



**HARDEE COUNTY**  
ECONOMIC DEVELOPMENT COUNCIL



**HARDEE COUNTY**  
INDUSTRIAL DEVELOPMENT AUTHORITY

## **AGENDA**

**Economic Development Council/Industrial Development Authority**

**EDC/IDA REGULAR MEETING**

**December 18, 2023, at 1:00 PM**

**COMMISSIONER CHAMBERS, 412 WEST ORANGE STREET, ROOM 102,  
WAUCHULA, FL 33873**

## **BOARD MEMBERS**

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**Chairman Lee Mikell**

**Vice-Chairman Barney Cherry**

**Gene Davis**

**Calli Ward**

**Courtney Green**

**John Gill**

**Chris Idsardi**

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### **1. CALL TO ORDER**

### **2. APPROVAL OF AGENDA**

### **3. AGENDA ITEMS**

- 1. SARAH EVERS- PURCHASE AND SELL AGREEMENT BETWEEN SOUTH FT. MEADE LAND MANAGEMENT, MOSAIC FERTILIZER, HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND HARDEE COUNTY**

**ACTION RECOMMENDED:** Motion to approve the purchase and sell agreement between South Ft. Meade Land Management, Mosaic Fertilizer, Hardee County Industrial Development Authority, and Hardee County and authorize the Chair or Vice Chair to sign all related documents.

### **4. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS**

### **5. ADJOURNMENT**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into effective as of the Effective Date, as defined in Section 27 by and between **SOUTH FT. MEADE LAND MANAGEMENT, INC.**, a Delaware corporation (“**Grantor**”), Grantor’s affiliate **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company (“**Obligor**”), **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district of Hardee County, Florida, created and operating pursuant to the authority of Chapter 159, F.S. (“**Grantee**”) and **HARDEE COUNTY**, a political subdivision of the State of Florida (“**Obligee**”). All of the above described entities entering into this Agreement may be referred to collectively as “**Parties**” or individually as “**Party**”. Grantor and Obligor may be referred to individually and collectively as “**Seller**” and Grantee and Obligee may be referred to individually and collectively as the “**Buyer**”.

### **RECITALS:**

- A. On July 24, 2023, Obligor and Obligee entered into Local Development Agreement for South Ft. Meade Mine – Eastern Extension (the “**LDA**”).
- B. In the LDA, Obligor agreed to convey to Obligee a property “located at the northwest quadrant of Bostic and Hanusch Road” (the “**Bostick Road Property**”) within sixty (60) days after commencement of construction activity on the South Ft. Meade Mine – Eastern Extension (**SFMM-EE**) access/utility corridor authorized by the Development Order for the project.
- C. The Bostick Road Property is more particularly described in Exhibit A to this Agreement.
- D. Grantor and Obligor are affiliated entities.
- E. Grantor is the record titleholder of the Bostick Road Property.
- F. Grantee is a dependent special district of Obligee and is charged with promoting economic development within Hardee County, Florida.
- G. Grantor desires to convey the Bostick Road Property to Grantee and Grantee desires to acquire the Bostick Road Property from Grantor in fulfillment of the terms and conditions related to the conveyance of the Bostick Road Property under the LDA.
- H. The Parties desire to enter into this Agreement to set forth the terms and conditions upon and subject to which Grantor will convey the Bostick Road Property to Grantee, and Grantee will acquire the Bostick Road Property from Grantor.

### **AGREEMENTS:**

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained, ten dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties represent, warrant, covenant and agree as follows:

1. **Recitals.** The Parties agree that the statements in the Recitals above are true and correct, and they are incorporated into and made part of this Agreement.
2. **Survivability.** The Parties agree that the terms of this Agreement have been relied on by the Parties and shall survive Closing.
3. **Selection of Grantee.** Due to the intention of the Parties that the Bostick Road Property will be developed as a residential subdivision to fuel the economic development of Hardee County, Florida, as described in the LDA, the Parties agree that Grantee is the appropriate entity to hold title to the Bostick Road Property.
4. **Relation of Conveyance to LDA.** The Parties agree that conveyance of the Bostick Road Property by Grantor to Grantee subject to the terms of this Agreement will fulfill Obligor's responsibility to Oblige relative to conveyance of the Bostick Road Property per the LDA. No other obligation of the Obligor pursuant to the LDA is altered by this Agreement. As Section 4 of Exhibit B to the LDA provides, the SFMMEE and its associated Reclamation Plan satisfy the economic components of the Hardee County Comprehensive Plan, and the LDA includes additional components to stimulate and support new housing and community redevelopment in Hardee County. The Parties agree that the conveyance of the Bostick Road Property is not required by the Comprehensive Plan, and is being donated above and beyond what is required to obtain local government approvals.
5. **Purchase Price and Manner of Payment.** This is a "Bargain Sale" under Section 170 of the Internal Revenue Code, whereby the "Purchase Price" is the sum of Ten and 00/100 Dollars (\$10.00) (the "**Purchase Price**"), and Seller is donating the difference between the Purchase Price and the probable market value as determined by appraisal to be obtained by Seller at its sole cost and expense (the "**Appraisal**"). The Parties agree that the probable market value as set forth in the Appraisal is the fair market value of the Bostick Road Property, and that Grantor is conveying and Grantee is acquiring the Bostick Road Property for less than its fair market value. Grantor intends to make a gift of, and will donate to Grantee, the value in excess of the Purchase Price. Buyer agrees that it will reasonably cooperate with and assist Seller in complying with IRS regulations necessary to cause the transaction to be treated as a bargain sale to a charitable organization. Buyer agrees to the execution by Buyer of IRS form 8283, provided that the execution of same will not, in the reasonable opinion of Buyer, affect the Buyer's right, title, interest, and/or use of the property or create any additional liabilities. Buyer shall not be obligated to incur any additional expenses in connection with its assistance to Seller in complying with said IRS regulation.
6. **Title and Survey Matters.**
  - (a) **Title Commitment.** Seller shall, at its own expense, obtain and deliver to the Buyer a commitment for the issuance of a title insurance policy on the Bostick Road Property issued by a reputable title insurance company ("**Title Company**") no later than 30 days after the Effective Date of this Agreement naming Grantee as the insured ("**Title Commitment**"). The Title Commitment will include a list of existing title exceptions known pursuant to a search of the Hardee County Official Records

that will remain as known exceptions upon the recording of a Special Warranty Deed conveying the Bostick Road Property to Grantee (“**Deed**”).

- (b) Survey. Seller shall provide the Buyer with a survey of the Bostick Road Property that was completed at its expense by Kendrick Land Surveying in July 2021 (“**Survey**”).
- (c) Exceptions to Title. Grantor will convey the Bostick Road Property subject to existing exceptions to title as disclosed on the Title Commitment. However, prior to Closing, Grantor will execute an affidavit as to title and possession to assist Grantee as may be reasonably required by the Title company in connection with Grantee’s efforts to negotiate with the Title Company for deletion of standard exceptions to title.
- (d) Mortgages and Liens. The provisions of the previous paragraph notwithstanding, Grantor shall cause the Bostick Road Property to be released from any mortgages and other liens which secure any indebtedness (other than the lien of real estate taxes and assessments for the year in which the conveyance occurs).

7. **Closing**.

- (a) Definition. The term “**Closing**” shall mean and refer to the settlement of the conveyance of the Bostick Road Property from Grantor to Grantee by Deed, and execution and deliver by the Parties of any additional documents as may be required by this Agreement, all of which shall occur at the same time.
- (b) Closing Date. Closing shall occur on a date to be determined by the Parties not to occur prior to completion of all conditions precedent and on or before thirty (30) calendar days of the Effective Date of this Agreement.
- (c) Place of Closing. The Closing shall occur at the offices of the Title Company. The Parties shall not be required to attend the Closing. Instead, the Closing may take place by means of an escrow arrangement pursuant to which the Buyer shall deliver to the Title Company the Purchase Price and any other funds or documents as may be required by this Agreement, and Seller shall deliver to the Title Company the executed Deed and any funds or additional documents that may be required by this Agreement. Upon receipt of all funds and documents from the Parties, the Title Company shall cause the Deed to be recorded and delivered to the Grantee and the Purchase Price to be delivered to the Grantor. The Parties shall also deliver any additional desired escrow instructions that are not inconsistent with this Agreement. Seller shall pay all reasonable costs associated with the Closing, including recording fees.
- (d) Additional Documents after Closing. From time to time at the request of any Party, whether at or after the Closing Date, and without additional consideration, the other Parties shall execute and deliver such further documents and take such other action as the requesting Party may reasonably require to more effectively complete the transfer and delivery of the Bostick Road Property to Grantee.

(e) Expenses. Except as otherwise expressly provided in this Agreement, each Party shall bear its own legal and other professional fees, costs and disbursements related to the conveyance of the Bostick Road Property.

8. **Taxes and Assessments**. All real property taxes applicable to the Bostick Road Property prior to the year of Closing shall be paid by Seller to the Hardee County Tax Collector. Real property taxes applicable to the Bostick Road Property for the calendar year of Closing shall be prorated as of the Closing Date between Grantor and Grantee at the Closing, effective as of the Closing Date, solely on the basis of the most recent available tax bill, and adjustment of the proration shall be made between Grantee and Grantor when the actual bill for such taxes becomes available.

Special assessments for public improvements against or with regard to the Bostick Road Property for work that has been substantially completed on the Effective Date shall be paid in full by Grantor on or prior to the Closing Date. At Closing, Grantee shall assume responsibility for special assessments for public improvements against or with regard to the Bostick Road Property, allocated as necessary between any other real property covered by the assessment on a relative acreage basis, for work that has not been substantially completed on the Effective Date.

If any proration pursuant to this Section proves to be incorrect or incomplete, then, at the request of Grantor or Grantee, the proration shall be recalculated and adjusted directly between the Parties by way of cash payment when the actual amount due is known. This re-proration agreement shall survive the Closing.

9. **Possession**. Grantor agrees to deliver possession of the Bostick Road Property to Grantee on the Closing Date.
10. **Grantee's Representations and Warranties**. Grantee represents and warrants to Seller as of the Effective Date and as of the Closing Date that: (a) Grantee is under no disability and has all requisite capacity to enter into the documents contemplated by this Agreement and to carry out the contemplated transaction; (b) Grantee has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on Grantee in accordance with its terms, including approval by Obligee of Resolution 2023-63; (e) the persons signing this Agreement are fully authorized to do so; (f) there is no agreement, order, judgment, tax lien, attachment, execution, claim, litigation or proceeding pending or threatened against Grantee that would require consent for, or could interfere with, Grantee's performance of this Agreement; (g) there is no assignment by Grantee for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against Grantee.
11. **Obligee's Representations and Warranties**. Obligee represents and warrants to Seller as of the Effective Date and as of the Closing Date that: (a) Obligee is under no disability and

has all requisite capacity to enter into the documents contemplated by this Agreement and to carry out the contemplated transaction; (b) Obligees has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of Obligees enforceable against Obligees in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on Obligees in accordance with its terms, including approval by Obligees of Resolution 2023-63; (e) the persons signing this Agreement are fully authorized to do so; (f) there is no agreement, order, judgment, tax lien, attachment, execution, claim, litigation or proceeding pending or threatened against Obligees that would require consent for, or could interfere with, Obligees's performance of this Agreement; (g) there is no assignment by Obligees for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against Obligees.

12. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date that: (a) Seller is a corporation duly organized and in good standing under the laws of Delaware; (b) Seller has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms; (e) the person signing this Agreement on behalf of Seller is fully authorized to do so; (f) there is no agreement, order, judgment, tax lien, attachment, execution, claim, litigation or proceeding pending or threatened against Seller that would require consent for, or could interfere with, Seller's performance of this Agreement; (g) there is no assignment by Seller for the benefit of creditors; (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against Seller or the Bostick Road Property; (i) except as disclosed by the Title Commitment, there is no lease, agreement for deed, option, right of first refusal or contract outstanding for the lease, sale, exchange or transfer of the Bostick Road Property to which Seller is a party; (j) except as disclosed by the Title Commitment, there is no person or entity other than Seller in possession of the Bostick Road Property; and (k) Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or other governmental action, and (l) Seller's activities do not violate the Money Laundering Act.
13. **Disclaimer.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER WILL SELL TO BUYER AND BUYER WILL PURCHASE AND ACCEPT THE BOSTICK ROAD PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, AND THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BOSTICK ROAD PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE BOSTICK ROAD PROPERTY, OR THE AIR LOCATED ABOVE THE BOSTICK ROAD PROPERTY, INCLUDING, BUT

NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE BOSTICK ROAD PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE BOSTICK ROAD PROPERTY, OR THE AIR LOCATED ABOVE THE BOSTICK ROAD PROPERTY, THE VALUE OF THE BOSTICK ROAD PROPERTY, THE SUITABILITY OF THE BOSTICK ROAD PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE BOSTICK ROAD PROPERTY, OR THE AIR LOCATED ABOVE THE BOSTICK ROAD PROPERTY FOR BUYER'S INTENDED USE, OR THE FEASIBILITY OF BUYER'S INTENDED USE. IN ENTERING INTO THIS AGREEMENT, BUYER HAS NOT RECEIVED AND BUYER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY BY OR ON BEHALF OF SELLER EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. BUYER SHALL UTILIZE ANY INSPECTION PERIOD OR TIME BEFORE CLOSING TO MAKE ITS OWN INVESTIGATION AND DETERMINATION AS TO THE ACCURACY OR ACCEPTABILITY OF ANY AND ALL MATTERS REGARDING THE BOSTICK ROAD PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE BOSTICK ROAD PROPERTY, THE AIR LOCATED ABOVE THE BOSTICK ROAD PROPERTY, AND BUYER'S INTENDED USE OF THE BOSTICK ROAD PROPERTY, THE GROUNDWATER LOCATED IN OR UNDER THE BOSTICK ROAD PROPERTY, AND THE AIR LOCATED ABOVE THE BOSTICK ROAD PROPERTY. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that the conveyance of the Bostick Road Property will not include any phosphate, earth, or other materials previously removed by Seller or its predecessors incidental to its or their mining and processing operations, or that the Bostick Road Property has been altered from its natural grade and condition. To the Seller's knowledge, the Bostick Road Property has not been mined for phosphate. The provisions of this Section shall survive the Closing or any termination of this Agreement, and shall run with the title to the Bostick Road Property.

14. **Release.** The Buyer, for itself and its directors, officers, employees, agents, representatives, predecessors, successors or assigns (collectively, the "**Releasors**"), completely releases and forever discharges Seller and its members, directors, officers, employees, agents, attorneys, representatives, consultants, affiliates, predecessors, successors, and assigns, individually and together, (collectively, the "**Releasees**"), and the Releasors shall hold the Releasees harmless, from any and all types of claims, including, without limitation, past, present, and future demands, complaints, actions, causes of action, suits, judgments, executions, attachments, levies, garnishments, debts, liabilities, profits, bonuses, royalties, reimbursements, obligations, costs, expenses, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, trespasses, damages, contribution, and compensation, of any nature whatsoever, at law or in equity, whether based on tort, statute, strict liability, or contract, whether for compensatory, special, punitive, statutory, or any other damages or remedies, and regardless of whether such claims are known or presently unknown to the Buyer or any other Releasor, which the Buyer or any other Releasor now has or might hereafter have against any or all of the Releasees arising out of, or related to, the condition of the Bostick Road Property, the groundwater located in or under the Bostick Road Property, or the air located above the Bostick Road Property, any use made of the Bostick Road Property, the groundwater located in or under the Bostick Road Property, or the air located above the Bostick Road Property, or any activity conducted



or not conducted by the Releasees, or any of them, on or with regard to the Bostick Road Property, the groundwater located in or under the Bostick Road Property, or the air located above the Bostick Road Property (“**Release**”). The provisions of this Section shall survive the Closing or any termination of this Agreement.

15. **Estoppel and Covenant not to Sue.** The Buyer, for itself and all other Releasors, acknowledges and agrees that it and they are estopped from ever asserting any claims against Seller or any other Releasee for any matter described in the Release. Accordingly, the Buyer for itself and all other Releasors, represents, warrants, covenants, and agrees that it and they will never sue Seller or any other Releasee for any claim, or allow any other person or organization to do so on its or their behalf, in connection with a matters described in the Release. The provisions of this Section shall survive the Closing or any termination of this Agreement.
16. **Assignment; Third Parties.** Grantee shall not assign this Agreement or any interest hereunder, nor shall Grantee delegate any of Grantee’s obligations hereunder, without the mutual written consent of all Parties. This Agreement shall bind and inure to the benefit of, and shall be enforceable by, all of the Parties and their respective successors and assigns. The Parties do not intend that any third party receive any benefits under, or have any right to enforce, this Agreement.
17. **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent or delivered by (a) personal delivery, (b) nationally-recognized commercial courier such as FedEx or UPS, (c) certified United States Mail, return receipt requested, or (d) fax, to the following addresses:

If to Grantor:                    South Ft. Meade Land Management, Inc.  
414 West Main Street  
Wauchula, Florida 33873  
Attention: Land Manager  
Telephone: (863) 473-5006 (for fax confirmation only)  
Fax Number: (863) 767-5379

With a Copy to:                The Mosaic Company  
3033 Campus Drive, Suite W400  
Plymouth, Minnesota 55441  
Attention: Law Department  
Telephone: (763) 577-2845 (for fax confirmation only)  
Fax Number: (763) 577-2982

If to Grantee:                    Hardee County Industrial Development Authority  
c/o The Development Group  
107 East Main Street  
Wauchula, FL 33873  
Attention: Sarah Evers  
Telephone No.: 863-773-3030  
Email: [sarah.evers@thedevelopmentgroup.net](mailto:sarah.evers@thedevelopmentgroup.net)

Notices shall be effective upon actual receipt or upon refusal of delivery by the addressee, whichever first occurs.

18. **Governing Law.** This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida, notwithstanding its conflict of laws provisions.
19. **Incorporation of Exhibits.** The exhibits referenced herein and attached hereto are hereby incorporated herein by reference and made part of this Agreement fully as if set forth verbatim herein.
20. **Amendments and Waivers.** This Agreement may not be modified or amended, nor may any provision of this Agreement be waived, except in writing signed by the Parties. No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same provision or of any other provision of this Agreement.
21. **Entire Agreement.** This Agreement and the exhibits attached to it set forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and they supersede all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof and thereof.
22. **Captions, Gender and Number.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
23. **Severability of Provisions.** If any term or provision of this Agreement is adjudged to be illegal or invalid for any reason by any court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement.
24. **No Strict Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.
25. **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 the Hardee County public health unit.
26. **Time of Essence.** Timely performance by each Party of all of its representations, warranties and covenants in accordance with this Agreement is of the essence under this Agreement.

27. **Effective Date.** The effective date of this Agreement shall be the date when both Parties have executed this Agreement and delivered a fully executed counterpart to the other Party (“**Effective Date**”).
28. **Waiver of Trial by Jury.** THE PARTIES EXPRESSLY WAIVE TO THE FULL EXTENT PERMITTED BY LAW THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY SELLER AND BUYER. The provisions of this Section shall survive the Closing and any termination of this Agreement.
29. **Jurisdiction and Venue.** The Parties agree that all disputes and matters whatsoever arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the United States District Court for the Middle District of Florida, Tampa Division, located in Hillsborough County, Florida (or as to those lawsuits to which the federal courts of the United States lack subject matter jurisdiction, before a court located in Hardee County, Florida) to the exclusion of the courts of any other state, territory or country. The Parties hereby consent to such jurisdiction and waive any venue or other objection that such Party may have to any such action or proceeding being brought in the applicable court in Hardee County, Florida. The provisions of this Section shall survive the Closing or any termination of this Agreement.
30. **Counterparts; Facsimile or E-Mailed Signatures.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single counterpart of this document to physically form one document. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file format to the other Party. Facsimile or signatures in a PDF file format shall have the same legal effect as original signatures.
31. **No Recordation.** Except as expressly required or permitted elsewhere in this Agreement, neither this Agreement nor any reference to it shall be recorded by either Party in any public records prior to the Closing. Seller recognizes and understands that Buyer is subject to Florida’s broad public record and open government laws and that this Agreement and its subject matter may be made publicly available as required by law.
32. **Relationship of Parties.** Nothing contained in this Agreement is intended to or shall be deemed to (a) create a joint venture, partnership or fiduciary relationship between the Parties, or (b) authorize any Party to bind another Party in any manner whatever.

(The remainder of this page intentionally left blank. This Agreement continues on the next page.)

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, on the date or dates appearing below.

WITNESSES:

**SOUTH FT. MEADE LAND  
MANAGEMENT, INC.**, a Delaware  
corporation

\_\_\_\_\_  
Signature of Witness #1 Above  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness #2 Above  
Printed Name: \_\_\_\_\_

WITNESSES:

**MOSAIC FERTILIZER, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature of Witness #1 Above  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness #2 Above  
Printed Name: \_\_\_\_\_

WITNESSES:

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**, a  
dependent special district of Hardee County,  
Florida

\_\_\_\_\_  
Signature of Witness #1 Above  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness #2 Above  
Printed Name: \_\_\_\_\_

WITNESSES:

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

\_\_\_\_\_  
Signature of Witness #1 Above  
Printed Name:\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness #2 Above  
Printed Name:\_\_\_\_\_

**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**Legal Description of the Bostick Road Property**

Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , LESS two (2) acres plus lying North of the centerline of creek in the Northeast corner and LESS five (5) acres in the Northwest corner; and ALL of North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 33 South, Range 25 East, Hardee County, Florida.

AND

West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  AND the Southwest  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  LESS the following described property: Commence at the Northeast corner of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 17, Township 33 South, Range 25 East, Hardee County, Florida; run thence South along said line for 660.40 feet to the Point of Beginning; thence continue South along said line for 233.6 feet to the centerline of a creek; thence Northwesterly along centerline of said creek to a point that is 340.41 feet West of the Point of Beginning; thence East to the Point of Beginning; lying in Section 17, Township 33 South, Range 25 East, Hardee County, Florida.

AND

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of Section 17, Township 33 South, Range 25 East, Hardee County, Florida; run thence South along Section line for 445.23 feet; to the centerline of a creek and the Point of Beginning; thence continue South along said line for 215.0 feet; thence East for 324.94 feet to the centerline of creek; thence Northwesterly along centerline of said creek to Point of Beginning, lying in Section 17, Township 33 South, Range 25 East, Hardee County, Florida.