

Purchasing Department
Surplus and Sell
Bid Number: 178-0206-R (RG)

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

REAL PROPERTY CONTRACT FOR SALE AND PURCHASE

THIS Real Property Contract For Sale And Purchase (Contract) made and entered into this ___ day of _____, 2018 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 ABL Properties 2, LLC, whose address is 1 Beach Drive #230, St. Petersburg, Florida 33701, 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 SELLER solicited competitive bids for the property pursuant to Pinellas County Invitation to Bid, No 178-0206-G (RG)(hereinafter "Invitation to Bid"); and

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to the terms and conditions of the Invitation to Bid, 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 legal description is:

See Attached Legal Description as Exhibit "A".

1. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of \$180,000 (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 TEN THOUSAND & 00/100 Dollars (\$10,000) 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. TIME FOR ACCEPTANCE: BUYER shall deliver this contract to SELLER within thirty (30) business days after notification of winning bid. If BUYER fails to do so, the bid will be null and void and the BUYER's deposit may be returned or forfeited and retained by SELLER.

4. 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.

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 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.

6. 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.

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

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

9. 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 in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

10. 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.

11. 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.

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

13. RESTRICTIONS, EASEMENTS, AND 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.

14. 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.

15. 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.

16. 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 the Deposit, 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 the Deposit in 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.

17. 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.

18. RIGHT TO CANCEL: During the period set forth in Section 5 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.

19. 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.

20. 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.

21. 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:

ABL PROPERTIES 2, LLC
1 Beach Drive, #230
St. Petersburg, FL 33701
Email: Markb@Comegys.com
Phone: 727-515-5548

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

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:

Signed by BUYER on: April 20, 2018

WITNESSES:

BUYER:

By: Lori Ballis

By: Mark S. Berset

Print Name: Lori Ballis

Print Name: Mark S. Berset

By: Jason N. Berset

Title: Manager

Print Name: Jason N. Berset

Signed by SELLER on: _____, 2018

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman

(OFFICIAL SEAL)

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

<p>APPROVED AS TO FORM: OFFICE OF THE COUNTY ATTORNEY APPROVED AS TO FORM By: <u>Michael A. Zas</u> Office of the County Attorney Assistant County Attorney</p>

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the north½ of the northwest quarter (NW1/4) of the northeast quarter (NE1/4) of the northwest quarter (NW1/4) of Section 18, Township 30 South, Range 15 East, Pinellas County, Florida, described as follows:

From a point on the 40 acre line 330 feet S 0°06'15" West, from the northwest corner of the northeast quarter (NE1/4) of the northwest quarter (NW1/4) of Section 18, Township 30 South, Range 15 East, run S 89°07'59" East, 190 feet to the northwest corner of Lot 1, Block D, Beachview Grove Park, 1st Addition as recorded in Plat Book 40, page 27, Pinellas County records and P.O.B.

Then continue on the north line of said platted subdivision 146 feet M.O.L. to the southwest corner of the property conveyed to R & R Lawn, Inc., by Warranty Deed recorded in O.R. 2942, page 287. Then run on the west line of the R & R Lawn, Inc. property N 0°5'32" East, 155 feet M.O.L. to a point 5.53 feet east of the southeast corner of the property conveyed to Tremarco Corporation by Warranty Deed recorded in O.R. 98, page 77.

Then run on the south line of the Tremarco Corporation property N 89°07'59" West 144.47 feet to the southwest corner of the Tremarco property.

Then run South 155 feet M.O.L. to the P.O.B.

Along with a perpetual easement for ingress and egress being the North 25 feet of the property conveyed to Pick Kwik Food Stores, Inc. by Warranty Deed, recorded in O.R. 3482, page 892, less the eastern 145 feet M.O.L. thereof, hereinbefore conveyed in Warranty to Pinellas County by O.R. 4066, page 1608.

LESS AND EXCEPT the property conveyed to Antoni W. & Wincenta Niewiarowski by County Deed recorded in O.R. 5418, page 1303 as follows:

Begin at the Northeast corner of the Northwest ¼ of the Northwest¼ of Section 18, Township 30 South, Range 15 East, run S. 00 deg. 06'15" W., along the 40 acre line a distance of 180.12 feet; thence S. 89 deg. 07'59" E., a distance of 33.80 feet; thence S. 89 deg. 07'59" E., a distance of 161.20 feet to the Point of Beginning. Thence N. 00 deg. 05'32" E., a distance of 5.00 feet; thence S. 89 deg. 07'59" E., a distance of 144.47 feet; thence S. 00 deg. 05'32" W., a distance of 5.00 feet; thence N. 89 deg. 07'59" W., a distance of 144.47 feet to the point of Beginning.

Reviewed by SBB CH
Date: 7/23/08
SFN 1332 #119