



2002-29

COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

TO: Board of County Commissioners

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

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

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

DATE: August 22, 2003

RE: Purchase Agreement Acquisition Authorization  
 Lake Drive  
 Parent Tract - Parcel No. 150  
 Owners: Allen C. and Patricia Jones

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. 150 on the Lake Drive road improvement project in the amount of \$150,000.00 with no fees or costs incurred.

**I THE PROPERTY**

**A. Location Data**

The parent tract lies on the west side of Azalea Avenue, approximately 362 feet north of Lake Drive, in unincorporated Seminole County. The parent tract is improved with a single family residence.

- (1) Location Map (Exhibit A);
- (2) Sketch (Exhibit B); and,
- (3) Purchase Agreement (Exhibit C)
- (4) Agreement for Extended Possession (Exhibit D).

**B. Address**

1438 Azalea Avenue  
Casselberry, FL 32707

**II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 for the Lake Drive road improvement project, authorizing the acquisition of the above referenced property, 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/REMAINDER**

Parcel No. 150 is a fee simple acquisition of 2,021 square feet. The parent tract contains 14,240 square feet and is improved with a single family residence.

### **IV APPRAISED VALUES**

The County's appraised value for the fee simple acquisition of the partial take is \$37,725.00. The appraised value of the entire parent tract prior to the proposed acquisition is \$125,000.00.

### **V BINDING OFFERS/NEGOTIATIONS**

The County has not yet extended binding written offers to the property owners on the Lake Drive road improvement project. The owners of this property have been negotiating with the County's acquisition agents without having received a written offer.

### **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

County staff is pursuing parent tract acquisitions of the properties on Azalea Avenue, if they can be acquired at a reasonable price, in order to accommodate the construction of Phase I of the Lake Drive road improvement project. Although the Azalea Avenue properties are not part of Phase I, if they can be acquired then the Phase I construction can be extended to link up to the existing Lake Drive. (Phase I currently ends before reaching the existing Lake Drive, cutting off at the boundary of the former dog track property.)

The construction plans in the vicinity of this parcel are currently in redesign, which will most likely result in a larger acquisition from this property being necessary, with a greater impact on the single family residence, than is currently reflected in the County's appraisal. In addition, if this parcel proceeds to litigation, the County will require a temporary construction easement to reconnect the property with the improved roadway in the after condition, which is currently not included in the construction plans or in the current appraisal. Part of the septic system servicing the property is located in the acquisition area, and will have to be reinstalled in a new location after the acquisition, allowing the possibility of an additional large damage claim.

The proposed settlement amount is cost effective as a whole take since it is only \$25,000.00 over the County's appraised value of \$125,000.00 for the entire parent tract. Acquiring the whole property will save the County the cost of redesign of the construction plans to this parcel, as well as the costs of reappraising the property and all future litigation costs. The acquisition will also assist the County with the completion of Phase I of the Lake Drive project on an accelerated schedule.

The property owners have not yet retained an attorney, or incurred any expert costs. County staff has agreed, subject to Board approval, to allow the property owners to have extended possession of the residence for an additional six months after closing, to allow them to find another place to live. Once construction is complete on Lake Drive, the County can sell the remainder property, with the single-family residence, and recover some value.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize purchase of the entire parcel and settlement in the amount of \$150,000.00, with no fees or costs incurred.

LV/la

Attachments:

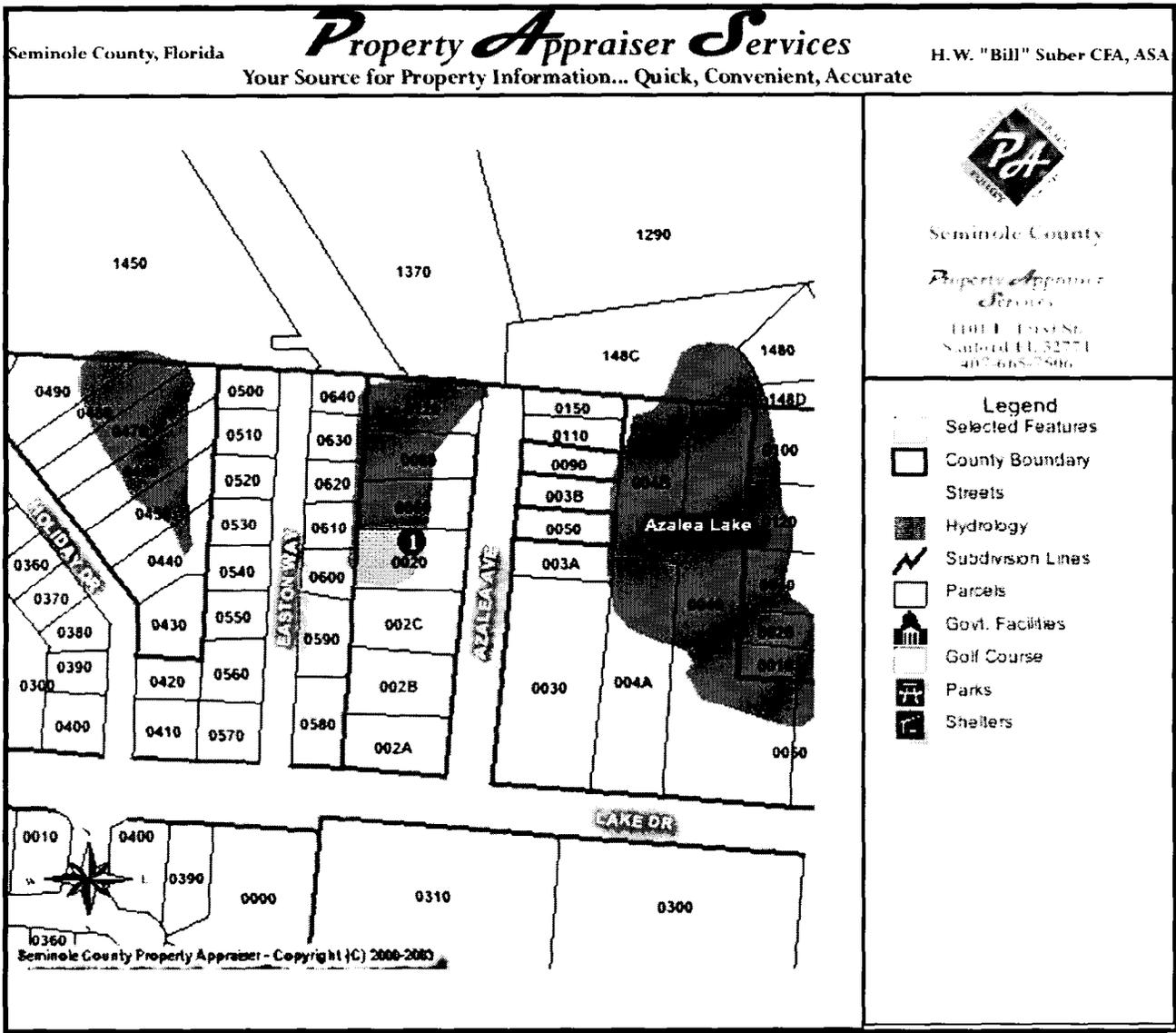
Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

Agreement for Extended Possession (Exhibit D)

P:\USERS\CALV01\SETTLEMENT MEMO\LAKE DRIVE\150 JONES LAKE SETMEM.DOC



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1021305BR0A000020	JONES ALLEN C & PATRICIA L G	1438 AZALEA AVE	CASSELBERRY	FL	32707

**EXHIBIT A**

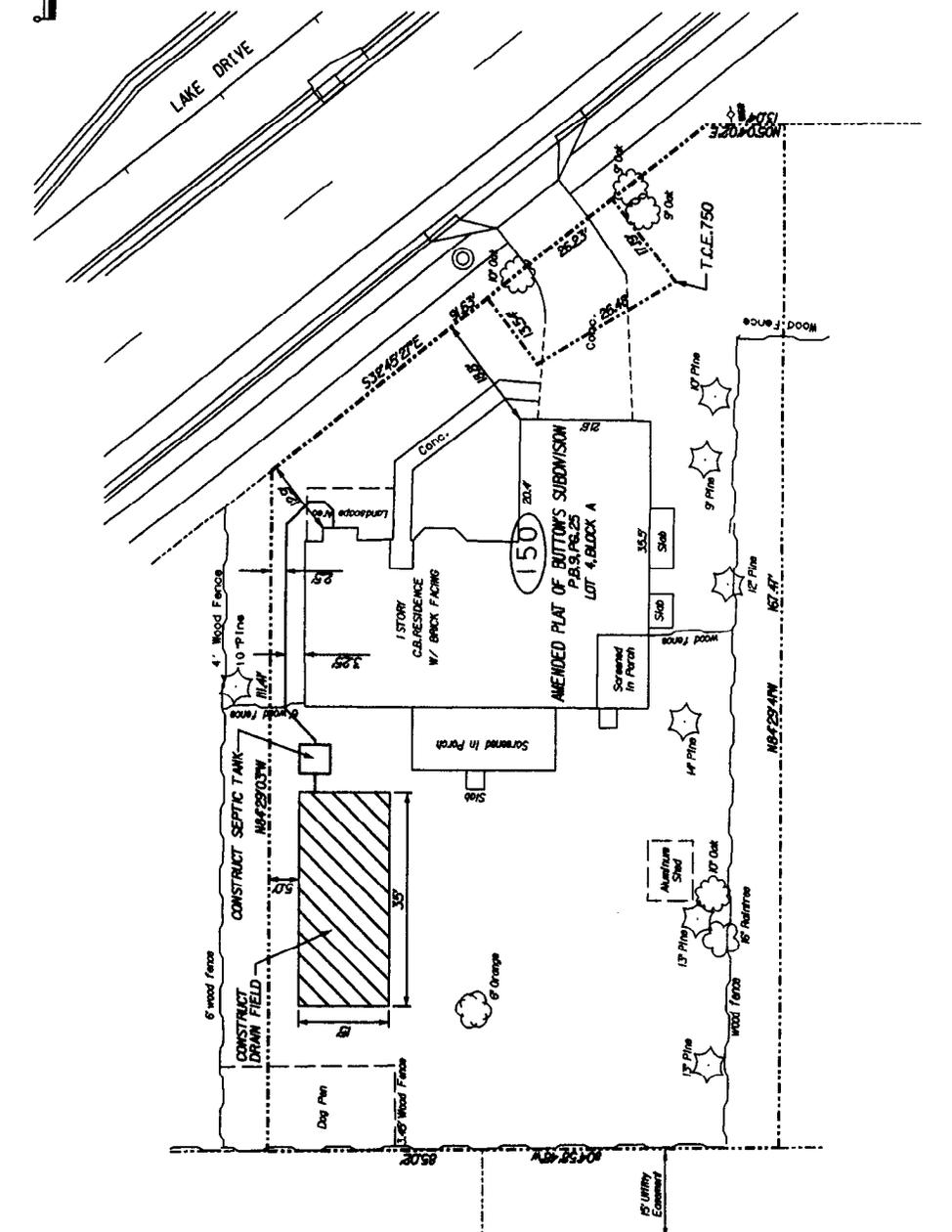
DESIGNER: D.K.P.	APPROVER: B.E.W.
PROJECT: 02044	DATE: MAY, 2002
SCALE: AS SHOWN	
PROJECT: 02044	

FLORIDA  
SEMINOLE COUNTY  
LAKE DRIVE  
FOR  
SEMINOLE COUNTY

PARCEL 150  
T.C.E. 750  
AFTER TAKING-  
CURED

**LOCHRANE**  
ENGINEERS • SURVEYORS  
REGISTERED PROFESSIONAL ENGINEERS  
STATE OF FLORIDA LICENSE NO. 12200  
10000 W. UNIVERSITY BLVD., SUITE 100  
DADE COUNTY, FLORIDA 33150

NO.	REVISION	DATE



GENERAL INFORMATION	
ZONING	STANDARD PROVIDED
ZONED	R-1 (SINGLE FAMILY)
APPLICABLE	R-1 (SINGLE FAMILY)
TOTAL PARENT TRACT: 14,500 S.F.	
AREA OF IMPROVEMENT: 12,500 S.F.	
AREA OF T.C.E.: 403 S.F.	
ZONING REQUIREMENTS	
SIDE SETBACK 10 FEET	

**EXHIBIT B**

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between ALLEN CLYDE JONES and PATRICIA L. GIBSON JONES, whose address is 1438 Azalea Avenue, Casselberry, FL 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: 10-21-30-5BR-0A00-0020**

**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 One Hundred, Fifty Thousand DOLLARS (\$150,000). 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.

**EXHIBIT C**

(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) OWNER represents and warrants that the properties are not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or dumpsite. OWNER further represents and warrants that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(f) OWNER represents and warrants that the properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(g) COUNTY shall have the right, prior to each closing, to come upon the Parcel(s) at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If COUNTY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous

waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. COUNTY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(h) OWNER shall indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including 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 use of the properties by OWNER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the properties by OWNER or any prior owner or operator as a garbage dump or landfill. In addition, 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.

(i) 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.

(j) 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.

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

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

(m) 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.

(n) 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 Dr. 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.

(o) 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 March 1, 2004, in accordance with the terms and conditions of the Agreement for Extended Possession entered into simultaneously herewith.

**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

Deborah D. Koster  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
Allen Clyde Jones

Amanda Woodheim  
\_\_\_\_\_  
SIGNATURE

Amanda Woodheim  
\_\_\_\_\_  
PRINT NAME

ADDRESS: 1438 Azalea Avenue  
Casselberry, FL 32707

  
\_\_\_\_\_  
SIGNATURE

Deborah D. Koster  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
Patricia L. Gibson Jones

Joelle V. Walen  
\_\_\_\_\_  
SIGNATURE

Joelle V. WALEN  
\_\_\_\_\_  
PRINT NAME

ADDRESS: 1438 Azalea Avenue  
Casselberry, FL 32707

JOELLE

ATTEST:

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

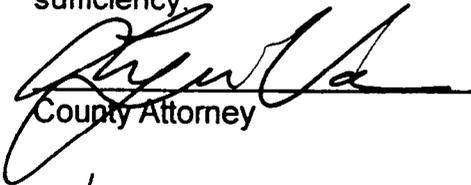
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

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 \_\_\_\_\_,  
2003, regular meeting.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

filename and path

Lake Dr.  
Parcel 150

**EXHIBIT A**

Lot 4 and the North 35 feet of Lot 2, Block A, Amended Plat of Button's Subdivision, according to the plat thereof as recorded in Plat Book 9, page 25, 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 **ALLEN CLYDE JONES** and **PATRICIA L. GIBSON** ("JONES"), whose address 1438 Azalea Avenue, Casselberry, Florida 32707.

### **WITNESSETH:**

1. **PREMISES.** COUNTY hereby grants to Jones 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 March 1, 2004, ("Term") unless earlier terminated in accordance with the terms and conditions set forth herein. Notwithstanding anything to the contrary herein, JONES shall have the right to terminate this Agreement early by providing the COUNTY with thirty (30) days' written notice of JONES's election to terminate this Agreement.

3. **TAXES AND ASSESSMENTS.** JONES 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 JONES'S occupancy or use of the PREMISES. JONES shall also pay all personal property taxes on all personal property on the PREMISES and any and all intangible personal property taxes assessed on JONES'S interest. JONES shall indemnify and hold harmless COUNTY from and against any taxes or assessments relating to the JONES'S use and or occupancy of the PREMISES.

4. **INSURANCE AND INDEMNITY.**

a. **Indemnity.** JONES 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 JONES to perform or comply with any of JONES'S obligations hereunder.

b. Insurance. JONES shall secure its own policies of liability, property damage, flood, crime and possession interruption insurance. JONES agrees that existing locks and latches are safe and acceptable. JONES 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. JONES 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 JONES'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, JONES expressly acknowledges and agrees that, prior to the Effective Date of this Agreement, JONES has been in possession of the PREMISES, the PREMISES are accepted by JONES 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. JONES further acknowledges and agrees that JONES has occupied the PREMISES prior to the Effective Date and has had full access and opportunity to inspect the PREMISES to the extent JONES deemed desirable. JONES covenants and agrees that the acceptance by JONES 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 JONES'S agreements in such regard were and are a material inducement for COUNTY to enter into and perform this Agreement. JONES hereby covenants and agrees that JONES 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, JONES 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. JONES 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 JONES, 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. JONES agrees that COUNTY will have no liability to JONES, 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 JONES 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 JONES 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. JONES assumes all risk of loss to persons and property occasioned by the use and occupancy of the PREMISES. Moreover, JONES shall hold COUNTY harmless from any of the aforementioned loss or damage and JONES 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 JONES 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. JONES agrees to promptly pay, before delinquency, all charges for water, gas, electricity and all other utilities services used by the JONES on the PREMISES when due. JONES shall allow no lien to attach for such unpaid services.

9. JONES'S MAINTENANCE AND ALTERATIONS.

a. Maintenance. JONES, 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). JONES shall keep the PREMISES in good, clean, sanitary, safe and in tenable condition, in compliance with all applicable laws, codes and ordinances. JONES 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. JONES 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 JONES'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. JONES 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 JONES and its licensed contractors in a good and workmanlike manner. JONES 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 JONES.

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 JONES necessary, it may demand that JONES make them forthwith, and if JONES 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 JONES for any loss or damage that may occur to JONES'S property or occupancy by reason thereof, and if COUNTY makes or causes such repairs to be made, JONES 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. JONES 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 JONES is a corporation, JONES 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 JONES 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 JONES. 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, JONES shall surrender to COUNTY the PREMISES, including all of JONES'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 JONES that JONES has the right to remove. JONES 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 is holding the sum of Five Thousand and 00/100 Dollars (\$5,000.00) from purchase price proceeds relating to COUNTY'S prior purchase of the PREMISES from JONES

to secure JONES'S obligations to timely surrender possession of the PREMISES in accordance with the terms and conditions of this Agreement. If JONES 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 JONES 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 JONES timely vacates the PREMISES in accordance with all terms and conditions of this Agreement, then COUNTY shall deliver said funds to JONES within ten (10) days after the date JONES has vacated the PREMISES in accordance with the terms hereof.

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

a. Acts or Events of Default:

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

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

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

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

(5) If JONES 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 JONES.

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 JONES to be kept or performed, and a breach shall be established, whether or not it was necessary to file suit, JONES shall pay to COUNTY all expenses incurred therefor 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 JONES, JONES'S use or occupancy of the PREMISES, and/or any claim of injury or damage. In the event COUNTY commences any proceedings for possession, JONES 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 JONES'S right to assert such claims in any separate action or actions brought by the JONES.

f. Waiver of Rights of Redemption. JONES hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of JONES being evicted or dispossessed for any cause, or in the event of COUNTY obtaining possession of the PREMISES, by reason of the violation by JONES 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. JONES, 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, JONES shall attorn to such successor in interest and recognize said party as the COUNTY under this Agreement.

15. COVENANT AGAINST LIENS. JONES 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 JONES 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 JONES that upon JONES'S observing and performing all the terms, covenants and conditions on JONES'S part to be observed and performed, JONES 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 JONES 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 JONES.

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 JONES 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 JONES.

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 JONES 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. JONES 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 JONES 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 JONES 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 telecopier 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 Vouis  
Telephone: (407) 665.5731  
Telecopy: (407) 665.5749

JONES:

Allen Clyde Jones  
Patricia L. Gibson Jones  
1438 Azalea Ave.  
Casselberry, FL 32707  
Telephone: (407)696.8311

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.

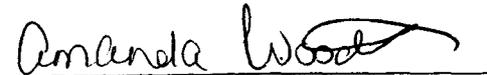
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth hereinbelow.

WITNESSES:

  
SIGNATURE

  
ALLEN CLYDE JONES

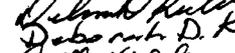
Deborah D. Kuster  
PRINT NAME

  
SIGNATURE

  
PATRICIA L. GIBSON JONES

Amanda Woodham  
PRINT NAME

Address: 1438 Azalea Ave.  
Casselberry, FL 32707

  
  
  
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

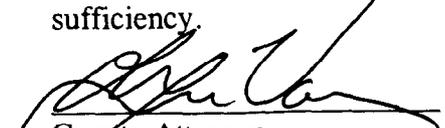
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

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

Lake Dr.  
Parcel 150

**EXHIBIT A**

Lot 4 and the North 35 feet of Lot 2, Block A, Amended Plat of Button's Subdivision, according to the plat thereof as recorded in Plat Book 9, page 25, public records of Seminole County, Florida.