

444 Appleyard Drive Tallahassee Florida 32304-2895 850.201.6200 | www.tcc.fl.edu

February 18, 2013

MEMORANDUM

TO:	District Board of Trustees
FROM:	Jim Murdaugh, President
SUBJECT:	Land Acquisition for the Wakulla Environmental Institute

Item Description

This item requests approval of the contracts for land acquisition for the Wakulla Environmental Institute.

Overview and Background

At the November 19, 2012 Board meeting, the District Board of Trustees was presented with contracts for four contiguous parcels of land on Highway 319 just south of Crawfordville totaling 158 acres. Four contracts are required because the parcels are owned by different members of the same family. The total cost of the four parcels is \$382,000.

Subsequent to the November Board meeting, TCC's consultants have completed the boundary survey, real estate appraisal, title search, and Phase 1 Environmental Site Assessment for the parcels. The results of all items have been favorable, and staff recommends approval of the contracts.

Closing of the land purchase is contingent on completion of a Comprehensive Plan Amendment from Agricultural to Public land use. This process is underway and is expected to be complete by the anticipated closing date in April 2013.

Past Actions by the Board

The contracts were first presented to the Board for review at the November 19, 2012 meeting.

Funding/Financial Implications

Land acquisition funds are available from a local fund account previously established for that purpose.

Staff Resource

Teresa Smith

Recommended Action

Approve contracts for purchase of four contiguous parcels of land on Highway 319 for the planned Wakulla Environmental Institute for the total cost of \$382,000.



TALLAHASSEE BOARD OF REALTORS®, INC. **CONTRACT FOR SALE AND PURCHASE**

(REVISED JANUARY 2011)



		D	DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTR	er offer fo	DRM					
1	PA	RTI	IES: Scott Wilson Gaby and Julie Gaby		SELLER and					
2			District Board of Trustees of Tallahassee Community College	assignees, Bl	UYER, agree that					
3	the	SEL.	LER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Co	ontract For Sal	le and Purchase.					
4	1.		GAL DESCRIPTION OF REAL ESTATE:							
5		Lot	t Block Subdivision Part of Tax ID # 13-4S-02W-00-01953-000	Unit						
6		loc	ated in Wakulla County, Florida.] Metes and Bound	ls legal descr	iption attached.					
7	2.	2. PROPERTY ADDRESS (INCLUDE ZIP CODE):								
8			xxx Crawfordville Highway, Crawfordville FL 32327							
9	3,	CL	OSING AND POSSESSION:		ing opproval					
10 11		Thi	is Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before <u>30 Da</u> no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by othe	er provisions	of this Contract.					
12		PO	DSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER V	will have remo	oved all personal					
13		iter	ms and trash and cleaned the Property. If extreme weather or other local conditions out of contro	ol of the Parti	es make Closing					
14 15		im	possible, Closing may be extended up to 3 days after restoration of utilities and other services esse n not happen within 14 days after Closing Date either Party may terminate this Contract by delivering	nd written no	otice to the other					
16		Par	rty and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under	er this Contra	ct.					
17	4,	PU	JRCHASE PRICE; METHOD OF PAYMENT:							
18		Init	itial Deposit in the amount of \$10.00 to be held in trust, along with any additional I	Deposits by:						
19		Na	me: Wakulla Title Company							
20			Idress: 3004 Crawfordville Highway, Crawfordville FL 32327							
21		Phe	one Number: 850-926-3934							
22 23		Α.	Amount of initial Deposit applicable to down payment \Box accompanies this offer \boxtimes to be made within <u>5</u> days after Contract Date	\$	10.00					
24		B.	An additional Deposit in the amount of	\$						
25			shall be due on or before the following date:							
26		~	If said sum is not timely received BUYER shall be in default.	*						
27			New third party financing (see Clause #7A) Conventional FHA VA							
28			Assumption of mortgage (see Clause #7B) having an approximate principal balance of							
29		2227	Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)							
30		F.	Other:							
31 32		G,	Approximate balance of down payment to close (not including BUYER'S closing expenses) MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER	\$ <u> </u>						
33			Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Depos	sits						
34			shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.	be						
35 36		Ы	PURCHASE PRICE		39,000.00					
		r.b.			4					
					Switt					
			1 of 9 Initials:		1.					

5. EXPENSES: 37

38	If SELLER has agreed to pay any of BUYER'S costs, BUYER agrees to pay advance costs and be reimbursed by SELLER at time of closing. Should
39	Contract not close, each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on behalf of BUYER.

22	contract not close, each any win pay for items subulated when it interpr	······································
10	BUYER WILL PAY FOR THE FOLLOWING:	
11	Owner's Title Insurance (primary issue) plus Fees	Any loan costs required by Lender
12	Mortgagee's Title Insurance (simultaneous issue) plus Endorsemen	
13	One half of all Title Insurance Costs	Prepaid Interest, Taxes, Hazard Insurance &
14	Loan Origination Fee	Homeowner Dues
15	Loan Discount Points	Prepaid Mortgage Insurance
16	Intangible Tax on Mortgage(s)	X BUYER'S Attorney's Fees (if any)
17	Documentary Stamps on Note(s)	Home Warranty not to exceed \$
18	Recording Fees	Wood Destroying Organisms Inspection(s)
19	Credit Report	not to exceed \$
50	Appraisal Fee(s)	Inspection Fees per Clause 12
51	X Survey	Other Fees (specify)
52	S Flood Certification Letter	
53	SELLER WILL PAY FOR THE FOLLOWING:	
54	Brokerage Fee	Allowable costs on behalf of BUYER not to exceed
55	S Documentary Stamps on Deed	\$ to be applied in the following
56	Mortgage Satisfaction & Recording Fees	order (to items checked) until funds expended:
57	Any Applicable Prepayment Penalty	FHA/VA Costs required of SELLER
58	SELLER'S Attorney's Fees (if any)	Prepaids
59	Wood Destroying Organisms Inspection(s) not to exceed \$	Discount Points
60	Wood Destroying Organisms Treatment/Repairs not to exceed	Any other costs including those BUYER has agreed
51	see Clause #11	to pay for in Clause #5 above
62	Owner's Title Insurance (primary issue) plus Fees	Repairs & Replacements required by LENDER (not
63	Mortgagee's Title Insurance (simultaneous Issue) plus Endorseme	
64	One half of all Title Insurance Costs	\$
65	Survey	Other Fees (specify)
66	Home Warranty not to exceed \$	
67	XIIII	
	Product - Non-State - State - Sta	
68	THE FOLLOWING TO BE ORDERED BY: BUYER SELLER	
69	Title Insurance	
70	Survey	
	WDO Inspection(s)	from
71		from
72	Home Warranty	
73	6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (a	dds no value for mortgage loan or appraisal purposes):
74	All fixed equipment, fixtures, and the following non-fixed items or	
75	Above Ground Pool Generator	Refrigerator with Ice Maker Water Softener/Purifier
76	Ceiling Fans-all	Satellite System
77	Central Vacuum and Attachments	Security System-owned Window/Wall AC
78	Dishwasher Light Fixtures – all	Spa or Hot Tub with Heater
79	Disposal Microwave Oven	Sprinkler System
80	Dryer Dover	Storage Shed
81	Garage Door Opener	Trash Compactor
82	and Transmitter(s) Range/Oven	Washer
83	The following items are excluded from the purchase:	
84		
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7. FINANCING: 85

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A. NEW THIRD PARTY FINANCING: 86

BUYER shall have 15 days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in 87 Clause #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified 88 SELLER of BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with 89 the exception that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days 90 BUYER may void Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will 91 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing 92 of the Termination Form. Once the 15 day period passes if the BUYERS loan is declined the deposit will NOT be refunded 93 for any financing reason other than those having to do with the provision in Clause 8 pertaining to appraisal. BUYER will 94 make complete loan application no later than 5 days from Contract Date. FAILURE TO MAKE COMPLETE LOAN APPLICATION 95 WITHIN 5 DAYS SHALL CONSTITUTE A WAIVER OF THIS FINANCING CONTINGENCY. COMPLETE LOAN APPLICATION INCLUDES 96 FURNISHING TO THE LENDER ANY CREDIT, FINANCIAL, EMPLOYMENT, TAX RETURNS OR OTHER INFORMATION REQUESTED 97 BY THE LENDER AND INSTRUCTING LENDER TO IMMEDIATELY ORDER AN APPRAISAL. BUYER authorizes BUYER'S lender to 98 disclose information regarding the status and conditions of the loan application and approval to the SELLER, SELLER'S Sales 99 100 Associate, and Closing agent.

B. ASSUMPTION OF MORTGAGE: 101

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	with qualifying	1 I witho	ut qualifyingl	ladiustable	interest rate	1 11	xed interest rate,	In ravor or	
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bearing interest at _____% per annum payable \$_____ PI or PITI per month. 103

This Contract is is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall 104 furnish a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and 105 the standing of each mortgage within 5 days from Contract Date. BUYER shall make application for assumption, if required 106 by SELLER or lender, within 10 days from the date of this Contract. On assumption, BUYER will pay any mortgage charge for 107 change of ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 108 2 days of denial of intent to void Contract and provide lender documentation of credit commitment denial. Notification will 109 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of 110 111 the Termination Form.

THE SELLER IS ADVISED TO SEEK LEGAL COUNSEL CONCERNING SELLER'S LEGAL LIABILITY UPON ASSUMPTION. 112

C. SELLER FINANCING: 113

Purchase money note and mortgage from BUYER to SELLER bearing interest at _____% per annum for a term of 114

of remaining principal balance to be due with ______ payment. 116

Purchase money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended 117 coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. 118 Mortgagee shall be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage 119 and after 15 days default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the 120 payment is applicable; D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part 121 of the principal at any time with interest to date of payment without penalty; F) Prior written consent of mortgagee to any 122 additional advances from superior mortgage holders; G) All sums outstanding under the mortgage shall be due in full on 123 resale of the Property. 124

APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS. 125 8.

126 A. If appraisal sets forth the appraised value of less than purchase price, BUYER will:

- 1. Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation; 127 128 or
- 2. Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable sales 129 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination Form and 130 BUYER will receive a refund of Deposit upon signing of the Termination Form. 131
- 132 B. If appraisal of the Property is insufficient to meet the terms of Joan approval (other than value), within 3 days of BUYER receiving notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors 133 Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 134

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135 FHA:

- It is expressly agreed that notwithstanding any other provisions of this Contract, the BUYER shall not be obligated to complete 136
- the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless 137
- the BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing 138 Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not
- 139 ____. The BUYER shall have the privilege and option of proceeding with consummation of the less than \$ 140
- Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum 141
- mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of 142
- the Property. The BUYER should satisfy himself/herself that the price and condition of the Property are acceptable. 143

144 Π VA:

- It is expressly agreed that, notwithstanding any other provisions of this Contract, the BUYER shall not incur any penalty by forfeiture of earnest 145 money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract to purchase price or costs exceeds 146 the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option 147
- of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the VA. 148

CASH; SELLER FINANCING; OTHER NEW THIRD PARTY FINANCING: 149 X

- If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days 150 from Contract Date. If new third party financing, BUYER shall provide for appraisal as pursuant to Clause #7. BUYER shall be deemed 151
- to have waived BUYER'S right under this Clause if BUYER fails to have an appraisal, or provide SELLER written notice of termination 152
- of Contract due to appraised valuation being less than purchase price and provide proof of under valuation. 153

HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA: 154 9.

- Within 15 days of Contract Date A) Buyer may determine that Hazard and Flood insurance (if applicable) are available to BUYER'S 155
- satisfaction. B) BUYER may obtain a Flood Certification Letter to determine if the Property is in a Special Flood Hazard Area. At any time 156
- within the 15 days of Contract Date BUYER may void Contract by notifying SELLER, in writing, if Buyer wishes to void the Contract for 157
- any reason in this Clause. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a 158
- refund of Deposit upon signing the Termination Form. 159

10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS. 160

If survey shows an encroachment it will be treated as a title defect. 161

11. WOOD DESTROYING ORGANISMS INSPECTION: 162

- A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing 163 by a state licensed pest control firm showing all buildings on the premises except_ 164
- to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms 165 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above. 166 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT. 167
- A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount 168 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or 169
- If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy 170 Β. and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of 171 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days 172 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination 173 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 174
- C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair, 175 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment 176 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee 177 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 178

12. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY 179 REPRESENTATION MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY. 180

SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and 181 Brokers. SELLER agrees to provide access and all utilities for BUYER'S inspections. BUYER shall be responsible for cost of all 182 inspections, except for WDO inspection which shall be paid by the Party stipulated in Clause 5. Buyer acknowledges that some 183 home improvements require permits from government entities, and failure to obtain required permits may result in assessments 184 or liens against the property. Buyer is not relying on any statements by Brokers regarding permits or previous improvements to 185 the property. If BUYER fails to make inspections, or deliver timely written notice within 15 days of Contract Date as stipulated 186 below BUYER waives all rights to do so and agrees to accept the Property in its current condition, except that SELLER is required 187 to maintain Property in the same condition as at time of Contract . At time of Closing, SELLER will assign all assignable repair and 188 treatment contracts to the BUYER, with BUYER paying any applicable transfer fees. SELLER will also provide BUYER with all keys, 189 garage door opener transmitters and access codes and provide BUYER with copies of invoices for all repairs made to Property by 190

191 third party persons within 90 days prior to closing date.

BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS WITHIN 15 DAYS OF CONTRACT 192 DATE IF CONTRACT IS TERMINATED FOR ANY REASON. 193

A. 🗌 Within 15 days of Contract Date BUYER may have the Property inspected by state or county licensed person(s) dealing in repair, 194 construction, radon testing or home inspection, to determine if there are defects. At any time within the 15 days BUYER may terminate 195 Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee 196 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 197

Should BUYER wish to proceed with the sale: 198

- 1. WARRANTED ITEMS: SELLER will have warranted items in proper working condition on the day of Closing or possession, 199 whichever occurs first. Warranted items are the heating, cooling, electrical, plumbing, appliances, well, septic tank and 200 systems, sprinkler system, owned or leased security system, pool and spa. SELLER is not obligated to bring any item into 201 compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not required to 202 repair cosmetic conditions. "Proper working condition" means operating in the manner in which the item was designed to 203 operate and "cosmetic condition" means aesthetic imperfections that do not affect the working condition of the item. 204
- NON-WARRANTED ITEMS: (All items other than those addressed in Clauses #11 and #12.A.1 above). In the event there are 2. 205 defects in non-warranted items, BUYER shall have the option to accept the item in its current condition or make a request 206 207 of SELLER for repairs and/or remedies.

Notification of repairs required for warranted items and requests for repairs and/or remedies of non-warranted items shall be made 208 on the Tallahassee Board of Realtors Inspection Addendum and COMPLETE COPIES OF ALL INSPECTION REPORTS shall be attached. 209 SELLER may then agree to BUYER'S request, respond as to what non-warranted repairs and/or remedies SELLER is willing to make 210 or reject BUYER'S request for repairs and/or remedies of non-warranted items in which case BUYER may make another request or 211 terminate the Contract and receive a refund of Deposit. Negotiation of non-warranted repairs and/or remedies between BUYER 212 and SELLER will continue until either an agreement is reached or either BUYER or SELLER may terminate the Contract in which case 213 BUYER will receive a refund of Deposit. All responses shall be made on the Tallahassee Board of Realtors Inspection Addendum, 214 other than termination, which shall be on the Tallahassee Board of Realtors Termination Form, and each Party will have 5 days to 215 respond to the other Party's last request. Should either Party fall to make a written response within the time frame called for, 216 that Party will be deemed to have agreed to the other Party's last request. 217

- B. BUYER agrees to accept the Property in its present "as is" condition. 218
- 1. 📙 Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in 219 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time 220 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to 221 BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund 222 of Deposit upon signing of the Termination Form. 223
- SELLER will not do WDO repairs and/or treatment. 224

SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.

2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do 226 further inspections, including WDO inspection. 227

In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first, 228 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause13. If BUYER fails to do 229 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the 230

Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and 231 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection). 232

13. MAINTENANCE: 233

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SELLER shall maintain Property, including items repaired/remedied, lawn, shrubbery, pool, any other improvements, until BUYER'S 234

Closing or possession, whichever occurs first, in the same condition as at time of Contract, ordinary wear and tear excepted. 235

14. RISK OF LOSS: 236

- The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price, 237
- BUYER may have the option to void this Contract and receive a refund of Deposit. If Property is damaged up to and including 3% of the 238
- purchase price, SELLER will have 15 days to restore Property to original condition as of Contract Date and proceed to Closing. If the 15 239
- day period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date. SELLER will notify 240
- BUYER, in writing, if Property cannot be restored within 15 days, BUYER may then void Contract by notifying SELLER, in writing on the 241
- Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 242

15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS: 243

Closing will take place in the county where Property is located unless otherwise agreed to in writing by all Parties. Closing must 244 be able to be conducted by mail or electronic means. Pursuant to Clause #5, Party ordering title insurance shall order from a 2.45 Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon 246 recording of conveyance. The policy(s) will insure the title to the real Property, subject only to liens, encumbrances, exceptions or 247 qualifications set forth in this Contract and those which shall be discharged at or before Closing. If a defect in title is discovered, 248 SELLER will have 15 days from receipt of notice of said defect within which to clear the defect at SELLER'S expense. If any such title 249 defect cannot be cured within the 15 days, BUYER may accept the title as is or BUYER may void the Contract by notifying SELLER, 250 in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit. BUYER IS ADVISED 251 TO HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS. Title to the real Property shall be conveyed by warranty deed 252 unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the Property 253 with all improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject 254 Property for 90 days preceding Closing Date for which a lien could be filed. If the Property has been repaired within 90 days preceding 255 Closing Date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges for 256 preparation of deed and/or lien affidavit, cost of preparation shall be paid for by Party choosing closing company. BUYER will take 257 title to the Property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years, 258 special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, 259

public utility easements, and restrictive covenants of record. 260

16. PRORATIONS: 261

All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income 262

- and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing 263
- shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis 264 of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
- 265 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing. 266

17. SPECIAL ASSESSMENT LIENS: 267

Special assessment liens as of Closing are to be paid by SELLER. Pending assessment(s) as of Closing will be assumed by BUYER, 268 provided, however, that where the improvement has been substantially completed as of Contract Date, such pending assessment(s) 269

shall be considered a lien and SELLER will be charged at Closing an amount equal to the last estimate of the improvement assessment. 270

Any pending assessment lien not disclosed to BUYER in writing prior to final signing of Contract will permit BUYER to void this 271

272 Contract and receive a refund of Deposit, unless paid by SELLER prior to or at time of Closing.

18. LEASED PROPERTY: 273

- SELLER will furnish to BUYER copies of all written leases or estoppel letters from any persons without written occupancy agreements, 274 within 5 days from Contract Date. Estoppel letters will specify the nature and duration of occupancy and verify all rents and rental 275 deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may, within 15 days from Contract Date, 276
- void Contract by notifying SELLER, in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund 277 of Deposit upon signing Termination Form. All rental deposits and advance rents will be transferred to BUYER at Closing. 278

19. BUYER'S DISCLOSURES: 279

THE FOLLOWING DISCLOSURES MAY CONTAIN CONTINGENCIES. IF A CONTINGENCY HAS NOT BEEN SATISFIED PURSUANT TO 280

- THE TERMS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHIN THE TIME FRAME SPECIFIED, IN WRITING, ON THE 281 TALLAHASSEE BOARD OF REALTORS TERMINATION FORM AND RECEIVE A REFUND OF DEPOSIT UPON SIGNING OF TERMINATION 282 FORM. IF BUYER DOES NOT REPORT OTHERWISE, IN WRITING, TO THE SELLER WITHIN THE REQUIRED TIME, CONTINGENCY SHALL 283
- BE DEEMED WAIVED AND BUYER SHALL PROCEED TO CLOSING. 284
- RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 285 A. may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state 286 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained 287 from your county health department. (Chapter 404.056(8), F.S.) 288
- BUILDING ENERGY EFFICIENCY: BUYER may have the energy efficiency of the building they are purchasing determined pursuant to 289 B. Chapter 553.996, F.S. BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure. 290
- PROPERTY TAXES: BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER C., 291 may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers 292 reassessments of a property that could result in higher property taxes. If you have questions concerning valuation, contact the 293 county Property Appraiser's office where the Property is located or see www.myflorida.com/dor/property/appraiser.html. 294

- D. ROAD AND DRAINAGE FACILITY MAINTENANCE: BUYER may be responsible for the maintenance of roads and related drainage, 295 if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental 296 authorities, said governmental authority shall have no responsibility for such maintenance. If the Property is served by street(s) 297 and street related drainage facility(ies) which are not dedicated to the public as determined exclusively by buyer prior to signing 298 the contract for sale and purchase, the following shall apply if checked: 299
- PRIVATE STREET AND DRAINAGE CERTIFICATION: I hereby acknowledge that I am purchasing the Property referenced 300 above and I understand that the City and/or County is not responsible for street or drainage maintenance, and that I may be 301 responsible for such maintenance of all street(s) which this Property abuts. 302
- LAND USE DISCLAIMER: Land use regulations are unpredictable and constantly changing. The Property is subject to a 303 Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive 304 covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the 305 boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact 306 the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan 307 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of Realtors Special Clause 308 Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants, restrictions, 309 and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract. 310
- SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for Buyer's 311 intended use of the Property. SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions, and 312 easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from 313 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government 314 land use regulations, or any other statements or representations regarding the use or potential use of the Property. 315
- SCHOOL ZONES: BUYER is advised to verify schools zones and possible school and grade level caps through the local school 316 F. board. For the Leon County School Board see www.info.leon.k12.fl.us/zones/by_address/Default.asp or call 850-487-7257. 317 For other counties see www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1 318
- SQUARE FOOTAGE: BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of G. 319 Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern 320 to BUYER, BUYER is advised to personally measure the Property. 321
- SEWER; SEPTIC TANKS: It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is 322 H. currently in use. If the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department 323 regarding the continued use of that system. 324
- INSPECTIONS: BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for 325 1. Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised 326 that some properties may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed 327 the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and 328 determine the condition of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or 329 warrant the condition of the Property and are in no way responsible for the condition of the Property. 330
- SELLER'S PROPERTY DISCLOSURE; HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: 331 J. IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER 332 BEFORE SIGNING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S 333 AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY 334 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. 335 BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. 336
- 337 BUYER has been provided with a copy of the Homeowners' Association/Community Disclosure prior to Contract.
- BUYER has been provided with a copy of the SELLER's Property Disclosure containing the Homeowner's Association/ 338 Community Disclosure prior to Contract. 339
- X This Contract is contingent upon SELLER completing and providing to BUYER, within 5 days of Contract Date, the Tallahassee 340 Board of Realtors SELLER'S Property Disclosure containing the Homeowner's Association/Community Disclosure. The BUYER 341 has 3 days after receipt to review and find it acceptable. 342

RESTRICTIVE COVENANTS: 343 K.

- BUYER should contact applicable Homeowner's Association (If any) with any questions concerning the Property use and/or 344 restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions 345 and to make sure the documents are complete and current. 346
- This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them 347 348 satisfactory.

Initials: ______ *Aus/S*_____

349 350 351 352 353	 BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY): BUYER has been provided a copy of the SELLER's written warranty and accepts it. This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable. BUYER has been advised there is no written warranty. 	/
354 355 356 357 358 359 360 361	D. FAILURE OF PERFORMANCE: A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER a SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages resulting from SELLER'S breach.	t f R
362 363 364 365 366 367 368	1. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recove all costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the subject matter o the escrow until the parties agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing Party.	d g
369 370 371 372 373 374 375	 2. ADDENDUM attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase: Tallahassee Board of Realtor's Special Clause Addendum Insulation Rider (new residence only) Lead Base Paint Disclosure (if built prior to 1978) FHA Inspection Rider Condominium Riders X #_2_Additional Riders described as follows: 	
376	Contingency Addendum and Additional Provisions Addendum	
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378	3. SPECIAL CLAUSES:	
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381		*****
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392 24. WRITTEN; FAX; E-MAIL; OTHER AGREEMENTS; NOTIFICATIONS:

- ³⁹³ Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except
- those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will
- control all printed provisions in conflict. The placement of "x" or "<" within a box shall make the provision applicable. Any written
- notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. If communication
- is transmitted by FAX or e-mail, signing will be considered binding by Parties for the purpose of this Contract, any addendum, and
- any future addenda to this Contract.

399 25. TIME FOR ACCEPTANCE; CONTRACT DATE:

- 400 If this Contract For Sale and Purchase is not executed by SELLER and BUYER prior to (date)
- at _____: ____ am ___ pm, the Deposit will be returned to BUYER and this offer will be null and void. The Contract Date will be the date when the last Party dated and signed the offer or final counter offer.
- 403 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS INCLUDING WEEKENDS AND HOLIDAYS AND IN THE TIME ZONE
- 405 WHERE PROPERTY IS LOCATED.

406 27. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL 407 ESTATE ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.

408	28.	2		
		BUYER	DATE	
409				
		BUYER	DATE	
410	29.	SELLER'S RESPONSE SECTION		
411		SELLER accepts offer as presented.		
412		SELLER counters BUYER'S offer (see separ	ate COUNTER OFFER FORM. If a COUNTE	R OFFER FORM is fully
413		executed by BUYER and SELLER it become	s a part of this Contract For Sale and Purch	ase).
414		Scott Wilson He	ela 11/12	112
		SELLER	DATE	
415		Seller Jala Sala		12
416		SELLER rejects offer. (Seller should initial a	nd date for rejection)	<i>3</i>
	L			
417		Sonya Hall	sonyabug64@yahoo.com	850-5258-0857
	SELI	ING SALES ASSOCIATE (PRINT NAME)	EMAIL	PHONE
		Wakulla Rea		
418	CON	IPANY (PRINT NAME)	any	DATE
419		NG SALES ASSOCIATE (PRINT NAME)	EMAIL	PHONE
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420	L			·
	CON	IPANY (PRINT NAME)		DATE
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			12 - CONST. 12	

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ADDITIONAL PROVISIONS

ADDENDUM

THIS ADDENDUM is made by and between Scott Wilson Gaby and Julie Gaby ("Sellers") and the District Board of Trustees of Tallahassee Community College ("Buyer"). This Addendum shall modify the Contract for Sale and Purchase ("Contract") of even date herewith for the purchase of the property located at xxx Crawfordville Highway, Wakulla County, Florida. Part of Tax ID 13-4S-02W-000-01953-000 by adding the following provisions:

- 1. Sellers do hereby grant to Buyer, its agents or employees reasonable access to the property prior to closing for the purpose of preforming its due diligence to include but not be limited to the Phase 1 environmental inspection, appraisal, surveys, soil tests, preliminary engineering reports and plans, the cost of which will be paid entirely by the Buyer. Buyer agrees to promptly refill holes dug in connection with soil test drilling and to otherwise repair any disturbance to the property caused by the actions of the Buyer.
- 2. At closing, Sellers shall, in accordance with statutory requirements set forth in Section 196.295 Florida Statutes, deposit in escrow with the Wakulla County Tax Collector an amount equal to the current year's taxes for the property prorated to the date of transfer of title, based upon current assessment and millage rates on the land involved, if not already paid. This fund shall be used to pay any ad valorum taxes due, and the remainder of taxes which would have otherwise been due for that current year shall stand cancelled. If the actual taxes vary from the figures used to close the transaction, Sellers shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31 of the in which closing takes place and this provision shall survive closing. It is acknowledged by the parties that the College is exempt from the payment of ad valorum taxes and therefore, Sellers shall be responsible for taxes that may be assessed on the property for the year of closing.
- 3. Subsequent to Sellers entering into this Contract, Sellers shall not enter into any other contract concerning this Property.

In witness whereof, this Addendum has been executed as of the dates indicated herein.

BUYER

DISTRICT BOARD OF TRUSTEES

OF TALLAHASSEE COMMUNITY

COLLEGE

SELLERS SCHOT LUR WILSON GABY AND **HILLE GARY**

Contingency Addendum

This Contract is contingent on the happening of the following:

- 1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
- Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
- 3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Sellers if the inspections are acceptable.
- 4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
- The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
- Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
- The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:

Seller Scott Wilson Gaby Part of Tax ID 00-00-087-000-1587-000 Approximately 36.73 Acres Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres

- 8. Buyer's first right of refusal and option to purchase the following: Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac. Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000. If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
- 9. TCC approval of survey of properties totaling no less than 158 acres.

AWM GS

10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-4S-02W-000-01953-000. A 50 ft. conservation buffer will run contiguous with the 60 ft. roadway easement. Julie and Scott Gaby will grant Buyer an easement for permit able signage within 50 foot buffer at the beginning of 60 foot roadway easement on Highway 319. Buyer may asphalt 60 foot roadway easement. Buyer may at Buyer's expense move the gate at the beginning of the roadway easement to a location on said roadway easement past the point where the roadway easement makes a gradual turn South/Southeast near or at the entrance of Kevin and Kerry Gaby's homestead property. If the Buyer relocates the gate the Buyer will simultaneously move 20 Palm Trees to the new location of the gate. 11. Seller(s) will remove all debris from the property prior to closing.

BUYER: DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE SELLERS: SCOTT WILSON AND JULIE GABY

Buyer

Seller

Seller

	TA SELLER'S	LLAHASSEE BO	ard of realtors DISCLOSURE	°, inc. Statement	
REALTOR		REVISI	ED AUGUST 2011		EQUAL HOUSING
REALION	ر ارتباع SUGGEST	ED THAT COPIES OF TH	S DISCLOSURE BE AVAILABL	E AT THE PROPERTY	
Seller :	Scott W.	and J	alie Gal	2000	- k A
Property addre	ss: XXX M	uoferdui	log Hein	alterderelle	Fly
Date Property F	Purchased	,	Year Built	,	30B21

NOTICE TO SELLER: Every SELLER is obligated to disclose to a BUYER all known facts that materially and/or adversely affect the value of the property being sold. This disclosure statement is intended to assist SELLER in complying with disclosure requirements and to assist BUYER in evaluating the property being considered. The listing broker, the selling broker and their respective salespersons will also rely upon this information when they evaluate, market and present SELLER'S property to prospective BUYERS.

NOTICE TO BUYER: This is a disclosure of SELLER'S knowledge of the condition of the property as of the date signed by the SELLER and is not a substitute for any inspections that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the listing broker, the selling broker, or their salespersons.

• IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 16 TO 2/ ONLY.

• When explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.

1. OCCUPANCY

- (a) Does SELLER currently occupy this property? 🗌 Yes 🗌 No
- (b) If not, when did Seller vacate property?___
- (c) If property is vacant, provide date it was vacated.
- (d) Is the property tenant occupied? Yes No
- (e) If "Yes," Is there a written lease? Yes No
- (f) Length of lease _____ Date lease ends: _____
- (g) Payment due under lease_____

2. STRUCTURAL ITEMS

- (a) Name of contractor or Builder who built home, if known_
- (b) Are you aware of any past or present movement, shifting, deterioration, structural damage or other problems with walls or foundations?
- (c) Are you aware of any past or present cracks or flaws in the walls, foundation or other parts of property? 🗌 Yes 📋 No
- (d) Are you aware of any past or present water leakage or intrusion in the property? Yes No
- (e) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls? 🗌 Yes 📋 No
- (f) Have there been any repairs or other efforts to control the cause or effect of any problem described above? Yes No
- (g) Has there ever been a fire in this property? Yes No Unknown
- (h) Are you aware of any problems with the fireplace? Yes No

If any of your answers are "Yes," explain in detail: _____

3. ADDITIONS / REMODELING

- (a) Have you made any additions, structural changes, or other alterations to the property? Yes No
- (b) If "Yes," explain:
- (c) If "Yes," did you obtain all necessary permits? Yes No Was all the work in compliance with building codes? Yes No If your answer is "No," explain:
- (d) Did the previous owners make any additions, structural changes, or other alterations to the property that you are aware of?
- (e) If "Yes," explain: ____
- (f) Please provide the name of any contractor or individual who did any additions, structural changes or other alterations to the property, If known.

Initials:

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4.	ROOF (a) Year roof put on (b) Has the roof ever leaked during your ownership? □ Yes □ No (c) Has the roof been replaced or repaired during your ownership? □ Yes □ No If "Yes," provide name of Contractor or individual who did the work and details of replacement/repair								
	(d) Do you know of any problems with the roof or gutters? □Yes □No If any of your answers are "Yes," explain in detail:								
5.	SIDING (a) Exterior siding material(s) Brick Wood Vinyl Stucco Synthetic Stucco Manufactured Siding Other Unknown (b) If manufactured siding, provide name of manufacturer, if known Unknown (c) Do you know of any problems/defects with the siding? Yes No (d) Have you filed any claims with manufacturers in regards to the siding? Yes No If any of your answers are "Yes," explain in detail:								
6.	WINDOWS/DOORS/LOCKS (a) Are the windows insulated glass? []Yes]] No (b) If "Yes," are there any fogged windows? []Yes]] No]] Unknown If "Yes," which ones								
	(f) Do all doors operate properly? 🗌 Yes 🗌 No If no, explain in detail:								
	(g) Do you have keys to all door locks? 🗌 Yes 🗌 No If no, explain:								
7.	HEATING AND AIR CONDITIONING a) Air c onditioning: Central Electric Natural Gas Window Units Number units included in sale b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other Provide age if known								
	2 of 7 Initials $A W H G Y$								

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8. ELECTRICAL SYSTEM

- (a) Are you aware of any problems with the electrical system? \Box Yes \Box No
- (b) Who supplies electrical service: 🗌 City of Tallahassee 🔲 Talquin 🗌 Other _____
- (c) Average utility bill? \$_____ month
- (d) Number of people living in property_____

9. PLUMBING

- (a) Are you aware of any problems with the plumbing system? Yes No
- (b) Are you aware of any polybutelene pipes? Yes No
- (c) Are you aware of any leaks, back-ups, water, and sewer/septic tank problems? [] Yes [] No
- (d) What is your water supply source: Public Community Well Well on Property
- (e) If your water is from a well, have there ever been repairs/replacements to the well or pump? [Yes] No] Unknown
- (f) Has the well water ever been tested? Yes No Unknown Test Results:_
- (g) Do you have a water conditioning system? Yes No If "Yes," is the system Owned Leased
- (h) What is the type of sewage system do you have? Public Community Sewer Septic Tank(s) How Many______ Location(s) ______ When was septic tank last pumped?______

During your ownership have there been any septic system problems? Yes No (i) Does your utility bill contain a fee for sewer? Yes No

- If yes, it is the responsibility of the BUYER to contact the utility department to determine if a sewer is currently in use or if the sewer fee Is for availability of sewer for future usage.
- (j) If on a septic tank, is sewer service available to your property? ☐Yes ☐No ☐Unknown If yes, it is the responsibility of the BUYER to contact the local health department regarding continued use of a septic system.
- (k) Type of water heater? Gas Electric Solar Number of Water Heaters? _____ Number of gallons?_____

is it on a timer?		Age of water	neater(s)

If any of your answers are "Yes," explain in detail:

10. COSMETIC DEFECTS

(a)	Are you aware of an	y cosmetic defects? []Yes	No	If yes, please describe:
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11. EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Subject to final negotiated contract)

Above Ground Pool	Generator	🗌 Refrigerator 🗌 with Icemaker	Water Softener/Purifier
Ceiling Fans – all	C Ice Maker – Stand Alone	Satellite System	Window Treatments - all
 Central Vacuum and Attachments Dishwasher Disposal Dryer Garage Door Opener 	 Intercom Light Fixtures – all Microwave Oven Pool Equipment Pool Heater 	Security System – owned Spa or Hot Tub with Heater Sprinkler System Storage Shed Trash Compactor	Window/Wall AC
and Transmitter(s)	Range/Oven	🗋 Washer	
Oll/Propane Tanks Owned	Leased, If leased, from who	om	Cost
Security System Owned	Leased, If leased, from who	om	Cost
If any of these items have been	replaced during your ownershi	p, which items and what year:	
If any of these items have any d	efects, explain in detail:		
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12. <u>PO</u>	<u>OL / SPA / HOT TUB</u> (Complete if applicable)
(a)	POOL year installed In ground: gunnite fiberglass vinyl age of liner
	Above ground
(b)	Pool heater: 🗌 none 🗌 gas 📄 electric 🔲 solar
(C)	Pool pump: year installed Filter type: year installed
(d)	Is pool equipment included? Yes No If "Yes," itemize:
(e)	is there an automatic pool cleaner? 🗌 Yes 📄 No If yes, manufacturer name
(f)	SPA/HOT TUB year installed
(g)	Spa heater: 🔲 none 🛄 gas 🛄 electric 🛄 solar
(h)	Is Spa equipment included? Yes No If "Yes," itemize:
lfyd	ou are aware of any problems with any of the items above, please explain in detail:
- 1	
12 EV	CLUSIONS/LEASED SYSTEMS
(a)	Is there anything on or about the property excluded from the sale? Yes No If "Yes," itemize
(b)	Are there any other leased systems that are not addressed elsewhere in the disclosure? Yes No
	If "Yes," itemize:
14. CR	AWL SPACES AND BASEMENTS (Complete if applicable)
(a)	
	Have there been any repairs or other attempts to control any water or dampness problems in the basement or crawlspace? Yes No
lf ai	ny of your answers are "Yes," explain in detail:
15. WC	DOD DESTROYING ORGANISMS
(a)	Have termites or any wood destroying insects affected the property during your ownership? 🗌 Yes 🛛 🗋 No
(b)	Has wood rot affected the property during your ownership? [] Yes [] No
(c)	Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership?
(d)	Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
(e)	Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No
(0)	What type of bond?What company?
(f)	Do you know of any wood destroying organisms reports on the property in the last five years? 🗌 Yes 🗌 No
	ny of your answers are "Yes," explain in detail:
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16. SOIL / DRAINAGE / BOUNDARIES

- (a) Is there any fill or pipe clay on the property? □ Yes □ No ☑ Unknown
- (b) Has there been any settling or earth movement on the property or in the immediate neighborhood? [] Yes INO [] Unknown
- (c) Is the property located in a flood hazard area? []Yes []No []Únknown Flood zone, if known_____
- (d) Is flood insurance required by your lender? [Yes [] No
- (e) Have there been any past or present drainage or flood problems affecting the property or adjacent properties? Sin Unknown
- (f) Are there any encroachments, boundary line disputes, or easements affecting the property? 🗌 Yes 🖬 No 🔲 Unknown

- (g) Are there any shared driveways, fences or joint use agreements? [] Yes [] No
- (h) Who owns any fonces?
- (I) Are there any conservation easements or environmental restrictions? []Yes []No []Unknown

If any answers are "Yes," explain in detail:

17. TOXIC SUBSTANCES

(a) Are you aware of any hazardous materials in, on or about the property? (h azardous Materials may include but shall not be limited to: lead based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks)

(b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? Tyes The

If any answers are "Yes," explain in detail:

18. NEIGHBORHOOD

- (a) Are you aware of any proposed change or condition in your neighborhood that could affect the value or desirability of the property?
- (b) Is this property subject to the Rooming House Ordinance? []Yes []No [] Don't Know
- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District:
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District:

19A. HOMEOWNERS' ASSOCIATIONS

If the property is part of an association, complete the following:

(a) What is the annual fee? \$_____ How is it paid?_____ monthly vearly other

- (b) What does the annual fee cover?
- (c) Are fees current? 🛛 Yes 🗋 No
- (d) Who is the contact person for the association? _____ Phone # _____
- (e) Are there any defects, damages, legal actions, conditions or assessments that may affect the association or its fees? []Yes []No
- (f) Are you aware if the property has any violations of the restrictive covenants? [] Yes [] No
- (g) If "Yes," explain in detail:

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19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720:401 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMMARY

Disclosure summary for ____

(NAME OF COMMUNITY)

1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.

2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.

- You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$______. per ______. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change. If applicable, the current amount is \$______.
- You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
- Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
- 6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$______ per _____.
- The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
- 8. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
- 9. These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.

20. OTHER FEES AND RESTRICTIONS

- (a) Are there any transfer fees? Yes No Unknown If yes, to whom
- (b) Is there an "enhancement" fee or any other type of fee upon resale? Yes No Unknown If yes, what kind of fee _______ to whom ______
- (d) Are there any mandated re-sale fees or commissions to a 3rd party upon re-sale (i.e.; a developer, brokerage firm, etc.)

 (d) Are there any mandated re-sale fees or commissions to a 3rd party upon re-sale (i.e.; a developer, brokerage firm, etc.)

 (f) Yes
 No

 (ii) Yes
 to whom?
- (e) Are there any special assessments or any other fees of any type? Yes No If yes, please explain nature of assessment/fee and amount

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Amount \$

Initials

21. OTHER MATTERS

(a) Does anyone have a first right of refusal to buy or an option to buy to this property? [] Yes 13 No

- (b) Is there any existing or threatened legal action affecting the property? [] Yes [] No
- (c) Are you aware of any zoning violation, non-conforming use, set back violations, or proposed zoning or road changes? [] Yes [] No
- (d) Are you aware of any violations of local, state, or federal laws or regulations relating to this property? 🗌 Yes 🗔 No
- Is there anything else you feel you should disclose to a prospective buyer that may materially and/or adversely affect the value or (e) desirability of the property? TYes Who

If "Yes," explain in detail: (0)

The undersigned SELLER represents that the Information set forth in the foregoing property disclosure statement is accurate and complete to the best of the SELLER'S knowledge on the date signed below. SELLER does not intend this property disclosure statement to be a warranty or guaranty of any kind. SELLER hereby authorizes Listing Broker to provide this information to prospective BUYERS and to other real estate brokers and other agents.

SELLER understands and agrees that SELLER will immediately notify Listing Broker in writing if any information set forth in this property disclosure changes.

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Seller: Seller	bon Daly	Date:(
seller: Alie	-She /	Date: 11/12/0	
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RECEIPT AND ACKNOWLEDGMENT BY BUYER

BUYER hereby acknowledges receipt of a copy of this property disclosure, BUYER furthermore acknowledges BUYER has been in and upon subject property. BUYER is strongly advised to obtain property inspection(s) as provided for in the Deposit Receipt and Contract for Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections, BUYER is advised that some properties may have siding materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and determine what conditions these materials may be in. BUYER is aware that this property disclosure is not Intended as a warranty or guaranty of ony kind by SELLER. The Brokers and their Sales Associates do not warrant or guarantee the condition of the property and are in no way responsible for the condition of the property, BUYER understands that the property is being sold in its present condition unless otherwise agreed upon in the Deposit Receipt and Contract for Sale and Purchase, BUYER acknowledges no representations concerning the condition of the property are being relied upon by BUYER except as disclosed herein or in the Deposit Receipt and Contract for Sale and Purchase.

Date:____ Buyer

Buyer:_____ Date:_____

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TALLAHASSEE BOARD OF REALTORS®, INC. CONTRACT FOR SALE AND PURCHASE

(REVISED JANUARY 2011)



	DO	NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER C	OFFER FORM		
1	PARTIE:	Scott Wilson Gaby	SELLER and		
2		District Board of Trustees of Tallahassee Community College or assi	gnees, BUYER, agree that		
3	the SELLI	ER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contra	ict For Sale and Purchase.		
4		AL DESCRIPTION OF REAL ESTATE:			
5		Block Subdivision Part of Tax ID # 00-00-086-000-11582-000 Un			
6	locat	ed in Vakulla County, Florida. 🗌 Metes and Bounds le	gal description attached.		
7	2. PRO	PERTY ADDRESS (INCLUDE ZIP CODE): xxx Crawfordville Highway, Crawfordville FL 32327			
9 10 11 12 13 14 15 16	 3. CLOSING AND POSSESSION: This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before <u>30 Days after zoning approval</u>. If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract. POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER will have removed all personal items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing 				
17		CHASE PRICE; METHOD OF PAYMENT:			
18	Initia	al Deposit in the amount of \$to be held in trust, along with any additional Dep	osits by:		
19	Nam	e: Wakulla Title Company			
20		ress: 3004 Crawfordville Highway, Crawfordville FL 32327			
21	Phor	ne Number: 850-926-3934			
22 23	A. / v	Amount of initial Deposit applicable to down payment \Box accompanies this offer \boxtimes to be made within <u>5</u> days after Contract Date\$	10.00		
24	B, <i>A</i>	An additional Deposit in the amount of\$			
25 26		hall be due on or before the following date: f said sum is not timely received BUYER shall be in default.			
27	C. N	New third party financing (see Clause #7A) Conventional FHA VA			
28	D, /	Assumption of mortgage (see Clause #7B) having an approximate principal balance of\$			
29	E, F	Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)			
30	F. (Dther:\$	165,090.00		
31 32 33 34 35	ר [ג	Approximate balance of down payment to close (not including BUYER'S closing expenses)			
36	H, I	PURCHASE PRICE	165,100.00		

AN/B

37 5. EXPENSES:

38	If SELLER has agreed to pay any of BUYER'S costs, BUYER agrees to pay advance costs and be reimbursed by SELLER at time of closing. Should
39	Contract not close, each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on behalf of BUYER.

40	BUYER WILL PAY FOR THE FOLLOW	/ING:			180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180 - 180	
41	Owner's Title Insurance (primary			П	Any loan costs required by	y Lender
42	Mortgagee's Title Insurance (simul		Endorseme		Any loan costs in excess o	f SELLER'S contribution
43	One half of all Title Insurance Cos			\Box	Prepaid Interest, Taxes, Ha	zard Insurance &
44	Loan Origination Fee				Homeowner Dues	
45	Loan Discount Points				Prepaid Mortgage Insurar	
46	Intangible Tax on Mortgage(s)				BUYER'S Attorney's Fees (
47	Documentary Stamps on Note(s)				Home Warranty not to exe	
48	Recording Fees				Wood Destroying Organis	
49	Credit Report			1021	not to exceed \$	
50	Appraisal Fee(s)				Inspection Fees per Claus	
51	Survey Survey Flood Certification Letter			닠	Other Fees (specify)	
52				لسا		
53	SELLER WILL PAY FOR THE FOLLO	VING:		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
54	Brokerage Fee				Allowable costs on behalf	
55	Documentary Stamps on Deed	- CAN2				be applied in the following
56	Mortgage Satisfaction & Recordin				order (to items checked)	
57	Any Applicable Prepayment Pena	alty			FHA/VA Costs required	I of SELLER
58	SELLER'S Attorney's Fees (if any)		1.4		Prepaids	
59	Wood Destroying Organisms Inspe				Discount Points	han these DUVED has acrood
60	Wood Destroying Organisms Treat		to exceed		to pay for in Clause #5	ing those BUYER has agreed
61 62	Owner's Title Insurance (primary			1 1	Repairs & Replacements r	
63	Mortgagee's Title Insurance (simul		Endorcomo		including WDO treatment	
64	One half of all Title Insurance Cos		s chaoiseine	1165	s	repairs not to exceed
65	Survey	13				
66	Home Warranty not to exceed \$					
67	loosed .		(100)			
	[]	······				
68	THE FOLLOWING TO BE ORDERE		R SELLER			
69	Title Insurance					
70	Survey	X				
71	WDO Inspecti	on(s)		from		
72	Home Warran					
		- hour	•••••••			
73	6. PERSONAL PROPERTY INCLUD	ED IN PURCHAS	SE PRICE (a	dds no	value for mortgage loa	n or appraisal purposes):
74	All fixed equipment, fixtures, and th					
75	Above Ground Pool	Generator		Refr	igerator 🔲 with Ice Maker	Water Softener/Purifier
76	Ceiling Fans-all	Ice Maker-Sta	ind Alone	Sate	ellite System	Window Treatments-all
77	Central Vacuum and Attachments	☐ Intercom			urity System-owned	Window/Wall AC
78	Dishwasher	Light Fixture	s – all		or Hot Tub with Heater	
79	Disposal	Microwave C			inkler System	
80	Dryer	Pool Equipm			rage Shed	
81	Garage Door Opener	Pool Heater	NI 11		sh Compactor	
82	and Transmitter(s)	Contraction of the second seco				
02		Range/Oven		U Wa	sher	Ц
83	The following items are excluded from	om the purchase:			16-10-10-10-10-10-10-10-10-10-10-10-10-10-	
84						
						Alul PA
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85 7. FINANCING:

86 A. NEW THIRD PARTY FINANCING:

BUYER shall have 15 days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in 87 Clause #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified 88 SELLER of BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with 89 the exception that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days 90 BUYER may void Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will 91 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing 92 of the Termination Form. Once the 15 day period passes if the BUYERS loan is declined the deposit will NOT be refunded 93 for any financing reason other than those having to do with the provision in Clause 8 pertaining to appraisal. BUYER will 94 make complete loan application no later than 5 days from Contract Date. FAILURE TO MAKE COMPLETE LOAN APPLICATION 95 WITHIN 5 DAYS SHALL CONSTITUTE A WAIVER OF THIS FINANCING CONTINGENCY. COMPLETE LOAN APPLICATION INCLUDES 96 FURNISHING TO THE LENDER ANY CREDIT, FINANCIAL, EMPLOYMENT, TAX RETURNS OR OTHER INFORMATION REQUESTED 97 BY THE LENDER AND INSTRUCTING LENDER TO IMMEDIATELY ORDER AN APPRAISAL. BUYER authorizes BUYER'S lender to 98 disclose information regarding the status and conditions of the loan application and approval to the SELLER, SELLER'S Sales 99 Associate, and Closing agent. 100

101 B. ASSUMPTION OF MORTGAGE:

- 102 🔲 with qualifying 🗋 without qualifying..... adjustable interest rate 🔲 fixed interest rate, in favor of ______
- 103 bearing interest at _____% per annum payable \$_____ PI or PITI per month.

This Contract 🔲 is 🔲 is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall 104 furnish a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and 105 the standing of each mortgage within 5 days from Contract Date. BUYER shall make application for assumption, if required 106 by SELLER or lender, within 10 days from the date of this Contract. On assumption, BUYER will pay any mortgage charge for 107 change of ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 108 2 days of denial of intent to void Contract and provide lender documentation of credit commitment denial. Notification will 109 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of 110 111 the Termination Form.

112 THE SELLER IS ADVISED TO SEEK LEGAL COUNSEL CONCERNING SELLER'S LEGAL LIABILITY UPON ASSUMPTION.

113 C. C SELLER FINANCING:

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- 114 Purchase money note and mortgage from BUYER to SELLER bearing interest at ______% per annum for a term of
 - years, payable \$______PI, per______. This is a balloon mortgage with final payment
- of remaining principal balance to be due with ______ payment.

Purchase money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended 117 coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. 118 Mortgagee shall be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage 119 and after 15 days default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the 120 payment is applicable; D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part 121 of the principal at any time with interest to date of payment without penalty; F) Prior written consent of mortgagee to any 122 additional advances from superior mortgage holders; G) All sums outstanding under the mortgage shall be due in full on 123 resale of the Property. 124

125 8. APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS.

- A. If appraisal sets forth the appraised value of less than purchase price, BUYER will:
- Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation;
 or
- Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable sales
 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination Form and
 BUYER will receive a refund of Deposit upon signing of the Termination Form.

B. If appraisal of the Property is insufficient to meet the terms of Ioan approval (other than value), within 3 days of BUYER receiving
 notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors
 Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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FHA: 135

It is expressly agreed that notwithstanding any other provisions of this Contract, the BUYER shall not be obligated to complete 136

- the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless 137
- the BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing 138
- Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not 139 140 less than \$
- Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum 141
- mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of 142
- the Property. The BUYER should satisfy himself/herself that the price and condition of the Property are acceptable. 143

144 VA:

It is expressly agreed that, notwithstanding any other provisions of this Contract, the BUYER shall not incur any penalty by forfeiture of earnest 145 money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract to purchase price or costs exceeds 146 the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option 147 of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the VA. 148

CASH; SELLER FINANCING; OTHER NEW THIRD PARTY FINANCING: 149 X

- If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days 150 from Contract Date. If new third party financing, BUYER shall provide for appraisal as pursuant to Clause #7. BUYER shall be deemed 151
- to have waived BUYER'S right under this Clause if BUYER fails to have an appraisal, or provide SELLER written notice of termination 152 of Contract due to appraised valuation being less than purchase price and provide proof of under valuation. 153

HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA: 154 9.

- Within 15 days of Contract Date A) Buyer may determine that Hazard and Flood insurance (if applicable) are available to BUYER'S 155 satisfaction. B) BUYER may obtain a Flood Certification Letter to determine if the Property is In a Special Flood Hazard Area. At any time 156 within the 15 days of Contract Date BUYER may void Contract by notifying SELLER, in writing, if Buyer wishes to void the Contract for 157 any reason in this Clause. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a 158 refund of Deposit upon signing the Termination Form. 159
- 10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS. 160
- If survey shows an encroachment it will be treated as a title defect. 161

11. WOOD DESTROYING ORGANISMS INSPECTION: 162

- A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing 163 by a state licensed pest control firm showing all buildings on the premises except_ 164
- to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms 165 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above. 166 167 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.
- A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount 168 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or 169
- If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy 170 B. and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of 171 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days 172 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination 173 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 174
- C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair, 175 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment 176 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee 177 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 178

12. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY 179 REPRESENTATION MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY. 180

- 181 SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and
- Brokers. SELLER agrees to provide access and all utilities for BUYER'S inspections. BUYER shall be responsible for cost of all 182
- 183 inspections, except for WDO inspection which shall be paid by the Party stipulated in Clause 5. Buyer acknowledges that some
- 184 home improvements require permits from government entities, and failure to obtain required permits may result in assessments 185 or liens against the property. Buyer is not relying on any statements by Brokers regarding permits or previous improvements to
- the property. If BUYER fails to make inspections, or deliver timely written notice within 15 days of Contract Date as stipulated 186
- below BUYER waives all rights to do so and agrees to accept the Property in its current condition, except that SELLER is required 187
- to maintain Property in the same condition as at time of Contract. At time of Closing, SELLER will assign all assignable repair and 188
- 189 treatment contracts to the BUYER, with BUYER paying any applicable transfer fees. SELLER will also provide BUYER with all keys, 190
- garage door opener transmitters and access codes and provide BUYER with copies of invoices for all repairs made to Property by 191 third party persons within 90 days prior to closing date.

Initials:

BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS WITHIN 15 DAYS OF CONTRACT DATE IF CONTRACT IS TERMINATED FOR ANY REASON.

- A. Within 15 days of Contract Date BUYER may have the Property inspected by state or county licensed person(s) dealing in repair, construction, radon testing or home inspection, to determine if there are defects. At any time within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.
- 198 Should BUYER wish to proceed with the sale:

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- 1991.WARRANTED ITEMS: SELLER will have warranted items in proper working condition on the day of Closing or possession,
whichever occurs first. Warranted items are the heating, cooling, electrical, plumbing, appliances, well, septic tank and
systems, sprinkler system, owned or leased security system, pool and spa. SELLER is not obligated to bring any item into
compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not required to
repair cosmetic conditions. "Proper working condition" means operating in the manner in which the item was designed to
operate and "cosmetic condition" means aesthetic imperfections that do not affect the working condition of the item.
 - NON-WARRANTED ITEMS: (All items other than those addressed in Clauses #11 and #12.A.1 above). In the event there are
 defects in non-warranted items, BUYER shall have the option to accept the item in its current condition or make a request
 of SELLER for repairs and/or remedies.

Notification of repairs required for warranted items and requests for repairs and/or remedies of non-warranted items shall be made 208 on the Tallahassee Board of Realtors Inspection Addendum and COMPLETE COPIES OF ALL INSPECTION REPORTS shall be attached. 209 SELLER may then agree to BUYER'S request, respond as to what non-warranted repairs and/or remedies SELLER is willing to make 210 or reject BUYER'S request for repairs and/or remedies of non-warranted items in which case BUYER may make another request or 211 terminate the Contract and receive a refund of Deposit. Negotiation of non-warranted repairs and/or remedies between BUYER 212 and SELLER will continue until either an agreement is reached or either BUYER or SELLER may terminate the Contract in which case 213 BUYER will receive a refund of Deposit. All responses shall be made on the Tallahassee Board of Realtors Inspection Addendum, 214 other than termination, which shall be on the Tallahassee Board of Realtors Termination Form, and each Party will have 5 days to 215 respond to the other Party's last request. Should either Party fall to make a written response within the time frame called for, 216 that Party will be deemed to have agreed to the other Party's last request. 217

- B. 🛛 BUYER agrees to accept the Property in its present "as is" condition.
 - 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.
 - SELLER 🔲 will not do WDO repairs and/or treatment.
 - SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
- 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do further inspections, including WDO inspection.
- In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause13. If BUYER fails to do
 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
- 231 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
- return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 13. MAINTENANCE:

SELLER shall maintain Property, including items repaired/remedied, lawn, shrubbery, pool, any other improvements, until BUYER'S
 Closing or possession, whichever occurs first, in the same condition as at time of Contract, ordinary wear and tear excepted.

236 14. RISK OF LOSS:

- The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price, BUYER may have the option to void this Contract and receive a refund of Deposit. If Property is damaged up to and including 3% of the purchase price, SELLER will have 15 days to restore Property to original condition as of Contract Date and proceed to Closing. If the 15 day period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date. SELLER will notify BUYER, in writing, if Property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in writing on the
- Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

Initials:

243 15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:

Closing will take place in the county where Property is located unless otherwise agreed to in writing by all Parties. Closing must 244 be able to be conducted by mail or electronic means, Pursuant to Clause #5, Party ordering title insurance shall order from a 245 Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon 246 recording of conveyance. The policy(s) will insure the title to the real Property, subject only to liens, encumbrances, exceptions or 247 qualifications set forth in this Contract and those which shall be discharged at or before Closing. If a defect in title is discovered, 248 SELLER will have 15 days from receipt of notice of said defect within which to clear the defect at SELLER'S expense. If any such title 249 defect cannot be cured within the 15 days, BUYER may accept the title as is or BUYER may vold the Contract by notifying SELLER, 250 in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit. BUYER IS ADVISED 251 TO HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS. Title to the real Property shall be conveyed by warranty deed 252 unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the Property 253 with all improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject 254 Property for 90 days preceding Closing Date for which a lien could be filed. If the Property has been repaired within 90 days preceding 255 Closing Date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges for 256 preparation of deed and/or lien affidavit, cost of preparation shall be paid for by Party choosing closing company. BUYER will take 257 title to the Property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years, 258 special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, 259 public utility easements, and restrictive covenants of record. 260

261 16. PRORATIONS:

All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income

and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing

shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis

of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing.

267 17. SPECIAL ASSESSMENT LIENS:

268 Special assessment liens as of Closing are to be paid by SELLER. Pending assessment(s) as of Closing will be assumed by BUYER, 269 provided, however, that where the improvement has been substantially completed as of Contract Date, such pending assessment(s)

270 shall be considered a lien and SELLER will be charged at Closing an amount equal to the last estimate of the improvement assessment.

271 Any pending assessment lien not disclosed to BUYER in writing prior to final signing of Contract will permit BUYER to void this

²⁷² Contract and receive a refund of Deposit, unless paid by SELLER prior to or at time of Closing.

273 18. LEASED PROPERTY:

SELLER will furnish to BUYER copies of all written leases or estoppel letters from any persons without written occupancy agreements,
 within 5 days from Contract Date. Estoppel letters will specify the nature and duration of occupancy and verify all rents and rental
 deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may, within 15 days from Contract Date,

- 277 void Contract by notifying SELLER, in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund
- of Deposit upon signing Termination Form. All rental deposits and advance rents will be transferred to BUYER at Closing.

279 19. BUYER'S DISCLOSURES:

280 THE FOLLOWING DISCLOSURES MAY CONTAIN CONTINGENCIES. IF A CONTINGENCY HAS NOT BEEN SATISFIED PURSUANT TO

- 281 THE TERMS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHIN THE TIME FRAME SPECIFIED, IN WRITING, ON THE
- TALLAHASSEE BOARD OF REALTORS TERMINATION FORM AND RECEIVE A REFUND OF DEPOSIT UPON SIGNING OF TERMINATION
- FORM. IF BUYER DOES NOT REPORT OTHERWISE, IN WRITING, TO THE SELLER WITHIN THE REQUIRED TIME, CONTINGENCY SHALL
 BE DEEMED WAIVED AND BUYER SHALL PROCEED TO CLOSING.
- A. RADON GAS: 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 a period of 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 health department. (Chapter 404.056(8), F.S.)
- B. BUILDING ENERGY EFFICIENCY: BUYER may have the energy efficiency of the building they are purchasing determined pursuant to
 Chapter 553.996, F.S. BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure.
- C. PROPERTY TAXES: BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER
 may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers
 reassessments of a property that could result in higher property taxes. If you have questions concerning valuation, contact the
 county Property Appraiser's office where the Property is located or see www.myflorida.com/dor/property/appraiser.html .

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- D. ROAD AND DRAINAGE FACILITY MAINTENANCE: BUYER may be responsible for the maintenance of roads and related drainage, 295 if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental 296 authorities, said governmental authority shall have no responsibility for such maintenance. If the Property is served by street(s) 297 and street related drainage facility(les) which are not dedicated to the public as determined exclusively by buyer prior to signing 298 the contract for sale and purchase, the following shall apply if checked: 299
- PRIVATE STREET AND DRAINAGE CERTIFICATION: I hereby acknowledge that I am purchasing the Property referenced 300 above and I understand that the City and/or County is not responsible for street or drainage maintenance, and that I may be 301 responsible for such maintenance of all street(s) which this Property abuts. 302
- LAND USE DISCLAIMER: Land use regulations are unpredictable and constantly changing. The Property is subject to a E. 303 Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive 304 covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the 305 boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact 306 the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan 307 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of Realtors Special Clause 308 Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants, restrictions, 309 and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract. 310
- SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for Buyer's 311 intended use of the Property. SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions, and 312 easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from 313 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government 314 land use regulations, or any other statements or representations regarding the use or potential use of the Property. 315
- SCHOOL ZONES: BUYER is advised to verify schools zones and possible school and grade level caps through the local school 316 F. board. For the Leon County School Board see www.info.leon.k12.fl.us/zones/by_address/Default.asp or call 850-487-7257. 317 For other counties see www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1 318
- SQUARE FOOTAGE: BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of 319 G. Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern 320 to BUYER, BUYER is advised to personally measure the Property. 321
- SEWER; SEPTIC TANKS: It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is 322 H. currently in use. If the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department 323 regarding the continued use of that system. 324
- INSPECTIONS: BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for 1. 325 Sale and Purchase, BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised 326 that some properties may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed 327 the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and 328 determine the condition of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or 329 330 warrant the condition of the Property and are in no way responsible for the condition of the Property.
- 331 J. SELLER'S PROPERTY DISCLOSURE: HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER 332 BEFORE SIGNING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S 333 334 AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST, ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. 335 BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. 336
 - BUYER has been provided with a copy of the Homeowners' Association/Community Disclosure prior to Contract.
- BUYER has been provided with a copy of the SELLER's Property Disclosure containing the Homeowner's Association/ 338 Community Disclosure prior to Contract. 339
 - In This Contract is contingent upon SELLER completing and providing to BUYER, within 5 days of Contract Date, the Tallahassee Board of Realtors SELLER'S Property Disclosure containing the Homeowner's Association/Community Disclosure. The BUYER has 3 days after receipt to review and find it acceptable.

RESTRICTIVE COVENANTS: 343 Κ.

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- BUYER should contact applicable Homeowner's Association (If any) with any questions concerning the Property use and/or 344 restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions and to make sure the documents are complete and current.
- This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them 347 348 satisfactory.

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349 350 351 352 353	 BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY): BUYER has been provided a copy of the SELLER's written warranty and accepts it. This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable. BUYER has been advised there is no written warranty.
354 355 356 357 358 359 360 361	20. FAILURE OF PERFORMANCE: A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER at SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages resulting from SELLER'S breach.
362 363 364 365 366 367 368	21. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing Party.
369 370 371 372 373 374 375 376 377	 22. ADDENDUM attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase: Tallahassee Board of Realtor's Special Clause Addendum Insulation Rider (new residence only) Lead Base Paint Disclosure (if built prior to 1978) FHA Inspection Rider Condominium Riders ¥ 2 Additional Riders described as follows: Contingency Addendum and Additional Provisions Addendum
378	23. SPECIAL CLAUSES:
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392 24. WRITTEN; FAX; E-MAIL; OTHER AGREEMENTS; NOTIFICATIONS:

- 393 Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except
- those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will
- control all printed provisions in conflict. The placement of "x" or "/" within a box shall make the provision applicable. Any written
- 396 notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. If communication
- is transmitted by FAX or e-mail, signing will be considered binding by Parties for the purpose of this Contract, any addendum, and
- any future addenda to this Contract.

399 25. TIME FOR ACCEPTANCE; CONTRACT DATE:

- 400 If this Contract For Sale and Purchase is not executed by SELLER and BUYER prior to (date)_
- at _____: ____am ___pm, the Deposit will be returned to BUYER and this offer will be null and void. The Contract Date will
 be the date when the last Party dated and signed the offer or final counter offer.

403 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

404 ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS INCLUDING WEEKENDS AND HOLIDAYS AND IN THE TIME ZONE 405 WHERE PROPERTY IS LOCATED.

27. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL ESTATE ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.

408	28.	40111111111111111111111111111111111111			
		BUYER		DATE	
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		BUYER		DATE	
410	29.	SELLER'S RESPONSE SECTION		*****	
411		SELLER accepts offer as presented.			
412		SELLER counters BUYER'S offer (see sepa	rate COUNTER OFFER FOR	M. If a COUNTER	R OFFER FORM is fully
413		executed by BUYER and SELLER it become	es a part of this Contract Fo	r Sale and Purcha	ise).
414		Scort Wilson Par	la	11/0/1	J
		SELLER	and the second	DATE	
	1		CT -		
415					
		SELLER		DATE	
416		□ SELLER rejects offer. (Seller should initial a	and date for rejection)		
	Loosen		ann an		
417		Sonya Hall	sonya@wakullarea	alty.com	850-5280857
	SELI	ING SALES ASSOCIATE (PRINT NAME)	EMAIL		PHONE
418		Wakulla Re	alty		
	CON	IPANY (PRINT NAME)			DATE
419			Annual control of the Control of the Control of Control		
	LIST	NG SALES ASSOCIATE (PRINT NAME)	EMAIL		PHONE
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	CON	IPANY (PRINT NAME)			DATE
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ADDITIONAL PROVISIONS

ADDENDUM

THIS ADDENDUM is made by and between Scott Wilson Gaby ("Seller") and the District Board of Trustees of Tallahassee Community College ("Buyer"). This Addendum shall modify the Contract for Sale and Purchase ("Contract") of even date herewith for the purchase of the property located at xxx Crawfordville Highway, Wakulla County, Florida. Part of Tax ID 00-00-086-000-11582-000 by adding the following provisions:

- 1. Seller does hereby grant to Buyer, its agents or employees reasonable access to the property prior to closing for the purpose of preforming its due diligence to include but not be limited to the Phase 1 environmental inspection, appraisal, surveys, soil tests, preliminary engineering reports and plans, the cost of which will be paid entirely by the Buyer. Buyer agrees to promptly refill holes dug in connection with soil test drilling and to otherwise repair any disturbance to the property caused by the actions of the Buyer.
- 2. At closing, Seller shall, in accordance with statutory requirements set forth in Section 196.295 Florida Statutes, deposit in escrow with the Wakulla County Tax Collector an amount equal to the current year's taxes for the property prorated to the date of transfer of title, based upon current assessment and millage rates on the land involved, if not already paid. This fund shall be used to pay any ad valorum taxes due, and the remainder of taxes which would have otherwise been due for that current year shall stand cancelled. If the actual taxes vary from the figures used to close the transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31 of the in which closing takes place and this provision shall survive closing. It is acknowledged by the parties that the College is exempt from the payment of ad valorum taxes and therefore, Seller shall be responsible for taxes that may be assessed on the property for the year of closing.
- 3. Subsequent to Seller entering into this Contract, Seller shall not enter into any other contract concerning this Property.

In witness whereof, this Addendum has been executed as of the dates indicated herein.

BUYER

DISTRICT BOARD OF TRUSTEES

SCOTT WILSON GABY

OF TALLAHASSEE COMMUNITY

COLLEGE

Contingency Addendum

This Contract is contingent on the happening of the following:

- The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
- Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
- 3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Seller if the inspections are acceptable.
- 4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
- The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
- Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
- The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:

Seller Scott Wilson Gaby Tax ID 00-00-087-000-1587-000 Approximately 36.73 Acres Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac

- 8. Buyer's first right of refusal and option to purchase the following: Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac. Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000. If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
- 9. TCC approval of survey of properties totaling no less than 158 acres.

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10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-4S-02W-000-01953-000. A 50 ft. conservation buffer will run contiguous with the 60 ft. roadway easement. Julie and Scott Gaby will grant Buyer an easement for permit able signage within 50 foot buffer at the beginning of 60 foot roadway easement on Highway 319. Buyer may asphalt 60 foot roadway easement. Buyer may at Buyer's expense move the gate at the beginning of the roadway easement to a location on said roadway easement past the point where the roadway easement makes a gradual turn South/Southeast near or at the entrance of Kevin and Kerry Gaby's homestead property. If the Buyer relocates the gate the Buyer will simultaneously move 20 Palm Trees to the new location of the gate. 11. Seller(s) will remove all debris from the property prior to closing.

BUYER: DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE SELLER: SCOTT WILSON GABY

Buyer

X Scot Wilson Ag Seller

REA	R	R R R R R R R R R R R R R R
Sell	er:	Scott W. Davy a cra
Proj	perty	address: WCauter Wille the Cawter Will Hogo
Date	e Pro	perty Purchased Year Built
of the BUY upo NO and	he pi /ER n thi TIC is n	E TO SELLER : Every SELLER is obligated to disclose to a BUYER all known facts that materially and/or adversely affect the value operty being sold. This disclosure statement is intended to assist SELLER in complying with disclosure requirements and to assist in evaluating the property being considered. The listing broker, the selling broker and their respective salespersons will also rely is information when they evaluate, market and present SELLER'S property to prospective BUYERS. E TO BUYER : This is a disclosure of SELLER'S knowledge of the condition of the property as of the date signed by the SELLER or a warranty or a substitute for any inspections that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or natation by the listing broker, the selling broker, or their salespersons.
• IF • WI	THI nen e	S PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 16 TO 2/ ONLY. explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.
1	00	CUPANCY
1,	(a)	Does SELLER currently occupy this property? Yes No
	(b)	If not, when did Seller vacate property?
	(c)	If property is vacant, provide date it was vacated.
	(d)	Is the property tenant occupied? Yes No
		If "Yes," is there a written lease? Yes No
	(e)	
	(f) (g)	Length of lease Date lease ends: Payment due under lease
	(9)	rayment due under lease
2.	ST	RUCTURAL ITEMS
	(a)	Name of contractor or Builder who built home, if known
		Are you aware of any past or present movement, shifting, deterioration, structural damage or other problems with walls or foundations?
	(c)	Are you aware of any past or present cracks or flaws in the walls, foundation or other parts of property? 🗌 Yes 📋 No
	(d)	Are you aware of any past or present water leakage or intrusion in the property? Yes No
	(e)	Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls? 🗌 Yes 🔲 No
	(f)	Have there been any repairs or other efforts to control the cause or effect of any problem described above? Yes
	(g)	Has there ever been a fire in this property? 🗌 Yes 🗌 No 🗌 Unknown
	(h)	Are you aware of any problems with the fireplace? Yes No
	If an	y of your answers are "Yes," explain in detail:
	A 177	
3.		DITIONS / REMODELING
		Have you made any additions, structural changes, or other alterations to the property? Yes No
		If "Yes," explain:
	(c)	If "Yes," did you obtain all necessary permits? Yes No Was all the work in compliance with building codes? Yes No If your answer is "No," explain:

- if known.

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4.	ROOF (a) Year roof put on					
5.	SIDING (a) Exterior siding material(s) Brick Wood Stucco Manufactured Siding Other (b) If manufactured siding, provide name of manufacturer, if known Unknown (c) Do you know of any problems/defects with the siding? Yes (d) Have you filed any claims with manufacturers in regards to the siding? Yes					
	If any of your answers are "Yes," explain in detail:					
б.	WINDOWS/DOORS/LOCKS (a) Are the windows insulated glass? []Yes] No (b) If "Yes," are there any fogged windows? []Yes] No] Unknown If "Yes," which ones					
	(f) Do all doors operate properly? 🗌 Yes 📄 No If no, explain in detail:					
	(g) Do you have keys to all door locks? Yes No if no, explain:					
7.	HEATING AND AIR CONDITIONING (a) Air c onditioning: Central Electric Natural Gas Window Units Number units included in sale (b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other Provide age if known					
	2 of 7 Initials Autor					

8. ELECTRICAL SYSTEM

- (a) Are you aware of any problems with the electrical system? \Box Yes \Box No
- (b) Who supplies electrical service: 🗌 City of Tallahassee 🔲 Talquin 🔲 Other_____
- (c) Average utility bill? \$_____ month

(d) Number of people living in property_____

9. PLUMBING

- (a) Are you aware of any problems with the plumbing system? Yes No
- (b) Are you aware of any polybutelene pipes? Yes No
- (c) Are you aware of any leaks, back-ups, water, and sewer/septic tank problems? 🗌 Yes 🗌 No
- (d) What is your water supply source: Public Community Well Well on Property
- (e) If your water is from a well, have there ever been repairs/replacements to the well or pump? 🗌 Yes 🔲 No 🗍 Unknown
- (f) Has the well water ever been tested? Yes No Unknown Test Results:_
- (g) Do you have a water conditioning system? Yes No If "Yes," is the system Owned Leased
- (h) What is the type of sewage system do you have? Public Community Sewer Septic Tank(s) How Many______ Location(s) When was septic tank last pumped?______ During your ownership have there been any septic system problems? Yes No
- (i) Does your utility bill contain a fee for sewer? Yes No
 If yes, it is the responsibility of the BUYER to contact the utility department to determine if a sewer is currently in use or if the sewer fee is for availability of sewer for future usage.
- (j) If on a septic tank, is sewer service available to your property? Yes No Unknown If yes, It is the responsibility of the BUYER to contact the local health department regarding continued use of a septic system.
- (k) Type of water heater? Gas Electric Solar Number of Water Heaters? Number of gallons?

Is it on a timer? 🔲 Yes	□No	Age of water heater(s)
If any of your answers are "Y	'es," exp	lain in detail:

10. COSMETIC DEFECTS

(a) Are you aware of any cosmetic defects? Yes INo If yes, please describe:

11. EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Subject to final negotiated contract)

wark the items included in the sale (or your property:		
Above Ground Pool	Generator	🗌 Refrigerator 🗌 with Icemak	er 🔲 Water Softener/Purifier
Ceiling Fans – all	🔲 Ice Maker – Stand Alone	Satellite System	Window Treatments – all
Central Vacuum and Attachments	Intercom	Security System - owned	Window/Wall AC
Dishwasher	Light Fixtures – all	Spa or Hot Tub with Heater	□
🗋 Disposal	Microwave Oven	Sprinkler System	
Diyer	Pool Equipment	Storage Shed	<u>[]</u>
Garage Door Opener	Pool Heater	Trash Compactor	[]
and Transmitter(s)	Range/Oven	🗌 Washer	
	Leased, If leased, from who	2m	
If any of these items have any de	efects, explain in detail:		
			1.11
	3	of 7 Initials	11/11/15

12. POOL / SPA / HOT TUB (Complete if applicable) (a) POOL year installed In ground: gunnite Above ground (b) Pool heater: none gas electric Filter type: year installed (c) Pool pump: year installed (d) Is pool equipment included? Yes No If "Yes," itemize:

(h) Is Spa equipment included? Yes No If "Yes," itemize: ______

If you are aware of any problems with any of the items above, please explain in detail:

13. EXCLUSIONS/LEASED SYSTEMS

- (a) Is there anything on or about the property excluded from the sale? Yes No If "Yes," itemize_____
- (b) Are there any other leased systems that are not addressed elsewhere in the disclosure? Yes No If "Yes," itemize:

14. CRAWL SPACES AND BASEMENTS (Complete if applicable)

- (a) Has there ever been any water leakage, accumulation of water or dampness in the basement or crawl space? 🗌 Yes 🗌 No
- (b) Have there been any repairs or other attempts to control any water or dampness problems in the basement or crawlspace? Yes In o If any of your answers are "Yes," explain in detail:

15. WOOD DESTROYING ORGANISMS

- (a) Have termites or any wood destroying insects affected the property during your ownership? 🗆 Yes 🗋 No
- (b) Has wood rot affected the property during your ownership? Yes No
- (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? 🗌 Yes 🗌 No

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- (d) Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
- (e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No What type of bond? What company?
- (f) Do you know of any wood destroying organisms reports on the property in the last five years? 🗌 Yes 🗌 No

If any of your answers are "Yes," explain in detail:

Initials

Jult

16. SOIL / DRAINAGE / BOUNDARIES

- (a) Is there any fill or pipe clay on the property?
 Yes No Unknown
- (b) Has there been any settling or earth movement on the property or in the immediate neighborhood? 🗌 Yes 🗌 No 🗌 Unknown
- (c) Is the property located in a flood hazard area? Yes No Unknown Flood zone, if known
- (d) Is flood insurance required by your lender? Ses No
- (e) Have there been any past or present drainage or flood problems affecting the property or adjacent properties? 🗆 Yes 🗋 No 🗋 Unknown
- (f) Are there any encroachments, boundary line disputes, or easements affecting the property? 🗌 Yes 🗌 No 📋 Unknown
- (g) Are there any shared driveways, fences or joint use agreements?
 Yes
 No
- (h) Who owns any fences? _
- (I) Are there any conservation easements or environmental restrictions? 🗌 Yes 🔲 No 📋 Unknown

If any answers are "Yes," explain in detail: _

17. TOXIC SUBSTANCES

(a) Are you aware of any hazardous materials in, on or about the property? (h azardous Materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks) \Box Yes \Box No

(b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? Yes No

If any answers are "Yes," explain in detail:

18. NEIGHBORHOOD

(a)	Are you aware of any proposed change or condition in your neighborhood that could affect the value or desirability of the property?
	Yes No If "Yes," explain in detail:

(b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know

- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District:
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District:

19A. HOMEOWNERS' ASSOCIATIONS

If the property is part of an association, complete the following:

(a)	(a) What is the annual fee? \$	How is it paid?		
	monthly yearly other			
(b)	(b) What does the annual fee cover?			
(c)	(c) Are fees current? Yes No			
(d)	(d) Who is the contact person for the association	Phone #		
(e)	(e) Are there any defects, damages, legal actions	conditions or assessments that may affect the association or its fees?	[]Yes	No
(f)	(f) Are you aware If the property has any violatio	ns of the restrictive covenants? 🔲 Yes 🔲 No		
(g)	(g) If "Yes," explain in detail:			

Initials

AN 18

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY BEQUIRED BY SECTION 720.401 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMMARY

Disclosure summary for _____

(NAME OF COMMUNITY)

- 1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
- 2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
- You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$_______ per _______. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change. If applicable, the current amount is \$_______.
- 4. You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
- Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
- 6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$_____ per _____.
- 7. The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
- 8. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
- 9. These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.

20. OTHER FEES AND RESTRICTIONS

(a)	Are there any transfer fees? Yes No Unknown If yes, to whom	Amount \$
(b)	Is there an "enhancement" fee or any other type of fee upon resale? Yes No Unknown	
	If yes, what kind of fee to whom	Amount \$
(c)	Is there a CDD (Community Development District) fee attached to your property?	
	If yes, amount \$ how is it paid?	
(d)	Are there any mandated re-sale fees or commissions to a 3rd party upon re-sale (i.e.: a developer, bro	
	□Yes □No □Unknown If yes, amount \$to whom?	
(e)	Are there any special assessments or any other fees of any type? Yes No	
	If yes, please explain nature of assessment/fee and amount	

Initials

21. OTHER MATTERS

- (a) Does anyone have a first right of refusal to buy or an option to buy to this property? 🗌 Yes 🗌 No
- (b) Is there any existing or threatened legal action affecting the property? 🗌 Yes 🗌 No
- (c) Are you aware of any zoning violation, non-conforming use, set back violations, or proposed zoning or road changes? 🗌 Yes 🗌 No
- (d) Are you aware of any violations of local, state, or federal laws or regulations relating to this property? 🗌 Yes 🗌 No
- (e) Is there anything else you feel you should disclose to a prospective buyer that may materially and/or adversely affect the value or desirability of the property? 🗌 Yes 🗌 No
- (f) If "Yes," explain in detail:

The undersigned SELLER represents that the information set forth in the foregoing property disclosure statement is accurate and complete to the best of the SELLER'S knowledge on the date signed below. SELLER does not intend this property disclosure statement to be a warranty or guaranty of any kind. SELLER hereby authorizes Listing Broker to provide this information to prospective BUYERS and to other real estate brokers and other agents.

SELLER understands and agrees that SELLER will immediately notify Listing Broker in writing if any information set forth in this property disclosure changes.

Seller:	Acot Wilson	Jale	Date:12/12	
Seller:	-		Date:	

RECEIPT AND ACKNOWLEDGMENT BY BUYER

BUYER hereby acknowledges receipt of a copy of this property disclosure. BUYER furthermore acknowledges BUYER has been in and upon subject property. BUYER is strongly advised to obtain property inspection(s) as provided for in the Deposit Receipt and Contract for Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised that some properties may have siding materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and determine what conditions these materials may be in. BUYER is aware that this property disclosure is not intended as a warranty or guaranty of any kind by SELLER. The Brokers and their Sales Associates do not warrant or guarantee the condition of the property and are in no way responsible for the condition of the property. BUYER understands that the property is being sold in its present condition unless otherwise agreed upon in the Deposit Receipt and Contract for Sale and Purchase. BUYER acknowledges no representations concerning the condition of the property are being relied upon by BUYER except as disclosed herein or in the Deposit Receipt and Contract for Sale and Purchase.

Buyer: ____

Date:



TALLAHASSEE BOARD OF REALTORS®, INC. CONTRACT FOR SALE AND PURCHASE

(REVISED JANUARY 2011)



PARTIES: Kavin R. and Kane R. Gaby SELLER and Instruct Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that Instruct Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that Instruct Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that Instruct Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that Instruct Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that Instruct Contract Shall be College Suddivision Part of Tax ID # 00-00-086-000-11583-000 Unit Instruct Contract Shall be Colleged (coll delivered and the purchase price paid to SELLER on or before 30 Days after zoning approval If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract. POSESSION OF THE PROPERTY WILL DE DELIVERED TO BUYER AT CLOSING at which times SELLER will have removed all perconal Items and tash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing Imposition, Clean and the Property will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract. PURCHASE PRICE; METHOD OF PAYMENT: Initial Deposit in the amount of \$		D	O NOT MAK	E CHANGES ON THIS CONTRAC	T - IF CHANGES ARE NE	EDED USE A COUNTER	OFFER FORM
District Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that itte SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase. 1. LEGAL DESCRIPTION OF REAL ESTATE: 5. Lot	1	PARTI	ES:	Kev	in R. and Kane R. Gaby		SELLER and
a the SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase. 1. LEGAL DESCRIPTION OF REAL ESTATE: Lot	2		Dis	strict Board of Trustees of Tallah	assee Community Colleg	je or a	ssignees, BUYER, agree that
subdivision Part of Tax ID # 00-00-086-000-11583-000 Unit cocated in Wakulla County, Florida. Metes and Bounds legal description attached. z.PROPERTY ADDRESS (INCLUDE ZIP CODE): xxx Crawfordville Highway, Crawfordville FL 32327 3. CLOSING AND POSSESSION: introduction of the closed, ded delivered and the purchase price paid to SELLER on or before_30 Days after zoning approval. if no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract. if on date is filled in Closing will be on or before 45 days after contract Date, unless extended by other provisions of this Contract. g can not happen within 14 days after Colsing Date tither Part may attribute and contract by delivering written notice to the other Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract. Hital Deposit in the amount of \$		the SEL	LER shall sell a	nd the BUYER shall buy the followin	g Property upon the terms a	and conditions of this Con	tract For Sale and Purchase.
6 Jocated in	4						
2. PROPERTY ADDRESS (INCLUDE ZIP CODE): 3. CLOSING AND POSSESSION: 10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before30 Days after zoning approval1 10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before30 Days after zoning approval1 10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before30 Days after zoning approval1 11 This Contract shall be closed, deed delivered and the purchase price paid to SELLER with have removed all personal items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing But Eleventer ways terristication of utilities and other services essential to Closing, But If Closing can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other Party and BUYER Will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract. 17 4. PURCHASE PRICE; METHOD OF PAYMENT: 18 Initial Deposit in the amount of \$	5	Lot	t Ø	Block Subdivision _	Part of Tax ID # 00-00-	086-000-11583-000	Unit
8	6						
3. CLOSING AND POSSESSION: 1 11 15. Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before	7	2. PR	OPERTY AD	DRESS (INCLUDE ZIP CODE):			
10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on Defore. <u>30 Days after zoning approval</u> 11 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract. 13 Items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Partles make Closing items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Partles make Closing anot happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract. 17 4. PURCHASE PRICE; METHOD OF PAYMENT: 18 Initial Deposit in the amount of \$	8			xxx Crawford	lville Highway, Crawfordy	/ille FL 32327	
18 Initial Deposit in the amount of \$	10 11 12 13 14 15	Thi If n PO ite im car	is Contract shal no date is filled SSESSION OF ms and trash a possible, Closi n not happen y	Il be closed, deed delivered and the I in Closing will be on or before 45 THE PROPERTY WILL BE DELIVER and cleaned the Property. If extrer ing may be extended up to 3 days a within 14 days after Closing Date el	days after Contract Date, t RED TO BUYER AT CLOSING me weather or other local of after restoration of utilities ither Party may terminate t	unless extended by other G at which time SELLER wi conditions out of control and other services essen his Contract by delivering	of the Parties make Closing tial to Closing. But if Closing written notice to the other
Ware: Wakulla Title Company Address: 3004 Crawfordville Highway, Crawfordville FL 32327 Phone Number: 850-926-3934 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made within	17	4. PL	JRCHASE PR	ICE; METHOD OF PAYMENT:			
20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327 21 Phone Number: 850-926-3934 22 A. Amount of initial Deposit applicable to down payment accompanies this offer 🖾 to be made within <u>5</u> days after Contract Date. \$ 10.00 23 within <u>5</u> days after Contract Date. \$ 10.00 24 B. An additional Deposit in the amount of	18	Ini	tial Deposit in	the amount of \$10	0.00 to be held in trust, alor	ng with any additional De	eposits by:
20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327 21 Phone Number: 850-926-3934 22 A. Amount of initial Deposit applicable to down payment accompanies this offer 🖾 to be made within <u>5</u> days after Contract Date. \$ 10.00 23 within <u>5</u> days after Contract Date. \$ 10.00 24 B. An additional Deposit in the amount of	19	Na	me:		Wakulla Title Compa	any	
 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made within <u>5</u> days after Contract Date	20	Ad	ldress:	3004 Cra	wfordville Highway, Craw	vfordville FL 32327	
 within <u>5</u> days after Contract Date <u>10.00</u> B. An additional Deposit in the amount of <u>5</u> shall be due on or before the following date: <u>5</u> if said sum is not timely received BUYER shall be in default. C. New third party financing (see Clause #7A) <u>Conventional</u> FHA <u>VA</u> <u>5</u> D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of <u>5</u> E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C). F. Other: <u>5</u> MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER Deposits held in trust will be disbursed according to the terms of this Contract. Failure of Clearance of Deposits shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE 	21	Ph	one Number:		850-926-39	934	
 shall be due on or before the following date:		A.	Amount of in within5	nitial Deposit applicable to down p days after Contract Date	ayment 🔲 accompanies tl	his offer 🛛 to be made	\$10.00
26 If said sum is not timely received BUYER shall be in default. 27 C. New third party financing (see Clause #7A) [Conventional] FHA] VA] \$ 28 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of\$ 29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)\$ 30 F. Other:\$ 31 G. Approximate balance of down payment to close (not including BUYER'S closing expenses)\$ 32 MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER 33 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits 34 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be 35 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. 36 H. PURCHASE PRICE \$ 120,000.00	24	B,	An additiona	I Deposit in the amount of			"\$
 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of\$ E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)\$ F. Other:\$ 119,990.00 G. Approximate balance of down payment to close (not including BUYER'S closing expenses)\$ MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE\$ 120,000.00 							
 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)\$ F. Other:\$ 119,990.00 G. Approximate balance of down payment to close (not including BUYER'S closing expenses)\$ MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER Deposits held in trust will be disbursed according to the terms of this Contract. Failure of Clearance of Deposits shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE	27	C.	New third pa	irty financing (see Clause #7A) 🔲 C	Conventional CFHA CVA	[]	\$
 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C)\$ F. Other:\$ 119,990.00 G. Approximate balance of down payment to close (not including BUYER'S closing expenses)\$ MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER Deposits held in trust will be disbursed according to the terms of this Contract. Failure of Clearance of Deposits shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE	28	D.	Assumption (of mortgage (see Clause #7B) havi	ing an approximate princip	al balance of	., \$
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 G. Approximate balance of down payment to close (not including BUYER'S closing expenses)\$ MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER Deposits held in trust will be disbursed according to the terms of this Contract. Failure of Clearance of Deposits shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE 	30						
 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses. H. PURCHASE PRICE 466 	32 33	G,	Approximate MONIES DUI Deposits held shall not excu	e balance of down payment to clos E AT CLOSING SHALL BE PAID BY In trust will be disbursed according to use performance by BUYER. At time	e (not including BUYER'S c OFFICIAL BANK CHECK C the terms of this Contract. Fa of Closing, Deposit in exces	losing expenses) DR WIRE TRANSFER ilure of clearance of Deposil ss of down payment will b	\$ ts e
146			applied to oth	her costs of BUYER, or refunded if in e	excess of required down pay	ment and closing expense	S.
1 of 9 Initials:Kh	36	H.	PURCHASE	PRICE	1 * \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	***************************************	\$120,000.00
					1 of 9	Initials:	16

37 5. EXPENSES	
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38	If SELLER has agreed to pay any of BUYER'S costs, BUYER agrees to pay advance costs and be reimbursed by SELLER at time of closing. Should
39	Contract not close, each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on behalf of BUYER.

39	co	intract not close, each raity will pay it	of items supulated below exe	cpr the set	Leen will not be responsible i	
40	BU	JYER WILL PAY FOR THE FOLLOW	ING:			
41	X	Owner's Title Insurance (primary i	ssue) plus Fees	1	Any loan costs required b	y Lender
42		Mortgagee's Title Insurance (simult			Any loan costs in excess o	
43		One half of all Title Insurance Cost		С	Prepaid Interest, Taxes, Ha	izard Insurance &
44		Loan Origination Fee			Homeowner Dues	
45		Loan Discount Points			Prepaid Mortgage Insurar	
46		Intangible Tax on Mortgage(s)			BUYER'S Attorney's Fees	
47	Ш	Documentary Stamps on Note(s)		Ľ	Home Warranty not to exe	ceed \$
48	\mathbb{X}	Recording Fees		ſ	Wood Destroying Organis	ims Inspection(s)
49		Credit Report			not to exceed \$ Inspection Fees per Claus	
50		Appraisal Fee(s)				
51		Survey			Other Fees (specify)	
52	\mathbb{X}	Flood Certification Letter]	
53	9:	LLER WILL PAY FOR THE FOLLOW	VING			
					Allowable costs on behall	of RUVER not to exceed
54		Brokerage Fee Documentary Stamps on Deed				be applied in the following
55 re		Mortgage Satisfaction & Recordin	a Faar		order (to items checked)	
56 57		Any Applicable Prepayment Pena			FHA/VA Costs required	
57 58		SELLER'S Attorney's Fees (if any)	ity		Prepaids	I OI SELLEIN
59 59		Wood Destroying Organisms Inspe	ction(c) not to overand \$		Discount Points	
60		Wood Destroying Organisms Treat				ling those BUYER has agreed
61	4		auco #11		to pay for in Clause #5	
62	П	Owner's Title Insurance (primary i			Repairs & Replacements r	equired by LENDER (not
63		Mortgagee's Title Insurance (simul			including WDO treatment	
64		One half of all Title Insurance Cos		liciits	\$	
65		Survey	65	ſ	Other Fees (specify)	
66		Home Warranty not to exceed \$_		ľ	1 S S	
67	hund		**************************************	ſ	1	
	Western			\$celour	·	
68		THE FOLLOWING TO BE ORDERE	D BY: BUYER SELL	FR		
69		Title Insurance	Surrow Contraction of the second	ha 4 S		
70		Survey		a 10 A		
71		WDO Inspectio		from	l	
72		Home Warrant	у 🗋 🗋	from	l	
73 74 75 76 77 78 79 80 81 82 83		ERSONAL PROPERTY INCLUDI fixed equipment, fixtures, and the Above Ground Pool Ceiling Fans-all Central Vacuum and Attachments Dishwasher Disposal Dryer Garage Door Opener and Transmitter(s) e following items are excluded fro	e following non-fixed items Generator Ice Maker–Stand Alone Intercom Light Fixtures – all Microwave Oven Pool Equipment Pool Heater Range/Oven	on Prope Ref Sat Sec Sp Sp Stc Tra Wa	rty on Contract Date are in frigerator 🗌 with Ice Maker tellite System curity System–owned a or Hot Tub with Heater rinkler System orage Shed ash Compactor	cluded: Water Softener/Purifier Window Treatments-all Window/Wall AC
04			676 (CONTRACTORISTIC)			
84	10120		2 of 9		Initials:	4G
						New

7. FINANCING: 85

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A. NEW THIRD PARTY FINANCING: 86

BUYER shall have 15 days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in 87 Clause #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified 88 SELLER of BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with 89 the exception that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days 90 BUYER may void Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will 91 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing 92 of the Termination Form. Once the 15 day period passes if the BUYERS loan Is declined the deposit will NOT be refunded 93 for any financing reason other than those having to do with the provision in Clause 8 pertaining to appraisal. BUYER will 94 make complete loan application no later than 5 days from Contract Date. FAILURE TO MAKE COMPLETE LOAN APPLICATION 95 WITHIN 5 DAYS SHALL CONSTITUTE A WAIVER OF THIS FINANCING CONTINGENCY, COMPLETE LOAN APPLICATION INCLUDES 96 FURNISHING TO THE LENDER ANY CREDIT, FINANCIAL, EMPLOYMENT, TAX RETURNS OR OTHER INFORMATION REQUESTED 97 BY THE LENDER AND INSTRUCTING LENDER TO IMMEDIATELY ORDER AN APPRAISAL. BUYER authorizes BUYER'S lender to 98 disclose information regarding the status and conditions of the loan application and approval to the SELLER, SELLER'S Sales 99 Associate, and Closing agent. 100

B. ASSUMPTION OF MORTGAGE: 101

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	without qualifyingadjustable in	lefest fate [inventification of i	TIUNOI OI

bearing interest at _____% per annum payable \$_____ PI or PITI per month. 103

This Contract 🔲 is 🔲 is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall 104 furnish a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and 105 the standing of each mortgage within 5 days from Contract Date. BUYER shall make application for assumption, if required 106 by SELLER or lender, within 10 days from the date of this Contract. On assumption, BUYER will pay any mortgage charge for 107 change of ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 108 2 days of denial of intent to void Contract and provide lender documentation of credit commitment denial. Notification will 109 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of 110 111 the Termination Form.

THE SELLER IS ADVISED TO SEEK LEGAL COUNSEL CONCERNING SELLER'S LEGAL LIABILITY UPON ASSUMPTION. 112

C. SELLER FINANCING: 113

Purchase money note and mortgage from BUYER to SELLER bearing interest at _____% per annum for a term of 114

of remaining principal balance to be due with ______ payment. 116

Purchase money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended 117 coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. 118 Mortgagee shall be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage 119 and after 15 days default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the 120 payment is applicable; D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part 121 of the principal at any time with interest to date of payment without penalty; F) Prior written consent of mortgagee to any 122 additional advances from superior mortgage holders; G) All sums outstanding under the mortgage shall be due in full on 123 resale of the Property. 124

APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS. 125 8.

126 A. If appraisal sets forth the appraised value of less than purchase price, BUYER will:

- Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation; 127 128 or
- 2. Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable sales 129 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination Form and 130 BUYER will receive a refund of Deposit upon signing of the Termination Form. 131

B. If appraisal of the Property is insufficient to meet the terms of loan approval (other than value), within 3 days of BUYER receiving 132 notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors 133 Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 134

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- FHA: 135 Π
- It is expressly agreed that notwithstanding any other provisions of this Contract, the BUYER shall not be obligated to complete 136
- the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless 137
- the BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing 138
- Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not 139
- . The BUYER shall have the privilege and option of proceeding with consummation of the less than \$ 140 Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum 141
- mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of 142
- the Property. The BUYER should satisfy himself/herself that the price and condition of the Property are acceptable. 143
- 144 VA:
- It is expressly agreed that, notwithstanding any other provisions of this Contract, the BUYER shall not incur any penalty by forfeiture of earnest 145 money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract to purchase price or costs exceeds 146 the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option 147
- of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the VA. 148

CASH: SELLER FINANCING: OTHER NEW THIRD PARTY FINANCING: 149 X

- If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days 150 from Contract Date. If new third party financing, BUYER shall provide for appraisal as pursuant to Clause #7. BUYER shall be deemed 151 to have waived BUYER'S right under this Clause if BUYER fails to have an appraisal, or provide SELLER written notice of termination 152
- of Contract due to appraised valuation being less than purchase price and provide proof of under valuation. 153

HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA: 154 9.

- Within 15 days of Contract Date A) Buyer may determine that Hazard and Flood insurance (if applicable) are available to BUYER'S 155 satisfaction, B) BUYER may obtain a Flood Certification Letter to determine if the Property is in a Special Flood Hazard Area. At any time 156 within the 15 days of Contract Date BUYER may void Contract by notifying SELLER, in writing, if Buyer wishes to void the Contract for 157 any reason in this Clause. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a 158
- 159 refund of Deposit upon signing the Termination Form.
- 10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS. 160
- If survey shows an encroachment it will be treated as a title defect. 161

11. WOOD DESTROYING ORGANISMS INSPECTION: 162

- 163 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing 164 by a state licensed pest control firm showing all buildings on the premises except
- to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms 165 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above. 166 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT. 167
- If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount 168 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or 169
- B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy 170 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of 171 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days 172 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination 173 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 174
- 175 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair, 176 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment 177 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee 178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

12. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY 179 180 REPRESENTATION MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY.

181 SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and Brokers, SELLER agrees to provide access and all utilities for BUYER'S inspections, BUYER shall be responsible for cost of all 182 inspections, except for WDO inspection which shall be paid by the Party stipulated in Clause 5. Buyer acknowledges that some 183 184 home improvements require permits from government entities, and failure to obtain required permits may result in assessments 185 or liens against the property. Buyer is not relying on any statements by Brokers regarding permits or previous improvements to 186 the property. If BUYER fails to make inspections, or deliver timely written notice within 15 days of Contract Date as stipulated 187 below BUYER waives all rights to do so and agrees to accept the Property in its current condition, except that SELLER is required 188 to maintain Property in the same condition as at time of Contract. At time of Closing, SELLER will assign all assignable repair and 189 treatment contracts to the BUYER, with BUYER paying any applicable transfer fees. SELLER will also provide BUYER with all keys, 190 garage door opener transmitters and access codes and provide BUYER with copies of invoices for all repairs made to Property by 191 third party persons within 90 days prior to closing date.

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- BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS WITHIN 15 DAYS OF CONTRACT 192 DATE IF CONTRACT IS TERMINATED FOR ANY REASON. 193
- A. 🔲 Within 15 days of Contract Date BUYER may have the Property inspected by state or county licensed person(s) dealing in repair, 194 construction, radon testing or home inspection, to determine if there are defects. At any time within the 15 days BUYER may terminate 195 Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee 196 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 197
- Should BUYER wish to proceed with the sale: 198
- WARRANTED ITEMS: SELLER will have warranted items in proper working condition on the day of Closing or possession, 199 whichever occurs first. Warranted items are the heating, cooling, electrical, plumbing, appliances, well, septic tank and 200 systems, sprinkler system, owned or leased security system, pool and spa. SELLER is not obligated to bring any item into 201 compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not required to 202 repair cosmetic conditions. "Proper working condition" means operating in the manner in which the item was designed to 203 operate and "cosmetic condition" means aesthetic imperfections that do not affect the working condition of the item. 204
- NON-WARRANTED ITEMS: (All items other than those addressed in Clauses #11 and #12.A.1 above). In the event there are 205 2. defects in non-warranted items, BUYER shall have the option to accept the item in its current condition or make a request 206 207 of SELLER for repairs and/or remedies.

Notification of repairs required for warranted items and requests for repairs and/or remedies of non-warranted items shall be made 208 on the Tallahassee Board of Realtors Inspection Addendum and COMPLETE COPIES OF ALL INSPECTION REPORTS shall be attached. 209 SELLER may then agree to BUYER'S request, respond as to what non-warranted repairs and/or remedies SELLER is willing to make 210 or reject BUYER'S request for repairs and/or remedies of non-warranted items in which case BUYER may make another request or 211 terminate the Contract and receive a refund of Deposit. Negotiation of non-warranted repairs and/or remedies between BUYER 212 and SELLER will continue until either an agreement is reached or either BUYER or SELLER may terminate the Contract in which case 213 BUYER will receive a refund of Deposit. All responses shall be made on the Tallahassee Board of Realtors Inspection Addendum, 214 other than termination, which shall be on the Tallahassee Board of Realtors Termination Form, and each Party will have 5 days to 215 respond to the other Party's last request. Should either Party fail to make a written response within the time frame called for, 216 that Party will be deemed to have agreed to the other Party's last request. 217

- B. BUYER agrees to accept the Property in its present "as is" condition. 218
- 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in 219 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time 220 221 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund 222 of Deposit upon signing of the Termination Form. 223
- SELLER will not do WDO repairs and/or treatment. 224
- SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11. 225
- 2. D BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do 226 further inspections, including WDO inspection. 227
- In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first, 228 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause13. If BUYER fails to do 229 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the 230 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and 231
- return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection). 232

13. MAINTENANCE: 233

SELLER shall maintain Property, including items repaired/remedied, lawn, shrubbery, pool, any other improvements, until BUYER'S 234 235 Closing or possession, whichever occurs first, in the same condition as at time of Contract, ordinary wear and tear excepted.

14. RISK OF LOSS: 236

- The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price, 237
- BUYER may have the option to void this Contract and receive a refund of Deposit. If Property is damaged up to and including 3% of the 238
- purchase price, SELLER will have 15 days to restore Property to original condition as of Contract Date and proceed to Closing. If the 15 239
- day period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date, SELLER will notify 240
- BUYER, in writing, if Property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in writing on the 241
- Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 242

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15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS: 243

Closing will take place in the county where Property is located unless otherwise agreed to in writing by all Parties. Closing must 244 be able to be conducted by mail or electronic means. Pursuant to Clause #5, Party ordering title insurance shall order from a 245 Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon 246 recording of conveyance. The policy(s) will insure the title to the real Property, subject only to liens, encumbrances, exceptions or 247 qualifications set forth in this Contract and those which shall be discharged at or before Closing. If a defect in title is discovered, 248 SELLER will have 15 days from receipt of notice of said defect within which to clear the defect at SELLER'S expense. If any such title 249 defect cannot be cured within the 15 days, BUYER may accept the title as is or BUYER may void the Contract by notifying SELLER, 250 in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit. BUYER IS ADVISED 251 TO HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS. Title to the real Property shall be conveyed by warranty deed 252 unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the Property 253 with all improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject 254 Property for 90 days preceding Closing Date for which a lien could be filed. If the Property has been repaired within 90 days preceding 255 Closing Date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges for 256 preparation of deed and/or lien affidavit, cost of preparation shall be paid for by Party choosing closing company. BUYER will take 257 title to the Property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years, 258 special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, 259

public utility easements, and restrictive covenants of record. 260

16. PRORATIONS: 261

All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income 262

- 263 and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis 264
- of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either 265
- Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing. 266

17. SPECIAL ASSESSMENT LIENS: 267

- Special assessment liens as of Closing are to be paid by SELLER. Pending assessment(s) as of Closing will be assumed by BUYER, 268 269
- provided, however, that where the improvement has been substantially completed as of Contract Date, such pending assessment(s) 270 shall be considered a lien and SELLER will be charged at Closing an amount equal to the last estimate of the improvement assessment.
- Any pending assessment lien not disclosed to BUYER in writing prior to final signing of Contract will permit BUYER to void this 271
- 272 Contract and receive a refund of Deposit, unless paid by SELLER prior to or at time of Closing.

18. LEASED PROPERTY: 273

- SELLER will furnish to BUYER copies of all written leases or estoppel letters from any persons without written occupancy agreements, 274 within 5 days from Contract Date. Estoppel letters will specify the nature and duration of occupancy and verify all rents and rental 275 276 deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may, within 15 days from Contract Date, void Contract by notifying SELLER, in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund 277
- of Deposit upon signing Termination Form. All rental deposits and advance rents will be transferred to BUYER at Closing. 278

19. BUYER'S DISCLOSURES: 279

THE FOLLOWING DISCLOSURES MAY CONTAIN CONTINGENCIES. IF A CONTINGENCY HAS NOT BEEN SATISFIED PURSUANT TO 280

THE TERMS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHIN THE TIME FRAME SPECIFIED, IN WRITING, ON THE 281 TALLAHASSEE BOARD OF REALTORS TERMINATION FORM AND RECEIVE A REFUND OF DEPOSIT UPON SIGNING OF TERMINATION 282 283 FORM. IF BUYER DOES NOT REPORT OTHERWISE, IN WRITING, TO THE SELLER WITHIN THE REQUIRED TIME, CONTINGENCY SHALL

- 284 BE DEEMED WAIVED AND BUYER SHALL PROCEED TO CLOSING.
- A. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 285 may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state 286 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained 287 from your county health department, (Chapter 404.056(8), F.S.) 288
- B. BUILDING ENERGY EFFICIENCY: BUYER may have the energy efficiency of the building they are purchasing determined pursuant to 289 Chapter 553.996, F.S. BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure. 290
- 291 С. **PROPERTY TAXES:** BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers 292 293 reassessments of a property that could result in higher property taxes. If you have questions concerning valuation, contact the 294 county Property Appraiser's office where the Property is located or see www.myflorida.com/dor/property/appraiser.html .

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- D. ROAD AND DRAINAGE FACILITY MAINTENANCE: BUYER may be responsible for the maintenance of roads and related drainage, 295 if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental 296 authorities, said governmental authority shall have no responsibility for such maintenance. If the Property is served by street(s) 297 and street related drainage facility(ies) which are not dedicated to the public as determined exclusively by buyer prior to signing 298 the contract for sale and purchase, the following shall apply if checked: 299
- PRIVATE STREET AND DRAINAGE CERTIFICATION: I hereby acknowledge that I am purchasing the Property referenced 300 above and I understand that the City and/or County is not responsible for street or drainage maintenance, and that I may be 301 responsible for such maintenance of all street(s) which this Property abuts. 302
- LAND USE DISCLAIMER: Land use regulations are unpredictable and constantly changing. The Property is subject to a 303 E. Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive 304 covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the 305 boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact 306 the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan 307 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of Realtors Special Clause 308 Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants, restrictions, 309 and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract. 310
- SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for Buyer's 311 intended use of the Property, SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions, and 312 easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from 313 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government 314 land use regulations, or any other statements or representations regarding the use or potential use of the Property. 315
- SCHOOL ZONES: BUYER is advised to verify schools zones and possible school and grade level caps through the local school 316 F. board. For the Leon County School Board see www.info.leon.k12.fl.us/zones/by_address/Default.asp or call 850-487-7257. 317 For other counties see www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1 318
- SQUARE FOOTAGE: BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of G. 319 Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern 320 to BUYER, BUYER is advised to personally measure the Property. 321
- H. SEWER; SEPTIC TANKS: It is the responsibility of BUYER to contact the appropriate utility department to determine If a sewer is 322 currently in use, If the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department 323 regarding the continued use of that system. 324
- INSPECTIONS: BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for 325 1. Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised 326 that some properties may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed 327 the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and 328 determine the condition of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or 329 warrant the condition of the Property and are in no way responsible for the condition of the Property. 330
- J. SELLER'S PROPERTY DISCLOSURE; HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: 331 IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER 332 BEFORE SIGNING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S 333 AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY 334 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. 335 336 BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. 337
 - BUYER has been provided with a copy of the Homeowners' Association/Community Disclosure prior to Contract.
 - BUYER has been provided with a copy of the SELLER's Property Disclosure containing the Homeowner's Association/ Community Disclosure prior to Contract.
- 🗵 This Contract is contingent upon SELLER completing and providing to BUYER, within 5 days of Contract Date, the Tailahassee 340 Board of Realtors SELLER'S Property Disclosure containing the Homeowner's Association/Community Disclosure. The BUYER 341 342 has 3 days after receipt to review and find it acceptable.

343 **K. RESTRICTIVE COVENANTS:**

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- 344 BUYER should contact applicable Homeowner's Association (If any) with any guestions concerning the Property use and/or restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions 345 and to make sure the documents are complete and current. 346
- 🖵 This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them 347 satisfactory. 348

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349 L. BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):

- 350 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
- This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
- provided by the SELLER. The BUYER has 3 days after receipt to re
 BUYER has been advised there is no written warranty.

354 20. FAILURE OF PERFORMANCE:

A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; **OR** SELLER at

- 358 SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of
- 359 SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER
- 360 may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages
- 361 resulting from SELLER'S breach.

362 21. ATTORNEY FEES AND COSTS:

In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. If Escrow Agent interpleads the subject matter of the escrow. Escrow Agent will pay the filing fees and costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent and

- 368 charged and awarded as court costs in favor of the prevailing Party.
- 369 22. ADDENDUM attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:
- 370 Tallahassee Board of Realtor's Special Clause Addendum
- 371 Insulation Rider (new residence only)
- 372 Lead Base Paint Disclosure (if built prior to 1978)
- 373 FHA Inspection Rider
- 374 Condominium Riders
- 375 X # 2 Additional Riders described as follows:
- 376 Contingency Addendum and Additional Provisions Addendum
- 377

378 23. SPECIAL CLAUSES:

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392 24. WRITTEN; FAX; E-MAIL; OTHER AGREEMENTS; NOTIFICATIONS:

- 393 Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except
- those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will
- control all printed provisions in conflict. The placement of "x" or "<" within a box shall make the provision applicable. Any written
- 396 notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. If communication
- is transmitted by FAX or e-mail, signing will be considered binding by Parties for the purpose of this Contract, any addendum, and
- any future addenda to this Contract.

399 25. TIME FOR ACCEPTANCE; CONTRACT DATE:

- 400 If this Contract For Sale and Purchase is not executed by SELLER and BUYER prior to (date)
- at ______ at _____ an ___ pm, the Deposit will be returned to BUYER and this offer will be null and void. The Contract Date will be the date when the last Party dated and signed the offer or final counter offer.

403 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

404 ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS INCLUDING WEEKENDS AND HOLIDAYS AND IN THE TIME ZONE 405 WHERE PROPERTY IS LOCATED.

406 27. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL 407 ESTATE ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.

408	28.	BUYER	DATE	
409		BUYER	DATE	
410	29.	SELLER'S RESPONSE SECTION		

411	SELLER accepts offer as presented.	
1000	Pittering .	

SELLER counters BUYER'S offer (see separate COUNTER OFFER FORM. If a COUNTER OFFER FORM is fully executed by BUYER and SELLER it becomes a part of this Contract For Sale and Purchase).

11/12/12 DATE 1/12/12 ?. GROPPIE 414 SELL 415 SEL LER rejects offer Seller should initial and date for rejection) 416

417	Sonya Hall	sonyabug64@yahoo.com	850-5258-0857
	SELLING SALES ASSOCIATE (PRINT NAME)	EMAIL	PHONE
418	Waku	lla Realty	
	COMPANY (PRINT NAME)		DATE
419			
	LISTING SALES ASSOCIATE (PRINT NAME)	EMAIL	PHONE
420			
	COMPANY (PRINT NAME)		DATE
		9 of 9	

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ADDITIONAL PROVISIONS

ADDENDUM

THIS ADDENDUM is made by and between Kevin R. Gaby and Kane R. Gaby ("Sellers") and the District Board of Trustees of Tallahassee Community College ("Buyer"). This Addendum shall modify the Contract for Sale and Purchase ("Contract") of even date herewith for the purchase of the property located at xxx Crawfordville Highway, Wakulla County, Florida. Part of Tax ID 00-00-086-000-11583-000 by adding the following provisions:

- 1. Sellers do hereby grant to Buyer, its agents or employees reasonable access to the property prior to closing for the purpose of preforming its due diligence to include but not be limited to the Phase 1 environmental inspection, appraisal, surveys, soil tests, preliminary engineering reports and plans, the cost of which will be paid entirely by the Buyer. Buyer agrees to promptly relill holes dug in connection with soil test drilling and to otherwise repair any disturbance to the property caused by the actions of the Buyer.
- 2. At closing, Sellers shall, in accordance with statutory requirements set forth in Section 196.295 Plorida Statutes, deposit in eserow with the Wakulla County Tax Collector an amount equal to the current year's taxes for the property prorated to the date of transfer of title, based upon current assessment and millage rates on the land involved, if not already paid. This fund shall be used to pay any ad valorum taxes due, and the remainder of taxes which would have otherwise been due for that current year shall stand cancelled. If the actual taxes vary from the figures used to close the transaction, Sellers shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31 of the in which closing takes place and this provision shall survive closing. It is acknowledged by the parties that the College is exempt from the payment of ad valorum taxes and therefore, Sellers shall be responsible for taxes that may be assessed on the property for the year of closing.
- 3. Subsequent to Sellers entering into this Contract, Sellers shall not enter into any other contract concerning this Property.

In witness whereof, this Addendum has been excented as of the dates indicated herein.

BUYER

DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY

COLLEGE

SELLER

KEVIN R, GABY AND

KANER, GABY

Mandian Blance & Game

Contingency Addendum

This Contract is contingent on the happening of the following:

- The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
- Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
- 3. Within ninety (90) days of the date of execution of the Contract, Buyer's at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Sellers if the inspections are acceptable.
- 4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
- 5. The Buyer will provide at the Buyer's expense the site plans, ongineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
- Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above,
- The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow;
 Seller Scott Wilson Gaby Tax ID 00-00-087-000-1587-000 Approximately 36.73

Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac

- Buyer's first right of refusal and option to purchase the following: Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre Remaining Approximately 92,17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000
- 9. TCC approval of survey of properties totaling no less than 158 acres.
- 10. Julle and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-AS-02W-000-01953-000. A 50 ft.

X Bry John X Kas Caley Key Walny Rane & Baly

10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-4S-02W-000-01953-000. A 50 ft. conservation buffer will run contiguous with the 60 ft. roadway easement. Julie and Scott Gaby will grant Buyer an easement for permit able signage within 50 foot buffer at the beginning of 60 foot roadway easement on Highway 319. Buyer may asphalt 60 foot roadway easement. Buyer may at Buyer's expense move the gate at the beginning of the roadway easement to a location on said roadway easement past the point where the roadway easement makes a gradual turn South/Southeast near or at the entrance of Kevin and Kerry Gaby's homestead property. If the Buyer relocates the gate the Buyer will simultaneously move 20 Palm Trees to the new location of the gate. 11. Seller(s) will remove all debris from the property prior to closing.

BUYER: DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE SELLERS: KEVIN R. GABY AND KANE R. GABY

Buyer

Seller

TALLAHASSEE BOARD OF REALTORS®, INC. SELLER'S PROPERTY DISCLOSURE STATEMENT REVISED AUGUST 2011 IT IS SUGGESTED THAT COPIES OF THIS DISCLOSURE BE AVAILABLE AT THE PROPERTY Seller: Property address: MARK ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	EQUAL HOUSING OPPORTUNITY
Date Property Purchased Year Built	

NOTICE TO SELLER: Every SELLER is obligated to disclose to a BUYER all known facts that materially and/or adversely affect the value of the property being sold. This disclosure statement is intended to assist SELLER in complying with disclosure requirements and to assist BUYER in evaluating the property being considered. The listing broker, the selling broker and their respective salespersons will also rely upon this information when they evaluate, market and present SELLER'S property to prospective BUYERS.

NOTICE TO BUYER: This is a disclosure of SELLER'S knowledge of the condition of the property as of the date signed by the SELLER and is not a substitute for any inspections that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the listing broker, the selling broker, or their salespersons.

. IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 16 TO 2/ ONLY.

. When explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.

1. OCCUPANCY

- (a) Does SELLER currently occupy this property?
 Yes No
- (b) If not, when did Seller vacate property?
- (c) If property is vacant, provide date it was vacated.
- (d) Is the property tenant occupied? Yes No
- (e) If "Yes," is there a written lease? Yes No
- (f) Length of lease ____
- (g) Payment due under lease_____

2. STRUCTURAL ITEMS

- (a) Name of contractor or Builder who built home, if known
- (b) Are you aware of any past or present movement, shifting, deterioration, structural damage or other problems with walls or foundations?
- (c) Are you aware of any past or present cracks or flaws in the walls, foundation or other parts of property? 🗌 Yes 📋 No
- (d) Are you aware of any past or present water leakage or intrusion in the property? Yes No
- (e) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls? Yes No
- (f) Have there been any repairs or other efforts to control the cause or effect of any problem described above? Yes No
- (g) Has there ever been a fire in this property?
 Yes
 No
 Unknown
- (h) Are you aware of any problems with the fireplace? Yes No

If any of your answers are "Yes," explain in detail: ____

3. ADDITIONS / REMODELING

- (a) Have you made any additions, structural changes, or other alterations to the property? Yes No
- (b) If "Yes," explain:
- (c) If "Yes," did you obtain all necessary permits? Yes No Was all the work in compliance with building codes? Yes No If your answer is "No," explain:
- (d) Did the previous owners make any additions, structural changes, or other alterations to the property that you are aware of?
- (e) If "Yes," explain: _
- (f) Please provide the name of any contractor or individual who did any additions, structural changes or other alterations to the property, if known.

Initials:

_____ Date lease ends: ______

Д.	RO	
	(a)	Year roof put on
	(b)	Has the roof ever leaked during your ownership? 🗌 Yes 📄 No
	(c)	Has the roof been replaced or repaired during your ownership? Yes No
		If "Yes," provide name of Contractor or individual who did the work and details of replacement/repair
		Do you know of any problems with the roof or gutters?
5.		ING
	(a)	Exterior siding material(s)
		Brick Wood Vinyl Stucco Synthetic Stucco
	11-2	Manufactured Siding Other Unknown
		If manufactured siding, provide name of manufacturer, if known
	(C)	Do you know of any problems/defects with the siding? Yes No
		Have you filed any claims with manufacturers in regards to the siding? 🗌 Yes 🛛 No
	ll ai	y of your answers are "Yes," explain in detail:
б.	WI	IDOWS/DOORS/LOCKS
	(a)	Are the windows insulated glass? Yes No
	(b)	If "Yes," are there any fogged windows? Yes No Unknown
		If "Yes," which ones
	(C)	Are any windows broken or cracked? 🗌 Yes 🔲 No 📄 Unknown
	(d)	Do all operable windows open, stay open, close and lock properly? 🗌 Yes 📄 No 📄 Unknown
	(e)	Are any screens missing or damaged? Yes No Unknown
		If "Yes," which ones
	(f)	Do all doors operate properly? 🗌 Yes 🔹 No If no, explain in detail:
	(q)	Do you have keys to all door locks? 🗌 Yes 📋 No If no, explain:
7.	HE/	ATING AND AIR CONDITIONING
	(a)	Air c onditioning: 🗌 Central Electric 🔲 Natural Gas 🔲 Window Units Number units included in sale
		Heating: Central Electric Central Electric Heat Pump Fuel Oll Natural Gas Other
		de age if known
		rou aware of any problems regarding these items? 🗌 Yes 🗌 No
		there been any repairs/replacement of these units during your ownership? Yes No
	lf "Y	es," explain in detail:
		AG
		2 of 7 Initials (V)
		VG
		KRB

8. ELECTRICAL SYSTEM

(a)	Are you aware of	any	problems with the electrical system? 🗌 Yes	No
-----	------------------	-----	--	-----------

- (b) Who supplies electrical service: 🗌 City of Tallahassee 🔲 Talquin 🔲 Other ______
- (c) Average utility bill? \$_____ month

(d) Number of people living in property_____

9. PLUMBING

- (a) Are you aware of any problems with the plumbing system? Yes No
- (b) Are you aware of any polybutelene pipes? Yes No
- (c) Are you aware of any leaks, back-ups, water, and sewer/septic tank problems? [] Yes [] No
- (d) What is your water supply source: Public Community Well Well on Property
- (e) If your water is from a well, have there ever been repairs/replacements to the well or pump? [] Yes [] No [] Unknown
- (f) Has the well water ever been tested? 🗌 Yes 📄 No 📄 Unknown Test Results:____
- (g) Do you have a water conditioning system? ☐ Yes ☐ No
 If "Yes," is the system ☐ Owned ☐ Leased

 (h) What is the type of sewage system do you have? ☐ Public ☐ Community Sewer ☐ Septic Tank(s) How Many______
 Location(s) ______

 When was septic tank last pumped?______

During your ownership have there been any septic system problems? Yes No

(i) Does your utility bill contain a fee for sewer? Yes No If yes, it is the responsibility of the BUYER to contact the utility department to determine if a sewer is currently in use or if the sewer fee Is for availability of sewer for future usage.

(j) If on a septic tank, is sewer service available to your property? Yes No Unknown If yes, it is the responsibility of the BUYER to contact the local health department regarding continued use of a septic system.

(k)	Type of water heater?	□Gas	Electric	🗌 Solar	Number of Water Heaters?	Number of gallons?
	ls it on a timer? 🗌 Yes	🗌 No	Age of water I	heater(s)		

If any of your answers are "Yes," explain In detail:

10. COSMETIC DEFECTS

(a) Are you aware of any cosmetic defects? Yes No If yes, please describe:

11. EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Subject to final negotiated contract)

wark the items included in the sale of	it your property:		
Above Ground Pool	Generator	🗌 Refrigerator 🗌 with Icemake	er 🔲 Water Softener/Purifier
Ceiling Fans – all	Ice Maker – Stand Alone	Satellite System	Window Treatments – all
Central Vacuum and Attachments	Intercom	Security System – owned	Window/Wall AC
🗌 Dishwasher	Light Fixtures – all	Spa or Hot Tub with Heater	
Disposal	Microwave Oven	Sprinkler System	Ω
Dryer	Pool Equipment	Storage Shed	Π
Garage Door Opener	Pool Heater	Trash Compactor	
and Transmitter(s)	Range/Oven	Washer	
	Leased, If leased, from who	om	Cost Cost
If any of these items have any de	fects, explain in detail:		
	3	of 7 Initials	KG
	3		1/ 120

(4)	a) 🔲 POOL year installed	
		age of liner
(b)	b) Pool heater: 🗌 none 🗌 gas 🗌 electric 🗌 solar	
(c)		type: year installed
(d)	d) Is pool equipment included? Yes No If "Yes," itemize:	
(e) (f)		If yes, manufacturer name
(i) (g)		,
(h)		
16.5	If "Yes," itemize:	1
If y		please explain in detail:
-		
3. <u>EX</u>	EXCLUSIONS/LEASED SYSTEMS	
(a)		the sale? 🗌 Yes 🔲 No
(b)		d elsewhere in the disclosure? 🗌 Yes 🗌 No
(b) If a		ny water or dampness problems in the basement or crawlspace? Yes No
-		
1.000	NOOD DESTROYING ORGANISMS	
(a)	a) Have termites or any wood destroying insects affected the	
(a) (b)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownership 	p? []Yes [] No
(a)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by 	p? Yes No / termites or wood destroying insects during your ownership? Yes No
(a) (b) (c)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused i e) Is the property currently under bond for a wood destroying 	IP? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No
(a) (b) (c) (d) (e)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused lie e) Is the property currently under bond for a wood destroying What type of bond? 	p? ☐Yes ☐ No (termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No What company?
(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused lie e) Is the property currently under bond for a wood destroying What type of bond?	ip? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No What company? on the property in the last five years? ☐ Yes ☐ No
(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by e) Is the property currently under bond for a wood destroying What type of bond?	IP? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No What company? on the property in the last five years? ☐ Yes ☐ No
(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to	Ip? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No What company? on the property in the last five years? ☐ Yes ☐ No
(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to	ip? []Yes [] No y termites or wood destroying insects during your ownership? []Yes [] No by wood rot during your ownership? []Yes [] No ng insect from a licensed pest control company? []Yes [] No What company? on the property in the last five years? []Yes [] No
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(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to	Ip? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐ Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No ng insect from a licensed pest control company? ☐ Yes ☐ No
(a) (b) (c) (d) (e) (f)	 a) Have termites or any wood destroying insects affected the b) Has wood rot affected the property during your ownershi c) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to the property caused by d) Has there ever been any damage to	Ip? ☐Yes ☐ No y termites or wood destroying insects during your ownership? ☐Yes ☐ No by wood rot during your ownership? ☐Yes ☐ No mg insect from a licensed pest control company? ☐Yes ☐ No

16. SOIL / DRAINAGE / BOUNDARIES

- (a) Is there any fill or pipe clay on the property? ☐ Yes ☐ No ☑ Unknown
- (b) Has there been any settling or earth movement on the property or in the immediate neighborhood? 🖸 Yes 🖾 No Unknown
- (c) Is the property located in a flood hazard area? [Yes]No []Únknown Flood zone, If known____
- (d) Is flood insurance required by your lender? [Yes [No
- (e) Have there been any past or present drainage or flood problems affecting the property or adjacent properties? [Yes] No] Unknown
- (f) Are there any encroachments, boundary line disputes, or easements affecting the property? 🗌 Yes 🖽 No 🔲 Unknown
- (g) Are there any shared driveways, fences or joint use agreements? Ses Sho
- (h) Who owns any fences? ____
- (I) Are there any conservation easements or environmental restrictions? [] Yes [] No [] Unknown

if any answers are "Yes," explain in detail:

17. TOXIC SUBSTANCES

(a) Are you aware of any hazardous materials in, on or about the property? (h azardous Materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oll, fuel or other storage tanks) 🗆 Yes, 🖽 No

(b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? [Yes]No

If any answers are "Yes," explain in detail: .

18. NEIGHBORHOOD

- (a) Are you aware of any proposed change or condition in your neighborhood that could affect the value or desirability of the property? []Yes []No If "Yes," explain in detail:
- (b) Is this property subject to the Rooming House Ordinance? []Yes []No [] Don't Know
- (c) Is this properfy located within a geographical area which has been designated as a Historic Preservation Overlay District: Yes No Don't Know
- (d) is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District: Yes No Don't Know

19A. HOMEOWNERS' ASSOCIATIONS

If the property is part of an association, complete the following:

- (a) What is the annual fee? \$______ How is it paid?_____ 🗋 monthly 🗋 yearly 🗋 other
- (b) What does the annual fee cover?
- (c) Are fees current? []Yes []No
- (d) Who is the contact person for the association? _____ Phone # _____
- (e) Are there any defects, damages, legal actions, conditions or assessments that may affect the association or its fees? 🗌 Yes 🗋 No
- (f) Are you aware if the property has any violations of the restrictive covenants? [Yes] No
- (g) If "Yes," explain in detail:

5017

InItials

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720:401 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASEA BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMMARY

Disclosure summary for ____

(NAME OF COMMUNITY)

- 1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
- 2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
- You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
- 5. Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a fien on your property.
- 6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$______ per _____.
- The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
- 8. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
- 9. These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.

20. OTHER FEES AND RESTRICTIONS

- (a) Are there any transfer fees? Yes No Unknown If yes, to whom
- (b) Is there an "enhancement" fee or any other type of fee upon resale? Yes No Unknown
 If yes, what kind of fee _______ to whom _______ Amount \$_______
- (d) Are there any mandated re-sale fees or commissions to a 3rd party upon re-sale (i.e.: a developer, brokerage firm, etc.)
- (e) Are there any special assessments or any other fees of any type? []Yes []No. If yes, please explain nature of assessment/fee and amount

initials

Amount \$

6 of 7

21. OTHER MATTERS

(a) Does anyone have a first right of refusal to buy or an option to buy to this property?
Yes I No

- (b) Is there any existing or threatened legal action affecting the property? Yes Who
- (c) Are you aware of any zoning violation, non-conforming use, set back violations, or proposed zoning or road changes? [] Yes [] No
- (d) Are you aware of any violations of local, state, or federal laws or regulations relating to this property? [] Yes [] No
- (e) Is there anything else you feel you should disclose to a prospective buyer that may materially and/or adversely affect the value or desirability of the property? [] Yes [] No

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If "Yes," explain in detail: (1)

The undersigned SELLER represents that the information set forth in the foregoing property disclosure statement is accurate and complete to the best of the SELLER'S knowledge on the date signed below, SELLER does not intend this properly disclosure statement to be a warranty or guaranty of any kind, SELLER hereby authorizes Listing Broker to provide this information to prospective BUYERS and to other real estate brokers and other agents.

SELLER understands and agrees that SELLER will immediately notify Listing Broker in writing if any information set forth in this property disclosure changes.

seller: A. Soly	Date: 11/10/12
Seller: Kouc R. Caby	Date: 11/12/12-
Kgh Duby, Suaidranger Kane R.	Gaby
RECEIPT AND ACKNOWLEDGMENT	f by buyer

BUYER hereby acknowledges receipt of a copy of this property disclosure. BUYER furthermore acknowledges BUYER has been in and upon subject property, BUYER is strongly advised to obtain property inspection(s) as provided for in the Deposit Receipt and Contract for Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections, BUYER is advised that some properties may have skiling materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and determine what conditions these materials may be in. BUYER is aware that this property disclosure is not intended as a warranty or quaranty of any kind by SELLER. The Brokers and their Sales Associates do not warrant or guarantee the condition of the property and are in no way responsible for the condition of the property. BUYER understands that the property is being sold in its present condition unless otherwise agreed upon in the Deposit Receipt and Contract for Sale and Purchase, BUYER acknowledges no representations concerning the condition of the property are being relied upon by BUYER except as disclosed herein or in the Deposit Receipt and Contract for Sale and Purchase.

Buyer:	Date:
--------	-------

Date:_____ Buyer:



TALLAHASSEE BOARD OF REALTORS®, INC. **CONTRACT FOR SALE AND PURCHASE**

(REVISED JANUARY 2011)



LAN	IOR	4. The 8 Ed.				
	DO NOT MAKE CH	ANGES ON THIS CONTRACT	- IF CHANGES ARI	NEEDED USE A COU	NTER OFFER I	FORM
1	PARTIES:	S	cott Wilson Gaby			SELLER and
2	District	Board of Trustees of Tallahas	see Community C	ollege	or assignees, I	BUYER, agree that
3	the SELLER shall sell and the	e BUYER shall buy the following f	^p roperty upon the te	rms and conditions of this	Contract For S	ale and Purchase.
4	1. LEGAL DESCRIPTIO					
5		Subdivision				
6	located in	Wakulla	County, F	lorida. 🔲 Metes and Bo	unds legal desc	cription attached.
7	2. PROPERTY ADDRES	SS (INCLUDE ZIP CODE):				
8		xxx Crawfordvi	lle Highway, Crawf	ordville FL 32327		
9 10 11 12 13 14 15 16	If no date is filled in Cl POSSESSION OF THE items and trash and cl impossible, Closing m can not happen withir	SESSION: losed, deed delivered and the pu osing will be on or before 45 da PROPERTY WILL BE DELIVEREI leaned the Property. If extreme ay be extended up to 3 days aft on 14 days after Closing Date eith be refunded the Deposit, releasi	ays after Contract Da D TO BUYER AT CLO e weather or other lo er restoration of util er Party may termin	nte, unless extended by on SING at which time SELL incal conditions out of con- ities and other services e ate this Contract by delive	other provision ER will have ren ntrol of the Par ssential to Clos vering written r	s of this Contract. noved all personal ties make Closing sing. But if Closing notice to the other
17	4. PURCHASE PRICE;	METHOD OF PAYMENT:				
18	Initial Deposit in the a	mount of \$10.0	0 to be held in trust	along with any addition	al Deposits by:	
19	Name:	MAN MARKAN M	Wakulla Title Co	mpany		denome and the denomenation of the second
20	Address:			Crawfordville FL 32327		
21	Phone Number:		850-92	6-3934		
22 23		Deposit applicable to down pay lays after Contract Date				10.00
24		osit in the amount of			\$	
25 26	If said sum is not t	before the following date: imely received BUYER shall be in	n default.			
27		nancing (see Clause #7A) 🗌 Con				
28		ortgage (see Clause #7B) having				
29		note and mortgage from BUYER				
30						
31 32 33 34 35	MONIES DUE AT Deposits held in true shall not excuse po	nce of down payment to close (CLOSING SHALL BE PAID BY O st will be disbursed according to th erformance by BUYER. At time of sts of BUYER, or refunded if in exc	FFICIAL BANK CHE e terms of this Contrac Closing, Deposit in e	CK OR WIRE TRANSFER t. Failure of clearance of De excess of down payment	eposits will be	
36	H. PURCHASE PRIC	역명 	*****			
			1 of 9	Initials		ANA
				1111 CECK1.21		

37 5. EXPENSES:

38	If SELLER has agreed to pay any of BUYER'S costs, BUYER agrees to pay advance costs and be reimbursed by SELLER at time of closing. Should
20	Contract not close each Party will pay for items stipulated below except the SELLER will not be responsible for any costs on behalf of BUYER.

contract not close, cuerriary nimpay			
BUYER WILL PAY FOR THE FOLLOW	VING:		
Owner's Title Insurance (primary	issue) plus Fees	Any loan costs required t	by Lender
Mortgagee's Title Insurance (simu		ents Any loan costs in excess of	of SELLER'S contribution
One half of all Title Insurance Co		Prepaid Interest, Taxes, H	azard Insurance &
Loan Origination Fee		Homeowner Dues	
Loan Discount Points		Prepaid Mortgage Insura	nce
Intangible Tax on Mortgage(s)		BUYER'S Attorney's Fees	(if any)
Documentary Stamps on Note(s)		Home Warranty not to ex	
Recording Fees		Wood Destroying Organi	
Credit Report		not to exceed \$	
Appraisal Fee(s)		not to exceed \$	se 12
X Survey		Other Fees (specify)	
I Flood Certification Letter		D	
SELLER WILL PAY FOR THE FOLLO	WING:		
Brokerage Fee		Allowable costs on beha	
I Documentary Stamps on Deed			be applied in the following
X Mortgage Satisfaction & Recordi	ng Fees	order (to items checked)	
X Any Applicable Prepayment Pen	alty	FHA/VA Costs require	d of SELLER
SELLER'S Attorney's Fees (if any)		Prepaids	
Wood Destroying Organisms Insp	ection(s) not to exceed \$	Discount Points	
Wood Destroying Organisms Trea	tment/Repairs not to exceed		ding those BUYER has agreed
		to pay for in Clause #	
Owner's Title Insurance (primary		Repairs & Replacements	required by LENDER (not
Mortgagee's Title Insurance (simu		ents Including WDO treatmer	nt/repairs) not to exceed
One half of all Title Insurance Co	sts	\$	
Survey		Other Fees (specify)	
Home Warranty not to exceed \$	•		
		L_]	
THE FOLLOWING TO BE ORDERE	D BY: BUYER SELLE		
Title Insuranc	growing growing		
Survey			
WDO Inspecti		from	
Home Warran	ty 🗆 🗆	from	
6. PERSONAL PROPERTY INCLUD All fixed equipment, fixtures, and th			
Above Ground Pool		Refrigerator with Ice Maker	
Ceiling Fans-all	Ice Maker–Stand Alone	Satellite System	Window Treatments-all
Central Vacuum and Attachments	123879333999 - 17323 D. 10 - 1723 D. 20 - 20 - 20 -	Security System-owned	Window/Wall AC
	Light Fixtures – all	Spa or Hot Tub with Heater	
	Microwave Oven	Sprinkler System	
	Pool Equipment		
		Storage Shed	
Garage Door Opener	Pool Heater	Trash Compactor	
and Transmitter(s)	Range/Oven	Washer	
The following items are excluded free	om the purchase:		
Abata			1
	990930555554688468866666666666666666666666666		1116
	2 of 9	Initials:	MAT

7. FINANCING: 85

A. NEW THIRD PARTY FINANCING: 86

BUYER shall have 15 days from Contract Date to secure to BUYER'S satisfaction new third party financing as stipulated in 87 Clause #4C (plus any applicable FHA MIP, VA, or other funding fees). Once the 15 day period passes, if BUYER has not notified 88 SELLER of BUYER'S desire to void Contract due to financing reasons, Contract will no longer be contingent on financing, with 89 the exception that any provision in Clause #8 pertaining to appraisal shall still be applicable. At any time within the 15 days 90 BUYER may void Contract by notifying SELLER, in writing, that BUYER can not obtain satisfactory financing. Notification will 91 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing 92 of the Termination Form. Once the 15 day period passes if the BUYERS loan is declined the deposit will NOT be refunded 93 for any financing reason other than those having to do with the provision in Clause 8 pertaining to appraisal. BUYER will 94 make complete loan application no later than 5 days from Contract Date. FAILURE TO MAKE COMPLETE LOAN APPLICATION 95 WITHIN 5 DAYS SHALL CONSTITUTE A WAIVER OF THIS FINANCING CONTINGENCY. COMPLETE LOAN APPLICATION INCLUDES 96 FURNISHING TO THE LENDER ANY CREDIT, FINANCIAL, EMPLOYMENT, TAX RETURNS OR OTHER INFORMATION REQUESTED 97 BY THE LENDER AND INSTRUCTING LENDER TO IMMEDIATELY ORDER AN APPRAISAL. BUYER authorizes BUYER'S lender to 98 disclose information regarding the status and conditions of the loan application and approval to the SELLER, SELLER'S Sales 99 Associate, and Closing agent. 100

B. ASSUMPTION OF MORTGAGE: 101

102	with gualifying	without qualifying adjustable interest rat	e 🗌 fixed interest rate, in favor of

bearing interest at _____% per annum payable \$_____ PI or PITI per month. 103

This Contract 🔲 is 🔲 is not contingent upon release of liability of SELLER from all mortgages assumed. SELLER shall 104 furnish a status letter from each mortgagee setting forth the principal balance, escrow balance, method of payment, and 105 the standing of each mortgage within 5 days from Contract Date. BUYER shall make application for assumption, if required 106 by SELLER or lender, within 10 days from the date of this Contract. On assumption, BUYER will pay any mortgage charge for 107 change of ownership and purchase escrow account. If BUYER is denied credit commitment, BUYER must notify SELLER within 108 2 days of denial of intent to void Contract and provide lender documentation of credit commitment denial. Notification will 109 be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of 110 the Termination Form. 111

THE SELLER IS ADVISED TO SEEK LEGAL COUNSEL CONCERNING SELLER'S LEGAL LIABILITY UPON ASSUMPTION. 112

113 C. SELLER FINANCING:

115

Purchase money note and mortgage from BUYER to SELLER bearing interest at _____% per annum for a term of 114

___years, payable \$ ______PI, per ______. This is a balloon mortgage with final payment

of remaining principal balance to be due with ______ payment. 116

Purchase money mortgage and note to SELLER shall provide for the following: A) Insurance against loss by fire, with extended 117 coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. 118 Mortgagee shall be named as loss payee; B) Acceleration, at the option of the holder, after 30 days default if a first mortgage 119 and after 15 days default if a second mortgage; C) If a payment is received more than 15 days late, a late charge of 5% of the 120 payment is applicable; D) The maintenance in good standing of all prior liens; E) The right of a mortgagor to prepay all or part 121 of the principal at any time with interest to date of payment without penalty; F) Prior written consent of mortgagee to any 122 additional advances from superior mortgage holders; G) All sums outstanding under the mortgage shall be due in full on 123 resale of the Property. 124

APPRAISAL: BUYER IS ADVISED TO HAVE AN APPRAISAL ON ALL TRANSACTIONS. 125 8.

A. If appraisal sets forth the appraised value of less than purchase price, BUYER will: 126

- 1. Have the option of proceeding with Closing of the Contract without regard to the amount of the appraised valuation; 127 128
- 2. Within 3 days of BUYER being notified of appraised value, if BUYER and SELLER cannot come to a mutually agreeable sales 129 price, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination Form and 130 BUYER will receive a refund of Deposit upon signing of the Termination Form. 131
- B. If appraisal of the Property is insufficient to meet the terms of loan approval (other than value), within 3 days of BUYER receiving 132 notification of the insufficiency, BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee Board of Realtors 133 Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 134

Initials: ______ SW/

- FHA: Π 135
- It is expressly agreed that notwithstanding any other provisions of this Contract, the BUYER shall not be obligated to complete 136
- the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless 137
- the BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing 138 Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not
- 139 . The BUYER shall have the privilege and option of proceeding with consummation of the less than \$ 140
- Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum 141
- mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of 142
- the Property. The BUYER should satisfy himself/herself that the price and condition of the Property are acceptable. 143

144 VA:

It is expressly agreed that, notwithstanding any other provisions of this Contract, the BUYER shall not incur any penalty by forfeiture of earnest 145 money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract to purchase price or costs exceeds 146 the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option 147 of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the VA. 148

CASH; SELLER FINANCING; OTHER NEW THIRD PARTY FINANCING: 149 X

- If cash or SELLER financing, BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser within 5 days 150 from Contract Date. If new third party financing, BUYER shall provide for appraisal as pursuant to Clause #7. BUYER shall be deemed 151
- to have waived BUYER'S right under this Clause if BUYER fails to have an appraisal, or provide SELLER written notice of termination 152 of Contract due to appraised valuation being less than purchase price and provide proof of under valuation. 153

HAZARD INSURANCE; FLOOD INSURANCE; FLOOD HAZARD AREA: 9. 154

- Within 15 days of Contract Date A) Buyer may determine that Hazard and Flood insurance (if applicable) are available to BUYER'S 155 satisfaction. B) BUYER may obtain a Flood Certification Letter to determine if the Property is in a Special Flood Hazard Area. At any time 156 within the 15 days of Contract Date BUYER may void Contract by notifying SELLER, in writing, if Buyer wishes to void the Contract for 157 any reason in this Clause. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a 158
- refund of Deposit upon signing the Termination Form. 159

10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS. 160

161 If survey shows an encroachment it will be treated as a title defect.

11. WOOD DESTROYING ORGANISMS INSPECTION: 162

- A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing 163 164 by a state licensed pest control firm showing all buildings on the premises except_
- to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms 165 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above. 166 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT. 167
- A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount 168 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or 169
- B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy 170 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of 171 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days 172 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination 173 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form. 174
- C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair, 175 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment 176 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee 177 178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

12. INSPECTIONS; CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED UPON ANY 179 180 REPRESENTATION MADE BY BROKER(S) AS TO THE CONDITION OF THE PROPERTY.

- 181 SELLER acknowledges that any known facts concerning the condition of the Property have been disclosed to the BUYER and
- Brokers. SELLER agrees to provide access and all utilities for BUYER'S inspections. BUYER shall be responsible for cost of all 182
- 183 inspections, except for WDO inspection which shall be paid by the Party stipulated in Clause 5. Buyer acknowledges that some
- 184 home improvements require permits from government entities, and failure to obtain required permits may result in assessments 185 or liens against the property. Buyer is not relying on any statements by Brokers regarding permits or previous improvements to
- the property. If BUYER fails to make inspections, or deliver timely written notice within 15 days of Contract Date as stipulated 186
- 187 below BUYER waives all rights to do so and agrees to accept the Property in its current condition, except that SELLER is required
- 188 to maintain Property in the same condition as at time of Contract . At time of Closing, SELLER will assign all assignable repair and 189
- treatment contracts to the BUYER, with BUYER paying any applicable transfer fees. SELLER will also provide BUYER with all keys, 190 garage door opener transmitters and access codes and provide BUYER with copies of invoices for all repairs made to Property by
- 191 third party persons within 90 days prior to closing date.

Initials;

BUYER WILL PROVIDE SELLER WITH COMPLETE COPIES OF ALL INSPECTION REPORTS WITHIN 15 DAYS OF CONTRACT DATE IF CONTRACT IS TERMINATED FOR ANY REASON.

A. Within 15 days of Contract Date BUYER may have the Property inspected by state or county licensed person(s) dealing in repair,
 construction, radon testing or home inspection, to determine if there are defects. At any time within the 15 days BUYER may terminate
 Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to BUYER. Notification will be made on the Tallahassee
 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

198 Should BUYER wish to proceed with the sale:

1991.WARRANTED ITEMS: SELLER will have warranted items in proper working condition on the day of Closing or possession,
whichever occurs first. Warranted items are the heating, cooling, electrical, plumbing, appliances, well, septic tank and
systems, sprinkler system, owned or leased security system, pool and spa. SELLER is not obligated to bring any item into
compliance with current building code or regulations unless necessary to repair a warranted item. SELLER is not required to
repair cosmetic conditions. "Proper working condition" means operating in the manner in which the item was designed to
operate and "cosmetic condition" means aesthetic imperfections that do not affect the working condition of the item.

NON-WARRANTED ITEMS: (All items other than those addressed in Clauses #11 and #12.A.1 above). In the event there are defects in non-warranted items, BUYER shall have the option to accept the item in its current condition or make a request of SELLER for repairs and/or remedies.

Notification of repairs required for warranted items and requests for repairs and/or remedies of non-warranted items shall be made 208 on the Tallahassee Board of Realtors Inspection Addendum and COMPLETE COPIES OF ALL INSPECTION REPORTS shall be attached. 209 SELLER may then agree to BUYER'S request, respond as to what non-warranted repairs and/or remedies SELLER is willing to make 210 or reject BUYER'S request for repairs and/or remedies of non-warranted items in which case BUYER may make another request or 211 terminate the Contract and receive a refund of Deposit. Negotiation of non-warranted repairs and/or remedies between BUYER 212 and SELLER will continue until either an agreement is reached or either BUYER or SELLER may terminate the Contract in which case 213 BUYER will receive a refund of Deposit. All responses shall be made on the Tallahassee Board of Realtors Inspection Addendum, 214 other than termination, which shall be on the Tallahassee Board of Realtors Termination Form, and each Party will have 5 days to 215 respond to the other Party's last request. Should either Party fail to make a written response within the time frame called for, 216 that Party will be deemed to have agreed to the other Party's last request. 217

- B. BUYER agrees to accept the Property in its present "as is" condition.
- 2191.Image: Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in220repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time221within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to222BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund223of Deposit upon signing of the Termination Form.
- 224 SELLER will not do WDO repairs and/or treatment.

225 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.

In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first, to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause13. If BUYER fails to do the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the

- 230 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
- return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 13. MAINTENANCE:

SELLER shall maintain Property, including items repaired/remedied, lawn, shrubbery, pool, any other improvements, until BUYER'S
 Closing or possession, whichever occurs first, in the same condition as at time of Contract, ordinary wear and tear excepted.

236 14. RISK OF LOSS:

- 237 The risk of loss or damage to the Property is assumed by SELLER until Closing. If Property is damaged in excess of 3% of purchase price,
- BUYER may have the option to void this Contract and receive a refund of Deposit. If Property is damaged up to and including 3% of the
- purchase price, SELLER will have 15 days to restore Property to original condition as of Contract Date and proceed to Closing. If the 15
- day period extends past the Closing Date, Closing may be extended up to 15 days past the agreed upon Closing Date. SELLER will notify
- BUYER, in writing, if Property cannot be restored within 15 days. BUYER may then void Contract by notifying SELLER, in writing on the Tallabassee Board of Bealtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form
- Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

Initials:

^{226 2.} BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do 227 further inspections, including WDO inspection.

15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS: 243

Closing will take place in the county where Property is located unless otherwise agreed to in writing by all Parties. Closing must 244 be able to be conducted by mail or electronic means. Pursuant to Clause #5, Party ordering title insurance shall order from a 245 Florida licensed title insurer, for delivery to the proposed title insured, a title binder to be followed by a title insurance policy upon 246 recording of conveyance. The policy(s) will insure the title to the real Property, subject only to liens, encumbrances, exceptions or 247 qualifications set forth in this Contract and those which shall be discharged at or before Closing. If a defect in title is discovered, 248 SELLER will have 15 days from receipt of notice of said defect within which to clear the defect at SELLER'S expense. If any such title 249 defect cannot be cured within the 15 days, BUYER may accept the title as is or BUYER may void the Contract by notifying SELLER, 250 in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund of Deposit. BUYER IS ADVISED 251 TO HAVE OWNER'S TITLE INSURANCE ON ALL TRANSACTIONS. Title to the real Property shall be conveyed by warranty deed 252 unless otherwise agreed in writing. SELLER represents that SELLER has legal authority and capacity to convey title to the Property 253 with all improvements. SELLER shall furnish to BUYER a SELLER'S lien affidavit that there have been no improvements to subject 254 Property for 90 days preceding Closing Date for which a lien could be filed. If the Property has been repaired within 90 days preceding 255 Closing Date, the SELLER shall deliver SELLER'S lien affidavit indicating payment of all sums owed. If closing company charges for 256 preparation of deed and/or lien affidavit, cost of preparation shall be paid for by Party choosing closing company. BUYER will take 257 title to the Property subject to any assumed mortgage(s), purchase money mortgage(s), taxes for the current and subsequent years, 258 special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, 259

public utility easements, and restrictive covenants of record. 260

16. PRORATIONS: 261

All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income 262

- and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing 263 shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis 264
- of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either 265
- Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing. 266

17. SPECIAL ASSESSMENT LIENS: 267

Special assessment liens as of Closing are to be paid by SELLER. Pending assessment(s) as of Closing will be assumed by BUYER, 268 provided, however, that where the improvement has been substantially completed as of Contract Date, such pending assessment(s) 269 270 shall be considered a lien and SELLER will be charged at Closing an amount equal to the last estimate of the improvement assessment.

- Any pending assessment lien not disclosed to BUYER in writing prior to final signing of Contract will permit BUYER to void this 271
- 272 Contract and receive a refund of Deposit, unless paid by SELLER prior to or at time of Closing.

18. LEASED PROPERTY: 273

- SELLER will furnish to BUYER copies of all written leases or estoppel letters from any persons without written occupancy agreements, 274 within 5 days from Contract Date. Estoppel letters will specify the nature and duration of occupancy and verify all rents and rental 275 deposit monies. If leases or estoppel letters are not received, or are unacceptable, BUYER may, within 15 days from Contract Date, 276 void Contract by notifying SELLER, in writing on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund 277
- of Deposit upon signing Termination Form. All rental deposits and advance rents will be transferred to BUYER at Closing. 278

19. BUYER'S DISCLOSURES: 279

THE FOLLOWING DISCLOSURES MAY CONTAIN CONTINGENCIES. IF A CONTINGENCY HAS NOT BEEN SATISFIED PURSUANT TO 280 THE TERMS OF THE CONTRACT, BUYER MAY TERMINATE THE CONTRACT WITHIN THE TIME FRAME SPECIFIED, IN WRITING, ON THE 281 282 TALLAHASSEE BOARD OF REALTORS TERMINATION FORM AND RECEIVE A REFUND OF DEPOSIT UPON SIGNING OF TERMINATION 283 FORM. IF BUYER DOES NOT REPORT OTHERWISE, IN WRITING, TO THE SELLER WITHIN THE REQUIRED TIME, CONTINGENCY SHALL

- 284 BE DEEMED WAIVED AND BUYER SHALL PROCEED TO CLOSING.
- RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 285 A. may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state 286 guidelines have been found in buildings in Florida, Additional information regarding radon and radon testing may be obtained 287 from your county health department. (Chapter 404.056(8), F.S.) 288
- B. BUILDING ENERGY EFFICIENCY: BUYER may have the energy efficiency of the building they are purchasing determined pursuant to 289 Chapter 553.996, F.S. BUYER acknowledges receipt of the Florida Building Energy-Efficiency Rating System Information Brochure. 290
- PROPERTY TAXES: BUYER should not rely on SELLER'S current property taxes as the amount of property taxes that BUYER 291 C., may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers 292 reassessments of a property that could result in higher property taxes. If you have questions concerning valuation, contact the 293 294 county Property Appraiser's office where the Property is located or see www.myflorida.com/dor/property/appraiser.html.

Initials: ______

- D. ROAD AND DRAINAGE FACILITY MAINTENANCE: BUYER may be responsible for the maintenance of roads and related drainage, 295 if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental 296 authorities, said governmental authority shall have no responsibility for such maintenance. If the Property is served by street(s) 297 and street related drainage facility(ies) which are not dedicated to the public as determined exclusively by buyer prior to signing 298 the contract for sale and purchase, the following shall apply if checked: 299
- PRIVATE STREET AND DRAINAGE CERTIFICATION: I hereby acknowledge that I am purchasing the Property referenced 300 above and I understand that the City and/or County is not responsible for street or drainage maintenance, and that I may be 301 responsible for such maintenance of all street(s) which this Property abuts. 302
- LAND USE DISCLAIMER: Land use regulations are unpredictable and constantly changing. The Property is subject to a 303 F Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive 304 covenants, easements, zoning restrictions, or other land use restrictions. BUYER is also advised that if the Property lies within the 305 boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. BUYER should contact 306 the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan 307 and zoning restrictions. This Contract is not contingent upon any land use issue, unless Tallahassee Board of Realtors Special Clause 308 Addendum, Clause #7 is made a provision of this Contract. BUYER accepts the Property subject to all current covenants, restrictions, 309 and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract. 310
- SELLER, BROKER, and SALES ASSOCIATES make no representations regarding whether the Property is suitable for Buyer's 311 intended use of the Property. SELLER, BROKER, and SALES ASSOCIATES disclaim any liability regarding covenants, restrictions, and 312 easements of record, and government land use regulations. BUYER releases SELLER, BROKER and SALES ASSOCIATES from 313 any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government 314 land use regulations, or any other statements or representations regarding the use or potential use of the Property. 315
- SCHOOL ZONES: BUYER is advised to verify schools zones and possible school and grade level caps through the local school F. 316 board. For the Leon County School Board see www.info.leon.k12.fl.us/zones/by_address/Default.asp or call 850-487-7257. 317 For other counties see www.fldoe.org/schoolmap/flash/regionalmap.asp?bhcp=1 318
- SQUARE FOOTAGE: BUYER acknowledges they have not relied upon BROKER'S or SELLER'S estimate of square footage of 319 G Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern 320 to BUYER, BUYER is advised to personally measure the Property. 321
- H. SEWER; SEPTIC TANKS: It is the responsibility of BUYER to contact the appropriate utility department to determine if a sewer is 322 currently in use. If the Property is on a septic tank system, it is the responsibility of BUYER to contact the local health department 323 regarding the continued use of that system. 324
- INSPECTIONS: BUYER is strongly advised to obtain property and whole house inspection(s) as provided for in the Contract for 1. 325 Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER is advised 326 that some properties may have materials (such as, but not limited to, Louisiana Pacific and Synthetic Stucco) that have failed 327 the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and 328 determine the condition of these materials. BUYER is aware that BROKERS and their SALES ASSOCIATES do not guarantee or 329 warrant the condition of the Property and are in no way responsible for the condition of the Property. 330

SELLER'S PROPERTY DISCLOSURE; HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: 331 J.

- IF THE DISCLOSURE SUMMARY REQUIRED BY FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER 332 BEFORE SIGNING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S 333 AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY 334 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. 335 BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. 336
 - BUYER has been provided with a copy of the Homeowners' Association/Community Disclosure prior to Contract.
- 338 BUYER has been provided with a copy of the SELLER's Property Disclosure containing the Homeowner's Association/ Community Disclosure prior to Contract. 339
- X This Contract is contingent upon SELLER completing and providing to BUYER, within 5 days of Contract Date, the Tallahassee 340 341 Board of Realtors SELLER'S Property Disclosure containing the Homeowner's Association/Community Disclosure. The BUYER has 3 days after receipt to review and find it acceptable. 342

RESTRICTIVE COVENANTS: 343 K.

337

- BUYER should contact applicable Homeowner's Association (If any) with any questions concerning the Property use and/or 344 restrictions and assessments. It is the responsibility of the BUYER to obtain and read any applicable Covenants and Restrictions 345 and to make sure the documents are complete and current. 346
- This Contract is contingent upon BUYER obtaining Restrictive Covenants within 5 days of Contract Date and finding them 347 satisfactory. 348

Initials: _____

349 350 351 352 353	 BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY): BUYER has been provided a copy of the SELLER's written warranty and accepts it. This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable. BUYER has been advised there is no written warranty.
354 355 356 357 358 359 360 361	20. FAILURE OF PERFORMANCE: A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER at SELLER'S option, may proceed to enforce SELLER's rights by seeking specific performance. B) If for any reason other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages resulting from SELLER'S breach.
362 363 364 365 366 367 368	21. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this Contract, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorney fees. Escrow Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the Deposit and will recover reasonable attorneys fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing Party.
369 370 371 372 373 374 375	 22. ADDENDUM attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase: Tallahassee Board of Realtor's Special Clause Addendum Insulation Rider (new residence only) Lead Base Paint Disclosure (if built prior to 1978) FHA Inspection Rider Condominium Riders ¥ 2 Additional Riders described as follows;
376	Contingency Addendum and Additional Provisions Addendum
377	
378	23. SPECIAL CLAUSES:
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24. WRITTEN; FAX; E-MAIL; OTHER AGREEMENTS; NOTIFICATIONS: 392

- Upon signature by all Parties, this Contract constitutes the entire agreement between the Parties and no other agreement exists except 393
- those in writing, signed and dated by all Parties. Written provisions inserted in this Contract, or amended by attached addenda, will 394
- control all printed provisions in conflict. The placement of "x" or "v" within a box shall make the provision applicable. Any written 395
- notifications not delivered in time frames specified shall be deemed waived and Parties shall proceed to closing. If communication 396
- is transmitted by FAX or e-mail, signing will be considered binding by Parties for the purpose of this Contract, any addendum, and 397
- any future addenda to this Contract. 398

25. TIME FOR ACCEPTANCE; CONTRACT DATE: 399

- If this Contract For Sale and Purchase is not executed by SELLER and BUYER prior to (date) 400
- am pm, the Deposit will be returned to BUYER and this offer will be null and void. The Contract Date will 401 at :..... be the date when the last Party dated and signed the offer or final counter offer.
- 402

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT. 403

ALL REFERENCES TO TIME FRAMES SHALL BE CALENDAR DAYS INCLUDING WEEKENDS AND HOLIDAYS AND IN THE TIME ZONE 404 WHERE PROPERTY IS LOCATED. 405

27. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF A REAL 406 ESTATE ATTORNEY PRIOR TO SIGNING, THIS CONTRACT SHALL NOT BE RECORDED. 407

408	28.				
		BUYER		DATE	
409		BUYER		DATE	
		DOTEN		DAIL	
410	29.	SELLER'S RESPONSE SECTION			
411		SELLER accepts offer as presented.			
412		SELLER counters BUYER'S offer (see sepa			
413		executed by BUYER and SELLER it become	es a part of this Contract F	or Sale and Purch	ase).
414		Scott Wilson Sa	he	1/2	12
		SELLER	8	DATE /	
415			hand		•
		SELLER		DATE	
416		SELLER rejects offer. (Seller should initial a	nd date for rejection)		
	L				
417		Sonya Hall	sonyabug64@ya	nhoo.com	850-5258-0857
	SELI	ING SALES ASSOCIATE (PRINT NAME)	EMAIL		PHONE
418		Wakulla Re	alty		
		APANY (PRINT NAME)			DATE
419					
	LIST	ING SALES ASSOCIATE (PRINT NAME)	EMAIL	an ban di dan mengeran di kabulan sebah menangkan di Analah .	PHONE
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420	CON	/PANY (PRINT NAME)			DATE
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ADDITIONAL PROVISIONS

ADDENDUM

THIS ADDENDUM is made by and between Scott Wilson Gaby ("Seller") and the District Board of Trustees of Tallahassee Community College ("Buyer"). This Addendum shall modify the Contract for Sale and Purchase ("Contract") of even date herewith for the purchase of the property located at xxx Crawfordville Highway, Wakulla County, Florida. Part of Tax ID 00-00-087-000-11587-000 by adding the following provisions:

- 1. Seller does hereby grant to Buyer, its agents or employees reasonable access to the property prior to closing for the purpose of preforming its due diligence to include but not be limited to the Phase 1 environmental inspection, appraisal, surveys, soil tests, preliminary engineering reports and plans, the cost of which will be paid entirely by the Buyer. Buyer agrees to promptly refill holes dug in connection with soil test drilling and to otherwise repair any disturbance to the property caused by the actions of the Buyer.
- 2. At closing, Seller shall, in accordance with statutory requirements set forth in Section 196.295 Florida Statutes, deposit in escrow with the Wakulla County Tax Collector an amount equal to the current year's taxes for the property prorated to the date of transfer of title, based upon current assessment and millage rates on the land involved, if not already paid. This fund shall be used to pay any ad valorum taxes due, and the remainder of taxes which would have otherwise been due for that current year shall stand cancelled. If the actual taxes vary from the figures used to close the transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31 of the in which closing takes place and this provision shall survive closing. It is acknowledged by the parties that the College is exempt from the payment of ad valorum taxes and therefore, Seller shall be responsible for taxes that may be assessed on the property for the year of closing.
- 3. Subsequent to Seller entering into this Contract, Seller shall not enter into any other contract concerning this Property.

In witness whereof, this Addendum has been executed as of the dates indicated herein.

BUYER

SELLER Wilson Ha SCOTT WILSON GABY

DISTRICT BOARD OF TRUSTEES

OF TALLAHASSEE COMMUNITY

COLLEGE

Contingency Addendum

This Contract is contingent on the happening of the following:

- 1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
- Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
- 3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Seller if the inspections are acceptable.
- 4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
- The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
- Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
- 7. The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:

Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac

- 8. Buyer's first right of refusal and option to purchase the following:
 Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre
 Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac.
 Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000.
 If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
- 9. TCC approval of survey of properties totaling no less than 158 acres.

AUK

10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-4S-02W-000-01953-000. A 50 ft. conservation buffer will run contiguous with the 60 ft. roadway easement. Julie and Scott Gaby will grant Buyer an easement for permit able signage within 50 foot buffer at the beginning of 60 foot roadway easement on Highway 319. Buyer may asphalt 60 foot roadway easement. Buyer may at Buyer's expense move the gate at the beginning of the roadway easement to a location on said roadway easement past the point where the roadway easement makes a gradual turn South/Southeast near or at the entrance of Kevin and Kerry Gaby's homestead property. If the Buyer relocates the gate the Buyer will simultaneously move 20 Palm Trees to the new location of the gate. 11. Seller(s) will remove all debris from the property prior to closing.

BUYER: DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE SELLER: SCOTT WILSON GABY

Buyer

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IR					[®] , inc. Statemen t	EQUAL HOUSING OPPORTUNITY
REALTOR	IT IS SUGGEST	ED THAT COPIES OF THIS	S DISCLOSURE BE AV		AT THE PROPERTY	UPPURIONI
Seller : Property address:	of y. XXX Cra	wierdal	le Hy	Mau	Andirla	PC
Date Property Purch	nased		year	Built		

NOTICE TO SELLER: Every SELLER is obligated to disclose to a BUYER all known facts that materially and/or adversely affect the value of the property being sold. This disclosure statement is intended to assist SELLER in complying with disclosure requirements and to assist BUYER in evaluating the property being considered. The listing broker, the selling broker and their respective salespersons will also rely upon this information when they evaluate, market and present SELLER'S property to prospective BUYERS.

<u>NOTICE TO BUYER</u>: This is a disclosure of SELLER'S knowledge of the condition of the property as of the date signed by the SELLER and is not a substitute for any inspections that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the listing broker, the selling broker, or their salespersons.

. IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 16 TO 2/ ONLY.

· When explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.

1. OCCUPANCY

- (a) Does SELLER currently occupy this property? [] Yes [] No
- (b) If not, when did Seller vacate property?
- (c) If property is vacant, provide date it was vacated.
- (d) Is the property tenant occupied? Yes No
- (e) If "Yes," is there a written lease? Yes No
- (f) Length of lease _____
- (g) Payment due under lease_____

2. STRUCTURAL ITEMS

- (a) Name of contractor or Builder who built home, if known
- (b) Are you aware of any past or present movement, shifting, deterioration, structural damage or other problems with walls or foundations?

Date lease ends:

- (c) Are you aware of any past or present cracks or flaws in the walls, foundation or other parts of property? 🗌 Yes 👘 No
- (d) Are you aware of any past or present water leakage or intrusion in the property? []Yes [] No
- (e) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls? Yes No
- (f) Have there been any repairs or other efforts to control the cause or effect of any problem described above? Yes No
- (g) Has there ever been a fire in this property? Yes No Unknown
- (h) Are you aware of any problems with the fireplace? Yes No

If any of your answers are "Yes," explain in detail:

3. ADDITIONS / REMODELING

- (a) Have you made any additions, structural changes, or other alterations to the property? Yes No
- (b) If "Yes," explain: ____
- (c) If "Yes," did you obtain all necessary permits? Yes No Was all the work in compliance with building codes? Yes No If your answer is "No," explain:
- (d) Did the previous owners make any additions, structural changes, or other alterations to the property that you are aware of?
- (e) If "Yes," explain:
- (f) Please provide the name of any contractor or individual who did any additions, structural changes or other alterations to the property, if known.

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4.	ROOF (a) Year roof put on (b) Has the roof ever leaked during your ownership? □Yes □ No (c) Has the roof been replaced or repaired during your ownership? □Yes □ No (d) Do you know of any problems with the roof or gutters? □Yes □ No
	If any of your answers are "Yes," explain in detail:
5.	SIDING (a) Exterior siding material(s) Brick Wood Vinyl Stucco Synthetic Stucco Manufactured Siding Other Unknown (b) If manufactured siding, provide name of manufacturer, if known Unknown (c) Do you know of any problems/defects with the siding? Yes No (d) Have you filed any claims with manufacturers in regards to the siding? Yes No If any of your answers are "Yes," explain in detail:
6.	WINDOWS/DOORS/LOCKS (a) Are the windows insulated glass? [Yes] No (b) If "Yes," are there any fogged windows? [Yes] No] Unknown If "Yes," which ones (c) Are any windows broken or cracked? [Yes] No] Unknown (d) Do all operable windows open, stay open, close and lock properly? [Yes] No] Unknown (e) Are any screens missing or damaged? [Yes] No] Unknown If "Yes," which ones (f) Do all doors operate properly? [Yes] No If no, explain in detail: (f) Do all doors operate properly? [Yes] No If no, explain in detail:
7.	(g) Do you have keys to all door locks? Yes No If no, explain: HEATING AND AIR CONDITIONING (a) Air c onditioning: Central Electric Natural Gas Window Units Number units included in sale
	2 of 7 Initials

8. ELECTRICAL SYSTEM

- (a) Are you aware of any problems with the electrical system? Yes No
- (b) Who supplies electrical service: City of Tallahassee Talquin Other
- Average utility bill? \$_____ month (c)
- (d) Number of people living in property____

9. PLUMBING

- (a) Are you aware of any problems with the plumbing system? Yes No
- (b) Are you aware of any polybutelene pipes? Yes No
- (c) Are you aware of any leaks, back-ups, water, and sewer/septic tank problems? Yes No
- (d) What is your water supply source: Public Community Well Well on Property
- (e) If your water is from a well, have there ever been repairs/replacements to the well or pump? Yes No Unknown
- (f) Has the well water ever been tested? 🗌 Yes 🔲 No 🗌 Unknown 🛛 Test Results:_
- (g) Do you have a water conditioning system? Yes No If "Yes," is the system Owned Leased

(h)	What is the type of sewage system do you have? Public	Community Sewer	Septic Tank(s)	How Many
	Location(s)	When was se	ptic tank last pumpe	ed?
		prend prend		

During your ownership have there been any septic system problems? 2 Yes No Does your utility bill contain a fee for sewer? Yes No (i)

- If yes, it is the responsibility of the BUYER to contact the utility department to determine if a sewer is currently in use or if the sewer fee Is for availability of sewer for future usage.
- (1) If on a septic tank, is sewer service available to your property? Yes No Unknown If yes, It is the responsibility of the BUYER to contact the local health department regarding continued use of a septic system.
- (k) Type of water heater? Gas Electric Solar Number of Water Heaters? Number of gallons?

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IS IT ON A TIP	nerri i res	INO	Age of water	neater(s)	
10 11 WIL 4 FIL	11011 1100	Lund I the	rige of mater	1100101101	and the second strategy of the second strateg

If any of your answers are "Yes," explain in detail:

10. COSMETIC DEFECTS

1-1	Are worth any are af any	· manualtin defected Diving	This	Kunn ulanan danadlar
(a)	Are you aware of an	cosmetic defects? [Yes]	LINO	If yes, please describe

11. EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Subject to final negotiated contract)

 Above Ground Pool Ceiling Fans – all Central Vacuum and Attachments Dishwasher Disposal 	Generator Ice Maker – Stand Alone Intercom Light Fixtures – all Microwave Oven	Refrigerator with Icemaker Satellite System Security System - owned Spa or Hot Tub with Heater Spain For System	Water Softener/Purifier Window Treatments – all Window/Wall AC
Dryer Garage Door Opener and Transmitter(s)	Microwave Oven Pool Equipment Pool Heater Range/Oven	Sprinkler System Storage Shed Trash Compactor Washer	
Security System	Leased, If leased, from who	om om p, which items and what year:	Cost
If any of these items have any d	efects, explain in detail:		
	3	of 7 Initials	AW M

12.POOL / SPA / HOT TUB (Complete if applicable	plicable	app	if	(Complete	TUB	HOT	SPA	POOL	12,
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12. <u>PO</u>	OL / SPA / HOT TUB (Complete if applicable)				
(a)	POOL year installed				
	In ground: gunnite fiberglass vinyl age of liner				
(1.)	Above ground				
(b)	Pool heater:				
(c)	Pool pump: year installed Filter type: year installed Is pool equipment included? [] Yes [] No No				
(ci)	If "Yes," itemize:				
(e)	Is there an automatic pool cleaner? 🗌 Yes 🔲 No If yes, manufacturer name				
(f)	SPA/HOT TUB year installed				
(g)	Spa heater: 🔲 none 🗌 gas 🗍 electric 🗍 solar				
(h)	Is Spa equipment included? Yes No				
lf v	ou are aware of any problems with any of the items above, please explain in detail:				
~,	ne and an and the first of a state of a state of the stat				
13. EX	CLUSIONS/LEASED SYSTEMS				
(a)	Is there anything on or about the property excluded from the sale? Yes No				
(a)	If "Yes," itemize				
(b)	Are there any other leased systems that are not addressed elsewhere in the disclosure? Yes No				
	If "Yes," itemize:				
14. <u>CR</u>	AWL SPACES AND BASEMENTS (Complete if applicable)				
(a)	Has there ever been any water leakage, accumulation of water or dampness in the basement or crawl space? Yes No				
	Have there been any repairs or other attempts to control any water or dampness problems in the basement or crawlspace? Yes				
	ny of your answers are "Yes," explain in detail:				
11 4					
15 10/	OOD DESTROYING ORGANISMS				
	Have termites or any wood destroying insects affected the property during your ownership? Yes No				
(a) (b)					
	 (b) Has wood rot affected the property during your ownership? Yes No (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? Yes No 				
	(c) must here even been any damage to the property database of the and the set of the set of the set of the set				
	(d) Has there ever been any damage to the property caused by wood rot during your ownership? \Box Yes \Box No				
(e)	(e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No				
16	What type of bond?What company? Do you know of any wood destroying organisms reports on the property in the last five years? 🗌 Yes 🔲 No				
(f)					
lt a	ny of your answers are "Yes," explain in detail:				
2					

Initials

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16. SOIL / DRAINAGE / BOUNDARIES

- (a) Is there any fill or pipe clay on the property? [] Yes [] No [] Unknown
- (b) Has there been any settling or earth movement on the property or in the immediate neighborhood? 🗌 Yes 🔹 Nó 👘 Unknown
- (c) Is the property located in a flood hazard area? Yes No Winknown Flood zone, if known
- (d) Is flood insurance required by your lender? []Yes []No
- (e) Have there been any past or present drainage or flood problems affecting the property or adjacent properties? Yes, No Unknown
- (1) Are there any encroachments, boundary line disputes, or easements affecting the property? 🗋 Yes 🗌 No 🖾 Ünknown
- (g) Are there any shared driveways, fences or joint use agreements? 🗌 Yes 🖾 Ño
- (h) Who owns any fences? ____
- (I) Are there any conservation easements or environmental restrictions? [] Yes [] No [] Unknown

If any answers are "Yes," explain in detail: ______

17. TOXIC SUBSTANCES

(a) Are you aware of any hazardous materials in, on or about the property? (hazardous Materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks) [] Yes_ [] No

(b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? 🗌 Yes 🖾 No

If any answers are "Yes," explain in detail:

18. NEIGHBORHOOD

- (a) Are you aware of any proposed change or condition in your neighborhood that could affect the value or desirability of the property?
- (b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know
- (c) Is this properly located within a geographical area which has been designated as a Historic Preservation Overlay District:
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District:

19A, HOMEOWNERS' ASSOCIATIONS

Phone #

Initials

monthly gearly other______
(b) What does the annual fee cover?______

- (c) Are fees current? []Yes []No
- (d) Who is the contact person for the association?
- (e) Are there any defects, damages, legal actions, conditions or assessments that may affect the association or its fees? Yes No
- (f) Are you aware if the property has any violations of the restrictive covenants? [Yes] No
- (g) If "Yes," explain in detail:

Sof7

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

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IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST, ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMM	ARY .
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Disclosure summary for

(HAME OF COMMUNITY)

1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association,

2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.

- You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$_______ per ______. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change. If applicable, the current amount is \$_______.
- You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
- 5. Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
- 6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$______ per______.
- The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.
- The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.
- These documents are either matters of public record and can be obtained from the record office in the county where the property is located, or are not recorded and can be obtained from the developer.

20. OTHER FEES AND RESTRICTIONS

(a)	Are there any transfer fees?	LiYes	INO	LJUnknown		
	If yes, to whom					
	Is there an "enhancement" f			Vine of fee upon resale?	TVos	

- (b) Is there an "enhancement" fee or any other type of fee upon resale? Yes No Unknown
 If yes, what kind of fee _______ to whom _______ Amount \$______
- (c) Is there a CDD (Community Development District) fee attached to your property? [] Yes [] No [] Unknown If yes, amount \$______ how is it paid?______
- (e) Are there any special assessments or any other fees of any type?
 Yes No
 If yes, please explain nature of assessment/fee and amount

____ Amount \$_____

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Initials

21, OTHER MATTERS

(a) Does anyone have a first right of refusal to buy or an option to buy to this property? []Yes []No

- (b) Is there any existing or threatened legal action affecting the property? [] Yes [] No
- (c) Are you aware of any zoning violation, non-conforming use, set back violations, or proposed zoning or road changes?, Yes INo
- (d) Are you aware of any violations of local, state, or federal laws or regulations relating to this property? Yes FNo
- (e) Is there anything else you feel you should disclose to a prospective buyer that may materially and/or adversely affect the value or desirability of the property? □Yes □No
- (f) If "Yes," explain in detail:

The undersigned SELLER represents that the information set forth in the foregoing property disclosure statement is accurate and complete to the best of the SELLER'S knowledge on the date signed below, SELLER does not intend this property disclosure statement to be a warranty or guaranty of any kind. SELLER hereby authorizes Listing Broker to provide this information to prospective BUYERS and to other real estate brokers and other agents.

SELLER understands and agrees that SELLER will immediately notify Listing Broker in writing if any information sot forth in this property disclosure changes.

Sar Seller: Dates Seller Date:

RECEIPT AND ACKNOWLEDGMENT BY BUYER

BUYER hereby acknowledges receipt of a copy of this property disclosure. BUYER furthermore acknowledges BUYER has been in and upon subject property. BUYER is strongly advised to obtain property inspection(s) as provided for in the Deposit Receipt and Contract for Sale and Purchase. BUYER should select professionals with appropriate qualifications to conduct inspections, BUYER is advised that some properties may have siding materials (such as, but not illmited to, Louisiana Pacific and Synthetic Stucco) that have failed the manufacturer's warranties and/or have been known to have defects, and that inspection is one way to identify this and determine what conditions these materials may be in. BUYER is aware that this property disclosure is not intended as a warranty or guaranty of any kind by SELFR. The Brokers and their Sales Associates do not warrant or guarantee the condition of the property and are in no way responsible for the condition of the property, BUYER understands that the property is being sold in its present condition unless otherwise agreed upon in the Deposit Receipt and Contract for Sale and Purchase. BUYER acknowledges no representations concerning the condition of the property are being relied upon by BUYER except as disclosed herein or in the Deposit Receipt and Contract for Sale and Purchase.

Buyer:	Date:	·····
		14
Buyer:	Date;	-

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