

## BILL OF SALE

THIS BILL OF SALE, is made and entered by and between SARASOTA COUNTY, a political subdivision of the State of Florida (“Seller”), and the CITY OF VENICE (the “Buyer”), a municipal corporation of the State of Florida.

### RECITALS

Seller and Buyer are party to that certain Lift Station Easement Agreement approved by the Board of County Commissioners of Sarasota County, Florida (“Board”), at an open meeting on \_\_\_\_\_, 2026 (the “Agreement”), between Seller and Buyer, pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's interest in certain equipment and/or fixtures located at 303 East Venice Avenue, Venice, Florida 34285, described in Exhibit A, attached to and by this reference incorporated in this Bill of Sale (the “Equipment”).

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Sale of Assets. Seller does now convey, sell, assign, transfer, and deliver to Buyer and its successors and permitted assigns, and Buyer does accept and assume all of Seller's right, title, and interest in, to, and under the Equipment to have and to hold the Equipment to Buyer, its successors and assigns for their own benefit and use forever. The Equipment is being conveyed in its current condition “as is,” “where is” and “with all faults or defects (known or unknown, latent, discoverable, or undiscoverable).” Seller and its affiliates make no representation or warranty whatsoever, whether expressed, implied or statutory, with respect to the kind, size, quality, description, merchantability, maintenance, repair, condition, certification, use or fitness for any particular purpose of the equipment. Buyer agrees, by its execution of this bill of sale, that there are no representations and warranties except as specifically set forth in the Agreement, and Buyer does further agree that it is not relying on any representation or warranty of Seller or any of Seller's affiliates with respect to the kind, size, quality, description, merchantability, maintenance, repair, condition, certification, use or the fitness of the equipment for any purpose intended by buyer, and that buyer has examined and is familiar with the equipment and is acquiring the equipment in its current condition and state of repair “as is,” “where is,” and “with all faults or defects (known or unknown, latent, discoverable or undiscoverable).” Notwithstanding the foregoing, Seller represents and warrants to Buyer that Seller has good and marketable title to the Equipment, free and clear of all liens, claims, security interests, and encumbrances, and has full right and authority to sell and transfer the Equipment to Buyer.

As a condition of the conveyance of the lift station from the Seller to the Buyer, the Buyer shall reserve sufficient hydraulic capacity in the lift station to allow the Seller to double the Seller's current annual average daily flow for future restroom improvements. The Buyer shall not charge the Seller for upgrades to the lift station, if any.

Section 2. Binding effect and Amendment. This Bill of Sale is binding upon, inures to the benefit of, and is enforceable by Seller and Buyer and their respective successors and permitted assigns. This Bill of Sale may be amended, modified, or supplemented only by written agreement of the parties to this Bill of Sale.

Section 3. Conflict between Agreements. This Bill of Sale is entered into pursuant to the Agreement and is subject and subordinate, in all respects, to all of the terms and conditions of the Agreement. To the extent any conflict or inconsistency exists between any term or provision of this Bill of Sale and any term or provision of the Agreement, the latter shall control.

Section 4. Further Assurances. Seller and Buyer, for themselves and their respective successors and assigns, each covenant and agree to execute, acknowledge, and deliver, or to cause to be executed, acknowledged, and delivered, all and every further documents or instruments and to do such further acts as any party to this Bill of Sale reasonably may deem necessary or appropriate in order to effect the intent and purposes of this Bill of Sale and the transactions contemplated by this Bill of Sale and by the Agreement.

Section 5. Governing Law. THIS BILL OF SALE, AND THE LEGAL RELATIONS BETWEEN THE PARTIES WITH RESPECT TO THIS BILL OF SALE, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW.

Section 6. Counterparts. This Bill of Sale may be executed in two or more counterparts (including by means of facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale in favor of the Buyer to be executed in its name by its Board of County Commissioners acting by and through its Chair, Vice-Chair, County Administrator or designee on the date set forth below, pursuant to authority granted by said Board at open meeting held on \_\_\_\_\_, 2026, and is hereby acknowledged and accepted by the Buyer who has caused its execution by its duly authorized representative on the date set forth below.

DATED this \_\_\_ day of \_\_\_\_\_, 2026 by the City of Venice, Florida.

DATED this \_\_\_ day of \_\_\_\_\_, 2026 by Sarasota County, Florida.

**CITY OF VENICE:**

City Council of the City of Venice, Florida:

By: \_\_\_\_\_  
Nick Pachota, Mayor

ATTEST: \_\_\_\_\_  
Kelly Michaels, City Clerk

Approved as to Form and Correctness

By: \_\_\_\_\_  
City Attorney

**SARASOTA COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY FLORIDA

By: \_\_\_\_\_  
Chair

Approved as to Form and Correctness:

By: \_\_\_\_\_  
County Attorney

## **Exhibit A**

### **Venice Train Depot Lift Station Surplus Property List**

Installed: PID No. 0408020024  
303 E. Venice Avenue, Venice, Florida 34285

#### Equipment List:

- Duplex Grinder Pump Lift Station and associated system controls
  - o Pumps (x2): Liberty Pumps, Model: LSG202M
- Electrical meter socket: Mfr: Milbank, Type 3R Enclosure
- Electrical meter can: Meter # AC09081
- Electrical service disconnect: Mfr: Cutler-Hammer, Mod: DG323NRB Series B
- Backflow preventor: Mfr: Wilkins, Mod: 975 XL2 1", SN: 4704009