

Purchasing Department  
Surplus and Sell  
Bid Number: 156-0076-B (SS)

Prepared by and return to:  
Real Estate Management Dept.  
Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

## CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made and entered into this 25 day of August, 2016 between PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER" and HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. whose address is 13355 49th Street North, Clearwater, Florida 33762, hereinafter referred to as "BUYER".

WHEREAS, SELLER has determined that the real property as described herein "Property" is surplus; and SELLER solicited competitive bids for the property pursuant to Pinellas County Invitation to Bid, No. 156-0076-B (SS) (hereinafter ITB); and

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to the terms and conditions of the ITB, which are incorporated herein by reference, and the terms and conditions contained therein:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the Property, including the development rights, littoral, riparian rights, and mineral rights per Florida Statutes Section 270.11(3), of the Property whose parcel identification numbers are as follows:

08/30/15/96282/001/0150

08/30/15/96282/001/0160

08/30/15/96282/001/0170

1. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of \$43,920.00 (PURCHASE PRICE) subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at closing.

2. DEPOSIT: SELLER acknowledges that the BUYER has made a deposit in the sum of \$6,588.00 with SELLER, which will be applied, as a credit, to the PURCHASE PRICE at closing and constitutes the BUYER's earnest money which shall not earn interest prior to the closing.

3. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and accepted by the SELLER through its Board of County Commissioners, in open session.

4. CLOSING DATE: This transaction shall be closed on or before ninety (90) days after the Effective Date of this contract, unless extended by mutual written agreement of the parties. In the event that BUYER is not able to complete its due diligence on the Property within this ninety (90) day period, BUYER may make a written request to have the Closing Date deferred. Such a request will be granted upon the sole and reasonable discretion of the SELLER.

5. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property, subject to the reservation by the SELLER of any public easements, or any other conditions/terms agreed upon in writing by the parties in this contract.

6. TITLE INSURANCE: SELLER does not provide title insurance; however, BUYER may procure it at BUYER's sole expense.

7. SURVEY: BUYER may procure a survey at BUYER's sole expense.

8. EXPENSES: SELLER is exempt from paying State documentary stamp taxes as provided for in Florida Statutes § 201.02. BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording, together with the cost of recording any corrective instruments, and any such other expenses in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

9. CLOSING DOCUMENTS: Ten (10) days prior to closing, BUYER shall furnish for SELLER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes, conveying the Property to

BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

10. PLACE OF CLOSING: Closing shall be held in the county where the Property is located, and at the office of the attorney or other closing agent designated by the BUYER.

11. TIME: Time is of the essence as to this Contract.

12. RESTRICTIONS, EASEMENTS, LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat restrictions; easements of record and any permits to which the Property may be subject. BUYER shall also take title subject to the Deed Restrictions listed in Exhibit "A".

13. TAXES: BUYER shall be fully liable and responsible for the payment of any and all taxes due on the property from the date of closing and subsequent years thereafter.

14. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the BUYER's right to assign its interest under this contract shall be subject to the written consent of SELLER.

15. DEFAULT: Unless otherwise agreed to in writing the following applies: 1.) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER's remedy shall be to retain any deposit(s), and this Contract shall thereafter terminate, expire, and become null and void and, all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2.) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER will receive the return of any deposit(s) full settlement of all claims for damages occasioned by SELLER's default, whereupon this Contract shall terminate, and expire, and become null and void and, all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract.

16. DISCLAIMER, WARRANTIES AND REPRESENTATIONS AND DUE DILIGENCE: SELLER AND BUYER agree that the Property is being sold "As Is." SELLER makes no warranties or representations of any kind or nature concerning the condition of the Property, including any structures or improvements thereon, the development rights available for

the Property, the zoning or land use designation for the Property, the suitability of the Property for Buyer's intended use, or the subsurface soil conditions, except as otherwise set out herein.

17. RIGHT TO CANCEL: During the period set forth in Section 4 and prior to the Closing date, BUYER shall have the right to come upon the Property at reasonable times with its independent contractors, employees, engineers and other personnel to inspect and conduct testing upon the Property. If BUYER determines that the Property contains any toxic waste, asbestos containing materials, or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, BUYER shall provide to SELLER a copy of the inspection report and notify the SELLER in writing of its intent to cancel the Contract and have any deposit(s) paid to the SELLER returned to the BUYER, which shall be BUYER's sole remedy.

18. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties hereto. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

19. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

20. NOTICES: All notices and other communications under this Contract shall be in writing and shall be given to the other by certified mail, return receipt requested, at the following addresses:

As to BUYER:

Habitat for Humanity of Pinellas County, Inc.  
13355 49<sup>th</sup> Street North  
Clearwater, FL 33762

As to SELLER:

Pinellas County - Real Property Division  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756  
Telephone: (727) 464-3496  
Fax: (727) 464-5251

21. WAIVER: The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant, or condition.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action arising from this Contract, the parties agree that venue shall be proper in any state or federal court located in Pinellas County, Florida, or the nearest location having jurisdiction.

23. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity of any other provision of this Contract. In the event that any provision of this Contract is contrary to any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in any such event the provisions of this Contract affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

The remainder of this page intentionally left blank.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Executed by BUYER on: August 12, 2016

WITNESSES:

By: 

Print Name: Amy P. MEERK

By: 

Print Name: Lindsey Wilson

BUYER:

HABITAT FOR HUMANITY OF PINELLAS  
COUNTY, INC.

By: 

Print Name: Michael Sattan

Title: CEO

Executed by SELLER on: August 25, 2016

WITNESSES:

By: Della Klug

Print Name: Della Klug

By: s/Jo Lugo

Print Name: Jo Lugo

SELLER:

PINELLAS COUNTY, FLORIDA

By: 

Mark S. Woodard, County Administrator

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY ATTORNEY

By:   
Assistant County Attorney

**Exhibit "A"**  
**Deed Restrictions**

The property must be developed pursuant to the following development conditions:

- a. BUYER must construct a residential single-family detached house on each lot;
- b. Houses must be built in accordance with all applicable building, land use and zoning regulations;
- c. Houses must meet the following minimum size and design requirements:
  - 1,200 square feet;
  - 3 bedroom;
  - 2 bathroom; and
  - Enclosed garage;
- d. Buyer must obtain building permits and commence construction, including on-site construction activities within one (1) year of the closing date; BUYER may be granted an extension of time for good cause at the sole discretion and with the written consent of SELLER;
- e. Buyer must complete construction including obtaining a certificate of occupancy (CO) within 2 years of the date of this deed (closing date); BUYER is hereby on notice that the conditions referenced above constitute deed restrictions on the Property.

BUYER agrees to develop the Property in a manner consistent with the terms and conditions of the Contract for Sale and Purchase, and the terms and conditions outlined herein, at its sole cost and expense.

In the event the conditions subsequent to the closing date of the Property are not completed by the construction schedule requirements, the Property shall revert to the SELLER in fee simple real estate.

The BUYER further agrees that in the event of a default and reversion to SELLER, BUYER will provide a deed to SELLER to codify the same.

BUYER shall be liable for all costs and expenses incurred by SELLER enforcing its reversionary rights.