

PURCHASE AND SALE AGREEMENT- EASEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between **CITY OF VENICE**, a municipality duly enacted under the laws of the State of Florida ("Buyer"), whose address is 401 West Venice Avenue, Venice, Florida 34285 and **EDMUND B. CAMPBELL** and **DEBBIE ANN CAMPBELL**, husband and wife (collectively "Seller"), whose addresses are 442 West Gate Drive, Venice, Florida 34285 (Buyer and Seller are hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Seller has legal title to and possession of certain property located and being in Sarasota County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Buyer desires to purchase a perpetual, exclusive, permanent stormwater drainage easement over, under and through the entire Property as described in Exhibit "B" (the "Easement").

NOW, THEREFORE, for and in consideration of the mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EFFECTIVE DATE: The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").
2. PURCHASE PRICE: Seller shall convey to Buyer and Buyer shall accept from Seller the Easement for the total purchase price of FOUR HUNDRED THOUSAND DOLLARS and 00/100 (\$400,000.00) (hereinafter the "Purchase Price"), payable at closing.
3. CLOSING:
 - (a) The sale of the Easement shall be closed on or before ninety (90) days from the Effective Date (the "Closing"). The exact date for the Closing on the Easement shall be set by the Buyer, with at least five (5) days prior notice to the Seller.
 - (b) This sale shall be closed at the offices of Hankin & Hankin who shall serve as the title and escrow agent and conduct the closing (the "Title Company").
 - (c) During the period from the Effective Date of this Agreement until the Seller grants the Easement to the Buyer, neither the Seller nor anyone under the Seller's control or direction shall commit or permit to be committed any act which diminishes the value of the Property or the Easement.
4. COSTS: The Buyer shall pay all expenses incidental to the transfer of the Easement,

including, but not limited to, recording fees and similar expenses. The Seller shall pay their prorated share of the real estate taxes at Closing for the portion of the year that the Seller has owned the Property.

5. CONVEYANCE: Upon payment of the Purchase Price, Seller shall convey the Easement to Buyer by Easement Agreement in the form attached hereto as Exhibit "B." The conveyance shall be free of any restrictions or covenants which in any way interfere with the Buyer's use of the Property pursuant to the Easement, and shall be free and clear of all leases, liens, mortgages, other encumbrances, except taxes for the year of closing (the "Permitted Exceptions"). Provided that no changes have been made to the Property by the Seller since the execution of the Easement Agreement and that no matters affect the title to the Property other than the Permitted Exceptions, the Seller may convey the fee simple title to Property to the Buyer at any time without further consideration from the Buyer.
6. TITLE INSURANCE: Buyer may, at its own expense, obtain not later than thirty (30) days from the Effective Date (hereinafter defined), a written title insurance commitment (the "Commitment") for the issuance of an owner's policy of title insurance (the "Policy"), insuring the marketability of title of the Easement in the amount of the Purchase Price from the Title Company, together with legible copies of all instruments affecting title to the Easement. The Commitment shall name Buyer as proposed insured and shall disclose that Seller has good and marketable title in and to the Property, subject only to the Permitted Exceptions. Buyer shall pay the premium, at the minimum promulgated rate, for the policy of title insurance at closing.

If the Commitment contains exceptions other than the Permitted Exceptions, Buyer shall notify Seller, in writing, within fifteen (15) days of Buyer's receipt of the Commitment, specifying the defects which exist with respect to the title. Seller shall fully cure said defects in title to the satisfaction of the Title Company and Buyer's attorneys, within a period of ninety (90) days after receipt of such notice. Upon Seller's failure to cure any such defect in title within the allotted time period, Buyer may, at its option (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the Seller or the Buyer (except those representations, warranties or covenants expressly surviving termination), (ii) elect to waive all conditions of this paragraph and, subject to all the other terms and provision of this Agreement, close this transaction as if no such defects in title existed, or (iii) avail itself of any remedy in equity (including but not limited to specific performance in order to require the Seller to make best efforts or to pay money to cure such defects in title) or in law to recover for damages to the Buyer arising from the Seller's failure to meet its obligations under this paragraph.

The Policy shall be issued at Closing or as soon as possible thereafter in the same form as the Commitment, and shall be subject only to the Permitted Exceptions, with all standard printed exceptions, including those for survey (if Buyer elects to obtain a survey), mechanics' liens and parties in possession, deleted. If the Policy is not issued at closing, the Title Company shall insure against adverse matters as specified

in Section 627.7841, Florida Statutes.

7. SURVEY: The Buyer may, at Buyer's option and at its own expense, obtain a survey of the Easement, certified in a manner sufficient for the issuance of a Policy deleting the survey exception. If the survey shows any encroachments or that any improvements encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.
8. ADDITIONAL DOCUMENTS TO BE DELIVERED AT CLOSING: At Closing, Seller shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the documents mentioned elsewhere here, the following:
 - (a) An affidavit establishing that there are no liens or lien rights for services, labor, or materials furnished to or for the improvement of the Property; that there are no unrecorded possessory or other interests in or agreements affecting the Property of any kind; and that Seller is in sole possession of the Property.
 - (b) All other instruments and documents required by the Title Company affecting title to or possession of the Property and necessary to transfer or assign the same to Buyer, as required by this Agreement.
9. REMEDIES UPON DEFAULT: Unless otherwise specified by this Agreement, if the Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the Seller, then the Seller may, as their sole and exclusive remedy, sue for specific performance of this Agreement. Unless otherwise specified by this Agreement, if the Seller fails or refuses to convey the Easement in accordance with the terms of this Agreement or otherwise perform the Seller's obligations hereunder, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the Buyer, then the Buyer may sue for specific performance of this Agreement.
10. ATTORNEY'S FEES AND COSTS: Unless otherwise waived by this Agreement, in the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection with such litigation, including reasonable attorney's fees, whether in preparation for, at trial or on appeal.
11. SURVIVAL: Any provision of this Agreement which by its nature and effect is required to be observed, kept or performed after Closing shall survive the Closing and shall not be merged therein but shall remain binding upon and for the benefit of the Parties hereto and their respective successors and assigns until fully observed, kept or performed.
12. RIGHT OF ENTRY: Prior to the Closing, Seller grants permission to Buyer, its employees, agents, representatives, and contractors the right to enter the Easement

to conduct civil surveys, test borings, environmental surveys, cultural resource surveys and all other surveys, assessments, and tests necessary to determine suitability for Buyer's intended use of the Easement for a stormwater facility, under the following terms and conditions:

- (a) Seller permission includes the right for Buyer to enter upon the Property with personnel, vehicles, and equipment to perform necessary surveys, assessments, and tests, whether above- or below-ground.
 - (b) Buyer shall be solely responsible for costs associated with its activities on the Property.
 - (c) Buyer agrees to comply with all local, state, and federal laws, rules and ordinances applicable to said activities including Section 471.027, Florida Statutes. Areas disturbed will be returned to natural grade where topographical features allow.
13. CONTAMINATION: Seller represents and warrants that to the best of Seller's knowledge there are no hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants on or in the Property. Notwithstanding, in the event the results of testing performed on the Property are found to be below the standards necessary to construct, operate or maintain a stormwater facility, this Agreement shall be null and void and of no further force and effect, and the Parties to this Agreement shall have no further obligations hereunder.
14. OTHER CONDITIONS:
- (a) After the Closing, Seller intends to maintain use of a dedicated beach access available to property owners in Golden Beach. Buyer expresses no opinion as to Seller's right to do so and will take no action to impede such right if available.
 - (b) Upon Closing, the Seller shall grant the Buyer the right of first refusal to purchase the Property, for One Dollar and 00/100 (\$1.00) should Seller desire to sell the Property in the future.
 - (c) Seller agrees to fully cooperate with Buyer in Buyer's filing and processing of an annexation application to bring the property into the jurisdictional boundaries of the City. Such annexation will also require the filing and processing of a comprehensive plan amendment application and zoning map amendment application. Buyer shall bear all costs of such applications.
15. ASSIGNMENT: The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law.

16. MISCELLANEOUS:

- (a) This Agreement constitutes the entire agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the terms of this Agreement. No rights or duties, unless incorporated in this Agreement, shall be binding upon the Parties hereto.
 - (b) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.
 - (c) No amendment, modification or alteration of the terms of this Agreement shall be binding unless such amendment, modification or alteration is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.
 - (d) The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to the execution and Closing of this Agreement and to otherwise effectuate the purposes and terms of this Agreement.
 - (e) The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.
17. This Agreement may be executed in any number of counterparts, and by the different Parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement, binding on all of the Parties. Any of the Parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by e-mail or other electronic transmission (including via an Adobe portable document format file (also known as a “PDF” file)) shall be effective as delivery of a manually executed counterpart hereof. Each Party intends to be bound by such Party’s “PDF” or other electronically delivered format signature on this Agreement, is aware that the other Parties hereto may rely on any such electronically transmitted signature, and hereby waives any and all defenses to the enforcement of this Agreement based upon the form of signature or its manner of delivery.

{signature page follows}

SELLER:

EDMUND B. CAMPBELL

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SELLER:

DEBBIE ANN CAMPBELL

Date: _____

BUYER:

CITY OF VENICE

By: _____
NICK PACHOTA, Mayor

Approved by City Council

Date: _____

EXHIBIT A

Lot 2, Block 11, GOLDEN BEACH, UNIT NO. 2, according to the Plat thereof recorded in Plat Book 7, page 96, of the Public Records of Sarasota County, Florida.

EXHIBIT B
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this ____ day of ____, 202__, between **EDMUND B. CAMPBELL** and **DEBBIE ANN CAMPBELL**, husband and wife, (collectively "Grantor"), whose address is 442 West Gate Drive, Venice, Florida 34285, and the **CITY OF VENICE**, a municipality duly enacted under the laws of the State of Florida ("Grantee"), whose address is 401 West Venice Avenue, Venice, Florida 34285.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Sarasota County, Florida (the "Site"), more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, Grantee desires to construct, operate, maintain, repair, replace or upgrade a stormwater facility (the "Facilities") on the Site;

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, and all other persons claiming by, through or under Grantee, upon the terms and conditions set forth in this Agreement, a perpetual exclusive easement for the purpose of constructing a stormwater facility, including but not limited to excavation, installation of stormwater drainage infrastructure, maintenance, repair, replacement, enlargement or removal of the stormwater drainage infrastructure and equipment lying within the Site and the right to modify the elevation with the right to grade, excavate and/or add fill material to Site and the right of ingress and egress in, over, across, on, through and under the Site (the "Permanent Easement");

1. **PURPOSE:** The Permanent Easement is for the aforesaid purposes on the Site as desirable by the Grantee . The Permanent Easement may be used by the Grantee and its agents, representatives, employees, licensees, invitees, successors, and/or assigns for the purposes as described herein.

2. **RESTRICTIONS:**

a. Grantor waives the right to develop or construct any improvements on the Site . Grantor shall obtain Grantee's authorization prior to initiating any use or activity on the Site .

b. The Permanent Easement is an exclusive easement and the Site shall not be used by Grantor in any manner that prevents or restricts Grantee's utilization of the Permanent Easement .

c. Any activities or uses by Grantor made in violation of this Agreement may be removed by Grantee without notice. Grantor shall be solely responsible for any loss or damage of such activities or uses, and the cost of the removal by Grantee.

3. **TERM:** The term of the Permanent Easement shall be in perpetuity.

4. REPAIR AND MAINTENANCE: Grantee shall be solely responsible for the repair and maintenance of the facilities installed by Grantee on the Site and for the cost thereof.

5. TORT CLAIMS: Grantee agrees to hold Grantor harmless from any claim for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of Grantee while acting within the scope of this Easement to construct, use, maintain, repair, replace or upgrade the Facilities, or as a result of Facilities, to the extent provided in Section 768.28, Florida Statutes. Notwithstanding the foregoing and to the extent applicable, this indemnity shall not be construed or interpreted to alter or waive the entitlement of Grantee to the protection of sovereign immunity, or to extend Grantee's liability beyond the limits established by applicable Florida law generally, and more specifically, Article X, Section 13 of the Florida Constitution and Section 768.28, Florida Statutes, both as may be further increased, modified, amended or repealed.

6. LITIGATION: In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to recover its expenses therefore, including reasonable attorneys' and legal assistants' fees and cost prior to trial, at trial, and on appeal, in bankruptcy proceedings, and in connection with enforcing or collecting upon any judgment.

7. BINDING EFFECT: The provisions of this Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

8. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement of the parties and may not be modified except in writing, executed by the parties hereto.

9. NOTICE: Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or when mailed by United States Mail, postage pre-paid, certified mail, return receipt requested, or telegram, addressed as follows:

To the Grantor:

EDMUND B. AND DEBBIE ANN CAMPBELL
442 West Gate Drive
Venice, Florida 34285

To the Grantee:

CITY OF VENICE
401 W. Venice Avenue
Venice, Florida 34285
Attn: City Manager

Either party may change their address by giving notice to the other party in the manner provided in this paragraph.

10. EFFECTIVE DATE: The Effective Date of this Agreement shall be the last date upon which all of the parties hereto have executed this Agreement, as demonstrated by the date under the signature on the signature page.

WITNESSES:

GRANTOR:
EDMUND B. CAMPBELL

Signature

Edmund B. Campbell

Print Name

Date

Address

Signature

Print Name

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____.

Signature of Notary Public

(Notary Seal)

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

WITNESSES:

GRANTOR:

Signature

Debbie Ann Campbell

Print Name

Address

Signature

Print Name

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____.

Signature of Notary Public

(Notary Seal)

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Signatures continue on next page

WITNESSES:

GRANTEE:
CITY OF VENICE

Signature

Nick Pachota, Mayor

Print Name

Address

Signature

Print Name

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____.

Signature of Notary Public

(Notary Seal)

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A

Lot 2, Block 11, GOLDEN BEACH, UNIT NO. 2, according to the Plat thereof recorded in Plat Book 7, page 96, of the Public Records of Sarasota County, Florida.