If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between ______________________________ (SELLER) and ______________________________ (BUYER) concerning the Property described as ______________________________

Buyer’s Initials __________ ____________  Seller’s Initials __________ ____________

R. REZONING CONTINGENCY

Buyer’s obligations hereunder are expressly conditioned upon Buyer, at Buyer’s expense, applying for and obtaining rezoning or change of land use of the described Property to the zoning or land use category of ______________________________, under ( □ county/ □ city) ordinances and land use regulations. Buyer’s obligations are further conditioned upon obtaining such Comprehensive Land Use Plan (“CLUP”) amendment(s) as may be necessary to permit such rezoning. Seller agrees to such rezoning/CLUP amendment(s).

Buyer agrees to promptly apply for and diligently pursue said rezoning/CLUP amendment(s). If final government action on said rezoning application has not been obtained by ______________________________ (“Date”), then either party thereafter, by written notice to the other, may terminate this Contract, in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; provided, however, if as of Date, the final public hearing has been scheduled before the governmental board or commission having final authority, then the deadline for satisfaction of this condition shall be extended to the day after the public hearing, but in no event more than ______________________________ (if blank, then 10) days after Date. The Closing shall occur within ______________________________ (if blank, then 10) days following final rezoning approval and, if applicable, land use change.