

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

February 20, 2023

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

Project: Emerald Rd Extension
Project Parcel # N/A
Parcel ID #: 9012-0164-14

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **JOSEPH B. HANSEN** and **JENNIFER L. HANSEN**, having a mailing address of 2332 Willow Hills Drive, Sandy, UT 84093-1890, 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 #: 9012-0164-14 and further shown on Right of Way Maps and/or Sketch of Description for the Emerald Shores Extension 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:

N/A

II. PURCHASE PRICE

(a) Itemized purchase price, fees and costs:

Land and Improvements (23,232 SF/0.53 AC)	\$ 320,000.00
Damages (Severance/Cost-to-Cure)	\$ 0.00
Other: <u>N/A</u>	\$ 0.00
Other: <u>N/A</u>	\$ 0.00
Sub-Total	\$ 320,000.00

(b) Amount to be paid by BUYER to SELLER at closing including fees and costs. \$ 320,000.00

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 title to BUYER 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: This agreement is inclusive of all fees and costs associated with this transaction.

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:

Jack Clark

(Signature)

Jack Clark

(Print or type name)

J. Clark

(Signature)

Karen Nelson

(Print or type name)

Karen Nelson

(Signature)

Linda Verner

(Print or type name)

Linda Verner

(Signature)

Jeff Wilkinson

(Print or type name)

Jeff Wilkinson

(Signature)

Jeff Wilkinson

(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:

Elizabeth Alt
ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

Revised: 4-2020

SELLER:

Joseph B. Hansen

(Signature)

Joseph B. Hansen

(Print or type name)

2-23-23

(Date)

Jennifer L. Hansen

(Signature)

Jennifer L. Hansen

(Print or type name)

2/27/2023

(Date)

BUYER:

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

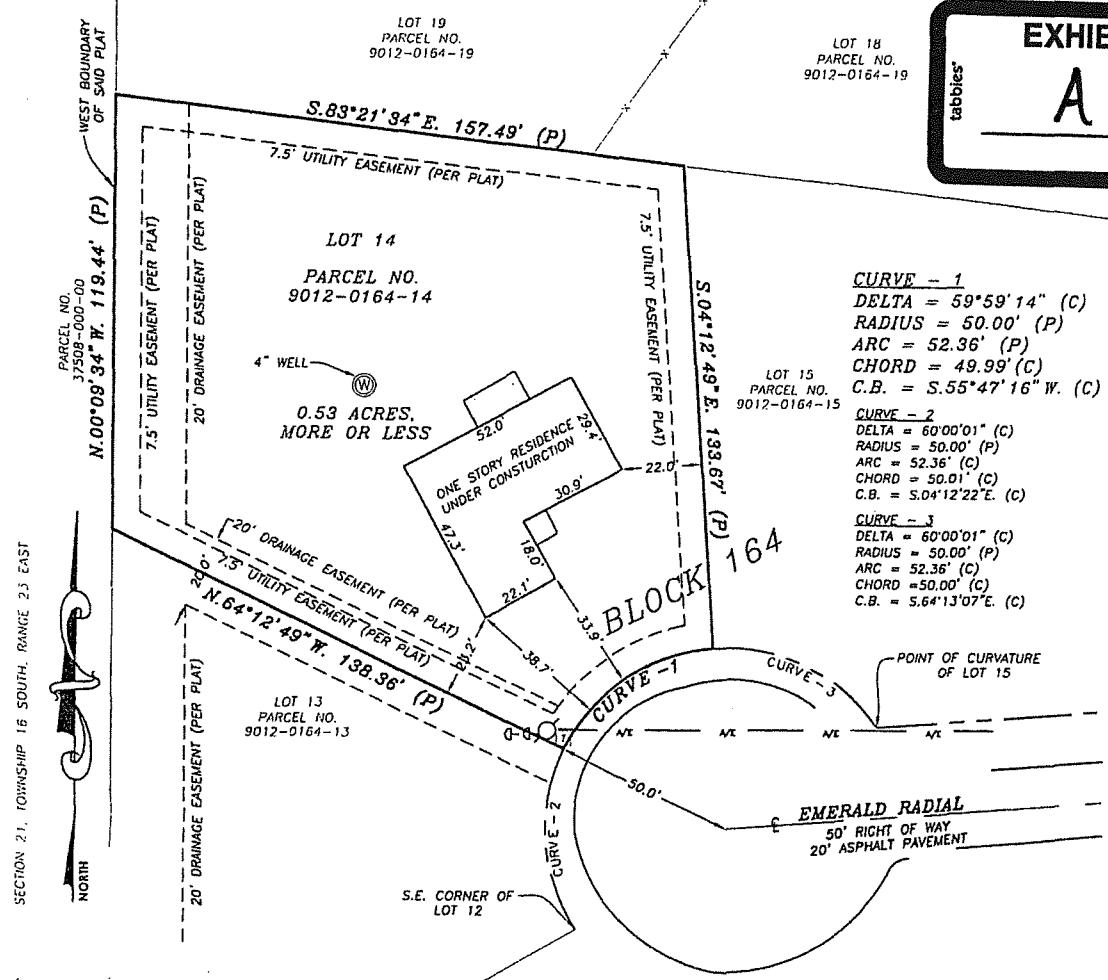
BY: CRAIG CURRY, CHAIRMAN

(Date)

SKETCH OF DESCRIPTION FOR:
MARION COUNTY

EXHIBIT

A



DESCRIPTION:

PER WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7648, PAGE 411, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LOT 14, BLOCK 164, SILVER SPRINGS SHORES UNIT NO. 12, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "J", PAGE 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

NOTES:

- DATE OF SKETCH: JUNE 9, 2022
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF LOT 12 AS BEING N.00°09'34"W.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

LEGEND UNLESS OTHERWISE NOTED

- £ = CENTERLINE OF RIGHT OF WAY
- C.B. = CHORD BEARING
- (C) = CALCULATED MEASUREMENT
- (P) = PLAT DIMENSION
- = WOOD POWER POLE
- = ELECTRIC BOX
- = GUY ANCHOR
- = TELEPHONE BOX
- = CABLE BOX
- AE = AERIAL ELECTRIC
- DC = DENOTES CONCRETE
- AS = DENOTES ASPHALT

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472:027, FLORIDA STATUTES.

7/1/2022

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897

OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Orlando Professional Plus • 1309 S E 21st Loop Suite 103 Ocala, FLORIDA 34471
PHONE (352) 622-3132 FAX (352) 363-3771 • www.rmbarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER - CERTIFICATE OF AUTHORIZATION NO. 10-501
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	C.A.M.	J.O.# 19104
REVISED:		DWG.# 19104 ROUTE SK
CHECKED:	T.P.B.	LOT 14, BLK 164
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © JUNE, 2022