

PURCHASE/SALE AGREEMENT

**COUNTY OF HERNANDO
STATE OF FLORIDA**

THIS AGREEMENT made and entered into on this 27th day of June, 2023, by and between, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Dr., Brooksville, Florida 34604, hereinafter referred to as the "Seller"; and Timothy L. Stoops and Sue S. Stoops, individually as husband and wife and as Trustees of the Stoops Family Trust, U/A/D June 10, 2016, whose marital status is Married and whose address is 4978 Southern Valley Loop, Brooksville, FL 34601 hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, 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:

Lot 3, Block 16, Southern Hills Plantation, Phase 3, according to the plat thereof as recorded in Plat Book 37, Page 45, of the Public Records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R03 223 19 3574 0160 0030

Property Appraiser's Key No.: 1637802

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

1. The purchase price shall be Sixty-Five Thousand Dollars (\$ 65,000.00), **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 the County in the Property be transferred to the Buyer as provided in Section 270.11(3), 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

*Purchase Sale Agreement
Between Hernando County and*

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 Company
Address: 111 N. Main Street, Brooksville, FL 34601
Phone Number 352-796-9416

If this portion is left blank the exchange of Deed and 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.

DISCLOSURE: BUYER is responsible to satisfy all CDD, HOA and any other outstanding liens to obtain a title insurance commitment and policy. No outstanding real estate taxes or real estate tax liens or assessments exist due to Hernando County ownership. The CDD O & M fees and Southern Hills Plantation Social Club dues are understood to be waived, but subject to Buyer confirmation. Any Estoppel fees or lien release fees to be paid by Buyer. The following summary of potential outstanding liens as of 05/16/23 and subject to change and/or revision are as follows:

**Outstanding CDD fees to be satisfied by Buyer: \$7,157.52 (subject to Buyer confirmation)
HOA Dues, fees and interest to be satisfied by Buyer: \$1,720.46 (but increases monthly approximately \$100.00 & subject to Buyer confirmation). Buyer responsible for any estoppel, lien release, fees and charges for HOA or CDD balances as of closing date.**

Buyer to research all Restrictions, Covenants, building requirements, required asocial club membership elements and any other subject regarding lot or home ownership in Southern Hills Plantation via www.sohilly.com.

Title Insurance Exception- The County acquired title to the subject property via Escheatment Tax Deed on 10/4/2021. Per Florida Statutes 95.192, Limitation upon acting against tax deed- *When a tax deed has been issued to any person under s. 197.552 for 4 years, no action shall be brought by the former owner of the property or any claimant under the former owner.* Thus, the following title insurance exception, subject to amendment, will be included on an Owner's Title Commitment and final Title Insurance Policy:

Any interest of "the prior owner" and those having a recorded interest in the subject property prior to the issuance of that certain Escheatment Tax Deed recorded in Official Records Book 4064, Page 975 of the Public Records of Hernando County, Florida. In

*Purchase Sale Agreement
Between Hernando County and*

addition, any loss or damage caused as a result of a claim of unmarketability due to the lack of a quiet title action to establish the validity of the said Escheatment Tax Deed.

Buyer comprehends the Title Insurance Policy Exception, or Buyer should seek independent legal counsel prior to contract execution, and Buyer agrees to purchase and close the transaction subject to the exception.

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.



Attest: Heidi Kuyper, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk

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

By: [Signature]
John Allocco, Chairman

Witness: Robert Buckner

Print Name: Robert Buckner

Witness: Robert Buckner

Print Name: Robert Buckner

Buyer:
By: Sue S. Stoops
Sue S. Stoops, Individually & as Trustee of the Stoops Family Trust U/A/D June 10, 2016

By: Timothy L. Stoops
Timothy L. Stoops, Individually & as Trustee of the Stoops Family Trust U/A/D June 10, 2016

*Purchase/Sale Agreement
Between Hernando County and*

