

Exhibit 3

ELAPP File No: 1990-114-EL  
SWF Parcel No: 11-709-158  
Project Name: Alafia North Prong P101-P107 (Mattaniah)  
Folio #s: 093121-0000, 093121-6000, 093123-0000,  
093337-0000, 093338-0000, 093338-6000, 093339-0000  
S.1 and 12, T.30S, R.22E

Instrument prepared by: Jarryd M. Dalfino

County Board Approval Date: \_\_\_\_\_  
John Muller, Director

Approved for County Legal Sufficiency by: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**

This Contract for Purchase and Sale (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **MATTANIAH LIMITED PARTNERSHIP**, a Florida limited partnership, hereinafter called “**Seller**”, having a mailing address of 2001 Gallagher Road, Dover, Florida 33527, and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, having a mailing address of P.O. Box 1110, Tampa, Florida 33601, and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, having a mailing address of 2379 Broad Street, Brooksville, Florida 34604, jointly and severally, together hereinafter called “**Buyer**”, or each Buyer may also be referred to in their individual capacities as “**Co-Buyer**.”

**WITNESSETH**

That for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to Seller and Buyer hereunder, and the sum of **TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00)** to be paid by Buyer within fifteen (15) business days following the Effective Date (defined in **Paragraph 4** below) to Buyer’s title insurance company selected in accordance with **Paragraph 9** below (the “Title Agent”), as a deposit (the “Deposit”) to apply toward the Purchase Price (defined in **Paragraph 2** below), it is mutually covenanted and agreed by Seller and Buyer as follows:

**1. PROPERTY:**

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the following described real property situated in Hillsborough County, Florida, consisting of approximately 629.12 acres, as generally depicted on **Exhibit “A”**, together with any permanent structures, improvements, and appurtenances situated thereon (collectively, the “Property”), for the price and upon such terms and conditions as hereinafter set forth. In the event the survey

purports a difference in the acreage, the purchase price shall be adjusted in accordance with **Paragraph 16** below based upon the actual acreage of the Property:

**See Exhibit “A” attached hereto and incorporated herein by reference.**

**2. PURCHASE PRICE:**

The full purchase price of the Property is **SIX MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$6,762,500.00)** (the “Purchase Price”), payable to Seller as follows:

<b>PURCHASE PRICE</b>	<b>\$6,762,500.00</b>
<b>DEPOSIT</b>	<b><u>-\$20,000.00</u></b>
<b>BALANCE PAID AT CLOSING</b>	<b>\$6,742,500.00</b>

Upon delivery of the deed, the balance shall be paid at closing by Seller through wire transfer or other immediately available funds, subject to the adjustments and prorations described herein. Seller acknowledges and agrees that the Purchase Price is full compensation for the Property acquired, improvements, severance damages and all other damages claimed by Seller, its heirs, successors, and assigns, now and in the future arising from this cause.

**3. CONVEYANCE:**

(a) Seller shall convey the Property to Buyer by Special Warranty Deed, free and clear of all liens and encumbrances, subject to the following exceptions (collectively the “Permitted Exceptions”).

- (1) Restrictions and easements of record accepted or waived by Buyer in accordance with **Paragraph 9**.
- (2) Taxes for the year of closing and subsequent years.

Any additional exceptions must be waived and acknowledged by Buyer as specified in **Paragraph 9**.

Furthermore, the Special Warranty Deed shall vest title in and to Hillsborough County and Southwest Florida Water Management District each as to a fifty percent (50%) interest as tenants in common.

(b) Buyer and Seller shall execute such additional documents as may be reasonably required by State law in connection with the conveyance of the Property or the issuance of an owner’s title insurance policy as referenced in **Paragraph 9** of this Contract, including closing statements, an affidavit verifying Seller’s possession of the Property and that no liens exist on the Property, and an affidavit concerning the “gap” between the closing date and the last title update.

- (c) At closing, Seller shall deliver exclusive possession of the Property to Buyer, as further set forth and described in **Paragraph 5**, subject, however, to the Lease (as hereinafter defined). Within 5 days after the expiration of the Due Diligence Period, Seller shall deliver to the tenant under the Lease notice of Seller's election to terminate the Lease on 30 days' notice.

**4. EFFECTIVE DATE:**

The effective date of this Contract shall be the date this Contract is fully executed by both Seller and Buyer (the "Effective Date").

**5. CLOSING:**

Subject to the curative periods provided in **Paragraphs 9 and 10**, as well as the satisfaction of other conditions of this Contract, Seller and Buyer shall close this sale not later than fifteen (15) days following the end of the Due Diligence Period, as set forth in **Paragraph 8** below. The time and place of closing shall be mutually agreed upon between the parties, but if no mutual agreement is reached, then closing shall occur, at County's sole selection, by either (i) mail-away, or (ii) at the County Center, located at 601 E. Kennedy Blvd., Tampa, Florida, at 10:00 a.m., in a conference room to be determined by County at least forty-eight (48) hours before closing. Notwithstanding the foregoing, the closing may be extended by the parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract, for a period not to exceed ninety (90) days.

Prior to closing, Seller will remove or dispose of any items, trash, and/or debris from the Property and shall leave all buildings and structures in broom-swept condition (to the extent applicable). Buyer shall have the right to conduct a walkthrough inspection of the Property within five (5) days prior to closing. At, or following, such walkthrough, if Buyer determines, in its sole and absolute discretion, that there are items, trash, and/or debris that need to be removed or disposed of, Buyer shall advise Seller of such matters. Seller shall then promptly cure such matters and provide notice to Buyer of such cure. Buyer shall then have the right to reinspect the Property following such notice. If there are still matters unresolved following Buyer's reinspection, closing may be extended until such time as Seller adequately cures the matters. Furthermore, and notwithstanding the foregoing, in the event any personal property, equipment, or materials are left on the Property, they will be deemed abandoned and Seller shall have no further right, title, or interest to them.

**6. COSTS:**

Seller shall pay the costs of (a) documentary stamps on the deed of conveyance; and (b) Seller's attorney's fees (if any). Buyer shall pay the costs of (a) title insurance; (b) the survey as set forth in **Paragraph 10**; (c) recording the deed of conveyance; (d) environmental and subsurface tests as set forth in **Paragraph 11**; and (e) Buyer's attorney's fees. Taxes, assessments, rents, and insurance premiums shall be prorated between Buyer and Seller as of 12:01 A.M. on the day of closing. Buyer has not engaged the services of any broker or realtor and shall not be responsible or liable for any commission fee or brokerage fee as a result of the sale of the Property. Seller agrees to pay any commission fee or brokerage fee and be liable to any realtor or broker for any commission fee or brokerage fee as a result of the sale of the Property.

## 7. REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller hereby covenants, represents, and warrants, now and through the date of closing that any change in the accuracy of the following covenants, representations, and warranties between the Effective Date and the closing that were not caused by the actions, or failure to act, of Seller shall not constitute a default, but shall entitle Buyer to its rights as set forth in **Paragraph 13** below:

- (a) Seller is or will be the fee simple owner of the Property as of the date of closing, and has not conveyed, transferred or further encumbered its interest in the Property, and at closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions.
- (b) That 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 Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof.
- (d) That 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 there are no leasehold interests in the Property, other than a cattle grazing lease that is terminable on 30 days' notice (the "Lease").
- (f) That Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, service, management, maintenance, or similar contracts, or modify, amend, or renew any such existing agreements or contracts which will extend beyond the closing date without the prior written consent of Buyer.
- (g) That Seller shall keep all existing fire and extended coverage and other insurance policies insuring the Property against property damage in full force and effect pending the closing.
- (h) Except as may reflected in the materials delivered to Buyer in accordance with **Paragraph 12** below and/or in the title insurance commitment to be delivered to Buyer by the Title Agent, Seller has no knowledge of any recorded or unrecorded covenants, conditions or restrictions affecting the title to the Property which would hinder, impair, restrict, or preclude the use of the Property for Public purposes.
- (i) That during the time of Seller's ownership of the Property, Seller warrants that, to 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, except for pesticides and other similar substances utilized in the ordinary course of Seller's farming operation which have been used, transported, stored, and disposed of in accordance with applicable laws and regulations.

(j) That Seller has no knowledge of any buried, partially buried, or above ground tanks, storage vessels, drums or containers located on, in or under the Property.

(k) That the Property is not the homestead of Seller, and that Seller will execute the necessary affidavit as required by the title insurance company to affirm this fact.

(l) That, to the knowledge of Seller, the Property has not now, or ever have been, used as a burial site or cemetery

(m) That, to Seller's knowledge, the Property does not contain any latent defects that may materially affect the value of, or the buyer's ability to use, the Property, unless so otherwise disclosed by Seller to Buyer in writing prior to closing. This subsection (m) shall survive closing.

#### **8. DUE DILIGENCE PERIOD:**

The time period commencing on the Effective Date and continuing for a period of One hundred eighty (180) days shall be referred to as the "Due Diligence Period". If at any time during the Due Diligence Period Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's purpose for any reason, Buyer may terminate this Contract by written notice given to Seller on or before the last day of the Due Diligence Period. Upon termination by Buyer under this **Paragraph 8**, the Deposit shall be promptly returned to Buyer and thereupon this Contract shall be null and void, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination.

Notwithstanding the foregoing, in the event Buyer terminates this Contract or fails to close, other than in the event of a Seller default, Buyer shall, within ten (10) days thereafter, provide Seller with copies of all tests, results, studies, drawings, surveys, plats, maps, construction documents, permits and all reports of investigations or analysis of the Property conducted by Buyer or Buyer's Agents (as hereinafter defined) conducted with respect to the Property, except any confidential materials of Buyer ("Buyer's Due Diligence Materials").

#### **9. TITLE AGENT AND TITLE INSURANCE:**

(a) Buyer will notify Seller of the Title Agent selected by Buyer and provide proof of payment of the Deposit to the Title Agent within five (5) calendar days of the Deposit being paid.

(b) Buyer, at its sole cost and expense, may cause to be delivered at closing an owner's title insurance policy on the Property for the full amount of the Purchase Price issued by a title insurance company and underwriter selected by Buyer, with only the Permitted Exceptions. During the Due Diligence Period, Buyer shall cause to be prepared and delivered to Buyer an owner's title insurance commitment. In the event that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions

or encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller no later than ten (10) days following the end of the Due Diligence Period, and Seller shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of Buyer (or the title insurance company) within one hundred twenty (120) days after receipt of notice. Upon Seller's failure to cure any such defects in title, or the election not to do so, within the time period set forth above, Buyer shall have the option to either: (a) terminate this Contract and all rights and liabilities hereunder; or (b) accept such title as Seller can convey and proceed with the closing as if no defect had been found. Notice of Buyer's election shall be provided to Seller within thirty (30) days from receipt by Buyer of Seller's notice of curing (or election not to cure), or from the end of the one hundred twenty (120) day cure period, whichever occurs earlier. If Buyer elects to close this transaction, then the closing shall occur within fifteen (15) days from the date that said notice is given. If Buyer elects to terminate this Contract, the Deposit paid by Buyer shall be returned to Buyer immediately upon demand, and thereupon all rights and liabilities under this Contract shall terminate.

**10. SURVEY:**

During the Due Diligence Period, Buyer may obtain a survey of the Property by a professional surveyor registered as such with 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 Seller, Buyer, Escrow Agent, title insurance underwriter, and such other parties as Buyer may designate.
- (f) Show all dedicated and maintained public streets providing access to the Property and whether or not 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 Commitment.

If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property (regardless of whether such defect(s) were known to Buyer prior to the Effective Date of this Contract), and provided that Buyer has not previously terminated this Contract during the Due Diligence Period pursuant to **Paragraph 8** herein, then Buyer shall notify Seller within the same time periods as set forth in **Paragraph 9** for objections to title matters, and the same shall be treated as a title defect and handled in accordance with **Paragraph 9**.

#### **11. SITE RESEARCH, ENVIRONMENTAL AND SUBSURFACE TESTING:**

During the Due Diligence Period, Buyer and its agents shall have the right to enter the Property, upon reasonable notice to Seller, from time to time, and to perform any and all inspections, investigations, tests, analyses, surveys, and audits as Buyer desires to determine the environmental condition of the Property site issues or limitations (collectively the "Tests"). In the event the Tests indicate that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, or site problems or requirements, or similar conditions which are unacceptable to Buyer (and regardless of whether such condition(s) was known to Buyer prior to the Effective Date of this Contract), and provided that Buyer has not previously terminated this Contract during the Due Diligence Period pursuant to **Paragraph 8** herein, then Buyer shall notify Seller and may terminate this Contract no later than the end of the Due Diligence Period. Buyer agrees not to hinder or disturb the ongoing operations being conducted by Seller on the Property, and further agrees to repair and restore any physical damage caused by such Tests. Buyer shall, to the extent allowed by law and subject to Section 768.28, Florida Statutes, indemnify, defend, and hold Seller harmless from and against any claim, cost, charge, or expense arising from or resulting from such entry onto the Property and such Tests, which indemnification shall survive the closing or the termination of this Contract, as applicable.

#### **12. REPORTS AND DOCUMENTS:**

Within ten (10) days after the Effective Date of this Contract, Seller will provide to Buyer copies of all written reports in Seller's possession pertaining to the Property relating to the environmental condition of the Property; all plans, permits, maps and approvals; any and all boundary surveys; and any existing title policy or commitment together with hard copies of any and all exceptions. Buyer hereby acknowledges that the reports may have been prepared by third parties and are provided to Buyer without representation or warranty of any kind, it being understood that Buyer shall be solely responsible for conducting such inspections as it deems reasonably appropriate regarding the Property.

#### **13. CONDITIONS TO CLOSING:**

Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all of the following conditions by the date of closing, and if such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller, or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied. If Buyer elects to terminate this Contract, the Deposit paid by Buyer shall be returned to Buyer immediately upon demand, and thereupon all rights and liabilities under this Contract shall terminate.

(a) All representations and warranties of Seller as of the Effective Date, as contained in **Paragraph 7** of this Contract, shall be and remain true and correct at closing in all material respects.

(b) There shall have been no loss or destruction of or damage to the Property which shall not have been repaired or restored by Seller prior to the date of closing, and there shall have been no adverse change in the condition of the Property from the Effective Date to the date of closing, reasonable wear and tear excepted.

(c) At closing, Seller shall transfer good and marketable title to the Property free and clear of all liens and encumbrances of every kind, nature, and description, except for the Permitted Exceptions. Buyer's title insurer shall issue a marked-up title insurance commitment at closing deleting all standard exceptions and will thereafter issue a final title insurance policy as soon as practicable.

(d) That Buyer has legal access, which is acceptable to Buyer pursuant to **Paragraph 18**.

#### **14. EFFECTS OF DEFAULT:**

Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Purchaser to perform the duties and obligations imposed upon it pursuant to this Contract and 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 no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to Seller other than as provided in this paragraph, or which expressly survive the termination of this Contract, and Seller agrees to accept and take such Deposit as Seller's total damages and relief hereunder in such event. If Buyer is not in default pursuant to any terms of this Contract and Seller, for any reason, fails to perform any of the covenants, conditions, or warranties of this Contract, Buyer shall at its option (a) waive the nonperformance and proceed with closing; (b) be entitled to the immediate return of the Deposit and terminate this Contract; or (c) have the remedy of specific performance of this Contract.

#### **15. AVAILABILITY OF FUNDING:**

The obligations of Buyer under this Contract are subject to the availability of funds which are lawfully appropriated and approved for its purposes for public environmental lands, buildings and facilities by their respective governing bodies and/or the availability of funds through contract or grant programs. In the event that such funds are not appropriated prior to the end of the Due Diligence Period, Buyer shall have the unilateral option of terminating this Contract and all covenants and obligations hereunder by providing immediate written notice to Seller.

Notwithstanding the foregoing, Buyer may unilaterally elect to terminate this Contract at any time prior to the scheduled closing in the event previously appropriated or available funds have been terminated, withdrawn, or revoked. In the event of Hillsborough County's termination pursuant to this **Paragraph 15**, the Deposit paid by Buyer shall be immediately returned to Buyer



upon demand, and thereupon all rights and liabilities of the parties arising under this Contract shall terminate, except with respect to those provisions hereof which expressly survive termination.

**16. ACREAGE ADJUSTMENT:**

The Purchase Price is based upon the Property containing 629.12 acres. The Purchase Price will be adjusted (up or down) based on the following:

- (a) Seller and Buyer acknowledge and affirm that the Purchase Price is **SIX MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$6,762,500.00)** and will be adjusted on a multiple of **TEN THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND 14/100 CENTS (\$10,749.14)** per gross acre on a prorated basis for any variation of the gross acreage, as provided herein.
- (b) Within fifteen (15) days from the receipt of the final, signed and sealed survey, Buyer will provide Seller with an electronic copy of the survey and the calculations for the adjustment to the allocated Purchase Price. Notwithstanding anything to the contrary as set forth in this Contract, if there is more than a three (3) acre increase or decrease from the aforementioned acreage Buyer reserves the right to terminate this Contract within thirty (30) days of the receipt of the final survey.

If Buyer fails to exercise the option to terminate within such 30-day time period, it will be deemed that Buyer has waived its respective right to terminate the Contract pursuant to this **Paragraph 16**. The Seller and Buyer acknowledge that, if needed, the Closing will be extended to ten working days after the end of the 30-day time period. If the option to terminate is timely exercised, then the Deposit with accrued interest, if any, shall be returned to Buyer, and thereupon all rights and liabilities of the parties under this Contract shall terminate except for provisions of this Contract that expressly survive termination, and neither party shall be entitled to any damages as a result of such termination.

**17. MISCELLANEOUS:**

- (a) Governing Law:  
This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- (b) Binding Effect:  
This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession.
- (c) Entire Contract:  
This Contract and the Exhibits hereto contain the final and entire agreement between the parties with respect to the sale and purchase of the Property and is intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Buyer and 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 Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

(d) Multiple Counterparts:

This Contract may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Seller and Buyer shall bind Seller and Buyer as if they had each executed the same counterpart.

(e) Severability:

If any one or more of the provisions of this Contract 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 Contract, 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.

(f) Survivability:

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to termination.

(g) Headings:

The paragraph headings used in this Contract are for convenience only and are not intended to imply or restrict application.

(h) Authorization:

*Generally.* Each party represents to the other that such party has authority under all applicable laws to enter into a contract containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each party are authorized and empowered to execute said Contract.

*Specific Buyer Authorization.* On behalf of Hillsborough County, Hillsborough County's Director of Conservation and Environmental Lands Management Department ("Director"), or his/her designee, is hereby authorized to approve and execute extensions of any time period permitted by this Contract (subject to the limitations in subparagraph (q) below) and is further authorized to sign affidavits, the closing statement, and to perform all necessary tasks as required for closing. Notwithstanding the foregoing, it is specifically intended that Director's authority under this **Paragraph** shall be binding upon Hillsborough County only, in its role as Co-Buyer, and does not imply or infer authority to bind the Southwest Florida Water Management District for the same.

(i) No Waiver:

No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein.

(j) Notice:

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 Contract, 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, electronic mail transmission with confirmation (followed promptly by personal service or regular mailing of a hard copy), at the addresses set forth below:

If to Buyer: Hillsborough County  
Conservation and Environmental Lands Management  
Department  
P. O. Box 1110  
Tampa, Florida 33601  
Attention: Forest Turbiville, Director  
Email: TurbivilleJ@hcfl.gov  
Phone: (813) 393-7741

AND

If to District: Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34609-0899  
Attention: Land Resources Department  
Email: ellen.morrison@swfwmd.state.fl.us  
Phone: [352-415-3899]

With a copy to: Hillsborough County  
Office of the County Attorney  
601 E. Kennedy Boulevard, 26<sup>th</sup> Floor  
Tampa, Florida 33602  
Attention: Todd Sobel  
Email: SobelT@hcfl.gov  
Phone: (813) 307-3105

If to Seller: Mattaniah Limited Partnership  
Attention: Stephen Jaeb  
Post Office Box 428  
Mango, Florida 33550-0428  
  
Email: [sljaeb@hotmail.com](mailto:sljaeb@hotmail.com)

With a copy to: Reed Fischbach

Fischbach Land Company, LLC  
917 South Parsons Avenue  
Brandon, Florida 33511

Email: Reed@fischbachlandcompany.com

With a copy to:

Charles H. Carver  
McNamara & Carver, P.A.  
2906 Bay to Bay Blvd., Suite 200  
Tampa, Florida 33639  
Email: ccarver@mccarv.com

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 transmission shall be deemed delivered the day of transmission, or (iv) via certified mail shall be deemed delivered one day after date of mailing.

(k) Radon:

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

(l) Assignment:

This Contract and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party.

(m) Time of the Essence:

Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the closing date) falls on a Saturday, Sunday, or legal holiday on which banks in the State of Florida or the United States of America are closed for business, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days unless otherwise specified.

(n) Addendum:

Any addendum attached hereto that is signed by the parties shall be deemed a part of this Contract.

(o) Electronic Signature:

The parties agree that this Contract may be executed by Buyer by electronic signature in a manner that complies with Chapter 668, Florida Statutes. Notwithstanding

and additionally, Hillsborough County, as Co-Buyer, may execute this Contract by electronic signature as approved by the Hillsborough County Board of County Commissioner Resolution R15-025 on February 4, 2015.

(p) Modification/Revision of Legal Description:

The legal description attached hereto as **Exhibit "A"** may be subject to modification by mutual agreement of the parties upon receipt of the survey and/or title commitment each as contemplated to be obtained pursuant to this Contract.

(q) Hillsborough County Signature Authority for Amendments for Extension of Time:

i. Director, or his/her designee, on behalf of Hillsborough County, as Co-Buyer, is hereby authorized to execute amendments of this Contract for the purposes of extending (i) the Due Diligence Period, or (ii) the closing date, each for a period to not exceed thirty (30) days. However, as contemplated in this paragraph, Director, as so authorized hereunder, may extend either the Due Diligence Period or closing date no more than one (1) time each; provided, however, an extension of the Due Diligence Period in accordance with Section 18 below shall not be deemed an extension for purposes of the limitations in this sentence.

ii. Notwithstanding the foregoing, in the event there are substantive and material matters identified during the Due Diligence Period, whether or not such matters were known prior to the Effective Date of this Contract, which necessitate an amendment of this Contract, Director, or his/her designee, is authorized to execute an amendment extending any applicable timeframes of this Contract for a sufficient and reasonable period of time which allows for staff of each of the Buyers to prepare and present a subsequent amendment(s) to each of their respective governing bodies for consideration and approval which contemplates the substantive and material matters.

## **18. ACCESS EASEMENT:**

As of the date of this Contract, the Property (i) does not appear to abut a public right-of-way, and (ii) does not have a legal right of ingress, egress, and access over and across those certain portions of Carey Road which are privately maintained. Therefore, the Parties specifically acknowledge and agree that it shall be an additional condition to the closing that Seller provide Buyer with a legally sufficient access easement or other right of ingress, egress, and access over and across those certain portions of Carey Road which are privately maintained. The aforementioned easement is specifically intended to connect the Property with the publicly maintained portions of Carey Road, thereby establishing a right of legal access to public right-of-way for the Property.

In the event Seller fails to obtain and provide an access easement to Buyer prior to the expiration of the Due Diligence Period, but Seller has (i) made good faith attempts at securing the easement and (ii) has made substantial and material progress in securing the easement, then in such instance, upon written notice from Seller, the Due Diligence Period shall be extended for a period of ninety (90) days to provide Seller with additional time to secure the easement (the "Easement Due Diligence Period Extension"). The Easement Due Diligence Period Extension shall be effective on the date such notice is provided by Seller

to Buyer and shall be documented by an amendment to the Contract between Seller and Buyer, which may be executed by the Director on behalf of Buyer. In the event Seller is unable to secure the easement within the Easement Due Diligence Period Extension timeframe, (a) Seller shall not be deemed in default of this Contract, and (b) Buyer shall have the option to terminate the Contract, or alternatively to negotiate an additional amendment to the Contract in accordance with **Paragraph 17(q)(ii)**. The parties understand and agree that the access easement as contemplated in this paragraph is a substantial and material title matter and is a condition precedent to closing.

[SIGNATURES ON FOLLOWING PAGE]  
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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract as of the date and year first above written.

**ATTEST:**

**CINDY STUART  
CLERK OF THE CIRCUIT COURT**

**"BUYER"**

**HILLSBOROUGH COUNTY,  
a political subdivision of  
the State of Florida**

BY: \_\_\_\_\_  
**DEPUTY CLERK**

BY: \_\_\_\_\_  
**CHAIR**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Todd Sobel  
Assistant County Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**ATTEST:**

**PAUL JACK BISPHAM  
SECRETARY**

BY: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

Chris Tumminia  
General Counsel

**"BUYER"**

**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation of the State of Florida**

BY: \_\_\_\_\_

JOHN R. MITTEN, VICE CHAIR

DATE: \_\_\_\_\_



Signed, sealed, and delivered

in the presence of:

**“SELLER”  
MATTANIAH LIMITED  
PARTNERSHIP, a Florida limited  
partnership**

By: Mattaniah, Inc., a Florida  
Corporation

Its: General Partner

By: \_\_\_\_\_  
Stephen Jaeb, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by Stephen Jaeb, as President of Mattaniah, Inc., a Florida corporation, as General Partner of Mattaniah Limited Partnership, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

(SEAL)

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

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

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

**EXHIBIT "A"**

**Legal Description**

The land referred to herein below is situated in the County of Hillsborough, State of Florida and is described as follows:

The East 1/2 of Section 1, Township 30 South, Range 22 East, LESS the South 1/8 of the Southwest 1/4 of the Southeast 1/4, and the South 3/4 of the West 1/2. (P101, P102, P103)

**ALSO**

The West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 30 South, Range 22 East. (P105, P106)

**AND**

NW 1/4 of SE 1/4 of NW 1/4 and N 1/2 of S 1/2 of SE 1/4 of NW 1/4 and; SW 1/4 of NW 1/4, Less S 1/4; all located in Section 12, Township 30 South, Range 22 East, Hillsborough County, Florida. (P104 and P107)

Exact legal description subject to survey

END OF LEGAL DESCRIPTION

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