

Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Avenue South  
Clearwater, FL 33756

## CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT for Sale and Purchase of Real Property (the "CONTRACT"), made and entered into this 4<sup>th</sup> day of March, 2025, between LIFTMASTERS, INC., whose address is 12875 58<sup>TH</sup> Street North, Clearwater, Florida 33760 (the "SELLER"), and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 (the "BUYER"), hereinafter jointly referred to throughout this CONTRACT as (the "PARTIES").

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 the developmental rights, littoral, riparian rights, and mineral rights per Florida Statutes section 270.113, the legal description of which is attached as Exhibit "A" hereto and fully incorporated herein (the "PROPERTY").

2. PURCHASE PRICE: BUYER agrees to purchase the PROPERTY, and the SELLER agrees to sell the PROPERTY for \$324,500.00 (Three hundred twenty-four thousand five hundred dollars) subject to adjustment and proration upon closing as hereinafter provided, payable by certified funds or wire transfer funds at closing (the "PURCHASE PRICE").

3. EFFECTIVE DATE: The effective date of this CONTRACT will be the date when the CONTRACT is approved and executed by both PARTIES (the "EFFECTIVE DATE").

4. CLOSING DATE: This transaction will be closed on or before ninety (90) business days after the expiration of the DUE DILIGENCE period as specified in Article 9 of this CONTRACT, unless extended by mutual written agreement of the PARTIES (the “CLOSING DATE”). In the event BUYER is not able to close on the PROPERTY for any reason within these ninety (90 ) businesses day period, BUYER may make a written request to have the CLOSING DATE deferred for an additional forty-five (45) business days. Such a request will be granted upon the sole and reasonable discretion of the SELLER.

5. CLOSING DOCUMENTS: Closing documents will be available to the PARTIES for review ten (10) business days prior to closing, including the County Deed to be executed by the SELLER, conveying the PROPERTY to the BUYER, subject to all easements and restriction of record, and any other documents necessary for the closing of this transaction.

6. PLACE OF CLOSING: Closing will 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 and as designated by the BUYER.

7. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER will only be responsible for the payment of taxes, fees, and special assessments due on the PROPERTY from the CLOSING DATE and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this CONTRACT is made will be paid by the SELLER. Documentary stamp taxes at closing will be paid by the SELLER, together with the cost of recording any corrective instruments, as BUYER is exempt from paying State documentary stamps taxes pursuant to Florida Statutes §201.01. Values for recording purposes will be the PURCHASE PRICE set out herein. Remaining closing costs will be paid as follows: SELLER to pay any fees charged by their mortgage lender to close this transaction. BUYER will pay title closing fee and recording fees.

8. INSPECTION: BUYER will 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 to determine whether the PROPERTY is acceptable to BUYER.

9. RIGHT TO CANCEL: BUYER, in its reasonable discretion, may cancel this CONTRACT at any time on or prior to the ninetieth (90th) business day following the EFFECTIVE DATE (“the DUE DILIGENCE PERIOD”), 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 will 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, will be construed as a waiver of BUYER's sovereign immunity pursuant to §768.28, Florida Statutes.

10. 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.

11. TITLE EVIDENCE: Ten (10) business days prior to the CLOSING DATE, BUYER may, at BUYER'S discretion and expense, obtain a title insurance commitment policy issued by a Florida licensed title insurer agreeing to issue 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, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which will be discharged by SELLER at or before the CLOSING DATE. BUYER will accept title with Special Magistrate Lien CM15-00166. If any other defect(s) render title uninsurable, SELLER will have 60 (sixty) business days from receipt of notice within which to remove said defect(s), which will automatically extend the CLOSING DATE a like amount of time and if SELLER is unsuccessful in removing them, BUYER will have the option of either accepting the title as it then is or BUYER and SELLER will be released, as to one another, of all further obligations under this CONTRACT.

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

13. VACATION DATE: Prior to the CLOSING DATE, SELLER agrees to vacate the PROPERTY of everything that is not appurtenant with the PROPERTY, including all personal property. The BUYER will conduct a final inspection of the PROPERTY 2 (two) business days prior to CLOSING DATE.

14. TIME: Time is of the essence as to this CONTRACT. Any reference herein to time periods will refer to business days, and any time period provided for herein does not include Saturdays, Sundays or County or legal holidays.

15. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER will take title subject to all 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. 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, will in every case be binding on and inure to the benefit of the PARTIES and their respective heirs, executors, administrators, successors, and assigns, except that the BUYER's right to assign its interest under this CONTRACT will be subject to the written consent of SELLER as provided herein.

17. DEFAULT: Unless otherwise agreed to in writing the following apply: 1) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this CONTRACT, rendering it null and void, and the PARTIES will 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 may terminate this CONTRACT, rendering it null and void, and the PARTIES will be relieved of any and all further obligations and liabilities to each other under this CONTRACT.

18. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations will be binding upon BUYER or SELLER unless included in this CONTRACT. No modification or change in this CONTRACT will be valid or binding upon the PARTIES unless in writing and executed by the PARTIES. Typewritten or handwritten provisions inserted herein or attached hereto as addenda will 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 will include the plural, and the masculine gender will include the feminine and neuter genders.

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

20. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request will be in writing and will 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 will be deemed to have been given and received on the date of such

transmission. All notices and requests required or authorized hereunder will be delivered as aforesaid to the representative PARTIES as follows:

As to BUYER:

Pinellas County Real Estate Division  
Attn: Real Property Specialist  
509 East Avenue South  
Clearwater, FL 33756  
Telephone: (727) 464-4604

As to SELLER:

Liftmasters, Inc.  
Attn: Ha Nguyen & Chau Nguyen  
12875 58<sup>th</sup> Street North  
Clearwater, Florida 33760  
Telephone: (727) 480-0299

21. **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 will, 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, will 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.

22. **BROKER:** SELLER/BUYER warrants that it has not engaged a real estate broker with respect to the PROPERTY. SELLER/BUYER will not be responsible for any real estate commission or fees, which may be claimed to be due through the SELLER/BUYER or pursuant to any acts of the SELLER. The obligations of SELLER/BUYER hereunder will survive the closing.

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

24. **GOVERNING LAW:** This CONTRACT will be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, will be in Pinellas County, Florida, or the nearest location having jurisdiction.

25. **WAIVER:** The waiver or failure to enforce any provision of this CONTRACT will not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver will 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 will not be deemed a waiver of said term, covenant, or condition.

26. CONFIDENTIALITY: With the exception of disclosures required pursuant to Florida's Public Records Act, the CONTRACT and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

27. ENTIRE AGREEMENT: This CONTRACT as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the PARTIES, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein will be effective to alter the performance or the rights of the PARTIES as hereinbefore stated.

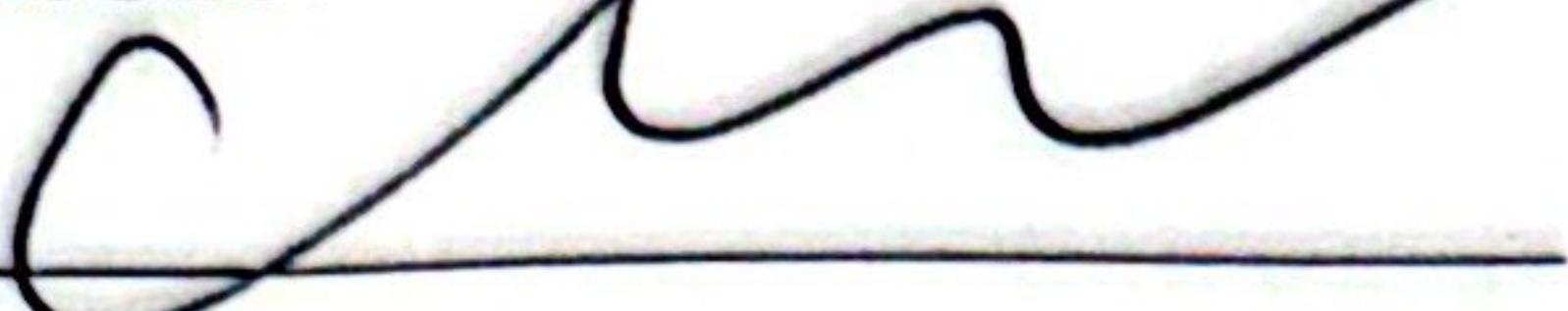
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have fully executed this CONTRACT the day and year  
first above written.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

Executed by SELLER on:

WITNESSES:



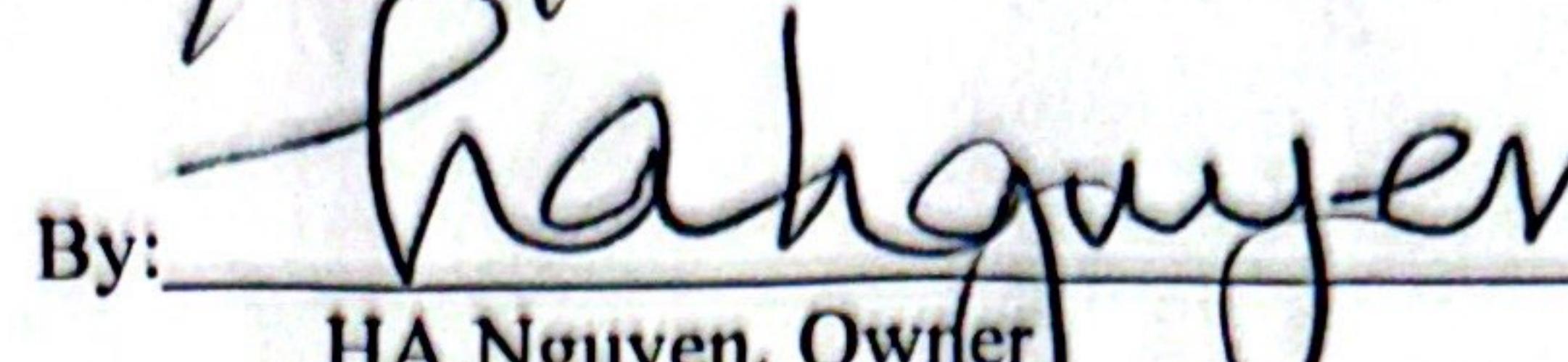
Chau Nguyen

Print Name

163 94 Ave NE, St Pete, FL 33702

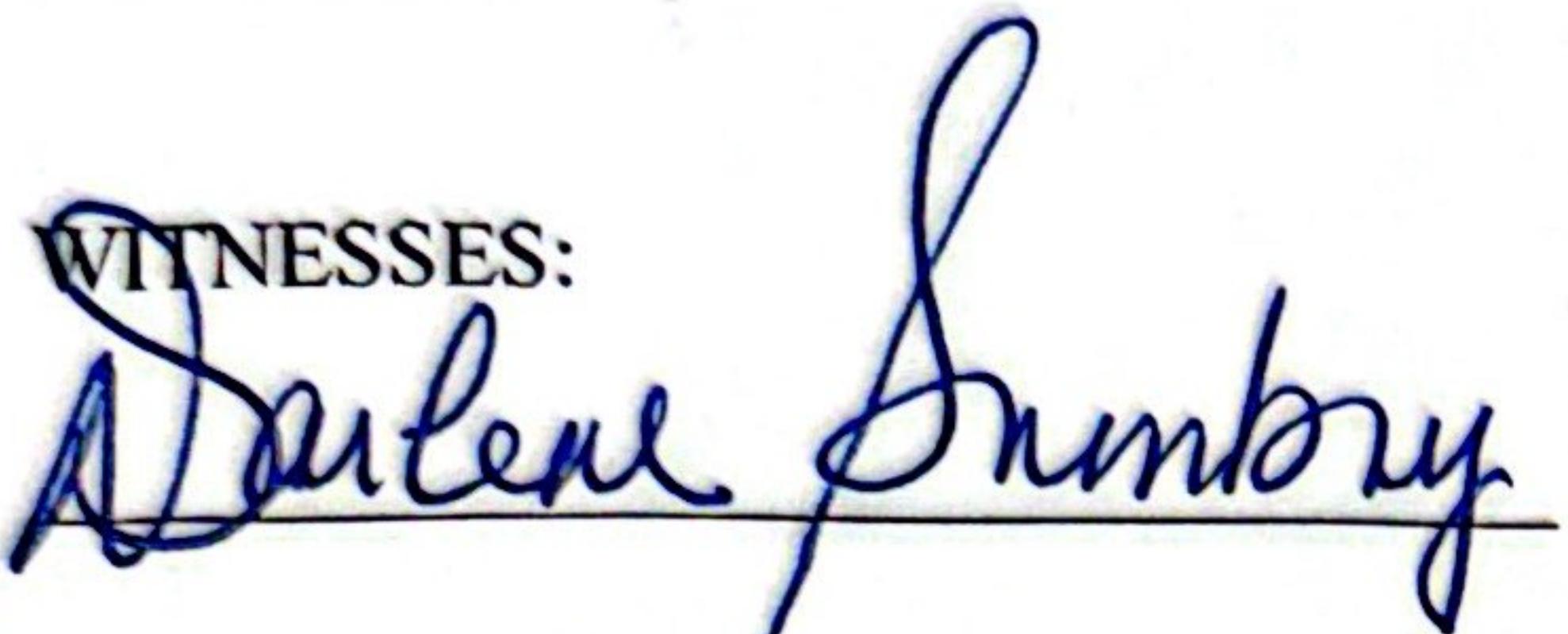
Print Address

03/04/25

By: 

HA Nguyen, Owner  
Liftmasters, Inc.

WITNESSES:



Darlene Sumbry

Print Name

Executed by BUYER on: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY:

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

BY:

Brian Scott, Commission Chair

ATTEST: Ken Burke, Clerk

BY:

Deputy Clerk

(Seal)



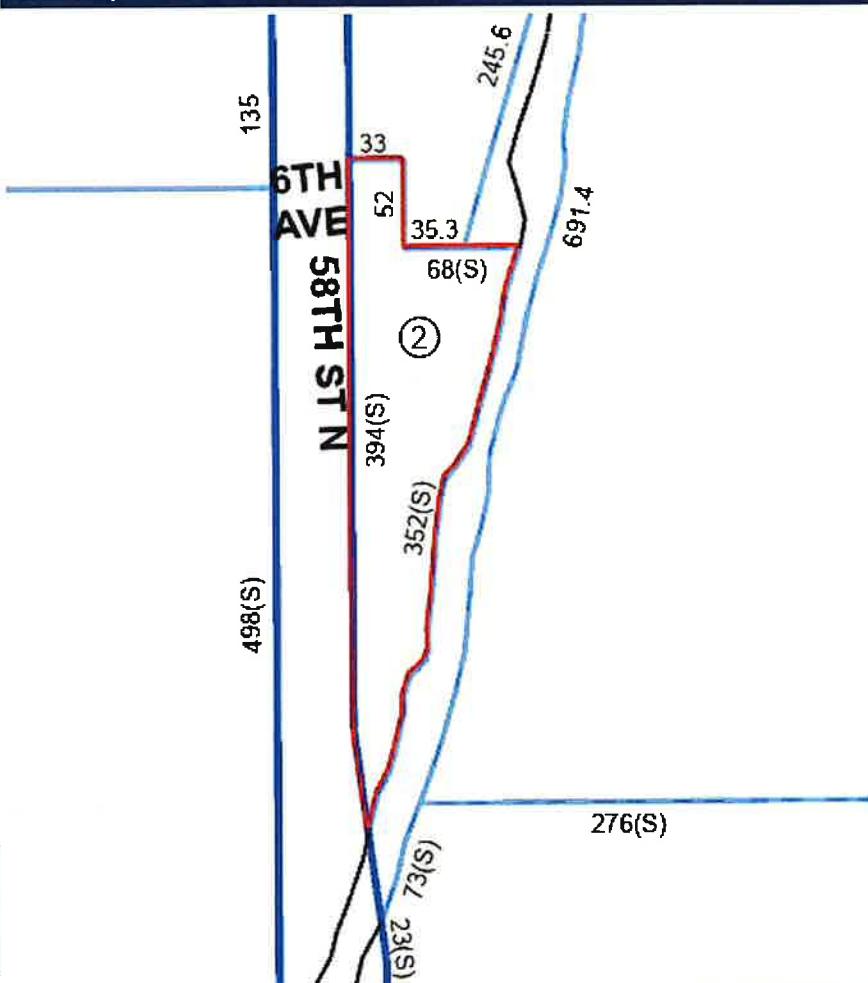
## Parcel Summary (as of 11-Dec-2024)

## Parcel Map

Parcel Number

**09-30-16-70992-200-0802**Owner Name  
LIFTMASTERS INCProperty Use  
4190 Industrial Not Classified ElsewhereSite Address  
12875 58TH ST N  
CLEARWATER, FL 33760 (Unincorporated)Mailing Address  
12875 58TH ST N  
CLEARWATER, FL 33760-3966Legal Description  
PINELLAS GROVES NW 1/4, PT OF LOT 8 DESC FROM  
NW SEC COR TH S 1604.86FT TH E 15FT FOR POB TH  
E 33FT TH S 52FT TH E 68FT(S) TO W BANK OF  
CROSS BAYOU CACurrent Tax District  
HIGH POINT FIRE (HPTF)Year Built  
1970 | 1970

Heated SF	Gross SF	Living Units	Buildings
1,756	3,901	0	2



## Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2026	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2025	No	0%		
2024	No	0%		

## Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
07897/0553	Find Comps	245.12	A	<a href="#">Current FEMA Maps</a>	<a href="#">Check for EC</a>	Zoning Map	1/55

## 2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$90,002	\$90,002	\$90,002	\$90,002	\$90,002

## Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$82,807	\$82,807	\$82,807	\$82,807	\$82,807
2022	N	\$77,330	\$77,330	\$77,330	\$77,330	\$77,330
2021	N	\$73,879	\$73,879	\$73,879	\$73,879	\$73,879