

SUBJECT: Sale of Parcel 1/East C-466
REQUESTED ACTION:
X Regular Meeting 2/12/13

CONTRACT: Attached

BUDGET IMPACT: \$ 58,715.00 plus closing costs

HISTORY/FACTS/ISSUES:

This contract emanates from the Sumter County Road Widening Project along East C-466 ("Project"). There are approximately 15 affected parcels. The Project is on schedule as of this date.

The parties have signed a Statement of Offer and Purchase Agreement for Parcel 1 and are prepared to close the transaction according to its terms. The contract is contingent upon Board Approval. Recommend Approval.

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

COUNTY ROAD No.: East C-466 / 3906 E C-466

COUNTY: Sumter

PARCEL No.: **D18=057 Parcel 1**

SELLER: **OXFORD UNITED METHODIST CHURCH, INC. A FLORIDA NON PROFIT 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:

THE WEST 278.87 FEET OF THE SOUTH 264 FEET OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAY FOR STATE ROAD 466 AND A STREET IN OXFORD.

LYING WITHIN THE FOLLOWING-DESCRIBED PARCEL:

COMMENCE AT A 3/4-INCH IRON PIPE MARKING THE EAST 1/4 CORNER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, RUN N00°02'13"E A DISTANCE OF 1331.07 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID NE 1/4 OF NE 1/4 RUN N89°49'19"W A DISTANCE OF 381.38 FEET; THENCE RUN N00°10'41"E A DISTANCE OF 2.96 FEET TO THE BASE LINE OF SURVEY FOR COUNTY ROAD 466 FOR THE POINT OF BEGINNING; SAID POINT BEING ON STATION 497+07.14; THENCE ALONG SAID BASE LINE RUN S89°54'15"W A DISTANCE OF 286.06 FEET TO STATION 494+21.08; THENCE DEPARTING SAID BASE LINE RUN N00°02'59"E A DISTANCE OF 85.00 FEET; THENCE N89°54'15"E A DISTANCE OF 16.00 FEET; THENCE S00°02'59"W A DISTANCE OF 20.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY 39.70 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°59'32" TO THE POINT OF COMPOUND CURVATURE; SAID CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 11445.00 FEET; THENCE RUN EASTERLY 244.74 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°13'31" TO A POINT ON THE WEST LINE OF PROPERTY DESCRIBED IN STIPULATED ORDER OF

{00374806}

TAKING, AS RECORDED IN O.R. BOOK 1190, PAGE 544, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE AND SOUTHERLY EXTENSION THEREOF RUN S00°03'29"W A DISTANCE OF 45.92 FEET TO THE POINT OF BEGINNING.

(CONTAINING 7,010 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.	\$	16,550.00
	Improvements	2.	\$	7,600.00
	Real Estate Damages		\$	
	(Severance/Cost-to-Cure)	3.		17,050.00
	Incentive	4.	\$	17,515.00
	Total Real Property	5.	\$	58,715.00
(b)	Total Personal Property	6.	\$	
(c)	Fees and Costs			
	Attorney Fees	7.	\$	
	Appraiser Fees	8.	\$	
	Fee(s)	9.	\$	
	Total Fees and Costs	10.	\$	
(d)	Total Business Damages	11.	\$	
(e)	Total of Other Costs	12.	\$	
	List:			
	Total Purchase Price (Add Lines 5, 6,10,11 and 12)	13.	\$	58,715.00
(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 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.
- (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)

Harold G. Oakley
Signature

Jan 26, 2013
Date

Buyer

COUNTY OF SUMTER

Harold G. Oakley
Type or print name

By: *[Signature]*

BRADLEY ARNOLD, Signature

Date *1-14-13*

Signature

Date

Type or print name

Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this _____ day of _____ 2013.

By: _____
Signature

Bradley Arnold, County Administrator

Legal Review: _____
Date