

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY ATTORNEY REPORT/ ITEM 10b**

SUBJECT: Approval of Partial Settlement of Claims related to Acquisition of Sears Building for \$1 Million Purchase of Property through “As Is” Sale

DATE OF MEETING: April 20, 2020

OVERVIEW/SUMMARY: The County asserted damage claims with respect to the March 2019 acquisition of the Sears building. The County based its claims on its discovery after the property closing that the building was subject to significant water intrusion, damage and mold. County employees preparing the building for occupancy encountered the true building condition when working with the interior components during a rain event. The County Administrator deemed the building was not usable or suitable for County use and the Board confirmed his report at a public meeting.

The principals in the sale did not disclose the condition and the engineering company retained to inspect and assess the building for, among other things, water intrusion and damage, did not report the condition to the County despite a re-inspection requested by the County. The County served written notice of claims on the parties and their insurance companies, the identities of which were furnished by the parties pursuant to the County’s statutory request.

The parties through their counsel denied responsibility for the claims. One of the insurance carriers denied coverage of the claims against its insured, the owners of the property. There has been no other response from this party, except a request for further information. The County displayed its information through, among other things, a video showing dramatic evidence of the water intrusion at a publicly held Board meeting. In addition, County officials and staff summarized other information to the Board then at that time and in later meetings.

Another of the parties, the realtor, insisted that they had no knowledge of the building condition and that the owner did not disclose the condition in the marketing of the property or at the time of closing and offered the County proof of this assertion. The realtor also offered to find a buyer for the property to help make the County whole from the loss.

Pre-Suit Mediation Approved by the Board

The County Administrator and the County Attorney informed the Board at its public meetings that they believed the most optimal way of resolving the claims would be a mediated result. The County would attempt mediation to avoid the expense and time of litigation on all sides of the controversy. Additionally, the County Administrator and County Attorney made clear that the most efficient means was for the adverse parties (owner, realtor and engineering inspection company) either individually or collectively to purchase the land and improvements “as is” or arrange for a third party to acquire the property.

The County would use any sale proceeds to reduce the amount of the County’s damages or, depending upon the amount, make the County financially whole. The Board approved of this direction formally on November 18, 2019, to avoid having to litigate unless necessary.

The realtor was the only party that came forward to address this approach. No other party contacted the County Administrator or County Attorney to attempt a resolution. The realtor sought potential purchasers and some presented themselves in the mediation discussions. The realtor produced a firm offer from a buyer. Working with the County Attorney, the County Administrator gave notice to the other parties of the proposal to enable them to participate, object or respond with any comments to the settlement proposal. The County Administrator gave the other parties

and their insurers 30 days to respond and none did by the April 13, 2020 deadline. The County Administrator's notice stated as follows:

"In order to resolve the matter, the Board of County Commissioners authorized me at its November 18, 2019 meeting to offer to you all, singularly and collectively, the right to take ownership of the building, or to assign this right in whole or in part to a nonparty of your choosing, and, with whatever combination, reimburse the County for the purchase price of the property, plus the cost of mitigating against further damage, as well as the costs incurred in pursuing these claims. The County feels you are in the best position to repair and, if you choose, to market and lease or sell the property and that this would be the most equitable way to bring the situation to a resolution. The County has borne significant carrying costs related to this transaction and has a duty to the public to consider any serious purchasers. One of you have identified a potential purchaser which would gross \$1 million. It is our intention to present this mediated partial settlement to the Board of County Commissioners at its meeting this Monday, March 16th if we can complete the paperwork related to a partial release and a purchase and sale agreement.

This offer will remain available to you for a period of thirty days from the date of this correspondence. Please be aware, however, that should you choose to reject the offer, the County will sell the property in accordance with the competitive solicitation procedure outlined in Section 125.35, *Florida Statutes*. In such case, the County will pursue claims against you, jointly and severally, to recoup the difference between the selling price and the County's original purchase price, including due diligence, plus the cost of mitigation and the costs incurred in pursuing these claims. To date, these costs amount to over \$1.17 million."

Partial Settlement Offer Recommended by County Administrator and County Attorney

After negotiations, the County Administrator has reached a settlement that will release the realtor and the agency with which she is associated in exchange for the closing of a purchase with a gross purchase price of \$1 Million. The property is being sold "as is" and "where is" with no warranties to the purchaser except warranties of title. The County will sue the other parties to recover the balance of the County's damages. The County will only credit the net proceeds from the sale when pursuing the other parties for the remainder of the County's damages.

Absent the substantial efforts of the realtor, the County would not be in this position to facilitate a final termination of its continuing losses in maintaining the building. The County is paying for utilities, replacing essential components, and maintaining upkeep of the premises, all as required by the law that the County must take action to mitigate existing and potential damages to the property. The County may not neglect the property under liability law when damage claims are at stake.

The County also has examined the background of the proposed purchaser and is pleased that he is intending to create a dance studio with his wife. She currently operates Mia Bella Academy of Dance in Palm Coast. He is renowned as a choreographer and dance studio operator who has produced shows nationally and internationally. The purchaser operates a well-established dance studio company known as "Artists Simply Human" that performs and trains nationally and offers scholarships to dancers. The building's configuration is suitable for a dance studio.

The County expects this will be a value added business on Palm Coast Parkway West.

Attached is the Purchase and Sale Agreement for an "As Is" Sale, as well as the conditional settlement agreement releasing the realtor upon closing of the transaction.

DEPARTMENT CONTACT: Albert Hadeed, County Attorney (386) 313-4005

RECOMMENDATION: Approve the Conditional Settlement Agreement including the Purchase and Sale Agreement and Mutual Release, including closing and other implementing documents approved as to form by the County Administrator and the County Attorney for the Chair's signature when such signature is required. Further, continue the authorization to the County Administrator and County Attorney to pursue claims against the other parties as appropriate.

ATTACHMENTS:

1. Real Property Purchase and Sale Agreement
2. Conditional Settlement Agreement and Release of Claim

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT is by and between **Flagler County, a Florida a political subdivision of the State of Florida and its successors and assigns** (the "Seller") and **Braham Logan Crane and his permitted assigns** (the "**Purchaser**") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "**Effective Date**").

RECITALS:

A. Seller is the owner of certain property located at 4888 Palm Coast Parkway in Palm Coast, Flagler County, Florida and more particularly described in **EXHIBIT "A"** (the "Property").

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property "AS IS," without any warranty relating to the condition of the buildings or improvements, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller the Property, together with all appurtenances, easements and privileges thereto belonging, including all right, title and interest of the Seller in and to any easements, strips, gores, appurtenances, streets, alleys or ways adjoining the real property (collectively, the "**Property**"), "AS IS" without any warranty relating to the condition of the buildings or improvements.

2. Definitions. For purposes of this Agreement, the following terms are defined as hereinafter set forth:

"**Agreement**" shall mean this Real Property Purchase and Sale Agreement, as it may be amended from time to time.

"**AS IS**" shall mean that there are no warranties or representations with respect to the condition of the buildings or improvements and that Purchaser acquires the Property assuming all latent and patent conditions.

"**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property.

"**Closing Date**" shall mean the date on which the Closing shall occur, as set forth in Paragraph 8 herein.

"**Encumbrance**" shall mean and include any charge, claim, community property interest,

condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"**Purchase Price**" shall mean the total consideration to be paid by the Purchaser to the Seller for the Property.

"**Survey**" shall mean a survey of the Property certified by a Florida Registered Land Surveyor.

"**Transaction Documents**" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. Price / Deposits / Financing. The total Purchase Price for the Property shall be ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) ("**Purchase Price**"). The Purchase Price shall be due and payable as follows:

a. Within Five (5) Business Days of the Effective Date of this Agreement, Purchaser will deposit the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Earnest Money Deposit**") with Coast Title Insurance Agency, Inc. as escrow agent (the "**Escrow Agent**"). The Earnest Money Deposit shall be held in a non-interest-bearing account. The Earnest Money Deposit shall be non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (hereinafter defined).

b. The balance of the Purchase Price shall be paid to Seller at Closing in immediately available funds (Official Bank Check or wire transfer), subject to credits, adjustments, and prorations.

4. Execution / Calculation of Time / Time of the Essence

a. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

b. Calculation of Time. All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

c. Time of the Essence. **The Parties have been fully advised and agree that time is of the essence in this Agreement.**

5. Inspections.

a. Purchaser will, at Purchaser's expense and within sixty (60) days from the Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Purchaser's sole and absolute discretion. During the term of the Due Diligence Period, Purchaser may conduct any

tests, analyses, surveys and investigations (“Inspections”) which Purchaser deems necessary to determine to Purchaser’s satisfaction the Property’s engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Purchaser deems appropriate. Seller grants to Purchaser, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Agreement for the purpose of conducting Inspections, provided, however, that Purchaser, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Purchaser will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys’ fees at all levels, and from liability to any person, arising from the Inspections or Purchaser’s access to the Property. Purchaser will not engage in any activity that could result in a mechanic’s lien being filed against the Property without Purchaser’s prior written consent. In the event this transaction does not close, (1) Purchaser will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Purchaser will, at Purchaser’s expense, release to Seller all reports and other work generated as a result of the Inspections.

b. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser’s election to proceed with this Agreement. If Purchaser fails to notify Seller of its intention to proceed with the Closing before the expiration of the Due Diligence Period, then this Agreement will terminate and be of no further force or effect. In addition, if Purchaser notifies the Seller at any time before the expiration of the Due Diligence Period that the Property is not acceptable and suitable, then this Agreement will terminate and be of no further force or effect.

6. Survey. Purchaser may obtain, at Purchaser's expense, a boundary survey of the Property (the "**Survey**"). In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may notify Seller of Purchaser's objections to the Survey within the applicable time period set forth in Paragraph 7 hereof. Objections to the Survey shall be treated as Title defects pursuant to Paragraph 7. Purchaser shall be entitled to obtain an update of the Survey ("**Updated Survey**") at any time prior to the Closing, at Purchaser's expense. If any Updated Survey reveals any adverse matter not disclosed by the Survey, then such Updated Survey defect shall be handled in the same manner as a new title defect.

7. Evidence of Title; Objections to Title.

a. Within five (5) business days of the Effective Date, Seller shall deliver copies of its existing Owners Policy of Title Insurance and copies of all the title exceptions listed therein. Within fifteen (15) Days of the Effective Date, Seller shall obtain and deliver to Purchaser, at Seller's expense, a commitment for an owner's title insurance policy, (the "**Title Commitment**"), agreeing to issue to Purchaser, upon recording of the warranty deed executed by Seller and delivered to Purchaser at Closing (the “Warranty Deed”), a title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Property, subject only to Encumbrances and

matters that are permitted, ("**Permitted Encumbrances**"). Permitted Encumbrances include the following:

- i. Requirements, approvals, ordinances, regulations, restrictions, prohibitions or other matters issued by a governmental entity, including, but not limited to such matters that involve land use, zoning, water retention, or storm water management;
- ii. Matters appearing on a plat of record or common to a subdivision in which the Property exists, other than plats that may have existed previously but are not part of the current development plan;
- iii. Oil, gas or mineral rights if there is no right of entry;
- iv. Easements to a public utility or governmental entity;
- v. Taxes for the year of Closing and subsequent years;
- vi. Assumed mortgages, mortgages taken subject to, and new mortgages, if any;
- vii. Other Permitted Encumbrances: none.

b. The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and the party responsible for submitting a Survey shall provide such Survey with required certifications.

c. If the Title Commitment contains exceptions to coverage other than the Permitted Encumbrances and standard exceptions, which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Paragraph 6 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objection to such exceptions within ten (10) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

d. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative period, Seller may give notice of the necessity to extend the Title Curative Period for an additional thirty (30) days. If the Seller fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections in not

feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser.

e. If the Property has previously been platted, and the plat is not part of the current development plan, and the plat contains roads, easements, restrictions or other matters to which Purchaser objects, Seller shall obtain from the Local Government a vacation of all underlying streets shown on prior plats within the Property. The Closing Date shall be extended as necessary even beyond the Title Curative Period if required in order to complete the vacation of such plats or particular matters on the plats to which Purchaser objects.

f. If Closing is scheduled to occur more than thirty (30) days from the date of the Title Commitment, the Title Commitment shall be updated by endorsement ("**Update Endorsement**") which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser no less than five (5) days before the respective Closing Date. If any Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter that is not a Permitted Encumbrance, then Purchaser shall notify Seller in writing specifying the new title defect. Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and, if necessary, the Closing Date shall be extended as provided above. Seller agrees to use diligent, good faith efforts to attempt to remove the new title defect, as provided above. If Seller fails to cure any such new title defect Purchaser shall have the remedies provided above in this Section.

g. Title Policy. At or after Closing, the party who procured the Title Commitment shall be responsible for providing Purchaser a standard ALTA Owner's Policy of Title Insurance for the Property based on the Title Commitment and any issued Update Endorsements (the "Policy"). The Policy will be issued by the Closing Agent and be underwritten by the Closing Agent that underwrote the Title Commitment, will be in the amount of the Purchase Price, and will insure Purchaser's fee simple title to the Property subject only to the Permitted Encumbrances. If Purchaser has not provided Closing Agent a Survey certified to all appropriate parties and showing no defects, the policy shall obtain exceptions for matters which would be disclosed by an accurate Survey and inspection of the Property, and easements and claims of easements not shown by the public records.

h. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

8. Closing Date and Procedure / Documents to be Provided.

a. Closing Date. The Closing Date contemplated by this Agreement shall be no later than thirty (30) days after the termination date of the Due Diligence Period. Closing shall occur in Flagler County where the Property is situated, or at such location mutually agreed upon in writing by the Parties hereto. **The Parties have been fully advised and agree that time is of the essence with respect to the Closing Date.**

b. Closing Procedure.

i. Seller. At or before Closing, Seller shall execute and deliver to Purchaser:

1. The fully executed Warranty Deed;
2. A fully executed certification as to Seller's non-foreign status, if applicable;
3. An owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property or any personal property to be

conveyed, claims of lien or potential liens known to Seller, improvements or repairs to the Property within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;

4. Originals, or if unavailable, copies of the specifications, technical manuals and similar materials for the Property to the extent same are in Seller's possession;
 5. A fully executed assignment of leases, if applicable;
 6. Warranty Bills of Sale as to any personal property conveyed; and
 7. Any other document reasonably required by the Closing Agent.
- ii. Purchaser. At Closing, Purchaser shall deliver to Seller the following:
1. The balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes, in the manner required under this Agreement;
 2. Instructions from Purchaser directing Escrow Agent to pay the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 3. If applicable, Purchase Money Mortgage, Promissory Note, Guarantees, and any other documents required in connection with the transactions contemplated by this Agreement, or reasonably required by the Closing Agent.
- iii. Seller and Purchaser. On the Closing Date, Seller and Purchaser shall each execute, acknowledge (as appropriate) and deliver the following documents:
1. Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
 2. The Closing Statement; and
 3. Any other affidavit, document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

9. Costs.

a. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. All applicable insurance, interest, advance rents and deposits on leases, if any, and other expenses of the Property shall be prorated as of the Closing Date. Ad valorem real property taxes shall be prorated based on taxes for the current year, if known, and allowances made for the maximum discount. If Closing occurs before the amount of current year's taxes or current year's millage is fixed, the taxes shall be prorated based upon the assessment and/or millage rate for the immediately preceding year. If the information for the current year is not available, the proration shall be the previous year's tax figure. Any proration based upon an estimate shall be readjusted upon request by either party when the actual tax statement is received. This covenant shall survive Closing.

b. Seller shall pay for, including but not limited to the following items: (i) the

documentary stamp tax due on the Warranty Deed; (ii) the cost of curing any title or survey defect(s), including the preparation and recordation of curative instruments; (iii) Sellers' legal fees and expenses; (iv) any third party professional and/or consulting fees incurred at Seller's request; and (v) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto, except as are related to mortgagee coverages, if any.

c. Purchaser shall pay for, including but not limited to the following items: (i) the recording fees for the Warranty Deed, mortgages and all loan related documents; and (ii) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (iii) all costs related to the third party loan and any mortgages, including bank fees, documentary stamps, intangible tax, and title and closing costs related to loans; (iv) Purchaser's legal fees and expenses, (v) any third party professional and consulting fees incurred at Purchaser's request; and (vi) cost of any Survey, and any survey certification to any lender.

10. "As Is" and "Where Is" Transaction. If Purchaser elects to proceed with the Closing then Purchaser shall accept the Property in its current "As Is" and "Where Is" condition at Closing.

11. Duties and Rights of Escrow Agent.

a. Escrow Agent is Coast Title and is hereby authorized and agrees by acceptance hereof, to hold all monies paid as the Earnest Money Deposit ("**Escrowed Funds**") in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

b. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit all monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the county in which the Property lies, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate. Purchaser and Seller agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or to Seller of money subject to this escrow, unless such mis-delivery shall be due to a willful breach of Escrow Agent's duties under this Agreement or fraudulent conduct by Escrow Agent.

12. Default and Notice to Cure.

a. If Purchaser defaults in the payment of the Purchase Price or if Purchaser shall default in the performance of any of its other material obligations, Seller shall have the right to receive disbursement of the Earnest Money Deposit if not previously delivered, and terminate this Agreement. Upon such delivery of the Earnest Money Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

b. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Earnest Money Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement). Upon such return and delivery of the

Earnest Money Deposit in accordance with Clause (i) of the preceding sentence if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

c. In the event any party breaches the terms and provisions of this Agreement, non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within one (1) day if the default is failure of the defaulting party to close, or within ten (10) days of receipt of written notice thereof as to any other default, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the ten (10) day period, in which case additional time shall be afforded, provided said cure is begun within the ten (10) day period and diligently and continuously thereafter prosecuted to completion, and provided that in no event shall such additional time exceed sixty (60) days from the receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

d. Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings.

e. The provisions of this Section shall survive the termination hereof.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take, by eminent domain proceeding, any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon this Agreement shall be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

14. Notices. Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally or by email; (b) one (1) Business Day after deposit with a recognized overnight courier; or (c) two (2) Business

Days after deposit in the U.S. mail.

If to Seller:

Al Hadeed
Flagler County Attorney
1769 E. Moody Boulevard, Building 2
Bunnell, Florida 32110
Telephone: 386-313-4005
Email: ahadeed@flaglercounty.org

If to Purchaser:

Braham Logan Crane
13 Cordoba Court
Palm Coast, Florida 32137
Telephone: (610) 348-7577
Email: Braham@ashproductions.com

If to Escrow Agent:

Coast Title Insurance Agency, Inc.
15 Cypress Branch Way, Suite 203
Palm Coast, Florida 32164
Telephone: (386) 445-2100
Email: Amanda@coast-title.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. Covenants; Preclosing Rights and Obligations of Seller.

- a. From the Effective Date of this Agreement until the Closing Date, Seller shall:
 - i. Not take any action which will adversely affect title to the Property;
 - ii. Notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in full to Purchaser;
 - iii. Not apply for or otherwise attempt to effectuate any rezoning of the Property unless Purchaser has previously consented in writing;
 - iv. Not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing; or
 - v. Not enter into any service contracts which survive the Closing, unless Purchaser has previously consented in writing.
- b. Whenever in this Agreement Seller is required to obtain Purchaser's approval with

respect to any transaction described therein, Purchaser shall, within five (5) days after receipt of Seller's request therefor, notify Seller of its approval or disapproval of same and, if Purchaser fails to notify Seller of its disapproval within said five (5) day period, Purchaser shall be deemed to have approved same.

c. If the Property, or any portion thereof, is rented, then Seller shall deliver to Purchaser, at least ten (10) days before Closing, copies of any written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. Seller shall, at Closing, deliver and assign all original leases to Purchaser.

d. The provisions of this Paragraph 15 shall survive the Closing.

16. Warranties, Representations and Disclosures of Seller.

a. Seller makes only the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

- i. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property, subject only to Permitted Encumbrances and any other matter permitted by the terms of this Agreement.
- ii. No Notice of Violation. Seller has not received any written notice of any violations of law, or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department, agency or bureau or any other governmental authority having jurisdiction over the Property with respect to the Property, except such notices as have been disclosed in writing to Purchaser.
- iii. Assessment Proceedings. There are no proceedings pending to reduce the assessment of the Property for real estate tax purposes.
- iv. Agreements. As of the Effective Date, there are no options, contracts or rights of any third parties affecting the Property in any manner whatsoever except as specifically set forth herein, nor shall there be any such leases, options, contracts or right of third parties granted during the term of this Agreement without the prior written consent of the Purchaser except as may be liens that will be removed by payment by Seller on or before Closing.
- v. Condition of the Structure and Improvements. There are no warranties or representations about the condition of the building or improvements on the Property. The Purchaser is buying the Property based on its inspection alone. Purchaser assumes sole responsibility for any patent or latent conditions of the building and improvements.

b. It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without

any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this Paragraph, the Earnest Money Deposit shall be immediately returned to Purchaser.

17. Warranties and Representations of Purchaser.

a. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing:

- i. Good Faith. Purchaser shall use reasonable diligent effort in good faith to inspect the Property in an expeditious manner so as to determine as quickly as possible whether the Property is suitable to the Purchaser.
- ii. Authorization and Validity. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

b. It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

18. Purchaser's Conditions Precedent.

a. The following are conditions precedent to Purchaser's obligations to close this transaction:

- i. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property as provided in Paragraph 7 above.
- ii. Document Delivery. Seller shall have executed and delivered to Purchaser all of the documents required of Seller under this Agreement, including but not limited to an acceptable Warranty Deed, the Seller's Affidavit sufficient and acceptable to the Closing Agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession, and the IRC Section 1445 requirements.
- iii. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.
- iv. Truth of Representations and Warranties. All of Seller's representations and

warranties set forth in Paragraphs 15 and 16 of this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

b. Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonable diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be immediately returned to Purchaser.

19. Seller's Conditions Precedent.

a. The following are conditions precedent to Seller's obligation to close this Transaction:

- i. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.
- ii. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.
- iii. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.
- iv. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

b. Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonable diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this Paragraph, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

20. Brokers. Seller shall be responsible for the payment of a commission at Closing equal to six percent (6%) of the Purchase Price to Culver Realty and Property Management LLC. Seller shall not responsible to any other party for any other real estate commission for the sale of the Property. Each party agrees to indemnify, defend and hold harmless the other from and against any claims brought by any brokerage firm or individual alleging that they are entitled to a

commission arising from this transaction.

21. Miscellaneous.

a. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other. Any assignment without such written consent shall be void and shall not act to release the assigning party from its duties and obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

b. Assignability. Purchaser shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder or any of the direct or indirect ownership interests in Purchaser, without first obtaining Seller's consent thereto; *provided, however*, that the Purchaser named herein shall have the right to assign this Agreement to a **Controlled Affiliate** (as defined below) without the consent of Seller. "Controlled Affiliate" shall mean any entity (i) in which the day-to-day management is controlled directly or indirectly by Purchaser and (ii) not less than 10% of the beneficial interests in the entity are owned, directly or indirectly, by Purchaser as of the date of the assignment and the Closing Date. "**Controlled by**" means the power and authority to direct the business and affairs of the assignee by reason of (x) being a managing or co-managing member or partner of such assignee, (y) the ownership of a majority of the beneficial interests in such assignee, or (z) by contract or otherwise. Any such assignment shall be conditioned upon Purchaser delivering to Seller an executed original of the assignment and assumption agreement wherein the assignee assumes all of the obligations of the Purchaser named herein and proof reasonably satisfactory to Seller that the assignee constitutes a Controlled Affiliate. An assignment or transfer of this Agreement shall not relieve the Purchaser named herein of any of its obligations hereunder which accrued prior to the date of such assignment.

c. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

d. 1031 Exchange. If either party wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("**Exchange**"), the other party agrees to cooperate, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

e. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This Agreement is not contingent upon the existence of radon gas.

f. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon the existence of mold or upon testing for the

existence of toxic mold.

g. Risk of Loss. If a structure exists on the Property and is damaged substantially prior to Closing and the cost of restoration does not exceed 1.5% of the Purchase Price of the Property so damaged, the Seller shall repair the structure at Seller's expense and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds 1.5% of the Purchase Price of the Property, Purchaser shall either take the Property as is, together with either the 1.5% difference paid or to be paid by Seller or credited at Closing, and any insurance proceeds payable by virtue of such loss or damage, or cancel the Agreement and receive a refund of the Earnest Money Deposit.

h. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach

i. Severability. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

j. Florida Contract. This Agreement shall be deemed a Florida contract and construed solely according to the laws of the State of Florida, regardless whether this Agreement is being executed by any of the Parties hereto in other states or otherwise. The proper and exclusive venue and jurisdiction for any action concerning this Agreement shall be the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

k. Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, epidemic, pandemic, including, without limitation COVID-19, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure to delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but not later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All dates and deadlines under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend sixty (60) days, the other Party may then terminate this Agreement by written notice to the non-performing Party, with the consequences of such termination being the return of the Earnest Money Deposit to Purchaser and the release of the parties from any further rights, liabilities or obligations hereunder.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

PURCHASER:

SELLER:

Flagler County

By: _____
Braham Logan Crane (Date)

By: _____
David C. Sullivan (Date)
Chair, Flagler County Commission

Attest:

By: _____
Tom Bexley (Date)
Flagler County Clerk of Courts and Comptroller

Approved as to Legal Form:

By: _____
Al Hadeed _____ (Date)
Flagler County Attorney

Exhibit A
DESCRIPTION OF REAL PROPERTY

Lot 2, PARKWAY WEST BUSINESS PARK, according to the plat thereof, recorded in Plat Book 31, Page(s) 34 and 35, of the Public Records of FLAGLER County, Florida

CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

On this ___ day of April, 2020 (the “Conditionally Effective Date”) this Conditional Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and among Flagler County, a political subdivision of the State of Florida (“County”), Margaret Sheehan-Jones (“Sheehan-Jones”) and Parkside Realty Group, LLC (“Parkside”), subject to satisfaction of all conditions specified in this Agreement below. The County, Sheehan-Jones and Parkside will from time to time hereinafter be referred to as “Party” or “Parties”.

RECITALS

- A. On November 19, 2018 the County and the Darnell Group, Inc., a Florida Corporation (“Darnell”) entered into an Option Agreement for Sale and Purchase wherein the County agreed to purchase and Darnell agreed to sell certain real property located in Flagler County, Florida, commonly known as 4888 Palm Coast Parkway NW, Palm Coast, Florida 32137, and more particularly described as:

Lot 2, PARKWAY WEST BUSINESS PARK, according to the plat thereof, recorded in Plat Book 31, Page(s) 34 and 35, of the Public Records of FLAGLER COUNTY, Florida

(the “Property”);
- B. During the Due Diligence Period, as defined in Section 9(a) of the Option Contract the County engaged Universal Engineering Services, Inc. (“Universal”) to conduct inspections of the Property;
- C. On March 29, 2019 the County and Darnell closed on the Option Contract and the County acquired title to the Property;
- D. After the closing of the Option Contract, the County discovered damage to the roof system and rain gutters and significant water intrusion and damages that rendered the Property unsuitable for the County’s intended use (the “Damage”);
- E. As a result of the Damage, the County put Darnell, Universal, Sheehan-Jones and Parkside on formal notice of its intention to pursue claims against each of them individually and all of them jointly and severally for the Damage and the condition of the Property (the “Claims”);
- F. After sending notice of the Claims, the County notified Darnell, Universal, Sheehan-Jones and Parkside and their respective insurers that the County desired to enter into pre-suit mediation to resolve the damage issues. The County invited those receiving notice to propose singularly or collectively a resolution that could include a sale of the building. Subsequent to the notice Sheehan-Jones and Parkside, they entered into good faith

discussions to settle the Claims in accordance with the County's communications by letter and by reports made at the County Commission meetings to seek pre-suit resolution.

- G. In furtherance thereof Sheehan-Jones and Parkside agreed to use their expertise, contacts and experience in the marketing and sale of commercial real estate to procure a buyer for the Property to allow the County to mitigate its damages and losses;
- H. In exchange for the Sheehan-Jones and Parkside in finding a buyer for the Property the County and the buyer closing on the Property, the County and Sheehan-Jones and Parkside agree to mutually release each other from all claims of any kind and from the Damage, the Claims, the Option Contract and the Property;
- I. As a result of Sheehan-Jones and Parkside's efforts, the County and Braham Logan Crane ("Crane") entered into a Real Property Purchase and Sale Agreement to be considered at the April 20, 2020 meeting of the Board of County Commissioners (the "Crane Contract") wherein Crane agrees to purchase and the County agrees to sell the Property (the "Crane Contract");
- J. Upon completion of the closing of the Crane Contract the County, Sheehan-Jones, and Parkside, subject to a mutually acceptable release instrument, unconditionally release each other from any and all liability related to the Damage, the Claims, the Option Contract and the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

AGREEMENT

1. The introductory paragraphs, Recitals and defined terms set forth above are incorporated herein by this reference.
2. The provisions of this conditional Settlement Agreement and Release of Claims will not become effective until the closing of the Crane Contract as evidenced by the date of the deed recorded in the Official Records of Flagler County, Florida in which the County conveys the Property to Crane or his successors or assigns and the execution of mutually agreed release (the "Effective Date"). On the Effective Date, the County and Sheehan-Jones and Parkside waive, discharge and fully release each other, and each of them, and all of their respective officers, directors, employees, agents, attorneys, and representatives from any and all liability for past and present claims, demands, actions, causes of action, costs, attorney's fees, disputes, and debts arising out of or relating to the Damage, the Claims, the Option Contract or the Property.

3. Nothing in this Agreement shall be construed as an admission of liability by Sheehan-Jones, Parkside or the County; rather, Sheehan-Jones, Parkside and the County are resolving all matters arising out of the Damage, the Claims, the Option Contract and the Property as to which the Parties each deny any liability.
4. Nothing in this Agreement shall be construed as a release or waiver of liability by the County in favor of Darnell, Universal, or any other entity, or to otherwise impair the County's ability to continue to pursue claims for damages and any other relief for the Damages, the Claims, the Option Contract or the Property against Darnell, Universal, or any other entity. The Parties agree that there are no third party beneficiary rights conferred by this conditional Settlement Agreement and Release of Claims.
5. The Parties agree to use their best efforts to carry out the terms of this Agreement.
6. This Agreement shall constitute the entire integrated agreement of the Parties hereto. It is subject to the condition that the Contract for the sale of the Property closes and the entry of a mutual release. No prior draft or contemporaneous communications, oral or written, shall be relevant or admissible for the purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
7. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all which together shall constitute a single instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail shall have the same force and effect as the original signature.
8. This Agreement is being executed by Sheehan-Jones, the Manager of Parkside, and the Chairman of the Flagler County Board of County Commissioners; and each of the signatories represents that he or she is authorized to execute this Agreement on behalf of those Parties.
9. The Parties agree that this Agreement has been negotiated and executed in the State of Florida and shall be interpreted and applied under the laws of the State of Florida and shall be construed as if drafted by the Parties jointly.
10. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties hereto.
11. Any required notices to any of the Parties shall be given by delivery in person or by United States certified first class mail, to the Parties counsel as follows:

To the County:
Al Hadeed
Flagler County Attorney
1769 E. Moody Boulevard, Building 2
Bunnell, Florida 32110
Email: ahadeed@flaglercounty.org

To Sheehan-Jones and Parkside:
Parkside Realty Group LLC
145 City Place, Suite 104
Palm Coast, Florida 32164
Email: margaret@margaretsheehan.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Flagler County

By: _____
Margaret Sheehan-Jones (Date)

By: _____
David C. Sullivan (Date)
Chair, Flagler County Commission

Parkside Realty Group, LLC
A Florida limited liability company

Attest:

By: _____
Shirlyn A. Perkovich (Date)

By: _____
Tom Bexley (Date)
Flagler County Clerk of Courts and
Comptroller

Approved as to Legal Form:

By: _____
Al Hadeed (Date)
Flagler County Attorney