

Vacant Land Contract



1* **1. Sale and Purchase:** City of Pensacola ("Seller")
2* and Philip Krupp ("Buyer")

3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address: 900 Block West Belmont Street, Pensacola, FL 32501

6* Legal Description: LT 3 PEBLEYS S/D BLK 22 WEST KING TRACT OR 1564 P 55 CA 105

7 _____

8 _____

9 _____

10 _____

11* SEC /TWP / /RNG of Escambia County, Florida. Real Property ID No.: 000S009060030022

12* including all improvements existing on the Property and the following additional property: _____

13 _____

14* **2. Purchase Price:** (U.S. currency).....\$ 16,000

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16* Escrow Agent's Name: Tina Wiles at Emerald Coast Title

17* Escrow Agent's Contact Person: _____

18* Escrow Agent's Address: 811 North Spring Street Pensacola, FL 32501

19* Escrow Agent's Phone: 850-434-3223

20* Escrow Agent's Email: twiles@emeraldcoasttitle.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22* accompanies offer

23* will be delivered to Escrow Agent within 3 days (3 days if left blank)

24* after Effective Date\$ 500

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26* within _____ days (10 days if left blank) after Effective Date

27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

29* (d) Other: _____ \$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

31* to be paid at closing by wire transfer or other Collected funds\$ 15,500

32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

33* unit used to determine the purchase price is lot acre square foot other (specify): _____

34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy

39* delivered to all parties on or before 10/26/2017, this offer will be withdrawn and Buyer's deposit, if

40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is

41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer

42 has signed or initialed and delivered this offer or the final counter offer.

43* **4. Closing Date:** This transaction will close on 11/30/2017 ("Closing Date"), unless specifically

44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,

45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,

46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business

47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property

48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If

49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and

50 other items.

Buyer and Seller acknowledge receipt of a copy of this page, which is 1 of 7 pages.

51 **5. Financing: (Check as applicable)**

52* (a) **Buyer** will pay cash for the Property with no financing contingency.

53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and **Broker**.

66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68* follows: _____

69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
82* fixed other (describe) _____
83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* 6. **Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
90* contract, may assign but not be released from liability under this contract, or may not assign this contract.

91* 7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
92* deed special warranty deed other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) _____
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at

100* (Check one) **Seller's** **Buyer's** expense and
101* (Check one) within _____ days after Effective Date at least 5 days before Closing Date,
102* (Check one)

103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

108 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118 * **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
129

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 * (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 * (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
- 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
- 166 contingent on **Buyer** conducting any further investigations.
- 167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
- 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
- 169 expired or if Paragraph 8(a)(2) is selected.
- 170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
- 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
- 172 to improving the Property and rebuilding in the event of casualty.
- 173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
- 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
- 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 180 with the shore line of the Property being purchased.
- 181 **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title

184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds

185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to

186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the

187 costs indicated below.

- 188 **(a) Seller Costs:**
- 189 Taxes on deed
- 190 Recording fees for documents needed to cure title
- 191 Title evidence (if applicable under Paragraph 7)
- 192 Other: _____

- 193 **(b) Buyer Costs:**
- 194 Taxes and recording fees on notes and mortgages
- 195 Recording fees on the deed and financing statements
- 196 Loan expenses
- 197 Title evidence (if applicable under Paragraph 7)
- 198 Lender's title policy at the simultaneous issue rate
- 199 Inspections
- 200 Survey
- 201 Insurance
- 202 Other: _____

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real

204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,

205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be

206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**

208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount

209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but

210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be

211 paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is

212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a

213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**

215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**


216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**

218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**

219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
 227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
 231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
 232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
 236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
 237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
 238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
 240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
 242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
 244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
 245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
 246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
 247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
 250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
 251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
 252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
 253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
 255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
 256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
 257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
 259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
 260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
 261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
 262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
 263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
 264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 265 permitted, of **Seller**, **Buyer**, and **Broker**.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
 267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
 269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
 271 be liable for the full amount of the brokerage fee.

Buyer  and Seller acknowledge receipt of a copy of this page, which is 5 of 7 pages.

272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) Southland Commercial (Seller's Broker)
322* will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
323* (specify): _____

324* (b) Voyage Real Estate LLC (Buyer's Broker)
325* will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
326* compensation other (specify): _____

327* **21. Additional Terms:** _____
 328 Buyer will pay recording fees and closing costs for title transfer.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

COUNTER-OFFER/REJECTION

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* **Buyer:** Philip Krupp dotloop verified
08/30/17 7:48PM EDT
9VZO-58FM-KIBJ-QNZZ **Date:** _____

350* **Print name:** Phil Krupp

351* **Buyer:** _____ **Date:** _____

352* **Print name:** _____

353 **Buyer's address for purpose of notice:**

354* **Address:** 10921 Fountain Blvd, Oklahoma City, OK 73170

355* **Phone:** 504-201-8281 **Fax:** _____ **Email:** jkatlasbuilders@gmail.com

356* **Seller:** _____ **Date:** _____

357* **Print name:** City of Pensacola

358* **Seller:** _____ **Date:** _____

359* **Print name:** _____

360 **Seller's address for purpose of notice:**

361* **Address:** _____

362* **Phone:** _____ **Fax:** _____ **Email:** _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

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