

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
CONTRACT FOR SALE AND PURCHASE DEPOSIT RECEIPT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the SELLER and the BUYER as follows:

**SELLER:** State of Florida Department of Agriculture and Consumer Services ("SELLER") ("DACS").

**ADDRESS:** Plaza Level Ten, The Capitol  
Tallahassee, Florida 32399-0810

**BUYER:** City of Gainesville, a Florida municipal corporation

**ADDRESS:** Post Office Box 490, Gainesville, Florida 32602

**TELEPHONE:** Sam Bridges @ 352-393-8404

1. **AGREEMENT TO SELL:** The SELLER hereby agrees to sell and the BUYER hereby agrees to buy in accordance with this contract all that certain real property, together with all improvements, easements and appurtenances, legally described as:

Property located in Alachua County; more particularly described in attached EXHIBIT "A" of this Contract for Sale.

2. **PURCHASE PRICE:** BUYER hereby offers to purchase the property for FOUR HUNDRED and SIXTY-NINE THOUSAND dollars (\$469,000.00) which shall be paid in the form of a Certified or Cashier's check in the following manner:

A. **Deposit:** BUYER deposits herewith FORTY-FIVE THOUSAND dollars (\$45,000.00) in the form of a Certified or Cashier's check from a financial institution as defined by Section 655.005, Florida Statutes, and in a form acceptable to the SELLER, made payable to the Department of Agriculture, as an earnest money deposit. The entire deposit of the successful BUYER shall be applied toward the purchase price. If Buyer fails to perform under the terms of this contract, BUYER shall forfeit the DEPOSIT to the SELLER.

B. **Balance:** The balance of purchase price for the property in the amount of FOUR HUNDRED and TWENTY-FOUR THOUSAND dollars (\$424,000.00) shall be paid by Certified or Cashier's Check made payable to the Department of Agriculture at the time of closing. Any costs of sale incurred by the SELLER shall be paid by separate Certified or Cashier's Check made payable to the Department of Agriculture at the time of closing.

3. **TIME OF ACCEPTANCE:** If the SELLER does not accept this offer, the deposit shall be returned to the BUYER and this offer shall be null and void. Notice of acceptance or rejection of this offer shall be sent to the BUYER after the SELLER'S decision.

4. **CLOSING, EXPENSES, AND POSSESSION:** This contract shall be executed following approval by the SELLER, and the deed delivered after execution by the SELLER. The SELLER will deliver possession of the Property to the BUYER at closing. The following are additional details of closing:

A. **Time and Place:** The closing will be July 31, 2009, at First American Title, 2632 Northwest 43<sup>rd</sup> Street, Building C, Gainesville, Florida 32606 ;

B. **Conveyance:** At closing, the SELLER will deliver to the BUYER a fully executed quitclaim deed conveying the property and any improvements in "AS IS, WHERE IS CONDITION," subject to a reservation in favor of the Department of Agriculture, without right-of-entry, 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. The form of the Quitclaim Deed shall substantially comply with the form attached hereto as EXHIBIT "B"; and

C. **Expenses:** The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through advertising and appraisal of the property, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or attorney's fees. The SELLER may require that the closing be processed by and through a title insurance company officer, or other agent, designated by the SELLER, and in that event the BUYER shall pay any costs charged by

such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract. At the time of closing the BUYER shall pay by separate Certified or Cashier's Check in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to pay for costs which shall be calculated and itemized not less than 3 working days prior to closing.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The BUYER shall pay all outstanding real estate taxes. The BUYER shall take title to the property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.

6. WETLANDS: Any wetlands on this property may be subject to the permitting requirements of the Department of Environmental Protection or the water management district.

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 health department.

8. CONDITION OF THE PROPERTY: The BUYER acknowledges that he has inspected the premises, and agrees to accept the property in "AS IS, WHERE IS CONDITION". BUYER further acknowledges that he has voluntarily chosen to use all improvements, including any fire towers, wells, or other conditions on the property and assumes all risk without limitation from their continued use or presence on the property. The SELLER makes no warranties or representations whatsoever as to the condition of the property, including all improvements, or the merchantability of the property, or the fitness for any particular uses or purpose. The BUYER acknowledges that the DACS has provided BUYER a copy of an Asbestos Survey and Lead-Based Paint Test for each structure on the Property ("Premises") containing materials ("ACM") and lead-based paint ("LBP"), and acknowledges the receipt of a Radon Test for all habitable structures. The Buyer hereby waives and releases the Department from all claims, causes of actions and damages of any nature whatsoever, including attorney's fees and costs incurred arising from or in connection with the condition, presence and future use of any improvements or conditions on the property, and the presence of or subsequent removal of ACM, LBP and Radon Gas from the Premises. This release shall be binding upon the heirs, successors and assigns of BUYER and shall be governed by and construed in accordance with the laws of the State of Florida and shall survive closing. Subject to the limitations contained in s. 768.28, Florida Statutes, BUYER expressly agrees to indemnify, defend and hold harmless the SELLER from any and all claims that may arise from the continued use and presence of all improvements and conditions on the property.

9. RISK OF LOSS: In the event of any substantial damage to the property in excess of \$ \_\_\_\_\_ between the date of this agreement and the date of closing, the 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 the SELLER elects not to repair the damaged property, the BUYER'S sole remedy shall be the right to rescind this contract by giving written notice to the SELLER and to receive a refund of the earnest money 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, the parties shall proceed to closing as though no damage has occurred.

10. DEFAULT: If the BUYER fails to perform any covenants of this agreement, the earnest money deposit may be retained by the SELLER without waiving any action for damages resulting from BUYER'S default. Alternatively, the SELLER may seek specific performance of the terms and conditions herein. If the SELLER fails to perform any covenants of this contract, the deposit shall be returned to BUYER as BUYER'S sole remedy. In that event, all parties shall be released of their rights and obligations under this contract. In connection with any dispute arising out of this contract, including, without limitation, litigation and appeals, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. SUCCESSORS: Upon execution of this contract by the BUYER, this contract shall be binding upon and inure to the benefit of the BUYER, its 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: The BUYER shall not assign this contract without the prior written consent of the Director of the Division of Administration.

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 and signed by all parties.

16. SURVIVAL: The covenants of this contract shall survive delivery and recording of deed and possession of the property.

17. SELLER ACCEPTANCE: This contract shall not bind the SELLER or the State Of Florida in any manner unless or until it is approved by the SELLER and legally executed.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale to be executed on the day and year first above written.

**BUYER**

CITY OF GAINESVILLE

\_\_\_\_\_  
Russ Blackburn, Manager

Attest \_\_\_\_\_

\_\_\_\_\_  
Date signed by BUYER

\_\_\_\_\_  
Witness as to BUYER

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness as to BUYER

\_\_\_\_\_  
Print Name

(SEAL)

**SELLER**

STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES CHARLES H. BRONSON, COMMISSIONER

\_\_\_\_\_  
Mike Gresham, Director of Division of Administration

\_\_\_\_\_  
Date signed by SELLER

\_\_\_\_\_  
Witness as to SELLER

\_\_\_\_\_  
Witness as to SELLER

Approved as to Form and Legality

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

The following legal description was taken from an October 20, 2005 survey prepared by George F. young, Inc. that was provided by the Florida Department of Environmental Protection.

(O.R.B. 541, PAGE 183)

*COMMENCE AT THE SOUTHWEST CORNER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) SOUTH, RANGE TWENTY (20) EAST, AND RUN NORTH 1137 FEET, THENCE RUN EAST 420 FEET, THENCE RUN SOUTH 1137 FEET TO THE SOUTH LINE OF SAID SECTION TWENTY-SEVEN (27), THENCE RUN WEST ALONG SOUTH LINE OF SECTION TWENTY-SEVEN (27) 420 FEET, TO THE POINT OF BEGINNING, LESS THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES (CONTAINING 9.93 ACRES)*

DRAFT

**EXHIBIT "B"**

**STATE OF FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES**

SPACE BELOW FOR RECORDER'S USE

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES is empowered to convey certain lands pursuant to Sections 253.025(13) and 570.07(25), Florida Statutes (2002), under the terms and conditions set forth therein, all of which have been duly met; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, did transfer this property to the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES on the \_\_\_ day of \_\_\_\_\_ A.D. 2003.

NOW, THEREFORE, the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as "Grantor" through the undersigned COMMISSIONER OF AGRICULTURE, under authority of Section 253.025(13) and Section 570.07(25), Florida Statutes, for and in consideration of the sum of Ten Dollars (10.00) and other good and valuable consideration, to it in hand paid by the City of Gainesville, a Florida municipal corporation, as "GRANTEE", whose address is Post Office Box 490, Gainesville, Florida 32602 has remised, released, and quitclaimed unto GRANTEE his successors, heirs, and assigns, forever, all the right, title, interest claim, and demand which GRANTOR may have in and to the following described lands in Alachua County, Florida, to-wit:

**LEGAL DESCRIPTION OF THE PROPERTY**

The following legal description was taken from an October 20, 2005 survey prepared by George F. young, Inc. that was provided by the Florida Department of Environmental Protection.

(O.R.B. 541, PAGE 183)

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SAVING AND RESERVING unto GRANTOR and its successors, without right-of-entry, 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.

TO HAVE AND TO HOLD the above-described premises subject to outstanding easements, reservations and other interest appearing of record.

IN TESTIMONY Whereof, the COMMISSIONER OF AGRICULTURE has hereto subscribed his name and has caused the official seal of said DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES to be hereunto affixed in the City of Tallahassee, Florida, on this \_\_\_\_ day of \_\_\_\_\_ A.D. 2009.

(DEPARTMENT SEAL)

\_\_\_\_\_  
CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE

Approved as to form and legality:

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D. 2009. by CHARLES H. BRONSON, Commissioner of Agriculture, who is personally known to me or has produced a driver's license as identification and who did take an oath, and who acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

\_\_\_\_\_  
Notary Public: Signature

\_\_\_\_\_  
Name of acknowledged typed, printed or stamped

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

Instrument prepared by:  
Division of Forestry  
3125 Conner Blvd.  
Tallahassee, Florida 32399-1650