

**STATEMENT OF OFFER and PURCHASE AGREEMENT**  
For CR 466A Right Of Way Expansion/Construction

COUNTY ROAD No.: 466A / Cleveland Ave.  
COUNTY: Sumter  
PARCEL No.: Parcel #G05C076 Parcel 10  
SELLER: **KATHERINE M.C. HARTMAN** (hereinafter individually or collectively referred to as "Seller" as the context requires)  
BUYER: **SUMTER COUNTY, FLORIDA**, a subdivision of the State of Florida (hereinafter referred to as the "Buyer")

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property ("Property")**

(a) Estate being purchased: **Fee Simple**

(b) Real property described as:

**PARCEL NO. 10 COUNTY ROAD 466-A**

That part of:

**Lots 8 through 13, Block 7, HIGHLAND VIEW ADDITION TO WILDWOOD according to the plat thereof recorded in Plat Book 1, Page 82, in the Public Records of Sumter County, Florida; LESS road right of way for State Road 466-A as described in Deed Book 135, Page 238, Public Records of Sumter County, Florida;**

**lying within the following-described parcel of land:**

**COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A**

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**POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.**

**THE LAND HEREIN DESCRIBED CONTAINS 1,638 SQUARE FEET, MORE OR LESS.**

(c) Personal property: **None**

(d) Outdoor advertising structure(s) permit number(s): **Not applicable**

Buildings, structures, fixtures and other improvements owned by others: **Not applicable.**

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

|            |  |     |    |           |
|------------|--|-----|----|-----------|
| <b>(a)</b> | <b>Real Property</b>   |     |    |           |
|            | Land   | 1.  | \$ | 1900.00   |
|            | Improvements   | 2.  | \$ | 450.00    |
|            | Real Estate Damages  | 3.  | \$ | 27,200.00 |
|            | (Severance/Cost-to-Cure)   |     |    |           |
|            | Agreed Adjustment  | 4.  | \$ | 1,732.00  |
|            | Incentive  | 5.  | \$ | 13,718.00 |
|            | <b>Total Real Property</b>   | 6.  | \$ | 45,000.00 |
| <b>(b)</b> | <b>Total Personal Property</b>   | 6.  | \$ |           |
| <b>(c)</b> | <b>Fees and Costs</b>  |     |    |           |
|            | Attorney Fees  | 7.  | \$ | 3,350.00  |
|            | Appraiser Fees   | 8.  | \$ | 2,000.00  |
|            | Engineer Fees  | 9.  | \$ | 2,000.00  |
|            | Fee(s)   | 9.  | \$ |           |
|            | <b>Total Fees and Costs</b>  | 10. | \$ | 7,350.00  |
| <b>(d)</b> | <b>Total Business Damages</b>  | 11. | \$ |           |
| <b>(e)</b> | <b>Total of Other Costs</b>  | 12. | \$ |           |
|            | List:  |     |    |           |
|            | <b>Total Purchase Price (Add Lines 5, 6,10,11 and 12)</b>                                  |     | \$ | 52,350.00 |
| <b>(f)</b> | Portion of Total Purchase Price to be paid to Seller by Buyer at Closing                   |     | \$ |           |
| <b>(g)</b> | Portion of Total Purchase Price to be Paid to Seller by Buyer upon surrender of possession |     | \$ |           |

**III. Conditions and Limitations**

- (a) **No Deposit.** There shall be no Deposit required by Sumter County with the execution of this Agreement
- (b) **Contingency for Board Approval.** The enforceability of this Agreement is wholly contingent upon the approval of this Agreement by the Sumter County Board of County Commissioners.
- (c) **Public Disclosure Affidavit.** Seller represents and warrants that it received the Public Disclosure Affidavit Notice required by F.S. 286.23 and that, if applicable, a real estate closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23 Florida Statutes.
- (d) **Seller Representations.** Seller represents and warrants that: (1) that there are no Buildings, structures, fixtures and other improvements owned by others on the subject Property; or (2) that there are no private or governmental actions, suits, proceedings or investigations pending against Seller which could have an adverse effect on the Property.
- (e) **Duty to Maintain.** Seller shall maintain the property described in Section I of this Agreement until the day of closing. The Property shall be maintained in the same condition as existing on the date of this Agreement, except for reasonable wear and tear.
- (f) **Purpose of Acquisition.** The Property described in Section I of this Agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (g) **Seller's Obligations at Closing.** At the closing, Seller shall:
- (1) Execute, acknowledge and deliver to Buyer a <sup>Special</sup> Warranty Deed conveying marketable title to the Property according to applicable Title Standards, which deed shall be in statutory form for recording. Seller shall be liable for all encumbrances not disclosed in the public records;
  - (2) Execute and deliver to Buyer a mechanic's lien and possession affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanical lien exception and parties-in-possession exception from the Title Commitment;
  - (3) Execute and deliver to the Title Company an affidavit that there has been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;
  - (4) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder;
  - (5) Execute and deliver to Buyer and the Title Company a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company; and
  - (6) Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, proration's and closing costs as set forth herein.
  - (7) Deliver up occupancy of the Property at Closing. Any occupancy beyond closing must be under a separate lease agreement; and
  - (8) Execute and deliver such other documents as may be required by this Agreement.
- (h) **Buyer's Obligations at Closing.** Contemporaneously with the performance by Seller of its obligations at Closing, Buyer shall:
- (1) Execute and deliver to Seller a closing statement setting forth the Purchase Price, adjustments, proration's and closing costs as set forth herein, and;
  - (2) Execute and deliver such other documents as may be required by this Agreement. *With construction plans + Wye River Farms remedy in the deed from Seller.*
- (i) **Final Acceptance.** It is mutually acknowledged that this Purchase Agreement is subject to Final Acceptance by the Board of County Commissioners for Sumter County pursuant to Section 119.0711, Florida Statutes. A Closing shall not be conducted prior to 30 days from the date this Agreement is signed by Seller and Buyer to allow public review of the transaction. Final Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this Agreement. Final Acceptance shall be evidenced by the signature of Buyer below.

Seller (s)  
Katherine McHardman 9-7-2012  
Signature Date  
KATHERINE M. C. HARDMAN  
Type or print name

Buyer  
COUNTY OF SUMTER  
By: [Signature] 9-7-12  
Signature Date

Signature Date  
Type or print name

Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

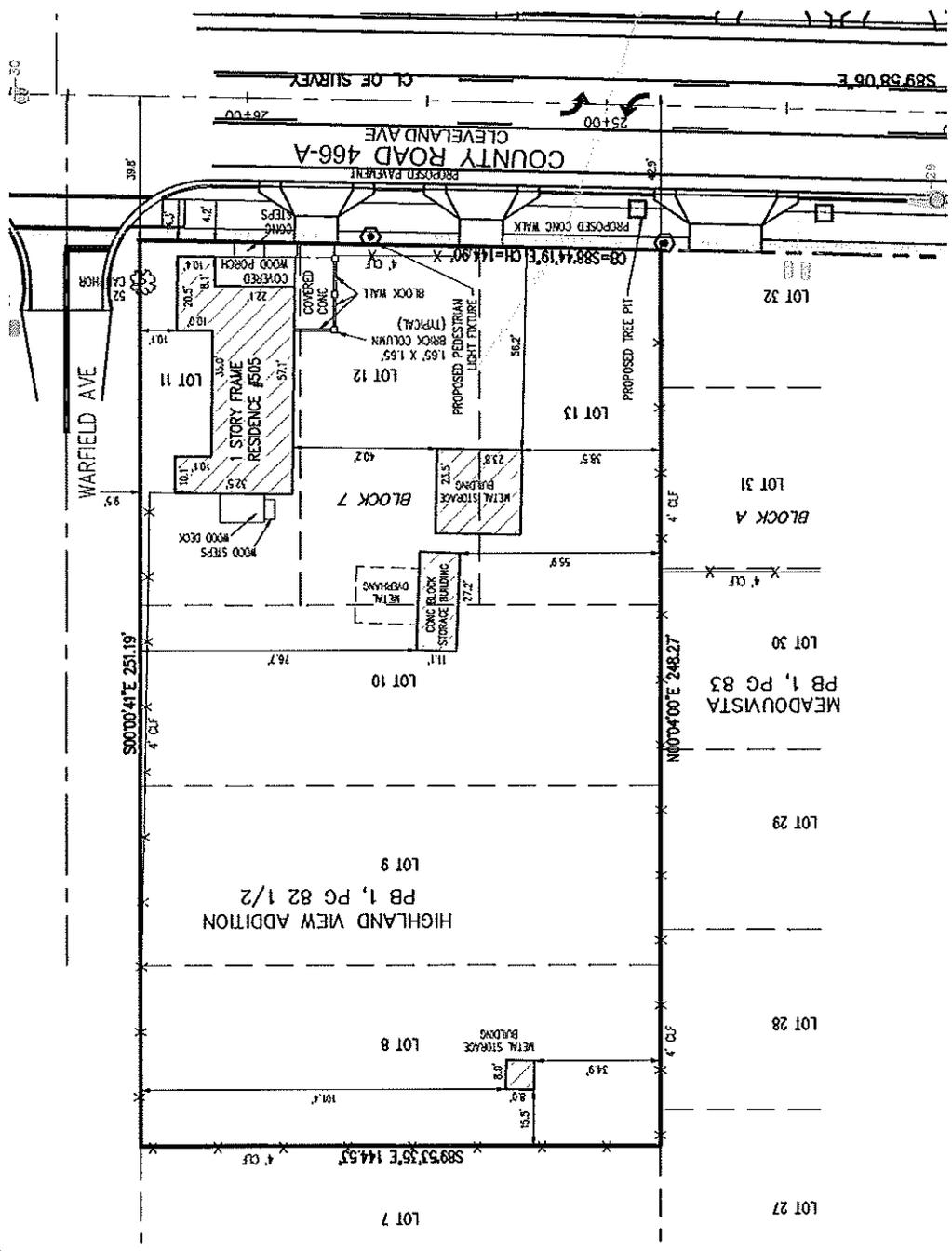
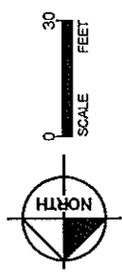
By: \_\_\_\_\_  
Signature Type or print name and title

Legal Review: \_\_\_\_\_  
Date





# Remainder Sketch - Parcel 10



## PARCEL DATA

| PLAN        | SQ. FOOTAGE | ACREAGE |
|-------------|-------------|---------|
| BEFORE      | 37,786      | 0.867   |
| ACQUISITION | 1,638       | 0.038   |
| REMAINDER   | 36,148      | 0.829   |

## NOTES:

THIS SKETCH IS FOR APPRAISAL PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.  
 EXISTING RIGHT-OF-WAY FOR COUNTY ROAD 466-A IS BASED UPON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 1862-250 AND 1153-151, DATED 11/29/25 AND MARKS RIGHT-OF-WAY BEEDE. PROPOSED RIGHT-OF-WAY IS BASED UPON INFORMATION PROVIDED BY VALENTY-HORN & ASSOCIATES.

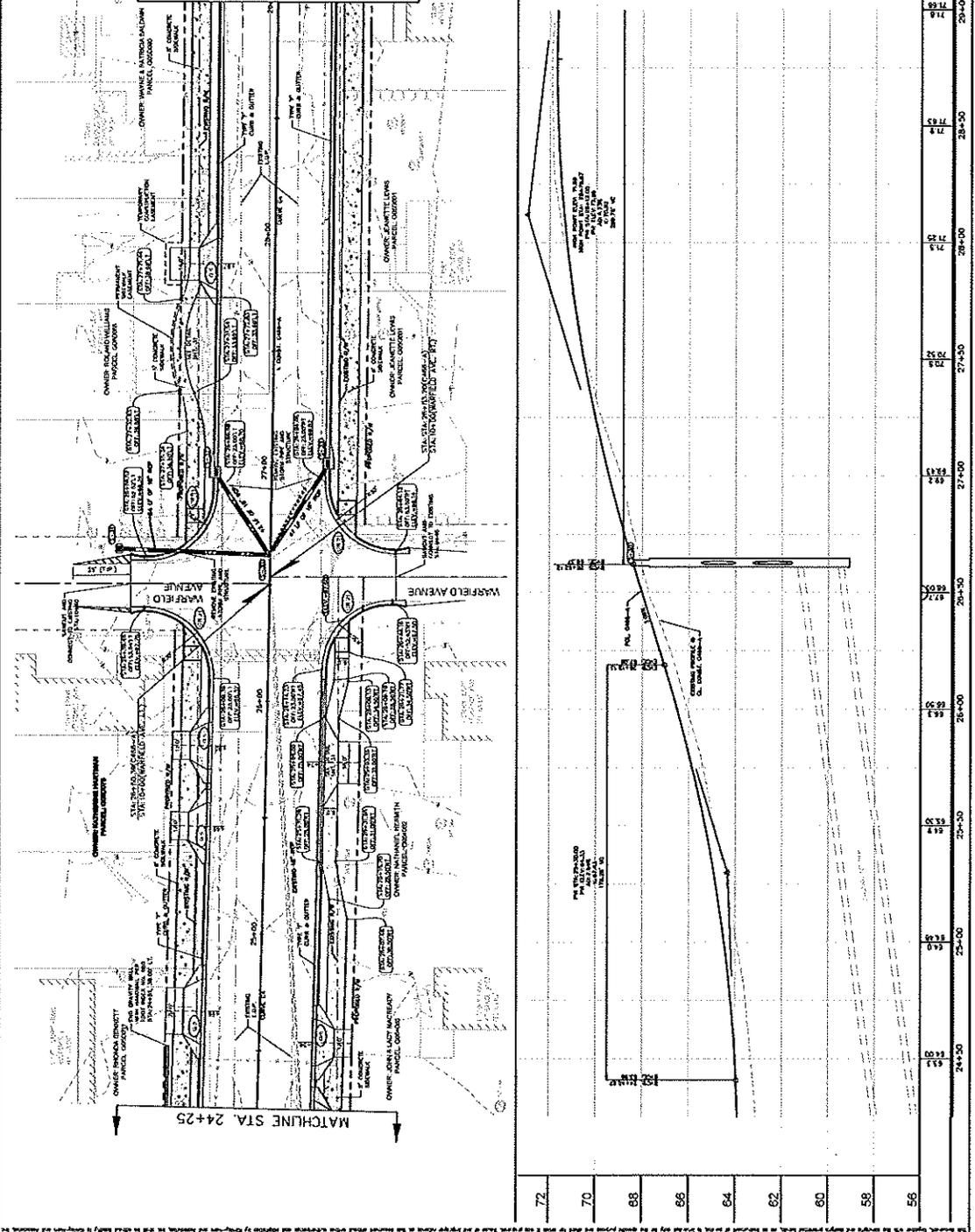
## LEGEND

- CONC INDICATES CONCRETE
- EDP INDICATES EDGE OF PAVEMENT
- CLF INDICATES CHAIN LINK FENCE
- BPP INDICATES BACKFLOW PREVENTER
- MCS INDICATES METERED END SECTION OF TRANSPORTATION DEPARTMENT
- DP INDICATES CONCRETE PALE
- WH INDICATES OFFICIAL RECORD BOOK
- C.A.B. INDICATES OFFICIAL RECORD BOOK
- P/W INDICATES RIGHT-OF-WAY
- CL INDICATES SIGNATURE
- INDICATES CLEWOUT
- INDICATES CABLE TV REER
- INDICATES FIRE HYDRANT
- INDICATES OVERHEAD POWER
- INDICATES AIR CONDITIONER
- INDICATES UTILITY POLE
- INDICATES CURB ANDOR
- INDICATES PLAT

PROJECT NO. 2011-0018  
 DATE: DECEMBER 2011  
 DESIGNED BY: RSC  
 DRAWN BY: RSC  
 CHECKED BY: RSC  
 PROJECT LOCATION: 25563  
 PROJECT: RSC

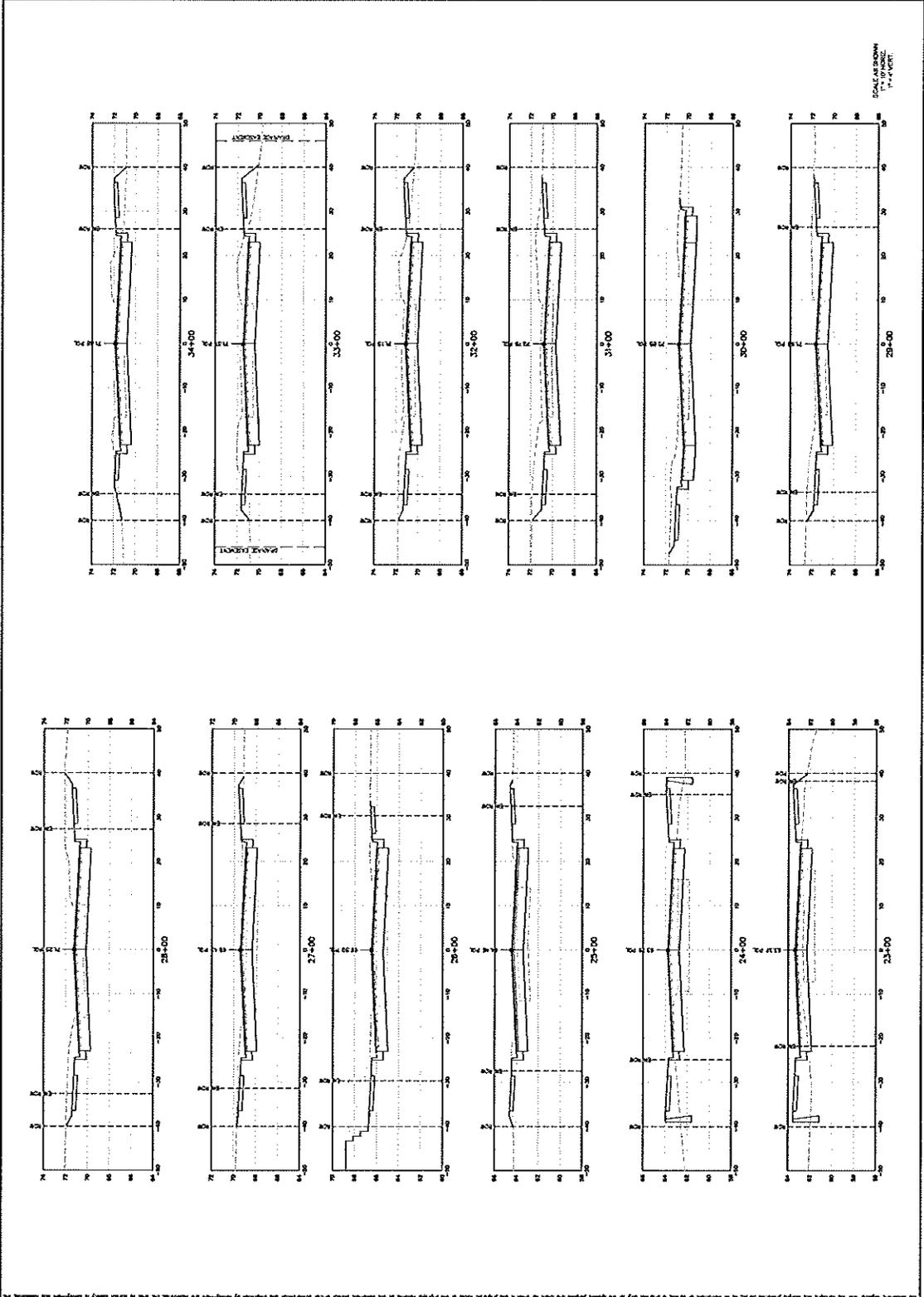
2011 KATHLEEN AND ASSOCIATES, PC  
 4428 W. GOLF AND STREET, SUITE 100  
 FORT BELLEVILLE, MISSOURI 63830  
 KATHLEEN AND ASSOCIATES, PC  
 2011 KATHLEEN AND ASSOCIATES, PC  
 4428 W. GOLF AND STREET, SUITE 100  
 FORT BELLEVILLE, MISSOURI 63830  
 KATHLEEN AND ASSOCIATES, PC

SHEET NUMBER: 17  
 SHEET TOTAL: 17



LEGEND  
 Hatched area: EXISTING ROADWAY  
 Solid line: PROPOSED ROADWAY  
 Dashed line: PROPOSED SIDEWALK  
 Dotted line: PROPOSED CURB  
 Solid line with dots: PROPOSED UTILITY LINES  
 Dashed line with dots: EXISTING UTILITY LINES  
 Solid line with dashes: PROPOSED DRIVEWAY  
 Solid line with long dashes: PROPOSED DRIVEWAY  
 Solid line with short dashes: PROPOSED DRIVEWAY  
 Solid line with long dashes and dots: PROPOSED DRIVEWAY  
 Solid line with short dashes and dots: PROPOSED DRIVEWAY  
 Solid line with long dashes and dots: PROPOSED DRIVEWAY  
 Solid line with short dashes and dots: PROPOSED DRIVEWAY

|  |  |  |  |   |  |
|--|--|--|--|---|--|
| CROSS SECTIONS<br>STA:23+00 TO STA:34+00   |  | PROJECT NO. 05525<br>PROJECT BY KIMLEY-HORN AND ASSOCIATES, INC.<br>DATE DECEMBER 2011 |  | SUMNER COUNTY<br>SUMNER COUNTY BOARD OF COMMISSIONERS<br>C466A WIDENING |  |
| KIMLEY-HORN AND ASSOCIATES, INC.<br>4133 STATE ROAD 200, SUITE 200<br>RENO, NEVADA 89450 |  | PROJECT NO. 05525<br>PROJECT BY KIMLEY-HORN AND ASSOCIATES, INC.<br>DATE DECEMBER 2011 |  | SUMNER COUNTY<br>SUMNER COUNTY BOARD OF COMMISSIONERS<br>C466A WIDENING |  |
| KIMLEY-HORN AND ASSOCIATES, INC.<br>4133 STATE ROAD 200, SUITE 200<br>RENO, NEVADA 89450 |  | PROJECT NO. 05525<br>PROJECT BY KIMLEY-HORN AND ASSOCIATES, INC.<br>DATE DECEMBER 2011 |  | SUMNER COUNTY<br>SUMNER COUNTY BOARD OF COMMISSIONERS<br>C466A WIDENING |  |



NOT TO SCALE. ELEVATIONS ARE IN FEET. STATIONING IS IN HUNDREDS OF FEET. THE PROPOSED ROAD GRADE IS SHOWN AS A DASHED LINE. THE EXISTING GROUND GRADE IS SHOWN AS A SOLID LINE. THE PROPOSED ROAD GRADE IS BASED ON THE EXISTING GROUND GRADE AND THE PROPOSED ROAD CROSS SECTION. THE PROPOSED ROAD GRADE IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PROPOSED ROAD GRADE IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER. THE PROPOSED ROAD GRADE IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE PROPOSED ROAD GRADE IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE PROPOSED ROAD GRADE IS NOT TO BE USED FOR ANY OTHER PURPOSE.