This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT to purchase and sell real estate (the "Agreement") is made and entered into as of the _____ day of _____ 2009 by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter "Purchaser"), and DANIEL GUY SCHWARTZ (hereinafter "Seller"), who, in consideration of the mutual promises and covenants contained herein and other valuable consideration the receipt of which is hereby acknowledged, agrees as follows:

Article 1
Agreement to Purchase and Sell.

1.1 Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain 3.77-acre vacant parcel located on the south side of Knollwood Drive (Parcel ID No. 21-05-15 A0080), Tallahassee, Leon County, Florida, as legally described in Exhibit "A" attached hereto and incorporated herein, and any and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively the "Property"). At such time as a survey of the Property is prepared, the legal description contained in such survey shall be used as the legal description of the Property for all documents to be executed pursuant to this Agreement.

Article 2
Purchase Price, Payment, and Deposit.

2.1 The purchase price (the "Purchase Price") for the Property shall be ONE HUNDRED THOUSAND and 00/100 DOLLARS ($100,000.00). The Purchase Price shall be paid on the Closing Date in accordance with Article 8 below.

2.2 The payment of a security deposit shall not be required of Purchaser.

Article 3
Title; Disclosure of Beneficial Interests

3.1 Seller shall convey marketable title to the Property by General Warranty Deed subject only to (a) zoning, restrictions, prohibitions, and other limitations imposed by governmental authority; (b) restrictions and matters appearing on the plat or common to the subdivision, if any; (c) public utility easements of record; and (d) any and all restrictions of record, exceptions, or other such matters as are set forth in the Commitment (as that term is defined in paragraph 3.2 hereinbelow); provided none of the foregoing shall prevent the use of the Property for recreational or park purposes. Personal property, if any, shall be conveyed by an absolute Bill of Sale, free and clear of all liens, unless otherwise provided herein.

3.2 No later than thirty (30) days after the Date of this Agreement, Purchaser shall, at Purchaser's expense, obtain a title insurance commitment for the Property (the "Commitment") issued by a title insurance company chosen at Purchaser's sole discretion (the "Title Company"). Upon Closing, an ALTA owner's policy shall be issued in the amount of the Purchase Price for fee simple title subject to exceptions as stated above.

3.3 Purchaser shall, no later than forty-five (45) days after receipt of the Commitment from the Title Company, deliver written notice to Seller of any matters of title that Purchaser deems unacceptable ("Title Defects"). Title shall be deemed acceptable to Purchaser if (a) Purchaser fails to deliver notice of Title Defects within the time specified, or (b) Purchaser delivers notice and Seller cures the Title Defects within thirty (30) days from receipt of notice (the "Curative Period"). Seller shall use reasonable efforts to cure the Title Defects within the Curative Period and if the Title Defects are not cured within the Curative Period, Purchaser shall have ten (10) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) terminate this Agreement, whereupon any Deposit shall be returned to Purchaser and this Agreement shall be of no further force and effect, or (ii) extend the Curative Period up to and including the Closing Date, or (iii) accept title subject to existing Title Defects, provided that any monetary liens on the Property, except real estate taxes and assessments not yet due and payable, will be paid in full by Seller at the Closing.

3.4 Disclosure of Beneficial Interests. The parties acknowledge that Seller's conveyance of the Property to Purchaser is subject to the provisions in Section 286.23, Florida Statutes, which requires, with few exceptions, that persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity, make a written public disclosure under oath, subject to the penalties prescribed for perjury, of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to any local governmental unit. As such, Seller shall, no later than thirty (30) days prior to Closing, deliver to Purchaser a duly executed Public Disclosure Affidavit in a form substantially similar to that attached hereto as Exhibit "B". Alternatively, if Seller qualifies for a statutory exemption from such public disclosure, Seller shall, no later than thirty (30) days prior to Closing, deliver to Purchaser a duly executed Public Disclosure Exemption Affidavit in a form substantially similar to that attached hereto as Exhibit "C". Purchaser shall assist Seller by providing upon request an electronic copy of the forms attached as Exhibits "B" and/or "C", as applicable.

Article 4
Survey

4.1 During the Investigation Period as defined below, Purchaser, at Purchaser's expense, shall obtain a survey (the "Survey") of the Property, which Survey: (a) shall have been prepared in accordance with ALTA standards by a licensed surveyor or engineer; (b) shall be certified to Purchaser and the Title Company; (c) shall be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the Commitment; and (d) shall be in form and content acceptable to Purchaser, including delivery of a computer disk and shall show all matters disclosed in the Commitment. If the Survey reveals encroachments on

the Property or that the improvements on the Property encroach on the property of another, such encroachments shall constitute a title defect as referenced in Paragraph 3.3 above.

Article 5
Representations and Warranties.

5.1 Representations and Warranties of Seller. In addition to any other covenants, indemnities, warranties and representations made by Seller herein, Seller makes to Purchaser and agrees with the following representations and warranties, all of which are made to the Actual Knowledge (defined in Section 5.4) of Seller, are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed to Purchaser in writing shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.1.1 Authority. Seller has the capacity, and all requisite actions have been taken and approvals obtained by Seller to fully authorize and empower Seller, to execute this Agreement and consummate the transactions contemplated hereby. Seller shall furnish to Purchaser any documents reasonably requested by Purchaser which evidence the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate the transactions contemplated hereby.

5.1.2 No Conflict. The authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) any Operative Documents (defined in Section 5.4) by which Seller is governed; or (ii) any statutes, laws, rules or regulations of any governmental body applicable to Seller, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller or any of its respective properties or assets; or (iv) any instrument or agreement to which Seller or its properties may be bound or relating to or affecting all or any portion of the Property; or (b) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the respective properties or assets of Seller.

5.1.3 Pending Actions or Investigations. There are no actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller, its business, prospects or conditions (financial or otherwise), or the Property, or any portion thereof, or relating to or arising out of the ownership, management, operation, use or occupancy of the Property or any portion thereof which are pending or have been prosecuted for a period of thirty (30) days or more or, to the Actual Knowledge of Seller are pending or have been prosecuted for less than thirty (30) days, in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality; and, to the Actual Knowledge of Seller, no such actions, suits, proceedings, claims, orders, decrees or judgments have been threatened or asserted. Seller is not a party to or subject to any judgment, writ, decree, injunction or order

enjoining or restraining it from conducting any business in respect of the Property, and, to the Actual Knowledge of Seller, no such judgment, writ, decree, injunction or order has been threatened or asserted. There are no outstanding unpaid judgments against Seller or the Property.

5.2 Representations and Warranties of Purchaser. In addition to any other covenants, indemnities, warranties and representations made by Purchaser herein, Purchaser makes to Seller and agrees with the following representations and warranties, all of which are made to the Actual Knowledge (defined in Section 5.4) of Purchaser, are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed in writing to Seller shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.2.1 Authority. Upon the approval of this Agreement by the Leon County Board of County Commissioners, Purchaser has the capacity, and all requisite actions will have been taken and approvals obtained by Purchaser to fully authorize and empower Purchaser, to consummate the transactions contemplated hereby. Purchaser shall furnish to Seller and Escrow Agent any documents reasonably requested by Seller or the Escrow Agent which evidence the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby.

5.2.2 No Conflict. The authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) the Operative Documents by which Purchaser is governed; (ii) any statutes, laws, rules or regulations of any governmental body applicable to Purchaser, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Purchaser or any of its respective properties or assets; or (iv) any instrument or agreement to which Purchaser or its properties may be bound; or (b) result in any lien, claim, encumbrance or restriction on the Property or on any of the respective properties or assets of Purchaser.

5.3 Effect of Change in Representations. For the period from and including the Date of this Agreement, as defined herein, and through the Closing Date, each of Seller and Purchaser shall be obligated to advise the other party, as applicable, of any change which renders any representation made by such party in this Agreement untrue or materially misleading. In the event that such notice is delivered from one party to the other, and if such circumstances as are set forth in such notice materially and adversely affect the rights and obligations of the party receiving such notice, the party receiving such notice shall have the option, at its election, to terminate this Agreement, and if so terminated by Purchaser, the Deposit shall be returned to Purchaser in accordance with the terms herein. If the circumstances that render a representation untrue or materially misleading have resulted from the willful acts or gross negligence of the party which gave the representation, then in addition to the termination rights set forth in the previous sentence, the party that receives notice of such change of circumstances shall have all

rights available to it at law or in equity for a breach of this Agreement by the party that gave notice of such circumstances.

5.4 Actual Knowledge; Operative Documents. As used in this Section 5, the term "Actual Knowledge" shall mean: (a) with respect to Purchaser, the current actual knowledge, without independent investigation, of the person or persons directly charged by the County Administrator with the task of completing the acquisition of the Property by and on behalf of Purchaser and (b), with respect to Seller, the current actual knowledge of the person or persons directly charged with the management of the Property by and on behalf of Seller; and (c) the term "Operative Documents" shall mean such documents as have been created, and are used in the governance of the party to whom the term refers, and such documents shall include, as applicable, articles or certificate of incorporation, by-laws, resolutions, partnership agreements, operating agreements, declaration of trust and such other documents as may have been utilized to form or govern such party. The person or persons to whom the County Administrator delegates the task of completing the acquisition of the Property by and on behalf of Purchaser shall be identified to Seller in writing, and any changes in such delegation shall further be identified to Seller in writing. Unless and until such notification has been made to Seller, the term "Actual Knowledge" for information within Purchaser's organization shall mean all knowledge about the subject matter obtained in any manner by any officer, employee, or agent of Purchaser.

Article 6
Investigation Period; Purchaser's Reimbursement of Seller's Costs; Purchaser's Right to Terminate.

6.1 The "Investigation Period" shall commence on the Date of this Agreement and shall expire sixty (60) days thereafter, or sooner if agreed upon in writing by Purchaser and Seller.

6.2 Within fifteen (15) days after the Date of this Agreement, Seller shall deliver to Purchaser all surveys, environmental studies, audits, and notices of violation (if any), and other such information in possession of Seller which may assist Purchaser's investigation of the Property. For each day beyond the fifteen (15) days in which Seller does not provide such documents, the Investigation Period shall be extended for one (1) day.

6.3 During the term of the Investigation Period, Purchaser shall have the right to enter the Property to conduct, at its sole cost and expense, analyses and tests including soil borings, environmental tests, and other such inspections and investigations of any and all aspects of the Property deemed necessary in Purchaser's sole discretion to determine if the Property is satisfactory for Purchaser's intended use and development. Seller gives Purchaser and Purchaser's agents, contractors, and assigns, the right to enter the Property at any time during the Investigation Period for the purpose of conducting such inspections; provided, however, that Purchaser, its agents, contractors, and assigns enter the Property and conduct such inspections at their own risk. Purchaser shall, to the extent allowed by the Florida Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Section 768.28, *Florida Statutes*, indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorney's fees and costs, arising from any negligent act of Purchaser, its

agents, contractors, or assigns in the conduct of any such inspections, or any other such work, authorized by Purchaser. Seller, however, acknowledges and agrees that this indemnification clause shall not cover or indemnify Seller for any damages arising from any negligent act of Seller, her agents, contractors, or assigns. Purchaser shall not engage in any activity that could result in a construction lien being filed against the Property. If this transaction does not close for any reason, other than because of a revocation by Seller prior to the approval of this Agreement by the Leon County Board of County Commissioners, Purchaser shall, at Purchaser's expense, (a) repair any and all damage to the Property resulting from such inspections and return the Property to the condition it was prior to the conduct of such inspections, and (b) provide to Seller copies of all reports, including, but not limited to, appraisals, surveys, reports, investigations, environmental audits, studies, soil tests, traffic counts or analyses, applications for site plans, building permits, and all governmental responses thereto, and other such work generated as a result of such inspections within thirty days after the termination of this Agreement, including any releases or other such written authorization for Seller to use such items if such a release or written authorization is required by the persons who prepared such items. All such documents shall be free and clear of any liens or other obligations of Purchaser, and Seller shall be permitted, to the extent allowable by the persons who prepared such items, the full and free use thereof for Seller's lawful purposes. All of such applications, inspections, and investigations shall be at Purchaser's expense and risk. This provision shall survive the termination of this Agreement by any means, other than by Seller's revocation prior to the approval of this Agreement by the Leon County Board of County Commissioners or by a successful closing hereof. Nothing in this paragraph shall be deemed to be a waiver of Purchaser's right and protection to sovereign immunity.

6.4 At any time prior to the expiration of the Investigation Period, if Purchaser determines through its inspection that the Property is not satisfactory for Purchaser's intended use, then Purchaser may terminate this Agreement upon delivery of written notice to Seller, in which case Purchaser shall be entitled to a refund of any Deposit and any and all interest earned thereon. In the event that, prior to the expiration of the Investigation Period, Purchaser fails to affirmatively notify Seller that the Property is not satisfactory for Purchaser's intended use, Purchaser shall be deemed to be satisfied with its investigation of the Property and the transaction shall proceed to Closing in accordance with this Agreement. Any notification, or other indication, by Purchaser of its satisfaction with the Property for Purchaser's intended use shall not be deemed to constitute an approval by Purchaser of any title and/or survey issues to which Purchaser has objected but which have not yet been cured by Seller within the time period allowed under Paragraph 3.3 above.

6.5 Seller acknowledges and agrees that a portion of the Purchase Price is intended to be reimbursed to Purchaser from certain grant funding pursuant to a Grant Agreement with the Florida Communities Trust ("the "FCT Grant Funding") and that if, at any time prior to closing, such FCT Grant Funding is rescinded or otherwise cancelled, Purchaser may terminate this Agreement upon delivery of written notice to Seller, in which case Purchaser shall be entitled to a refund of any Deposit and any and all interest earned thereon.

Article 7
Default.

7.1 Seller's Remedies. In the event of a default by Purchaser, Seller may waive Purchaser's default and proceed to consummate the transaction with Purchaser as contemplated herein. If Seller does not choose to waive Purchaser's default, Seller shall be entitled as its sole remedy hereunder, to terminate this Agreement and retain the Deposit as liquidated damages and neither Seller nor any other person or party shall have any claim for specific performance, damages or otherwise against Purchaser.

7.2 Purchaser's Remedies. In the event of a default by Seller, Purchaser may waive Seller's default and proceed to consummate the transaction with Seller as contemplated herein. If Purchaser does not choose to waive Seller's default, Purchaser shall be entitled to either obtain specific performance of the terms and conditions hereof or may terminate this Agreement by written notice delivered to Seller at or prior to the Closing Date in which case Purchaser shall be entitled to a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interested earned thereon, and neither Purchaser nor any other person or party shall have any claim for specific performance, damages or otherwise against Seller.

Article 8
Closing.

8.1 Closing Date. The closing of the transaction contemplated herein (the "Closing") shall take place no later than thirty (30) days after the expiration of the Investigation Period (the "Closing Date").

8.2 Modifications to Closing Date. The Closing Date may be modified only upon written agreement between Purchaser and Seller.

8.3 Closing Requirements. At the time of Closing:

8.3.1 Seller shall execute in recordable form and deliver to Purchaser a General Warranty Deed, conveying marketable title to the Property, free and clear of all liens and encumbrances to the extent set forth in Article 3 herein.

8.3.2 Purchaser shall cause the Commitment to be recertified and updated to the Closing Date, and shall cause the policy of title insurance to be issued pursuant to the Commitment, at Purchaser's sole cost and expense, except that Seller shall cure all matters curable by the payment of money and shall cure all title and survey objections timely made by Purchaser hereunder.

8.3.3 Purchaser and Seller shall direct the Escrow Agent to pay the Deposit, if any, and all interest earned thereon to Seller, and Purchaser shall deliver to Seller the Purchase Price, in the form of a cashier's check or by way of wire transfer, after having first been reduced by the amount of any Deposit and interest earned thereon together with any nonrefundable amounts paid to Seller as may be applicable, and having been further

adjusted in accordance with any reimbursements, prorations, or other such adjustments as set forth herein.

8.3.4 Seller shall have removed all personal property and all equipment from the Property, and Seller shall deliver undisputed possession of the Property to Purchaser, except as otherwise provided herein, and otherwise in the same or better condition as of the date hereof.

8.3.5 If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, Purchaser may use the Purchase Price funds to satisfy the encumbrances.

8.3.6 Seller shall deliver to Purchaser an affidavit, in form acceptable to Purchaser, certifying that Seller is not a non-resident alien or foreign entity, such that Seller and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

8.3.7 Seller shall deliver to Purchaser an affidavit, in form acceptable to Purchaser, attesting to Seller's representations and warranties set forth in Article 5 hereinabove.

8.3.8 Seller shall assign all contracts and leases which Purchaser has agreed in writing shall survive the Closing.

8.3.9 Seller and Purchaser shall each deliver to the other such other documents or instruments as may reasonably be required to close this transaction, including but not limited to an assignment of the Approvals, authority documentation and a Closing statement.

Article 9
Purchaser's Construction and Maintenance Obligations; Conditions Precedent to Closing.

9.1 This paragraph has been intentionally omitted.

Article 10
Prorations and Adjustment; Closing Costs.

10.1 All taxes and special assessments which are a lien upon the Property on or prior to the Closing Date (except current ad valorem taxes which are not yet due and payable) shall be paid by Seller. With regard to the current ad valorem taxes levied against the Property, Seller shall at Closing, in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for that current year shall stand canceled. All security deposits shall be

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paid or credited to Purchaser. All rents and other revenues, operating expenses, utility charges and other sums due shall be paid or retained, as the case may be, by Seller to the extent attributable to the period on or before the Closing Date and shall be paid or retained by Purchaser to the extent attributable to the period on or after the Closing Date. All documentary stamp taxes and transfer taxes payable in connection with the conveyance of the Property, and the recording costs to cure any title or survey defects, shall be paid by Seller. Purchaser shall pay the cost to record the deed, the cost of the Survey, and the costs attributable to the issuance of the owner's title insurance policy referenced in Article 3 hereinabove.

Article 11
Miscellaneous.

11.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.

11.2 Cooperation. Seller, if requested, shall join in the execution of all permits, applications, and other written requests or reports, including, but not limited to, zoning or site plan approval applications, plats, easements, and any other documents necessary for the Approvals, at no cost to Seller.

11.3 Casualty and Condemnation. If, prior to the Closing Date, Seller receives notice that any casualty occurred on the Property or any governmental authority intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain, Seller shall send notice thereof to Purchaser, which shall include all pertinent information relating thereto. Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit (and any Additional Deposits) by notifying Seller in writing within thirty (30) days following the date Purchaser receives notice of such occurrence. If Purchaser elects not to terminate, Seller shall, at Closing, assign to Purchaser the proceeds of the condemnation or insurance proceeds, as the case may be.

11.4 Brokers. Each party represents to the other that there are no real estate brokers due a commission with respect to the procurement of this Agreement or closing hereunder, and each party agrees, to the extent allowed by the Florida Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Section 768.28, *Florida Statutes*, to hold the other harmless from losses, damages, costs, claims, and expenses of any nature, including attorney's fees and costs, arising from the other party's breach of this representation. Each party, however, acknowledges and agrees that this indemnification clause shall not cover or indemnify a party for any damages arising from any negligent act of the party seeking indemnification, or from the negligent act of the seeking party's agents, contractors, or assigns. Nothing in this paragraph shall be deemed to be a waiver of Purchaser's right and protection to sovereign immunity. This paragraph shall survive the closing or termination of this Agreement.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between Seller and Purchaser relating to the subject matter hereof. Any modification or

amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

11.6 Assignment. Neither Purchaser nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party.

11.7 Notices. Any notice shall be deemed duly delivered if personally delivered or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service, as follows:

If to Purchaser:	Leon County		
Attention:	Herbert W.A. Thiele, County Attorney		
Address:	Leon County Courthouse, 310 S. Monroe St., Suite 202		
City, State, Zip:	Tallahassee, FL 32301		
Telephone:	(850) 606-2500	Facsimile:	(850) 606-2501

If to Seller:	Daniel G. Schwartz		
Address:	1819 Sharon Road		
City, State, Zip:	Tallahassee, FL 32303		
Telephone:	(850) 385-7735	Facsimile:	N/A

Either party may change the information above by giving written notice as provided in this Paragraph.

11.8 Binding. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

11.9 Paragraph Headings. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.

11.10 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation, or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

11.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation and review of this Agreement.

11.12 Escrow. Purchaser and Seller authorize Gardner, Bist, Wiener, Wadsworth & Bowden, P.A., 1300 Thomaswood Drive, Tallahassee, FL 32308, to act as escrow agent (the "Escrow Agent") to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Agreement. Escrow Agent will deposit all funds received in an interest-bearing account with interest accruing to Purchaser. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs, which fees and costs shall be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for mis-delivery to Purchaser or Seller of escrowed items, unless the mis-delivery is due to Escrow Agent's willful breach of this Agreement or gross negligence.

11.13 The Date of this Agreement. The term "Date of this Agreement" as used herein shall mean the date upon which the last of parties execute this Agreement.

11.14 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, or by custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.15 **Radon Gas and Property Tax Disclosure.** Florida law requires the following disclosures: (a) 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 unit, and (b) Purchaser should not rely on Seller's current property taxes as the amount of property taxes that Purchaser 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.

11.16 Hazardous Substance. Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos, or hazardous substances being stored, used, or otherwise released on the Property. Purchaser acknowledges that Purchaser has the ability to audit the Property during the Investigation Period and, in the event any such hazardous substances are found, that Purchaser has the right to terminate this Agreement and receive a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interest earned thereon in accordance with the terms herein. Purchaser's sole remedy for such hazardous substances found

on the Property shall be the termination of the Agreement and a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interest earned thereon, unless Seller has herein misrepresented Seller's knowledge of same.

11.17 Further Assurances. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

11.18 Attorney's Fees. In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled, to the extent permitted by applicable law, to collect reasonably attorneys' fees from the non-prevailing party and costs and expenses of such litigation, whether at the trial level or on appeal. In the event Purchaser is obligated to pay attorney's fees as the non-prevailing party, such obligation shall be limited to the extent of protection afforded Purchaser by virtue of Section 768.28, Florida Statutes, and any other such applicable state or federal law. This paragraph shall not be deemed as a waiver of Purchaser's right and protection to sovereign immunity.

11.19. Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the close of business on the next business day.

11.20 Confidentiality. This paragraph has been intentionally omitted

11.21 No Recording. Neither party may record this Agreement, or any memorandum thereof, in the official records of any county.

11.22 Like-Kind Exchange. In the event that the sale of the Property by Seller will be part of a like-kind exchange undertaken by Seller pursuant to Section 1031 of the Internal Revenue Code, Purchaser agrees to cooperate with Seller's reasonable requests in order to consummate the like-kind exchange and to complete any necessary documentation in accordance with applicable provisions of the Internal Revenue Code. Purchaser shall not pay any costs in connection with such like-kind exchange.

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11.23 Counterpart. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below.

SELLER

DANIEL GUY SCHWARTZ

Daniel Guy Schwartz

Date Signed: 5/28/09

Witness: Don Lowder

Witness: Shawn Williams

PURCHASER

LEON COUNTY, FLORIDA

By: Parwez Alam

Parwez Alam

County Administrator

Date Signed: 5-28-09

Witness: Nancy M. Swain

Witness:

Approved as to Form:

By: Daniel J. Rigo

County Attorney

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