575-030-07a RIGHT OF WAY OGC – 10/16 Page 1 of 4

PURCHASE AGREEMENT

			ITEM SEGMENT NO DISTRICT: FEDERAL PROJEC STATE ROAD NO.: COUNTY: PARCEL NO.:		7	
Seller	: Pinell	as County, a Political Subdivision of the St	ate of Florida			
Buye	r: State	of Florida, Department of Transportation	on		_	
		ller hereby agree that Seller shall sell and as and conditions:	Buyer shall buy the f	ollo	lowing described property pursuant to the	
I.	Desc	ription of Property:				
(a)	Estat	e Being Purchased: 🛛 Fee Simple 🔲	Permanent Easeme	ent	t 🔲 Temporary Easement 🔲 Leaseho	ld
(b)	Real	Property Described As: See Exhibit "A",	attached hereto and	l in	acorporated herein	
(c)	Perso	onal Property: N/A				
						_
(d)	Outd	oor Advertising Structure(s) Permit Nun	nber(s): <u>N/A</u>			
		ructures, Fixtures and Other Improvement				
These	e items a	are NOT included in this agreement. A sep	parate offer is being,	or	has been, made for these items.	
II.		CHASE PRICE				
	(a)	Real Property Land Improvements Real Estate Damages (Severance/Cost-to-Cure) Total Real Property	2. 3.	\$ \$	6 67,300.00 6 67,300.00	
	(b)	Total Personal Property			<u></u>	
	(c)	Fees and Costs	0	Φ.		
		Attorney Fees Appraiser Fees	6. 7.	\$	\$ \$	
		Total Fees and Costs	Fee(s) 8.	\$	0.00	
	(d)	Total Business Damages	9. 10.	\$	5 <u>0.00</u> 5	
	(e)	Total of Other Costs			<u> </u>	
		List:	-			
		se Price (Add Lines 4, 5, 9, 10 and 11) Settlement Amount	•	\$	67,300.00	
i Ulai	(f)	Portion of Total Purchase Price or Globa	al Settlement	\$	67,300.00	
		Amount to be paid to Seller by Buyer at	Closing			
	(g)	Portion of Total Purchase Price or Globa Amount to be paid to Seller by Buyer up		\$	S	

of possession or _____

III. **Conditions and Limitations**

- Seller is responsible for all taxes due on the property up to, but not including, the day of closing. (a)
- (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.
- The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes (e) under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising (f) 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.
- Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by (g) 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.

Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on (j) 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.

٧. **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☐ There is not an addendur		is 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)			Buyer			
Signature Date		State of Florida Department of Transportation				
Туре	or Print Name		BY:	Date		
Signature		Date	Type or Print Name and Title			
Туре	or Print Name					
VII.	FINAL AGENCY ACCEPTAN	ICE				
	The Buyer has granted Final A	Agency Acceptance thi	is,,,			
	BY: Signature		Type or Print Name and Title			
Legal	Review:					
5				Date		
Type	or Print Name and Title					

APPROVED AS TO FORM

Office of the County Attorney

575-030-07 RIGHT OF WAY OGC – 12/09 Page 4 of 4

ADDITIONAL SIGNATURES

SELLER(S):

Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	