

Project No.: PW
Parcel No.: []
RE No.:
Site Address:

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this _____ day of _____, 20__, by and between **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, with an address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 , Attn: Corporation Secretary (the "City") and _____ whose address is _____ (the "Seller"). (City and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the "Property"). The City desires to acquire the Property and/ or related easement interests, as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the City and the City agrees to purchase from Seller the property interests in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Excluded From Sale.** The items specified on **Exhibit "B"** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property being acquired by City and shall be removed from the Property prior to Closing (a separate offer may be made for these items): N/A

3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of closing shall be **\$ 0.00** and is inclusive of the following:

Parcel [] Partial Fee xxxx SF and Parcel [] Permanent/ Temporary Construction Easement
xxxx SF

Land:	\$0.00
Improvements:	\$ 0 .00
(Improvements listed or N/A.)	
Net Damages &/or Cost to Cure:	<u>\$ 0 .00</u>
Total:	\$0.00

Total to Property Owner	\$0.00
-------------------------	--------

Attorney's Fee	\$0.00
Expert Fees	\$0.00
Total:	\$0.00

Taxes (to be calculated when closing date set)	\$ TBD
--	--------

Total Amount Paid by City	\$0.00
----------------------------------	---------------

At Closing, the City shall also pay: (i) the costs of recording the Deed ("Deed") and/or TCE delivered hereunder and the costs of recording any required releases; (ii) the costs of any environmental studies or other due diligence surveys by City; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. At Closing the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

1. Closing shall occur within sixty (30) days after the Effective Date on a date specified by the City, at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. The parties will mutually agree to extend the closing shall it be warranted. Without limiting the foregoing, Closing may take place by mail or courier.

2. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

3. 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. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

4. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") and/ or easement in substantially the form and content as attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price.

5. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided. [N/A (if no Exhibit D)]

6. Seller and City 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.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or City-observed Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances,

rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or Seller execute this Agreement.

10. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

11. **Special Conditions.** See **Exhibit "E"** attached hereto and incorporated herein. (if applicable)

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

“SELLERS”

[Seller Name]

By:_____

Date:_____

[Additional Seller Name]

By:_____

WITNESSES:

Print Name: _____

Print Name_____

“CITY”

CITY OF JACKSONVILLE,

a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____

Assistant General Counsel

Project No.: PW
Parcel Nos.:
RE No.:
Site Address:

ADDENDUM TO PURCHASE AGREEMENT

1. This agreement is based on the construction plans attached herein as Exhibit "E" and said plans are hereby incorporated by reference. The City of Jacksonville shall construct and implement those matters set forth in Exhibit "E" in accordance with the slope and measurements set therein. In the event that this agreement results in a closing, then thereafter both parties shall have the same legal rights that would have been available under law if transfer of title and compensation had been resolved through eminent domain proceedings in circuit court with said plans being the basis for said resolution and having been made a part of the record. These conditions shall survive the closing of the property sale, including the provisions concerning the driveways on this property.
2. City of Jacksonville shall provide suitable and reasonable access to Seller's remainder site during the construction of the project. This condition shall survive the closing of the property sale.
3. Seller hereby provides a license to the City and its contractors to enter upon Seller's remainder site for the purpose of constructing the improvements shown in Exhibit "E" to the extent such work must take place outside the bounds of an easement. Seller is not entitled to any additional compensation by the City for this license. Additionally, the City's obligation to construct the improvements lying outside of an easement on the remainder site are conditioned upon Seller providing such access under the license without interference. Said license shall expire on the date of the expiration of an easement.

Addendum to Purchase Agreement
Reviewed and approved by
Property Owner/Seller

Initials _____/_____

Exhibit "A"
Legal Description

Exhibit “B”
Improvements Owned by Others

"Exhibit C-1"
Warranty Deed

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

**Harry M. Wilson, IV.
Gov. Operations Dept.
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, FL 32202**

**Project No.: PW
Parcel No.:
RE No.:
Site Address:**

GENERAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 202__, by and between _____, whose address is _____ if _____ ("Grantor"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida ("**Grantee**"), whose business address is 117 West Duval Street, Jacksonville, Florida, 32202.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to them in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs, legal representatives, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida.

See **Exhibit A** attached hereto and by this
Reference made a part thereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the foregoing land (the "Property").

To have and to hold the Property in fee simple forever. The said Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby release any and all interest, right and title it has or may have to all the phosphates, minerals and metals that are or may be in, on, or under the surface of the subject land, together with any interest, right and title it has or may have in and to all petroleum that is or may be in, on, or under the surface of the subject land, created pursuant to Section 270.11, Florida Statutes.

Note to Clerk: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Grantor:

By: _____

Date: _____

Grantor:

By: _____

Date: _____

Signature of Witness
Print Name: _____
Address: _____

Signature of Witness
Print Name: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, who (*check one*) ☐ is personally known to me, or ☐ has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical presence or
☐ online notarization, this _____ day of _____, 202__ by
_____, who (*check one*) ☐ is personally known to me, or ☐ has
produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

Exhibit “A” to Exhibit “C – 1” Warranty Deed
Legal Description

“Exhibit C-2”

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:
Harry M. Wilson, IV.
Gov. Operations Dept.
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, FL 32202**

**Project No.: PW
Parcel No.:
RE No.:
Site Address:**

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this _____ day, of _____, 202__ by _____, hereinafter referred to as the **“Grantor”**, whose mailing address is _____, to the **CITY OF JACKSONVILLE**, a Florida municipal corporation and political subdivision existing under the laws of the state of Florida, hereafter referred to as **“Grantee”**, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202.

WITNESSETH: Grantor, for \$10.00 and in consideration of the **ACCEPTANCE** of this Temporary Construction Easement by Grantee, receipt of which is hereby acknowledged; does hereby give, grant, bargain and release unto Grantee, a Temporary Construction Easement for the purpose of providing additional workspace and for tying in and harmonizing Grantor’s property and the improvements and land elevations thereon with the construction of improvements associated with a Public Works Project to be undertaken by Grantee, said Temporary Construction Easement being located in, upon, over and through the following described land in Duval County, Florida, described as follows:

Please see Attached Exhibit “A”

THIS Temporary Construction Easement specifically grants unto Grantee the right to temporarily relocate fences and the right to remove trees and other vegetation as is reasonably necessary to utilize the Temporary Construction Easement herein granted, and

This Temporary Construction Easement Agreement shall automatically expire and terminate upon the earlier of: (x) completion of the Project, or (y) **60** months.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Grantor:

By: _____

Date: _____

Grantor:

By: _____

Date: _____

Signature of Witness
Print Name: _____
Address: _____

Signature of Witness
Print Name: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, who (*check one*) ☐ is personally known to me, or ☐ has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical presence or
☐ online notarization, this _____ day of _____, 202__ by
_____, who (*check one*) ☐ is personally known to me,
or ☐ has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

**Exhibit “A” to Exhibit “C-2” Temporary Construction Easement
Legal Description**

Exhibit “C-3” Permanent Easement
Add permanent easement draft here

**Exhibit “A” to Exhibit “C-3” Permanent Easement
Legal Description**

**Public Disclosure Act
Disclosure Affidavit
(Exhibit “D” to Purchase and Sale Agreement)**

Special Conditions
(Exhibit “E” to Purchase and Sale Agreement)