



CITY COUNCIL AGENDA STATEMENT

Meeting Date: March 9, 2021
To: Honorable Mayor and Council Members
From: George Garrett, City Manager

Agenda Item: **Resolution 2021-20**, Approving The Sale Of Conservation Property Located On Dorsett Drive, Dorsett Subdivision, Grassy Key, Florida (Re No. 00376240-000000) To Drew Caterson And Cora Baggs (Buyers), Providing For Conditions Of Sale; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

Drew Caterson and Cora Baggs own property on Dorsett Drive, Dorsett Subdivision, Grassy Key, (RE No 00376250-000000). The couple sought to lease a portion of the property from the City bringing the request before the City Council on January 12, 2021. The City Council did review the request at that meeting denying the request for a Management Agreement for a portion of the property, but directing staff to develop a mutually agreeable Sales Agreement. The City Manager and Attorney met with the buyers to arrive at a mutually acceptable agreement for sale. The Sales Agreement is for the amount of \$15,000.00. The Conditions of Sale are that the Buyer record a Conservation Easement on the property, that the Buyer clear the property of exotic vegetation, that they maintain the property in good order, and that if the combined properties are offered for sale in the future, that the City retain a right of first refusal for the Sale Property or is paid a proportionate share of \$10,000 for each year remaining of ten years after the sales transaction.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_X_
2. Other – 2010 Sewer Mandate	_____	_X_

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-20**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SALE OF CONSERVATION PROPERTY LOCATED ON DORSETT DRIVE, DORSETT SUBDIVISION, GRASSY KEY, FLORIDA (RE NO. 00376240-000000) TO DREW CATERSON AND CORA BAGGS (BUYERS), PROVIDING FOR CONDITIONS OF SALE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Drew Caterson and Cora Baggs own property on Dorsett Drive, Dorsett Subdivision, Grassy Key, (RE No 00376250-000000); and

WHEREAS, Buyers sought to lease a portion of the property from the City bringing the request before the City Council on January 12, 2021; and

WHEREAS, the City Council did review the request at the meeting January 12, 2021 denying the request for a Management Agreement for a portion of the property, but directing staff to develop a mutually agreeable Sales Agreement; and

WHEREAS, the City Manager and Attorney met with the Buyer some to a mutually acceptable agreement for sale; and

WHEREAS, the Sales Agreement is for the amount of \$15,000.00; and

WHEREAS, the Conditions of Sale are that the Buyer record a Conservation Easement on the property, that the Buyer clear the property of exotic vegetation, that they maintain the property in good order, and that if the combined properties are offered for sale in the future, that the City retain a right of first refusal for the Sale Property or is paid a proportionate share of \$10,000 for each year remaining of ten years after the sales transaction; and

WHEREAS, this transaction is deemed in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council approves the Sales Agreement, attached as Attachment "A" with all conditions established therein.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF MARCH, 2021.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

ATTACHMENT "A"



PARTIES AND DESCRIPTION OF PROPERTY

1
2* 1. SALE AND PURCHASE: _____ City of Marathon _____ ("Seller")
3* and _____ Drew Caterson and Cora Baggs _____ ("Buyer")
4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
5* Address: (Vacant conservation land with no street address) _____
6* Legal Description:
7* LOT 10, AMENDED PLAT OF DORSETT SUBDIVISION; RE NO 00376240-000000

8* _____
9* _____
10* _____
11* _____
12* including all improvements and the following additional property:
13* _____
14* _____

PRICE AND FINANCING

15
16* 2. PURCHASE PRICE: \$ _____ 15,000.00 payable by Buyer in U.S. funds as follows:
17* (a) \$ _____ Deposit received (checks are subject to clearance) _____, _____ by
18* _____ for _____ ("Escrow Agent")
19* _____ Signature _____ Name of Company
20* (b) \$ _____ Additional deposit to be made by _____, _____ or _____ days from
21* Effective Date.
22* (c) _____ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
23* (d) \$ _____ Other: _____
24* (e) \$ _____ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
25* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

26* (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
27* used to determine the purchase price is lot acre square foot other (specify: _____)
28* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
29* total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
30* 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:
31* _____

32* 3. CASH/FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
33* (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
34* "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
35* occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
36* and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
37* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
38* Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
39* Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
40* Buyer will pay all loan expenses, including the lender's title insurance policy.

41* (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
42* _____% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
43* informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
44* such information to Seller and Broker.

45* (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the
46* amount of \$ _____, bearing annual interest at _____% and payable as follows:
47* _____

48* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
49* accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

50* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, taxes and insurance and having a fixed other (describe) _____ interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. **CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on or before March 15, 2021, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. **CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

(1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. **Seller** **Buyer** will select the title agent. **Seller** **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

(2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). **Seller** **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. **LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections:** (check (1) or (2) below)

(1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) 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) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

(2) No Feasibility Study: **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Land: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as Private Conservation Land: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the
175 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on
176 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to
177 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from
178 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.
179 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written
180 notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such
182 encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be
183 determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal
184 construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's
185 location on the property, unless **Buyer** waives this requirement in writing.

186 MISCELLANEOUS

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or
188 signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's**
194 **failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies**
195 **will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller.** **Except for brokerage**
197 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

203 **12. ASSIGNABILITY; PERSONS BOUND:** **Buyer** may not assign this Contract without **Seller's** written consent. The terms
204 "**Buyer,**" "**Seller,**" and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
205 personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

206 DEFAULT AND DISPUTE RESOLUTION

207 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,
208 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without
209 waiving the right to seek damages or to seek specific performance as per Paragraph **16.** **Seller** will also be liable to Broker for
210 the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including
211 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated
212 damages or to seek specific performance as per Paragraph **16;** and Broker will, upon demand, receive 50% of all deposits
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

214 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
215 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

216 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from
217 the date conflicting demands are made to attempt to resolve the dispute through **mediation.** If that fails, Escrow Agent
218 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the
219 Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

220 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to
221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding
222 **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any
223 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will
224 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will
225 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related
226 disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the
227 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

228 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

236 will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

240 **15. ESCROW AGENT:** **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in
241 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this
242 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
243 misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this
244 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the
245 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
246 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims
247 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

248 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations
249 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
250 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.)
251 and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not
252 reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller**
253 representations or public records unless Broker indicates personal verification of the representation. **Buyer agrees to rely**
254 **solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts**
255 **that materially affect Property value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable
256 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with
257 or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold
258 harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage
259 based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2) Broker's** performance, at
260 **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
261 including Broker's referral, recommendation or retention of any vendor; **(3) products** or services provided by any vendor;
262 and **(4) expenses** incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and
263 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this
264 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Seller** and **Buyer**
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:**
267 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees
270 as indicated below.

271* _____
272 *Real Estate Licensee* *Real Estate Licensee*
273* _____
274* *Broker / Brokerage fee: (\$ or % of Purchase Price)* _____ *Broker / Brokerage fee: (\$ or % of Purchase Price)* _____
275* _____

276 **ADDITIONAL TERMS**

277* **18. ADDITIONAL TERMS:**
278* **Buyer** agrees to have the parcel deed restricted to include the pfollowing terms:
279* 1) The parcel shall be remain sonervation land in perpetuity with no development rights; and
280* 2) The parcel shall be maintained and cleared of exotic vegeration by Buyer in perpetuity; and
281* 3) Should the Buyer elect to sell, transfer, devise or convey the parcel within ten years of the date of this
282* agreement, the City shall have the right of first refusal to re-purchase the parcel at the price of \$1,000 in
283* cost per year since today's contract date.
284* _____
285* _____
286* _____
287* _____
288* _____
289* _____
290* _____
291* _____
292* _____
293* _____
294* _____

295* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
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322 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

323 **OFFER AND ACCEPTANCE**

324* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
326 copy delivered to Buyer no later than _____ a.m. p.m. on _____, _____, this offer will be
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
329* Print name: Cora Baggs

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
331* Print name: Drew Caterson
332* Phone: _____ Address: 133 Dorsett Dr, Marathon, Florida 33050
333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
335* Print name: George Garrett, City Manager, City of Marathon

336* Date: _____ Seller: _____ Tax ID/SSN: _____
337* Print name: _____
338* Phone: _____ Address: City of Marathon, Florida 9805 Overseas Highway, Marathon, Florida 33050
339* Fax: _____

340* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
341 copy of the acceptance to Seller by 5:00 p.m. on _____, _____). Seller rejects Buyer's offer.

342* **Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)**

343* Buyer (____) (____) and Seller (____) (____) acknowledged receipt of a copy of this page, which is Page 6 of 6 Pages.

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