

**PURCHASE/SALE AGREEMENT**

**COUNTY OF HERNANDO  
STATE OF FLORIDA**

THIS AGREEMENT made and entered into on this 23<sup>rd</sup> day of May, 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 Allie Property Holdings, Inc., a Florida Corporation, whose marital status is NA, and whose address is 6142 Waters Way, Spring Hill, FL 34607, 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 1, MAGNOLIA MANOR, as per plat thereof, recorded in Plat Book 15, Page 76, Public Records of Hernando County, Florida. Subject to an Easement over the East 15 feet thereof as recorded in ORB 2124, Page 413, Public Records of Hernando County, Florida.

Property Appraiser's Key No.: 593968

Property Appraiser's Parcel ID No.: R25 221 18 2675 0000 0010

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

1. The purchase price shall be Twenty Thousand (\$ 20,000.00), 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.

*Purchase Sale Agreement*

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.

**Title Insurance Exception- The County acquired title to the subject property via Escheatment Tax Deed on 01/18/2022. Per Florida Statutes 95.192, Limitation upon acting against tax deed- *When a tax deed has been issued to any person under s. 197.552 for 4 years, no action shall be brought by the former owner of the property or any claimant under the former owner.* Thus, the following title insurance exception, subject to amendment, will be included on an Owner's Title Commitment and final Title Insurance Policy:**

**Any interest of "the prior owner" and those having a recorded interest in the subject property prior to the issuance of that certain Escheatment Tax Deed recorded in Official Records Book 4115, Page 441 of the Public Records of Hernando County, Florida. In addition, any loss or damage caused as a result of a claim of unmarketability due to the lack of a quiet title action to establish the validity of the said Escheatment Tax Deed.**

**Buyer comprehends the Title Insurance Policy Exception, or Buyer should seek independent legal counsel prior to contract execution, and Buyer agrees to purchase and close the transaction subject to the exception.**

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: Hiedi Kuzge, Deputy Clerk  
Douglas A. Chorvat, Jr., Clerk



By: [Signature]  
**John Allocco, Chairman**

Witness: Charles Buckner

Print Name: Charles Buckner

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Buyer: Porfidio Acevedo

By: \_\_\_\_\_  
Allie Property Holdings, Inc.  
by: Porfidio Acevedo, President

By: \_\_\_\_\_

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