

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-030-07a
RIGHT OF WAY
OGC - 03/24
Page 1 of 4

ITEM SEGMENT NO.: 4352091
DISTRICT: 05
FEDERAL PROJECT NO.: D523-045-B
STATE ROAD NO.: 93 (I-75)
COUNTY: Marion
PARCEL NO.: 106

Seller: Marion County, 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:** Parcel 106, Marion County, Florida

(a) **Estate Being Purchased:** ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** Parcel 106, Marion County, Florida

(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>3,997,100.00</u>
Improvements	2. \$ <u>244,000.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>2,230,600.00</u>

Total Real Property 4. \$ 6,471,700.00

(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>

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) \$ 6,471,700.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 6,471,700.00

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

III. Additional Terms

- (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.

Owner Initials	FDOT Initials
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- (i) Other: See attached addendum

- (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

wner FDOT
initials Initials Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

- _____ ☒ There is an addendum to this agreement. Page 8-10 is made a part of this agreement.
 _____ ☐ There is not an addendum to this agreement.

VI. Acknowledgement of Final Agency Acceptance Required; Signatures

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)

Signature Date

Kathy Bryant, Chairman

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

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

ATTEST:

Gregory C. Harrell,
Clerk of the Court

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

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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**PARCEL NO. 106
FEE SIMPLE
LIMITED ACCESS RIGHT OF WAY**

**SECTION 36210
FP 435209-1**

THAT PORTION OF:

The North 567 feet of the Northeast 1/4 of Section 34 and the Southeast 1/4 of Section 27, lying West of State Road 93 (I-75) all in Township 14 South, Range 21 East, Marion County, Florida.

(Being a portion of the lands described in Official Records Book 6774, Page 1945 of the Public Records of Marion County, Florida)

DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of Section 34, Township 14 South, Range 21 East, said point being a found 8" octagonal concrete monument with brass disk stamped "MARION COUNTY SECTION SURVEY 34+35 1942" as shown on Florida Department of Transportation Right of Way Map, Section 36210, Financial Project number 435209-1; thence North 00°21'38" East along the East line of the Southeast 1/4 of said Section 34, a distance of 1452.35 feet to a point on the Baseline of Survey of State Road 93 (I-75) as shown on said Right of Way Map, said point being at Station 2439+90.72, said point also being a point on a curve, concave to the Southwest, having a Radius of 3274.17 feet and a Central Angle of 04°23'47"; thence from a tangent bearing of North 26°05'11" West, run Northwesterly along the Arc of said curve and along said Baseline of Survey, a distance of 251.24 feet (Chord Bearing = North 28°17'05" West, Chord Distance = 251.18 feet) to the Point of Tangency of said curve, said point being at Station 2442+41.96; thence North 30°28'58" West along said Baseline of Survey, a distance of 1720.48 feet to station 2459+62.44, said point being the point of curvature of a curve, concave to the Northeast, having a Radius of 3274.17 feet and a Central Angle of 28°29'44"; thence run Northwesterly along the Arc of said curve and along said Baseline of Survey, a distance of 1628.38 feet (Chord Bearing = North 16°14'06" West, Chord Distance = 1611.65 feet) to a point on the North line of the South 513 feet of the North 1080 feet of the Northeast 1/4 of said Section 34, said point being at station 2475+90.82; thence departing said Baseline of Survey, North 89°42'23" West, a distance of 150.11 feet to a point on the West limited access right of way line of said State Road 93 and the POINT OF BEGINNING; thence departing said West limited access right of way line, continue North 89°42'23" West along said North line, a distance of 26.46 feet to a point on a non-tangent curve, concave to the Southwest, having a Radius of 1994.67 feet and a Central Angle of 01°34'28", said point henceforth known as POINT "A"; thence departing said North line, from a tangent bearing of North 17°43'18" West, run Northwesterly along the Arc of said curve, a distance of 54.81 feet (Chord Bearing = North 18°30'32" West, Chord Distance = 54.81 feet) to the end of said curve; thence South 70°42'14" West, a distance of 62.67 feet to the beginning of a non-tangent curve, concave to the Southwest, having a Radius of 1932.00 feet and a Central Angle of 05°59'35"; thence from a tangent bearing of North 19°17'46" West, run Northwesterly along the Arc of said curve, a distance of 202.09 feet (Chord Bearing = North 22°17'33" West, Chord Distance = 201.99 feet) to the end of said curve; thence North 25°17'21" West, a distance of 88.02 feet; thence North 27°17'21" West, a distance of 84.54

feet to the point of tangency of a curve, concave to the Southwest, having a Radius of 109.00 feet and a Central Angle of 55°07'54"; thence run Westerly along the Arc of said curve, a distance of 104.88 feet (Chord Bearing = North 54°51'18" West, Chord Distance = 100.88 feet) to the point of tangency; thence North 82°25'15" West, a distance of 213.48 feet to the point of curvature of a curve, concave to the South, having a Radius of 1185.00 feet and a Central Angle of 01°14'00"; thence run Westerly along the Arc of said curve, a distance of 25.51 feet (Chord Bearing = North 83°02'15" West, Chord Distance = 25.51 feet) to a point on the East line of the West 440.21 feet of the West 1/2 of the Northeast 1/4 of said Section 34, said point henceforth known as POINT "B"; thence North 00°34'27" East along said East line, a distance of 107.62 feet to a point on the North line of the Northeast 1/4 of said Section 34; thence North 89°42'23" West along said North line, a distance of 325.83 feet to a point on a non-tangent curve, concave to the West, having a Radius of 2129.48 feet and a Central Angle of 04°35'49"; thence departing said North line from a tangent bearing of North 00°34'40" East, run Northerly along the Arc of said curve, a distance of 170.85 feet (Chord Bearing = North 01°43'14" West, Chord Distance = 170.81 feet) to the end of said curve, said point henceforth known as POINT "C"; thence North 89°00'00" East, a distance of 41.29 feet; thence North 02°14'58" West, a distance of 144.28 feet to a point on the South line of lands described in Official Records Book 4763, Page 463 of the Public Records of Marion County, Florida, said point henceforth known as POINT "D"; thence South 89°35'53" East along said South line, a distance of 212.23 feet, to a point henceforth known as POINT "E"; thence departing said South line, South 02°15'00" East, a distance of 56.40 feet to the point of curvature of a curve, concave to the Northeast, having a Radius of 56.00 feet and a Central Angle of 88°32'02"; thence run Southeasterly along the Arc of said curve, a distance of 86.53 feet (Chord Bearing = South 46°31'01" East, Chord Distance = 78.18 feet) to the point of tangency; thence North 89°12'58" East, a distance of 51.32 feet; thence North 87°12'58" East, a distance of 138.36 feet to the beginning of a non-tangent curve, concave to the South, having a Radius of 494.00 feet and a Central Angle of 03°00'03"; thence from a tangent bearing of North 87°13'01" East, run Easterly along the Arc of said curve, a distance of 25.87 feet (Chord Bearing = North 88°43'02" East, Chord Distance = 25.87 feet) to the beginning of a non-tangent curve, concave to the Northwest, having a Radius of 106.00 feet and a Central Angle of 44°33'50"; thence from a tangent bearing of North 60°29'33" East, run Northeasterly along the Arc of said curve, a distance of 82.45 feet (Chord Bearing = North 38°12'38" East, Chord Distance = 80.38 feet) to the point of tangency of said curve; thence North 15°55'43" East, a distance of 38.11 feet to a point on the aforementioned South line of said lands, said point henceforth known as POINT "F"; thence South 89°35'53" East along said South line, a distance of 329.21 feet to a point on the aforementioned West limited access right of way line; thence departing said South line, run the following two (2) calls along said West limited access right of way line; thence South 00°37'13" West, a distance of 731.29 feet to the point of curvature of a curve, concave to the East, having a Radius of 3424.17 feet and a Central Angle of 02°30'28"; thence run Southerly along the Arc of said curve, a distance of 149.86 feet (Chord Bearing = South 00°38'01" East, Chord Distance = 149.85 feet) to the POINT OF BEGINNING.

Containing 9.176 Acres, more or less.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE

ABOVE-DESCRIBED PROPERTY, ALONG THE COURSES BETWEEN POINTS "A" AND "B",
BETWEEN POINTS "C" AND "D" AND BETWEEN POINTS "E" AND "F" DESCRIBED ABOVE.