

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 20____, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and _____, having an address of _____ ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"). This Contract is contingent upon the conveyance by Buyer of a conservation easement, substantially in the form attached hereto as Exhibit "B."

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for _____ (___) days after such execution by Buyer. If this Contract is not executed by the District on or before _____ (___) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.

3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.

4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property shall be _____ dollars (\$ _____), which shall be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the closing agent designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, 10, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District shall return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than _____ (_____) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2, 4, 10, 13, or 14. The following are additional details of closing:

Contract for Sale and Purchase
Parcel Name: _____
SWF Parcel No.: _____

Revised 11/27/2017

- a. **Time and Place:** The date, time and place of closing shall be set by the District.
- b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.
- c. At closing, Buyer will execute and deliver the Conservation Easement, attached hereto as Exhibit "B", and incorporated herein by this reference, to the District.
- d. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed and the Conservation Easement, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Albert C. Kreischer Jr. at Fuentes and Kreischer Title Company, having an address of 1407 West Busch Boulevard Tampa, FL 33612, as the escrow agent for closing. The 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.
- e. Buyer shall also be responsible for paying Saunders Real Estate in the amount of _____ dollars (\$_____), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate		
<u>Purchase Price for the Property</u>		<u>Maximum Rate</u>
The first	\$0 - \$100,000	6.0%
The next	\$100,001 - \$1,000,000	5.0%
The next	\$1,000,001 - \$5,000,000	4.0%
The next	\$5,000,001 - \$10,000,000	3.0%
The next	\$10,000,001 and over	2.0%

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions 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.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **BASELINE REPORT:** The District at its expense before closing, will obtain a Baseline Natural Resources Inventory report ("BNRI") on the Property. The specific Conservation Values

Contract for Sale and Purchase
 Parcel Name: _____
 SWF Parcel No.: _____

Revised 11/27/2017

of the Property are to be documented in the BNRI report for the Conservation Easement consisting of reports, maps, photographs, and other documentation that the parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of the easement.

The District intends that the Conservation Easement will confine the use of the Parcel to such activities as are consistent with the Conservation Purposes identified in the Conservation Easement and the Conservation Values as documented in the BNRI.

10. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within _____ (__) days from the effective date of this Contract ("Due Diligence Period").

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, F.S.**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

11. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 10 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

12. **SURVEY:** If the Buyer chooses to obtain a survey of the Property or title commitment, the Buyer agrees to provide the District with a certified copy of the survey.

Contract for Sale and Purchase

Revised 11/27/2017

Parcel Name: _____

SWF Parcel No.: _____

13. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

14. **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, the District 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 the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy shall be the right to terminate this Contract by giving written notice to the District 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.

15. **DEFAULT:** If Buyer fails to close within _____ (____) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within _____ (____) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 14, Risk of Loss.

16. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 10, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

17. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

18. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

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

20. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.

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

22. **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 description of the Property is

Contract for Sale and Purchase
Parcel Name: _____
SWF Parcel No.: _____

Revised 11/27/2017

without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the 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 the District, and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

23. **SURVIVAL**: Paragraphs 6c, 6d, 7, 12 and 16 of this Contract will survive delivery and recording of deed and possession of the Property.

24. **ELECTRONIC/FACIMILE SIGNATURE**: The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

25. **MINERAL RIGHTS**: The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

26. **DOCUMENTS**: The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

- Exhibit "A" Legal Description
- Exhibit "B" Conservation Easement

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:
Southwest Florida Water Management District, a public corporation of the State of Florida

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Contract for Sale and Purchase
Parcel Name: _____
SWF Parcel No.: _____

Revised 11/27/2017

Exhibit "A"
Legal Description

Contract for Sale and Purchase
Parcel Name: _____
SWF Parcel No.: _____

Revised 11/27/2017

Exhibit "B"
Conservation Easement

Contract for Sale and Purchase
Parcel Name: _____
SWF Parcel No.: _____

Revised 11/27/2017