



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 specified in a notice by the DEPARTMENT to the BUYER at least 15 days prior to the closing date.

b. **Conveyance:** At closing, SELLER will deliver to BUYER a fully executed Fee Simple Deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. BUYER shall reimburse DEPARTMENT at closing for any closing costs that are initially paid for by DEPARTMENT. 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 Citrus or an escrow agent designated by DEPARTMENT 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 DEPARTMENT, 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. **EASEMENTS, RESTRICTIONS AND ENCUMBRANCES:** BUYER agrees to take title to the Property subject to 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. Upon closing, BUYER is responsible for all real estate taxes and assessments related to the property accruing from and after closing.

6. **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.

**7. 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.

**8. 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.

**9. 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 Fee Simple 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.

**10. 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.

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

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

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

14. **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.

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

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

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

**"SELLER"**

STATE OF FLORIDA, DEPARTMENT OF CITRUS  
(which is governed by the agency head known as the Florida Citrus Commission)

By: \_\_\_\_\_ (SEAL)  
TITLE: Executive Director  
FLORIDA DEPARTMENT OF CITRUS

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
Edwin A. Scales III  
Counsel to Florida Citrus Commission

**"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**

From the NW corner of the NE 1/4 of the NE 1/4 of Section 18, Township 28 South, Range 24 East run S 0° 22' 00" E. 67.85 feet; thence N. 89° 27' 00" E. 453.41 feet along the South boundary of East Memorial Boulevard also known as State Road #600 to the point of beginning; thence continuing along said South boundary N 89° 27' 00" E. 308.47 feet to the P. C. of a curve, of 2814.94 feet radius on said South boundary line of State Road #600; thence curving to the right or Southeasterly along said curve and right of way line 191.58 feet; thence S 0° 18' 40" E. 300 feet; thence N. 88° 35' 00" W. 191.53 feet; thence S. 89° 27' 00" W. 308.47 feet; thence N 0° 18' 40" W. 300 feet to the point of beginning on the South boundary line of East Memorial Boulevard.