THIS INSTRUMENT PREPARED BY:
Mike Glenn, Real Property Specialist, Property Acquisition Division
On Behalf of: Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Surplus Property
PROPERTY ADDRESS: 5401 3rd Avenue West, Bradenton, Florida 34209
PID NO: 3785800008

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE ("Contract") is made and entered into this the ____day of _____, 2018 (the "Effective Date"), between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the "**SELLER**"), and **GLEN GIBELLINA**, a single man, whose mailing address is 7110 28th Street East, Sarasota, Florida 34243 (hereinafter the "**BUYER**"). **SELLER** and **BUYER** are sometimes collectively referred to herein as "Parties" and individually as "Party."

WHEREAS, BUYER has petitioned the Board of County Commissioners of Manatee County, Florida (hereinafter the "Board"), to convey all interests in and to real property held by Manatee County, Florida (the "County") as described herein (the "Property"); and

WHEREAS, the Board, pursuant to Section 125.35, Florida Statutes, has determined the Property is not needed for a public purpose and adopted Resolution R-18-109 on July 24, 2018; and

WHEREAS, the Board has further determined that it is in the best interest of the County to sell property to the highest and best bidder; and

WHEREAS, on August 29, 2018 the County held a public bid sale of the Property and received **SELLER's** bids for the property; of the two bids received, the highest bidder was selected who placed a bid in the amount of $5,250.00; and

WHEREAS, BUYER will accept the Property "as is" and will indemnify and hold harmless **SELLER** for all existing defects and damages at the Property and any act, occurrence or legal action arising out of the conveyance of the Property pursuant to this Contract.

NOW, THEREFORE: In consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF REAL PROPERTY**: **SELLER** shall sell and **BUYER** shall buy, subject to the terms and conditions set forth herein, that unimproved real property situated, lying and being in the County of Manatee, State of Florida (the "Property"), all as more particularly described as:

East ½ of Lot 142, in GOLF VIEW PARK, Plat Book 02, Page 102, Public Records of Manatee County, Florida

3. **TITLE:**

A. County Deed: At closing, **SELLER** shall deliver to **BUYER** a County Deed conveying title to the Property, subject to any restrictive covenants, reservations, easements, zoning and land use restrictions or regulations. As provided in Section 125.411(3) of the Florida Statutes, said County Deed shall convey only the interest of the **SELLER** in the Property, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same. The County Deed shall be in substantially the form attached hereto as **Exhibit "A"** and shall be incorporated herein by this reference.

4. **PURCHASE PRICE**: The purchase price for the property is **FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($5,250.00)**. Payment shall be in the form of a certified bank or attorney's trust account check, made payable to Manatee County.

A. Deposit: On or about August 29, 2018, **BUYER** paid to **SELLER** a deposit of Five Hundred Twenty-Five and No/100 Dollars ($525.00) (hereinafter "Deposit"), as a condition of the bid for the property, receipt of which is hereby acknowledged and attached hereto, and incorporated herein, as **Exhibit "B."**

B. Payment: At the time of closing, **BUYER** shall pay to **SELLER** the full purchase price for the Property less the deposit of Five Hundred Twenty-Five and No/100 Dollars ($525.00).

5. **TITLE EVIDENCE**: **BUYER** shall have the option to purchase an owners' policy of title insurance on the Property as it deems necessary at **BUYER'S** own expense. Should **BUYER** elect to obtain title insurance, said policy of title insurance must be ordered, at **BUYER'S** expense, within three (3) business of the Effective Date of this Contract.

6. **TITLE DEFECTS**: If a title policy is issued and any defects in title are found, **BUYER** shall have 30 days from the Effective Date of this Contract to either waive the defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

7. **SURVEY**: **BUYER**, within the time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at **BUYER'S** expense. If the survey, as certified by a registered Florida surveyor, shows any encroachment upon the Property or any improvements intended to be located on the Property which, in fact, encroach upon the lands of others or said survey discloses any encumbrances or defects in title other than those subject to

which the Property may be conveyed or that may be dischargeable at time of closing, the same shall be treated as a title defect pursuant to Section 6.

8. **ENVIRONMENTAL SITE ASSESSMENT**: During the period commencing ten (10) days after the Effective Date and ending ten (10) day prior to closing ("Inspection Period"), **SELLER** will permit representative of **BUYER** to enter upon the Property for the purposes of conducting tests, inspections, or examinations that **BUYER** desires in regard to the environmental conditions of the Property, including, but not limited to, the tests, borings, percolation tests and other tests, inspections, or examinations that **BUYER** may order, at its expense, to determine subsurface or topographic conditions of the Property. **BUYER** shall indemnify, defend and hold **SELLER** harmless for any damages to the Property to the extent caused by the failure by **BUYER** or **BUYER'S** representatives to exercise reasonable care in the conduct of such tests, inspections, or examinations. If **BUYER**, in its sole and absolute discretion, shall conclude from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for **BUYER'S** intended purpose and shall so notify **SELLER** in writing of **BUYER'S** conclusion on or before the end of the Inspection Period, this Contract shall be terminated and be of no further force or effect, and no party shall have any rights or claims against one another which might otherwise result from this Contract.

9. **ACCEPTANCE OF PROPERTY "AS IS"; INDEMNIFICATION & HOLD HARMLESS**: In the event **BUYER** does close the sale and purchase of the Property, **BUYER** shall accept the Property "as is", and expressly acknowledges and agrees that:

A. **SELLER** makes no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of **BUYER**, to include the presence, or lack thereof, of environmental contamination;

B. **SELLER** bears no liability or responsibility to **BUYER** for the same;

C. **BUYER** shall accept and take ownership of the Property, in "as is" condition, by County Deed given by **SELLER** and **BUYER** accepts all responsibility, at its expense, to maintain and repair the Property and **BUYER** shall not obligate **SELLER** to fund any future improvements and/or renovations made at the Property;

D. **BUYER** shall waive any claims against **SELLER** for any defects and/or damages that may exist at the Property at the time of closing the transaction transferring ownership from **SELLER** to **BUYER** and be subsequently discovered by **BUYER** or anyone claiming by, through, under or against the **SELLER.**

E. **BUYER** shall indemnify, keep and save harmless the **SELLER**, its agents, officials and employees, against all claims, suits, actions or proceeding for any act, occurrence, or suit arising out of, or in connection with, the transfer of the Property to the **BUYER** including environmental contamination;

F. **BUYER'S** agreement and obligation to indemnify, defend and hold harmless **SELLER**, its agents, officials and employees against all claims, suits, liabilities, judgments, costs

and expenses shall also extend to, cover and relate to any claim, suit, or action arising from or predicated upon **SELLER'S** prior ownership of the Property. **BUYER'S** obligation and agreement to indemnify, defend and hold harmless **SELLER** and those operating under its explicit direction does not include any intentional act of **SELLER** or its agents, officials or employees as aforesaid.

Section 9 shall survive the closing of this transaction.

10. **CLOSING DATE AND PLACE OF CLOSING**: This transaction shall be closed on or before **60 days** from the Effective Date, subject only to an extension of time for obtaining a title policy in accordance with Section 5 above. Closing shall be conducted at 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205 or at any other location agreeable to both Parties.

11. **NOTICE**: Notice delivered to **SELLER** or to **BUYER**, or mailed to either at their respective mailing addresses shown above, shall be binding respectively upon **SELLER** and **BUYER** wherever notice or the exercising of any option or the making of an election is provided for and permitted herein.

12. **DEFAULT**: Except as otherwise provided herein, if **SELLER** is not in default pursuant to any of the terms of this Contract and **BUYER** fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, **SELLER** shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of **BUYER** to perform the duties and obligations imposed upon it pursuant to this Contract and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to **SELLER** other than as provided in this section, and **SELLER** agrees to accept and take such Deposit as **SELLER'S** total damages and relief hereunder in such event. If **SELLER**, for any reason, fails to perform any of the covenants, conditions, or warranties of this Contract, **BUYER** shall at its option (a) waive the nonperformance and proceed with closing; (b) be entitled to the immediate return of the Deposit and terminate this contract; or (c) have the remedy of specific performance of this Contract.

13. **TIME**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of seven (7) days or less 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 4:00 p.m. of the next full business day.

14. **DOCUMENTARY STAMPS AND RECORDING COSTS**: Documentary stamps and the cost of recording the Deed referenced in Section 3 above will be paid by the **BUYER**. The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of Section 3.

15. **BROKER FEES**: **SELLER** will pay no commission to any broker in connection with the purchase and sale of the Property.

16. **OTHER AGREEMENTS**: No prior or present agreements or representations shall be binding upon either of the Parties hereto unless incorporated in this Contract. No modifications or changes to this Contract shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.

17. **ENTIRE CONTRACT**: This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. **BUYER** and **SELLER** shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the Party who possesses the right to waive enforcement of same.

18. **SEVERABILITY**: If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

19. **SURVIVABILITY**: Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the Closing shall remain enforceable against such Party subsequent to the Closing.

20. **AUTHORIZATION**: Each Party represents to the other that such Party has authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract for Sale and Purchase on the date first above written.

Signed, sealed, and delivered in the presence of:

Witness

Jim Crisetto
Printed Name

Witness

Mike Glenn
Printed Name

BUYER: GLEN GIBELLINA, a single man

Signature

GLEN GIBELLINA
Printed Name and Date

9/12/2018

SELLER:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date:_____

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court and Comptroller of Manatee County

By: _____
Deputy Clerk

EXHIBIT "A"

COUNTY DEED

Please See Attached

THIS INSTRUMENT PREPARED BY:
Mike Glenn, Real Property Specialist, Property Acquisition Division
On Behalf of: Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Surplus Property
PROPERTY ADDRESS: 5401 3rd Avenue West, Bradenton, Florida 34209
PID#: 3785800008

==========SPACE ABOVE THIS LINE FOR RECORDING DATA==========

COUNTY DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made this _____ day of _____, 2018, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and **GLEN GIBELLINA,** a single man, party of the second part, whose mailing address is 7110 28th Street East, Sarasota, Florida 34243.

WITNESSETH, that said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year written above.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

MANATEE COUNTY, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

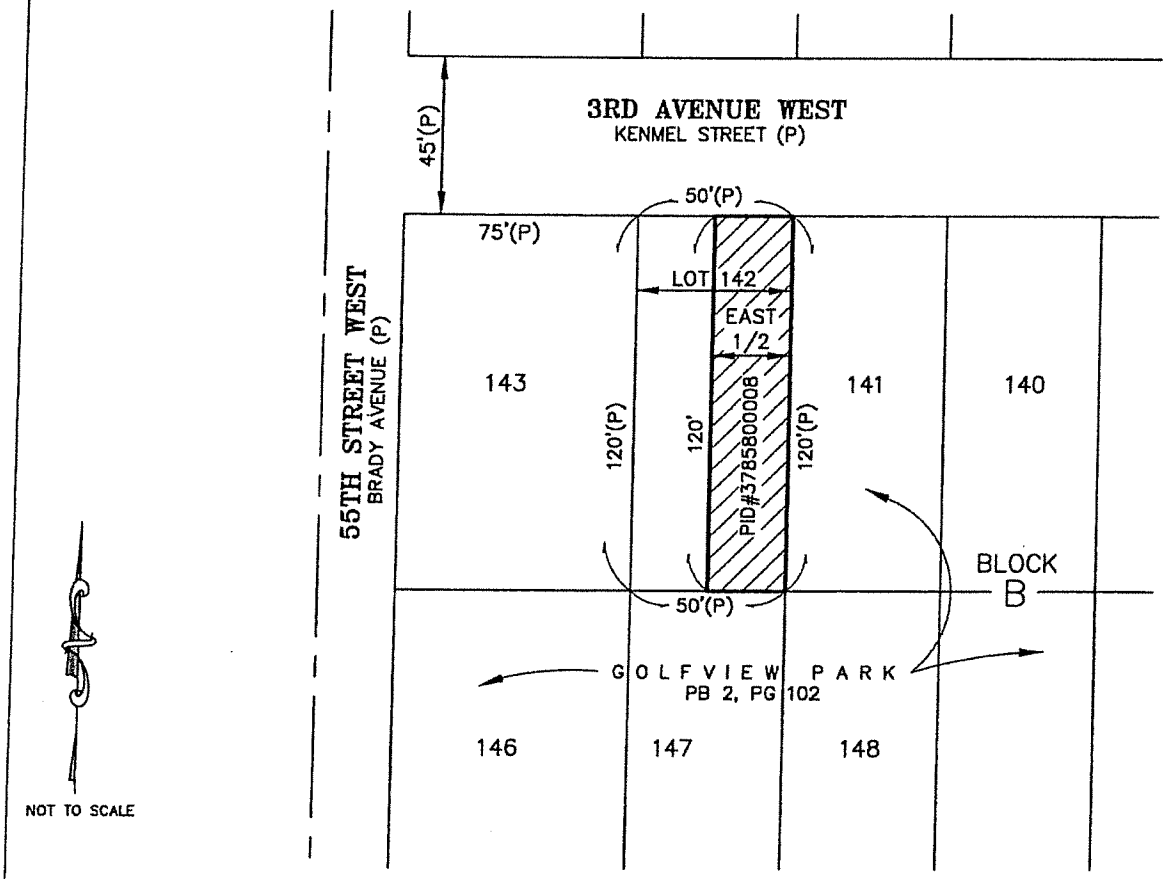
ATTEST: AGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit "A"
Sketch of Description

(NOT A SURVEY)

DESCRIPTION: East 1/2 of Lot 142, in GOLF VIEW PARK, Plat Book 2, Page 102 of the Public Records of Manatee County, Florida.



NOTES:
1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.

MANATEE COUNTY
PROPERTY MANAGEMENT
SURVEY DIVISION

Manatee County FLORIDA

1112 MANATEE AVENUE WEST
BRADENTON, FLORIDA, 34205,
(941)748-4501

STATE OF FLORIDA No. 6047

Todd E. Boyle, RSM
Florida Registered Surveyor & Mapper, 6047

10/10/2017
Date

ORB = OFFICIAL RECORDS BOOK
# = NUMBER
(P) = PLAT
(PB) = PLAT BOOK
PID = PARCEL IDENTIFICATION NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
PRC = POINT OF REVERSE CURVATURE
PG = PAGE
R/W = RIGHT-OF-WAY
SF = SQUARE FEET
± = MORE OR LESS

Drawing Path:
S:\SURVEY\2017\09_Sept 2017\20170901\Sketch and Descriptions\Lot 142, GOLF VIEW PARK

Sheet: 1 of 1

Section 29, Township 34 South, Range 17 East

Drawing Date: Oct. 10, 2017

EXHIBIT "B"

PROOF OF BUYER'S DEPOSIT

Please See Attached

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

MANATEE COUNTY FLORIDA

BATCH # BC09048A **DATE** 9/4/2018

CUSTOMER NAME: PROPERTY MANAGEMENT

DESCRIPTION : SURPLUS PROPERTY PID: 3785800008

RECEIPT TOTAL $525.00

CHECK AMOUNT NUMBER $ 525.00 #6672702966

CASH AMOUNT $

"Pride in Service with a Vision to the Future"