

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

September 15, 2021

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

Project: CR 225A & Hwy 27 Intersection
Project Parcel #: 20 – 118 DE3A DE6A TCE 3A
Parcel ID #: 13672-001-01 (a portion of)

THIS AGREEMENT is made by and between: 4273 NW 225A, LLC, a Florida limited liability company, having a mailing address of 220 River Plantation Road S, St. Augustine, FL 32092, 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 #: 13672-001-01 (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 3A (2,750.01 SF or .063 AC)	\$ 6,797.00
Permanent Drainage Easement 6A (4,720 SF or .108 AC)	\$ inc.
Temporary Construction Easement 3A (280.23 SF or .006 AC)	\$ 200.00
Improvements	\$27,106.00
Cost-to-Cure	\$16,400.00
Sub-total	<u>\$50,503.00</u>

(b) Amount to be paid by **BUYER** to **SELLER** at closing including fees and costs. \$ 50,503.00

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: Marion County agrees to provide additional radius at both driveways, which will include a new width of the driveway from 12' to 18' during the construction of the existing project.

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

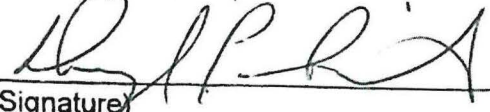
- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions,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

Shelley Smith
(Print or type name)


(Signature)

Douglas C. Smith
(Print or type name)

SELLER: 4273 NW 225A, LLC, a Florida limited liability company


(Signature)

Timothy Benner, Manager Timothy J. Benner
(Print or type name)

9-23-21
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

BUYER:

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

BY: JEFF GOLD, CHAIRMAN

(Date)

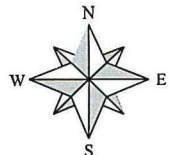
FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

Revised 4-2020

SKETCH OF DESCRIPTION FOR: MARION COUNTY



1" = 80'

- LEGEND**
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - O.R.B. = OFFICIAL RECORDS BOOK
 - R/W = RIGHT OF WAY LINE
 - CL = PROPOSED CENTERLINE

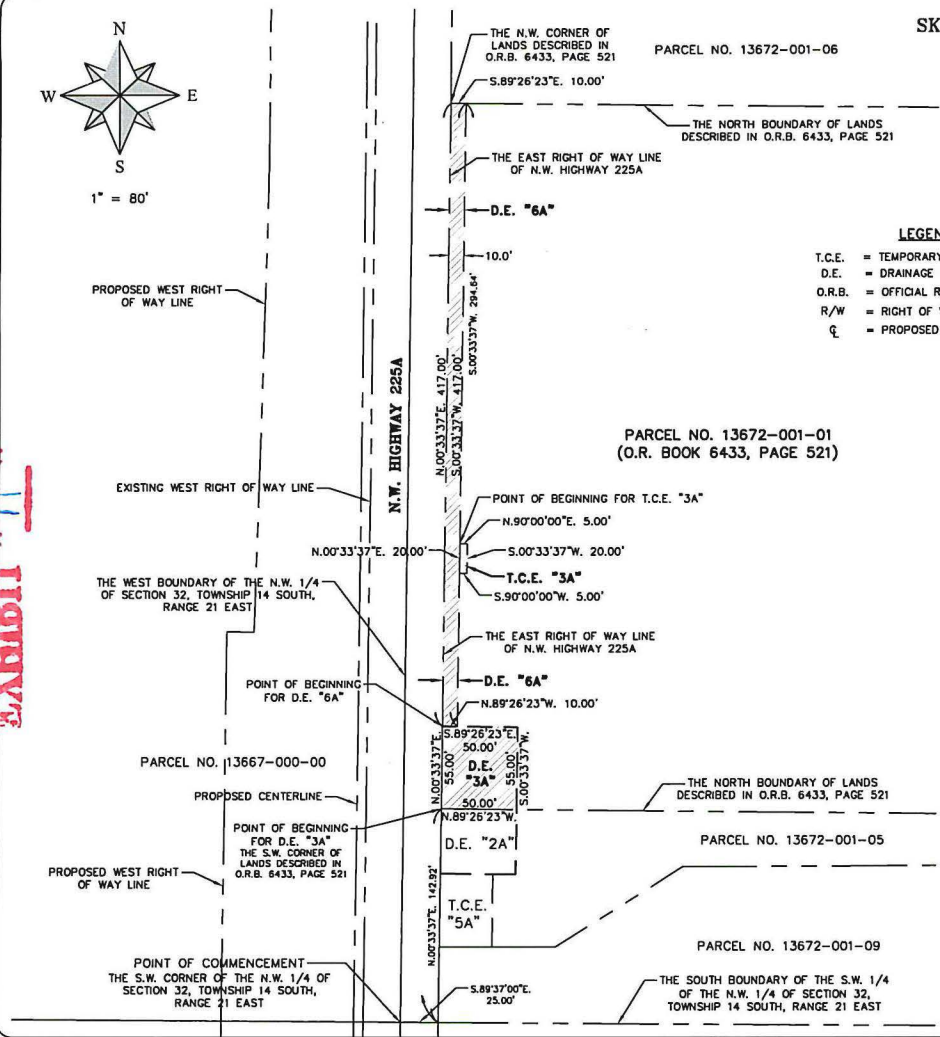
DESCRIPTION:

(DRAINAGE EASEMENT 3A)
 A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521, 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.89°37'00"E., ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 142.92 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°26'23"E., A DISTANCE OF 50.00 FEET; THENCE S.00°33'37"W., PARALLEL WITH AND 50.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO THE SOUTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521; THENCE N.89°26'23"W., ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
 (SAID LANDS CONTAINING 0.063 ACRES / 2,750.01 SQUARE FEET, MORE OR LESS)

(DRAINAGE EASEMENT 6A)
 A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521, 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.89°37'00"E., ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 142.92 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521; THENCE CONTINUE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 417.00 FEET TO THE N.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°26'23"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°33'37"W., PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 417.00 FEET; THENCE N.89°26'23"W., A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
 (SAID LANDS CONTAINING 0.096 ACRES / 4,170.00 SQUARE FEET, MORE OR LESS)

(TEMPORARY CONSTRUCTION EASEMENT 3A)
 A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521, 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.89°37'00"E., ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 142.92 FEET TO THE S.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521; THENCE CONTINUE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET; THENCE CONTINUE N.00°33'37"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 417.00 FEET TO THE N.W. CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6433, PAGE 521; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°26'23"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°33'37"W., PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 294.64 FEET TO THE POINT OF BEGINNING; THENCE N.89°26'23"E., A DISTANCE OF 5.00 FEET; THENCE S.00°33'37"W., A DISTANCE OF 20.00 FEET; THENCE S.90°00'00"W., A DISTANCE OF 5.00 FEET TO A POINT 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, THENCE N.00°33'37"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
 (SAID LANDS CONTAINING 0.002 ACRES / 100.00 SQUARE FEET, MORE OR LESS)

- SURVEYOR'S NOTES:**
- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1990 ADJUSTMENT).
 - THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA WERE NOT SEARCHED BY PREECE LAND SURVEYING, INC.
 - 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).
 - 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.
 - 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.



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.

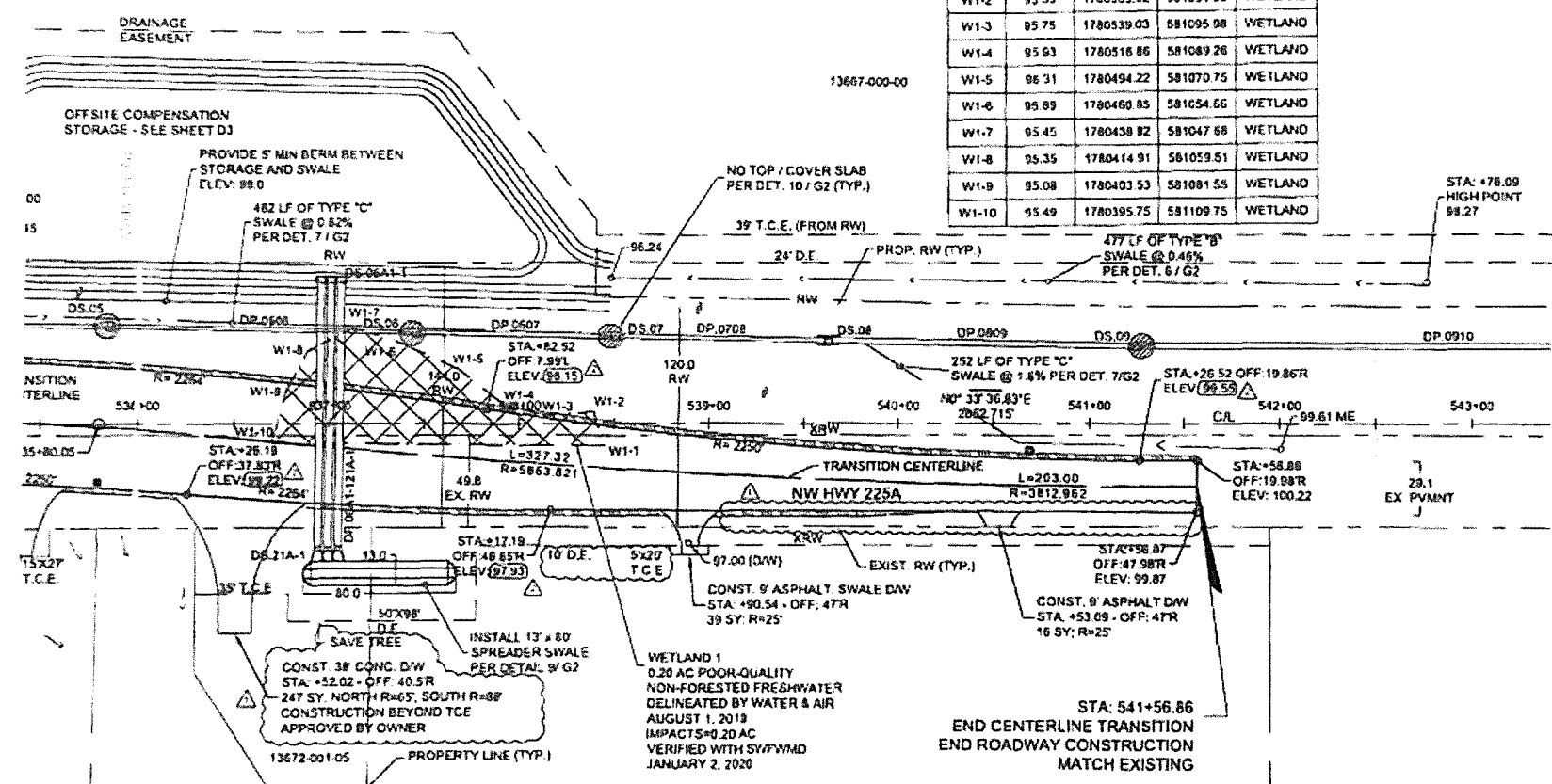
BELLWETHER PROFESSIONAL PARK
 2201 S.E. 30TH AVENUE, SUITE 102
 OCALA, FL 34471
 PHONE: (352) 351-0091
 FAX: (352) 351-0093 FAX
 EMAIL: glen@plisinc.us

PREECE
 LAND SURVEYING, INC.
 (LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: OCTOBER 8, 2020			
DRAWN:	G.H.P.	REVISIONS	BY DATE
CHECKED:	G.H.P.	REVISE DE 6A & TCE 3A - REFERENCED 6433/521 IN DE 3A	GHP 9/7/21
F.B./PG.	N/A		
FILE INFO:			
N.W. 80TH AVENUE			
SCALE: 1" = 60'	COPYRIGHT © 2021	JOB ORDER # 20-118 DE 3A DE 6A TCE 3A(R)	

STATE CERTIFIED SDVBE **NOTE: THIS IS NOT A SURVEY** DATE _____ GLEN H. PREECE, JR., P.S.M. - LS 5427

WETLAND 1 Point Table				
Point #	Elevation	Northing	Easting	Description
W1-1	95.29	1780570.57	581112.83	WETLAND
W1-2	95.59	1780565.62	581094.50	WETLAND
W1-3	95.75	1780539.03	581095.98	WETLAND
W1-4	95.93	1780516.86	581089.26	WETLAND
W1-5	96.31	1780494.22	581070.75	WETLAND
W1-6	95.89	1780460.85	581054.66	WETLAND
W1-7	95.45	1780438.82	581047.88	WETLAND
W1-8	95.35	1780414.91	581059.51	WETLAND
W1-9	95.08	1780403.53	581081.55	WETLAND
W1-10	95.49	1780395.75	581109.75	WETLAND



REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/20	ISSUE FOR PERMITS
2	08/20/20	UPDATE FOR STREET NAME CHANGE UPDATE

PROJECT INFORMATION

PROJECT: NW HWY 225A IMPROVEMENTS
 DRAWN BY: JMM
 CHECKED BY: JMM
 DATE: 11/27/2020

CONSULTING ENGINEERING

1111 NE 24th Avenue, Suite 300
 Fort Lauderdale, FL 33304
 Phone: 954-561-1111
 Fax: 954-561-1112
 Email: info@cedec.com

Scale: 1" = 40'

North Arrow: (Symbol pointing up)

Logo: CED Consulting Engineering & Design