

PURCHASE/SALE AGREEMENT

**COUNTY OF HERNANDO
STATE OF FLORIDA**

THIS AGREEMENT made and entered into on this 28th day of March, 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, FL 34604, hereinafter referred to as the "Seller"; and Brooksville Investment Group, LLC, a Florida Limited Liability Company, whose marital status is NA, and whose address is 20300 Gamble Drive, 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:

A Tract 30 feet x 168 feet x 100 feet x 161 feet MOL in the West 1/2 of the NW 1/4 of the NE 1/4 in Section 15, Township 22 S., Range 18 E. in Hernando County, Florida, per ORB 1365, Page 251 Public Records of Hernando County, Florida.

Property Appraiser's Key No.: 350934

Property Appraiser's Parcel ID No.: R15 422 19 0000 0060 0000

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

1. The purchase price shall be Five Thousand (\$ 5,000.00), **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 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,

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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
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: The subject property is dependent upon access via an easement which MAY be located on the adjoining property to the East (Key # 351611) but subject to Buyer confirmation via research or survey at Buyer expense. Buyer would be responsible for any clearing of easement at sole expense of Buyer.

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.

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

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



By: [Signature]
John Allocco, Chairman

Witness: Charles Buckner

Print Name: Charles Buckner

Witness: Charles Buckner

Print Name: Charles Buckner

Buyer: Seth Noe
By: _____
Brooksville Investment Group, LLC

by: Seth A. Noe, MGR

By: Justin Noe
By: _____
Brooksville Investment Group, LLC

by: Justin R. Noe, MGR

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