

RESOLUTION R-97-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO GOODWILL INDUSTRIES MANASOTA, INC.

WHEREAS, Section 125.38, Florida Statutes, provides that the County may lease or convey real or personal property owned by the County to a corporation or other organization not-for-profit which may be organized for the purpose of promoting community interest and welfare; and

WHEREAS, Goodwill Industries Manasota, Inc., a not-for-profit corporation organized for the purpose of promoting community interest and welfare, has applied to the Board of County Commissioners of Manatee County for a conveyance of property owned by Manatee County for the purposes set forth herein; and

WHEREAS, after considering all applications submitted, the Board of County Commissioners has determined that it would be in the best interest of the County to authorize the conveyance of certain real property to Goodwill Industries Manasota, Inc.; and

WHEREAS, the Board of County Commissioners is satisfied that the property is not currently needed for County purposes and is required by Goodwill Industries Manasota, Inc., as set forth herein.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Manatee County, Florida, as follows:

1. The Chairman of the Board of County Commissioners is authorized to sign a contract for sale and purchase with Goodwill Industries Manasota, Inc., substantially in accordance with the contract attached hereto as Exhibit A.
2. The property to be conveyed is described in Attachment A to Exhibit A and is to be used for services of the nature and type provided by Goodwill Industries Manasota, Inc., including but not limited to job services, a donation center, retail sales and offices.
3. The consideration to be paid to the County is \$102,000.00.
4. Upon receipt of notice from the County Administrator or his designee that all conditions of the contract have been met, the Chairman or, in the absence of the Chairman, the Vice-Chairman or, in the absence of the Vice Chairman, any member of the Board of County Commissioners of Manatee County, is authorized to sign the deed.

ADOPTED with a quorum present and voting this the 14th day of February 1997.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: Patricia M. Glass
Chairman

ATTEST: R. B. SHORE
By: [Signature]
Clerk of the Circuit Court

CONTRACT FOR SALE AND PURCHASE

PARTIES: Goodwill Industries, Manasota, Inc. ("Buyer"),
of _____ (Phone) _____,
and Manatee County, a political subdivision of the State of Florida ("Seller"),
of Bradenton, Florida (Phone) (941) 745-3700,
hereby agree that Seller shall sell and Buyer shall buy the following Real Property and Personal
Property (collectively "Property") upon the following terms and conditions, which INCLUDE
Standards for Real Estate Transactions ["Standard(s)"] on the reverse side or attached hereto and
Attachment 1 and Addendum A to this Contract for Sale and Purchase ("Contract").

I. DESCRIPTION

- (a) Legal description of Real Property located in Manatee County, Florida: per Exhibit A
- (b) Street address, city, zip of the Property is: 1506 Bayshore Gardens Parkway
- (c) Personal Property: as is

II. PURCHASE PRICE. \$ 102,000.00
PAYMENT:

- (a) Deposit held by Seller in the amount of \$ 1,000.00
- (b) Additional escrow deposit within ___ days after Effective Date
(as defined in Paragraph III) in the amount of \$ _____
- (c) Subject to AND assumption of mortgage in good standing in favor of
_____ having an approximate principal balance of \$ _____
- (d) Purchase price money mortgage and note (see addendum)
in the amount of \$ _____
- (e) Other: _____ \$ _____
- (f) Balance to close subject to adjustments and prorations \$ 101,000.00

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this Contract is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before February 25, 1997, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this Contract.

IV. TITLE EVIDENCE: Buyer shall, at Buyer's expense, obtain a title insurance commitment within thirty (30) days after the Effective Date.

V. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered no later than ninety (90) days from the Effective Date, unless extended by other provisions of this Contract. The parties agree to approve reasonable extensions of time if required under Paragraphs A, B or C of the attached Standards for Real Estate Transactions.

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; taxes for year of closing and subsequent years; and any easements or matters shown on Attachment 3; provided, that there exists at closing no violation of the foregoing and none of them prevents use of the Property for job services and retail sales and other matters shown in the title insurance commitment which have been approved by Buyer. Buyer has been advised that the improvements encroach on the abutting property along the eastern boundary and Seller shall have no obligation to cure this defect.

VII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

VIII. ASSIGNABILITY: Buyer may not assign this Contract.

IX. TIME: Time is of the essence of this Contract.

X. MAXIMUM REPAIR COSTS: Seller shall not be responsible for the payment of costs in excess of \$5,000.00 total for treatment, repair, clean-up and removal under Standard C.

XI. BROKERS: Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Contract. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

XII. SPECIAL CLAUSES: See Addendum A.

WITNESS AS TO SELLER ^{BYER 10/28/97}
[Signature]
[Signature]

GOODWILL INDUSTRIES MANASOTA, INC.

By: [Signature]
Print Name: WILLIAM M. HAMMOND
Title: V. PRESIDENT
Date of Execution: 1-21-97

ATTEST: R.B. "Chips" Shore

COUNTY OF MANATEE, FLORIDA
by and through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
[Circular Notary Seal]

By: [Signature]
Chairman
Date of Execution: 2/4/97
Tax I.D. No.: _____

ATTACHMENT 1

LEGAL DESCRIPTION

That portion of land comprising Lot 1, Block A, Bayshore Gardens, Section 1 of Section 23,
Township 35S, Range 17E.

I.D. 6726.0000/3

ATTACHMENT 2

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: 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 title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have twenty-five (25) days from date of receiving evidence of title to examine it. If the title is found defective, Buyer shall, within three (3) days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have thirty (30) days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed one hundred twenty (120) days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct the defect(s) in the title within the period of time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. The Seller shall not be obligated to spend more than \$5,000.00 total in correcting title matters objected to by Buyer.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed in a manner meeting the minimum technical standards for surveying required by the Department of Business and Professional Regulation and certified to the title insurer and Buyer by a registered Florida surveyor dated within ninety (90) days before the date of closing. If the survey shows encroachments on Real Property or that improvements located on the Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect, except as otherwise provided for herein.

C. (i) Hazardous Substances: Buyer, at Buyer's expense, may obtain a Phase I Environmental Audit of the Property. Should this environmental audit indicate the presence of hazardous substances on the Property, the Buyer may request an environmental engineering firm to estimate the cost of needed remedial measures. The cost of such remedial measures shall be credited to the Buyer at closing, up to the amount provided in and in accordance with Paragraph (ii) below. For the purpose of this Contract, "hazardous substance" shall mean and include any substance, element or compound which is contained on the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or on the list of toxic pollutants designated by the United States Congress or the EPA, or any hazardous substance, hazardous material or toxic pollutant, defined in any other federal, state or local law, regulation or ordinance.

(ii) Cost Limitations: Should the costs under C(i) exceed Five Thousand (\$5,000.00) Dollars, Buyer shall have the option of canceling this Contract within five (5) days after receipt of all estimates by giving written notice to Seller. Seller shall not be obligated to spend more than \$5,000.00 total in correcting any matters related to hazardous substances objected to by Buyer.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding the date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen

in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent designated by Seller or as otherwise agreed to by Buyer's attorney and Seller.

F. TIME PERIOD: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time period provided for herein applying to Buyer involving the review and approval of matters, including but not limited to environmental audits, surveys, reports and the title commitment, shall be extended to include three (3) days after the next regularly scheduled meeting of the Board of County Commissioners occurring not less than five (5) days after the delivery of such material. Any time periods provided for herein which shall end on a Sunday, Saturday or a legal holiday shall extend to 5:00 p.m. the next business day.

G. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavits, owner's possession affidavit, assignment of leases, tenant and mortgage estoppel letters, corrective instruments, and closing statement. Unexecuted copies of such documents shall be provided to Buyer's attorneys ten (10) business days prior to closing.

H. EXPENSES: Recording fees for recording of corrective instruments shall be paid by Seller. Documentary stamps on the deed and any mortgage and intangible tax on the purchase money mortgage and any mortgage assumed, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer.

I. PRORATIONS; CREDITS: Taxes, assessments, rent, interest and other expenses and revenue of Property shall be prorated through the day before closing. Buyer shall not take over existing policies of insurance. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. As Seller is exempt from ad valorem taxes, taxes will not be prorated at closing.

J. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of the date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

K. RISK OF LOSS: If the Property or improvements are damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the Contract price of the Property, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration of the Property or improvements so damaged exceeds 3% of the Contract price, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving a return of the deposit.

L. PROCEEDS OF SALE; CLOSING PROCEDURE: Buyer's title agent shall insure adverse matters pursuant to Section 627.7841, Florida Statutes, as amended. Buyer shall provide Seller with a closing memorandum ten (10) business days prior to closing providing the information required for the transfer of funds and other details required for the orderly closing and prompt recording of the Deed. Seller shall, within five (5) business days, advise Buyer of any corrections required to provide reasonable assurance to Seller and conform with the provisions of this Contract and applicable provisions of law.

M. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 474, F.S. (1993), as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent.

N. ATTORNEYS'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation which, for the purpose of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S. (1993), as amended, shall be entitled to recover reasonable attorney's fees, costs and expenses.

O. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

P. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

Notice to Buyer shall be to:

Cliff Walters, Esq.
802 11th Street West
Bradenton, Florida 34205
Telephone: (941) 748-0100
Facsimile: (941) 745-2093

Notice to Seller shall be to:

Manatee County Board of County Commissioners
Post Office Box 1000
Bradenton, Florida 34206
ATTENTION: Patricia Glass, Chairman
Telephone: (941) 745-3700
Facsimile: (941) 745-3790

with a copy to:

Manatee County
Post Office Box 1000
Bradenton, Florida 34206
ATTENTION: County Administrator
Telephone: (941) 745-3717
Facsimile: (941) 745-3790

and a copy to:

Manatee County Attorney's Office
Post Office Box 1000
Bradenton, Florida 34206
ATTENTION: H. Hamilton Rice, Jr.
Telephone: (941) 745-3750
Facsimile: (941) 749-3089

Q. CONVEYANCE: Seller shall convey title to the Real Property by quit claim deed, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. The deed shall contain the following restriction:

Grantee covenants that Grantee shall only use the property for services of the nature and type provided by Goodwill Industries, including but not limited to job services, a donation center, retail sales and offices operated by Grantee or by a not-for-profit agency, or other uses serving the community interest and welfare operated by not-for-profit or governmental entities as approved by Grantor. If Grantee violates this covenant, then upon written notice by Grantor of such violation Grantee will have ten (10) days in which to cure the defect, and upon failure to cure the Property will revert to Grantor.

Notwithstanding any provision to the contrary, the covenants and reversion rights or possibility of reverter set forth in this paragraph will expire three (3) years from the date of recording this instrument.

R. 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 intended to be bound by it.

S. WARRANTY: Seller warrants that, except as shown in Attachment 2, there are no facts known by Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer. Seller also warrants that as of the date of closing there will be no one in possession of any portion of the Property or with a right of possession.

T. RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

U. If any audit, survey or inspection discloses any condition on the Property or improvements that is in violation of any statute, law, regulation, rule, ordinance or code, Buyer may terminate this Contract and receive a refund of all deposits, unless Seller agrees to correct and does correct such violation prior to closing. Buyer agrees to extend the time for closing for a period not to exceed one hundred twenty (120) days as may reasonably be required by Seller to correct any violations provided for in this section.

V. The County Administrator or his designee are authorized to sign any or all documents required or reasonably contemplated by this Contract on behalf of County, except any deed or other recordable instrument may be signed by the Chairman, the Vice Chairman or, in the absence of the Chairman or Vice Chairman, any member of the Board of County Commissioners of Manatee County.

W. Buyer has a forty-five (45) day period to satisfy Buyer that the Property is suitable for use by Buyer and if Buyer, in Buyer's sole discretion, determines that the Property is not suited for Buyer's purposes, upon notice to Seller Buyer may terminate this contract and Seller shall promptly return Buyer's deposit.

ATTACHMENT 3

TITLE EXCEPTIONS

None.