

Section 7

Sample of Legal Documents

a.	Agreement for Purchase and Sale of Real Property
b.	County Deed

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into by and between xxxxxxxxxxxxxxxxxxxxxxxx, whose mailing address is xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, xxxxx, ("Buyer") and Charlotte County, a political subdivision of the State of Florida, with a business address of 18500 Murdock Circle, Port Charlotte, Florida 33948, (the "County").

WITNESSETH:

WHEREAS, pursuant to a certain "Bid Package" for Bid No. xxxxxxxxxxxxx, Buyer was the successful bidder on the County's real property located in Charlotte County, Florida, described as:

Lot xx, Block xxxx, xxxxxxxxxxxxxxxx Subdivision, according to the plat thereof as recorded in Plat Book x, Pages xxx through xxx of the Public Records of Charlotte County, Florida, and also identified by the Property Appraiser's Records as Parcel ID: xxxxxxxxxxxx.

WHEREAS, In accordance with Buyer's successful bid, County shall sell the Property to Buyer and Buyer shall purchase from County.

NOW, THEREFORE, In consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. The recitals of fact above are true and correct and by this reference are made a part hereof.
2. County hereby agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from County.
3. The Buyer hereby agrees and understands that the County property is being sold "AS IS".
4. County will charge a \$300.00 processing fee for each parcel to cover the County's administrative costs for disposal.
5. The total purchase price, including processing fees, for the Property is xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and 00/100 Dollars (\$xx,xxx.xx). The Buyer agrees to make a 10% non-refundable earnest money deposit within 10 business days, paid by certified funds. The balance to be paid to the County at closing by certified funds (less any applicable earnest deposit made). County shall provide Buyer with a County Deed at closing. Buyer shall be responsible for any subsequent cost including recording fees and doc stamps.
6. Closing on the Property will take place at any time Buyer chooses within sixty (60) days after the "Effective Date" of this Agreement at a time and place designated by the County. The Effective Date of this Agreement shall be the date the last party signs this Agreement.

7. If County or Buyer defaults under this Agreement, Buyer or County may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid (except for the non-refundable 10% earnest money deposit), each without waiving any action for damages, or any other remedy permitted by law in equity resulting from County's or Buyer's default.

8. Buyer warrants to County that, no person, firms, corporations, or other entities are entitled to a real estate commission or fee as a result of this transaction Agreement or subsequent closing. Buyer shall indemnify and hold County harmless from any and all such claims, whether disclosed or undisclosed.

9. All notices, demands, requests and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid to County, at Senior Division Manager, Real Estate Services Division, 18500 Murdock Circle, Building B-208, Port Charlotte, Florida 33948 and in the case of Buyer at xxx, xxxxx.

10. Buyer may not assign this Agreement without County's written consent. Subject to the limitations of the preceding sentence, all terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. No modification of any provision hereof shall be valid unless in writing and signed by County.

11. No failure of County to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of County's right to demand strict compliance with the terms hereof, provided however, that County may, at its sole option, waive any requirement, covenant or condition herein established for County's benefit without affecting any of the other provisions of this Agreement.

12. This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in Charlotte County, Florida.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS, WHEREOF the parties have hereunto executed this Agreement under seal on or about the date and year first indicated below.

Buyer(s):

Witness No. 1

Printed name

Witness No. 2

Printed name

Witness No. 1

Printed name

Witness No. 2

Printed name

Signature

Printed name

Date: _____

Telephone Number: _____

Signature

Printed name

Date: _____

Telephone Number: _____

County:

CHARLOTTE COUNTY, a Political Subdivision of the State of Florida

For the Board of County Commissioners of Charlotte County, Florida

By: _____

J. PAUL PAYETTE, Senior Division Manager, Real Estate Services Division (By Resolution Number 2011-227, as recorded in Official Records Book 3578, Pages 449 - 450, of the Public Records of Charlotte County, Florida).

Date: _____

COUNTY DEED

THIS DEED, made this _____ day of _____, 2018, by CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, party of the first part, and, *Bidder's Name*, whose mailing address is xxxxxxxx, party of the second part:

WITNESSETH, that the party of the first part, for and in consideration of the sum of \$10.00 (ten and 00/100 Dollars) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Charlotte County, Florida:

Lot xx, Block xxxx, Port Charlotte Subdivision, Section xx, according to the plat thereof as recorded in Plat Book x, Pages xx through xx of the Public Records of Charlotte County, Florida, and also identified by the Property Appraiser's Records as Parcel ID: xxxxxxxxxxxx.

IN WITNESS, WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

(SIGNATURE PAGE TO FOLLOW)

CHARLOTTE COUNTY, a Political Subdivision of the State of Florida and its officers, employees, agents and volunteers

For the Board of County Commissioners of Charlotte County, Florida

By: _____
J. PAUL PAYETTE, Senior Division Manager, Real Estate Services Division (By Resolution Number 2011-227), as recorded in Official Records Book 3578, Pages 449-450, of the Public Records of Charlotte County, Florida.

Date: _____

Witness No. 1

Printed Name

Witness No. 2

Printed Name

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged by me this _____ day of _____, 2018. J. Paul Payette, Senior Division Manager, Real Estate Services Division, who is personally known to me.

My Commission Expires:

Notary Public

Printed Name