

RESOLUTION NO. 2026-_____

RE: A RESOLUTION TO APPROVE THE ACQUISITION OF 148 MYAKKA DRIVE VENICE BY A CONDITIONAL GRANT FROM THE RESILIENT SRQ VOLUNTARY BUYOUT PROGRAM; AUTHORIZING THE CHAIR OR VICE CHAIR TO APPROVE THE ACQUISITION OF REAL PROPERTY; PROVIDING THE CHAIR OR VICE CHAIR, COUNTY ADMINISTRATOR OR DESIGNATED STAFF TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE CLOSING; TO EXTEND TIME PERIODS, AND TO COMPLETE DUE DILIGENCE INVESTIGATIONS; TO EXECUTE AND RECORD A RESTRICTIVE COVENANT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, Sarasota County (“County”), through its Resilient SRQ program, administers a Voluntary Buyout Program (“Program”) funded by the U.S. Department of Housing and Urban Development’s Community Development Block Grant – Disaster Recovery (CDBG-DR) award, which is intended to mitigate future flood risk by acquiring properties impacted by Hurricane Ian in flood-prone areas; and

WHEREAS, on October 22, 2024, the Board of County Commissioners approved the eligibility and scoring criteria for the Program, and applications were accepted from February 28, 2025, through April 30, 2025; and

WHEREAS, on July 9, 2025, the Board approved selected applications for the Program, including an application submitted by Sarasota County on behalf of the owner of the property located at 148 Myakka Drive, Venice, Florida, for a conditional grant award in the total amount of \$338,300.00, consisting of \$247,771.00 for acquisition of the property and \$90,529.00 for demolition and return-to-green-space costs; and

WHEREAS, upon acquisition of the property, the County’s Stormwater Division will demolish the existing structure and restore the site to open green space, and the property will be subject to development restrictions in perpetuity in accordance with Program open space, floodplain, and wetland management requirements, as documented in the CDBG-DR Restrictive Covenant instrument to be recorded in the public records;

NOW, THEREFORE, BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, IN PUBLIC MEETING ASSEMBLED:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

- A. On July 9, 2025, the Board selected and instructed staff to move forward with an application to acquire real property located at 148 Myakka Drive, Venice, Florida (“Property”) through the Resilient SRQ Voluntary Buyout Program.
- B. The seller has reviewed and executed a Purchase and Sale Contract for the Property (“Contract”), in the form attached as Exhibit “1” to this Resolution.
- C. The Sarasota County Board of County Commissioners does hereby approve the Contract and authorizes the Chair to execute the contract on behalf of the Board.

SECTION 2. AUTHORITY TO COMPLETE THE PURCHASE AND EXECUTE CLOSING DOCUMENTS.

The Board authorizes the Chair, Vice Chair, officers, attorneys, County Administrator and other agents or employees of the County to perform duties and tasks required of them by this Resolution, the Contract, and CDBG-DR Program requirements for full punctual and complete performance of all of the terms, covenants and agreements contained in said documents. The Chair, Vice-Chair, officers, attorneys and County Administrator or designee are hereby authorized and directed to execute and deliver any and all documents and instruments, extend time periods to complete due diligence investigations or to close the transaction, and cause to be done, all duties and tasks necessary for carrying out the transaction contemplated by this Resolution and upon closing the transaction execute and record a CDBG-DR Restrictive Covenant instrument in substantially the same form as it exists attached hereto as Exhibit “2”.

SECTION 3. APPLICABILITY AND EFFECTIVE DATE.

This Resolution shall be liberally construed to effect the purposes hereof and shall take effect immediately upon its adoption in accordance with applicable law.

(This area intentionally left blank. Signature Page to follow.)

PASSED AND DULY ADOPTED THIS ____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

BY: _____
CHAIR

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court, Ex-Officio Clerk of The
Board of County Commissioners

BY: _____
DEPUTY CLERK

EXHIBIT 1
Contract for Sale and Purchase

CONTRACT NO. _____

BCC APPROVED: _____

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT (the "Contract") is made and entered into on the day and year set forth below by [REDACTED] joined by [REDACTED], her husband, with a mailing address of [REDACTED] referred to herein as "Seller" and SARASOTA COUNTY, a political subdivision of the State of Florida, with an address of 1660 Ringling Blvd Sarasota, Florida 34236, referred to herein as "County" or "Buyer". Seller and County may together be referred to as the "Parties".

RECITALS

WHEREAS, Resilient SRQ administrates a Voluntary Buyout Program ("Program") as part of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant – Disaster Recovery grant (CDBG-DR) awarded to the County; and,

WHEREAS, Seller submitted an application to participate in the Program; and,

WHEREAS, on July 9, 2025, the Sarasota Board of County Commissioner's authorized Resilient SRQ to move forward with the acquisition of Seller's property under and pursuant to the terms of the Program.

NOW THEREFORE, for and in consideration of the payment of ten (10) dollars and the mutual promises set forth below, the Parties agree as follows:

1. **PROPERTY**. Seller agrees to sell and County agrees to buy on the terms and conditions hereinafter set forth, that real property located at 148 Myakka Drive, Venice, FL 34293, also known as Parcel Identification Numbers (PID) #0787150060 and (PID) #0787150038, in Sarasota County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, consisting of approximately 0.185 acres including the boat slip, more or less, together with all improvements, located thereon, all of which is hereinafter referred to as the "Property".

2. **PURCHASE PRICE**. The "Purchase Price" for the Property shall be TWO HUNDRED AND FORTY-SEVEN THOUSAND, SEVEN HUNDRED AND SEVENTY-ONE and no/100 DOLLARS (\$247,771.00) payable at closing by wire transfer.

3. **EFFECTIVE DATE**. The "Effective Date" shall be the date on which the County or Seller, whichever signs last, signs this Contract subject to the limitations set forth herein.

4. **TITLE INSURANCE.** This Contract is subject to County obtaining within seventy-five (75) days from the Effective Date, at County's expense, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to County, upon recording of the deed to County, title insurance policy in the amount of the Purchase Price, insuring County's title to Property, subject only to liens, encumbrances, exceptions or qualifications set forth in the Contract and those which shall be discharged by Seller at or before closing.

5. **DEFECTS IN TITLE.** Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to current applicable Title Standards adopted by authority of the Florida Bar. County shall have one hundred (100) days from the Effective Date to notify Seller in writing specifying defects. If the defects render title unmarketable, Seller will have fifteen days (15) days from receipt of notice within which to remove the defects (the "Title Cure Period"), failing which County shall have the option of either accepting the title as it is then or terminating this Contract, whereupon County and Seller shall release one another of all further obligations under the Contract provided, however, that if Seller is using diligent effort as required below, then Seller, at its option, may extend the time to cure any defects by a period of up to thirty (30) days upon written notice to County delivered prior to the expiration of the Cure Period. Additional thirty (30) day extensions of the Title Cure Period may be reasonably considered if agreed upon by both Parties. County shall have the option, exercisable within ten (10) days of receipt of Seller's written notice of its unwillingness or inability to cure the defects, of either accepting title with existing defects or electing to terminate this Contract. If County elects to terminate the Contract, County and Seller shall be released of all further obligations to each other under the Contract.

6. **CLOSING DATE.** Subject to County completing its title examination and satisfactorily completing its other due diligence investigations as provided in this Contract, this transaction shall be closed and the deed and other closing documents delivered on or before one hundred twenty (120) days from the Effective Date (the "Closing"), or twenty (20) business days after any Cure Period or deadline extension provided herein, if later, unless extended in writing by mutual agreement of the Parties. At Closing, Seller will deliver possession of the Property to County, free of all trash and debris. Between the Effective Date and the Closing, Seller covenants and warrants that Seller will keep the Property in substantially the same condition as it exists on the Effective Date. Seller further covenants to keep the Property in good, safe and sanitary condition prior to closing. Seller shall bear the risk of loss prior to the Closing.

7. **PLACE OF CLOSING.** Closing shall be held at the Office of the County Attorney, 1001 Sarasota Center Boulevard, Sarasota, Florida 34240 or at a place designated by County. County shall select a closing agent for this transaction.

8. **DOCUMENTS FOR CLOSING.** County shall prepare and Seller shall execute closing documents consisting of a full warranty deed, bill of sale, mortgagee estoppels letters, closing statement, corrective instruments, Seller's affidavit, and any other documents deemed necessary by County to close the transaction and convey good marketable title. County shall furnish the closing statement. Within ten (10) days of the Effective Date, Seller agrees at its

expense, to deliver any and all existing and available copies that are available to the Seller of surveys, engineering documents, plans that show the location of existing utility lines, title policies, permits, existing leases on the Property, all submitted rezoning petitions or rezoning request and development plans submitted to or approved by the appropriate governmental agencies having jurisdictions over the Property, all investigations and reports completed on the Property and “as built” drawings in Seller’s possession to County.

9. **EXPENSES.** The Seller shall pay the recording fee for the warranty deed, the documentary stamp taxes on the deed, and any recording charges for corrective instruments, or instruments needed to clear title. The County shall pay the costs of the title insurance premium required to obtain the owner’s policy, the title search fee, the municipal lien search fee, closing fee, and costs of its investigations. The Purchase Price and any other stated consideration being given by County hereunder constitutes the total consideration to be paid to Seller in connection with the acquisition of the Property and any consequences or impacts incurred by Seller in connection therewith, including, without limitation, any severance damages, loss of business damages or impacts or costs to Seller or any person affiliated with Seller. Seller and County warrant to each other that they have not dealt with any real estate broker, agent, salesperson or third person in connection with the purchase and sale of the Property in a manner that would cause a brokerage commission to be due except as noted below. Seller agrees to indemnify, defend and hold harmless County from any claims and demands of any real estate broker, agent, salesperson or finder claiming to have dealt with Seller in connection with this purchase and sale. County is not responsible for any of the Seller’s attorney fees for settlement/contract negotiations and transfer of the Property.

10. **RESTRICTIONS, EASEMENTS, LIMITATIONS.** Seller shall convey the Property to County by warranty deed, free and clear of all liens, subject only to easements for power lines, utilities, roads, canals and drainage, and restrictions and encumbrances of record including but not limited to zoning, restrictions, prohibitions and other requirements imposed by governmental authority. If any easements, restrictions and encumbrances exist on the Property, the County has one hundred (100) days from the Effective Date to review the same and to notify the Seller of any defects in title. In the event County does not approve any said easement, restriction or encumbrance the County shall notify the Seller of its election to terminate the Contract; otherwise, this condition shall be deemed to have been satisfied.

11. **SURVEY.** County shall, at County’s expense, have a survey of the Property prepared within seventy-five (75) days from the Effective Date. The County shall have one hundred (100) days from the Effective Date to review and notify the Seller of defects. If the survey shows encroachments on the Property or that improvements located on the Property encroach on setback lines, easements, lands of others or violate any restrictions or regulations affecting the Property, the same shall constitute a title defect under the provisions of Paragraph 5 above and Seller shall have the same opportunity to cure any such defect as is provided for in Paragraph 5.

12. COUNTY'S RIGHT TO INVESTIGATE. County shall have the right to make such legal, factual and other inquiries and investigations as County deems necessary, desirable and appropriate with respect to the Property. Such inquiries and investigations shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, all improvements including buildings, the pool and wastewater treatment plant inspections, verification that field elevations and subsurface soils are appropriate for the County's intended use of the Property, taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, any other state of facts which exists with respect to the Property, such state of facts as an accurate survey and inspection would show, and zoning ordinances, resolutions and regulations of the county and state where the Property is located. County will not damage the Property during its investigation or testing and shall, upon completion thereof, restore the Property to its condition prior to such investigations or testing. County shall have the option to terminate the Contract if in County's sole opinion the results of the investigations and inquiries are not acceptable. County shall notify Seller within one hundred (100) days from the Effective Date hereof of its election to terminate the Contract; otherwise, this condition shall be deemed to have been satisfied. County agrees to notify Seller promptly of any defects, trash or debris, or conditions as set forth in this Contract, and any defects or conditions for which notice is not given within one hundred (100) days from the effective date shall be deemed accepted and waived. Notwithstanding anything else to the contrary contained herein, the County's rights to the environmental assessment(s) provided in Section 17 below are in addition to all other inquiries and/or investigations and the timeframes contained Section 17 will control over all other timeframes with respect to the matters set forth in Section 17.

13. TIME. Time is of the essence for this Contract. Time periods herein which shall end on Saturdays, Sundays or legal holidays shall extend to 5:00 p.m. of the next business day.

14. PUBLIC DISCLOSURE. Pursuant to Section 286.23, Florida Statutes Seller shall provide an executed Beneficial Interest and Disclosure Affidavit a copy of which is attached hereto as **Exhibit "B"**. Seller shall provide such Affidavit not later than Seller's execution of this Contract.

15. WARRANTIES.

a. Seller hereby warrants and represents to the best of its knowledge that the Property does not contain any hazardous substances, as defined hereinafter in excess of allowable limits under either federal or state law. As used herein, the term "hazardous substance" includes but is not limited to, any material, substance, waste, or similar term which is defined as a hazardous material under the laws of the State of Florida; the Federal Water Pollution Control Act (33 USC 1251, et seq.); the Federal Resource Conservation and Recovery Act (RCRA) (42 USC 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) and (SARA) (42 USC 9601, et seq.); the Federal Toxic Substances Control Act (15 USC 2622); or any rule or regulation of the Environmental Protection

Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Property. Seller agrees to indemnify County and hold County harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, cost of any settlement or judgment in claims of any and every kind, about which Seller has knowledge, whatsoever paid, incurred or suffered by, or asserted against County by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, discharging or release of any hazardous substance, stored on the Property including any such loss or liability or costs of cleanup arising under any governmental regulation imposed by any federal, state, or local agency or unit of government. As a condition of this indemnification, County agrees that in the event County's legal counsel becomes aware of any claim or potential claim against County which would give rise to a claim by County against Seller under the foregoing warranties or indemnification, County shall give notice in writing to Seller outlining the details of such claim or potential claim, such notice to be mailed by certified mail, return receipt requested, such notice to be given within a reasonable time after County's legal counsel acquires notice of such claim or potential claim. Notwithstanding the foregoing, however, in the event County should be served with legal process in connection with any lawsuit filed against County which could give rise to a claim by County against Seller under this Contract, County shall promptly notify Seller of such fact, and shall provide Seller with a copy of the complaint or other documentation served within five (5) business days, excluding Saturdays, Sundays, and legal holidays, after receipt of such service by County. In the event that the success of any claim, action or suit would make Seller liable under the foregoing warranties or indemnification, County shall permit Seller to defend the same at Seller's expense, and County shall cooperate with Seller by making available such books, records and documents as Seller may reasonably require and by making County's employees available at reasonable times to confer with Seller and its representatives, and to give testimony, if requested by Seller, in any trial or proceeding. In the event that, after receiving notice of any such claim, action or suit Seller shall notify County that such claim, action or suit is not within the scope of the warranties or indemnification given by this Contract, then County may undertake the defense for itself or make additional arrangements with Seller.

b. Seller warrants and represents unto County that there will be no valid and outstanding leases affecting the Property as of the Closing Date with terms that extend past the Closing Date and no party other than Seller that has any rights to use or possession of the Property or any portion thereof as of the Closing Date. The Property shall be conveyed to County at Closing free and clear of any outstanding leases or rights in other parties to use or possess the Property. If any leases exist on the Property, Seller shall provide the County with copies of all leases within seven (7) days from the Effective Date. County shall have seventy-five (75) days from the Effective Date to review said leases. The County shall have one hundred (100) days from the effective date to review and notify Seller of any objections. If any leases are not acceptable to the County, Seller shall terminate all such leases and remove tenants from the Property prior to Closing. If Seller is unable to terminate any such leases

and remove such tenants from the Property prior to Closing, County has the option to terminate this Contract.

c. Seller warrants that as of the closing date Seller has no knowledge of any conditions on or of the Property which would result in a violation of any regulation, restriction, or condition imposed by any state, federal or local governmental agency or any easement, setback or instrument recorded in the public records, and that Seller has received no notice of any such violation.

16. CONDITIONS OF CLOSING.

a. Utilities. The Seller shall pay all utilities through the Closing.

b. Taxes. Tangible property taxes shall be paid in their entirety by Seller. Real property taxes shall be paid by Seller through the Closing or Seller shall deposit current year taxes in to escrow with the Sarasota County Tax Collector as provided in Section 196.295, Florida Statutes.

c. Liens. Seller shall furnish to County at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or liens known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding the Closing. Liens for special assessments shall be paid by Seller prior to the Closing or credited to County as hereinafter provided. The amount of a certified lien shall be discharged by Seller prior to the Closing, and Seller shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by County with an appropriate credit given to County against the Purchase Price. At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the party that is entitled to the adjustment. If liens are contested by Seller, the amount sufficient to fully discharge the lien shall be held in escrow at Closing until the lien is discharged of record.

17. ENVIRONMENTAL SITE ASSESSMENT. The County shall have the right to employ the services of a firm or firms to conduct a Phase I Environmental Site Assessment of the Property within seventy-five (75) days from the Effective Date. The County shall have one hundred (100) days from the Effective Date to review and notify the Seller of the existence of environmental issues. In the event the County determines that the Phase I Environmental Site Assessment warrants conducting a Phase II Environmental Site Assessment, County shall have the right to elect to conduct such Phase II Environmental Site Assessment and to also extend the closing of this Contract by up to an additional one hundred fifteen (115) days. Within one hundred (100) days from the Effective Date, the County shall provide such notice of its election of a Phase II Environmental Site Assessment and the extension of the closing date. Seller agrees to provide the County and its representatives with reasonable access to the Property to conduct all assessments. In the event either assessment indicates the presence of any hazardous substances on the Property in excess of any allowable limits set by local, state or federal law, then the County shall provide Seller

with notice and a copy of the assessment identifying the presence of the hazardous substance and thereafter Seller shall have fifteen (15) days from receipt of notice from the County to elect to remove all identified hazardous substance from the Property. The removal of such hazardous substances must occur within a time frame mutually agreed by the Parties and memorialized in an amendment to this Contract. If Seller declines to elect to remove the hazardous substances, declines to amend this Contract to provide the necessary time for the removal of such hazardous substances, or fails to timely remove the hazardous substances, then the County may terminate the Contract upon written notice to the Seller.

18. REPRESENTATIONS, WARRANTIES, COVENANTS AND CONTRACTS.

Seller represents, with the intent to induce County to enter into this Contract and to purchase the Property, and with the understanding that County is relying upon the accuracy of such representations and that this Contract is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and Contracts, failing which County shall have the right to terminate this Contract, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases including for oil and mineral rights, encumbrances, rights-of-way, easements and encroachments, except those that are not timely objected to by County.

(b) No person, firm or entity, other than County, has any rights in, or right to acquire, the Property or any part thereof or interest therein. As long as this Contract remains in force, Seller will not, without County's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof, nor any right therein.

(c) There are no parties in possession of any portion of the Property as lessees or tenants at sufferance or trespassers to Seller's actual knowledge, without imposing any duty of inquiry or investigation, there are no liens, leases, subleases, surface or subsurface use Contracts, or items or encumbrances affecting the Property, that will not be removed or subordinated prior to the Closing, except for those arising by, through and under this Contract.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanics' or materialman liens or claims filed against the Property, and Seller has received no written notices of any claims of non-payment or written notice of claims of liens by any contractors, subcontractors, suppliers, mechanics, materialman or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold County and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialman and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) To Seller's actual knowledge, without imposing any duty of inquiry or investigation, there are no pending liens or assessments presently on or affecting the Property.

(f) To Seller's actual knowledge, without imposing any duty of inquiry or investigation, there are no oil and gas exploration operations affecting the Property nor to the Seller's actual knowledge, without imposing any duty of inquiry or investigation, are any such operations contemplated by any person or entity whatsoever.

(g) There are no pending, or, to Seller's actual knowledge without imposing any duty of inquiry or investigation, no threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to Seller's knowledge, without imposing any duty of inquiry or investigation, does any governmental authority contemplate any such assessments or proceedings.

(h) There are no unpaid taxes, assessments or levies of any type whatsoever against the Property other than ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(i) To Seller's actual knowledge, without imposing any duty of inquiry or investigation, there are no pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting the Property which would in any way constitute a lien, claim or obligation of any kind against the Property. Seller agrees to indemnify and hold County harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising from any mortgages or tax liens and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof superior to the interest to be purchased by County.

(j) No commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon County or its successors or assigns to make any contribution or dedications of money or land or to construct, install or maintain any improvements of any public or private nature on or off the Property. To Seller's knowledge, without imposing any duty of inquiry or investigation, no governmental authority has imposed any requirements that any Seller of an interest in the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership of an interest in the Property or any part thereof, other than those that arise under the Deed. The provisions of this Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(k) From the Effective Date through the Closing, Seller shall promptly notify County of any material change with respect to the Property, of which Seller has actual knowledge, including specifically, but without limitation, any such change which would make any portion of this Contract, including, without limitation, the representations, warranties, covenants and Contracts contained in this Section, untrue or materially misleading.

(I) Seller is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code.

19. **SOIL BORING.** Within seventy-five (75) days from the Effective Date, County shall have the right to employ the services of a firm or firms to conduct a soil boring assessment. The County shall have one hundred (100) days from the Effective Date to review and notify the Seller of any issues. In the event any such report indicates that the Property is not sufficient to accommodate County's intended purposes, then County may terminate the Contract upon written notice to the Seller delivered within one hundred (100) days from the Effective Date.

20. **CULTURAL RESOURCES ASSESSMENT SURVEY.** Within seventy-five (75) days from the Effective Date, County and/or its representatives shall have the right to access and test the Property for the purpose of conducting a Cultural Resources Assessment Survey. The County shall have one hundred (100) days from the Effective Date to review and notify the Seller of any issues. Typical survey testing will include but not be limited to below surface testing every 25 meters, surface reconnaissance and photography. If a cultural resource is identified on the Property, County and/or its agents shall have the right to perform a complete evaluation of the resource. All data collected will remain the property of the County. Any artifacts collected during the survey will be collected and removed for study. If the Property is purchased, then the artifacts will remain the property of the County. If the Property is not purchased, then the artifacts will be returned to the Seller. In the event a significant resource is identified on the Property that would limit the County's ability to use the Property for its intended purpose, County may elect to terminate the Contract upon written notice to the Seller delivered within one hundred (100) days from the Effective Date.

21. **ACCESS.** Seller warrants that there is direct legal and actual physical access to the Property over public roads or valid, recorded easements that benefit the Property. In addition, it is a condition precedent to Closing that the County be able to obtain general public access to the Property.

22. **NOTICES.** Any notice given or required to be given in connection with this Contract shall be mailed postage paid or hand delivered to Seller, [REDACTED] AND [REDACTED] whose mailing address is [REDACTED], and emailed to [REDACTED] and to County, Attn: Manager, Property Management Division and Office of the County Attorney, 1001 Sarasota Center Boulevard, Sarasota, Florida 34240, or such other address as either party may direct in writing.

23. **BINDING CONTRACT.** The Contract shall be binding upon the successors, heirs and assigns, if assignment is permitted. The Contract cannot be assigned without mutual written approval by County and Seller.

24. **DEFAULT.** In the event either Party refuses, neglects or otherwise fails to carry out any terms of the Contract, the Contract may be terminated by the non-defaulting

Party upon ten (10) days' notice to the defaulting Party and a failure of the defaulting Party to cure the default, within such time.

25. FUNDING. County's obligations under this Contract are contingent upon (1) the Sarasota County Board of County Commissioners (the "Board") approving the purchase of the Property; and (2) the Board appropriating legally available funds for the purchase of this Property. If the Board elects not to approve the purchase of the Property and to provide a lawful funding appropriation as aforesaid either Party has the right to terminate this Contract and all obligations and responsibilities under this Contract shall be null and void.

26. EXECUTION BY COUNTY COMMISSION. Notwithstanding any action taken on the Contract by the Board, or any agent thereof, or County employee, the Contract shall not be enforceable against the County unless approved by the Board and executed by the Chair or Vice-Chair.

27. PROVISIONS TO SURVIVE CLOSING. The covenants, warranties and representations in the Contract shall survive the Closing.

28. NO THIRD-PARTY RIGHTS. The Parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

29. NO INTERPRETATION AGAINST DRAFTER. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who or through its agent prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Contract and that legal counsel was consulted by each Party (or opportunity for such legal consultation afforded to each party) before execution of this Contract.

30. FORCE MAJEURE.

a. If either Party hereto is prevented or delayed in the performance of any act or obligation required hereunder by reason of any event of Force Majeure, such inability or delay may be excused at any time during which compliance therewith is prevented or delayed by such event and during such period thereafter as may be reasonably necessary for the County or Seller to correct the adverse effects of such event of Force Majeure. An event of "Force Majeure" shall mean any of the following events or circumstances to the extent that they delay the County or Seller from performing any of its obligations under this Contract:

i. Acts of God, tornadoes, hurricanes, fires, floods, sinkholes, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather or other natural disaster;

ii. Strikes, work stoppages, malicious injury, lock-outs, or other labor issues unless caused by a negligent act or omission of either party; and

iii. Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockages, riots, insurrection, civil disturbances, or national or international calamities, or other reason of like nature not the fault of the party in performing under this Contract.

b. In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure.

c. Then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds six months, then the Party entitled to such performance shall have the option to terminate this Contract.

31. CASUALTY LOSS. As used herein, the term “Casualty Loss” shall mean any destruction by fire, storm, or other casualty or any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Property or portion thereof, in each case prior to Closing. Seller shall promptly give County written notice (“Casualty Notice”) of any Casualty Loss of which Seller becomes aware. County shall have the option, which must be exercised within 10 days after its receipt of the Casualty Notice, to terminate this Contract or to proceed with the Closing. If County elects to terminate this Contract, all rights, duties, obligations, and liabilities created hereunder shall cease. If County elects to proceed with Closing, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to County all unpaid insurance proceeds, claims, awards, and other payments arising out of such Casualty Loss and pay to County all sums paid to Seller as insurance proceeds, awards, or other payments arising out of such Casualty Loss. Seller shall not voluntarily compromise, settle, or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of County.

32. COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall be considered one contract.

33. AUTHORIZATION. If Seller is an entity, the execution, delivery, and performance of the Contract by Seller has been duly authorized by proper action in accordance with the entity’s governing documents.

34. ENTIRE CONTRACT. This Contract contains the entire Contract and understanding between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous Contracts, representations, and understandings of the Parties. No supplement, modification or amendment to this Contract will be binding unless executed in writing by both Seller and County.

35. 1031 LIKE-KIND TAX FREE EXCHANGE. Seller may desire to effectuate a like-kind exchange (“Exchange”) under Section 1031 of the Internal Revenue Code in connection with this sale of the Property. County agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Purchase Price; (2) the Exchange will not delay or otherwise adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by County resulting from, or in connection with, the Exchange; (4) all documents to be executed by County in connection with the Exchange must be subject to the approval of County, which approval shall not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification, “County is acting solely as an accommodating party to the Exchange, County will have no liability with respect to it, and is making no representation or warranty that the transaction qualifies as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws”; and (5) in no event must County be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless County from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Contract in connection with the Exchange or County’s cooperation with Seller to effectuate the Exchange. Seller acknowledges that County has made no representations or warranties concerning the tax consequences or effect of the Exchange.

36. ANTI-HUMAN TRAFFICKING COMPLIANCE. Pursuant to Section 787.06, Florida Statutes, if the Seller is a non-governmental entity, the Seller must provide the County with an affidavit, in the form attached hereto as **Exhibit “C”**, signed by an officer or a representative of the Seller under penalty of perjury attesting that the Seller does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

37. GRANT REQUIREMENTS AND CONDITIONS.

(a) This Agreement is expressly conditioned upon the Seller’s satisfaction of all HUD requirements under the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), the terms and conditions of the CDBG-DR grant and Resilient SRQ’s Voluntary Buyout Program including but not limited to HUD’s express approval of an environmental review. The County cannot close this transaction without HUD approval.

(b) Seller acknowledges that the total grant funds conditionally allocated under the program for this Property include demolition and other costs, therefore the difference between the total of the grant awarded and the purchase price will be retained by the County for its post closing related costs.

(c) Seller further acknowledges that Seller will be required to pay their portion of the closing costs required herein, therefore the net amount received by Seller will be the Purchase Price less the cost of Seller’s contractual responsibilities under the terms of this Agreement.

(d) If the final settlement statement for this transaction shows that the agreed purchase price is insufficient to cover all of Seller's costs to close, the Seller may request an amendment to increase the purchase price to the amount required for Seller to close the transaction without contributing any additional funds at closing. To make this request, Seller shall submit a Seller executed amendment for the increase and an extension of the closing date, no less than seventy-five (75) days from the date that it is executed by Seller. Upon receipt of Seller's executed amendment, the closing shall be extended for an additional seventy-five (75) days, during which the County will present the Seller's request for approval by the Board of County Commissioners. If the Board, in its sole and absolute discretion, shall not approve the amendment for any reason, the Seller shall have the right but not the obligation to terminate this Agreement by sending County a Notice of Termination. Upon termination, all rights, duties, obligations, and liabilities created hereunder shall cease.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Seller has executed this Contract this 21 day of October, 2025.

Signed and Sealed in the Presence of these Witnesses:

Seller

First Witness:

[Signature]

Witness Signature #1

Laura Sanchez

Witness #1 Print Name

3930 Cattlemen Rd

Address Sarasota, FL 34233

BY:

[Redacted]

OCT. 21st 2025

Date: 10/21/2025

Second Witness:

[Signature]

Witness Signature #2

Alexandra Freire

Witness #2 Print Name

3930 Cattlemen Rd

Address Sarasota FL 34233

STATE OF Florida
COUNTY OF Sarasota

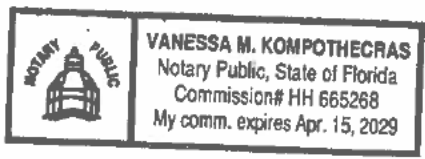
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of October, 2025, by [Redacted], who is/are personally known to me or who has/have produced [Redacted] as identification.

(SEAL)

[Signature]
Notary Public

Print Name: Vanessa M. Kompothecras

Commission No. HH 665268



IN WITNESS WHEREOF, the Seller has executed this Contract this 21 day of October, 2025.

Signed and Sealed in the Presence of these Witnesses:

Joinder.



October 2025

First Witness:

[Signature]

Witness Signature #1
[Signature]

Witness #1 Print Name

3930 Cattlemen Rd

Address Sarasota, FL 34233

Date: 10/21/2025

Second Witness:

[Signature]

Witness Signature #2
[Signature]

Witness #2 Print Name

3930 Cattlemen Rd

Address Sarasota FL 34233

STATE OF Florida
COUNTY OF Sarasota

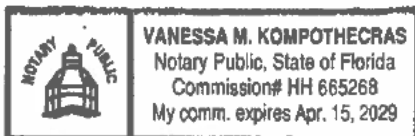
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of October, 2025, by [Redacted], who is/are personally known to me or who has/have produced [Redacted] as identification.

(SEAL)

[Signature]
Notary Public

Print Name: Vanessa M. Kompothecras

Commission No. HH665268



BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA

By: _____
Chair or Vice Chair

ATTEST:

Karen E. Rushing, Clerk of the
Circuit Court and ex-officio Clerk
of the Board of County
Commissioners

BY: _____
Deputy Clerk

Reviewed and Approved for Content

By: _____
County Attorney

EXHIBIT "A"

Legal Description

Lot 36 and 36A, Plamore subdivision, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 30 and 30A, of the public records of Sarasota County, Florida.

Property Commonly known as: 148 Myakka Dr Venice, FL 34293

Tax ID Numbers 0787150060 and 0787150038

Property Address is: 148 MYAKKA DR., VENICE, FL 34293

EXHIBIT "B"
(To Be Completed if Seller is an Entity)



SELLER TO COMPLETE the following "OR" Initial if Not Applicable:

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Note: Florida Statutes Section 286.23(3)(a) exempts entities registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, from the disclosure requirements of this Section. All corporate entities not exempt from Florida Statutes Section 286.23 shall complete the affidavit below.

Before me, the undersigned authority, personally appeared _____ ("Affiant"),
this _____ day of _____, 202____, who, first being duly sworn, deposes and says:
That Affiant is the _____ of _____,
whose address is _____ and in such
capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to
make this affidavit on Seller's behalf. That Seller is the record Seller of the property, described in Exhibit
"A" attached hereto. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed
for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding
5% or more of the beneficial interest in the disclosing entity (if more space is needed, attach a separate sheet
entitled "Exhibit C to Beneficial Interest and Disclosure Affidavit"):

<u>Name</u>	<u>Address</u>	<u>Interest</u>

This affidavit is given in compliance with the provisions of S _____
State of Florida Affian _____
County of Sarasota Print N _____

SWORN TO and subscribed before me by means of physical presence or online notarization this 21st
day of October, 2025, by _____, who is personally
known to me or has produced _____ identification.

Notary Public
(Signature): Vanessa M. Kompothecras
Print Name: Vanessa M. Kompothecras
Title or Rank: Banker
Serial Number (if any): _____
My Commission Expires: April 15, 2029

SEAL

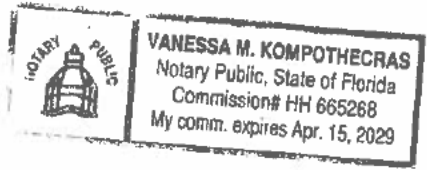


EXHIBIT "B"
(To Be Completed if Seller is an Entity)

SELLER TO COMPLETE the following "OR" Initial if Not Applicable: [REDACTED]

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Note: Florida Statutes Section 286.23(3)(a) exempts entities registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, from the disclosure requirements of this Section. All corporate entities not exempt from Florida Statutes Section 286.23 shall complete the affidavit below.

Before me, the undersigned authority, personally appeared _____ ("Affiant"),
this _____ day of _____, 202____, who, first being duly sworn, deposes and says:
That Affiant is the _____ of _____,
whose address is _____ and in such
capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to
make this affidavit on Seller's behalf. That Seller is the record Seller of the property, described in Exhibit
"A" attached hereto. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed
for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding
5% or more of the beneficial interest in the disclosing entity (if more space is needed, attach a separate sheet
entitled "Exhibit C to Beneficial Interest and Disclosure Affidavit"):

Name	Address	Interest

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.
State of Florida Affiant [REDACTED]
County of Sarasota Print Name [REDACTED]

SWORN TO and subscribed before me by means of physical presence or online notarization this 21st
day of October, 2025, by [REDACTED] individually, who is personally
known to me or has produced [REDACTED] identification.

Notary Public
(Signature): *Vanessa M. Kompothecras*
Print Name: Vanessa M. Kompothecras
Title or Rank: Banker
Serial Number (if any): _____
My Commission Expires: April 15, 2029

SEAL

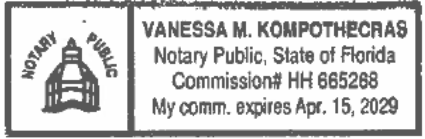


EXHIBIT "C"

(To Be Completed if Seller is a Non-Governmental Entity)

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Sarasota

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Seller"), listed below, hereby attests under penalty of perjury that:

T _____, to the best of my knowledge and reasonable belief following reasonable inquiry, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit _____

Date: October 21, 2025
Entity: (name if entity) N/A

Signed: _____
Name: _____
Title: Seller

~~Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____.~~

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____

Type of Identification Produced _____

See attached.

FL Jurat Notary Certificate

Document Name: Exhibit C

STATE OF FLORIDA
COUNTY OF Sarasota
(County where notarization occurred)

Sworn to (or affirmed) and subscribed by personally appearing before me by physical presence this 21st
day of October, 2025, by [redacted] (name of signer(s)).



Vanessa M. Kompothecras
(Signature of notary public)

Vanessa M. Kompothecras
(Name of notary public)

My commission expires: April 15, 2029

Official Seal

Personally known _____ OR
Produced identification Type of identification produced [redacted]

EXHIBIT "C"

(To Be Completed if Seller is a Non-Governmental Entity)

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Sarasota

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of [REDACTED] (the "Seller"), listed below, hereby attests under penalty of perjury that:

I [REDACTED], to the best of my knowledge and reasonable belief following reasonable inquiry, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of the Seller.

Date: [October 21, 2025]
Entity: (name if entity) N/A

Signed: [REDACTED]
Name: [REDACTED]
Title: Seller

Sworn to (or affirmed) and subscribed before me this ___ day of [_____, ____], by [_____].

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____

Type of Identification Produced _____

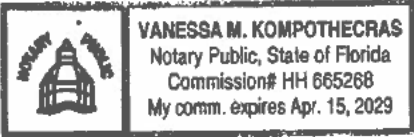
See attached

FL Jurat Notary Certificate

Document Name: Exhibit C

STATE OF FLORIDA
COUNTY OF Sarasota
(County where notarization occurred)

Sworn to (or affirmed) and subscribed by personally appearing before me by physical presence this 21st
day of October, 2025, by [REDACTED] (name of signer(s)).



[Handwritten Signature]
(Signature of notary public)
Vanessa M. Kompothecras
(Name of notary public)

My commission expires: April 15, 2029

Official Seal

Personally known _____ OR
Produced identification ✓ Type of identification produced: [REDACTED]

EXHIBIT 2
CDBG-DR Restrictive Covenant

CDBG-DR RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT RUNNING WITH LAND is entered into by Sarasota County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County, through its Resilient SRQ program, administers a Voluntary Buyout Program (the “Buyout Program”) funded by the U.S. Department of Housing and Urban Development’s Community Development Block Grant – Disaster Recovery (“CDBG-DR”) award, which is intended to mitigate future flood risk by acquiring properties impacted by Hurricane Ian in flood-prone areas; and

WHEREAS, on July 9, 2025, the Sarasota County Board of County Commissioners approved selected applications for the Buyout Program, including an submitted by Sarasota County on behalf the owner of the property located at 148 Myakka Drive, Venice, Florida, as formally described by the legal description attached hereto as Exhibit “A” (the “Property”), for a conditional grant award in the total amount of \$338,300.00, (the “Buyout Funds”) consisting of \$247,771.00 for acquisition of the Property and \$90,529.00 for demolition and return-to-green-space costs; and

WHEREAS, on or about the ____ day of _____, 2026, the County purchased the Property with the Buyout Funds; and

WHEREAS, conditions of the Buyout Program, pursuant to 44 CFR 80.19 and 24 CFR 570.201(d), require that real property purchased with Buyout Program proceeds must be used as open space, recreational, or wetland management purposes in perpetuity (“Program Requirements”); and

WHEREAS, County desires to restrict the future use of the Property in accordance with the Buyout Program Requirements.

NOW THEREFORE, in consideration of financial assistance rendered by the U.S. Department of Housing and Urban Development in the form of the Buyout Funds and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Buyout Program will accrue to the public and be used as intended by the CDBG-DR award, the County hereby covenants and agrees as follows:

1. The use of the Property shall be limited to uses that are compatible with the Program Requirements.
2. No new structures or improvements may be erected on the Property other than:
 - a. A public facility that is open on all sides and functionally related to a designated open space (e.g. a park, campground, or outdoor recreation area); or
 - b. A rest room; or
 - c. A flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream or downstream and that the local floodplain manager approved, in writing, before the commencement of the construction of the structure.
3. If the Property is used for purposes inconsistent with the Program requirements or in violation of the restrictions set forth herein, following reasonable notice and opportunity to cure, the County or any successor in interest to title of the Property, covenants that it shall reimburse the U.S. Department of Housing and Urban Development for the full amount of the Buyout Funds.
4. The restrictions contained herein shall run with and burden the Property, shall bind all future owners of the Property, and shall be enforceable by the County and any successor in interest.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by and through its County Administrator or his designee on this ____ Day of _____ 2026.

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA

By: _____

Jonathan Lewis, County Administrator
Executed by the County Administrator pursuant
to Resolution #2026-_____ of the Board of
County Commissioners of Sarasota County,
Florida

Witnesses

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by Jonathan Lewis on behalf of Sarasota County, a political subdivision of the State of Florida, as the County Administrator, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

(Notary Seal)

Print Name of Notary Public

I am a Notary Public of the State of _____,

EXHIBIT "A"

Legal Description

Lot 36 and 36A, Plamore subdivision, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 30 and 30A, of the public records of Sarasota County, Florida.

Property Commonly known as: 148 Myakka Dr Venice, FL 34293

Tax ID Numbers 0787150060 and 0787150038