

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into this 9 day of December 2019, between PINELLAS COUNTY, a political subdivision of the State of Florida, Attention: Department of Administrative Services, whose address is 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as "BUYER," and OBLIGATION SOLUTION, LLC., a Florida limited liability company, whose address is 911 NW 209th Avenue, Suite #111, Pembroke Pines, Florida 33029, hereinafter referred to as "SELLER."

WITNESSETH:

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, each to the other to be performed by them at the time and in the manner hereinafter provided, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the property located at 9399 Commodore Drive, Seminole, Pinellas County, Florida, 33776, the legal description of which is contained in Exhibit "A," attached hereto and made a part hereof, together with all development rights, easements, riparian and littoral rights, hereinafter referred to as the "Property."

2. PURCHASE PRICE:
SELLER agrees to sell the Property at the price of One Million, One-Hundred Thirty-Eight Thousand, Three-Hundred Dollars and No/100 Dollars (~~\$1,138,300.00~~^{1,200,000}), subject to adjustment and prorations, payable by wire transfer at closing (the "Purchase Price"). BUYER's County Administrator shall have authority to renegotiate the Purchase Price for an amount not to exceed the original Purchase Price hereunder, subject to the same terms and conditions herein as approved by the Board of County Commissioners. In addition to the purchase price, the BUYER agrees to satisfy the following code enforcement liens: CM17-00027 and CM18-00012.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE: The date of Contract ("Effective Date") shall be the date when the contract is approved and fully executed by both parties. SELLER

agrees to allow Pinellas County time to complete this Contract for Sale and Purchase and submit this Contract to the Board of County Commissioners for consideration, approval, and execution, and meet all contingencies specified in this Contract. SELLER shall also not sell, lease, or otherwise dispose of the Property after full execution of this Contract. Notwithstanding, SELLER is not prohibited from discussing a potential sale or lease of the Property with third parties following the removal of contingencies by BUYER, provided that said discussions do not interfere with the terms, conditions, and negotiations hereunder.

4. CLOSING DATE: This transaction shall be closed, and the deed and other closing papers delivered within One Hundred Twenty ⁹⁰~~(120)~~ days of the Effective Date, unless extended by mutual written agreement, which may be given by BUYER through its Director of Administrative Services.

5. DUE DILLIGENCE AND 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 its 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. If a phase two environmental study is required or recommended, BUYER may conduct limited invasive testing on the Property with the written consent of the SELLER, which shall not unreasonably be withheld, SELLER taking into consideration the nature of the required or recommended phase two testing involved. BUYER's obligation to purchase the Property is subject to BUYER's reasonable discretion as provided in the immediately following paragraph of this Section 5.

BUYER may cancel this Contract or renegotiate the purchase price to a mutually agreeable price at any time on or prior to closing 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's obligations under this Section shall survive any termination of this Contract.

To the extent permitted by law, 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 its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER's sovereign immunity pursuant to §768.28, Florida Statutes.

6. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and agrees to deliver possession of the Property on the Closing Date, free and clear of trash, rubble, junk, garbage, or debris.

7. TITLE EVIDENCE: BUYER has the option to obtain Title Insurance. If BUYER elects such an option, BUYER shall at BUYER's expense, and ten (10) days prior to the Closing Date, obtain a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed to BUYER, an owner's policy of title insurance in the amount of the purchase price insuring BUYER's good and marketable title to the Property. If defect(s) render title uninsurable, upon notice of same SELLER may have up to ninety (90) days from receipt of notice within which to remove/cure said defect(s), which shall extend the Closing Date a like amount of time. If SELLER is unsuccessful in curing/removing title defects or chooses not to remove them, BUYER shall have the option of either accepting the title as is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

8. SURVEY: If BUYER desires to have a survey, the BUYER shall obtain a survey at BUYER's expense. If the survey, obtained by the BUYER, shows any encroachment of the Property or that improvements intended to be located on the Property in fact encroach on lands of others, or violate any of the contract covenants, the same shall be treated as a title defect.

9. EXPENSES: SELLER will pay for State documentary stamps which are required to be affixed to the deed, and the cost of recording same, together with the cost of recording any corrective instruments, and such other expenses assigned to SELLER in this contract.

10. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon SELLER's receipt of BUYER's electronic wire transfer, and evidence of title continued at SELLER's expense, to show title in BUYER, without any encumbrances or change which would render SELLER's title unmarketable from the date of the last evidence.

11. PRORATIONS: Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Property shall be prorated through the day prior to the Closing Date. Cash received by SELLER at closing shall be increased or decreased as may be required by said prorations; provided, however, in the event this transaction closes and title is conveyed between January 1 and November 1, SELLER shall be required, at or prior to closing, to place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title based upon the current assessments and millage rates on the Property, in accordance with the provisions of Florida Statutes, Section 196.295. Taxes shall be prorated based on the current year's tax, with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1 of year of closing, which improvements were not in existence on January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment, taking into consideration homestead exemption, if any. However, any tax proration based on an estimate shall be readjusted upon receipt of tax bill.

12. DOCUMENTS FOR CLOSING: Ten (10) days prior to closing, SELLER shall furnish, for BUYER's review, a Special Warranty Deed, and all other documents necessary for the closing of this transaction.

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

14. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than seven (7) days shall, in the computation thereof, exclude Saturdays, Sundays, County and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:00 p.m. of the next full business day.

15. RESTRICTIONS, EASEMENTS, LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes from the date of closing and subsequent years; and such other matters as are accepted by BUYER on the Title Report or the survey as provided herein.

16. ASSIGNMENT, 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 its 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 right of BUYER to assign BUYER's interest under this contract, is and shall be subject to the written consent of SELLER as hereinabove provided, which provision it is not intended to be waived, qualified, or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.

17. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the Closing Date (*and not as of Effective Date*) are to be paid by SELLER. Pending liens as of date of closing shall be assumed by BUYER, provided, however, that if the improvement has been substantially completed as of Effective Date, such pending lien shall be considered as certified, confirmed or ratified and SELLER shall, at closing, be charged an amount

equal to the last estimate by the public body of assessment for the improvement. If any continuing annual lien or assessment has accrued in whole or in part but may not be prepaid to the taxing authority, SELLER shall deposit the appropriate remaining balance with BUYER at closing, to be paid by BUYER at such time payments are accepted.

18. DEFAULT: If, for any reason other than failure of SELLER to render its title marketable after diligent effort, SELLER fails, neglects or refuses to perform its obligations under this Contract, BUYER may terminate this Contract or seek specific performance, or seek any other legal or equitable remedies available.

19. BROKER: SELLER warrants and represents to BUYER that it has not engaged a real estate broker with respect to the Property. SELLER agrees to hold BUYER harmless from any real estate commissions or fees which may be claimed to be due through the SELLER or pursuant to acts of the SELLER, and SELLER further covenants and agrees to indemnify BUYER for damages incurred as a result of any such claim. The obligations of SELLER hereunder shall survive the closing.

20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): The parties shall comply with the provisions of FIRPTA and applicable regulations.

21. SELLER AND BUYER WARRANTIES/AND REPRESENTATIONS:

A. SELLER is the fee simple owner of the Property and has legal authority to transfer and sell the same.

B. SELLER represents and warrants that there are no facts known to SELLER materially affecting the value of the Property which are not readily observable by BUYER or which have not been disclosed to BUYER.

C. SELLER represents and warrants that except as may be disclosed in any environmental reports delivered by SELLER to BUYER, or obtained by BUYER, the Property is not now being used and to the best of SELLER's knowledge and belief, has not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater, and is not now being

used, and to the best of its knowledge and belief, has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. SELLER further represents and warrants that the Property is not now being used and to the best of SELLER's knowledge and belief, has not been used in the past as a garbage dump or landfill area.

D. SELLER represents and warrants that, except as may be disclosed in any environmental reports delivered by SELLER to BUYER or obtained by BUYER, to the best of its knowledge and belief, the Property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.

E. SELLER shall indemnify, reimburse, defend and hold harmless the BUYER from and against all demands, claims, liabilities, fines, fees, losses or expenses by reason of liability, including any strict or statutory liability, imposed upon BUYER, arising out of or as a consequence of the use of the Property by SELLER which used toxic chemicals, hazardous substances (including hazardous wastes), or substances likely to infiltrate the soil or groundwater, the use of the Property by SELLER as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the Property by SELLER as a garbage dump or landfill.

F. SELLER warrants that there is ingress and egress to the Property.

G. SELLER warrants that there is no current action, litigation, proceeding, investigation, or claim regarding the Property or SELLER's interest in the Property, and to the best of SELLER's knowledge, no pending or threatened action, litigation, proceeding, investigation, or claim. SELLER is not or has not been involved in any litigation or legal dispute regarding the Property or its ownership thereof and is unaware of any such potential or pending litigation or legal dispute.

H. SELLER has no knowledge of any claims for labor performed, materials furnished, or services rendered in connection with improving or repairing the Property, caused by

SELLER and which remain unpaid beyond the date payment was due or will be due beyond the Closing Date.

I. SELLER agrees to maintain the Property in its present or better condition until the Closing Date.

J. The representations, warranties, and liabilities of SELLER contained herein shall survive the closing.

22. RADON GAS: Florida Statutes, Chapter 404.056(5), require the following provision: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health department."

23. CONTRACT NOT RECORDABLE: Neither this Contract nor any notice thereof shall be recorded in the public records.

24. DISCLOSURE OF BENEFICIAL INTERESTS: If title to the Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, SELLER shall, upon execution and delivery of this contract, comply with Florida Statutes, Section 286.23, unless otherwise provided by state law, and simultaneous with the delivery of this Contract, shall deliver to BUYER an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

25. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No prior or present 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 party or parties to be bound thereby. Typewritten or handwritten provisions signed by the parties and inserted herein or attached hereto as addenda shall control all previously printed provisions of Contract in conflict therewith. Whenever herein the

singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

26. 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, partnership, or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of purchase price, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of BUYER and SELLER.

27. FISCAL FUNDING: In the event that funds are not appropriated by the BUYER in any succeeding fiscal year for purposes described herein, then this Contract shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty to the BUYER.

28. NOTICE: 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 at the addresses first written herein.

29. COUNTERPARTS: This contract may be executed in counterparts. Each counterpart shall be an original, but, when taken together, shall constitute a single instrument. The parties agree that a signed counterpart received via facsimile or electronic transmission shall be binding upon the party executing such counterpart.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Executed by SELLER on: 12/9/2019

WITNESSES:
By: [Signature]
Print Name: Rose Willmore
By: [Signature]
Print Name: Alexandra Quirs

OBLIGATION SOLUTION, LLC
By: [Signature]
Print Name: Daniel Weik
Title: President

Executed by BUYER on: _____

ATTEST: KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, by and through
its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:
OFFICE OF COUNTY ATTORNEY
By: Chelsea Mandy

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA, WHICH SHALL ALSO BE THE EFFECTIVE DATE OF THE CONTRACT.

EXHIBIT "A"

FEE PARCELS:

No. 1

HARBOR VIEW NO. 9 LOTS 1 & 40 & N 99 FT OF LOTS 2 & 39 & VAC ALLEYS ON N & E
LESS RD R/W ON W & LESS CONDO

No. 2

FROM SE COR OF SW 1/4 OF NE 1/4 OF SEC 19 TH N88D 47'03"W 704.52FT TO POB TH
N16D54'17"W 512.31FT TH CUR RT RAD 155FT ARC 485.95FT CB N73D05'43"E 310FT
TH S16D54'17"E 176.97FT TH S89D57'19"E 335.59FT TH N00D02'41"E 660FT TH
S89D57'19"E 120FT TH N00D02'41"E 20FT TH N89D13'52"W 373.3FT TH CUR LT RAD
100FT ARC 45.35 FT CB S77D46'35"W 44.96FT TH S25D12'58"E 30FT TH S74D31'35"W
61.96FT TH N77D08'19"W 151.99FT TH N54D13'54"W 270FT TH N68D 45'56"W 139.46FT
TH S35D 46'08"W 20FT TH S54D13' 52"E 5FT TH S35D46'08"W 281.77FT TH CUR LT
RAD 5589.58FT ARC 308.09FT CB S34D11'23"W 308.06FT TH S32D36'30"W 521.25FT TH
S57D23'21"E 2FT TH S32D36' 39"W 84FT TH N57D23'21"W 2FT TH S32D36'30"W 98FT
TH N57D23'21"W 110FT TH S32D 36'39"W 80FT TH CUR LT RAD 451.11FT ARC 258.2FT
CB S16D12'50"W 254.69FT TH S00D11'00"E 158.3FT TH S88D47'03"E 981.13FT TH
S03D38'45"W 992.78FT TH S60D10'45"E 476.08FT TH N46D58'08"E 134.78FT TH
S77D15'35"E 350.12FT TH N02D49'54"W 304.16FT TH N71D20'55"W 461.23FT TH
N00D06'24"W 741.17FT TH N16D54'17"W 272.69FT TO POB LESS HARBOR GREENS AT
YACHT CLUB ESTATES CONDO & REC AREA & HARBOR GREENS AT YACHT CLUB
ESTATES TWO CONDO PH 1 & 2 ALSO LESS HARBOR VIEW NO. 9 N OF 93RD AVE N
CONT 38.52AC©

No. 3

YACHT CLUB ESTATES UNIT 3 PARTIAL REPLAT BLK G, SW'LY 100 FT OF LOT 19R