

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) made and entered into this _____ day of _____, 2019 between, PINELLAS COUNTY, 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as "SELLER" and CHOUINARD BUILDERS LLC., whose address is 12760 Hibiscus Avenue, Seminole, FL 33776 hereinafter referred to as "BUYER", hereinafter jointly referred to as the "Parties".

WITNESSETH:

WHEREAS BUYER is the Successful Bidder of the subject property; and

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, including the development rights, littoral, riparian rights, and mineral rights, the following described property (hereinafter referred to as the "Property"):

Parcel Identification Number: 28-30-15-75168-004-0210;

Containing approximately 1.25 acres M.O.L.

2. **PURCHASE PRICE:** BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00)** (the "Purchase Price"), subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at Closing.

3. EFFECTIVE DATE: The effective date of this Contract (“Effective Date”) shall be the date when the contract is approved and executed by both Parties.

4. 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.

5. CLOSING DOCUMENTS: Closing documents shall be available to the Parties for review ten (10) days prior to closing, including the Warranty Deed to be executed by SELLER, 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.

6. 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 BUYER.

7. ESCROW: The Escrow Agent under this contract shall be American Government Services Corporation, or its successor.

8. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the property from the date of closing and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made shall be paid by the SELLER, by separate check at closing to “Pinellas County Tax Collector.” 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 §201.02. Values for recording purposes shall be the Purchase Price set out herein. Remaining closing costs shall be paid by BUYER.

9. DUE DILLIGENCE/INSPECTION: 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 to determine whether the Property is acceptable to BUYER. BUYER, in its reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60th) 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 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.

10. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable, BUYER shall notify the SELLER in writing of its 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 remedy. Alternatively, the Parties may negotiate the sale of the property with a reduction in purchase price.

11. 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.

12. TITLE EVIDENCE: Ten (10) days prior to the Closing Date, BUYER may, at BUYER's discretion and expense, obtain a title insurance commitment (the "Title Report") 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 shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have ninety (90) days from receipt of notice within which to remove said defect(s), which shall extend

the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

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

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. BUYER further agrees to grant at closing to SELLER a Drainage Easement as depicted in in Attachment A, and a General Utility Easement as depicted in Attachment B attached hereto and made a part hereof.

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, 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 as provided herein.

17. 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 may terminate this Contract and retain the Deposit as its 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. 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 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.

18. 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.

19. 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.

20. 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:

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

As to SELLER:

Chouinard Builders LLC
Attn: Jerome Chouinard
12760 Hibiscus Avenue
Seminole, FL 33776
Telephone: (727) 230-1620

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 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.

22. BROKER: SELLER/BUYER warrants that it has not engaged a real estate broker with respect to the Property. SELLER/BUYER shall 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. SELLER/BUYER covenants and agrees to indemnify SELLER/BUYER as a result of such claim. The obligations of SELLER/BUYER hereunder shall survive the closing.

23. 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.

24. 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.

25. 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.

26. 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.

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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 AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: 5/28/2019

WITNESSES:



Print Name: Timothy PLOTS



Print Name: Thomas B. Swan

CHOUNARD BUILDERS, LLC

By: 

Print Name: Jerome Chouinard

Title: Managing Member

Executed by SELLER: _____

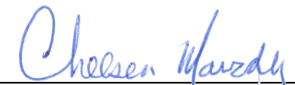
ATTEST: KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, by and through
its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: 

Office of the County Attorney