



EXHIBIT "I"

OFFICE OF THE PRESIDENT

Item 8.2

PRESENT TO BOARD: OCTOBER 23, 2024

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: LAKE PLACID CENTER BUILDINGS 200-500

Over the course of the past 18 months, the College has been engaged in a dialog with Grace Bible Church (GBC) of Highlands County regarding their interest in purchasing a portion of the College's campus in Lake Placid. In particular, GBC is interested in buildings 200 – 500 with the express interest in renovating the Gymnasium (building 400) into a meeting space for their use. The College has assessed its space needs in the Lake Placid community and determined that its need can be met within the footprint of building 100.

GBC has proposed a sale price of \$200,000 with a 120-day inspection period. In addition, the College has requested separate operating agreements between the College and GBC regarding the cross utilization of parking facilities, cooperative use of any signage or monument sign on the property, and an agreement on the use and maintenance of the lift station on the property.

Based on the recommendation of staff I recommend that the Board Chair and the President to execute a purchase and sale agreement with Grace Bible Church of Highlands County.

SUGGESTED MOTION:

Move to authorize the Board Chair and President to execute a purchase and sale agreement with Grace Bible Church of Highlands County along with such other documents as may be necessary to close the transaction.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into by and between **DISTRICT BOARD OF TRUSTEES OF SOUTH FLORIDA STATE COLLEGE** (“**Seller**”) and **GRACE BIBLE CHURCH OF HIGHLANDS COUNTY, INC.**, a Florida not for profit corporation (“**Buyer**”) effective as of the date on which it is fully executed by the last of Seller or Buyer (the “**Effective Date**”).

BACKGROUND:

A. Seller is the owner of approximately 2.65 m.o.l. acres of real property located in Highlands County, Florida, consisting of portions of Parcel IDs: P-31-36-30-A00-0350-0000 and P-31-36-30-07A-0110-0040 which is depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**Land**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Land all in accordance with the terms and conditions contained in this Agreement.

ARTICLE 1

AGREEMENT OF PURCHASE AND SALE

1.1 Property. Subject to all of the terms and conditions of this Agreement, Seller will sell the Land to Buyer and Buyer will purchase it from Seller, together with all improvements, if any, located thereon, and all of Seller’s right, title and interest, if any, in and to easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits, belonging to Seller, if any, that are solely related or appurtenant, to the Land (collectively, with the Land, the “**Property**”). The Property shall also include all right, title, and interest, if any, of Seller in and to any land lying in the bed of any public street, road, highway, or avenue, open or proposed, in front of or adjoining all or any part of the Land, any and all strips, gores or right of way, riparian rights and easements.

1.2 Intangible Property. At Closing (as hereinafter defined), Seller shall assign to Buyer, but solely to the extent assignable without the consent or approval of any third parties, all of Seller’s right, title and interest, if any, in and to all permits, governmental approvals, density rights, entitlements, licenses and building permits, and all other intangible rights of Seller which pertain solely to the Property, but not otherwise (collectively, the “**Intangible Rights**”). For avoidance of doubt, Buyer agrees and acknowledges that Seller shall retain all right, title, and interest of Seller in and to the Intangible Rights to the extent same do not relate solely to the Land. Buyer agrees and acknowledges that Intangible Rights expressly exclude any prepaid or credits for concurrency rights relating to transportation, parks, schools, fire, police, or other public services for which any governmental agency may charge fees.

ARTICLE 2

PURCHASE PRICE AND DEPOSIT

2.1 Purchase Price. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for an amount equal to TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) ("**Purchase Price**"). At the Closing (as hereinafter defined), Buyer will pay to Seller, by wire transfer of immediately available funds, the Purchase Price, less a credit for the Deposit (as hereinafter defined) which shall be delivered to Seller at Closing, and as otherwise adjusted for prorations and adjustments as set forth in this Agreement.

2.2 Deposit. No later than the fifth (5th) business day following the Effective Date, Buyer shall deposit the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "**Deposit**") with GrayRobinson, P.A. ("**Escrow Agent**") via wire transfer of immediately available funds. Following the expiration of the Inspection Period (as hereinafter defined), the Deposit shall be fully non-refundable to Buyer, except in the event of a Seller default or otherwise pursuant to an express provision of this Agreement which entitles Buyer to a return of the Deposit. The disposition of the Deposit shall be in accordance with the terms and conditions of this Agreement. In the event Buyer fails to deliver the Deposit when due, Seller shall be permitted to terminate this Agreement prior to the time Buyer delivers the Deposit, whereupon this Agreement shall terminate and the parties shall be relieved of any further obligations hereunder, except with respect to such matters which expressly survive such termination.

Seller hereby acknowledges that Buyer, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses and that such efforts and expenses of Buyer shall also constitute good, valuable, and sufficient independent consideration for this Agreement.

2.3 Duties of Escrow Agent. Escrow Agent agrees to hold, keep, and deliver all sums delivered to it in a non-interest-bearing escrow account in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement between Seller and Buyer resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Buyer, and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Escrow Agent shall have a period not exceeding three (3) business days after receipt by Escrow Agent of any notice or request to perform any act or disburse any portion of the monies held in Escrow Agent under the terms of this Agreement. Further,

Escrow Agent shall have the right at all times to pay all sums held by it (i) to the appropriate party under the terms hereof, or (ii) into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

Seller and Buyer jointly and severally agree to indemnify and hold harmless said Escrow Agent from any and all costs, damages and expenses, including reasonable attorneys' fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement; provided, however, this indemnity shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.

Seller and Buyer acknowledge that the Escrow Agent represents Seller in this transaction and agree that Escrow Agent may continue to represent Seller in this transaction or in connection with any litigation or other dispute arising in connection with this transaction.

ARTICLE 3

DELIVERY OF ITEMS

3.1 Items to be Delivered. Within five (5) business days after the Effective Date, Seller shall provide Buyer with such information relating to the Property as may be in Seller's possession, including but not limited to copies of leases, (if any), title insurance policies, surveys, topographical maps, soil borings reports, traffic studies, agreements, environmental reports, permits, contracts, project approvals, and property tax bills affecting the Property. In addition, Seller shall deliver to Buyer any additional information with respect to the Property within five (5) business days of Seller's receipt thereof. All such information set forth in the preceding two sentences is hereinafter referred to as the "**Seller Documents**". Notwithstanding anything set forth in this Section 3.1, in no event shall Seller's failure to provide any Seller Documents be deemed to be an event of default by Seller and Buyer's sole remedy with respect to Seller's failure to deliver any such materials shall be to elect to terminate this Agreement on or before the expiration of the Inspection Period and receive a refund of the Deposit, following which the parties shall be relieved of any further obligations hereunder, except with respect to those which expressly survive such termination. In no event shall Seller be obligated to deliver any materials which Seller reasonably determines contains confidential or proprietary information of Seller. Buyer agrees and acknowledges that any and all documents and information provided by Seller are provided without representation or warranty as to the truth or accuracy of such documents and information.

ARTICLE 4

SURVEY AND TITLE REVIEW

4.1 Survey. Within forty-five (45) days after the Effective Date of this Agreement, Buyer, at its expense, shall obtain a survey of the Property (the "**Survey**") prepared by registered surveyor of the State of Florida and meeting the Minimum Technical Standards for Land Surveying in the State of Florida established and adopted by the Department of Professional Regulation, Board of Land Surveyors, Chapter 21 HH-6 F.A.C. as amended or ALTA standard, as selected by Buyer. The Survey shall be certified to Seller, Buyer, Title Agent, and the Title Company (as hereinafter defined). The Survey to be provided by Buyer shall create metes and

bounds legal description and this description shall be agreed upon by Buyer and Seller during the Inspection Period. Prior to Closing, Buyer, at its expense, may have the Survey updated.

4.2 Title Commitment. Within thirty (30) days after the Effective Date of this Agreement, Seller, at Seller's expense, shall obtain a current commitment (the "**Title Commitment**") for the issuance of an owner's policy of title insurance to Buyer from Old Republic Title Insurance Company (the "**Title Company**"), through Gray Robinson, P.A. as Title Agent, including true, correct and legible copies of all instruments referred to in the Title Commitment as conditions or exceptions to title to the Property. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions of such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear on any owner's title policy, if issued.

4.3 Title Review Period. Buyer shall have a period of ten (10) days from the date on which it receives the last of the Title Commitment and the Survey in which to review the state of Seller's title to the Property (the "**Title Review Period**"). If the Survey or Title Commitment reflects or discloses any defect, exception, or other matter affecting the Property ("**Title Defects**") that are unacceptable to Buyer for any reason whatsoever in Buyer's sole discretion, then prior to the expiration of the Title Review Period, Buyer shall provide Seller with written notice of its objections ("**Title Objection Notice**") within said ten days. If Buyer fails to provide the Title Objection Notice to Seller within the Title Review Period, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Survey and Title Commitment. Seller shall notify Buyer within five (5) business days after the date of the Title Objection Notice as to whether it elects to remove or cure any Title Defects (the "**Response Notice**"). Seller's failure to deliver the Response Notice to Buyer within the Response Period shall be conclusively deemed to constitute an election by Seller not to attempt to cure any of the Title Defects. If Seller elects to remove or cure any Title Defects, Seller shall have a period of sixty (60) days after the date of the Title Objection Notice (the "**Cure Period**") to remove or cure any Title Defects to the satisfaction of Buyer and the Closing Date shall be extended accordingly. If Seller cannot cure any or all of the Title Defects within the Cure Period, Seller shall notify Buyer, prior to the expiration of the Cure Period, of its failure to cure such Title Defects. If Seller notifies Buyer that it elects not to cure any Title Defects or if Seller notifies Buyer that it did not cure any and all Title Defects within the Cure Period, Buyer may, within five (5) business days after receipt of such notice from Seller, either: (i) terminate this Agreement by notice to Seller; or (ii) elect in writing to waive any Title Defect. If Buyer fails to terminate the Agreement within such five (5) business day period, then any Title Defects that Seller has failed to cure, or which Seller has indicated will not be cured by Closing and which are set forth on the Title Commitment or Survey, or both, shall be deemed waived by Buyer. If Buyer shall fail to notify Seller in writing of any objections to the state of Seller's title to the Property as shown by the Title Commitment or Survey, or both, or if Buyer elects to waive all or any of the Title Defects, or is deemed to have waived all or any of the Title Defects, then any exceptions to Seller's title which have not been objected to by Buyer or which have been objected to and waived, or deemed waived, by Buyer and which are shown on the Title Commitment or Survey, or both, shall be considered to be "**Permitted Exceptions.**" For avoidance of doubt, Seller's failure to cure any title objections which Seller has elected to cure shall not be deemed an event of default by Seller. At least five (5) days prior to Closing, Seller shall cause the Title Commitment to be updated.

ARTICLE 5

INSPECTION PERIOD

5.1 Inspection Period. Commencing on the Effective Date and ending at 4:00 PM (Eastern Time) on the date which is one hundred twenty (120) days thereafter (the “**Inspection Period**”), Buyer shall have the right in which to determine if the Property is acceptable to Buyer, in its sole and absolute discretion. Buyer shall be entitled to cancel this Agreement or any reason, or no reason, in Buyer’s sole discretion by providing written notice of cancellation to Seller no later than the expiration of the Inspection Period, whereupon the Deposit shall be paid by Escrow Agent to Buyer. Upon termination of this Agreement and the payment of the Deposit to Buyer, neither Seller nor Buyer shall have any continuing obligations under this Agreement, except those provisions that survive termination. In the event Buyer fails to terminate this Agreement on or before the expiration of the Inspection Period, then Buyer shall be deemed to have elected to proceed with this Agreement and to be satisfied with its inspections.

During the Inspection Period, Buyer shall be entitled to inspect the condition of the Property, to conduct examinations of the Property, and to review such others matters as Buyer deems necessary, including, without limitation, physical inspections of the Property, to include inspections for asbestos and other toxic/hazmat materials, appraisals of the Property, and environmental and engineering inspections of the Property; provided, however, that prior to the performance of any invasive environmental testing (except normal and customary geotechnical investigations, percolation tests, and soil borings tests), the proposed scope of work and the party who will perform the work shall be subject of Seller’s review, comment and approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Seller hereby grants to Buyer and its agents, servants, employees, contractors and representatives, a right of entry upon every portion of the Property from time to time at all reasonable times upon no less than twenty-four (24) hours’ notice to Seller, which notice may be provided via electronic mail to the attention of Peter Elliott (Peter.Elliott@southflorida.edu) for the purpose of inspecting the Property. The right of Buyer, or Buyer’s agents, to access the Property shall be contingent upon Buyer or Buyer’s agents, as applicable, providing evidence of general liability insurance having coverage limits of not less than Two Million Dollars (\$2,000,000) and naming Seller as an additional insured. Seller shall be permitted to have a representative present at all inspections conducted by Buyer at the Property.

5.2 Indemnification. Buyer shall indemnify Seller from any loss, cost, expense, or damage actually incurred by Seller as a result of Buyer and/or any of Buyer’s agents, servants, employees, consultants, or contractors in connection with Buyer’s inspection rights set forth in this Article 5. The indemnification provided herein shall survive any termination or closing under this Agreement; provided, however, Buyer shall have no indemnification obligation or other liability for, or in connection with, any claims arising from (i) conditions existing on, or under, the Land prior to the Effective Date of this Agreement except to the extent exacerbated by Buyer, or (ii) the presence, discovery, or disturbance of Hazardous Substances, except to the extent exacerbated by Buyer. For the purposes of this Agreement, the term “**Hazardous Substances**” shall have the definition set forth in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.’9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. ’1251 et seq. and the regulations promulgated thereunder (as amended from time to time),

the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq., and any similar laws enacted in effect, each as amended from time to time and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by Congress or the EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance.

5.3 Hold Harmless. Buyer shall timely pay for and hold Seller harmless from liability for all tests, services, inspections, audits, and examinations performed on Buyer's behalf under this Article 5 so that the Property does not become subject to any liens. Buyer has no authority or right to create liens upon the Property. If such a lien occurs, Buyer shall remove same by a statutory permitted bond or otherwise within ten (10) business days after receipt of notice from Seller. This provision shall survive any termination of this Agreement.

5.4 Lift Station. The Property includes a lift station ("**Lift Station**") and Seller and Buyer agree and acknowledge that both parties will share use of the Lift Station; provided, however, that at such time as Buyer commences construction of its intended improvements on the Property and completes construction of a new lift station, Buyer shall no longer share use of the current Lift Station. Prior to the expiration of the Inspection Period, Buyer and Seller will agree to the form of an agreement to set forth the use and maintenance of the Lift Station (the "**Lift Station Agreement**").

5.5 Parking. The Property includes parking to serve the buildings located thereon. After Closing, Seller shall continue to share use of the parking lot. Prior to the expiration of the Inspection Period, Buyer and Seller will agree to the form of an agreement to set forth the shared use and maintenance of the parking (the "**Parking Agreement**").

5.6 Signage. Prior to the expiration of the Inspection Period, Buyer and Seller will agree on the relocation of any signage or monument sign on the Property, if necessary, and the parties will cooperate with each other to effectuate same before Closing.

ARTICLE 6

CONDEMNATION AND RISK OF LOSS PRIOR TO CLOSING

6.1 Condemnation. If, prior to the Closing, part or all of the Property shall be taken (or following such taking is threatened) by a governmental authority or other authority under its power of eminent domain, Seller shall give notice thereof to Buyer and Buyer shall have the following options to be exercised by notice given to Seller not later than thirty (30) days after Buyer receives written notice from Seller of such actual or threatened taking:

(a) to take title to the Property at the Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid before the Closing); or

(b) to terminate this Agreement, whereupon the Deposit shall be paid to Buyer, and thereafter neither Seller nor Buyer shall have any continuing obligation one unto the other.

ARTICLE 7

REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF SELLER

7.1 Representations and Warranties. Seller represents and warrants that Seller has no knowledge of (i) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (ii) current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the Property, (iii) unsatisfied construction liens, (iv) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property. If Seller is notified of any of the above matters prior to Closing, Seller shall notify Buyer in writing within five (5) days. If Buyer requires the matter to be corrected prior to closing, Buyer shall notify Seller in writing within five (5) days from receipt of Seller's notice. Buyer's failure to provide timely notice shall be deemed acceptance of the Property with the matter as it then exists. If Seller is unable or unwilling to correct the matter prior to Closing, Buyer may terminate this Agreement. Seller warrants that, as of Effective Date, execution of this Agreement and delivery of title is not a violation or breach of any agreement or judgment to which Seller is a party.

7.2 Covenants and Agreements of Seller. Seller covenants and agrees with Buyer as follows:

- (a) No improvements shall be constructed on the Property prior to Closing.
- (b) From and after the date hereof, Seller will not: (i) create or incur, or suffer to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable; or (ii) commit any waste or nuisance upon the Property. Prior to the Closing Date, Seller shall operate and manage the Property in the same manner in which it is being operated as of the Effective Date. Seller shall deliver the Property at Closing in substantially the same condition as it is on the Effective Date, reasonable wear and tear and damage by casualty or condemnation excepted.
- (c) Seller will not, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion, enter into any mortgage, contract, lease, or agreement affecting the Property. Seller represents that currently the Property is subject to that certain Commercial Lease by and between Seller and Lake Placid E-Learning Lab dated June 1, 2024.
- (d) Seller shall advise Buyer of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property which is instituted or threatened subsequent to the date hereof.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF BUYER

8.1 Representations and Warranties. Buyer represents that the receipt of title in the name of Buyer or an assigned related entity pursuant to the terms hereof, shall not violate any Florida or United States law and agrees to provide any affidavits, verifications, resolutions, or

other matters necessary to establish that the entity receiving title is a lawful and valid recipient of said title. Buyer agrees to provide any and all necessary affidavits or documentation required by the title company in order to consummate Closing as provided herein. Buyer represents and warrants to Seller that, except as otherwise disclosed to Seller:

(a) Buyer has not, and as of the Closing Buyer shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, which remains pending as of such time, or (v) admitted in writing its inability to pay its debts as they come due.

(b) Buyer is acting as principal in this transaction with authority to close the transaction. This Agreement is the valid and legally binding obligation of Buyer.

(c) Buyer complies with the applicable U.S. anti-corruption and anti-bribery laws, including the United States Foreign Corruption Practices Act.

(d) The execution, delivery, and performance by Buyer of its obligations under this Agreement do not and will not contravene or constitute a default under any provisions of applicable law or regulation or any agreement, judgment, injunction, order, decree, or other instrument binding on Buyer.

(e) Buyer is not a Foreign Principal as defined in §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.

Buyer shall have no liability with respect to a breach of the representations and warranties set forth above to the extent that Seller proceeds with the closing of the transaction contemplated hereby with actual knowledge of such breach or should have known of such breach, through the exercise of reasonable diligence prior to the Closing Date.

ARTICLE 9

CLOSING

9.1 Time and Place. The sale and purchase of the Property shall be consummated at a closing (the "**Closing**") to be held at the offices of Escrow Agent through a "mail away" closing with each party depositing their documents in escrow with Escrow Agent on or before the Closing Date. The Closing shall occur five (5) business days after the expiration of the Inspection Period (the "**Closing Date**") or such earlier date as may be agreed upon in writing by Seller and Buyer.

9.2 Items to be Delivered by Seller. At Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items (the "**Closing Documents**"):

(a) **Deed.** A special warranty deed ("**Deed**") in the form attached hereto as **Exhibit "B"**, duly executed by Seller, conveying to Buyer fee simple title to the Property subject only to the Permitted Exceptions, with the legal description provided in the Title Commitment.

(b) Affidavit. Such affidavits and certificates, in form and substance reasonably acceptable to Seller and its counsel, as the Title Company may reasonably require, including certificates necessary to delete standard title insurance exceptions relating to the so-called "gap" period, parties in possession and mechanic's liens (but solely to the extent created by, through or under Seller and not otherwise).

(c) FIRPTA Affidavit. A Seller's affidavit under penalty of perjury stating Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer.

(d) General Assignment. A general assignment of all Intangible Rights, which pertain solely to the Property without any representations or warranties.

(e) Closing Statement. As of or prior to the Closing Date, Seller shall deposit with Title Agent an executed closing statement in a form reasonably approved by Seller and Buyer ("**Closing Statement**").

(f) Authority. Such evidence of the power and authority of Seller to consummate the transactions described in this Agreement, as may be reasonably required by the Title Company.

(g) Lift Station Agreement. As agreed to during the Inspection Period.

(h) Parking Agreement. As agreed to during the Inspection Period.

(i) Other Documents. Such additional documents or instruments, in form and substance reasonably acceptable to Seller and Buyer, as may be reasonably required to effectuate the terms, conditions and provisions hereof and to carry out the intent of the parties hereto, or as may be reasonably required by the Title Company, including, without limitation, executed and acknowledged notices regarding the Property that must be given in accordance with local laws or customs in the state and county where the Property is situated.

9.3 Items to be Delivered by Buyer. At the Closing, and simultaneously with Seller's delivery of the Closing Documents required in Section 9.2 above, Buyer shall deliver executed counterparts of the Closing Documents to the extent applicable to Buyer, along with Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer Affidavit in the form attached hereto as **Exhibit "C"**, the Lift Station Agreement, Parking Agreement, and Buyer shall pay to the balance of the Purchase Price, adjusted for the prorations, adjustments and other payments provided for in this Agreement by wire transfer of immediately available funds to the Title Agent for disbursement to Seller in accordance with the Closing Statement.

9.4 Adjustments, Prorations, and Expenses of Closing. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) If applicable, ad valorem real property taxes for the Property for the current calendar year shall be prorated as of the Closing Date based upon taxes actually assessed for the current calendar year or, if for any reason such taxes for the Property have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year and adjusted by cash settlement when exact amounts are available. All

special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller; provided, however, in the event any special assessments are payable in installments Seller shall be responsible for the installments due prior to Closing and Buyer shall be responsible for the installments due on or after the Closing.

(b) Seller shall pay for the documentary stamp taxes on the deed, all title search costs and title insurance premiums, and recording fees for any corrective instruments. Buyer shall pay the recording costs for the deed, any endorsement required by Buyer, Buyer's due diligence expenses, and the survey. Each party shall pay its own attorneys' fees incurred by it associated with the transactions hereunder. Any escrow fees reasonably charged by the Escrow Agent or closing fees charged by the Title Agent shall be shared equally by the parties. All other closing costs shall be allocated according to custom in Highlands County, Florida.

(c) In the event any adjustments pursuant to this Article 9 are, subsequent to Closing, agreed upon by the parties hereto to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within thirty (30) days from receipt of the invoice.

The agreements as to prorations in this Article 9 shall survive the Closing.

9.5 Possession. Possession of the Property shall be delivered to Buyer by Seller at Closing, subject only to the Permitted Exceptions.

ARTICLE 10

REMEDIES UPON DEFAULT

10.1 Default by Seller. In the event of any material default by Seller, which continues for a period of ten (10) days after written notice to cure from Buyer (except that Seller shall not be entitled to any notice and/or cure rights for a failure to close on the Closing Date), Buyer, as Buyer's sole and exclusive remedies may elect to either: (i) terminate this Agreement by delivering written notice thereof to Seller and the Escrow Agent, in which event the Deposit shall be promptly returned by the Escrow Agent to Buyer; or (ii) Buyer shall be entitled to seek to enforce specific performance solely with respect to Seller's obligation to deliver the closing documents required to be delivered at Closing and to deliver full and exclusive possession of the Property to Buyer in accordance with Section 9.5 above.

10.2 Default by Buyer. In the event of any default by Buyer, which continues for ten (10) days after written notice from Seller (except that Buyer shall not be entitled to any notice and/or cure rights for a failure to close on the Closing Date), then, as Seller's sole and exclusive remedy, the Deposit shall be delivered by the Escrow Agent to Seller as liquidated and agreed upon damages and thereafter, Buyer shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Buyer for specific performance or for damages by reason of the failure of Buyer to close this transaction. The amount of such liquidated damages has been established by the parties as the amount of the monetary damages Seller will suffer based solely upon a failure by Buyer to purchase the Property and Seller shall be entitled to recover no other damages from Buyer based solely upon a failure by Buyer to purchase the

Property. By signing this Agreement, the parties expressly understand and agree to the foregoing provisions relating to liquidated damages.

ARTICLE 11

BROKERAGE

11.1 Brokers. Buyer and Seller each represent and warrant to the other that no real estate broker was used by Buyer and/or Seller in connection with the purchase of the Property. Buyer and Seller agree to indemnify and hold each other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Article 11 shall survive the Closing.

ARTICLE 12

MISCELLANEOUS

12.1 Notices. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Seller to Buyer, or by Buyer to Seller, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 12.1. All notices shall be in writing and delivered to the person to whom the Notice is directed, either: (i) in person; (ii) by United States Mail, certified with return receipt requested; (iii) delivered by Federal Express or other comparable overnight courier which obtains a receipt to confirm delivery; or (iv) sent by email, telex, or telecopy with confirmed receipt. Notices delivered by mail shall be deemed given three (3) days after deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. All notices shall be addressed as follows:

To Buyer: Grace Bible Church of Highlands County, Inc.
4541 Thunderbird Road
Sebring, FL 33872
Attn: John Bender
Email: john.bender@gbc.life

With a Copy to: Robert Swaine
425 South Commerce Avenue
Sebring, FL 33870

Seller: South Florida State College
600 West College Drive
Avon Park, Florida 33825
Attn: Peter Elliott
Email: Peter.Elliott@southflorida.edu

With Copy to:

W. Scott Cole, Esquire
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando Florida 32801
Telephone No.: (407) 204-3106
Email: Scott.Cole@gray-robinson.com

And:

Kristin Kowaleski, Esquire
Gray Robinson, P.A.
101 East Kennedy Boulevard, Suite 4000
Tampa, Florida 33602
Telephone No.: (813) 273-5081
Email.: Kristin.kowaleski@gray-robinson.com

Escrow Agent:

Gray Robinson, P.A.
101 East Kennedy Boulevard, Suite 4000
Tampa, Florida 33602
Telephone No.: (813) 273-5081
Email.: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof. The parties agree that counsel for Buyer and counsel for Seller are authorized to give notice on behalf of their respective clients.

12.2 Merger Provision. Except as otherwise expressly provided herein, any and all provisions contained herein shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive Closing. Notwithstanding the foregoing, the representations, warranties, and covenants of Seller set forth in this Agreement will survive Closing for a period of six (6) months. No claim for a breach of any representation, warranty or covenant of Seller will be actionable or payable (i) if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing, and (ii) unless written notice containing a description of the specific nature of such breach will have been given by Buyer to Seller prior to the expiration of said six (6) month period.

12.3 Assignment. This Agreement may be assigned by Buyer without first obtaining Seller's written consent thereto to an entity owned by or under common control with Buyer, and otherwise is not assignable by Buyer without the prior written consent of Seller. Upon any such assignment Buyer shall not be released from all its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators and permitted assigns.

12.4 AS IS WHERE IS. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT WHICH SURVIVE CLOSING AND IN THE CLOSING DOCUMENTS DELIVERED TO BUYER AT CLOSING, BUYER ACKNOWLEDGES THAT BUYER WILL HAVE THE OPPORTUNITY TO INDEPENDENTLY AND PERSONALLY INSPECT THE PROPERTY AND TO CAUSE TO BE CONDUCTED (AT BUYER'S SOLE COST AND

EXPENSE) SUCH APPRAISALS, ENVIRONMENTAL SITE ASSESSMENTS, TESTS, ANALYSIS AND OTHER INVESTIGATIONS AS BUYER DEEMS NECESSARY OR APPROPRIATE, DURING THE INSPECTION PERIOD AND THAT BUYER HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT WHICH SURVIVE CLOSING AND IN THE CLOSING DOCUMENTS DELIVERED TO BUYER AT CLOSING, THE PROPERTY SHALL BE ACCEPTED BY BUYER AT CLOSING IN ITS THEN-PRESENT CONDITION, "AS IS, WITH ALL FAULTS AND DEFECTS, LATENT OR APPARENT, AND, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED". EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT WHICH SURVIVE CLOSING AND IN THE CLOSING DOCUMENTS DELIVERED TO BUYER AT CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (II) THE INCOME TO BE DERIVED FROM THE PROPERTY, (III) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (V) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (VI) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (VII) THE CORRECTNESS OR ACCURACY OF SELLER DOCUMENTS OR OF THE ABILITY OF PURCHASER TO RELY UPON OR USE THE SELLER DOCUMENTS. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT WHICH SURVIVE CLOSING AND IN THE CLOSING DOCUMENTS DELIVERED TO BUYER AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, EXCEPT AS OTHERWISE PROVIDED HEREIN. THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS AGREEMENT AND SHALL SURVIVE CLOSING.

12.5 Applicable Law; Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Where required for proper interpretation, words in the singular shall include the plural, the masculine gender shall include the feminine, and vice versa. The terms "heirs, executors, administrators, and assigns" shall include "successors, legal representatives, and assigns."

12.6 Venue. Buyer and Seller agree that the venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Highlands, State of Florida.

12.7 Waiver of Jury Trial. BUYER AND SELLER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

12.8 PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE IN OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTION CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

12.9 Drafts Not an Offer. The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole and absolute subjective discretion, including without limitation, all of the exhibits hereto, and each of Seller and Buyer have fully executed and delivered (or caused the delivery) to each other a counterpart of this Agreement, including without limitation, all exhibits hereto.

12.10 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 unit. Seller represents that it has received no notice and is not otherwise aware of the presence of radon gas at the Property in excess of applicable governmental limitations.

12.11 Amendment. This Agreement may not be modified or amended, except by an agreement in writing signed by Seller and Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

12.12 Attorneys' Fees. In the event either party hereunder files a suit in connection with this Agreement or any provision contained herein, then the party which prevails in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and paralegals' fees (including those incurred out of court, at trial or in any appellate or bankruptcy proceedings) and costs of court incurred in such suit.

12.13 Descriptive Headings. The descriptive headings of the several articles, sections, and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12.14 Entire Agreement. This Agreement (and the items to be furnished in accordance herewith) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representations, warranties, covenants, agreements, or conditions not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

12.15 Multiple Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument. Signatures to this Agreement may be transmitted by electronic transmission and shall have the same force and effect as original signatures.

12.16 Time is of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement, including, but in no way limiting, the generality of the foregoing with respect to each and every time constraint and deadline imposed by the terms of this Agreement, together with the obligation of the parties to close the transaction contemplated by this Agreement on the Closing Date.

12.17 Dates. If, pursuant to this Agreement, any date indicated herein falls on an official United States holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date.

12.18 Construction. The parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed more strictly against either party.

12.19 Invalidity. In case any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.20 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller, Seller hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, any and all further acts, deeds and assurances as Buyer may reasonably require to: (i) evidence and vest in Buyer the ownership of, and title to, all of the Property; and (ii) consummate the transaction contemplated hereunder.

[Remainder of Page Intentionally Left Blank]

The parties have executed this Agreement on the dates indicated below.

SELLER:

**DISTRICT BOARD OF TRUSTEES OF
SOUTH FLORIDA STATE COLLEGE**

Date: 10/23/24

By: [Signature]
Printed Name: Terry Henley
Title: Chair, District Board of Trustees

BUYER:

**GRACE BIBLE CHURCH OF
HIGHLANDS COUNTY, INC., a Florida not
for profit corporation**

Date: 10-23-24

By: [Signature]
Printed Name: John H. Bender Jr
Title: Executive Pastor of Operations

JOINDER AND CONSENT OF ESCROW AGENT

Escrow Agent joins in and consents to this Agreement for purposes of agreeing to be bound to the terms and provisions of the Agreement pertaining to the Deposit.

Date: 10/23/24

ESCROW AGENT:

GRAY ROBINSON, P.A.

By: [Signature]

Print Name: W. SCOTT Cole

Title: Bank Attorney

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

The Property is depicted below and the survey to be provided by Buyer shall create metes and bounds legal description and this description shall be agreed upon by Buyer and Seller during the Inspection Period. The lack of a legal description attached to this Agreement shall not affect the validity of this Agreement.

A portion of Parcel IDs: P-31-36-30-A00-0350-0000 and P-31-36-30-07A-0110-0040

The South 333 feet nine inches of the East one half (½) of the West one half (½) of the Southeast one fourth (1/4) of the Southwest one fourth (1/4) of Section 31, Township 36 South, Range 30 East together with Lots 4 through 21 of Block 11 of the Original Survey of Town of Lake Stearns (now Lake Placid) Florida, according to plat recorded in Plat Book 1, Page 47 of the public records of Highlands County, Florida.

AERIAL PHOTO (Estimated Boundary)



EXHIBIT "B"

Prepared by and return to:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this ____ day of _____, 202__, by **DISTRICT BOARD OF TRUSTEES OF SOUTH FLORIDA STATE COLLEGE**, whose mailing address is 600 West College Drive, Avon Park, Florida 33825 ("**Grantor**") to **GRACE BIBLE CHURCH OF HIGHLANDS COUNTY, INC.**, a Florida not for profit whose mailing address is _____ ("**Grantee**").

W I T N E S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Highlands County, Florida ("**Property**") which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to 202__ and except for the matters that appear on Exhibit "B" attached hereto and by this reference made a part hereof, provided that this reference shall not serve to reimpose same.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

WITNESSES:

GRANTOR:

Witness

Print Name:

Address:

By: _____

Name: _____

Title: _____

Address: _____

Witness

Print Name:

Address:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 202_,
by means of ☐ physical presence or ☐ online notarization, by _____, as
_____ of _____. He/She is personally known to
me or who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name

My Commission expires: _____

Serial No.: _____

(SEAL)

EXHIBIT "C"

Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ ("Affiant") who deposes and says under penalties of perjury that:

(When used "Affiant" and "Buyer" include singular or plural as context so requires or admits.)

1. Affiant is the _____ of _____ organized under the laws of the State of _____, which is hereinafter referred to as "Buyer." All statements in Lines 4 through 5 below are made solely with respect to the buyer and any holder of a "Controlling interest" in the Buyer (as defined in §287.138(1)(a), F.S.), in each case solely with respect to the real property identified in Line 2.
2. Buyer is purchasing or acquiring an interest in the following described real property:
See Attached Exhibit "A"
3. Affiant has been given the opportunity to consult with an attorney.
4. Buyer is (Initial which is applicable):
____ Not a Foreign Principal as defined in §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.
OR
____ A Foreign Principal as defined in 692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.
5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

(Affiant)
Print Name: _____
Official Capacity: _____
Name of Buyer: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____, of _____, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____


Exhibit "A"

Legal Description

**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

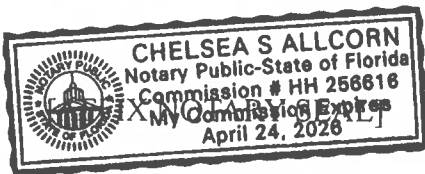
I, the undersigned, am an officer or representative of **Grace Bible Church of Highlands County Inc** and attest that **Grace Bible Church of Highlands County Inc** does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


Grace Bible Church of Highlands County Inc

By: 
Print Name: John H. Bender Jr
Print Title: Executive Pastor of operations

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was sworn to and subscribed before me by means of
☒ physical presence or ☐ online notarization, this 23 day of October, 2024,
by John Bender ✓, as Executive Pastor of operations of **Grace Bible Church**
of **Highlands County Inc**, a ✓, who is personally known to me, or produced
_____ as identification.




Notary Public Signature
Print Notary Name: Chelsea S Allcorn
My commission expires: April 24, 2026