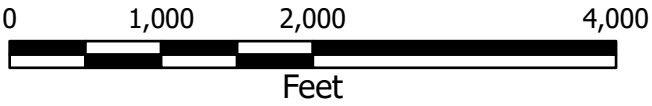


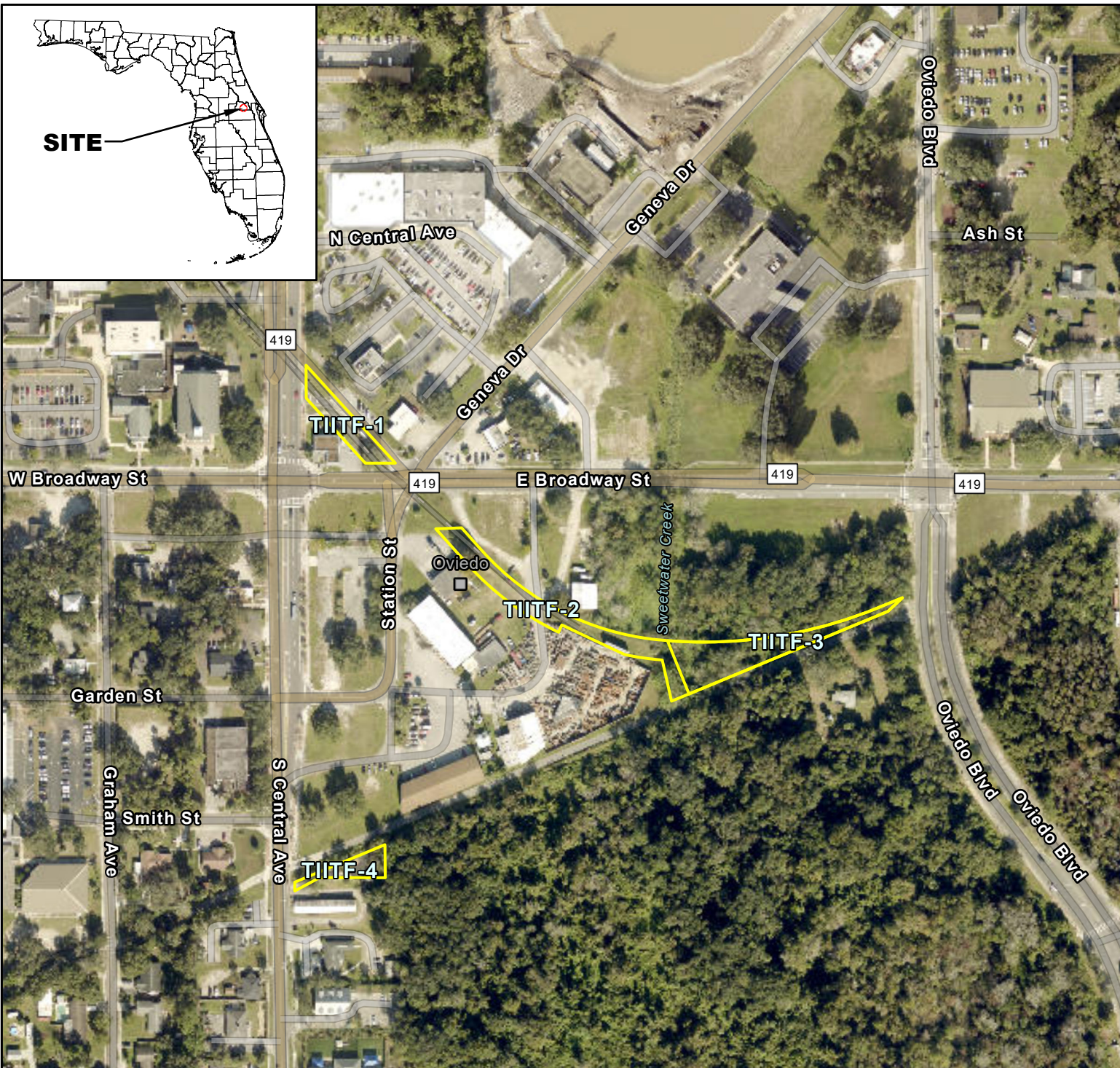
 Subject Parcels



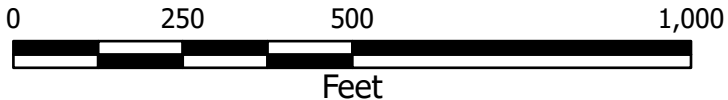
Seminole County Surplus
TIITF-1: Big John's on Central, LLC; TIITF-2: EIL NC Main Office Complex, LLC;
TIITF-3: 83 Clark Street, LLC; TIITF-4: 160 S Central, LLC
 Seminole County, Florida



SITE



 Subject Parcels



Seminole County Surplus
TIITF-1: Big John's on Central, LLC; TIITF-2: EIL NC Main Office Complex, LLC;
TIITF-3: 83 Clark Street, LLC; TIITF-4: 160 S Central, LLC
Seminole County, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

Approved for Agenda
Purposes Only
By: [Signature]
DEP Attorney
Date: 2/13/2024

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: BIG JOHN'S ON CENTRAL, LLC, a Florida limited liability company
Address: 261 Plaza Drive, Suite D
Oviedo, FL 32765
Phone: (407) 325-1574

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 FIFTY THOUSAND ONE HUNDRED FIFTY AND NO/100 Dollars (\$50,150.00), which shall be paid in the following manner:

a. **Deposit:**

BUYER deposits herewith FIVE THOUSAND FIFTEEN AND NO/100 Dollars (\$5,015.00) 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 FORTY-FIVE THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 Dollars (\$45,135.00) 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 (90) 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

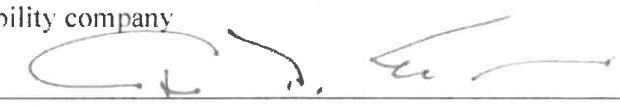
By: _____
Callie DeHaven, Director
Division of State Lands,
State of Florida Department of Environmental Protection,
as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

“BUYER”

BIG JOHN’S ON CENTRAL, LLC, a Florida limited
liability company

By: _____
Arthur F. Evans, Manager


Return to:
CJ Parks
BRES. MS115

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SKETCH OF DESCRIPTION

TIF-1

A PORTION OF LOTS 1, 2 AND 3, BLOCK A WILSON'S ADDITION TO OVIEDO, PLAT BOOK 1 PAGE 53, SEMINOLE COUNTY PUBLIC RECORDS, AND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 89°51'58" WEST ALONG THE SOUTH LINE OF AFORESAID SECTION 10, A DISTANCE OF 1133.53 FEET; THENCE NORTH 00°08'02" WEST, A DISTANCE OF 24.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST BROADWAY STREET PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP F.A. PROJECT NUMBER 5961-009 U, SECTION 77060; THENCE NORTH 42°21'22" WEST, A DISTANCE OF 19.43 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42°21'22" WEST, A DISTANCE OF 177.57 FEET; THENCE NORTH 00°1'35" WEST, A DISTANCE OF 67.04 FEET; THENCE SOUTH 42°21'22" EAST, A DISTANCE OF 768.73 FEET; THENCE SOUTH 89°57'22" WEST, A DISTANCE OF 60.85 FEET TO THE POINT OF BEGINNING

CONTAINING 10,030 SQUARE FEET, MORE OR LESS

BSM *[Signature]*

DATE July 6, 2023



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

JOB NUMBER	180445	DATE	06/24/23
SCALE	1"=75'		
DRAWN BY	DWS		
APPROVED BY	BSM		
DATE	REVISION	HISTORY	
06/26/19	REVISED PER COMMENTS		
08/13/20	REVISED PER CLIENTS REQUEST		



480 WILDLIFE TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 857-4200
FAX: (407) 882-8220

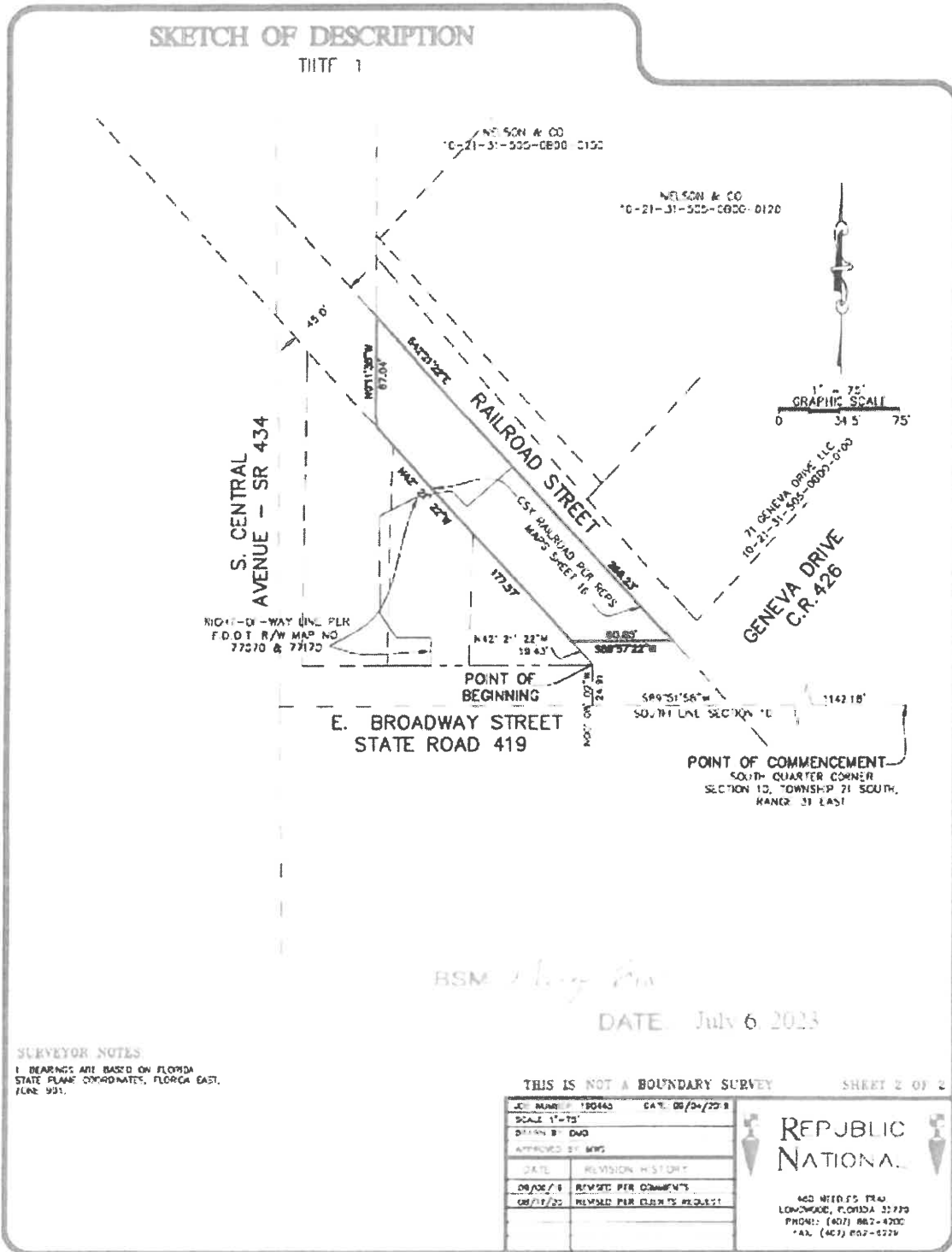
IT IS WHO WRITES THE SIGNATURE AND THE ORIGINAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPING AGENT AND BELONGS TO SUCH PERSON, SETTING OUT REPORTS BY OTHER THAN THE SURVEY PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SURVEY PARTY OR PARTIES.

[Signature]

MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF
REPUBLIC NATIONAL, # 18 0445

SKETCH OF DESCRIPTION

T11TF 1



BSM *[Signature]*

DATE: July 6 2023

SURVEYOR NOTES
 1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, FLORIDA EAST, ZONE 931.

THIS IS NOT A BOUNDARY SURVEY SHEET 2 OF 2

JOB NUMBER	190440	DATE	08/24/2018
SCALE	1"=75'	DRAWN BY	DWD
APPROVED BY	BWS	DATE	REVISION HISTORY
		08/22/18	REVISED PER CLIENT'S
		08/11/22	REVISED PER CLIENT'S REQUEST

REPUBLIC NATIONAL

460 WINTER PARK
 LOWMOORE, FLORIDA 32779
 PHONE: (802) 882-4700
 FAX: (802) 882-6229

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

Approved for Agenda
Purposes Only
By: [Signature]
DEP Attorney

Date: 2/13/2024
day of

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this _____, 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: EIL NC MAIN OFFICE COMPLEX, LLC, a Florida limited liability company
Address: 261 Plaza Drive, Suite D
Oviedo, FL 32765
Phone: (407) 325-1574

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 ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$111,575.00), which shall be paid in the following manner:

a. **Deposit:**

BUYER deposits herewith ELEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND 50/100 Dollars (\$11,157.50) 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 ONE HUNDRED THOUSAND FOUR HUNDRED SEVENTEEN AND 50/100 Dollars (\$100,417.50) 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 (90) 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

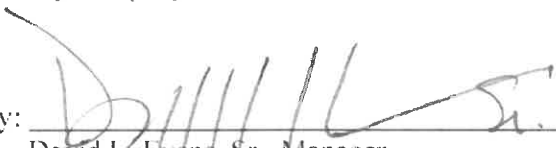
By: _____
Callie DeHaven, Director
Division of State Lands,
State of Florida Department of Environmental Protection,
as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

“BUYER”

EIL NC MAIN OFFICE COMPLEX, LLC, a Florida limited
liability company

By:  _____
David L. Evans, Sr., Manager

Return to:
CJ Parks
BRES. MS115

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SKETCH OF DESCRIPTION

TIIF-2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 15; THENCE SOUTH 89°51'58" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 15, A DISTANCE OF 951.87 FEET; THENCE SOUTH 00°08'02" EAST, A DISTANCE OF 92.39 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 41°56'46" EAST, A DISTANCE OF 61.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 553.73 FEET, A CENTRAL ANGLE OF 42°16'17" AND A CHORD DISTANCE OF 399.32 FEET WHICH BEARS SOUTH 63°04'43" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 408.53 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 931.98 FEET, A CENTRAL ANGLE OF 01°15'08" AND A CHORD DISTANCE OF 20.36 FEET WHICH BEARS SOUTH 84°50'57" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.36 FEET; THENCE SOUTH 22°02'35" EAST, A DISTANCE OF 116.42 FEET; THENCE SOUTH 67°27'00" WEST, A DISTANCE OF 38.42 FEET; THENCE NORTH 12°45'28" WEST, A DISTANCE OF 85.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 593.73 FEET, A CENTRAL ANGLE OF 07°24'23" AND A CHORD DISTANCE OF 76.69 FEET WHICH BEARS NORTH 81°47'24" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.65 FEET; THENCE NORTH 64°51'22" WEST, A DISTANCE OF 141.01 FEET; THENCE SOUTH 23°25'17" WEST, A DISTANCE OF 15.97 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 593.73 FEET, A CENTRAL ANGLE OF 22°31'15" AND A CHORD DISTANCE OF 231.87 FEET WHICH BEARS NORTH 53°11'18" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 233.37 FEET; THENCE NORTH 41°56'46" WEST, A DISTANCE OF 94.96 FEET; THENCE NORTH 87°58'42" EAST, A DISTANCE OF 52.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,315 SQUARE FEET, MORE OR LESS.

BSM *[Signature]*

DATE July 6, 2023



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

JOB NUMBER: 190448		DATE: 06/05/2019	
SCALE: 1"=100'			
DRAWN BY: DHD			
APPROVED BY: LMS			
DATE	REVISION HISTORY		

REPUBLIC NATIONAL

 880 NEEDLES TRAIL

 LONGWOOD, FLORIDA 32779

 PHONE: (407) 882-4200

 FAX: (407) 882-6220

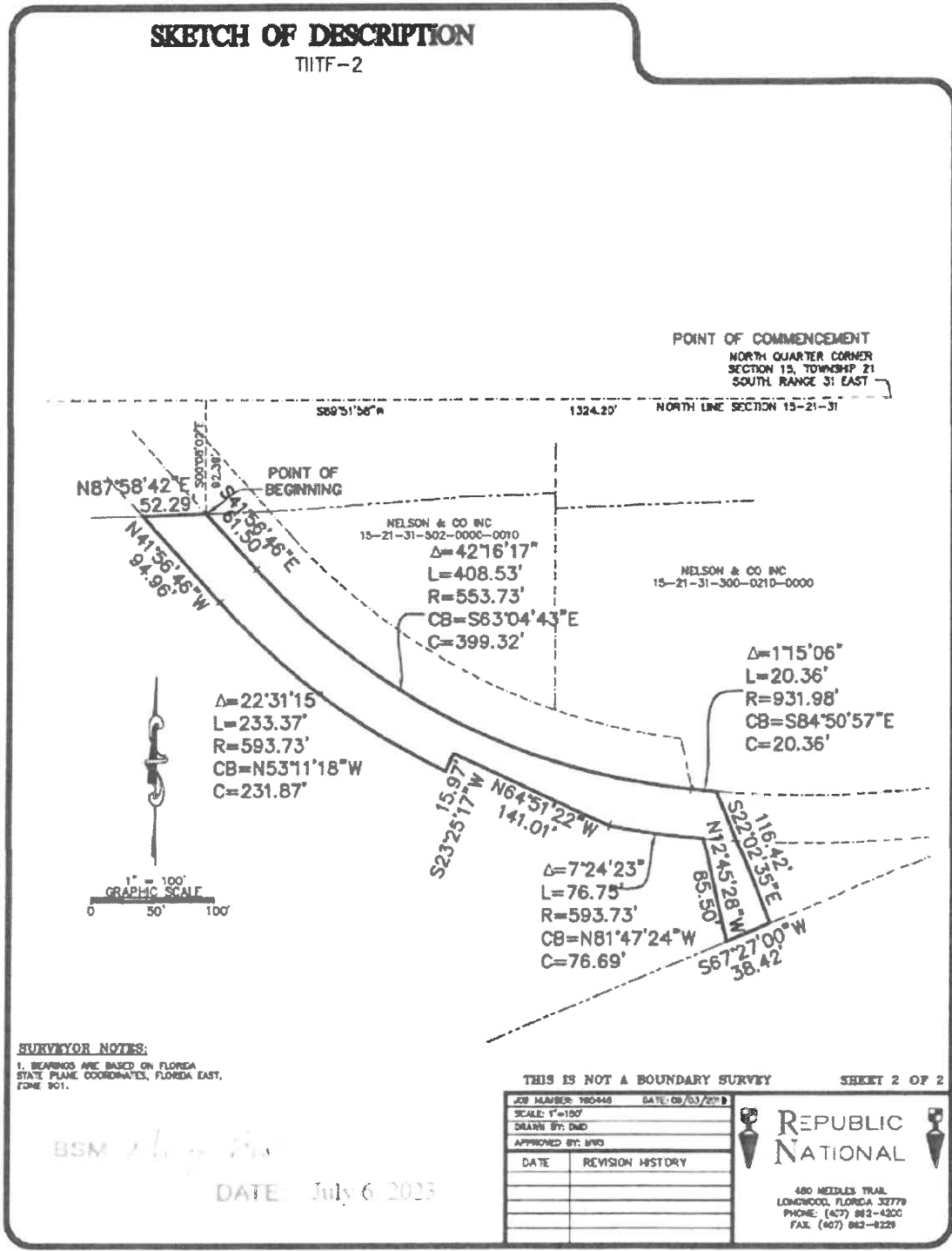
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL NUMBER SEAL OF A LICENSED SURVEYOR AND MAPPING ENGINEER AND SUBJECT TO SURVEY MAPS, RECORDS, OR REPORTS BY STATE THAN THE COMMON PRACTICE OR PRACTICE IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SURVEYING PARTY OR PARTIES.

[Signature]

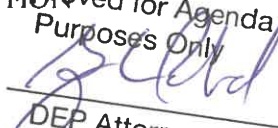
MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF
REPUBLIC NATIONAL, LLC #300

SKETCH OF DESCRIPTION

TITF-2



STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

Approved for Agenda
Purposes Only
By: 
DEP Attorney
Date: 2/13/2024

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: 83 CLARK STREET, LLC, a Florida limited liability company
Address: 261 Plaza Drive, Suite D
Oviedo, FL 32765
Phone: (407) 325-1574

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 ONE HUNDRED THREE THOUSAND TWO HUNDRED SIXTY-FIVE AND NO/100 Dollars (\$103,265.00), which shall be paid in the following manner:

a. **Deposit:**

BUYER deposits herewith TEN THOUSAND THREE HUNDRED TWENTY-SIX AND 50/100 Dollars (\$10,326.50) 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 NINETY-TWO THOUSAND NINE HUNDRED THIRTY-EIGHT AND 50/100 Dollars (\$92,938.50) 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 (90) 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”

83 CLARK STREET, LLC, a Florida limited liability
company

By:  _____
Arthur F. Evans, Manager

Return to:
CJ Parks
BRES. MS115

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SKETCH OF DESCRIPTION

T11F-3

A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 15; THENCE SOUTH 00°42'16" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 15, A DISTANCE OF 235.42 FEET; THENCE SOUTH 89°17'44" WEST, A DISTANCE OF 61.06 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 47°00'55" WEST, A DISTANCE OF 40.23 FEET; THENCE SOUTH 67°27'00" WEST, A DISTANCE OF 436.30 FEET; THENCE NORTH 22°02'35" WEST, A DISTANCE OF 116.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 931.98 FEET, A CENTRAL ANGLE OF 26°48'35" AND A CHORD DISTANCE OF 432.12 FEET WHICH BEARS NORTH 81°07'13" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 436.09 FEET; THENCE NORTH 67°42'56" EAST, A DISTANCE OF 53.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,653 SQUARE FEET, MORE OR LESS.

BSM *Henry B...*

DATE July 6 2023



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

JOB NUMBER: 180448		DATE: 06/30/2018	
SCALE: 1"=100'			
DRAWN BY: DML			
APPROVED BY: MWS			
DATE	REVISION HISTORY		

REPUBLIC NATIONAL

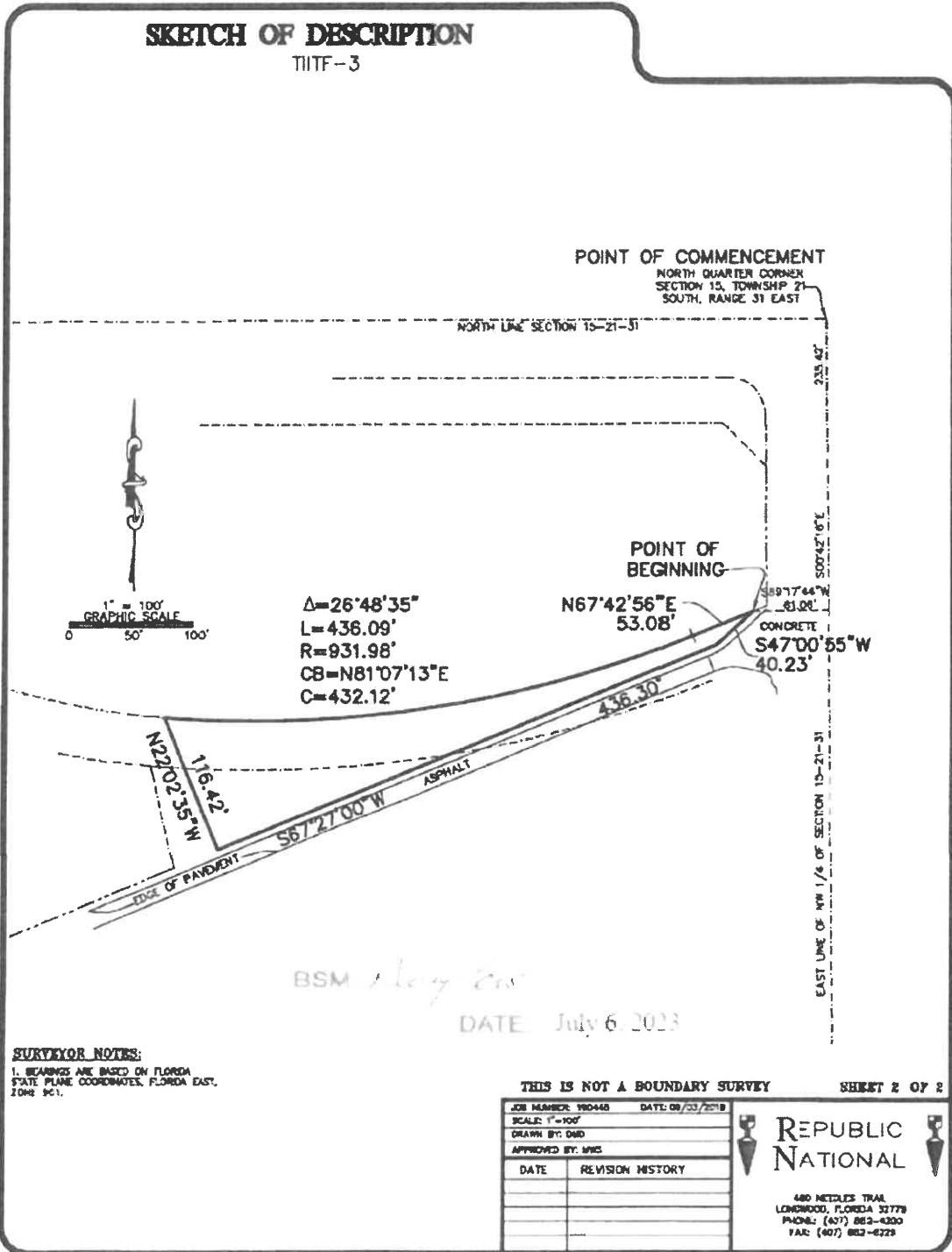
AND NEEDLES TRAIL
LONDOND, FLORIDA 32773
PHONE: (407) 882-8200
FAX: (407) 882-8229

SEE THIS REPORT THE SIGNATURE AND THE ORIGINAL RASPS SEAL OF A FLORIDA LICENSED SURVEYOR AND SUPPORT ADDITIONS AND CORRECTIONS TO SURVEY MAPS, DISTRICTS, OR REPORTS BY OTHER THAN THE ISSUING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE ISSUING PARTY OR PARTIES.

[Signature]

MICHAEL W. SOLITRO, PS# 4458
FOR THE FIRM OF
REPUBLIC NATIONAL (SLS 630C)

SKETCH OF DESCRIPTION
T11TF-3



SURVEYOR NOTES:
1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, FLORIDA EAST, ZONE 901.

THIS IS NOT A BOUNDARY SURVEY SHEET 2 OF 2

JOB NUMBER: 190448		DATE: 08/23/2019	
SCALE: 1"=100'			
DRAWN BY: DMD			
APPROVED BY: JMS			
DATE	REVISION HISTORY		

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONNWOOD, FLORIDA 32778
PHONE: (407) 883-4300
FAX: (407) 883-8228

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

Approved for Agenda
Purposes Only
By: [Signature]
DEP Attorney
Date: 2/13/2024

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: 160 S CENTRAL, LLC, a Florida limited liability company
Address: 261 Plaza Drive, Suite D
Oviedo, FL 32765
Phone: (407) 325-1574

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 TWENTY-NINE THOUSAND SEVEN HUNDRED FIVE AND NO/100 Dollars (\$29,705.00), which shall be paid in the following manner:

a. **Deposit:**

BUYER deposits herewith TWO THOUSAND NINE HUNDRED SEVENTY AND 50/100 Dollars (\$2,970.50) 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 TWENTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 50/100 Dollars (\$26,734.50) 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 (90) 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”

160 S CENTRAL, LLC, a Florida limited liability company

By:  _____
Arthur F. Evans, Manager


Return to:
CJ Parks
BRES. MS115

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SKETCH OF DESCRIPTION

T11TF-4

A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 15; THENCE SOUTH 89°51'58" WEST ALONG THE NORTH LINE OF AFORESAID SECTION 15, A DISTANCE OF 1324.20 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°38'47" EAST ALONG SAID EAST LINE, A DISTANCE OF 819.95 FEET TO A POINT ON THE SOUTHERLY LINE OF CROSS SEMINOLE TRAIL; THENCE NORTH 67°23'06" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 27.56 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67°23'19" EAST, A DISTANCE OF 197.88 FEET; THENCE SOUTH 00°43'15" EAST, A DISTANCE OF 66.78 FEET; THENCE NORTH 89°55'50" WEST, A DISTANCE OF 132.73 FEET; THENCE SOUTH 62°08'48" WEST, A DISTANCE OF 57.31 FEET; THENCE NORTH 00°29'15" WEST, A DISTANCE OF 17.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,941 SQUARE FEET, MORE OR LESS.

BSM July 6 2023

DATE July 6 2023



THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

JOB NUMBER: 190440		DATE: 08/03/2018	
SCALE: 1"=100'			
DRAWN BY: DMC			
APPROVED BY: MWS			
DATE	REVISION HISTORY		

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 882-4200
FAX: (407) 882-8228

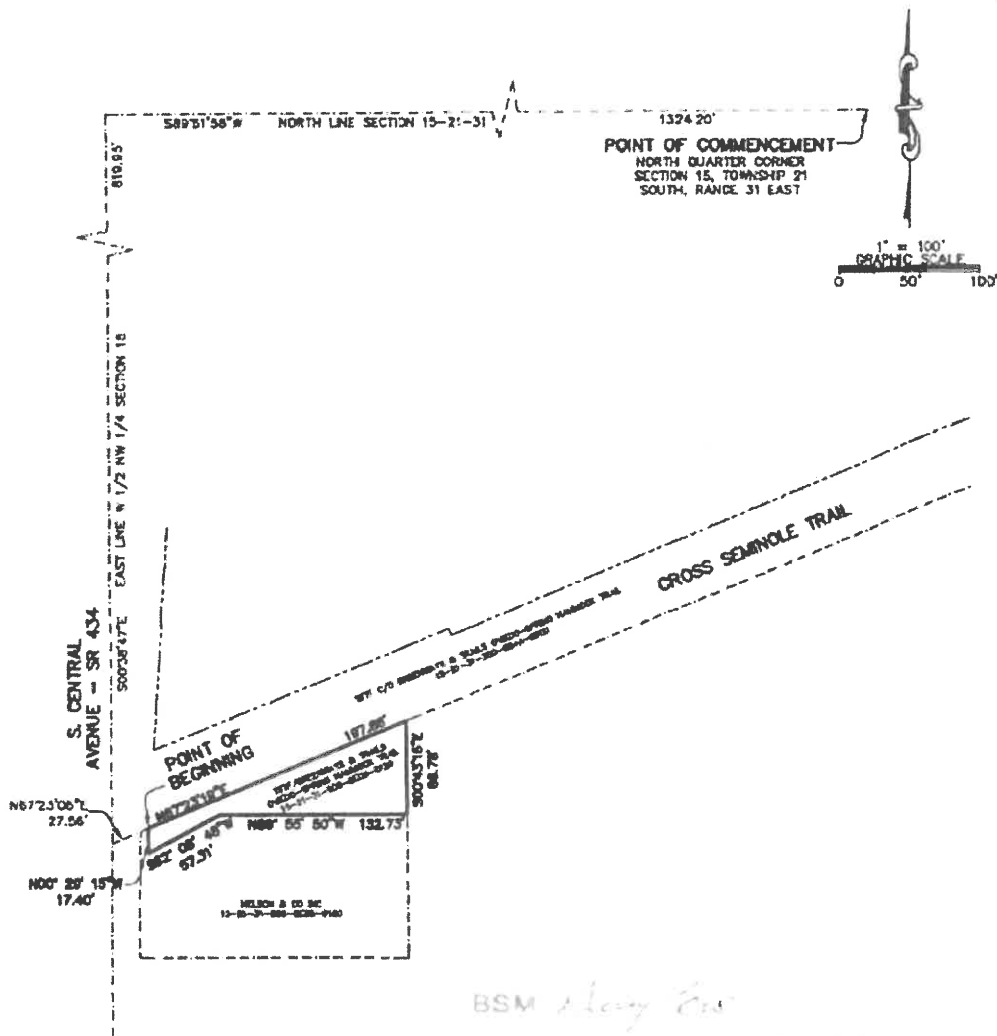
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL NAMED SEAL OF A FLORIDA LICENSED SURVEYOR AND ENGINEER, ARCHITECT AND GEOTECHNICAL ENGINEER, OR REGISTERED PROFESSIONAL ENGINEER, OR REGISTERED PROFESSIONAL LAND SURVEYOR.

[Signature]

MICHAEL W. SOLITRO, PSM #14450
FOR THE FIRM OF
REPUBLIC NATIONAL, LLC #300

SKETCH OF DESCRIPTION

TIITF-4



BSM *[Signature]*

DATE July 6, 2023

SURVEYOR NOTES:
 1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, FLORIDA 83°, ZONE 801.

THIS IS NOT A BOUNDARY SURVEY SHEET 2 OF 2

JOB NUMBER: 190445	DATE: 06/03/2019
SCALE: 1"=100'	
DRAWN BY: DMD	
APPROVED BY: MVS	
DATE	REVISION HISTORY

REPUBLIC NATIONAL

460 MEADES TRAIL
 LONGWOOD, FLORIDA 32779
 PHONE: (407) 887-4300
 FAX: (407) 882-8229

February 20, 2024

Ms. Callie DeHaven, Director
Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Boulevard, Mail Station 100
Tallahassee, FL 32399-3000

Dear Ms. DeHaven,

On behalf of the Board of County Commissioners, I am writing in support of the transfer of surplus land from Seminole County Government to the State of Florida, Division of State Lands, as it is no longer needed for local purposes. This surplus land presents a unique opportunity for the State to utilize it for the benefit of the broader community.

This transfer to the State of Florida will enable more effective and efficient land management, fostering sustainable development and contributing to the overall well-being of our state. The expertise and resources comprised within the Division of State Lands will ensure that these properties are utilized in a manner that best serves the interests of the residents of Florida.


The following segments of the Cross Seminole Trail corridor are no longer needed for conservation purposes for the furtherance of the 2000 Preservation Act, and as demonstrated in the Seminole County 2021 Trails Master Plan update, this land will not be developed into trails.

- Segment TIITF-1: 0.250 acres along the south side of Railroad Street between N. Central Avenue (SR 434) and E. Broadway Street (SR 426) to be acquired by the City of Oviedo and/or Nelson & Company, Inc.
- Segment TIITF-2: 0.512 acres south of E. Broadway Street (SR 426/CR 419), east of Station Street and west of the centerline of Sweetwater Creek to be acquired by EIL NC Main Office Complex, LLC.
- Segment TIITF-3: 0.474 acres east of Segment 2 east of the centerline of Sweetwater Creek and west of Oviedo Boulevard to be acquired by 83 Clark Street, LLC.
- Segment TIITF-4: 0.136 acres east of S. Central Avenue (SR 434) and south of the paved south leg of the CST to be acquired by Nelson & Company, Inc.

I am confident that this collaboration between Seminole County and the State will result in a positive outcome that benefits all.

Thank you for considering Seminole County's support. Please do not hesitate to contact me if you need any more information or help.

Sincerely,



Chairman Jay Zembower
Seminole County Board of County Commissioners