

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

**ELECTRONIC FUNDS TRANSFER REQUESTION**



**ORIGINATING DEPARTMENT:** Hernando County Administration

Vendor Name:	Gulf Coast Title		
Vendor #:	Address:	111 N. Main Street	
8097	Address:		
EFT	City/St/ZIP	Brooksville	FL 34601

Invoice Number	Invoice Date	Fund / Department	Account Number	Account Title	Project Code	Amount	Description
10-27-2025	10/27/2025	3321-01662	5606101	Impact Fees, Public Buildings	111913	1,971,121.44	924 Hale Ave
							(Keys 972772 & 1251424)
							Property Acquisition
							BarCodes
							(Constitutional / IT Acquisition)

Comments

TOTAL **1,971,121.44**

Prepared by:	Jessica Wright	Date:	10/27/2025
Reviewed by:	<i>Jessica Wright</i>	Date:	10/27/25
Approved by:	<i>[Signature]</i>	Date:	10/27/2025

**HERNANDO COUNTY  
IMPACT FEE PAYMENT REVIEW**

Date: October 27, 2025

Payee: Hernando County Administration

Amount: \$1,971,121.44

Account Number: 3321-01662-5606101

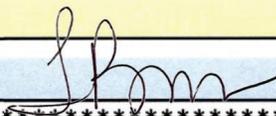
Project Description: IT Department - Purchase new building for IT.

**Purpose of Expense (EXPLAIN IN DETAIL)**

Hernando County is seeking to provide additional space for the Clerk of the Circuit Court and Comptroller. The Clerk's office requires enhanced operational capacity to support growth and fulfill heightened demands to ensure efficient service. Recently, two parcels, Key No.'s 972772 and 1251424, have become available for purchase and are situated near downtown Brooksville, providing enhanced accessibility to all County buildings.

**Impact Fee Justification:**

- New Construction
- Capital Improvement
- Other

Department Direct (or authorized) Signature 

\*\*\*\*\*

**Budget Office**

**Comments:**

*Funding is available in Department Cleared,  
Impact Fee - Public Building. ABA will go to  
CIP 111913 the BOLL for approval to move funds to correct account.*

Budget Approval 

\*\*\*\*\*

**Legal Office**

**Comments:**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

Legal Approval 

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1.  FHA 2.  FmHA 3.  Conv. Unins. 4.  VA 5.  Conv. Ins.  Other 6. File Number: 250910377 7. Loan Number: 8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Hernando County, a political subdivision of the State of Florida, 15470 Flight Path Dr., Brooksville, FL 34604

E. Name & Address of Seller: Sundara Holdings, LLC, a Florida limited liability company, 7190 E Kierland Blvd., Unit 917, Scottsdale, AZ 85254

F. Name & Address of Lender:

G. Property Location: Property Address 924 Hale Ave. Brooksville, Florida 34601 0 Hale Ave. Brooksville, Florida 34601 PIN R27 222 19 3010 0000 0050 R27 222 19 3010 0000 0040

H. Settlement Agent: Gulf Coast Title Co., Inc., 111 North Main Street, Brooksville, FL 34601, (352) 796-9416 Place of Settlement: 111 North Main Street, Brooksville, FL 34601

I. Settlement Date: 10/29/2025 Proration Date: 10/29/2025 Disbursement Date: 10/29/2025

Table with columns for J. Summary of Borrower's Transaction and K. Summary of Seller's Transaction. Rows include 100-105, 106-112, 120-129, 200-209, 210-219, 220-229, 300-303 and 400-405, 406-412, 500-509, 510-519, 600-603.

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

L. Settlement Charges			
		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$1,963,000.00 @ 8.000000% = \$157,040.00			
Division of commission (line 700) as follows:			
701. \$78,520.00 to Compass Florida LLC			
702. \$78,520.00 to Buckner Real Estate, Inc.			
703. Commission paid at settlement \$157,040.00			\$157,040.00
704.			
705. Transaction Fee to Compass Florida LLC			\$475.00
<b>800. Items Payable in Connection with Loan</b>			
801. Loan origination fee			
802. Loan discount			
803. Appraisal fee			
804. Credit report			
805. Lender's inspection fee			
806. Mortgage insurance application fee			
807. Assumption fee			
808.			
809.			
810.			
811.			
812.			
813.			
<b>900. Items Required by Lender to Be Paid in Advance</b>			
901. Interest from			
902. Mortgage insurance premium for			
903. Hazard insurance premium for			
904.			
905.			
<b>1000. Reserves Deposited with Lender</b>			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes			
1005. Annual assessments			
1006.			
1007.			
1008.			
1009.			
<b>1100. Title Charges</b>			
1101. Settlement or closing fee to Gulf Coast Title Co., Inc.		\$325.00	
1102. Abstract or title search to Gulf Coast Title Co., Inc.		\$250.00	
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to			
Includes above item numbers:			
1108. Title Insurance to Gulf Coast Title Co., Inc.		\$7,482.50	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage \$1,963,000.00	\$7,482.50		
1111. Wire to Gulf Coast Title Co., Inc.		\$30.00	\$30.00
1112. Courier to Gulf Coast Title Co., Inc.			\$30.00
1113. Municipal Lien Search to Gulf Coast Title Co., Inc.		\$15.44	
<b>1200. Government Recording and Transfer Charges</b>			
1201. Recording fees: Deed \$18.50		\$18.50	
1202. City/county tax/stamps:			
1203. State tax/stamps: Deed \$13,741.00			\$13,741.00
1204. Record LLC Affidavit to Clerk of Circuit Court			\$10.00
1205.			
1206.			
<b>1300. Additional Settlement Charges</b>			
1301. Survey			
1302. Pest inspection			
1303. 2025 Taxes Property Key 00972772 to Tax Collector			\$33,036.09
1304. 2025 Taxes Property Key 01251424 to Tax Collector			\$909.00
1305. Mobile Notary to Standard Notary Services			\$150.00
1306.			
1307.			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>\$8,121.44</b>	<b>\$205,421.09</b>

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

**CERTIFICATION:**

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. Settlement Agent does not warrant or represent the accuracy of information provided by any party and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

HERNANDO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

SUNDARA HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

\_\_\_\_\_  
Jon A. Jouben  
County Attorney

\_\_\_\_\_  
Brandon Gordon  
Manager

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Scotti Little

\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

## COMPLIANCE AND TAX PRORATION AGREEMENT

File Number: 250910377  
Date: October 29, 2025  
Sellers: Sundara Holdings, LLC, a Florida limited liability company  
Buyers: Hernando County, a political subdivision of the State of Florida  
Closing Agent: Gulf Coast Title Co., Inc.  
Property: 924 Hale Ave., Brooksville, FL 34601  
0 Hale Ave., Brooksville, FL 34601

We, the undersigned Seller(s) and Buyer(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

1. That all contingencies set forth in the Contract for Sale have been complied with.
2. That all utility bills (and condominium assessments, if applicable) including, but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent, Gulf Coast Title Co., Inc.. All matters in regard to the said matters will be handled outside of closing even if such matters appear on the closing statement.
3. That each party will fully cooperate with each other to adjust for clerical errors on any or all closing documentation, if deemed necessary. In addition, to cooperate fully with Gulf Coast Title Co., Inc. and/or the lender to complete and/or correct any documents required to complete the transaction and/or sale of the loan to HUD, VA, FNMA or private lender.
4. Sellers acknowledges that the pay-off statements received by Gulf Coast Title Co., Inc. from current mortgagees may be subject to said mortgagee's final audit after receipt of pay-off funds resulting in a demand by said mortgagee for additional funds and Seller upon request agrees to forward said funds forthwith.
5. That the proration of taxes as shown by the closing statement of this date has been made on the basis of the proration of Ad Valorem Taxes provided by the Property Appraisers Office. This is due to Hernando County being exempt from property taxes once ownership is taken.

That it is understood by the Buyer(s) and Seller(s) with respect to the tax proration that they shall have the option to reprorate the property taxes upon receipt of the final tax bill. This adjustment will be made directly between the parties, and not through the offices of Gulf Coast Title Co., Inc. nor will the title company be responsible for any collections of fees from either party.

Any proration of solid waste assessment shall be completed by closing agent, if applicable. Any discrepancy due to the fact of continuous changes by the property tax office will be the sole responsibility of the parties.

NOTE: Buyer is responsible to pay the current year's taxes whether a bill is received from the Tax Collector's office in November or not. It is Buyer's responsibility to contact the local Tax Collector's office to secure a bill to pay so as not to be delinquent. This will not be the case if taxes are collected for and paid at the time of closing by Gulf Coast Title Co., Inc..

All parties understand and agree that should Gulf Coast Title Co., Inc. have to hire an attorney for enforcement of any of the aforesaid conditions in this transaction, said parties shall be responsible for any attorney's fees, court costs and other costs incurred by title company or lender in order to enforce the obligation herein.

SUNDARA HOLDINGS, LLC, A FLORIDA LIMITED  
LIABILITY COMPANY

HERNANDO COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA

\_\_\_\_\_  
Brandon Gordon  
Manager

\_\_\_\_\_  
Jon A. Jouben  
County Attorney

# FL NOTICE OF POTENTIAL ELIGIBILITY FOR LOWER REISSUE RATE (REVISED)

File No. 250910377

Please note that the Reissue Rate (a reduced premium for title insurance) may be applicable to your transaction. You are eligible for the Reissue Rate so long as your transaction falls within one of the following categories, and you provide a previous owner's title insurance policy as specified below to your title closer at or prior to the closing:

1. Refinancing Transactions – The Reissue Rate is available on mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor;
2. Unimproved Land – The Reissue Rate is available on policies on real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy; or;
3. Transactions Within 3 Years of Prior Policy – The Reissue Rate is available on policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction.

**PLEASE DISCUSS WITH YOUR TITLE CLOSER WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED REISSUE RATE PREMIUM. FAILURE TO PROVIDE A QUALIFYING PRIOR OWNER'S TITLE POLICY AT OR PRIOR TO CLOSING WAIVES YOUR RIGHT TO THE REISSUE RATE.**

I hereby acknowledge that I received this Notice of Potential Eligibility for a Lower Reissue Rate at the time of my first contact with Gulf Coast Title Co., Inc., and that either: (a) I have received the applicable reissue rate, (b) the transaction does not qualify for a reissue rate, or (c) I am waiving any right to the reissue rate because no party to the transaction has provided Gulf Coast Title Co., Inc. with a prior qualifying policy at or before closing.

Please acknowledge your understanding and agreement to the above by signing below.

Date: October 29, 2025

SUNDARA HOLDINGS, LLC, A FLORIDA LIMITED  
LIABILITY COMPANY

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Brandon Gordon  
Manager

HERNANDO COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA

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Jon A. Jouben  
County Attorney

Gulf Coast Title Co., Inc.

Date: October 29, 2025

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Closer: Scotti Little

After Recording Return to:  
Scotti Little  
Gulf Coast Title Co., Inc.  
111 North Main Street  
Brooksville, FL 34601

This Instrument Prepared by:  
Scotti Little  
Gulf Coast Title Co., Inc.  
111 North Main Street  
Brooksville, FL 34601  
as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
R27 222 19 3010 0000 0050 and R27 222 19 3010 0000 0040  
File No.: 250910377

## WARRANTY DEED

**This Warranty Deed**, Made the 29th day of October, 2025, by **Sundara Holdings, LLC**, a Florida limited liability company, having its place of business at **7190 E Kierland Blvd., Unit 917, Scottsdale, AZ 85254**, hereinafter called the "Grantor", to **Hernando County, a political subdivision of the State of Florida**, whose post office address is: **15470 Flight Path Dr., Brooksville, FL 34604**, hereinafter called the "Grantee".

**WITNESSETH:** That said Grantor, for and in consideration of the sum of **One Million Nine Hundred Sixty Three Thousand Dollars and No Cents (\$1,963,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Hernando County, Florida**, to wit:

Lot 4, Less the South 42 feet thereof, and all of Lots 5 and 6, together with all of "C" Street, all of "D" Street, and the East ½ of Abbey Avenue, lying along they're respective common boundaries abutting thereto, all in Parson Addition to the City of Brooksville, as per plat thereof, as recorded in Plat Book 3, at Page 17, Public Records of Hernando County, Florida.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2024, reservations, restrictions and easements of record, if any.

*(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of Limited Liability Company)*

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES  
**TWO SEPARATE DISINTERESTED WITNESSES REQUIRED**

\_\_\_\_\_  
Witness 1 Signature SUNDARA HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Witness 1 Printed Name and Post Office Address: \_\_\_\_\_  
Brandon Gordon  
Manager

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness 2 Signature

Witness 2 Printed Name and Post Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of October, 2025 by Brandon Gordon as Manager of Sundara Holdings, LLC, a Florida limited liability company, on behalf of the Limited Liability Company. He/She/They is/are  Personally Known OR  Produced \_\_\_\_\_ as Identification.

\_\_\_\_\_  
Notary Public Signature (SEAL)  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
 Online Notary (Check Box if acknowledgment done by Online Notarization)

**Gulf Coast Title Co., Inc.**

**111 N. Main Street  
Brooksville, Florida 34601  
Phone: (352) 796-9416  
Fax: (352) 796-6676**

**Wire Instructions**

**make payable to**

**Gulf Coast Title Co., Inc.  
Escrow Account  
Account # **REDACTED****

**Capital City Bank  
7153 Broad Street  
Brooksville, FL 34601  
Phone: 352-587-6700  
ABA # **REDACTED****

**Please Reference Buyer/Borrowers Name and Address of Property**

**\*IMPORTANT\***

**Due to the recent rise with cybercrime in the real estate industry please call Gulf Coast Title to verify the above wire information before wiring your money. Please note anyone that answers the phone can assist with the verification.**



## AGENDA ITEM

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### TITLE

Contract for Purchase of Real Estate With Sundara Holdings, LLC, for Property Located at 924 Hale Avenue for Clerk of Circuit Court and Comptroller Building (Keys 972772 and 1251424)

Contract for Purchase of Real Estate With Sundara Holdings, LLC, for Property Located at 924 Hale Avenue for Clerk of Circuit Court and Comptroller Building (Keys 972772 and 1251424)

### BRIEF OVERVIEW

Hernando County is seeking to provide additional space for the Clerk of the Circuit Court and Comptroller. The Clerk's office requires enhanced operational capacity to support growth and fulfill heightened demands to ensure efficient service. Recently, two parcels, Key No.'s 972772 and 1251424, have become available for purchase and are situated near downtown Brooksville, providing enhanced accessibility to all County buildings.

Staff recommends the approval of the contract for purchase of the property located at 924 Hale Avenue and the adjacent Parcel Key No. 1251424, owned by Sundara Holdings, LLC in the amount of \$1,963,000.00. The legal description is as follows:

Lot 4, less the South 42 feet thereof. All of Lots 5 and 6, together with the following contiguous roads: "C" Street, "D" Street, and the East 1/2 of Abbey Avenue, all in Parson Addition to the City of Brooksville, as per plat thereof, as recorded in Plat Book 3, at Page 17, Public Records of Hernando County, Florida.

Parcel ID Nos.: R27 222 19 3010 0000 0050, R27 222 19 3010 0000 0040  
Key Nos.: 972772, 1251424

### FINANCIAL IMPACT

Funding for this property acquisition and associated closing costs/fees based upon approval from the Board will be budgeted in FY2026, pending approval, in the amount of \$1,936,000.00 in:

**Fund: 3321** - Impact Fees-Public Buildings, **Department: 01662** - Impact Fees-Public Buildings, **Account: 5606101** - Land Acquisition

The proposal also includes utilizing the \$500,000 currently budgeted in FY26 for CIP 111913 for a new Constitutional building. The CIP information is attached.

### LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

**RECOMMENDATION**

It is recommended that the Board approve the Contract for Purchase with Sundara Holdings, LLC for Parcel Key No.'s 972772 and 1251424. It is further recommended that the Board approve and authorize the Chairman's signature on the attached Contract for Sale and Purchase of Real Estate and authorize the County Attorney to sign all documents on behalf of the County which are necessary to close the transaction.

**REVIEW PROCESS**

Kelly Soreng	Approved	08/25/2025	1:37 PM
Lillian Hoyt	Approved	08/27/2025	9:30 AM
Todd Crosby	Approved	08/28/2025	7:50 AM
Albert Bertram	Delegated	09/05/2025	3:21 PM
Jodi Florio	Approved	09/05/2025	3:31 PM
Albert Bertram	Approved	09/05/2025	5:13 PM
Pamela Hare	Approved	09/11/2025	3:43 PM
Jon Jouben	Escalated	09/15/2025	5:18 PM
Pamela Hare	Approved	09/17/2025	8:59 AM
Jon Jouben	Approved	09/17/2025	9:58 AM
Heidi Prouse	Approved	09/17/2025	11:51 AM
Toni Brady	Approved	09/17/2025	8:41 PM
Jeffrey Rogers	Approved	09/17/2025	10:08 PM
Colleen Conko	Approved	09/18/2025	9:41 AM

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	John Allocco
<b>SECONDER:</b>	Brian Hawkins
<b>AYES:</b>	Hawkins, Campbell and Allocco
<b>NAYES:</b>	Amsler and Champion

**CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of September, 2025, by and between **SUNDARA HOLDINGS, LLC**, a Florida limited liability company, whose address is 601 Seven Oaks Court, Brooksville, Florida 34601 ("Seller"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 ("Buyer"), and the parties agree to the following terms and conditions:

1. Seller agrees to sell, and Buyer agrees to purchase the real property located in Hernando County, Florida, described as follows:

Lot 4, less the South 42 feet thereof. All of Lots 5 and 6, together with the following contiguous roads: "C" Street, "D" Street, and the East 1/2 of Abbey Avenue, all in Parson Addition to the City of Brooksville, as per plat thereof, as recorded in Plat Book 3, at Page 17, Public Records of Hernando County, Florida.

Parcel ID Nos.: R27 222 19 3010 0000 0050 and R27 222 19 3010 0000 0040  
Key Nos.: 972772 and 1251424

hereinafter the "Property".

2. Purchase Price. The Purchase Price of the Property shall be One Million Nine Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,963,000.00), which shall be paid in cash at closing, subject only to such prorations and set-offs expressly provided for in this Contract.

3. Title Evidence. Buyer, at Buyer's expense, may obtain an appropriate title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the Real Property, subject only to liens and encumbrances which have been disclosed in this Contract, standard exceptions, or other qualifications as provided in this Contract and which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications expressly provided for in this Contract. Buyer shall have twenty (20) days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall, within ten (10) days thereafter, notify Seller in writing specifying the defect(s). If defect(s) render the title unmarketable, Seller will have thirty (30) days from the receipt of notice to remove the defect(s). If Seller is unable to do so, Buyer or Seller may terminate this Contract. Buyer may elect to accept title subject to such defects as Seller is unable to eliminate if deemed to be in the Buyer's best interest to do so.

4. Effective Date and Facsimile. The date of Contract ("Effective Date") will be the date when the last one of Buyer and Seller has signed this Contract. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

5. Closing Date. This transaction shall be closed, and the deed and other closing papers delivered as soon as practicable, but in no event later than ninety (90) days from the

Effective Date, unless agreed otherwise by the parties or their designated representatives in writing. The County Attorney or his designated Deputy County Attorney or Assistant County Attorney shall be the designated representative for Hernando County. Time is of the essence in this offer, and in the Contract resulting from its acceptance.

6. Restrictions, Easements, and Limitations. Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision, if applicable; public utility easements of record; provided that none of the foregoing operate to prevent use of the Property for public road right-of-way, a frontage road, utilities, and drainage purposes.

7. Possession. Seller warrants that Seller has sole occupancy and possession of the Property unless disclosed in accordance with this Contract. Seller shall deliver occupancy and possession to Buyer at the time of closing.

8. Ingress and Egress. Seller warrants that there is ingress and egress to and from the Property.

9. Attorney's Fees and Venue. Each party shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action or appeal arising from or related to this Contract. The venue of any litigation shall be in the 5<sup>th</sup> Judicial Circuit Court, Hernando County, Florida, or the Florida Federal Court Middle District. As allowed by law, the parties waive their right to a jury trial.

10. Liens. Seller shall furnish to Buyer at closing an affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements made to the Property for one hundred twenty (120) days immediately preceding date of closing. If the Property has been improved within one hundred twenty (120) days of closing, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract. Any releases or waivers will be in addition to Seller's lien affidavit.

11. Place of Closing. The closing shall be held at Gulf Coast Title Company, Inc., 111 North Main Street, Brooksville, FL 34601.

12. Documents for Closing. The Title Company shall prepare or have prepared all documents required for closing, including Warranty Deed, closing statement and affidavit (per Paragraph 10 above), all at Buyer's expense and subject to legal review by the parties.

13. Expenses. The negotiated purchase price includes the cost of State documentary stamps which Seller will pay. The cost of recording any instruments needed to perfect title shall be paid by Buyer. The Buyer shall pay the cost of recording the deed. Seller and Buyer are responsible for each of their own professional and/or engineering expenses.

14. Proration of Taxes. Real and Personal Property Taxes for the year 2025 which are attributable to the period prior to the Closing Date shall be the responsibility of the Seller and shall be paid by Seller on or before closing. Taxes, assessments, interest, other expenses of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by proration to be made through day prior to closing. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence of January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing.

15. Survey. Buyer, at its expense and within the time allowed by the delivery of evidence of title and examination thereof, may have the Property surveyed. If the survey, certified by a registered Florida surveyor, shows an encroachment on the Property or deficiency in amount of acreage, or that improvements located on the Property in fact encroach on lands of others, or intended improvements would encroach on the lands of others, or violates any of the Contract covenants, the same shall be treated as a title defect (per Paragraph 3 above) except where said encroachments are the result of Hernando County.

16. Conveyance. Seller shall convey title to the Property to Buyer by Warranty Deed subject only to those restrictions, easements and limitations specifically set forth in this Contract.

17. Assignability. Neither party may assign this Contract.

18. Default. In the event either party shall default in performance of any of the terms of this Contract, then either party shall have the right to terminate the Contract and if necessary, exercise all remedies in law or in equity.

19. Typewritten or Handwritten Provisions. Typewritten or handwritten provisions inserted in this Contract or attached hereto shall control any printed provision with which it may conflict.

20. Persons Bound. The benefits and obligations of the covenants herein contained shall inure to and bind the respective heirs, personal representatives, administrators, successors and assigns of the parties to this Contract. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

21. Seller's Disclosure. Seller does not know of any fact materially affecting the value of the Property being purchased by Buyer or which is detrimental to the Property, or which may affect Buyer's desire to purchase the Property. Seller certifies that Seller has no knowledge of hazardous environmental conditions on or under the Property. However, if Buyer finds such conditions exist after a Phase I Environmental Site Assessment, Seller may, in Seller's sole

discretion, either (i) remove any hazardous materials found and restore the site to an acceptable condition prior to closing; or (ii) either party may terminate the Contract.

22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it accumulates 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 your County Public Health Unit.

23. Acceptance. Upon receipt of Seller's executed purchase and sale agreement by Buyer, County staff will set this matter at the next available meeting of the Hernando Board of County Commissioners ("BOCC") for their approval. The failure of the BOCC to ratify and approve this document, for any reason, shall render this offer/Contract null and void and neither party shall have any dispute, claim, action or appeal, including monetary damages or specific performance, against the other party.

24. Contingencies. This Contract is subject to the BOCC, voting in the majority, approving this Contract at a duly advertised public meeting. The Seller knows of no conditions or restrictions that would prevent or prohibit use of the Property for government uses.

25. Brokers. The Buyer shall not pay or be liable for any brokerage fee or commission in connection with this matter.

26. Property Condition. Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Agreement. The Buyer will at Buyer's expense and within thirty (30) days from Effective date ("Due Diligence Period") determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, and investigations which Buyer deems necessary. Buyer will give notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.

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IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals.  
EXECUTED by Seller on the 6th day of August, 2025.

WITNESS:

**SELLER:**  
**SUNDARA HOLDINGS, LLC,**  
a Florida limited liability company

By: Angelina Schultz  
Angelina Schultz (Aug 6, 2025 06:43:13 PDT)  
Signature

By: Brandon Gordon  
Brandon Gordon (Aug 6, 2025 06:41:32 PDT)  
Brandon Gordon  
Manager

**Angelina Schultz**  
Print Name  
**9686 Kimble Access**  
Address  
**Pequot Lakes MN 56472**

By: Brad Kuskin  
Signature

**Brad Kuskin**  
Print Name  
**5370 Donald Ross Road**  
Address  
**Palm Beach Gardens, FL 33418**

EXECUTED by Buyer on the 23rd day of September, 2025.

Attest:

**BUYER:**  
**HERNANDO COUNTY, a political**  
**subdivision of the State of Florida**

Heidi Prusse, Deputy Clerk  
Douglas A. Chorvat, Jr.  
Clerk of Court & Comptroller

By: Brian Hawkins  
Brian Hawkins  
Chairman



Approved as to form and legal sufficiency:

Jon Jouben  
County Attorney's Office