

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 2567742
 DISTRICT: 7
 FEDERAL PROJECT NO.: N/A
 STATE ROAD NO.: 55 (US 19)
 COUNTY: Pinellas
 PARCEL NO.: 115

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>102,061.00</u>
Improvements	2.	\$	<u>5,600.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>14,050.00</u>

Total Real Property 4. \$ 121,711.00

(b) **Total Personal Property** 5. \$ _____

(c) **Fees and Costs**

Attorney Fees	6.	\$	_____
Appraiser Fees	7.	\$	_____

_____ Fee(s) 8. \$ _____

Total Fees and Costs 9. \$ 0.00

(d) **Total Business Damages** 10. \$ _____

(e) **Total of Other Costs** 11. \$ _____

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 121,711.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 121,711.00

(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 _____ 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 June 2, 2020
Signature Date

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

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

ATTEST: KEN BURKE, CLERK
By: [Signature]
Deputy Clerk



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

APPROVED AS TO FORM

By: Chelsea Maudy
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

Signature Date

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Signature Date

Type or Print Name

Signature Date

Type or Print Name

PARCEL INFORMATION SHEET

FP NO. 256774 3 SECTION NO. 15150-XXXX STATE ROAD 55 COUNTY PINELLAS

DESCRIPTION

PARCEL 115

RIGHT OF WAY

A parcel of land lying in the southeast one-quarter of Section 7, Township 28 South, Range 16 East, Pinellas County, Florida, also being a portion of the land described in Official Records Book 8547, Page 1769 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at a nail and disk LB7889 at the southeast corner of said Section 7; thence westerly along the south line of said southeast one-quarter of Section 7, N 89°54'09" W, a distance of 2352.20 feet; thence N 00°27'25" E, a distance of 33.00 feet to a point on the north right of way line of County Road 95 as per State Project Number 1515-101(207) and (County Road 95 as per Official Records Book 4030, Page 1812 of the Public Records of Pinellas County, Florida) also being the southeast corner of a parcel of land as per Official Records Book 8547, Page 1769 of the Public Records of Pinellas County, Florida; thence westerly along said north right of way line N 89°54'09" W, a distance of 370.00 feet to the POINT OF BEGINNING; thence continue westerly along said north right of way line of County Road 95 N 89°54'09" W, a distance of 16.47 feet; thence continue northwesterly along said north right of way line of County Road 95 N 62°28'37" W, a distance of 15.20 feet to a point on the east right of way line of State Road 55 (US 19) as per State Project Number 1515-101(207); thence northerly along said east right of way line of State Road 55 (US 19) N 00°27'25" E, a distance of 238.00 feet; thence S 89°54'09" E, a distance of 30.00 feet; thence S 00°27'25" W, a distance of 245.00 feet to the POINT OF BEGINNING.

Said lands containing 7,303 square feet, more or less.

TOGETHER WITH

PART "B"

RIGHT OF WAY

A parcel of land lying in the southeast one-quarter of Section 7, Township 28 South, Range 16 East, Pinellas County, Florida, also being a portion of the land described in Official Records Book 8547, Page 1769 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

PARCEL 115

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COMMENCE at a nail and disk LB7889 at the southeast corner of said Section 7; thence westerly along the south line of said southeast one-quarter of Section 7, N 89°54'09" W, a distance of 2352.20 feet; thence N 00°27'25" E, a distance of 33.00 feet to a point on the north right of way line of County Road 95 as per State Project Number 1515-101(2070 and (County Road 95 as per Official Records Book 4030, Page 1812 of the Public Records of Pinellas County, Florida) also being the southeast corner of a parcel of land as per Official Records Book 8547, Page 1769 of the Public Records of Pinellas County, Florida; thence westerly along said north right of way line N 89°54'09" W, a distance of 386.47 feet; thence continue westerly along said north right of way line N 62°28'37" W, a distance of 3.97 feet; thence continue northwesterly along said north right of way line N 62°28'37" W, a distance of 11.23 feet to a point on the east right of way line of State Road 55 (US 19) as per State Project Number 1515-101(207); thence northerly along said east right of way line of State Road 55 (US 19) N 00°27'25" E, a distance of 303.00 feet to the POINT OF BEGINNING; thence continue northwesterly along said east right of way line of State Road 55 (US 19) N 00°27'25" E, a distance of 190.01 feet; thence S 89°54'09" E, a distance of 10.00 feet; thence S 00°27'25" W, a distance of 190.01 feet; thence N 89°54'09" W, a distance of 10.00 feet to the POINT OF BEGINNING.

Said lands containing 1,900 square feet, more or less.

Part "A" and Part "B" together said lands containing 9,203 square feet more or less.

Legal Description Approved By:	<u>MICHAEL KASPRZYK</u>	Date:	<u>02/04/20</u>
Created/Updated By:	<u>JAMES F. GUTHRIE</u>	Date:	<u>02/06/20</u>
BASED UPON TITLE SEARCH THRU:	<u>11/17/2014</u>	Update:	<u>xx/xx/xx</u>

* * * * * NOT A DEED - FOR INFORMATION PURPOSES ONLY * * * * *

GRANTOR: .01 (BSDPIN) - PINELLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; O.R. Book 8547 Page 1769

SEE PARCEL NO. (N/A)

SUBJECT TO: N/A

TAX FOLIO NUMBER: 07-28-16-00000-430-0510

HOMESTEAD: None

NOTE: TAXES NOT UPDATED

AREA: Part "A" = 7.303 SF
Part "B" = 1,900 SF
TOTAL AREA = 9,203 SF more or less

REMAINDER: N/A

Map Sheet NO.: 25