

**SURPLUS PROPERTY
SALE AGREEMENT**

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **JOEJOHN MCVEY.**, whose address is 12425 ½ Short Avenue, Los Angeles, CA 90066 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 604 South 6th Street, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2410-715-0010-000-3; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of \$15,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R15, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.
3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 2 bedroom, 1 bathroom single family home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-010 documents, attached as Exhibit A and incorporated herein by reference.
4. **DEVELOPMENT TIMELINE.**
 - A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 195 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. COMMENCEMENT OF CONSTRUCTION

Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. CERTIFICATE OF OCCUPANCY

Grantee shall obtain a Certificate of Occupancy within 14 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.
6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.
7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.
8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.
9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.
11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.
12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.
14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
JoeJohn McVey
12425 ½ Short Ave
Los Angeles, CA 90066

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____
Print: _____
Date: _____
Address: _____

Sign: _____
Print: _____
Date: _____
Address: _____

GRANTEE:

Sign: _____
Print: _____
Date: _____

CITY OF FORT PIERCE :

Sign: _____
Linda Hudson, Mayor

Date: _____

Attest:

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
City Attorney