

SUBJECT: Sale of Parcel 3/466A

REQUESTED ACTION:

X Regular Meeting 2/12/13

CONTRACT: Attached (revised to delete section Section III(b) removing contingency of board approval thereby constituting a bona fide offer)

BUDGET IMPACT: \$46,525.00 plus fees and closing costs.

HISTORY/FACTS/ISSUES:

This contract emanates from the Sumter County Road Widening Project along 466A ("Project"). There are approximately 50 affected parcels. The Project is on schedule as of this date. The parcels have been divided into 6 groups for presentation of offers of acquisition in anticipation of eminent domain proceedings.

The contract has been revised to eliminate being contingent upon Board Approval.  
Recommend Approval.

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

COUNTY ROAD No.: 466A / Cleveland Ave.

COUNTY: Sumter

PARCEL No.: **G06=001 & G06-002 Parcel 3**

SELLER: **EARTHSCAPES UNLIMITED, INC., a Florida 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:

Parcel 1:

Begin 296.0 feet West of the SE corner of the NE ¼ for Beginning, Run West 124.0 feet, North 209.2 feet, East 124.0 feet, South 209.2 feet to Beginning, Lying in Section 6, Township 19 South, Range 23 East, Sumter County, Florida.

AND Begin 420.00 feet West and 30.00 feet North of SE corner of NE ¼ Section 6, Township 19 South, Range 23 East, for Point of Beginning; run West a distance of 34.00 feet, and thence North 22° East a distance of 90.78 feet and thence South a distance of 84.15 feet to the Point of Beginning.

AND LESS AND EXCEPT THE FOLLOWING TRACT DEEDED TO THE CITY OF WILDWOOD:

Begin 381.60 feet West and 209.20 feet North of the SE corner of NE ¼ Section 6, Township 19 South, Range 23 East, for Point of Beginning; Run West a distance of 38.40 feet; and thence South a distance of 95.05 feet; and thence North 22° East a distance of 102.54 feet to the Point of Beginning,

ALSO LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY S-466A, as described in that certain Deed recorded in Deed Book 135, Page 300, of the Public Records of Sumter County, Florida.

Parcel 2:

Begin 70 yards West of the SE corner of the NE ¼ for beginning, thence run West 85.0 feet, North 209.2 feet, East 85.0 feet, South 209.2 feet to the Point of Beginning, LESS AND EXCEPT 30.0 feet on the South side for road right of way. This property is located in Section 6, Township 19 South, Range 23 East,

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Sumter County, Florida.

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 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 EAST 1/4 CORNER OF SECTION 6; (SAID POINT ALSO BEING THE WEST 1/4 CORNER OF SECTION 5); THENCE 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 454.98 FEET TO STATION 13+57.60 FEET; THENCE DEPARTING SAID CENTERLINE RUN N00°00'06"W, A DISTANCE OF 30.00 FEET; THENCE N21°56'54"E, A DISTANCE OF 49.68 FEET; THENCE S10°58'57"E, A DISTANCE OF 43.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7465.00 FEET TO WHICH A RADIAL LINE BEARS S01°57'20"E; THENCE RUN EASTERLY 149.08 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°08'39", CHORD BEARING AND DISTANCE OF N87°28'20"E, 149.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7535.00 FEET; THENCE RUN EASTERLY 68.86 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°31'25"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN N00°01'04"W, A DISTANCE OF 5.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7540.00 FEET TO WHICH A RADIAL LINE BEARS N02°34'29"W; THENCE RUN EASTERLY 210.46 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°35'57", CHORD BEARING AND DISTANCE OF N88°13'30"E, 210.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 2385 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

That part of:

Parcel 1:

Begin 296.0 feet West of the SE corner of the NE ¼ for Beginning, Run West 124.0 feet, North 209.2 feet, East 124.0 feet, South 209.2 feet to Beginning, Lying in Section 6, Township 19 South, Range 23 East, Sumter County, Florida.

AND Begin 420.00 feet West and 30.00 feet North of SE corner of NE ¼ Section 6, Township 19 South, Range 23 East, for Point of Beginning; run West a distance of 34.00 feet, and thence North 22° East a distance of 90.78 feet and thence South a distance of 84.15 feet to the Point of Beginning.

AND LESS AND EXCEPT THE FOLLOWING TRACT DEEDED TO THE CITY OF WILDWOOD:

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Begin 381.60 feet West and 209.20 feet North of the SE corner of NE ¼ Section 6, Township 19 South, Range 23 East, for Point of Beginning; Run West a distance of 38.40 feet; and thence South a distance of 95.05 feet; and thence North 22° East a distance of 102.54 feet to the Point of Beginning,

ALSO LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY S-466A, as described in that certain Deed recorded in Deed Book 135, Page 300, of the Public Records of Sumter County, Florida.

Parcel 2:

Begin 70 yards West of the SE corner of the NE ¼ for beginning, thence run West 85.0 feet, North 209.2 feet, East 85.0 feet, South 209.2 feet to the Point of Beginning, LESS AND EXCEPT 30.0 feet on the South side for road right of way. This property is located in Section 6, Township 19 South, Range 23 East, Sumter County, Florida.

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 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 247.63 FEET TO STATION 15+64.94 FEET; THENCE DEPARTING SAID CENTERLINE RUN N00°00'06"W, A DISTANCE OF 41.55 FEET TO PROPOSED RIGHT-OF-WAY LINE OF COUNTY ROAD 466-A FOR THE POINT OF BEGINNING; THENCE N02°51'35"W, A DISTANCE OF 5.00 FEET; THENCE N87°09'33"E, A DISTANCE OF 4.94 FEET; THENCE N02°47'05"W, A DISTANCE OF 12.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7548.00 FEET TO WHICH A RADIAL LINE BEARS N02°54'50"W; THENCE RUN EASTERLY 33.21 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°15'08", CHORD BEARING AND DISTANCE OF N87°12'44"E, 33.21 FEET; THENCE ALONG A NON-RADIAL LINE RUN S00°01'04"E, A DISTANCE OF 18.02 FEET TO AFORESAID PROPOSED RIGHT-OF-WAY; SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7535.00 FEET TO WHICH A RADIAL LINE BEARS N02°34'35"W; THENCE RUN WESTERLY 37.28 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 00°17'00", CHORD BEARING AND DISTANCE OF S87°16'55"W, 37.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 614 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.**

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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.	\$	7,200.00
	Improvements	2.	\$	3,000.00
	Real Estate Damages	3.	\$	21,300.00
	(Severance/Cost-to-Cure)			
	Value of Easement Acquired	4.	\$	500.00
	Incentive	5.	\$	14,525.00
	<b>Total Real Property</b>	6.	\$	46,525.00
<b>(b)</b>	<b>Total Personal Property</b>	7.	\$	
<b>(c)</b>	<b>Fees and Costs</b>			
	Attorney Fees	8.	\$	
	Appraiser Fees	9.	\$	
	Fee(s)	10.	\$	
	<b>Total Fees and Costs</b>	11.	\$	
<b>(d)</b>	<b>Total Business Damages</b>	12.	\$	
<b>(e)</b>	<b>Total of Other Costs</b>	13.	\$	
	<b>List:</b>		\$	
	<b>Total Purchase Price (Add Lines 5, 6,10,11 and 12)</b>		\$	46,525.00
<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.** This section has been intentionally deleted.
- (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)**  
**EARTHSCAPES UNLIMITED, INC. a Florida Corporation**

**Buyer**  
**COUNTY OF SUMTER**

By: \_\_\_\_\_  
DAVID GRUBER, President

By: \_\_\_\_\_  
BRADLEY ARNOLD, County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
WILLIAM GRUBER, Vice President

\_\_\_\_\_  
Date

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IV. FINAL COUNTY ACCEPTANCE

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

By: \_\_\_\_\_  
Signature Bradley Arnold, County Administrator

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

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