

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

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

ITEM SEGMENT NO.: 4322592
 DISTRICT: TWO
 FEDERAL PROJECT NO.: D218-131-B
 STATE ROAD NO.: 9 (I-95)
 COUNTY: Duval
 PARCEL NO.: 140 including UER

Seller: City of Jacksonville

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:** 4322592 Parcel 140

(c) **Personal Property:** None

(d) **Outdoor Advertising Structure(s) Permit Number(s)** _____

Buildings, Structures, Fixtures and Other Improvements Owned By Others: None

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>1,874,380.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
Total Real Property	4.	\$ <u>1,874,380.00</u>
(b) Total Personal Property	5.	\$ <u>0.00</u>
(c) Fees and Costs		
Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>

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

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 1,874,380.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	\$ <u>1,874,380.00</u>
(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession	\$ <u>0.00</u>

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 that all claims for compensation and damages related in any way to the Buyer's acquisition of the property described in Section I of this agreement are identified and included in Section II of the agreement, including, without limitation, all fees, costs, business damages, and non-monetary benefits (including attorney fees associated with any claimed nonmonetary benefits)

- (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)

Buyer

Signature Date

State of Florida Department of Transportation

City of Jacksonville
By: Lenny Curry, Mayor

Type or Print Name

BY: _____
Signature Date

Signature Date

J.B. Jordan, Right of Way Manager

Type or Print Name and Title

Type or Print Name

VII. FINAL AGENCY ACCEPTANCE

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

BY: _____
Signature

J. B. Jordan, District Right of Way Manager

Type or Print Name and Title

Legal Review: _____

 17 Oct 22
Date

David M. Robertson, District Two Chief Counsel

Type or Print Name and Title

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

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Section No. 72280 S.R. No. 9 (I-95) from S.R. No. 202 to Atlantic Blvd. Duval County
F.P. No. 4322592

Parcel No. 140

Fee Simple

Part "A"

A Part Of The Francis Richard Grant, Section 56, Township 3 South, Range 27 East, Duval County, Florida, Being More Particularly Described As Follows:

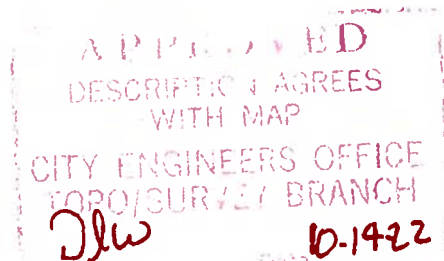
Commence At The Northwest Corner Of Lot 1, Block 1, Rodney Unit 1, As Recorded In Plat Book 21, Page 70, Of The Current Public Records Of Duval County, Florida, In Section 31, Township 2 South, Range 27 East, Duval County, Florida; Thence South 01°04'43" West, Along The Southerly Extension Of The West Line Of Said Lot 1, A Distance Of 278.58 Feet To The Baseline Of Survey Of State Road No. 9 (I-95, As Per Florida Department Of Transportation Right Of Way Map, Section No. 72280, F.P. No. 4322592, Having A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of State Road No. 9 (I-95), The Following 5 Courses And Distances: (1) South 42°43'32" East, 3,058.98 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 11,443.85 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 11°28'22", An Arc Distance Of 2,291.47 Feet And A Chord Bearing And Distance Of South 36°59'21" East, 2,287.65 Feet To The Point Of Tangency; (3) South 31°15'10" East, 7,853.13 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 11,444.35 Feet; (4) Along The Arc Of Said Curve, Through An Angle Of 10°42'08", An Arc Distance Of 2,137.68 Feet And A Chord Bearing And Distance Of South 36°36'14" East, 2,134.57 Feet To The Point Of Tangency; (5) South 41°57'18" East, 471.47 Feet; Thence South 48°02'42" West, A Distance Of 150.00 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (I-95), And To The Point Of Beginning; Thence South 42°42'28" West, A Distance Of 1196.57 Feet; Thence North 46°41'52" West, A Distance Of 116.76 Feet; Thence North 04°33'13" East, A Distance Of 338.30 Feet; Thence North 27°29'33" East, A Distance Of 198.81 Feet; Thence North 07°16'50" East, A Distance Of 240.77 Feet; Thence North 26°32'26" West, A Distance Of 156.38 Feet; Thence North 28°32'19" East, A Distance Of 307.37 Feet; Thence North 36°20'41" West, A Distance Of 528.48 Feet; Thence North 18°32'56" East, A Distance Of 275.47 Feet To Said Southwesterly Existing Limited Access Right Of Way Line Of State Road No. 9 (I-95), And A Curve To The Left, Having A Radius Of 11,594.35 Feet; Thence Along Said Southwesterly Existing Limited Access Right Of Way Line, The Following 2 Courses And Distances: (1) Along The Arc Of Said Curve, Through An Angle Of 04°29'37", An Arc Distance Of 909.34 Feet And A Chord Bearing And Distance Of South 39°42'29" East, 909.11 Feet To The Point Of Tangency; (2) South 41°57'18" East, 471.47 Feet To The Point Of Beginning.

Containing: 17.458 Acres, More Or Less.

ALSO:

Part "B" (Acquired Remainder)

Fee Simple



A Part Of The Francis Richard Grant, Section 56, Township 3 South, Range 27 East, Duval County, Florida, Being More Particularly Described As Follows:

Commence At The Northwest Corner Of Lot 1, Block 1, Rodney Unit 1, As Recorded In Plat Book 21, Page 70, Of The Current Public Records Of Duval County, Florida, In Section 31, Township 2 South, Range 27 East, Duval County, Florida; Thence South 01°04'43" West, Along The Southerly Extension Of The West Line Of Said Lot 1, A Distance Of 278.58 Feet To The Baseline Of Survey Of State Road No. 9 (I-95, As Per Florida Department Of Transportation Right Of Way Map, Section No. 72280, F.P. No. 4322592, Having A Variable Width Right Of Way); Thence Along Said Baseline Of Survey Of State Road No. 9 (I-95), The Following 5 Courses And Distances: (1) South 42°43'32" East, 3,058.98 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 11,443.85 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 11°28'22", An Arc Distance Of 2,291.47 Feet And A Chord Bearing And Distance Of South 36°59'21" East, 2,287.65 Feet To The Point Of Tangency; (3) South 31°15'10" East, 7,853.13 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 11,444.35 Feet; (4) Along The Arc Of Said Curve, Through An Angle Of 10°42'08", An Arc Distance Of 2,137.68 Feet And A Chord Bearing And Distance Of South 36°36'14" East, 2,134.57 Feet To The Point Of Tangency; (5) South 41°57'18" East, 471.47 Feet; Thence South 48°02'42" West, A Distance Of 150.00 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of Said State Road No. 9 (I-95); Thence South 42°42'28" West, A Distance Of 1,196.57 Feet To The Point Of Beginning; Thence Continue South 42°42'28" West, A Distance Of 853.65 Feet To The Northeasterly Existing Right Of Way Line Of State Road No. 5 (U.S. 1, As Per Said Florida Department Of Transportation Right Of Way Map, Section No. 72280, F.P. No. 4322592, Having A Variable Width Right Of Way); Thence North 35°54'52" West, Along Said Northeasterly Existing Right Of Way Line, A Distance Of 423.21 Feet; Thence North 18°32'56" East, A Distance Of 2,059.62 Feet; Thence South 36°20'41" East, A Distance Of 528.48 Feet; Thence South 28°32'19" West, A Distance Of 307.37 Feet; Thence South 26°32'26" East, A Distance Of 156.38 Feet; Thence South 07°16'50" West, A Distance Of 240.77 Feet; Thence South 27°29'33" West, A Distance Of 198.81 Feet; Thence South 04°33'13" West, A Distance Of 338.30 Feet; Thence South 46°41'52" East, A Distance Of 116.76 Feet To The Point Of Beginning.

Containing: 23.710 Acres, More Or Less.

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By JLW Date 10-14-22