

ASSIGNMENT OF STANDARD PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF STANDARD PURCHASE AND SALE AGREEMENT (the "Assignment") is made between GAZELLE HOME OFFERS, LLC, a Wyoming limited liability company that is authorized to conduct business in Florida, whose mailing address is 690 Main Street, # 872, Safety Harbor, Florida 34695 (the "Assignor"), and HERNANDO COUNTY, a political subdivision of the State of Florida, whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Assignee").

RECITALS:

A. Assignor is the Purchaser under that certain Standard Purchase and Sale Agreement (the "Contract"), dated July 12, 2023, with respect to the sale of a certain tract or parcel of land lying and being situate in Brooksville, Hernando County, Florida, more particularly described in the Contract (the "Property"); and,

B. Charles P. Mobley, a natural person, whose mailing address is 2724 Ledo Road, Apt. F84, Albany, Georgia 31707-6672 (the "Seller") is the Seller under the Contract; and,

C. A true, correct, and complete copy of the Contract is attached as Exhibit "A" hereto; and,

D. Assignor desires to transfer, assign, and set over to Assignee and Assignee desires to accept from Assignor all of Assignor's right, title, and interest in, to and under the Contract.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by Assignor, the parties agree as follows:

1. Assignment of Contract. Assignor hereby assigns all of its rights and obligations in and under the Contract to Assignee, effective from and after the date of the Assignment Effective Date (as defined below). Assignee hereby accepts the foregoing assignment and Assignor's rights in and under the Contract, and assumes all of Assignor's obligations under the Contract, from and after the date of the Assignment Effective Date. Assignee hereby makes to Seller the representations and warranties made by Assignor under the Contract, as fully as if Assignee were the original Buyer under the Contract. Notwithstanding anything to the contrary in this Assignment, Assignor is not released from any obligations under the Contract, whether prior to or following the closing.

2. Representation and Warranties of Assignor. Assignor represents and warrants that:

(i) Assignor has the authority to execute, deliver, and perform its representations and warranties pursuant to this Assignment; and,

(ii) Assignor has not encumbered or assigned the Contract in whole or in part and agrees to execute and deliver such additional documents as may be required to effectuate this Assignment; and,

(iii) There are no amendments or modifications to the Contract as of the date of this Assignment; and,

(iv) To Assignor's knowledge no dispute, right of set-off, claim, counterclaim, or defense exists with respect to any provision of the Contract.

3. Assignment Fee. Assignee shall pay Assignor an assignment fee of \$12,000.00, which shall be payable to Assignor at time of closing.

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

5. Effective Date and Facsimile. Notwithstanding Assignor's and Assignee's execution and delivery of this Assignment, this Assignment shall not be effective, and shall not have any force or effect, unless and until Seller delivers his acknowledgment and consent to this Assignment, as indicated below. The date of Seller's acknowledgment and consent shall constitute the "Assignment Effective Date." A facsimile copy of this Assignment and any signatures hereon shall be considered for all purposes as originals.

6. Closing Date. Pursuant to Paragraph 3 of the Contract, this transaction shall be closed, and the deed and other closing papers delivered as soon as practicable, but in no event later than October 24, 2023, unless agreed otherwise by the parties or their designated representatives in writing. The County Attorney or his designated Assistant County Attorney shall be the designated representative for Hernando County. Time is of the essence in this Assignment.

7. Restrictions, Easements, and Limitations. Assignee 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; and 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.

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

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

10. 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 the Contract

and this Assignment. The venue of any litigation shall be in the 5th Judicial Circuit Court, Hernando County, Florida, or the U.S. Middle District Court, Tampa Division. As allowed by law, the parties waive their right to a jury trial.

11. Liens. Assignor shall obtain from Seller and shall furnish to Assignee 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, Assignor shall obtain from Seller and shall furnish to Assignee at closing releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and material men, 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.

12. Place of Closing. Pursuant to Paragraph 4 of the Contract, the closing shall be held at Gulf Coast Title Company, Inc., 111 North Main Street, Brooksville, Florida 34601.

13. 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 11 above), all at Assignee's expense and subject to legal review by the parties.

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

15. Proration of Taxes. Real and Personal Property Taxes for the years 2023 and before 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.

16. Survey. Assignee, 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 4 above) except where said encroachments are the result of Hernando County.

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

18. Assignability. Neither party may assign this Assignment.

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

20. 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.

21. 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 the Contract and this Assignment. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

22. Assignor's Disclosure. Assignor does not know of any fact materially affecting the value of the Property being purchased by Assignee or which is detrimental to the Property, or which may affect Assignee's desire to purchase the Property. Assignor certifies that it has no knowledge of hazardous environmental conditions on or under the Property. However, if Assignee finds such conditions exist after a Phase I Environmental Site Assessment, either party may terminate this Assignment.

23. 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 your County Health Department.

24. Acceptance. Once Assignee receives an executed copy of this Assignment, Assignee's staff will set the Contract and this Assignment at the next available meeting of the Hernando Board of County Commissioners ("BOCC") for its approval. The failure of the BOCC to ratify and approve the Contract and this Assignment, for any reason, shall render this Assignment null and void and neither party shall have any dispute, claim, action, or appeal, including monetary damages or specific performance, against the other party.

25. Contingencies. This Assignment is subject to the BOCC, voting in the majority, approving the Contract and this Assignment at a duly advertised public meeting. Seller and Assignor know of no conditions or restrictions that would prevent or prohibit use of the Property for government purposes.

26. Brokers. Assignee shall not pay or be liable for any brokerage fee or commission in connection with this matter.

27. Property Condition. Seller will deliver the Property to Assignee at the time agreed in its present "as is" condition and will maintain the landscaping and grounds in a comparable condition. In the event the condition of the Property has materially changed since the expiration of the Due Diligence Period, Assignee may elect to terminate this Assignment. Assignee will, at Assignee's expense and within thirty (30) days from the Assignment Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Assignee's sole and absolute discretion. During the Due Diligence Period, Assignee may conduct any tests, analyses, surveys, and investigations which Assignee deems necessary. Assignee

will give notice to Assignor and Seller prior to the expiration of the Due Diligence Period of Assignee's determination of whether or not the Property is acceptable.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals.

WITNESS:

ASSIGNOR:

GAZELLE HOME OFFERS, LLC
a Wyoming limited liability company

By: *Aj.*
Signature

By: *Haider Ali*
Signature
Date: 09-07-23

 Amin Ali
Print Name

 HAIDER ALI, Managing Member
Print Name and Title

Attest:

ASSIGNEE:

HERNANDO COUNTY, a political subdivision of
the State of Florida

 Heidi Kuppe Deputy Clerk
Douglas A. Chorvat, Jr., Clerk



By: *[Signature]*
John Allocco, Chairman
Date: 10-24-2023

Approved as to form and legal sufficiency:

 [Signature]
County Attorney's Office

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SELLER'S CONSENT TO ASSIGNMENT BY ASSIGNOR

I, Charles P. Mobley, being a party to the Contract, consent to the assignment of the Contract by Assignor to Assignee.

WITNESS:

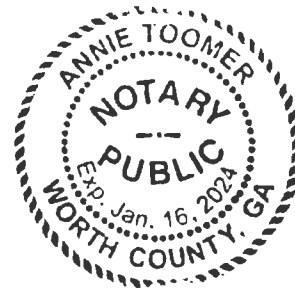
By: Laureen Mobley
Signature
Laureen Mobley
Print Name

By: Charles P. Mobley
Charles P. Mobley
Date: 9-6-23

STATE OF Georgia
COUNTY OF Dougherty

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of September 2023, by Charles P. Mosley, who is personally known to me or has produced Driver license as identification.

Annie Toomer
Notary Public



Standard Purchase and Sale Agreement

This agreement is made this 12th day of July, 2023

between Seller(s) Charles P Mobley

and Buyer(s) Gazelle Home Offers, LLC

and/or assigns.

Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described below:

Parcel ID: APN # R26 122 19 0460 0050 0000

City, State & Zip: Brooksville, FL 34601

Legal description: HORTONS ADDITION TRACT 5

The purchase price to be paid as follows:

Earnest Money Deposit \$ 00.00

Cash to Seller at Closing \$ 23,000.00

Total Purchase Price \$ 23,000.00

1. **EARNEST MONEY** to be deposited with a licensed title company or attorney.
2. **PRORATIONS, IMPOUNDS & SECURITY DEPOSITS:** Loan interest, property taxes, insurance, and rents shall be prorated as of the date of closing. All security deposits shall be transferred to buyer at closing. All impound accounts for taxes and insurance are included in the purchase price and shall be transferred to buyer at closing. Any shortage in these accounts shall be charged to seller at closing.
3. **CLOSING DATE AND TRANSFER OF TITLE:** This transaction shall close on or before 24th Oct 2023. Closing will be held at Gulf Coast Title and Seller(s) agree to transfer marketable title free and clear of all encumbrances except those listed and pay any required state taxes or stamps required to record deed and mortgage.
4. **DAMAGE TO PROPERTY:** Seller shall maintain property in its current condition and keep it insured against all loss until closing. In the event of destruction covered by insurance, buyer may elect to close and collect the insurance proceeds.
5. **DEFAULTS:** If buyer defaults under this contract, any and all monies deposited by buyer(s) shall be retained by seller as full liquidated damages. If seller defaults, buyer may pursue all remedies allowed by law and seller agrees to be responsible for all costs incurred by buyer as a result of sellers default.

Exhibit "A"

6. SUCCESSORS AND ASSIGNEES: The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.

7. ACCESS: Sellers agree that buyers will have access during reasonable hours to view the property.

8. INSPECTION:(a) Buyer shall have 71 business days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract.

9. The Title report and survey, if required, will be ordered promptly and, if not available on the settlement Date, or if Issues arise with Title search (such as Probate, Tax Liens, Payoff statements, etc.) then Settlement may be delayed for up to 40 business days to obtain clear title report and survey after which this Contract, at the option of the Buyer, may be terminated and the Deposit will be refunded in full to the Buyer.

10. Closing Costs: Seller will pay 0% Buyer will pay 100%

11. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under FL Law and if not understood, parties should seek competent legal advice. If any signature is faxed or digitally produced it shall have the same legal force and effect as an original ink signature.

12. Survival of Agreement: This Agreement shall survive the closing, execution and delivery of the Warranty Deed, as agreed herein by the undersigned. Buyer intends to buy, sell, rent or trade for a profit.

13. ADDITIONAL TERMS AND CONDITIONS:

The undersigned have read the above information, understand it and verify that it is correct.

Date: 7/28/23 Date: 7/31/2023

Seller: Charles P. Mobley Buyer: [Signature]

DocuSigned by:
Hester Ols
EBB0228432041E...

Charles P Mobley

Gazelle Home Offers, LLC

Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS®



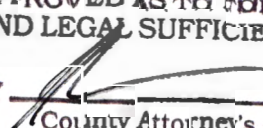
Addendum No. 1 to the Contract dated October 2023 between
Gazelle Home Offers, LLC (Seller)
and Hernando County (Buyer)

concerning the property described as:

Tract 5 of Horton Addition, as recorded in Plat Book 3, Page 33, of the Public Records of Hernando County Parcel Key 13087

(the "Contract"). **Buyer** and **Seller** make the following terms and conditions part of the Contract:

The closing date shall be extended to within ninety (90) days after the Chairman of The Hernando County Board of County Commissioners has signed the Assignment of Standard Purchase and Sale Agreement for the purchase of parcel Key 13087 from Gazelle Home Offers, LLC.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

Date: 10/24/2023

Buyer: 

Date: _____

Buyer: _____

Date: 10/24/2023

Seller: Frederic Alb

Date: _____

Seller: _____

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