

Project: 5000 Main Street N./Lealman Land Acquisition  
PID No.: 03/31/16/51048/046/0150

Prepared by and return to:  
Sean Griffin, Real Property Division  
Attn: Elizabeth Lewis  
509 East Avenue South  
Clearwater, FL 33756

## CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made and entered into this 10 day of MAY, 2016, between PINELLAS COUNTY, Attention: Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "BUYER," and FRED L. WALKER whose mailing address is 5565 64<sup>th</sup> Way North, St. Petersburg, Florida 33709, 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 in Pinellas County, Florida, to wit:

Attached as Exhibit "A" hereto and made a part hereof, together with all development rights, easements and riparian and littoral rights, hereinafter referred to as "Property."

2. PURCHASE PRICE: SELLER agrees to sell the Property at the price of One Hundred Ninety-Five Thousand Dollars (\$195,000.00), subject to adjustment and prorations, payable by County check or wire transfer at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE: The date of Contract ("Effective Date") shall be the date when the contract is approved by the Pinellas County Board

of County Commissioners, or its County Administrator. SELLER does hereby agree and pledge not to enter into any other contract to sell or lease the Property, from the date of the SELLER's signature on this document. SELLER agrees to allow Pinellas County this time to complete this Contract for Sale and Purchase, and submit this contract for County consideration, approval and execution, and to meet all contingencies specified in this contract.

4. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered within ninety (90) days of the County's approval unless extended by other provisions of this Contract.

5. 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 at the time of closing.

6. TITLE EVIDENCE: BUYER has the option to obtain Title Insurance. Ten (10) days prior to the Closing Date, BUYER shall at BUYER's expense, 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 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.

7. SURVEY: The BUYER shall at the BUYER's expense obtain a survey. 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.

8. INGRESS AND EGRESS: SELLER warrants that there is ingress and egress to the Property.

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. Values for recording purposes shall be the price set out herein.

10. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon SELLER's receipt of BUYER's County check, or 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, and the proceeds of the sale shall be held in escrow by SELLER's attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If SELLER's title is rendered unmarketable, BUYER shall within said five (5) day period, notify SELLER in writing of the defect and SELLER shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event SELLER fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefore and within five (5) days thereafter, be returned to BUYER and, simultaneously with such repayment, BUYER shall vacate the Property and reconvey same to SELLER by County Deed and return the personalty, if any. In the event BUYER fails to make timely demand for refund, BUYER shall take title as is, waiving all rights against SELLER as to such intervening defect except as may be available to BUYER by virtue of warranties, if any, contained in the deed. The escrow and closing procedure required by this paragraph may be waived in the event the attorney, title agent or closing agent insures against adverse matters pursuant to Florida Statutes, Section 627.7841.

11. PRORATIONS: Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Property shall be prorated through the day prior to closing. 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: In addition to the earlier provided survey, SELLER shall, ten (10) days prior to closing, furnish for BUYER's review, Warranty Deed, Ownership Disclosure Form, Corporate Resolution authorizing sale and designating Corporate Officer authorized to sign deed, Transfer of Interest Form, Bill of Sale, Closing Statements, Mechanics and/or Construction Lien, Tax Lien Affidavit, Affidavit of No Possession, Assignments of Leases (if applicable) and any corrective instruments that may be required in connection with perfecting the title.

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 any other requirements imposed by governmental authorities; plat and homeowners association's restrictions, if applicable; utility easements of record; taxes from the date of closing and subsequent years.

16. 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 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. 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. LIENS: SELLER shall furnish to BUYER at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to SELLER and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding date of closing (referred to in paragraph 12 as the Mechanics and/or Construction Lien and Tax Lien Affidavit). If the Property has been improved, or repaired within said time, SELLER shall deliver releases or waivers of Mechanics and/or Construction Liens, executed by all general contractors, subcontractors, suppliers, and materialmen, and further reciting that in fact all bills for work to the Property which could serve as a basis for a Mechanics and/or Construction Lien or a claim for damages have been paid or will be paid at closing.

19. DEFAULT: If, for any reason other than failure of SELLER to render his title marketable after diligent effort, SELLER fails, neglects or refuses to perform its obligations under this Contract, BUYER may seek specific performance, which is not BUYER's sole remedy.

FLW

20. 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, court costs, and attorney fees incurred as a result of any such claim. The obligations of SELLER hereunder shall survive the closing.

SELLER IS RELATED TO FLW BROKER

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

22. WARRANTIES/AND REPRESENTATIONS:

A. 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.

B. (1) SELLER represents and warrants that the Property is not now being used and to the best of its 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 its knowledge and belief, has not been used in the past as a garbage dump or landfill area.

(2) SELLER represents and warrants that 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.

(3) BUYER shall have the right, prior to closing, to send or 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 may elect to cancel this contract and have all sums paid hereunder returned to it. This contract is specifically made contingent upon the Property being free of contamination and as represented above.

(4) SELLER shall indemnify, reimburse, defend and hold harmless the BUYER from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) 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 or any prior owner or operator 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 or any prior owner or operator as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the Property by SELLER or any prior owner or operator as a garbage dump or landfill.

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

D. BUYER may, at its sole discretion, cancel this contract at any time, based upon the findings of any and all environmental inspections and reports.

23. INSPECTION, REPAIR AND MAINTENANCE: SELLER represents that, five (5) days prior to closing, the Property is free and clear of all motor vehicles, trailers, boats, automotive materials, trash, rubble, junk, garbage, or debris. BUYER shall have the right, prior to closing, to send or 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.

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

25. 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.

26. 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 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.

27. 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, 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.



28. ADDITIONAL CONTINGENCIES: In addition to other contingencies for Closing set forth hereinabove, Buyer reserves the right, in its sole discretion, to cancel this Contract, within sixty (60) days after the Effective Date, based upon the findings in any inspections or reports, any studies conducted by or on behalf of the Buyer, or other information gleaned by Buyer during its due diligence period.

The source of funding from the County for the acquisition of the subject property is a grant provided to the County by the U.S. Department of Housing and Urban Development ("HUD"). Funds for the acquisition are budgeted in the County's Annual Action plan that was approved by the County Commission at their meeting on 6/23/15. The acquisition of the subject property is contingent on the availability of this funding, and in the unlikely event that any grant is reduced or withheld by HUD, the County shall not be liable for payment of the agreed upon sales price.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES ARE ON THE FOLLOWING PAGE

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Executed by SELLER on: 5-10-16

WITNESSES:

SELLER:

By: [Signature]  
Print Name: KEVIN CRAIG

[Signature]  
FRED L. WALKER

By: [Signature]  
Print Name: TACK GRAYSON

Executed by BUYER on: 9-27-16

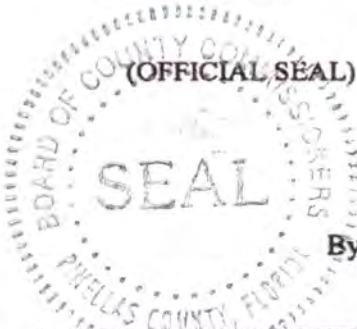
ATTEST:

KEN BURKE  
Clerk of the Circuit Court

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

By: [Signature]  
Deputy Clerk

by: [Signature]  
Chairman



APPROVED AS TO FORM:  
OFFICE OF COUNTY ATTORNEY

By: [Signature]

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL EITHER IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA, OR BY ITS COUNTY ADMINISTRATOR THROUGH HIS DELEGATED AUTHORITY, AS APPLICABLE, WHICH SHALL ALSO BE THE EFFECTIVE DATE OF THE CONTRACT.

## **EXHIBIT "A"**

### **Legal Description:**

**Lots 14 through 29, Inclusive, of unnumbered block which would be Block 46, If numbered, LELLMAN HEIGHTS FIFTH SECTION, according to the plat thereof recorded at Plat Book 18, Page 29, in the Public Records of Pinellas County, Florida.**

**Parcel Number: 03-31-16-51048-046-0150**