## **PURCHASE/SALE AGREEMENT**

THIS AGREEMENT made and entered into on this 5 day of \_\_\_\_\_\_\_, 2024, 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 \_\_\_\_\_\_ William F Richards Jr., a married man, whose address is 1745 Bearberry Cir, Suite 106, Lutz, FL 33559 hereinafter referred to as the "Buyer."

## WITNESSETH

NOW, THEREFORE, THE PURCHASE PRICE 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:

Commence at the East 1/4 Corner of Section 31, Township 22 South, Range 20 E, Hernando County, Florida; Thence Along the North Boundary Line of The Southeast 1/4 of said Section 31, S 87°44'04" W, A Distance of 1308.28 Feet To the West Boundary Line of the E 1/2 of the Southeast 1/4 of said Section 31; Thence Along said West Boundary Line, S 00°50'53" E A Distance of 321.29 Feet to the East Right of Way of Cedar Lane; Thence Along said East Right Of Way, S 13°16'51" E A Distance of 53.24 Feet; Thence S 17°31 '24" E A Distance Of 128.82 Feet; Thence S 01°36'52" E Distance of 16.12 Feet; Thence Leaving Said East Right of Way, N 89°08'56" E A Distance of 359.06 Feet; Thence N 02°15'56" W a Distance of 267.16 Feet; Thence N 87°44'04" E A Distance of 907.17 Feet to the East Boundary Line of Said Section 31; Thence Along Said East Boundary Line, N 00°52'12" W a Distance of 255.64 Feet to the Point of Beginning, Containing 10.0 Acres, More or Less

Property Appraiser's Key No.: 369327

Property Appraiser's Parcel ID No.: R31 422 20 0000 0170 0000

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

- 1. The purchase price shall be <u>Two hundred and ten thousand dollars</u> and 00/100 Dollars (\$\_210,000\_), **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 111 N. Main St. Co., Inc. Address: 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.

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.

Disclosure: The subject property has areas within the flood plain and/or flood zone. Buyer is solely responsible to research and determine any and all requirements for flood plain mitigation and minimum base floor elevation for any improvements. Further, the subject property is subject to a Temporary Utility Easement recorded in ORB 3321, Page 1056, Public Records of Hernando County, Florida. Buyer is solely responsible to review and understand the terms and conditions of the Easement.

HERNANDO COUNTY, a political subdivision of the State of Florida

Chorvat,

Date: June 25, 2024

Approved as to legal form and sufficiency:

ounty Attorney's Office

Charles Buckner Witness:	By: _ William F. Richards Jr
**************************************	William F Richards Jr Name/Title
Print Name: Charles Buckner	Date:
Witness:	
	Name/Title
Print Name:	Date: