SUBJECT: Sale of Parcel 47/466A
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: $44,273.00 plus fees and closing costs.

HISTORY/FACTS/ISSUES:

This contract eminates 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.:	**G05=062 Parcel 47**
SELLER:	**NATHANIEL HAROLD NESMITH** (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. 47 COUNTY ROAD 466-A**

That part of:

Begin 700.0 feet East of the Northwest corner of the Southwest 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, run thence South 194.0 feet, East 140.0 feet, North 194.0 feet, West 140.0 feet to the Point of Beginning, LESS road right of way on the North and East sides.

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 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 433.65 FEET TO STATION 22+46.22 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S89°58'06"E, A DISTANCE OF 4390.16 FEET TO STATION 66+36.38; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN S00°01'54"W, A DISTANCE OF 0.15 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE S00°01'54"W, A DISTANCE OF 89.50 FEET; THENCE PARALLEL WITH

AFORESAID CENTERLINE RUN N89°58'06"W, A DISTANCE OF 233.69 FEET; THENCE N88°58'06"W, A DISTANCE OF 151.60 FEET; THENCE N89°58'06"W, A DISTANCE OF 712.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,978.00 FEET; THENCE RUN WESTERLY 468.22 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°10'03"; THENCE ALONG A NON-TANGENT LINE RUN N86°15'25"W, A DISTANCE OF 320.72 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 22,874.00 FEET TO WHICH A RADIAL LINE BEARS N01°59'53"E, CHORD BEARING AND DISTANCE OF N88°22'00"W, 291.21 FEET; THENCE RUN WESTERLY 291.21 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°43'46"; THENCE ALONG A NON-TANGENT LINE RUN N00°01'15"W, A DISTANCE OF 3.33 FEET; THENCE N89°58'06"W, A DISTANCE OF 315.00 FEET; THENCE N00°01'15"W, A DISTANCE OF 5.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 22,878.00 FEET TO WHICH A RADIAL LINE BEARS N00°28'46"E, CHORD BEARING AND DISTANCE OF S89°44'40"W, 178.91 FEET; THENCE RUN WESTERLY 178.91 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°26'53" TO THE POINT OF TANGENCY; THENCE 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 22,958.00 FEET; THENCE RUN WESTERLY 801.65 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°00'02"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N00°01'54"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 1082 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
		Improvements	2.	$	4,200
		Real Estate Damages	3.	$	24,800
		(Severance/Cost-to-Cure)			
		Incentive	4.	$	13,973
	Total Real Property		5.	$	44,273
(b)	**Total Personal Property**		6.	$	0
(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**)			$	
(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**. 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 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**
_____	**COUNTY OF SUMTER**
Signature Date	
_____	By: _____
Type or print name	BRADLEY ARNOLD, Signature
	Date
_____	
Signature Date	
_____	_____
Type or print name	Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

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

By: _____ _____
Signature Bradley Arnold, County Administrator

Legal Review: _____
Date

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