

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

**Project: County Surplus Land Sale – Colony South Dr, Tarpon Springs**

Parcel ID: 14-27-15-17534-000-0141

## **REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "**Effective Date**"), between **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 (the "**County**"), and Nicole Graziano and Charles Kalbach, whose mailing address is 110 Lakeside Colony Dr., Tarpon Springs, Florida 34689 ("**Buyer**", whether one or more than one).

1. **AGREEMENT TO SELL AND PURCHASE.** The County agrees to sell and Buyer agrees to purchase all of the County's right, title and interest in property located in Pinellas County, Florida, as more particularly described on Exhibit A hereto (the "**Property**").

2. **PURCHASE PRICE.** The purchase price for the Property is \$151.00, payable by cashiers or certified check at Closing (defined below). Payments to the County shall be made payable to the "*Pinellas County Board of County Commissioners.*"

3. **DEPOSIT.** The County acknowledges receipt of a check from Buyer in the amount of \$0, as a deposit. At the County's option, the County may retain said deposit, whereby said amount shall be credited against the purchase price at Closing, or alternatively the County may return the check to Buyer at Closing. In the event of Buyer's default, the County may retain the deposit.

4. **TITLE.** At closing ("**Closing**"), the County shall convey title to the Property to Buyer by statutory County Deed. The parties understand and agree that Buyer is purchasing the Property in "as is" condition, with no express or implied warranties or guarantees from the County with respect to marketable title, the physical condition of the Property (including without limitation the condition of structures and other improvements on the Property (if any) and the environmental condition of the Property), the ability of Buyer to obtain title insurance on the Property, or any other matters pertaining to the Property. Buyer is solely responsible for all inquiries and investigations regarding the foregoing, and the County has no obligation or liability for the cost to correct any deficiencies or defects discovered by Buyer through investigation or inquiry, whether discovered before or after the Closing.

5. **DOCUMENTS AND EXPENSES.**

(A) The County shall prepare and execute the County Deed. Buyer shall pay all closing costs, including without limitation documentary stamps on the deed, recording fees, title exam and title insurance costs (if Buyer elects to obtain a title exam and/or title insurance), settlement fees, and survey costs if Buyer elects to obtain a property survey. Buyer represents that Buyer has not engaged a real estate agent or broker in connection with this transaction. If Buyer has utilized a real estate agent or broker, Buyer shall be solely liable for all brokerage fees and commissions. Except for the County Deed and customary settlement statement, the County shall not be required to execute a seller's title affidavit or any other closing documents.

(B) Buyer acknowledges that the County is exempt from paying real property taxes, and as such there shall be no proration of real property taxes at Closing. Similarly, there shall be no proration of assessments at Closing; provided, however, that if, prior to Closing, the County has prepaid assessments against the Property, at Closing the County shall receive a credit for prepaid assessments in the amount allocable to the period between the Closing and the date through which such assessments were prepaid. Buyer shall be solely responsible for paying all real property taxes and assessments from and after the Closing.

6. **CLOSING.** The Closing shall be handled by a title company designated by the County. The Closing shall take place during normal business hours at the County's offices in Clearwater or at such other location as the County may designate, **within thirty (30) days after the County's execution of this Agreement** (with the specific date to be designated by the County), or on such later day as the parties may agree upon in writing; provided that if for any reason the County is not ready to close on the designated closing date, the Closing shall occur as soon thereafter as reasonably possible on a mutually agreed upon date.

7. **FAILURE OF PERFORMANCE.**

(A) If Buyer, through no fault of the County, fails to perform any of Buyer's obligations under this Agreement, the County may, after providing written notice to Buyer as to the default, retain all deposits paid by Buyer, without limitation of the County's other rights and remedies. If the County is the prevailing party in any litigation arising out of Buyer's default under this Agreement, the County is entitled to receive reasonable attorney's fees.

(B) If the County, through no fault of Buyer, fails to perform any of the County's obligations under this Agreement, and fails to rectify the same within thirty (30) days after receiving written notice thereof from Buyer, Buyer's sole remedy shall be to terminate this Agreement by delivering a written notice of termination to the County, whereupon Buyer shall receive a refund of any deposits paid to the County as agreed upon damages and full settlement of any claims, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement. If Buyer does not exercise such right to terminate and elects to close this transaction, at Closing Buyer shall be deemed to have waived all claims against the County pertaining to the County's failure to perform.

8. **NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by (i) personal delivery, (ii) Federal Express, UPS, or other traceable courier service, or (iii) U.S. certified or registered mail, postage prepaid, return receipt requested; in each case to the parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address as they may specify from time to time by written notice to the other party given in accordance with this section. Notices shall be deemed given on the day of delivery if personally delivered or delivered by courier, and three (3) business days after deposit in the mail if mailed by U.S. certified or registered mail unless a different date of receipt is indicated on the return receipt.

9. **GENERAL PROVISIONS.**

(A) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(B) **Amendments.** This Agreement may be amended only by a written amendment signed by both parties.

(C) **Time.** Time is of the essence. Any date for performance or expiration of a time period specified herein that falls on a Saturday, Sunday or legal holiday shall be extended to the following business day. Unless otherwise specified herein, the word "day" as used herein means a calendar day.

(D) **Severability.** The terms of this Agreement shall be deemed to be severable. If any provision of

this Agreement is held to be illegal, void or otherwise legally unenforceable, it shall be removed from this Agreement, and the remainder of this Agreement will continue in full force and effect, unless such provision renders the balance of this Agreement impossible or impracticable to perform as determined by the County, in which case this Agreement shall terminate.

(E) Governing Law. This Agreement will be governed by and construed in accordance with the laws of Pinellas County and the State of Florida. In the event of a dispute under this Agreement, the matter will be resolved solely in the Circuit Court in Pinellas County, and the parties hereby agree to such venue.

(F) Waiver. The waiver or failure by either party to enforce any provisions of this Agreement 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 signed in writing by the party making the waiver.

(G) Successor and Assigns. This Agreement will inure to the benefit of and is binding upon the parties and their respective successors, assigns, heirs and legal representatives. Buyer shall not assign its interests under this Agreement without the County's prior written consent, which may be granted or withheld in the County's discretion. Any attempt by Buyer to assign this Agreement without the County's prior written consent shall render this Agreement null and void.

(H) Counterparts. This Agreement may be executed in counterparts. Electronic signatures are acceptable and legally binding.

9. ADDITIONAL PROVISIONS. [ none ]

*[ signature page follows ]*

This Agreement is executed by the parties effective as of the date first written above.

WITNESSES:

Tiffany Wells  
Signature [witness 1]  
Tiffany Wells  
Printed Name [witness 1]  
Cecilia Nystrom  
Signature [witness 2]  
Elicia Nystrom  
Printed Name [witness 2]

Buyer:

Nicole Graziano  
Nicole Graziano

WITNESSES:

Tiffany Wells  
Signature [witness 1]  
Tiffany Wells  
Printed Name [witness 1]  
Cecilia Nystrom  
Signature [witness 2]  
Elicia Nystrom  
Printed Name [witness 2]

Buyer:

Charles Kalbach  
Charles Kalbach

ATTEST:  
KEN BURKE, Clerk

Seller:  
**PINELLAS COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
, Deputy

By: \_\_\_\_\_  
Dave Eggers, Chair

Exhibits:  
Exhibit A – Legal Description

**EXHIBIT A**

**LEGAL DESCRIPTION**

**COLONY SOUTH PART OF LOT 14 DESC BEG NE LOT COR TH S32D04'22"W  
27.39FT TH S07D28'24"E 9.36FT TH S89D21'17"W 82.03FT TH N00D39'43"W  
29.42FT TH S89D41'53"E 95.70FT TO POB**