

EXAMPLE ONLY DO NOT SUBMIT

HIGHLANDS COUNTY SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereafter referred to as the "Seller") and _____ (hereafter referred to as the "Buyer") (Seller and Buyer herein are collectively referred to as "Parties").

RECITALS

WHEREAS, the Seller owns that certain real property AS IDENTIFIED IN EXHIBIT A, in the city of AS IDENTIFIED IN EXHIBIT A, County of Highlands, Florida, and more particularly described in Exhibit A, which is incorporated herein as if fully set forth, which has been authorized for disposal pursuant to Section 125.35, Florida Statutes, and County Ordinance 16-17-08; and

WHEREAS, Buyer has submitted an offer to purchase that real property (hereinafter referred to as "Offer" or "Purchase Price"), deemed most acceptable to the Seller, from multiple offers received in response to the Seller's Invitation to Bid 22-014.

WHEREAS, the Buyer has responded and agreed to the terms of Seller's Invitation to Bid No. 22-014, including the terms of this Agreement, which were incorporated into and attached as part of the Seller's Invitation to Bid,

WHEREAS, the Seller's Invitation to Bid 22-014 is similarly incorporated into this Agreement

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the Sale and Purchase as follows:

ARTICLE 1 - AGREEMENT TO SELL AND CONVEY.

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, that certain real property, being more particularly described under the Highlands County Property Appraiser's Parcel Number AS IDENTIFIED IN EXHIBIT A, including Seller's rights in and to all easements, if any, benefiting the land (with the exclusion of any easements which have been dedicated to the public and accepted by the Seller), and all improvements, subject to the terms and conditions set forth in this Agreement, (hereinafter collectively referred to as "Property". Buyer agrees that Seller shall have sole discretion in determining whether any easements benefiting the land have been dedicated to the public and accepted by the Seller.

ARTICLE 2 - PURCHASE PRICE.

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

The total purchase price to be paid by Buyer to Seller for Property shall be AS IDENTIFIED IN EXHIBIT A. Payment shall be made in the form of an online payment, cashier's check or money order.

ARTICLE 3 - DEPOSIT PAYMENT; ESCROW AGENT.

Concurrent with the execution of this Agreement by the Buyer and as consideration for this Agreement, Buyer shall deliver Buyer's Bid Deposit in the form of an online payment, wire transfer, cashier's check or money order, in the amount of AS IDENTIFIED IN EXHIBIT A which is ten percent (10%) of the Buyer's Offer, to the Highlands County Board of County Commissioners, 600 South Commerce Avenue, Sebring, Florida 33870. The Highlands County Clerk of Court will serve as the Escrow Agent for the funds deposited as part of the transactions pertaining to this Agreement. Upon the Seller's execution of this Agreement, the Buyer's total Bid Deposit shall be non-refundable, except upon Seller's termination or breach of this Agreement or upon Buyer's exercise of Buyer's right to terminate this Agreement in accordance with the terms of this Agreement. The total of Buyer's Bid Deposit will be applied to the Purchase Price at the close of escrow.

ARTICLE 4 - ESCROW PROCEDURE.

The Escrow Agent will hold the Bid Deposit in a non-interest-bearing account and shall 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 Bid Deposit 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 including Demands for the Deposit made by Buyer prior to the expiration of a permitted Feasibility Study Period. 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 transfer such funds to another account within the Clerk of the Circuit Court of Highlands 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, Escrow Agent's role as an escrow agent for the purposes of this Agreement shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow.

Buyer hereby agrees 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.

ARTICLE 5 - CONDITIONS OF SALE.

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

- 5.1. The date upon which the Seller executes this Agreement shall constitute the commencement of the escrow period, during which the Buyer will complete the purchase of the Property and close escrow. Escrow shall close on or before June 6th 2022 unless otherwise agreed in writing between Parties. Title to the Property shall pass immediately upon close of escrow.
- 5.2 Buyer shall pay all recording fees, documentary transfer taxes, and any other costs connected with the closing of this transaction.
- 5.3 BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION. BUYER ACKNOWLEDGES THAT SELLER IS A GOVERNMENTAL ENTITY THAT HAS RECEIVED THE PROPERTY THROUGH, GIFT, DONATION, OR THE ESCHEATMENT PROCESS AND SELLER HAS NOT INSPECTED, NOR IS SELLER FAMILIAR WITH THE PHYSICAL CONDITION OR LEGAL TITLE TO THE PROPERTY. FURTHER, BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY MIGHT BE SUBJECT TO TAX CERTIFICATES, OR OTHER FINANCIAL INTERESTS AND THAT BUYER SHALL CONDUCT BUYER'S DUE DILIGENCE TO ASCERTAIN ANY FINANCIAL INTERESTS OR POSSESSORY INTERESTS TO WHICH THE PROPERTY MIGHT BE SUBJECT.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER WILL SELL AND BUYER WILL PURCHASE THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS, AND THAT BUYER, HAS BEEN GIVEN THE OPPORTUNITY PRIOR TO EXECUTION OF THIS AGREEMENT TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

- A. THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF THE PROPERTY INCLUDING SOILS, GEOLOGY, AND ANY GROUNDWATER;
- B. THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY;
- C. THE DEVELOPMENT POTENTIAL OF THE PROPERTY AND THE PROPERTY'S USE, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE;
- D. THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY;
- E. THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY;

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

- F. THE PRESENCE OF TOXIC, DANGEROUS, OR HAZARDOUS MATERIAL OR CONDITION ON, UNDER, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTIES;
 - G. THE PHYSICAL POSSESSION OF THE PROPERTY, WHETHER BY FORMER OWNERS, TENANTS, OR ANY OTHER INDIVIDUAL HOLDING UNKNOWN OWNERSHIP OR POSSESSORY INTERESTS, INCLUDING ADVERSE POSSESSION, AND
 - H. THE CONDITION OF TITLE TO THE PROPERTY.
- 5.4 BUYER AGREES TO PURCHASE THE PROPERTY IN THE CONDITION THAT THE PROPERTY IS IN AT CLOSE OF ESCROW AND ACKNOWLEDGES AND AGREES THAT SELLER, AS STATED ABOVE, IS NOT PROVIDING ANY WARRANTIES OF ANY KIND, NOR RESPONSIBILITY FOR ANY ACTIONS THAT MIGHT BE NECESSARY FOR BUYER TO LAWFULLY EXERCISE BUYER'S RIGHT TO PHYSICALLY POSSESS THE PROPERTY, SUCH AS EJECTION.

ARTICLE 6. - CLOSING; CONVEYANCE OF COUNTY DEED.

- 6.1 CLOSING DATE. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the Recording Office of the Clerk of the Court of Highlands County, located at 590 South Commerce Avenue, Sebring, Florida 33870. Seller will notify Buyer of a date for the Closing (the "Closing Date"), which is anticipated to occur within ninety (90) calendar days of the Seller's receipt of the Buyer's Bid Deposit and this Agreement, executed by Seller. Possession of the Property will be granted by the Seller to the 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 to Buyer unless mutually agreed in writing by the Parties. No objection as to the title or physical status of the property will result in an extension of the closing without a mutual written agreement.

Notwithstanding the above, Seller reserves the right to terminate this Agreement at Seller's convenience upon delivery of written notice to Buyer.

- 6.2 BUYER'S OBLIGATION AT CLOSING. Upon the Closing Date, Buyer shall complete the following:
- A. present legal identification, such as a Florida Driver's license, a Florida State Identification Card, or other Florida issued official identification card that establishes the identification of the Buyer, to the administrative staff at the Recording Office of the Clerk of the Court of Highlands County.
 - B. execute and deliver any other documents required by ITB 22-014 or this Agreement.
 - C. pay all costs and expenses related to this transaction, including, but not limited to, the following:

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

- 1) all recording fees associated with the transaction, including the fees related to the recording of the County Deed;
- 2) all documentary stamps in connection with the conveyance of the Property; and
- 3) all other costs and expenses necessary to close this transaction, if any.

6.3 SELLER'S OBLIGATION AT CLOSING. At the Closing, upon execution of all of Buyer's obligations at closing, Seller shall execute, acknowledge, and deliver to Buyer a County Deed conveying the Property, which County Deed shall be in statutory form for recording.

6.4 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 and Non-ad valorem Assessments. The parties recognize that Seller is a governmental entity and exempt from ad valorem taxes. The current city, state and county ad valorem taxes; and non-ad valorem assessments, if applicable, for the calendar year of Closing may not be representative of the anticipated taxes and non-ad valorem assessments 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, possession, maintenance or operation of the Property, and all expenses related thereto after said time, including, without limitation, court costs and attorney's fees.

ARTICLE 7 - SELLER TO BEAR RISK.

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

The risk of loss to the Property by fire, casualty, or otherwise except condemnation, 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 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).

ARTICLE 8 - 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.

ARTICLE 9 - ATTORNEYS' FEES.

If any action is filed in a court of competent jurisdiction pursuant to the terms of this Agreement, 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.

ARTICLE 10 - 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.

ARTICLE 11 - 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.

ARTICLE 12 - 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

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

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.

ARTICLE 13 - 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.

ARTICLE 14 - 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.

ARTICLE 15 - REPRESENTATIONS AND WARRANTIES.

Seller makes no representations and warranties concerning the Property.

ARTICLE 16 - SEVERABILITY.

To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 17 - GOVERNING LAW.

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

ARTICLE 18 - ENTIRE AGREEMENT.

This Agreement, along with the ITB, Buyer's Bid, and all exhibits hereto, is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements and representations, and it shall not be amended or modified except in a writing signed by each party. Thus, this Agreement and all incorporated documents constitute the entire Agreement between the parties relating to the Purchase and Sale of said Property.

ARTICLE 19 - CONSENT OF JURISDICTION AND VENUE.

In the event that any party to this Agreement commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

ARTICLE 20 - NOTICES AND DESIGNATED CONTACT PERSON.

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To Seller:

Highlands County Board of County Commissioners / Purchasing Division
600 S. Commerce Avenue
Sebring, FL 33875
Attn: Brandon Gunn, Purchasing Agent

To Buyer

(name): _____

(address): _____

(address): _____

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The Seller: Brandon Gunn, Purchasing Agent

The Buyer: _____

ARTICLE 21 - ASSIGNMENT.

This Agreement may not be assigned by any party hereto or to any other person or entity without the prior written consent of the other party. Headings are for convenience only and do not affect, limit or control the meaning, effect or application of any provision of this Agreement. No consent or waiver, express or implied, of any right, obligation, breach or default under or affected in any way by this Agreement by any party will be deemed a consent or waiver of any other breach or default by that party. This Agreement may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart. This Agreement shall be binding upon Buyer and Seller and upon the respective, heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

EXAMPLE ONLY DO NOT SUBMIT

EXAMPLE ONLY DO NOT SUBMIT

By its Board of County Commissioners

By: _____
Jerome Kaszubowski, Clerk of Court

By: _____
Kathleen G. Rapp, Chairman

ATTEST:

By: _____

_____ Buyer

Print Name: _____

Print Name: _____

EXAMPLE ONLY