

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

COUNTY ROAD No.: 466A / Cleveland Ave.  
COUNTY: Sumter  
PARCEL No.: G05=040 Parcel 14  
SELLER: MELISSA WILKES (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

Real property described as: **PARCEL NO. 14 COUNTY ROAD 466-A**

**That part of:**

**Begin 30 feet North of the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, thence run North 273 feet, thence East 150 feet, thence South 273 feet, thence West 150 feet to the Point of Beginning.**

**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**  
(00338966)00338966.DOC

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 900 SQUARE FEET, MORE OR LESS.

- (b) Personal property: None
- (c) 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.	\$	\$900
	Improvements		2.	\$	\$300
	Real Estate Damages		3.	\$	\$1,000
	(Severance/Cost-to-Cure)				
	Incentive		4.	\$	\$2,000
	<b>Total Real Property</b>		5.	\$	\$4,200
(b)	<b>Total Personal Property</b>		6.	\$	\$0
(c)	Fees and Costs				
	Attorney Fees		7.	\$	<del>0</del>
	Appraiser Fees		8.	\$	<del>0</del>
		Fee(s)	9.	\$	
	<b>Total Fees and Costs</b>		10.	\$	<del>0</del>
(d)	<b>Total Business Damages</b>		11.	\$	
(e)	<b>Total of Other Costs</b>		12.	\$	
	List:				
	<b>Total Purchase Price (Add Lines 5, 6, 10, 11 and 12)</b>			\$	4,200.00
(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			\$	

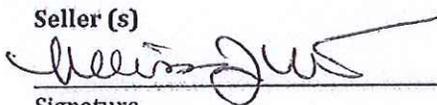
*non 9/4/12*  
*non 9/4/12*  
*non 9/4/12*

### 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 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 including Temporary Construction Easement to accomplish the fill-slope and driveway connection requested by Seller and described in Section (h) below; and
  - (9) The Seller will be responsible with hiring her own paving contractor to construct a driveway on her property.
- (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, prorations and closing costs as set forth herein.

- (2) County will construct the east driveway connection within the CR 466A Right of Way in substantial compliance with the K-H design attached as Exhibit (h)(2);
- (3) The County and Seller will enter into a Temporary Construction Easement wherein the County agrees that all fill dirt placed and graded outside of the right of way on Seller's remainder property will remain on her remainder property and will not block or impede the sheet-flow of storm water runoff to the new drainage inlet on the adjacent property.
- (4) Execute and deliver such other documents as may be required by this Agreement.

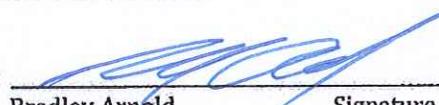
(i) **Final Acceptance.** It is mutually acknowledged that this Purchase Agreement is subject to Final Acceptance by the Board of County Commissioners for Sumter County pursuant to Section 119.0711, Florida Statutes. A Closing shall not be conducted prior to 30 days from the date this Agreement is signed 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)  
  
 \_\_\_\_\_  
 Signature Date 9/4/12

Melissa J. Wilkes  
 \_\_\_\_\_  
 Type or print name

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Type or print name

Buyer  
 COUNTY OF SUMTER  
 By:   
 \_\_\_\_\_  
 Bradley Arnold Signature

\_\_\_\_\_  
 Date 9/4/12

\_\_\_\_\_  
 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

LOT 8

LOT 9

BLOCK 9

LOT 10

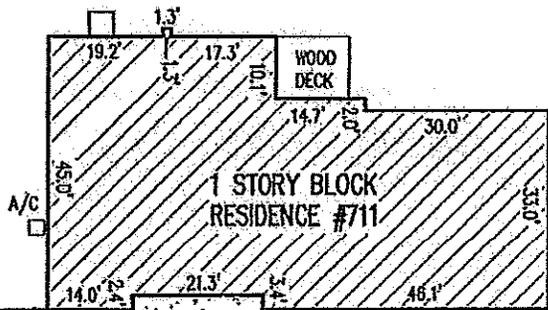
LOT 13

NOT PLATTED

N00°02'28"W 274.56'

S00°02'28"E 274.50'

HIGHLAND VIEW ADDITION  
PB 1, PG 82 1/2



8" CEDAR

36" OAK

24" OAK

8" PALM

2-8" CEDAR

10" CEDAR

12" PALM

36" OAK

8" CEDAR

4:1 SLOPE  
TIE-IN 5 SF

10% MAX  
SLOPE

N89°58'06"W 150.00'

GRAPEMYRTLE

PROPOSED CONCRETE WALK

PROPOSED STORM  
DRAIN CURB INLET

PROPOSED PEDESTRIAN  
LIGHT FIXTURE (TYP.)

PROPOSED TREE  
PIT (TYP.)

ST+00

32+00

33+00

COUNTY ROAD 466-A CLEVELAND AVE

N  
THIS IS  
A  
REVISION  
EXST.  
FLOOR  
SECT  
RIGHT  
INFORM

1
BEL
ACC
REI

**PREPARED BY AND RETURN TO:**

Deborah Hogan, Esquire  
The Hogan Law Firm LLC  
20 So. Broad Street  
Brooksville, Florida 34601  
352-799-8423  
File 11-164  
Sumter 466A Parcel 14  
Parcel ID G05=040

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**TEMPORARY CONSTRUCTION EASEMENT**  
With extinguishment Clause

KNOW ALL MEN BY THESE PRESENTS that MELISSA WILKES having a mailing address of 2246 Crestview Street, The Villages, Florida 32162 ("Grantor(s)") for and in consideration of One Dollar and other valuable considerations to it in hand paid, receipt whereof is acknowledged, does hereby grant and convey unto SUMTER COUNTY, a political subdivision of the State of Florida, whose post office address is 7375 Powell Road, Wildwood, Florida 34785, for use and benefit of for use and benefit of Sumter County Department of Transportation and its assigns ("Grantee") a temporary construction easement as set forth herein.

**WITNESSETH:**

WHEREAS, Grantor is the fee owner of certain real property situated along CR 466A in Sumter County, Florida which real property is legally described on that certain deed attached as Exhibit A hereto and incorporated herein by reference ("Grantor's Property") and which includes a portion of property referred to hereinafter as the "Easement Premises"; and

WHEREAS, Grantor was the fee owner of a certain portion of real property situated along CR 466A in Sumter County, Florida which real property was conveyed to Grantee as part of a construction project along CR 466A ("Project");

WHEREAS, the Grantor has requested the County to construct a driveway connection to Grantor's Property adjacent to Grantee-owned lands for the benefit of the Grantor and the County has agreed to do so and Grantor hereby donates such portion of Grantor's Property as is required to accomplish the same and waives any rights Grantor may have to have the donated lands appraised, or to receive reimbursement for the value of the Easement Premises or any fees and costs related thereto;

WHEREAS, the parties hereto have determined that it is in their best interest for the Grantor to grant and the Grantee to accept a temporary construction easement in and along that portion of Grantor's Property required to construct the said driveway connection.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a temporary construction easement onto Grantor's Property for the purpose of constructing the right of way along CR 466A, Sumter County, Florida, and for constructing a driveway connection to Grantor's Property and for harmonizing the grade from the new driveway connection to the remainder of Grantor's Property.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor. Provided however, the rights vested in Grantee by this Temporary Construction Easement shall terminate and be extinguished on the date of final completion of construction of CR 466A (as determined by the Engineer of Record for the project) or January 30, 2015 whichever is sooner.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in  
the presence of: Two witnesses  
required by Florida Law

(00349822)

Melissa J Wilkes

SIGNATURE LINE  
PRINT/TYPE NAME: Melissa J. Wilkes

MELISSA WILKES  
ADDRESS OF GRANTOR:  
2246 Crestview Street, The Villages, Florida  
32162

Bradley Arnold  
SIGNATURE LINE  
PRINT/TYPE NAME: Bradley Arnold

STATE OF Florida

COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 4 day of SEPT, 2012, by MELISSA WILKES, who is personally known to me or who has produced KNOWN TO ME identification.

Pam R Rogers  
PRINT/TYPE NAME:  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: 3-11-2016  
Serial No., if any: \_\_\_\_\_



130,000.00

10-20  
910.00 Dec  
920.00

This Instrument Prepared by:  
Randall N. Thornton, Attorney at Law  
P. O. Box 58 Lake Panasoffkee, FL 33538

Inst 20120001063 Date: 1/11/2012 Time: 4:18 PM  
Doc Stamp - Doc: \$10.00  
DC, Gloria R. Hayward, Sumter County Page 1 of 1 B:2398 P:420

STATUTORY WARRANTY DEED

THIS INDENTURE, made this January 10, 2012, between Oxford Land Bandit, Inc., a Florida corporation, 11262 Hwy. 301 Oxford, FL 34484 (Grantor) and Melissa Wilkes, 2246 Crestview Street The Villages, FL 32162, (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to Grantee and Grantee's heirs and assigns forever the following described land situated in Sumter County, Florida, tax parcel # G05-040.

Begin 30 feet North of the Southwest corner of the SE 1/4 of the NW 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, thence run North 273 feet, East 150 feet, South 273 feet, West 150 feet to the Point of Beginning.

And said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever. In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.

Sign: Holly Sheppard  
Print: Holly Sheppard  
Sign: [Signature]  
Print: RANDALL N. THORNTON

Oxford Land Bandit, Inc., a Florida corporation  
By: [Signature]  
Robert A. Shoemaker, III, President

STATE OF FLORIDA  
COUNTY OF SUMTER

I HEREBY CERTIFY that on this 10th day of January, 2012, before me an officer duly qualified to take acknowledgments, personally appeared Robert A. Shoemaker, III as President of Oxford Land Bandit, Inc., who is [ ] personally known to me; or [ ] produced \_\_\_\_\_ as identification, and who acknowledged that he executed the foregoing instrument.

[Signature]  
NOTARY PUBLIC STATE OF FLORIDA  
Print Name:  
My Commission Expires:

