

PARCEL #: \_\_\_\_\_

## SCHEDULE "B"

### CONTRACT FOR PURCHASE AND SALE

HILLSBOROUGH COUNTY, whose post office address is P.O. Box 1110, Tampa, Florida 33601, hereinafter called SELLER, acknowledges receipt from \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called BUYER, the sum of \_\_\_\_\_, as deposit to apply on the purchase price of that certain property situated in Hillsborough County, Florida, and legally described as follows:

SEE SCHEDULE "A" ATTACHED HERETO  
AND MADE A PART HEREOF  
(hereinafter the "Property")

which SELLER hereby agrees to sell to BUYER and BUYER hereby agrees to buy from SELLER for the price and upon the terms and conditions as follows:

1. **PURCHASE PRICE.** Full purchase price is \$ \_\_\_\_\_ payable in cash to SELLER upon delivery of a County Deed as hereinafter provided.
2. **TITLE INSURANCE.** Title insurance, certified to date, may be obtained by BUYER. In the event that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions or encumbrances which are not acceptable to BUYER, then BUYER shall notify SELLER and SELLER shall have a period of One Hundred Twenty (120) days after receipt of such notice within which to cure defects in the title to the reasonable satisfaction of BUYER (or BUYER's attorney or the Title Insurance Company), and then this sale will be closed within ten (10) days after notice of such curing to BUYER. Upon SELLER'S failure to correct said defect(s) within the time limit aforesaid, or election not to do so, then BUYER may elect to terminate this Contract and all rights and liabilities hereunder, or BUYER may accept such title as SELLER can convey and close this transaction in the same manner as if no defect had been found. If BUYER elects to terminate this Contract, all rights and liabilities of the parties arising hereunder shall terminate, except that those obligations of BUYER which require performance subsequent to termination shall remain enforceable against BUYER.
3. **CLOSING DATE.** Subject to the aforesaid curative period, this sale shall be closed and the County Deed shall be delivered on or before sixty (60) days from the date this Contract for Purchase and Sale is approved by the Board of County Commissioners ("BOCC"), and SELLER agrees to deliver possession of said Property to BUYER on or before the closing date.
4. **SURVEY.** BUYER, at his option, at least ten (10) days prior to closing, may procure a survey of the Property prepared by a surveyor registered in the State of Florida. If the survey, which shall be certified by the registered surveyor, shows any gaps, overlaps, encroachments, or other survey-related defects on the Property, the same shall be treated as a title defect and handled in accordance with Paragraph 2.
5. **COSTS.** BUYER shall pay for recording the County Deed and all documentary stamps associated with this transaction. SELLER shall be responsible for recording the deed within fifteen (15) days after the closing. SELLER shall not be responsible for any commission or brokerage fee, nor be liable to any realtor or broker for any commission or brokerage fee, as a result of the sale of the Property.

6. INSPECTION PERIOD. Commencing on the date that this Contract for Purchase and Sale is approved by the Board of County Commissioners and continuing for forty-five (45) days thereafter (the "Inspection Period"), BUYER and its agents shall have the right to enter the Property, upon reasonable notice to SELLER, from time to time, and perform any and all inspections, investigations, tests, analyses and audits (collectively the "Tests") as BUYER desires to determine the condition of the Property. BUYER agrees to repair and restore any physical damage caused by such Tests, and shall indemnify and hold SELLER harmless from and against any claim, cost, charge or expense, including reasonable attorney's fees, arising from or resulting from such Tests or the performance thereof.

If, in the good faith opinion of BUYER, the results of any such Tests indicate that the Property contains hazardous materials or wastes, other pollutants or contaminants, or unstable subsurface conditions, then SELLER shall be given an opportunity to correct such condition. The time period for curative action on the part of SELLER shall not exceed 120 days, unless otherwise extended by BUYER. If the Property cannot be made suitable, as reasonably determined by BUYER, within the time period aforesaid, then BUYER shall have the right to terminate this Contract for Purchase and Sale by giving written notice to SELLER on or prior to the expiration of the Inspection Period. If BUYER elects to terminate this Contract for Purchase and Sale as provided for herein, all rights and liabilities of the parties arising hereunder shall terminate, except that those obligations of BUYER which require performance subsequent to termination shall remain enforceable against BUYER.

Should BUYER elect not to proceed with this Contract for Purchase and Sale, copies of all Tests (including surveys, boring reports and other engineering studies) shall be provided to SELLER.

7. PRO-RATED EXPENSES. Taxes, rents, insurance premiums and interest shall be pro-rated as of the date of delivery of possession. The cash payment shall be increased or decreased as may be required by the pro-ration of said items.
8. TITLE. Upon payment of the cash money aforesaid, SELLER agrees to convey title to the Property to BUYER by County Deed. As provided in Section 125.411(3), Florida Statutes, said County Deed shall convey only the interest of the County in the Property, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same. [Pursuant to Section 270.11, Florida Statutes, the County Deed shall contain the following described reservation: Saving and reserving unto the County and its successors, title to an undivided three-fourth interest in all phosphate, minerals and metals that are or may be in, on or under the Property, and an undivided one-half interest in all petroleum that is or may be in, on or under the Property.]\*

Initials

\_\_\_\_\_

\_\_\_\_\_

*\* The sentence in brackets may be struck through and initialed by BUYER if a release of the reservation has been requested pursuant to paragraph 3(b) of the Bid Proposal form.*

9. DEFAULT. Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Purchaser to perform the duties and obligations imposed upon it pursuant to this Contract and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to Seller other than as provided in this paragraph, and Seller agrees to accept and take such Deposit as Seller's total damages and relief hereunder in such event. If Seller, for any reason, fails to perform any of the covenants, conditions, or warranties of this Contract, Buyer shall at its option (a)

waive the nonperformance and proceed with closing; (b) be entitled to the immediate return of the Deposit and terminate this contract; or (c) have the remedy of specific performance of this Contract.

10. NOTICES. All notices, communications and consents required or permitted by this Contract for Purchase and Sale shall be in writing and delivered by hand or transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and addressed to the attention of the following:

If to the SELLER: Hillsborough County Real Estate Department  
Post Office Box 1110  
Tampa, Florida 33601  
Attention: Director

If to the BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. NO ASSIGNMENT. This Contract for Purchase and Sale is personal to BUYER and may not be assigned.
12. COUNTERPARTS. This Contract for Purchase and Sale may be executed in more than one counterpart, each of which shall be deemed an original.
13. INCORPORATION OF BID PROPOSAL. The Bid Proposal submitted by BUYER to SELLER concurrently with this Contract for Purchase and Sale is an integral part hereof and is incorporated into this Contract as if fully set forth herein.
14. ENTIRE AGREEMENT. This Contract for Purchase and Sale, together with the Bid Proposal submitted by BUYER concurrently herewith, represents the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.
15. SURVIVABILITY. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to such termination, including but not limited to the indemnification and hold harmless obligations contained in paragraph 6.
16. PROPERTY TAX DISCLOSURE SUMMARY. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's office for information.

In Witness Whereof, BUYER and SELLER have caused this Contract for Purchase and Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (BOCC Approval Date).

Signed, sealed and delivered  
in the presence of:

BUYER:

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

Sign: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**STATE OF FLORIDA )**  
**COUNTY OF HILLSBOROUGH )**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, personally known to me or who has produced  
\_\_\_\_\_ as identification.

Witness my hand and official seal the date aforesaid,

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires:

\_\_\_\_\_  
Notary: Print or Type Name

**STATE OF FLORIDA )**  
**COUNTY OF HILLSBOROUGH )**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, personally known to me or who has produced  
\_\_\_\_\_ as identification.

Witness my hand and official seal the date aforesaid,

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires:

\_\_\_\_\_  
Notary: Print or Type Name

**ATTEST:**

PAT FRANK, CLERK  
OF THE CIRCUIT COURT

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

Clerk

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

**SELLER:**

HILLSBOROUGH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

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

Chairman

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

Date: \_\_\_\_\_

THIS CONTRACT SUBJECT TO THE APPROVAL OF  
THE BOARD OF COUNTY COMMISSIONERS.

Form SP6005 Contract Surplus Property 2009.doc  
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