

**ENCLOSURES TO BE SUBMITTED WITH OFFER**

**NOTICE:** PLEASE CHECK BOXES AND INCLUDE THE RELEVANT INSTRUMENT WITH THE OFFER. Offers submitted without the relevant instrument and any required attachments will be considered incomplete and **non-responsive**.

- ☐ Completed and signed Offer Form
- ☐ Completed and signed Contract for Sale and Purchase and Deposit Receipt.
- ☐ Certified check, cashier's check or irrevocable letter of credit from a financial institution as defined by Section 655.005, Florida Statutes, made payable to the Board of Trustees for St. Petersburg College to ten percent (10%) of the Offer amount.

Please note the following:

- Ensure that the name of the individual or entity purchasing the property is properly and uniformly written (as it should appear on the deed) on: (a) the Offer Form; (b) Page One (1) of the Contract for Sale and Purchase and Deposit Receipt; and (c) the Signature Page of the Contract for Sale and Purchase and Deposit Receipt.
- If the buyer is an entity such as a general partnership, corporation, limited liability company, limited liability partnership or other organization that is not a natural person, please make sure that the individual signing on behalf of the entity is authorized to do so and that his/her title matches the title on record with, for example, the Florida Department of State's Division of Corporations (or similar governmental entity having jurisdiction over such matters in the jurisdiction in which the entity was formed).

St. Petersburg College District Office and Land sale -  
OFFER CONDITIONS

Offers will be received by the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, (hereinafter referred to as "TRUSTEES"), from prospective buyers (each prospective buyer is hereinafter referred to as "OFFEROR") for the real property described below.

#### LEGAL DESCRIPTION OF PROPERTY

The property which is located in Pinellas County at 6021 142<sup>nd</sup> Avenue North, Clearwater, Florida, and is more particularly described in attached EXHIBIT "A."

**The minimum offer amount is \$7,800,000.00. Any Offers for less than the minimum offer amount will be considered counterproposals and will be deemed nonresponsive and rejected.**

#### CONDITIONS OF SALE

Sale of this property shall be by quitclaim deed (including improvements) on an "as is," "where is" basis. The OFFEROR agrees to pay all outstanding real estate taxes. The OFFEROR agrees to take title to the property subject to all outstanding taxes, any special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the property, and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat, or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests. The sale shall be subject to a reservation in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA of an undivided three-fourths interest in phosphate, minerals, and metals and one-half interest in all petroleum with the privilege to mine and develop the same in compliance with Section 270.11, Florida Statutes.

Additionally, OWNER may, at its option, leaseback all of or a portion of the property for a period of up to 9 months following Closing (the "Leaseback Period"). OWNER shall continue to pay all operating expenses for use of the property during the leaseback period. However, if OFFEROR occupies a portion or portions of the property during the leaseback period, then OFFEROR shall provide a credit to TRUSTEES based on a per square foot basis related to the portion of the property occupied by OFFEROR during the

Leaseback Period. There shall be no additional rent charged to OWNER during the Leaseback Period. At OWNER's election, OWNER may vacate and terminate the leaseback anytime during the 9-month period with 30 days written notice. OFFEROR and OWNER shall execute a mutually agreed upon lease prior to the Closing to memorialize the terms contained herein.

#### OFFER GUARANTEE

Each OFFER shall be accompanied by an earnest money deposit (hereinafter referred to as the "Deposit") in the form of a certified or cashier's check or irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE in the amount of ten percent (10%) of the OFFEROR'S OFFER. The Deposit shall be forfeited to the TRUSTEES if the successful OFFEROR fails to perform as specified after written notification of award. Any Deposits received from unsuccessful OFFERORS will be returned within ten working days after the TRUSTEES' decision.

#### OFFER CONDITIONS

1. At closing, the successful OFFEROR shall be required to pay the balance of the purchase price by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to the TRUSTEES, made payable to the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE or the TRUSTEES' designated closing agent.
2. The TRUSTEES will not extend credit. Therefore, each OFFEROR is responsible for arranging any necessary financing and the name of any lender to be involved, if applicable, must be included in the OFFER.
3. The OFFEROR shall pay for all costs of closing including, but not limited to, the cost incurred through the surveying, advertising and appraisal of the property, title insurance, documentary stamp tax on the quitclaim deed, recording costs, , and any other closing costs that OFFEROR may incur. The TRUSTEES may require that the closing be processed by and through a title insurance company office, or other agent, designated by the TRUSTEES, and the OFFEROR shall pay any costs charged by such company or agent for this closing service.

4. The OFFEROR shall pay all costs of sale incurred by the TRUSTEES or other parties on behalf of the TRUSTEES, by separate certified or cashier's check, made payable to the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE or an escrow agent designated by the TRUSTEES, at the time of closing.
5. Any OFFER containing or accompanied by counterproposals or offers as to sale terms or conditions shall be deemed non-responsive and rejected.
6. OFFEROR represents and agrees that it is acting as principal on this transaction and has not dealt and will not deal with any broker, agent or finder other than Savills and any broker, agent or finder who has joined below in the execution of this agreement before it is delivered to Savills. Therefore, OFFEROR shall indemnify and hold the TRUSTEES and Savills harmless from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements) arising from the claim(s) of any broker, agent or finder (other than Savills) alleging to have dealt with or through OFFEROR in connection with the Premises or any transaction relating thereto. OFFEROR's obligations under this section shall survive the closing of any transaction and any expiration of OFFEROR's obligations hereunder. For avoidance of doubt, if any broker, agent or finder has joined in the execution of this bid then OFFEROR shall disclose such representation at the time of bid submission and any commission due shall be pursuant to a separate agreement.

#### ON-SITE INSPECTION

An on-site inspection of the property is not mandatory; however, if you need assistance to locate and inspect the premises, please call (Randy Mills, broker phone number (727) 421-8789) or Mike Griffin (813) 498-0232 of Savills to arrange for an on-site inspection. All interested parties are required to sign a Release and Waiver of Liability Agreement before entering the property.

#### VERBAL INSTRUCTIONS NON-BINDING

Only those communications pertaining to this OFFER, which are in writing from the TRUSTEES, may be considered as a duly authorized expression on behalf of the TRUSTEES. Only communications from a OFFEROR that are signed and in writing will be recognized by the TRUSTEES as duly authorized expressions on behalf of the OFFEROR.

#### GENERAL INFORMATION

It shall be the responsibility of each OFFEROR to raise any questions prior to the OFFER opening concerning the property or the terms and conditions of sale or offering procedures as stated in this OFFER invitation.

For information concerning the property and/or offering procedures please contact Randy Mills, at (727)421-8789 or or Mike Griffin at (813) 498-0232 of Savills.

OFFERORS are cautioned to carefully examine this Offer invitation, the property being offered for sale and to be thoroughly informed regarding any and all conditions and requirements of this Offer invitation. A OFFEROR will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.

#### OFFER SUBMISSION DEADLINE

**Offers will be accepted until 2:00 PM, EST on Tuesday, March 3, 2020. Any Offer received after that time will be returned to the OFFEROR unopened. The TRUSTEES is not responsible for Offers not received by 2:00 PM, EST on Tuesday, March 3, 2020**

#### OFFER OPENING AND CONSIDERATION

All Offers received by the Offer submission deadline will be publicly opened at 2:05 **EST, on Tuesday, March 3, 2020, 6021 142<sup>nd</sup> Avenue North, Clearwater, Florida by SPC.** Any interested party may attend this public Offer opening. No Offer will be accepted after the date and time established in the Offer invitation.

#### OFFER FORM AND CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT

The "Offer Form" and the "Contract for Sale and Purchase and Deposit Receipt" shall be completed in their entirety and be submitted in accordance with the procedures set forth in this Offer

invitation. Otherwise, the Offer will be deemed nonresponsive and rejected. The offer for the property shall be entered on the Offer Form and on paragraph 2. of the Contract for Sale and Purchase and Deposit Receipt. NO OTHER TYPE OF "OFFER FORM" OR "PROPOSAL SHEET" WILL BE ACCEPTED AS A VALID RESPONSE TO THIS OFFER INVITATION.

#### OFFER AWARD

Any award made will be to the highest responsive OFFEROR, provided it is in the TRUSTEES' interest to accept the Offer. The TRUSTEES reserves the right to reject any or all Offers. The TRUSTEES further reserves the right to waive any minor irregularities in any Offer received. In the event two (2) or more responses are received which equal or exceed the minimum Offer amount, are of equal amounts and are the highest responsive Offers received, and the Offers are not rejected, then those parties, and only those parties, will be notified by Randy Mills or Mike Griffin with Savills Inc., or the TRUSTEES within three (3) business days and asked to resubmit a new Offer Form and Contract for Sale and Purchase and Deposit Receipt within five(5) business days of the deadline for their notice. This procedure shall repeat until an award is made to the highest responsive OFFEROR or until such time as the TRUSTEES determines that this Offer is withdrawn.

#### MAILING INSTRUCTIONS

All Offers must be submitted in a sealed envelope marked "**SEALED OFFER - DISTRICT OFFICE OFFER.**" Each OFFEROR **MUST** enter its name and return address in the upper left-hand corner for identification purposes. Offers may be delivered as follows:

- U.S. Postal Service to St. Petersburg College, PO BOX 13489, St. Petersburg, FL, 33733, Attention Nicole Delfino, or
- hand delivery to St. Petersburg College, 6021 142<sup>nd</sup> Avenue North, Clearwater, Florida 33760 **Attention Nicole Delfino**, or
- sent via commercial carrier to St. Petersburg College, 6021 142nd Avenue North, Clearwater, FL, 33760, Attention Nicole Delfino by the Offer submission deadline.

**NOTE: THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE WILL NOT OPEN ANY ENVELOPE SUBMITTED IN ASSOCIATION WITH THIS OFFER WHICH**

**IS NOT PROPERLY ADDRESSED TO "Board of Trustees of St. Petersburg College" and marked "SEALED OFFER - DISTRICT OFFICE OFFER. OFFERS MUST BE SUBMITTED ON A OFFER FORM AND INCLUDE A FULLY EXECUTED CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT ALONG WITH A 10% DEPOSIT.**

AMERICANS WITH DISABILITIES ACT REQUIREMENT

Any vendor or contractor submitting a Offer or proposal to the DEPARTMENT for providing commodities or contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any vendor or contractor which is providing commodities or contractual services, or possible subcontractor, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Offer/proposal documents or the attendance at any related meeting or Offer/proposal opening. If accommodations are needed because of a disability, please contact Randy Mills at phone number (727) 421-8789 or Mike Griffin at phone number 813-498-0232.

OFFER FORM

ST. PETERSBURG COLLEGE DISTRICT OFFICE AND LAND

OFFEROR hereby Offers the lump sum of \$ \_\_\_\_\_ for the purchase of the District Office Building and land described in the Contract for Sale and Purchase and Deposit Receipt. The lump sum entered above does not include closing costs and other costs of the sale as described in the Offer Conditions and paragraph 4.c of the Contract for Sale and Purchase and Deposit Receipt.

CERTIFICATION

I hereby certify that this Offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Offer for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Offer and certify that I am authorized to sign this Offer Form for the OFFEROR. I further certify that I have read and understand all the Offer specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

\_\_\_\_\_  
OFFEROR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
OFFEROR MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE (Print)

\_\_\_\_\_  
CITY                      STATE                      ZIP CODE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AREA CODE/TELEPHONE NUMBER

\_\_\_\_\_  
CORPORATION CHARTER NUMBER



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

DESCRIPTION

A PORTION OF THE SOUTH EIGHT (8) ACRES OF LOT 11, PINELLAS GROVES, IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE EAST 22 FEET OF THE SOUTH 215 FEET OF SAID LOT 11; AND

THE NORTH 310 FEET OF THE WEST 10 FEET OF THE SOUTH EIGHT (8) ACRES OF LOT 12, PINELLAS GROVES, IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 19, RUBIN ICOT CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 88, PAGES 79-85, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 19, S.00°26'47"E., 4.03 FEET; THENCE S.89°49'02"E., 10.00 FEET; THENCE S.00°26'47"E., 49.11 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID WEST LINE OF LOT 19, S.00°26'47"E., 260.91 FEET; THENCE N.89°49'02"W., 10.00 FEET; THENCE S.00°26'47"E., 524.14 FEET; THENCE N.89°49'02"W., 22.00 FEET; THENCE S.00°26'47"E., 190.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 142ND AVENUE (CR 124); THENCE ALONG SAID RIGHT-OF-WAY LINE BEING 40.00 FEET NORTH OF AND PARALLEL TO THE EAST-WEST CENTERLINE OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, N.89°49'02"W., 310.00 FEET; THENCE ALONG THE EAST BOUNDARY LINE OF SUNSHINE STATE INDUSTRIAL PARK AND ITS SOUTHERLY PROJECTION, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 75, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, N.00°27'55"W., 975.06 FEET; THENCE LEAVING SAID LINE, S.89°49'02"E., 342.32 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

LOT 1, BLOCK 1, TADIRAN SITE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 75 AND 76, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA CONTAINING 7.45 ACRES, MORE OR LESS.

BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE  
CONTRACT FOR SALE AND PURCHASE  
AND  
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SELLER and BUYER as follows:

SELLER: The Board of Trustees of St. Petersburg College  
("SPC")

ADDRESS: St. Petersburg College  
PO Box 13489  
St. Petersburg, Florida 33733

BUYER:  
Name(s): \_\_\_\_\_ (as it should appear on the deed)

Address: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of \_\_\_\_\_ Dollars (\$), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith \_\_\_\_\_ AND Dollars (\$) in the form of a certified or cashier's check or an irrevocable letter of credit from a financial institution as defined in Section 655.005,

Florida Statutes, made payable to the Board of Trustees of St. Petersburg College (representing ten percent (10%) of the total purchase price) as an earnest money deposit ("Deposit").

b. Balance: At closing, BUYER shall be required to pay the balance of the purchase price in the amount of Dollars (\$) by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to SELLER, made payable to the Board of Trustees of St. Petersburg College or SELLER'S designated closing agent.

c. Due Diligence Period: BUYER shall have the right, during the period commencing on the date hereof and expiring at 5:00 p.m. sixty (60) 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"). Notwithstanding any other provision herein, provided BUYER is diligently pursuing satisfaction of the Conditions, BUYER shall have the right to extend the Due Diligence Period for an additional thirty (30) days upon written notice to SELLER given on or prior to the expiration of the Due Diligence Period. BUYER shall have the right for any reason or no reason to terminate this Contract on notice to SELLER given within the Due Diligence Period, as extended. Upon such termination, the Deposit shall be returned to BUYER, and except as expressly provided herein, this Contract and all rights and obligations of the respective parties hereunder shall be null and void. If BUYER does not elect to terminate pursuant to this Section 2.c. within the Due Diligence Period, as extended, BUYER shall be deemed to have waived its right to terminate pursuant to this Section 2.c.

d. Right of Entry: After the date hereof and prior to the expiration of the Due Diligence Period, BUYER and its agents, contractors, employees and consultants shall have access to the Property for the purpose of inspecting the Property and undertaking tests and studies, provided (a) BUYER promptly repairs any damage to the Property caused by such entry, (b) BUYER restores the Property to the condition that existed prior to such entry, and (c) BUYER complies with all 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 BUYER exercises its Right of Entry pursuant to this section, or in the event that BUYER or its agents otherwise enter the Property for any reason whatsoever, BUYER agrees that such entry is entirely at BUYER's own risk, and BUYER shall have no claim for any damage or loss suffered while on the Property, or as a result of such entry.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following (i) approval by SELLER; and (ii) no later than thirty (30) days after the expiration of the Due Diligence Period, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before One hundred thirty-five (135) days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by SPC; provided that the Seller agrees to close no more than thirty (30) days after Buyer waives the Conditions in a writing delivered to SELLER.

b. Conveyance: At closing, SELLER will deliver to BUYER, (i) a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum located under the Property pursuant to Section 270.11, Florida Statutes., and (iii) any other customary document that may be reasonably required to consummate the contemplated transactions.

c. Additionally, SELLER may, at its option, leaseback all of or a portion of the property for a period of up to 9 months following Closing (the "Leaseback Period"). SELLER shall continue to pay all operating expenses for use of the property during the leaseback period. However, if BUYER occupies a portion or portions of the property during the leaseback period, then BUYER shall provide a credit to SELLER based on a per square foot basis related to the portion of the

property occupied by BUYER during the Leaseback Period. There shall be no additional rent charged to SELLER during the Leaseback Period. At SELLER election, SELLER may vacate and terminate the leaseback anytime during the 9-month period with 30 days written notice. BUYER and SELLER shall execute a mutually agreed upon lease prior to the Closing to memorialize the terms contained herein.

d. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. BUYER shall reimburse SPC at closing for any closing costs that are initially paid for by SPC. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the Board of Trustees of St. Petersburg College or an escrow agent designated by SPC at the time of closing. SELLER or BUYER may require that the closing be processed by and through a title insurance company or other closing agent, designated by BUYER, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes, special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits and encumbrances affecting the Property and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests, whether each of which is known or unknown, disclosed or undisclosed.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP, the applicable water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract. If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, SPC or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

18. 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.

19. 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 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 wavier 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.

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

21. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the BUYER or the SELLER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

22. 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 Pinellas County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state 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 HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

23. Joint Preparation: Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

24. Prior Agreements: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement



that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

25. Multiple Originals: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

26. Leases; Use: Seller confirms to Buyer:

- 1) There are no leases affecting the Property.

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

BOARD OF TRUSTEES OF ST.  
PETERSBURG COLLEGE

By: \_\_\_\_\_ (SEAL)  
TITLE: \_\_\_\_\_  
BOARD OF TRUSTEES OF ST.  
PETERSBURG COLLEGE

**Approved as to form and legal  
sufficiency, subject only to full and  
proper execution by the Parties.**

**Office of the General Counsel  
St. Petersburg College**

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

**Approved Date:**

"BUYER"

(If a corporation, Name of BUYER)

---

Signature of BUYER

---

Print/Type Name of BUYER

---

(If a corporation, title of person signing.) Affix corporate Seal if officer other than President is signing.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

DESCRIPTION

A PORTION OF THE SOUTH EIGHT (8) ACRES OF LOT 11, PINELLAS GROVES, IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE EAST 22 FEET OF THE SOUTH 215 FEET OF SAID LOT 11; AND

THE NORTH 310 FEET OF THE WEST 10 FEET OF THE SOUTH EIGHT (8) ACRES OF LOT 12, PINELLAS GROVES, IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 19, RUBIN ICOT CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 88, PAGES 79-85, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 19, S.00°26'47"E., 4.03 FEET; THENCE S.89°49'02"E., 10.00 FEET; THENCE S.00°26'47"E., 49.11 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID WEST LINE OF LOT 19, S.00°26'47"E., 260.91 FEET; THENCE N.89°49'02"W., 10.00 FEET; THENCE S.00°26'47"E., 524.14 FEET; THENCE N.89°49'02"W., 22.00 FEET; THENCE S.00°26'47"E., 190.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 142ND AVENUE (CR 124); THENCE ALONG SAID RIGHT-OF-WAY LINE BEING 40.00 FEET NORTH OF AND PARALLEL TO THE EAST-WEST CENTERLINE OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 EAST, N.89°49'02"W., 310.00 FEET; THENCE ALONG THE EAST BOUNDARY LINE OF SUNSHINE STATE INDUSTRIAL PARK AND ITS SOUTHERLY PROJECTION, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 75, PAGE 54 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, N.00°27'55"W., 975.06 FEET; THENCE LEAVING SAID LINE, S.89°49'02"E., 342.32 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

LOT 1, BLOCK 1, TADIRAN SITE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 75 AND 76, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA CONTAINING 7.45 ACRES, MORE OR LESS.