INVITATIONS FOR BID

39. Approve and Award Bid #2001-04/GMG, Sale of County Owned Surplus Property – Office Building and Lot located at 997 East SR 436, Altamonte Springs to Arnold P. Stein, Maitland ($67,464.00).

On May 25, 2004, the Board of County Commissioners declared County owned property (Single Story Block – Seminole County Sheriff's Community Sub-Station (2,710 sq ft building) and Lot (approx 0.18 acres)) located at 997 East SR 436, Altamonte Springs, FL to be surplus and it was offered for bid on May 28, 2004. The minimum acceptable bid amount was set at $78,463.00. Bid #2001-04/GMG was issued and one responsive bid was received in the amount of $125,464.00, submitted by Mr. Arnold P. Stein, who is an adjacent property owner .

On August 10, 2004, the Board approved the sale of this surplus property to Mr. Arnold P. Stein in the amount of $125,464. 00. The County Deed and the agreement for sale were in process, but could not be executed due to structural damages in the property caused by Hurricanes Charley, Frances and Jeanne.

On November 7, 2004, Mr. Stein offered two alternatives to the County: (a) the County repair the buildings to the original condition prior to the storms, or (b) adjust the selling price to reflect the damage and Mr. Stein would accept the property "as-is". Administrative Services/Support services obtained quotes from three construction companies to determine the cost of the repairs. The lowest bid was for $58,000.00. After reviewing the options, Mr. Stein agreed to deduct $58,000.00 from the original selling price of $125,464.00, documents attached.

Administrative Services/Support Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the sale of the surplus property to Mr. Arnold P. Stein in the revised amount of $67,464.00. Further recommend the Board authorize the Chairman to execute the County Deed and the agreement for sale.

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this _____ day of _____, 20___, by **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 the "GRANTOR," and **ARNOLD P. STEIN and NIRA S. STEIN, as Trustees of the Arnold P. Stein Family Trust dated February 26, 2002, and as Trustees of the Arnold P. Stein and Nina S. Stein Family Trust dated February 26, 2002, as tenant in common**, whose address is 1951 Thunderbird Trail, Maitland, Florida 32751, hereinafter referred to as the "GRANTEES".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of Sixty-seven Thousand Four Hundred Sixty-four and No/100 Dollars ($67,464.00) in hand paid by GRANTEES, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEES, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

LOTS 28, 29, AND 30. BLOCK A, ALTAMONTE COMMERCIAL CENTER, PLAT BOOK 4, PAGE 31, SEMINOLE COUNTY, FLORIDA, LESS: BEGINNING AT THE NW CORNER OF LOT 28, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE RUN NORTH 7 FEET; THENCE EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF LONGWOOD ROAD; THENCE SOUTH TO THE NE CORNER OF LOT 30, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE WEST TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

Parcel I.D. No. 18-21-30-510-0A00-0280

Subject to the limitations and rights contained in the Access and Use License Agreement dated August 12, 1999, between George D. Rishell, the Seminole County Sheriff's Office and Seminole County attached hereto and incorporated herein as Exhibit "A".

GRANTOR, in accordance with *Section 270.11(3), Florida Statutes,* hereby releases and waives its reserved undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on or under the above described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above described land with the privilege to mine and develop the same.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

THIS INSTRUMENT PREPARED BY: ANN E. COLBY
ASSISTANT COUNTY ATTORNEY
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
7/22/04 11/19/04
stein deed

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Attachment:
Exhibit "A" - Access and Use License Agreement

CONTRACT FOR SALE AND PURCHASE OF SURPLUS REAL PROPERTY
(BID-2001-04/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, 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 "SELLER", and the **ARNOLD P. STEIN and NIRA S. STEIN, as Trustees of the Arnold P. Stein Family Trust dated February 26, 2002, and as Trustees of the Arnold P. Stein and Nina S. Stein Family Trust dated February 26, 2002, as tenant in common**, whose address is 1951 Thunderbird Trail, Maitland, Florida 32751, hereinafter called the "PURCHASERS".

1. **SALE.** SELLER agrees to sell and PURCHASERS agree to purchase the following described real estate, with its appurtenances, a single story, block, 2,710 sq. ft. building and an approximately .18 acre lot located at 997 E. S.R. 436, Altamonte Springs, in the County of Seminole, State of Florida, more particularly described as follows:

LOTS 28, 29, AND 30. BLOCK A, ALTAMONTE COMMERCIAL CENTER, PLAT BOOK 4, PAGE 31, SEMINOLE COUNTY, FLORIDA, LESS: BEGINNING AT THE NW CORNER OF LOT 28, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE RUN NORTH 7 FEET; THENCE EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF LONGWOOD ROAD; THENCE SOUTH TO THE NE CORNER OF LOT 30, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE WEST TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

Parcel I.D. No. 18-21-30-510-0A00-0280

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is Sixty-seven Thousand Four Hundred Sixty-four and No/100 Dollars ($67,464.00), payable to SELLER in cash or by certified funds at closing.

3. **TITLE INSURANCE.** PURCHASERS may purchase an owner's title insurance policy insuring PURCHASERS to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above described premises or by reason of prior liens not assumed by PURCHASERS under this Agreement.

4. **DEED.** SELLER agrees, on full payment of the purchase price of Sixty-seven Thousand Four Hundred Sixty-four and No/100 Dollars ($67,464.00) to make, execute, and deliver to PURCHASERS a County Deed to the premises.

5. **CLOSING/COSTS.** Closing will take place in the office of the County's Closing Agent within thirty (30) days of full execution of this Agreement. At the closing, SELLER will provide PURCHASERS with the County Deed to the premises, and PURCHASERS shall provide the SELLER with payment of the full purchase price. Following the closing, PURCHASERS shall have the right to exclusive possession of the property. All closing costs shall be paid by the PURCHASERS.

6. **ASSIGNMENT.** This Agreement shall not be assignable.

7. **CONDITION OF PREMISES.** PURCHASERS stipulate that a full inspection of the premises has been made and that SELLER shall not be held liable in any way respecting the condition of the premises. PURCHASERS accept the premises "as is".

8. **PROPERTY SUBJECT TO LICENSE.** PURCHASERS acknowledge and agrees that the premises is subject to the provisions of the Access and Use License Agreement, attached hereto as Exhibit "A," and further agrees that Licensee, George D. Rishell, shall be permitted use of said premises pursuant to the terms of this Access and Use License

Agreement for twenty-four (24) months from the PURCHASERS' date of closing on the premises.

PURCHASERS also agree to hold the COUNTY harmless and indemnify the COUNTY, its commissioners, officers, employees, and agents from any claims, damages, or lawsuits for damages arising from or related to said Access and Use License Agreement after the date the PURCHASERS close on the premises. The SELLER shall be solely responsible for any alleged violations of the Access and Use Agreement occurring prior to the date the PURCHASER closes on the premises.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

_____ By: _____
Witness ARNOLD P. STEIN
Print Names: _____
Date: _____

_____
Witness
Print Name _____

_____ By: _____
Witness NIRA S. STEIN
Print Names: _____
Date: _____

_____
Witness
Print Name _____

STATE OF FLORIDA]
]
COUNTY OF]

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by ARNOLD P. STEIN and NIRA S. STEIN, who are personally known to me or have produced _____ as identification.

_____
Notary Public in and for the
County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, 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 their _____, 20_____
regular meeting.

_____
County Attorney
AC/lpk
7/22/04 11/19/04 12/6/04
bid 2001-stein purchase of property

Attachment:
Exhibit "A" - Access and Use License Agreement

Swann & Hadley, P.A.

Attorneys and Counselors at Law

Pervie P. Swann (1895-1984)

L. Pharr Abner
Sharon B. Abner
Karen M. Brown
Stuart P. Buchanan
Bradley J. Davis
Ralph V. Hadley, III
Loan B. Kennedy
Richard A Leigh
Richard R. Swann

1031 W. Morse Boulevard
Suite 350
Winter Park, Florida 32789
Telephone (407) 647-2777
Fax (407) 647-2157

August 17th, 2004

Via U.S. Mail

Gloria Garcia
Seminole County
1101 E. 1st St., Room 3208
Sanford, Florida 32771

Re: Sale of County Owned Surplus Property (Bid -2001-04/GMG)
Sheriff's Substation – 997 East SR 436, Altamonte Springs
Seminole County Sale to Stein

Dear Ms. Garcia:

Based on my conversation with Ann Colby, Esq. in the County Attorney's Office, we have agreed to the following changes to the Contract For Sale And Purchaser for Surplus Real Property in the above referenced matter.

- First paragraph (untitled): The Purchaser shall be changed from "Arnold P. Stein" to "Arnold P. Stein and Nira S. Stein, as trustees of two separate trusts which shall hold title as tenants in common."
- Paragraph 7, Condition of Premises: The term "and occurrences" should be stricken as it creates the possibility that Purchaser could be responsible for personal injuries etc. that occur on the premises prior to Purchaser taking possession.
- Paragraph 8: Please add the following provision to the end of the last sentence in paragraph 8, "as to those claims, damages or lawsuits based on the Purchaser's acts or omissions subsequent to Purchaser taking possession of the premises at closing. Purchaser does not indemnify and hold the County harmless from any claim, damage or lawsuit based on County's acts or omissions prior to Purchaser taking possession of the Premises at closing."

After I spoke with Ms. Colby, our client informed me that he saw storm damage to the roof area of the building. Because we do not have access to the building it was impossible for Mr. Stein to determine the extent to the damage. Mr. Stein said that he contacted Stan Huntzinger (sp?) at Seminole County and Mr. Huntzinger was going to investigate the damage. Because the damage was sustained after the bid, I would ask you to discuss with Ms. Colby the possibility of adding the following language to the end of paragraph 7, "Notwithstanding the "as is" nature of the sale, Seller shall be responsible for any damage to the Premises prior to Purchaser taking possession of the Premises at closing and Seller agrees to correct any damage to the Premises prior to closing." Please also look into the scope of the damage and call me with that information.

Please ask Ms. Colby to include in the deed the proper reference to: (1) the powers of trustees pursuant to Section 689.071, Florida Statutes, and (2) that the Steins are both trustees in two separate trusts which shall hold title as tenants in common. I would like to review the language of the deed prior to its execution to verify that it has the effect of allowing the Steins as trustees to mortgage, sell etc. the property.

We have received a title commitment and intend to purchase a title policy at closing. Therefore, please let me know if the County will be issuing an owners affidavit at closing which will allow the title company to delete the standard exceptions having to do with possession and construction liens.

Sincerely,

Stuart Buchanan

H:\1Buchanan Stuart\Stein Arnold P and Nira S #17706\Letter to Gloria Garcia re amendments to contract 8-17-04.doc

RECEIVED
SEP 23 2004
SUPPORT SERVICES

Swann & Hadley, P.A.

Attorneys and Counselors at Law

Pervie P. Swann (1895-1984)

L. Pharr Abner
Sharon B. Abner
Karen M. Brown
Stuart P. Buchanan
Bradley J. Davis
Ralph V. Hadley, III
Loan B. Kennedy
Richard A Leigh
Richard R. Swann

1031 W. Morse Boulevard
Suite 350
Winter Park, Florida 32789
Telephone (407) 647-2777
Fax (407) 647-2157

September 22, 2004

VIA Facsimile & U.S. Mail

Gloria Garcia
Seminole County
1101 E. 1st St., Room 3208
Sanford, Florida 32771

Stan Huntzinger
Seminole County
200 County Home Road
Sanford, Florida 32773

Re: Sale of County Owned Surplus Property (Bid -2001-04/GMG)
Sheriff's Substation – 997 East SR 436, Altamonte Springs
Seminole County Sale to Stein

Dear Ms. Garcia and Mr. Huntzinger:

I have received correspondence from our client Arnold Stein, who is out of the country, stating that he was told that my attached letter regarding amending the contract was not received by Seminole County. It appears that this project may have been transferred to another department. Perhaps that transfer explains the confusion regarding the attached letter. Please discuss this project internally and have the proper Seminole County representative call me.

Mr. Stein has been told that the building has sustained damage (in addition to that referenced in the attached letter) from the hurricanes and that Mr. Huntzinger is working to determine a repair cost. Please have someone call me to discuss the time frame in which Seminole County proposes to make the repairs. In the alternative, if Mr. Stein can verify the accuracy of the repair estimates received by Seminole County, he may be willing to close before the repairs are made and Seminole County can either discount the property's purchaser price or close at the agreed upon price and deliver to Mr. Stein a check to repair the damage.

Sincerely,

Stuart Buchanan

cc: Arnold Stein (via e-mail)
H:\Buchanan Stuart\Stein Arnold P and Nira S #17706\Letter to Gloria Garcia & Stan Huntzinger re amendments to contract & building damage 9-22-04.doc

Arnold P. Stein
1951 Thunderbird Trl.
Maitland, FL 32751

November 7, 2004

Mr. Stan Hunsinger
Administrative Services Dept.
Seminole County, Florida
200 West County Home Rd.
Sanford, FL 32773

Thank you for meeting with us Friday and letting us get a look at the storm damage on the Sheriff Annex. It is really a shame that the damage is so extensive because the building was really in nice shape when we last saw it while the Sheriff was occupying it.

As mentioned before, we are still interested in purchasing the building and have retained Tipton Associates to work with us to determine the options available to use our existing property and this property together. One of the viable alternatives would allow us to keep the entire Sheriff building and demolish our other building to provide the balance of the needed parking. The specific arrangement selected will depend on cost, potential tenants, and of course The City of Altamonte Springs. This entire process will take a while.

As for the damage, we see two alternatives. The county can repair it to the original condition prior to our closing, or we would accept monetary credit against the purchase price in order to repair it ourselves after closing.

If you choose the first alternative we will need to discuss the schedule for you to have the work accomplished and the subsequent closing date. I assume it would be several months.

If you choose the second alternative, we would be willing to proceed to close as soon as you can accomplish it.

The deduction from the purchase price should be $58,000 to cover the bid of $56,000 from Wal-Mark Contracting, plus an estimated $2000 for the bond and other items excluded from his quote. (If you have a better handle on the costs associated with my $2,000 estimate, we can discuss it.)

I understand that this will have to go to the County Council for approval. If that approval process includes approval of actual contract language please give sufficient time in advance for us and for our attorney Mr. Stuart Buchanan to review the proposed contract.

You will recall that there was previously an agreed to language change and also we want to be able to specify how our names as buyers are to be listed.

I hope that this clearly expresses our position. If there are any questions do not hesitate to contact me at home or via my cellular phone. (Home 407-645-2971. Cellular 407-496-3834).

Sincerely,

Arnold Stein

Copy: Mr. Stuart Buchanan, Swann & Hadley, P. A.

RECEIVED
NOV 09 2004
SUPPORT SERVICES

125,464
58,000
$ 67,464

EXHIBIT "A"

ACCESS AND USE
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of August, 1999, by and between **GEORGE D. RISHELL**, (hereinafter referred to as "Rishell"), whose address is 1608 Thornhill Circle, Oviedo, FL 32765; **THE SEMINOLE COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as the "Sheriff"), whose address is Sanford Airport - Building 310, 1345 East 28th Street, Sanford, FL 32773; and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "County"), collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the County is the owner of certain property located in Seminole County, Florida which was acquired as part of the County Road 427 Road Improvement Project; and

WHEREAS, pursuant to the Intergovernmental Agreement dated March 12, 1997, the Seminole County Sheriff's Office has made substantial improvements to the property and structures on the property and now operates a Sheriff's Sub-Station upon the property; and

WHEREAS, Rishell owns property adjacent to the County's property; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cole
DEPUTY CLERK

WHEREAS, a narrow access lane runs along the western portion of the County's property, and said access lane is adjacent to Rishell's property; and

WHEREAS, Rishell, under an agreement with the prior owner of the County's property, utilized the County's property for access to and from State Road 436 and for overflow parking spaces for the customers of Rishell's business; and

WHEREAS, the County, the Sheriff and Rishell enter this Agreement with the purpose to provide continued access and parking as described above until that time in the future when the County sells its interest in the property; and

WHEREAS, this Agreement is authorized by state law.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. **Grant of License; Description of Premises.** The County grants to Rishell, subject to all of the terms and conditions of this Agreement, authority to enter and use that portion of the following described property, (hereinafter referred to as the "License Property"), located in the County of Seminole, State of Florida, necessary to effectuate the purposes of this Agreement:

County Road 427 (Charlotte Street to State Road 436)

Lots 28, 29, and 30, Block A, ALTAMONTE COMMERCIAL CENTER, Plat Book 4, page 31, Seminole County, Florida, LESS: Beginning at the NW corner of Lot 28, Block A, of ALTAMONTE COMMERCIAL CENTER, thence run North 7 feet, thence East to the Westerly right-of-way line of Longwood Road, thence South to the NE corner of Lot 30, Block A, of ALTAMONTE COMMERCIAL CENTER, thence West to the Point of Beginning.

Section 2. **No Warranties.** This License is herein granted without any warranty, express or implied, and Rishell hereby agrees that no damages shall be recoverable from the County or the Sheriff because of any dispossession of the County or because of any failure of, defect in, cancellation of, or termination of, the County's property interest in the License Property.

Section 3. **Limitation to Described Purpose.** The License Property may be occupied and used by Rishell solely for providing two (2) parking spaces for overflow parking for Rishell's business and for a means of access between Rishell's property and State Road 436. The two (2) parking spaces nearest Rishell's property shall be the parking spaces utilized by Rishell for overflow parking. The access lane on the western end of the County's property shall be the portion of the property utilized for access to and from Rishell's property from and to State Road 436.

Section 4. **Release of Claims.** In consideration for this Agreement, Rishell hereby releases and waives all claims existing at the time of Rishell's execution of this Agreement relating to the use and occupation of the License Property by the Sheriff and the County.

Section 5. **Access Lane Free From Obstructions.** The Parties agree that the access lane on the western portion of the License Property shall remain free from obstruction at all times.

Section 6. **Duration.** This License may be used by Rishell solely for the purposes described herein, beginning on the effective date of this Agreement and continuing until this License is terminated as provided below.

Section 7. **Termination.**

(a) The Sheriff shall have no right to terminate this Agreement.

(b) Rishell shall have the right to terminate this Agreement at any time upon providing written notice to the County and the Sheriff which states the date of termination; provided, however, that Rishell's termination of this Agreement shall not reinstate any cause of action waived in Section 4 of this Agreement, titled "Release of Claims."

(c) Upon the County's sale of the License Property, this License shall terminate twenty-four (24) months from the final date of sale.

Section 8. **Notice to Rishell Prior to Conducting Sale.** The County shall, prior to the conducting of any sale of the License Property, provide Rishell with written notice stating that the County has declared that no public purpose exists for the License Property and that the County has decided to sell the License Property.

Section 9. **Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of this State. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Seminole County, Florida. By execution or adoption of this Agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Seminole County, Florida.

Section 10. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing by a document of equal dignity herewith signed by each party or an authorized representative of each party.

Section 11. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

COUNTY
County Attorney
1101 East First Street
Sanford, FL 32771

SHERIFF
Penny Fleming, Director
Sheriff's Office
Sanford Airport - Building 310
1345 East 28th Street
Sanford, FL 32773

RISHELL
George D. Rishell
1608 Thornhill Circle
Oviedo, FL 32765

Section 12. **Indemnification of County.**

(a) Rishell agrees to hold harmless, indemnify and defend the County, its commissioners, officers, employees, and agents against any and all claims, suits, charges, expenses, personal

injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

(b) Rishell agrees to hold harmless, indemnify and defend the Sheriff, his deputies, officers, employees, and agents against any and all third party claims, suits, charges, expenses, personal injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

Section 13. **Insurance.** In order to support its indemnification and liability provisions above, Rishell agrees to obtain for the County's protection General liability insurance in the amount of TWO MILLION AND NO/100 DOLLARS ($2,000,000.00). It is understood, however, that such insurance shall not in any way limit Rishell's obligation to indemnify the County but shall merely be additional security therefore. Said insurance shall name the County as an additional insured. The originals of the policies shall be provided to County and certificates of insurance evidencing Rishell's compliance with this Section.

Section 14. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Section 15. **Rishell Has No Interest or Estate.** Rishell expressly agrees that Rishell does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Property, by virtue of the rights granted under this Agreement or Rishell's occupancy or use of the License Property under this Agreement.

Section 16. **Conflict of Interest.** The Parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government, or cause the officers, agents, officials or employees of the other party to violate said provisions.

Section 17. **Entire Agreement.** This is the entire Agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document. No verbal modification of this Agreement shall be effective and any and all amendments to this Agreement must be

in writing and executed by the Parties in a form of equal dignity herewith.

Section 18. **Captions.** All titles or captions are inserted for convenience and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision herein.

Section 19. **Severability.** If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

Section 20. **Effective Date.** This Agreement shall become effective upon the last date of signing by the County, the Sheriff or Rishell.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

WITNESSES:

PRINT NAME DAVID VELILLA

PRINT NAME ROBERTA S. RISHELL

GEORGE P. RISHELL

GEORGE P. RISHELL

DATE: 5/22/99

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: 8/12/99

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

County Attorney

As authorized for execution by the Board of County Commissioners at their August 10, 1999, regular meeting.

WITNESSES:

Ann Bennett
PRINT NAME ANN BENNETT

Steven D. Harriett
PRINT NAME Steven D. Harriett

SHERIFF'S OFFICE OF SEMINOLE COUNTY, FLORIDA

DONALD F. ESLINGER, SHERIFF

DATE: 6-17-99

RG/
5/10/99
F:\CA\USERS\CARG01\AGTS\LICENSES.DOC