

## CONTRACT FOR SALE AND PURCHASE OF LAND

**THIS CONTRACT FOR SALE AND PURCHASE OF LAND** ("Contract") is dated as of \_\_\_\_\_ day of 20\_\_\_\_, ("Effective Date") by and between **DANNY MARTINEZ INC**, whose post office address is 2420 Breeze Road, Saint Cloud, Florida 34771, in this Contract referred to "SELLER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose post office address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771 (hereinafter referred to as "PURCHASER" or "COUNTY").

### WITNESSETH:

**WHEREAS**, SELLER is the owner of certain real property located in unincorporated Seminole County, Florida, as more particularly described herein ("the Property"); and

**WHEREAS**, SELLER desires to sell the Property pursuant to the terms and conditions set forth in this Contract; and



**WHEREAS**, PURCHASER has determined that acquisition of the Property serves a valid public and governmental purpose, including, without limitation, the expansion, development, operation, and support of County recreational, athletic, parks, open space, community, and related public facilities and uses; and

**WHEREAS**, PURCHASER desires to purchase the Property pursuant to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, SELLER hereby agrees to sell, and PURCHASER agrees to purchase the Property upon the following terms and conditions:

**Section 1. Legal Description of the Property** SELLER agrees to sell, and PURCHASER agrees to buy, the Property, including all appurtenances, free of all liens and

encumbrances. The legal description and tax parcel identification number of the Property are as follows:

See Legal Description attached hereto as Exhibit A.

Tax Parcel Identification Numbers: \_03-20-31-5AY-000-18A1.

**Section 2. Purchase Price.** The purchase price of the Property is ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,275,000.00), payable at closing, subject to prorations and allocations of closing costs as provided herein.

**Section 3. Feasibility Period and Inspections.**

A. Feasibility Period. PURCHASER shall have a period of ninety (90) days after the Effective Date ("Feasibility Period") to conduct such investigations, studies, and inspections of the Property as PURCHASER, in its sole and absolute discretion, deems necessary or desirable to evaluate the Property and its suitability for PURCHASER's intended governmental use.

B. Scope of Inspections. During the Feasibility Period, PURCHASER and its employees, agents, consultants, and contractors shall have the right to enter upon the Property, at reasonable times and upon reasonable notice to SELLER, for the purpose of conducting any and all inspections and investigations deemed necessary by PURCHASER, including, without limitation:

- i. Environmental assessments (including Phase I and Phase II Environmental Site Assessments);
- ii. Surveying and boundary inspections;
- iii. Geotechnical and soils testing;
- iv. Engineering and feasibility studies;
- v. Zoning, land use, and regulatory compliance reviews;

- vi. Utility availability and capacity investigations; and
- vii. Any other physical, legal, or economic inspections or analyses.

C. Right to Terminate. PURCHASER may, in its sole and absolute discretion, terminate this Contract for any reason or no reason by providing written notice to SELLER prior to the expiration of the Feasibility Period, whereupon this Contract shall terminate, and neither Party shall have any further rights or obligations hereunder, except those which expressly survive termination.

D. Extension of Feasibility Period. If PURCHASER is unable to complete any of its inspections, studies, or investigations within the Feasibility Period, PURCHASER shall have the right, upon written notice to SELLER prior to the expiration of the Feasibility Period, to extend the Feasibility Period for an additional forty-five (45) days. Any additional extensions will require written agreement by both parties.



E. Restoration; Liability. PURCHASER shall restore the Property to substantially the same condition as existed prior to entry, reasonable wear and tear excepted. To the extent permitted by law, PURCHASER shall be responsible for damages to persons or property caused by the negligent acts or omissions of PURCHASER or its employees, agents, or contractors in connection with such inspections. Nothing herein shall be deemed a waiver of PURCHASER's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. PURCHASER will permit no lien to attach to the Property as a result of its activities. The provisions of this sub-paragraph shall survive Closing and any termination of this Contract.

#### **Section 4. Closing Date and Procedure.**

A. Closing Date and Location. Closing shall occur within sixty (60) days after expiration of the Feasibility Period ("Closing Date"), unless extended as provided herein. Closing

shall take place at the Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, or may be conducted electronically at SELLER's discretion. Closing shall be effective upon (i) receipt and clearance of all funds required for closing and (ii) delivery of all necessary closing documents.

B. Conditions Precedent to Closing. PURCHASER's obligation to close is expressly conditioned upon satisfaction or waiver by PURCHASER, in its sole discretion, of the following conditions:

- i. Completion of the Feasibility Period without termination;
- ii. PURCHASER's approval of title and receipt of a title insurance commitment acceptable to PURCHASER;
- iii. PURCHASER's approval of any survey of the Property;
- iv. No material adverse change to the Property;
- v. SELLER's compliance with all terms and obligations of this Contract; and
- vi. Approval of this Contract and the transaction by the Seminole County Board of County Commissioners and availability of legally appropriated funds.

C. Pre-Closing Cooperation; Document Delivery; Walk-Through. To the extent in SELLER's possession or control, SELLER shall use reasonable efforts to provide PURCHASER, promptly following the Effective Date and prior to Closing, copies of existing surveys, plans, permits, warranties, maintenance records, service contracts, and other reasonably requested documents relating to the Property and improvements thereon.

PURCHASER shall also have the right to conduct a walk-through inspection of the Property within forty-eight (48) hours prior to Closing for the purpose of confirming the condition of the Property and SELLER's compliance with the terms of this Contract.

D. Closing Deliverables. At closing, SELLER shall deliver:

- i. Statutory warranty deed conveying good and marketable title to the Property, free of all liens and encumbrances, except as expressly permitted by PURCHASER;
- ii. A fully executed settlement statement;
- iii. Any affidavits required by the title company, including a non-foreign certification (FIRPTA affidavit);
- iv. Any other customary closing documents necessary to effectuate the transaction, including a signed W-9 Form for SELLER and by any party acting as an intermediary recipient of net sale proceeds, as required for IRS 1099-S reporting.
- v. Possession of the Property, free of occupants and personal property, unless otherwise agreed.
- vi. All keys, access cards, key fobs, gate openers, alarm codes, garage controls, passwords, and other access devices or credentials in SELLER's possession or control necessary to access and operate the Property and improvements thereon.

E. PURCHASER's Closing Deliverables. At closing, PURCHASER shall deliver the Purchase Price and execute such documents as are reasonably necessary to complete the transaction.

F. Extension of Closing Date. After expiration of the Feasibility Period, the Closing Date may be extended by mutual written agreement of the parties, which agreement shall not be unreasonably withheld, conditioned, or delayed.

G. PURCHASER shall designate the closing agent and title company for this transaction ("Closing Agent") which shall be a Florida-licensed title insurer or agent approved by PURCHASER. The Closing Agent shall be responsible for coordinating the closing, issuing the

title commitment and owner's title insurance policy, and handling receipt and disbursement of all funds and documents. SELLER agrees to cooperate with the Closing Agent and to execute and deliver such documents as may be reasonably required to complete the transaction.

**Section 5. Title Evidence and Seller's Obligation to Cure Defects.**

A. Title Commitment. Within ten (10) days of the Effective Date, PURCHASER shall obtain and deliver to SELLER a title insurance commitment issued by Florida-licensed title insurer ("Title Commitment").

B. Title and Survey Review. PURCHASER shall have until the expiration of the Feasibility Period to review the Title Commitment, survey, and all related documents and notify the SELLER in writing of any objections to title, survey matters, or other conditions affecting the Property, including, without limitation, encroachments, boundary discrepancies, gaps, overlaps, legal description issues, lack of legal access, or restrictions affecting PURCHASER's intended governmental use ("Title Objections").



C. SELLER's Cure Period and Failure to Cure. SELLER shall have ten (10) days after receipt of PURCHASER's written Title Objections ("Cure Period") to cure such Title Objections at SELLER's expense. SELLER shall use diligent, good faith efforts to cure such Title Objections and shall keep PURCHASER reasonably informed of its progress. If SELLER is unable or unwilling to cure defects within this period, PURCHASER may, at its sole option:

- i. Extend the Cure Period and/or Closing Date to allow SELLER additional time to cure Title Objections;
- ii. Accept title subject to any or all Title Objections; or
- iii. Terminate the Contract without penalty.

If the Cure Period extends beyond the then-scheduled Closing Date, the Closing Date shall be automatically extended as necessary to allow completion of the Cure Period and any extensions elected by PURCHASER.

D. Title Cooperation. SELLER agrees to execute and deliver such documents and take such actions as may be reasonably required to enable the title insurer to issue an owner's title insurance policy to PURCHASER in form acceptable to PURCHASER.

**Section 6. Closing Costs and Prorations.**

A. SELLER's Costs. SELLER shall pay for the following costs:

- i. Documentary stamp taxes and surtax on the deed.
- ii. Municipal lien search fees.
- iii. HOA or condominium association estoppel fees (if applicable).
- iv. Costs required to cure title defects, including recording fees.
- v. Any unpaid taxes, assessments, or liens encumbering the Property as of Closing;
- vi. SELLER's attorney's fees; and
- vii. SELLER's closing costs.

B. PURCHASER's Costs. PURCHASER shall be responsible for the following costs:

- i. Title Insurance;
- ii. Recording fees for the deed;
- iii. Survey costs;
- iv. HOA or condominium transfer fees (if applicable);
- v. Appraisal costs;
- vi. PURCHASER's Environmental Assessment costs; and

vii. PURCHASER's attorney's fees.

C. Real Estate Tax Prorations. Real estate taxes, non-ad valorem assessments, and other recurring charges shall be prorated as of the Closing Date based on the most recent available tax bill. If current year taxes are not available, prorations shall be based on the prior year's taxes and shall be readjusted upon issuance of the current tax bill, if requested by PURCHASER.

D. Closing Agent to Withhold SELLER's Costs. The Closing Agent shall withhold from SELLER's proceeds all amounts necessary to satisfy SELLER's obligations under this Section and shall disburse such amounts to the appropriate parties.

**Section 7. PURCHASER's Representations and Warranties.**

A. PURCHASER represents that it has the capacity to enter into this Contract and that the person signing below on behalf of PURCHASER is duly authorized to execute this Contract.

B. PURCHASER's obligations under this Contract are subject to approval by the Seminole County Board of County Commissioners and the availability of legally appropriated funds.

**Section 8. SELLER's Representations and Warranties.** SELLER hereby represents and warrants to PURCHASER that:

A. SELLER has good and marketable title to the Property and has full authority to convey the Property pursuant to this Contract.

B. There is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

C. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, to the best of SELLER'S knowledge, that affect the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

D. SELLER has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against SELLER within the last year.

E. SELLER has not received actual notice, either oral or written, and has no knowledge that any governmental or quasi-governmental agency or authority intends to commence construction of any special or off-site improvements which would impose any special or other assessment against the Property or any part thereof.

F. SELLER has the capacity to enter into this Contract.

G. To the best of SELLER'S knowledge, (i) the Property is not in violation of any land use, environmental, hazardous or regulated material and/or waste handling, storage, treatment, disposal or discharge laws or other laws, ordinances, regulations, statutes, or governmental rules and, (ii) there has not occurred upon the Property, any illegal spillage, leakage or discharge of any regulated or hazardous materials.

H. SELLER has received no actual notice from any governmental authority that the Property or any part thereof, is in violation of any applicable laws, ordinances, regulations, statutes, or governmental rules.

I. There are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.

J. SELLER has not engaged in any action that would create a conflict of interest in the performance of SELLER'S obligations under this Contract with the PURCHASER which

would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), relating to ethics in government.

K. All representations and warranties of SELLER shall survive Closing for a period of one (1) year.

**Section 9. Occupancy and Possession.** SELLER shall deliver exclusive possession of the Property to PURCHASER at closing, free of all tenants, occupants, and future tenancies. Any personal property remaining on the Property at closing shall become the responsibility of PURCHASER to remove or dispose of it at its own cost.

**Section 10. Indemnification of COUNTY.** To the fullest extent permitted by law, SELLER shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to SELLER's acts, omissions or breach of this Contract.

**Section 11. Public Records Law.** SELLER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. SELLER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Contract and this statute controls over the terms of this Contract. Any related records to this Contract may constitute public records subject to disclosure unless exempt by law.

**Section 12. Captions.** The captions contained in this Contract are for reference only and shall not affect the interpretation or construction of this Contract.

**Section 13. Entire Agreement.** This Contract constitutes the entire agreement between SELLER and PURCHASER. All prior representations, negotiations, and agreements-whether written or oral-are merged into this Contract and are of no further force or effect. This Contract may only be amended by a written instrument if agreed by both Parties.

**Section 14. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Contract will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Contract.

**Section 15. Assignment.** Neither this Contract nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 16. Notices.** Any notices required under this Contract shall be delivered by email, hand delivery, overnight courier, or certified mail to the addresses of the Parties listed below:

For PURCHASER:

County Attorney's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida, 32771  
[gkahn@seminolecountyfl.gov](mailto:gkahn@seminolecountyfl.gov)

For SELLER:

Danny Martinez Inc  
Danny Kaye Martinez  
2420 Breeze Road  
Saint Cloud, FL 34771

Notices shall be deemed effective upon email transmission, provided that no bounce-back or error message is received.

**Section 17. Parties Bound.** This Contract shall be binding upon the Parties and their successors, subject to the limitation on assignment set forth above.

**Section 18. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Contract. The sole jurisdiction and venue for any legal action in connection with this Contract will be in the courts of Seminole County, Florida.

**Section 19. Partial Invalidity.** In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph, or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portions of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

**Section 20. Construction of Contract.** The Parties acknowledge that they have either had the benefit of independent counsel with regard to this Contract, or had the reasonable opportunity to engage the same, and that this Contract has been prepared as a result of the joint efforts of both parties. Accordingly, all Parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

**Section 21. Counterparts.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts shall constitute one and the same instrument.

**Section 22. Attachments and Disclosures.** The following documents are attached and incorporated into this Contract: (1) Exhibit A – Legal Description.

**Section 23. Effective Date.** The Effective Date of this Contract shall be the date of execution by the last signing party (SELLER or PURCHASER).

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date(s) noted below.

**WITNESSES:**

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

**SELLER: DANNY MARTINEZ INC**

By:

DANNY KAYE MARTINEZ, President

Date:

6-1-2026



*[This space intentionally left blank. Signatures continue on next page.]*

**PURCHASER: SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_\_, regular meeting.

\_\_\_\_\_  
County Attorney

**Attachments:**

- Exhibit A: Legal Description



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EXHIBIT A

Legal Description

E 1/2 OF LOT 18A SANFORD CELERY DELTA PB 1 PGS 75 + 76