

PURCHASE/SALE AGREEMENT

THIS AGREEMENT made and entered into on this 30th day of March, 2023, by and between, Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter referred to as the "Seller"; and Hernando County Growers' Association, Inc., a Florida Not for Profit Corporation, whose address is 15487 Citrus Way, Brooksville, FL 34614, hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, the parties hereto agree that the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

BEGIN at the Southeast Corner of S ½ of SW ¼ of SW ¼, Section 18, Township 21 South, Range 19 East, run North 430 feet; run West 264 feet, run South 430 feet; run East 264 feet to Point of Beginning.

Parcel ID No.: R18 421 19 0000 0160 0000

Key No.: 332367

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be Ten Thousand and 00/100 Dollars (\$10,000.00), **plus** documentary stamp taxes and recording fees payable in cash, certified check, cashier's check, or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by Hernando County in the Property be transferred to the Buyer as provided in Section 270.11, F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title
Address: 111 N. Main Street Brooksville, FL 34601
Phone Number: 352-796-9416

If this portion is left blank the exchange of Deed and payment of the total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

11. REVERTER: The buyer, Hernando County Growers' Association, Inc. and Hernando County acknowledge that should the property herein cease to be used for public education purposes, title shall revert to Hernando County who may exercise the right of reversion, have the right to take possession of the property and to terminate and re-vest in Hernando County the property conveyed by the Deed to the owner. In such an event, all the monetary investments and improvements made to the Property shall be forfeited without any compensation or right to compensation whatsoever.

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:
HERNANDO COUNTY, a political subdivision of the State of Florida

Attest: _____
Douglas A. Chorvat, Jr., Clerk

By: _____
Chairman/Vice-Chairman

Date: _____

Approved as to legal form and sufficiency:

By: _____
County Attorney

Buyer:
HERNANDO COUNTY GROWERS' ASSOCIATION, INC., a Florida Not for Profit Corporation

Witness: Ashley Allam

By: _____
Michael Sundquist
Treasurer, Director of Market Operations

Print Name: Ashley Allam

Date: 3/30/23

Witness: _____

Print Name: Zachery Johns