

PURCHASE/SALE AGREEMENT

**COUNTY OF HERNANDO
STATE OF FLORIDA**

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, 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 Cathy Lee Berry & Robert E. Berry Sr., Husband and Wife, whose marital status is Married and whose address is 1807 Windemere Ave., Madison Heights, Michigan 48071 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 59, TALISMAN ESTATES, UNIT 3, according to the Plat thereof, recorded in Plat Book 16, Page 25, of the Public Records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R14 123 21 1284 0300 0590

Property Appraiser's Key No.: 715916

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

1. The purchase price shall be Six Thousand Five Hundred Dollars (\$ 6,500.00), 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. Pursuant to Florida Statute 270.11, the Seller reserves its mineral rights.

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,

*Purchase/Sale Agreement
Between Hernando County and*

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: The subject property has an area or potentially the entire property located within a 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, including but not limited to, a dwelling unit, garage, outbuilding, septic tank, driveway, well or any potential mitigating elements. Buyer understands and acknowledges any improvements may be challenging to obtain or construct, and Buyer should confirm and understand any mitigating requirements prior to execution of the contract and potential closing.

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: _____
Douglas A. Chorvat, Jr., Clerk

By: _____
Chairman / Vice-Chairman

Witness: Robert E. Berry Jr.
Print Name: ROBERT E. BERRY JR.

Buyer: Cathy Lee Berry
By: Cathy Lee Berry

Witness: Robert E. Berry Jr.
Print Name: ROBERT E. BERRY JR.

By: Robert E. Berry Sr.
Robert E. Berry

