

Prepared by and return to:
Construction & Property Mgt.
509 East Avenue South
Clearwater, FL 33756
Attn: Joan C. Wilke

Portion of Parcel No. 09-29-16-45108-000-0380

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("**Contract**") is made and entered into this _____ day of _____, 2025 (the "**Effective Date**") between **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("**SELLER**"), and **SAVOY LLC**, a Florida limited liability company, whose address is 924 McMullen Booth Rd, Clearwater, Florida 33759 ("**BUYER**"), together, the "Parties".

WHEREAS, the real property described in Exhibit "A", attached hereto and fully incorporated herein (the "**Property**"), being the western 47 feet of a larger parent tract owned by SELLER, has been declared surplus by the Board of County Commissioners by Resolution 22-35, recorded in OR 22078, Pages 2464-2480, Pinellas County Public Records; and

WHEREAS, BUYER desires to purchase the Property from SELLER; and,

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to all terms and conditions of the sale as laid out in this Contract, including the granting of a Utility and Drainage Easement in favor of Pinellas County over a portion of the Property as more particularly described in Exhibit "B", attached hereto and fully incorporated herein (the "**Easement**"), to be executed at closing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. AGREEMENT TO BUY AND SELL: In consideration of the purchase price and other terms and conditions contained herein, SELLER does hereby agree to sell the Property to BUYER and BUYER does hereby agree to purchase the Property from SELLER.

2. PURCHASE PRICE: The purchase price is Sixteen Thousand One Hundred and Sixty-Three Dollars (\$16,163.00), subject to adjustment and proration at closing, as may be applicable, payable by certified funds or wire transfer funds at closing.

3. DEPOSIT: No deposit is required.

4. GRANT OF EASEMENT: At closing, immediately after SELLER conveys the Property to BUYER, BUYER shall execute the Easement in favor of SELLER.

5. CLOSING DATE: The closing will occur on or before ninety (90) days after the Effective Date (the “**Closing Date**”). In the event that BUYER, despite reasonable efforts, is not able to complete its due diligence on the Property within the thirty (30) day due diligence period under Section 8 (Due Diligence/Inspection) below, BUYER may make a written request to have the Closing Date deferred. Such request will be granted upon the sole and reasonable discretion of SELLER, by and through the Pinellas County Director of Construction & Property Management.

6. PLACE OF CLOSING: The closing will be held at the offices of the Pinellas County Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, or such other location within Pinellas County as designated by SELLER.

7. CLOSING DOCUMENTS: Closing and title services will be provided by American Government Services (“**AGS**”). Prior to closing, SELLER will furnish for BUYER’s review a closing statement and any other closing documents as may be requested by SELLER or AGS. At closing, SELLER will deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes, conveying SELLER's right, title and interest in the Property to BUYER, and subject to any and all easements, restrictions and other matters of record or as may be disclosed by a survey of the Property. At closing, BUYER agrees to execute all closing documents required by SELLER or AGS to effectuate the closing.

8. DUE DILLIGENCE/INSPECTION: BUYER will have the right, prior to closing, to send or to come upon the Property at reasonable times, upon reasonable prior notice to SELLER, 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. BUYER, in its reasonable discretion, may terminate this Contract at any time on or prior to thirty (30) days following the Effective Date, based upon the findings of such inspections or other such information gathered by BUYER 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 defend, 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 person or damage to the Property resulting from such inspections 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, which repair obligation shall survive the termination of this Contract. Neither this provision nor any other provision in this Contract will be constructed as a waiver of SELLER’s sovereign immunity pursuant to §768.28, Florida Statutes.

9. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable due to reasons listed in Section 8 herein, BUYER may terminate this Contract by delivering a termination notice to SELLER on or before the expiration date of the due diligence period. If BUYER fails to terminate this Contract within said time, BUYER will be deemed to have accepted the Property "as is" at closing and without reduction in the purchase price.

10. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER. At closing, SELLER shall deliver possession of the Property to BUYER, subject to the reservation by SELLER of the Easement and any other conditions/terms agreed upon in writing by the Parties.

11. TITLE EVIDENCE: No less than ten (10) days prior to the Closing Date, BUYER may, at BUYER's discretion and expense, obtain a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to BUYER an Owner's Policy of Title Insurance at closing in the amount of the purchase price, insuring BUYER's good and marketable title to the Property, subject only to those standard exceptions and other encumbrances appearing in the Owner's Policy, which from BUYER's standpoint do not unduly affect title. If defect(s) render the title uninsurable, SELLER will have 90 days from receipt of written notice from BUYER within which to remove said defect(s), which will automatically extend the Closing Date a like amount of time. If for any reason SELLER does not remove the defect(s) within said period, BUYER will have the option of either accepting the title as it then is, or terminating this Contract by written notice to SELLER, whereupon the Parties will be released of all further obligations and liability under this Contract.

12. SURVEY: Prior to closing, BUYER may, at its option, procure a survey of the Property at BUYER's sole expense. If BUYER obtains a survey, BUYER shall promptly provide a copy to SELLER.

13. 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, the cost of recording the County Deed and Easement, the cost of recording any corrective instruments, and all other closing costs shown on the closing statement. Values for recording purposes shall be the purchase price set out herein.

14. TIME: Time is of the essence as to this Contract. Any reference herein to time periods will refer to calendar days, and any time period provided for herein that ends on a Saturday, Sunday or County or legal holiday will extend to 5:00 p.m. of the next full business day.

15. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: At closing, BUYER will take title to

the Property 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 shall be solely responsible for investigating the acceptability of title to the Property during the due diligence period.

16. TAXES, FEES, AND ASSESSMENTS: BUYER will be fully liable and responsible for the payment of all taxes, fees, and special assessments due on the Property from the date of closing and thereafter.

17. BROKERS: SELLER and BUYER each represent that they have not engaged a real estate broker or agent with respect to the purchase and sale of the Property. Neither SELLER nor BUYER will be responsible for any real estate commission or fees which may be claimed to be due through SELLER or BUYER or pursuant to any acts of SELLER. The foregoing representations shall survive the closing.

18. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without the 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 upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

19. 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 shall be deemed in default, whereupon SELLER may terminate this Contract by written notice to BUYER, 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, except for those, if any, that this Contract expressly states will survive termination. 2) If SELLER fails to perform any of SELLER's covenants and agreements set forth in this Contract, SELLER shall be deemed in default, whereupon BUYER may terminate this Contract by written notice to SELLER, 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, except for those, if any, that this Contract expressly states will survive termination. Notwithstanding the foregoing, a party will not be in default until thirty (30) days after receipt of written notice of an alleged default by the other party and the party in receipt of such notice has failed to cure said alleged default within said thirty (30) day period.

20. DISCLAIMER, WARRANTIES, AND REPRESENTATIONS: BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of the Property is made on an as-is, where is basis. BUYER acknowledges and agrees that except for express representations and

warranties set forth herein, SELLER has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character, or nature whatsoever with respect to or in any way related to the Property or BUYER's use thereof, including but not limited to 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.

21. AMENDMENTS; CONSTRUCTION OF THIS CONTRACT: No modification or change to 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 this 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.

22. 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.

23. 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 (i) personally delivered to the other Party, (ii) mailed by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) delivered by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or 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, provided the recipient acknowledges in writing that it received the electronic transmission. All notices and requests required or authorized hereunder will be delivered as aforesaid to the representative parties hereto as follows:

To BUYER:

SAVOY LLC
924 McMullen Booth Rd.
Clearwater, FL 33759
Telephone: (727) 726-1111
Email: Savoyllc1@aol.com

To SELLER:

Pinellas County, Construction & Property Management Real Property Division

Attn: Joan C. Wilke – Acquisitions & Dispositions Coordinator

509 East Avenue South

Clearwater, FL 33756

Telephone: (727) 464-4604

24. 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 this Contract will be amended only to the extent necessary to bring it within the requirements of the law.

25. GOVERNING LAW: This Contract will be governed by and construed in accordance with the laws of Pinellas County and the State of Florida. Proper venue will be in Pinellas County, Florida.

26. WAIVER: The waiver or failure by either party to enforce any provisions of this Contract in one instance will not operate as a waiver by such party of any future breach of such provisions or any other provisions hereof. No waiver will be binding unless executed in writing by the party making the waiver.

27. CONFIDENTIALITY: BUYER acknowledges that Florida has broad public records laws and that this Contract, when fully executed, will become a public record.

28. ENTIRE AGREEMENT: This Contract, including all exhibits, 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 under this Contract.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below, effective as of the Effective Date set forth above.

Executed by BUYER on: NOV. 21ST, 2025.

WITNESSES:

BUYER:
SAVOY LLC

By: [Signature]

Print Name: GITA DABIRI
[witness 1]

Print Name: MASSOUD DABIRI

Title: PRESIDENT

Print Name: MICHAEL KIAN
[witness 2]

And By: [Signature]

Print Name: MICHAEL KIAN
[witness 1]

Print Name: MALOUSE DABIRI

Title: VICE PRESIDENT

Print Name: GITA DABIRI
[witness 2]

Executed by SELLER on: _____, 2025.

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

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

By: _____
Deputy Clerk

By: _____
Brian Scott, Chair

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

Exhibits:

Exhibit A – Description and Sketch

Exhibit B – Utility and Drainage Easement

EXHIBIT A

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



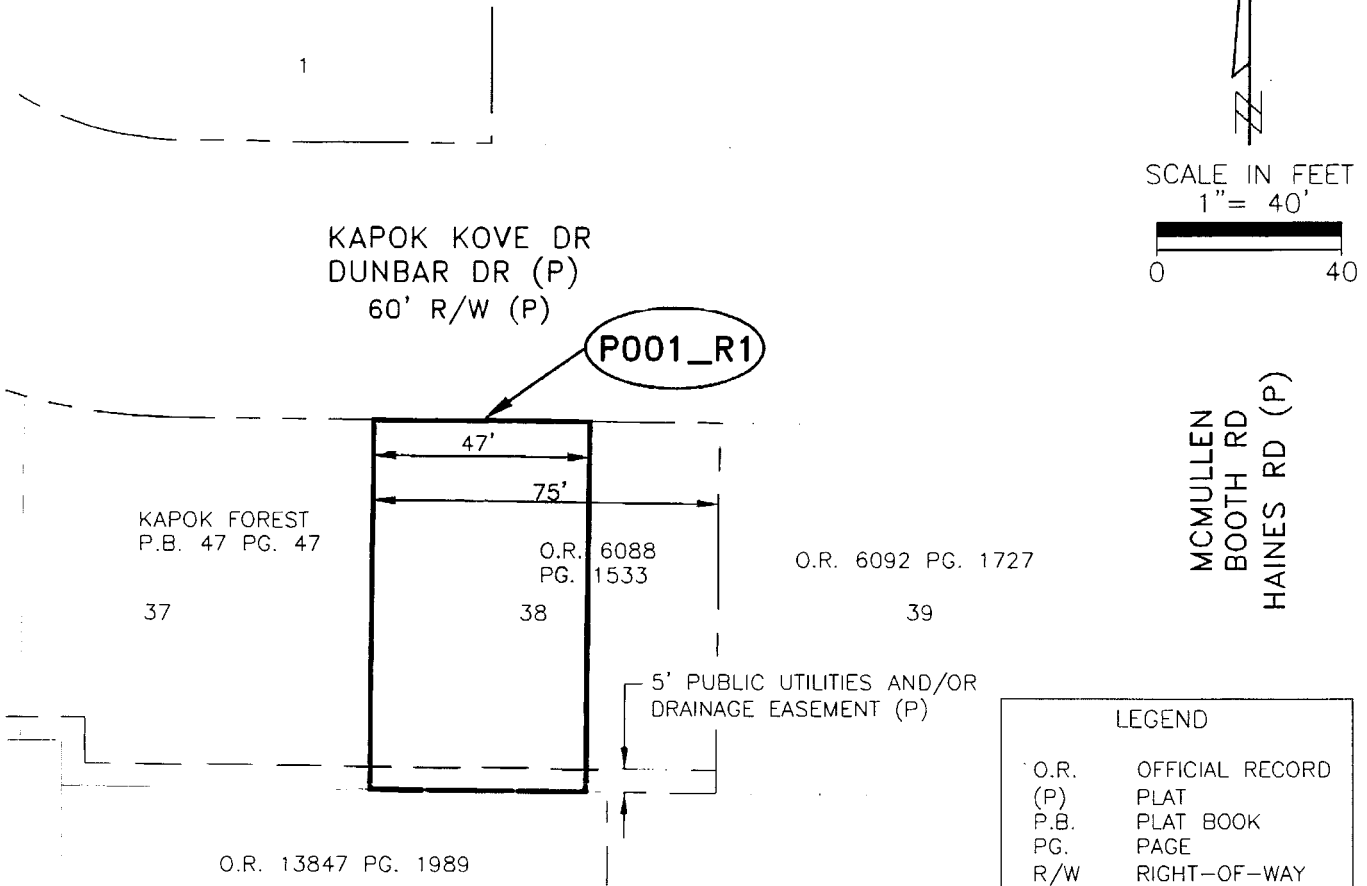
SECTION 09, TOWNSHIP 29 SOUTH, RANGE 16 EAST

DESCRIPTION

The West 47 feet of Lot 38, KAPOK FOREST Subdivision, according to the plat thereof, as recorded in Plat Book 47, Page 47, public records of Pinellas County, Florida, in the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida.

Containing: 3,760 square feet or 0.086 acres more or less

SKETCH--NOT A SURVEY



LEGEND

O.R. OFFICIAL RECORD
(P) PLAT
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A Shimp III 2025.07.15 14:34:01 -04'00'

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE

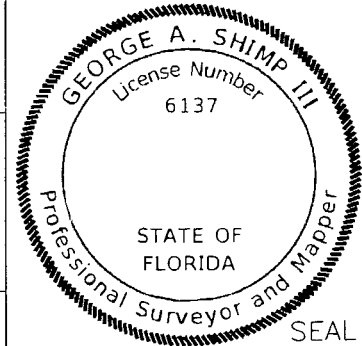
S.F.N.:
1753

P.I.D.:
001851B

CALCULATED
BY: AZ

CHECKED
BY: TS

Pinellas County Survey
and Mapping Division



Parcel No.: P001_R1

SHEET 01 OF 01

EXHIBIT A

EXHIBIT B

Prepared by and return to:
Joan C. Wilke
Pinellas County Real Property Division
509 East Avenue South
Clearwater, FL 33756

ATTN: Public Works Department

Parcel No. 09-29-16-45108-000-0380

UTILITY AND DRAINAGE EASEMENT

THIS UTILITY AND DRAINAGE EASEMENT ("Easement"), granted this ____ day of _____, 2025, by SAVOY LLC, a Florida limited liability company, whose address is 924 McMullen Booth Rd., Clearwater, Florida 33759 ("Grantor"), and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Grantee").

WITNESSETH

GRANTOR, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee a perpetual, non-exclusive utility and drainage easement, over and across the following described property, located in Pinellas County, Florida, and as more particularly described as follows:

Lands described in Exhibit "A" attached hereto and fully
incorporated herein ("Easement Area").

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to Grantee.

2. The grant of this Easement may allow Grantor quiet enjoyment of the Easement Area to the extent that such use does not interfere with rights granted herein. The grant of this Easement does restrict the right of Grantor in the use of the Easement Area to the extent that no trees, structures, or other obstructions deemed objectionable by Grantee, other than fencing, will be allowed. Additionally, no excavation or activities that may endanger, damage or interfere with the County's drainage system will be allowed under, over, and upon the Easement Area. Any such objectionable obstructions placed by Grantor within the Easement Area may be removed by Grantee at Grantor's expense.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain, and repair all current and future County drainage facilities under, over, across, and upon the Easement Area; (b) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation, or maintenance of the drainage system; (c) the right for public utilities to install under, over, across, and upon the Easement Area but only upon receiving prior written consent from Grantee, and (d) the right for Grantee's employees, agents, assigns, and contractors to have unrestricted ingress and egress across Grantor's property to the Easement Area. Unrestricted ingress and egress will include, if necessary, the removal of any fencing in the Easement Area. Title to all facilities placed by Grantee within the Easement Area shall remain in the County.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee covenants not to do any acts or things, which it could reasonably expect to cause damage to Grantor's property, to include the Easement Area.

5. Grantor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless Grantee, its officers, employees, and agents from all damages, suits, action, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from this Easement, or on account of any act or omission, neglect, or misconduct of Grantor, except only such injury or damage as will have been occasioned by the sole negligence of Grantee. Nothing herein will be construed to be a waiver of any immunity or limitation of liability that Grantee is entitled to under the doctrine of sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

6. This Easement will run with the land and is binding upon Grantor and Grantor's successors in interest and shall insure to the benefit of Grantee and its successors assigns.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

GRANTOR: SAVOY LLC

Signature of 1st Witness

By _____
Signature

Print Name of 1st Witness

Print Name

Address of 1st Witness

Title

Signature of 2nd Witness

Print Name of 2nd Witness

Address of 2nd Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization this _____ day of _____, 2025, by _____ as _____ for SAVOY LLC, a Florida limited liability company, (type of authority, e.g. officer, trustee, attorney in fact), on behalf of the company.

(SEAL)

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

GRANTOR: SAVOY LLC

Signature of 1st Witness

And By: _____
Signature

Print Name of 1st Witness

Print Name

Address of 1st Witness

Title

Signature of 2nd Witness

Print Name of 2nd Witness

Address of 2nd Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2025, by _____ as _____ for SAVOY LLC, a Florida limited liability company, (type of authority, e.g. officer, trustee, attorney in fact), on behalf of the company.

(SEAL)

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Exhibits:

Exhibit A - Sketch and Description

EXHIBIT B to Contract

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



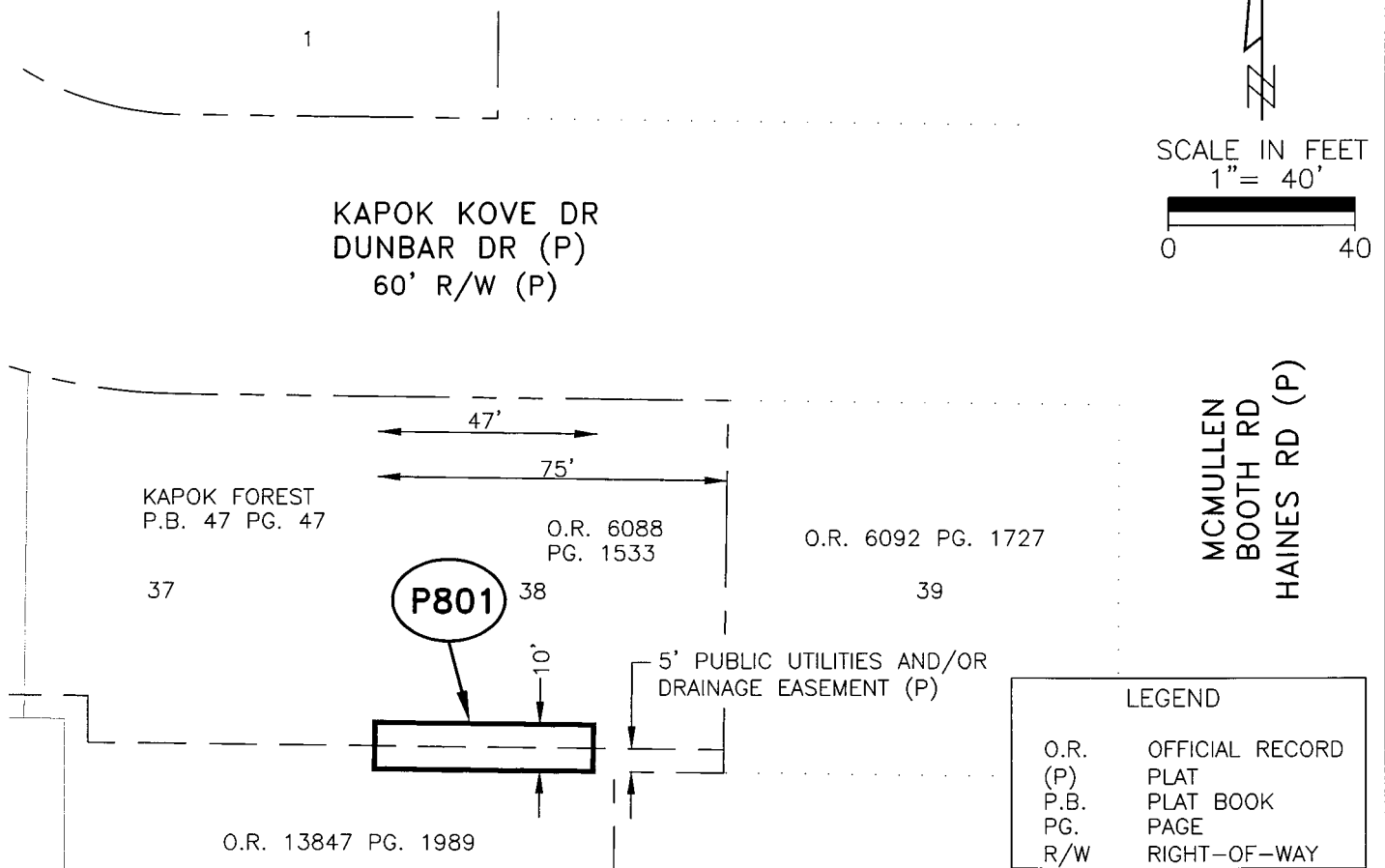
SECTION 09, TOWNSHIP 29 SOUTH, RANGE 16 EAST

DESCRIPTION

The South 10 feet of the West 47 feet of Lot 38, KAPOK FOREST Subdivision, according to the plat thereof, as recorded in Plat Book 47, Page 47, public records of Pinellas County, Florida, in the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida.

Containing: 470 square feet or 0.011 acres more or less

SKETCH--NOT A SURVEY



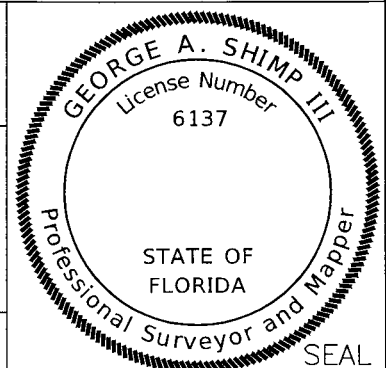
Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A Shimp III 2025.07.15 15:03:15 -04'00'

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE



SEAL

S.F.N.:
1753

P.I.D.:
001851B

CALCULATED
BY: AZ

CHECKED
BY: TS

Pinellas County Survey
and Mapping Division