

Project No.: XXX
Parcel No.: XXX
RE No.: XXX
Site Address: XXX

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 **Sellers Name**, whose address is **Sellers Mailing Address** (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 interests as indicated in **Exhibit “C”** 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 **Exhibit “C”** 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 XXX Partial Fee (XXX 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

Parcel XXX Temporary Construction Easement (XXX SF)

Land:	\$ 0.00
Improvements:	\$ 0.00
(Improvements listed or N/A)	
Net Damages &/or Cost to Cure:	\$ 0.00
Total:	\$ 0.00

Parcel XXX Permanent Easement (XXX SF)

Land:	\$ 0.00
Improvements:	\$ 0.00
(Improvements listed or N/A)	
Net Damages &/or Cost to Cure:	\$ 0.00
Total:	\$ 0.00

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

At Closing, the City shall also pay: (i) the costs of recording the Deed and/ or easement document(s) delivered hereunder; (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 conveyance documents 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.

Buyer shall have sixty (60) days after the Effective Date within which to inspect the Property to undertake all investigations that Buyer deems necessary to fully evaluate the Property (the "Due Diligence

Period”) including the right at reasonable times to (i) enter the Property to obtain environmental audits of the Property; (ii) inspect the Property for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances; (iii) inspect the Property and collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials; and (iv) obtain soil and groundwater samples for physical or laboratory analysis. City may also contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other governmental authority to determine whether the files and records of such agencies include records concerning the Property. City may terminate this Agreement in its sole discretion for any or no reason during the Due Diligence Period with each party to bear its own fees and costs.

4. Conditions and Limitations.

a. This Agreement may be subject to the final approval of the Jacksonville City Council (“City Council”). Closing shall occur within thirty (30) days after the Due Diligence Period 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. Without limiting the foregoing, Closing may take place by mail or courier.

b. 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.

c. Seller is responsible for delivering marketable title to City. 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 City (“Permitted Exceptions”). 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.

d. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the “Deed”), Temporary Construction Easement, and/ or Permanent Easement in substantially the form and content 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.

e. 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)]

f. 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. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **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.

11. **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 conveyance document(s), 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.

12. **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: _____

Date: _____

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