




February 18, 2013

MEMORANDUM

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

Item Description

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

Overview and Background

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

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

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

Past Actions by the Board

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

Funding/Financial Implications

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

Staff Resource

Teresa Smith

Recommended Action

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



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

(REVISED JANUARY 2011)



DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER OFFER FORM

1 PARTIES: Scott Wilson Gaby and Julie Gaby SELLER and

2 District Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that
3 the SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase.

4 1. LEGAL DESCRIPTION OF REAL ESTATE:

5 Lot Block Subdivision Part of Tax ID # 13-4S-02W-00-01953-000 Unit
6 located in Wakulla County, Florida. Metes and Bounds legal description attached.

7 2. PROPERTY ADDRESS (INCLUDE ZIP CODE):

8 xxx Crawfordville Highway, Crawfordville FL 32327

9 3. CLOSING AND POSSESSION:

10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before 30 Days after zoning approval.
11 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract.
12 POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER will have removed all personal
13 items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing
14 impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing
15 can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other
16 Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

17 4. PURCHASE PRICE; METHOD OF PAYMENT:

18 Initial Deposit in the amount of \$ 10.00 to be held in trust, along with any additional Deposits by:

19 Name: Wakulla Title Company

20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327

21 Phone Number: 850-926-3934

22 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made
23 within 5 days after Contract Date \$ 10.00

24 B. An additional Deposit in the amount of \$
25 shall be due on or before the following date:
26 If said sum is not timely received BUYER shall be in default.

27 C. New third party financing (see Clause #7A) Conventional FHA VA \$

28 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of \$

29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C) \$

30 F. Other: \$ 38,990.00

31 G. Approximate balance of down payment to close (not including BUYER'S closing expenses) \$

32 MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER

33 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits
34 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be
35 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.

36 H. PURCHASE PRICE \$ 39,000.00

37 **5. EXPENSES:**

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

40 **BUYER WILL PAY FOR THE FOLLOWING:**

- | | |
|--|---|
| 41 <input checked="" type="checkbox"/> Owner's Title Insurance (primary issue) plus Fees | <input type="checkbox"/> Any loan costs required by Lender |
| 42 <input type="checkbox"/> Mortgagee's Title Insurance (simultaneous issue) plus Endorsements | <input type="checkbox"/> Any loan costs in excess of SELLER'S contribution |
| 43 <input type="checkbox"/> One half of all Title Insurance Costs | <input type="checkbox"/> Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues |
| 44 <input type="checkbox"/> Loan Origination Fee | <input type="checkbox"/> Prepaid Mortgage Insurance |
| 45 <input type="checkbox"/> Loan Discount Points | <input checked="" type="checkbox"/> BUYER'S Attorney's Fees (if any) |
| 46 <input type="checkbox"/> Intangible Tax on Mortgage(s) | <input type="checkbox"/> Home Warranty not to exceed \$ _____ |
| 47 <input type="checkbox"/> Documentary Stamps on Note(s) | <input type="checkbox"/> Wood Destroying Organisms Inspection(s) not to exceed \$ _____ |
| 48 <input checked="" type="checkbox"/> Recording Fees | <input checked="" type="checkbox"/> Inspection Fees per Clause 12 |
| 49 <input type="checkbox"/> Credit Report | <input type="checkbox"/> Other Fees (specify) _____ |
| 50 <input checked="" type="checkbox"/> Appraisal Fee(s) | <input type="checkbox"/> _____ |
| 51 <input checked="" type="checkbox"/> Survey | |
| 52 <input checked="" type="checkbox"/> Flood Certification Letter | |

53 **SELLER WILL PAY FOR THE FOLLOWING:**

- | | |
|--|--|
| 54 <input type="checkbox"/> Brokerage Fee | <input type="checkbox"/> Allowable costs on behalf of BUYER not to exceed \$ _____ to be applied in the following order (to items checked) until funds expended: |
| 55 <input checked="" type="checkbox"/> Documentary Stamps on Deed | <input type="checkbox"/> FHA/VA Costs required of SELLER |
| 56 <input checked="" type="checkbox"/> Mortgage Satisfaction & Recording Fees | <input type="checkbox"/> Prepays |
| 57 <input checked="" type="checkbox"/> Any Applicable Prepayment Penalty | <input type="checkbox"/> Discount Points |
| 58 <input checked="" type="checkbox"/> SELLER'S Attorney's Fees (if any) | <input type="checkbox"/> Any other costs including those BUYER has agreed to pay for in Clause #5 above |
| 59 <input type="checkbox"/> Wood Destroying Organisms Inspection(s) not to exceed \$ _____ | <input type="checkbox"/> Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$ _____ |
| 60 <input type="checkbox"/> Wood Destroying Organisms Treatment/Repairs not to exceed \$ _____ <input type="checkbox"/> see Clause #11 | <input type="checkbox"/> Other Fees (specify) _____ |
| 61 <input type="checkbox"/> Owner's Title Insurance (primary issue) plus Fees | <input type="checkbox"/> _____ |
| 62 <input type="checkbox"/> Mortgagee's Title Insurance (simultaneous issue) plus Endorsements | <input type="checkbox"/> _____ |
| 63 <input type="checkbox"/> One half of all Title Insurance Costs | <input type="checkbox"/> _____ |
| 64 <input type="checkbox"/> Survey | |
| 65 <input type="checkbox"/> Home Warranty not to exceed \$ _____ | |

THE FOLLOWING TO BE ORDERED BY:	BUYER	SELLER	
Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
Survey	<input type="checkbox"/>	<input type="checkbox"/>	
WDO Inspection(s)	<input type="checkbox"/>	<input type="checkbox"/>	from _____
Home Warranty	<input type="checkbox"/>	<input type="checkbox"/>	from _____

73 **6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes):**

74 All fixed equipment, fixtures, and the following non-fixed items on Property on Contract Date are included:

- | | | | |
|--|---|---|--|
| 75 <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with Ice Maker | <input type="checkbox"/> Water Softener/Purifier |
| 76 <input type="checkbox"/> Ceiling Fans--all | <input type="checkbox"/> Ice Maker--Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments--all |
| 77 <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System--owned | <input type="checkbox"/> Window/Wall AC |
| 78 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures - all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| 79 <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| 80 <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| 81 <input type="checkbox"/> Garage Door Opener | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| 82 <input type="checkbox"/> and Transmitter(s) | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

83 The following items are excluded from the purchase: _____

84

85 **7. FINANCING:**

86 A. **NEW THIRD PARTY FINANCING:**

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

101 B. **ASSUMPTION OF MORTGAGE:**

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

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

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


113 C. **SELLER FINANCING:**

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

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

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

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

Initials: _____
_____ 

135 **FHA:**

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

144 **VA:**

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

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

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

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

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

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

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

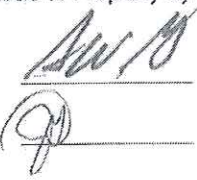
162 **11. WOOD DESTROYING ORGANISMS INSPECTION:**

163 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing
164 by a state licensed pest control firm showing all buildings on the premises except _____
165 to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms
166 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above.
167 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.

- 168 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount
- 169 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or
- 170 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy
- 171 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of
- 172 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days
- 173 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination
- 174 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.
- 175 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,
- 176 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment
- 177 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee
- 178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

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

Initials: _____
_____ 

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

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

198 Should BUYER wish to proceed with the sale:

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

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

- 218 B. BUYER agrees to accept the Property in its present "as is" condition.

- 219 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in
220 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time
221 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to
222 BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund
223 of Deposit upon signing of the Termination Form.
224 SELLER will not do WDO repairs and/or treatment.
225 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
- 226 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do
227 further inspections, including WDO inspection.

228 In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
229 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 13. If BUYER fails to do
230 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
231 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
232 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 **13. MAINTENANCE:**

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

236 **14. RISK OF LOSS:**

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

SWB

JP

243 **15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

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

261 **16. PRORATIONS:**

262 All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income
263 and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing
264 shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis
265 of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
266 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing.

267 **17. SPECIAL ASSESSMENT LIENS:**

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


273 **18. LEASED PROPERTY:**

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

279 **19. BUYER'S DISCLOSURES:**


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

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

Initials: _____ 

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

Initials: _____



- 349 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**
350 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
351 This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty
352 provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
353 BUYER has been advised there is no written warranty.

354 **20. FAILURE OF PERFORMANCE:**

355 A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER
356 may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract
357 and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER at
358 SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of
359 SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER
360 may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages
361 resulting from SELLER'S breach.

362 **21. ATTORNEY FEES AND COSTS:**

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

369 **22. ADDENDUM** attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:

- 370 Tallahassee Board of Realtor's Special Clause Addendum
371 Insulation Rider (new residence only)
372 Lead Base Paint Disclosure (if built prior to 1978)
373 FHA Inspection Rider
374 Condominium Riders
375 # 2 Additional Riders described as follows:

376 Contingency Addendum and Additional Provisions Addendum
377 _____

378 **23. SPECIAL CLAUSES:**

379 _____
380 _____
381 _____
382 _____
383 _____
384 _____
385 _____
386 _____
387 _____
388 _____
389 _____
390 _____
391 _____

Initials: _____
_____ 

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

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

399 **25. TIME FOR ACCEPTANCE; CONTRACT DATE:**

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

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

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

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

408 **28.** _____ DATE _____
BUYER
409 _____ DATE _____
BUYER

410 **29. SELLER'S RESPONSE SECTION**

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

414 _____ DATE 11/12/12
SELLER
415 _____ DATE 11/12/12
SELLER

416 SELLER rejects offer. (Seller should initial and date for rejection)

417 _____ sonya hall _____ 850-5258-0857
SELLING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

418 _____ Wakulla Realty _____
COMPANY (PRINT NAME) DATE

419 _____
LISTING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

420 _____
COMPANY (PRINT NAME) DATE

ADDITIONAL PROVISIONS



ADDENDUM

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

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

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

BUYER
DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY
COLLEGE

SELLERS

SCOTT WILSON GABY AND

JULIE GABY

Contingency Addendum

This Contract is contingent on the happening of the following:

1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
2. Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Sellers if the inspections are acceptable.
4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
5. The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
6. Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
7. The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:
Seller Scott Wilson Gaby Part of Tax ID 00-00-087-000-1587-000 Approximately 36.73 Acres
Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres
Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres
8. Buyer's first right of refusal and option to purchase the following:
Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre
Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac.
Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000.
If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
9. TCC approval of survey of properties totaling no less than 158 acres.



10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-45-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-45-02W-000-01953-000. A 50 ft. conservation buffer will run contiguous with the 60 ft. roadway easement. Julie and Scott Gaby will grant Buyer an easement for permit able signage within 50 foot buffer at the beginning of 60 foot roadway easement on Highway 319. Buyer may asphalt 60 foot roadway easement. Buyer may at Buyer's expense move the gate at the beginning of the roadway easement to a location on said roadway easement past the point where the roadway easement makes a gradual turn South/Southeast near or at the entrance of Kevin and Kerry Gaby's homestead property. If the Buyer relocates the gate the Buyer will simultaneously move 20 Palm Trees to the new location of the gate.
11. Seller(s) will remove all debris from the property prior to closing.

BUYER:

DISTRICT BOARD OF TRUSTEES

OF TALLAHASSEE COMMUNITY COLLEGE

SELLERS:

SCOTT WILSON AND JULIE GABY

X

Buyer

X

Seller

Scott Wilson Gaby
11/12/12

X

Seller

Julie Gaby
11/12/12



TALLAHASSEE BOARD OF REALTORS[®], INC.
SELLER'S PROPERTY DISCLOSURE STATEMENT



REVISED AUGUST 2011

IT IS SUGGESTED THAT COPIES OF THIS DISCLOSURE BE AVAILABLE AT THE PROPERTY

Seller: Scott W. and Julie Gabry
 Property address: 140 Crawfordville Hwy Crawfordville FL 32837
 Date Property Purchased _____ Year Built _____

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

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

IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 1b TO 2/ ONLY.

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

1. OCCUPANCY

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

2. STRUCTURAL ITEMS

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

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

3. ADDITIONS / REMODELING

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

4. ROOF

- (a) Year roof put on _____
- (b) Has the roof ever leaked during your ownership? Yes No
- (c) Has the roof been replaced or repaired during your ownership? Yes No
If "Yes," provide name of Contractor or individual who did the work and details of replacement/repair _____
- (d) Do you know of any problems with the roof or gutters? Yes No
If any of your answers are "Yes," explain in detail: _____

5. SIDING

- (a) Exterior siding material(s)
 Brick Wood Vinyl Stucco Synthetic Stucco
 Manufactured Siding Other _____ Unknown
- (b) If manufactured siding, provide name of manufacturer, if known _____
- (c) Do you know of any problems/defects with the siding? Yes No
- (d) Have you filed any claims with manufacturers in regards to the siding? Yes No
If any of your answers are "Yes," explain in detail: _____

6. WINDOWS/DOORS/LOCKS

- (a) Are the windows insulated glass? Yes No
- (b) If "Yes," are there any fogged windows? Yes No Unknown
If "Yes," which ones _____
- (c) Are any windows broken or cracked? Yes No Unknown
- (d) Do all operable windows open, stay open, close and lock properly? Yes No Unknown
- (e) Are any screens missing or damaged? Yes No Unknown
If "Yes," which ones _____
- (f) Do all doors operate properly? Yes No If no, explain in detail: _____

- (g) Do you have keys to all door locks? Yes No If no, explain: _____

7. HEATING AND AIR CONDITIONING

- (a) Air conditioning: Central Electric Natural Gas Window Units Number units included in sale _____
- (b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other _____
Provide age if known _____
- Are you aware of any problems regarding these items? Yes No
- Have there been any repairs/replacement of these units during your ownership? Yes No
- If "Yes," explain in detail: _____

_____ *AWA*

_____ *GP*

8. ELECTRICAL SYSTEM

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

9. PLUMBING

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

10. COSMETIC DEFECTS

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

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

Mark the items included in the sale of your property:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with Icemaker | <input type="checkbox"/> Water Softener/Purifier |
| <input type="checkbox"/> Ceiling Fans -- all | <input type="checkbox"/> Ice Maker -- Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments -- all |
| <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System -- owned | <input type="checkbox"/> Window/Wall AC |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures -- all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Door Opener and Transmitter(s) | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

- Oil/Propane Tanks Owned Leased, If leased, from whom _____ Cost _____
- Security System Owned Leased, If leased, from whom _____ Cost _____

If any of these items have been replaced during your ownership, which items and what year: _____

If any of these items have any defects, explain in detail: _____

AW 18
(M)

12. POOL / SPA / HOT TUB (Complete if applicable)

- (a) POOL year installed _____
 In ground: gunnite fiberglass vinyl age of liner _____
 Above ground
 - (b) Pool heater: none gas electric solar
 - (c) Pool pump: year installed _____ Filter type: _____ year installed _____
 - (d) Is pool equipment included? Yes No
 If "Yes," itemize: _____
 - (e) Is there an automatic pool cleaner? Yes No If yes, manufacturer name _____
 - (f) SPA/HOT TUB year installed _____
 - (g) Spa heater: none gas electric solar
 - (h) Is Spa equipment included? Yes No
 If "Yes," itemize: _____
- If you are aware of any problems with any of the items above, please explain in detail: _____
- _____
- _____

13. EXCLUSIONS/LEASED SYSTEMS

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

14. CRAWL SPACES AND BASEMENTS (Complete if applicable)

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

15. WOOD DESTROYING ORGANISMS

- (a) Have termites or any wood destroying insects affected the property during your ownership? Yes No
 - (b) Has wood rot affected the property during your ownership? Yes No
 - (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? Yes No
 - (d) Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
 - (e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No
 What type of bond? _____ What company? _____
 - (f) Do you know of any wood destroying organisms reports on the property in the last five years? Yes No
- If any of your answers are "Yes," explain in detail: _____
- _____
- _____

_____ *SWA*

_____ *JD*

16. SOIL / DRAINAGE / BOUNDARIES

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

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

17. TOXIC SUBSTANCES

- (a) Are you aware of any hazardous materials in, on or about the property? (Hazardous materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks) Yes No
- (b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? Yes No

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

18. NEIGHBORHOOD

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

- (b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know
- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District? Yes No Don't Know
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District? Yes No Don't Know

19A. HOMEOWNERS' ASSOCIATIONS

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

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

AWA
P

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

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

DISCLOSURE SUMMARY

N/A

Disclosure summary for _____
(NAME OF COMMUNITY)

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

20. OTHER FEES AND RESTRICTIONS

N/A

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

Initials _____
_____ 

21. OTHER MATTERS

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

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

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

Seller: Scott Wilson Galley Date: 11/12/12
Seller: Julie Galley Date: 11/12/12

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

Buyer: _____ Date: _____
Buyer: _____ Date: _____



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

(REVISED JANUARY 2011)



DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER OFFER FORM

1 **PARTIES:** Scott Wilson Gaby SELLER and
 2 District Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that
 3 the SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase.

4 **1. LEGAL DESCRIPTION OF REAL ESTATE:**

5 Lot _____ Block _____ Subdivision Part of Tax ID # 00-00-086-000-11582-000 Unit _____
 6 located in Wakulla County, Florida. Metes and Bounds legal description attached.

7 **2. PROPERTY ADDRESS (INCLUDE ZIP CODE):**

8 xxx Crawfordville Highway, Crawfordville FL 32327

9 **3. CLOSING AND POSSESSION:**

10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before 30 Days after zoning approval.
 11 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract.
 12 **POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING** at which time SELLER will have removed all personal
 13 items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing
 14 impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing
 15 can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other
 16 Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

17 **4. PURCHASE PRICE; METHOD OF PAYMENT:**

18 Initial Deposit in the amount of \$ 10.00 to be held in trust, along with any additional Deposits by:
 19 Name: Wakulla Title Company
 20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327
 21 Phone Number: 850-926-3934

22 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made
 23 within 5 days after Contract Date \$ 10.00

24 B. An additional Deposit in the amount of \$ _____
 25 shall be due on or before the following date: _____
 26 If said sum is not timely received BUYER shall be in default.

27 C. New third party financing (see Clause #7A) Conventional FHA VA \$ _____

28 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of \$ _____

29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C) \$ _____

30 F. Other: \$ 165,090.00

31 G. Approximate balance of down payment to close (not including BUYER'S closing expenses) \$ _____

32 **MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER**
 33 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits
 34 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be
 35 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.

36 H. **PURCHASE PRICE** \$ 165,100.00

37 **5. EXPENSES:**

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

40 **BUYER WILL PAY FOR THE FOLLOWING:**

- 41 Owner's Title Insurance (primary issue) plus Fees
- 42 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 43 One half of all Title Insurance Costs
- 44 Loan Origination Fee
- 45 Loan Discount Points
- 46 Intangible Tax on Mortgage(s)
- 47 Documentary Stamps on Note(s)
- 48 Recording Fees
- 49 Credit Report
- 50 Appraisal Fee(s)
- 51 Survey
- 52 Flood Certification Letter
- Any loan costs required by Lender
- Any loan costs in excess of SELLER'S contribution
- Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues
- Prepaid Mortgage Insurance
- BUYER'S Attorney's Fees (if any)
- Home Warranty not to exceed \$_____.
- Wood Destroying Organisms Inspection(s) not to exceed \$_____
- Inspection Fees per Clause 12
- Other Fees (specify)_____

53 **SELLER WILL PAY FOR THE FOLLOWING:**

- 54 Brokerage Fee
- 55 Documentary Stamps on Deed
- 56 Mortgage Satisfaction & Recording Fees
- 57 Any Applicable Prepayment Penalty
- 58 SELLER'S Attorney's Fees (if any)
- 59 Wood Destroying Organisms Inspection(s) not to exceed \$_____
- 60 Wood Destroying Organisms Treatment/Repairs not to exceed \$_____
- 61 \$_____ see Clause #11
- 62 Owner's Title Insurance (primary issue) plus Fees
- 63 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 64 One half of all Title Insurance Costs
- 65 Survey
- 66 Home Warranty not to exceed \$_____.
- Allowable costs on behalf of BUYER not to exceed \$_____ to be applied in the following order (to items checked) until funds expended:
- FHA/VA Costs required of SELLER
- Prepays
- Discount Points
- Any other costs including those BUYER has agreed to pay for in Clause #5 above
- Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$_____
- Other Fees (specify)_____

68	THE FOLLOWING TO BE ORDERED BY:	BUYER	SELLER	
69	Title Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
70	Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
71	WDO Inspection(s)	<input type="checkbox"/>	<input type="checkbox"/>	from _____
72	Home Warranty	<input type="checkbox"/>	<input type="checkbox"/>	from _____

73 **6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes):**

74 All fixed equipment, fixtures, and the following non-fixed items on Property on Contract Date are included:

- 75 Above Ground Pool
- 76 Ceiling Fans--all
- 77 Central Vacuum and Attachments
- 78 Dishwasher
- 79 Disposal
- 80 Dryer
- 81 Garage Door Opener
- 82 and Transmitter(s)
- Generator
- Ice Maker--Stand Alone
- Intercom
- Light Fixtures -- all
- Microwave Oven
- Pool Equipment
- Pool Heater
- Range/Oven
- Refrigerator with Ice Maker
- Satellite System
- Security System--owned
- Spa or Hot Tub with Heater
- Sprinkler System
- Storage Shed
- Trash Compactor
- Washer
- Water Softener/Purifier
- Window Treatments--all
- Window/Wall AC
- _____
- _____
- _____
- _____

83 The following items are excluded from the purchase: _____

85 **7. FINANCING:**

86 A. **NEW THIRD PARTY FINANCING:**

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

101 B. **ASSUMPTION OF MORTGAGE:**

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

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

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

113 C. **SELLER FINANCING:**

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

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

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

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

Initials: _____ 

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

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

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

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

160 **10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.**
161 If survey shows an encroachment It will be treated as a title defect.

162 **11. WOOD DESTROYING ORGANISMS INSPECTION:**
163 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing
164 by a state licensed pest control firm showing all buildings on the premises except _____
165 to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms
166 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above.
167 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.

- 168 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount
169 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or
170 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy
171 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of
172 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days
173 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination
174 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.
175 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,
176 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment
177 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee
178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

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

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

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

198 Should BUYER wish to proceed with the sale:

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

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

218 B. BUYER agrees to accept the Property in its present "as is" condition.

- 219 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in
220 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time
221 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to
222 BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund
223 of Deposit upon signing of the Termination Form.
224 SELLER will not do WDO repairs and/or treatment.
225 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
- 226 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do
227 further inspections, including WDO inspection.

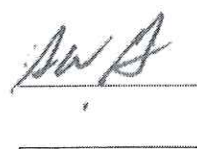
228 In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
229 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 13. If BUYER fails to do
230 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
231 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
232 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 **13. MAINTENANCE:**

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

236 **14. RISK OF LOSS:**

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



243 **15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

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

261 **16. PRORATIONS:**

262 All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income
263 and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing
264 shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis
265 of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
266 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing.

267 **17. SPECIAL ASSESSMENT LIENS:**

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

273 **18. LEASED PROPERTY:**

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

279 **19. BUYER'S DISCLOSURES:**

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

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

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

- 349 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**
350 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
351 This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty
352 provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
353 BUYER has been advised there is no written warranty.

354 **20. FAILURE OF PERFORMANCE:**

355 A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER
356 may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract
357 and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER at
358 SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of
359 SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER
360 may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages
361 resulting from SELLER'S breach.

362 **21. ATTORNEY FEES AND COSTS:**

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

369 **22. ADDENDUM** attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:

- 370 Tallahassee Board of Realtor's Special Clause Addendum
371 Insulation Rider (new residence only)
372 Lead Base Paint Disclosure (if built prior to 1978)
373 FHA Inspection Rider
374 Condominium Riders
375 # 2 Additional Riders described as follows:

376 Contingency Addendum and Additional Provisions Addendum
377 _____

378 **23. SPECIAL CLAUSES:**

379 _____
380 _____
381 _____
382 _____
383 _____
384 _____
385 _____
386 _____
387 _____
388 _____
389 _____
390 _____
391 _____

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

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

399 **25. TIME FOR ACCEPTANCE; CONTRACT DATE:**

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

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

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

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

408 **28.** _____ DATE _____
BUYER

409 _____ DATE _____
BUYER

410 **29. SELLER'S RESPONSE SECTION**

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

414 _____ DATE 11/2/12
SELLER

415 _____ DATE _____
SELLER

- 416 SELLER rejects offer. (Seller should initial and date for rejection)

417 _____ sonya@wakullarealty.com 850-5280857
SELLING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

418 _____
COMPANY (PRINT NAME) Wakulla Realty DATE

419 _____
LISTING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

420 _____
COMPANY (PRINT NAME) DATE

ADDITIONAL PROVISIONS

ADDENDUM

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

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

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

BUYER

DISTRICT BOARD OF TRUSTEES

OF TALLAHASSEE COMMUNITY

COLLEGE

SELLER


SCOTT WILSON GABY

Contingency Addendum

This Contract is contingent on the happening of the following:

1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
2. Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Seller if the inspections are acceptable.
4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
5. The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
6. Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
7. The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:
Seller Scott Wilson Gaby Tax ID 00-00-087-000-1587-000 Approximately 36.73 Acres
Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres
Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac
8. Buyer's first right of refusal and option to purchase the following:
Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre
Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac.
Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000.
If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
9. TCC approval of survey of properties totaling no less than 158 acres.



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

BUYER:
DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY COLLEGE

SELLER:
SCOTT WILSON GABY

X

Buyer

X

Seller

Scott Wilson Gaby



TALLAHASSEE BOARD OF REALTORS®, INC.
SELLER'S PROPERTY DISCLOSURE STATEMENT



REVISED AUGUST 2011

IT IS SUGGESTED THAT COPIES OF THIS DISCLOSURE BE AVAILABLE AT THE PROPERTY

Seller: Scott W. Baby
 Property address: 11 Crawfordville Hwy Crawfordville FL 32929
 Date Property Purchased _____ Year Built _____

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

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

- IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 1b TO 2/ ONLY.
- When explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.

1. OCCUPANCY

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

2. STRUCTURAL ITEMS

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

3. ADDITIONS / REMODELING

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

4. ROOF

- (a) Year roof put on _____
- (b) Has the roof ever leaked during your ownership? Yes No
- (c) Has the roof been replaced or repaired during your ownership? Yes No
If "Yes," provide name of Contractor or individual who did the work and details of replacement/repair _____

(d) Do you know of any problems with the roof or gutters? Yes No
If any of your answers are "Yes," explain in detail: _____

5. SIDING

- (a) Exterior siding material(s)
 Brick Wood Vinyl Stucco Synthetic Stucco
 Manufactured Siding Other _____ Unknown
- (b) If manufactured siding, provide name of manufacturer, if known _____
- (c) Do you know of any problems/defects with the siding? Yes No
- (d) Have you filed any claims with manufacturers in regards to the siding? Yes No
If any of your answers are "Yes," explain in detail: _____

6. WINDOWS/DOORS/LOCKS

- (a) Are the windows insulated glass? Yes No
- (b) If "Yes," are there any fogged windows? Yes No Unknown
If "Yes," which ones _____
- (c) Are any windows broken or cracked? Yes No Unknown
- (d) Do all operable windows open, stay open, close and lock properly? Yes No Unknown
- (e) Are any screens missing or damaged? Yes No Unknown
If "Yes," which ones _____

(f) Do all doors operate properly? Yes No If no, explain in detail: _____

(g) Do you have keys to all door locks? Yes No If no, explain: _____

7. HEATING AND AIR CONDITIONING

- (a) Air conditioning: Central Electric Natural Gas Window Units Number units included in sale _____
- (b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other _____
Provide age if known _____
Are you aware of any problems regarding these items? Yes No
Have there been any repairs/replacement of these units during your ownership? Yes No
If "Yes," explain in detail: _____

8. ELECTRICAL SYSTEM

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

9. PLUMBING

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

10. COSMETIC DEFECTS

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

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

Mark the items included in the sale of your property:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with icemaker | <input type="checkbox"/> Water Softener/Purifier |
| <input type="checkbox"/> Ceiling Fans - all | <input type="checkbox"/> Ice Maker - Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments - all |
| <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System - owned | <input type="checkbox"/> Window/Wall AC |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures - all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Door Opener and Transmitter(s) | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

- Oil/Propane Tanks Owned Leased, If leased, from whom _____ Cost _____
- Security System Owned Leased, If leased, from whom _____ Cost _____

If any of these items have been replaced during your ownership, which items and what year: _____

If any of these items have any defects, explain in detail: _____

AWB

12. POOL / SPA / HOT TUB (Complete if applicable)

- (a) POOL year installed _____
 In ground: gunnite fiberglass vinyl age of liner _____
 Above ground
 - (b) Pool heater: none gas electric solar
 - (c) Pool pump: year installed _____ Filter type: _____ year installed _____
 - (d) Is pool equipment included? Yes No
 If "Yes," itemize: _____
 - (e) Is there an automatic pool cleaner? Yes No If yes, manufacturer name _____
 - (f) SPA/HOT TUB year installed _____
 - (g) Spa heater: none gas electric solar
 - (h) Is Spa equipment included? Yes No
 If "Yes," itemize: _____
- If you are aware of any problems with any of the items above, please explain in detail: _____

13. EXCLUSIONS/LEASED SYSTEMS

- (a) Is there anything on or about the property excluded from the sale? Yes No
 If "Yes," itemize _____

- (b) Are there any other leased systems that are not addressed elsewhere in the disclosure? Yes No
 If "Yes," itemize: _____

14. CRAWL SPACES AND BASEMENTS (Complete if applicable)

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

15. WOOD DESTROYING ORGANISMS

- (a) Have termites or any wood destroying insects affected the property during your ownership? Yes No
 - (b) Has wood rot affected the property during your ownership? Yes No
 - (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? Yes No
 - (d) Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
 - (e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No
 What type of bond? _____ What company? _____
 - (f) Do you know of any wood destroying organisms reports on the property in the last five years? Yes No
- If any of your answers are "Yes," explain in detail: _____

Initials *DAH*

16. SOIL / DRAINAGE / BOUNDARIES

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

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

17. TOXIC SUBSTANCES

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

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

18. NEIGHBORHOOD

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

- (b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know
- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District?
 Yes No Don't Know
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District?
 Yes No Don't Know

19A. HOMEOWNERS' ASSOCIATIONS

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

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

_____ *AW/10* _____

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

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

DISCLOSURE SUMMARY

Disclosure summary for _____
(NAME OF COMMUNITY)

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

20. OTHER FEES AND RESTRICTIONS

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

[Handwritten Signature]

21. OTHER MATTERS

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

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

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

Seller: Scott Wilson Galy Date: 11/12/12

Seller: _____ Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____



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

(REVISED JANUARY 2011)



DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER OFFER FORM

1 **PARTIES:** Kevin R. and Kane R. Gaby SELLER and
 2 District Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that
 3 the SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase.

4 **1. LEGAL DESCRIPTION OF REAL ESTATE:**

5 Lot _____ Block _____ Subdivision _____ Part of Tax ID # 00-00-086-000-11583-000 Unit _____
 6 located in Wakulla County, Florida. Metes and Bounds legal description attached.

7 **2. PROPERTY ADDRESS (INCLUDE ZIP CODE):**

8 xxx Crawfordville Highway, Crawfordville FL 32327

9 **3. CLOSING AND POSSESSION:**

10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before 30 Days after zoning approval.
 11 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract.
 12 **POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING** at which time SELLER will have removed all personal
 13 items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing
 14 impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing
 15 can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other
 16 Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

17 **4. PURCHASE PRICE; METHOD OF PAYMENT:**

18 Initial Deposit in the amount of \$ 10.00 to be held in trust, along with any additional Deposits by:
 19 Name: Wakulla Title Company
 20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327
 21 Phone Number: 850-926-3934

22 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made
 23 within 5 days after Contract Date.....\$ 10.00

24 B. An additional Deposit in the amount of\$ _____
 25 shall be due on or before the following date: _____
 26 If said sum is not timely received BUYER shall be in default.

27 C. New third party financing (see Clause #7A) Conventional FHA VA \$ _____

28 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of.....\$ _____

29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C).....\$ _____

30 F. Other.....\$ 119,990.00

31 G. Approximate balance of down payment to close (not including BUYER'S closing expenses).....\$ _____

32 **MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER**
 33 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits
 34 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be
 35 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.

36 H. **PURCHASE PRICE**\$ 120,000.00

Initials: _____

37 **5. EXPENSES:**

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

40 **BUYER WILL PAY FOR THE FOLLOWING:**

- 41 Owner's Title Insurance (primary issue) plus Fees Any loan costs required by Lender
 42 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements Any loan costs in excess of SELLER'S contribution
 43 One half of all Title Insurance Costs Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues
 44 Loan Origination Fee Prepaid Mortgage Insurance
 45 Loan Discount Points BUYER'S Attorney's Fees (if any)
 46 Intangible Tax on Mortgage(s) Home Warranty not to exceed \$ _____
 47 Documentary Stamps on Note(s) Wood Destroying Organisms Inspection(s) not to exceed \$ _____
 48 Recording Fees Inspection Fees per Clause 12
 49 Credit Report Other Fees (specify) _____
 50 Appraisal Fee(s) _____
 51 Survey _____
 52 Flood Certification Letter _____

53 **SELLER WILL PAY FOR THE FOLLOWING:**

- 54 Brokerage Fee Allowable costs on behalf of BUYER not to exceed \$ _____ to be applied in the following order (to items checked) until funds expended:
 55 Documentary Stamps on Deed FHA/VA Costs required of SELLER
 56 Mortgage Satisfaction & Recording Fees Prepays
 57 Any Applicable Prepayment Penalty Discount Points
 58 SELLER'S Attorney's Fees (if any) Any other costs including those BUYER has agreed to pay for in Clause #5 above
 59 Wood Destroying Organisms Inspection(s) not to exceed \$ _____
 60 Wood Destroying Organisms Treatment/Repairs not to exceed \$ _____
 61 \$ _____ see Clause #11 Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$ _____
 62 Owner's Title Insurance (primary issue) plus Fees Other Fees (specify) _____
 63 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements _____
 64 One half of all Title Insurance Costs _____
 65 Survey _____
 66 Home Warranty not to exceed \$ _____ _____
 67 _____

68	THE FOLLOWING TO BE ORDERED BY:	BUYER	SELLER	
69	Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
70	Survey	<input type="checkbox"/>	<input type="checkbox"/>	
71	WDO Inspection(s)	<input type="checkbox"/>	<input type="checkbox"/>	from _____
72	Home Warranty	<input type="checkbox"/>	<input type="checkbox"/>	from _____

73 **6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes):**

74 All fixed equipment, fixtures, and the following non-fixed items on Property on Contract Date are included:

- 75 Above Ground Pool Generator Refrigerator with Ice Maker Water Softener/Purifier
 76 Ceiling Fans--all Ice Maker--Stand Alone Satellite System Window Treatments--all
 77 Central Vacuum and Attachments Intercom Security System--owned Window/Wall AC
 78 Dishwasher Light Fixtures -- all Spa or Hot Tub with Heater _____
 79 Disposal Microwave Oven Sprinkler System _____
 80 Dryer Pool Equipment Storage Shed _____
 81 Garage Door Opener Pool Heater Trash Compactor _____
 82 and Transmitter(s) Range/Oven Washer _____

83 The following items are excluded from the purchase: _____

84

85 **7. FINANCING:**

86 A. **NEW THIRD PARTY FINANCING:**

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

101 B. **ASSUMPTION OF MORTGAGE:**

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

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

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

113 C. **SELLER FINANCING:**

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

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

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

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

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

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

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

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

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

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

160 **10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.**
 161 If survey shows an encroachment it will be treated as a title defect.

162 **11. WOOD DESTROYING ORGANISMS INSPECTION:**
 163 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing
 164 by a state licensed pest control firm showing all buildings on the premises except _____
 165 to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms
 166 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above.
 167 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.

168 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount
 169 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or

170 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy
 171 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of
 172 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days
 173 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination
 174 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

175 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,
 176 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment
 177 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee
 178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

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

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

198 Should BUYER wish to proceed with the sale:

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

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

218 B. BUYER agrees to accept the Property in its present "as is" condition.

- 219 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in
220 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time
221 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to
222 BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund
223 of Deposit upon signing of the Termination Form.
224 SELLER will not do WDO repairs and/or treatment.
225 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
- 226 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do
227 further inspections, including WDO inspection.

228 In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
229 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 13. If BUYER fails to do
230 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
231 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
232 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 **13. MAINTENANCE:**

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

236 **14. RISK OF LOSS:**

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

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243 **15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

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

261 **16. PRORATIONS:**

262 All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income
263 and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing
264 shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis
265 of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
266 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing.

267 **17. SPECIAL ASSESSMENT LIENS:**

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

273 **18. LEASED PROPERTY:**

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

279 **19. BUYER'S DISCLOSURES:**

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

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

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

- 349 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**
 350 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
 351 This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty
 352 provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
 353 BUYER has been advised there is no written warranty.

354 **20. FAILURE OF PERFORMANCE:**

355 A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER
 356 may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract
 357 and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; **OR** SELLER at
 358 SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of
 359 SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER
 360 may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages
 361 resulting from SELLER'S breach.

362 **21. ATTORNEY FEES AND COSTS:**

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

369 **22. ADDENDUM** attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:

- 370 Tallahassee Board of Realtor's Special Clause Addendum
 371 Insulation Rider (new residence only)
 372 Lead Base Paint Disclosure (if built prior to 1978)
 373 FHA Inspection Rider
 374 Condominium Riders
 375 # 2 Additional Riders described as follows:

376 Contingency Addendum and Additional Provisions Addendum
 377 _____

378 **23. SPECIAL CLAUSES:**

379 _____
 380 _____
 381 _____
 382 _____
 383 _____
 384 _____
 385 _____
 386 _____
 387 _____
 388 _____
 389 _____
 390 _____
 391 _____

Initials: _____ *KG*
 _____ *KG*
 _____ *KG*

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

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

399 **25. TIME FOR ACCEPTANCE; CONTRACT DATE:**

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

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

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

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

408 **28.**

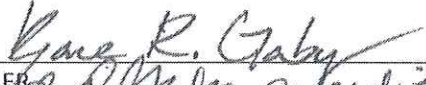
BUYER _____ DATE _____

409 BUYER _____ DATE _____

410 **29. SELLER'S RESPONSE SECTION**

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

414  _____ DATE 11/12/12

415  _____ DATE 11/12/12

416 SELLER rejects offer. (Seller should initial and date for rejection)

417 Sonya Hall sonyabug64@yahoo.com 850-5258-0857
SELLING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

418 Wakulla Realty _____
COMPANY (PRINT NAME) DATE

419 _____
LISTING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

420 _____
COMPANY (PRINT NAME) DATE

ADDITIONAL PROVISIONS

ADDENDUM

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

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

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


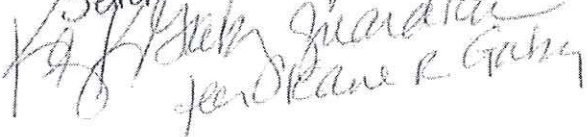
BUYER

DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY
COLLEGE

SELLER

KEVIN R. GABY AND
KANE R. GABY

X 
Seller

X 
Seller

Kane R. Gaby

X _____

Contingency Addendum

This Contract is contingent on the happening of the following:

1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
2. Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Sellers if the inspections are acceptable.
4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
5. The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
6. Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
7. The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:
Seller Scott Wilson Gaby Tax ID 00-00-087-000-1587-000 Approximately 36.73
Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres
Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac
8. Buyer's first right of refusal and option to purchase the following:
Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre
Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac
Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000
9. TCC approval of survey of properties totalling no less than 158 acres.
10. Julie and Scott Gaby to grant an easement to TCC on the north and east side of property Tax ID # 13-4S-02W-000-01952-000. The 60 foot easement will run from Highway 319 along the established easement within approximately 50 ft. of Kevin and Kerry Gaby's property make a gradual right turn and run South/Southeast to enter the 6.5 ac Part of Tax ID 13-4S-02W-000-01953-000. A 50 ft.

x Scott Gaby x Julie Gaby
Kevin Gaby
Kerry Gaby

X _____

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

BUYER:
DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY COLLEGE

SELLERS:
KEVIN R. GABY AND KANE R. GABY

X

Buyer

X

Seller

X

Seller

Kane R. Gaby
for Kevin R. Gaby



TALLAHASSEE BOARD OF REALTORS®, INC.
SELLER'S PROPERTY DISCLOSURE STATEMENT



REVISED AUGUST 2011

IT IS SUGGESTED THAT COPIES OF THIS DISCLOSURE BE AVAILABLE AT THE PROPERTY

Seller: Kevin & Kane Gaby

Property address: XXX Buley Rd Crawfordville FL

Date Property Purchased _____ Year Built _____

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

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

• IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 1b TO 2/ ONLY.
 • When explanations are needed please give details such as location, extent, date, and name of repair persons. Use extra sheets if necessary.

1. OCCUPANCY

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

2. STRUCTURAL ITEMS

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

3. ADDITIONS / REMODELING

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

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4. ROOF

- (a) Year roof put on _____
- (b) Has the roof ever leaked during your ownership? Yes No
- (c) Has the roof been replaced or repaired during your ownership? Yes No
If "Yes," provide name of Contractor or Individual who did the work and details of replacement/repair: _____

(d) Do you know of any problems with the roof or gutters? Yes No
If any of your answers are "Yes," explain in detail: _____

5. SIDING

- (a) Exterior siding material(s)
 Brick Wood Vinyl Stucco Synthetic Stucco
 Manufactured Siding Other _____ Unknown
- (b) If manufactured siding, provide name of manufacturer, if known: _____
- (c) Do you know of any problems/defects with the siding? Yes No
- (d) Have you filed any claims with manufacturers in regards to the siding? Yes No
If any of your answers are "Yes," explain in detail: _____

6. WINDOWS/DOORS/LOCKS

- (a) Are the windows insulated glass? Yes No
- (b) If "Yes," are there any fogged windows? Yes No Unknown
If "Yes," which ones: _____
- (c) Are any windows broken or cracked? Yes No Unknown
- (d) Do all operable windows open, stay open, close and lock properly? Yes No Unknown
- (e) Are any screens missing or damaged? Yes No Unknown
If "Yes," which ones: _____

- (f) Do all doors operate properly? Yes No If no, explain in detail: _____

- (g) Do you have keys to all door locks? Yes No If no, explain: _____

7. HEATING AND AIR CONDITIONING

- (a) Air conditioning: Central Electric Natural Gas Window Units Number units included in sale: _____
- (b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other: _____
Provide age if known: _____
Are you aware of any problems regarding these items? Yes No
Have there been any repairs/replacement of these units during your ownership? Yes No
If "Yes," explain in detail: _____

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8. ELECTRICAL SYSTEM

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

9. PLUMBING

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

10. COSMETIC DEFECTS

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

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

Mark the items included in the sale of your property:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with Icemaker | <input type="checkbox"/> Water Softener/Purifier |
| <input type="checkbox"/> Ceiling Fans - all | <input type="checkbox"/> Ice Maker - Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments - all |
| <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System - owned | <input type="checkbox"/> Window/Wall AC |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures - all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Door Opener and Transmitter(s) | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

- Oil/Propane Tanks Owned Leased, If leased, from whom _____ Cost _____
- Security System Owned Leased, If leased, from whom _____ Cost _____

If any of these items have been replaced during your ownership, which items and what year: _____

If any of these items have any defects, explain in detail: _____

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12. POOL / SPA / HOT TUB (Complete if applicable)

- (a) POOL year installed _____
 In ground: gunnite fiberglass vinyl age of liner _____
 Above ground
 - (b) Pool heater: none gas electric solar
 - (c) Pool pump: year installed _____ Filter type: _____ year installed _____
 - (d) Is pool equipment included? Yes No
 If "Yes," itemize: _____
 - (e) Is there an automatic pool cleaner? Yes No If yes, manufacturer name _____
 - (f) SPA/HOT TUB year installed _____
 - (g) Spa heater: none gas electric solar
 - (h) Is Spa equipment included? Yes No
 If "Yes," itemize: _____
- If you are aware of any problems with any of the items above, please explain in detail: _____
- _____
- _____

13. EXCLUSIONS/LEASED SYSTEMS

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

14. CRAWL SPACES AND BASEMENTS (Complete if applicable)

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

15. WOOD DESTROYING ORGANISMS

- (a) Have termites or any wood destroying insects affected the property during your ownership? Yes No
 - (b) Has wood rot affected the property during your ownership? Yes No
 - (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? Yes No
 - (d) Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
 - (e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No
 What type of bond? _____ What company? _____
 - (f) Do you know of any wood destroying organisms reports on the property in the last five years? Yes No
- If any of your answers are "Yes," explain in detail: _____
- _____
- _____

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16. SOIL / DRAINAGE / BOUNDARIES

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

17. TOXIC SUBSTANCES

- (a) Are you aware of any hazardous materials in, on or about the property? (Hazardous materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks) Yes No
 - (b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? Yes No
- If any answers are "Yes," explain in detail: _____

18. NEIGHBORHOOD

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

- (b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know
- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District? Yes No Don't Know
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District? Yes No Don't Know

19A. HOMEOWNERS' ASSOCIATIONS

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

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

_____ HG
 _____ KCG
 _____ KCR

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

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

DISCLOSURE SUMMARY

N/A

Disclosure summary for _____
(NAME OF COMMUNITY)

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

20. OTHER FEES AND RESTRICTIONS

N/A

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

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21. OTHER MATTERS

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

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

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

Seller:  Date: 11/12/12

Seller: Kane R. Gaby Date: 11/12/12
Kyle D. Gaby, Guardian for Kane R. Gaby

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____



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

(REVISED JANUARY 2011)



DO NOT MAKE CHANGES ON THIS CONTRACT - IF CHANGES ARE NEEDED USE A COUNTER OFFER FORM

1 PARTIES: Scott Wilson Gaby SELLER and
2 District Board of Trustees of Tallahassee Community College or assignees, BUYER, agree that
3 the SELLER shall sell and the BUYER shall buy the following Property upon the terms and conditions of this Contract For Sale and Purchase.

4 1. LEGAL DESCRIPTION OF REAL ESTATE:

5 Lot Block Subdivision Tax ID # 00-00-087-000-11587-000 Unit
6 located in Wakulla County, Florida. Metes and Bounds legal description attached.

7 2. PROPERTY ADDRESS (INCLUDE ZIP CODE):

8 xxx Crawfordville Highway, Crawfordville FL 32327

9 3. CLOSING AND POSSESSION:

10 This Contract shall be closed, deed delivered and the purchase price paid to SELLER on or before 30 Days after zoning approval.
11 If no date is filled in Closing will be on or before 45 days after Contract Date, unless extended by other provisions of this Contract.
12 POSSESSION OF THE PROPERTY WILL BE DELIVERED TO BUYER AT CLOSING at which time SELLER will have removed all personal
13 items and trash and cleaned the Property. If extreme weather or other local conditions out of control of the Parties make Closing
14 impossible, Closing may be extended up to 3 days after restoration of utilities and other services essential to Closing. But if Closing
15 can not happen within 14 days after Closing Date either Party may terminate this Contract by delivering written notice to the other
16 Party and BUYER will be refunded the Deposit, releasing BUYER and SELLER from all obligations under this Contract.

17 4. PURCHASE PRICE; METHOD OF PAYMENT:

18 Initial Deposit in the amount of \$ 10.00 to be held in trust, along with any additional Deposits by:
19 Name: Wakulla Title Company
20 Address: 3004 Crawfordville Highway, Crawfordville FL 32327
21 Phone Number: 850-926-3934

22 A. Amount of initial Deposit applicable to down payment accompanies this offer to be made
23 within 5 days after Contract Date \$ 10.00

24 B. An additional Deposit in the amount of \$
25 shall be due on or before the following date:
26 If said sum is not timely received BUYER shall be in default.

27 C. New third party financing (see Clause #7A) Conventional FHA VA \$

28 D. Assumption of mortgage (see Clause #7B) having an approximate principal balance of \$

29 E. Purchase money note and mortgage from BUYER to SELLER (see Clause #7C) \$

30 F. Other: \$ 57,890.00

31 G. Approximate balance of down payment to close (not including BUYER'S closing expenses) \$

32 MONIES DUE AT CLOSING SHALL BE PAID BY OFFICIAL BANK CHECK OR WIRE TRANSFER
33 Deposits held in trust will be disbursed according to the terms of this Contract. Failure of clearance of Deposits
34 shall not excuse performance by BUYER. At time of Closing, Deposit in excess of down payment will be
35 applied to other costs of BUYER, or refunded if in excess of required down payment and closing expenses.

36 H. PURCHASE PRICE \$ 57,900.00

37 **5. EXPENSES:**

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

40 **BUYER WILL PAY FOR THE FOLLOWING:**

- 41 Owner's Title Insurance (primary issue) plus Fees
- 42 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 43 One half of all Title Insurance Costs
- 44 Loan Origination Fee
- 45 Loan Discount Points
- 46 Intangible Tax on Mortgage(s)
- 47 Documentary Stamps on Note(s)
- 48 Recording Fees
- 49 Credit Report
- 50 Appraisal Fee(s)
- 51 Survey
- 52 Flood Certification Letter
- Any loan costs required by Lender
- Any loan costs in excess of SELLER'S contribution
- Prepaid Interest, Taxes, Hazard Insurance & Homeowner Dues
- Prepaid Mortgage Insurance
- BUYER'S Attorney's Fees (if any)
- Home Warranty not to exceed \$_____.
- Wood Destroying Organisms Inspection(s) not to exceed \$_____
- Inspection Fees per Clause 12
- Other Fees (specify)_____
- _____

53 **SELLER WILL PAY FOR THE FOLLOWING:**

- 54 Brokerage Fee
- 55 Documentary Stamps on Deed
- 56 Mortgage Satisfaction & Recording Fees
- 57 Any Applicable Prepayment Penalty
- 58 SELLER'S Attorney's Fees (if any)
- 59 Wood Destroying Organisms Inspection(s) not to exceed \$_____
- 60 Wood Destroying Organisms Treatment/Repairs not to exceed \$_____
- 61 \$_____ see Clause #11
- 62 Owner's Title Insurance (primary issue) plus Fees
- 63 Mortgagee's Title Insurance (simultaneous issue) plus Endorsements
- 64 One half of all Title Insurance Costs
- 65 Survey
- 66 Home Warranty not to exceed \$_____.
- Allowable costs on behalf of BUYER not to exceed \$_____ to be applied in the following order (to items checked) until funds expended:
- FHA/VA Costs required of SELLER
- Prepays
- Discount Points
- Any other costs including those BUYER has agreed to pay for in Clause #5 above
- Repairs & Replacements required by LENDER (not including WDO treatment/repairs) not to exceed \$_____
- Other Fees (specify)_____
- _____
- _____

THE FOLLOWING TO BE ORDERED BY:	BUYER	SELLER	
Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
Survey	<input type="checkbox"/>	<input type="checkbox"/>	
WDO Inspection(s)	<input type="checkbox"/>	<input type="checkbox"/>	from _____
Home Warranty	<input type="checkbox"/>	<input type="checkbox"/>	from _____

73 **6. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (adds no value for mortgage loan or appraisal purposes):**

74 All fixed equipment, fixtures, and the following non-fixed items on Property on Contract Date are included:

- 75 Above Ground Pool
- 76 Ceiling Fans--all
- 77 Central Vacuum and Attachments
- 78 Dishwasher
- 79 Disposal
- 80 Dryer
- 81 Garage Door Opener
- 82 and Transmitter(s)
- Generator
- Ice Maker--Stand Alone
- Intercom
- Light Fixtures -- all
- Microwave Oven
- Pool Equipment
- Pool Heater
- Range/Oven
- Refrigerator with Ice Maker
- Satellite System
- Security System--owned
- Spa or Hot Tub with Heater
- Sprinkler System
- Storage Shed
- Trash Compactor
- Washer
- Water Softener/Purifier
- Window Treatments--all
- Window/Wall AC
- _____
- _____
- _____
- _____
- _____
- _____

83 The following items are excluded from the purchase: _____

85 **7. FINANCING:**

86 A. **NEW THIRD PARTY FINANCING:**

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

101 B. **ASSUMPTION OF MORTGAGE:**

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

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

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

113 C. **SELLER FINANCING:**

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

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

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

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

Initials: _____ 

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

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

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

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

160 **10. SURVEY: BUYER IS ADVISED TO HAVE A SURVEY ON ALL TRANSACTIONS.**
161 If survey shows an encroachment it will be treated as a title defect.

162 **11. WOOD DESTROYING ORGANISMS INSPECTION:**
163 A Wood Destroying Organism (WDO) Inspection Report certified to BUYER and SELLER, will be performed within 30 days prior to Closing
164 by a state licensed pest control firm showing all buildings on the premises except _____
165 to be visibly free of infestation and/or damage by termites, any wood destroying insects and/or wood destroying organisms
166 (sometimes referred to, but not limited to, wood rot). Fences are excluded. Decks are included unless excepted above.
167 SELLER WILL PROVIDE BUYER COPIES OF ALL WDO INSPECTIONS WITHIN 5 DAYS OF SELLER'S RECEIPT.

- 168 A. If report shows infestation and/or damage, SELLER shall treat the infestation and/or repair the damage up to the amount
169 provided in Clause #5, or if none stipulated, up to 2% of purchase price; or
170 B. If the amount required for treatment and/or repairs is in excess of amount provided in Clause #5, and SELLER agrees to remedy
171 and/or repair, BUYER agrees to complete purchase. However, if the amount required for treatment and/or repairs is in excess of
172 3% of purchase price, and even if SELLER is willing to make treatment and/or repairs, BUYER may void Contract within 5 days
173 of receipt of WDO report and repair estimate, by notifying SELLER, in writing, on the Tallahassee Board of Realtors Termination
174 Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.
175 C. If the amount required for treatment and/or repairs is in excess of the amount provided and SELLER will not remedy and/or repair,
176 BUYER will have the right to accept the Property without regard to infestation and/or damage with SELLER paying toward treatment
177 and/or repairs up to amount provided in Clause #5; or BUYER may void Contract by notifying SELLER, in writing, on the Tallahassee
178 Board of Realtors Termination Form and BUYER will receive a refund of Deposit upon signing of the Termination Form.

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

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



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

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

198 Should BUYER wish to proceed with the sale:

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

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

218 B. BUYER agrees to accept the Property in its present "as is" condition.

- 219 1. Within 15 days from Contract Date, BUYER may have Property inspected by state or county licensed person(s) dealing in
220 repair, construction, radon testing, WDO inspection or home inspection to determine if there are any defects. At any time
221 within the 15 days BUYER may terminate Contract by notifying SELLER, in writing, that inspection(s) are not satisfactory to
222 BUYER. Notification will be made on the Tallahassee Board of Realtors Termination Form and BUYER will receive a refund
223 of Deposit upon signing of the Termination Form.
224 SELLER will not do WDO repairs and/or treatment.
225 SELLER will do WDO repairs and/or treatment pursuant to the terms of Clause #11.
- 226 2. BUYER acknowledges that BUYER has inspected the Property prior to signing this Contract and waives the right to do
227 further inspections, including WDO inspection.

228 In either 'A' or 'B' above BUYER reserves the right to do a final walk through prior to Closing or possession, whichever occurs first,
229 to verify SELLER has made any required repairs and met the maintenance requirement pursuant to Clause 13. If BUYER fails to do
230 the final walk through, or notify the SELLER in writing of any items not repaired or maintained as required, BUYER will accept the
231 Property in current condition. Should sale not close, BUYER will repair all damage to the Property resulting from inspections and
232 return the Property to its pre-inspection condition (with the exception of any damages from the WDO inspection).

233 **13. MAINTENANCE:**

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

236 **14. RISK OF LOSS:**

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



243 **15. EVIDENCE OF TITLE; RESTRICTIONS; EASEMENTS:**

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

261 **16. PRORATIONS:**

262 All taxes and assessments imposed by a Community Development District (CDD) for the current year, rents, interest and other income
263 and expenses of the Property and homeowner's association dues shall be prorated as of Closing. As to prorations, the day of Closing
264 shall belong to BUYER. If information as to current year's taxes is not available at the time of Closing, taxes shall be prorated on the basis
265 of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either
266 Party when the tax bill for the year of Closing becomes available. All prorations shall be adjustments to the cash due at Closing.

267 **17. SPECIAL ASSESSMENT LIENS:**

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

273 **18. LEASED PROPERTY:**

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

279 **19. BUYER'S DISCLOSURES:**

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

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



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



- 349 L. **BUILDER'S WARRANTY (NEW CONSTRUCTION ONLY):**
350 BUYER has been provided a copy of the SELLER's written warranty and accepts it.
351 This Contract is contingent upon SELLER providing to BUYER, within 5 days of Contract Date by all Parties, any written warranty
352 provided by the SELLER. The BUYER has 3 days after receipt to review and find it acceptable.
353 BUYER has been advised there is no written warranty.

354 **20. FAILURE OF PERFORMANCE:**

355 A) If BUYER fails to perform this Contract within the time specified (including payment of all Deposits) the Deposit paid by BUYER
356 may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the signing of this Contract
357 and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract; OR SELLER at
358 SELLER'S option, may proceed to enforce SELLER'S rights by seeking specific performance. B) If for any reason other than failure of
359 SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER
360 may seek specific performance or elect to receive the return of BUYER'S Deposit(s) without thereby waiving any action for damages
361 resulting from SELLER'S breach.

362 **21. ATTORNEY FEES AND COSTS:**

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

369 **22. ADDENDUM** attached, which upon signing by both Parties are made a part of this Contract for Sale and Purchase:

- 370 Tallahassee Board of Realtor's Special Clause Addendum
371 Insulation Rider (new residence only)
372 Lead Base Paint Disclosure (if built prior to 1978)
373 FHA Inspection Rider
374 Condominium Riders
375 # 2 Additional Riders described as follows:

376 Contingency Addendum and Additional Provisions Addendum
377 _____

378 **23. SPECIAL CLAUSES:**

379 _____
380 _____
381 _____
382 _____
383 _____
384 _____
385 _____
386 _____
387 _____
388 _____
389 _____
390 _____
391 _____

Initials: _____ *MSA*

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

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

399 **25. TIME FOR ACCEPTANCE; CONTRACT DATE:**

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

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

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

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

408 **28.** _____ DATE _____
BUYER
409 _____ DATE _____
BUYER

410 **29. SELLER'S RESPONSE SECTION**

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

414 *Scott Wilson* _____ DATE 11/12/12
SELLER

415 _____ DATE _____
SELLER

- 416 SELLER rejects offer. (Seller should initial and date for rejection)

417 _____ Sonya Hall _____ sonyabug64@yahoo.com _____ 850-5258-0857
SELLING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

418 _____ Wakulla Realty _____
COMPANY (PRINT NAME) DATE

419 _____
LISTING SALES ASSOCIATE (PRINT NAME) EMAIL PHONE

420 _____
COMPANY (PRINT NAME) DATE

ADDITIONAL PROVISIONS

ADDENDUM

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

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

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

BUYER
DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY
COLLEGE

SELLER

SCOTT WILSON GABY

Contingency Addendum

This Contract is contingent on the happening of the following:

1. The District Board of Trustees of TCC approval of the Contract for Sale and Purchase (the Contract) within ninety (90) days of the date of the execution of the Contract.
2. Tallahassee Community College Foundation Board authorization of receipt of donation letter to seller for consideration over the purchase price for the amount of the difference of purchase price and appraised value. Said donation letter to be given to seller at the time of closing.
3. Within ninety (90) days of the date of execution of the Contract, Buyers at Buyer's expense will complete the site inspections required by Florida Statutes for land purchase by a College and will report to the Seller if the inspections are acceptable.
4. The Buyer at the Buyer's expense will provide the legal fees and application fees to obtain the revision of the Future Land Use designation of the property to "Public Facilities" and concurrent rezoning of the property to allow the intended Institutional uses, within seven (7) months of TCC Board of Trustees' approval of the Contract.
5. The Buyer will provide at the Buyer's expense the site plans, engineering studies, and related documents required for the Land Use Amendment and Rezoning Processes.
6. Approval by the Wakulla County Board of County Commissioners of the revision of the Future Land Use designation and rezoning of the property referenced in #4 above.
7. The acceptance of the contracts; approval of rezoning of the property referenced in #4 above; and simultaneously closing with the follow:
Sellers Kevin R. and Kane R. Gaby Part of Tax ID 00-00-086-000-11583-000 20 Acres
Seller Scott Wilson Gaby Part of Tax ID 00-00-086-000-11582-000 Approximately 94 Acres
Sellers Scott Wilson and Julie Gaby Part of Tax ID 13-4S-02W-000-01953-000 Approximately 6.5 Ac
8. Buyer's first right of refusal and option to purchase the following:
Remaining 20 acres of Tax ID 00-00-086-000-11583-000 for \$7,500 per acre
Remaining Approximately 92.17 acres of Tax ID 13-4S-02W-000-01953-000 for \$10,000 per ac.
Kevin and Kerry Gaby's homestead property located at 4057 Crawfordville Highway for \$450,000.
If appraised values set out to be less than the option price the Seller(s) may sale to the buyer for appraised value or the buyer may exercise the purchase options.
9. TCC approval of survey of properties totaling no less than 158 acres.

AWA

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

BUYER:

DISTRICT BOARD OF TRUSTEES

OF TALLAHASSEE COMMUNITY COLLEGE

SELLER:

SCOTT WILSON GABY

X

Buyer

X

Seller

Scott Wilson Gaby



TALLAHASSEE BOARD OF REALTORS[®], INC.
SELLER'S PROPERTY DISCLOSURE STATEMENT



REVISED AUGUST 2011

IT IS SUGGESTED THAT COPIES OF THIS DISCLOSURE BE AVAILABLE AT THE PROPERTY

Seller: Scott W. Baby
 Property address: 222 Crawford & Lee Hwy Crawfordville FL
 Date Property Purchased _____ Year Built _____

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

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

• **IF THIS PROPERTY IS UNIMPROVED, COMPLETE SECTIONS 1b TO 2f ONLY.**

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

1. OCCUPANCY

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

2. STRUCTURAL ITEMS

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

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

3. ADDITIONS / REMODELING

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

4. ROOF

- (a) Year roof put on _____
- (b) Has the roof ever leaked during your ownership? Yes No
- (c) Has the roof been replaced or repaired during your ownership? Yes No
If "Yes," provide name of Contractor or individual who did the work and details of replacement/repair _____
- (d) Do you know of any problems with the roof or gutters? Yes No
If any of your answers are "Yes," explain in detail: _____

5. SIDING

- (a) Exterior siding material(s)
 Brick Wood Vinyl Stucco Synthetic Stucco
 Manufactured Siding Other _____ Unknown
- (b) If manufactured siding, provide name of manufacturer, if known _____
- (c) Do you know of any problems/defects with the siding? Yes No
- (d) Have you filed any claims with manufacturers in regards to the siding? Yes No
If any of your answers are "Yes," explain in detail: _____

6. WINDOWS/DOORS/LOCKS

- (a) Are the windows insulated glass? Yes No
- (b) If "Yes," are there any fogged windows? Yes No Unknown
If "Yes," which ones _____
- (c) Are any windows broken or cracked? Yes No Unknown
- (d) Do all operable windows open, stay open, close and lock properly? Yes No Unknown
- (e) Are any screens missing or damaged? Yes No Unknown
If "Yes," which ones _____
- (f) Do all doors operate properly? Yes No If no, explain in detail: _____

- (g) Do you have keys to all door locks? Yes No If no, explain: _____

7. HEATING AND AIR CONDITIONING

- (a) Air conditioning: Central Electric Natural Gas Window Units Number units included in sale _____
- (b) Heating: Central Electric Central Electric Heat Pump Fuel Oil Natural Gas Other _____
Provide age if known _____
- Are you aware of any problems regarding these items? Yes No
- Have there been any repairs/replacement of these units during your ownership? Yes No
If "Yes," explain in detail: _____

SWP

8. ELECTRICAL SYSTEM

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

9. PLUMBING

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

10. COSMETIC DEFECTS

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

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

Mark the items included in the sale of your property:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with Icemaker | <input type="checkbox"/> Water Softener/Purifier |
| <input type="checkbox"/> Ceiling Fans - all | <input type="checkbox"/> Ice Maker - Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments - all |
| <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System - owned | <input type="checkbox"/> Window/Wall AC |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures - all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Door Opener and Transmitter(s) | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

- Oil/Propane Tanks Owned Leased, If leased, from whom _____ Cost _____
- Security System Owned Leased, If leased, from whom _____ Cost _____

If any of these items have been replaced during your ownership, which items and what year: _____

If any of these items have any defects, explain in detail: _____

DW

12. POOL / SPA / HOT TUB (Complete if applicable)

- (a) POOL year installed _____
 In ground: gunnite fiberglass vinyl age of liner _____
 Above ground
 - (b) Pool heater: none gas electric solar
 - (c) Pool pump: year installed _____ Filter type: _____ year installed _____
 - (d) Is pool equipment included? Yes No
If "Yes," itemize: _____
 - (e) Is there an automatic pool cleaner? Yes No If yes, manufacturer name _____
 - (f) SPA/HOT TUB year installed _____
 - (g) Spa heater: none gas electric solar
 - (h) Is Spa equipment included? Yes No
If "Yes," itemize: _____
- If you are aware of any problems with any of the items above, please explain in detail: _____
- _____
- _____

13. EXCLUSIONS/LEASED SYSTEMS

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

14. CRAWL SPACES AND BASEMENTS (Complete if applicable)

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

15. WOOD DESTROYING ORGANISMS

- (a) Have termites or any wood destroying insects affected the property during your ownership? Yes No
 - (b) Has wood rot affected the property during your ownership? Yes No
 - (c) Has there ever been any damage to the property caused by termites or wood destroying insects during your ownership? Yes No
 - (d) Has there ever been any damage to the property caused by wood rot during your ownership? Yes No
 - (e) Is the property currently under bond for a wood destroying insect from a licensed pest control company? Yes No
What type of bond? _____ What company? _____
 - (f) Do you know of any wood destroying organisms reports on the property in the last five years? Yes No
- If any of your answers are "Yes," explain in detail: _____
- _____
- _____

AWB

16. SOIL / DRAINAGE / BOUNDARIES

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

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

17. TOXIC SUBSTANCES

- (a) Are you aware of any hazardous materials in, on or about the property? (hazardous materials may include but shall not be limited to: lead-based paint, asbestos materials, asbestos siding, radon, mold, and buried oil, fuel or other storage tanks) Yes No
- (b) Are you aware of the property ever being tested for radon, mold or any other toxic substances? Yes No

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

18. NEIGHBORHOOD

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

- (b) Is this property subject to the Rooming House Ordinance? Yes No Don't Know
- (c) Is this property located within a geographical area which has been designated as a Historic Preservation Overlay District? Yes No Don't Know
- (d) Is this property located within a geographical area that is being considered for a designation as a Historic Preservation Overlay District? Yes No Don't Know

19A. HOMEOWNERS' ASSOCIATIONS

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

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

19B. HOMEOWNERS' ASSOCIATIONS / COMMUNITY DISCLOSURE

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

DISCLOSURE SUMMARY

Disclosure summary for _____ *N/A*
(NAME OF COMMUNITY)

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

20. OTHER FEES AND RESTRICTIONS

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

21. OTHER MATTERS

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

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

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

Seller: Scott Wilson Galy Date: 11/12/12

Seller: _____ Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____