

NM&A
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March 20, 2017

Via Federal Express
Lin Kurant
Real Estate Services Manager
Sarasota County
1660 Ringling Boulevard
2nd Floor, Suite 240
Sarasota, Florida 34236

Via Federal Express
Thomas R. Wolfe, Esquire
Assistant County Attorney
Sarasota County – Office of County Attorney
1660 Ringling Boulevard
2nd Floor
Sarasota, Florida 34236

cc: BCC
Fy I -
Restaurant Depot
Contract has
been
terminated
by
Buyer
TA

RE: Contract for Sale and Purchase between Sarasota County ("Seller") and JMDH Real Estate of Sarasota, LLC ("Buyer") effective as of July 12, 2016, as amended as of September 6, 2016, with respect to certain property located at Apex Road and Palmer Boulevard, Sarasota, Florida (the "Contract")

Ladies and Gentlemen:

Reference is hereby made to the Contract set forth above, and all capitalized terms used in this letter without definition herein shall have the meanings ascribed to them in the Contract.

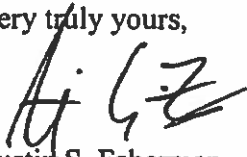
As the next meeting regarding the Rezoning shall not occur prior to the Approval Contingency Date, Buyer will not obtain the Rezoning prior to the Approval Contingency Date. Therefore, **this letter shall constitute Buyer's termination of the Contract, in accordance with Section 3 and 17 of the Contract. Please instruct the Escrow Account to return the Deposit to the Buyer;** instructions for the return of the Deposit shall be sent under separate cover, upon request of Escrow Agent.

3/20/17
TA

Lin Kurant and Thomas R. Wolfe
March 20, 2017
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We wish you luck in the future.

Very truly yours,



Austin S. Faberman

ASF/si

cc: Charles Bailey, Esq. (via email)
Ms. Sandi Clark (via email)
Mr. Rich Danieli (via email)
Mr. Jerry Daws (via email)
Mr. Brian Emmert (via email)
Mr. Stanley Fleishman (via email)
Mr. Kevin W. Wood (via email)