

Pinellas County
Surplus and Sell
Bid Number: **156-0076-B (SS)**

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 AGREEMENT made and entered into this ____ day of _____, 20 ____
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
_____, whose address is _____,
_____, hereinafter referred to as "BUYER".

WHEREAS, SELLER has solicited competitive bids for nine (9) individual surplus parcels
pursuant to Pinellas County Invitation to Bid, No. 156-0076-B (hereinafter Invitation to Bid); and

WHEREAS, SELLER was the successful bidder for ____ of said parcels, hereinafter
referred to as the "Property," as further identified and described herein; 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 agreement 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:

Attached as Exhibit "A" hereto and made a part hereof.

1. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of _____, (PURCHASE PRICE) subject to adjustment and proration, payable by certified funds or wire transfer funds at Closing.

2. DEPOSIT: SELLER acknowledges that the BUYER has made a deposit equal to fifteen percent (15%) of the total purchase price in the sum of _____ Dollars (\$_____.00) with SELLER upon acceptance of SELLER'S bid, 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 a signed and witnessed purchase contract to SELLER together with the Deposit. If BUYER fails to do so, the bid will be null and void and the BUYER'S deposit will be returned.

4. EFFECTIVE DATE: The effective date of this contract ("Effective Date") shall be the date when this 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. In the event that BUYER is not able to complete its due diligence on the Property as described herein by the Closing Date, 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 and all 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: In lieu of a survey, SELLER will provide a copy of a current boundary sketch. 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 (2014). BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording same, 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, SELLER shall furnish for BUYER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes (2014), conveying the Property to BUYER, subject to all easements and restriction of record, and any other documents necessary for the closing of this transaction, including mineral rights. Additionally, BUYER agrees to execute any and all other related agreements to effectuate the development conditions herein as determined necessary by SELLER.

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, 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 maybe subject.

14. DEVELOPMENT CONDITIONS/DEED RESTRICITONS: The deeds conveying the Property, as further described in Exhibit A, shall be restricted by the development conditions listed in Exhibit B, attached hereto and incorporated herein.

15. 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.

16. 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.

17. DEFAULT/REVERSIONARY INTERESTS: If BUYER fails to perform any of the covenants and agreements set herein before the closing date of the Property, and BUYER is in default, SELLER shall retain the Deposit. In the event of a default subsequent to closing, the lot(s) underlying the default shall revert to and thereafter become fee simple real estate owned by the SELLER, as further described in Exhibit B.

If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, 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.

18. 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.

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 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. During the completion of the conditions subsequent to closing, or in exercising its rights under this section, BUYER shall not place any additional liens or encumbrances on the Property except as consented to by the SELLER, which shall not be unreasonably withheld by SELLER if financed with a commercial bank or similar lender intended to fund the construction and development of the Property.

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:

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

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: _____, 20__

WITNESSES:

BUYER:

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Executed by SELLER on: _____, 20__

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</p> <p>By: _____ Senior Assistant County Attorney</p>

Exhibit A

Property Description

(Leave Blank – To be determined with award)

Exhibit B
Development Conditions/Deed Restrictions

The property must be developed pursuant to the following development conditions:

1. BUYER shall construct a residential single-family detached house on the lot;
2. Houses must be built in accordance with all applicable building, land use and zoning regulations;
3. Houses must meet the following minimum size and design requirements;
 - a. 1200 square feet of living space;
 - b. 3 bedroom;
 - c. 2 bathroom; and
 - d. Enclosed garage;
4. BUYER must obtain building permits and commence construction, including on-site construction activities within one (1) year of the closing date; BUYER may be granted an extension of time for good cause at the sole discretion and with the written consent of SELLER;
5. BUYER must complete construction including obtaining a certificate of occupancy (CO) of a within 2 years of the date of this deed (closing date);

BUYER is hereby on notice that the conditions referenced above constitute deed restrictions on the Property. BUYER agrees to develop the Property in a manner consistent with the terms and conditions of the Purchase Agreement, and the terms and conditions outlined herein, at its sole cost and expense.

In the event the conditions subsequent to the closing date of the Property are not completed by the construction schedule requirements, the Property shall revert to the SELLER in fee simple real estate. The BUYER further agrees that in the event of a default and reversion to SELLER, BUYER will provide a deed to SELLER to codify the same. BUYER shall be liable for all costs and expenses incurred by SELLER enforcing its reversionary rights.