

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

ITEM SEGMENT NO.: 2567742
 DISTRICT: 7
 FEDERAL PROJECT NO.: N/A
 STATE ROAD NO.: 55 (US 19)
 COUNTY: Pinellas
 PARCEL NO.: 114

Seller: Pinellas County, a Political Subdivision of the State of Florida

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: Fee Simple Permanent Easement Temporary Easement Leasehold
 (b) Real Property Described As: See Exhibit "A", attached hereto and incorporated herein

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A
 These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property		
Land	1.	\$ <u>67,300.00</u>
Improvements	2.	\$ _____
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ _____
Total Real Property	4.	\$ <u>67,300.00</u>
(b) Total Personal Property	5.	\$ _____
(c) Fees and Costs		
Attorney Fees	6.	\$ _____
Appraiser Fees	7.	\$ _____

_____ Fee(s)	8.	\$ _____
Total Fees and Costs	9.	\$ <u>0.00</u>
(d) Total Business Damages	10.	\$ _____
(e) Total of Other Costs	11.	\$ _____
List: _____		

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 67,300.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 67,300.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ _____

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.
- (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

Buyer
State of Florida Department of Transportation
Aurelie Anthony 9/18/2020 | 5:37 PM EDT
BY: 9C15E0AAD87F40E
Signature Date
Aurelie Anthony District Right
Type or Print Name and Title

Signature Date
Type or Print Name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or Print Name and Title

DocuSigned by:
Martin Hernandez 9/18/2020 | 2:32 PM EDT
Legal Review: MARTIN HERNANDEZ
8738375556511A
Martin Hernandez Date
Type or Print Name and Title

ATTEST: KGN BURKE, CLERK
By: Karen Coyne
Deputy Clerk



APPROVED AS TO FORM
By: Cherise Mewdy
Office of the County Attorney

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

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Signature Date

Type or Print Name

WPIS 256774 3 STATE ROAD 55 (US 19) PINELLAS COUNTY DESCRIPTION

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.



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 10th day of September, 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: 9/18/2020 | 5:37 PM EDT, 2020

WITNESSES:

BUYER: State of Florida
Department of Transportation

By: _____

By: *Aurelie Anthony*
DocuSigned by:
9C15E0AADD7F40E

Print Name: _____

Print Name: Aurelie Anthony

By: _____

Print Name: _____

Executed by SELLER

on: September 10, 2020

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

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

By: *Pauline Caputo*
Deputy Clerk

By: *Pat Gerald*
Chairman

(OFFICIAL SEAL)



APPROVED AS TO FORM

By: *Cherie Hardy*
Office of the County Attorney