

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
NO BROKER - VACANT RESIDENTIAL LAND

WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.

THIS AGREEMENT is made on November 14, 2018, between Freedom Land Group, LLC (hereinafter "Seller"), of 24 W. Main St, Ste 203, Clinton, Connecticut 06413, and Joseph B. Clemens (hereinafter "Buyer"), of 3217 Running Brook Drive, Riverview FL 33579 for the sale of the below described property pursuant to the following terms and conditions:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

Parcel 41201212XXXX – XXXXX Ave, Englewood, FL 34224

Lot X, Block XXXX of PORT CHARLOTTE SUBDIVISION, Section X, a Subdivision according to the Plat thereof, recorded on Plat Book 6 at Pages 3A through 3P, inclusive, of the Public Records of Charlotte County, Florida.

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

Total purchase price = \$9,000.00. A \$900 deposit was received on November 14, 2018. Subject to the following conditions, Buyer shall make final payment for the property at closing in the total amount of \$8,100.00. Buyer agrees to pay the entire amount at closing by wire or other agreed upon payment method.

3. **CASH SALE:** This contract is not contingent on financing.

4. **PROPERTY CONDITION:** Buyer hereby represents that he has personally inspected and examined the above mentioned property and accepts the property in it's "as-is" and present condition.

5. **UTILITIES:** The present condition of all utility access to the property is accepted by Buyer.

Seller is not aware of the existence of wetlands, shore land, or flood plain on or affecting the real property except as follows: None

Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows: None.

6. **CLOSING:** The closing of the sale will be on or before November 21, 2018 unless extended pursuant to the terms hereof.

7. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Warranty Deed once final payment is received. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general property taxes for the year 2018 and previous years.

- 8. APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of Buyer. A survey is not required.
- 9. POSSESSION AND TITLE: Prior to closing the property shall remain in the possession of Seller.
- 10. CLOSING COSTS AND EXPENSES: Seller has paid \$249 document processing fee, received on November 14, 2018. Buyer will record notarized warranty deed with Charlotte County on behalf of buyer within 5 days of final payment.
- 11. PROPERTY TAXES AND PRORATIONS: Seller will be responsible for the amount of general property taxes and assessments for the year 2018 and previous years.
- 12. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract, thereby releasing both parties from this contract.
- 13. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 14. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
- 15. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
- 16. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
- 17. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

Freedom Land Group, Inc

24 W. Main St, Ste 203

Clinton, CT 06413

Telephone (800) 401-3199

Facsimile (800) 401-3199

To Seller at:

Joseph B. Clemens

3217 Running Brook Drive

Riverview, Florida 33579

Telephone _____

Facsimile _____

- 18. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.
- 19. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
- 20. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
- 21. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

GOVERNING LAW: This contract shall be governed by the laws of the State of Connecticut.

EXECUTED the 14th day of November, 2018 (THE EFFECTIVE DATE).

Buyer

Seller

Buyer

Seller