

**THIS DOCUMENT PREPARED BY
AND RETURN TO:**

Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32802
(407) 246-3483

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between **CITY OF ORLANDO**, a municipal corporation duly enacted under the laws of the State of Florida, acting by and through its Mayor and City Council, the governing body thereof, hereinafter referred to as the "CITY or BUYER," and **WILLIAMS INDUSTRIAL PROPERTIES, LTD**, and whose address is 2301 Silver Star Road, Orlando, FL, 32804 hereinafter referred to as "SELLER."

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, to be paid by the CITY to the SELLER as hereinafter provided, and in further consideration of the mutual covenants to be performed and kept by and between the parties hereto, the parties agree as follows:

1. SELLER agrees to sell and CITY agrees to purchase, in fee simple, the following described real property located in Orange County, Florida:

(See **Exhibit "A"** attached hereto and by reference made a part hereof).

SELLER also agrees to sell and CITY agrees to purchase a Temporary Construction Easement over the following described real property located in Orange County, Florida:

(See **Exhibit "A"** attached hereto and by reference made a part hereof). The fee simple parcel and the Temporary Construction Easement are hereinafter collectively referred to as "SUBJECT PROPERTY."

2. In consideration for the conveyance of the SUBJECT PROPERTY by the SELLER to the CITY, the CITY agrees to: (i) demolish the septic tank and drain field located 3101 Pennington Road, as shown in **Exhibit "B"**, attached hereto and made a part hereof by reference; (ii) construct, install and connect a sewer line from the SELLER's building located at 3055 Pennington Road, to the CITY's wastewater distribution line, as shown in **Exhibit "B,"** and (iii) pay all costs associated with the work described in (ii) above, including payment of the Sewer Benefit Fee. The estimated cost of the CITY's obligations under this Paragraph is Twenty-Four Thousand Two Hundred Eighty-Seven Dollars and Twenty-Five Cents (\$24,287.25), and constitutes full and complete compensation under law to the SELLER for acquisition of the SUBJECT PROPERTY.

3. SELLER intends to construct and install sewer infrastructure to connect the buildings identified in **Exhibit "B"** to the CITY's wastewater collection system, which work will include demolition of the septic system serving the buildings referenced in **Exhibit "B"**. SELLER shall be responsible for all costs associated with said work, including permit costs and payment of the applicable Sewer Benefit Fees. If SELLER has obtained the necessary permits (particularly the septic tank demolition permit from Orange County) and constructed the necessary sewer laterals during construction activities on the SUBJECT PROPERTY, and the buildings referenced above are otherwise ready to be connected to the CITY's wastewater system, then CITY shall, as part of its lift station work, open the tops of septic tanks and remove the tank contents to prepare it for abandonment by the SELLER, **as shown in Exhibit "B"**. If SELLER has not prepared the septic system for abandonment at the time CITY provides notice to SELLER that it intends to empty the septic tanks contents, then SELLER shall be responsible for opening the tops of septic tanks and removing the tank contents at their own expense. SELLER shall be responsible for the remaining portion of the septic system demolition. SELLER hereby grants CITY a right-of-entry as necessary to conduct the work described in this Paragraph.

4. SELLER represents and warrants the following:

- (a) There are no pending actions or claims against SELLER or the property under any environmental law, regulation or ordinance; and SELLER has not received notice in any form of such an action or claim or possible action or claim.
- (b) To the best of the SELLER's knowledge and belief there are no contaminants, pollutants, man-made substances, or toxic or hazardous substances on or in the Property or on any adjacent property.
- (c) The Property is not now and to the best of SELLER's knowledge, never has been used to generate, manufacture, refine, transport, treat, store, handle, dispose,

transfer or process or in any manner deal with hazardous material is located on the Property.

The foregoing representations and warranties are true and correct as of the date hereof and shall be true and correct as of the date of closing and such representations and warranties shall survive closing.

5. The purchase of the SUBJECT PROPERTY is contingent upon: (1) SELLER's conveyance of marketable title free and clear of any encumbrances, including leasehold interests, the determination of which is at the CITY's sole discretion, and (2) the CITY's determination, also at its sole discretion, that the SUBJECT PROPERTY is appropriate for the CITY's proposed use.

6. 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 the CITY.

7. SELLER hereby warrants that it is the owner of the SUBJECT PROPERTY in fee simple, and the conveyance of the fee simple parcel shall be by standard warranty deed. The conveyance of the Temporary Construction Easement shall be by standard City form.

8. Possession shall be transferred on or before _____ ("Closing"), unless extended by mutual agreement of the parties hereto.

9. SELLER shall obtain a Joinder and Consent to the conveyance of the SUBJECT PROPERTY, from any mortgagees or lessees or other such parties, with an interest in the SUBJECT PROPERTY, prior to Closing and shall provide copies of all said Joinder and Consent documents to the CITY as a condition of Closing.

10. CITY may obtain title insurance for the SUBJECT PROPERTY in an amount sufficient to cover the purchase price agreed to hereunder. If a title insurance commitment cannot be obtained which is to the CITY's satisfaction, CITY shall notify SELLER of said defect(s) in title and SELLER shall have sixty (60) days to cure the title defect(s), after which time, CITY may terminate this Agreement.

11. The conveyances under this Agreement are in lieu of condemnation, and exempt from documentary stamp taxes. CITY agrees to pay other reasonable, standard closing costs.

12. SELLER shall pay all ad valorem taxes, prorated ad valorem taxes, and tangible personal property taxes applicable, accruing before the date of Closing, as well as any and all assessments levied against the property by an authorized entity.

13. No statements, representations, warranties, either written or oral from whatsoever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties with the same formalities as this Agreement is executed.

14. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

15. CITY or SELLER may terminate this Agreement at any time and for any reason, prior to Closing, by providing written notice to the other party of said termination.

IN WITNESS WHEREOF, the SELLER has caused this instrument to be executed in their name and the CITY, acting by and through its Real Estate Manager, has caused this instrument to be executed in its name, its seal hereunto affixed and attested by the City Clerk, on the day and year first above written.

TWO WITNESSES:

SELLER:

Sign: _____

Print Name: _____

Print Name: Williams Industrial Properties, LTD
By WIP, INC it's General Partner

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of _____, 2016, by _____ who ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC
My Commission

Expires _____

TWO WITNESSES:

Print Name: _____

Print Name: _____

BUYER:

CITY OF ORLANDO

Sign: _____

Print Name: _____

Title: Real Estate Manager

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City
of Orlando, Florida, only.

Chief Assistant City Attorney
_____, 2016