

“AS-IS” Contract for Sale and Purchase

PARTIES: CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company (“Seller”), whose address is 1720 Centrepark Drive East, West Palm Beach, Florida 33401, and HERNANDO COUNTY, a Political Subdivision of the State of Florida (“Buyer”), whose address is 15470 Flight Path Drive, Brooksville, Florida 34604.

hereby agree that Seller shall sell and Buyer shall buy the following described real property (“Property”) upon the following terms and conditions, which include any riders and addenda to this Contract for Sale and Purchase (“Contract”).

I. DESCRIPTION:

Legal description of the Property located in Hernando County, Florida: See Exhibit A.

II. PURCHASE PRICE:

\$ 100.00

PAYMENT:

- (a) Initial Deposit, if required, made within one (1) day after the Effective Date and held in escrow by First American Title Insurance Company in the amount of \$ 10.00
- (b) Additional Deposit: \$ 0.00
- (c) Subject to AND assumption of existing mortgage in good standing in favor of _____ \$ 0.00
having an approximate present principal balance of
- (d) Purchase money mortgage and note to Seller (see addendum) in the amount of \$ 0.00
- (e) Other: _____ \$ 0.00
- (f) Balance to close by U.S. cash or wire transfer subject to prorations..... \$ 90.00

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before July 31, 2023, the deposit(s) if any will, at Buyer’s option, be returned and this offer withdrawn. The date of Contract (“Effective Date”) will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile or electronic copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

IV. TITLE EVIDENCE: Buyer at Buyer’s expense, can obtain a title search and title policy if it requires either or both.

V. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered within 120 days after approval and execution of this Contract by both parties.

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, all matters of record, prohibitions and other requirements imposed by governmental authority; all restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record and subject to the reverter in the deed attached hereto as Exhibit B.

VII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them. This Contract is further amended by Schedule "1" attached hereto and made a part hereof.

VIII. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ___ may assign and thereby be released from any further liability under this Contract; _____ may assign but not be released from liability under this Contract; or X may not assign this Contract.

IX. DISCLOSURES:

Radon is a naturally occurring radioactive gas that when 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 or Radon testing may be obtained from your County Public Health unit.

X. MAXIMUM REPAIR COSTS AND AS IS: Seller shall not be responsible for any repairs, or remediation if required to the Property and this transfer is "AS IS" and "WHERE IS" as set forth in XI below.

XI. "AS IS", "WHERE IS" AND "WITH ALL FAULTS": SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT HEREON, (ii) ZONING, TAX CONSEQUENCES, OPERATING HISTORY OR PROJECTIONS; AND (iii) THE COMPLIANCE OF THE PROPERTY AND INFRASTRUCTURE OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER EXCEPT AS SPECIFICALLY STATED IN THIS CONTRACT. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AND BUYER EXPRESSLY ACKNOWLEDGES THAT IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OR CONDITION OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF FLORIDA, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING SOLID WASTE, AS DEFINED IN ANY FLORIDA SOLID WASTE DISPOSAL LAW AND THE REGULATIONS ADOPTED THEREUNDER OR

THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 261, OR THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER HEREBY ASSUMES (AND AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES) ALL RISKS AND LIABILITY RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER, UPON CLOSING, HEREBY ACKNOWLEDGES AND AGREES TO WAIVE, RELINQUISH AND RELEASE SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, FEES AND COURT COSTS OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE ENVIRONMENTAL LAWS) AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTING A VIOLATION OF ANY SUCH APPLICABLE LAWS AT THE TIME OF ITS EXISTENCE OR OCCURRENCE. THIS PROVISION SHALL SURVIVE CLOSING.

BUYER:

SELLER:

HERNANDO COUNTY,
a Political Subdivision of the State of
Florida

CEMEX CONSTRUCTION
MATERIALS FLORIDA, LLC

By: _____
Print Name: _____
Date: _____

By: *[Signature]*
Print Name: GILBERTO GONZALEZ
Date: 06/26/2023



BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Listing Broker: _____ None _____

Cooperating Brokers, if any: _____ None _____

[Handwritten mark]

SCHEDULE "1"

STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance, insuring Buyer's title to the Property, may be obtained by Buyer at Buyer's expense and a subsequent title policy may be obtained by Buyer at Buyer's expense.
- B. SURVEY:** Buyer, at Buyer's expense, may obtain a survey of the Property.
- C. BROKERAGE:** Seller and Buyer each warrant and represent to the other that they have not dealt or consulted with any real estate broker or agent in connection with the Property or this transaction.
- D. PLACE OF CLOSING:** Closing shall be a mail away Closing handled by Seller's attorney.
- E. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. EST of the next business day. Time is of the essence in this Contract.
- F. DOCUMENTS FOR CLOSING:** Seller shall furnish a quitclaim deed with reverter language as set forth in Exhibit B and this reverter shall survive Closing and other standard documents required by a Closing Agent.
- G. EXPENSES:** All Closing expenses of this transaction and Closing shall be paid by the Buyer except each party shall pay its own legal fees.
- H. ESCROW:** Any escrow agent ("Agent" or "Escrow Agent") of the receiving funds and documents is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract.
- I. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.
- J. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. Notwithstanding anything else contained herein to the

contrary, if Buyer fails to close for any reason herein other than a Seller default, then the deposit paid is forfeited.

K. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

L. CONVEYANCE: Seller shall convey title to the Property by Quitclaim Deed with Reverter in the form attached hereto as Exhibit "B" and made a part hereof.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. CONDEMNATION: In the event that any portion of the Property shall be threatened by or taken in condemnation or under the right of eminent domain after the Effective Date hereof and prior to the Closing Date, this Contract, at the option of Buyer, may either: (a) be declared null and void with respect to the Property; or (b) continue in effect and the proceeds received from such condemnation or eminent domain proceeding shall be retained by Seller.

O. GOVERNING LAW; VENUE: This Contract shall be governed by Florida law. Venue for any legal proceedings shall be in Palm Beach County, Florida.

P. PARTIAL INVALIDITY: In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Contract shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

Q. CONSTRUCTION OF AGREEMENT: All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.



EXHIBIT A

Legal Description

A parcel of land lying and being in Section 12, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at a point marking the Northwest corner of Section 12, Township 22 South, Range 18 East, Hernando County, Florida, thence coincident with the North boundary of the Northwest $\frac{1}{4}$ of said Section 12, S 89°40'26" E a distance of 2089.94 feet to a point coincident with the Southwesterly right-of-way boundary of Citrus Way (also known as County Road 491); thence departing said North boundary, coincident with said Southwesterly right-of-way boundary the following eight (8) courses: 1.) S 20°40'05" E a distance of 103.15 feet; 2.) thence N 69°19'55" E a distance of 5.00 feet; 3.) thence S 20°40'05" E a distance of 556.85 feet to the POINT OF BEGINNING; 4.) thence S 20°40'05" E a distance of 1043.04 feet; 5.) thence S 69°19'55" W a distance of 5.00 feet; 6.) thence S 20°40'05" E a distance of 399.97 feet; 7.) thence N 69°19'55" E a distance of 5.00 feet; 8.) thence S 20°40'05" E a distance 233.09 feet; thence departing said Southwesterly right-of-way boundary, S 64°36'13" W a distance of 1636.09 feet; thence N 29°47'08" W a distance of 1317.01 feet to a point coincident with the South boundary of the lands described in Official Records Book 1313, page 1998 of the Public Records of Hernando County, Florida; thence coincident with said South boundary, N 53°48'58" E a distance of 1908.78 feet to the POINT OF BEGINNING.

Containing an area of 2,613,584.25 square feet, 60.000 acres, more or less.

EXHIBIT B

Quitclaim Deed with Reverter

PREPARED BY & RETURN TO:

Holland & Knight, LLP
515 East Las Olas Blvd,
12th Floor
Fort Lauderdale, FL 33301

QUITCLAIM DEED WITH REVERTER

THIS QUITCLAIM DEED WITH REVERTER (this “**Deed**”), executed this _____ day of _____, 20___, by CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company, whose post office address is 1720 Centrepark Drive East, West Palm Beach, Florida 33401 (“**Grantor**”), to HERNANDO COUNTY, a Political Subdivision of the State of Florida, whose post office address is 15470 Flight Path Drive, Brooksville, Florida 34604 (“**Grantee**”):

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lots, pieces or parcels of land, situate, lying and being in the County of Hernando, State of Florida, to-wit:

See Exhibit “A” attached hereto and made a part hereof (“Property”).

The Tax Folio Number is _____.

This Deed was prepared without benefit of a title search.

Said Grantee shall have and hold the said Property forever for the sole use and benefit and enjoyment of the Grantee for as long as the Property is used specifically as a Hernando County fire academy training facility or Hernando County police academy training facility (“Specific County Purpose”) and it further being specifically provided that if said Property should ever cease to be used for the Specific County Purpose, then the title thereto, and all right, title and interest hereby conveyed, shall immediately revert to the Grantor, its successors and assigns, and, if required by Grantor, Grantee shall, at Grantee’s sole expense and within one hundred eighty (180) days following the reconveyance of the Property to Grantor or such longer period as Grantor may agree in writing, remove all of Grantee’s furniture, equipment and other personal property located at the Property and

all structures, buildings, alterations, improvements made to or upon the Property, and restore the Property to the condition existing as of the date of this Deed, ordinary wear and tear excepted. Upon the request of Grantor, Grantee will provide a special warranty deed to the Property in form and substance acceptable to Grantor evidencing the reconveyance of the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

**CEMEX CONSTRUCTION MATERIALS
FLORIDA, LLC**, a Delaware limited liability
company

PRINTED NAME: _____

By: _____

PRINTED NAME: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 20____, by
_____ as the _____ of **CEMEX CONSTRUCTION MATERIALS
FLORIDA, LLC**, a Delaware limited liability company, on behalf of said company, who is personally
known to me, or has produced _____ as identification.

(SEAL)

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____



EXHIBIT "A"

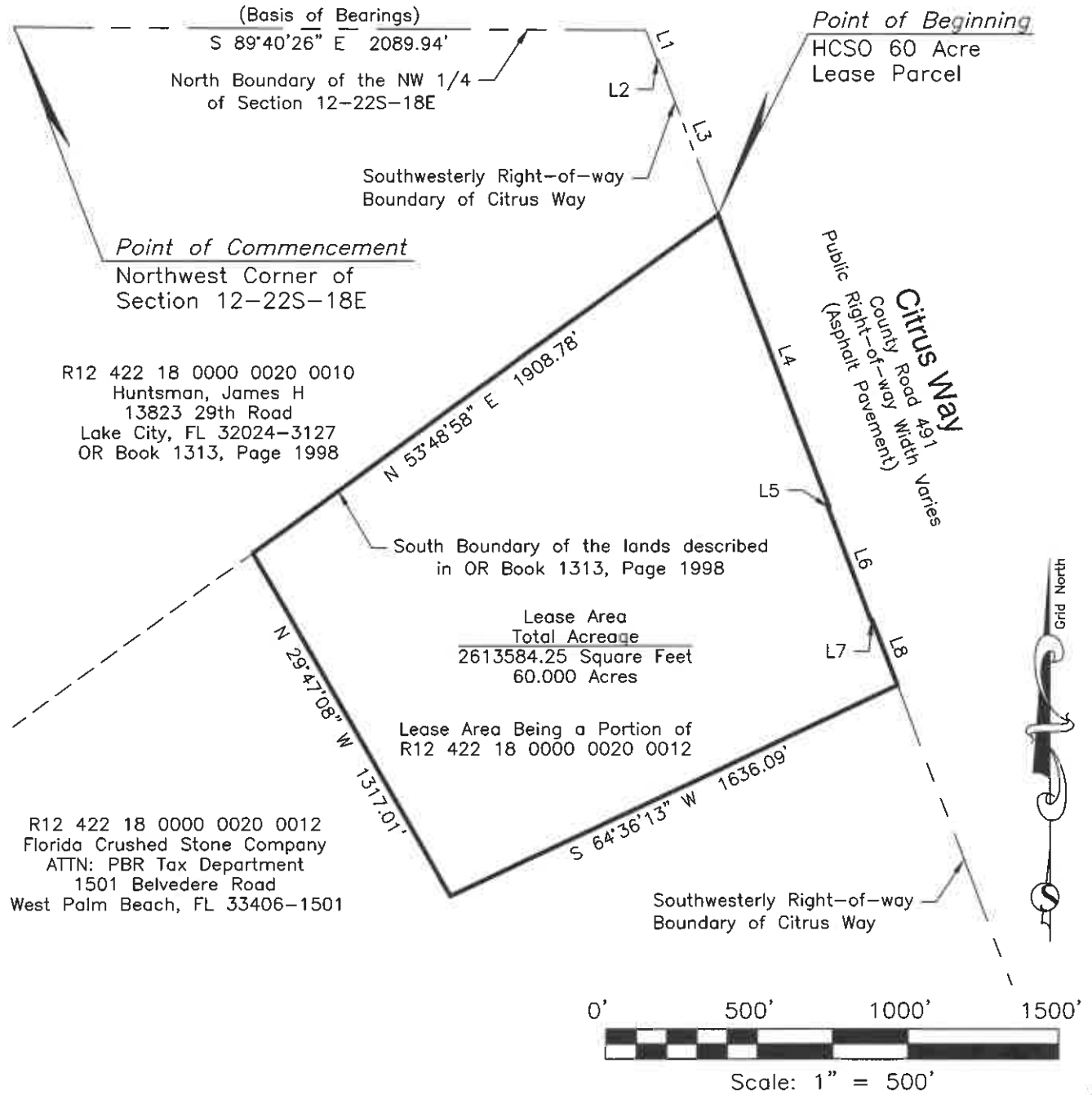
Legal Description

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Containing an area of 2,613,584.25 square feet, 60.000 acres, more or less.

Sketch & Description
Cemex - Brooksville
HCSO 60 Acre Lease Parcel
Section 12, Township 22 South, Range 18 East
Hernando County, Florida



PROJECT NO.: 20040010
 PHASE: 186
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>