

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4369631
DISTRICT: 4
FEDERAL PROJECT NO.: D420-035-B
STATE ROAD NO.: 9 (I-95)
COUNTY: Palm Beach
PARCEL NO.: 107

Seller: City of Lake Worth Beach, 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:** See attached Exhibit A

(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. \$ 6,100.00
Improvements	2. \$ 5,200.00
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ 0.00

Total Real Property 4. \$ 11,300.00

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

(c) **Fees and Costs**

Attorney Fees	6. \$ 0.00 931.36
Appraiser Fees	7. \$ <u>0.00</u>

_____ Fee(s)

8. \$ 0.00

Total Fees and Costs 9. \$ ~~0.00~~ 931.36

(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) \$ 11,300.00 12,231.36

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ ~~11,300.00~~ 12,231.36

(g) Portion of Total Purchase Price or Global Settlement Amount 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: all ~~Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement are identified in Section II of 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 5 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)

Signature Date

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: _____, District Right of Way Manager
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

Type or Print Name

Signature Date

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Signature Date

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Signature Date

Type or Print Name

EXHIBIT A

Item/Segment No. 4369631
Section 93220-2482
3/31/2020

Fee Simple Right of Way

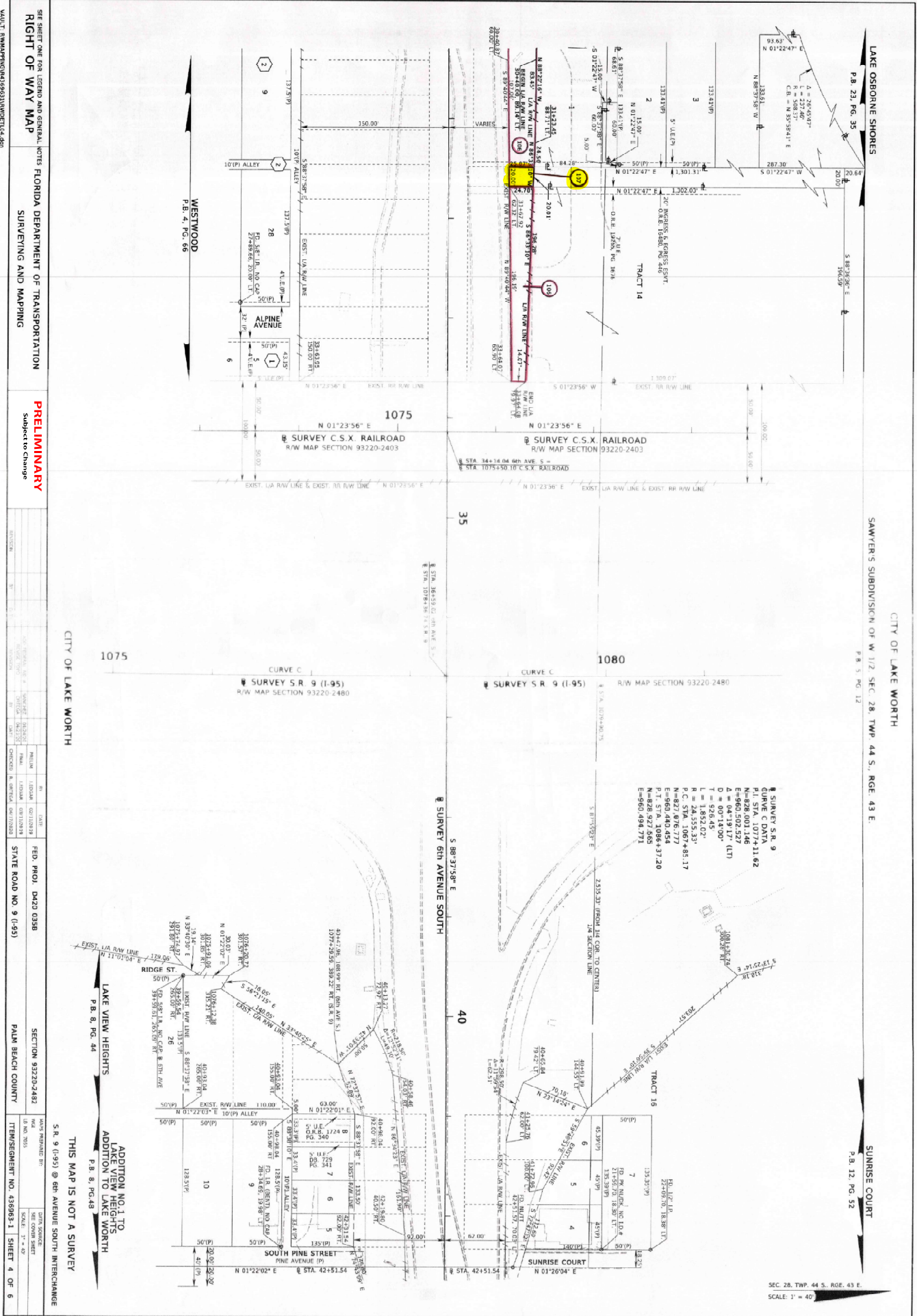
Parcel No. 107	State Road 9	Palm Beach County	Description
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A portion of Tract 14, SAWYER'S SUBDIVISION OF WEST HALF, SEC. 28, TP. 44, R.43; according to the plat thereof, as recorded in Plat Book 5, Page 12, of the Public Records of Palm Beach County, Florida, lying in Section 28, Township 44 South, Range 43 East, as shown on Sheet 4 of the Florida Department of Transportation Right of Way Map of State Road 9 (I-95), Item/Segment No. 4369631, Section 93220-2482 and being more particularly described as follows:

Commence at a brass disk in concrete stamped "Palm Beach County", found marking the West (W.) Quarter Corner of said Section 28; thence South 01°23'21" West along the West line of the Southwest One-Quarter (SW 1/4) of said Section 28, a distance of 172.11 feet to the Baseline of Survey of 6th Avenue South; thence South 88°37'58" East along the said Baseline of Survey, a distance of 970.86 feet; thence North 01°22'02" East along a line at a right angle to the last described course, a distance of 62.32 feet to the Northerly Existing Right of Way line of 6th Avenue South and the POINT OF BEGINNING; thence North 89°40'44" West along said Northerly Existing Right of Way line of 6th Avenue South, a distance of 20.00 feet to the East line of Lot 1, LAKE OSBORNE SHORES, according to the plat thereof, as recorded in Plat Book 23, Page 35, of Public Records of Palm Beach County, Florida; thence North 01°22'47" East along said East line of Lot 1, a distance of 25.87 feet to the New Limited Access Right of Way line of said State Road 9 (I-95); thence South 86°33'10" East along said New Limited Access Right of Way line, a distance of 20.01 feet to a line 20 feet east and parallel with the East line of said Lot 1; thence South 01°22'47" West along said parallel line, a distance of 24.78 feet to the POINT OF BEGINNING.

Containing 506 square feet, more or less.

Together with all rights of access, ingress, egress, light, air and view.



SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
RIGHT OF WAY MAP
SURVEYING AND MAPPING
PRELIMINARY
Subject to Change
CITY OF LAKE WORTH
LAKE VIEW HEIGHTS
ADDITION TO LAKE WORTH
P.B. 8, PG. 44
P.B. 8, PG. 48
THIS MAP IS NOT A SURVEY
S.R. 9 (I-95) @ 6th AVENUE SOUTH INTERCHANGE
SECTION 93220-2482
STATE ROAD NO. 9 (I-95)
FED. PROJ. D420 035B
Palm Beach County
TOWNSHIP NO. 430893.1 SHEET 4 OF 6

**TATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO PURCHASE AGREEMENT**

This Addendum to Purchase Agreement ("Addendum") is made and entered into by and between the City of Lake Worth Beach, a Florida municipal corporation, as "Seller," and the State of Florida Department of Transportation, as "Buyer," for the acquisition of the real property, more particularly described in the Agreement to which this Addendum is attached (the "Parcel").

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree to the following terms and conditions:

Buyer will be making roadway improvements at the SR 9 (I-95) Interchange at 6th Avenue South. Buyer has determined that a portion of Seller's land, identified by the parcel number referenced above, is required to complete the planned improvement of the roadway.

The parties agree to the following conditions to this agreement:

- 1) Water Line: It is not anticipated that the water line within Parcel 107 will be impacted during construction. Should Buyer impact the water line, Buyer shall make all necessary repairs to the water line. At the Seller's request, Utility Subordination language has been added to the City Deed.
- 2) Back flow Preventer: Seller shall remove and re-establish the following items from Parcel 107 to the adjacent owner's property within 45 days of the date the Purchase Agreement is fully executed:
 - a) One (1) backflow preventer and assemblies
 - b) Affiliated water meter, and
 - c) Any other incidental items connected to the backflow preventer and its affiliated meter, leaving the parcel clear of all related above and below-ground improvements.

Payment for the Backflow Preventer (which services the adjacent property) is included in the purchase price for Parcel 107. Reimbursement for the relocation of this back flow preventer should not be included in the Utility Reimbursement Agreement.

- 3) Electric Transmission Pole: Seller shall remove and relocate the electric transmission pole onto its remaining property. The electric transmission pole will be included in the Utility Work Schedule and will be fully reimbursable through the Utility Reimbursement Agreement with the Department.

SELLER:

City of Lake Worth Beach, a Florida municipal
Corporation

BUYER:

State of Florida
Department of Transportation

[Seller's name] Date

[Seller's name] Date

By: _____
Signature Date
Dan Marwood, Deputy District Right of Way
Manager - Production
Name / Title (printed)

Approved as to form by:

Elizabeth Quintana, Senior Attorney

HOLD HARMLESS

Item/Segment #: 4369631
FAP No.: D420-035-B
State Road No.: 9 (I-95)
County: Palm Beach
Parcel No.: 107

Property owner(s) warrant(s) and agree(s) that the sum stated in the State of Florida Warrant No. _____ for the amount of \$12,231.36 constitutes full and complete payment of all sums due for the purchase of Parcel 107 Project 4369631 including all attorney fees and costs of any nature, if any, exclusive of relocation benefits for the utility pole. Property owner(s) further agree(s) to indemnify and hold the Florida Department of Transportation harmless for any additional costs and attorney fees for the purchase of Parcel 107, Project 4369631 (exclusive of relocation benefits for the utility pole).

WITNESSES:

Sign **Date**

Print

Sign **Date**

Print

SELLER(S):

Sign **Date**

Print

Sign **Date**

Print

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CLOSING STATEMENT

575-030-16
RIGHT OF WAY
OGC - 11/16

ITEM/SEGMENT NO.:	4369631
MANAGING DISTRICT:	04
F.A.P. NO.:	D420-035-B
STATE ROAD NO.:	9 (I-95)
COUNTY:	Palm Beach
PARCEL NO.:	107

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S):

City of Lake Worth Beach, Florida

REAL PROPERTY DESCRIBED AS:

A portion of Tract 14, Sawyer's Subdivision of West Half, Section 28, Township 44 South, Range 43 East, Palm Beach County (see attached legal description and right of way map).

Summary of Seller's Transaction	
Credits	
Land	\$ 6,100.00
Improvements	\$ 5,200.00
Real Estate Damages/Cost-to-Cure	\$ 0.00
Personal Property	\$ 0.00
Business Damage	\$ 0.00
Attorney Fees	\$ 931.36
Appraiser Fees	\$ 0.00
Other	\$ 0.00
Total Credits	\$ 12,231.36
Debits	
First Mortgage Payoff	\$ 0.00
First Mortgage Pre-Payment Penalty	\$ 0.00
Second Mortgage Payoff	\$ 0.00
Second Mortgage Pre-Payment Penalty	\$ 0.00
Attorney Fees	\$ 931.36
Appraiser Fees	\$ 0.00
Ad Valorem Taxes NA	\$ 0.00
Other	\$ 0.00
Total Debits	\$ 931.36
Credits Less Debits	\$ 11,300.00
Amount Withheld	\$ 0.00
Amount Due to Seller at Closing	\$ 11,300.00

Warrant No.: _____

Received By: _____

Date of Final Agency Acceptance: _____

(Type or print name under signature)

Date of Closing: _____

Closing Agent: Hugo Solano

Item/Segment No. 4369631
Section 93220-2482
3/31/2020

Fee Simple Right of Way

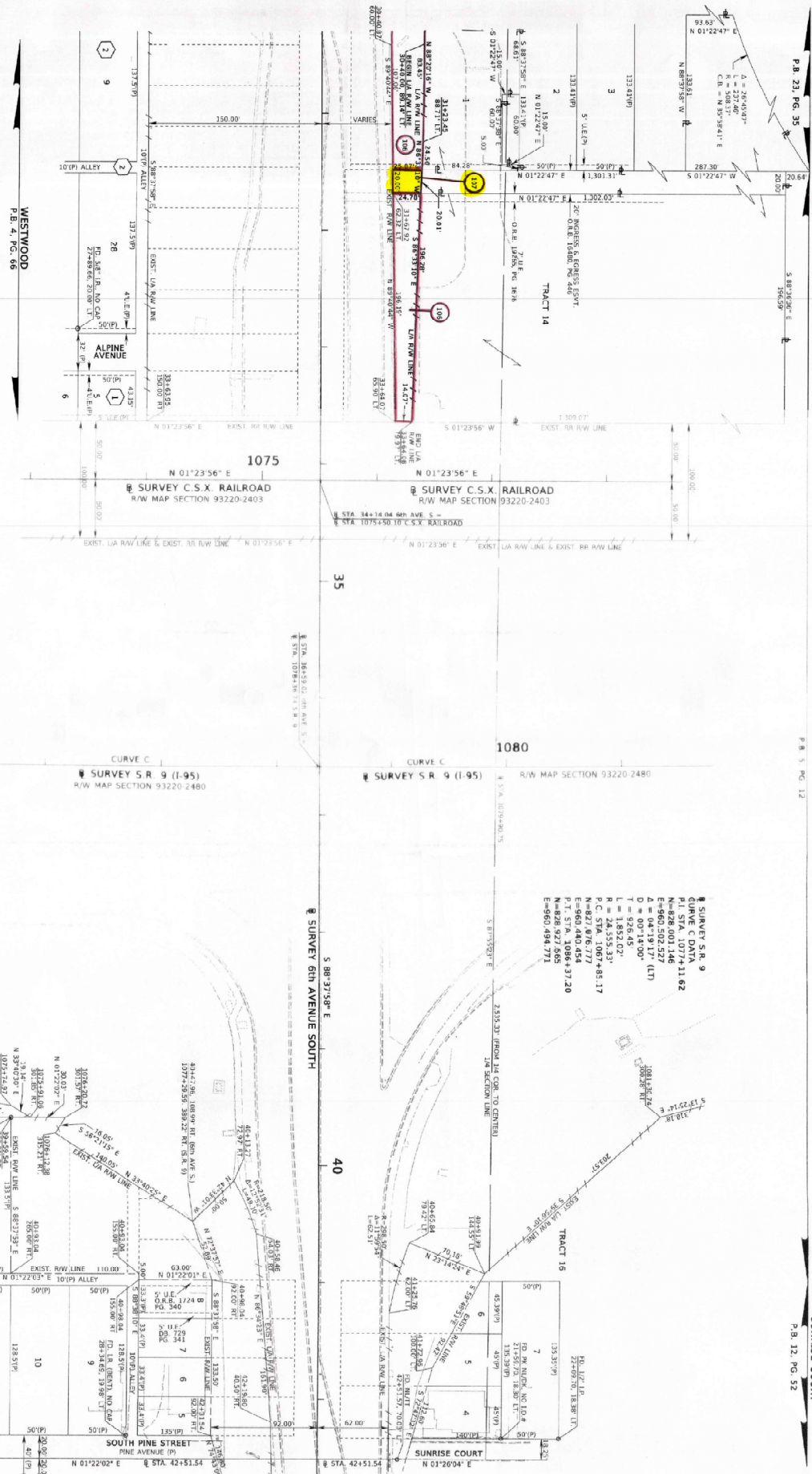
Parcel No. 107	State Road 9	Palm Beach County	Description
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Containing 506 square feet, more or less.

Together with all rights of access, ingress, egress, light, air and view .



SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
RIGHT OF WAY MAP
SURVEYING AND MAPPING

PRELIMINARY
Subject to Change

DATE	BY	REVISION	DESCRIPTION
01/11/2011	W. J. WILSON	1	INITIAL DESIGN
02/01/2011	W. J. WILSON	2	FINAL DESIGN
02/01/2011	W. J. WILSON	3	FINAL DESIGN
02/01/2011	W. J. WILSON	4	FINAL DESIGN
02/01/2011	W. J. WILSON	5	FINAL DESIGN
02/01/2011	W. J. WILSON	6	FINAL DESIGN
02/01/2011	W. J. WILSON	7	FINAL DESIGN
02/01/2011	W. J. WILSON	8	FINAL DESIGN
02/01/2011	W. J. WILSON	9	FINAL DESIGN
02/01/2011	W. J. WILSON	10	FINAL DESIGN
02/01/2011	W. J. WILSON	11	FINAL DESIGN
02/01/2011	W. J. WILSON	12	FINAL DESIGN
02/01/2011	W. J. WILSON	13	FINAL DESIGN
02/01/2011	W. J. WILSON	14	FINAL DESIGN
02/01/2011	W. J. WILSON	15	FINAL DESIGN
02/01/2011	W. J. WILSON	16	FINAL DESIGN
02/01/2011	W. J. WILSON	17	FINAL DESIGN
02/01/2011	W. J. WILSON	18	FINAL DESIGN
02/01/2011	W. J. WILSON	19	FINAL DESIGN
02/01/2011	W. J. WILSON	20	FINAL DESIGN

THIS MAP IS NOT A SURVEY
ADDITION NO. 1 TO
LAKE VIEW HEIGHTS
ADDITION TO LAKE WORTH
P.B. 8, PG. 48
S.R. 9 (I-95) @ 6th AVENUE SOUTH INTERCHANGE
SECTION 93220-2482
STATE ROAD NO. 9 (I-95)
Palm Beach County
FED. PROJ. D420 035B
DATE 03/08

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

May 21, 2021

City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33463

In Reference To: LWB for FDOT (Parcel 107 FM Project 4369631)
Federal Tax ID 65-0195026

Invoice

Professional Services

5/18/2021- Reviewed comments from City on
project; review and revise FDOT proposed purchase
agreement, closing documents, City resolution and Deed
Agreement 2.7/hrs. \$628.67

5/21/2021 - Meeting with FDOT on proposed
purchase agreement, closing documents, City
resolution and Deed Agreement 1.3/hrs. \$302.69

Total Balance Due \$931.36

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Christy L. Goddeau, Shareholder	4.00	\$232.84	\$931.36

CLOSING AGENDA

Item/Segment No.: 4369631		State Road No.: 9 (I-95) County: Palm Beach Parcel No.: 107	Location of Closing: 7 North Dixie Highway, Lake Worth, FL 33460
Buyer: State of Florida, Department of Transportation			Seller: City of Lake Worth Beach
Closing Date:	Time:	Agent for Buyer: Mark Besoner	
Transaction Description: Closing parcel 107			Closing Agent for Buyer: Hugo Solano

I. Documents to be provided <u>by Buyer to Seller</u> at closing:	EXECUTED	DELIVERED
A. Approved Purchase Agreement / Final Agency Acceptance		Day of Closing
B. Closing Statement		Day of Closing
C. Warrant dated in the amount of \$12,231.36 Payable to: City of Lake Worth Beach	NA	Day of Closing
D. 1099-S Form	NA	NA
II. Documents to be provided <u>by Seller to Buyer</u> at closing:		
A. City Deed – 107.1R		Day of Closing
B. Resolution 107.2		Day of Closing
C.		
D.		
E.		
F. 30-Day Notice to Vacate (Partial Acquisition – Parking Lot)	NA	NA
G. Release of Property	NA	N/A
H. Certified or personal check made payable to Palm Beach County Tax Collector in the amount of \$ for 2021 pro-rated real estate taxes	NA	NA
I. Hold Harmless Agreement		Day of Closing
J. Warrant Acknowledgement	Day of Closing	Day of Closing
K. Public Disclosure Affidavit	N/A	N/A
L. Customer Survey	N/A	Day of Closing

SELLER:
City of Lake Worth Beach

(Signature)

Date

BUYER:
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Hugo Solano
TITLE: Right of Way Agent

Date