

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this _____ day of _____, 2015, by and between SELLER and BUYER as follows:

SELLER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Real Estate Services
3900 Commonwealth Boulevard
Mail Station 115
Tallahassee, Florida 32399-3000

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 Environmental Protection 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 Environmental Protection or SELLER'S designated closing agent.

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 approval by SELLER, 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 90 days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance: At closing, SELLER will deliver to BUYER 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 of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

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 DEP at closing for any closing costs that are initially paid for by DEP. 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 Environmental Protection or an escrow agent designated by DEP at the time of closing. SELLER may require that

the closing be processed by and through a title insurance company or other closing agent, designated by DEP, 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, leases, tenancies 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.

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; or 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. 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, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

18. ADDENDUM: Attached hereto as Exhibit "B" and incorporated herein by reference is an Environmental Disclosure and Release Addendum identifying certain petroleum contamination which may exist on the Property and confirms BUYER'S responsibility to conduct an inspection of the Property, BUYER'S acceptance of the Property in its AS IS, WHERE IS condition, BUYER'S obligation to clean up the Property, and BUYER'S release and indemnification of SELLER for any claims related to the conditions of the Property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

"SELLER"

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: _____ (SEAL)
TITLE: _____
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND
LEGALITY

BY: _____
DEP ATTORNEY

"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

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, described as:
The Southwest 35 feet of the Northeasterly 70 feet of Lot 2, Block 19, Brooklyn, according to plat thereof, recorded in Deed Book AJ, page 722, former public records, Duval County, Florida. LESS AND EXCEPT all sovereignty lands.

PARCEL 2: That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, described as:
Easterly 1/3 of Lot 2, (also known as the Northeast 35 feet of Lot 2), Block 19, Brooklyn, Plat Book 1, page 86, former public records, said portion of said lot being further described as fronting on Park Street 35 feet and running Southeasterly along the Northern side of said lot of the uniform width of 35 feet to the rear or Southeast side thereof. LESS AND EXCEPT all sovereignty lands.

PARCEL 3: That certain piece, parcel or tract of land situate and being in the City of Jacksonville, County of Duval and State of Florida, described as:
The Northeasterly 6 feet of the Southeasterly 89 feet of Lot 7, and the Southwesterly 43.8 feet of the Southeasterly 89 feet of Lot 8, Block 19, Brooklyn, plat in Deed Book "P", page 379, and Plat Book 1, page 86, former public records, more specifically described as follows:
Starting at the intersection of the boundary line between Lots 7 and 8, Block 19, and the Northern boundary of Oak Street in Block 19, Brooklyn, run thence Southwesterly along the North boundary line of Oak Street 6 feet to an iron for a point of beginning; run thence Northwesterly parallel to the lot line between Lots 7 and 8, a distance of 89 feet to an iron; run thence Northeasterly parallel to Oak Street a distance of 49.8 feet to an iron; run thence Southeasterly parallel to the Western boundary line of Lot 8 to an iron in the North boundary of Oak Street; run thence Southwesterly to point of beginning. LESS AND EXCEPT all sovereignty lands.

PARCEL 4: Part of the Southwest 35 feet of Lot 2, part of the Northeast 61 feet of Lot 3, the Southwest 35 feet of Lot 9, and the Northeast 61 feet of Lot 8, all in Block 19, Brooklyn, and more particularly described as:
Beginning at a point in the Southeasterly line of Park Street, City of Jacksonville, Florida, as now established, 271 feet Southwesterly measured along the Southeasterly line

of Park Street from the Southwesterly line of Jackson Street, running thence Southeasterly and parallel to the Northeasterly line of Dora Street, a distance of 196.5 feet, more or less, to the Northwesterly line of Oak Street, running thence Northeasterly along the Northwesterly line of Oak Street 96 feet, running thence Northwesterly parallel to the North- easterly line of Dora Street 196. 5 feet, more or less, to the South- easterly line of Park Street, running thence Southwesterly along the Southeasterly line of Park Street 96 feet to the point of beginning. LESS AND EXCEPT all sovereignty lands.

PARCEL 5: The Northeasterly 70 feet of Lot 9, Block 19, Brooklyn, according to plat recorded in Deed Book AJ, page 723, of the former public records, except that part thereof described in Deed Book 457, page 342, current public records. LESS AND EXCEPT all sovereignty lands.

BSM: *May 22*
DATE: May 22, 2014

EXHIBIT "B"

ENVIRONMENTAL DISCLOSURE AND RELEASE ADDENDUM

THIS ENVIRONMENTAL DISCLOSURE AND RELEASE ADDENDUM (this "Release") is made a part of and is specifically incorporated by reference into the Contract for Sale and Purchase ("Contract"), for the purchase of the property and the improvements commonly known as 227 Park Street, Jacksonville, Florida, and more particularly described in the attached Exhibit "A" to the Contract (the "Property"). This Release addendum is being signed simultaneously with the Contract. BUYER hereby acknowledges and agrees as follows:

SELLER has advised BUYER that the Property may be affected by petroleum contamination or other environmental hazards or conditions. Specifically, a 1,000-gallon, metal underground storage tank (UST) used initially for diesel storage, and later used for heating oil, was registered in January 1988 by the Florida Department of Health and Rehabilitation as being installed on the Property in 1956, as documented under Registered Facility #8839401. While Chapter 62-761.300(2)(e), Florida Administrative Code (F.A.C.), exempts "any storage tank system with a storage capacity of less than 30,000 gallons used for the sole purpose of storing heating oil for consumptive use on the premises where stored" from regulation and inspection, BUYER would still be responsible for rehabilitation of any petroleum contamination and/or other environmental hazards pursuant to Chapter 62-780, F.A.C. No documented discharges have been reported for the facility and the status of the UST is unknown. No soil or groundwater sampling has been conducted at the Property.

BUYER acknowledges that in the event any form of environmental contamination is discovered on the Property, BUYER will be solely responsible for complete site rehabilitation, and all areas contaminated with petroleum contamination, and/or other environmental hazards or conditions will be properly and thoroughly rehabilitated by BUYER at BUYER's own expense pursuant to Chapter 62-780, F.A.C. BUYER acknowledges that SELLER has advised BUYER to make its own evaluation of the Property. **BUYER acknowledges that it is the sole responsibility of BUYER to conduct any testing and sampling, remediation or restoration on the Property.**

BUYER also acknowledges that BUYER is buying the Property AS-IS, with no warranties nor representations from SELLER whatsoever. BUYER represents and warrants to SELLER that BUYER has made (or will make before closing on the purchase of the Property) its own inspection and evaluation of the Property to BUYER's complete satisfaction, and BUYER accepts the Property AS-IS at the time of closing. BUYER is electing to purchase the Property from SELLER in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that BUYER could incur as the owner of the Property for claims, losses, and damages arising out of any petroleum contamination, and/or other environmental hazards or conditions on the Property. BUYER agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

BUYER further acknowledges that SELLER has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinances, codes, or standards ("Laws"). BUYER hereby agrees not to pursue any claims, losses, or damages, against SELLER, or SELLER's officers, employees, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, BUYER, for itself, and for all BUYER's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases SELLER, and SELLER's officers, employees, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses,

sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of petroleum, petroleum products, petroleum contamination, and/or any other environmental hazards or conditions on the Property or adjacent properties (collectively referred to as "Claims"). **BUYER also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.**

BUYER acknowledges that: (1) it will receive direct and indirect benefits from the Contract; (2) that SELLER has relied and will rely on the representations, covenants and agreements herein in closing the Contract; and (3) that the execution and delivery of this Release is an essential condition but for which SELLER would not close the Contract.

IN WITNESS WHEREOF, BUYER has executed this Release contemporaneously with the Contract as of the date written below.

<p><i>Signed, sealed and delivered</i></p> <p><i>in the presence of:</i></p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Printed Name</p>	<p>"BUYER"</p> <p>_____</p> <p>(If Buyer is an entity, then name of entity)</p> <p>_____</p> <p>(state of organization and type of entity)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>As Its: _____</p> <p>(Affix corporate seal if officer other than President is signing)</p> <p>_____</p> <p>Date signed by BUYER</p>
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STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of _____, a _____, on behalf of the _____, who { } is personally known to me, or { } has produced _____ as identification.

{Notary Seal}

Notary Public - State of _____
My Commission Expires: _____