

CONTRACT FOR SALE AND PURCHASE
FOR REAL PROPERTY

THIS AGREEMENT made this _____ day of _____, 2022, between ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS, 2300 Virginia Avenue, Fort Pierce, Florida 34982, hereinafter referred to as SELLER and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, hereinafter referred to as PURCHASER, upon the terms and conditions set forth herein, Seller agrees to sell and Purchaser agrees to purchase a certain parcel or parcels of real property located in the County of St. Lucie, Florida, being more fully described as:

2500 Gray Twig Lane
Lot 1, less East 10 feet, Twelve Oaks Estates, according to the plat thereof, as recorded
in Plat Book 16, Page 26, of the Public Records of St. Lucie County, Florida.
Parcel ID: 3405-801-0001-000-8

together with all improvements and personal property located thereon as may hereinafter be specifically described.

1. PURCHASE PRICE AND METHOD OF PAYMENT.

The full purchase price is Forty-Four Thousand Nine Hundred Forty-Seven and 00/100, (\$44,947.00), determined to the total of the following:

Real Property	<u>\$44,947.00</u>
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payable by wire transfer, in Cash or Cashier's check at the time of closing; plus or minus credits, adjustments and prorations as of the date of closing.

2. FEASIBILITY DETERMINATION.

The Purchaser shall have thirty (30) days from the Effective Date to determine the feasibility of the purchase. During the feasibility determination period, the Purchaser at their respective expense may undertake such physical inspections, tests and other investigations as may be deemed necessary in order to evaluate the purchase of the parcel. For purposes of undertaking physical inspections, the Seller grants to the Purchaser the right to enter upon the parcel and any part thereof during the Feasibility Determination. The presence of such personnel shall be only for the purpose of conducting such inspections, tests or investigations and no other personnel activity shall be permitted. Any alternations or changes to the property that are a direct result of the inspecting, testing and investigations will be repaired and replaced by the Purchaser if a closing does not occur. The parties hereto are units of local government covered under the sovereign immunity protections afforded by Section 768.28, Florida Statutes. Nothing contained in this Contract or related documents shall be deemed a waiver of either parties' sovereign immunity protections, whether by contract or by law.

3. EXPENSES.

Seller shall pay for documentary stamps and recording fees on the Deed conveying the subject real property to Purchaser.

4. TITLE.

Purchaser may obtain, at the Purchaser's expense, a commitment for title insurance from a title company of Purchaser's choice, certified to a date not earlier than the date hereof, showing good and marketable title thereto to be vested in the Seller, free and clear of all liens and encumbrances except those herein expressly set forth and those which shall be discharged by Seller at or before closing.

5. LANDSCAPING.

Purchaser agrees to install and maintain landscaping to County standards around the improvements installed. The Purchaser agrees to submit landscape plans to the County's Environmental Resources Department for review and approval prior to installation.

6. CONVEYANCE.

Seller agrees to convey title to Purchaser by a good and sufficient statutory County Deed.

7. CONVEYANCE "AS IS-WHERE IS".

Purchaser acknowledges and agrees that Seller is conveying the property "as is-where is".

Seller assumes risk of any and all loss or damage prior to closing and the property shall be conveyed in the same condition as of the Effective Date, ordinary wear and tear excepted.

8. POSSESSION.

Seller shall deliver possession to Purchaser at the closing.

9. BROKERS.

The parties represent to each other that no broker or finder is entitled to a commission or other compensation in connection with this transaction.

10. CLOSING.

The closing shall be forty-five (45) days after the Effective Date, at which time all monies due to be paid hereunder and all instruments due to be made, executed, and delivered by the respective parties, each to the other, as herein provided, shall be paid and delivered, and the abstract shall become the property of the Purchaser.

11. PLACE OF CLOSING.

Closing shall be held at the offices of a place chosen by Seller and Seller shall notify Purchaser

in writing of same at least seven (7) days prior to closing.

12. MISCELLANEOUS.

Written provisions shall control all printed provisions in conflict therewith. This contract embodies the entire agreement of the parties and may not be altered or modified except by an instrument in writing signed by the party against whom the enforcement of any alterations or modifications is sought.

13. DEFAULT.

If Seller fails to perform hereunder without fault of the Purchaser, Purchaser shall not thereby waive any right or remedy they may have because of such default of Seller. If Purchaser fails to perform hereunder without fault of Seller, any surveys, environmental reports, etc. shall be given to Seller as liquidated damages which shall be in lieu of all other remedies allowed by law and this contract shall there upon terminate.

14. ASSIGNMENT.

This contract is freely assignable by the Purchaser, but no such assignment is binding upon Seller until an executed copy thereof is delivered to the Seller. Upon such delivery, the assignor shall be relieved of all liabilities under this contract.

15. DISBURSEMENT OF PROCEEDS.

The Purchaser has elected to have the closing processed through the office of the Title Company issuing Title Insurance. The Title Company or Agent will accomplish disbursement so as to bring the transaction under Section 627.7841, Florida Statutes, to assure coverage of the period from the commitment to deed recording, provided delivery of the deed and payment of the purchase price occur in the same day at the same time.

16. OFFER TO SELL.

Seller and Purchaser recognize and agree that by signing this agreement first, the Seller is offering to sell the property described to the Purchaser in accordance with the terms and conditions of this agreement. If Purchaser shall fail to approve this agreement within thirty (30) days after Seller signs this agreement, this offer shall be null and void.

17. COMPLIANCE WITH ENVIRONMENTAL LAWS.

In the event that, between the Effective Date and the closing of the transaction contemplated herein, environmental contamination of the Property has resulted or is discovered, the Purchaser, at its sole option, may elect to terminate this Contract without further liability.

18. CONFLICT OF LAWS.

The parties hereto hereby agree that all legal rights, duties, obligations and defenses shall be determined pursuant to the Laws of the State of Florida.

The covenants herein shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators and successors or the parties hereto. Whenever used, the singular shall include the plural, and the plural the singular and the use of any gender shall include all genders.

19. EFFECTIVE DATE.

This Agreement shall be effective ("Effective Date") upon approval by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

EXECUTED by SELLER this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
ST. LUCIE COUNTY, FLORIDA

DEPUTY CLERK

By: _____
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS

COUNTY ATTORNEY

EXECUTED by PURCHASER this _____ day of _____, 2022.

Signed, sealed and delivered
in the presence of:

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Sign: _____

Print Name: _____

By: _____

Shannon M. Martin, Mayor

Sign: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this _____ day of _____, 2022 by Shannon M. Martin as Mayor of City of Port St. Lucie, who is personally known to me.

(Notary Seal)

Notary Public Signature

Typed, printed or stamped name
of Notary Public