

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

575-030-07a  
 RIGHT OF WAY  
 OGC - 10 16  
 Page 1 of 4

ITEM SEGMENT NO.:	<u>4284551</u>
DISTRICT:	<u>TWO</u>
FEDERAL PROJECT NO.:	<u>D217 024 B</u>
STATE ROAD NO.:	<u>Jax Nat'l Cemetery</u>
COUNTY:	<u>Duval</u>
PARCEL NO.:	<u>101</u>

**Seller:** The City of Jacksonville, a body politic and corporate within Duval County, 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: 4284551 - Parcel 101 - Trail head improvements

(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>0.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
Total Real Property	4.	\$ <u>0.00</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>100,000.00</u>
List: <u>See III(i)</u>		

<b>Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)</b>	\$ <u>100,000.00</u>
<b>Total Global Settlement Amount</b>	\$ _____
(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	\$ _____
(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 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.  
\* FDOT commitment to the City of Jacksonville for the construction of two trail heads per the approved NEPA document.
- (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 City of Jacksonville, a body politic and corporate within Duval County, Florida  
By: Lenny Curry, Mayor  
Type or Print Name

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

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

J.B. Jordan, District Right of Way Manager  
Type or Print Name and Title

\_\_\_\_\_  
Type or Print Name

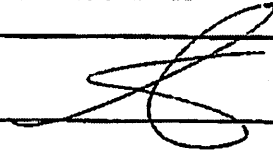
VII. FINAL AGENCY ACCEPTANCE

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: \_\_\_\_\_



4/4/18  
Date

David M. Robertson, District Two Chief Counsel  
Type or Print Name and Title

**ADDITIONAL SIGNATURES**

575 030-07  
RIGHT OF WAY  
OGC - 12-09

**SELLER(S):**

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

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Signature Date

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**Parcel Information Sheet  
NOT A DEED - INFORMATION PURPOSES ONLY**

T. S. No. 26606-2  
R/W Map Sheet No. 4, 5  
Tax Parcel No. 019640-0000

Section No. 72000      S.R. No. Jacksonville Nat'l Cemetery Access Road      Duval County  
F.P. No. 4284551

Parcel 101

Fee Simple

Being A Part Of Lot 17, Per Plat Of The Subdivision Of Part Of The David O. Ogilvie Estate, Plat Book 6, Page 70, And A Part Of Lot 1, William Gibson Grant, Plat Book 6, Page 73 Of The Public Records Of Duval County, In Section 40 Of The William Gibson And Others Grant, Township 1 North, Range 26 East, Duval County, Florida, And Being More Particularly Described As Follows.

Commence At A 4" X 4" Concrete Monument With A Nail And Disk "No Identification" Marking The Southwest Corner Of Lot 15 Of Said Plat Book 6, Page 70, Thence North 12°10'16" West, Along The West Line Of Said Lot 15, A Distance Of 576.94 Feet To A 1/2" Iron Pin With Cap Stamped "PLS 2772" Marking The Southeast Corner Of Lot 11 Of Said Plat Book 6, Page 70; Thence North 12°31'38" West, Continuing Along Said West Line Of Lot 15, Also Being The East Line Of Said Lot 11, A Distance Of 362.84 Feet To The Baseline Of Survey Of Jacksonville National Cemetery Access Road (Per Florida Department Of Transportation Right Of Way Maps Section 72000, F.P. No. 4284551), Being On A Curve To The Right (Non-Tangent), Having A Radius Of 1,432.00 Feet; Thence Along Said Baseline Of Survey And Curve, Through An Angle Of 18°47'05", An Arc Distance Of 469.49 Feet And A Chord Bearing And Distance Of North 21°53'41" West, 467.39 Feet To The Point Of Tangency; Thence North 12°30'09" West, Continuing Along Said Baseline Of Survey, A Distance Of 3,427.64 Feet To The Southerly Line Of Aforesaid Lot 17 And The Point Of Beginning; Thence South 81°09'43" West, Along Said Southerly Line Of Lot 17, A Distance Of 15.03 Feet To A Point 15.00 Feet Westerly Of Said Baseline Of Survey When Measured Perpendicularly; Thence North 12°30'09" West, Parallel With Said Baseline Of Survey, A Distance Of 801.09 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 2,247.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 17°34'17", An Arc Distance Of 689.10 Feet And A Chord Bearing And Distance Of North 21°17'17" West, 686.41 Feet To The Northerly Line Of Said Lot 17; Thence North 81°09'39" East, Along Said Northerly Line Of Lot 17, A Distance Of 199.94 Feet To The Northeasterly Corner Of Said Lot 17; Thence South 13°17'02" East, Along The Easterly Line Of Said Lot 17, A Distance Of 19.19 Feet To The Southwesterly Corner Of Lot 7 Of Said Plat Book 6, Page 70; Thence South 12°19'09" East, Continuing Along Said Easterly Line, A Distance Of 1,453.27 Feet To The Southeasterly Corner Of Said Lot 17; Thence South 81°09'43" West, Along The Southerly Line Of Said Lot 17, A Distance Of 75.45 Feet To The Point Of Beginning.

Containing 3.663 Acres, More Or Less.

Parcel Description Verified By: \_\_\_\_\_

Date: 08/25/2016

**Title Information**  
**INFORMATION CONTAINED BELOW TO BE VERIFIED BY**  
**RIGHT OF WAY ACQUISITION AGENT**

Based upon a title search through 10/22/2014;  
Updated through 00/00/0000

Homestead Property:  Yes  No

Marital Status:  Married  Single  Separated  Other \_\_\_\_\_

Owned By: (03-BSD.07) The City of Jacksonville, a body politic and corporate within Duval County,  
Florida

Grantor's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Subordinate Interests: N/A