

## AGREEMENT FOR PURCHASE AND SALE AND DEPOSIT RECEIPT

This Agreement for Purchase and Sale and Deposit Receipt (the “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**, a political subdivision of the State of Florida and public body corporate, (the “**Seller**”), having its principal address at 39 Columbia Drive, Tampa, Florida 33606-3584; and \_\_\_\_\_, \_\_\_\_\_, (the “**Buyer**”), having its principal address at \_\_\_\_\_.

### WITNESSETH:

That for, and in consideration of, the mutual promises and covenants herein contained and mutual advantages accruing to the Seller and the Buyer hereunder, and the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “**Deposit**”) paid by the Buyer to the Seller, the receipt of which (subject to collection) is hereby acknowledged by the Seller, it is mutually covenanted and agreed by the Seller and the Buyer as follows:

#### 1. **PROPERTY:**

The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, that certain parcel of real property situated in Hillsborough County, Florida, described in **Exhibit “A,”** attached hereto and incorporated herein by reference (the “**Property**”), for the price and upon terms and conditions as hereinafter set forth.

#### 2. **EFFECTIVE DATE:**

The date of this Agreement (the “**Effective Date**”) will be the date when the Agreement is signed by the Seller.

#### 3. **APPROVAL:**

This Agreement is subject to approval by the District Board of Trustees of Hillsborough Community College (the “**Seller**”). If the Seller does not approve of this Agreement and all the terms and conditions set forth herein, then this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

#### 4. **TIME OF ACCEPTANCE:**

If the OFFER is not accepted by the Seller, the Deposit shall be returned to the Buyer and the OFFER shall be null and void.

**5. CONTINGENCIES:**

The Buyer shall initial each subparagraph below that applies to the OFFER:

a. This Agreement is not subject to any contingencies. \_\_\_\_\_

b. The Property includes the parking lot, noted on **Exhibit “B,”** which is currently being used by the City of Tampa for parking at Marjorie Park’s Tennis Courts. The Property does not include the parcel noted in **Exhibit “C”** as this parcel is owned by the City of Tampa. The Seller is in negotiations with the City of Tampa for a proposed land-swap of these parcels. This Agreement is contingent upon the Seller finalizing a land-swap between the Seller and the City of Tampa prior to Closing. \_\_\_\_\_

c. This Agreement is contingent upon the Buyer obtaining: \_\_\_\_\_

Land use change to: \_\_\_\_\_

Zoning change to: \_\_\_\_\_

Re-development approval for (the “**Project**”): \_\_\_\_\_

\_\_\_\_\_

**6. PRICE AND TERMS:**

The full Purchase Price of the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “**Purchase Price**”). The Purchase Price shall be payable to the Seller as follows:

**PURCHASE PRICE** \$ \_\_\_\_\_

**DEPOSIT** - \$ \_\_\_\_\_

\_\_\_\_\_

**BALANCE PAID AT CLOSING** \$ \_\_\_\_\_ (the “**Balance**”)

The Buyer is required to submit a deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) representing ten percent (10%) of the total purchase price in the form of a cashier’s check from a financial institution as defined in Section 655.005(1)(i), Florida Statutes, made payable to **LANDCASTLE TITLE GROUP, LLC** (the “**Escrow Agent**”) as an earnest money (non-interest bearing) deposit (the “**Deposit**”). The Balance shall be paid at Closing by the Buyer via a wire transfer through a Federal Reserve Bank or other financial institution acceptable to the Seller made payable to a title insurance company or other closing agent designated by the Seller and is subject to adjustments and prorations described herein.

**7. CONDITION OF THE PROPERTY:**

The Buyer acknowledges that the Buyer has inspected the Property and agrees to accept the Property in-an “**AS IS, WHERE IS CONDITION.**” The Seller makes no warranties or representations whatsoever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

**8. CLOSING:**

Subject to the Contingencies as provided in Paragraph 5 and the notice provisions and curative periods as provided in Paragraphs 14, 15, and 16, as well as other conditions of this Agreement, the Seller and the Buyer shall close within \_\_\_\_\_ (\_\_\_\_\_) days from the Effective Date. The Seller will deliver possession of the Property to the Buyer at Closing. The Closing shall be processed by and through a title insurance company or other closing agent, designated by the Seller, and the Buyer shall be solely responsible for payment of any costs charged by such company or agent for this closing service.

**9. DUE DILIGENCE PERIOD:**

The Buyer shall have the right, during the period commencing on the Effective Date and expiring at 5:00 p.m. Eastern Time ninety (90) days from the date hereof (the “**Due Diligence Period**”), to inspect all aspects of the Property, including the environmental condition and the condition of the title (the “**Conditions**”). The Buyer shall have the right for any reason or no reason to terminate this Agreement on notice to the Seller given within the Due Diligence Period. Upon such termination, the Deposit shall be returned to the Buyer, and except as provided herein, this Agreement and all the rights and obligations of the respective parties hereunder shall be null and void. If the Buyer does not elect to terminate this Agreement pursuant to this Paragraph 9 within the Due Diligence Period, the Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Paragraph 9.

**10. RIGHT OF ENTRY:**

After the Effective Date and prior to the expiration of the Due Diligence Period, the Buyer and its agents, officers, employees, and consultants shall have the access to the Property for the purpose of inspecting the Property and, with prior written approval of the Seller, which shall not be unreasonably withheld, undertaking tests and studies, provided (a) the Buyer promptly repairs any damage to the Property caused by such entry; and (b) the Buyer restores the Property to the condition that existed prior to such entry; and (c) the Buyer complies with all the applicable laws, statutes, codes, ordinances, orders regulations and requirements of all federal, state, county and municipal governments, departments, boards, authorities and agencies. To the extent that the Buyer exercises its Right of Entry pursuant to this Paragraph 10; or in the event that the Buyer or its agents otherwise enter the Property for any reason whatsoever, the Buyer agrees that such entry is entirely at the Buyer’s own risk, and the Buyer shall have no claim for any damage or loss suffered while on the Property, or as a result of such entry.

**11. CONVEYANCE:**

The Seller shall convey title of the Property to the Buyer as follows:

- a.** All lands described in **Exhibit “A”** shall be conveyed by Warranty Deed, described herein, and subject to the following exceptions (collectively, the “**Permitted Exceptions**”):
  - 1.** Restrictions and easements of record acceptable to the Buyer.
  - 2.** Taxes for the year of closing and subsequent years.

Any additional exceptions must be waived and acknowledged by the appropriate party as specified in Paragraphs 14, 15, and 16.

b. Any, and all, interest in the Property described in **Exhibit “B”** shall be conveyed by Quit Claim Deed executed by the Seller conveying the Property and any improvements in an **“AS IS, WHERE IS CONDITION,”** without any warranties or representations. The Seller acknowledges that this conveyance is being granted at no additional cost to the Buyer and that this conveyance is to assure that any, and all, ownership, current or potential, that the Seller may have in the Property, where ownership may be in dispute, has been conveyed to the Buyer. The Buyer, at the sole option of the Buyer, may waive this conveyance as a requirement of this Agreement.

**12. LEASEBACK OPTION:**

The Seller may, at the Seller’s discretion and its option, leaseback all of or a portion of the Property for a period of up to twenty-four (24) months following Closing (the **“Leaseback Period”**). The Seller reserves the right to extend this Leaseback Option timeframe (the **“Extension”**) for up to an additional six (6) months with prior written notice to the Offeror. Subject to a separate Lease Agreement mutually agreed upon prior to Closing, the Seller shall not be charged rent but shall continue to pay all operating expenses for use of the Property during the Leaseback Period and any Extension. However, if the Buyer occupies a portion or portions of the Property during the Leaseback Period, then the Buyer shall provide a credit to the Seller based on a per-square-foot basis related to the portion of the Property occupied by the Buyer during the Leaseback Period. There shall be no rent charged to the Seller during the Leaseback Period or any Extension. At the Seller’s election, the Seller may vacate and terminate the Leaseback anytime during the twenty-four (24)-month period or during the six (6)-month Extension period with sixty (60) days prior written notice to the Offeror. The Buyer and the Seller shall execute a mutually agreed upon Lease Agreement prior to the Closing to memorialize the terms contained herein.

**13. COSTS:**

The Buyer will pay the costs of (a) pursuing the Contingencies set forth in Paragraph 5; (b) the title insurance and fifty (50)-year title search as set forth in Paragraph 14; (c) the survey as stated in Paragraph 15; (d) the Environmental Site Assessment as set forth in Paragraph 16; and (e) recording the deeds of conveyance. The Buyer is responsible for and shall pay all Closing costs associated with the Property. The Buyer acknowledges that the Seller is not responsible for any costs associated with the demolition of any structures on the Property.

The Buyer will pay the costs of (a) documentary stamps on the deeds of conveyance; and (b) any other transactional or conveyance costs not specifically addressed herein (including, but not limited to, taxes and commissions incurred by the Buyer) required to complete the conveyance, in accordance with the requirements of this Agreement. Rental income, taxes, and assessments shall be prorated between the Buyer and the Seller as of the date of Closing unless otherwise provided in this Agreement. The Buyer shall be responsible for any commission fee or brokerage fee the Buyer incurs to any realtor or broker for any commission or brokerage fee as a result of the purchase of the Property by the Buyer from the Seller.

**14. TITLE INSURANCE:**

a. The Buyer, at its sole cost and expense, shall cause to be delivered at Closing, an owner's title insurance policy issued by a Florida land title insurance company wherein title to the Property is insured to the extent of the Purchase Price for all property described in Paragraph 11.a. with only the described Permitted Exceptions.

b. The Buyer will request and receive a title insurance binder pertaining to the Property as issued by a Florida land title insurance company and underwriter herein called the **“Title Binder,”** and a fifty (50)-year title search for the Environmental Site Assessment

described in Paragraph 16, that will be delivered to the Buyer on or before twenty (20) calendar days after the Effective Date with an endorsement within ten (10) days of the delivery of the survey as described in Paragraph 15. These costs will be charged to the Buyer at Closing.

c. In the event title to the Property, as described in the Title Binder, or any endorsements, contains exceptions that are objectionable to the Buyer, encumbrances that are unacceptable to the Buyer, or is not insurable for any reason (collectively known as “**Title Defects**”), the Buyer shall, within forty-five (45) days from the Effective Date, notify the Seller, in writing, of any such Title Defects. If such notification is not given by the Buyer, the Buyer shall waive the claimed Title Defects described in the Title Binder so received. The Seller shall have the option to either (a) correct the Title Defects to the satisfaction of the Buyer; or (b) notify the Buyer that the Seller does not intend to do so. The Seller shall notify the Buyer within ten (10) days of receipt of the notice from the Buyer, as to the option the Seller will exercise and, if the Seller fails to notify the Buyer, then it will be deemed that the Seller will proceed to correct the Title Defects indicated by the Buyer. If the Seller does not intend to cure the requested Title Defect(s), and the Seller has notified the Buyer as described herein, the Buyer shall have the option of (a) terminating this Agreement within twenty (20) days from receipt of such notice; or (b) accepting such title as the Seller may be able to convey. If the Buyer fails to notify the Seller within the aforementioned twenty (20) days, then it will be deemed that the Buyer has exercised the option to terminate the Agreement.

The Seller shall have a period of one hundred eighty (180) days, after notification of the Title Defect(s) by the Buyer, within which to cure any defect in title and Closing will occur ten (10) business days after the Seller has cured the Title Defect(s), subject to the other conditions of this Agreement. At the end of the aforementioned one hundred eighty (180) days, if the Seller is unable to cure the requested Title Defect(s), then the Seller shall notify the Buyer, in writing, and the Buyer shall have the option of (a) terminating this Agreement within twenty (20) days from receipt of such notice; or (b) accepting such title as the Seller may be able to convey. If the Buyer fails to notify the Seller within the aforementioned twenty (20) days, then it will be deemed that the Buyer has exercised the option to terminate this Agreement. If the Buyer chooses to accept such title, as the Seller may be able to convey, the Closing shall occur within ten (10) business days after the Buyer notifies the Seller that it chooses to accept such title as the Seller may convey. The Buyer shall have twenty (20) days from receipt of the Seller's notice that it is unable to cure the requested Title Defect(s) to notify the Seller in writing of its decision to accept the title.

If the Buyer elects to terminate this Agreement pursuant to this Paragraph 14, the Seller's sole obligation shall be to refund, to the Buyer, the Deposit and, upon the making of such refund, this Agreement shall terminate and be of no further force and effect and none of the parties hereto shall have any further obligation under this Agreement.

**15. SURVEY:**

On or before sixty (60) days after the Effective Date, the Buyer will request and receive a survey of the Property to be performed by a surveyor registered as such under the laws of the State of Florida. The survey shall:

a. Set forth an accurate description of the Property.

- b. Locate all existing easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets and roads.
- c. Show any encroachments upon or by the Property.
- d. Show any existing above ground improvements (such as buildings, poles, power lines, fences, etc.).
- e. Contain a surveyor's certification in favor of the Seller, the Buyer, the Escrow Agent, the title insurance underwriter, and such other parties as the Buyer may designate.
- f. Show all dedicated and maintained public streets providing access to the Property and whether such access is paved to the property line of the Property.
- g. Set forth the gross acreage of the Property to the nearest one-tenth of an acre.
- h. State whether the Property is located in a flood zone and, if so, the specific flood zone designation of the Property.
- i. Be prepared in conformity with Minimum Technical Standards for Surveying and Mapping set forth by the Florida Board of Professional Land Surveyors in Chapter 61G-17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- j. Show any and all matters listed as exceptions to title on the Property Title Binder.

If the survey shows, in the sole determination of the Buyer, that (a) any encroachments on the Property, or that an improvement, if any, located on the Property, encroaches on other lands (collectively, the “**Encroachments**”); or (b) that there are gaps, overlaps, or other survey-related defects relating to the Property (collectively, the “**Survey Defects**”), written notice to that effect shall be given by the Buyer to the Seller within seventy-five (75) days from the Effective Date. The Seller shall have the option to either (a) correct the Encroachments and/or Survey Defects to the satisfaction of the Buyer; or (b) notify the Buyer that the Seller does not intend to do so. The Seller shall notify the Buyer within ten (10) days of receipt of the written notice from the Buyer as to the option the Seller will exercise, and if the Seller fails to notify the Buyer in writing, then it will be deemed that the Seller will proceed to correct the Encroachments and/or Survey Defects indicated by the Buyer.

In the event the Seller notifies the Buyer that the Seller does not intend to resolve or correct the Encroachments and/or Survey Defects to the satisfaction of the Buyer, the Buyer, at its sole discretion, shall have the option of (a) terminating this Agreement, at which time, the Deposit shall be returned to the Buyer; or (b) accepting the Property in its current condition with no corrective action by the Seller. The Buyer will have twenty (20) days in which to exercise this option and, if the Buyer fails to notify the Seller, then it will be deemed that the Buyer has exercised the option to terminate this Agreement.

The Seller shall have a period of one hundred eighty (180) days, after notification of the Encroachments and/or Survey Defects, within which to cure said defects, at the Seller's expense. Closing will occur ten (10) business days after the Seller has notified the Buyer that the Encroachments and/or Survey Defects have been cured, subject to the other conditions of this Agreement. If the Seller fails to remove or cure all such Encroachments and/or Survey Defects within the aforesaid one hundred eighty (180) day period, unless extended by mutual agreement of the Seller and the Buyer, then the Seller shall notify the Buyer, in writing, and the Buyer shall have the option of (a) terminating this Agreement by notifying the Seller, in writing, of such intent to terminate, within twenty (20) days after the receipt of the notice from the Seller or at expiration of the aforesaid one hundred eighty (180) day period (whichever

occurs first); or (b) waiving the Encroachments and/or Survey Defects and proceeding with the Agreement. If the Buyer fails to notify the Seller within the aforementioned time period, then it will be deemed that the Buyer has exercised the option to terminate this Agreement. If the Buyer chooses to waive the Encroachments and/or Survey Defects and proceed to closing, the closing shall occur within ten (10) business days after the Buyer notifies the Seller that it chooses to waive the Encroachments and/or Survey Defects. The Buyer shall have twenty (20) days from receipt of the Seller's notice that it is unable to remove or cure all such Encroachments and/or Survey Defects to notify the Seller, in writing, of its decision to waive the Encroachments and/or Survey Defects and proceed to closing. Notwithstanding the provisions of Paragraph 19 (Effects of Default) hereof, termination of this Agreement shall be the Buyer's sole remedy if the Seller fails to remove or cure any Encroachments and/or Survey Defects within the one hundred eighty (180) day period referred to above. In the event of such termination, all deposits and accrued interest, if any, paid under this Agreement by the Buyer, shall be returned to the Buyer immediately, upon demand, and thereupon, all rights and liabilities of the parties arising under this Agreement shall terminate.

The Seller acknowledges that the Buyer, at the sole option of the Buyer, may waive the requirement for a survey as detailed in this Paragraph 15 or, due to common boundaries with property owned by the Buyer, limit the survey to a portion of the Property. In the event the Buyer waives the requirement for a survey, the Buyer also waives any right to require the Seller to resolve any Encroachment or Survey Defect. In the event the Buyer limits the survey to a portion of the Property, the Buyer may only require the Seller to resolve an Encroachment or Survey Defect on that portion of the Property so surveyed.

#### **16. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ASSESSMENT:**

The Seller covenants that, to the best of the Seller's knowledge and belief, no hazardous substances, pollutants, contaminants, or hazardous wastes, as defined in any applicable federal, state, or local laws, statutes, rules, and regulations including, but not limited to, asbestos, PCBs, and urea formaldehyde, have been generated, released, stored or deposited over, beneath or on the Property, or in any structures located on the Property from any source whatsoever by the Seller or by its predecessors in interest in the Property or by any other person or entity. The Buyer acknowledges that this covenant does not apply to the application of chemicals in accordance with manufacturers specifications as part of agricultural operations.

The Seller has no knowledge of any buried, partially buried, or above-ground tanks, storage vessels, drums, or containers located on the Property (other than the one or more septic tanks associated with residential use of the Property, plastic drums used for agricultural purposes), or knowledge of any release of hazardous materials onto or into the Property. The Seller warrants, to the best of the Seller's knowledge and belief that, during the time of the Seller's ownership of the Property, no hazardous wastes were placed, released, stored, buried, disposed or dumped onto the Property. The Buyer acknowledges that this statement does not apply to the application of chemicals in accordance with manufacturers specifications as part of agricultural operations.

Within sixty (60) days from the Effective Date, the Buyer, at its sole cost and expense, shall cause to have conducted, an Environmental Site Assessment of the Property, as defined by ASTM Standard E1527-13 (Standard Practice for Environmental Site Assessments: Phase One Environmental Site Assessment Process). The Buyer shall review the Environmental Site Assessment for completeness and determine if there are any unacceptable contaminations or exceptions. Such assessment will be conducted by a qualified expert in the field of environmental engineering, acceptable to the Buyer. If the assessment results reveal levels of hazardous waste, pollutants, or unacceptable contaminations or exceptions which the Buyer, in its sole discretion, deems unacceptable, the Buyer shall so notify the Seller, in writing, within seventy-five (75) days of the Effective Date and the Seller shall have the option to either (a) correct the

deficiencies to the satisfaction of the Buyer; or (b) notify the Buyer that the Seller does not intend to do so. The Seller shall notify the Buyer, within ten (10) days of receipt of the notice from the Buyer, as to the option the Seller will exercise and, if the Seller fails to notify the Buyer, then it will be deemed that the Seller will proceed to correct the contamination referenced in the Environmental Site Assessment.

In the event the Seller notifies the Buyer that the Seller does not intend to resolve the deficiency to the satisfaction of the Buyer, the Buyer, at its sole discretion, shall have the option of (a) terminating this Agreement, at which time, the Deposit shall be returned to the Buyer; or (b) accepting the Property in its current condition with no corrective action by the Seller. The Buyer will have twenty (20) days in which to exercise this option and, if the Buyer fails to notify the Seller, then it will be deemed that the Buyer has exercised the option to terminate this Agreement.

In the event the Seller elects to proceed with corrective action, the Seller shall have one hundred eighty (180) days, thereafter, to complete corrective action satisfactory to the Buyer. It is agreed that the closing date, as provided in Paragraph 8 herein above, shall be extended to a date twenty (20) days after the satisfactory completion of such corrective action. In the event the Seller has not completed corrective action satisfactory to the Buyer within the time provided, the Buyer, at its sole discretion, shall have the option of (a) terminating this Agreement, at which time the Deposit shall be returned to the Buyer; or (b) accepting the Property with no further corrective action and closing in accordance with Paragraph 8. In the event of such termination, the Deposit paid under this Agreement by the Buyer, shall be returned to the Buyer immediately, upon demand, and thereupon, all rights and liabilities of the parties arising under this Agreement shall terminate.

The Seller acknowledges that the Buyer, at the sole option of the Buyer, may waive the requirement for an Environmental Site Assessment as detailed in this Paragraph 16. In the event the Buyer waives the requirement for an Environmental Site Assessment, the Buyer also waives any right to require the Seller to resolve any matters relating to levels of hazardous waste, pollutants, or unacceptable contaminations or exceptions noted in the Environmental Site Assessment.

## **17. COVENANTS, REPRESENTATIONS, AND WARRANTIES:**

The Seller hereby covenants, represents, and warrants, now and through the closing of this Agreement:

- a.** That the Seller has good and marketable title to the Property described in **Exhibits "A" and "B"** subject to the items described in Paragraph 11 hereof, or will have good and marketable title prior to the closing date.
- b.** That the Seller has made no commitments (either oral or written) to any organization, governmental body, or other entity to dedicate any portion of the Property for public or private use.
- c.** That the Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof.
- d.** That the Seller has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Property or any portion thereof, or relating to or arising out of the ownership of the Property or any portion thereof, in any court or before or by any governmental entity.
- e.** That the Seller has made no commitments (either oral or written) to any individual, company, corporation, non-profit organization, or other private entity relating to the sale, conveyance, transfer, use, or any partial interest of all or part of the Property.



f. That there are no leasehold interests in the Property, or if there are, that they shall be terminated prior to or at the time of closing.

g. That during the time of the Seller's ownership of the Property, the Seller warrants that, to the best of the Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Property. The Buyer acknowledges that this covenant, representation, and warranty does not apply to the application of chemicals in accordance with manufacturers specifications as part of agricultural operations.

h. That the Property is not the homestead of the Seller and that the Seller will execute the necessary affidavit, as required by the title insurance company, to affirm this fact or, if any portion of the Property is the homestead of the Seller, that the Seller will execute the appropriate documentation as required by the title insurance company.

**18. INDEMNIFICATION OF BUYER AND SELLER:**

The Seller agrees to indemnify and hold the Buyer, its officers, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney's fees) which may occur during or which may arise out of the performance of this Agreement. The indemnity obligation of the Seller for claim or judgement sounding in tort is limited in accordance with the provisions of Section 768.28, Florida Statutes, to two hundred thousand dollars (\$200,000) for any claim or judgment by any one (1) person and to three hundred thousand (\$300,000) for all claims or judgments, or portions thereof, arising out of the same incident or occurrence, when totaled together inclusive of attorney's fees and costs. The terms claim and judgment, as used herein, are inclusive of attorney's fees and costs. Nothing in this indemnity clause shall be construed to require the Seller to be responsible for any other party's negligence.

The Buyer agrees to indemnify and hold Seller, its official, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney's fees) which may occur during or which may arise out of the performance of this Agreement. Nothing in this indemnity clause shall be construed to require the BUYER to be responsible for any other party's negligence.

**19. EFFECTS OF DEFAULT:**

If the Seller, except as otherwise provided herein, is not in default pursuant to any of the terms of this Agreement, and if the Buyer fails to purchase the Property or to diligently pursue approval for the Contingencies for the Project as provided in Paragraph 5 to perform any of the covenants, conditions, or warranties of this Agreement; the Seller shall be entitled to retain the Deposit, such being agreed upon as damages in full payment for the failure of the Buyer to perform the duties and obligations imposed upon it pursuant to this Agreement. In consideration of the removal of the Property from the market and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages and considering that no other rights, remedies, or damages shall, in any case, be collectible, enforceable, or available to the Seller, other than as provided in this Paragraph 19, the Seller agrees to accept and take such Deposit, as the Seller's total damages and relief hereunder in such event. If the Seller, for any reason, fails to perform any of the covenants, conditions, or warranties of this Agreement, the Buyer shall, at its option, (a) waive the nonperformance and proceed with Closing; or (b) be entitled to the immediate return of the Deposit and terminate this Agreement; or (c) have the remedy of specific performance of this Agreement.

**20. MISCELLANEOUS:**

- (a) Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- (b) Exhibits: Exhibits “A,” “B,” “C,” and “D” are attached hereto and incorporated herein by reference.
- (c) Binding Effect: This Agreement shall be binding upon, and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns. The covenants of this Agreement will survive delivery and recording of the deed and possession.
- (d) Entire Agreement: This Agreement and the exhibits and attachments hereto, contain the final and entire Agreement between the parties hereto with respect to the sale and purchase of the Property, and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations or agreements, both written and oral. The Buyer and the Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.
- (e) Multiple Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- (f) Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should, for any reason whatsoever, be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
- (g) Time of Essence: Time of performance hereunder by the Seller and the Buyer is hereby made the essence of this Agreement.
- (h) Headings: The paragraph headings used in this Agreement are for convenience only and are not intended to imply or restrict application.
- (i) Approval and Signing: The date that this Agreement is signed by the Buyer will have no impact on the Effective Date.
- (j) Authorization: Each party represents to the other that such party has authority under all applicable laws to enter into an Agreement containing such covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.
- (k) Radon Gas: Radon is a naturally occurring 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 the Florida Department of Health, Bureau of Environmental Health, Radon Program, 4052 Bald Cypress Way, Bin A08, Tallahassee, Florida 32399-1720.

(l) Survival: Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination. The covenants of this Agreement will survive delivery and recording of the deed and possession of the Property.

(m) Assignment: This Agreement shall not be assigned by the Buyer without the prior written consent of the Seller.

(n) Waiver: No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

(o) Risk of Loss: In the event of any substantial damage to the Property (in excess of \$25,000) between the Effective Date of this Agreement and the date of closing, the Seller shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, the Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If the Seller elects not to restore the damaged Property, the Buyer's sole remedy shall be the right to rescind this Agreement by giving written notice to the 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 (\$25,000 or less), the parties shall proceed to closing as though no damage had occurred.

(p) Wetlands: Any wetlands on the Property may be subject to the permitting requirements of the Florida Department of Environmental Protection (the "DEP"), the applicable water management district, or any other applicable permitting entity.

(q) Third Party Beneficiaries: Neither the Buyer nor the Seller intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

(r) Materiality and Waiver of Breach: The Buyer and the Seller agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is; therefore, a material term hereof. The Buyer's or the Seller's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(s) Compliance with Laws: The parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing the duties, the responsibilities, and the obligations pursuant to this Agreement.

(t) Jurisdiction Venue: Waiver of Jury Trial: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts in Hillsborough County, Florida, and the

venue for litigation arising out of this Agreement shall be exclusively in such courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, THE BUYER AND THE SELLER HERELY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

(u) Documents: With the Seller's signing and return of this Agreement, the Seller will provide the Buyer with copies of any surveys, title policies or abstracts, environmental assessments, and any soil or groundwater analysis performed by a licensed engineer or other party in the Seller's possession at that time. If the Seller fails to provide these documents in accordance with this paragraph, the Buyer will have the option to terminate this Agreement.

(v) Electronic Signature: The parties agree that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, Florida Statutes.

**21. PUBLIC RECORDS REQUIREMENTS:**

All records and documents generated or received by parties in relation to the Agreement are subject to the Public Records Act, Chapter 119, Florida Statutes. The Parties are required to comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes.

**a.** Keep and maintain public records required by the Seller in the performance of this Agreement.

**b.** Upon request from the Seller's Custodian of Public Records, provide the Seller with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

**c.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Buyer does not transfer the records to the Seller.

**d. IF THE BUYER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BUYER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SELLER'S CUSTODIAN OF PUBLIC RECORDS AT:**

**EXECUTIVE DIRECTOR, MARKETING & PUBLIC RELATIONS  
ATTN: PUBLIC RECORDS REQUESTS  
39 COLUMBIA DRIVE, ROOM 728  
TAMPA, FLORIDA 33606-3584  
(813) 253-7158  
PUBLICRECORDS@HCCFL.EDU**

e. The Buyer acknowledges that the Seller cannot and will not provide legal advice or business advice to the Buyer with respect to the Buyer's obligations pursuant to this Paragraph 21. The Buyer further acknowledges that it will not rely on the Seller or its counsel to provide such business or legal advice, and that the Buyer has been advised to seek professional advice with regard to public records matters addressed by this Agreement. The Buyer acknowledges that the Buyer's failure to comply with Florida law and this Agreement with respect to public records shall constitute a material breach of this Agreement and grounds for termination of this Agreement.

**22. ESCROW AGENT:**

An Escrow Agent will be used as set forth in the Earnest Money Escrow Agreement (Non-Interest Bearing) attached hereto and incorporated herein by reference as **Exhibit "D."**

The Seller and the Buyer hereby certify that they are aware that the Federal Deposit Insurance Corporation (the "**FDIC**") and the Federal Savings and Loan Insurance Corporation (the "**FSLIC**") coverage, whichever is applicable to this Agreement, apply only to a maximum amount of \$250,000 for each individual depositor. The Seller and the Buyer understand that the Escrow Agent assumes no responsibility for, nor will it be held liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the FDIC or the FSLIC, whichever is applicable to this Agreement. The Buyer's Deposit is an earnest money (non-interest bearing) deposit pursuant to Paragraph 6.

**23. NOTICES:**

Any, and all, notices, demands, consents, approvals or other communication either party may require or may desire to serve upon the other party in connection with this Agreement, shall be in writing, signed by the party or its counsel identified below, and shall be served by registered or certified mail, overnight courier service, or either electronic mail or facsimile transmission with confirmation (followed promptly by personal service or regular mailing of a hard copy), at the addresses set forth below:

To the **Seller:**

Martha Kaye Koehler, General Counsel  
District Board of Trustees of Hillsborough Community College  
39 Columbia Dr., 8th Floor  
Tampa, FL 33606-3584  
mkoehler@hccfl.edu

To the **Buyer:**

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Or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery (by a nationally recognized overnight delivery service) shall be deemed delivered on the next business day after deposit with such service; (iii) by electronic mail or facsimile transmission shall be deemed delivered during the business day of transmission, or (iv) via certified mail shall be deemed delivered one business day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**“BUYER”**

\_\_\_\_\_  
\_\_\_\_\_

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

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

Title: \_\_\_\_\_

**ATTEST:**

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

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_, who is (\_\_\_\_\_) personally known to me or (\_\_\_\_\_) who has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

Sign: \_\_\_\_\_

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

(Notary Seal)

My Commission Expires: \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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**“SELLER”**

**SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:**

**DISTRICT BOARD OF TRUSTEES OF  
HILLSBOROUGH COMMUNITY COLLEGE,**  
a political subdivision of the State of Florida  
and public body corporate

Witness: \_\_\_\_\_

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

By: \_\_\_\_\_  
Betty Viamontes, Chair  
District Board of Trustees of  
Hillsborough Community College

Witness: \_\_\_\_\_

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

**ATTEST**

By: \_\_\_\_\_  
Dr. Ken Atwater, President  
Hillsborough Community College

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of the  
District Board of Trustees of Hillsborough Community College, a political subdivision of the State of  
Florida and public body corporate, who is (\_\_\_\_\_) personally known to me or (\_\_\_\_\_) who has  
produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

Sign: \_\_\_\_\_

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

(Notary Seal)

My Commission Expires: \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE  
DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Description of Parcel:

From coordinate point South 1709.22, East 2079.69, this being the intersection of the centerline of Arbor Place and the West boundary of Marjorie Park, per Map of Davis Islands, also the centerline of Columbia Drive, as shown in Davis Islands, Consolidated Map No. 2, recorded in Plat Book 17, Page 13, Public Records of Hillsborough County, Florida: above coordinate point as derived from the Davis Islands Calculation Sheets, and as recorded by Byars-Thompson Addition to Davis Islands, Plat Book 32, Page 43, of aforesaid Public Records, run along the West boundary of said Marjorie Park on an arc of 4.24 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 4.24 feet, on a bearing of South 42°19'27" East to a Point of Beginning; continue thence along said West boundary on an arc of 555.39 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 553.93 feet, on a bearing South 35°04'11" East; run thence 170.19 feet on a bearing of North 63°11'12" East; run thence 304.05 feet on a bearing of North 26°48'48" West; run thence 187.47 feet on a bearing of North 63°11'12" East to the East boundary of Map of Davis Islands; run thence 311.12 feet on a bearing of North 26°48'48" West along said East boundary; run thence 198.90 feet South 63°11'12" West, run thence 248.22 feet on a bearing of South 47°19'10" West to the Point of Beginning, less the Westerly 50.00 feet thereof.

Exact legal description may be subject to final property survey.

END OF LEGAL DESCRIPTION

**EXHIBIT "B"**

**QUIT CLAIM LEGAL DESCRIPTION**

Any and all interest, current or future, in the following Property, above or below the ordinary high water line including, but not limited to, mineral interests, permit rights, adjoining submerged lands, sovereign lands, riparian rights and any interest in adjoining right-of-way or other lands claimed by Hillsborough County:

Description of Parcel:

From coordinate point South 1709.22, East 2079.69, this being the intersection of the centerline of Arbor Place and the West boundary of Marjorie Park, per Map of Davis Islands, also the centerline of Columbia Drive, as shown in Davis Islands, Consolidated Map No. 2, recorded in Plat Book 17, Page 13, Public Records of Hillsborough County, Florida: above coordinate point as derived from the Davis Islands Calculation Sheets, and as recorded by Byars-Thompson Addition to Davis Islands, Plat Book 32, Page 43, of aforesaid Public Records, run along the West boundary of said Marjorie Park on an arc of 4.24 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 4.24 feet, on a bearing of South 42°19'27" East to a Point of Beginning; continue thence along said West boundary on an arc of 555.39 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 553.93 feet, on a bearing South 35°04'11" East; run thence 170.19 feet on a bearing of North 63°11'12" East; run thence 304.05 feet on a bearing of North 26°48'48" West; run thence 187.47 feet on a bearing of North 63°11'12" East to the East boundary of Map of Davis Islands; run thence 311.12 feet on a bearing of North 26°48'48" West along said East boundary; run thence 198.90 feet South 63°11'12" West, run thence 248.22 feet on a bearing of South 47°19'10" West to the Point of Beginning, less the Westerly 50.00 feet thereof.

Exact legal description may be subject to final property survey.

The purpose of this conveyance is to transfer any, and all, interests in the Property from the Seller to the Buyer that are not being conveyed by any other instrument and there is no additional consideration associated with this conveyance.

**END OF QUIT CLAIM LEGAL DESCRIPTION**

## EXHIBIT "C"

### LEGAL DESCRIPTION OF PARCELS INVOLVED WITH LAND-SWAP CONTINGENCY WITH THE CITY OF TAMPA

#### Description of City Parcel:

That part of MARJORIE PARK, per map of DAVIS ISLANDS, according to map or plat thereof as recorded in Plat Book 10, Page 58, of the Public Records of Hillsborough County, Florida, lying within the following described boundaries, to wit: From coordinate point South 1709.22, East 2079.69, this being the intersection of the centerline of Arbor Place and the West boundary of MARJORIE PARK, per Map of DAVIS ISLANDS, also the centerline of Columbia Drive, as shown in DAVIS ISLANDS, Consolidated Map No. 2, recorded in Plat Book 17, Page 13, Public Records of Hillsborough County, Florida; above coordinate point as derived from the Davis Islands Calculation Sheets, and as recorded by BYARS-THOMPSON ADDITION TO DAVIS ISLANDS, Plat Book 32, Page 43, of aforesaid Public Records, run along the West boundary of said MARJORIE PARK on an arc of 4.24 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 4.24 feet, on a bearing of South 42°19'27" East; continue thence along said West boundary on an arc of 555.39 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 553.93 feet, on a bearing of South 35°04'11" East; run thence 170.19 feet on a bearing of North 63°11'12" East; run thence 304.05 feet on a bearing of North 26°48'48" West; run thence 187.47 feet on a bearing of North 63°11'12" East to the East boundary of Map of DAVIS ISLANDS; run thence 311.12 feet on a bearing of North 26°48'48" West along said East boundary, to the Point of Beginning; run thence 198.90 feet on a bearing of South 63°11'12" West; run thence 52.22 feet on a bearing of South 47°19'10" West; run thence 223.51 feet on a bearing of North 14°8'11" East; run thence 16.90 feet on a bearing of North 25°03'06" West; run thence 105.12 feet on a bearing of North 63°11'12" East to the East boundary of Map of DAVIS ISLANDS; run thence 171.04 feet, more or less on a bearing of South 25°38'47" East along said East boundary, to the Point of Beginning; as shown as Parcel "A" on the drawing prepared by the City of Tampa, Real Estate Division, dated October 27, 2005, entitled "Sketches of Parcels in Reciprocal License Agreement."

#### Description of Proposed Land-Swap South Area:

From coordinate point South 1709.22, East 2079.69, this being the intersection of the centerline of Arbor Place and the West boundary of MARJORIE PARK, per Map of DAVIS ISLANDS, also the centerline of Columbia Drive, as shown in DAVIS ISLANDS, Consolidated Map No. 2, recorded in Plat Book 17, Page 13, Public Records of Hillsborough County, Florida; above coordinate point as derived from the Davis Islands Calculation Sheets, and as recorded by BYARS-THOMPSON ADDITION TO DAVIS ISLANDS, Plat Book 32, Page 43, of aforesaid Public Records, run along the West boundary of said MARJORIE PARK on an arc of 4.24 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 4.24 feet, on a bearing of South 42°19'27" East; continue thence along said West boundary on an arc of 555.39 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 553.93 feet, on a bearing of South 35°04'11" East; run thence 50.01 feet on a bearing of North 64°24'57" East to a point on the Easterly right of way line of Columbia Drive (by deed) and the Point of Beginning, said point being on a curve concave Southwesterly having a radius of 2260 feet and a chord which bears North 27°09'39" West, a distance of 36.95 feet, thence along the arc of said curve, a distance of 36.95 feet; thence leaving said Easterly right of way line, North 64°38'30" East, a distance of 121.23 feet; thence South 25°30'03" East, a distance of 36.45 feet; thence South 64°24'57" East, a distance of 120.16 feet to the Point of Beginning.

END OF LEGAL DESCRIPTION

**EXHIBIT “D”**

**EARNEST MONEY ESCROW AGREEMENT (NON-INTEREST BEARING)**

This Escrow Agreement (the “**Escrow Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among **LANDCASTLE TITLE GROUP, LLC**, a Florida Limited Liability Company, (the “**Company**” or the “**Escrow Agent**”), having its principal address at 4006 South MacDill Avenue, Tampa, Florida 33611-1545, and \_\_\_\_\_, \_\_\_\_\_, (the “**Buyer**”), having its principal address at \_\_\_\_\_; and the **DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**, a political subdivision of the State of Florida and public body corporate, (the “**Seller**”), having its principal address at 39 Columbia Drive, Tampa, Florida 33606-3584.

**WHEREAS**, the Buyer and the Seller are parties to that certain Agreement for Purchase and Sale and Deposit Receipt dated \_\_\_\_\_, 2020, (the “**Purchase Agreement**”); and

**WHEREAS**, the Buyer and the Seller have requested the Escrow Agent to hold the earnest money as agreed within the Purchase Agreement, together with any additional deposits (collectively, the “**Deposit**”) in accordance with the provisions of this Escrow Agreement and the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration and the proposed issuance of a title policy by the Escrow Agent, the parties agree as follows:

1. **Escrow Agent:** The Buyer and the Seller hereby appoint LandCastle Title Group, LLC as escrow agent hereunder. The Deposit is hereby delivered to the Escrow Agent, who by signing below, acknowledges its receipt of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) from the Buyer via a certified or cashier’s check or a wire transfer through a Federal Reserve Bank or other financial institution acceptable to the Seller.
  
2. **Deposit:** The Escrow Agent is authorized and directed to deposit the full amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) at Bank of America, N.A. into the Escrow Agent’s general escrow account. The Deposit shall be subject to the rules, regulations, policies, and procedures of said depository and the provisions of applicable Florida law. The Deposit will not be invested.

**EXHIBIT “D”**

The Escrow Agent agrees to hold, keep, and deliver the Deposit and all other sums, documents, instruments, and deeds of conveyance delivered pursuant hereto in accordance with the terms and provisions of this Escrow Agreement. In the event the Escrow Agent receives written notice from either party of any disagreement between the Buyer and the Seller resulting in any adverse claims and demands being made in connection with, or for, the monies, documents, instruments, and deeds of conveyance involved herein or affected hereby, the Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue. In so refusing, the Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under terms of this Escrow Agreement and, in so doing, the Escrow Agent shall not become liable to anyone for such refusal.

3. **Fee:** The fee for the services of the Escrow Agent is **ONE THOUSAND DOLLARS (\$1,000.00)** which is the obligation of the Seller and shall be deducted from the Deposit upon its disbursement.
4. **Release of Deposit:** The Escrow Agent shall hold the Deposit until written release disbursement instructions are received from the Buyer and the Seller. No disbursements will be made until the Deposit has been irrevocably credited to the account named in Provision 2 of this Escrow Agreement.
5. **Reliance and Limitation of Liability:** The Escrow Agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertions contained therein; and may assume the authorization of any person signing such writing. The Escrow Agent shall not be liable for any loss or damage resulting from:
  - a. The default, error, action or omission of any party to this Escrow Agreement.
  - b. Penalties, loss of principal or any delays in the withdrawal of funds, which may be imposed by the depository.
  - c. Loss or impairments of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency, or suspension of the financial institution.
  - d. Any levies by taxing authorities related to the Deposit.
  - e. Any loss arising from the fact the Deposit exceeds the amount not insured by the Federal Deposit Insurance Corporation (the “**FDIC**”) and the Federal Savings and Loan Insurance Corporation (the “**FSLIC**”), whichever is applicable to this Escrow Agreement.
  - f. The Escrow Agent’s compliance with any legal process, subpoena, writs, orders, judgments and decree of any court whether issued with or without jurisdiction and whether or not consequently vacated, modified, set aside or reversed.
  - g. Any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

6. **Defaults, Non-performance, and Disputes:** If written notice of a default, non-performance, or dispute is given to the Escrow Agent by any party, the Escrow Agent will promptly notify all other parties in writing in accordance with Provision 8 of this Escrow Agreement. Ten (10) days after proper notice by the Escrow Agent as set forth herein, the Deposit will be released pursuant to the demand, unless contrary written instructions are received from any other parties to the Escrow Agreement. If contrary written instructions are received by the Escrow Agent prior to the expiration of ten (10) days after proper notice, the Escrow Agent will not disburse the Deposit until it receives a mutual written agreement of all parties to this Escrow Agreement or upon receipt of an appropriate final, non-appealable court order.
7. **Indemnification:** The Seller, to the extent allowed by law and subject to the provisions of Section 768.28, Florida Statutes, and the Buyer, jointly and severally, agree to indemnify and hold harmless, the Escrow Agent, from any and all reasonable costs, damages, and expenses, including reasonable attorneys' fees and paralegal fees that the Escrow Agent may incur in its good faith compliance with the terms of this Escrow Agreement, including, but not limited to, any and all such costs, damages, and fees incurred in connection with the filing of an action in the nature of interpleader, by the Escrow Agent. In the event of disagreement between the Buyer and the Seller, as provided herein above, however, this indemnification provision shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.
8. **Resignation and Interpleader:** The Escrow Agent may resign at any time. At the time of the resignation, the parties must appoint a successor escrow agent within thirty (30) days. If none is appointed, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent. In the event of a disagreement about the interpretation of this Escrow Agreement, the Escrow Agent, may, in its sole discretion, file an action in interpleader or other court action to resolve the disagreement. All parties agree to (a) indemnify the Escrow Agent for any and all attorneys' fees and costs expended, and (b) permit the Escrow Agent to deduct from the Deposit any court costs and attorneys' fees reasonably incurred by the Escrow Agent.
9. **Notices, Demands, and Communications:** All notices, demands, or other communications shall be in writing and given to the person(s) to whom the notice is directed, either by: (a) actual delivery at the addresses stated below, including a national overnight delivery service, which shall be deemed effective at the time of actual delivery; (b) certified mail, return receipt requested, addressed as stated below, posted and deposited with the U.S. Postal Service, which shall be deemed effective three (3) business days after being so deposited; or (c) email transmission to the email address stated below, provided that there is simultaneous deposit of such notice with a national overnight delivery service addressed as stated below, which notice shall be deemed effective upon the earlier to occur of: (i) confirmation of receipt of the email transmission; or (ii) actual delivery by the overnight delivery service.

**EXHIBIT "D"**

All notices, demands, or other communications hereunder shall be addressed as follows:

**If to the Seller:**

DISTRICT BOARD OF TRUSTEES OF  
HILLSBOROUGH COMMUNITY COLLEGE

39 Columbia Drive, 8th Floor

Tampa, FL 33606-3584

**Attention:**

Martha Kaye Koehler, General Counsel

**Phone:**

(813) 253-7007

**Email:**

mkoehler@hccfl.edu

**With a Copy to:**

HILLSBOROUGH COMMUNITY COLLEGE  
PURCHASING DEPARTMENT

39 Columbia Drive, 6th Floor

Tampa, FL 33606-3584

**Attention:**

Vonda F. Melchior, Director of Purchasing

**Phone:**

(813) 253-7107

**Email:**

vmelchior@hccfl.edu

**If to the Buyer:**

\_\_\_\_\_  
\_\_\_\_\_

**Attention:**

**Phone:**

**Email:**

**With a Copy to:**

\_\_\_\_\_  
\_\_\_\_\_

**Attention:**

**Phone:**

**Email:**

**If to the Escrow Agent:**

LANDCASTLE TITLE GROUP, LLC

4006 S. MacDill Ave.

Tampa, FL 33611-1545

**Attention:**

Vincent J. Cassidy, President

**Phone:**

(813) 831-3885 Ext. 110

**Email:**

vcassidy@majestytitle.com

**EXHIBIT "D"**

- 10. Governing Law:** This Escrow Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 11. Counterparts and Originals:** This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original and constitute one (1) and the same instrument. Copies of this executed Escrow Agreement shall have the same effect as an original.
- 12. Headings:** The headings are for reference only and shall not define or limit the terms of this Escrow Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Escrow Agreement as of the first date written above.

**Buyer:**

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Escrow Agent:**

**LANDCASTLE TITLE GROUP, LLC**

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

Printed Name: Vincent J. Cassidy

Title: President

**Seller:**

**DISTRICT BOARD OF TRUSTEES OF  
HILLSBOROUGH COMMUNITY COLLEGE**

\_\_\_\_\_

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

Printed Name: Betty Viamontes

Title: Chair

**ATTEST:**

**HILLSBOROUGH COMMUNITY COLLEGE**

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

Printed Name: Dr. Ken Atwater

Title: President

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

**HILLSBOROUGH COMMUNITY COLLEGE**

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

Printed Name: Martha Kaye Koehler

Title: General Counsel