SUBJECT: Sale of Parcel 32/466A
REQUESTED ACTION:
X Regular Meeting 2/12/13

CONTRACT: Attached

BUDGET IMPACT: $134,231.00 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.

To date, there are 3 Parcel Owners who have agreed to an amicable taking by the County. To that end, the parties have signed a Purchase and Sale Agreement for Parcel 32 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 466A Right Of Way Expansion/Construction**

| | |
|---|---|
| COUNTY ROAD No.: | 466A / Cleveland Ave. |
| COUNTY: | Sumter |
| PARCEL No.: | **G05=122 Parcel 32** |
| SELLER: | **GLEN T. HENSON AND BELINDA C. HENSON, HUSBAND AND WIFE** (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 , Perpetual Easement for Harmonizing and Temporary Construction Easement**

(b) Real property described as:

**PARCEL NO. 32** **COUNTY ROAD 466-A**
**That part of:**
**The East 200.0 feet of the West 400.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, Less and except that portion conveyed to the County of Sumter, State of Florida, for the use and benefit of the State Road Department of Florida, as described in that certain Quit-Claim Deed recorded in Deed Book 134, Page 387, of the Public Records of Sumter County, Florida.**

**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 7404 SQUARE FEET, MORE OR LESS.**

**TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:**

**PARCEL NO. 32 - TEMPORARY CONSTRUCTION EASEMENT**
**COUNTY ROAD 466-A**
**That part of:**

**The East 200.0 feet of the West 400.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, Less and except that portion conveyed to the County of Sumter, State of Florida, for the use and benefit of the State Road Department of Florida, as described in that certain Quit-Claim Deed recorded in Deed Book 134, Page 387, of the Public Records of Sumter County, Florida.**

**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 4184.34 FEET TO STATION 59+96.91 FEET; THENCE S00°01'54"W, A DISTANCE OF 87.00 FEET TO PROPOSED RIGHT-OF-WAY FOR THE POINT OF BEGINNING; THENCE S00°00'44"E, A DISTANCE OF 34.70 FEET; THENCE S89°58'06"E, A DISTANCE OF 25.00 FEET; THENCE N00°00'44"W, A DISTANCE OF 34.70 FEET TO SAID PROPOSED RIGHT-OF-WAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY RUN N89°58'06"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.**

**THE LAND HEREIN DESCRIBED CONTAINS 867 SQUARE FEET, MORE OR LESS.**

**TOGETHER WITH A PERPETUAL EASEMENT FOR HARMONIZING DESCRIBED AS FOLLOWS:**
**That part of:**

**The East 200.0 feet of the West 400.00 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida, Lying within the parcel of land between the following-described CR 466A right-of-way line and a line parallel with and 8.0 feet South of the following described CR 466A right-of-way line:**

**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; 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 FOR THE POINT OF BEGINNING; 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" TO THE END OF THIS DESCRIBED CR466A RIGHT-OF-WAY LINE.**

(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. | $ | 66,650.00 |
| | | Incentive | 2. | $ | 28,256.00 |
| | | Real Estate Damages | 3. | $ | 5,500.00 |
| | | Companion Easement | 4. | $ | 2,100.00 |
| | | Agreed Adjustment | 5. | $ | 12,994.00 |
| | **Total Real Property** | | 5. | $ | 115,500.00 |
| **(b)** | **Total Personal Property** | | 6. | $ | N/A |
| **(c)** | **Fees and Costs** | | | | N/A |
| | | Attorney Fees | 7. | $ | 7,621.00 |
| | | Appraiser Fees | 8. | $ | 2,920.00 |
| | | Engineer Fees | 9. | $ | 8,190.00 |
| | | Fee(s) | 9. | $ | |
| | **Total Fees and Costs** | | 10. | $ | 18,731.00 |
| **(d)** | **Total Business Damages** | | 11. | $ | N/A |
| **(e)** | **Total of Other Costs** | | 12. | $ | |
| | **List:** | | | | |
| **Total Purchase Price** (Add Lines **5, 6,10,11** and **12**) | | | | $ | 134,231.00 |
| **(f)** | Portion of Total Purchase Price to be paid to Seller by Buyer at Closing | | | $ | 100% |
| **(g)** | Portion of Total Purchase Price to be Paid to Seller by Buyer upon surrender of possession | | | $ | 100% |

*NOTE: The Seller confirms that Seller requested the County to redesign the slope of Seller's Property adjacent to County-owned lands to eliminate the need for a retaining wall and further to provide a gradual slope beyond the easement premises and the County has agreed to do so. Seller therefore waives any rights Seller may have to have appraised those portions of Seller's Property which shall be subject to the Perpetual Harmonizing Easement described in Section (g) below or to receive reimbursement of the value of such easement area and further waives the right to receive reimbursement for any rights of entry described hereinbelow or any fees and costs related thereto and accepts the proceeds stated herein in full satisfaction of

the County's obligations to Seller under this Purchase Agreement.

**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 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 in form and substance acceptable to Buyer and the Title Company a Perpetual Harmonizing Easement which shall contain a provision for the automatic extinguishment of such easement over property described on the Perpetual Harmonizing Easement attached Exhibit (g)(2);
*(3)* Execute and deliver to Buyer in form and substance acceptable to Buyer and the Title Company such documentation to grant Buyer a right of entry into that portion of Seller's Property for the purpose of harmonizing slope which entry right shall contain a provision for the automatic extinguishment of such right of entry upon terms and conditions acceptable to the parties;
*(4)* Execute and deliver to Buyer a Temporary Construction Easement in form and substance acceptable to Buyer and the Title Company to grant Buyer access to Construct a replacement driveway measured at the new Right of Way Line in the area identified said Easement;
*(5)* 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;
*(6)* 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;
*(7)* 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;
*(8)* Execute and deliver to Buyer and the Title Company a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company; and
*(9)* Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, proration's and closing costs as set forth herein.
*(10)* Deliver up occupancy of the Property at Closing. Any occupancy beyond closing must be under a separate lease agreement; and
*(11)* Execute and deliver such other documents as may be required by this Agreement.

(h) **Buyer's Obligations at Closing and for Construction**. Contemporaneously with the performance by Seller of its obligations at Closing, Buyer shall perform the following at closing and during construction:

*(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)* Construct a replacement driveway measured at the new Right of Way Line in the configuration and location identified on Exhibit (h)(2) and in the Temporary Construction Easement. Said driveway shall have a maximum slope of 8%;

*(3)* Eliminate its proposed retaining wall and construct an earthen embankment within the Seller-owned land adjacent to Buyer's Property to, inter alia, support the back of the sidewalk and the other road improvements being constructed as part of the Project in the location and configuration as shown on Exhibit (h)(2) and on a Perpetual Harmonizing Easement. Said embankment shall be constructed at a10:1 slope within the Perpetual Harmonizing Easement and at a 10:1 slope outside of the Perpetual Harmonizing Easement with a goal to channeling any drainage away from the house

*(4)* Buyer will promptly cause to be repaired any damage to Seller's property caused by Buyer, its agents, contractors or subcontractors;

*(5)* Buyer shall construct its roadway improvements in accordance with Buyer's modified construction plans, a portion of which is attached as Exhibit (h)(5) and as further detailed herein in good workman like condition

*(6)* To the extent permissible under Section 768.28 F.S. and any other applicable law, Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, actions, causes of action, demand, liabilities, losses or damage of a civil nature or asserted in a civil proceeding or alternative dispute resolution, including payment of necessary litigation expenses and reasonable attorneys' fees, for personal injury (including death) or property damage caused by Buyer, its agents, or employees, arising out of or relating to the rights granted herein or being conveyed, provided however, that Seller shall not be indemnified or held harmless from liability caused by intentional, wrongful or negligent acts of Seller or its agent, officers or employees

*(7)* Buyer shall pay for the recording of any document(s) and for documentary stamps, if they are required to be affixed to the instrument of conveyance

*(8)* 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

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Legal Review: _____

Date

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