

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM

FPN# 2567742/3 / SR: 55 / COUNTY: Pinellas / PARCEL 114
This is an addendum to the Purchase Agreement dated the _____ day of _____, 2020, by and between Pinellas County, a Political Subdivision of the State of Florida, hereinafter referred to as Seller and the State of Florida for the use and benefit of the State of Florida Department of Transportation, hereinafter referred to as Purchaser.

Buyer and Seller agree that the following clauses are amended as follows:

1. Condition and Limitation III (F) and III (J) do not apply.
2. Condition and Limitation III (G) is modified to :

Seller agrees that the real property described in Section I of the agreement shall be conveyed to the Buyer by County Deed.

3. Condition and Limitation III (L) is added to provide notice and contact information as follows:

NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative parties hereto as follows, with the exception of electronic communication:

As to Seller:

Pinellas County – Facilities & Real Property Division
509 East Avenue South
Clearwater, Florida 33756
Telephone (727) 464-3496
Fax (727) 464-5251

As to Buyer:

State of Florida Department of Transportation
Attn: Right of Way Manager
11201 N. McKinley Drive MS 7-900
Tampa, Florida 33612
Telephone (813) 975-6000
Fax (813) 975-6761

4. **Section IV. CLOSING DATE.** This provision is deleted in its entirety and replaced with the following:

The closing will occur no later than 60 days after Pinellas County has approved this contract.

5. **Section V. INDEMNIFICATION.** The following provision is added to read as follows:

BUYER shall be responsible for all its acts or omissions of negligence in connection with carrying out any of its rights or obligations herein. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER or SELLER's sovereign immunity or further limitation thereof beyond §768.28, Florida Statutes.

6. **Section VI. GOVERNING LAW** The following provision shall be added to read as follows:

Contract shall be governed by and construed in accordance with the laws of the State of Florida. Proper venue shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

7. **Section VII. DISCLAIMER, WARRANTIES AND REPRESENTATIONS.** The following provision is added to read as follows:

BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of the Property is made on an As-Is, Where-Is basis. BUYER acknowledges and agrees that except for the express representations and warranties set forth herein, SELLER has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character or nature whatsoever with respect to or in any way related to the Property or BUYER's use thereof, including but not limited to any structures or improvements thereon, the development rights available for the Property, the zoning or land use designation for the Property, the suitability of the Property for BUYER'S intended use, or the subsurface soil conditions, except as otherwise set out herein.

Executed by BUYER on: _____, 2020

WITNESSES:

BUYER: State of Florida
Department of Transportation

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Executed by SELLER

on: _____, 2020

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

(OFFICIAL SEAL)

APPROVED AS TO FORM

By: Chelsea Hardy
Office of the County Attorney