

05/03/2007

# Columbia County Building Permit

PERMIT

This Permit Expires One Year From the Date of Issue

000025773

APPLICANT SAJUANA FENNELL PHONE 752-9965  
ADDRESS 383 SE SHARON LANE LAKE CITY FL 32025  
OWNER SAJUANA FENNELL PHONE 752-9965  
ADDRESS 383 SE SHARON LANE LAKE CITY FL 32025  
CONTRACTOR BERNIE THRIFT PHONE 623-0046  
LOCATION OF PROPERTY BAYA AVE, R ON 100, TR ON 245, TR ON SHARON LANE, 1ST LOT  
ON RIGHT  
TYPE DEVELOPMENT MH, UTILITY ESTIMATED COST OF CONSTRUCTION 0.00  
HEATED FLOOR AREA                      TOTAL AREA                      HEIGHT                      STORIES                       
FOUNDATION                      WALLS                      ROOF PITCH                      FLOOR                       
LAND USE & ZONING RR MAX. HEIGHT                       
Minimum Set Back Requirements: STREET-FRONT 25.00 REAR 15.00 SIDE 10.00  
NO. EX.D.U. 0 FLOOD ZONE X DEVELOPMENT PERMIT NO.                     

PARCEL ID 15-4S-17-08355-110 SUBDIVISION PERRY PLACE  
LOT 10 BLOCK A PHASE                      UNIT                      TOTAL ACRES                     

IH0000075  
Culvert Permit No.                      Culvert Waiver                      Contractor's License Number                      Applicant/Owner/Contractor                       
EXISTING 07-369-M BK JH Y  
Driveway Connection                      Septic Tank Number                      LU & Zoning checked by                      Approved for Issuance                      New Resident                     

COMMENTS: ONE FOOT ABOVE THE ROAD

Check # or Cash 149

## FOR BUILDING & ZONING DEPARTMENT ONLY

(footer/Slab)

Temporary Power                      Foundation                      Monolithic                       
                     date/app. by                      date/app. by                      date/app. by                       
Under slab rough-in plumbing                      Slab                      Sheathing/Nailing                       
                     date/app. by                      date/app. by                      date/app. by                       
Framing                      Rough-in plumbing above slab and below wood floor                       
                     date/app. by                      date/app. by                       
Electrical rough-in                      Heat & Air Duct                      Peri. beam (Lintel)                       
                     date/app. by                      date/app. by                      date/app. by                       
Permanent power                      C.O. Final                      Culvert                       
                     date/app. by                      date/app. by                      date/app. by                       
M/H tie downs, blocking, electricity and plumbing                      Pool                       
                     date/app. by                      date/app. by                       
Reconnection                      Pump pole                      Utility Pole                       
                     date/app. by                      date/app. by                      date/app. by                       
M/H Pole                      Travel Trailer                      Re-roof                       
                     date/app. by                      date/app. by                      date/app. by                     

BUILDING PERMIT FEE \$ 0.00 CERTIFICATION FEE \$ 0.00 SURCHARGE FEE \$ 0.00  
MISC. FEES \$ 200.00 ZONING CERT. FEE \$ 50.00 FIRE FEE \$ 0.00 WASTE FEE \$                       
FLOOD DEVELOPMENT FEE \$                      FLOOD ZONE FEE \$ 25.00 CULVERT FEE \$                      TOTAL FEE 275.00  
INSPECTORS OFFICE                      CLERKS OFFICE                     

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

### This Permit Must Be Prominently Posted on Premises During Construction

PLEASE NOTIFY THE COLUMBIA COUNTY BUILDING DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF EACH INSPECTION, IN ORDER THAT IT MAY BE MADE WITHOUT DELAY OR INCONVENIENCE. PHONE 758-1008. THIS PERMIT IS NOT VALID UNLESS THE WORK AUTHORIZED BY IT IS COMMENCED WITHIN 6 MONTHS AFTER ISSUANCE.

The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions.



# PERMIT APPLICATION / MANUFACTURED HOME INSTALLATION APPLICATION

**For Office Use Only** (Revised 9-22-06) Zoning Official af 5/3/07 Building Official JH 5/3/07

AP# 0704-33 Date Received 4/16 5-2-07 By LH Permit # 25773

Flood Zone X Development Permit \_\_\_\_\_ Zoning RR Land Use Plan Map Category RVL

Comments Per Plat 2008

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FEMA Map# \_\_\_\_\_ Elevation \_\_\_\_\_ Finished Floor \_\_\_\_\_ River \_\_\_\_\_ In Floodway \_\_\_\_\_

☒ Site Plan with Setbacks Shown ☐ EH Signed Site Plan ☐ EH Release ☐ Well letter ☒ Existing well

☒ Copy of Recorded Deed or Affidavit from land owner ☒ Letter of Authorization from installer

☒ State Road Access ☐ Parent Parcel # \_\_\_\_\_ ☐ STUP-MH \_\_\_\_\_

Property ID # 15-48-17-08355-110 Subdivision Perry Place S/D Blk A

- New Mobile Home ☒ Used Mobile Home \_\_\_\_\_ Year 07
- Applicant Sajwana Fennell Phone # 752-9965
- Address 3835E Sharon Ln, Lake City, FL 32025
- Name of Property Owner Richard (pik) Repetto Phone# \_\_\_\_\_
- 911 Address 383 SE Sharon LN Lake City FL 32025
- Circle the correct power company - FL Power & Light - Clay Electric  
(Circle One) - Suwannee Valley Electric - Progress Energy
- Name of Owner of Mobile Home Tracy & Sajwana Fennell Phone # 752-9965  
Address Same
- Relationship to Property Owner Agreement for Deed / Sale contract
- Current Number of Dwellings on Property 0
- Lot Size 1 ac Total Acreage 1 ac
- Do you : Have Existing Drive or Private Drive or need Culvert Permit or Culvert Waiver (Circle one)  
(Currently using) (Blue Road Sign) (Putting in a Culvert) (Not existing but do not need a Culvert)
- Is this Mobile Home Replacing an Existing Mobile Home Yes - Not sure how long ago
- Driving Directions to the Property East on Baya Ave, (R) 100 (R) 245 (R) Sharon LN then 1st lot on (R) past SE Bonnie way
- Name of Licensed Dealer/Installer Bernard Thrift Phone # 623-0046
- Installers Address 212 NW Nye Hunter Dr.
- License Number IH 0000075 Installation Decal # 276040

# Columbia County Property Appraiser

DB Last Updated: 4/11/2007

Parcel: 15-4S-17-08355-110

## 2007 Proposed Values

Tax Record

Property Card

Interactive GIS Map

Print

### Owner & Property Info

Search Result: 1 of 1

<b>Owner's Name</b>	REPETTO RICHARD		
<b>Site Address</b>	BK A PERRY PLACE S/D		
<b>Mailing Address</b>	7 BADGER LANE BREWSTER, MA 02631		
<b>Use Desc. (code)</b>	VACANT (000000)		
<b>Neighborhood</b>	15417.10	<b>Tax District</b>	2
<b>UD Codes</b>	MKTA06	<b>Market Area</b>	06
<b>Total Land Area</b>	0.000 ACRES		
<b>Description</b>	LOT 10 BLOCK A PERRY PLACE S/D ORB 771-1124, WD 1110-198 WD 1110-199		

### GIS Aerial



### Property & Assessment Values

<b>Mkt Land Value</b>	cnt: (2)	\$16,025.00
<b>Ag Land Value</b>	cnt: (0)	\$0.00
<b>Building Value</b>	cnt: (0)	\$0.00
<b>XFOB Value</b>	cnt: (0)	\$0.00
<b>Total Appraised Value</b>		\$16,025.00

<b>Just Value</b>	\$16,025.00
<b>Class Value</b>	\$0.00
<b>Assessed Value</b>	\$16,025.00
<b>Exempt Value</b>	\$0.00
<b>Total Taxable Value</b>	\$16,025.00

### Sales History

Sale Date	Book/Page	Inst. Type	Sale VImp	Sale Qual	Sale RCode	Sale Price
2/5/2007	1110/198	WD	V	U	04	\$100.00
1/31/2007	1110/199	WD	V	Q		\$29,000.00

### Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
NONE						

### Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

### Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
000000	VAC RES (MKT)	1.000 LT - (.000AC)	1.00/1.00/1.00/.85	\$14,025.00	\$14,025.00
009945	WELL/SEPT (MKT)	1.000 UT - (.000AC)	1.00/1.00/1.00/1.00	\$2,000.00	\$2,000.00

Columbia County Property Appraiser

DB Last Updated: 4/11/2007

1 of 1



# PERMIT NUMBER

# PERMIT WORKSHEET

Installer

Bernard Thibault License # IT10000075

Address of home being installed

Manufacturer

Merit

Length x width

60 x 32

NOTE:

If home is a single wide fill out one half of the blocking plan if home is a triple or quad wide sketch in remainder of home

Understand Lateral Arm Systems cannot be used on any home (new or used) where the sidewall ties exceed 5 ft 4 in.

Installer's initials

BT

New Home

☒

Used Home

☐

Home installed to the Manufacturer's Installation Manual

☒

Home is installed in accordance with Rule 15-C

☐

Single wide

☐

Wind Zone II

☐

Wind Zone III

☐

Double wide

☐

Installation Detail #

276040

Triple/Quad

☐

Serial #

300320AB

## PIER SPACING TABLE FOR USED HOMES

Load Bearing capacity (sq ft)	16' x 16' (256)	18 1/2' x 18 1/2' (342)	20' x 20' (400)	22' x 22' (484)	24' x 24' (576)	26' x 26' (676)
1000 psf	3'	4'	5'	6'	7'	8'
1500 psf	4'	5'	6'	7'	8'	9'
2000 psf	5'	6'	7'	8'	9'	10'
2500 psf	6'	7'	8'	9'	10'	11'
3000 psf	7'	8'	9'	10'	11'	12'
3500 psf	8'	9'	10'	11'	12'	13'

Interpolated from Rule 15-C, pier spacing table.

### PIER PAD SIZES

I-beam pier pad size

17x25

Perimeter pier pad size

17x25

Other pier pad sizes (required by the mfg.)

Draw the approximate locations of marriage wall openings 4 foot or greater. Use this symbol to show the piers.

List all marriage wall openings greater than 4 foot and their pier pad sizes below.

Opening

Pier pad size

15'

17x25

ANCHORS

4 ft

5 ft

FRAME TIES

within 2' of end of home spaced at 5' & oc

OTHER TIES

Longitudinal Substituting Device (LSD)

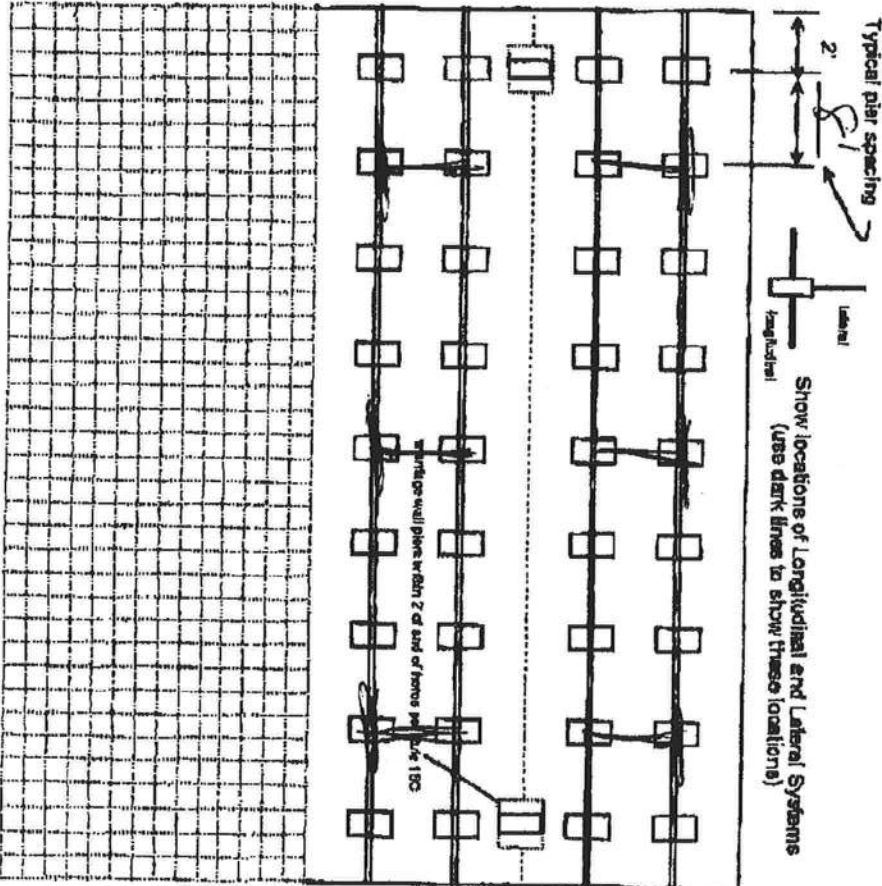
Manufacturer: Model 1101 V Oliver

Side wall

Longitudinal Marriage wall

Number

4



System

## PERMIT NUMBER

## PERMIT WORKSHEET

page 2 of 3

## POCKET PENETROMETER TEST

The pocket penetrometer tests are rounded down to 1000 psi or check here to declare 1000 lb. soil without testing.

x 2000

x 1000

x 3000

## POCKET PENETROMETER TESTING METHOD

1. Test the perimeter of the home at 6 locations.
2. Take the reading at the depth of the footer.
3. Using 500 lb. increments, take the lowest reading and round down to that increment.

x 2000

x 1000

x 3000

## TORQUE PROBE TEST

The results of the torque probe test is 2619 inch pounds or check here if you are declaring 5' anchors without testing. A test showing 275 inch pounds or less will require 5 foot anchors.

Note: A state approved lateral arm system is being used and 4 ft. anchors are allowed at the sidewall locations. I understand 5 ft. anchors are required at all centerline locations where the torque test reading is 275 or less and where the mobile home manufacturer may require anchors with 4000 lb. holding capacity.

Installer's Initials

ALL TESTS MUST BE PERFORMED BY A LICENSED INSTALLER

Installer Name

Date Tested

3-12-07

Electrical

Plumbing

Connect electrical conductors between multi-wide units, but not to the main power source. This includes the bonding wire between multi-wide units. Pg. 3

Connect all sewer drains to an existing sewer tap or septic tank. Pg. 3  
Install all potable water supply piping to an existing water meter, water tap, or other dependent water supply systems. Pg. 3

## Site Preparation

Debris and organic material removed ✓

Water drainage: Natural

Swale

Pad

Other

## Fastening multi-wide units

Floor:  
Walls:  
Roof:

Type Fastener: 3/8" x 5"  
Type Fastener: Staples  
Type Fastener: 10"

Length: 16 1/2" Spacing: 24"  
Length: 10" Spacing: 24"  
Length: 10" Spacing: 24"

For used homes a min. 30 gauge, 8 wide, galvanized metal strip will be centered over the peak of the roof and fastened with galv. roofing nails at 2' on center on both sides of the centerline.

## Gasket (weatherproofing requirement)

I understand a properly installed gasket is a requirement of all new and used homes and that condensation, mold, mildew and buckled marriage walls are a result of a poorly installed or no gasket being installed. I understand a strip of tape will not serve as a gasket.

Installer's Initials

BT

Type gasket Factory Installed

Installed:

Between Floors Yes ✓  
Between Walls Yes ✓  
Bottom of ridgebeam Yes ✓

## Weatherproofing

The bottomboard will be repaired and/or taped. Yes ✓ Pg. 3  
Sliding on units is installed to manufacturer's specifications. Yes ✓  
Fireplaces chimney installed so as not to allow intrusion of rain water. Yes ✓

## Miscellaneous

Skirting to be installed. Yes ✓ No ✓  
Dryer vent installed outside of skirting. Yes ✓ N/A ✓  
Range/drain/vent installed outside of skirting. Yes ✓ N/A ✓  
Drain lines supported at 4 foot intervals. Yes ✓ N/A ✓  
Electrical crossovers protected. Yes ✓ N/A ✓  
Other: ✓

Installer verifies all information given with this permit worksheet is accurate and true based on the manufacturer's installation instructions and or Rule 13C-1 & 2

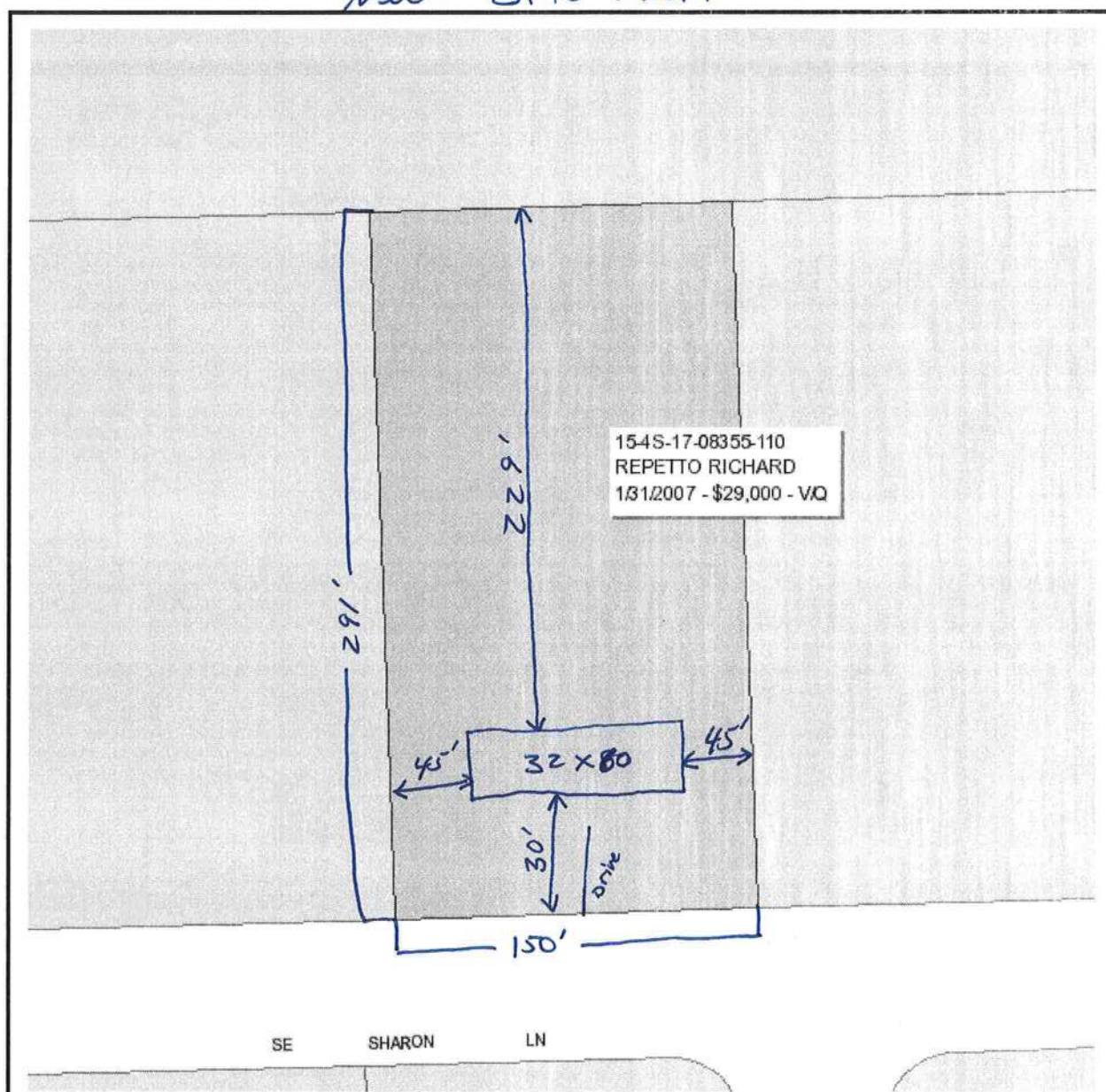
Installer Signature

Edward J. Lee

Date

3-12-07



*New Site Plan***Columbia County Property Appraiser**

J. Doyle Crews, CFA - Lake City, Florida - 386-758-1083

**PARCEL: 15-4S-17-08355-110 - VACANT (000000)**

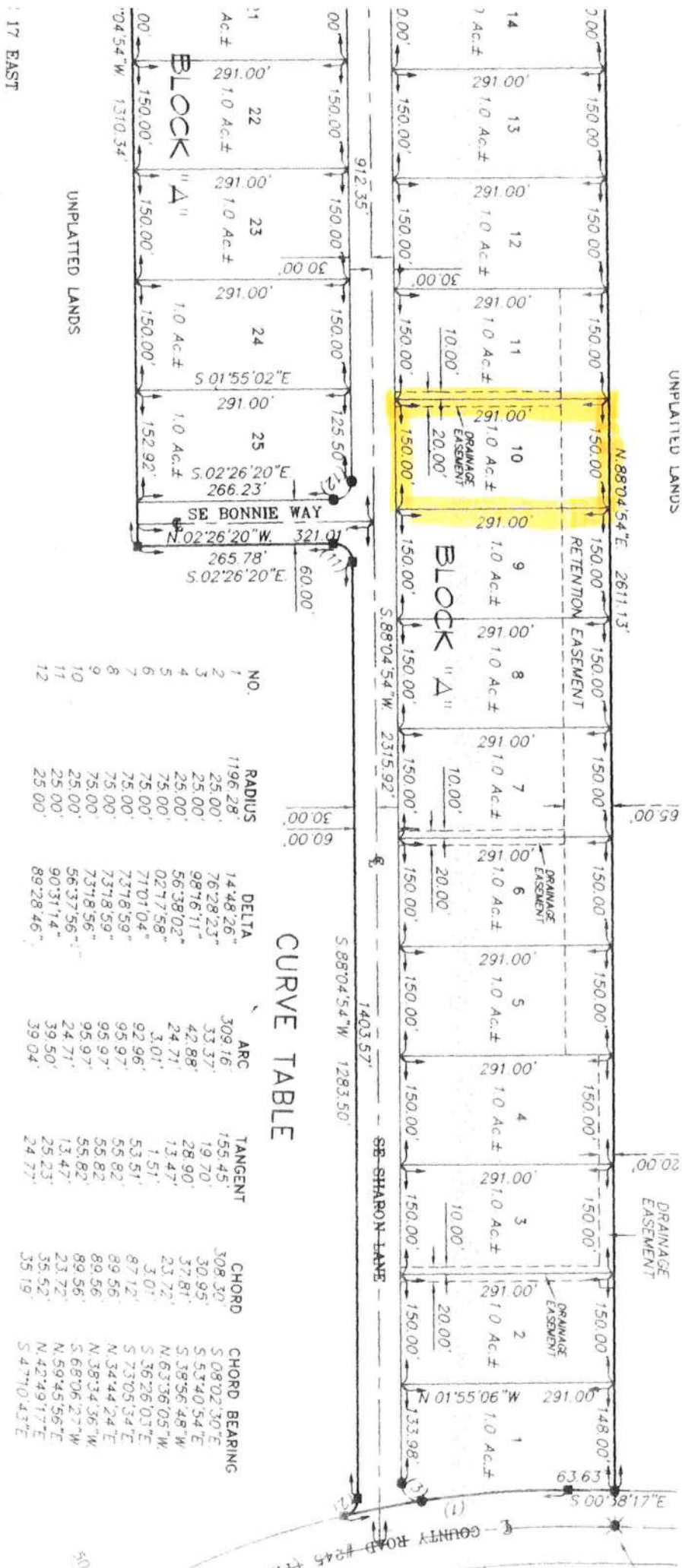
Name: REPETTO RICHARD	LandVal	\$16,025.00
Site: BK A PERRY PLACE S/D	BldgVal	\$0.00
7 BADGER LANE	ApprVal	\$16,025.00
Mail: BREWSTER, MA 02631	JustVal	\$16,025.00
Sales 2/5/2007 \$100.00 V / U	Assd	\$16,025.00
Info 1/31/2007 \$29,000.00 V / Q	Exmpt	\$0.00
	Taxable	\$16,025.00

0 29 58 87 ft



This information, GIS Map Updated: 4/11/2007, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

UNPLATTED LANDS



17 EAST

UNPLATTED LANDS

### SURVEYOR'S NOTES:

1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR THE DEED OF RECORD AS PROVIDED BY CLIENT.
2. BEARINGS ARE BASED ON AN ASSUMED BEARING OF N.88°04'54"E. FOR THE NORTH LINE THEREOF.
3. THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 6 JANUARY, 1988 COMMUNITY PANEL NUMBER 120070 0200 B. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
5. EASEMENTS OF (20') TWENTY FEET IN WIDTH ALONG THE ROAD FRONT OF EACH LOT AND (7.5') SEVEN AND ONE-HALF FEET IN WIDTH ALONG EACH SIDE LOT LINES ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE, AND UNDERGROUND UTILITIES AND DRAINAGE, WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, ONLY THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENT.
6. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF COLUMBIA COUNTY.
7. PRELIMINARY APPROVAL DATE: JANUARY 18, 1996.
8. SURVEY CLOSURE PRECISION EXCEEDS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA.
9. NOTICE:

### NOTICE:

THE EASEMENTS REFERRED TO HEREON IN NOTE # 6 SHALL CONSTITUTE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND PUBLIC UTILITIES WHICH MAY SERVICE THE LANDS ENCOMPASSED BY THIS PLAT.

RR

15-45-17



Repetto

Atten: Rick

STATE OF FLORIDA  
COUNTY OF COLUMBIA

AFFIDAVIT

This is to certify that I, (We), \_\_\_\_\_, as the  
seller, by an **Agreement for Deed**, of the below described property:

Tax Parcel No. \_\_\_\_\_

Subdivision (Name, lot, Block, Phase) \_\_\_\_\_

Give my permission for \_\_\_\_\_ to place a  
(Mobile Home / Travel Trailer / Single Family Home)

I (We) understand that this could result in an assessment for solid waste and fire  
protection services levied on this property.

\_\_\_\_\_  
(1) Seller Signature

\_\_\_\_\_  
(2) Seller Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This  
ne or produced ID \_\_\_\_\_.  
(Type)

\_\_\_\_\_  
tary Printed Name

Rick 755-6347  
for Fennell



# Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1. SALE AND PURCHASE: Dick Repetto ("Seller")  
and Tracy & Sajuana Fennell ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: Sharon Lane, Lake City, Florida 32055

County: Columbia

Legal Description: Lot 10, Perry Place Subdivision

Tax ID No: 15-4s-17-08355-110

together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), \_\_\_\_ (#) ceiling fans (if left blank, all ceiling fans), light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only other items included in the purchase are: Septic Tank and Power Pole

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

## PRICE AND FINANCING

2. PURCHASE PRICE: \$ 34,900.00 payable by Buyer in U.S. currency as follows:

(a) \$ 2,000.00 Deposit received (checks are subject to clearance) on May 4th, \_\_\_\_\_ by \_\_\_\_\_ for delivery to \_\_\_\_\_ ("Escrow Agent")

Signature

Name of Company

(Address of Escrow Agent) Provident Title

(Phone # of Escrow Agent) \_\_\_\_\_

(b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_ or \_\_\_\_\_ days from Effective Date. (10 days if left blank)

(c) 32900 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

(e) \$ 0.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) ☐ (a) Buyer will pay cash for the Property with no financing contingency.

☒ (b) Buyer will apply for new ☐ conventional ☐ FHA ☐ VA financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within \_\_\_\_\_ days from Effective Date (5 days if left blank) and provide Seller with either a written Financing commitment or approval letter ("Commitment") or written notice that Buyer is unable to obtain a Commitment within \_\_\_\_\_ days from Effective Date (the earlier of 30 days after the Effective Date or 5 days prior to Closing Date if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. If, after using diligence and good faith, Buyer is unable to provide the Commitment and provides Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment Period, either party may cancel this Contract and Buyer's deposit will be refunded. Buyer's failure to provide Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment Period will result in forfeiture of Buyer's deposit(s). Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, (2) the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of this Contract), or (3) another provision of this Contract provides for cancellation.

## CLOSING

4. CLOSING DATE; OCCUPANCY: Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and financing periods. This Contract will be closed on May 4th, 2007 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

Buyer (Tracy) (SF) and Seller (Dick) (Rep) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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55 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by  
56 mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording  
57 of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per  
58 Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

59 **(a) Seller Costs:**

60 Taxes and surtaxes on the deed

61 Recording fees for documents needed to cure title

62\* Other: \_\_\_\_\_

**Owner Financing**

63\* **Seller** will pay up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair  
64\* **Limit**"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for wood-destroying organism treatment  
65\* and repairs ("WDO Repair Limit"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for costs  
66 associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").

67 **(b) Buyer Costs:**

68 Taxes and recording fees on notes and mortgages

69 Recording fees on the deed and financing statements

70 Loan expenses

71 Lender's title policy

72 Inspections

73 Survey

74 Flood insurance, homeowner insurance, hazard insurance

75\* Other: \_\_\_\_\_

**Owner Financing**

76 **(c) Title Evidence and Insurance: Check (1) or (2):**

77\* ☐ **(1)** The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent  
78\* and will pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and pay  
79\* for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay  
80 for the owner's title policy, search, examination and related charges.

81\* ☐ **(2)** **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the  
82 owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and  
83 lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

84 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
85 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
86 Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of taxes for  
87 the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are  
88 determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by  
89 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall  
90 be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to Closing  
91 Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration  
92 available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to Closing  
93 Date, **Buyer** and **Seller** will split the cost of a private appraiser to perform an assessment prior to Closing Date. Nothing in this  
94 paragraph shall act to extend the Closing Date. This provision shall survive closing.

95 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full  
96 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment  
97 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay  
98\* all other amounts. If special assessments may be paid in installments ☐ **Buyer** ☐ **Seller** (if left blank, **Buyer**) shall pay  
99 installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public  
100 body does not include a Homeowner Association or Condominium Association.

101 **(f) Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require  
102 **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

103\* **(g) Home Warranty:** ☐ **Buyer** ☐ **Seller** ☐ **N/A** will pay for a home warranty plan issued by \_\_\_\_\_ at a  
104\* cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
105 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

106 **PROPERTY CONDITION**

107\* **6. INSPECTION PERIODS:** **Buyer** will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by May 2nd,  
108\* \_\_\_\_\_ (the earlier of 10 days after the Effective Date or 5 days prior to Closing Date if left blank) ("Inspection Period");  
109\* the wood-destroying organism inspection by May 2nd, \_\_\_\_\_ (at least 5 days prior to closing, if left  
110 blank); and the walk-through inspection on the day before Closing Date or any other time agreeable to the parties; and the  
111\* survey referenced in Paragraph 10(c) by \_\_\_\_\_, \_\_\_\_\_ (at least 5 days prior to closing if left blank).

112\* **Buyer** TUC SF and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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113 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value  
114 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer  
115 can readily observe or that are known by or have been disclosed to Buyer.

116 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996,  
117 Florida Statutes.

118 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
119 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
120 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
121 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
122 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
123 level to an acceptable EPA level, failing which either party may cancel this Contract.

124 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
125 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
126 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
127 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
128 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

129 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
130 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
131 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

132 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY  
133 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT  
134 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE  
135 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING  
136 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

137 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to  
138 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

139 (g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
140 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law  
141 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased  
142 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation  
143 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine  
144 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether  
145 there are significant erosion conditions associated with the shoreline of the Property being purchased.

146 ☐ Buyer waives the right to receive a CCCL affidavit or survey.

147 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
148 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide  
149 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,  
150 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
151 completion. If Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to  
152 closing, Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At  
153 closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all  
154 work done on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any written  
155 documentation that all open permits have been closed out and that Seller has obtained required permits for improvements to  
156 the Property.

157 (a) **Warranty, Inspections and Repair:**

158 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
159 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
160 condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally sound  
161 and watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller warrants that  
162 all open permits will be closed out and that Seller will obtain any required permits for improvements to the Property  
163 prior to Closing Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic  
164 condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with  
165 existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in  
166 the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that  
167 do not affect the working condition of the item, including pitted marcite; tears, worn spots and discoloration of floor  
168 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
169 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
170 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

171 (2) **Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who  
172 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
173 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the  
174 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of

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inspector's written report dealing with such items to **Seller**. If **Buyer** fails to deliver timely written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that **Seller** must meet the maintenance requirement.

**(3) Repair:** **Seller** will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days from receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Buyer** and **Seller** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

**(4) Permits:** **Seller** shall close out any open permits and remedy any violation of any governmental entity, including but not limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may cancel this Contract and **Buyer's** deposit shall be refunded. If the cost to close out open permits or to remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at closing the amount of the Permit Limit.

**(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days from the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation, and (ii) **Seller** transfers to **Buyer** at closing a current full treatment warranty for the type of wood-destroying organisms found. Otherwise, **Seller** will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

**(c) Walk-through Inspection/Reinspection:** **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

**9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, **Seller**, will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration, and the parties will close the transaction on the later of: (1) Closing Date; or, (2) 10 days after **Buyer's** receipt of **Seller's** notice. **Seller** will not be obligated to replace trees. If the restoration cannot be completed in time, **Buyer** may cancel this Contract and **Buyer's** deposit shall be refunded, or **Buyer** may accept the Property "as is", and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in restoring the Property to the same condition as it was on Effective Date.

## TITLE

**10. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

**(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, at least 2 days prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

**(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

**(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the

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Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

## MISCELLANEOUS

### 11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) **Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

**12. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. Except for the notices required by Paragraph 3 of this Contract, **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.** Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

**13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

**14. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

## DEFAULT AND DISPUTE RESOLUTION

**15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as

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296 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among  
297 Broker) up to the full amount of the brokerage fee.

298 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in  
299 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

300 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the  
301 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will  
302 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
303 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's  
304 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the  
305 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,  
306 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

307 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
308 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
309 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
310 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
311 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
312 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
313 estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in  
314 writing to become a party to the proceeding. This clause will survive closing.

315 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
316 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
317 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
318 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
319 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
320 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the  
321 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
322 split the arbitrators' fees and administrative fees of arbitration.

#### 323 ESCROW AGENT AND BROKER

324 **17. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and,  
325 subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract,  
326 including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed  
327 items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow  
328 Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover  
329 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in  
330 favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

331 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are  
332 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the  
333 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying  
334 partially or totally seaward of the coastal construction control line, etc.) and for tax, property condition, environmental and other  
335 specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or  
336 otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional  
337 inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect  
338 Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels,  
339 incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's  
340 misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers,  
341 directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to  
342 perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of  
343 services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3)  
344 products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full  
345 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations.  
346 For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

347 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**  
348 **Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
349 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has  
350 retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse  
351 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by  
352 Seller or listing broker to cooperating brokers.

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354\*

355 Selling Sales Associate/License No. \_\_\_\_\_

Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

356\*

357 Listing Sales Associate/License No. \_\_\_\_\_

Listing Firm/Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

358

**ADDENDA AND ADDITIONAL TERMS**

359 **20. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this Contract (check if  
 360 applicable):

- |                                                    |                                                          |                                                            |                                                    |
|----------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| 361* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> O. Interest-Bearing Account       | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 362* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections                  | <input type="checkbox"/> P. Back-up Contract               | <input type="checkbox"/> W. FIRPTA                 |
| 363* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop.   | <input type="checkbox"/> X. 1031 Exchange          |
| 364* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals                        | <input type="checkbox"/> Y. Additional Clauses     |
| 365* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> L. Insurance                    | <input type="checkbox"/> S. Sale/Lease of Buyer's Property |                                                    |
| 366* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> T. Rezoning                       | <input type="checkbox"/> Other _____               |
| 367* <input type="checkbox"/> G. New Mort. Rates   | <input type="checkbox"/> N. Lease purchase/Lease option  | <input type="checkbox"/> U. Assignment                     | <input type="checkbox"/> Other _____               |

368\* **21. ADDITIONAL TERMS:**

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402\*

403\*

404\*

405\*

406\*

407\*

408\*

409\*

410\* Buyer (TUC SF) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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**Instant  
Forms**

411 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

412

#### OFFER AND ACCEPTANCE

413\* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

414 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy

415 delivered to Buyer no later than 5 ☐ a.m. ☒ p.m. on May 4th, 2007, this offer will be revoked

416 and Buyer's deposit refunded subject to clearance of funds.

417

#### COUNTER OFFER/REJECTION

418\* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy

419 of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the

420 date the counter is delivered. ☐ Seller rejects Buyer's offer.

421\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

422\* \_\_\_\_\_ Print name: \_\_\_\_\_

423\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

424\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

425\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_

426\* E-mail: \_\_\_\_\_

427\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_

428\* \_\_\_\_\_ Print name: \_\_\_\_\_

429\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_

430\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

431\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_

432\* E-mail: \_\_\_\_\_

433\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

434\* Buyer (TS) SE and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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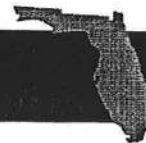
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# Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®



If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between  
 \_\_\_\_\_ (Seller)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as \_\_\_\_\_  
 \_\_\_\_\_

## SELLER FINANCING

Buyer's initials - Seller's initials: If to be made a part of the Contract.

(TLF) (SF) -- ( ) ( )

Seller agrees to hold a note secured by a purchase money (CHECK ONE) ☒ first ☐ second mortgage, executed by Buyer in the principal amount of \$ 32,900.00 at 10 % interest per annum payable in equal (CHECK ONE) ☒ monthly ☐ quarterly ☐ annual payments of \$ 500.00 each including interest with the first payment due 1 month(s) after Closing. This (CHECK ONE) ☒ is ☐ is not a balloon mortgage. If it is a balloon mortgage, the entire unpaid principal balance plus accrued interest shall be due and payable 24 (months/years) from date of Closing. If a second mortgage, a default in the first mortgage shall, at the option of the holder, constitute a default of the second mortgage.

# MOBILE HOME INSTALLER AFFIDAVIT

As per Florida Statutes Section 320.8249 Mobile Home Installers License:

Any person who engages in mobile home installation shall obtain a mobile home installers license from the bureau of Mobile Home and Recreational Vehicle Construction of the Department of Highway Safety and Motor Vehicles pursuant to this section. Said license shall be renewed annually, and each licensee shall pay a fee of \$150.

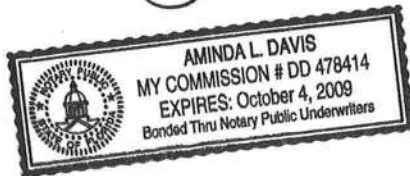
I Bernard Thrift license number 1H0000075 do hereby state that the  
(Please Print)

installation of the manufactured home at Sharon Lane will be done under my  
(511 Address) Lake City, FL 32055  
supervision.

Bernard Thrift  
Signature

Sworn to and subscribed before me this 23 day of March A. D. 2007

Notary Public [Signature] My commission expires: 10.04.09  
Signature Date





# LIMITED POWER OF ATTORNEY

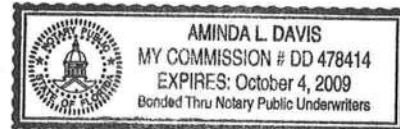
I, BERNARD THRIFT, LICENSE # IH-0000075 EXPIRING 9-30-07 DO HEREBY  
AUTHORIZE Sajuana, Tracy, Dwight Fennell TO BE MY  
REPRESENTATIVE AND ACT ON MY BEHALF IN ALL ASPECTS OF APPLYING  
FOR A MOBILE HOME MOVE ON PERMIT TO BE INSTALLED  
IN COLUMBIA COUNTY, FLORIDA.

Bernard D Thrift  
BERNARD THRIFT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF March  
2007.

Aminda L Davis  
NOTARY PUBLIC

PERSONALLY KNOWN yes  
PRODUCED ID \_\_\_\_\_



Sajuana Fennell

## AFFIDAVIT

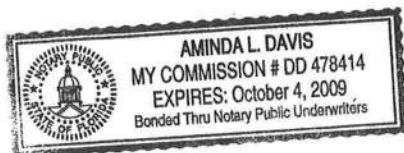
I certify that the following described mobile home being placed on the referenced parcel is not a Wind Zone 1 mobile home.

Customer's Name: Sajwana, Tracy, Dwight Fennell  
Property ID: Sec: 15 Twp: 43 Rge: 17 Tax Parcel No: 08355-110  
Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
Mobile Home Year/Make: 2007, Homes of Merit, Cypress Manor Size: 32x64

Bernard Thrift  
Signature of Mobile Home Installer

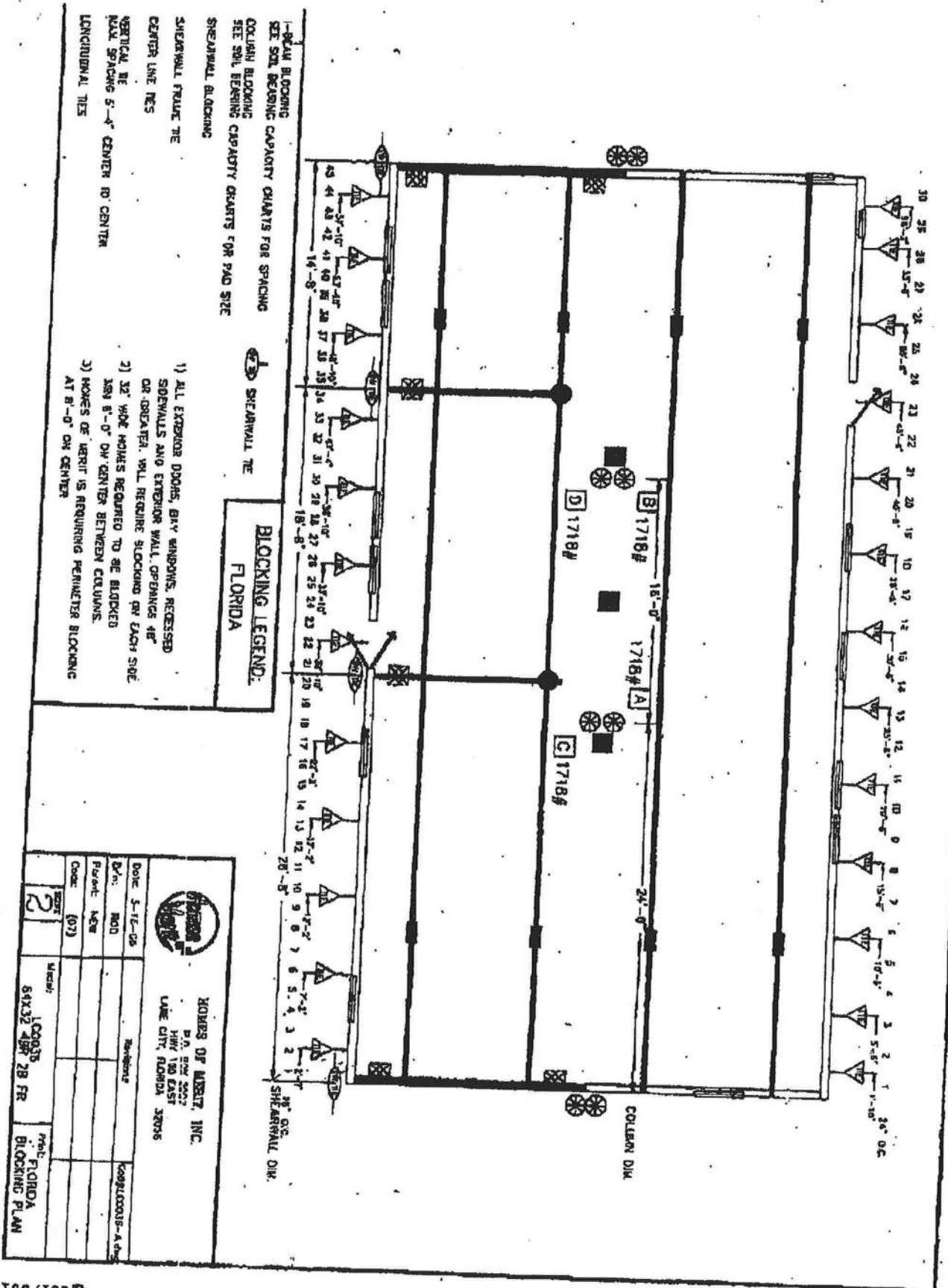
Sworn to and subscribed before me this 23 day of March, 20 07  
by Bernard Thrift

Aminda L. Davis  
Notary's name printed/typed



Aminda L. Davis  
Notary Public, State of Florida  
Commission No. DD 478414  
Personally Known: yes  
Produced ID (type) J





FROM : REPETTO CONSTRUCTION  
MAY-03-2007 08:51 PM

PHONE NO. : 508 896 8522 May. 03 2007 11:02PM P1

FROM : COLUMBIA CO BUILDING + ZONING

FAX NO. : 386-758-2160

May. 03 2007 08:25AM P1

Repetto

Attn: Rick

STATE OF FLORIDA  
COUNTY OF COLUMBIA

AFFIDAVIT

This is to certify that I, (We), Richard Repetto, as the  
seller, by an Agreement for Deed, of the below described property:

Tax Parcel No. 15-45-17-08355-110

Subdivision (Name, lot, Block, Phase) Perry Place, Lot 10, Block A

Give my permission for TRACY + Sajuana Fennell to place a  
(Mobile Home / Travel Trailer, single Family Home)

I (We) understand that this could result in an assessment for solid waste and fire  
protection services levied on this property.

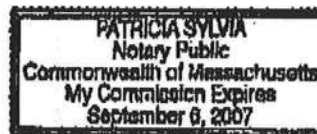
Richard Repetto  
(1) Seller Signature

(2) Seller Signature

Sworn to and subscribed before me this 3rd day of May, 2007. This  
(These) person (s) are personally known to me or produced ID. Known to me  
(Type)

Patricia Sylvia  
Notary Public Signature  
State of Florida State of MA  
My commission expires: 9/6/2007

PATRICIA SYLVIA  
Notary Printed Name







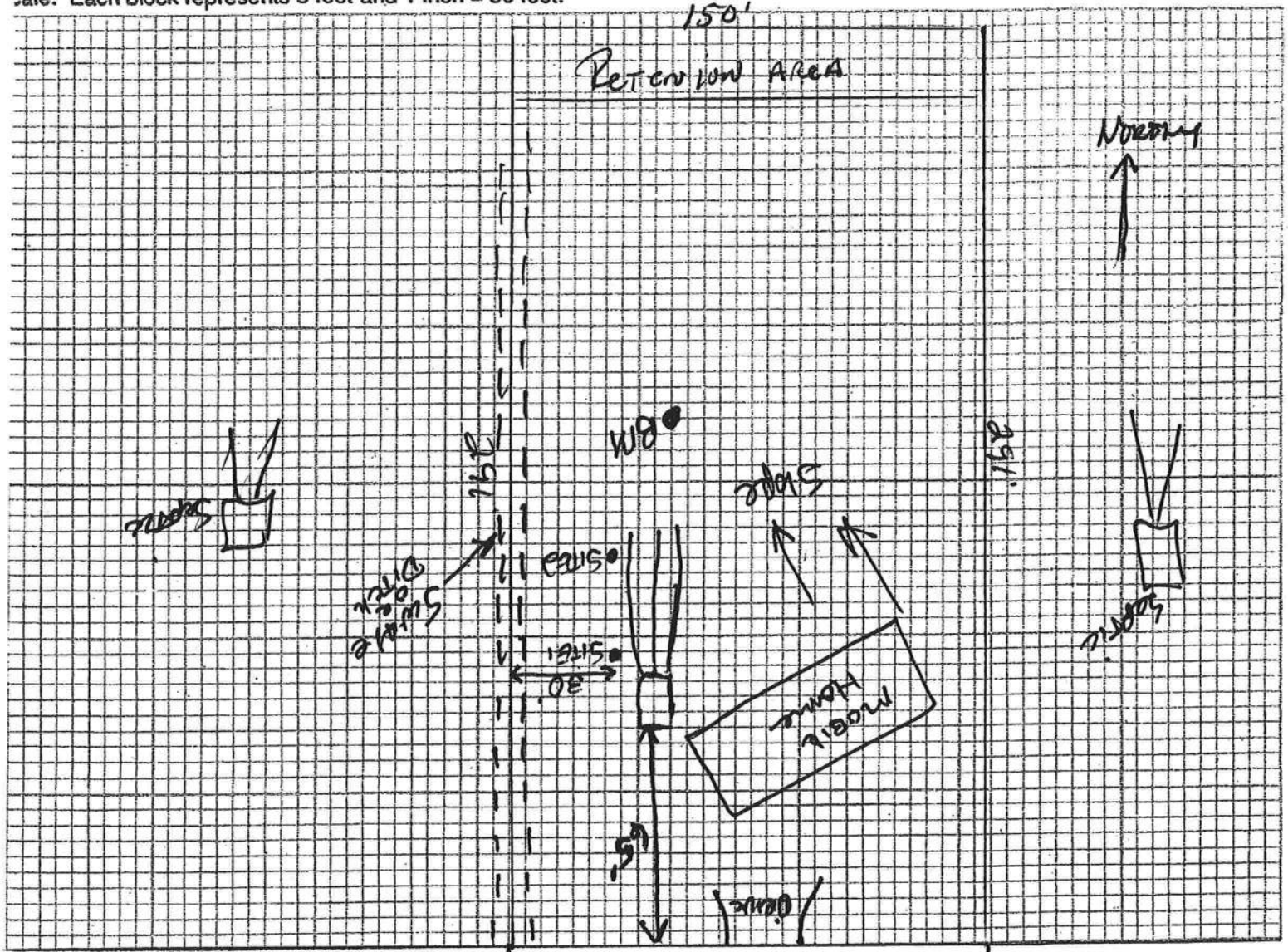
STATE OF FLORIDA  
DEPARTMENT OF HEALTH

APPLICATION FOR ONSITE SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT

Permit Application Number 07-0369M

PART II - SITE PLAN

Scale: Each block represents 5 feet and 1 inch = 50 feet.



Notes:

Fennell (Richard Repetto)

Lot 10 Perry Place Unit 1.

Site Plan submitted by:

Robert W. Inc.

Signature

Plan Approved ☒

Not Approved ☐

by

Salma Maddy Esq.

Agent

Title

Date 5-3-07

County Health Department

**Columbia CHD**

ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH DEPARTMENT