

CONTRACT NO. _____

BCC APPROVED: _____

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (“Contract) is made and entered into on the day and year set forth below by Sarasota County, a political subdivision of the State of Florida (“County”), as Seller, whose address is 1660 Ringling Blvd., Sarasota, FL 34236 and _____, (“Buyer”) as Buyer, whose address is _____.

For and in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. **PROPERTY.** County agrees to sell and Buyer agrees to buy on the terms and conditions hereinafter set forth, that real property located at 2350 N. Tamiami Trail, Nokomis, FL, also known as a portion of Parcel ID #0161-08-0055, and as more particularly described on the sketch and legal description attached hereto and made a part hereof as Exhibit “A”, together with any improvements located thereon, all of which is hereinafter referred to as the “Property”.

2. **PURCHASE PRICE.** Purchase price for the Property shall be _____ and No/100 Dollars (\$_____.00) (“Purchase Price”) payable at Closing by cashier’s check or wire transfer. An Earnest Money Deposit in the amount of 10% of the purchase price shall be due and payable to the County, or an Escrow Agent approved by the County, within three days of the Effective Date of this Contract.

3. **EFFECTIVE DATE.** The “Effective Date” shall be the date on which the Buyer or County, whichever signs last, signs the contract.

4. **TITLE EVIDENCE.** Buyer may, at Buyer’s expense, within sixty (60) days after the Effective Date, obtain a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer.

Buyer shall have fifteen (15) days from date of receiving evidence of title to examine it and notify County in writing specifying defects. County will have thirty days (30) days from receipt of notice within which to remove the defects (the “Cure Period”), failing which Buyer shall have the option of either accepting the title as it then is or terminating this Contract, whereupon County and Buyer shall release one another of all further obligations under the Contract provided, however, that if County is using diligent effort as required below, then County, at its option, may extend the Cure Period by a period of up to sixty (60) days. County will use reasonable effort to correct defects in title within

the time provided but shall not be required to a) bring lawsuits or b) pay monies to have defects cured other than the amount necessary to satisfy current mortgages.

Any title matter that is not timely objected to by Buyer as provided for in this Section 4 shall be deemed to be accepted by Buyer.

5. **CLOSING DATE.** Subject to Buyer completing its title examination and satisfactorily completing its other due diligence investigations as provided in this Contract, this transaction shall be closed and the deed and other closing documents delivered on or before one hundred and twenty (120) days from the Effective Date of this Contract (the “Closing” or “Contract Closing Date”), or thirty (30) days after the Cure Period, if later, unless extended in writing by mutual agreement of the parties, at which time County will deliver possession of the Property to Buyer “as-is”.

6. **PLACE OF CLOSING.** Closing shall be held at the Office of the County Attorney, 1660 Ringling Blvd., Second Floor, Sarasota, Florida 34236 or at a place designated by County.

7. **DOCUMENTS FOR CLOSING.** County shall convey the Property to Buyer by County Deed. County shall prepare a County deed in accordance with Section 125.411 Florida Statutes. Buyer shall furnish the closing statement and any other necessary closing documents.

8. **EXPENSES.** Documentary stamps on the deed and recorded corrective instruments shall be paid by Buyer. Buyer shall pay to record deed. The Purchase Price and consideration being given by the Buyer hereunder constitute the total consideration to be paid to County in connection with the acquisition of the Property. County and Buyer hereby represent to each other that they have not dealt with any real estate broker, agent, salesperson or finder in connection with the purchase and sale of the Property except as listed below. Neither party is responsible for any of the other party’s attorney fees or brokerage fees for settlement/contract negotiations and transfer of the Property.

Brokers: _____

9. **SURVEY.** Buyer may, at Buyer’s expense, have a survey of the Property prepared within sixty (60) days of the Effective Date. If the survey shows encroachments on the Property or that improvements located on the Property encroach on set back lines, easements, lands of others or violate any restrictions or regulations affecting the Property, the same shall constitute a title defect.

10. **BUYER’S RIGHT TO INVESTIGATE.** Buyer shall have the right to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable and appropriate with respect to the Property. Such inquiries and investigations shall be deemed to include, but shall not be limited to, any leases and contracts pertaining

to the Property, the physical components of all portions of the Property including but not limited to environmental assessments and soil borings, all improvements, such state of facts as an accurate survey and inspection would show, and zoning ordinances, resolutions and regulations of the city, county and state where the Property is located. Buyer shall have the option to terminate the Contract if in Buyer's sole opinion the results of the investigations and inquiries are not acceptable. Buyer shall notify County within seventy-five (75) days after the Effective Date hereof of its election to terminate the contract; otherwise, this condition shall be deemed to have been satisfied. Buyer agrees to notify County promptly of any defects or conditions as set forth in this contract.

11. **AS-IS CONDITION.** County does not warrant the condition of the Property and Property is being sold in "as is" condition.

12. **TIME.** Time is of the essence of the Contract. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays. Time periods of six days or greater shall be computed on the basis of calendar days. Any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

13. **OUTSTANDING LEASES.** County has no knowledge of any valid and outstanding leases affecting the Property and no parties other than County have any rights to use or possession of the Property or any portion thereof.

14. **CONDITIONS OF CLOSING.**

a. **Utilities.** All charges for utilities shall be prorated through the date of Closing.

b. **Liens.** County shall furnish to Buyer at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or liens known to County and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding the Closing. Liens for special assessments shall be paid by County prior to the Closing or credited to Buyer as hereinafter provided. The amount of a certified lien shall be discharged by County prior to the Closing, and County shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by Buyer with an appropriate credit given to Buyer against the Purchase Price. At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the party that is entitled to the adjustment.

15. **NOTICES:**

Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Buyer/Buyer's Representative:	County's Agent:
Name: _____	Name: <u>Justin Sago</u>
Title: _____	Title: <u>Right of Way Agent</u>
Address: _____	Address: <u>1660 Ringling Blvd.,</u>
	<u>#240</u>
	<u>Sarasota, FL 34236</u>
Telephone: _____	Copy to: <u>Joshua B. Moye</u>
Facsimile: _____	<u>Assistant County</u>
	<u>Attorney</u>

Any change in the County's Agent or the Buyer/Buyer's Representative will be promptly communicated in writing by the party making the change in writing.

16. **NO ASSIGNMENT.** The Contract cannot be assigned without mutual approval by Buyer and County.

17. **DEFAULT.** In the event either Party refuses, neglects or otherwise fails to carry out any terms of the Contract, the Contract may be terminated by the non-defaulting Party, upon at least ten (10) days prior notice to the defaulting party. In the event of a default by Buyer, County shall have the right to retain any deposits already made by Buyer. In the event of a default by County, any deposits paid by Buyer shall be returned to Buyer.

18. **NO INTERPRETATION AGAINST DRAFTER.** Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Contract and that legal counsel was consulted by each party (or opportunity for such legal consultation afforded to each party) before execution of this Contract.

19. **EXECUTION BY COUNTY COMMISSION.** Notwithstanding any action taken on the Contract by the Sarasota County Board of County Commissioners or any agent thereof, or County employee, the Contract shall not be enforceable against the County unless approved by the Board of County Commissioners and executed by the Chair or Vice-Chair of the Board of County Commissioners.

20. **COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile copy of this Contract and signatures of the parties hereon shall be considered for all purposes as originals.

21. **DISPUTE RESOLUTION.**

- A. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- E. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. This section shall survive the termination or expiration of this Contract.

22. **AUTHORIZATION.** The execution, delivery, and performance of the Contract has been duly authorized by proper action of the purchasing entity, if required. Buyer shall provide documentation of such authorization upon County's request.

23. **COUNTY AS A REGULATORY AUTHORITY.** Buyer acknowledges that the County is the owner of the Property and also has authority as a regulatory agency. If the County, as the owner of the Property sells the Property to the Buyer, such sale does

not provide exemption from any required regulatory or permitting approval. The Buyer remains responsible to obtain any and all permits and/or permissions from the appropriate regulatory agencies including but not limited to Sarasota County.

24. **THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

25. **CAPTIONS.** The captions of this Contract are inserted solely for convenience or reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Contract.

26. **ENTIRE AGREEMENT.** This Contract constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract on the last date set forth below.

Signed and Sealed in the
Presence of these Witnesses:

“Buyer”

Witness
Print Name:_____

Date: _____

Witness
Print Name:_____

**This area intentionally left blank.
Additional signature page to follow.**

“County”

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

By: _____
CHAIR OR VICE-CHAIR

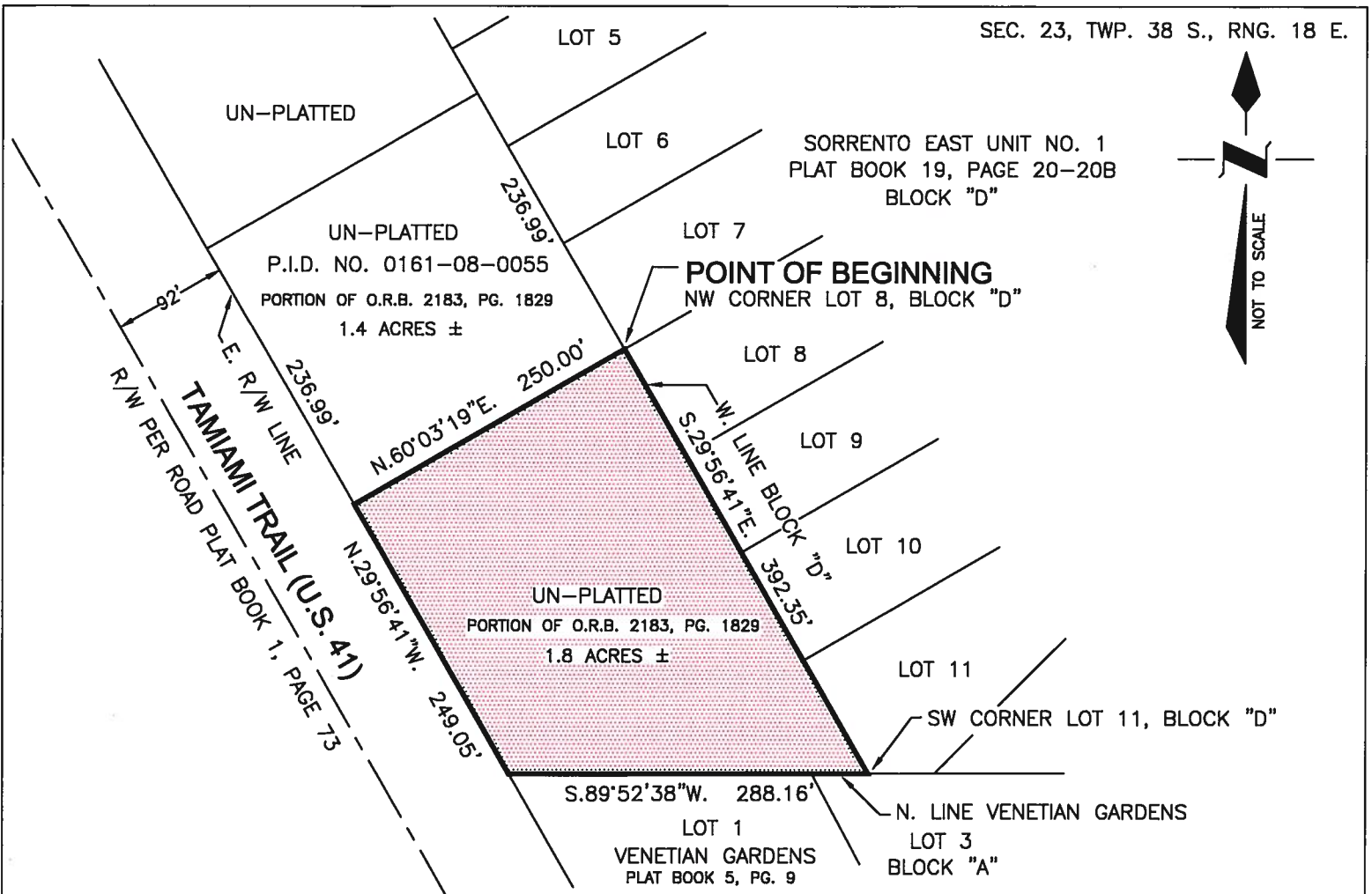
DATE: _____

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: _____
DEPUTY CLERK

Approved as to form and correctness

COUNTY ATTORNEY



That part of those lands described in Official Records Book 2183, Page 1829 of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Lot 8, Block "D", Sorrento East Unit No. 1, according to the plat thereof recorded in Plat Book 19, Page 20-20B of the Public Records of Sarasota County, Florida; thence run South 29°56'41"East along the West line of said Block "D" for a distance of 392.35 feet to the Southwest corner of Lot 11, Block "D" of said Sorrento East Unit No. 1; thence run South 89°52'38"West along the North line of Venetian Gardens according to the plat thereof recorded in Plat Book 5, Page 9 of said Public Records for a distance of 288.16 feet to the intersection with the Easterly Right-of-Way line of Tamiami Trail (U.S. 41) according to the Right-of-Way Map recorded in Road Plat Book 1, Page 73 of said Public Records; thence run North 29°56'41"West along said Easterly Right-of-Way line for a distance of 249.05 feet; thence run North 60°03'19"East for a distance of 250.00 feet to the Point of Beginning.

Containing 80,174.66 square feet or 1.8 acres, more or less.

ABBREVIATION LEGEND

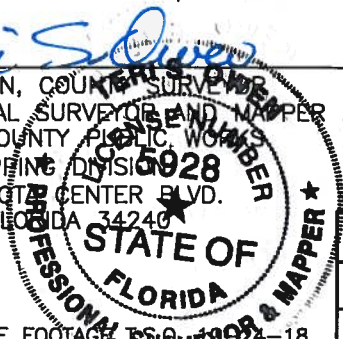
- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- P.T. = POINT OF TANGENCY
- C = CENTERLINE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE WEST LINE OF BLOCK "D", SORRENTO WEST UNIT NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 20-20B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEARING BEING S 29°56'41"W.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TERI S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 SARASOTA COUNTY PUBLIC WORKS
 SURVEY-MAPPING DIVISION
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

10-24-18
 DATE



TAMIAMI TRAIL (U.S. 41)

PARCEL NO. 100	DRAWN	T.OWEN	DATE	11-21-13	SCALE	N.T.S.
PARCEL = 80,174.66 SQ. FT. ±	CHECKED	J.M.	DATE	11-21-13	JOB NO.	

REVISIONS:
 ADDED SQUARE FOOTAGE 80,174.66 ±

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