

SECOND AMENDMENT TO
CONTRACT FOR SALE AND PURCHASE

THIS SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE (this "**Amendment**") is made as of this 12th day of November, 2024 (the "**Amendment Effective Date**"), by and between MANATEE COUNTY, a political subdivision of the State of Florida ("**Seller**"), and SIMPLYDWELL HOMES, LLC, a Delaware limited liability company ("**Buyer**").

WITNESSETH THAT:

WHEREAS, Seller and Buyer entered into that certain Contract For Sale and Purchase, dated April 23, 2024 (the "**Agreement**"), with respect to the sale of certain real property located in Manatee County, Florida, as more particularly described therein; and

WHEREAS, Seller and Buyer desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer, intending to be legally bound, amend the Agreement and agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.
2. **Purchase Price.** Section 4 of the Agreement is hereby amended by reducing the Purchase Price for the Property to **ONE AND NO/100 DOLLARS (\$1.00)**.
3. **Closing.** This transaction shall be closed on or before March 31, 2025.
4. **Ratification.** Except as expressly amended under this Amendment, the First Amendment to Contract for Sale and Purchase and the Agreement remain unamended and in full force and effect. The Seller and Buyer ratify and confirm the Agreement as amended by this Amendment.
5. **Entire Agreement: Conflict.** This Amendment, the First Amendment to Contract for Sale and Purchase, and the Agreement contain the entire agreement between the Seller and Buyer pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Seller and Buyer pertaining to such subject matter. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

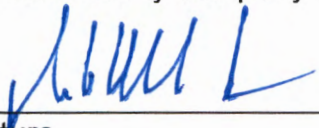
6. **Captions**. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

7. **Counterparts**. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[Signature Pages Follow]

BUYER:

SIMPLYDWELL HOMES, LLC, a
Florida limited liability company

By: 
Signature

As: MANAGER
Title

PATRICK NEAL
Printed Name

Date: 10/25/24

SELLER:

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson



Date: November 12, 2024

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: Ueki Jessner
Deputy Clerk

APPROVED in Open Session

11/12/2024

Manatee County Board of County
Commissioners



November 12, 2024 - Regular Meeting

Subject

Execution of Second Amendment to Contract for Sale and Purchase with Simplydwell Homes, LLC, for County Owned Property located at 28th Street Court East, Palmetto, Florida 34221 and 2211 28th Street Court East, Palmetto, Florida 34221 - District 2

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

- Charles Meador, Property Acquisition Division Manager, Property Management Department, Extension 6289
- Peter Morrow, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6913

Action Requested

- Execution of Second Amendment to Contract for Sale and Purchase with Simplydwell Homes, LLC.

Enabling/Regulating Authority

- Chapter 125.35, Florida Statutes

Background Discussion

- Manatee County owns the property located at 28th Street Court East, Palmetto, Florida 34221 and 2211 28th Street Court East, Palmetto, Florida 34221 (the "Property").
- The Board adopted Resolution R-23-124 declaring the property located at 2211 28th Street Court East, Palmetto, Florida 34221 as surplus and authorizing its sale on July 25, 2023.
- The Board adopted Resolution R-23-125 declaring the property located at 28th Street Court East, Palmetto, Florida 34221 as surplus and authorizing its sale on July 25, 2023.
- On April 23, 2024, Manatee County entered into a Contract for Sale and Purchase with Simplydwell Homes, LLC, a Florida limited liability company (the "Contract"), for the Property.
- On July 30, 2024, the Board executed the First Amendment to Contract for Sale and Purchase with Simplydwell Homes, LLC, which amended Section 9. b. of the Contract by providing that Simplydwell Homes, LLC, shall submit to the County all plans and applications as may be required to obtain Approvals and Development Permits within one hundred twenty (120) days following that date.

- In order to have clear title and to be able to purchase the Property, Simplydwell Homes, LLC, will need to satisfy two (2) outstanding bonds attached to the Property from the previous planned development. The amount of these bonds was unknown prior to having a fully executed contract, due to the bond companies' unwillingness to release the information absent of a fully executed contract. Upon having a contract, Simplydwell Homes, LLC was able to identify those outstanding bond amounts and the total amount of each of the bonds exceeds \$1,000,000.00. Due to the high cost of satisfying those bonds in relation to the proposed purchase price, Simplydwell Homes, LLC, is requesting that Section 4 of the Contract be amended by reducing the Purchase Price to One Dollar (\$1.00).
- Simplydwell Homes, LLC, is currently under contract with the other two (2) property owners adjacent to the Property, and both owners have granted Simplydwell Homes, LLC, contract extensions to allow for the bond issue to be resolved. Simplydwell Homes, LLC, is requesting that Section 11 of the Contract be amended to set the Closing Date as on or before March 31, 2025, as they continue to navigate through the complex bond challenges.

Attorney Review

Not Reviewed (No apparent legal issues)

[Emailed 11/12/2024](#)

Instructions to Board Records

Please email a copy of the approved agenda to:

Charles Meador at charles.meador@mymanatee.org

Peter Morrow at peter.morrow@mymanatee.org

Rachel Layton at rachel.layton@mymanatee.org

Ivory Matthews at imatthews@nealcommunities.com

Jack Weber at jweber@nealcommunities.com

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

SECOND AMENDMENT TO
CONTRACT FOR SALE AND PURCHASE

THIS SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE (this "**Amendment**") is made as of this ____ day of _____, 2024 (the "**Amendment Effective Date**"), by and between MANATEE COUNTY, a political subdivision of the State of Florida ("**Seller**"), and SIMPLYDWELL HOMES, LLC, a Delaware limited liability company ("**Buyer**").

WITNESSETH THAT:

WHEREAS, Seller and Buyer entered into that certain Contract For Sale and Purchase, dated April 23, 2024 (the "**Agreement**"), with respect to the sale of certain real property located in Manatee County, Florida, as more particularly described therein; and

WHEREAS, Seller and Buyer desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer, intending to be legally bound, amend the Agreement and agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.
2. **Purchase Price.** Section 4 of the Agreement is hereby amended by reducing the Purchase Price for the Property to **ONE AND NO/100 DOLLARS (\$1.00)**.
3. **Closing.** This transaction shall be closed on or before March 31, 2025.
4. **Ratification.** Except as expressly amended under this Amendment, the First Amendment to Contract for Sale and Purchase and the Agreement remain unamended and in full force and effect. The Seller and Buyer ratify and confirm the Agreement as amended by this Amendment.
5. **Entire Agreement: Conflict.** This Amendment, the First Amendment to Contract for Sale and Purchase, and the Agreement contain the entire agreement between the Seller and Buyer pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Seller and Buyer pertaining to such subject matter. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

6. **Captions.** The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

7. **Counterparts.** This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[Signature Pages Follow]

BUYER:

SIMPLYDWELL HOMES, LLC, a
Florida limited liability company

By: 
Signature

As: Manager
Title

Patrick Neal
Printed Name

Date: 10 / 25 / 24

SELLER:

**MANATEE COUNTY, a political
subdivision of the State of Florida**

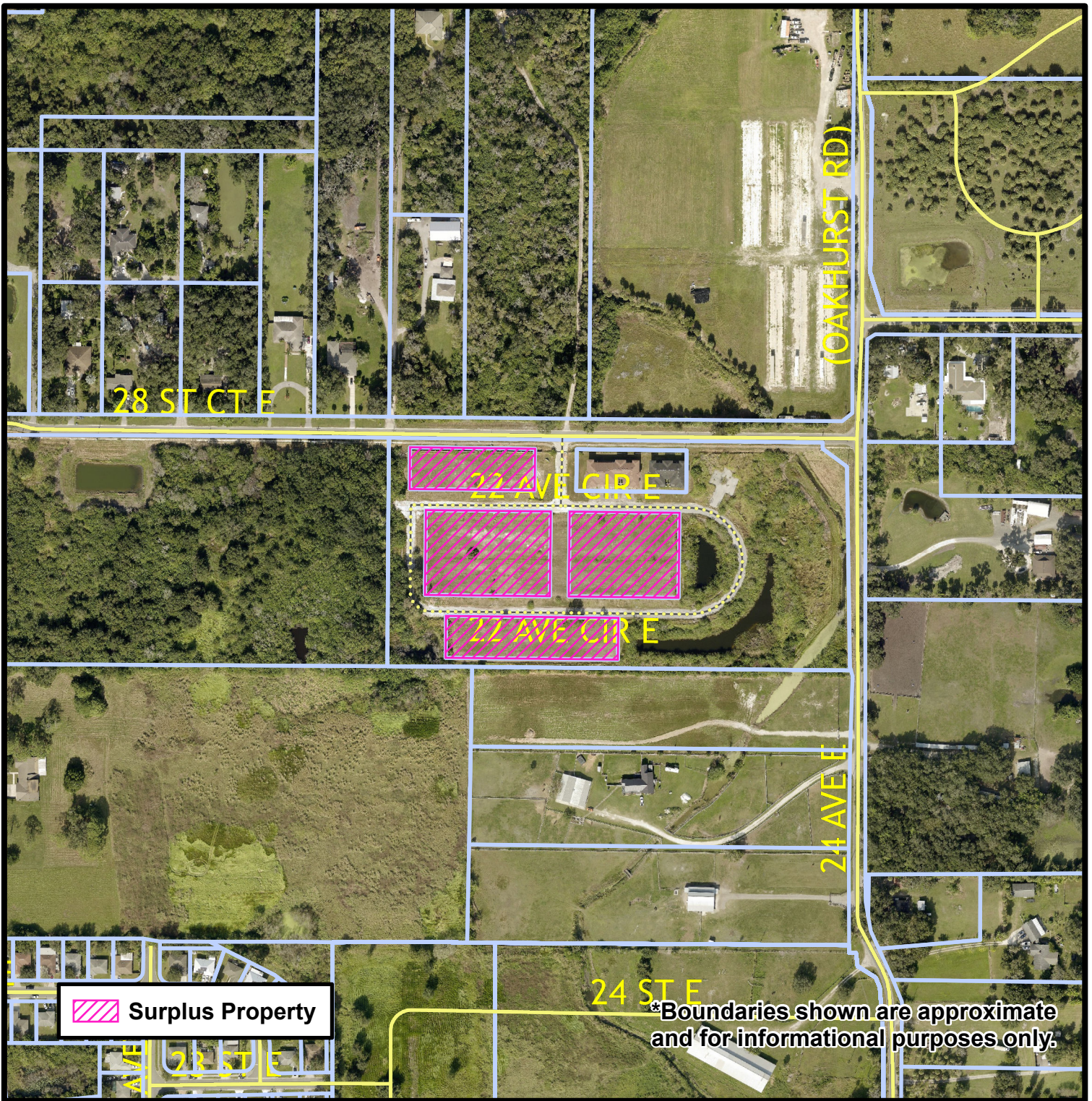
By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk



SURPLUS PROPERTY

2211 28TH STREET COURT EAST
PALMETTO, FLORIDA 34221
PID 775100119

DISTRICT 2 - AMANDA BALLARD

