

**AGREEMENT FOR SALE AND PURCHASE  
OF PROPERTY  
(Gulf Harbors Golf Course)**

**THIS AGREEMENT**, by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "BUYER," and Staryn Hinshaw, as sole successor trustee of the Marshall A Springer and Mary Margaret Springer Intervivos Trust Agreement dated April 3, 1992, as amended, hereinafter referred to as "SELLER."

WITNESSETH:

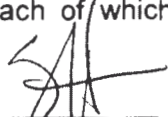
THE TOTAL PURCHASE PRICE is ONE MILLION TWO HUNDRED THOUSAND and 00/100 Dollars (\$1,200,000.00) (the "Purchase Price"), payable in immediately available funds by the BUYER to the SELLER, subject to the following terms and conditions:

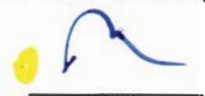
1. SELLER agrees to sell and convey to BUYER by Warranty Deed, and BUYER agrees to purchase the property described in Exhibit "A," attached hereto and by reference made a part hereof (hereinafter "the Property"), being 50 acres, M.O.L.

2. SELLER hereby warrants it is the owner of the Property in fee simple and, to SELLER'S knowledge, the Property is insurable.

3. The Effective Date shall be the date upon which the Board of County Commissioners approves this Agreement, and the Chairman executes this Agreement.

4. Subject to the limitations set forth hereinafter, SELLER agrees to convey title to the Property to BUYER by warranty deed free and clear of all leases, liens, or mortgages, and free and clear of all encumbrances not acceptable to BUYER, in BUYER's sole discretion. SELLER shall pay for a title insurance commitment issued by Hobby & Hobby, P.A., 5709 Tidalwave Dr., New Port Richey, FL 34652, as agent for Old Republic National Title Insurance Company, Inc. (the "Title Commitment"), agreeing to issue to BUYER, upon recording of the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER'S title to the Property, subject only to liens, encumbrances, exceptions, or matters which shall be discharged at the closing contemplated by this Agreement (the "Closing") or matters approved by BUYER. The deed and the Title Policy shall be free and clear of the liens listed in Exhibit "B," and the BUYER cannot and shall not waive its objection to the liens listed in Exhibit "B," which must be satisfied or deleted or removed from the title commitment and policy at or prior to Closing. BUYER specifically accepts title to the matters set forth on Exhibit "C", each of which shall be exceptions to title on the deed, the title commitment and resulting

  
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owner's title policy. Twenty days prior to Closing, SELLER shall provide the title insurance commitment to BUYER. BUYER shall, prior to Closing notify SELLER, in writing, of any objections BUYER has to the Title Commitment (BUYER having specifically accepted title subject to the matters set forth on Exhibit "C"), and accepting any exceptions to the Title Commitment which are acceptable to BUYER, or which BUYER has previously notified SELLER are acceptable. SELLER shall, within seven (7) days after receiving such notice from BUYER, notify BUYER whether SELLER, in its sole discretion, has elected to cure any such objections, and if it so elects to cure such objections, SELLER shall have a period of thirty (30) days after notification thereof within which to use commercially reasonable efforts, to cure such defects. In the event SELLER is either unwilling to, or unsuccessful in curing such defects within the required time, BUYER shall have the option of either accepting title as is, or terminating this Agreement without penalty, and thereupon, the parties shall have no further obligations hereunder, except for BUYER's indemnification obligations pursuant to Section 25 hereof. At least ten (10) days prior to Closing, however, an owner's title insurance policy or "marked up" title commitment insuring fee simple title to the Property to the BUYER in a face amount equal to the Purchase Price and containing no exceptions other than the exceptions, if any, which BUYER may, in BUYER'S sole discretion, consent to in writing.

5. BUYER acknowledges that the Property has been surveyed by BUYER, at BUYER's expense. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, other than encroachments within the easements described in Exhibit "C," written notice thereof will be given to SELLER by BUYER within thirty (30) days from the Effective Date, and SELLER will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If SELLER fails to remove or cure said encroachments (BUYER having specifically accepted title subject to the matters set forth on Exhibit "C") within said time, or in the event that SELLER elects not to cure any such defects in the survey that are timely objected to by BUYER, BUYER, at its option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.

6. The Closing is contingent upon, and shall occur within 45 days of FDEP's issuance of final agency action in the form of a non-provisional, final Site Rehabilitation Completion Order on terms and conditions acceptable to SELLER and BUYER and the running (or successful resolution) of any appeal periods concerning the same, which recognizes SELLER's completion of the environmental remediation required by FDEP, at Seller's sole

  
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expense, such that the Property may be used for the following recreational uses: walking, hiking, jogging, bicycling, wildlife watching, painting, photography, dog park, children's play area, perimeter multi-use trail, restrooms and parking area.

7. SELLER agrees to pay documentary stamps on the instrument of conveyance. BUYER agrees to pay for recording of the conveyance document(s).

8. SELLER shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property. In the event there is any trash or junk material or structures on the Property, the BUYER will notify the SELLER thereof in writing, and the SELLER will remove all such trash and junk material or structures identified by the BUYER at SELLER'S sole expense, prior to Closing. Trash or junk will be defined as, but not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, pole barns, machinery, or construction material. Prior to Closing, at a mutually agreeable time, BUYER and SELLER shall perform a walk-through of the Property to confirm that no trash or junk material remains on the Property.

9. SELLER shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, street light assessment, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of Closing. If ad valorem taxes, for the year in which Closing occurs, are not known, then taxes for the prior year shall be used for the purposes of the required prorations for the Property. The prorations at Closing shall be final and there shall be no post-Closing adjustment to same between BUYER and SELLER.

10. BUYER and SELLER represent and warrant to one another that, except as to Berkshire Hathaway HomeServices Florida Properties Group/Tropical Realty & Investments, Inc., who is being compensated by SELLER pursuant to a separate agreement, that neither has used the services of, or for any other reason owes compensation to, a licensed real estate broker in connection with this transaction, and BUYER will not be liable to SELLER or to SELLER'S agents or representatives, nor shall SELLER be liable to BUYER or to BUYER'S agents or representatives, for any commissions, costs, or fees arising from or for the closing of the transaction contemplated by this Agreement.

11. BUYER will pay to the closing agent the total amount of the purchase price, plus all closing costs chargeable to the BUYER. When said funds are available to the closing agent,

  
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the closing agent will disburse the net proceeds to SELLER, after disbursing all closing costs chargeable to the SELLER and BUYER.

12. The terms and conditions of this Agreement shall survive Closing, except as otherwise limited herein.

13. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

14. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. Any and all prior agreements are hereby canceled and terminated. This Agreement may not be varied or modified except by written agreement of both SELLER and BUYER.

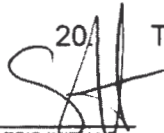
15. No delay or omission in the exercise of any right or remedy accruing to SELLER or BUYER upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach. The waiver by SELLER or BUYER of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained. In the event of a breach by SELLER of this Agreement, BUYER's sole remedy shall be to pursue either (a) the remedy of specific performance to enforce the terms hereof or (b) terminate this Agreement, thereupon, the parties shall have no further obligations hereunder except for BUYER's indemnification obligations pursuant to Section 25 hereof. In no event shall SELLER be liable to BUYER for a claim for damages.

16. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in Pasco County.

17. This Agreement may be executed in one or more counterparts, including by PDF, or electronic mail, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Agreement.

18. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.

19. BUYER may not assign its rights under this Agreement, without written consent by the SELLER.

20.  Time is of the essence for this Agreement.  
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21. SELLER will comply with the disclosure requirements of Section 286.23, F.S. (disclosure of persons having a beneficial interest in the selling entity when real property is conveyed to a public agency), if applicable.

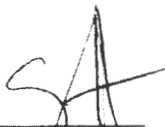
22. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by an overnight delivery service, or facsimile transmission, or via electronic mail (provided notice is sent to all recipients listed). Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by electronic mail or facsimile transmission (provided a confirmation receipt is maintained by the sender); and upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

As to SELLER: Attn: Staryn Hinshaw, as sole successor trustee  
Address: 7 White Oak Dr  
Crawfordville, FL 32327  
Email: clyde.hobby@hobbylaw.com

AND Attn: H. Clyde Hobby, Esq., Hobby & Hobby, PA  
Address: 5709 Tidalwave Dr.  
New Port Richey, FL 34652  
Tel: 727-847-5854, ext. 410  
Email: clyde.hobby@hobbylaw.com

As to BUYER: Attn: County Administrator  
Pasco County  
8731 Citizens Drive, Suite 340  
New Port Richey, FL 34654  
Tel: 727-847-8115  
Email: padmin@pascocountyfl.net  
With an electronic copy to:  
E-mail: dbiles@pascocountyfl.net

AND Attn: Keith L. Wiley  
Parks, Recreation and Natural Resources Director  
Pasco County  
4111 Land O' Lakes Blvd Suite 310  
Land O' Lakes, FL 34639  
(727) 847-2411, Ext. 8302  
Email: kwiley@pascocountyfl.net  
With an electronic copy to:  
E-mail: todierna@pascocountyfl.net

  
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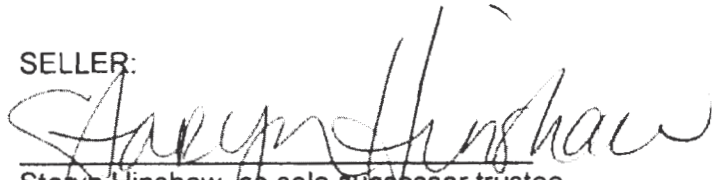
23. SELLER and BUYER each knowingly, voluntarily, and intentionally waive any right it may have to a trial by jury of any claim, demand, action or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross-claim whether in contract and/or in tort (regardless if the tort action is presently recognized or not), based on, arising out of, in connection with or in any way related to this Agreement including any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party. The parties hereto have specifically discussed and negotiated this waiver and understand the legal consequences of signing this Agreement.


24. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE TITLE WARRANTIES CONTAINED IN THE DEED, BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY "AS IS, WHERE IS," AND THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, VALUATION, GOVERNMENTAL APPROVALS, PERMITTING, ENTITLEMENTS, OR THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OF THE PROPERTY.

25. Notwithstanding anything contained in this Agreement, BUYER shall (i) promptly pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of BUYER or its agents; (ii) promptly repair and restore the Property to substantially the same condition existing immediately prior to the conduct of BUYER or its agents' entry thereon; and subject to the limits of liability set forth in Section 768.28, Florida Statutes (iii) shall indemnify, defend and hold SELLER harmless from and against all claims, damages or losses incurred to the Property or anyone on the Property as a result of the actions taken by BUYER, any of its agents, representatives or contractors performing the feasibility activity or other activities on BUYER's behalf; these obligations collectively are referred to herein as the "Inspection Indemnity." The terms of this Inspection Indemnity shall survive any termination of this Agreement.

SELLER has caused this instrument to be executed in its name on this \_\_\_ day of October, 2020.

  
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SELLER:  
  
Staryn Hinshaw, as sole successor trustee  
of the Marshall A. Springer and Mary  
Margaret Springer Intervivos Trust  
Agreement dated April 3, 1992, as amended

  
BUYER'S INITIALS

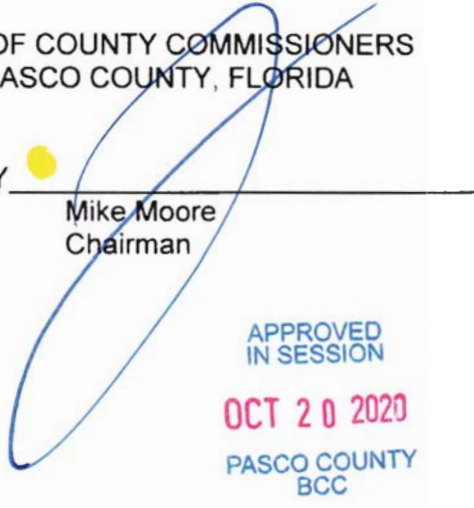
IN WITNESS WHEREOF, Pasco County has caused this Agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this 20 day of October, 2020.



ATTEST:  
JUNE 2nd  
BY Nikki Alvarez-Sowles  
Nikki Alvarez-Sowles, Esq.  
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY Mike Moore  
Mike Moore  
Chairman



APPROVED  
IN SESSION  
OCT 20 2020  
PASCO COUNTY  
BCC

SA  
SELLER'S INITIALS

[Signature]  
BUYER'S INITIALS



EXHIBIT "A"  
(Legal Description)

PARCEL 1

FLOR-A-MAR GOLF COURSE

A portion of the Southwest 1/4 of Section 7, Township 26 South, Range 16 East, and a portion of Government Lot 2 in Section 12, Township 26 South, Range 15 East, and a portion of Submerged Land Parcel No. 22182 (212-51, July 1959, Trustees of Internal Improvement Fund), Pasco County, Florida, all being further described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 7; thence run along the West boundary line of the Southwest 1/4 of said Section 7, North 00°16'03" East, a distance of 392.35 feet to the North boundary line of Flor-A-Mar Section C-7; Third Addition, as shown on the Plat recorded in Plat Book 10, Page 2, Public Records of Pasco County, Florida for A POINT OF BEGINNING; thence along the North boundary line-of said Flor-A-Mar Section C-7, Third Addition, North 89°30'16" West, a distance of 167.58 feet to the Northeast corner of Lot 121 Flor-A-Mar Section C-8, Block 11, as shown on the Plat recorded in Plat Book 10, Page 32 of the Public Records of Pasco County, Florida; thence along the Northeasterly boundary line of said Flor-A-Mar Section C-8, Block 11, the following courses and distances: North 89°30'16" West, a distance of 134.00 feet; thence a distance of 313.81 feet along the arc of a curve to the right, said curve having a radius of 290.00 feet and a chord of 298.72 feet which bears North 58°30'16" West; thence North 27°30'16" West, a distance of 244.69 feet; thence a distance of 366.11 feet along the arc of a curve to the left, to the most Easterly corner of Lot 136, Flor-A-Mar Section C-8, Block 11, First Addition, as shown on the Plat recorded in Plat Book 10, Page 85 of the Public Records of Pasco County, Florida, said curve having a radius of 585.00 feet and a chord of 360.17 feet which bears North 45°26'00" West; thence along the Northeasterly boundary line of said Flor-A-Mar Section C-8, Block 11, First Addition, the following courses and distances: A distance of 26.43 feet along the arc of a curve to the left, said curve having a radius of 585.00 feet and a chord of 26.43 feet which bears North 64°39'22" West; thence North 65°57'02" West, a distance of 399.02 feet; thence North 24°02'58" East, a distance of 30.00 feet; thence North 65°57'02" West, a distance of 110.00 feet to the Easterly boundary line of Flor-A-Mar Section 10-G as shown on the Plat recorded in Plat Book 7, Page 59 of the Public Records of Pasco County, Florida; thence along the Easterly boundary line of said Flor-A-Mar Section 10-G, North 24°02'58" East, a distance of 244.77 feet to the most Westerly corner of Flor-A-Mar Section C-5, First Addition, as shown on the Plat recorded in Plat Book 9, Page 146 of the Public Records of Pasco County, Florida; thence along the boundary line of said Flor-A-Mar Section C-5, First Addition, the following courses and distances: South 65°57'02" East, a distance of 110.00 feet; thence North 24°02'58" East, a distance of 416.00 feet; thence North 40°45'04" East, a distance of 52.21 feet to the most Southerly corner of Lot 1, Block 11, Flor-A-Mar Section C-5, as shown on the Plat recorded in Plat Book 7, Page 38 of the Public Records of Pasco County, Florida; thence along the Southerly boundary line of said Flor-A-Mar. Section C-5, the following courses and distances: North 64°22'09" East, a distance of 46.36 feet; thence South 65°57'02" East, a distance of 1,370.00 feet to the most Westerly corner of Flor-A-Mar Section C-6 as shown on the Plat recorded in Plat Book 7, Page 39 of the Public Records of Pasco County, Florida; thence along the Southerly and Westerly boundary line of said Flor-A-Mar Section C-6, the following courses and distances: South 65°57'02" East, a distance of 945.00 feet; thence South 28°52'18" East, a distance of 42.72 feet; thence South 00°29'44" West, a distance of 415.00 feet to the Northwest corner of Lot 48-A, Flor-A-Mar, Section C-7, as

  
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shown on the Plat, recorded in Plat Book 9, Page 105 of the Public Records of Pasco County, Florida; thence along the boundary line of said Flor-A-Mar Section C-7, the following courses and distances: South 00°29'44" West, a distance of 63.83 feet; thence South 45°29'44" West, a distance of 40.00 feet to the most Westerly corner of Lot 49 of said Flor-A-Mar Section C-7; thence North 89°30'16" West a distance of 51.72 feet; thence South 00°29'44" West, a distance Of 15.00 feet to the Northeast corner of Flor-A-Mar Section C-7, First, Addition, as shown on the Plat recorded in Plat Book 10, Page 1, of the Public Records of Pasco County, Florida; thence along the North boundary lines of said Flor-A-Mar Section C-7, First Addition; Flor-A-Mar Section C-7, Second Addition, as shown on the Plat recorded in Plat Book 10, Page 4 and said Flor-A-Mar Section C-7, Third Addition, North 89°30'16" West, a distance of 1,093.42 test to the POINT BEGINNING.

TOGETHER WITH

PARCEL 2

The West 20.00 feet of Lot 14, Block 11, FLOR-A-MAR SECTION C-5, as shown on the Plat recorded in Plat Book 7, Page 38, Public Records of Pasco County, Florida.

TOGETHER WITH

PARCEL 3

Lot 110-A, Block 11, FLOR-A MAR SECTION C-5, FIRST ADDITION, as shown on the Plat recorded in Plat Book 9, Page 146. Public Records of Pasco County, Florida.

TOGETHER WITH

PARCEL 4

Lot 126-A, Block 11, FLOR-A MAR SECTION C-8, as shown on the Plat recorded in Plat Book 10, Page 32, Public Records of Pasco County, Florida.

TOGETHER WITH

PARCEL 5

The North 3.00 feet of Lot 48-A, Block 11, FLOR-A MAR SECTION C-7, as shown on the Plat recorded in Plat Book 9, Page 105, Public Records of Pasco County, Florida.

TOGETHER WITH

PARCEL 6

Lot 104, Block 11, FLOR-A MAR SECTION C-7, FIRST ADDITION, as shown on the Plat recorded in Plat Book 10, Page 1, Public Records of Pasco County, Florida.

  
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EXHIBIT "B"  
(Liens to be Released or Satisfied or Removed From Title)

- Mortgage in favor of Hobby & Hobby, PA recorded in O.R. Book 6073, Page 58.
- Mortgage in favor of Joseph Orsi and Patricia O Buck, f/k/a Patricia, Orsi, as Trustees of the Paula A. Orsi Irrevocable Trust Number 2, dated 1/1/01 and recorded in O.R. Book 7991, Page 616.
- Mortgage in favor of Tropical Realty & Investments, Inc. recorded in O.R. Book 8109, Page 108.
- Subordination of Mortgage by HOBBOY & HOBBOY, PA recorded in O.R. Book 8137, Page 268.
- Lien in favor of Lindrick Service Corporation for water and wastewater services recorded in O.R. Book 8250, Page 1489.
- 2010 Pasco County Solid Waste Lien recorded in O.R. Book 8691, Page 396.
- Notice of Lien in favor of Pasco County Solid Waste recorded in O.R. Book 8696, Page 1418.
- 2011 Pasco County Solid Waste Lien recorded in O.R. Book 8774, Page 3484
- 2011 Pasco County Solid Waste Lien recorded in O.R. Book 8782, Page 1577.
  
- Residual royalty rights without surface rights to oil and minerals under a portion of the unplatted property held by Coastal Petroleum Company by Consent Decree, United States District Court, Southern District, Miami Division, entered August 24, 1976 and recorded in O.R. Book 984, Page 1236, modifying Relinquishment and Quit Claim Deed dated January 24, 1962 and recorded in O.R. Book 192, Page 59, Public Records of Pasco County, Florida.
  
- Notice of lien filed by FGUA recorded in OR Book 8942, Page 1609.
- Solid Waste Notice of Liens recorded in O.R. Book 9872, Page 2304; O.R. Book 9892, Page 3924, Public Records of Pasco County, Florida.
- Lis Pendens recorded in O.R. Book 9464, Page 6, Public Records of Pasco County, Florida.
- Lien Resolution No. 17-191 recorded in O.R. Book 9553, Page 1902, Public Records of Pasco County, Florida.
- Lien Resolution No. 18-154 recorded in O.R. Book 9681, Page 3102, Public Records of Pasco County, Florida


  
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EXHIBIT "C"

(Title and Survey Matters to which BUYER shall take title subject to at Closing)

- Driveway Easement Agreement recorded in O.R. Book 659, Page 85, Public Records of Pasco County, Florida, as to Lot 104, Block 11, Flor-A-Mar Section C-7.
- Easement in favor of P. M. Kehoe and Erleen J. Kehoe over and across the West 20 feet of Lot 14, Block 11, Flor-A-Mar Section C-5 recorded in O.R. Book 1586, Page 1986, Public Records of Pasco County, Florida.
- Ingress and Egress Easement in favor of Raymond Mannix and Regina Mannix over and across a portion of Lot 126-A, Flor-A-Mar, Section C-8, Block 11, recorded in O.R. Book 3131, Page 41, Public Records of Pasco County, Florida.
- All matters contained on the plats.

  
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