

Project: Brendan R. Hessler to City of Ocala
Parcel No. #29170-000-01

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is entered into on the _____ day of _____, _____, by and between:

Brendan Ronald Hessler, whose mailing address is: 1524 SE 18th Avenue Ocala, FL, 34471, hereinafter called the ("Seller")¹ and the City of Ocala, Florida, a Florida municipal corporation, whose mailing address is: 1805 NE 30th Ave Building 700 Ocala FL 34470, hereinafter called the ("Buyer")¹.

NOW THEREFORE, in consideration of the mutual promises contained herein, and under the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BUYER** and **SELLER** agree as follows:

1. **Sale and Purchase.** **SELLER** agrees to sell, and **BUYER** agrees to buy, the following real property ("**PROPERTY**") located in Marion County, Florida, and described as follows:

Marion County Parcel: #29170-000-01

Legal Description: See Exhibit "A"

And all improvements to and structures in and on such **PROPERTY**.

2. **Purchase Price.** The purchase price shall be \$239,000.00 payable at closing.

3. **TIME FOR ACCEPTANCE AND CONTINGENCIES.** **THIS AGREEMENT IS CONTINGENT AND NOT BINDING UPON BUYER UNTIL RATIFIED AND ACCEPTED BY OCALA CITY COUNCIL, SIGNED BY ITS PRESIDENT, AND ATTESTED BY THE CITY CLERK, WITHIN 60 DAYS OF EXECUTION OF THIS AGREEMENT BY SELLER. IF NOT SO RATIFIED AND ACCEPTED WITHIN SUCH TIME PERIOD, THIS AGREEMENT SHALL BE DEEMED REJECTED BY BUYER AND OF NO FURTHER EFFECT. SELLER ACKNOWLEDGES AND AGREES THAT THIS PROVISION CANNOT BE WAIVED BY BUYER OR ANY AGENT OF BUYER.**

4. **Closing.**

a. **Date.** Closing shall be held at the Stewart Title, 1727 E. Fort King Street Ocala, FL 34471 on or before 120 days after the effective date, pursuant to Paragraph 3.

¹Wherever the context so admits or requires, the terms "Seller" and "Buyer" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns for individuals, and the successors and assigns of corporations.

b. Documents and Payments at the Closing. **SELLER** shall execute and deliver to **BUYER**: a statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of **SELLER** with statutory warranty of title; an absolute bill of sale for the any personal property with warranty of title; a construction lien affidavit; assignments of Leases; tenant and mortgagee estoppel letters; and corrective instruments. **BUYER** shall furnish a closing statement and pay the purchase price.

5. Representations and Obligations of Seller. **SELLER** represents and agrees as follows:

a. **SELLER** holds marketable, record fee simple title to the **PROPERTY**, and is the sole owner of and has good right, title, and authority to convey and transfer all of the **PROPERTY**, free and clear of all liens and encumbrances, excepting only taxes which are not due and payable.

b. **SELLER** shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications specified in this **AGREEMENT**. Marketable title shall be determined according to applicable Title Standards adopted by the Florida Bar. If title is found defective, **BUYER** shall, prior to closing, notify **SELLER** in writing specifying the defects. If the defects render title unmarketable, **SELLER** shall have one hundred and twenty (120) days (or such longer period as provided by **BUYER**) from receipt of notice within which to remove the defects failing which **BUYER** shall have the option of either accepting the title as it then is or canceling this **AGREEMENT**. **SELLER** shall, if title is found unmarketable, use diligent efforts to correct defects in the title within the time provided therefore, including the bringing of necessary suits. If **SELLER** is unable to timely correct the defects, **BUYER** shall either waive the defects or cancel this **AGREEMENT**.

c. From the date of execution of this Agreement through the closing, Seller shall exercise diligent care in protecting the Property against waste or destruction of any kind and shall not do or permit anything to be done to permit or cause any liens, encumbrances, liabilities, debts, or obligations on the Property except as exist as of the date of Seller's execution of this Agreement.

d. There are no facts know to Seller materially affecting the value of the Property which are not readily observable by Buyer, or which have not been disclosed to Buyer.

6. Prorations. Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Property shall be prorated through the date of the closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by any mortgagee shall be credited to Seller. If closing occurs at a date or under circumstances where the current year's millage is not yet fixed, or the current year's assessments are otherwise unavailable, taxes will be prorated based on prior year's tax. A tax proration based upon an estimate shall, at request of either party, be readjusted upon receipt of a tax bill if a statement to that effect is signed at closing.

7. Risk of Loss. If the Property is damaged by fire or other casualty before closing, Buyer shall have the option of either taking the Property as is, together with any insurance proceeds payable by virtue of

such loss or damage, or of canceling this Agreement.

8. **Expenses.** BUYER shall pay for title insurance and for recording of the deed. SELLER shall pay all costs necessary to cure or satisfy any title defects, liens, or encumbrances and the costs of recording any corrective instruments.

9. **Brokerage Commissions.** Seller represents that it has not listed the Property with any real estate broker. Each party represents to the other that no real estate brokers, salespersons, agents, or finder fees are involved in this transaction, and each party agrees to indemnify and hold harmless the other party from and against any claims by real estate brokers or other persons claiming by, through or under them.

10. **Time of the Essence.** Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or within a specified date.

11. **Attorney's Fees and Costs.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees whether incurred in trial, appellate, post-judgment or Bankruptcy proceeding.

12. **Entire Agreement.** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the PROPERTY other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this AGREEMENT shall be binding upon BUYER or SELLER unless in writing and signed by both BUYER and SELLER.

SIGNATURES ON FOLLOWING PAGE

Project: Brendan R. Hessler to City of Ocala
Parcel No. #29170-000-01

SELLER(S)

Brendan Ronald Hessler

 Date 12/18/24

BUYER(S)

City of Ocala

_____ Date _____
Barry Mansfield, as City Council President

APPROVED BY:

This Contract is ratified and accepted by
Ocala City Council on _____

ATTEST:

Angel B. Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Sexton, City Attorney

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EXHIBIT "A"

COM 54.546 CHS W & 400 FT N FROM THE SE COR ALVAREZ GRANT TH
N 274 FT E 196 FT S 274 FT W 196 FT TO THE POB &
COM 54.546 CHS W & 400 FT N FROM THE SE COR ALVAREZ GRANT TO
THE POB TH N 274 FT TH W 8.9 FT TH S 274 FT TH E 8.9 FT TO THE POB
EXC W 40 FT OF S 15 FT THEREOF
EXC N 162.77 FT THEREOF

Parent Parcel 29170-000-00