

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 #G05C088 Parcel 11
SELLER: Sandra D. McInerks Personal Representative of the Estate of
ROLAND S. WILLIAMS (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. 11 COUNTY ROAD 466-A**

That part of:

Lots 11, 12 and 13, Block 8, HIGHLAND VIEW ADDITION TO WILDWOOD FL, a subdivision according to the plat thereof recorded in Plat Book 1, Page 82 1/2, in the Public Records of Sumter County, Florida; Less that portion of said Lots deeded to the State of Florida in Deed Book 135, Page 255, 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

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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 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 1,181 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A PERPETUAL SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

That part of:

Lots 11, 12 and 13, Block 8, HIGHLAND VIEW ADDITION TO WILDWOOD FL, a subdivision according to the plat thereof recorded in Plat Book 1, Page 82 1/2, in the Public Records of Sumter County, Florida; Less that portion of said Lots deeded to the State of Florida in Deed Book 135, Page 255, Sumter County, Florida, described as follows:

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 2652.74 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+12.92 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 918.35 FEET TO STATION 27+30.92; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 38.20 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466-A FOR THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET TO WHICH A RADIAL LINE BEARS S00°49'31"W; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN EASTERLY 42.28 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°06'21", CHORD BEARING AND DISTANCE OF S89°13'39"E, 42.28 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 56.00 FEET TO WHICH A RADIAL LINE BEARS N22°57'01"E; THENCE RUN WESTERLY 43.35 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°21'20" TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 118 SQUARE FEET, MORE OR LESS. *as depicted*

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

That part of:

Lots 11, 12 and 13, Block 8, HIGHLAND VIEW ADDITION TO WILDWOOD FL, a subdivision according to the plat thereof recorded in Plat Book 1, Page 82 1/2, in the Public Records of Sumter County, Florida; Less that portion of said Lots deeded to the State of Florida in Deed Book 135, Page 255, Sumter County, Florida, described as follows:

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 2652.74 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 965.27 FEET TO STATION 27+77.84; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 37.59 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466-A FOR THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET TO WHICH A RADIAL LINE BEARS S00°42'28"W; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN EASTERLY 18.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°02'42", CHORD BEARING AND DISTANCE OF S89°18'53"E, 18.00 FEET; THENCE ALONG A NON-TANGENT LINE RUN N00°41'07"E, A DISTANCE OF 7.00 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,871.00 FEET TO WHICH A RADIAL LINE BEARS S00°39'46"W; THENCE RUN WESTERLY 18.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°02'42", CHORD BEARING AND DISTANCE OF N89°18'53"W, 18.00 FEET; THENCE ALONG A NON-TANGENT LINE RUN S00°41'07"W, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 126 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

(a)	Real Property			
	Land	1.	\$	1,300.00
	Improvements	2.	\$	3,500.00

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	Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	15,850.00
	Temporary Construction Easement	4.	\$	100.00
	Agreed Adjustment	5.	\$	3,612.00
	Incentive	6.	\$	10,638.00
	Total Real Property	7.	\$	35,000.00
(b)	Total Personal Property		\$	
(c)	Fees and Costs			
	Attorney Fees	8.	\$	3,350.00
	Appraiser Fees	9.	\$	2,000.00
	Engineer Fees	10.	\$	2,000.00
	Fee(s)		\$	
	Total Fees and Costs	11.	\$	7,350.00
(d)	Total Business Damages		\$	
(e)	Total of Other Costs		\$	
	List:			
	Total Purchase Price (Add Lines 5, 6, 10, 11 and 12)	12.	\$	42,350.00
(f)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	
(g)	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 ^{Special} 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 and 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)

Sandra J. Meineker 9-7-2012
Signature Date

Sandra J. Meineker
Type or print name

Signature Date

Type or print name

Buyer

COUNTY OF SUMTER

By: [Signature] 9-7-12
Signature Date

Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this _____ day of _____ 20 _____.

By: _____

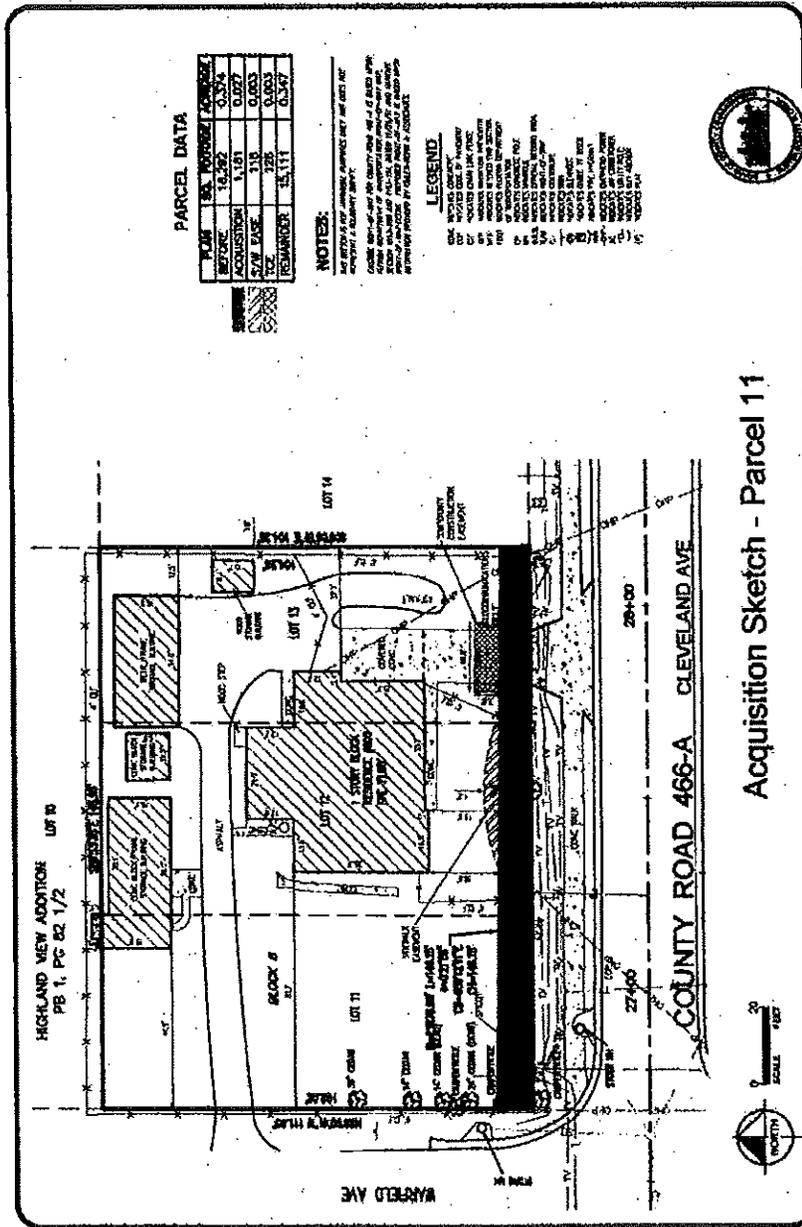
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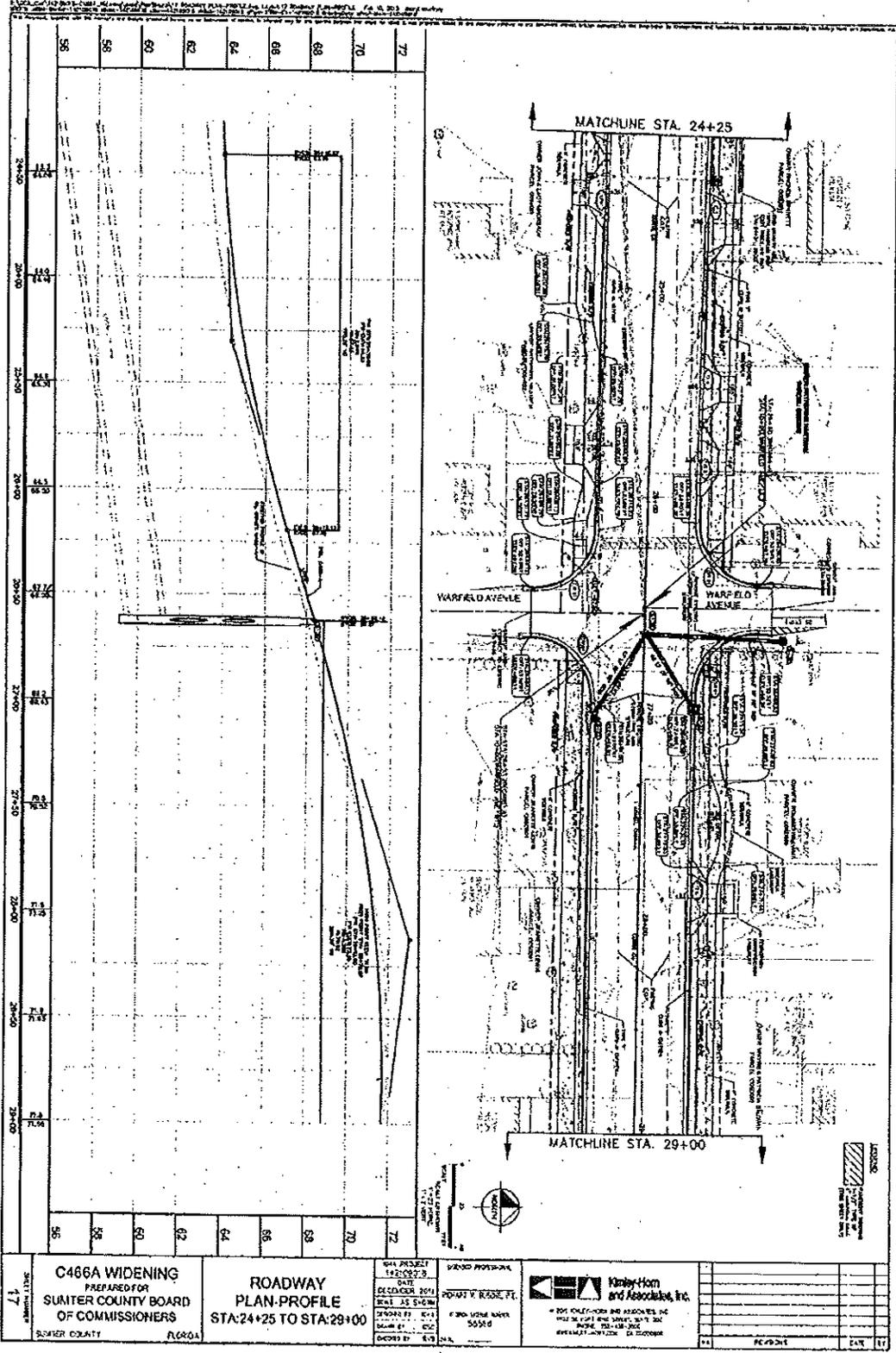
Type or print name and title

Legal Review:

Date

SKETCH OF THE ACQUISITIONS





SHEET 17
 C466A WIDENING
 PREPARED FOR
 SUITER COUNTY BOARD
 OF COMMISSIONERS
 SUITER COUNTY ALA. 001

ROADWAY
 PLAN-PROFILE
 STA: 24+25 TO STA: 29+00

1/2" = 1' HORIZ.
 1" = 10' VERT.
 DATE: 12/22/03
 DESIGNED BY: J. S. SUGAN
 DRAWN BY: J. S. SUGAN
 CHECKED BY: J. S. SUGAN
 DATE: 1/17/04

KIMLEY-HORN and Associates, Inc.
 4001 HOLLYWOOD BLVD. SUITE 200
 FORT LAUDERDALE, FL 33309
 PHONE: 754-921-1100
 FAX: 754-921-1101
 WWW.KIMLEY-HORN.COM

NO.	REVISION	DATE