



**CITY OF OKEECHOBEE
CITY COUNCIL
OCTOBER 5, 2021
LIST OF EXHIBITS**

Exhibit 1 Planning Board, Board of Adjustments, Design Review Board Appointments
Exhibit 2 Agreement for Sale and Purchase of Commerce Center Lots



MEMORANDUM

TO: Mayor Watford & City Council

DATE: September 27, 2021

FROM: City Clerk Gamiotea *fg*

SUBJECT: Planning Board-Board of
Adjustments-Design Review
Board Appointments

As you are aware, Planning Board-Board of Adjustment-Design Review Board Regular Member Felix Granados resigned effective August 31, 2021. Following normal procedures, we advertised the vacancy on many media platforms and have received one application to date. Additionally, one of the current alternate members requested to be moved to the regular member position. Kindly consider the following action:

Motion to move Mr. Joe Papasso from alternate to regular member and appoint Mr. David McAuley as a new alternate member to the Planning Board, Board of Adjustment, and Design Review Board, terms being October 6, 2021 through April 30, 2023.

Mr. McAuley's application is attached for your review, who is a City resident. Currently there is only one other board member who is a city resident, and three that own businesses within the City. Council can of course make appointments as they deem appropriate, the above motion is only a recommendation.

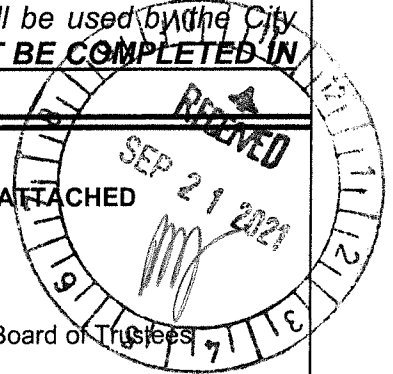
Please call me with any questions.

CITY OF OKEECHOBEE

55 Southeast 3rd Avenue, Okeechobee, Florida 34974 Phone: (863) 763-3372

APPLICATION FOR CITY CITIZEN BOARD/COMMITTEE APPOINTMENT

Please print or type all information. The information from this application will be used by the City Council when considering action on your appointment. The application **MUST BE COMPLETED IN FULL**. Answer "None" "Not Applicable" or "N/A" where appropriate.



CHECK THE BOARD(S) OF INTEREST TO YOU
A COPY OF EACH BOARD'S DUTIES, MEETING DATES, AND TIMES ARE ATTACHED

- Planning Board/Board of Adjustment & Appeals/Design Review Board
- Okeechobee Utility Authority Board of Directors (City Residents Only)
- Police Officers' Pension, Firefighters' Pension, or General Employees' Retirement System Board of Trustees
 (City Resident Trustee: OR Fifth Member Trustee:)
- Other: Type here or choose from drop down list

APPLICANT'S FULL NAME:	David Ranson McAulay		
NAME COMMONLY USED:	David		
RESIDENCE ADDRESS:	1122 SW 15 th ST Okeechobee 34974		
HOW LONG AT ADDRESS:	Years: <u>21</u>	Is this in the City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAILING ADDRESS:	1122 SW 15 th ST		
TELEPHONE/CELL:	863-634-9733		
EMAIL:	dmcayl@selectsirepower.com		
ARE YOU A US CITIZEN?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____		
FLORIDA REGISTERED VOTER?	<input checked="" type="checkbox"/> Yes County Registered in: <u>Okeechobee</u> <input type="checkbox"/> No		
EDUCATION:	High School Name(s) & Location(s)	Year Graduated	
	<u>North Inwood</u> <u>Olin NC</u>	<u>1974</u>	
POST SECONDARY EDUCATION:	College Name(s)	Certificate/Degree(s) Awarded	Date(s) Attended
	<u>NGSU</u>	<u>BS Animal Science</u>	<u>1974-1979</u>
MILITARY SERVICE:	Branch(es)	Dates of Service	Discharge Date(s)
	_____	_____	_____
CURRENT OR MOST RECENT EMPLOYER:	<u>Premier Select Sires</u>		
JOB TITLE/DESCRIPTION:	<u>Area Sales Manager</u>		
WORK ADDRESS:	<u>1 Stony Mt. Rd Tunkhannock, PA 18657</u>		
WORK TELEPHONE:	<u>570-836 3168</u>		

ARE YOU CURRENTLY EMPLOYED AS: (CHECK ALL THAT APPLY)	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Business Person	<input type="checkbox"/> Architect
	<input type="checkbox"/> Engineer	<input type="checkbox"/> Sub-Contractor	<input type="checkbox"/> Realtor
	<input type="checkbox"/> Attorney	<input type="checkbox"/> Doctor	<input type="checkbox"/> Surveyor
	<input type="checkbox"/> Lay Person	<input type="checkbox"/> Urban Planner	<input type="checkbox"/> Landscape Architect

Have you ever been appointed to, or do you currently serve on, a citizen or community board for any other agency or government? No Yes*, and list: *If you are currently serving on another Board that the State deems an "office," your application cannot be considered. Each Board will have to be reviewed and verified.

<u>AGENCY</u>	<u>BOARD NAME</u>	<u>POSITION</u>	<u>DATE(S)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Are you now, or have you ever been, elected or appointed to any public office? No Yes, and list:

<u>LEVEL OF GOVERNMENT</u>	<u>OFFICE TITLE</u>	<u>DATE OF ELECTION</u>	<u>TERM(S)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you work with or have any association with a current member of the board/committee to which you are requesting appointment? No Yes, and list:

<u>NAME OF BOARD/COMMITTEE MEMBER(S)</u>	<u>RELATIONSHIP/ASSOCIATION</u>
_____	_____
_____	_____
_____	_____

Are you related to, or employed by, any City of Okeechobee employees or elected officials? No Yes, and list:

<u>NAME OF EMPLOYEE/ELECTED OFFICIAL</u>	<u>RELATIONSHIP/ASSOCIATION</u>
_____	_____
_____	_____
_____	_____

Have you ever been found to be in violation of Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees? No Yes, and list:

<u>DATE(S)</u>	<u>NATURE OF VIOLATION</u>
_____	_____
_____	_____
_____	_____

Have you ever been convicted of a **FELONY**, plead guilty or no contest, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges? No Yes, and list:

<u>DATE(S)</u>	<u>VIOLATION</u>	<u>CITY AND STATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

ALL INFORMATION PROVIDED ON THIS FORM IS A PUBLIC RECORD. Information for certain individuals with a specific public records exemption can be withheld. In order to claim the exemption, complete the following:

Are you a current or former, the spouse of a current or former, or the child of a current or former sworn or civilian law enforcement personnel, certified firefighter, EMT, paramedic, code enforcement officer, or other covered employee who is exempt from public records disclosure under Florida Statute 119.071? Review list of other covered employees before responding. No Yes, and list:

JOB TITLE OR COVERED POSITION TITLE

RELATIONSHIP

Describe any skills, experiences, interests and/or background information about yourself that would be helpful to the Board you wish to serve on. Include personal accomplishments that qualify you for the appointment.

If more space is needed, please attach an additional page.

I was enrolled in 4-H at the age of nine. This enlightened me to parliamentary procedure and gave me many chances to speak to groups small and large. I learned how to be a committee member and how to conduct the business at hand.

I served as President of the NC Dairy Youth Foundation and served two terms on the board.

I also served 3 years as co-chair of the NC Black and White Show and was also on the Dairy Show committee.

I worked 41 years for an agricultural cooperative. Our customers were voting members and the Board of Directors were involved in decisions about the company. I served on the employee committee.

As an Area Sales Manager, I was twice selected as Employee of the Year of the Eastern division of the company. At the same time I was a genetic consultant and was honored as Consultant of the Year for the US in 2019.

I would like to be involved in the future of Oklawaha. I think we need to add places of employment but maintain the small town ambience.

THE FOLLOWING INFORMATION IS USED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR MARITAL STATUS. HOWEVER, THE FEDERAL AND STATE GOVERNMENTS REQUIRE THE CITY TO PROVIDE STATISTICS ON THE NUMBER OF WOMEN, MINORITIES, VETERANS, AND DISABLED PERSONS THAT ARE APPOINTED TO BOARDS. INFORMATION WILL BE USED FOR STATISTICAL PURPOSES ONLY AND HAVE NO BEARING ON YOUR APPOINTMENT:

SEX: MALE FEMALE

ETHNIC GROUP: CAUCASIAN BLACK SPANISH HERITAGE NATIVE AMERICAN
 ASIAN OR PACIFIC ISLANDER OTHER (specify): _____

CHECK ALL THAT APPLY: WARTIME PERIOD VETERAN DISABLED VETERAN VIETNAM VETERAN

HANDICAPPED STATUS: NO YES, AND LIST THE HANDICAP: _____

STATEMENT OF APPLICANT: I certify that the answers are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application. I hereby release all companies, schools, or persons from all liability for any damage for issuing this information. I understand that the City may request a copy of my driver's license. I have the right to request that the City completely and accurately disclose to me the contents of any investigation or reports upon request to the Office of the City Clerk. I further understand all information provided becomes a matter of public record.

CERTIFICATION: I understand that falsification, omission, misleading statements, or misrepresentation is cause for rejection of this application. I understand that this application is a Public Record and is subject to the provisions of Florida Statutes Chapter 119.

FINANCIAL DISCLOSURE REPORTING: I understand that should I be appointed to a City of Okeechobee citizen board I am required to complete and file a State of Florida Financial Disclosure Form 1 upon my appointment, annually and a Financial Disclosure Form 1-Final upon my resignation/sunset of term.

PUBLIC RECORDS/OPEN MEETINGS LAWS: I understand and agree that should I be appointed to a citizen board/committee for the City of Okeechobee, I will comply with all State Statutes, Florida Administrative Code, and State Constitution regarding public records, records retention, public record requests, and the open public meeting requirements.

I hereby acknowledge that I have read and understand each of the above statements.

Signature of Applicant: David R. McAuley Date: 9-21-21

1. The City Code Book Sec. 70-151, 70-171, 70-19170-211 read: "...membership of the board, where possible, shall consist of any of the following: architect, engineer, surveyor, urban planner, landscape architect, general contractor, realtor, business person, and lay persons."

2. Other covered jobs include current or former, their spouse, and children: correctional and correctional probation officers; juvenile probation officers, supervisors, detention superintendents and assistants; Department of Juvenile Justice: detention officers I and II, detention office supervisors, residential officers, residential officer supervisors I and II, counselors and supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors; certain personnel of: the Department of Children and Families; the Department of Health; the Department of Financial Services; and the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; investigators or inspectors of the Department of Business and Professional Regulation; the Office of the Inspector General or internal audit department; justices of the Supreme Court; judges of the district court of appeals, circuit court, and county court; general and special magistrates, judges of compensation claims, administrative law judges of the Divisions of Administrative Hearings, and child support enforcement hearing officers; state attorneys and assistants, statewide prosecutors and assistants; public defenders and assistants, criminal conflict and civil regional counsel and assistants; guardians ad litem; human resource, labor relations, or employee relations directors and assistants, managers or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties; tax collectors; certain impaired practitioners and consultants; [see ' 119.071, Florida Statutes].

PLEASE RETURN COMPLETED APPLICATION TO:
 CITY OF OKEECHOBEE
 OFFICE OF THE CITY CLERK
 55 SE 3RD AVENUE, ROOM 100
 OKEECHOBEE, FLORIDA 34974

CITY CLERK'S OFFICE USE ONLY						
Boards Applicant is appointed to: #1 _____ #2 _____ #3 _____			Verified State's consideration as an "Office": #1 _____ #2 _____ #3 _____			
APPOINTED TO:						
CITY COUNCIL MEETING:	INITIAL TERM DATES:	NOTIFICATION SENT:	RE-APPOINTED TERM DATES:	RE-APPOINTMENT NOTIFICATION SENT:	RESIGNED/TERM SUNSET:	CERTIFICATE OF APPRECIATION PRESENTED:

**AGREEMENT FOR THE SALE AND PURCHASE
OF LAND**

THIS AGREEMENT FOR THE SALE AND PURCHASE OF LAND (herein referred to as this "Agreement") is made by and between **CITY OF OKEECHOBEE, FLORIDA**, (herein referred to as the "Seller") and **OKEECHOBEE UTILITY AUTHORITY** (herein referred to as the "Purchaser") and will include the successors and assigns of Seller and Purchaser.

RECITALS

Seller is the owner of that certain tract of real property located in **Okeechobee County, Florida**, having Parcel ID # 3-15-37-35-0020-00000-0060, 3-15-37-35-0020-00000-0130, 3-15-37-35-0020-00000-0140 and the strip of land between and adjoining parcels 0060 and 0130; and being more particularly described on Exhibit "A" attached hereto and hereby made a part hereof (the "Property").

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price and Method of Payment.**

Purchaser shall pay to Seller the purchase price of \$31,640.00 as follows:

A. Earnest Money deposit to Okee-Tantie Title Co., Escrow Agent	\$ 1,000.00
B. Cash payable at closing, subject to adjustments	<u>\$ 31,640.00</u>
C. Total Purchase Price	<u>\$32,640.00</u>

2. **Seller Financing.** - Deleted.

A. **Application.** At the Closing, the Earnest Money Deposit and any additional deposits (Earnest Money") shall be applied to the Purchase Price. If either party shall validly exercise any right or option under this Agreement to rescind, cancel or terminate this Agreement, then Escrow Agent shall pay the Earnest Money to such party, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations under this Agreement.

B. **Dispute.** In the event of a dispute or if in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, either (i) continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or (ii) Escrow Agent may interplead the Earnest Money into the registry of the Clerk of the Court. Upon notifying all parties concerned of such interpleader, Escrow Agent shall be released from any further or continuing liability with respect to the disposition of such Earnest Money. In such event only, Escrow Agent will be entitled to reimbursement to the extent of all costs and expenses reasonably incurred to obtain an order of interpleader, including reasonable attorney's fees, which will be secured by a lien upon the Earnest Money deposited with the court. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Earnest Money and any other duties of Escrow Agent under this Agreement.

C. **Escrow Agreement.** By delivery to and acceptance by Escrow Agent of a fully executed copy of this Agreement together with the Earnest Money, Escrow Agent agrees to be bound to the provisions of this Agreement specifically related to the Earnest Money. Purchaser and Seller agree to execute any agreements reasonably required by Escrow Agent with respect to its holding and investment of the Earnest Money.

D. Liability. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume without verification the genuineness of any signatures on any writings that are regular on their face and may maintain the Earnest Money in a federally insured, commingled trust account. No provision of this Agreement by itself authorizes recovery of monetary damages, costs, expenses, or attorney's fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement. Escrow Agent's sole duty of collection with respect to any instrument payable to Escrow Agent is to present such instrument promptly for payment and to advise the parties promptly if it is not then collected in the ordinary course of banking business.

3. Feasibility Study. N/A

4. Conveyance of Title.

The Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (1) easements, restrictions and other encumbrances of record; (2) the matters, if any, disclosed by any survey of the Property obtained by Purchaser; (3) all zoning ordinances and land use restrictions affecting the Property; and (4) any other exceptions to title created, desired or approved by Purchaser or otherwise waived by Purchaser (collectively, the "Permitted Title Exceptions").

5. Closing.

A. General. The consummation of the transaction contemplated under this Agreement (herein referred to as the "Closing") shall occur **on or before November 30, 2021** (herein referred to as the "Closing Date"). All of such Earnest Money payments made shall be applied against the Purchase Price due from Purchaser at Closing and shall be non-refundable to Purchaser except in the event Purchaser terminates this Agreement as expressly permitted in this Agreement. The Closing shall be held at a location and at a time of day that are mutually agreeable to Seller and Purchaser. At the Closing, the Seller shall execute and deliver to the Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the Permitted Title Exceptions. Seller shall pay from the sales proceeds at closing all liens upon the Property created or permitted by Seller, ad valorem taxes assessed against the Property for the year in which the transaction is closed (if unpaid) and all years preceding the year of Closing, if any, and all water, electricity and other utility charges for services furnished to the Property through the Closing Date, if any.

B. Taxes. The Property is exempt from ad valorem taxes—there will be no proration.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing. Such documents shall include, but not be limited to, an affidavit from the Seller that has as its subject matter averments that (I) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those disclosed in the title commitment delivered to Purchaser (as the same may be endorsed), (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended, and the Regulations thereunder. Such documents shall also include, but not be limited to, evidence satisfactory to the other party and the Escrow Agent that the person executing the Closing documents has full right, power, and authority to do so.

6. Closing Procedure; Costs; Title Examination; Survey.

Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Purchaser for title defects arising between the title binder effective date and

recording of Purchaser's deed, closing agent will disburse at closing the net sale proceeds to Seller. In addition to other expenses provided in this Contract, Seller and Purchaser will pay the costs indicated below.

A. **Seller's Costs:** Seller will pay for any cost of title insurance and all related title charges, preparation and recording of instruments needed to cure title, certified special assessments, real estate broker's commission, if any, and for Seller's attorney's fees.

B. **Purchaser's Costs:** Purchaser will pay the cost of recording the deed; inspections and investigations of the property; survey and sketch of the property, and for Purchaser's attorney's fees.

C. **Title Evidence and Insurance:** At least ten (10) calendar days prior to the Closing Date, Seller will furnish to Purchaser title evidence in the form of 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. The 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.

D. **Title Examination:** Purchaser 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 receipt of Purchaser's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Purchaser and the parties will close the transaction on Closing Date or within 10 days from Purchaser's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Purchaser and Purchaser will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

E. **Survey:** Purchaser may, prior to Closing Date and at Purchaser's expense, have the Property surveyed and shall deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Purchaser's and Seller's obligations will be determined in accordance with sub-paragraph D above.

7. **Seller's Representations, Warranties and Obligations.**

A. The Seller makes the following representations and warranties:

(I) Seller owns fee simple title to the Property, subject to the Permitted Title Exceptions and to those mortgages, deeds of trust and deeds to secure debt which are in existence on the date this Agreement is executed by Seller;

(ii) Seller has not received any actual notice from any governmental authority of any taking of the Property or any portion thereof by eminent domain and, to his actual knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority;

(iii) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended, and the Regulations thereunder;

(iv) To the Seller's actual knowledge, there are no encroachments upon the Property from adjacent land or landowners.

B. Seller will not take, or cause to be taken, any action that would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

C. To the best of Seller's knowledge, neither the Property nor any part thereof has ever been used for hazardous or toxic waste disposal, for disposal of fuel, oil or any other similar material, for a landfill or a garbage

or trash disposal site, and no part of the Property is or was contaminated with hazardous or toxic waste or fuel or oil or similar products from any source whatsoever.

8. **Condemnation.**

In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and neither party shall have any further rights, duties, or obligations hereunder; or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

9. **Notices.**

Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received by the parties if given at the addresses listed below the parties name(s) on the signature page(s) of this Agreement (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

The Seller and the Purchaser may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. A post office box shall not be the only notice address for either Seller or Purchaser. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery of any notice or the absence of anyone at a notice address to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

10. **Default.**

A. **Remedies of Purchaser.**

(I) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections which are in existence on the date this Agreement is signed by the Seller, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement and receive the return of the Earnest Money from the Escrow Agent whereupon neither party shall have any further rights, duties, or obligations hereunder; or (b) waive such inability and proceed to close the transaction without regard thereto.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to circumstances or conditions other than (a) the default of the Purchaser, (b) the exercise by the Purchaser of a specific option hereunder to terminate this Agreement or © the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections which are in existence on the date this Agreement is signed by the Seller, the Purchaser shall have the right to seek specific performance.

B. **Remedies of Seller.** If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money paid by Purchaser to the Escrow Agent and terminate the contract.

11. **Brokerage Commission and Disclosure.**

Seller represents and warrants to Purchaser that there is no real estate agent or broker involved in this transaction.

12. **Conditions to Purchaser's Closing.**

Purchaser's obligation to close this transaction shall be contingent upon Seller's full performance of all of its obligations under this Agreement and Purchaser's receipt of reasonably acceptable evidence assuring the continuing accuracy of all of the representations and warranties or covenants of Seller as set forth herein. Additionally, Buyer's obligation to close on the purchase of the Property shall be contingent upon:

Approval and ratification of the execution of this Agreement by the Board of Directors of the Okeechobee Utility Authority and the Okeechobee City Council.

13. **Miscellaneous.**

A. **Termination.** In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except as otherwise specifically provided herein.

B. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns.

C. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

D. **Applicable Law.** This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Florida.

E. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

F. **Dates; Effective Date.** In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date this Agreement is last executed by either of the parties hereto.

G. **Maintenance of Property.** From and after the closing Seller shall continue to be solely responsible for the upkeep and maintenance of the Property at no cost to Purchaser.

H. **Survival of Provisions.** The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the closing of this transaction and the execution and delivery of the deed pursuant hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year indicated below.

"SELLER"

CITY OF OKEECHOBEE, FLORIDA

By: _____
Dowling R. Watford, Jr., Mayor
701 NE 5th Street
Okeechobee, FL 34972

By: _____
Gary Ritter, City Administrator
55 SE 3rd Avenue
Okeechobee, FL 34974

Date: _____ 2021

"PURCHASER"

OKEECHOBEE UTILITY AUTHORITY

By:
JOHN CREASMAN, Chairman

By: _____
JOHN F. HAYFORD, Executive Director
100 SW Fifth Avenue
Okeechobee, FL 34974

Date: _____ 2021

RECEIPT BY ESCROW AGENT

Receipt is hereby acknowledged of the Cash Deposit in the amount of \$1,000.00, subject to clearance of funds, this _____ day of _____ 2021.

OKEE-TANTIE TITLE CO.

By:
Name:

Escrow Agent

EXHIBIT 'A'

LOT 6, LESS THE SOUTH 40 FEET; LOT 13; AND LOT 14; **CITY OF OKEECHOBEE COMMERCE CENTER**, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 10-14, INCLUSIVE, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND A STRIP OF LAND ADJOINING LOTS 6 AND 13 AND LYING NORTH OF THE CUL-DE-SAC AS SHOWN ON SAID PLAT.