

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE AGREEMENT**

ITEM SEGMENT NO.: 4307581  
DISTRICT: TWO  
FEDERAL PROJECT NO.: N/A  
STATE ROAD NO.: SR 224  
COUNTY: Clay  
PARCEL NO.: 800

Seller: School Board of Clay County

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: 4307581 Parcel 800 Perpetual Easement
- (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>10,100.00</u>
Improvements	2.	\$	<u>1,500.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>1,000.00</u>

**Total Real Property** 4. \$ 12,600.00

**(b) Total Personal Property** 5. \$ 0.00

**(c) Fees and Costs**

Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>

\_\_\_\_\_ Fee(s) 8. \$ 0.00

**Total Fees and Costs** 9. \$ 0.00

**(d) Total Business Damages** 10. \$ 0.00

**(e) Total of Other Costs** 11. \$ 0.00

List: \_\_\_\_\_

**Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)** \$ 12,600.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 12,600.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

### 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

Clay County School Board; By, Johnna McKinnon  
its Chairperson  
\_\_\_\_\_  
Type or print name

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Harold Durant, Consultant Sr. Right of Way Spec.  
Type or print name and title

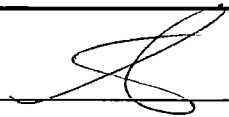
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**VII. FINAL AGENCY ACCEPTANCE**

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: \_\_\_\_\_  12/4/14 \_\_\_\_\_  
Date

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

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_

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07-PE.17-Date: December 11, 2014

T. S. No. 430758\_3  
Map Sheet No. 3  
Tax Parcel No. 07-04-26-013065-000-00

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. 800.1  
SECTION NO. 71130  
F.P. NO. 7307581  
STATE ROAD NO. 224  
COUNTY OF Clay

**PERPETUAL EASEMENT**

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a corporate body, 900 Walnut Street, Green Cove Springs, Florida 32043-3129, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a constructing and maintaining traffic signalization structures, including, but not limited to, strain pole, span wire, controller cabinet assembly, pedestrian pole, conduit, pull boxes, etc., and constructing and maintaining a curb return, sidewalk, storm water drainage inlets and tying in and harmonizing, in, over, under, upon and through the following described land in Clay County, Florida, to wit:

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

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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 BOARD OF CLAY COUNTY, FLORIDA

Witness:  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

Witness:  
Print Name: \_\_\_\_\_

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 \_\_\_\_\_, It's \_\_\_\_\_ Secretary, on behalf of THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, 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. 71130  
F.P. No. 7307581

State Road No. 224

Clay County

Parcel No. 800

Perpetual Easement

A Part Of Lot 28, Section 7, As Shown On Plat Of Florida Winter Home And Improvement Company's Land, As Recorded In Plat Book 1 Page 23e Of The Public Records Of Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At A 1" Iron Pipe (No Identification), Marking The Northwest Corner Of Section 7, Township 4 South, Range 26 East, Clay County, Florida; Thence South  $00^{\circ}26'28''$  East, Along The West Line Of Said Section 7, A Distance Of 3,823.80 Feet To The Intersection With The Baseline Of Survey Of State Road No. 224, Also Known As Kingsley Avenue (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 71130, F.P. No. 4307581); Thence North  $88^{\circ}21'40''$  East, Along Said Baseline Of Survey, A Distance Of 1,106.41 Feet; Thence South  $01^{\circ}38'20''$  East, Departing Said Baseline Of Survey, A Distance Of 50.00 Feet To The Southerly Existing Right Of Way Line Of Said State Road No. 224, Also Being The Northerly Line Of Lot 28, Section 7, As Shown On Plat Of Florida Winter Home And Improvement Company's Land, As Recorded In Plat Book 1, Page 23e Of The Public Records Of Clay County, Florida And The **Point Of Beginning**; Thence North  $88^{\circ}21'40''$  East, Along Said Southerly Existing Right Of Way Line, A Distance Of 81.13 Feet; Thence South  $01^{\circ}38'20''$  East, A Distance Of 24.31 Feet; Thence South  $88^{\circ}21'40''$  West, A Distance Of 23.43 Feet; Thence South  $01^{\circ}38'20''$  East, A Distance Of 17.82 Feet; Thence South  $88^{\circ}21'40''$  West, A Distance Of 15.26 Feet; Thence North  $01^{\circ}38'20''$  West, A Distance Of 17.82 Feet; Thence South  $88^{\circ}21'40''$  West, A Distance Of 42.44 Feet; Thence North  $01^{\circ}38'20''$  West, A Distance Of 24.31 Feet The **Point Of Beginning**.

Containing 2,244 Square Feet, More Or Less.