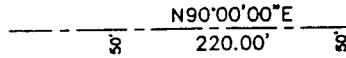
EXHIBIT "A"

# Sketch of Description

THIS IS NOT A SURVEY

Red Bug Lake Road

NOT TO SCALE

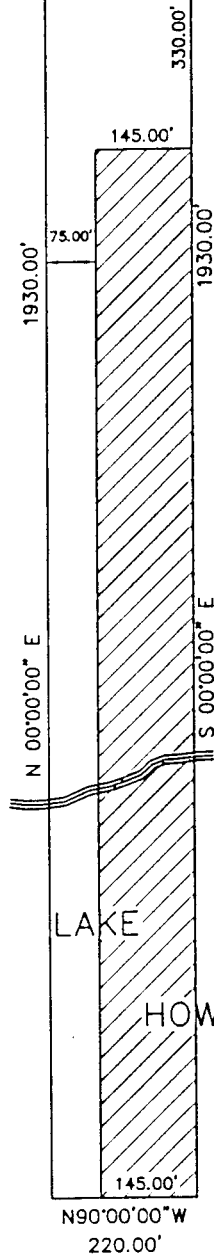


North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

## LEGAL DESCRIPTION

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way, LESS The North 330 feet, LESS the West 75 feet.

West line of the West 330' of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East.



LAKE  
HOWELL

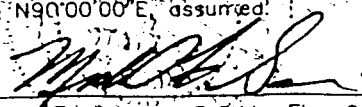


Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

EXHIBIT A - Parcel 1

FILE NAME: <u>JENNYSON2-D.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 24 2004</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Rd as being N90°00'00\"/>

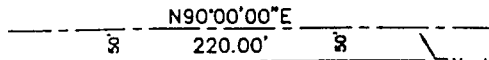
BY:   
Michael F. Garcia, P.S.M., Fla. Cert #5904

# Sketch of Description

THIS IS NOT A SURVEY

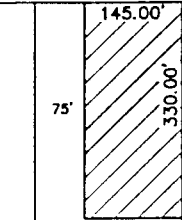
Red Bug Lake Road

NOT TO SCALE



North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

West line of the West 330' of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East.



## LEGAL DESCRIPTION

The North 330 feet, LESS the West 75 feet of the following described parcel of land:

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way.

1930.00'

N 00°00'00" E

S 00°00'00" E

LAKE

HOWELL

N90°00'00"W  
220.00'

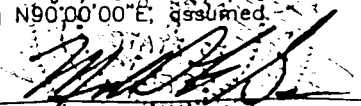


Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

*Exhibit A - Parcel 2*

FILE NAME: <u>TENNYSON2-C.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 24 2004</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Road as being N90°00'00"E, assumed.

BY:   
Michael F. Garcia, P.S.M., Fla. Cert #5904



# Sketch of Description

THIS IS NOT A SURVEY

Red Bug Lake Road

NOT TO SCALE



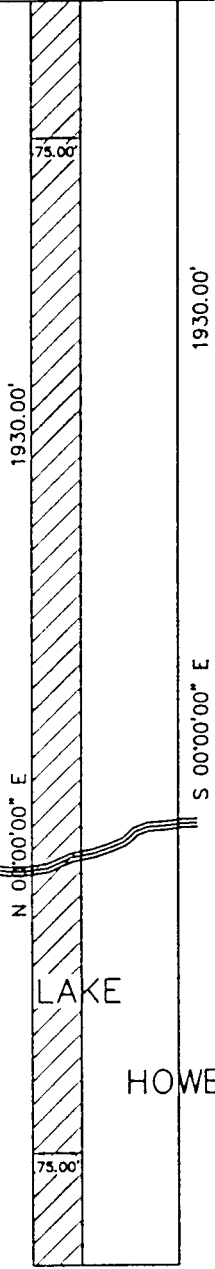
N90°00'00"E  
220.00'

North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

## LEGAL DESCRIPTION

The West 75 feet of the East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way.

West line of the West 330' of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East.




Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

Exhibit "A" - Parcel 3

FILE NAME: JENNYSON1-B.dwg	SCALE: NOT TO SCALE
DATE: FEBRUARY 24 2004	DRAWN BY: MFG

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Rd as being N90°00'00"E, assumed.

BY:   
Michael F. Garcia P.S.M., Fla. Cert #5904

**EXHIBIT "B"**

HAZARDOUS MATERIALS OR WASTE  
AND ENVIRONMENTAL  
CONTAMINATION AFFIDAVIT

( STATE OF FLORIDA )  
( COUNTY OF SEMINOLE )

**COME NOW**, RICHARD A. and ADEL E. TENNYSON, as OWNERS, pursuant to the Purchase and Sale Agreement between OWNER and SEMINOLE COUNTY, a political subdivision of the State of Florida (COUNTY), dated \_\_\_\_\_, 2004, and swear and affirm that the following facts are true:

(1) That they are the owners of the property as described in the above-referenced Purchase and Sale Agreement.

(2) There are no facts actually known to the OWNERS materially affecting the value of the real property which is the subject of the above-referenced Agreement. There are no liabilities associated with the Property which have been observed by or which are known to the OWNERS. To the best of OWNERS' knowledge and belief, there are no hazardous materials or wastes or any other form of environmental contamination located upon or within the Property.

(3) The OWNERS are not now and have not in the past used the real property which is the subject matter of the above referenced Agreement: (a) for any business activity which uses or used environmental contaminants, toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater; (b) as a hazardous waste or toxic chemical storage facility or dumpsite, or (c) as a garbage dump or landfill area. The following activities are permitted and not covered by the first sentence of this paragraph: (a) driving, parking and routine maintenance of automobiles; (b) normal use of household cleaning products; and (c) normal use of home and garden insecticides, pesticides or fertilizers.

(4) To the best of OWNERS' knowledge and belief the Property has not been and is not now in violation of any Federal, State or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or including, but not limited to, soil and groundwater conditions.

(5) The OWNERS have obtained any and all necessary permits, registrations, approvals and licenses necessary to generate, manufacture, transport, treat, store, handle, dispose or process any of the materials and substances referred to herein.

(6) If OWNERS elect to undertake such activity pursuant to Paragraph 5 of the Purchase and Sale Agreement then they shall obtain any and all necessary permits, registrations, approvals and licenses necessary to cleanup, remediate and decontaminate the Property.

(7) To the best of OWNERS' knowledge and belief no Federal, State, or local government agency has filed any lien with regard to the property.

(8) To the best of OWNERS' knowledge and belief there is no environmental condition, situation or incident on, at or concerning or in any way related to the property that could possibly give rise to any type of action, proceeding or investigation under any law, rule, regulation or common law theory.

(9) To the best of OWNERS' knowledge and belief there are not underground storage tanks of any type or of any sort or similar lines or facilities located in anyway on the property.

(10) To the best of OWNERS' knowledge and belief the property is not identified on the current or proposed (a) National Priorities List under 40 C.F.R. Part 300, Appendix B; (b) Comprehensive Environmental Response Compensation, and Liability Inventory System ("CERCLIS"); or (c) any list maintained by any Federal, State, or local authority relating in any way to environmental contamination.

(11) To the best of OWNERS' knowledge and belief there are no impending changes or events that will substantially affect the property's compliance with environmental legal requirements or the ability to obtain and maintain in effect the non-violation status of the property.

(12) As with all other terms, conditions, covenants and warranties in the underlying Purchase and Sale Agreement and all of the matters set forth herein shall survive closing and burden the OWNERS and their properties wheresoever located.

(13) OWNERS agree to indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses including, but not limited to, attorney fees and costs, cleanup costs and fines, by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the OWNER's use of the property contrary to the provisions of paragraph 3 of this affidavit. This indemnification specifically includes any and all future or contingent demands, claims, liabilities, fines, fees, losses or expenses. This indemnification includes any and all attorneys fees and legal costs that may be reasonably incurred by the COUNTY.

(14) The terms of this affidavit that refer to the OWNERS' knowledge mean the OWNERS' actual knowledge, without duty of inquiry.

**FURTHER AFFIANT(S) SAYETH NAUGHT.**

**WITNESSES:**

**PROPERTY OWNER(S):**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RICHARD A. TENNYSON

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADEL E. TENNYSON

\_\_\_\_\_  
PRINT NAME

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by RICHARD A. and ADEL E. TENNYSON, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Print Notary Name

Notary Public in and For the County  
and State Aforementioned

My Commission No. \_\_\_\_\_

My Commission Expires:

# EXHIBIT "C"

## AGREEMENT FOR EXTENDED POSSESSION

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and RICHARD A. and ADEL E. TENNYSON, whose address is 2751 Red Bug Lake Road, Casselberry, Florida, 32707, hereinafter referred to as TENNYSON.

### WITNESSETH:

**WHEREAS**, this agreement is an integral part of the purchase of TENNYSON's property by the COUNTY; and

**WHEREAS**, part of the consideration of the TENNYSON's agreement to sell their property to the COUNTY was COUNTY's agreement to allow TENNYSON to continue to reside in their primary residence until no later than July 31, 2007; and

**WHEREAS**, the parties intend that TENNYSON's continued occupancy of the residence be under the contract of sale between the parties and therefore excluded from the operation of Chapter 83, Florida Statutes.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, COUNTY and TENNYSON agree as follows:

1. **RECITALS.** The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied.
2. **PROPERTY.** The property subject to this Agreement is a portion of the property being purchased by the COUNTY. The property which is the subject matter of

this Agreement is legally described as shown on the attached Exhibit A and is hereafter referred to as the Lakefront Home Parcel. Also included in this Agreement is the non-exclusive right of access to the Lakefront Home Parcel over the driveway area shown on Exhibit "A" (the Driveway").

3. **TERM.** The term of this Agreement shall be from the date of execution by the parties through July 31, 2007, unless earlier terminated as provided herein.

4. **RENT.** The total amount of the rent for the entire term of this Agreement shall be thirty one thousand five hundred dollars (\$31,500.00), payable in one lump sum amount and in advance. Except as provided in section 10(b) below, none of this amount shall be considered as advance rent or as a security deposit, the parties intending that there be will no refund of any rental in the event of early termination of this Agreement.

5. **USE OF PROPERTY.** TENNYSON shall have the exclusive use of the Lakefront Home Parcel for use as a single family residence during the term of this Agreement. TENNYSON shall also have a non-exclusive right to use the Driveway for access to the Lakefront Home Parcel. TENNYSON covenant that they will not use or permit the Lakefront Home Parcel to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or any ordinance of Seminole County, nor shall they permit any nuisance on the Lakefront Home Parcel.

6. **MAINTENANCE OF PROPERTY.** TENNYSON acknowledges that the Lakefront Home Parcel and the structure located thereon have been their principal residence for many years and that they are fully and completely aware of the condition of the property and structure. TENNYSON agrees to be fully responsible for the maintenance and repair of the entire structure, including all roofing, structural elements,

windows, walls, screens, doors, steps, porches, foundations, floors, electrical, plumbing, air conditioning, heating, appliances, fixtures and furnishings. COUNTY has not and will not provide for the extermination of any pests, including termites; locks and keys; heat, air conditioning, hot water, or running water; garbage or refuse removal, or smoke detection devices.

7. **UTILITIES.** At all times during the term of this Agreement TENNYSON shall be responsible for payment for all utilities used on the Lakefront Home Parcel, including, by way of illustration and not limitation, electricity, telephone, cable television, water and sewer and garbage and waste removal.

8. **ASSIGNMENT AND SUBLETTING.** TENNYSON shall not assign or sublet the Lakefront Home Parcel, or any part thereof.

9. **HOLD HARMLESS.** TENNYSON agrees to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature, including death, to persons or property from use of the Lakefront Home Parcel by TENNYSON.

10. **INSURANCE/RISK OF LOSS.** (a). During the term of this Agreement TENNYSON shall bear the risk of loss for all personal property located on or within the Lakefront Home Parcel. TENNYSON is advised to procure a renters policy for those items. TENNYSON shall obtain a liability policy with limits reasonably acceptable to the COUNTY, naming the COUNTY as an additional insured, providing coverage for medical

payments and claims for personal injury, including death, and property damage resulting from TENNYSON's use and occupation of the Lakefront Home Parcel.

(b) COUNTY shall procure insurance providing coverage for destruction of or damage to the premises caused by fire, windstorm, or other such peril. Should the premises be partially destroyed by such casualty then the COUNTY shall use the proceeds from the insurance to rebuild the premises, provided that the cost to restore the premises is less than fifty per cent (50%) of the then value of the structure. Should the cost to repair the damage to the premises exceed fifty per cent (50%) of the then value of the structure then this agreement shall automatically terminate, TENNYSON shall vacate the premises and the COUNTY shall pay TENNYSON the prorated amount of the rent calculated over the remaining balance of the term.

11. **CANCELLATION AND TERMINATION.** This Agreement may be terminated by TENNYSON by vacating the premises at any time, upon notice to the COUNTY. Except as provided in section 10(b) above, there shall be no refund of rent in the event of an early termination of this Agreement.

12. **SURRENDER OF POSSESSION.** TENNYSON agrees to deliver up and surrender to the COUNTY possession of the Lakefront Home Parcel at the expiration or termination of this Agreement. Any personal property not removed at that time shall be deemed to have been abandoned by TENNYSON and may be retained or disposed of by COUNTY.

13. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the COUNTY or by TENNYSON shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.



14. **ADVICE OF COUNSEL.** TENNYSON acknowledges that they have had the benefit of advice and counsel from an attorney of their own choosing regarding this Agreement and that they have not relied upon any advice or representation of the COUNTY not expressly stated herein.

**IN WITNESS WHEREOF,** TENNYSON has executed this Agreement For Extended Possession on the date set forth above.

**WITNESSES:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RICHARD A. TENNYSON

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADEL E. TENNYSON

\_\_\_\_\_  
PRINT NAME

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

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

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2004, regular meeting.

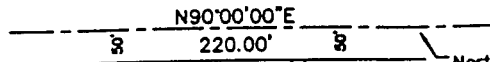
\_\_\_\_\_  
County Attorney  
SPL  
Attachment: Legal Description  
P:\Users\sllee\Agreements\Tennyson Lease Agreement.doc

# Sketch of Description

THIS IS NOT A SURVEY

Red Bug Lake Road

NOT TO SCALE

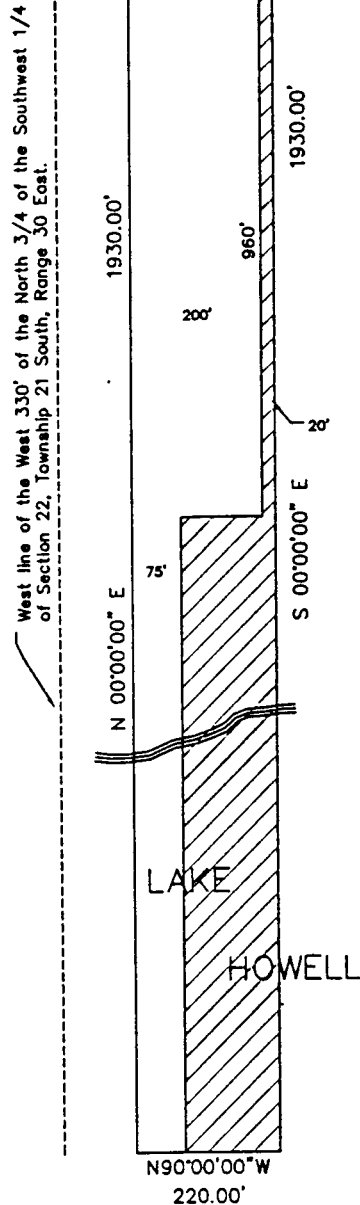


North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

## LEGAL DESCRIPTION

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way.

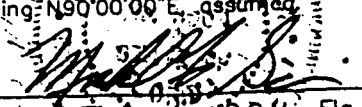
ALSO LESS AND EXCEPT the North 960 feet of the West 200, AND LESS the West 75 feet.



Seminole County Department of Public Works  
 Road Operations and Stormwater Division  
 520 West Lake Mary Blvd., Suite 200  
 Sanford, Florida 32773  
 (407) 665-5710

FILE NAME: <u>TENNYSON1-E.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 24 2004</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Road as being N90°00'00\"/>

BY:   
 Michael F. Garcia, P.S.M., Fla. Cert #5904

*Exhibit "A" - Extended Possession Agreement*

**EXHIBIT "D"**  
**AFFIDAVIT OF INTEREST IN REAL PROPERTY- F.S. 286.23(2)**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, for the sole purpose of compliance with Section 286.23(2) of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The name(s) and address(es) of the Grantor(s) of the before named real property is/are: RICHARD A. and ADEL E. TENNYSON .

The names(s) and address(es) of every person having a beneficial interest in the above named real property that is the subject to negotiations for purchase by Seminole County, a political subdivision of the State of Florida is/are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. **Additional Names and Addresses attached as Exhibit "B" (if any).**

FURTHER AFFIANT SAYETH NAUGHT  
WITNESSES:

PROPERTY OWNER(S):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RICHARD A. TENNYSON

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADEL E. TENNYSON

\_\_\_\_\_  
PRINT NAME

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by RICHARD A. and ADEL E. TENNYSON, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Print Notary Name

Notary Public in and For the County  
and State Aforementioned

My Commission No. \_\_\_\_\_

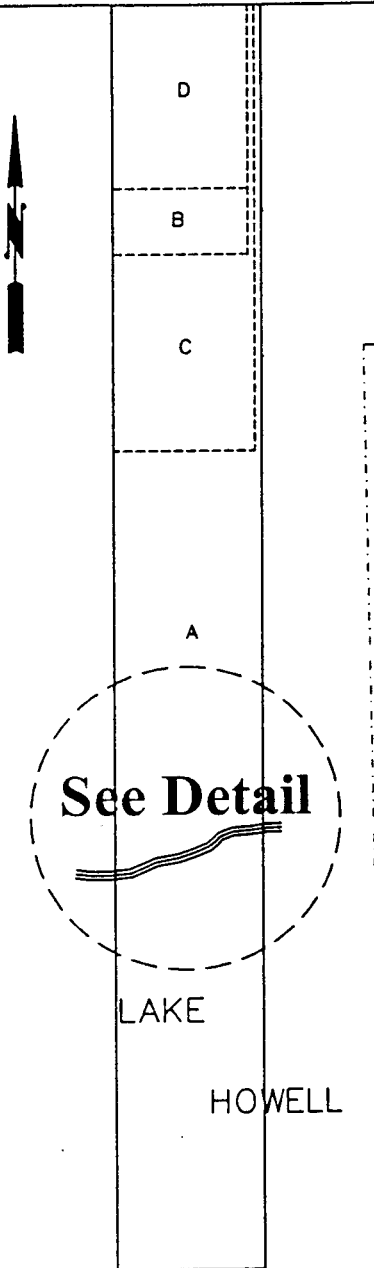
My Commission Expires: \_\_\_\_\_

Notary Seal:

# Spoil Area Map

Red Bug Lake Road

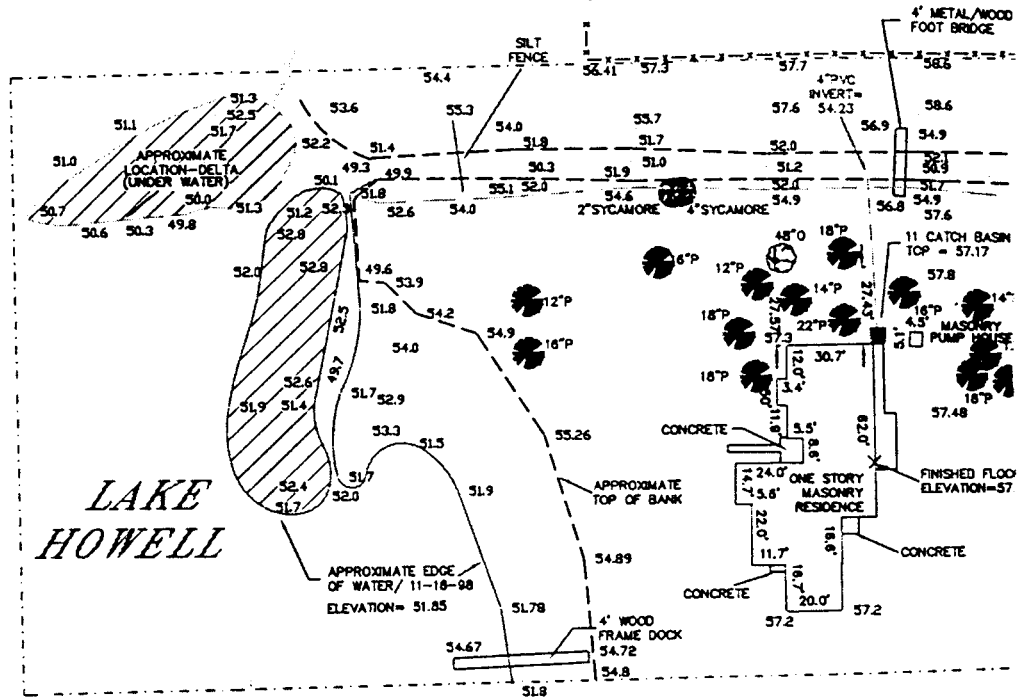
NOT TO SCALE




N90°00'00"W  
220.00'

## Detail

(Not to Scale)



 SPOIL AREA TO BE REMOVED



Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

EXHIBIT "E"

FILE NAME: TENNYSON\_SPOIL\_AREA.dwg  
DATE: FEBRUARY 23, 2004

SCALE: NOT TO SCALE  
DRAWN BY: MFG

**EXHIBIT " F "**  
**FORM OF RELEASE**

## PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", having a mailing address of \_\_\_\_\_ and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as "District" and having a mailing address of 4049 Reid Street, Palatka, Florida 32177.

### WITNESSETH:

WHEREAS, the District has established a Lake Jesup Stormwater Project for the purpose of enhancing water quality in the Lake Jesup Basin; and

WHEREAS, the County has adopted a program for the purpose of construction of stormwater management facilities and water quality improvement for the benefit of the residents of Seminole County and surrounding areas; and

WHEREAS, the District has the authority under Chapter 373, Florida Statutes to acquire the fee or other interest in lands necessary for water management, water supply, and the conservation and protection of water resources; and

WHEREAS, through cooperative effort between the District and the County, several properties have been identified as potential acquisition sites for the Lake Jesup Stormwater Project and the County's stormwater management program; and

WHEREAS, the Tennyson property, District Parcel No. 2003W-16, (the "Property"), lying between Red Bug Lake Road and Lake Howell, on the north shore of Lake Howell, is one of the potential acquisition sites, as described on Exhibit A, attached hereto; and

WHEREAS, the County and the District, in recognition of the mutual efforts and the responsibilities of the other, each desire to enter into this Agreement to establish a program for the joint acquisition, development and management of the Property.

NOW, THEREFORE, the County and the District, for and in consideration of the sum of ten and 00/100 dollars (\$10.00), the mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, do hereby agree as follows:

1. PURPOSE: The purpose of this Agreement is to provide for the joint funding, acquisition, design, construction, and long term operation and management of the Property as a stormwater facility.

2. LAND ACQUISITION AND HOLDING OF TITLE: The County has submitted an agreement to the Sellers, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Purchase Agreement"). By execution of this Agreement the District acknowledges and agrees that the Purchase Agreement, or an agreement containing substantially the same terms and conditions, is acceptable to the District and that the County may, subject to the funding contingency specified in Paragraph 4 below and due diligence requirements specified in paragraph 3 below, proceed to close the purchase and sale of the Property. The District will provide monies to the closing agent, pursuant to a Closing Statement. The County shall hold fee simple title to the Property, subject to deed restrictions and revert to the District as described in Paragraph 6 below.

3. TITLE INSURANCE, ENVIRONMENTAL ASSESSMENT AND SURVEY: Prior to the closing of the Property, the County will obtain a title commitment for an owner's title insurance policy, an environmental assessment, and a signed and sealed boundary survey in accordance with District and County approved standards and procedures. The County will immediately provide a copy of each document to the District for review and approval. The District agrees to promptly notify the County as to any objections to the content of each document or the process by which each was acquired. The County agrees to use its best efforts to correct or remedy any such objection so that the purchase and sale may proceed to closing without undue delay.

The County will certify to the District at closing that a title insurance policy in favor of the County and the District will be issued upon recording of all documents vesting title in the County. The request from the County for funds to close, and payment by the District and the County of their respective portions of the purchase price at closing shall be conclusive evidence of acceptance of all closing related matters by both parties.

4. FUNDING: The District's funding shall be paid from the Florida Forever Trust Fund monies in the amount not to exceed Six Hundred Thousand and NO/100 Dollars (\$600,000.00) to be applied only towards the purchase price of the fee simple interest in the Property. The County shall notify the District of the closing date for purchase of the Property no less than forty-five (45) days in advance of said closing date. Subject to completion of the requirements set forth in Paragraph 3 above and approval by both parties of the closing documents and closing statement, the District and the County shall each pay to the Closing Agent their respective portions of the purchase price for the fee simple interest in the Property.

5. CONTINGENCY FOR FLORIDA FOREVER FUNDING: This Agreement shall be subject to approval by the Department of Environmental Protection for use and release of Florida Forever funding for this purchase. If such approval does not occur, then neither party is obligated to purchase the Property and the parties are relieved from all further obligations under this Agreement.

6. USE AND MANAGEMENT OF THE PROPERTY: The parties agree that the County will assume full responsibility for management of the Property following closing. The use of the Property will be limited to stormwater management and water quality improvement,

and for the County to provide public access to and construct a boat ramp and related facilities adjacent to the shore of Lake Howell. The District is participating with the County for the primary purpose of assisting the County in creating facilities to aid the County's treatment and management of stormwater. During the time of the County's ownership of the Property it shall only be utilized by the County for stormwater treatment and management, and for providing public access to and construction and operation of a boat ramp and related facilities located at the shore of Lake Howell. In the event the County has not completed the construction of a stormwater management system on the Property by the date which is exactly six (6) years following the date of closing on the Property then the District shall have the option of: i) acquiring title to the Property, or ii) requiring the County to reimburse the District the full amount it funded, plus interest at the rate of five per cent (5%) per year. The District shall provide written notice to the County of its exercise of either option. If the District chooses to take title to the Property, then the County shall immediately provide a County deed conveying the Property to the District. If the District elects to require repayment then the County shall have eighteen (18) months to pay the District and, upon payment in full, the District shall provide the County with a waiver of all restrictions on use of the Property as initially imposed at the time of acquisition. In the event the County ever fails to actively operate a facility on the Property for stormwater treatment and management purposes, then the District shall have the same two options specified above. The County shall not, without the written approval of the District, transfer the Property. At closing, a Memorandum of Agreement, in substantially the same form as that attached hereto as Exhibit "B" and by this reference made a part hereof, shall be executed by the parties to formalize the covenants and restrictions set forth in this Paragraph 6. Said Memorandum of Agreement shall be recorded with the deed of conveyance of the Property in the public records of Seminole County, Florida.

7. SPECIAL CONDITIONS:

(A) The County shall be responsible for obtaining the design and engineering plans and specifications necessary for construction of the stormwater facility and the boat ramp and related facilities. The District shall review and approve the design, engineering plans and specifications and any other studies or reports obtained by the County in connection with the stormwater facility prior to initiation of any construction activities. Both parties agree that time is of the essence in reviewing, commenting, and responding to comments relating to the design, engineering plans and specifications, and any other studies or reports necessary for construction of the stormwater facility.

(B) The County agrees to provide overall property footprint design elevations. The County shall construct the stormwater facility in accordance with the approved design and engineering plans and specifications and in accordance with the detailed design. The County shall also obtain and maintain and keep in force any and all permits required in connection with the construction, operation, maintenance and repair of the stormwater facility. All work shall be performed in accordance with applicable federal, state and local laws, rules, regulations and ordinances. All work shall be performed by the County or by a contractor or sub-contractor hired by the County.



(C) The County shall have no power to and shall not subject the Property to any construction, mechanic's, laborer's, materialmen's or other liens. If any construction, mechanic's, laborer's, materialmen's or orders for the payment of money shall be filed against the Property for any construction or improvement by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for County at the Property, or for or by reason of any change, alteration or addition or the cost or expense thereof or any contract relating there to, County shall cause the same to be canceled and discharged of record, by bond or otherwise as allowed by law at the expense of County.

8. NOTICES: Any and all notices, requests or other communications hereunder shall be in writing and shall be deemed delivered or received: i) on the date of delivery if transmitted by hand delivery with receipt therefore; or ii) on the date upon which the return receipt is signed or delivery is refused or non-deliverable, if sent by registered mail/return receipt requested; or iii) on the next business day, if mailed by any form of overnight mail service, to the following:

To the County: Seminole County, Florida  
1101 East 1st Street  
Sanford, Florida 32771  
Attention: Director of Public Works

To the District: St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177  
Attention: Director, Department of Operations  
& Land Resources

9. NONDISCRIMINATION: During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11248 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

10. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by a writing signed by the parties hereto.

11. NON-WAIVER OF REGULATORY POWERS/SUBSEQUENT FUNDING AGREEMENTS: Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District or the County as they now or hereafter exist under applicable laws, rules and regulations. Further, nothing herein shall be construed to prevent the County from applying for and

receiving funds from the District under a separate Participation Agreement for the design, construction and/or operation of any facility covered by this Agreement.

12. NON-WAIVER OF SOVEREIGN IMMUNITY: Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the District or the County of their sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the District or County to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

13. GOVERNING LAW/ATTORNEY'S FEES: This Agreement shall be construed and interpreted according to the laws of the State of Florida.

14. EFFECTIVE DATE: For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the District has executed the same, and that date shall be inserted at the top of the first page hereof.

THE BALANCE OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date and year first above written.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

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

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized by the Board of County  
Commissioners at their meeting of  
\_\_\_\_\_, 2004.

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
KIRBY B. GREEN III  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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

APPROVED: SJRWMD:

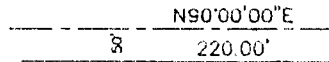
\_\_\_\_\_  
STANLEY J. NIEGO, ESQUIRE  
OFFICE OF GENERAL COUNSEL

# Sketch of Description

THIS IS NOT A SURVEY

Red Bug Lake Road

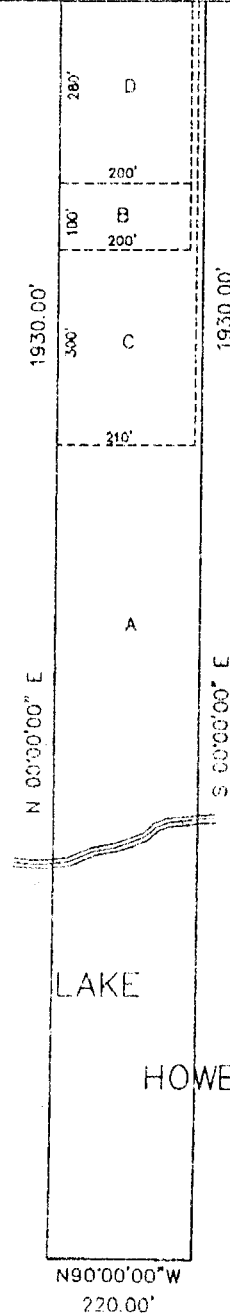
NOT TO SCALE



North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

## LEGAL DESCRIPTION

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way

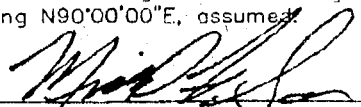


- A) Parcel ID Number 22-21-30-300-0120-0000
- B) Parcel ID Number 22-21-30-300-012A-0000
- C) Parcel ID Number 22-21-30-300-012B-0000
- D) Parcel ID Number 22-21-30-300-012C-0000

LAKE  
HOWELL



Seminole County Department of Public Works  
Road Operations and Stormwater Division  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773  
(407) 665-5710

FILE NAME: <u>TENNYSON1.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 23, 2004</u>	DRAWN BY: <u>MFG</u>
1. THIS IS NOT A SURVEY. 2. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. 3. The dimensions shown are based on a nominal section. 4. Basis of bearings: The South right-of-way line of Red Bug Lake Road as being N90°00'00"E, assumed.	
BY:  Michael F. Garcia P.S.M., Fla. Cert #5904	

## AGREEMENT FOR EXTENDED POSSESSION

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and RICHARD A. and ADEL E. TENNYSON, whose address is 2751 Red Bug Lake Road, Casselberry, Florida, 32707, hereinafter referred to as TENNYSON.

### WITNESSETH:

**WHEREAS**, this agreement is an integral part of the purchase of TENNYSON's property by the COUNTY; and

**WHEREAS**, part of the consideration of the TENNYSON's agreement to sell their property to the COUNTY was COUNTY's agreement to allow TENNYSON to continue to reside in their primary residence until no later than July 31, 2007; and

**WHEREAS**, the parties intend that TENNYSON's continued occupancy of the residence be under the contract of sale between the parties and therefore excluded from the operation of Chapter 83, Florida Statutes.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, COUNTY and TENNYSON agree as follows:

1. **RECITALS.** The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied.
2. **PROPERTY.** The property subject to this Agreement is a portion of the property being purchased by the COUNTY. The property which is the subject matter of

this Agreement is legally described as shown on the attached Exhibit A and is hereafter referred to as the Lakefront Home Parcel. Also included in this Agreement is the non-exclusive right of access to the Lakefront Home Parcel over the driveway area shown on Exhibit "A" (the Driveway").

3. **TERM.** The term of this Agreement shall be from the date of execution by the parties through July 31, 2007, unless earlier terminated as provided herein.

4. **RENT.** The total amount of the rent for the entire term of this Agreement shall be thirty one thousand five hundred dollars (\$31,500.00), payable in one lump sum amount and in advance. Except as provided in section 10(b) below, none of this amount shall be considered as advance rent or as a security deposit, the parties intending that there be will no refund of any rental in the event of early termination of this Agreement.

5. **USE OF PROPERTY.** TENNYSON shall have the exclusive use of the Lakefront Home Parcel for use as a single family residence during the term of this Agreement. TENNYSON shall also have a non-exclusive right to use the Driveway for access to the Lakefront Home Parcel. TENNYSON covenant that they will not use or permit the Lakefront Home Parcel to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or any ordinance of Seminole County, nor shall they permit any nuisance on the Lakefront Home Parcel.

6. **MAINTENANCE OF PROPERTY.** TENNYSON acknowledges that the Lakefront Home Parcel and the structure located thereon have been their principal residence for many years and that they are fully and completely aware of the condition of the property and structure. TENNYSON agrees to be fully responsible for the maintenance and repair of the entire structure, including all roofing, structural elements,

windows, walls, screens, doors, steps, porches, foundations, floors, electrical, plumbing, air conditioning, heating, appliances, fixtures and furnishings. COUNTY has not and will not provide for the extermination of any pests, including termites; locks and keys; heat, air conditioning, hot water, or running water; garbage or refuse removal, or smoke detection devices.

7. **UTILITIES.** At all times during the term of this Agreement TENNYSON shall be responsible for payment for all utilities used on the Lakefront Home Parcel, including, by way of illustration and not limitation, electricity, telephone, cable television, water and sewer and garbage and waste removal.

8. **ASSIGNMENT AND SUBLETTING.** TENNYSON shall not assign or sublet the Lakefront Home Parcel, or any part thereof.

9. **HOLD HARMLESS.** TENNYSON agrees to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature, including death, to persons or property from use of the Lakefront Home Parcel by TENNYSON.

10. **INSURANCE/RISK OF LOSS.** (a). During the term of this Agreement TENNYSON shall bear the risk of loss for all personal property located on or within the Lakefront Home Parcel. TENNYSON is advised to procure a renters policy for those items. TENNYSON shall obtain a liability policy with limits reasonably acceptable to the COUNTY, naming the COUNTY as an additional insured, providing coverage for medical

payments and claims for personal injury, including death, and property damage resulting from TENNYSON's use and occupation of the Lakefront Home Parcel.

(b) COUNTY shall procure insurance providing coverage for destruction of or damage to the premises caused by fire, windstorm, or other such peril. Should the premises be partially destroyed by such casualty then the COUNTY shall use the proceeds from the insurance to rebuild the premises, provided that the cost to restore the premises is less than fifty per cent (50%) of the then value of the structure. Should the cost to repair the damage to the premises exceed fifty per cent (50%) of the then value of the structure then this agreement shall automatically terminate, TENNYSON shall vacate the premises and the COUNTY shall pay TENNYSON the prorated amount of the rent calculated over the remaining balance of the term.

11. **CANCELLATION AND TERMINATION.** This Agreement may be terminated by TENNYSON by vacating the premises at any time, upon notice to the COUNTY. Except as provided in section 10(b) above, there shall be no refund of rent in the event of an early termination of this Agreement.

12. **SURRENDER OF POSSESSION.** TENNYSON agrees to deliver up and surrender to the COUNTY possession of the Lakefront Home Parcel at the expiration or termination of this Agreement. Any personal property not removed at that time shall be deemed to have been abandoned by TENNYSON and may be retained or disposed of by COUNTY.

13. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the COUNTY or by TENNYSON shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.



14. **ADVICE OF COUNSEL.** TENNYSON acknowledges that they have had the benefit of advice and counsel from an attorney of their own choosing regarding this Agreement and that they have not relied upon any advice or representation of the COUNTY not expressly stated herein.

**IN WITNESS WHEREOF,** TENNYSON has executed this Agreement For Extended Possession on the date set forth above.

**WITNESSES:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RICHARD A. TENNYSON

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADEL E. TENNYSON

\_\_\_\_\_  
PRINT NAME

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

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

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2004, regular meeting.

\_\_\_\_\_  
County Attorney  
SPL  
Attachment: Legal Description

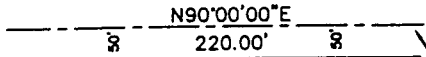
P:\Users\sllee\Agreements\Tennyson Lease Agreement.doc

# Sketch of Description

THIS IS NOT A SURVEY

Red Bug Lake Road

NOT TO SCALE

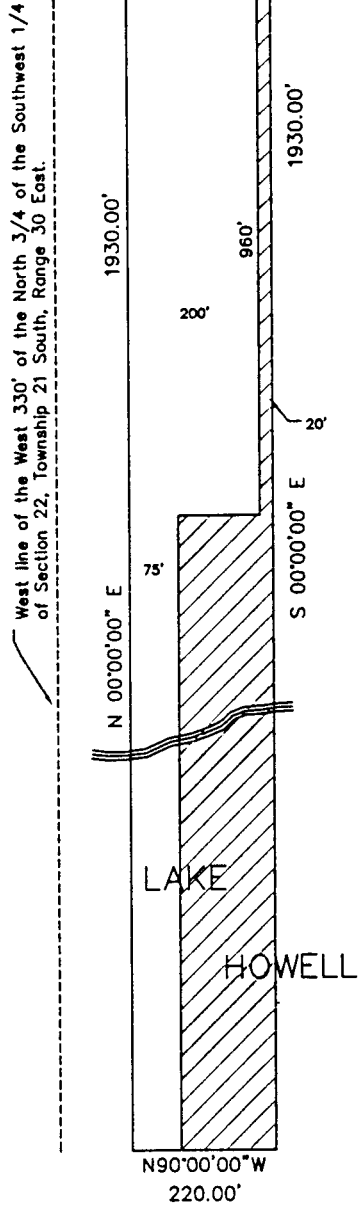


North line of the North 3/4, of the Southwest 1/4, Section 22, Township 21 South, Range 30 East.

## LEGAL DESCRIPTION

The East 220 feet the West 330 feet of the North 3/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 30 East, Seminole County, Florida. LESS AND EXCEPT the North 50 feet thereof for road right-of-way.

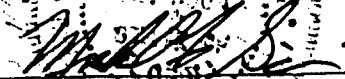
ALSO LESS AND EXCEPT the North 960 feet of the West 200, AND LESS the West 75 feet.



Seminole County Department of Public Works  
 Road Operations and Stormwater Division  
 520 West Lake Mary Blvd., Suite 200  
 Sanford, Florida 32773  
 (407) 665-5710

FILE NAME: <u>TENNYSON1-E.dwg</u>	SCALE: <u>NOT TO SCALE</u>
DATE: <u>FEBRUARY 24 2004</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper.
3. The dimensions shown are based on a nominal section.
4. Basis of bearings: The South right-of-way line of Red Bug Lake Road as being: N90°00'00"E, assumed.

BY:   
 Michael F. Garcia, P.S.M., Fla. Cert #5904

*Exhibit "A" - Extended Possession Agreement*