

Comprehensive Rider to the Residential Contract for Sale and Purchase
APPROVED BY THE FLORIDA BAR

If signed by all parties, the provisions below become part of the Florida Bar Residential Contract for Sale and Purchase between _____ (SELLER) and _____ (BUYER) regarding the Property described as _____

Buyer's Initials _____ Seller's Initials _____

R. REZONING CONTINGENCY

Buyer's responsibilities under this agreement are expressly contingent upon Buyer, at their own expense, submitting an application for and securing rezoning or a change in land use for the Property to the zoning or land use category of _____ under [] county [] city codes and land use regulations. Buyer's obligations also depend on obtaining any Comprehensive Land Use Plan ("CLUP") amendment(s) required to allow such rezoning. Seller consents to these rezoning/CLUP amendment(s).

Buyer agrees to promptly file and actively pursue the rezoning/CLUP amendment(s). If final government approval of the rezoning is not obtained by _____ ("Date"), either party may then, by giving written notice to the other, terminate this Contract. In such an event, the Deposit will be returned to the Buyer, and both the Buyer and Seller will be released from all further obligations. However, if as of that Date, a final public hearing has already been scheduled before the governmental body or commission with authority to decide, the deadline for satisfying this condition will automatically extend until the day after the public hearing, but no more than _____ (if left blank, 10) days after the Date. Closing must then occur within _____ (if left blank, 10) days after final rezoning approval and, if applicable, land use change.