

STATE OF FLORIDA DEPARTMENT OF COMMERCE
CONTRACT FOR SALE AND PURCHASE
AND DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this _____ day of _____, 2023, by and between SELLER and BUYER as follows:

SELLER: Florida Department of Commerce ("Commerce")

ADDRESS: State of Florida Department of Commerce
107 East Madison Street
Tallahassee, Florida 32399-4120

BUYER:

Name(s): _____ (as it should appear on the deed)

Address: _____

Phone: Home: _____ Work: _____

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of _____ Dollars (\$ _____), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith _____ Dollars (\$ _____) in the form of a certified or cashier's check or an irrevocable letter of credit from a financial institution as defined in Section 655.005,

Florida Statutes made payable to the State of Florida Department of Commerce (representing ten percent (10%) of the total purchase price) as an earnest money deposit ("Deposit").

b. Balance: At closing, BUYER shall be required to pay the balance of the purchase price in the amount of _____ Dollars (\$ _____) by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to SELLER, made payable to the State of Florida Department of Commerce or SELLER'S designated closing agent.

c. Plans and Survey: Within three business days of the date hereof, SELLER shall provide BUYER with copies of the construction drawings and as-built survey of the Property, and any other agreements or relevant documents as SELLER may have related to the Property.

d. Due Diligence Period: BUYER shall have the right, during the period commencing on the date hereof and expiring at 5:00 PM EST, sixty (60) days from the date hereof (the "Due Diligence Period"), to inspect all aspects of the Property including the environmental condition and the condition of the title (the "Conditions"). BUYER shall have the right for any reason or no reason to terminate this Contract on written notice to SELLER given within the Due Diligence Period. Upon such termination, the Deposit shall be returned to BUYER, and except as expressly provided herein, this Contract and all rights and obligations of the perspective parties here under shall be null and void. If BUYER does not elect to terminate pursuant to this Section 2.d. within the Due Diligence Period, BUYER shall be deemed to have waived its right to terminate pursuant to this Section 2.d.

e. Right of Entry: After the date hereof and prior to the expiration of the Due Diligence Period, BUYER and its agents, contractors, employees, and consultants shall have access to the Property for the purpose of inspecting the Property and undertaking test and studies, provided (i) BUYER promptly repairs any damage to the Property caused by such entry; (ii) BUYER restores the Property to the condition that existed prior to such entry; and (iii) BUYER complies with all applicable laws, statutes, codes, ordinances, orders, regulations, and requirements of all federal, state, county, and municipal governments, departments, boards, authorities, and agencies. BUYER shall not allow any liens to be placed upon

the Property. To the extent that BUYER exercise its Right of Entry pursuant to this section, or in the event that BUYER or its agents otherwise enter the Property for any reason whatsoever, BUYER agrees that such entry is entirely at BUYER'S own risk, and BUYER and its agents shall have no claim for any damage or loss suffered while on the Property, or as a result of such entry.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following (i) approval by SELLER; and (ii) no later than thirty (30) days after the expiration of the Due Diligence Period, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before ninety (90) days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by Commerce.

b. Conveyance: At closing, SELLER will deliver to BUYER, (i) a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER and its successors of an undivided three-fourths interest in, title in and to an undivided three-fourths interest in, all phosphate, minerals, and metals that are or may be in, on, or under the Property and an undivided one-half interest in all petroleum located in, on, or under the Property, with the privilege to mine and develop the same, pursuant to Section 270.11, Florida Statutes; and (ii) any other customary document that may be reasonably required to consummate the contemplated transactions.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, attorneys' fees, and real estate brokerage fees. BUYER shall reimburse Commerce at closing for any closing costs that are initially paid for by Commerce. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida

Department of Commerce or an escrow agent designated by Commerce at the time of closing. SELLER or BUYER may require that the closing be processed by and through a title insurance company or other closing agent, designated by BUYER, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes, special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits and encumbrances affecting the Property and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests, whether each of which is known or unknown, disclosed or undisclosed.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP, the applicable water management district, or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately

prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract. If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; of BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Any amendments hereto may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature of an amendment hereto delivered

by a party by facsimile transmission or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature. Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, Commerce or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

18. THIRD PARTY BENEFICIARIES: Neither the BUYER nor the SELLER intends to benefit a third party directly or substantially by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either party based upon this Contract.

19. MATERIALITY AND WAIVER OF BREACH: The BUYER and the SELLER agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof. The BUYER'S or SELLER'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of

this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

20. COMPLIANCE WITH LAWS: The parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations pursuant to this Contract.

21. SEVERANCE: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the BUYER or the SELLER elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

22. JURISDICTION; VENUE; WAIVER OF JURY TRIAL: This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts in Leon County, Florida and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, THE BUYER AND THE SELLER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

23. JOINT PREPARATION: Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

24. PRIOR AGREEMENTS: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no

commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

25. MULTIPLE ORIGINALS: Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW***

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

FLORIDA DEPARTMENT OF COMMERCE

By: _____ (SEAL)

TITLE: _____
STATE OF FLORIDA DEPARTMENT OF
COMMERCE

**Approved as to form and legal
sufficiency, subject only to full and
proper execution by the Parties.**

**Office of the General Counsel
Department of Commerce**

By: _____

Approved Date:

"BUYER"

(If a corporation, Name of BUYER)

Signature of BUYER

Print/Type Name of BUYER

(If a corporation, title of person
signing.) Affix corporate Seal if
officer other than President is
signing.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

13-2S-26E JAX DOGETTS MAP LOTS 1 TO 8 BLK 7