

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

August 8, 2024

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

Project: NW 80th Avenue & SR 40 Intersection Project
Project Parcel #: N/A
Parcel ID#: 23209-000-00 (a portion of)

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **CARSON BROTHERS, LLC**, having a mailing address of **PO Box 770985, Ocala FL 34477-0985**, 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 #: 23209-000-00 (a portion of) and further shown on Right of Way Maps and/or Sketch of Description for the NW 80th Avenue & SR 40 Intersection project incorporated herein by reference and attached as Exhibit "A".

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

- (b) Personal property, Fixtures and Appliances identified as follows:

- 1) **Personal property:** Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are:

N/A

The following Personal Property items are excluded from the purchase:

N/A

- 2) **Fixtures and Built-In Appliances:** With the exception of the exclusion items listed below, the **SELLER** and **BUYER** agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.

The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:

N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Land and Improvements Right of Way & Temporary Construction Easement as shown on Exhibit A.	\$ <u>0.00</u>
Damages (Severance/Cost-to-Cure)	\$ _____
Other: <u>Attorney Fees</u>	\$ <u>N/A</u>
Other: <u>N/A</u>	\$ _____
Sub-Total	\$ <u>0.00</u>

- (c) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing). \$0.00

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. 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 subsection shall survive the closing. 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.
- (d) The Seller is granting a 5' Right of Way along the existing East Right of Way of SW 80th Avenue a distance of 407.11 feet and a Temporary Construction Easement shown on the Exhibit identified as TCE#2 – in exchange for which the Seller (Carson Brothers, LLC) agrees to pay the sum of \$15,000 to the Buyer (Marion County) for the design and construction of a Turn-lane (Exhibit A). In addition, if at any time in the future the Buyer (Marion County) needs to redesign and the Southbound Turn-lane needs to be relocated the Buyer (Marion County) agrees to open discussions with Seller (Carson Brothers, LCC) or property owner at the time of the change on any roadway design discussion or plans to relocate the SW 80th Ave Southbound Turn-lane describe in this purchase agreement prior to any approval of plan(s) to move turn lane. Buyer will strongly target Class 5 (660 feet direction median) taking into consideration any access change impact and be willing to negotiate reasonable financial remedies to offset said impact which was not present or understood at the time of this purchase agreement execution. Buyer

(Marion County) will make reasonable efforts to ensure access to the property during construction phase to minimize disruption to the business at said location and its customers.

(e) 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.

[This portion of page intentionally left blank. Signature pages follow.]

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

WITNESSES:

[Signature]
(Signature)

Raymond Masoud
(Print or type name)

[Signature]
(Signature)

Marshika Hale
(Print or type name)

SELLER: CARSON BROTHERS, LLC

[Signature]
(Signature)

LAWRENCE H. CARSON
(Print or type name)

8/9/24
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

BUYER:

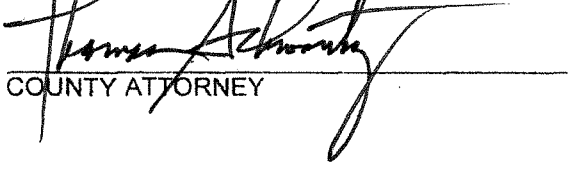
MARION COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: MICHELLE STONE, CHAIR

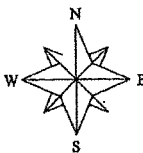
(Date)

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

for:


COUNTY ATTORNEY

SKETCH OF DESCRIPTION FOR: MARION COUNTY



1" = 80'

DESCRIPTION:

(RIGHT OF WAY)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W. ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 500.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY S.89°53'16"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES) SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°53'16"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°27'29"W, PARALLEL WITH AND 5 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 407.11 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LANDS; THENCE N.89°31'28"W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 5.00 FEET TO A POINT ON THE AFORESAID EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE; THENCE N.00°27'29"E, ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 407.11 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.047 ACRES / 2,035.61 SQUARE FEET, MORE OR LESS)

TEMPORARY CONSTRUCTION EASEMENT #1)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W, ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 500.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°53'16"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES); SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY, S.89°53'16"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°27'29"W, PARALLEL WITH AND 5 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 85.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED; THENCE S.44°51'13"E, A DISTANCE 27.80 FEET; THENCE S.00°00'00"E, A DISTANCE OF 22.00 FEET; THENCE S.45°14'52"W, A DISTANCE OF 28.41 FEET; THENCE N.00°27'29"E, PARALLEL WITH AND 5 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 87.48 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.019 ACRES / 834.71 SQUARE FEET, MORE OR LESS)

TEMPORARY CONSTRUCTION EASEMENT #2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W, ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 500.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°53'16"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES) SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3417, PAGE 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY, S.89°53'16"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°27'29"W, A DISTANCE OF 85.38 FEET; THENCE S.44°51'13"E, A DISTANCE OF 27.80 FEET; THENCE S.00°00'00"E, A DISTANCE OF 22.00 FEET; THENCE S.45°14'52"W, A DISTANCE OF 28.41 FEET; THENCE S.00°27'29"W, PARALLEL WITH AND 5 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 111.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED; THENCE S.44°38'36"E, A DISTANCE OF 28.11 FEET; THENCE S.00°00'00"E, A DISTANCE OF 22.00 FEET; THENCE S.45°21'12"W, A DISTANCE OF 28.48 FEET; THENCE N.00°27'29"E, PARALLEL WITH AND 5 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.019 ACRES / 840.01 SQUARE FEET, MORE OR LESS)

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1980 ADJUSTMENT), HOLDING THE WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, TO BEAR S.00°27'29"W.
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.

DATE OF SKETCH: JANUARY 12, 2022

DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
F.B./PG.	N/A			
FILE INFO:				
N.W. 80TH AVENUE				
SCALE: 1" = 80'				

COPYRIGHT © 2022 JOB ORDER # 20-118 LAWRENCE

WEST HIGHWAY 40 (STATE ROAD 40)

THE WEST BOUNDARY OF THE S.W. 1/4 SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST (BEARING BASE)

S.W. 80TH AVENUE

THE EXISTING WEST RIGHT OF WAY LINE OF S.W. 80TH AVENUE

"LAWRENCE & KATHLEEN CARSON"

PARCEL NO. 23209-000-00

(O.R. BOOK 3417, PAGE 119)

PARCEL NO. 23229-000-03

PARCEL NO. 23229-000-05

PARCEL NO. 23209-000-00

PARCEL NO. 23209-004-02

PARCEL NO. 23212-000-00

PARCEL NO. 23229-000-00

PARCEL NO. 23216-001-00

S.89°53'16"E. 30.00'

S.89°53'16"E. 5.00'

S.44°51'13"E. 27.80'

S.00°00'00"E. 22.00'

S.45°14'52"W. 28.41'

S.49°14'52"W. 28.41'

S.00°27'29"W. 111.80'

S.00°27'29"W. 407.11'

S.00°27'29"W. 85.38'

S.44°38'36"E. 28.11'

S.00°00'00"E. 22.00'

S.45°21'12"W. 28.48'

N.89°31'28"W. 5.00'

N.00°27'29"E. 407.11'

N.00°27'29"E. 82.00'

N.00°27'29"E. 87.48'

N.00°27'29"E. 111.80'

N.00°27'29"E. 500.01'

LEGEND

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

2/21/22
DATE

[Signature]

GLEN H. PREECE, JR., P.S.M. - LS 5427

STATE CERTIFIED SOVBE

NOTE: THIS IS NOT A SURVEY



BELLWETHER PROFESSIONAL PARK
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OCALA, FL 34471
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FAX: (352) 351-0093 FAX
EMAIL: glen@plsi.us

(LICENSED BUSINESS NO. 7369)