# LAND SALE CONTRACT

SELLER: BUYER:

Freedom Land Solutions, LLC. (Name 1) O'Flanagan All Purpose Services LLC.

424 E. Central Blvd. (Add to Deed)

Suite 182 (Address) 250 Donaldson Dr. Orlando, FL 32801

Monroe Falls, OH 44262

407-810-3626 330-267-7256 (Phone)

romannorthcut@gmail.com jim.oflanagan@oflanaganallpurpose.com (Email)

Sold on the 18 day of January, 2021, in Jackson County, Florida, Freedom Land Solutions, LLC, a Florida Limited Liability Company 'Seller', hereby contracts and agrees to sell, and the undersigned 'Buyer(s) O'Flanagan All Purpose Services LLC. hereby agree to buy at the sales price and upon the terms and conditions hereinafter set forth, the following described real property:

Approximate Size: 1.7 acres Property #:\_3631\_\_\_ County: Jackson

State: Florida APN: 02-2N-11-0084-0440-0140

Legal Description: Lot 14, Block 44, Compass Lake Hills Unit Three, according to the map or plat thereof, as recorded in Plat Book A-4, Page(s) 116A through 123A, inclusive, of the Public Records of Jackson County, Florida.

Cost of Investment: \$4,797.00

Document Fee: \$0.00

Transfer Tax (0.7%): \$0.00 Total Investment: \$4,797.00

Escrow Due January 18, 2021: \$500.00

Closing Date with Remaining Balance Due February 5, 2021: \$4,297.00

\*Investor will close through Pro Title and is responsible for all closing costs.

\*Professional Title Agency, a division of LandCastle Title Group, LLC

545 Delaney Ave, Building 6

Orlando, FL 32801 407-930-3621 (office)

407-674-2541 (fax)

# **CONDITIONS**

Buyer(s) acknowledge the land is being purchased 'AS-IS', subject to whatever physical condition and location the parcel may be found at the time of sale, subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning of record and any land use restrictions. All parcels sold by Seller are sold as residential property; Seller does not guarantee the suitability of property for any specific purpose and does not guarantee zoning. Seller may reserve mineral rights, if any, at Seller's sole discretion, any time prior to and including the recording of the deed to Buyer. Improvement bonds on the property are to be assumed by Buyer(s) in addition to the sale price. Buyer(s) acknowledges having inspected the property and investigated its suitability for any given purpose prior to purchasing, including availability of access and utilities or lack thereof, and hereby accepts the property 'AS-IS'.

# PROPERTY TAXES





All real property taxes and other assessments due and payable before the sale date, will be paid by Seller, and not pro-rated. Buyer(s) represent and warrant that Buyer(s) will be responsible for all taxes which become payable on or after the sale date.

#### WARRANTIES

Seller's warranties are limited to these expressed warranties. (A) Title to the property is marketable title. (B) There are no liens other than recurring assessments. (C) Seller reserves the right to place a deed of trust on the parcel at any time, but warrants that such deed of trust shall be re-conveyed (removed) prior to a deed being recorded to Buyer. (D) Should Buyer(s) discover a breach of any of these warranties, Seller at its sole discretion shall (I) cure the breach or (2) cancel the sale and refund all moneys to Buyer(s). No oral representations may be relied upon.

## **OBLIGATIONS**

Buyer(s) will execute all documents required to complete this purchase within thirty (30) days or DEPOSIT WILL BE FORFEITED to Seller. Upon completion of payments or payment in full, Seller shall have the exclusive right to extend the recording for an additional period of ninety (90) days. Buyer hereby waives any right to stop the payment of or dispute any monies or credit card charges paid. Any refunds owed to Buyer for overpayment, or for any other reason, shall be disbursed to Buyer within 90 days of notice being delivered to Seller that such a refund is due. Under no circumstance shall the documentation fee, shown above, be refunded. No preliminary title report or title insurance will be issued. If Buyer(s) should fail to perform any part of the contract, Buyer(s) WILL FORFEIT ALL MONIES PAID to Seller, and Seller shall have no further obligation to Buyer(s), or Seller at its sole discretion shall have the exclusive right to enforce this agreement while extending the recording date until all funds due the Seller have been paid in full. If an Affidavit of any kind is customarily recorded with documents in the State in which this property is located, Buyer expressly authorizes Seller to sign said Affidavit on Buyer's behalf. Buyer understands and agrees to follow all rules and procedures required by the county before making any improvements on the land. Any fines, imposed by the county as a result of Buyers actions shall be paid by Buyer.

## LIMITATION OF LIABILITY

Buyer shall hold Seller harmless from and indemnify Seller for, from and against any and all claims raised by any third party against Seller resulting from the Seller's interest hereunder and/or the acts of Buyer. Such indemnification shall include Seller's reasonable attorney's fees, costs and lost compensation or profits of Seller or their agents resulting from the preparation for and participation in any litigation. Buyer has personally inspected and investigated this parcel and hereby accepts the property as is. Buyer further agrees and understands that all sales are final. Buyer hereby releases and holds Seller harmless with respect to all liability, loss, damages, claims, suits, causes for action awards, decrees, judgments, or expense of any kind, including legal fees and costs in connection with the property arising out of personal injury, death, or property damage actually or allegedly arising from the condition of the property during any on-site and/or off-site inspections.

The parties agree that the venue of any legal action shall be in Orange County, FL and governed by the laws of the State of FL. In the event of a legal dispute where the claim is \$5,000 or less, the parties agree to resolve the dispute utilizing binding arbitration. Under no circumstances shall the Seller's liability exceed the amount paid by Buyer(s) to the Seller. Only in the event of court judgement shall the prevailing party be entitled to recover reasonable attorney's fees and costs. The undersigned Buyer(s) agree to purchase the above-described real property on the Terms and Conditions stated herein.

SELLER:		BUYER:	
Freedom Land Solutions, LLC.		O'Flanagan All Purpose Services LLC.	
424 E. Central Blvd. Suite 182		Buyer Printed Name	1/19/2021
Orlando, FL 32801		Buyen Gigratore	Date
Roman Northeut	1/19/2021		
Signature CC5474	Date		
By: Freedom Land Solutions LLC			