

**RESOLUTION NO. 29-09-09**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
AUTHORIZING THE PURCHASE OF CERTAIN REAL  
PROPERTY LOCATED IN KEY LARGO, FLORIDA,  
DESIGNATING PERSONS AUTHORIZED TO EXECUTE  
DOCUMENTATION IN CONNECTION WITH THE  
PURCHASE; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

WHEREAS, on May 5, 2009, the Key Largo Wastewater Treatment District, an independent special district of the State of Florida, as Buyer, and Bemac Enterprises, Inc., a Florida corporation, as Seller, entered into an option agreement under which Seller offered to sell to Buyer certain real property described therein; and

WHEREAS, on August 5, 2009, the Key Largo Wastewater Treatment District, as Buyer, exercised its option to purchase the property described in the option agreement; and

WHEREAS, the Key Largo Wastewater Treatment District desires to evidence its ratification and approval of the terms of purchase and to designate persons authorized to execute documents in connection with the purchase;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;**

**Section 1.** The Key Largo Wastewater Treatment District hereby ratifies and approves the terms of purchase as set forth in the option agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference.

**Section 2.** The following persons are authorized to execute all documents on behalf of the District necessary to complete and close the purchase: Charles F. Fishburn, General Manager, and Carol Walker, District Clerk.

This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 15<sup>th</sup> DAY OF SEPTEMBER 2009

[INTENTIONALLY LEFT BLANK]

The foregoing RESOLUTION was offered by Commissioner Brooks, who moved its approval. The motion was seconded by Commissioner Majeska, and being put to a vote the result was as follows:


	AYE	NAY
Chairwoman Susie Hammaker	<u>X</u>	_____
Commissioner Charles Brooks	<u>X</u>	_____
Commissioner Majeska	<u>X</u>	_____
Commissioner Andrew Tobin	<u>X</u>	_____
Commissioner Norman Higgins	_____	<u>X</u>

The Chairman thereupon declared Resolution No. 29-09-09 duly passed and adopted the 15<sup>th</sup> day of September, 2009.


KEY LARGO WASTEWATER TREATMENT DISTRICT

BY:   
Chairwoman Hammaker

ATTEST:

  
Carol Walker, District Clerk

Approved to as to form and legal sufficiency

  
District Counsel, Thomas M. Dillon



# EXHIBIT "A"

Doc# 1743360 05/21/2009 2:31PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

This Instrument Prepared by (and after recording  
return to:

Thomas M Dillon  
Thomas M Dillon PA  
PO Box 370736  
Key Largo, Florida 33037

Doc# 1743380  
Bk# 2414 Pg# 124

Space Above This Line for Recording

Property Appraiser Parcel Identification Number = 00483290-000000

## OPTION

**THIS OPTION** entered into this 5th day of May 2009, between Bemac Enterprises, Inc., a Florida corporation (hereinafter referred to as "Seller" or "Grantor"), and the Key Largo Wastewater Treatment District, a special district of the State of Florida (hereinafter referred to as "Buyer" or "Grantee").

In consideration of mutual covenants and agreements contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Option price. For and in consideration of the sum of \$5,000.00 paid by Buyer to Seller, the receipt and adequacy of which is hereby acknowledged, the Seller does hereby grant to the Buyer the exclusive and irrevocable right and option (the "Option") to purchase the following described property (the "Property") located on the island of Key Largo, Monroe County, State of Florida, for the price and upon the terms and conditions set forth herein:

Parcel 1:

SOUTHCLIFF ESTS PB2-45 KEY LARGO PT TRACT 3 OR508-431 OR711-311  
COUNTY JUDGES DOCKET 4-76-199 COUNTY JUDGES 77-188 OR743-40 OR743-42  
OR752-1904 OR978-1449 OR1347-742/43(CW) OR1393-1206/07(CW).

Monroe County Parcel ID 00483290-000000; Alternate Key 1592919.

Parcel 2:

SOUTHCLIFF ESTS PB2-45 KEY LARGO PT TR 3 G72-402-403 OR501-147D/C OR833-  
604E OR1248-1282/88ORD CASE#93-20023-CP-08(JB) OR1269-1665/66(CW) OR1286-  
1345/46(CW).

Monroe County Parcel ID 00483320-000000, Alternate Key 1592943.

Parcel 3:

SOUTHCLIFF ESTS KEY LARGO PB2-45 PT TR-3 OR275-213-214 OR501-147D/C  
OR1248-1282/88ORD CASE #93-20023CP-08(JB) OR1269-1665/66(CW) OR1286-  
1345/46(CW).

Monroe County Parcel ID 00483280-000000, Alternate Key 1592901

2. Term of Option. The Option shall remain open and in effect for a period of six (6) months from the date first written above. During the term of this Option, Buyer may enter upon the Property for the purpose of conducting such examinations and tests as Buyer considers necessary or appropriate to evaluate the Property.

3. Exercise of Option. The Option may be exercised at any time prior to the expiration of the Option Term by written notice from Buyer to Seller, either mailed or delivered to Seller. Buyer shall pay Seller an additional deposit of \$40,000 (forty thousand dollars) upon exercise of option, as an advance.

4. Purchase Price. The purchase price of the property shall be \$450,000.00 (four hundred fifty thousand and no/100 dollars) less the option price and advance, payable in cash at closing (the "Purchase Price").

5. Remedies Upon Default. In the event that either party defaults in the performance of any obligations under this Agreement, the non-defaulting party shall have the right to any and all other remedies provided in this Agreement or by law or equity.

6. Closing.

(a) *If Buyer exercises the Option the transaction contemplated by this Agreement shall be closed within 60 days after Buyer's notice to Seller in Monroe County at a time mutually agreeable to the parties.*

(b) *Seller shall deliver to Buyer at closing the following documents, prepared by Seller's counsel:*

(1) *A warranty deed to the Property conveying marketable title and assignments of all rights therein;*

(2) *An owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property;*

(3) *a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement; and.*

(c) *Seller shall provide to Buyer a copy of an owners title insurance policy suitable for use as a base policy, or if none is available an abstract from the date of the plat to the present. Seller agrees that it will cure any defects of title, and satisfy any liens and encumbrances not accepted by Buyer in writing.*

7. Closing Expenses and Prorations. Seller's expenses shall be (a) documentary taxes on the deed of conveyance; and (b) property taxes and assessments (other than any assessments levied on the property by Buyer) for all prior years. Buyer and Seller shall each pay their own attorneys fees. All other expenses of closing shall be paid by the Buyer.

8. Notices. All notices, demands, requests or other communications permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if by the date called for under this Agreement: (i) delivered by hand, or (ii) by nationally-recognized, overnight express delivery service, or (iii) by U.S. registered or certified mail, postage prepaid, return receipt requested, or (iv) by electronic transfer ("telefacsimile/fax") with prompt telephone confirmation, to the following addresses:

Seller: BEMAC ENTERPRISES, INC.  
c/o McNair Clothier  
900 Tropical Lane  
Key Largo, Florida 33037  
Fax No. \_\_\_\_\_

Doc# 1743360  
Bk# 2414 Pg# 126

And

BEMAC ENTERPRISES, INC  
c/o Sandra K. Subic  
99411 Overseas Highway  
Key Largo, Florida 33037  
Fax No. \_\_\_\_\_

Buyer: Key Largo Wastewater Treatment District  
Attention: District Clerk  
88900 Overseas Highway  
PO Box 491  
Key Largo, Florida 33037  
Fax No. 305-453-5807

And

Thomas M. Dillon  
Thomas M Dillon PA  
PO Box 370736  
Key Largo, Florida 33037  
Fax No. 305-853-2693

9. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

11. **Parties Bound.** All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

12. **Attorney's Fees.** In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

15. **Warranty of Title.** Seller represents and warrants that he is the sole owner of the Property, that the Property is not encumbered by any mortgage, lien, or other, similar limitation, and that Seller has the unqualified right to enter into this agreement and to sell the Property to Buyer.

16. Tax Reporting. Upon request, Seller shall provide Buyer with his Social Security or Taxpayer I.D. Number.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the date set forth below.

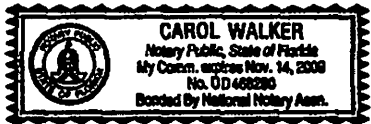
GRANTOR:  
BEMAC ENTERPRISES, INC.  
By: [Signature]  
Name: McNair Clothier  
Its: President  
By: [Signature]  
Name: Mary Anne Clothier  
Its: Vice President

WITNESSES:  
Signed [Signature]  
Printed Synthia A TRAKUL  
Signed [Signature]  
Printed: Marlene Bynum

ACCEPTED BY GRANTEE  
Key Largo Wastewater Treatment District  
By: [Signature]  
Its: General Manager

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this May 6, 2009 (date), by McNair Clothier, President and Director, and Mary Anne Clothier, Vice President and Director, of Bemac Enterprises, Inc., who are personally known to me or who have produced C436-581-56-883-0 (type of identification) as identification.  
C436-546-62-067-0



[Signature]  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this May 14, 2009 (date), by Charles F. Fishburn, General Manager of the Grantee, who is personally ~~known to me~~ or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

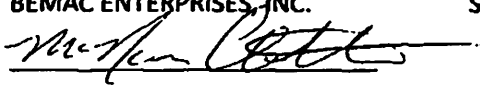


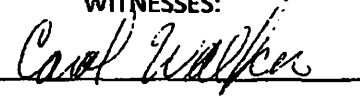
ADDENDUM TO OPTION AGREEMENT

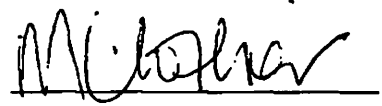
FOR VALUABLE CONSIDERATION, the receipt and adequacy is hereby acknowledged, Bemac Enterprises, Inc., a Florida corporation, and the Key Largo Wastewater Treatment District, a special district of the State of Florida, hereby amend the Option agreement of May 5, 2009, by adding a new provision, as follows:


Seller will convey to Buyer all improvements on the property "as is, where is." Seller makes no warranty, express or implied, as to the condition or suitability of the improvements on the property. Buyer assumes all risk as to the condition of the improvements. Further, Seller and Buyer acknowledge and agree that the Seller will leave in place the trailer now on the property, and Buyer will assume the responsibility to dispose of the same.

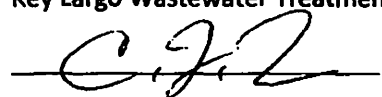
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the date set forth below.

GRANTOR;  
BEMAC ENTERPRISES, INC.  
By:   
Name: McNair Clothier  
Its: President

WITNESSES:  
Signed   
Printed Carol Walker

By:   
Name: Mary Anne Clothier  
Its: Vice President

Signed   
Printed: Carol Walker

ACCEPTED BY GRANTEE  
Key Largo Wastewater Treatment District  
By:   
Its: General Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this MAY 14, 2009 (date), by McNair Clothier, President and Director, and Mary Anne Clothier, Vice President and Director, of Bemac Enterprises, Inc., who are personally known to me or who have produced II Driver License (type of identification) as identification.

Carol Walker

Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this MAY 14, 2009 (date), by Charles F. Fishburn, General Manager of the Grantee, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Carol Walker

Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MONROE COUNTY  
OFFICIAL PUBLIC RECORD