

WALK ON County Attorney

SUBJECT: Item 8.2. WALK ON: Request Approval of Property Acquisition Agreement, in lieu of Condemnation, Associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00

The attached walk-on item is requesting the Board to review and approve a purchase agreement between Marion County and sellers Richard D. Flint and Stephanie J. Cox-Flint for an improved one-acre parcel, in the amount of \$636,375.50. The property is improved with a single-family residence and accessory building that was used for a crafting business. The price includes the real property value, value of damages to the business, relocation costs and attorney fees. The County may be able to provide utilities to the single-family residence for affordable housing or make use of the remaining lot.



Marion County

Board of County Commissioners

Meeting Agenda

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2323
Fax: 352-438-2324

District 1 – Craig Curry, Commissioner
District 2 – Kathy Bryant, Chairman
District 3 – Matt McClain, Commissioner
District 4 – Carl Zalak, III, Vice-Chair
District 5 – Michelle Stone, Commissioner

Wednesday, March 5, 2025

9:00 AM

**McPherson Governmental
Campus Auditorium**

-
- 8.2.** WALK ON: Request Approval of Property Acquisition Agreement, in lieu of Condemnation, Associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00 (Budget Impact - Neutral)



Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-18377

Agenda Date: 3/5/2025

Agenda No.: 8.2.

SUBJECT:

WALK ON: Request Approval of Property Acquisition Agreement, in lieu of Condemnation, Associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00 (Budget Impact - Neutral)

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

This is a request for the Board to review and approve a purchase agreement between Marion County and sellers Richard D. Flint and Stephanie J. Cox-Flint for an improved one-acre parcel, for the above-referenced road project. The property is improved with a single-family residence and an accessory building where Mr. Flint has for years carried on a business of crafting custom-made bridles and other leather goods for the equine market. The original approach was a partial acquisition of the property, but it has been determined that the severance damages justifies acquisition of the entire one-acre property, as there may be significant issues related to re-establishment of utilities to the remainder parcel.

The property owner engaged the services of eminent domain attorney Charles Forman, who in turn engaged the services of a real estate appraiser, a civil engineer to evaluate the damages to the remainder of a partial taking, and a business valuation expert to determine the value of damages to the business. This settlement is the culmination of negotiations and evaluations that have gone on for more than two years. The ultimate price includes the real property value, the value of damages to the business, re-location costs and the fees of attorney Forman, and his three consultants.

The settlement will avoid the expense of additional work by the County's appraiser, and the necessity of the County engaging the services of expert witnesses to counter the positions taken by Mr. Forman's consultants. As a result of the acquisition, the County may eventually be able to provide utilities to the single-family residence and use if for affordable housing, or alternatively, may have use for the remaining lot. Further, Mr. Flint is conveying his machinery and equipment from his business to the County.

BUDGET/IMPACT:

Transportation Capital Projects Fund, STC073813-VJ738541-561301- \$636,375.50, less value of acquired property and assets.

RECOMMENDED ACTION:

Motion to approve the Property Agreement, in lieu of Condemnation, associated with the NW 49th St Phase 3A Road Project, Parcel ID #13550-000-00.

This instrument prepared by:
412 SE 25th Avenue
Ocala, FL. 34471

February 28, 2025

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: NW 49th St Phase 3A Road Project
Project Parcel #: 18
Parcel ID #: 13550-000-00

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Richard D. Flint and Stephanie J Cox-Flint**, husband and wife, having a mailing address of 4920 NW 49th Ave, Ocala, FL 34482 hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) Real estate or interest therein, identified as Parcel ID #: 13550-000-00 and further shown on Right of Way Maps and/or Sketch of Description for the NW 49th St Phase 3A project incorporated herein by reference and attached as Exhibit "A".

- (x) Fee Simple
- () Temporary Construction Easement
- () Permanent Easement
- () Leasehold Interest

- (b) Personal property identified as follows:
Machinery equipment and all business assets for Albright's Leather Halters

II. PURCHASE PRICE

(a) Itemized purchase price, fees and costs:	
Land and Improvements (1AC or 43,560SF)	\$ <u>358,500.00</u>
Business Damages (Severance/Cost-to-Cure)	\$ <u>134,022.00</u>
Other: <u>Business Expert Fee</u>	\$ <u>18,838.00</u>
Other: <u>Attorney Fee Business Claim Damages</u>	\$ <u>13,400.00</u>
Other: <u>Expert Fees</u>	\$ <u>24,205.50</u>
Other: <u>Real Estate Attorney Fees</u>	\$ <u>67,410.00</u>
Other: <u>Move Cost</u>	\$ <u>20,000.00</u>

Sub-Total \$ 636,375.50

- (b) Amount to be paid by BUYER to SELLER at closing including fees and costs.
\$ 636,375.50

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.
- (b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. The purchase amount is inclusive of all fees and costs associated with the acquisition of the Property. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.
- (c) SELLER is responsible for delivering unencumbered fee simple title to BUYER by general warranty deed at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.
- (e) Other: _____

IV. CLOSING DATE

- (a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

- (a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.

There () is (X) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

(Signature)

(Print or type name)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

COUNTY ATTORNEY

SELLER:

(Signature)

Richard D. Flint

(Print or type name)

(Date)

(Signature)

Stephanie J. Cox-Flint

(Print or type name)

(Date)

BUYER:

**MARION COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS**

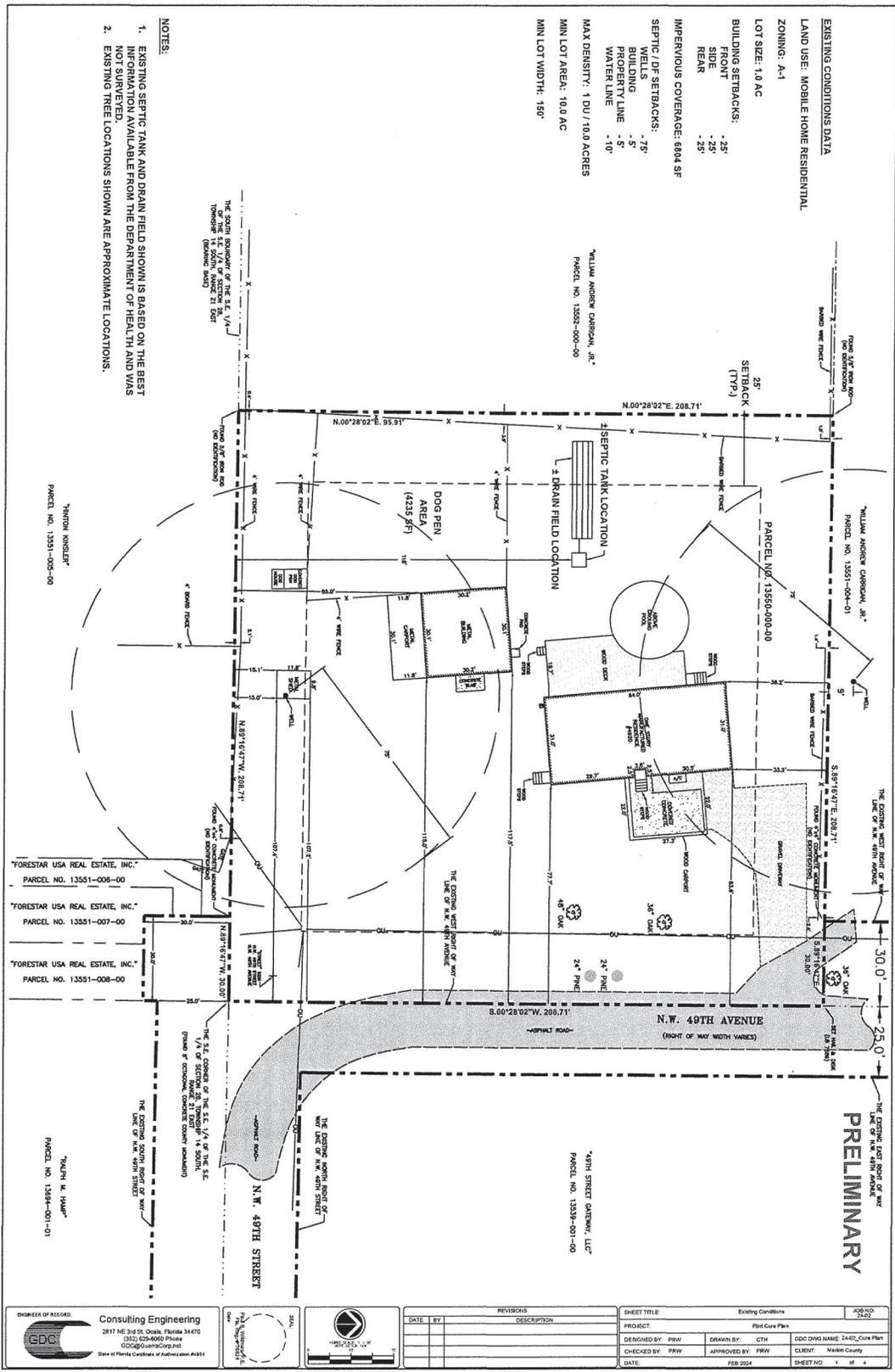
BY: KATHY BRYANT, CHAIRMAN

(Date)

EXHIBIT 'A'

PID# 13550-000-00

One (1) acre square in shape in the Southeast Corner of the Southeast Quarter of the Southeast Quarter
(SE 1/4 of SE 1/4) of Section 28, Township 14 South, Range 21 East, Marion County, Florida

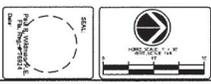


EXISTING CONDITIONS DATA
LAND USE: MOBILE HOME RESIDENTIAL
ZONING: A-1
LOT SIZE: 1.0 AC
BUILDING SETBACKS:
 FRONT - .25'
 SIDE - .25'
 REAR - .25'
IMPERVIOUS COVERAGE: 6004 SF
SEPTIC / DP SETBACKS:
 WELLS - .75'
 BUILDING - .5'
 PROPERTY LINE - .5'
 WATER LINE - .10'
MAX DENSITY: 1 DU / 10.0 ACRES
MIN LOT AREA: 10.0 AC
MIN LOT WIDTH: 180'

- NOTES:**
1. EXISTING SEPTIC TANK AND DRAIN FIELD SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE FROM THE DEPARTMENT OF HEALTH AND WAS NOT SURVEYED.
 2. EXISTING TREE LOCATIONS SHOWN ARE APPROXIMATE LOCATIONS.

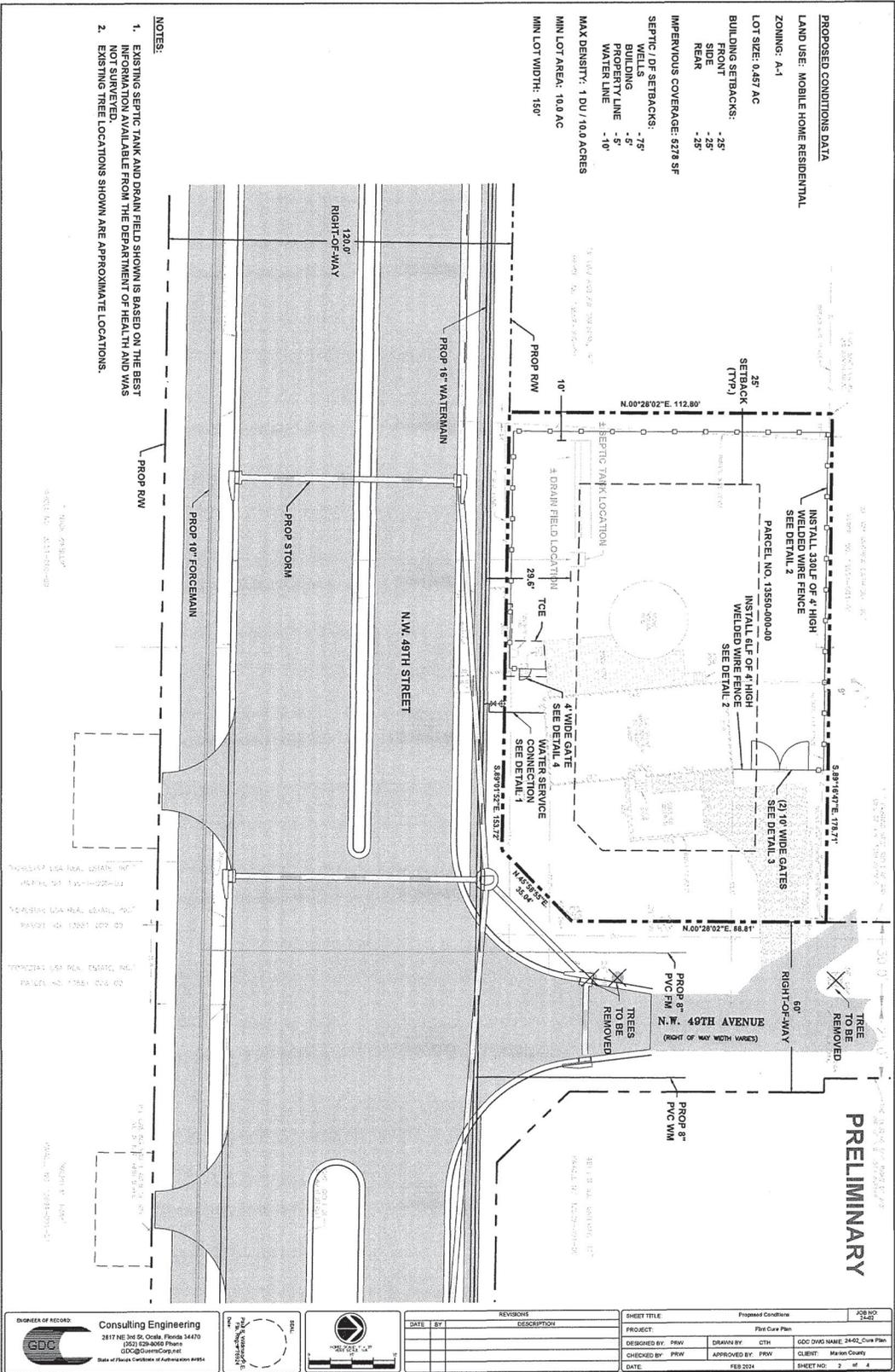
PRELIMINARY

ENGINEER OF RECORD:
GDC Consulting Engineering
 2817 NE 3rd St. Ocala, Florida 34470
 (352) 629-9000 Phone
 GDC@consultingeng.com
 State of Florida Certificate of Authorization #0024



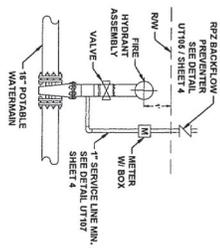
DATE	BY	REVISIONS	DESCRIPTION

SHEET TITLE		Existing Conditions	
PROJECT		First Cure Plan	
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 2442_Cure Plan	
CHECKED BY: PRW	APPROVED BY: PRW	CLIENT: Manatee County	
DATE: FEB 2024		SHEET NO: 1	OF 4

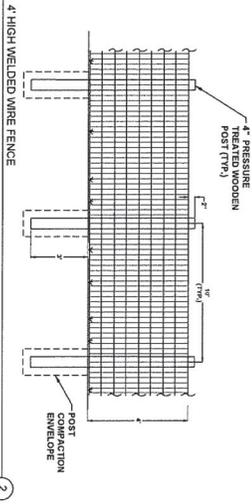


<p>Consulting Engineering 2817 NE 3rd St. Ocala, Florida 34470 (352) 528-8050 Phone GDC@GDCeng.com State of Florida Certificate of Authorization #9554</p>	<p>SCALE 1" = 100'</p>	REVISION DATE BY DESCRIPTION	SHEET TITLE Proposed Conditions Plot Care Plan	JOB NO. 2402
		DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 2402_Plot Care Plan
		CHECKED BY: PRW	APPROVED BY: PRW	CLIENT: Marion County
		DATE: FEB 2024	SHEET NO.: 2 of 4	

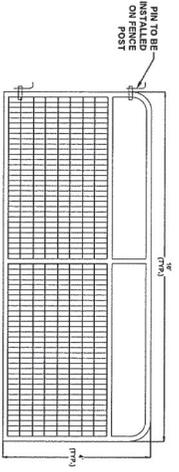
PRELIMINARY



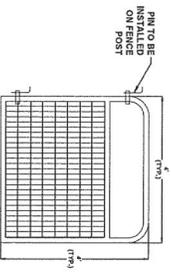
FIRE HYDRANT ASSEMBLY WITH HOUSEHOLD SERVICE LINE
NO SCALE 1



4\"/>



10\"/>



4\"/>

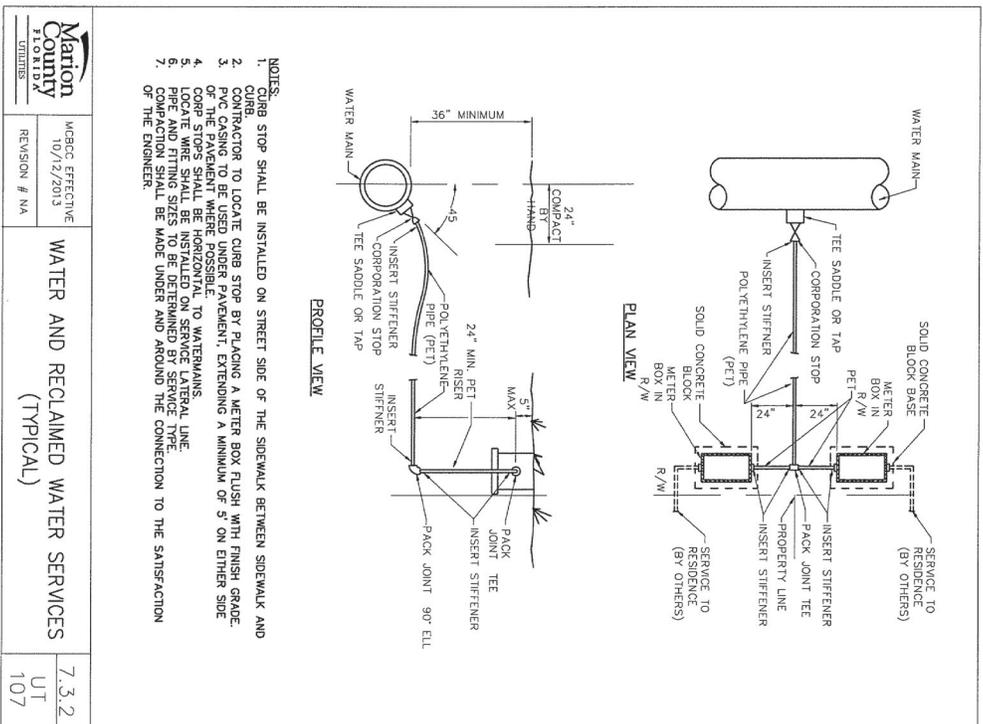
DATE	BY	DESCRIPTION

SHEET TITLE		Detail 1		SDG NO
PROJECT:		First Core Plan		1122
DESIGNED BY: PRW	DRAWN BY: CTH	SDG DWG NAME: 24-02_Core Plan	CLIENT: Manatee County	
CHECKED BY: PRW	APPROVED BY: PRW	DATE: FEB 2024	SHEET NO: 3	OF 4


Consulting Engineering
 2817 NE 3rd St. Osceola, Florida 34479
 (882) 629-4000 Phone
 GDC@GDCEngineering.com
State of Florida Certificate of Authorization #4954

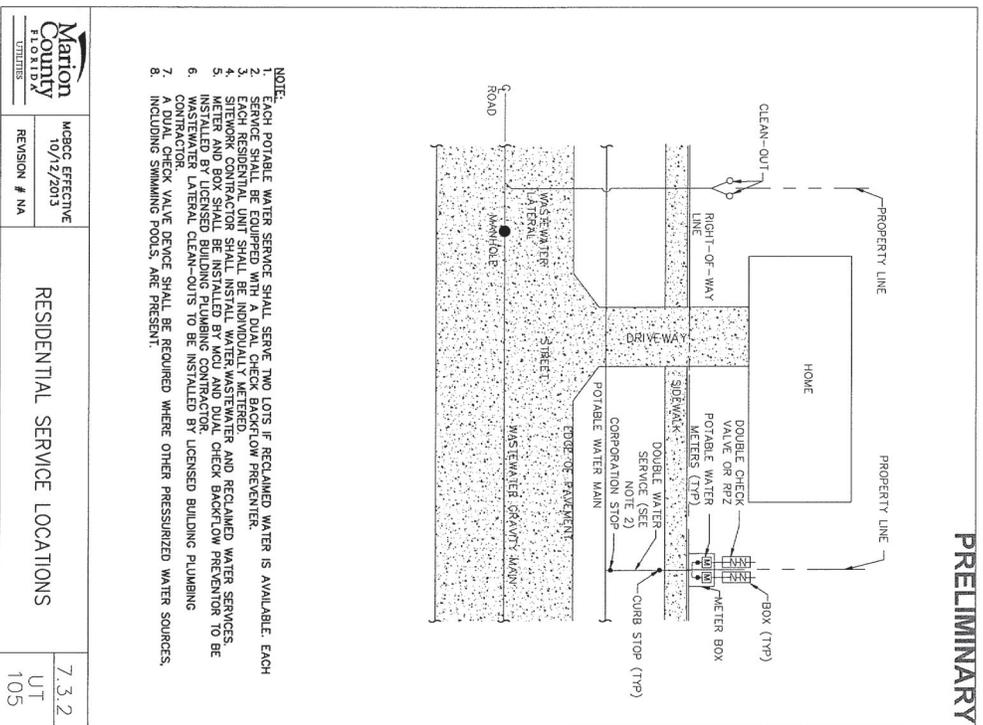

 SCALE: AS SHOWN
NOT TO BE USED FOR CONSTRUCTION





- NOTES:**
1. CURB STOP SHALL BE INSTALLED ON STREET SIDE OF THE SIDEWALK BETWEEN SIDEWALK AND DRIVEWAY.
 2. CONTRACTOR TO LOCATE CURB STOP BY PLACING A METER BOX FLUSH WITH FINISH GRADE.
 3. PVC CASING TO BE USED UNDER PAVEMENT, EXTENDING A MINIMUM OF 5' ON EITHER SIDE OF THE PAVEMENT WHERE POSSIBLE.
 4. CURB STOPS SHALL BE HORIZONTAL TO WATERMANS SERVICE LINE.
 5. ALL SERVICE LINES SHALL BE INSTALLED TO THE STREET SIDE OF THE SIDEWALK.
 6. PIPE AND FITTING SIZES TO BE DETERMINED BY SERVICE LINE.
 7. COMPACTION SHALL BE MADE UNDER AND AROUND THE CONNECTION TO THE SATISFACTION OF THE ENGINEER.

Marion County Florida UTILITIES
 MCBCC EFFECTIVE 10/12/2013
 REVISION # NA
WATER AND RECLAIMED WATER SERVICES (TYPICAL)
 7.3.2 UT 107



- NOTE:**
1. EACH POTABLE WATER SERVICE SHALL SERVE TWO LOTS IF RECLAIMED WATER IS AVAILABLE. EACH SERVICE SHALL BE EQUIPPED WITH A DUAL CHECK BACKFLOW PREVENTER.
 2. EACH RESIDENTIAL UNIT SHALL BE INDIVIDUALLY METERED.
 3. SITEWORK CONTRACTOR SHALL INSTALL WATER WASTEWATER AND RECLAIMED WATER SERVICES.
 4. CONTRACTOR SHALL CHECK FOR AND REPORT ALL EXISTING UTILITIES TO THE ENGINEER.
 5. ALL SERVICE LINES SHALL BE INSTALLED TO THE STREET SIDE OF THE SIDEWALK.
 6. WASTEWATER LATERAL CLEAN-OUTS TO BE INSTALLED BY LICENSED BUILDING PLUMBING CONTRACTOR.
 7. A DUAL CHECK VALVE DEVICE SHALL BE REQUIRED WHERE OTHER PRESSURIZED WATER SOURCES, INCLUDING SWIMMING POOLS, ARE PRESENT.

Marion County Florida UTILITIES
 MCBCC EFFECTIVE 10/12/2013
 REVISION # NA
RESIDENTIAL SERVICE LOCATIONS
 7.3.2 UT 105

<p>ENGINEER OF RECORD: Consulting Engineering 2817 NE 3rd St. Ocala, Florida 34410 (352) 629-4000 Phone CEC@consultingeng.com Date of Florida Certificate of Authorization 8/20/14</p>		REVISION	DATE	BY	DESCRIPTION
SHEET TITLE: Detail 2 PROJECT: First Cure Plan DESIGNED BY: PRW DRAWN BY: CTH GDC DWG NAME: 24-02_Curb Plan CHECKED BY: PRW APPROVED BY: PRW CLIENT: Marion County DATE: FEB 2024 SHEET NO: 4 of 4					