

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

COUNTY ROAD No.: 466A / Cleveland Ave.

COUNTY: Sumter

PARCEL No.: **G06E025 Parcel 51**

SELLER: **LAWRENCE J. MARCHBANKS, P.A., a Florida corporation**
(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:

That part of:

LOTS 5, 6 and that part of LOT 7, BLOCK 2, of the SUBDIVISION OF THE O'BRIEN ESTATE WILDWOOD, FLA., as recorded in Plat Book 2, Page 13 ½, Public Records of Sumter County, Florida, more particularly described follows:

Begin at a 3 inch round concrete monument marking the Northeast corner of the aforesaid LOT 5, and run South 22°18'29" West a distance of 93.00 feet, to a 3 inch round concrete monument marking the Southeast Corner of said LOT 5, thence North 68°27'20" West along the South line of LOT 5, a distance of 30.00 feet to a 3 inch round concrete monument, thence South 22°21'50" West 27.93 feet to a 5/8 inch iron rod and cap marked OWENS, PLS 3522, thence North 67°37'55" West 89.22 feet to a 5/8 inch iron rod and cap marked OWENS, PLS 3522, thence North 66.90 feet to a 5/8 inch road and cap marked OWENS, PLS 3522, on the South right of way of Cleveland Avenue, thence East along said South right of way, a distance of 156.34 feet to the POINT OF BEGINNING and end of this description.

Lying within the following-described parcel of land:

COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6 RUN S00°02'57"E, A DISTANCE OF 2652.74 FEET TO A 1/2-INCH IRON ROD MARKING THE EAST 1/4 CORNER OF SECTION 6; (SAID POINT ALSO BEING THE WEST 1/4 CORNER OF SECTION 5); THENCE

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ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 6 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°59'54"W, A DISTANCE OF 294.79 FEET TO STATION 15+17.78 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE RUN S00°00'06"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GAMBLE STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S22°24'38"W, A DISTANCE OF 6.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7540.00 FEET TO WHICH A RADIAL LINE BEARS S02°55'51"E; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN WESTERLY 154.17 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°10'17", CHORD BEARING AND DISTANCE OF S87°39'17"W, 154.17 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N22°24'38"E, A DISTANCE OF 4.40 FEET; THENCE N81°29'51"W, A DISTANCE OF 22.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7532.00 FEET TO WHICH A RADIAL LINE BEARS S01°36'17"E; THENCE RUN WESTERLY 130.40 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°59'31", CHORD BEARING AND DISTANCE OF S88°53'29"W, 130.40 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S00°02'48"W, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7535.00 FEET TO WHICH A RADIAL LINE BEARS S00°36'45"E; THENCE RUN WESTERLY 80.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°36'38", CHORD BEARING AND DISTANCE OF S89°41'35"W, 80.31 FEET TO THE POINT OF TANGENCY; THENCE S89°59'54"W, A DISTANCE OF 66.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 28.00 FEET; THENCE RUN SOUTHWESTERLY 32.99 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 67°30'11" TO THE POINT OF TANGENCY; THENCE S22°29'43"W, A DISTANCE OF 3.56 FEET; THENCE N67°31'15"W, A DISTANCE OF 2.55 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N22°28'21"E, A DISTANCE OF 65.58 FEET TO AFORESAID CENTERLINE; THENCE ALONG SAID CENTERLINE RUN N89°59'54"E, A DISTANCE OF 459.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,012 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

That part of:

LOTS 5, 6 and that part of LOT 7, BLOCK 2, of the SUBDIVISION OF THE O'BRIEN ESTATE WILDWOOD, FLA., as recorded in Plat Book 2, Page 13 ½, Public Records of Sumter County, Florida, more particularly described follows:

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way, a distance of 156.34 feet to the POINT OF BEGINNING and end of this description.

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CONTAINING 720 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.	\$	2,800.00
	Improvements	2.	\$	2,400.00
	Real Estate Damages	3.	\$	22,800.00
	(Severance/Cost-to-Cure)			
	Agreed Adjustment	4.	\$	
	Value of Easement Acquired	5.	\$	550.00

	Incentive	6.	\$	13,368.00
	Total Real Property	7.	\$	41,918.00
(b)	Total Personal Property	8.	\$	
(c)	Fees and Costs			
	Attorney Fees	9.	\$	13,860.00
	Appraisal Fees	10.	\$	5,040.00
	Engineer Fees	11.	\$	5,617.50
	Fee(s)	12.	\$	
	Total Fees and Costs	13.	\$	24,517.50
(d)	Total Business Damages/Agreed Adjustment	14.	\$	42,082.00
(e)	Total of Other Costs	15.	\$	
	List:	16.	\$	
	Total Purchase Price (Add Lines 5, 6,10,11 and 12)	17.	\$	108,517.50
(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. This constitutes a final settlement of all amounts including business damages.
- (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.

(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.
- (3) Execute an Agreement affirming that the Grantee's use of the property conveyed herein will be limited to those improvements constructed as depicted in the construction plans and specifications attached hereto as composite *Exhibit "A"*, and (ii) if the improvements are not constructed according to those plans by Grantee, Grantor, or their successors or assigns, shall have the same remedies as would have been afforded to them had the case been resolved by verdict with said plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control Dist. v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974), cert. denied 310 So.2d 745 (Fla. 1975). §73.015(3), Fla. Stat.; and
- (4) The County will, subject to the County application/approval process grant the relocation of the driveway to the Subject Property, if and when requested.

(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 Statues. 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)

Buyer

LAWRENCE J. MARCHBANKS, P.A.

COUNTY OF SUMTER

By: _____
LAWRENCE J. MARCHBANKS, President

By: _____
BRADLEY ARNOLD, County Administrator

By: _____
TERESA R. NORVELL, Secretary

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this _____ day of _____ 2012.

By: _____
Signature

Bradley Arnold, County Administrator

Legal Review: _____ Date
