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**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
 Kathleen Myer, Principal Engineer/Major Projects *[Signature]*

DATE: March 31, 2004

SUBJECT: Purchase Agreement Authorization
 Parcel No 147 (Parent Tract)
 Lake Drive Road Improvement Project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for the parent tract of Parcel No. 147 and an agreement for extended possession. The parcel is required for the Lake Drive road improvement project. The purchase price is \$220,000.00, with no fees, costs or expenses incurred.

I THE PROPERTY

A. Location Data

The property is located on the northeast corner of Azalea Avenue and Lake Drive in Seminole County, Florida.

- Location Map (Exhibit A)
- Sketch Map (Exhibit B)
- Purchase Agreement (Exhibit C)
- Agreement for Extended Possession (Exhibit D)

B. Address

1801 Lake Drive
 Casselberry, FL 32707

C. Description

The parent tract is 54,614 square feet. The property is improved with a single family residence and a guest cottage occupied by the owner's son.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 and First Supplemental and First Amended Resolution No. 2003-R-133 on August 26, 2003, authorizing the acquisition of the referenced properties, and finding that the construction of the Lake Drive road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

III ACQUISITION

The area of Parcel No. 147 is 33,977 square feet, leaving a remainder of 20,637 square feet. However, the acquisition area carves out the center of the property destroying the house and most related improvements. Due to the destruction of the house and the size of the remainder, the owner preferred for the County to acquire the entire parcel.

IV APPRAISED VALUES

The County's appraised value amount is \$187,500.00, with \$145,300.00 of that amount as compensation for the land and improvements. The remaining \$42,200.00 is compensation for damages to the remainder property. The value of the entire parent tract is set forth in the appraisal as \$199,000.00. The County's appraisal was prepared by Clayton, Roper & Marshall, P.A., and was approved by the County's MAI designated staff appraiser.

V BINDING OFFERS/NEGOTIATIONS

The County has not yet extended a binding written offer to this property owner. The County's acquisition agents negotiated this proposed settlement offer. The Owner has requested an agreement for extended possession (copy attached as Exhibit D). The term shall be until October 31, 2004

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

County Staff recommends acceptance of this purchase agreement. Based on the amount of damages, it is cost effective for the County to purchase the entire property for \$220,000.00, which is only \$21,000.00 over the County's appraised value amount for the entire property. This settlement will allow the property owner to relocate to a comparable location. In addition, the County will

be able to sell the remainder property for development after the project is completed.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$220,000.00, with no attorney's fees, expert costs or expenses incurred.

LV/sb

Attachments:

Location Map (Exhibit A)

Sketch Map (Exhibit B)

Purchase Agreement (Exhibit C)

Agreement for Extended Possession (Exhibit D)

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AGENDA ITEM LAKE DRIVE 147.DOC

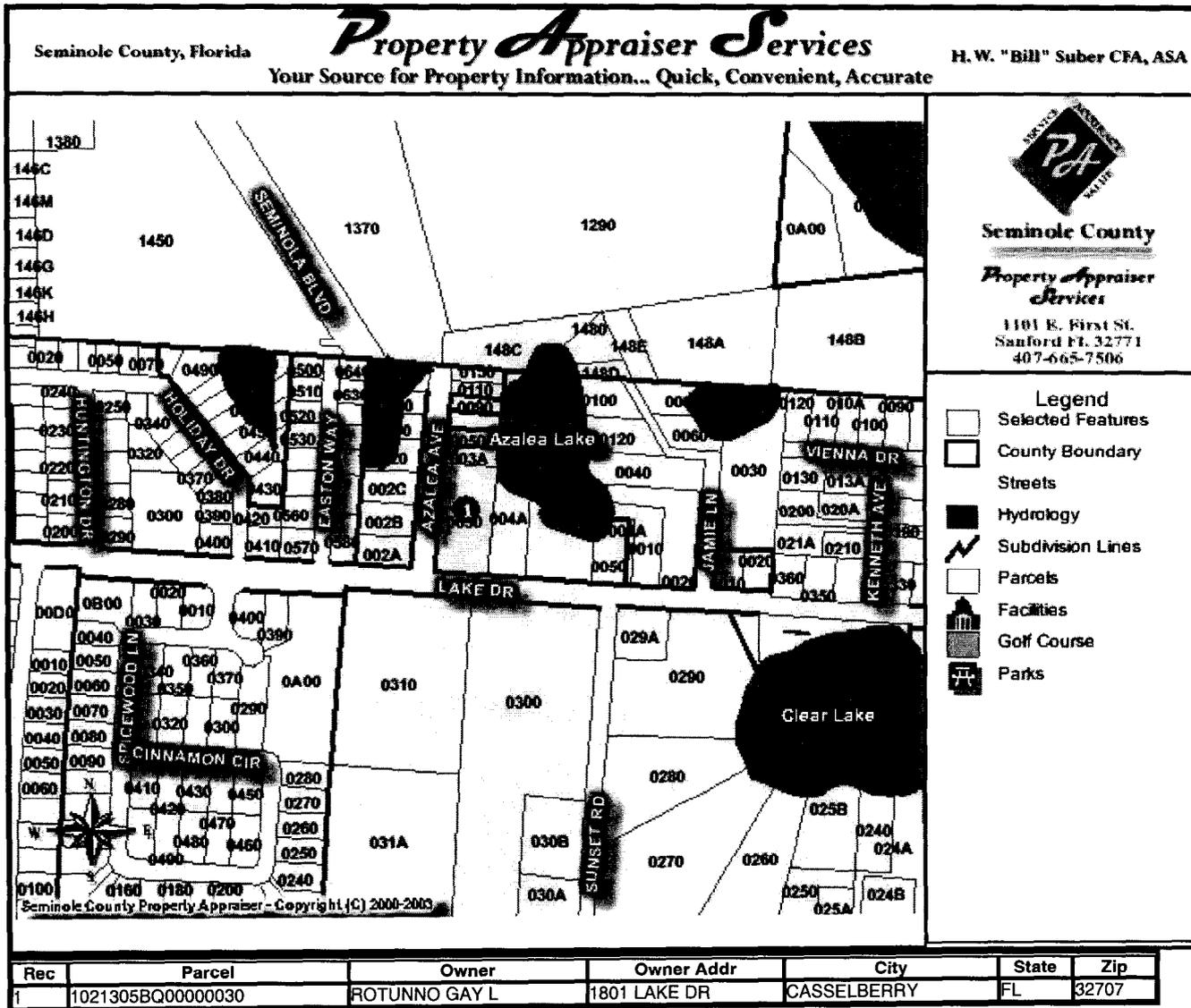
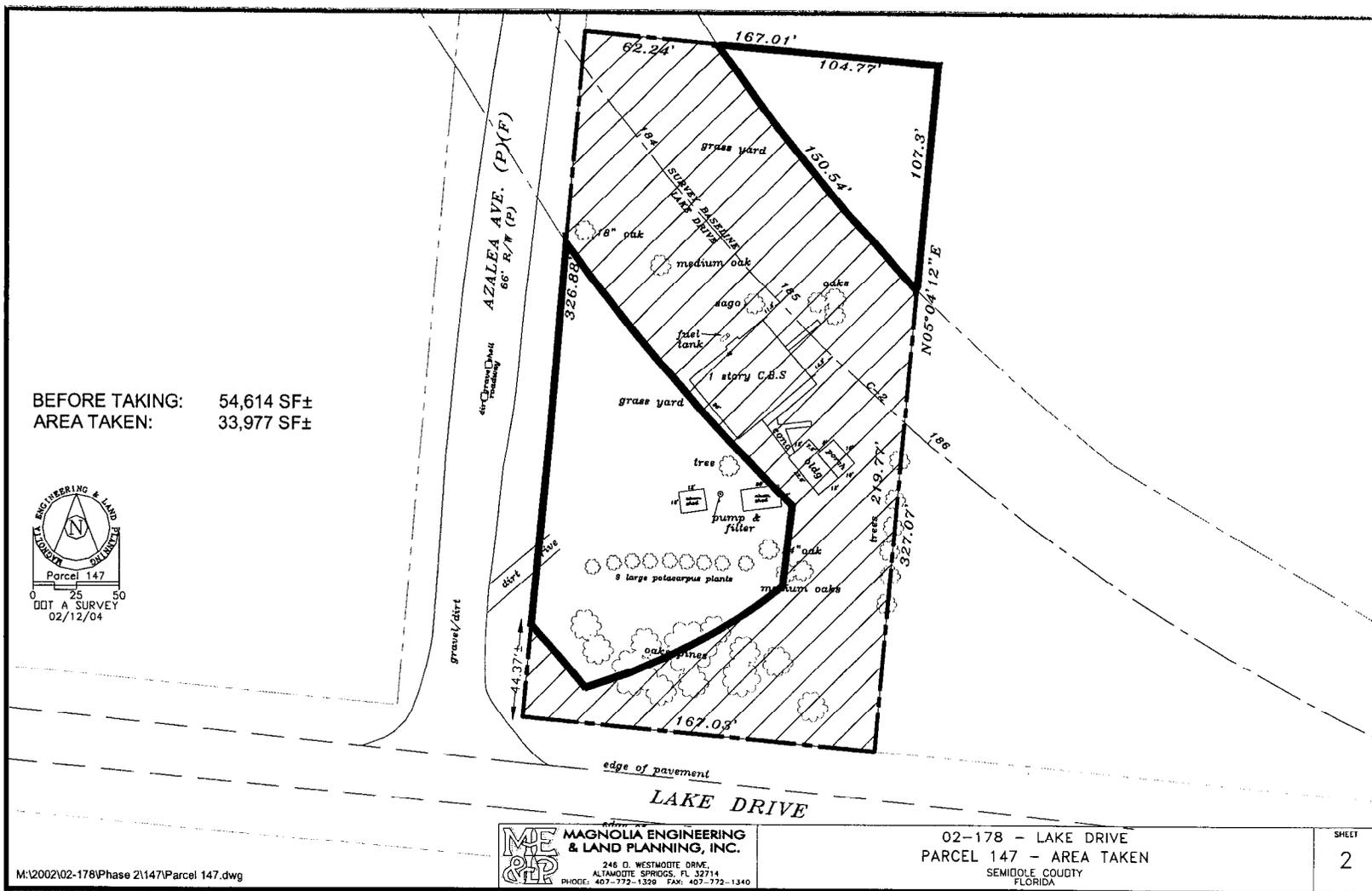


EXHIBIT A

SKETCH(S): PROPERTY SKETCH - TAKING

EXHIBIT B



**PURCHASE AGREEMENT
FEE SIMPLE**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between GAY LYNNE ROTUNNO, whose address is 1801 Lake Drive, 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, the COUNTY requires the hereinafter described property for a road project in Seminole County;

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

I. LEGAL DESCRIPTION

See, attached Exhibit A

Parcel I. D. Number: 10-21-30-5BQ-0000-0030

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the 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 herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the 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; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. 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, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full

settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Lake Drive road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(j) The OWNER shall indemnify and save the 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 with this Agreement or in any act or omission in any manner related to said Agreement.

(k) 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.

(l) The OWNER states that the 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 the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

IV. EXTENDED POSSESSION.

(a) COUNTY has agreed to extend possession of the property to OWNER until October 31, 2004, in accordance with the terms and conditions of the Agreement for Extended Possession entered into simultaneously herewith.

V. RETAINED PROPERTY

(a) Owner will retain two (2) aluminum storage sheds.

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

WITNESSES:

Ivy Lynn
SIGNATURE
Ivy Lynn
PRINT NAME

Mallory Trekas
SIGNATURE

Mallory Trekas
PRINT NAME

PROPERTY OWNER:

Gay Lynne Rotunno
Gay Lynne Rotunno

ADDRESS: 1801 Lake Drive
Casselberry, Florida 32707

ATTEST:

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

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

By: _____, 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 _____,
20__, regular meeting.

[Signature]
County Attorney

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filename and path

Exhibit 'A'

Legal Description

All of the eastern half of Lot 3, except the northern 300 feet of said eastern half of said Lot 3, as shown on the map of Watts Farms, which is recorded on Page 80, Map Book 6, of the Public Records of Seminole County, Florida, subject to a 33 foot right of way for use as a county road, said right of way being on the western side of said property above conveyed, and as location of said property is affected by the Plat of Button's Subdivision, as recorded in Plat book 8, Page 44, of the Public Records of Seminole County, Florida, and by the Amended Plat of Button's Subdivision as recorded in Plat Book 9, Page 25, of the Public Records of Seminole County, Florida.

AGREEMENT FOR EXTENDED POSSESSION

THIS AGREEMENT FOR EXTENDED POSSESSION (this "Agreement"), made and entered into as of the Effective Date (as hereinafter defined) by and between **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"), and **GAY LYNNE ROTUNNO** ("ROTUNNO") whose address 1801 Lake Drive, Casselberry, Florida 32707.

WITNESSETH:

1. **PREMISES.** COUNTY hereby grants to ROTUNNO the right of extended possession to the following described real property located in Seminole County, Florida, as more particularly described in *Exhibit "A"* attached hereto and incorporated herein, together with the single-family residence and appurtenant improvements constructed thereon, subject to matters of record, all of the foregoing being hereinafter collectively referred to herein as the "PREMISES".

2. **TERM.** The Term of this Agreement shall be until October 31, 2004, ("Term") unless earlier terminated in accordance with the terms and conditions set forth herein. Notwithstanding anything to the contrary herein, ROTUNNO shall have the right to terminate this Agreement early by providing the COUNTY with thirty (30) days' written notice of ROTUNNO's election to terminate this Agreement.

3. **TAXES AND ASSESSMENTS.** ROTUNNO shall pay to COUNTY, ad valorem real estate, non-ad valorem taxes and assessments, special assessments and the like levied or assessed against the PREMISES, if any, arising out of ROTUNNO'S occupancy or use of the PREMISES. ROTUNNO shall also pay all personal property taxes on all personal property on the PREMISES and any and all intangible personal property taxes assessed on ROTUNNO'S interest. ROTUNNO shall indemnify and hold harmless COUNTY from and against any taxes or assessments relating to the ROTUNNO'S use and or occupancy of the PREMISES.

4. **INSURANCE AND INDEMNITY.**

a. **Indemnity.** ROTUNNO will protect, indemnify, save harmless and defend COUNTY from and against all liabilities (statutory or otherwise), obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys fees and expenses) imposed upon or incurred by or asserted against COUNTY by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the PREMISES or adjoining properties or any other matter or thing arising out of the use or occupation of the PREMISES (unless caused by the active gross negligence or willful misconduct of COUNTY or COUNTY'S agents) and (b) any failure on the part of the ROTUNNO to perform or comply with any of ROTUNNO'S obligations hereunder.

b. Insurance. ROTUNNO shall secure its own policies of liability, property damage, flood, and crime and possession interruption insurance. ROTUNNO agrees that existing locks and latches are safe and acceptable. ROTUNNO shall not keep anything on the PREMISES or do anything in or about the PREMISES which will constitute a hazard or in any way tend to increase the casualty insurance rates on the PREMISES.

5. USE. ROTUNNO shall use the PREMISES for a single-family residence and for no other use without first obtaining COUNTY'S prior written consent, which consent may be arbitrarily withheld. At all times ROTUNNO'S use of the PREMISES shall comply with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and fire insurance rating organizations or similar bodies. No use deemed hazardous by COUNTY or COUNTY'S insurer shall be allowed on the PREMISES.

7. CONDITION OF PREMISES; RELEASE OF COUNTY.

a. To the extent permitted by law, ROTUNNO expressly acknowledges and agrees that, prior to the Effective Date of this Agreement, ROTUNNO has been in possession of the PREMISES, the PREMISES are accepted by ROTUNNO in "AS IS" condition, and that neither COUNTY, nor any officer, director, member, employee, agent, representative, or other person or entity whatsoever, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the PREMISES or about or concerning the physical condition of the PREMISES, the suitability of the PREMISES for any use or purpose, or any similar matter. ROTUNNO further acknowledges and agrees that ROTUNNO has occupied the PREMISES prior to the Effective Date and has had full access and opportunity to inspect the PREMISES to the extent ROTUNNO deemed desirable. ROTUNNO covenants and agrees that the acceptance by ROTUNNO of the PREMISES in "AS IS" condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by COUNTY, and that ROTUNNO'S agreements in such regard were and are a material inducement for COUNTY to enter into and perform this Agreement. ROTUNNO hereby covenants and agrees that ROTUNNO does and shall assume any and all risks concerning the PREMISES, and the physical condition and characteristics thereof, and any defects or problems concerning the PREMISES, whether patent or latent, known or unknown.

b. To the extent permitted by law, ROTUNNO hereby assumes the entire risk of any damage to any person or property which may now or hereafter be placed in or about the PREMISES during the Term, whether or not such property is there with the consent of the COUNTY. ROTUNNO hereby waives any and all claims against COUNTY arising out of or in any way connected with any loss or liability or damage suffered by ROTUNNO, its guests or occupants as a result of any such damage or as the result of the malfunction, interruption, breakage, leakage or bursting of any utility, including water, sewer and drain pipes or other improvements on the PREMISES. ROTUNNO agrees that COUNTY will have no liability to ROTUNNO, its occupants, guests or invitees for any damage or loss to persons or property caused by any persons, including theft, burglary, assault, vandalism or other crimes and ROTUNNO hereby assumes the risk of any such criminal activity by third persons. COUNTY shall not be

responsible for any failure of security. COUNTY will have no liability to ROTUNNO or its occupants, guests or invitees for personal injury or property damage from fire, flood or water leakage, or from roof, floor, wall or window leakage, rain, hail, smoke, lightning, wind, explosion, interruption of utilities or other acts or omissions. ROTUNNO assumes all risk of loss to persons and property occasioned by the use and occupancy of the PREMISES. Moreover, ROTUNNO shall hold COUNTY harmless from any of the aforementioned loss or damage and ROTUNNO shall and does hereby release and discharge COUNTY from and of any and all rights, claims, actions, or causes of action, of any nature whatsoever, including, but not limited to any and all rights, claims, actions or causes of action which ROTUNNO has or may ever have, now or in the future, whether known or unknown, fixed or contingent, for damages, indemnity, contribution, or any other remedy whatsoever, which arises from or pertains to the PREMISES or the physical condition or suitability for use of either of them. Such release shall and does further specifically include, without limitation, any right, claim, action or cause of action of any kind as against COUNTY based upon any contamination of or presence in, on or under the PREMISES of any hazardous, toxic, or noxious matter, material or substance of any kind or nature whatsoever, unless such contamination is caused by the active gross negligence or willful misconduct of COUNTY or COUNTY'S agents.

8. UTILITIES. ROTUNNO agrees to promptly pay, before delinquency, all charges for water, gas, electricity and all other utilities services used by ROTUNNO on the PREMISES when due. ROTUNNO shall allow no lien to attach for such unpaid services.

9. ROTUNNO'S MAINTENANCE AND ALTERATIONS.

a. Maintenance. ROTUNNO, at its cost, shall maintain in good condition and repair and replace all structural and non-structural portions of the buildings, improvements fixtures, equipment and personal property on the PREMISES (except such improvements or property of the COUNTY which may from time to time be installed on the PREMISES by COUNTY after the Effective Date). ROTUNNO shall keep the PREMISES in good, clean, sanitary, safe and in tenable condition, in compliance with all applicable laws, codes and ordinances. ROTUNNO shall permit no waste to be committed on the PREMISES and shall not damage or interfere with any property or improvements of COUNTY installed on the PREMISES. ROTUNNO shall allow no accumulation of trash or debris on the PREMISES and shall store all trash, garbage or debris within the PREMISES in proper receptacles and arrange for the regular pick-up and disposal of such trash, garbage and debris at ROTUNNO'S expense. Nothing contained in this Agreement shall be deemed to make COUNTY responsible or liable for maintenance or repairs of any buildings, improvements, fixtures, equipment or personal property on the PREMISES except such improvements or property which are installed on the PREMISES and in the exclusive control of COUNTY.

b. Alterations. ROTUNNO shall make no additions on the PREMISES and no structural alterations, improvements or additions to the building or other improvements on the PREMISES unless prior to the commencement thereof COUNTY has given its written approval with respect thereto, which approval may be withheld in COUNTY'S sole and absolute discretion. Any such alteration, improvement or addition which may be approved shall be performed in full compliance with all applicable governmental laws, orders, codes, rules and regulations and shall be performed by ROTUNNO and its licensed contractors in a good and workmanlike manner. ROTUNNO shall not

have any right to cause, and shall not cause or allow, any lien or other encumbrance to attach to the fee simple interest of COUNTY in the PREMISES arising out of any work performed by or on behalf of ROTUNNO.

10. COUNTY'S ACCESS TO PREMISES. COUNTY shall have the right to enter upon the Premises at all reasonable hours for any purpose, including without limitation, inspecting same or for making improvements or repairs thereto or thereon. If COUNTY deems any repairs required to be made by ROTUNNO necessary, it may demand that ROTUNNO make them forthwith, and if ROTUNNO refuses or neglects to commence and complete such repairs with reasonable dispatch after written notice by COUNTY, COUNTY may make or cause such repairs to be made and shall not be responsible to ROTUNNO for any loss or damage that may occur to ROTUNNO'S property or occupancy by reason thereof, and if COUNTY makes or causes such repairs to be made, ROTUNNO agrees that it shall forthwith, on demand, pay to the COUNTY the cost thereof with interest at a maximum rate permitted by law from time to time.

11. ASSIGNMENT/SUBLETTING. ROTUNNO shall not assign this Agreement or in any manner attempt to transfer this Agreement or any estate or interest therein, nor sublet all or any portion of the PREMISES, nor allow anyone into possession of the PREMISES without the prior written consent of COUNTY. In the event that ROTUNNO is a corporation, ROTUNNO represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement or members of his or their immediate family. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of ROTUNNO without the prior written consent of COUNTY, then in addition to any and all other remedies herein provided, COUNTY shall have the option to terminate this Agreement upon at least thirty (30) days' notice to ROTUNNO. Consent by COUNTY to one or more assignments of this Agreement or to one or more sublettings of the PREMISES shall not operate to waive COUNTY'S right to approve any future assignment or subletting of the PREMISES.

12. SURRENDER OF THE PREMISES. Upon expiration or earlier termination of this Agreement, ROTUNNO shall surrender to COUNTY the PREMISES, including all of ROTUNNO'S improvements and alterations, in good condition (ordinary wear and tear and damage due to insured casualty excepted), except for appliances, fixtures and other personal property of ROTUNNO that ROTUNNO has the right to remove. ROTUNNO shall remove all its personal property within the above stated time. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed that COUNTY'S closing agent will hold the sum of Five Thousand and 00/100 Dollars (\$5,000.00) in escrow from purchase price proceeds relating to COUNTY'S prior purchase of the PREMISES from ROTUNNO to secure ROTUNNO'S obligations to timely surrender possession of the PREMISES in accordance with the terms and conditions of this Agreement. If ROTUNNO shall fail to timely surrender the PREMISES upon expiration or earlier termination of this Agreement, COUNTY shall have the right, without further notice or demand and without waiving any other rights or remedies available under this Agreement, at law or in equity, to apply said funds against any amounts due or coming due under this Agreement and to pay any costs and expenses incurred by COUNTY to recover possession of the PREMISES, for the recovery of any of amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of ROTUNNO to be kept or performed, whether or not it was necessary

to file suit, including a reasonable attorneys' fee and court costs, if any, at all trial and appellate levels. If ROTUNNO timely vacates the PREMISES in accordance with all terms and conditions of this Agreement, then COUNTY shall deliver said funds to ROTUNNO within ten (10) days after the date ROTUNNO has vacated the PREMISES in accordance with the terms hereof.

13. DEFAULT BY ROTUNNO. The following acts or events shall constitute and be deemed a default by ROTUNNO hereunder:

a. Acts or Events of Default:

(1) If ROTUNNO shall fail to timely pay any charges on the date when such sum is due hereunder; or

(2) If ROTUNNO shall fail to perform any other of the terms, conditions, obligations or covenants of this Agreement to be observed or performed by ROTUNNO within thirty (30) days after written notice of such default shall have been given to ROTUNNO; or

(3) If ROTUNNO or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(4) If ROTUNNO shall abandon the PREMISES or if this Agreement shall be taken under any writ of execution; or

(5) If ROTUNNO shall attempt to assign this Agreement or sublease the PREMISES or any portion thereof without the prior written consent of COUNTY.

b. Right to Re-Enter. In any such event, COUNTY, in addition to other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the PREMISES and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of ROTUNNO.

c. Right to Elect. Should COUNTY elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may then or at any time thereafter terminate this Agreement as provided herein.

d. Legal Expenses. If COUNTY deems it necessary to retain an attorney to recover possession of the PREMISES, for the recovery of any amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of ROTUNNO to be kept or performed, and a breach shall be established, whether or not it was necessary to file suit, ROTUNNO shall pay to COUNTY all expenses incurred therefore including a reasonable attorney's fee and court costs, if any, at all trial and appellate levels.

e. Waiver of Jury Trial and Counterclaim. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this

Agreement, the relationship of COUNTY and ROTUNNO, ROTUNNO'S use or occupancy of the PREMISES, and/or any claim of injury or damage. In the event COUNTY commences any proceedings for possession, ROTUNNO will not interpose any counterclaim of whatever nature or description in any such proceedings. However, the foregoing shall not be construed as a waiver of the ROTUNNO'S right to assert such claims in any separate action or actions brought by the ROTUNNO.

f. Waiver of Rights of Redemption. ROTUNNO hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of ROTUNNO being evicted or dispossessed for any cause, or in the event of COUNTY obtaining possession of the PREMISES, by reason of the violation by ROTUNNO of any of the covenants or conditions of this Agreement, or otherwise.

14. SUBORDINATION, ATTORNMENT. This Agreement is subject to the lien, encumbrance and all terms and conditions of any mortgages, bonds, bond issues, indentures, covenants and agreements (collectively, the "Financing Documents") made and entered into in connection with any financing now or hereafter in effect in connection with COUNTY'S ownership and/or development of the PREMISES or any portion thereof, and to all renewals, extensions, modifications, consolidation and replacements thereof, and to all advances made or hereafter to be made upon any of the Financing Documents. ROTUNNO, at COUNTY'S request, shall execute such further instruments or assurances as COUNTY may reasonably deem necessary to evidence or confirm the subordination of this Agreement to any such Financing Documents. In the event any party shall succeed to the interest of COUNTY as a result of any foreclosure, sale or other proceeding arising out of the Financing Documents, ROTUNNO shall attorn to such successor in interest and recognize said party as the COUNTY under this Agreement.

15. COVENANT AGAINST LIENS. ROTUNNO shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon the fee simple interest of COUNTY in the PREMISES, and no person, contractor, supplier or materialman dealing with ROTUNNO in connection with the construction and installation of a building and other improvements on the PREMISES shall be entitled to a lien upon the COUNTY'S fee, simple interest.

16. QUIET ENJOYMENT. COUNTY covenants and agrees with ROTUNNO that upon ROTUNNO'S observing and performing all the terms, covenants and conditions on ROTUNNO'S part to be observed and performed, ROTUNNO may peaceably and quietly enjoy the PREMISES during the Term hereof.

17. HOLDING OVER. Any holding over after the expiration or termination of this Agreement shall not be deemed to extend the Term of or renew this Agreement.

18. MISCELLANEOUS PROVISIONS.

a. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and any and all actions, suits, or proceedings, between the parties hereto shall only be brought in the county in which the PREMISES are located. In no event shall

ROTUNNO ever commence an action or seek to remove a pending action between the parties hereto in or to any United States Federal District Court, except in the case of a bankruptcy proceeding.

b. Net Agreement. COUNTY shall not have or incur any expense or cost in its ownership of the PREMISES during the Term of this Agreement, all such expenses including, without limitation, taxes, insurance, repairs and maintenance shall be solely the responsibility of ROTUNNO.

c. Binding Effect of Agreement. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

d. Waiver. Any waiver of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by COUNTY to or of any act by ROTUNNO requiring COUNTY'S consent or approval shall not be construed to waive or render unnecessary COUNTY'S consent or approval to or of any subsequent similar act by ROTUNNO.

e. Definitions. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement. Each and every term and provision of this Agreement which requires any performance (whether affirmative or negative) by ROTUNNO shall be deemed to be both a covenant and a condition. The words "reenter" and "reentry" as used herein are not restricted to their technical legal meaning.

f. Integration. No oral statement or prior written matter shall have any force or effect. No waiver of any provision of this instrument shall be effective unless in writing, signed by the waiving party. ROTUNNO agrees that it is not relying on any representations or agreements other than those contained in this Agreement.

g. Invalidity of Certain Provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remainder of this Agreement shall not be affected thereby and each and every remaining provision of this Agreement shall be enforceable to the fullest extent permitted by law.

h. Broker. COUNTY and ROTUNNO covenant, warrant and represent that there was no broker instrumental in consummating this transaction and that no conversations or prior negotiations were had with any broker other than the Broker concerning the possession of the Premises.

i. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, all prior oral or written offers, representations, and agreements having been merged herein. Neither this Agreement nor any provision hereof may be

changed, modified, waived, discharged or terminated except by an instrument dated subsequent to the date hereof duly executed by the parties hereto.

j. Radon gas notification. 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 public health unit.

k. Effective Date. When used herein, the term "Effective Date: or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either COUNTY or ROTUNNO execute this Agreement.

19. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopy device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

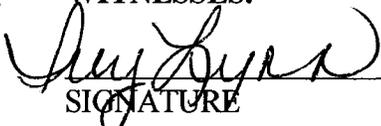
COUNTY: Seminole County
1101 East First Street
Sanford, FL 32771
Attn: Lynn Vous
Telephone: (407) 665.5731
Telecopy: (407) 665.5749

ROTUNNO: Gay Lynne Rotunno
1801 Lake Drive
Casselberry, Florida 32707
Telephone: (407) 695-3961

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth herein below.

WITNESSES:


SIGNATURE


GAY LYNNE ROTUNNO

Ivy Lynn
PRINT NAME


SIGNATURE

Mallory Trekas
PRINT NAME

Address: 1801 Lake Drive
Casselberry, FL 32707

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.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting.

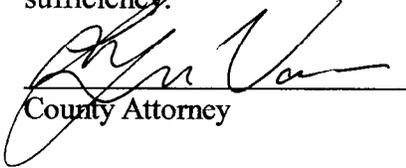

County Attorney

Exhibit 'A'

Legal Description

All of the eastern half of Lot 3, except the northern 300 feet of said eastern half of said Lot 3, as shown on the map of Watts Farms, which is recorded on Page 80, Map Book 6, of the Public Records of Seminole County, Florida, subject to a 33 foot right of way for use as a county road, said right of way being on the western side of said property above conveyed, and as location of said property is affected by the Plat of Button's Subdivision, as recorded in Plat book 8, Page 44, of the Public Records of Seminole County, Florida, and by the Amended Plat of Button's Subdivision as recorded in Plat Book 9, Page 25, of the Public Records of Seminole County, Florida.