

**PURCHASE AND SALE AGREEMENT
FOR SURPLUS PROPERTY**

by and between

SUMTER COUNTY, FLORIDA, Seller

and

Caroline Rodriguez De La Cruz, Buyer

FLORIDA STATUTES SECTION 388.323/274.05

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PURCHASE AND SALE AGREEMENT

THIS **PURCHASE AND SALE AGREEMENT** (the "**Agreement**") is made and entered into this 14th day of July, 2022, by and between **SUMTER COUNTY, FLORIDA**, a subdivision of the State of Florida (hereafter referred to as the "**Seller**"), and Caroline Rodriguez De La Cruz, (hereinafter referred to as the "**Buyer**").

For and in consideration of Ten and No/100ths Dollars (\$10.00), the purchase price and the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SALE AND PURCHASE

Agreement to Sell and Convey. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, certain parcels of land lying and being situated in Sumter County, Florida, and being more particularly collectively described under the Sumter County Property Appraiser's Parcel Number F31D060 Section 31, Township 19, Range 22 in Sumter County, Florida

together with the following:

- (a) Vacant Land with no buildings and other improvements and fixtures situated thereon, (collectively, the "**Improvements**");
- (b) all and singular the rights and appurtenances pertaining thereto including but not limited to any right, title and interest of Seller in and to adjacent streets, roads, alleys, easements and rights-of-way to the extent that such right, title and interest exist;
- (c) all of Seller's rights in and to all easements, if any, benefiting the land and Improvements;

all collectively referred to as the "**Property**."

1.01. **Deposit Payment.** Concurrent with the execution of this Agreement by the Buyer and as consideration for this Agreement, Buyer shall deliver its check in the amount of Five Hundred Dollars (\$500.00) (hereinafter referred to as the "**Deposit**") to The Hogan Law Firm, LLC, 20 South Broad Street, Brooksville, Florida 34601, which firm shall serve as the "**Escrow Agent**" pursuant to the terms of this Agreement. The Escrow Agent is directed to hold the Deposit as escrowed funds in an FDIC insured, non interest-bearing account (the "**Account**"), at Cortez Community Bank, Brooksville, Florida. Seller and Buyer hereby agree to hold Escrow Agent harmless for any loss of escrowed funds, including the Deposit and interest earned thereon, for any reason whatsoever or for loss of interest caused by any delay in the deposit or early withdrawal of the Deposit from the Account; provided, however, that Escrow Agent shall be liable for its fraud, willful misconduct and gross negligence.

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In the event that the transaction contemplated by this Agreement is closed on the Closing Date (as hereinafter defined), the Deposit shall be released by Escrow Agent to Seller at Closing (as hereinafter defined) and shall be applied to amounts owed to Seller by Buyer. In the event that the Closing is not held on the Closing Date, Escrow Agent shall pay the Deposit to Buyer or Seller, as the case may be, in accordance with the provisions of this Agreement.

The enforceability of this Agreement is wholly contingent upon the approval of this Agreement by the Sumter County Board of County Commissioners and execution by the Chairman of that Board evidencing such approval after a properly noticed public hearing, as mandated by Chapter 125.355, Florida Statutes. However, all dates and timelines herein shall run from the Execution Date. For purposes of this Agreement, the "Execution Date" is the date this Agreement is executed by the County Administrator and the Buyer, whichever is later). Should the Board of County Commissioners fail to approve this Agreement, Buyer's deposit shall be returned in full and Buyer shall have no further obligations hereunder.

1.02. **Purchase Price.** The purchase price (hereinafter referred to as the "**Purchase Price**") shall be the sum of Three Thousand Five Hundred Dollars and No/100 Dollars (\$3,500.00) which shall be payable in cash, in current funds, subject to Closing prorations and adjustments as hereinafter set forth.

1.03. **Cash/Financing.** Buyer will pay cash for the Property with no financing contingency. If financing is obtained by Buyer, Closing Agent will cooperate with Buyer's lender for document execution; however this Agreement is not conditioned on Buyer obtaining financing.

1.04. **Feasibility Study.** This Agreement shall be considered "As-Is with Right to Inspect". Buyer shall have a period of 7 [if blank, seven (7) days] from the Execution Date to determine whether the Property is suitable, in Buyer's sole and absolute discretion for Buyer's uses. During the Feasibility Study Period, Buyer may conduct a property inspection, title examination, environmental audit(s), surveys, review of zoning, land use and legal proceedings and any other tests, analyses, and investigations to determine the Property's suitability to Buyer's needs. Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended uses in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Agreement will be deemed terminated as of the day after the Feasibility Study Period ends and Buyer's Deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. Thereafter, the parties shall have no further mutual obligations under this Agreement. Seller makes no warranties whatsoever, including marketability of title, and in the event Buyer fails to provide written notification of its election to terminate this Agreement before the end of the Feasibility Study Period, Buyer accepts the Property "As-Is". Buyer's failure to timely close thereafter shall be deemed a breach by the Buyer.

II. TITLE REQUIREMENTS, SURVEY AND PERMITTED EXCEPTIONS

2.01. **Title Insurance.** This Property is being sold "As Is". During the Feasibility Study Period, Buyer may, at its sole expense, examine the title to the Property and obtain a commitment for title insurance (the "**Title Commitment**") covering the Property issued by Old Republic Title Insurance Company or other title company (the "**Title Company**"), which Title Commitment shall agree to issue to Buyer and/or Buyer's lender, upon the Closing of this transaction, an ALTA owner's and lender's title insurance policy in the full amount of the Purchase Price. The Buyer's failure to perform a title search or procure title insurance for the Property shall be deemed a waiver of any objections Buyer may have regarding the marketability of title to the Property.

2.02. **Current Survey.** During the Feasibility Study Period, Buyer may, at its sole expense, obtain a current survey (the "**Survey**") of the Property prepared by a surveyor acceptable to Buyer and Buyer's lender, without in any way affecting the "As Is" provision of this Agreement.

III. PROVISIONS WITH RESPECT TO CLOSING

3.01. **Closing Date.** The consummation of the transaction contemplated by this Agreement (the "**Closing**") shall take place in Wildwood, Florida, at the offices of The Hogan Law Firm or at such other place and time as Buyer and Seller agree to in writing on August 26, 2022, (the "**Closing Date**"). Possession of the Property shall be granted by Seller to Buyer no later than the Closing Date. Despite any provisions in this Agreement which could possibly be construed to the contrary, no extension to the closing date shall be granted unless mutually agreed in writing. No objection as to the title or physical status of the property will result in an extension of closing without a mutual written agreement.

3.02. **Seller's Obligations at Closing.** At the Closing Seller shall execute the following for the conveyance of the Property:

- (a) Execute, acknowledge and deliver to Buyer a Quit Claim Deed conveying the Property, which deed shall be in statutory form for recording;
- (b) Execute and deliver to Buyer assignments of all leases and rental agreements, if any, concerning all tenants and parties in possession of any portion of the building and Property, including a current rent roll;
- (c) Execute and deliver instruments satisfactory to Buyer reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder;
- (d) Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, prorations, and closing costs as set forth herein; and
- (e) Execute and deliver such other documents as may be required by this Agreement.

3.03. **Buyer's Obligations at Closing.** Contemporaneously with the performance by Seller of its obligations set forth in Sections 1.03 and 3.02 above, at Closing, Buyer shall do the following:

(a) Execute and deliver instruments satisfactory to Seller instruments reflecting the proper power, good standing and authorization for the purchase of the Property from Seller by Buyer hereunder, and;

(b) Execute and deliver to Seller a closing statement setting forth the Purchase Price, Deposit, adjustments, prorations, and closing costs as set forth herein, and;

(c) Execute and deliver such other documents as may be required by this Agreement.

(d) **Buyer Closing Costs.** Buyer shall pay all costs and expenses related to the Inspection and Closing of this transaction (except those specifically reserved to Seller in section 3.05 below) including but not limited to:

(i) The promulgated rate premium payable for the owner's or lender's policy of title insurance; and all costs related to title search, examination and related fees;

(ii) All recording fees associated with the transaction, including those related to the recording of the Quit Claim Deed;

(iii) All documentary stamps in connection with the conveyance of the Property;

(iv) Survey costs, if any;

(v) Cost related to document preparation;

(vi) Appraisal costs;

(vii) Buyer's attorney's fees; and

(viii) All other costs and expenses necessary to close this transaction except those set forth as Seller Closing Costs herein.

(e) **Seller Closing Costs.** Seller shall pay no closing costs in connection with this transaction except:

(i) Real estate commission payable to Smith & Smith Realty in accordance with the listing agreement between the said parties; and

(ii) Seller's attorneys' fees.

3.04. **Prorations.** The following items shall be prorated between Seller and Buyer as of midnight of the day immediately preceding the date of Closing; such prorations favoring Buyer

shall reduce the Purchase Price, and such prorations favoring Seller shall increase the Purchase Price:

(a) Property Taxes. The parties recognize that Seller is a governmental entity and exempt from ad valorem taxes. The current city, state and county ad valorem taxes, if applicable, for the calendar year of Closing may not be representative of the anticipated taxes for the Property after conveyance to Buyer. There shall be no adjustment between the parties for taxes when the tax statements for the year of Closing are available.

(b) Utility Charges. Utility charges and any other operating expenses associated with the operation of the Property, if any.

(c) Rents and Deposits. If applicable, rents shall be prorated at time of Closing and all deposits, if any, shall be credited or transferred to Buyer at Closing.

(d) Other items. Such other items, if any, as are customarily adjusted between buyers and sellers of real properties, it being intended that the items set forth in this paragraph above are illustrative only and that the parties will make such other adjustments at or after closing as are necessary so that Seller shall have all the benefits and burdens of the Property up to and including midnight of the day preceding the date of Closing and Buyer shall have all the benefits and burdens of the Property after midnight of the day preceding the date of Closing. The Buyer agrees to indemnify and hold the Seller harmless of and from any and all liabilities, claim, demands and expenses, of any kind or nature arising or accruing after midnight on the date of Closing and which are related to the ownership, maintenance or operation of the Property, and all expenses related thereto after said time, including, without limitation, court costs and attorney's fees.

IV. RISK OF LOSS

4.01. **Seller to Bear Risk**. The risk of loss to the Property by fire, casualty, or otherwise (except condemnation, which is provided for in Section 4.02 hereof) prior to the Closing which materially and adversely affects the Property, in Buyer's reasonable discretion (a "**Casualty**"), is assumed by Seller. In the event of a Casualty, Buyer may, at its option and within five (5) days following written notice by Seller to Buyer of the occurrence of the Casualty, elect to terminate this Agreement and shall notify the Escrow Agent to return the Deposit to Buyer and this Agreement shall thereafter be null and void, or Buyer may elect to close the transaction (which Buyer shall be deemed to have elected to do if no such termination notice is given by Buyer to Seller within the aforesaid ten (10) day period) in which case at Closing Seller shall assign all of its interest to all insurance proceeds in an amount not to exceed the Purchase Price.

V. DEFAULT

5.01. **Default by Seller**. If Seller fails to perform any of the covenants of this Agreement, or if Seller otherwise defaults hereunder, Buyer may elect to terminate this Agreement in which event the Deposit shall be returned to Buyer on written demand pursuant to the escrow provisions herein, and because of the difficulty, inconvenience and uncertainty of ascertaining actual

damages, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Buyer other than as provided in this paragraph.

5.02. **Default by Buyer.** In the event Buyer should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth herein or (ii) Seller's default, Seller may demand Escrow Agent to pay the Deposit, if actually paid to Escrow Agent, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement or Seller may sue for specific performance.

VI. **BROKERAGE COMMISSIONS**

Broker. Seller and Buyer warrant each to the other that they have not dealt with any real estate broker or sales-person other than Smith & Smith Realty (herein, "**Seller's Broker**") and ("**Buyer's Broker**") N/A. They shall receive its commission from Seller's proceeds at closing on the Closing Date.

VII. **ESCROW**

7.01. **Escrow Agent and Escrow Procedure.** Escrow Agent, by acceptance of the funds deposited by Buyer hereunder, agrees to hold such funds and to disperse the same only in accordance with the terms and conditions of this Agreement. In the event of a termination of this Agreement or a default under this Agreement, the Deposit (inclusive of the interest accrued thereon) shall be delivered or disbursed by Escrow Agent as provided in this Agreement. If either party shall declare the other party in default under this Agreement and such party makes demand (the "**Demand**") upon Escrow Agent for possession of the Deposit, said party must provide the other party with a copy of such Demand made upon Escrow Agent. Except with respect to Demands for the Deposit made by Buyer prior to or on the expiration of the Feasibility Study Period (in which event Escrow Agent shall promptly deliver the Deposit to Buyer upon demand), Escrow Agent shall not disburse the Deposit in accordance with the Demand until the demanding party delivers to Escrow Agent evidence (e.g., returned receipt from U.S. Postal Service) of the other party's receipt of the Demand and Escrow Agent has not received written objection to such demand within the five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between Buyer and Seller or if any conflicting demands shall be timely made upon Escrow Agent or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court of Sumter County, Florida, pursuant to interpleader procedure, whereupon after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow.

Buyer and Seller hereby agree to indemnify and hold Escrow Agent harmless against any

and all losses, claims, damages, liabilities and expenses, including without limitation, costs of investigation and legal counsel fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder and including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof, except for matters arising out of the gross negligence or malfeasance of Escrow Agent.

7.02. **Representation of Buyer.** It is expressly understood that The Hogan Law Firm, LLC represents Seller in connection with this transaction. In the event of any disputes as to which party is entitled to the Deposit or in the event any disagreement shall arise as a result of this Agreement or the transaction contemplated hereby, the Escrow Agent shall not be excluded from representing the Seller by virtue of its serving as Escrow Agent pursuant to this Agreement. In any action arising out of this Agreement, Buyer shall not object to, or request the disqualification of, The Hogan Law Firm, LLC as counsel for Seller because it is also acting as Escrow Agent hereunder.

VIII. OTHER CONTRACTUAL PROVISIONS

Assignment. Buyer may not assign its interests in this Agreement either in whole or in part without the prior written consent of Seller.

8.01. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or United Parcel Service), addressed to the party to whom notice is intended to be given at the address set forth below:

Sumter County:

Mr. Bradley Arnold

Sumter County Administrator
Sumter County Board of County
Commissioners
7375 Powell Road
Wildwood, Florida 34795

Buyer:

Caroline Rodriguez De La Cruz

Escrow Agent:

The Hogan Law Firm, LLC
20 South Broad Street
Brooksville, Florida 34601

8.02. **Address Change.** Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

8.03. **Governing Law.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Party/parties to be in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Party/parties to be in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Sumter County, Florida; and if the Seller elects to bring such action in Sumter County, Florida, Party/parties waive any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Party/parties hereby agree that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

8.04. **General.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Party/parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Party/parties agree that this Agreement is consummated and entered into in Sumter County, Florida.

8.05. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

8.06. **Attorneys' Fees.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein or in any bankruptcy proceedings.

8.07. **Disputes.** All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed

upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

8.08. **Radon Gas and Energy Disclosures.** Radon is a naturally occurring radioactive gas that, when it has 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.

8.09. **Authority of Parties.** Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that the delivery and performance of this Agreements, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

8.10. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

8.11. **IRS Reporting Requirements.** Seller and Buyer acknowledge and agree that Section 6045(e) of the Internal Revenue Code of 1986 requires that notice of the sale and purchase of the Property described in said Contract, be provided to the Internal Revenue Service (herein "IRS") by preparation of and filing with the IRS of IRS Form 1099-S; and further, Seller and Buyer agree to furnish and provide to the Title Company any and all information that the Title Company may require in order for the Title Company to (a) comply with all instructions to the IRS Form 1099-S in the preparation thereof, and (b) prepare and timely file with the IRS said IRS Form 1099-S with respect to this transaction.

8.12. **Agreement Not Recordable.** Neither this Agreement nor any notice thereof shall be recorded by any party hereto, or any agent of same, in any public records. Buyer agrees that it will not attempt to record this Agreement or any notice thereof and that any attempt to record this Agreement or any notice thereof shall constitute a default on the part of Buyer hereunder.

8.13. **Computation of Time.** Whenever this Agreement makes reference to a time period which begins on or lasts for a time "from", "following" or "after" a certain date, it is expressly understood and agreed that the words "from", "following" and "after" do not imply or impute the word "including" so that no such time frames shall include such date.

8.14. **Representations and Warranties** Seller makes no representations and warranties concerning the Property.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their respective signatures.

APPROVED AT PUBLIC HEARING:

ATTEST: GLORIA HAYWARD, CLERK OF
COURT, SUMTER COUNTY

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

DEPUTY CLERK

_____, CHAIRMAN

BUYER: Caroline Rodriguez De La Cruz
Caroline Rodriguez De La Cruz
(Print or Type Name)

Dated: _____, 2022
7/14/2022 2:02 PM EDT