

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 Real Property Contract for Sale and Purchase (Contract) is made and entered into this 8 day of OCTOBER, 2019 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 THE LANDINGS AT TARPON SPRINGS LLC, whose address is 21 Oscar Hill Road and 113 Oscar Hill Road, Tarpon Springs, FL, 34689, hereinafter referred to as "BUYER", hereinafter jointly referred to as the "Parties".

**WHEREAS**, SELLER has determined that the real property as described herein ("Property") is surplus; and

**WHEREAS**, SELLER finds that the value of Property is less than fifteen thousand dollars (\$15,000.00), as determined by a fee appraiser, and due to its size, shape, and location, the Property is of use only to one or more adjacent property owners; and

**WHEREAS**, SELLER properly noticed adjacent property owners in accordance with Section 125.35(2), Florida Statutes; and

**WHEREAS**, within ten (10) days after such notice, SELLER received a notification from BUYER that BUYER desires to purchase the Property, and SELLER did not receive any such notification from other adjacent property owners.

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

1. **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: development, littoral, riparian, phosphate, mineral, and metal rights in accordance with Florida Statutes Section 270.11(3).

The legal description of said Property is:

**Lands described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as Property, together with all development rights, easements, riparian and littoral rights.**

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of Six Thousand Seven Hundred Dollars, (\$6,700.00), ("PURCHASE PRICE"), subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at closing.

3. DEPOSIT: SELLER acknowledges that the BUYER has made a deposit in the sum of Seven Hundred Fifty Dollars, (\$750.00), 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.

4. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and accepted by both parties.

5. 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 their 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, by and through the Director of Real Estate Management.

6. DUE DILLIGENCE/INSPECTION: BUYER shall have the right, prior to closing, to send or to come upon the Property at reasonable times, upon reasonable prior notice to SELLER with their independent contractors, employees, engineers, and other personnel to inspect and conduct non-invasive testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER, in their reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60<sup>th</sup>) day following the Effective Date, based upon the findings of any and all environmental inspections, reports, property assessments, or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. BUYER shall indemnify and hold SELLER harmless from and against any and all losses, costs and/or expenses that may be incurred by SELLER as a result of any injuries to persons or damage to the

Property resulting from any inspections, tests or entry upon the Property by BUYER. BUYER shall repair any damage to the Property caused by BUYER or their agents as a result of such inspections.

7. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable due to the reasons listed herein, BUYER shall notify the SELLER in writing of their intent to cancel the Contract on or before the expiration date of the due diligence period and have any deposit(s) paid to the SELLER returned to the BUYER, which shall be BUYER's sole remedy, or continue to closing of the property as-is, without offset or reduction in price. If BUYER fails to notify seller within said time, BUYER shall be deemed to have accepted the condition of the Property.

8. 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.

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

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

11. EXPENSES: SELLER is exempt from paying State documentary stamps 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 assigned to BUYER in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

12. CLOSING DOCUMENTS: 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.

13. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, at the County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location in the county where the Property is located as designated by the SELLER.

14. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

15. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.

16. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall be fully liable and responsible for the payment of any and all taxes, fees, and special assessments due on the Property from the date of closing and subsequent years thereafter. BUYER shall also be responsible for any and all other costs of Closing.

17. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by SELLER in their sole discretion. 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 their interest under this contract shall be subject to the written consent of SELLER as provided herein.

18. DEFAULT: If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract and retain the Deposit as their sole remedy, whereupon this Contract shall thereafter terminate 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. 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 may terminate this Contract and receive the return of the Deposit in full settlement of all claims for damages occasioned by SELLER's default, whereupon this Contract shall terminate 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. Nothing herein shall be construed as a waiver of SELLER's sovereign immunity pursuant to §768.28, Florida Statutes, or any other authority.

19. DISCLAIMER, WARRANTIES AND REPRESENTATIONS: BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of the Property is made on an As-Is, Where-Is basis. BUYER acknowledges and agrees that except for the express representations and warranties set forth herein, SELLER has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character or nature whatsoever with respect to or in any way related to the Property or BUYER's use thereof, including but not limited to 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.

20. 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.

21. 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.

22. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests

required or authorized hereunder shall be delivered as aforesaid to the representative parties hereto as follows:

As to BUYER:

The Landings at Tarpon Springs, LLC.  
Attn: Jeffrey M. Lowe, Esq.  
Post Office Box 39  
Tarpon Springs, Florida 34688  
Telephone: (727) 939-2480

As to SELLER:

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

23. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

24. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Proper venue shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

25. WAIVER: The waiver or failure to enforce any provision of this Agreement 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 said term, covenant, or condition.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY  
SIGNATURE PAGE FOLLOWS

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Executed by BUYER on:

Sept. 11, 2019

WITNESSES:

By: Kathi Sever

Print Name: KATHI SEVER

By: Damon Zarzeski

Print Name: Damon Zarzeski

BUYER:

By: Jeffrey M. Lowe

Jeffrey M. Lowe, Manager

Executed by SELLER on:

October 8, 2019

ATTEST:

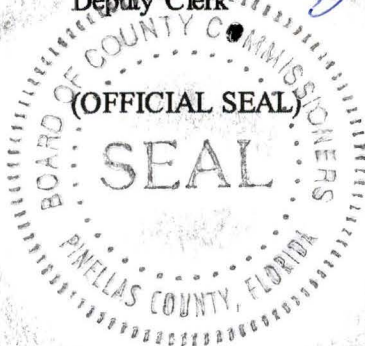
KEN BURKE  
Clerk of the Circuit Court

By: Norman D. Feary  
Deputy Clerk

SELLER:

PINELLAS COUNTY, FLORIDA,  
by and through their Board of County  
Commissioners

By: Karen Seel  
Chairman



APPROVED AS TO FORM

By: Cherise Maveddy  
Office of the County Attorney

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

**EXHIBIT "A"**

**LEGAL DESCRIPTION – RIGHT-OF-WAY VACATION**

A PORTION OF THAT CERTAIN 40 FOOT WIDE PUBLIC ROAD RIGHT-OF-WAY, AS RECORDED IN QUIT CLAIM DEED BOOK 3, PAGE 90, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING SOUTH OF OSCAR HILL ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40 FEET OF LOT 1, BLOCK 10, BRIDGE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 103, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

**PREPARED FOR**

TIMOTHY R. LOWE, MGR.

Reviewed by: GH SB  
Date: 2-6-19  
SFN# 501-1571

REVISED PER COMMENTS ON 2-1-2019 (080151E.DWG)

**SHEET 1 OF 2**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp III*

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 080151E      DATE SURVEYED: N/A  
DRAWING FILE: 080151E.DWG      DATE DRAWN: 9-19-2018  
LAST REVISION: 2-1-2019      X REFERENCE: 080151



R.C.  
LB 1834

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**  
LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 784-5496 FAX (727) 786-1256



SECTION . . . 12 . . . , TOWNSHIP . . . 27 . . . SOUTH, RANGE . . . 15 . . . EAST, . . . . . PINELLAS . . . . . COUNTY, FLORIDA

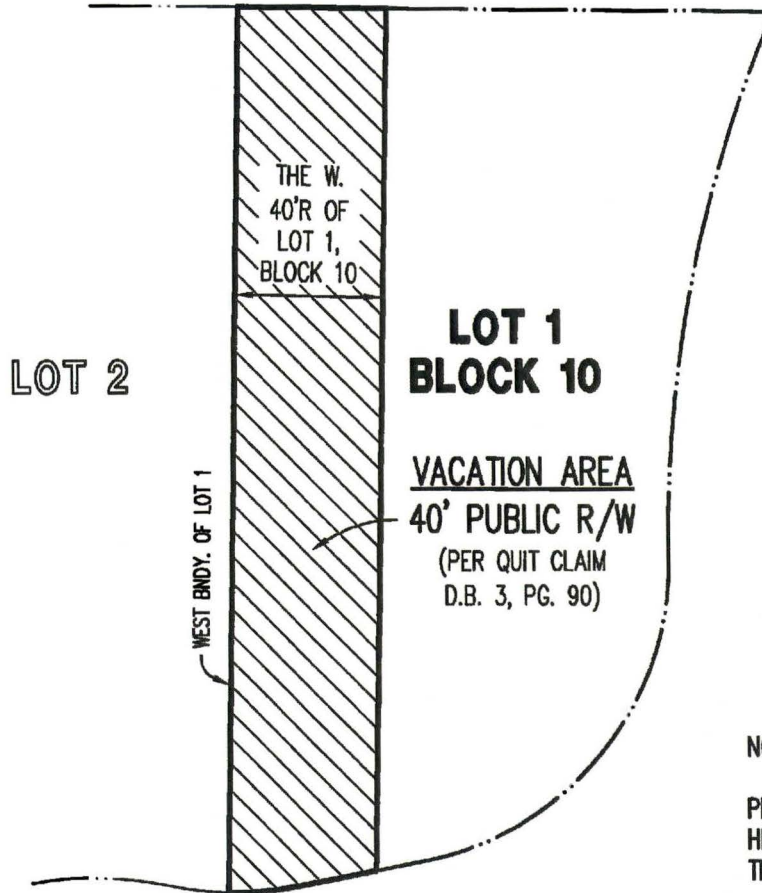
# LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



GRAPHIC SCALE  
1 inch = 50 feet

**OSCAR HILL ROAD**  
40' R/W



NOTE:

PLATTED LOT LINES SHOWN  
HEREON ARE SCALED FROM  
THE RECORD PLAT.

BNDY = BOUNDARY  
DB = DEED BOOK  
LB = LAND SURVEYING BUSINESS  
NO = NUMBER  
PG = PAGE  
R = RECORD  
R/W = RIGHT-OF-WAY

**ANCLOTE RIVER**

**SHEET 2 OF 2**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

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LAST REVISION: SEE SHEET 1      X REFERENCE: SEE SHEET 1



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