

PARCEL NAME – Frank DiMaria  
PARCEL ID – 1430-231-0001-000-1

**CONTRACT FOR SALE AND PURCHASE**  
**FOR REAL PROPERTY**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between FRANK DIMARIA as trustee UNDER THE Revocable Living Trust Agreement of Frank DiMaria pursuant to that certain Trust Agreement dated July 2, 2007, with power and authority to protect, conserve, sell and convey, or to lease or to encumber, or otherwise to manage and dispose of property described herein, and joined by FRANK DIMARIA, a single man, both with a mailing address at 5056 Alencia Court, Delray Beach, Florida 33484, hereinafter referred to as SELLER and, ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS, 2300 Virginia Avenue, Fort Pierce, Florida 34982, 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:

SEE ATTACHED EXHIBIT "A"

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 Three Hundred Eighty Thousand Dollars and 00/100, (\$380,000.00), contingent upon satisfaction of the following conditions:

- a. Completion of a Phase II environmental assessment ("EA") and written confirmation by the authors of the EA that pollutants in reportable quantities or concentrations as defined by federal or state regulations have not migrated off the DiMaria Property onto adjacent properties or, in the event of offsite migration, do not require mitigation of the adjacent properties as confirmed by the Florida Department of Environmental Protection.
- b. Completion of an assessment of landfill gas, geotechnical conditions and solid waste regulatory issues associated with redevelopment.
- c. Mitigation costs including the cost of the above-referenced assessments, excavation and disposal of polluted materials and rehabilitation of the DiMaria Property for institutional (airport uses), or related industrial or commercial uses did not exceed \$600,000.00 when mitigation was complete.
- d. Confirmation in writing by St. Lucie County's environmental consultants, and the Florida Department of Environmental Protection that the DiMaria Property may be utilized by St. Lucie County for institutional, commercial or industrial activities associated with airport operations.

**2. EXPENSES.**

Purchaser shall pay for documentary stamps and recording fee on the Deed conveying the subject real property to Purchaser. Processing fees, if any, for obtaining a release, partial release or subordination agreement upon any existing mortgage shall be borne by Purchaser.

**3. TITLE.**

Purchaser shall 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. Should Purchaser find on examination of said title commitment that Seller's title is not good and marketable, Purchaser shall notify Seller or his attorney in writing specifying the defects and Seller agrees to use reasonable diligence to make same good and marketable and shall have a reasonable time therefor, but not to exceed 45 days from the date of said notification. If title shall not be made good and marketable within said time, all monies paid hereunder shall forthwith be repaid to Purchaser and thereupon this contract shall become null and void and the parties hereto released and relieved of all further rights, duties or obligations hereunder; or, at Purchaser's option and Purchaser's request, Seller shall deliver the title in its existing condition upon compliance by Purchaser with the terms of the contract, and in such event Seller shall be released and relieved from any duty and obligations to make such title good and marketable.

**4. CONVEYANCE.**

Seller agrees to convey title to Purchaser by a good and sufficient statutory Warranty Deed, and if personal property is included, same shall be conveyed by proper Assignment or Bill of Sale, all real and personal property to be free and clear of all liens, judgments, and encumbrances except, taxes for the current year, and zoning ordinances.

**5. LIENS.**

All certified liens or assessments and any pending liens for which work has been completed prior to the date of this contract, shall be paid by Seller, Seller shall make and deliver to Purchaser a Mechanic's No-Lien Affidavit as to realty and an Affidavit as to no liens or encumbrances of any personal property.

**6. PRORATIONS.**

Taxes, rents, interest and other expenses or revenue of said property shall be prorated from the cash to close as of the date of closing. Credits and charges for the day of closing shall belong to and be borne by the Seller.

7. **RISK OF LOSS.**

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

8. **POSSESSION.**

Seller shall deliver possession to Purchaser at the closing.

9. **CLOSING.**

The closing shall be on or before \_\_\_\_\_, 2017 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, subject to possessory rights and mortgagees of record.

10. **PLACE OF CLOSING.**

Closing shall be held at the offices of a place chosen by Purchaser and Purchaser shall notify Seller in writing of same at least seven (7) days prior to closing.

11. **ATTORNEY'S FEES.**

Either party failing to comply with the terms hereof will pay all expenses, including a reasonable attorney's fee, incurred by the other party because of that failure.

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, all monies paid hereunder shall be returned to the Purchaser upon demand but Purchaser shall not thereby waive any right or remedy he may have because of such default of Seller. If Purchaser fails to perform hereunder without fault of Seller, all monies paid hereunder may be retained by Seller as liquidated damages which shall be in lieu of all other remedies allowed by law and this contract shall there upon terminate.

**14. DEED RESTRICTIONS.**

Seller warrants that there are no deed restrictions which are coupled with a reverter or re-entry clause and that title is not based upon a tax deed, or if based upon a tax deed, that the title has been duly quieted by suit.

**15. 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.

**16. 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.

**17. RECISSION.**

Purchaser may rescind this contract if at the time of closing the Seller is the subject of any insolvency, receivership or bankruptcy proceedings, or is deceased.

**18. EXISTING MORTGAGES.**

Seller hereby warrants that existing mortgages are in good standing and Seller further agrees to keep them in good standing and to make all payments due thereunder; he shall either satisfy the mortgage or obtain a release of the subject property from the mortgage at or before closing.

**19. REFUSAL OF SPOUSE.**

Failure or refusal of the wife or husband of any one of the Sellers to execute the deed or any other required documents, shall be deemed default of the Seller.

**20. OFFER TO SELL.**

Seller and Purchaser recognize and agree that by signing this agreement first, the Seller is offering to sell the property described in Exhibit "A" to the Purchaser in accordance with the terms and conditions of this agreement. If Purchaser shall fail to approve this agreement within sixty (60) days after Seller signs this agreement, this offer shall be null and void.

**21. SELLER'S REPRESENTATIONS.**

(a) Annexed hereto and made a part hereof as Exhibit "C" is a list of all leases, tenancies,

and occupancies affecting the rent, expirations, and security deposit if any, with respect to each such tenancy or occupancy, which Seller warrants and represents is true and correct. There are no other leases, occupancies, or tenancies except as reflected in said Schedule, and none will be agreed to prior to closing without Purchaser's consent. True and correct copies of all said leases, if any, have been delivered to Purchaser, and Seller warrants there are no modifications thereof. Unless otherwise reflected on said Exhibit "C", alterations, installations, and other work required to be performed by the Seller under the provisions of any such lease, tenancy or occupancy have been or will, by the date of closing, be completed and fully paid for. No brokerage commission is now due and unpaid in connection with any lease, tenancy, or occupancy or any renewal thereof, nor with any other matter pertaining to the subject property and upon the closing date no such commission shall be due and unpaid.

- (b) Neither Seller nor the respective tenants nor parties to any of the agreements listed in Exhibits "C" or "D" attached hereto are in default under the terms of said Agreement of instrument.
- (c) Seller has not entered into any contracts, subcontracts, licenses, concessions, easements, or other agreements, service arrangements, either recorded or unrecorded, written or oral, affecting the property other than those set forth in Exhibit "D" attached hereto made a part thereof. Each and every such contract or other instrument listed in Exhibit "D" is a valid, bona fide, and binding agreement entered into by the parties hereof, effected in good faith in an arms-length transaction. True and correct copies of said instruments have been delivered to the Purchaser, and the Seller represents that there are not now and will not be at the date of closing, amendments or modifications or any waiver by any party of any of the provisions thereof.
- (d) None of the tenants on the premises have been given any concession or consideration for the rental of any space applying to any period after the closing; and no tenants are entitled to any concessions, rebates, allowances or free rent for any period after the closing hereunder.
- (e) Seller warrants and represents that no other agreements concerning employees engaged in the operation and maintenance of the subject property or employment contracts exist, except as set forth in Exhibit "E" attached hereto, copies of which agreements have been delivered to the Purchaser.
- (f) Annexed hereto and made a part hereof as Exhibit "F" is a list of all policies of insurance now in full force and effect with respect to the property giving the company, amount and type of insurance, policy expiration date, premium and other relevant information delivered to Purchaser true and accurate copies of all said policies and the premium shall be prorated as of the date of closing.
- (g) Seller agrees with Purchaser that from and after the date hereof and prior to closing, Seller will not enter into any lease or agreement or any modification of any existing lease of agreement pertaining to the subject property without the written consent of Purchaser.

- (h) All of Seller's representations and warranties set forth in this Contract shall be true as of and surviving the closing, and all obligations of Seller involving action or performance by Seller prior to closing shall have been fully complied with. In the event that a lien, claim or cause of action should arise, resulting from the activities upon the property prior to closing or from any misrepresentations concerning the property contained herein, Seller shall at its sole cost and expense defend against such claim or cause of action, and hold Purchaser harmless therefrom, which shall include, but not be limited to, Seller's retaining such attorneys or other persons as may be required to fulfill this indemnification.
- (i) Neither the whole nor any part of the subject property is now, and at the closing will be, in violation of any code, ordinance, statute, or regulation pertaining thereto and Seller has received no notice of any such violation. Seller shall deliver to Purchaser any such notice received prior to or after closing.

If any of the representations of Seller contained in this paragraph are inaccurate at the present time or as of the date of closing, Purchaser may elect not to close this transaction in which event all parties shall be relieved from all obligations and liabilities hereunder; provided however, that nothing contained herein shall preclude Purchaser from seeking specific performance of Seller's obligations hereunder so as to rectify any misrepresentation made by Seller herein.

**22. COMPLIANCE WITH ENVIRONMENTAL LAWS.**

In the event that, between the effective date of this Contract 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. Should the Purchaser elect not to terminate this Contract, Purchaser shall be entitled to an appropriate adjustment in the purchase price based upon the estimated cost of clean up of the environmental contamination. In the event that environmental contamination is discovered after closing, Seller shall remain obligated, with such obligation to survive delivery of the deed and possession, to diligently pursue and accomplish the clean up of any environmental contamination where the event(s) alleged to have caused the contamination occurred prior to closing in a manner consistent with all applicable laws, rules, regulations and ordinances and at Seller's sole cost and expense. In addition, Seller represents that the ground water in Sellers cone of influence is not contaminated.

Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from the environmental contamination. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which the environmental contamination is alleged to be a contributing legal cause. Seller shall save the Purchaser harmless from and against all judgments, orders, decrees, attorney fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the

foregoing.

23. 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.

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

EXECUTED by SELLER this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FRANK DIMARIA, as trustee under the Revocable Living Trust Agreement of Frank DiMaria pursuant to that certain Trust Agreement dated July 2, 2007

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
FRANK DIMARIA, as Trustee

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by FRANK DIMARIA, as Trustee under the Revocable Living Trust Agreement of Frank DiMaria pursuant to that certain Trust Agreement dated July 2, 2007 who is personally known to me or who has produced a Driver's License issued within the last five years as identification.

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

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
FRANK DIMARIA, a single man

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by FRANK DIMARIA, who is personally known to me or who has produced a Driver's License issued within the last five years as identification.

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

EXECUTED by PURCHASER this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM AND  
CORRECTNESS

\_\_\_\_\_  
COUNTY ATTORNEY



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL ID 1430-231-0001-000-1**

**30 34 40 S 1/2 OF NW 1/4-LESS N 100 FT AND LESS CANAL RS/W- (71.49AC) (OR 725-282: 2849-1995; 3613-1131; 3755-441)**

**EXHIBIT "B"**  
**IMPROVEMENTS OTHER THAN BUILDINGS**

**EXHIBIT "C"**  
**SCHEDULE OF LEASES, TENANCIES AND OCCUPANCIES**

**EXHIBIT "D"**  
**CONTRACTS, LICENSES AND AGREEMENTS**

**EXHIBIT "E"**  
**OPERATION, MAINTENANCE AND EMPLOYMENT AGREEMENTS**

**EXHIBIT "F"**  
**POLICIES OF INSURANCE**