

LEGISLATIVE

120216B

CONTRACT FOR SALE OF REAL PROPERTY

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the BUYER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from contract to contract.)

BUYER shall mean:

Name:	City of Gainesville, a Florida municipal corporation
Address:	200 E. University Avenue Gainesville, Florida 32601
Phone:	(352) 334-5015

PURCHASE PRICE shall mean: \$186,000.00.

BINDER shall mean the total sum of: \$500.00

REALTORS shall mean the realtor(s) and/or broker(s) listed below. The REALTORS shall be paid a commission as listed below by the party designated below.

<u>REALTOR</u>	<u>Commission</u>	<u>Party Paying Commission</u>
Jim King Realty, Inc. 315 N. Main Street Chiefland, Florida 32626 (352) 493-2221	6%	DISTRICT

CLOSING AGENT shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties herein shall continue to act as attorney for the DISTRICT and not the BUYER regarding this transaction.

CLOSING DATE shall mean the date the closing of this transaction shall occur.

CONTRACT shall mean this "Contract for Sale of Real Property".

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property located in Alachua County, Florida and more particularly described as follows:

TOWNSHIP 8 SOUTH, RANGE 20 EAST

CONTRACT FOR SALE OF REAL PROPERTY

SECTION 31: A sixty acre parcel located in the N 1/2 of said Section 31, more particularly described as follows:

The South 898.00 feet of Government Lot 5 and that portion of the South 898.00 feet of Government Lot 6 lying East of the right of way of State Road 121.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY as follows:
 - 3.1 \$500.00 credit for BINDER already received;
 - 3.2 \$13,000.00 in cash, at closing; and,
 - 3.3 \$172,500.00 shall be paid, at closing, in the form of a promissory note (the "Note") from the BUYER to the DISTRICT, at an interest rate of one percent (1%) per annum, payable in 14 equal yearly payments with one payments due on each anniversary of the CLOSING DATE. The Note shall be in customary form and provide no prepayment penalties. The Note shall not be secured by a mortgage or security agreement.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:	-Preparation of the deed of conveyance. -All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any. -DISTRICT's attorneys fees
BUYER shall pay for:	-Charges to record the deed of conveyance -Documentary Stamp Tax of the deed of conveyance -Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges) -Costs of environmental audit, if any -All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any -All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years -BUYER's attorneys fees
6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.

7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the legal description of the PROPERTY shown herein.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **ENVIRONMENTAL MATTERS:**
- 9.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
- 9.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
10. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.

11. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, through the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
12. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
 - 12.1 For a default raised prior to the closing of this transaction:
 - 12.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
 - 12.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
 - 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, and (2) the entity who prepared the BUYER's environmental audit, if any.
14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and

No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
- 18.1 The condition of title to the PROPERTY;
 - 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
 - 18.3 The number of acres contained in the PROPERTY;
 - 18.4 The environmental condition of the PROPERTY;
 - 18.5 The amount and value of the timber on the PROPERTY, if any;
 - 18.6 The fitness of the PROPERTY for any particular use;
 - 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
 - 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither

the BUYER nor the BINDER is thereby released.

21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.

35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

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 HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FORM LEAD BASED PAIN THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD

BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this ____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Charles H. Houser, III
As its Acting Executive Director

(The remainder of this page was intentionally left blank.)

EXECUTED on this _____ day of _____, 2012 by BUYER, the City of Gainesville, a Florida municipal corporation.

CITY COMMISSION OF THE CITY OF
GAINESVILLE, FLORIDA

By: _____

Mayor

Attest: _____

City Clerk

(The remainder of this page was intentionally left blank.)

RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on _____, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
George T. Reeves
For the Firm

(The remainder of this page was intentionally left blank.)