

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(Fire Station No. 19 –Pasco County Fire Rescue)

THIS AGREEMENT, by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "BUYER," and _____ hereinafter referred to as "SELLER."

WITNESSETH:

THE TOTAL PURCHASE PRICE is _____ and 00/100 Dollars (\$_____) (the "Purchase Price"), payable by BUYER to the SELLER, subject to the following terms and conditions:

1. SELLER agrees to sell and convey to BUYER by Warranty Deed, and BUYER agrees to purchase the property depicted in Exhibit "A," consisting of a portion of the parcel currently identified by Pasco County Property Appraiser Parcel ID Number 08-26-16-0010-02300-0000 (hereinafter "the Property"). The approximate size of the Property is 10.75 acres.
2. SELLER hereby warrants it is the owner of the Property in fee simple and the Property is insurable.
3. Upon execution of this Agreement by SELLER, SELLER's offer may not be revoked or rescinded until presented for formal consideration by the Pasco County Board of County Commissioners on or before _____, 2021. In the event that this Agreement is not approved by the Pasco County Board of County Commissioners by said date, SELLER may terminate this Agreement by providing written notice to BUYER.
4. The Effective Date shall be the date upon which the Board of County Commissioners approves this Agreement, and the Chairman executes this Agreement.
5. SELLER agrees to convey title to the Property to BUYER by warranty deed free and clear of all encumbrances, leases, liens, mortgages, covenants, conditions, restrictions or encumbrances not acceptable to BUYER, in BUYER's sole discretion as described herein.
6. The contract shall be closed and, subject to the satisfaction of all conditions precedent to SELLER's performance, the Deed and possession of the Property shall be transferred to BUYER within forty-five (45) days of execution of this Agreement by BUYER, unless extended by mutual agreement of the parties hereto.
7. SELLER shall pay for a title insurance commitment issued by a Florida licensed title insurance company, agreeing to issue to BUYER, upon recording of the Deed, an owner's policy of title insurance in the amount of the purchase price, insuring BUYER'S title to the

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Property, subject only to liens, encumbrances, exceptions, or qualifications permitted by BUYER in accordance with this Section. BUYER shall, not less than thirty (30) days after receipt of the insurance commitment from SELLER, notify SELLER, in writing, of any objections BUYER has to the title commitment. SELLER shall have a period of sixty (60) days after notification thereof within which to cure defects in the title, and the sale shall be closed within twenty (20) days after notice of such curing to BUYER. In the event SELLER is unsuccessful in curing such defects within the required time, or in the event that SELLER elects not to cure any such defects, BUYER shall have the option of either accepting title as is, or terminating this Agreement without penalty, and thereupon, BUYER and SELLER shall be released, as to one another, without further obligations under this Agreement. Title insurance shall be issued through a closing agent selected by both BUYER and SELLER.

8. BUYER shall have forty-five (45) days after the Effective Date (the "Due Diligence Period"), to perform its due diligence review of the Property. BUYER shall have the right to perform examinations, tests, investigations and studies of the Property (the "Inspections"). BUYER may conduct the Inspections with its employees, contractors or consultants ("BUYER's Inspectors"). SELLER shall provide reasonable access to the Property for BUYER's Inspectors to perform the Inspections; provided, however, that (i) BUYER shall provide SELLER with prior notice of each of the Inspections by sending written notice via electronic mail to SELLER and (ii) BUYER's Inspectors shall not perform any drilling, coring or other invasive testing, without SELLER's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If BUYER determines that the Property is unacceptable or unsatisfactory for any reason whatsoever, or no reason, BUYER may terminate this Agreement by giving written notice to SELLER during the Inspection Period, and neither party shall have any further liability to the other under this Agreement.

9. Prior to closing, the Property may be surveyed by BUYER, at BUYER's expense. The legal description of the Property shall be conformed to the survey upon Buyer's approval, in Buyer's sole discretion. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, written notice thereof will be given to SELLER by BUYER within thirty (30) days from BUYER'S receipt of the survey, and SELLER will have thirty (30) days thereafter to remove such encroachments. If SELLER fails to remove or cure said encroachments within said time, or in the event that SELLER elects not to cure any such defects in the survey that are timely objected to by BUYER, BUYER, at its option, may

terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.

10. If at any time between execution hereof and the closing, it is discovered that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property, BUYER may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such Contaminants had been found. The BUYER may also terminate this Agreement if the BUYER determines in its sole discretion that the extent of any remedial action is excessive. The SELLER warrants and represents to the BUYER that to the actual knowledge of SELLER, there are no Contaminants, as defined herein, deposited, located, placed or released on the Property.

11. SELLER shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property. In the event there is any trash or junk material or structures on the Property, the BUYER will notify the SELLER thereof in writing, and the SELLER will remove all such trash and junk material or structures identified by the BUYER at SELLER'S sole expense, prior to closing. Trash or junk will be defined as, but not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, pole barns, machinery, or construction material. Prior to closing, at a mutually agreeable time, BUYER and SELLER shall perform a walk-through of the Property to confirm that no trash or junk material remains on the Property.

12. SELLER shall pay all ad valorem taxes, solid waste or other special assessments, street light assessments, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of closing. If ad valorem taxes, for the year in which closing occurs, are not known, then taxes for the prior year shall be used for the purposes of the required prorations for the Property. The prorations at closing shall be final and there shall be no post-closing adjustment to same between BUYER and SELLER.

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13. SELLER agrees to pay documentary stamps on the instrument of conveyance. BUYER shall pay the costs of recording the conveyance documents. No other closing costs may be charged to BUYER without BUYER's written consent.

14. If SELLER is a corporation or other business entity, at the closing, SELLER shall furnish BUYER with SELLER'S Non-Foreign Corporate Affidavit required by Section 1445(b)(2) of the United States Revenue Code to relieve BUYER from withholding any income or capital gains taxes on the purchase price. SELLER agrees to indemnify and hold BUYER harmless, for all fees and costs, including any attorney's fees, incurred by BUYER as a result of any misrepresentations, omissions or errors in SELLER'S Affidavit(s).

15. BUYER and SELLER represent and warrant to one another that no brokers have been involved in this transaction. It is agreed that BUYER will not be liable to SELLER or to SELLER'S broker, agents or representatives for any commissions, costs, or fees arising from or for the closing of the transaction contemplated by this Agreement.

16. BUYER shall wire transfer made payable to the closing agent for the total amount of the purchase price, plus the costs of recording the conveyance. The closing agent will disburse the net proceeds of the purchase price to SELLER, after disbursing all closing costs chargeable to the SELLER.

17. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

18. This Agreement embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be varied or modified except by written agreement of both SELLER and BUYER.

19. No delay or omission in the exercise of any right or remedy accruing to SELLER or BUYER upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach.

20. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in Pasco County.

21. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof.

22. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.

23. Time is of the essence for this Agreement.

24. SELLER will comply with the disclosure requirements of Section 286.23, F.S. (disclosure of persons having a beneficial interest in the selling entity when real property is conveyed to a public agency), if applicable.

25. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by an overnight delivery service, or facsimile transmission, or via electronic mail (provided notice is sent to all recipients listed). Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by electronic mail or facsimile transmission (provided a confirmation receipt is maintained by the sender); and upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

As to SELLER: Attn: Debbie Manns
City of New Port Richey, City Manager
5919 Main Street
New Port Richey, FL 34652
mannsd@cityofnewportrichey.org

As to BUYER: Attn: Dan Biles
Pasco County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Tel: 727-847-8115
Email: pcadmin@pascocountyfl.net

AND Heather Wolff, Real Property Professional III
Facilities Management Department
Real Property & Planning Division
7220 Osteen Road
New Port Richey, FL 34653
727-847-8138, Ext. 3926 (office)
727-809-6736, (cell)
hwolff@pascocountyfl.net

26. SELLER and BUYER each knowingly, voluntarily and intentionally waive any right each may have to a trial by jury of any claim, demand, action or cause of action, in connection with, or in any way related to, this Agreement.

SELLER'S INITIALS _____

BUYER'S INITIALS _____

IN WITNESS WHEREOF, SELLER has caused this instrument to be executed in its name on this ___ day of _____, 2021.

City of New Port Richey

By: _____

Debbie Manns _____

City Manager _____

IN WITNESS WHEREOF, Pasco County has caused this agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

ATTEST:

BY _____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BY _____
RONALD E. OAKLEY, CHAIRMAN

Exhibit "A"

SELLER'S INITIALS

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