

AGREEMENT FOR PURCHASE OF PROPERTY

THIS AGREEMENT made and entered into the _____ day of _____, 2013 between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "**Buyer**," and **ST. PETE HURRICANES, INC.**, hereinafter referred to as "**Seller**."

1. **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, each to the other to be performed by them at the time and in the manner hereinafter provided, the **Seller does hereby agree to sell and the Buyer does hereby agree to buy** the following property located in Pinellas County, Florida and legally described as:

ADDRESS (LOCATION): 7390 18th Street N, St. Petersburg, Florida 33702

LEGAL DESCRIPTION: W 200 ft of N 325 ft of SE ¼ of SW ¼ of SEC 25-30-16 LESS N 25 ft FOR RD R/W CONT 1.38 AC

PARCEL ID NUMBER: 25-30-16-00000-340-0100

2. **PURCHASE PRICE:** Seller agrees to sell the above described Property for the Purchase Price of **\$65,000.00**.

Purchase Price.....\$ **65,000.00**

Total Paid by Buyer at Closing.....\$ **65,000.00**

This transaction is payable in cash (cashier's check) at closing, less any Buyer's credits that shall be applied as advance payment toward the purchase price and shall be deducted therefrom at closing.

Property of Buyer

Any items not specifically mentioned herein to be removed by Seller shall become the property of the Buyer and are included in the contract price for purchase of property.

3. **CONTINGENCIES:** This contract is contingent upon the following:

- A. If desired, Buyer obtaining written positive results from engineering, environmental analysis and appropriate regulatory agencies that the property can economically be used for construction and property being free of any encumbrance.
- B. Satisfactory results of soil testing, if desired, as set forth in paragraph 23.
- C. Buyer obtaining written commitment from the City of St. Petersburg that the use of the property is consistent with the City's comprehensive plan.

4. **TIME FOR ACCEPTANCE/EFFECTIVE DATE:** If this Contract is not executed by the **Seller** on or before September 3, 2013, it shall be null and void. The date of Contract ("Effective Date") shall be the date when the Contract is approved and executed by the **Buyer** and **Seller**.

5. **CLOSING DATE:** This transaction shall be closed and the deed and all other closing papers delivered 10 days after the satisfaction of the contingencies, on or before _____ unless otherwise extended in writing by **Buyer** and **Seller** or their representative.

6. **POSSESSION:** **Seller** represents that sole possession of the premises herein described shall pass to **Buyer** on date of closing.

7. **EVIDENCE OF TITLE:** Within ten (10) days from Effective Date, **Seller** shall, at **Seller's expense**, deliver to **Buyer** or **Buyer's** attorney, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to **Buyer**, upon recording of the deed to **Buyer**, an owner's policy of title insurance in the amount of the purchase price, insuring **Buyer's** good and marketable title to the property, subject only to those standard exceptions appearing in the owner's title policy which, from **Buyer's** standpoint, do not unduly affect title, and those items which shall be discharged by **Seller** at or before closing. **Buyer** shall have ten (10) days from date of receiving title commitment to examine same. If title is found defective, **Buyer** shall, within five (5) days thereafter, notify **Seller** in writing specifying defect(s), or the same shall be deemed to have been accepted by **Buyer**. If said defects render title uninsurable, **Seller** will have 90 days from receipt of notice within which to remove said defect(s), and if **Seller** is unsuccessful in removing them within said time, **Buyer** shall have the option of either accepting the title as it is then, or **Buyer** and **Seller** shall be released, as to one another, of all further obligations under this Contract. However, **Seller** agrees that **Seller** will, if title is found to be uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefore, including the bringing of necessary suits. **Seller** shall remove all personal property from premises prior to closing unless possession addendum is executed as stipulated above.

8. **UPDATED TITLE COMMITMENT:** **Buyer** shall have been furnished with the Title Commitment, as required by Section 7 of this Agreement, and such commitment shall be updated at **Seller's expense** at closing with such update showing no change in the status of title as previously approved by **Buyer**.

9. **CLOSING DOCUMENTS:** **Seller** shall, through **Buyer's** closing agent, furnish to **Buyer**, at least seven (7) days prior to closing, copies of all deeds, affidavits, closing statements, or other documents which will be executed and delivered by **Seller** at such closing, which documents shall be subject to the reasonable approval of **Buyer's** attorney.

10. **INGRESS AND EGRESS:** **Seller** warrants that there is ingress and egress to the property.

11. **EXPENSES:** Values for recording purposes shall be the price set out herein.

Buyer will:

- A. Update survey.
- B. Pay for the cost of recording the deed.

Seller will:

- A. Pay for the cost of documentary stamps on the deed.
- B. Pay for the Title Insurance.

12. **PRORATIONS:** Taxes shall be prorated as of the date of closing.

13. **DOCUMENTS FOR CLOSING:** **Seller** shall furnish Closing Statement, and **Buyer** shall provide payment in cash at closing (cashier's check). Upon the **Buyer** meeting the terms of purchase, the **Seller** will promptly execute and deliver to the **Buyer** a general warranty deed conveying the property to the **Buyer**. The property shall be free and clear of all liens and encumbrances except as indicated in Items #7 and #12 of this Contract.

14. **PLACE OF CLOSING:** Closing shall be held in the county wherein the property is located, at the School Board's Attorney's Office, or at the office of a designated closing agent as agreed by **Seller** and **Buyer**.

15. **TIME:** Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** The **Buyer** shall take title subject to restrictions in matters appearing on the plat or otherwise common to the subdivision; public utility easements of record.

17. **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.

18. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by **Seller**. Pending liens as of date of closing shall be assumed by **Buyer** provided, however, that if work on the said improvement has commenced as of Effective Date, such pending lien shall be considered as certified, confirmed or ratified and **Seller** shall, at closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement.

19. **OTHER AGREEMENTS:** No prior or present 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 party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Contract in conflict therewith.

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, it being understood and agreed that neither the method of computation of purchase price, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of **Buyer** and **Seller**. Whatever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21. **BROKERAGE COMMISSIONS:** Each party represents to the other that no person or firm has acted as broker in this transaction. The parties hereby agree that if any claims for brokerage commissions or fees are ever made against either party in connection with this transaction, all such claims shall be handled and paid by the party whose actions are the basis for such claims for brokerage commissions. The provisions of this section shall survive the closing and the delivery of the deed and other related documents.

22. **SOIL TESTS:** Buyer and its agent and representatives shall be entitled to enter upon the property for inspection, soil test, including soil lead tests, examination and land-use planning prior to the closing. Such entry and testing on the property shall not interfere with the **Seller's** use of the property. **Buyer** hereby holds **Seller** harmless from any damages or liabilities, including attorney's fees, arising from injuries caused by **Buyer**, its agents or representatives in pursuing the property inspection, soil testing and planning activities, etc. permitted under this Section of the said Contract. This Contract is contingent upon the findings from the **Buyer** soil testing and evaluation that the said soil conditions of the site are suitable for construction of any proposed facility.

23. **ENGINEERING PLANS AND STUDIES:** Upon the execution of this Contract, **Seller** shall furnish to **Buyer**, for copying at **Buyer's** sole expense, all engineering plans and surveys which **Seller** has, if any, relating to the property, and all such information may be used by **Buyer** in such manner as it desires, provided that in the event **Buyer** fails to purchase the property for any reason, all such information shall be returned to **Seller** together with any information that **Buyer** may have compiled with respect to the property.

24. **WARRANTIES AND REPRESENTATIONS:**

A. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property has not been used by any prior owner in the past as a hazardous waste or toxic chemical storage facility (including any underground storage tanks) or dump site. **Seller** further represents and warrants that the property is not now being used and has not been used by **Seller** or, to the best of **Seller's** knowledge, by any prior owner in the past as a garbage dump or landfill area.

B. **Seller** further represents that during the period of **Seller's** ownership, that toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater have not been spilled or buried on the subject sites.

C. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater condition.

25. **CONDEMNATION PENDING OR THREATENED:** The **Seller** warrants there is no pending or threatened condemnation or similar proceeding affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated by parties other than the **Buyer**.

26. **COMPLIANCE WITH LAWS:** To **Seller's** knowledge, **Seller** has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the property. Performance of this Contract will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the property under any agreement or other instrument to which **Seller** is a party or by which **Seller** or the property might be bound.

27. **PENDING LITIGATION:** **Seller** warrants that there are no legal actions, suits or other legal or administrative proceedings affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated.

28. **RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until the delivery of the deed or conveyance, is assumed by the **Seller**.

29. **MAINTENANCE/INSPECTION OF PROPERTY:** The **Seller** and **Buyer** agree that all property sold under this Contract is being sold in an "As Is" condition and the grounds will be maintained between the date of this Contract and the date of closing in the condition as they existed on the date of this Contract, ordinary wear and tear excepted.

30. **DEFAULT OF BUYER OR SELLER:** If the **Buyer** fails to perform this Contract within the time specified, **Seller**, at his option, may proceed in equity to enforce his rights under the Contract or releases all parties from all obligations under this Contract. If **Seller** fails, for any reasons other than failure to render his title marketability after diligent effort, to perform this Contract, the **Buyer** may seek specific performance without waiving any action for damages resulting from **Seller's** breach. Failure or refusal of **Buyer** or **Seller** to execute the deed and other documents required hereunder shall be deemed default on the part of the **Buyer** and **Seller**.

31. **MISCELLANEOUS PROVISIONS:** This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Contract. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract will be interpreted as if such invalidity, illegality or illegal or unenforceable provision had never been contained herein. Any references to gender in this Contract shall be deemed to include both male and female, and a singular and plural. The parties hereby agree that each has played an equal part in the negotiations and drafting of this Contract, and in the event any ambiguities should be realized in the construction or interpretation of this Contract, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Contract. The waiver of one or more defaults by any party to this Contract shall not be deemed a waiver of any subsequent default of that provision of the Agreement, or of a default under any other provision of this Contract.

32. **NOTICES:** Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing and may be given by certified mail, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and, if given otherwise than by certified mail, it shall be deemed to have

been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

FOR BUYER:

School Board of Pinellas County, Florida
School Board Attorney
301 4th Street SW
Largo, FL 33770

Copy to: Real Estate Department
11111 S. Belcher Road
Largo, FL 33773

FOR SELLER:

St Pete Hurricanes Inc.
Attn: Tom Carson
8485 15th Way N.
St. Petersburg, FL 33702-2811

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Real Estate Contract the day and year first above written.

SELLER

St Pete Hurricanes Inc.

WITNESS: _____
Witness

By: _____

Print Name: _____

Print Name: _____

Date: _____

BUYER

School Board of Pinellas County, Florida

WITNESS: _____
Witness


By: _____
Chairperson

Print Name: _____

Print Name: _____

Date: _____

AGREEMENT APPROVED AS TO FORM:


School Board Attorney