

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into by and between New Vista Properties, Inc., a Florida Corporation ("Seller"), with an address of 1750 SW 4<sup>th</sup> Avenue, Miami, Florida 33129, and the North Port Road and Drainage District, a special district of the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), with an address of 1100 N. Chamberlain Boulevard, North Port, Florida 34286, as of the date that the Buyer executes this Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements set forth herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Sale of Property. Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller that certain real property ("Property") consisting of 5.92078 acres (257,909 square feet) of land, described as:

Lots 32 and 42, Block 1985; Lots 19 and 37, Block 1999; Lots 25, 37 and 38, Block 2014; Lots 2, 3, 17 and 18, Block 2024; Lot 24, Block 2036; 44<sup>th</sup> Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 19, Page 33; Lot 16, Block 2181; Lot 2, Block 2213; Lot 10, Block 2237; and Lots 7 and 18, Block 2264; 46<sup>th</sup> Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 19, Page 45; Lot 29, Block 2548, 51<sup>st</sup> Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 21, Page 8; and Lot 46, Block 2624; Lot 32, Block 2689; Lot 21, Block 2642; 52<sup>nd</sup> Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 21, Page 13, of the Official Records of the Sarasota County Clerk of the Circuit Court.

Sarasota County Property Appraiser PID # 1146198532, 1146198542, 1147199919, 1147199937, 1134201425, 1134201437, 1134201438, 1147202402, 1147202403, 1149202417, 1147202418, 1147203624, 1130218116, 1129221302, 1131222710, 1128226407, 1128226418, 1008254829, 0975262446, 0991268932 and 0976264221,

together with all privileges and other rights appurtenant to the Property, if any; all fill and top soil thereon, if any; all oil, gas and mineral rights possessed by Seller, if any; and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Property, if any; and all right title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the Property, if any.

2. Purchase Price. In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of Two Hundred Twenty-Five Thousand Seven Hundred Fifty and no/100 dollars (\$225,750.00), payable at closing.

3. Clear and Marketable Title. Seller warrants that it is the sole owner of the Property in fee simple and will convey good, recordable, marketable, insurable title free and clear of all encumbrances to Buyer at closing. **Seller will defend and indemnify Buyer for any cloud upon the title.** Seller acknowledges that all warranties found in law are in effect.

- ☐ Seller agrees to purchase title insurance
- ☒ Buyer agrees to purchase title insurance
- ☐ Title Insurance is waived.

4. Commission Approval. Buyer's obligation to perform on this Purchase and Sale Agreement is conditioned upon the approval of this Purchase and Sale Agreement by the City Commission of the City of North Port, Florida.

5. Closing Costs and Documents. Buyer agrees to pay all reasonable closing costs. Taxes shall be prorated as of the scheduled closing date. Buyer shall select the closing agent. The purchase price will be disbursed to the Seller or their agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. Seller agrees to sign and provide a Warranty Deed and all other relevant closing documents at closing, and further acknowledge(s) that the closing and aforesaid payment is contingent on Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

6. Closing Date. Closing on the Property will take place within 90 days of the North Port City Commission's approval of this Purchase and Sale Agreement unless otherwise agreed to by the parties. Seller will be informed by the Closing Officer at least seven (7) days prior to the closing of its date, time and place, when closing is in person.

7. Hazardous Materials. Seller warrants to Buyer that to the best of Seller's knowledge, information and belief, the Property has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials. This warranty shall survive the closing and shall continue for so long as there is liability imposed on Buyer under any applicable federal or state law. In the event that the City obtains an Environmental Site Assessment that confirms the presence of Hazardous Materials on the Property, the City, at its sole option, may elect to terminate this Purchase and Sale Agreement and neither party shall have any further obligations under this Purchase and Sale Agreement.

8. Encumbrances. Seller hereby covenants and agrees that from the Effective Date until the closing date, the Seller shall not, without the prior written consent of the Buyer, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien, or encumbrance affecting the Property.

9. Default; Remedies. If Seller or Buyer default under this Purchase and Sale Agreement, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or exercise any other remedy permitted by law or in equity resulting from Seller's or Buyer's default.

10. Governing Law; Venue. This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

11. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Purchase and Sale Agreement that are not contained in this document.

12. Amendment. No modifications, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Severability. In the event any provision of this Purchase and Sale Agreement shall be held

invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

14. Assignment. Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining Buyer's written consent, which shall not be unreasonably withheld. Buyer's consent to one assignment by a party other than Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void and shall terminate this Purchase and Sale Agreement at Buyer's option. Subject to the terms of the preceding sentence, all terms of this Purchase and Sale Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be hand delivered, sent via UPS for FedEx, or sent by certified United States mail (postage prepaid), return receipt requested, and addressed as follows:

If to Seller: New Vista Properties, Inc.  
1750 SW 4<sup>th</sup> Avenue  
Miami, FL 33129

If to Buyer: City of North Port, Florida  
City Manager  
4970 City Hall Blvd.  
North Port, FL 34286

With copy to: City of North Port, Florida  
City Attorney  
4970 City Hall Blvd.  
North Port, FL 34286

Notices will be deemed delivered upon deposit with the carrier, deposit in the U.S. Mail, or upon hand delivery.

16. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Purchase and Sale Agreement may be signed in counterparts.

17. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

*(This space intentionally left blank; signature pages to follow)*

This Agreement has been executed by the Seller on the date set forth below.

**SELLER**

New Vista Properties, Inc., a Florida Corporation

\_\_\_\_\_  
Witness No. 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness No. 2

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of New Vista Properties, Inc., a Florida Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced \_\_\_\_\_

Approved by the City Commission of the City of North Port, Florida, acting as the governing body of the North Port Road and Drainage District, in public session on \_\_\_\_\_, 2022.

**BUYER**

NORTH PORT ROAD AND DRAINAGE DISTRICT

\_\_\_\_\_  
A. Jerome Fletcher II, ICMA-CM, MPA  
City Manager

ATTEST

Date: \_\_\_\_\_

\_\_\_\_\_  
Heather Faust, MMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Amber L. Slayton  
City Attorney