## **PURCHASE/SALE AGREEMENT**

## COUNTY OF HERNANDO STATE OF FLORIDA

## 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:

Begin at the Southeast Corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 21, South, Range 19 East, run North 430 feet; run West 264 feet; run South 430 feet, run East 264 feet to the Point of Beginning.

Property Appraiser's Key No.: 332367

Property Appraiser's Parcel ID No.: R18 421 19 0000 0160 0000

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

- 1. The purchase price shall be <u>One Hundred Ninety-Nine Thousand Dollars</u> (\$ 199,000.00 ), **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,

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.

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.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney's Office