



### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.  

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- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 5 is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Pat Gerard 09/10/2020  
Signature Date

Pat Gerard, Chair, Pinellas County Board of County Commissioners  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

Buyer

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

ATTEST: KEN BURKE, CLERK

By: [Signature]  
Deputy Clerk



APPROVED AS TO FORM

By: Chelsea Maudy  
Office of the County Attorney

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

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Signature Date

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Type or Print Name

PARCEL 114

EXHIBIT ``A``

RIGHT-OF-WAY

A parcel of land lying in the northwest one-quarter of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, also being a portion of the land described in Official Records Book 2772 Page 124 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Brass Disk marked (P.C.E.D.) located at the northwest corner of the northwest one-quarter of said Section 19; thence easterly along the north line of said northwest one-quarter of Section 19, N 88°36'29'' E, a distance of 2743.04 feet to a point on the west right of way line of State Road 55 (US 19) as per State Project Number 1515-101(207); thence southerly along said west right of way line, S 00°00'29''E, a distance of 115.99 feet to the POINT OF BEGINNING; thence continue along said west right of way line, S 00°00'29''E, a distance of 133.25 feet; thence departing said west right of way line, N 90°00'00" W, a distance of 26.58 feet; thence N 00°00'29" W, a distance of 133.25 feet; thence S 90°00'00" E, a distance of 26.58 feet to a point on the aforementioned west right of way line of State Road 55 (US 19) and the POINT OF BEGINNING.

Said lands containing 3,542 square feet, more or less.