

CONTRACT FOR SALE AND PURCHASE OF LEASEHOLD IMPROVEMENT

THIS CONTRACT, made and entered into this ____ day of _____, 2022, by and between Pamela Wilfong, whose address is 21033 Violet Road, Brooksville, Florida 34601 ("Pamela Wilfong" or "Seller") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 ("Hernando County" or "Buyer"), and the parties agree to the following terms and conditions:

WITNESSETH:

WHEREAS, Hernando County is the owner of that certain real property legally described as the Northern 388.51' of Lot 37, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80-83, of the Public Records of Hernando County, and that has a street address of 15470 Flight Path Drive, Brooksville, FL 34604 ("Lot 37"); and,

WHEREAS, on April 24, 2007, the Parties entered into that certain "Ground Lease Agreement," which was recorded in the Public Records of Hernando County, Florida at OR Book 2434, Pages 756-780, whereby Dennis Wilfong and Pamela Wilfong (collectively, "the Wilfongs"), leased Lot 37 from Hernando County; and,

WHEREAS, on October 27, 2009, the Wilfongs and Hernando County entered into the "First Amendment to Ground Lease Agreement," which was recorded in the Public Records of Hernando County, Florida at OR Book 3875, Pages 1274-1277; and,

WHEREAS, the Wilfongs own certain improvements that are situated on Lot 37, including but not limited to a warehouse containing approximately 1,818 square feet (the "Warehouse") and an office building containing approximately 17,136 square feet (the "Office Building") (the Warehouse, Office Building, and other improvements, collectively the "Improvements"); and,

WHEREAS, on October 27, 2020, the Wilfongs entered into the "Lease Agreement" whereby Hernando County subleased the Warehouse and the Office Building from the Wilfongs; and,

WHEREAS, on January 1, 2021, Hernando County and Tracers Information Specialists, Inc., entered into that certain "Sublease Agreement" whereby Hernando County sub-subleased certain areas within the Warehouse and Office Building to Tracers Information Specialists, Inc., with the consent of the Wilfongs; and,

WHEREAS, Dennis Wilfong passed away on August 26, 2021; and,

WHEREAS, Pamela Wilfong now desires to sell to Hernando County, and Hernando County now wishes to purchase from Pamela Wilfong, all of the improvements that Pamela Wilfong owns that are situated on Lot 37, including but not limited to the Warehouse and the Office Building, together with (1) all fixtures, equipment, furniture, furnishing, appliances, supplies, and any other

personal property of every nature and description attached or pertaining to, or otherwise used in connection with, all or any part of the Improvements other than the Warehouse (except such as are owned by anyone other than Pamela Wilfong), if any (collectively, the "Improvement Personalty"); (2) all fixtures and equipment attached to, and that certain glass conference table and chairs located within, the Warehouse (collectively, the "Warehouse Personalty"); and (3) all easements, appurtenances, rights, and privileges belonging to the Improvements (collectively, the "Appurtenances"); and,

WHEREAS, the Improvements, the Improvement Personalty, the Warehouse Personalty, and the Appurtenances are hereinafter collectively referred to as the "Property."

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are incorporated as if fully set forth herein.

2. Sale of Property. Seller sells to Buyer and Buyer purchases from Seller the Property at the Closing (see Section 7 below), subject to and on the terms and conditions contained herein.

3. Purchase Price. The Purchase Price of the Property shall be Two Million Five Hundred Fourteen Thousand One Hundred Fifty-Six and 04/100's Dollars (\$2,514,156.04), which shall be paid in cash at closing, subject only to such prorations and set-offs expressly provided for in this Contract.

4. Seller's Warranty of Power and Authority. In light of the death of Dennis Wilfong, Seller warrants that she has the power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby.

5. 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 Property. Seller shall convey marketable title, via Warranty Deed, and shall be free and clear of any and all liens and encumbrances. Buyer shall have twenty (20) days from date of receiving evidence of title to examine it. If title is found to be 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 may either terminate this Contract or pursue any other remedy available to Buyer in law or equity. Buyer may elect to accept title subject to such exceptions as Seller is unable to eliminate.

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6. Effective Date; Facsimile. The date of this Contract (the "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.

7. 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 ninety (90) days from the Effective Date, unless agreed otherwise by the parties or their designated representatives in writing. The County Attorney or his designated 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.

8. 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; public utility easements of record; taxes for the year of closing and subsequent years; provided that none of the foregoing operate to prevent use of the Property for public road right-of-way, utilities and drainage purposes.

9. Possession. *The parties agree that Buyer* ~~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.

10. Ingress and Egress. Seller warrants that there is ingress and egress to and from the Property.

11. Attorney's Fees; Venue. Each party shall be responsible for its own costs and attorneys fees in the event of any dispute, claim, action or appeal arising from or related to this Contract. The exclusive venue of any litigation shall be in the federal or state courts of Hernando County, Florida, and each party waives all objections to jurisdiction and venue of such courts.

12. Jury Trial Waiver. Each party irrevocably waives any and all rights that it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Contract, any documents executed in connection with this Contract, or any transaction contemplated in any of such documents. Each party hereby acknowledges that the foregoing waiver is knowing and voluntary.

13. 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 and twenty (120) days immediately preceding date of closing. If the Property has been improved within one hundred and twenty (120) days of closing, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen, 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.

14. Place of Closing. The closing shall be held at Gulf Coast Title Company, Inc., 111 North Main Street, Brooksville, Florida 34601 (the "Title Company").

15. 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 13 above), all at Buyer's expense and subject to legal review by the parties. The conveyance of the Property shall be by Warranty Deed.

16. Expenses. This transaction is exempt from State documentary stamps. 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. Each party shall be responsible for its own professional and/or engineering expenses.

17. Proration of Taxes. Real, Tangible, and Personal Property Taxes for the years 2022 and before shall be paid by Seller on or before closing. Taxes, assessments, rent, interest, insurance 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 prorations to be made through the 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 the current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Property by January 1st of the year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, a 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 the request of either party, be readjusted upon receipt of the tax bill on the condition that a statement to that effect is signed at closing.

18. 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 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 5 above) except where said encroachments are the result of Hernando County.

19. 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.

20. Assignment. Neither party may assign this Contract.

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21. Default. In the event either party shall default in the performance of any of the terms of this Contract, then the other party shall have the right to exercise all remedies in law or in equity.

22. 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.

23. 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.

24. 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 the Property is free from hazardous environmental conditions. If Buyer finds such conditions exist after a Phase I Environmental Site Assessment, Seller is required to remove, at Seller's expense, any hazardous materials found and to restore the site to an acceptable condition prior to closing, or alternatively, either Party may terminate the Contract.

25. Radon Gas. Radon is a naturally occurring radioactive gas that when accumulated 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.

26. Acceptance. Upon receipt thereof by Buyer, duly executed by Seller, county staff will set this matter at the next available meeting of the Board of County Commissioners ("BOCC") for their ratification and 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.

27. Contingencies. This Contract is contingent upon (1) the BOCC, voting in the majority, ratifying and approving this Contract at a duly advertised public meeting; and (2) a Phase I environmental assessment with no findings; and (3) a building inspection with no findings of major structural issues (defined as greater than \$25,000 in repairs). The Seller knows of no conditions or restrictions that would prevent or prohibit use of the Property for government-related uses.

28. Brokers. The Buyer shall pay no brokerage fee or commission of any kind or manner whatsoever in connection with this matter and/or the closing of this transaction.

29. Existing Leases. Upon the closing of this transaction, the conveyance of the executed deed (or other instrument conveying title as approved by the Buyer) from the Seller to the Buyer, and

other documentation from Seller as might be required by Buyer, the Ground Lease Agreement, the First Amendment to the Ground Lease Agreement, and the Lease Agreement, as those documents have been identified in the Recitals above (collectively, the "Existing Leases"), shall be deemed terminated and forever canceled. In addition, upon the foregoing occurring, the parties to the Existing Leases shall fully and forever release each other from said Existing Leases and from any and all disputes, claims, actions or causes thereunder or arising out of or related to said Existing Leases, but excluding violation(s) of any applicable environmental law(s).

30. Cooperation Regarding Termination of Sub-Sublease. The Parties acknowledge that upon the termination of the Existing Leases, the "Sublease Agreement," dated January 1, 2021, entered into between Hernando County and Tracers Information Specialists, Inc., will automatically terminate. Seller agrees to cooperate with Buyer, at Buyer's expense, in executing such documents or applications that may be required, if any, for Buyer to take physical possession of the sub-subleasehold.

31. Due Diligence Inspections; Waiver of Claims; and Right to Terminate. Notwithstanding anything else contained in this Contract to the contrary, Buyer and Seller agree that Buyer shall have until the earlier of (i) ninety (90) days from the Effective Date, or (ii) the closing (the "Due Diligence Period"), to conduct whatever property inspections, physical tests, and any other inquiries Buyer deems necessary or advisable to confirm or determine the physical condition of the Property. If, as a result of information first discovered during the conduct of this due diligence, Buyer reasonably disapproves of the condition of the Property or any of the improvements located thereon, then Buyer shall have the right to terminate this Contract. If Buyer does not give written notice of its disapproval of the condition of the Property or the improvements located thereon during the Due Diligence Period, then Buyer shall have no further claims or causes of action against Seller arising out of or relating in any manner to these matters, and shall be deemed to have waived all such claims or causes of action relating to the condition of the Property.

32. Removal of Warehouse Personalty. With the exception of that certain glass coffee table that is included in the Property, Seller shall remove all personalty from the warehouse prior to the closing.

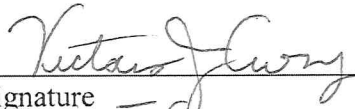
33. Voluntary Transaction; Exchange of General Releases; Eminent Domain. The Parties agree that this is a voluntary transaction. Upon Buyer tendering payment to Seller at closing, and Seller tendering the Warranty Deed (or other Buyer-approved instrument) to Buyer at closing, each party shall execute and deliver a General Release in favor of and to the other party wherein each party fully and forever releases and discharges any and all disputes, claims, actions or appeals, including those based upon eminent domain, condemnation and/or governmental taking, against the other party arising from or related to this Contract and/or Buyer's acquisition of the Property.

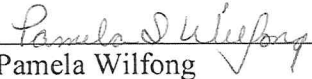
34. General Warranties. Any and all warranties related to the Property as defined in the recitals of this Agreement shall transfer to the Buyer.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals.

EXECUTED by the Seller on this _____ day of _____, 2022.

SELLER

Witness: 
Signature
Victoria J Curry
[Print Name]

By: 
Pamela Wilfong

Witness: 
Signature
Kim Stanfield
[Print Name]

EXECUTED by the Buyer on this _____ day of _____, 2022.

Attest:

**HERNANDO COUNTY BOARD
OF COUNTY COMMISSIONERS**

Douglas A. Chorvat, Jr., Clerk

By: _____
Steve Champion, Chairman

Approved as to form and legal sufficiency:


County Attorney's Office