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PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4145062
DISTRICT: 01
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 70
COUNTY: Manatee
PARCEL NO.: 120 AB

Seller: Foxwood at Panther Ridge Homeowner's Association, Inc., a Florida corporation not for profit

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: That portion of Tract 43, Pomello Park, a subdivision lying in Section 29, Township 35 South, Range 20 East, as per plat thereof recorded in Plat Book 6, Page 61, Public Records of Manatee County, Florida, containing 2,325 square feet.

(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.	$ 5,100.00
	Improvements	2.	$ 57,700.00
	Real Estate Damages (Severance/Cost-to-Cure)	3.	$ 229,100.00
	Total Real Property	**4.**	**$ 291,900.00**
(b)	**Total Personal Property**	**5.**	**$ 0.00**
(c)	**Fees and Costs**		
	Attorney Fees	6.	$ 1,292.50
	Appraiser Fees	7.	$
	Attorney Fee(s)	8.	$ 3,971.00
	Total Fees and Costs	**9.**	**$ 5,263.50**
(d)	**Total Business Damages**	**10.**	**$**
(e)	**Total of Other Costs**	**11.**	**$**
	List:		

Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**) **$ 297,163.50**

Total Global Settlement Amount

(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	$

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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 the purchase price in this Purchase Agreement includes compensation for all fees, costs and business damage claims, if any. Closing is contingent upon the disposal or release of any interests, claims or potential claims related to the purchase, whatsoever and from whomever, to the satisfaction of the Buyer.

(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.

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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)

[redacted] 2/24/23
Signature Date

Foxwood at Panther Ridge Homeowner's Association, Inc., a Florida corporation not for profit
By: Nicolle Olarsch, its President
Type or Print Name

Signature Date

Type or Print Name

Buyer

DS
State of Florida Department of Transportation

DocuSigned by:
BY: [redacted] 4/12/2023
Date

Gregory C. Bowne, District Right of Way Manager
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this 23rd day of May, 2023.

DocuSigned by:
BY: [redacted]
Signature

Gregory C. Bowne, District Right of Way Manager
Type or Print Name and Title

DocuSigned by:
Legal Review [redacted] 4/12/2023
Date

Don Conway, Senior Attorney, approved as to Form and Legality
Type or Print Name and Title

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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

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PARCEL INFORMATION SHEET

FP NO. 4145062 **SECTION** 13160-000 **STATE ROAD NO.** 70 **COUNTY** Manatee

DESCRIPTION

PARCEL 120.1

RIGHT OF WAY

A) That portion of Tract 43, Pomello Park, a subdivision lying in Section 29, Township 35 South, Range 20 East, as per plat thereof recorded in Plat Book 6, Page 61, Public Records of Manatee County, Florida.

Being described as follows:

Commence at the northwest corner of the southeast 1/4 of said Section 29; thence along the west line of said southeast 1/4, South 00°02'38" East a distance of 637.88 feet to the survey baseline of State Road 70; thence along said survey base line South 69°53'58' East a distance of 1,259.29 feet; thence South 20°06'02" West a distance of 132.00 feet to the south existing right of way line of said State Road 70 [per Section 13160-2503 (1316-102)] for a POINT OF BEGINNING; thence along said south existing right of way line South 69°53'58" East a distance of 39.87 feet to an intersection with the westerly existing right of way line of 213th Street East (per Official Records Book 1597, Page 438, Public Records of Manatee County, Florida); thence along said westerly existing right of way line South 20°06'02" West a distance of 51.42 feet; thence North 17°41'25" West a distance of 65.07 feet to the POINT OF BEGINNING.

Containing 1,025 square feet.

ALSO

B) That portion of Tract 43, Pomello Park, a subdivision lying in Section 29, Township 35 South, Range 20 East, as per plat thereof recorded in Plat Book 6, Page 61, Public Records of Manatee County, Florida.

Being described as follows:

Commence at the northwest corner of the southeast 1/4 of said Section 29; thence along the west line of said southeast 1/4, South 00°02'38" East a distance of 637.88 feet to the survey baseline of State Road 70; thence along said survey base line South 69°53'58' East a distance of 1,383.17 feet; thence South 20°06'02" West a distance of 132.00 feet to an intersection with the south existing right of way line of said State Road 70 [per Section 13160-2503 (1316-102)] and the easterly existing right of way line of 213th Street East (per Official Records Book 1597, Page 438, Public Records of Manatee County, Florida) for a POINT OF BEGINNING; thence along said south existing right of way line South 69°53'58" East a distance of 50.15 feet; thence South 64°08'52" West a distance of 72.13 feet to said easterly existing right of way line; thence along said easterly existing right of way line North 20°06'02" East a distance of 51.84 feet to the POINT OF BEGINNING.

Containing 1,300 square feet.

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Legal Description Approved by: [redacted]

Date: 10-27-2020

NOT A DEED - INFORMATION PURPOSES ONLY

OWNED BY: (GWD.CORP) – Foxwood at Panther Ridge Homeowner's Association , Inc., a Florida corporation not for profit.

SUBJECT TO:

N/A

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ITEM/SEGMENT NO.: 4145062
MANAGING DISTRICT: 1
F.A.P. NO.: N/A
STATE ROAD NO.: 70
COUNTY: Manatee
PARCEL NO.: 120

Public Disclosure Affidavit (For All Persons and Entities Except Trust)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

Nikki Olarsch
Name of Corporation, Partnership, etc.
in the capacity of

HOA President
and; my full name

and address is [redacted] Bradenton, FL 34202
Affiant's Name and Address
; and

Foxwood At Panther Ridge Homeowners Association, Inc.
Name of Corporation, Partnership, etc.
holds legal title to

the real estate described in ***Attachment "A"*** to this affidavit; and (select appropriate option)

☑ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on ***Attachment "B"*** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public.

☐ This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less that 5% of the beneficial interest in this entity.

[redacted]
Affiant's Signature

Nikki Olarsch
Print or Type Name of Affiant

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of March, 2023 by Nikki Olarsch (name of person) as HOA President (type of authority) for Foxwood at Panther Ridge Homeowners Association Inc. (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: [redacted]

Jerome Banks
Comm.: HH 222383
Expires: March 21, 2026
Notary Public - State of Florida

Jerome Banks
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced ____

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Attachment A
Insert Legal Description

FP NO. 4145062 **SECTION** 13160-000 **STATE ROAD NO.** 70 **COUNTY** Manatee

DESCRIPTION

PARCEL 120.1

RIGHT OF WAY

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Containing 1,025 square feet.

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Containing 1,300 square feet.

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