

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT made and entered into this 29<sup>th</sup> day November of 2022, by and between **DERRICK RIVERA**, whose marital status is Unmarried, and whose address is 4421 Millwood Road, Apartment D, Spring Hill, Florida 34608, ("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:

Tract "C", SPRING HILL, UNIT 6, according to the plat thereof as recorded in Plat Book 8, Pages 1-10, of the Public Records of Hernando County, Florida.

Parcel ID No.: R32 323 17 5060 00C0 0000 Key No.: 412351

2. Purchase Price. The Purchase Price of the Property shall be Seven Thousand and 00/100 Dollars (\$7,000.00), 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 offer. 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 one hundred eighty (180) days from the Effective Date, unless agreed otherwise by the parties or their designated representatives in writing. The County Attorney or his 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; 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.

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 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.

11. Place of Closing. The closing shall be held at Gulf Coast Title Company, Inc., 111 North Main Street, Brooksville, Florida 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 years 2022 and after shall be paid by Seller on or before closing. Taxes, assessments, interest and 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 Sale and Purchase 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 26<sup>th</sup> day of October, 2022.

WITNESSES:

SELLER:

By: Jessica Mattingly  
Signature

By: Derrick Rivera  
Derrick Rivera

Jessica Mattingly  
Print Name

By: Dennis Sanderson  
Signature

Dennis Sanderson  
Print Name

EXECUTED by Buyer on the 20<sup>th</sup> day of November, 2022.

ATTEST:

BUYER:

HERNANDO COUNTY, a political  
subdivision of the State of Florida

*fa* Heidi Knuppe, Deputy Clerk  
Douglas A. Chorvat, Jr., Clerk

By: John Allocco  
Chairman



Approved for form and legal sufficiency:

[Signature]  
County Attorney