

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4325681
DISTRICT: 3
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: S.R. 95
COUNTY: Escambia
PARCEL NO.: 100

Seller: City of Pensacola

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:** Part of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, containing 293 square feet more or less. Property ID#:182S305001000000.

(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>5,400.00</u>
Improvements	2.	\$ <u>1,000.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
Total Real Property	4.	\$ <u>6,400.00</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) **\$ 6,400.00**

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	\$ <u>6,400.00</u>
(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)

Buyer

Signature Date

State of Florida Department of Transportation

Type or Print Name

BY: _____
Signature Date

Signature Date

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

Type or Print Name and Title

Legal Review: _____
Date

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

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