

PURCHASE AGREEMENT
For South Sumter Watershed Maintenance

COUNTY PROJECT: SOUTH SUMTER WATERSHED
COUNTY: Sumter
PARCEL Nos.: **S13-018**
SELLER: **DAVID B. GRIFFIS AND MELANIE K. GRIFFIS AS TRUSTEES OF THE DAVID B. GRIFFIS AND MELANIE K. GRIFFIS FAMILY TRUST DATED 2/19/2016** (hereinafter referred to as "Seller")
BUYER: **SUMTER COUNTY, FLORIDA**, a subdivision of the State of Florida (hereinafter referred to as the "Buyer")

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 Real Property being purchased ("Property")

- (a) Estate being purchased: **Perpetual Easement**
- (b) Real property described in Exhibit "A" attached hereto and incorporated herein by this reference and containing an area **7,506 square feet more or less**.
- (c) Personal property: **None**
- (d) Outdoor advertising structure(s) permit number(s): **Not applicable**

Buildings, structures, fixtures and other improvements owned by others: **Not applicable**. These items are NOT included in this agreement. If applicable, a separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	Real Property			
	Land	1.	\$	\$6,755.40
	Improvements	2.	\$	\$00.00
	Real Estate Damages	3.	\$	\$00.00
	(Severance/Cost-to-Cure)			
	Perpetual Drainage Easement	4.	\$	\$00.00
	Incentive	5.	\$	\$00.00
		6.	\$	
		7.	\$	
	Total Real Property	8.	\$	\$6,755.40

(b)	Total Personal Property	9.	\$	
(c)	Fees and Costs			
	Attorney Fees	10.	\$	900.00
	Appraiser Fees	11.	\$	
	Fee(s)	12.	\$	
	Total Fees and Costs	13.	\$	
(d)	Total Business Damages	14.	\$	
(e)	Total of Other Costs	15.	\$	
	List:			
	Total Purchase Price		\$	\$7,655.40
(f)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	
(g)	Portion of Total Purchase Price to be Paid to Seller by Buyer upon surrender of possession		\$	

III. Conditions and Limitations

- (a) **No Deposit.** There shall be no Deposit required by Sumter County with the execution of this Agreement
- (b) **Contingency for Board Approval.** The enforceability of this Agreement is wholly contingent upon the approval of this Agreement by the Sumter County Board of County Commissioners.
- (c) **Public Disclosure Affidavit.** Seller represents and warrants that it received the Public Disclosure Affidavit Notice required by F.S. 286.23 and that, if applicable, 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. I also acknowledge that Buyer has provided me with copies of Section(s) 73.015, 73.071, 73.091, 73.092, Florida Statutes.
- (d) **Seller Representations.** Seller represents and warrants that: (1) that there are no Buildings, structures, fixtures and other improvements owned by others on the subject Property; or (2) that there are no private or governmental actions, suits, proceedings or investigations pending against Seller which could have an adverse effect on the Property.
- (e) **Duty to Maintain.** 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 as existing on the date of this Agreement, except for reasonable wear and tear.

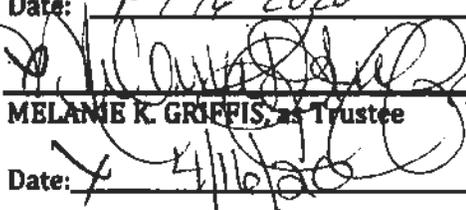
- (f) **Purpose of Acquisition.** The Property described in **Section I** of this Agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes.**
- (g) **Seller's Obligations at Closing.** At the closing, Seller shall:
- (1) Execute, acknowledge and deliver to Buyer a Warranty Deed conveying marketable title to the Property according to applicable Title Standards, which deed shall be in statutory form for recording. Seller shall be liable for all encumbrances not disclosed in the public records;
 - (2) Execute and deliver to the Title Company an affidavit that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;
 - (3) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder;
 - (4) Execute and deliver to Buyer and the Title Company a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company;
 - (5) Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, proration's and closing costs as set forth herein;
 - (6) Deliver up occupancy of the Property at Closing. Any occupancy beyond closing must be under a separate lease agreement; and
 - (7) Execute and deliver such other documents as may be required by this Agreement.
- (h) **Buyer's Obligations at Closing.** Contemporaneously with the performance by Seller of its obligations at Closing, Buyer shall:
- (1) Execute and deliver to Seller a closing statement setting forth the Purchase Price, adjustments, proration's and closing costs as set forth herein;
 - (2) Execute and deliver such other documents as may be required by this Agreement; and
 - (3) Pay all closing costs, recording fees and title insurance costs related to this transaction.
- (i) **Final Acceptance.** It is mutually acknowledged that this Purchase Agreement is subject to Final Acceptance by the Board of County Commissioners for Sumter County pursuant to Section 119.0711, Florida Statues. 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 Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this Agreement. Final Acceptance shall be evidenced by the signature of Buyer below.

Sellers:



DAVID B. GRIFFIS as Trustee

Date: 4-16-2020



MELANE K. GRIFFIS as Trustee

Date: 4/16/20

Buyer

COUNTY OF SUMTER

By: _____

Signature

Date: _____

Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this _____ day of _____ 2020.

By: _____

Bradley Arnold

Bradley Arnold, County Administrator

Legal Review: _____

Date