

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into by and between JPC Burnt Store Preserve, LLC, a Florida limited liability company ("Seller") with an address of 2000 Webber St, Sarasota, FL 34239 and CHARLOTTE COUNTY, a political subdivision of the State of Florida ("Buyer") with an address of 18500 Murdock Circle, Port Charlotte, Florida 33948, as of the date that the Buyer executes this Agreement (the "Effective Date").

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1.) Seller agrees to sell, assign, transfer and convey to Buyer, and the Buyer agrees to purchase from Seller that certain real property ("Property") described as:

A parcel of land lying in Section 5, Township 42 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows:

Take for a point of reference the Southeast corner of said Section 5; go thence North 3 Degrees 12'30" West along the East line of Section 5, 600 feet to a point; go thence North 89 Degrees 05'10" West 16.39 feet to a point on the West line of S.R. 765 for a Point of Beginning; continue along the same line 229.61 feet; go thence South 3 Degrees 12'30" East, parallel to the East line of Section 5, 151.67 feet; go thence North 89 Degrees 06'47" West, 3,740.39 feet to a point on the East line of the West 1/4 of section 5; go thence North 3 Degrees 13'30" West along said East line 892.97 feet to an intersection with the North line of the South 1/4 of section 5; go thence South 89 Degrees 10' East, 3,967.89 feet to a point on the West right-of-way line of S.R. 765; go thence South 3 Degrees 22'32" East along said right-of-way line, 745.26 feet to the Point of Beginning.

Also with a short legal of ZZZ 054223 P4 and also identified by the Property Appraiser's Records as parcel 422305400001; and commonly known as 12421 or 12441 Burnt Store Rd.

2.) In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of **Seven Million Two Hundred Fifty Thousand and 00/100 dollars (\$7,250,000.00)** payable to Seller at closing. Buyer agrees to pay all reasonable closing costs, except Ad Valorem real estate taxes and non-Ad Valorem assessments which shall be prorated as of the scheduled closing date.

3.) Seller warrants that they are the sole owner of the Property in fee simple and will convey marketable title free and clear of all encumbrances to the Buyer at closing. The Seller will defend and indemnify Buyer for any cloud upon the title. The Seller acknowledges that all warranties found in law are in effect.

4.) Closing on the Property will take place within 90 days of approval of this Agreement by the County Administrator of Charlotte County or his designee. In the event a review of the public records discloses any defects in the title, the parties agree to extend the closing date for a reasonable period of time to resolve the title defects.

5.) Seller agrees to sign and provide a Warranty Deed and all other relevant closing documents at closing, and further acknowledge that the closing and aforesaid payment is contingent on Seller's ability to convey clear and complete title at the closing.

6.) Seller will be informed by the Closing Officer at least seven (7) days prior to the closing of its date, time and place, when closing is in person.

7.) The sale proceeds for the property listed in paragraph 2 will be disbursed only to the Seller or their agent at the time of closing, except for Ad Valorem real estate taxes and non-Ad Valorem assessments which, if due, will be withheld at closing.

8.) Seller warrants to Buyer that to the best of Seller's knowledge, information and belief, the Property has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials. This warranty shall survive the closing and shall continue for so long as there is liability imposed on Buyer under any applicable federal or state law.

9.) Buyer shall have sixty (60) days from the Effective Date (the "Inspection Period"), to determine, in Buyer's sole and absolute discretion, that the Property is suitable and satisfactory to Buyer for Buyer's intended use of the Property. In the event Buyer determines that the Property is not suitable or satisfactory for

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Buyer's intended use, Buyer may terminate this Agreement by notifying Seller in writing, as noted below, both parties thereby being relieved of all further obligations hereunder.

10.) Seller hereby covenants and agrees that from the Effective Date hereof until the Closing Date, the Seller shall not, without the prior written consent of the Buyer, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien or encumbrance affecting the Property.

11.) If Seller or Buyer default under this Agreement, Buyer or Seller may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's or Buyer's default.

12.) This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the county where the Property is located.

13.) This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

14.) No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.) In the event, any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

16.) Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining Buyer's written consent. Buyer's consent to one assignment by a party other than Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void, and shall terminate this Agreement at Buyer's option. Subject to the terms of the preceding sentence, all terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors and assigns.

17.) All notices, demands, requests and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid to Seller, JPC Burnt Store Preserve, LLC, 2000 Webber St, Sarasota, FL 34239 and to Buyer, Charlotte County, Real Estate Services, Building B, Room 208, Port Charlotte, Florida 33948.

18.) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

19.) The Effective Date of this Agreement shall be the date that this Agreement is executed by the Buyer. This Agreement shall have no force or effect whatsoever until the Effective Date.

20.) If Owner is a partnership, limited partnership, corporation or trust (or other entity holding the Property in a representative capacity for others), Owner shall, simultaneously with the execution of this Agreement, execute an affidavit disclosing each person having a legal or beneficial interest in the Owner's Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "1"** attached hereto and incorporated herein by reference. The Owner shall make such disclosure under oath, subject to the penalties for perjury, and shall attach a copy of the affidavit as **Exhibit "1"** hereto.

21.) **This offer is valid until October 8, 2024.** This paragraph shall be null and void upon execution by the Seller.

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22.) This Agreement is subject to the approval of the Charlotte County Board of County Commissioners or its delegate.

23.) The real property described herein is being purchased by Charlotte County for public purposes in lieu of eminent domain and condemnation and therefore this transaction is immune from documentary stamp taxes.

IN WITNESS, WHEREOF, on the day and year herein below written, the parties hereto have executed this Agreement.

PARTNERSHIP, LIMITED PARTNERSHIP, CORPORATION OR TRUST (OR OTHER ENTITY HOLDING THE PROPERTY IN A REPRESENTATIVE CAPACITY FOR OTHERS)

SELLER

JPC Burnt Store Preserve, LLC,
a Florida limited liability company

By: [Signature] 9/23/24
Signature

Timothy M. Crowley
Printed Name

Its: Manager
Title

941-376-5455
Phone Number

BUYER

BOARD OF COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:
Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton
County Attorney

[Signature]
Witness No. 1
Joseph R. Shea
Printed Name No. 1
2000 Webber St, Sarasota, FL
Witness No. 1 Address 34239
[Signature]
Witness No. 2
Leanne M Crowley
Printed Name No. 2
2000 Webber St
Witness No. 2 Address
SARASOTA, FL
34239

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EXHIBIT "1"

DISCLOSURE OF INTEREST IN REAL PROPERTY

STATE OF Florida
COUNTY OF Sarasota

Before me, the undersigned authority, personally appeared
Timothy M. Crowley
(the "Affiant"), who first being sworn, deposed and says that:

1. The Affiant is the Manager of
JPC Burnt Store Preserve, LLC

2. The address of the Affiant is:
2000 Webber Street, Sarasota, FL 34239

3. That JPC Burnt Store Preserve LLC is the owner of real property located in Charlotte County, Florida as more particularly described below:

A parcel of land lying in Section 5, Township 42 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows:

Take for a point of reference the Southeast corner of said Section 5; go thence North 3 Degrees 12'30" West along the East line of Section 5, 600 feet to a point; go thence North 89 Degrees 05'10" West 16.39 feet to a point on the West line of S.R. 765 for a Point of Beginning; continue along the same line 229.61 feet; go thence South 3 Degrees 12'30" East, parallel to the East line of Section 5, 151.67 feet; go thence North 89 Degrees 06'47" West, 3,740.39 feet to a point on the East line of the West 1/4 of section 5; go thence North 3 Degrees 13'30" West along said East line 892.97 feet to an intersection with the North line of the South 1/4 of section 5; go thence South 89 Degrees 10' East, 3,967.89 feet to a point on the West right-of-way line of S.R. 765; go thence South 3 Degrees 22'32" East along said right-of-way line, 745.26 feet to the Point of Beginning.

4. This Affidavit is made in favor of the chief officer of Charlotte County, a political subdivision of the State of Florida in accordance with Section 286.23 (1) *Florida Statutes*.

5. In accordance with Section 286.23 (1) *Florida Statutes*, the name and address of every person or entity having a legal or beneficial interest in the Property is set forth below:

NAME

ADDRESS

James P. Crowley

1975 Windridge
Lake Forest, IL 60045

Timothy M. Crowley

2000 Webber St.
Sarasota, FL 34239

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6. In accordance with Section 286.23 (3)(a) Florida Statutes, the name and address of every person and non-publicly traded entity that has a five per cent (5%) or more interest in any disclosing entity referenced above is set forth below:

NAME

ADDRESS

James P. Crowley

1975 Windridge
Lake Forest, IL 60048

7. This disclosure is made pursuant to Section 286.23, Florida Statutes to the County Administrator of Charlotte County, a political subdivision of the State of Florida, whose mailing address is Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948 in connection with a conveyance of the Property to Charlotte County.

8. The information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

9. This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF Florida

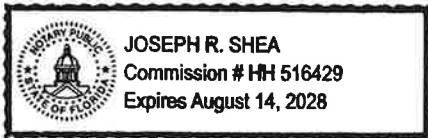


Timothy M. Crowley

COUNTY OF Sarasota

THE FOREGOING INSTRUMENT was acknowledged before me by means of X physical presence or ___ online notarization, this 23rd day of September, 2024, by Timothy M. Crowley who ✓ is personally known to me, or ___ produced _____ as identification.

[AFFIX NOTARY SEAL]





Notary Public Signature
Joseph R. Shea

Print Notary Name
My commission expires: 8-14-28