

DATE 04/14/2004

Columbia County Building Permit

This Permit Expires One Year From the Date of Issue

PERMIT

000021737

APPLICANT CLARA ZWART

PHONE 719.6861

ADDRESS 439 SW TARA CRT

FT. WHITE

FL 32038

OWNER JOHN & CLARA ZWART

PHONE 386.344.2073

ADDRESS 439 SW TARA CRT

FT. WHITE

FL 32038

CONTRACTOR VIC ETHERIDGE

PHONE

LOCATION OF PROPERTY 47-S TO SUNVIEW STREET, R, TO SW TARA CRT., LAST LOT ON

R @ END CUL-DE-SAC.

TYPE DEVELOPMENT M/H & UTILITY

ESTIMATED COST OF CONSTRUCTION

.00

HEATED FLOOR AREA

TOTAL AREA

HEIGHT .00

STORIES

FOUNDATION

WALLS

ROOF PITCH

FLOOR

LAND USE & ZONING

A-3

MAX. HEIGHT

Minimum Set Back Requirments:

STREET-FRONT

30.00

REAR

25.00

SIDE

25.00

NO. EX.D.U.

FLOOD ZONE

X PP

DEVELOPMENT PERMIT NO.

PARCEL ID 33-5S-16-03745-306

SUBDIVISION

SUNVIEW ESTATES

LOT 6

BLOCK

PHASE

UNIT 2

TOTAL ACRES 7.70

IH0000144

Culvert Permit No.

Culvert Waiver

Contractor's License Number

Applicant/Owner/Contractor

EXISTING

04-0133-N

BLK

HD

Y

Driveway Connection

Septic Tank Number

LU & Zoning checked by

Approved for Issuance

New Resident

COMMENTS: 1 FOOT ABOVE ROAD

Check # or Cash 199

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 \$

.00

CERTIFICATION FEE \$

.00

SURCHARGE FEE \$

.00

MISC. FEES \$

200.00

ZONING CERT. FEE \$

50.00

FIRE FEE \$

34.02

WASTE FEE \$

73.50

FLOOD ZONE DEVELOPMENT FEE \$

CULVERT FEE \$

TOTAL FEE 357.52

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		Zoning Official <u>BK 26.03.04</u>	Building Official <u>HD 3-30-04</u>
AP# <u>0403-66</u>	Date Received <u>3-19-04</u>	By <u>LH</u>	Permit # <u>21737</u>
Flood Zone <u>X per plot</u>	Development Permit <u>N/A</u>	Zoning <u>A-3</u>	Land Use Plan Map Category <u>A-3</u>
Comments <u>(Preliminary)</u>			
<p><u>ATTN: MUST schedule A PRE-M/N AS SOON AS M/H ARRIVES IN COUNTY - while still in county</u></p> <p><u>- ASKED W/OWNER RE: PRE-M/N - M/H IS OUT OF COUNTY -</u></p> <p><u>- @ 11:30 AM - 3-31-04/CE WASNT ALLOWED TO DO ANY INSPECTION DONE) DO NOT ISSUE</u></p>			
<input checked="" type="checkbox"/> Site Plan with Setbacks shown	<input checked="" type="checkbox"/> Environmental Health Signed Site Plan	<input type="checkbox"/> Env. Health Release	
<input checked="" type="checkbox"/> Need a Culvert Permit	<input checked="" type="checkbox"/> Need a Waiver Permit	<input checked="" type="checkbox"/> Well letter provided	<input type="checkbox"/> Existing Well

- Property ID 33-55-16-03745-306 Must have a copy of the property deed
- New Mobile Home _____ Used Mobile Home ☒ Year 1997
- Subdivision Information Sunview Estates second Addition lot 6
- Applicant John Zwart/CLARA ZWART Phone # (386) 344-2073
- Address 439 SW TARA CT. FT. WHITE, FL 32038
- Name of Property Owner John Zwart Phone# (386) 344-2073
- 911 Address 439 SW TARA CT. FT. WHITE, FL 32038
- Name of Owner of Mobile Home John Zwart Phone # (386) 344-2073
- Address _____
- Relationship to Property Owner same
- Current Number of Dwellings on Property None
- Lot Size _____ Total Acreage approx 7.7 acres ±
- Explain the current driveway existing
- Driving Directions 47 (R) Sunview St (R) SW Tara CT last lot on (R) at culdisac
- Is this Mobile Home Replacing an Existing Mobile Home No
- Name of Licensed Dealer/Installer Vic Etheridge Phone # (352) 316-0953
- Installers Address P.O. Box 3266 HIGH SPRINGS, FL 32643
- License Number IA0000144 Installation Decal # 211491

PERMIT NUMBER

Installer Vic Etheridge License # IA 0000144

Address of home being installed 439 SW TRA CT.
FT. WHITE, FL. 32038

Manufacturer GENERAL Length x width 24' x 56'

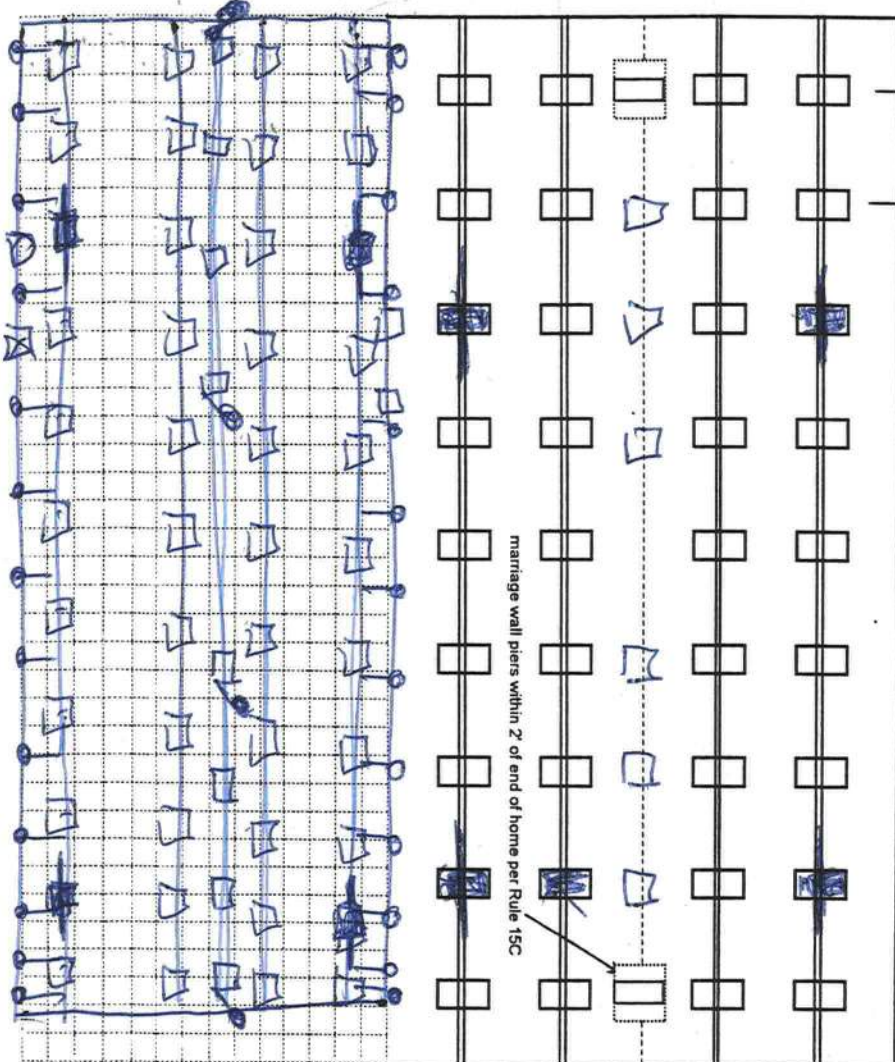
NOTE: if home is a single wide fill out one half of the blocking plan if home is a triple or quad wide sketch in remainder of home

I 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 VE



marriage wall piers within 2' of end of home per Rule 15C



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 Decal # 211491

Triple/Quad ☐ Serial # GMHGA 446964197AB

PIER SPACING TABLE FOR USED HOMES

Load bearing capacity (sq in)	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	4'6"	6'	7'	8'	8'	8'
2000 psf	6'	8'	8'	8'	8'	8'
2500 psf	7'6"	8'	8'	8'	8'	8'
3000 psf	8'	8'	8'	8'	8'	8'
3500 psf	8'	8'	8'	8'	8'	8'

* Interpolated from Rule 15C-1 pier spacing table.

PIER PAD SIZES

I-beam pier pad size 12x22

Perimeter pier pad size 6x14

Other pier pad sizes (required by the mfg.) 16x16

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 Linear Green 12x22 Pier pad size

ANCHORS

4 ft ☒ 5 ft ☐

FRAME TIES

within 2' of end of home spaced at 5' 4" oc ☒

TIEDOWN COMPONENTS

OTHER TIES

Number

Longitudinal Stabilizing Device (LSD)
Manufacturer OLIVER TECH
Longitudinal Stabilizing Device w/ lateral Arms
Manufacturer OLIVER TECH

Sidewall Longitudinal Marriage wall Shearwall
12
N/A
4

POCKET PENETROMETER TEST

The pocket penetrometer tests are rounded down to 2500 psf or check here to declare 1000 lb. soil without testing.

X 2500 X 3000 X 2500

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 2500 X 2000

TORQUE PROBE TEST

The results of the torque probe test is 300 lb inch pounds or check here if you are declaring 5" anchors without testing. A test showing 275 inch pounds or less will require 4 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 tie points where the torque test reading is 275 or less and where the mobile home manufacturer may requires anchors with 4000 lb holding capacity.

Installer's initials VE

ALL TESTS MUST BE PERFORMED BY A LICENSED INSTALLER

Installer Name

Ve Etheridge

Date Tested

3/19/04

Electrical

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

Plumbing

Connect all sewer drains to an existing sewer tap or septic tank. Pg.

Connect all potable water supply piping to an existing water meter, water tap, or other independent water supply systems. Pg.

Site Preparation

Debris and organic material removed ✓
Water drainage: Natural ✓ Swale Pad Other

Fastening multi wide units

Floor: Type Fastener: 6" LAG Length: 6" Spacing: 2'
Walls: Type Fastener: 1" Length: 6" Spacing: 6"
Roof: Type Fastener: 1" Length: 6" Spacing: 6"
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 VE

Type gasket Plastic

Installed:

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

Weatherproofing

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

Miscellaneous

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

Installer verifies all information given with this permit worksheet is accurate and true based on the manufacturer's installation instructions and or Rule 15C-1 & 2

Installer Signature

Ve Etheridge Date 3/19/04

AAA
MOBILE HOME TRANSPORT

Phone (352) 372-1366
Home (386) 462-7554
Mobile (352) 316-0953
State Lic# IH0000144

Vic Etheridge

Owner/Operator

DATE 3/19/04

NAME OF LICENSE HOLDER Vic Etheridge

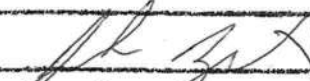

LICENSE CERTIFICATE # IH0000144

THE FOLLOWING PERSON(S) ARE AUTHORIZED TO SIGN FOR PERMITS FOR THE ABOVE REFERENCED LICENSE HOLDER.

NAME(S) : PLEASE PRINT

SIGNATURE(S):

RELATIONSHIP

JOHN ZWART		
CLARA ZWART		

Authorization forms are good 12 months of dated form. (Unless otherwise specified if less than 12 months _____)

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2004

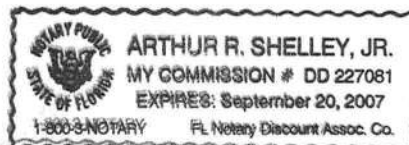
by Vic Etheridge who is personally known to me or has produced

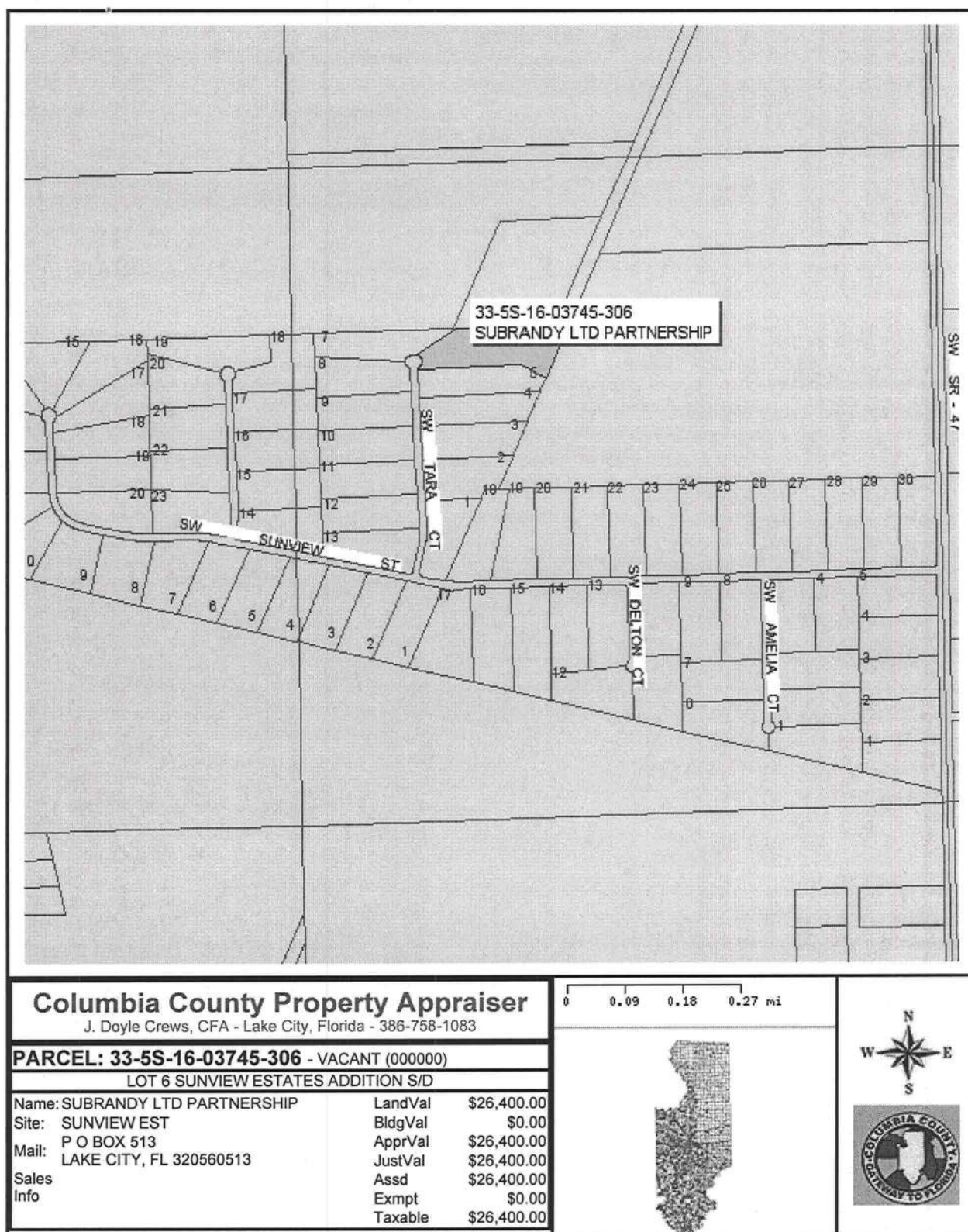
Identification Type of Identification _____ # _____

Signature of License Holder 

Signature of Notary: 

Commission # & Seal/Stamp

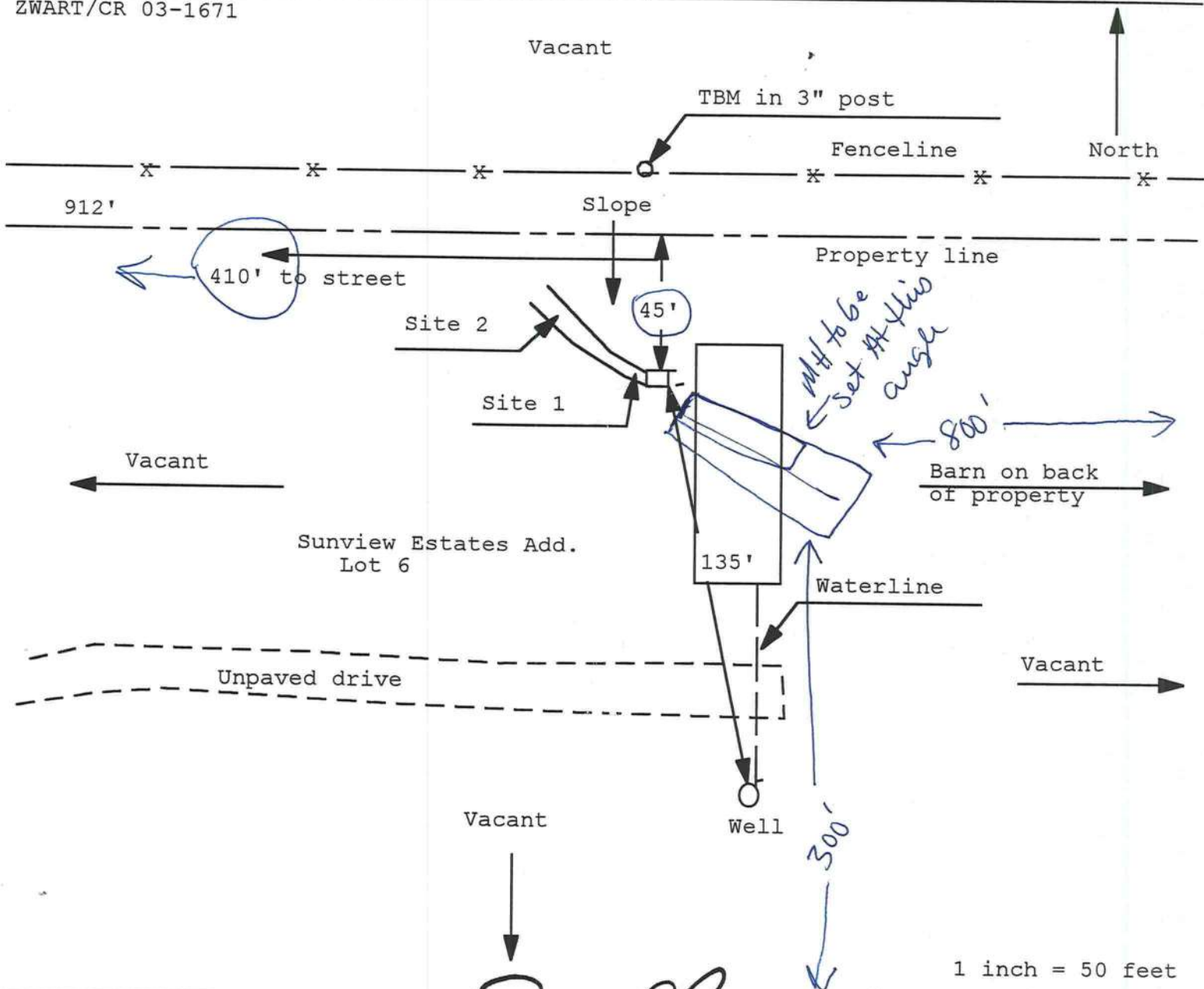




Application for Onsite Sewage Disposal System
Construction Permit. Part II Site Plan
Permit Application Number: 04-0133N

ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH UNIT

ZWART/CR 03-1671



Site Plan Submitted By Paul Lloyd Date 1/8/04
Plan Approved Not Approved Date 1/8/04
By Paul Lloyd Reviewed by R. Hennes Columbia CPHU 02/04/04 RH
Notes: 2-4-04- Please be sure that the end of the drainfield meets the
appropriate property line setback. RH

256060

Prepared by and return to: Lenvil H. Dicks
P.O. Box 1
Lake City, FL 32056-0001

AGREEMENT FOR DEED

1. THIS AGREEMENT is entered into this 9th day of September, 2002, by and between SUBRANDY LIMITED PARTNERSHIP, whose address is P.O. Box 513 Lake City, Florida 32056 ("Seller") and JOHN EARL ZWART ("Buyer"), who is/are residents of the State of Florida and who directs that all mail be sent to 7310 US 301 North Lot 59 Ellenton, FL 34222.

2. AGREEMENT TO CONVEY. Provided that Buyer makes the payments and performs the other covenants required to be performed by the Buyer hereunder (collectively, the "Buyer's Obligations"), Seller agrees to convey to Buyer in fee simple by General Warranty Deed, free of all liens and encumbrances except Permitted Encumbrances (as hereinafter defined), the real property and any improvements thereon located in Columbia County, Florida, and more particularly described as follows (the "Property"):

LOT 6, SUNVIEW ESTATES ADDITION, a subdivision recorded in Plat Book 7, Page 107, Columbia County, Florida, subject to Restrictions recorded in O.R. Book 959, Pages 1866-1867, Columbia County, Florida, and subject to Power Line Easement.

3. PURCHASE PRICE. In consideration of the Seller's covenants and agreements hereunder, Buyer hereby agrees to pay to the Seller the sum of Thirty Two Thousand and 00/100 DOLLARS (\$ 32,000.00) (the "Purchase Price") to be paid by Buyer to Seller at Seller's address set forth above, or as necessary, to the escrow agent specified below, or at such other address as Seller shall designate, as follows:

Down Payment of Five Hundred and 00/100 DOLLARS (\$500.00) the receipt of which is hereby acknowledged by Seller ; Additional Down Payment of N/A DOLLARS (\$ N/A) on or before N/A,N/A, And the balance of Thirty One Thousand Five Hundred and 00/100 DOLLARS (\$31,500.00) with interest thereon at the rate of Twelve and One Half percent (12.5 %) per annum in One Hundred Eighty (180) consecutive monthly installments in the amount of Three Hundred Eighty Eight and 24/100 DOLLARS (\$388.24) each, payable on the 15th day of each calendar month commencing on October 15,2002.

4. SPECIAL TERMS AND CONDITIONS. None.

5. PRE-PAYMENT PRIVILEGE. Buyer may prepay the Purchase Price in full or in part at any time without penalty. Prepayments shall be applied against the remaining unpaid principal installments of the Purchase Price in inverse order of maturity.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the day and year first above written.

Nanci L. Griffis
witness

Nanci L. Griffis

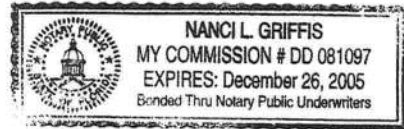
Suzanne D. Adams
witness

Suzanne D. Adams

Bradley N. Dicks

Bradley N. Dicks, G.P. Subrandy Limited Partnership

SELLER



STATE OF FLORIDA
COUNTY OF COLUMBIA

Before me this 3rd day of October, 2002, appeared Bradley N. Dicks who is personally known to me and hereby acknowledged the forgoing instrument.

Robert N. Adams
signature of witness

printed name of witness

Nanci L. Griffis

Nanci L. Griffis

My Commission Expires: 12/26/05

John Earl Zwart
BUYER

Beth Richardson
signature of witness

printed name of witness

STATE OF Florida
COUNTY OF Manatee

Before me this 23rd day of September, 2002, personally appeared John Earl Zwart, who is personally known/ produced FL Driver's License identification and acknowledged the foregoing instrument.

Lisa L. Conforti
Print Name: Lisa L. Conforti
My Commission Expires: July 22, 2006



signature of witness

printed name of witness

BUYER

signature of witness

printed name of witness

STATE OF _____
COUNTY OF _____

Before me this _____ day of _____, 20____, personally appeared _____, who is personally known/ produced _____ identification and acknowledged the foregoing instrument.

Print Name: _____

My Commission Expires: _____

6. LATE CHARGES. Buyer agrees to pay a late charge of Ten Dollars (\$ 10.00) on any payment not received by Seller within ten (10) days of the date on which it is due. In the event that the Buyer makes payment by check which is dishonored, Buyer also agrees to pay a returned check fee of Fifteen Dollars (\$15.00) for each dishonored check.

7. TAXES. Buyer agrees to pay all taxes, assessments or impositions that may be levied or imposed upon the property subsequent to the date of this Agreement. Further, Buyer hereby acknowledges that prior to recordation of this Agreement, the applicable taxing authorities may continue to send any tax bills, assessments, or impositions that may be levied or imposed upon the Property directly to the Seller who will make payment thereof; provided, however, that the Seller shall not be obligated to pay any assessed taxes until the latest date on which they are due. In the event of payment of any assessed taxes upon the Property by the Seller, the Buyer shall promptly reimburse Seller the amount actually paid by Seller within 30 days of receipt of written notice that a payment has been made. Additionally, Buyer will pay a \$15.00 service fee to Seller to defray Seller's costs and expenses associated with any such payment of taxes and collection of reimbursement from the Buyer as provided herein. Buyer's failure to timely pay any amounts due to Seller under this paragraph shall result in the unpaid balance of such amounts bearing interest at a rate of eighteen percent (18%) per annum (or the maximum interest rate allowable under applicable law, whichever is less).

Further, should Buyer fail to pay any taxes or assessments after recordation of this Agreement, or fail to keep the Property insured as provided below, Seller shall have the option to pay all or any of such taxes and assessments and to obtain such insurance. Buyer thereafter shall be obligated to immediately repay to Seller, on demand, the amount of all moneys paid by Seller on account of such taxes, assessments, and/or insurance together with interest thereon from the date of demand until repaid at the rate of eighteen percent (18%) per annum (or the maximum interest rate allowable under applicable law, whichever is less).

8. INSURANCE. Buyer shall keep the Property insured at all times with such casualty and liability insurance as is approved by Seller, which insurance shall insure the interest of both Buyer and Seller. Buyer shall furnish proof of insurance and premium payment to Seller upon request therefore by Seller, and in no event less than annually. Seller has no obligation to provide insurance on the Property or on any contents owned by Buyer. The risk of loss of the Property shall pass to Buyer on the date of this Agreement. This provision applies only to a sale that included a structure or building.

9. MAINTENANCE, REPAIRS, ALTERATIONS. Buyer shall be solely responsible for maintenance and repair of the Property after the date of this Agreement; Seller shall have no duty to maintain or repair the Property. Buyer shall keep the property in good condition and repair at all times, at Buyer's expense. Buyer will commit or permit no waste, violation of law, or public or private nuisance on the Property, and will do or permit no act by which the Property shall

become less valuable. Seller may inspect the Property from time to time prior to delivery of the deed to Buyer as provided herein.

10. LIENS. The Buyer shall not and will not suffer or permit any construction, mechanics' or other lien to attach to the Property. Each and every contract for repairs and improvements to the Property, or any part thereof, shall contain an express and complete waiver and release of any and all liens or claims or right of liens against the Property, and no contract or agreement, oral or written, shall or will be executed by the Buyer for repairs or improvements to the property which does not contain an express waiver or release of lien by the contracting party. A copy of each and every such contract and of the plans and specifications for such repairs and improvements shall and will be promptly delivered to and may be retained by the Seller.

11. TIMBER. Until the Buyer's obligations have been paid in full, Buyer agrees not to cut or remove any merchantable timber from the Property without the prior written consent of the Seller. If Seller grants Buyer permission to cut or remove timber from the Property, Buyer shall deliver all proceeds from the sale thereof to Seller to be applied against the remaining unpaid principal installments of the Purchase Price in inverse order of maturity.

12. INSPECTION BY BUYER. This sale is "as is" and Seller makes no warranties or representations as to the condition of the Property. Buyer has had an opportunity to inspect the Property and is satisfied with its present condition.

13. RECORDATION OF AGREEMENT FOR DEED. Buyer hereby agrees to allow this Agreement to be recorded among the official records of the County in which the property is located. The Buyer shall be responsible for the Documentary Stamp taxes on the Purchase Price, as well as the financed balance. Buyer also agrees to pay all intangible taxes and document recording fees. Based upon the sales price and financed balance as contained in this Agreement, the total amount needed to defray the above expenses is \$448.25. Buyer agrees to provide these funds in order to record this Agreement within 160 days from the date of execution hereof. Buyer's failure to provide these funds to Seller will enable Seller, at Seller's option, to cancel this Agreement, or if Seller so chooses, Seller may record this Agreement and seek reimbursement for the expenses associated with the recording from Buyer. Buyer's failure to pay the referenced costs associated with recordation hereof to Seller within 30 days after receipt of written notice and request therefor shall constitute a Default hereunder and shall allow seller to cancel this contract for such failure.

14. POSSESSION. Buyer shall be entitled to possession of the Property from and after 7 business days from the date of this contract.

15. RISK OF TAKING FOR PUBLIC USE. Buyer assumes all risk of the taking of the Property for a public use. Any such taking shall not constitute a failure of consideration, but all

sums received by Seller by reason of the taking, less any sums which Seller may be required to expend in procuring such sums, shall be applied as a payment on account of the Purchase Price. All sums received by Buyer by reason of a taking shall be forthwith delivered to Seller and applied against the Purchase Price until it is paid in full.

16. HOMESTEAD. Buyer understands that he is not eligible for a homestead exemption until this Agreement is recorded.

17. PERMITTED ENCUMBRANCES. The conveyance to be made by the Seller to the Buyer shall be expressly subject to the following ("Permitted Encumbrances"):

- (a) All taxes, special assessments and special taxes due, and any and all other impositions after the date of this Agreement;
- (b) zoning laws and ordinances in existence from time to time;
- (c) Building lines and building restrictions, and any and all other covenants and restrictions of record;
- (d) The rights of all persons claiming by, through or under the Buyer;
- (e) Any fractional mineral rights not owned by the Seller;
- (f) The right, if any, of the public in any portion of the Property, which may fall within any public street, way or alley adjacent or contiguous to the Property.

18. CONVEYANCE OF PROPERTY. Upon payment and performance in full of the Buyer's Obligations, Seller covenants and agrees to convey the Property to Buyer by General Warranty Deed subject only to Permitted Encumbrances. Seller warrants that marketability of title to the property is fully insurable by a title insurance company authorized to do business in the State of Florida, subject only to Permitted Encumbrances.

19. EVENT OF DEFAULT. The term "Default" or "Event of Default" wherever used in this Agreement, shall mean any one or more of the following events:

- (a) Failure by Buyer to pay to Seller when due any installments of principal or interest under this Agreement, or to pay any other sums to be paid by Buyer to Seller hereunder.
- (b) Other than as provided in paragraph (a) above, failure by Buyer to duly keep, perform and observe any of Buyer's Obligations or any other covenant, condition or agreement in this Agreement for a period of thirty (30) days after Seller gives written notice specifying the breach.
- (c) If: (a) Buyer (i) files a voluntary petition in bankruptcy, (ii) is adjudicated as a bankrupt or insolvent, (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, (iv) seeks or consents to

appointment of any trustee, receiver, master or liquidator for itself or of all or any part of the Property, (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (b) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Buyer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (c) any trustee, receiver or liquidator of Buyer or of any part of the Property is appointed without the prior written consent of Seller, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Buyer contained in this Agreement.

(e) An event of default under any existing or future notes, loans, advances, guaranties, or other indebtedness owed to the Seller by the Buyer.

(f) Any default under any mortgage, superior or inferior to this Agreement, or an event that but for the passage of time or giving of notice would constitute an Event of Default, even if such is subsequently waived, except that in no manner should this provision be construed to allow such superior or subordinate mortgage to encumber the Property, except for Permitted Encumbrances.

(g) Failure to pay taxes or failure to promptly reimburse seller for any moneys paid on buyers behalf to defray taxes.

20. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES. In the event one or more Defaults or Events of Default, as above provided, shall occur, the remedies available to Seller shall include, but not necessarily be limited to, any one or more of the following:

(a) Seller may declare the entire remaining balance of the Purchase Price immediately due and payable without further notice;

(b) Seller may take immediate possession of the Property or any part thereof which Buyer agrees to surrender to Seller, and retain all amounts theretofore paid by Buyer as liquidated damages; and manage, control or lease the Property to such person or persons and exercise all rights granted pursuant to this Agreement; the taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Property as provided elsewhere herein;

(c) Seller may apply, on ex parte motion to any court of competent jurisdiction, for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Property and any business or businesses located thereon, to collect rents, issues, profits and income therefrom; to make all necessary and needed repairs to the Property; to pay all taxes and assessments against the Property and insurance premiums for insurance thereon; and after payment of all expenses, fees and compensation incurred pursuant to any such receivership, including reasonable attorneys' fees to Seller's attorney and compensation to the receiver for management and completion of the Property, all of which shall be secured by the lien of this Agreement until paid in full, to apply the net proceeds derived therefrom to the Purchase Price or in such a manner as the court shall direct;

(d) Seller shall have the right to either cancel or foreclose this Agreement (at the sellers discretion), and in case of sale in an action or proceeding to foreclose this Agreement, Seller shall have the right to sell the Property in parts or as an entirety, with the intention being to give Seller the widest possible discretion permitted by law with respect to all aspects of any such sale or sales;

(e) Without declaring the entire remaining balance of the Purchase Price due, Seller may foreclose only as to the sum past due without injury to this Agreement or the displacement or impairment of the remainder of the lien hereof and at a foreclosure sale the Property shall be sold subject to all remaining balance of the Purchase Price and Seller may again foreclose in the same manner as often as there may be any sum past due; and

(f) Seller may exercise all other remedies available at law or in equity.

It shall not be necessary that Seller pay any impositions, premiums or other charges regarding which Buyer is in default before Seller may invoke its rights hereunder. The obtaining of a judgment or decree on this Agreement, whether in the State of Florida or elsewhere, shall not in any way affect the lien of this Agreement upon the Property, and any judgment or decree so obtained shall be secured hereby to the same extent the Purchase Price is now secured.

21. LEGAL EXPENSES. Buyer will pay to Seller all costs and expenses, including attorneys' fees, incurred by Seller in any action or proceeding to which he may be made a party by reason of being a party to this Agreement, and the Buyer will pay to Seller all costs and expenses, including attorneys' fees incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Seller against the Buyer on account of the provisions hereof, and all such costs, expenses and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Buyer on or under this Agreement.

22. TITLE TO IMPROVEMENTS. In the event of the termination of this Agreement, all

improvements whether finished or unfinished, on the Property, which may be put upon or on the Property by Buyer shall belong to and be the property of the Seller without liability or obligation on his part to account to the Buyer therefor or for any part thereof. This provision does not apply to mobile homes which are removed within 30 days of the termination of this contract.

23. ASSIGNMENT. If Buyer assigns, sells, devises, transfers, quitclaims, sublets, leases or otherwise conveys Buyer's interest in the Property under this Agreement to any person or entity without the previous written consent of the Seller, the outstanding principal balance of the Purchase Price, accrued interest thereon, and all other Buyer's Obligations, shall be immediately due and payable. Any such attempted conveyance, without Seller's written consent, shall not vest in the transferee any right, title, or interest in the Property. Seller, at his sole option, may give such written consent but is under no obligation to do so.

24. NOTICES. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and sent to the address (es) or telecopy number (s) set forth in the preamble hereof, or at such other address as either party may give notice to the other from time to time. Each communication shall be deemed properly given and actually received: (1) as of the date and time the notice is personally delivered with a receipted copy; (2) if given by telecopy, when the telecopy is transmitted to the recipient's telecopy number (s) and confirmation of complete receipt is received by the transmitting party during normal business hours for the recipient, or the day after confirmation is received by the transmitting party if not during normal business hours for the recipient; (3) If delivered by first class U.S. Mail, postage prepaid, three (3) days after depositing with the United States Postal Service, or if delivered by U.S. Mail, postage prepaid, by certified mail, return receipt requested at the time of receipt as shown on the return receipt affixed thereto; or (4) if given by nationally recognized or reputable overnight delivery service, on the next day after receipted deposit with the service.

25. RIGHTS AND DISCLOSURES. Seller hereby discloses, and Buyer hereby acknowledges, that Seller is exempt from Chapter 498, Florida Statutes, and hereby makes the following disclosures in accordance with Section 498.025(2)(h), Florida Statutes (1999), as amended from time to time:

1. The Buyer must inspect the subdivided land prior to the execution of this Agreement for Deed, and acknowledges hereby that such inspection has occurred.
2. The Buyer shall have an absolute right to cancel this Agreement for Deed for any reason whatsoever by simply advising the Seller thereof for a period of 7 business days following the date on which the Agreement for Deed was executed by the Buyer. Any such request must be in writing.
3. If the Buyer elects to cancel within the period provided, all funds or other property paid by the Buyer shall be refunded without penalty or obligation within 20 days after the receipt of the

notice of cancellation by the Seller.

4. All funds for property paid by the Buyer shall be put in escrow until the Agreement for Deed has been recorded in the county in which the subdivision is located. (See paragraph 25 below).

5. Unless otherwise timely canceled, the Agreement for Deed shall be recorded within 180 days after its execution by the purchaser.

6. Sale of lots in the subdivision shall be restricted solely to the residents of the State of Florida.

7. Any underlying mortgage or other ancillary documents encumbering the Property purchased hereunder shall and will contain release provisions for the individual lot purchased hereunder.

8. The Seller is obligated to and has presented to the purchaser any disclosure required by Section 689.26, Florida Statutes, prior to the execution of the Agreement for Deed. (This statute is only applicable to purchasers purchasing in a development that requires membership in a homeowners' association.)

26. ESCROW AGENT. Buyer shall at Seller's request make all payments to an escrow agent as directed by the seller.

27. NO WAIVER, CUMULATIVE REMEDIES. No failure or delay on the part of the Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein are cumulative and not exclusive of any remedies provided by law or in equity.

28. AMENDMENTS, ETC. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless in writing and signed by the party to be charged thereby, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

29. TIME OF THE ESSENCE. Time is of the essence with respect to this Agreement.

30. HEADINGS. The headings in this Agreement are intended to be for convenience of reference only, and shall not define or limit the scope, extent or intent or otherwise affect the meaning of any provision hereof.

31. SEVERABILITY. In case any one or more of these provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included.

32. CONSTRUCTION OF AGREEMENT. It is agreed that in interpreting the terms of this Agreement, the rule of construction that the document should be construed more strictly against

the party who itself or through its agent prepared the document shall not be applied, it being acknowledged and agreed that all parties hereto have participated in the preparation and negotiation of the terms of this Agreement, with the assistance of their respective counsel.

33. MULTIPLE PARTIES. If more than one party executes this Agreement, the term "Buyer" includes each Buyer as well as all of them, and their obligations under this Agreement shall be joint and several.

34. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understanding relating to the subject matter hereof.

35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

36. SUCCESSORS BOUND. This Agreement applies to and binds the parties hereto and their respective successors and permitted assigns.

37. GOVERNING LAW. This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida.

LYNCH WELL DRILLING, INC.

RT. 6 BOX 464
LAKE CITY, FL 32025
PHONE (386) 752-6677
FAX (386) 752-1477

RESIDENTIAL WATER WELL BUILDING PERMIT INFORMATION

Building Permit # _____ Owners Name Jane Z wart
Well Depth 80 Ft. Casing Depth 65 Ft. Water Level 43 Ft.
Casing Size 4 PVC _____ Steel ☒
Pump Installation: Submersible ☒ Deep Well Jet _____ Shallow Well _____
Pump Make Red Jacket Pump Model # 100 F2 1120 G8 Hp 1
System Pressure (PSI) _____ On 30 Off 50 Avg. Pressure 50 (PSI)
Pumping System GPM at average pressure and pumping level 90 (GPM)
Tank Installation: Precharged (Baldder) ☒ Atmospheric (Galvanized)
Make Challenger Model PC244 Size 81
Tank Draw-down per cycle at system pressure 25.1 Gallons

I HEREBY CERTIFY THAT THIS WATER WELL SYSTEM HAS BEEN
INSTALLED AS PER ABOVE INFORMATION.

Lynch Well Drilling Linda Newcomb
Signature Linda Newcomb Print Name
1274 2/5/04
License Number Date

DATE 4-6-04 INSPECTION TAKEN BY CH

BUILDING PERMIT # _____ CULVERT / WAIVER PERMIT # _____

WAIVER APPROVED _____ WAIVER NOT APPROVED _____

PARCEL ID # _____ ZONING _____

SETBACKS: FRONT _____ REAR _____ SIDE _____ HEIGHT _____

FLOOD ZONE _____ SEPTIC _____ NO. EXISTING D.U. _____

TYPE OF DEVELOPMENT Thursday

SUBDIVISION (Lot/Block/Unit/Phase) _____

OWNER John Zwart PHONE 719-6861

ADDRESS _____

CONTRACTOR _____ PHONE _____

LOCATION 47 (R) Sunview (R) Tara Court at end on
Culdisac to right (white fence)

COMMENTS: _____

INSPECTION(S) REQUESTED: _____ INSPECTION DATE: Thursday PM

_____ Temp Power _____ Foundation _____ Set backs _____ Monolithic Slab

_____ Under slab rough-in plumbing _____ Slab _____ Framing

_____ Rough-in plumbing above slab and below wood floor _____ Other _____

_____ Electrical Rough-in _____ Heat and Air duct _____ Perimeter Beam (Lintel)

_____ Permanent Power _____ CO Final _____ Culvert _____ Pool _____ Reconnection

Pre M/H tie downs, blocking, electricity and plumbing _____ Utility pole

_____ Travel Trailer _____ Re-roof _____ Service Change _____ Spot check/Re-check

INSPECTORS: _____

APPROVED ✓ NOT APPROVED _____ BY TDP POWER CO. _____

INSPECTORS COMMENTS: _____

Need to have all light switch and wall outlet cover
and air registers installed before final