



BOARD OF COUNTY COMMISSIONERS

DATE: August 18, 2015

AGENDA ITEM NO. 8

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Award of Bid – Sale of Real Property, Residential Lot at Tierra Verde
Contract No. 145-0247-B(RG)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Andrew Pupke, Director / Joe Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID TO TIMOTHY L. LANDT AND PAMELA M. LANDT REVOCABLE TRUST, TIERRA VERDE, FLORIDA, FOR THE SALE OF REAL PROPERTY (RESIDENTIAL LOT AT TIERRA VERDE) AS THE HIGHEST RESPONSIVE, RESONSIBLE BID RECEIVED.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE CONTRACT FOR SALE AND PURCHASE AND THE CLERK ATTEST, AND PRIOR TO CLOSING, A COUNTY DEED BE APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

On January 27, 2015, the Board adopted Resolution 15-7 declaring a portion of County-owned property located at 6th Street West and 8th Avenue North, Tierra Verde, surplus and granted authorization to advertise and sell the property at a base bid of \$170,000.

An Invitation to Bid for the sale of the property was released by the Purchasing Department on April 16, 2015. The bid was advertised in the Business Observer on April 24th and May 1st, respectively. The solicitation netted one bid response in the amount of \$300,001.00.

Upon approval, the transaction closing will be within ninety (90) days.

Fiscal Impact/Cost/Revenue Summary:

Sale proceeds will be deposited to the Water Operating Fund

Projected Revenue	\$170,000.00
Total Revenue	\$300,001.00

Exhibits/Attachments:

Contract Review

Contract for Sale and Purchase





**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 4689

TITLE: SALE OF REAL PROPERTY, RESIDENTIAL LOT LOCATED AT TIERRA VERDE

CONTRACT NUMBER: 145-0247-B (RG)

TYPE: ☐ Purchase Contract ☒ Other: Sale of Real Property ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

Minimum acceptable bid: \$170,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director				
2.	Requesting Dept. P. Sacco, REM Director S. Griffin, Manager E. Lewis	3/19 4/13/15 4/6/15 4/6/15	com PSS MB		

Using Dept please provide below information:

- Please fill out attached list of additional interested buyers. Include complete information (Name, Address, Phone and Email).

3.	Legal: M. Zas M. Belknap	see 3/19/15 3/27/15	n2m MB	see edits Agreement with revision	
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RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Rosa E. García, Procurement Analyst Coordinator at Extension 4-3148

Please return your requirements to Purchasing no later than March 31, 2015.

Anticipated Advertisement Date: April 2, 2015

* Termination
clause?

DONE
RER

Purchasing Department
Surplus and Sell
Bid Number: 145-0247-B (RG)

Prepared by and return to:
Real Estate Management Dept.
Real Property Division
509 East Avenue South
Clearwater, FL 33756

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made and entered into this day of - - , 2015

between PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER" and Timothy L. Landt and Pamela M. Landt Revocable Trust, dated April 5, 1995, whose address is 445 Third Avenue North, Tierra Verde, FL 33715, hereinafter referred to as "BUYER".

WHEREAS, SELLER has determined that the real property as described herein "Property" is surplus; and SELLER solicited competitive bids for the property pursuant to Pinellas County Invitation to Bid, No.145-0247-B (RG) (hereinafter Invitation to Bid); and

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to the terms and conditions of the Invitation to Bid, which are incorporated herein by reference, and the terms and conditions contained therein:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the Property, including the development rights, littoral, riparian rights, and mineral rights per Florida Statutes Section 270.11(3), of the Property whose legal description is:

Attached as Exhibit "A" hereto and made a part hereof. (Herein referred to as the "Property").

1. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of Three Hundred Thousand One Dollars (\$300,001.00), subject to adjustment and proration, as maybe applicable, payable by certified funds or wire transfer funds at Closing.

2. DEPOSIT: SELLER acknowledges that the BUYER has made a deposit in the sum of Thirty Thousand Dollars and Ten Cents (\$30,000.10) with SELLER, which will be applied, as a credit, to the PURCHASE PRICE at closing and constitutes the BUYER's earnest money which shall not earn interest prior to the closing.

3. TIME FOR ACCEPTANCE: BUYER shall deliver this contract to SELLER within five (5) business days after notification of winning bid. If BUYER fails to do so, the bid will be null and void and the BUYER's deposit may be returned or forfeited and retained by Seller.

4. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and accepted by the SELLER through its Board of County Commissioners, in open session.

5. CLOSING DATE: This transaction shall be closed on or before Ninety (90) days after the Effective Date of this contract, unless extended by mutual written agreement of the parties. In the event that BUYER is not able to complete its due diligence on the Property as within this Ninety (90) day period, BUYER may make a written request to have the Closing Date deferred. Such a request will be granted upon the sole and reasonable discretion of the SELLER.

6. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property, subject to the reservation by the SELLER of any public easements, or any other conditions/terms agreed upon in writing by the parties in this contract.

7. TITLE INSURANCE: SELLER does not provide title insurance; however, BUYER may procure it at BUYER's sole expense.

8. SURVEY: In lieu of a survey, SELLER will provide a copy of a current boundary sketch. BUYER may procure a survey at BUYER's sole expense.

9. EXPENSES: SELLER is exempt from paying State documentary stamps taxes as provided for in Florida Statutes § 201.02 (2014). BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording same, together with the cost of recording any corrective instruments, and any such other expenses in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

10. CLOSING DOCUMENTS: Prior to closing, SELLER shall furnish for BUYER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes (2014), conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

11. PLACE OF CLOSING: Closing shall be held in the county where the Property is located, and at the office of the attorney or other closing agent designated by the BUYER.

12. TIME: Time is of the essence as to this Contract.

13. RESTRICTIONS, EASEMENTS, LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat restrictions; easements of record and any permits to which the Property may be subject. In addition to other contingencies for closing set forth herein, BUYER shall reserve a public right-of-way and utilities easement, as described in the attached Exhibit B.

14. TAXES: BUYER shall be fully liable and responsible for the payment of any and all taxes due on the property from the date of closing and subsequent years thereafter.

15. 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, except that the BUYER's right to assign its interest under this contract shall be subject to the written consent of SELLER.

16. DEFAULT: Unless otherwise agreed to in writing, the following applies 1.) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER's sole and exclusive remedy shall be to retain the Deposit, and this Contract shall thereafter terminate, expire, and become null and void and, all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2.) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as

specified herein, SELLER is in default and BUYER will receive the return of the Deposit in full settlement of all claims for damages occasioned by SELLER's default, whereupon this Contract shall terminate, and expire, and become null and void and, all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract.

17. DISCLAIMER, WARRANTIES AND REPRESENTATIONS AND DUE DILIGENCE: SELLER AND BUYER agree that the Property is being sold "As Is." SELLER makes no warranties or representations of any kind or nature concerning the condition of the Property, including any structures or improvements thereon, the development rights available for the Property, the zoning or land use designation for the Property, the suitability of the Property for Buyer's intended use, or the subsurface soil conditions, except as otherwise set out herein.

18. RIGHT TO CANCEL: During the period set forth in Section 5 and prior to the Closing date, BUYER shall have the right to come upon the Property at reasonable times with its independent contractors, employees, engineers and other personnel to inspect and conduct testing upon the Property. If BUYER determines that the Property contains any toxic waste, asbestos containing materials, or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, BUYER shall provide to SELLER a copy of the inspection report and notify the SELLER in writing of its intent to cancel the Contract and have any deposit(s) paid to the SELLER returned to the Buyer, which shall be BUYER's sole remedy.

19. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other 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 parties hereto. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

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, and nothing contained

herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

21. NOTICES: All notices and other communications under this Contract shall be in writing and shall be given to the other by certified mail, return receipt requested, at the following addresses:

As to BUYER:

Timothy L. Landt and Pamela M. Landt Revocable Trust dated April 5, 1995
445 Third Avenue North
Tierra Verde, FL 33715
Telephone: (727) 866-0613
Fax: (727) 866-0613

As to SELLER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
Fax: (727) 464-5251

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: 6/24, 2015

WITNESSES:

By: Carol Shier

Print Name: Carol Shier

By: Kelli Mathers

Print Name: Kelli Mathers

BUYER:

By: Timothy L. Landt

Print Name: Timothy L. Landt



Executed by SELLER on: _____, 2015

ATTEST:

KEN BURKE
Clerk of the Circuit Court

SELLER:

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

(OFFICIAL SEAL)

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY
THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY
ATTORNEY

By: M Zas
Senior Assistant County Attorney

EXHIBIT "A"

Legal Description:

Lot 1, Block 6, Tierra Verde Unit 1, Third Replat, Plat Book 60, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

Reviewed by: CH SBK
Date: 6-9-14
SFN# 1332-321