

This instrument prepared by:  
Office of County Engineer  
412 SE 25<sup>th</sup> Avenue  
Ocala, FL. 34471

September 10, 2021

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

Project: CR 225A & Hwy 27 Intersection  
Project Parcel #: 20 – 118 DE 5A TCE 2A  
Parcel ID #: 13672-001-03 (a portion of)

## **PURCHASE AGREEMENT**

THIS **AGREEMENT** is made by and between: **TAMI BOBO**, as Trustee of the Tami Bobo Revocable Living Trust, dated September 29, 2015, having a mailing address of 4560 NW 90<sup>th</sup> Avenue, 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 #: 13672-001-03 (a portion of) and further shown on Right of Way Maps and/or Sketch of Description for the CR 225A & Hwy 27 Intersection project incorporated herein by reference and attached as Exhibit "A".

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

- (b) Personal property identified as follows:

N/A

#### **II. PURCHASE PRICE**

(a) Permanent Drainage Easement 5A (1,712.42 SF or .04 AC)	\$ 3,000.00
Temporary Construction Easement 2A (500 SF or .01 AC)	\$ 500.00
Improvements	
Trees	\$ 4,500.00
Attorney Fees and Costs (\$1,143.33 + \$1,500)	\$ <u>2,643.33</u>
<b>Total</b>	<b>\$ 10,643.33</b>

- (b) Amount to be paid by **BUYER** to **SELLER** at closing including fees and costs. \$ 10,643.33

### 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: Driveway to be constructed as depicted on Exhibit B1 & depicted at station 533+60.11 shown on Exhibit B2.

### 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.

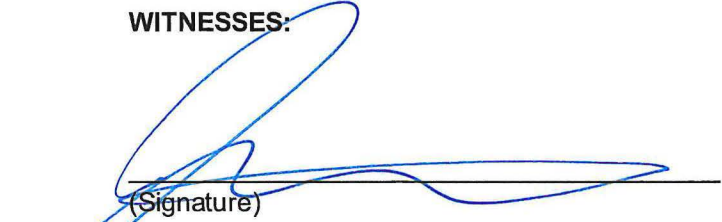
There ( ) is (X) is not an addendum to this agreement.

### VI. ENTIRE AGREEMENT

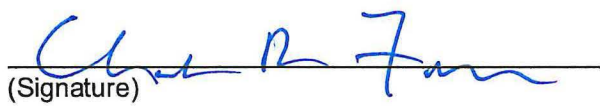
- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, 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)

Joseph Harratty  
\_\_\_\_\_  
(Print or type name)

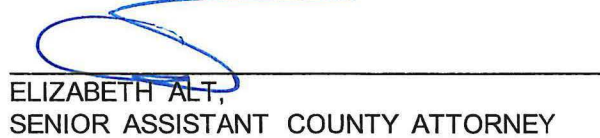
  
\_\_\_\_\_  
(Signature)

Charles R. Ferraro  
\_\_\_\_\_  
(Print or type name)

**ATTEST:**

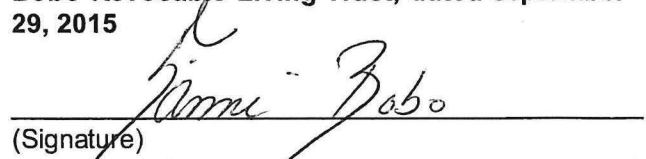
\_\_\_\_\_  
GREGORY C. HARRELL,  
CLERK OF THE COURT

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
ELIZABETH ALT,  
SENIOR ASSISTANT COUNTY ATTORNEY

Revised: 4-2020

**SELLER: TAMI BOBO, as Trustee of the Tami Bobo Revocable Living Trust, dated September 29, 2015**

  
\_\_\_\_\_  
(Signature)

Tami Bobo, as Trustee  
\_\_\_\_\_  
(Print or type name)

9-24-21  
\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
BY: JEFF GOLD, CHAIRMAN

\_\_\_\_\_  
(Date)

**SKETCH OF DESCRIPTION  
FOR:  
MARION COUNTY**

**DESCRIPTION: (DRAINAGE EASEMENT 5A)**

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6955, PAGE 1424, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°32'31"W., ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 170.89 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'29"E., A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°10'26"E., A DISTANCE OF 10.00 FEET; THENCE S.00°32'31"W., PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 171.25 FEET; THENCE N.89°07'19"W., A DISTANCE OF 10.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE N.00°32'31"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 171.24 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.04 ACRES / 1,712.42 SQUARE FEET MORE OR LESS)

**DESCRIPTION: (TEMPORARY CONSTRUCTION EASEMENT 2A)**

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6955, PAGE 1424, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°32'31"W., ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 170.89 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'29"E., A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°10'26"E., A DISTANCE OF 10.00 FEET; THENCE S.00°32'31"W., PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 31.99 FEET TO THE POINT OF BEGINNING; THENCE S.89°27'29"E., A DISTANCE OF 20.00 FEET; THENCE S.00°32'31"W., PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET; THENCE N.89°27'29"W., A DISTANCE OF 20.00 FEET TO A POINT 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE; THENCE N.00°32'31"E., PARALLEL WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

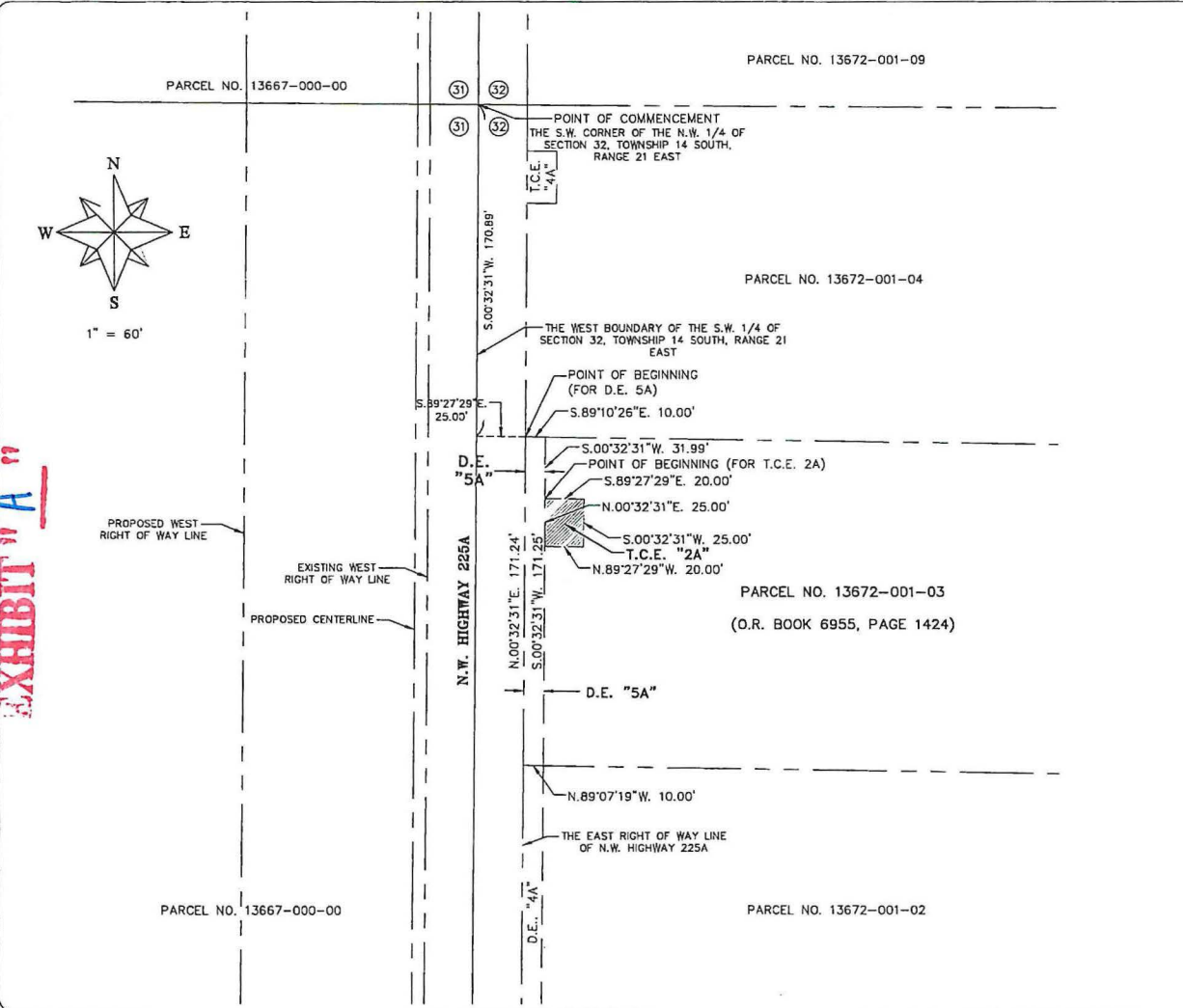
(SAID LANDS CONTAINING 0.01 ACRES / 500.00 SQUARE FEET MORE OR LESS)

**SURVEYOR'S NOTES:**

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1990 ADJUSTMENT).
2. THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA WERE NOT SEARCHED BY PREECE LAND SURVEYING, INC.
3. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
4. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
5. THIS MAP OF SKETCH IS NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.

**LEGEND**

O.R. = OFFICIAL RECORDS  
 R/W = RIGHT OF WAY LINE  
 C = PROPOSED CENTERLINE  
 D.E. = DRAINAGE EASEMENT  
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT  
 32 = SECTION NUMBER  
 - = BROKEN LINE; NOT DRAWN TO SCALE



**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.



4/20/21  
 DATE  
 GLEN H. PREECE, JR., P.S.M. - LS 5427



BELLWETHER PROFESSIONAL PARK  
 2201 S.E. 30TH AVENUE, SUITE 102  
 OCALA, FL 34471  
 PHONE: (352) 351-0091  
 FAX: (352) 351-0093 FAX  
 EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: OCTOBER 8, 2020

DRAWN: G.H.P.		REVISIONS		BY	DATE
CHECKED: G.H.P.					
F.B./PG. N/A					
FILE INFO:					
N.W. 80TH AVENUE					
SCALE: 1" = 60'	COPYRIGHT © 2021	JOB ORDER # 20-118	- T.C.E. 2A / D.E. 5A		

STATE CERTIFIED SDVBE

NOTE: THIS IS NOT A SURVEY

Point #	Elevation	Northing	Easting	Description
W2-1	107.88	1779862.22	581030.85	WETLAND
W2-2	106.63	1779856.11	581000.05	WETLAND
W2-3	106.01	1779940.75	581009.31	WETLAND
W2-4	107.44	1779926.09	581046.05	WETLAND

WETLAND 2  
0.03 AC UPLAND DUG POND  
DELINEATED BY WATER & AIR  
AUGUST 1, 2019  
IMPACTS = 0.03AC  
VERIFIED WITH SWFWMD  
JANUARY 2, 2020

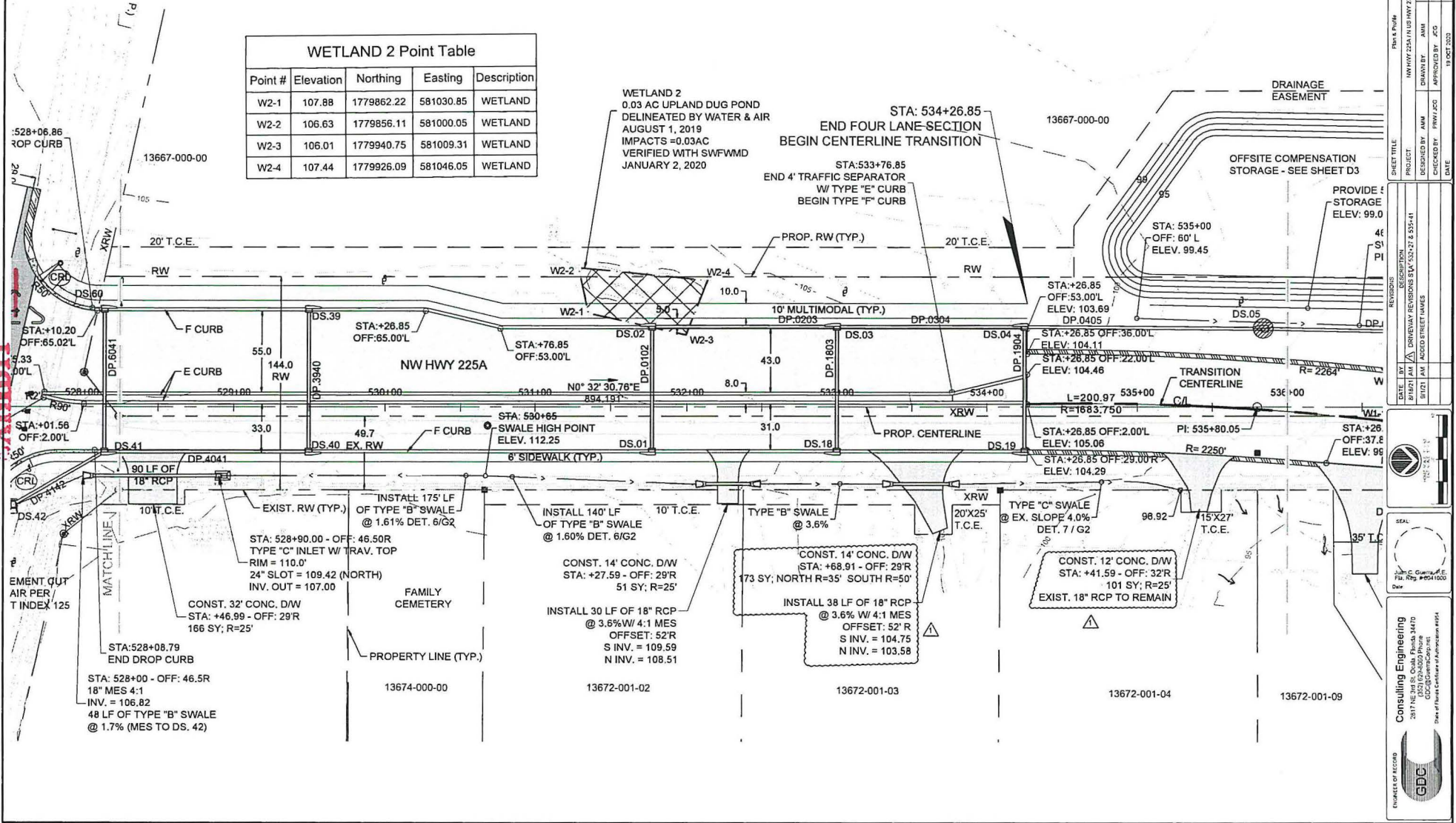
STA: 534+26.85  
END FOUR LANE SECTION  
BEGIN CENTERLINE TRANSITION

STA: 533+76.85  
END 4' TRAFFIC SEPARATOR  
W/ TYPE "E" CURB  
BEGIN TYPE "F" CURB

DRAINAGE  
EASEMENT

OFFSITE COMPENSATION  
STORAGE - SEE SHEET D3

PROVIDE 1  
STORAGE  
ELEV. 99.0



"X" BIT "61"

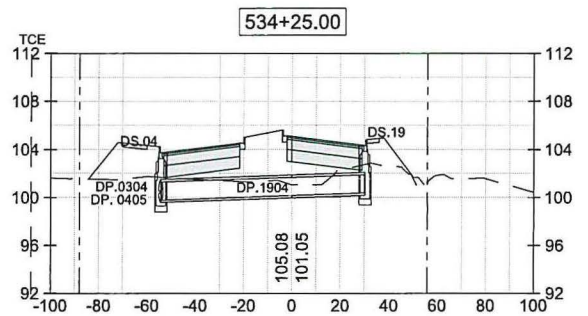
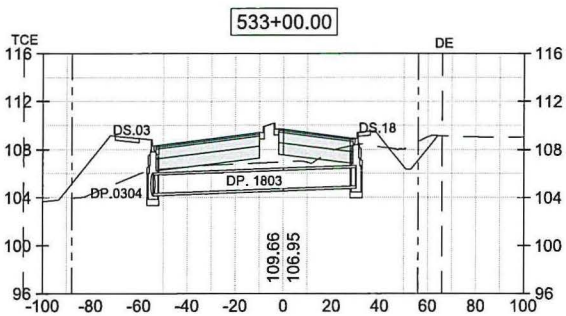
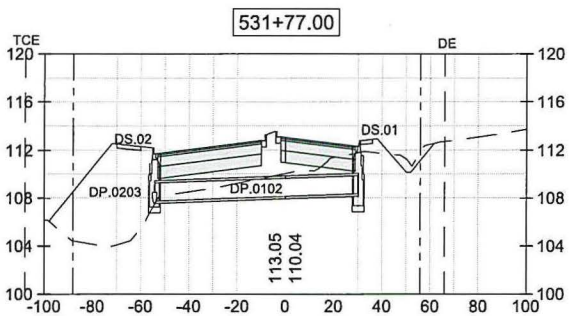
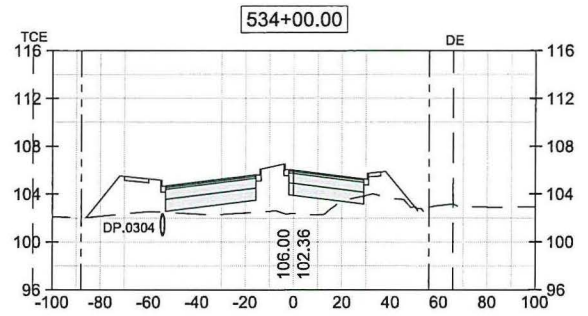
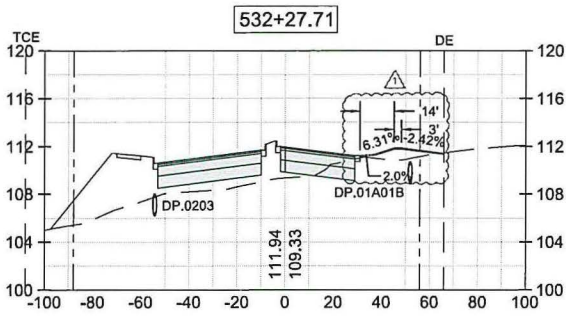
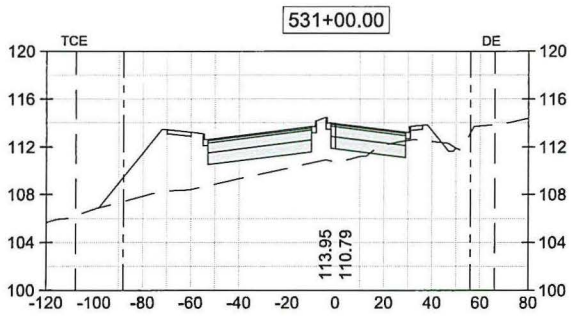
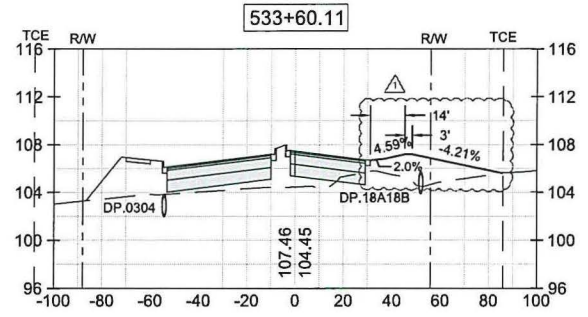
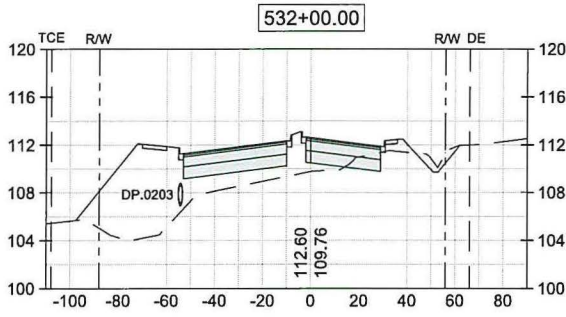
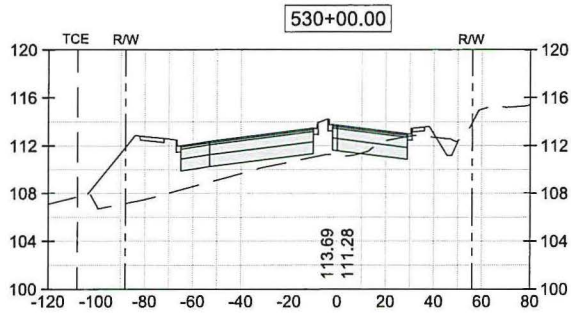
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DATE: 10/11/2023	BY: B/BJZ/JAH	REVISION:	NO. 99
DATE: 10/11/2023	BY: B/BJZ/JAH	REVISION:	NO. 100

PROJECT TITLE: NW HWY 225A IN NB HWY 27 Intersection  
 SHEET NO. 41.1 of 41  
 DATE: 10 OCT 2023  
 CHECKED BY: JCS  
 APPROVED BY: JCS  
 DESIGNED BY: AMM  
 DRAWN BY: AMM  
 CLIENT: Miami County  
 PROJECT: NW HWY 225A IN NB HWY 27 Intersection  
 SHEET NO. 41.1 of 41  
 DATE: 10 OCT 2023

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 State of Florida Certificate of Professional Engineers #4154

PROJECT OF RECORD  
 GDC  
 SEAL

EXHIBIT 'B2'



SHEET TITLE		CROSS SECTION	
DATE	BY	PROJECT	NO. DRAWN
8/10/21	AM	NW HWY 250A / N US HWY 27 Interchange	AMM
REVISIONS		DESIGNED BY	APPROVED BY
1	AM	JCD	JCD
PROJECT		CHECKED BY	DATE
DRIVEWAY REVISION STA. 532+27.71 L. 534+60.11		PMW JCD	8/10/21
GDC Div Name: W&S, S&O		CLERK:	SHEET No. 35 of 147
GDC Div: Madison County			

ENGINEER OF RECORD:	Consulting Engineering
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