

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

ITEM SEGMENT NO.: 2082115
DISTRICT: TWO
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 21(Blanding Blvd)
COUNTY: Clay
PARCEL NO.: 741

Seller: The Board of Public Instruction of Clay County, Florida a/k/a The School Board of Clay County, Florida,
a political subdivision of the State of Florida

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: 2082115 - Parcel 741
- (c) Personal property: None
- (d) Outdoor advertising structure(s) permit number(s): None

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>15,750.00</u>
Improvements	2.	\$ <u>15,400.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>27,225.00</u>
Total Real Property	4.	\$ <u>58,375.00</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)	\$ <u>58,375.00</u>
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing	\$ <u>58,375.00</u>
(g) Portion of Total Purchase Price 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

The School Board of Clay County, Florida, a political subdivision of the State of Florida
By: Johnna McKinnon, Its Chairperson
Type or print name

BY: _____
Signature Date

Signature Date

Janae Barbeau, Consultant, Sr. Right of Way Agent
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: _____

 11/25/14
Date

David M. Robertson, District Two Chief Counsel
Type or print name and title

ADDITIONAL SIGNATURES

575-030-07
RIGHT OF WAY
OGC - 08/10

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

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

08-TE.17-Date: December 16, 2014

T. S. No. 25505-41
R/W Map Sheet No. 5, 6, 11, 12 & 17
Tax Parcel No. 140524-021374-000-00

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 741.1
SECTION NO. 71070
F.P. NO. 2082115
STATE ROAD NO. 21
COUNTY OF Clay

TEMPORARY EASEMENT

THIS EASEMENT made this _____ day of _____, 20_____,
by and between THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA, a corporate body, 900
Walnut Street, Green Cove Springs, Florida 32043, grantor, and the STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-
5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other
valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor
hereby gives, grants, bargains and releases to the grantee, a temporary construction easement
for the purpose of driveway reconstruction, sidewalk construction and tying in and harmonizing
said property and the driveways, walkways, etc., thereon with the construction to be undertaken
by the Department, in State Road No. 21 adjacent thereto, in, upon, over and through the
following described land in Clay County, Florida, viz:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of seventy-two (72) months commencing on the
date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of:

THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA

Witness: _____
Print Name: _____

By: _____

Witness: _____
Print Name: _____

Print Name _____
Its Chairperson (or Vice-Chairperson)

Attest _____

Print Name: _____

Its _____ Secretary

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Chairperson or Vice-chairperson and _____, its _____ Secretary, on behalf of THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA, a corporate body, who are personally known to me or who have produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 71070
F.P. No. 2082115

State Road No. 21

Clay County

Parcel No. 741

Temporary Construction Easement

Part "A"

A Part Of Government Lot 1, Section 14, Township 5 South, Range 24 East, Clay County Florida, Being More Particularly Described As Follows:

Commence At The Northeast Corner Of Section 14, Township 5 South, Range 24 East, Clay County, Florida, Said Corner Being A Point On The Southerly Existing Right Of Way Line Of Section Street (A 40.00 Foot Wide Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 71070, F.P. No. 2082115); Thence South 89°57'04" West, Along The North Line Of Said Section 14 And Along Said Southerly Existing Right Of Way Line Of Section Street, A Distance Of 512.24 Feet To A Point On The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, A Variable Width Right Of Way, As Per Said Florida Department Of Transportation Right Of Way Map, Section 71070, F.P. No. 2082115); Thence South 18°24'23" West, Departing Said North Line Of Section 14 And Said Southerly Existing Right Of Way Line Of Section Street, Along Said Baseline Of Survey, A Distance Of 838.01 Feet To The Point Of Curvature Of A Curve To The Right, Said Curve Having A Radius Of 2,217.90 Feet And A Chord Bearing And Distance Of South 21°43'36" West, 256.90 Feet; Thence Southwesterly, Continuing Along Said Baseline Of Survey And Along The Arc Of Said Curve, Through A Central Angle Of 06°38'26", An Arc Length Of 257.05 Feet; Thence South 64°57'12" East, Departing Said Baseline Of Survey And Curve, A Distance Of 50.00 Feet To A Point On The Southeasterly Existing Right Of Way Line Of Said State Road No. 21, Said Point Being A Point On A Curve To The Left (Non-Tangent), Said Curve Having A Radius Of 2,267.90 Feet And A Chord Bearing And Distance Of North 24°39'26" East, 30.86 Feet, Said Point Also Being The **Point Of Beginning**; Thence Northeasterly, Along Said Southeasterly Existing Right Of Way Line And The Arc Of Said Curve, Through A Central Angle Of 00°46'46", An Arc Length Of 30.86 Feet; Thence South 65°48'31" East, Departing Said Southeasterly Existing Right Of Way Line And Curve, A Distance Of 3.00 Feet To A Point On A Curve To The Right (Non-Tangent), Having A Radius Of 2,270.90 Feet And A Chord Bearing And Distance Of South 24°41'27" West, 33.58 Feet; Thence Southwesterly, Along The Arc Of Said Curve, Through A Central Angle Of 00°50'50", An Arc Length Of 33.58 Feet To The Northeasterly Existing Right Of Way Line Of Everett Street (A 50.00 Foot Wide Right Of Way As Per Said Florida Department Of Transportation Right Of Way Map, Section 71070, F.P. No. 2082115); Thence North 23°10'26" West, Departing Said Curve, Along Said Northeasterly Existing Right Of Way Line, A Distance Of 4.02 Feet To The **Point Of Beginning**.

Containing 97 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Government Lot 1, Section 14, Township 5 South, Range 24 East, Clay County Florida, Being More Particularly Described As Follows:

Commence At The Northeast Corner Of Section 14, Township 5 South, Range 24 East, Clay County, Florida, Said Corner Being A Point On The Southerly Existing Right Of Way Line Of Section Street (A 40.00 Foot Wide Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section 71070, F.P. No. 2082115); Thence South $89^{\circ}57'04''$ West, Along The North Line Of Said Section 14 And Along Said Southerly Existing Right Of Way Line Of Section Street, A Distance Of 512.24 Feet To A Point On The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, A Variable Width Right Of Way, As Per Said Florida Department Of Transportation Right Of Way Map, Section 71070, F.P. No. 2082115); Thence South $18^{\circ}24'23''$ West, Departing Said North Line Of Section 14 And Said Southerly Existing Right Of Way Line Of Section Street, Along Said Baseline Of Survey, A Distance Of 838.01 Feet To The Point Of Curvature Of A Curve To The Right, Said Curve Having A Radius Of 2,217.90 Feet And A Chord Bearing And Distance Of South $21^{\circ}43'36''$ West, 256.90 Feet; Thence Southwesterly, Continuing Along Said Baseline Of Survey And The Arc Of Said Curve, Through A Central Angle Of $06^{\circ}38'26''$, An Arc Length Of 257.05 Feet; Thence South $64^{\circ}57'12''$ East, Departing Said Baseline Of Survey, A Distance Of 50.00 Feet To A Point On The Southeasterly Existing Right Of Way Line Of Said State Road No. 21, Said Point Also Being The Point Of Curvature Of A Curve To The Left, Said Curve Having A Radius Of 2,267.90 Feet And A Chord Bearing And Distance Of North $24^{\circ}31'05''$ East, 41.85 Feet; Thence Northeasterly, Along Said Southeasterly Existing Right Of Way Line And The Arc Of Said Curve, Through A Central Angle Of $01^{\circ}03'27''$, An Arc Length Of 41.85 Feet To The **Point Of Beginning**; Thence Northeasterly, Continuing Along Said Southeasterly Existing Right Of Way Line And The Arc Of Said Curve, Through A Central Angle Of $05^{\circ}34'59''$, An Arc Length Of 220.99 Feet And A Chord Bearing And Distance Of North $21^{\circ}11'53''$ East, 220.90 Feet To The Point Of Tangency Of Said Curve; Thence North $18^{\circ}24'23''$ East, Continuing On Said Southeasterly Existing Right Of Way Line, A Distance Of 829.69 Feet To A Point On The Southerly Existing Right Of Way Line Of Said Section; Thence North $67^{\circ}41'00''$ East, Departing Said Southeasterly Existing Right Of Way Line Of State Road No. 21 And Along Said Southerly Existing Right Of Way Line Of Section Street, A Distance Of 3.96 Feet; Thence South $18^{\circ}24'23''$ West, A Distance Of 300.19 Feet; Thence South $71^{\circ}35'37''$ East, A Distance Of 4.94 Feet; Thence South $18^{\circ}24'23''$ West, A Distance Of 66.23 Feet; Thence North $71^{\circ}35'37''$ West, A Distance Of 4.94 Feet; Thence South $18^{\circ}24'23''$ West, A Distance Of 465.86 Feet To The Point Of Curvature Of A Curve To The Right, Said Curve Having A Radius Of 2,270.90 Feet And A Chord Bearing And Distance Of South $21^{\circ}11'53''$ West, 221.20 Feet; Thence Southwesterly, Along The Arc Of Said Curve, Through A Central Angle Of $05^{\circ}34'59''$, An Arc Length Of 221.29 Feet; Thence North $65^{\circ}56'05''$ West, A Distance Of 3.00 Feet To The **Point Of Beginning**.

Containing 3,483 Square Feet, More Or Less.