

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 _____, 20__, 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, MS115
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

BUYER:

Name:

Address:

Phone:

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 _____ AND NO/100 Dollars (\$____), which shall be paid in the following manner:

a. **Deposit:**

BUYER deposits herewith _____ AND NO/100 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 _____ AND NO/100 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 ninety (120) 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 or liens 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 what-so-ever 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. 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, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

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”

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

By: _____
Callie DeHaven, Director
Division of State Lands,
State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund of the
State of Florida

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

“BUYER”

By: _____
Buyer's name here

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

OVERALL DESCRIPTION

TRACTS 1, 2, 3, 4, 6 and South 19.13 feet of 5

From the West $\frac{1}{4}$ corner of Section 27, Township 22 South, Range 30 East, Orange County, Florida, run South 170.31 feet along the centerline of Semoran Boulevard (State Road 436), said centerline being the West boundary of the Southwest $\frac{1}{4}$ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, of the Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly Boundary of said parcel with the following courses and distances: S.89°43'40"E., 479.67 feet; thence run South, 379.42 feet parallel with the aforesaid centerline of Semoran Boulevard; thence run West, 429.67 feet to a point on the East right-of-way line of said Semoran Boulevard, said right-of-way line being 50.00 feet East of when measured at right angles to the aforesaid West boundary of the Southwest $\frac{1}{4}$ of Section 27, thence leaving the aforesaid boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, of the Public Records of Orange County, Florida, run South, 307.33 feet along the aforesaid East right-of-way line of Semoran Boulevard for a POINT OF BEGINNING, said point being located 19.13 feet North of the Northwest corner of that certain parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida; thence continue South 365.48 feet along the said East right-of-way line of Semoran Boulevard to a point on the Northerly boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 178, Page 121, of the Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly boundary of said parcel with the following courses and distances; East 155.00 feet; thence run South 160.00 feet; thence run West 155.00 feet to a point on the aforesaid East right-of-way line of Semoran Boulevard; thence leaving the said boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 178, Page 121, of the Public Records of Orange County, Florida, run South 55.43 feet along said East right-of-way line to the Northwest corner of Lot 1, Block D, AZALEA PARK REPLAT, according to the Plat thereof as recorded in Plat Book "S", Page 66 and 67, of the Public Records of Orange County, Florida; thence run S.89°30'30"E., 500.00 feet along the Northerly boundary of said AZALEA PARK REPLAT to the Southwest corner of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, of the Public Records of Orange County, Florida; thence run North 585.20 feet along the West boundary of said parcel to a point 19.13 feet North of the Northeast corner of the aforesaid parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida; thence run West 500.00 feet along a line parallel with the North line of said Tract 2, to the Point of Beginning. Containing 6.1233 acres.

The above described parcel excluding the Mutal Parking Easement is also described as the following tracts:

TRACT 1: Beginning at a point on the Southwesterly corner of the premises herein described, which Southwesterly corner is located 50 feet Easterly from a point in the centerline of

BSM: 

DATE: October 3, 2024

Lake Barton Road and which point in Lake Barton Road is distant Northerly along the centerline thereof 1444.02 feet from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, and from the said Point of Beginning (the Southwest corner of the premises herein); running thence Northerly, parallel with the centerline of Lake Barton Road, 61.73 feet; thence Easterly 301.16 feet to the Party Wall between the premises herein and the premises adjoining on the North; thence continuing Easterly 170.13 feet through a Party Wall to the end of the building adjoining the North; thence continuing Easterly 28.71 feet to the Northeasterly corner of the premises herein described; thence Southerly, parallel with the centerline of Lake Barton Road, 61.73 feet; and thence Westerly 500 feet to the Point or Place of Beginning.

TRACT 2: Beginning at a point on the Southwesterly corner of the premises herein described, which point is distant 50 feet Easterly from a point in the centerline of Lake Barton Road and which point is distant Northerly along the said centerline of Lake Barton Road 1660.02 feet from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, running thence Northerly, parallel with the centerline of Lake Barton Road, 111.76 feet; thence Easterly 500 feet to the Northeasterly corner of the premises herein described; thence Southerly, 111.56 feet to the Southeasterly corner of the premises herein described; thence Westerly 153.01 feet to a point; thence S.89°45'03"W., 45.99 feet; and thence Westerly 301 feet to the Point or Place of Beginning.

TRACT 3: Beginning at a point on the Southwesterly corner of the premises herein described, which Southwesterly corner is located 50 feet Easterly from a point in the centerline of Lake Barton Road and which last mentioned point is distant 1505.75 feet Northerly along the said centerline of Lake Barton Road from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, and from the said beginning point (the Southwest corner of the premises herein described); running thence Northerly, parallel with the centerline of Lake Barton Road, 154.27 feet; thence Easterly 301 feet to a point; thence N.89°45'03"E., 45.99 feet to a point; thence Easterly 153.01 feet to the Northeasterly corner of the premises herein described, thence Southerly, 154.47 feet; thence Westerly 28.71 feet to the Southerly wall of the building on premises herein described; and thence continuing Westerly and through the centerline of the Party Wall, being the Southerly wall of the premises herein described, 170.13 feet to the front of the building on the premises herein described, and thence continuing Westerly 301.16 feet to the Point or Place of Beginning.

TRACT 4: Begin at a point 1210.0 feet North of the SW corner of Section 27, Township 22 South, Range 30 East, Orange County, Florida; run thence S.89°30'30"E., 315.01 feet; thence North 217.70 feet; thence West 110 feet; thence South 160 feet; thence West 205 feet; thence South 55 feet to the Point of Beginning, LESS the West 50 feet for road Right-of-Way.

TRACT 6: From the West ¼ corner of Section 27, Township 22 South, Range 30 East, run South 170.31 feet along the centerline of Semoran Boulevard (S.R. 436), said centerline being the West boundary of the Southwest ¼ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly boundary of said parcel with the following courses and distances; S.89°43'40"E., 479.67 feet; thence run South 379.42 feet parallel with the aforesaid centerline of Semoran Boulevard; thence run West 429.67 feet to a point on the East Right-of-Way line of said Semoran Boulevard, said Right-of-Way line being 50.00 feet East of when measured at right angles to the aforesaid West

BSM: 

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boundary of the Southwest ¼ of Section 27; thence leaving the aforesaid West boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida, run South 654.22 feet along the aforesaid East Right-of-Way line to a point on the North boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 1588, Page 696, Public Records of Orange County, Florida, thence run South 217.70 feet to the Southeast corner of said parcel and the North boundary of AZALEA PARK REPLAT as recorded in Plat Book S, Pages 66 and 67, Public Records of Orange County, Florida; thence run S.89°30'30"E., 234.99 feet along said Northerly boundary of AZALEA PARK REPLAT to the Southwest corner of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, Public Records of Orange County, Florida, thence run North 238.31 feet along the West boundary of said parcel to the Southeast corner of the aforesaid Tract 1 as recorded in Official Records Book 634, Page 107, Public Records of Orange County, Florida; thence run West 500 feet to the Point of Beginning. Subject to an Orlando Utilities Commission Easement as recorded in Official Records Book 372, Pages 563 through 565, Public Records of Orange County, Florida.

And the South 19.13 feet of the following described as Tract 5.

TRACT 5: From the West ¼ corner of Section 27, Township 22 South, Range 30 East, run South 170.31 feet along the centerline of Semoran Boulevard (S.R. 436), said centerline being the West boundary of the Southwest ¼ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida; thence run along the Northerly, Easterly, and Southerly boundary of said parcel with the following courses and distances: S.89°43'40"E., 479.67 feet; thence run South 30.00 feet parallel with the aforesaid centerline of Semoran Boulevard or the POINT OF BEGINNING, said point also being on the Southerly Right-of-Way line of Dahlia Drive as recorded in Official Records Book 29, Page 385 Public Records of Orange County, Florida; thence continue South 349.42 feet; thence run West 429.67 feet to a point on the East Right-of-Way line of said Semoran Boulevard, said Right-of-Way being 50.00 feet East of when measured at right angles to the aforesaid West boundary of the Southwest ¼ of Section 27; thence leaving the aforesaid boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida, run South 326.46 feet along the aforesaid East Right-of-Way line of Semoran Boulevard to the Northwest corner of that certain parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, Public Records of Orange County, Florida, thence run East 500 feet to the Northeast corner of Tract 2 and the West boundary of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, Public Records of Orange County, Florida; thence run North 675.55 feet to the Northwest corner of said parcel and the aforesaid Southerly Right-of-Way of Dahlia Drive; thence run N.89°43'40"W., 70.33 feet along Southerly Right-of-Way line to the Point of Beginning.

TOGETHER WITH THE FOLLOWING MUTUAL PARKING EASEMENT

The non-exclusive mutual parking easement granted by instrument recorded in Official Records Book 634, page 116, as modified by instruments recorded in Official Records Book 1588, page 687 and in Official Records Book 3523, page 2078, public records of Orange County, Florida over the following described tract:

BSM: *Amy Lewis*

DATE: October 3, 2024

From the Southeast corner of that parcel of land described as "Tract 1" as recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida, said corner being located 1444.02 feet North of and 550.00 feet East of the Southwest corner of Section 27, Township 22 South, Range 30 East, thence run North along the East line of said "Tract 1" a distance of 35.23 feet for a Point of Beginning; thence continue North, along the East line of "Tracts 1, 3 and 2" as described in said Official Records Book 634, Page 107, a distance of 204.00 feet to a point 23.03 feet North of the Southeast corner of said "Tract 2"; thence run East, 30.00 feet; thence run South, 204.00 feet; thence run West 30.00 feet to the Point of Beginning.

BSM: 
DATE: October 3, 2024