

**CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING  
AGENDA**

DATE: TUESDAY, MARCH 2, 2021  
TIME: 7:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Justin Head  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Debra Jones  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright  
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA (pp 4-7)

- Council minutes from February 16, 2021

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- DEPUTY CITY MANAGER CJ ZIMOSKI
- COUNCIL

B. DISCUSSION WITH POSSIBLE ACTION: FORECLOSURE; CV14-14 WAYMAR, INC. PROPERTY LOCATED AT 811 E. NOBLE AVE. – CITY PLANNER LAURA JONES. (pp 8)

ITEM – 5 – NEW BUSINESS –

A. RESOLUTION 2021-05: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING DR. KENNETH SCHWIEBERT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR YEAR TERM BEGINNING MARCH 16, 2021 AND ENDING MARCH 15, 2025; AND PROVIDING AN EFFECTIVE DATE. - CITY PLANNER LAURA JONES (pp 9-10)

CITY OF WILLISTON, FLORIDA  
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- B. DISCUSSION WITH POSSIBLE ACTION: REVIEW PRELIMINARY PLAT FOR PROPOSED COUNTRY LANE ESTATES SUBDIVISION. – CITY PLANNER LAURA JONES. (pp 11-26)
- C. RESOLUTION 2021-12: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF A LEASE WITH DENNIS MOELLMAN TO REVOLUTION AVIATION, INCORPORATED; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL. (pp 27-46)
- D. RESOLUTION 2021-13: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ACCEPTING AN AGREEMENT WITH VALLEY COLLECTION SERVICE, LLC AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CONTRACT AND PROVIDING AN EFFECTIVE DATE. – CITY MANAGER GORMAN. (pp 47-51)
- E. DISCUSSION WITH POSSIBLE ACTION: REVIEW OFFERS FOR CITY OWNED PROPERTY IN BRONSON. – CITY MANAGER JACKIE GORMAN. (pp 52-75)
- F. DISCUSSION WITH POSSIBLE ACTION: RENAMING HERITAGE PARK PAVILION AFTER DR. KENNETH SCHWIEBERT. – COUNCILMEMBER JONES.

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

**NEXT SCHEDULED MEETING MARCH 16, 2021 AT 6:00 P.M.**

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122  
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

**\*\* Because this meeting is being held in person, Florida law requires that it be open to the physical**

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

presence of the public. To maintain proper health precautions, we will maintain 6' separations in the meeting room and we will offer additional seating in another area for the overflow if needed. Also, we encourage the use of face masks in the meeting room. (Limitation of 50 people)

We invite you to continue participating in our council meetings via telephone or the Internet as we have been doing for the last several weeks. \*\*

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING  
MINUTES**

DATE: TUESDAY, FEBRUARY 16, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Justin Head  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Debra Jones  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright  
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Robinson.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

Councilmember Jones moved to accept agenda as written. Vice-President Robinson seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 2 – PUBLIC PARTICIPATION

Jackie Appling Chair of the Friends of Cornelius Williams Community Park told the Council the group has been working hard at the park and have removed the brown grass around the baseball and softball field and are now ready to replace the bases. Ms. Appling said she is working the baseball coach from the Williston Middle/High School and he’s willing to assist with getting some bases for the fields. Ms. Appling also thanked Officer Mike Rolls with the Williston PD for his help as well. Councilmember Jones asked Ms. Appling did she know the cost of the bases. Ms. Appling replied for temporary bases the cost is \$30 and \$45 each for permanent bases.

ITEM – 3 - PROCLAMATION: RECOGNIZING NATIONAL FFA WEEK, FEBRUARY 20<sup>TH</sup> THROUGH FEBRUARY 27, 2021 – MAYOR JERRY ROBINSON.

Mayor Robinson presented the Williston FFA with the Proclamation recognizing February 20<sup>th</sup> through February 27<sup>th</sup> as National FFA week.

ITEM – 4 – CONSENT AGENDA - Councilmember Jones moved to approve the Consent Agenda. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

- Council minutes from February 2, 2021
- Approve an expense of up to \$92,000 for the installation of Primary Electric Infrastructure into and on the undeveloped properties of the Williston Municipal Airport as budgeted in the 2020/2021 Capitol Improvement Budget.

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager Gorman discussed the RFP for Solid Waste and told the Council there will be a mandatory meeting on Friday for all of companies that are interested and RFP's are due back to the City by March 16<sup>th</sup> at 11 a.m. City Manager Gorman said all RFP 's will be opened at 2 p.m. that day. City Manager Gorman introduced the new Human Resource Director Melisa Thompson to the Council. Ms. Thompson told the Council she was excited to be on board and looks forward to working with everyone.
- DEPUTY CITY MANAGER CJ ZIMOSKI – Deputy Manager Zimoski told the Council he had received an email from Jerry Warren with George Warren, LLC and it looks like the City will be receiving a credit in the amount of \$13,100 from Duke Energy. Deputy Manager Zimoski also discussed the decrease in the electric bill from FMPA and next quarter we should see a bigger decrease in cost.
- COUNCIL – None

B. DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR RELEASE OF CITY MANAGER'S GENERAL PENSION CONTRIBUTION. – DEPUTY CITY MANAGER CJ ZIMOSKI. – Deputy City Manager Zimoski discussed with the Council

the formula they used has the City Manager Gorman receiving a payout in the amount of \$3,052.25 from the General Pension. Council asked City Manager Gorman was she okay with the recommended payout amount and she replied yes. Councilmember Jones moved to release the City Manager payout from the Pension in the amount of \$3,052.25. Councilmember Ross seconded. Motion carried 5-0 by saying "Aye".

C. DISCUSSION WITH POSSIBLE ACTION: REVIEW OF CITY CLERK JOB DUTIES AND DETERMINE WHO CITY CLERK REPORTS TO. – COUNCIL PRESIDENT JUSTIN HEAD. – City Manager Gorman told the Council, she came up with the Clerk

job descriptions from small towns and combined it with some of the duties the Clerk was already doing. After reviewing the job description, Mayor Robinson asked that "Special Events" be added back to her duties and Councilmember Jones asked that both Pension boards be added on as well. City Manager Gorman also noted that the FMIT was not on the list and that will be added back as part of the Clerk's duties. After a brief discussion Council decided to have the City Clerk report to the Council and if she's going to be out to advise the Council by email. Vice-President Robinson moved to approve the City Clerk job description with the changes mentioned. Councilmember Jones seconded. Motion carried 5-0 by saying "Aye".

ITEM – 6 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

- A. RESOLUTION 2021-04: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPOINTING RICHARD MERANDO TO THE CITY OF WILLISTON PLANNING AND ZONING COMMISSION FOR A TERM ENDING MARCH 1, 2024. – CITY PLANNER LAURA JONES. – City Planner Jones presented Resolution 2021-04 to the Council. Mr. Merando was in attendance and said he has been a resident of Williston since 2017 and he’s looking forward to serving on the Planning and Zoning Commission. Councilmember Jones moved to approve Resolution 2021-04 appointing Richard Meraondo to the Planning and Zoning Commission. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.
- B. CONTRACT AWARD FOR COLLECTION SERVICES: CITY MANAGER GORMAN City Manager Gorman discussed with the Council the response she received back for Collection Services. City Manager Gorman said the Company she’s looking at will do a 15% charge on top of what is owed to the City, that way the City will receive 100% of the debt collected. City Manager Gorman said once she get the contract ready she will bring this item back in front of the Council with more details. Councilmember Jones wanted to know if we could add an additional 15% charge on top of the 100% for debit and City Attorney Fred Koberlein answered yes.
- C. DISCUSSION WITH POSSIBLE ACTION: JOB DESCRIPTION FOR INFORMATION TECHNOLOGY (IT) MANAGER – CITY MANAGER GORMAN. City Manager Gorman told the Council, the City has been outsourcing their IT work since Fran left and we need someone in the office at all times. The City pay out a lot of fees and some of this can be done in-house said City Manager Gorman. City Manager Gorman asked the Council to review the job description (position is full time with benefits) and the pay grade (16). City Manager Gorman said she has discussed adding this job position with Finance Director Stephen Bloom and he said we would be saving money if we hire a full time IT person. After some discussion Vice-President Robinson moved to approve the job description and pay grade for an Information Technology Manager. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 7 – PUBLIC PARTICIPATION –Jackie Appling Chair of Friends of the Cornelius Williams Community Park told the Council she had just received some donations towards the purchase of bases for the softball and baseball field and need guidance on how to handle the money. President Head told Ms. Appling the City could not take the money, because that would create a conflict and that’s something she needed to talk over with her committee members.

ITEM – 8 – ANNOUNCEMENTS – Councilmember Ross asked has anything been done about the apartment above Pessa’s Pawn Shop. City Manager Gorman told Councilmember Ross they are working on it. Mayor Robinson said something needed to be done about the building immediately. Councilmember Jones asked did the people apply for the Special Zoning for the gun show. City Planner Laura Jones replied yes and everything is a go. Vice-President Robinson asked had the stop sign at Winn Dixie been taken care of, City Manager Gorman said yes.

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 9 – ADJOURNMENT with no future business Vice-President Robinson moved to adjourn at 7:19. Councilmember Jones seconded. Motion carried 5-0 by saying “Aye”.

**NEXT SCHEDULED MEETING MARCH 2, 2021 AT 7:00 P.M.**

**Date: March 2, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: FORECLOSURE**

**REQUESTED BY: LAURA JONES, COMMUNITY DEVELOPMENT & GRANTS**

**BACKGROUND / DESCRIPTION:**

On January 19, 2021 this property was discussed at the City Council meeting. As a reminder, the Board of Adjustments and Code Enforcement voted to proceed with foreclosure. I was asked to research the environmental clean-up cost and timeline. After talking to the DEP representative, it is clear that the clean-up has been delayed and final tank pulls will not be complete for another 2 years or more. Then monitoring will take at least another year.

The property owner can clean-up the property (remove trash, cut grass) while or before remediation begins. They told Code Enforcement they didn't think they were allowed on the property. We have informed them that they are, but they have not returned to conduct any clean-up.

Cost to the property owner is a \$500 deductible for the remediation.

**LEGAL REVIEW: NA**

**RECOMMENDED ACTION:** Hire clean-up crew and charge the property owner.

**FISCAL IMPACTS:** As of January 19, 2021 the lien amount is \$98,650. To move forward it will cost approximately \$2,300 provided there are no additional attorney's fees, and the property owner will be charged a \$500 deductible to the DEP for the next step in remediation.

**ATTACHMENTS: None**

**COMMISSION ACTION:**

           **APPROVED**                       **DISAPPROVED**



**COUNCIL AGENDA ITEM**

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**TOPIC: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING DR. KENNETH SCHWIEBERT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR YEAR TERM BEGINNING MARCH 16, 2021 AND ENDING MARCH 15, 2025; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY:** City Planner/ CRA Director

**PREPARED BY:** City Planner/ CRA Director

**BACKGROUND / DESCRIPTION:** In 2010, the CRA was reorganized by the City Council causing the elimination of two seats. It was at this time that the new appointment schedule and seat assignments were made. This resolution would reappoint Dr Kenneth Schwiebert for another four years beginning March 16, 2021 and ending March 15, 2024. Dr Schwiebert currently serves as Vice-Chairman of the Community Redevelopment Agency and has expressed a desire to continue to serve on the Board. Chapter 16 of the City's Code of Ordinances mandates the appointment of these members to the Agency Board (Sec. 18-53. - Appointment of successor commissioners. After the initial terms of appointment have expired, successor commissioners shall be appointed by the City Council and will hold office for a term of four years).

**LEGAL REVIEW:** None

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** Adopt resolution appointing Dr. Kenneth Schwiebert to the Community Redevelopment Agency for a four year term beginning March 16, 2021 and ending March 15, 2025.

**ATTACHMENTS:**

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

**RESOLUTION NUMBER 2021-05**

**A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING DR. KENNETH SCHWIEBERT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR YEAR TERM BEGINNING MARCH 16, 2021 AND ENDING MARCH 15, 2025; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Williston City Council desires to continue the efforts of the Community Redevelopment Agency of the City of Williston in redeveloping Downtown Williston; and,

**WHEREAS**, Dr. Kenneth Schwiebert has served on the Agency Board prior and has expressed his desire to continue to serve; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** The City Council hereby approves Resolution 2021-05.

**Section 3.** All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 2nd day of March 2021.

**CITY OF WILLISTON, FLORIDA**

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Justin Head, Vice-President  
Williston City Council

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ATTEST: Latricia Wright  
City Clerk

Date: March 2, 2021

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## COUNCIL AGENDA ITEM

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**TOPIC:** PRELIMINARY PLAT

**REQUESTED BY:** LAURA JONES, COMMUNITY DEVELOPMENT & GRANTS

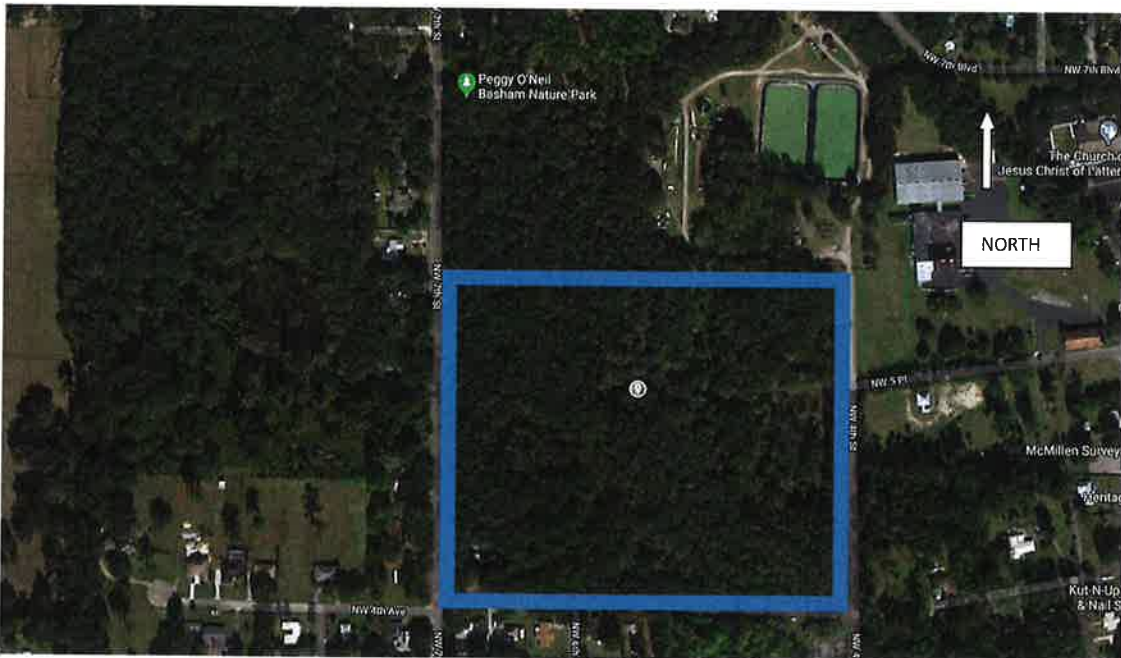
**BACKGROUND / DESCRIPTION:**

**Applicant:** A-Plus Homes, Inc. DBA Armstrong Homes

**Project:** Proposed Country Lane Estates

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### LOCATION MAP/AERIAL PHOTOGRAPH



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### SUMMARY

Country Lane Estates falls under the description for a Major Subdivision and must follow Chapter 56 - SUBDIVISION REGULATIONS, of the Willison Code of Ordinances. This project is located off of NW 4th Avenue, between NW 4th Street and NW 7th Street, with the general location of 510 NW 4th Street. A-Plus Homes, Inc. A Florida Corporation D/B/A Armstrong Homes is the owner and Steven M. McMillan, PSM, Surveyor is the Agent.

**Date: March 2, 2021**

Country Lanes Estates consists of 33.418 acres and 100 lots. Ingress/ egress to the development is located off of NW 7th Street with 71 lots inside the subdivision and 29 lots with entrances located of either NW 7th St., NW 4th Ave. or NW 4th Street.

All lots meet the minimum setback requirements for a R1-A zoning district. The final plat will have exact lot sizes that should meet minimum lot requirements. Easements have been put in place on the plat to accommodate electric utilities, water and sewer. It has not yet been decided if the development will request gas services. Easements, tracts and right-of-ways will be dedicated to the public. Common areas and drainage easements will be conveyed to the Country Lane Estates Homeowners Association for ownership, management and maintenance.

The City has the following requests/ requirements that will be discussed further during the development and improvement plan process (including but not limited to):

- Draft of Covenants
- Draft Developer's Agreement with timeline for each phase (including the commercial component).
- SWFWMD & FDOT permits (if applicable)
- Tree Survey
- Traffic Survey
- Sec 60-221 landscape buffer may apply to certain areas
- Sec 60-222 confirm you will comply
- Sec 56-10 confirm you will comply
- Sec 58 confirm you will comply
- Access for natural gas recommended
- All interior services should be run from NW 7th Street
- All Exterior services should run off the adjacent street
- Lift station should be upgraded

Approval of this development complies with the Land Development Code for Major subdivision; therefore, staff recommends approval subject to staff comments.

**LEGAL REVIEW:** None

**FISCAL IMPACTS:** None

**PLANNING COMMISSION ACTION:** Approved

**RECOMMENDED ACTION:** Recommendation to approve Preliminary Subdivision Plat for Country Lane Estates.

**ATTACHMENTS:** Preliminary Plat and Application

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**      \_\_\_\_\_ **DISAPPROVED**

**CITY OF WILLISTON, FLORIDA  
SUBDIVISION PRELIMINARY (PLAT) PLANS SUBMISSION CHECKLIST**

(Applies to Non-Minor Subdivisions)

**Transmit to: Planning & Zoning Department, P.O. Box 160, WILLISTON, FL 32696**

**Phone: 352-528-3060 opt 3,**

This Checklist is based on the relevant provisions of Chapter 56-16 – Submission of Preliminary Plat - of the WILLISTON, FL Code of Ordinances. The Code is available online at [www.municode.com](http://www.municode.com).

**General Requirements**

- Contact the Zoning Director, who will in coordination with Levy County E 911 office to get an **approved** subdivision name.
- Schedule a pre-application conference with this Department as early as possible in the project development process.
- No subdivision application shall be scheduled for processing until this Department determines the application package is complete, including all fees paid.
- Since the application package completeness determination must occur PRIOR the agenda deadline date, do not wait until the deadline to submit the application package.** Application are reviewed by internal departments as well as by the department. The Zoning department will create a staff report which is provided to the reviewing Board with the agenda.
- Resubmissions must also comply with the agenda deadline date.
- All subdivision submissions must comply with the relevant requirements of Section 56-16– Preliminary Plans.
- Be advised that no site clearing activity, other than the minimum necessary for surveying purposes, may be initiated until the construction plans are approved AND a tree removal permit has been issued.
- All plats, plans & specifications must be signed & sealed by a Florida registered surveyor, landscape architect or engineer, as appropriate for the document.
- Preliminary plans are reviewed by the Planning and Zoning Commission and the City Council.
- Phasing must be arranged so that each phase can stand alone and function adequately with regard to required improvements, infrastructure and facilities. Submit 12 copies of the preliminary plans at the appropriate scale on 24" by 36" sheets **PLUS 12** copies of the plans reduced to 11" by 17", PLUS and electronic PDF format of the drawings.
- Submissions may require prove of title insurance.**

RECEIVED  
11/30/20

# SUBDIVISION PRELIMINARY PLANS SUBMISSION CHECKLIST

\$ 1700

- \_\_\_\_\_ Preliminary Plat – 1-15 Lots \$ 250 Application Fee -Plus \$12 Per lot or parcel
- \_\_\_\_\_ Preliminary Plat – 16 lots and up \$500 Application Fee -Plus \$12 Per lot or parcel

## Rec'd Requirement

- Legal description of the subject site – could be on the boundary survey
- Complete name and mailing address of the property owner, developer and engineer
- Tract boundaries with dimensions
- North arrow, date of preparation and other pertinent legend information A location map at no greater than 1000 scale
- Zoning of the site AND adjacent parcels on all sides
- Plat book and page of the site
- Typical lot size by phase, if necessary
- A copy of the draft HOA deeds, restrictions and covenants
- Streets and easements of adjacent land
- Topography map in NGVD contours at 1-foot intervals
- Site conditions including, but not limited to, existing watercourses, drainage ditches, bodies of water, wetland, 100-year flood elevations, and surrounding physical features Existing property lines, buildings, transmission lines, water and/or sewer lines, bridges, culverts, city limits and utility easements on the subject site AND the adjacent parcels **Levy County E-911 approved street names**, street types, pavement widths and right-of way dimensions and typical cross section diagrams
- Identification of the storm water disposal method and connection to the city potable water, wastewater and reuse systems
- Proposed off-site roadway and other public improvements in the area
- Phasing the subdivision, if any – lots must be numbered consecutively for the whole project
- Dedications of sites and roadways to the public Identify/map the on-site soils
- A summary list of the total acres, lots, minimum lot area and lineal feet of streets
- An environmental assessment pursuant to the provisions of Chapter 114 of this Code A preliminary concurrency review document
- Adequately address zoning, buffering, environmentally sensitive area, upland habitat, floodplains, well field, aquifer protection, historic/archeological and traffic
- A CD in PDF format which includes ALL the application package text and graphics**

County Land Plat

## CERTIFICATION

I, the undersigned, do hereby certify that I have read this Checklist and understand the requirements described therein. **I further understand that only application packages that have been determined complete by the Department prior to the agenda deadline will be scheduled for processing.**



11.25.20

Owner or Authorized Applicant Signature Date



**APPLICATION FOR SUBDIVISION PRELIMINARY PLANS**

(Applies **only** to division of land into 6 or more parcels)  
(Please type or write very clearly)

**County 911 Approved** Subdivision Name: Country Lane Estates

Parcel Number: #04777-000-00

Legal Description: ATTACHED

General Location and/or Street Address: 510 NW 4<sup>th</sup> St, Williston, FL 32696

Project Area: 33.418AC

# of Units: 100

Density: \_\_\_\_\_

Zoning: R-1-A

Typical Lot Size: 0.230-0.583AC # of Phases: \_\_\_\_\_

# Lots & Acres by Phase: \_\_\_\_\_

# Acres of Recreation Area: 0.032AC # Acres of Wetlands: \_\_\_\_\_

# Acres of Roads & R/W: 4.611AC Public or Private Streets: Public

Has this site been subject to any other development permit action in the last two years?  
No \_\_\_\_\_ If Yes, provide the type of action and date of final action below.

Attach a copy of the Property Owner's Authorization form.

Applicant Name: Steve M. McMillen, PSM

Email Steve@mcsurveying.com

Applicant Address: 444 NW Main Street, Williston, FL 32696

Applicant Phone #: 352-528-6277 Cell Phone \_\_\_\_\_ Fax #  
and/or E-mail: \_\_\_\_\_

\*\*\*\*\*  
Owner Name: A-Plus Homes, Inc., A Florida Corporation D/B/A Armstrong Homes  
Email \_\_\_\_\_

Owner Address: 1415 SW 17<sup>th</sup> St, Ocala, FL 34471

Owner Phone #: 352-266-8946 Fax # and/or E-mail: chris@armstornghomes.net

Person to be contacted regarding questions about this application (e.g. engineer, architect, attorney, etc.):

Contact Name: Steve M. McMillen, PSM

Email: Steve@mcsurveying.com

Contact Address: 444 NW Main Street, Williston, FL 32696

Phone #: 352-528-6277

Fax #: n/a

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project. I understand that the application fee is non-refundable. I further understand that I am responsible to reimburse the City for the actual advertising costs **AND** the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice **OR** further processing of the application will cease until the invoice is paid in full.

**Applications need to be submitted by the 1st of the month to be considered at the next Planning & Zoning Commission meeting. Any and all supporting documents that need to be reviewed by the Commission need to be submitted by the 15th of the same month to be included in the packet for review.**

**I understand that only application packages that are determined complete by the Department will be scheduled for review.**

Applicant Signature

11-25-20

Date

**OWNER'S APPLICATION AUTHORIZATION STATE OF FLORIDA COUNTY OF LEVY**

(Required if the property owner of record is not the applicant)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcel(s) in this application.
2. That he/she desires to apply for a Subdivision Preliminary Plans on land generally located at (insert legal description)

3. That he/she has appointed Steve M. McMillen, PSM to act as agent in his/her behalf to accomplish the above.

Owner's Signature

This is to certify that on \_\_\_\_\_, 20\_\_\_\_ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared \_\_\_\_\_ he/she is personally known to me or has produced \_\_\_\_\_ as identification and Did (Did Not) Take an Oath.

SEAL

Signature of Acknowledger

Acknowledger Name

Serial Number My Commission Expires





# McMillen Surveying, Inc.

444 Northwest Main Street  
Williston, Florida, 32696  
Office: 352 528-6277

November 9, 2020


State of Florida  
County of Levy

I, Chris Armstrong, hereby give Stephen M. McMillen, P.S.M., President of McMillen Surveying, Inc, the authority to act as my Authorized Agent to facilitate the **Platting Process** upon "Country Lane Estates" on the following parcel lying in Section 31, Township 12 South, Range 19 East, Levy County, Florida:

Parcel ID# 04777-000-00, Williston, FL.

  
Chris Armstrong Date: 11-9-20

Notary Public, State of Florida  
At Large

  
My Commission Expires: \_\_\_\_\_



BELINDA JEGGIMANN  
Commission # GG 948307  
Expires January 29, 2024  
Bonded Thru Budget Notary Services

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)**

**SCHEDULE A**

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751, Phone No.: (407) 629-5842.**

State: Florida

County: Levy

Address Reference: 510 NW 4th Street, Williston, Florida 32696

File Number:	Policy Number:	Date of Policy:	Premium:	Amount of Insurance:
91814	OP-25-FL1624-6981806	November 8, 2018 at 01:13 PM	\$900.00	\$165,000.00

1. Name of Insured: A-Plus Homes, Inc., a Florida corporation d/b/a Armstrong Homes
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in: A-Plus Homes, Inc., a Florida corporation d/b/a Armstrong Homes by Warranty deed executed by Park Place Estates, LLC, a Florida Limited Liability Company to A-Plus Homes, Inc., a Florida corporation d/b/a Armstrong Homes dated November 6, 2018, filed November 8, 2018 in Official Records Book 1474, Page 631, Public Records of Levy County, Florida, conveying said property described herein.
4. The Land referred to in this policy is described as follows:
  - ✓ The North 1/2 of the North 1/2 of Southwest 1/4 of Southwest 1/4 Except the East 25 feet thereof; and the Northwest 1/4 of Southwest 1/4 Except the East 25 feet thereof, all in Section 31, Township 12 South, Range 19 East; Except the following described Parcels:
    - Less and Except:
    - ✓ Commence at the Southwest corner of Lots 7 of J.J. Mixson Subdivision of the North 1/2 of Section 31, Township 12 South, Range 19 East, thence run South 350 feet, thence run East 840 feet, thence Northwesterly along railroad right-of-way 1182 feet, thence South 482 feet to the Point of Beginning, all as described in Deed Book Z, Page 181.
      - Less and Except:
      - ✓ Commence at the West 1/4 Section corner of Section 31, proceed thence South 87 degrees 14 minutes 35 seconds East a distance of 646.85 feet to the Point of Beginning continuing thence South 87 degrees 14 minutes 35 seconds East a distance of 321 feet; thence South 00 degrees 47 minutes 59 seconds West a distance of 434.18 feet; thence South 87 degrees 32 minutes 35 seconds East a distance of 395.16 feet; thence South 00 degrees 39 minutes 50 seconds West a distance of 203.85 feet; thence North 87 degrees 14 minutes 35 seconds West a distance of 715.20 feet; thence North 00 degrees 39 minutes 50 seconds East a distance of 636.00 feet to the Point of Beginning.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)**

Less and Except:

Commence at the Northwest corner of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East, thence South 89 degrees 12 minutes 10 seconds East 33 feet to a concrete monument and the Point of Beginning; thence continue South 89 degrees 12 minutes 10 seconds East 613.95 feet to a concrete monument; thence South 1 degrees 20 minutes 00 seconds East 305 feet; thence North 89 degrees 10 minutes 38 seconds West 608.15 feet to the East right-of-way line of Northwest Seventh Street; thence North 2 degrees 15 minutes 30 seconds West along and with the said East right-of-way line of Northwest Seventh Street to the Point of Beginning.

Less and Except:

For a point of reference, commence at the Northwest corner of Southwest 1/4 of Section 31 thence South 89 degrees 12 minutes 10 seconds East 646.95 feet to a concrete monument; thence South 01 degrees 20 minutes 00 seconds East 635.89 feet to a concrete monument; thence South 89 degrees 13 minutes 00 seconds East 720.34 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 31 and the Point of Beginning; thence North 89 degrees 13 minutes 00 seconds West 84.70 feet to the West right-of-way line of NW 4th Street; thence South 2 degrees 45 minutes 20 seconds East along said right-of-way line 1023.90 feet to its intersection with the North right-of-way line of NW 4th Avenue; thence East on an extension of said North right-of-way line of NW 4th Avenue 66.91 feet to the East line of said West 1/2 of the Southwest 1/4 of said Section 31; thence North along said East line 1023 feet, more or less, to close on the Point of Beginning.

Less and Except:

For a point of reference, commence at the Southwest corner of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East; thence run East along the South line of said North 1/2 of the North 1/2 of the Southwest 1/4 of Southwest 1/4 33.03 feet to a found iron pipe on the Easterly right-of-way line of Northwest 7th Street and the Point of Beginning; thence continue East, along said South line and the North right-of-way line of Northwest 4th Avenue 150.0 feet; thence North 02 degrees 25 minutes 30 seconds West, parallel with said Easterly right-of-way line of Northwest 7th Street, 150.0 feet; thence West parallel with said North right-of-way line of Northwest 4th Avenue 150.0 feet to the Easterly right-of-way line of Northwest 7th Street; thence South 02 degrees 25 minutes 30 seconds East, along said Easterly right-of-way line, 150 feet to close on the Point of Beginning.

Less and Except the lands conveyed in Deed Book 61, Page 417 and Official Records Book 1012, Page 709 of the Public Records of Levy County, Florida.

Less and except any portion lying within the right of way of NW 4th Avenue, NW 7th Street and NW 4th Street.

Issued By Superior Title Insurance Agency of Marion County, LLC



Authorized Signatory

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)**

**SCHEDULE B**

File #: 91814

Policy #: OP-25-FL1624-6981806

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Exceptions:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.
4. Easements or claims of easements not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

**\*The following items, as listed above, are hereby deleted: 1, 2, 4 and 5**

7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
8. That certain Agreement as recorded in Official Records Book 1006, Page 357, of the Public Records of Levy County, Florida.
9. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.



### Warranty Deed (Limited Liability Company)

This Indenture, made, November 6, 2018 A.D.

Between **Park Place Estates, LLC**, whose post office address is: ~~2210 34th Way N Suite 8, Largo, Florida 33771~~ existing under the laws of the State of Florida, Grantor and **A-Plus Homes, Inc.**, a Florida corporation d/b/a **Armstrong Homes** whose post office address is:

**13770 58th Street, Suite 312  
Clearwater, FL  
33760**

1415 SW 17th Street, Ocala, FL 34471 Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Levy, State of Florida, to wit:

See Attached Exhibit "A"

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 0477700000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Park Place Estates, LLC

Signed and Sealed in Our Presence:

By: Rosemary E. Piazza  
Rosemary E. Piazza  
Manager

By: Vincent J. Lentini  
Vincent J. Lentini  
Manager

Lisa Merrill  
Witness Print Name: LISA MERRILL

Suzanne Kay Stine  
Witness Print Name: SUZANNE KAY STINE

State of Florida  
County of Levy

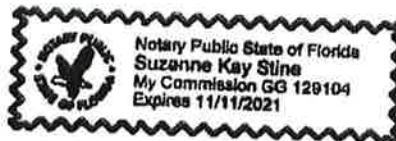
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2018, by Rosemary E. Piazza, Manager and Vincent J. Lentini, Manager of Park Place Estates, LLC a limited liability company existing under the laws of the State of Florida, on behalf of the company.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Suzanne Kay Stine (Seal)  
Notary Public  
Notary Printed Name: SUZANNE KAY STINE

My Commission Expires::

Record and Return to:  
Prepared by incidental to  
preparation of a title policy by:  
Sarah Vajert, an employee of  
Superior Title Insurance Agency of Marion County, LLC,  
421 South Pine Avenue  
Ocala, Florida 34471  
File Number: 91814



Florida Corporate Deed/Letter



## Exhibit "A"

The North 1/2 of the North 1/2 of Southwest 1/4 of Southwest 1/4 Except the East 25 feet thereof; and the Northwest 1/4 of Southwest 1/4 Except the East 25 feet thereof, all in Section 31, Township 12 South, Range 19 East; Except the following described Parcels:

Less and Except:

Commence at the Southwest corner of Lots 7 of J.J. Mixson Subdivision of the North 1/2 of Section 31, Township 12 South, Range 19 East, thence run South 350 feet, thence run East 840 feet, thence Northwesterly along railroad right-of-way 1182 feet, thence South 482 feet to the Point of Beginning, all as described in Deed Book Z, Page 181.

Less and Except:

Commence at the West 1/4 Section corner of Section 31, proceed thence South 87 degrees 14 minutes 35 seconds East a distance of 646.85 feet to the Point of Beginning continuing thence South 87 degrees 14 minutes 35 seconds East a distance of 321 feet; thence South 00 degrees 47 minutes 59 seconds West a distance of 434.18 feet; thence South 87 degrees 32 minutes 35 seconds East a distance of 395.16 feet; thence South 00 degrees 39 minutes 50 seconds West a distance of 203.85 feet; thence North 87 degrees 14 minutes 35 seconds West a distance of 715.20 feet; thence North 00 degrees 39 minutes 50 seconds East a distance of 636.00 feet to the Point of Beginning.

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Commence at the Northwest corner of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East, thence South 89 degrees 12 minutes 10 seconds East 33 feet to a concrete monument and the Point of Beginning; thence continue South 89 degrees 12 minutes 10 seconds East 613.95 feet to a concrete monument; thence South 1 degrees 20 minutes 00 seconds East 305 feet; thence North 89 degrees 10 minutes 38 seconds West 608.15 feet to the East right-of-way line of Northwest Seventh Street; thence North 2 degrees 15 minutes 30 seconds West along and with the said East right-of-way line of Northwest Seventh Street to the Point of Beginning.

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File Number: 91814

Legal Description - Exhibit A

with the North right-of-way line of NW 4th Avenue; thence East on an extension of said North right-of-way line of NW 4th Avenue 66.91 feet to the East line of said West 1/2 of the Southwest 1/4 of said Section 31; thence North along said East line 1023 feet, more or less, to close on the Point of Beginning.

Less and Except:

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Less and Except the lands conveyed in Deed Book 61, Page 417 and Official Records Book 1012, Page 709 of the Public Records of Levy County, Florida.

Less and except any portion lying within the right of way of NW 4th Avenue, NW 7th Street and NW 4th Street.

File Number: 91814

Legal Description - Exhibit A







1921, 1923, 1924, 1929, 1931, 1936, 1937, 1938, 1939, 2000, 2001, 2002, 2004, 2007.

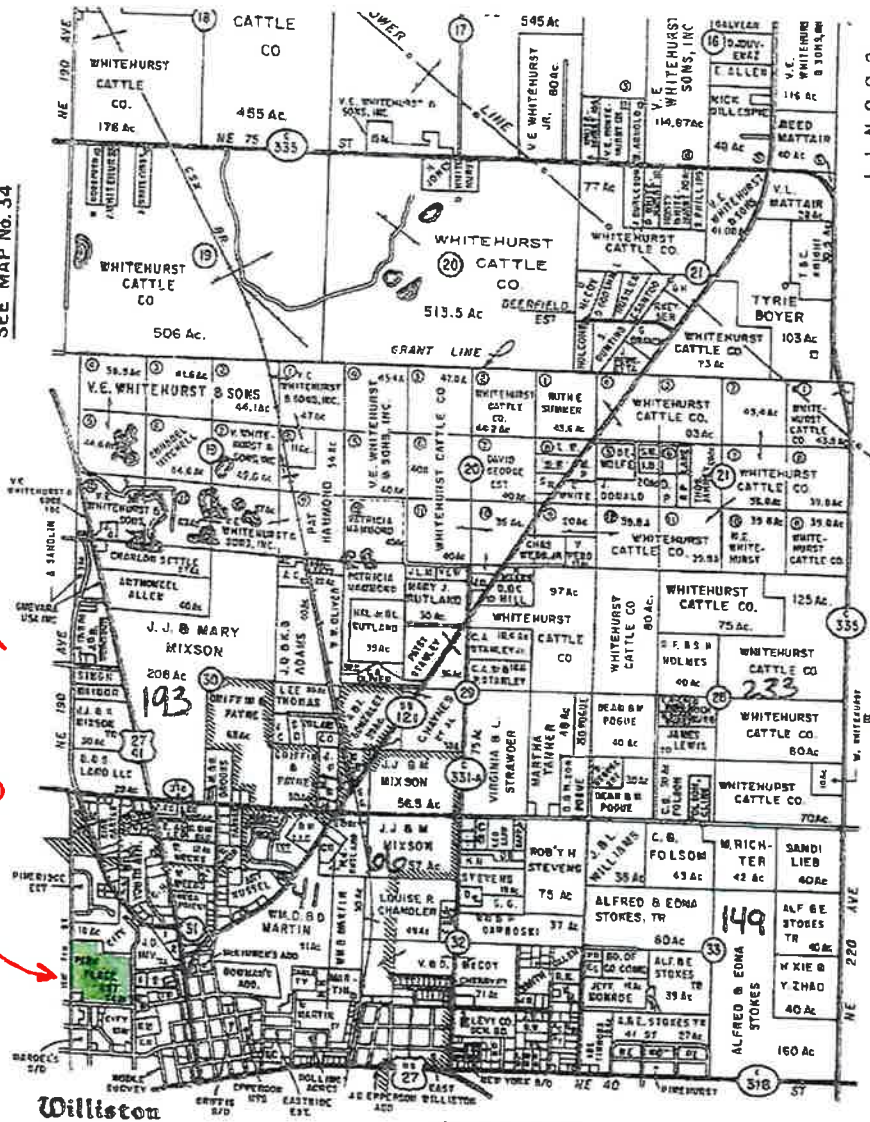
37

Levy County, Florida

RGE. 19 E.  
TWP. 12 S.

*Subject Property*

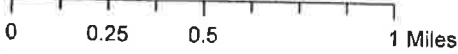
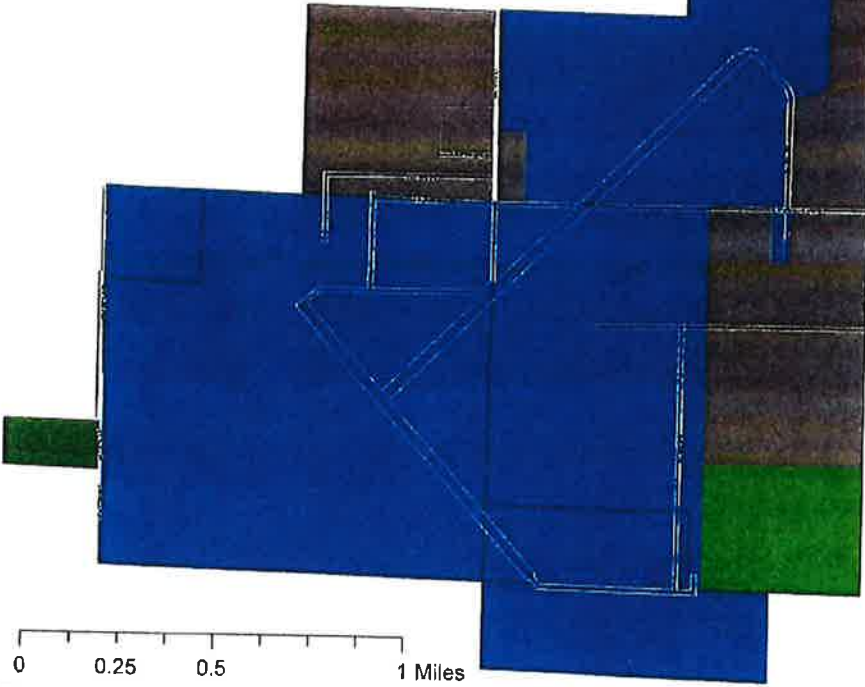
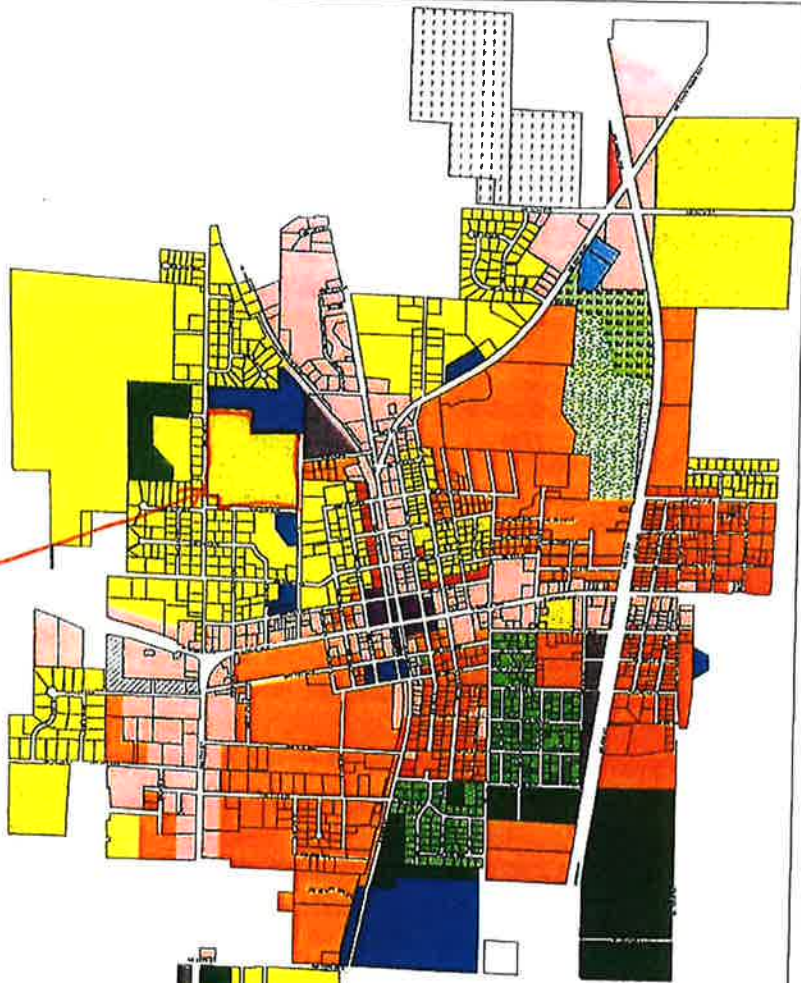
SEE MAP No. 34



SEE MAP No. 38

-  A - Agricultural
-  C-1 - Commercial General
-  C-2 - Commercial Intensive
-  CBD - Central Business District
-  I - Industrial
-  P - Public
-  PD - Planned Development
-  QP - Quasi-Public
-  R-1 - Residential Single-Family
-  R-1-A Residential Single-Family
-  R-2 - Residential Duplex
-  RB - Residential Business
-  REC/O - Recreation/Open Space
-  RM-1-A - Residential Mobile Home
-  RM-2 - Residential Multifamily
-  RVP - Recreational Vehicle Park
-  SI - Spray Irrigation
-  U - Unknown

*Subject Property*



**CITY OF WILLISTON  
FLORIDA**

**2020 ZONING MAP**

DISCLAIMER: This map and/or digital data is for planning purposes only and should not be used to determine the precise location of any feature. The City of Williston provides no warranty for the accuracy or availability of the data.

DISCLAIMER: The Levy County Property Appraiser's office does not take responsibility for errors and/or omissions regarding this mapping information.

DISCLAIMER: This map and/or digital data is for planning purposes only and should not be used to determine the precise location of any feature. The Willacochee Regional Planning Council provides no warranty for the accuracy or availability of the data.

**Date: February 16, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2021-12: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF A LEASE WITH DENNIS MOELLMAN, TO REVOLUTION AVIATION, INCORPORATED; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: AIRPORT MANAGER BENTON STEGALL      PREPARED BY:  
CITY ATTORNEY FRED KOBERLEIN**

**BACKGROUND / DESCRIPTION:      ASSIGNING A LEASE FROM DENNIS MOELLMAN TO REVOLUTION AVIATION, INCORPORATED.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

**CITY COUNCIL RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF A LEASE WITH DENNIS MOELLMAN, TO REVOLUTION AVIATION, INCORPORATED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston, Florida (hereinafter the "City"), and Dennis Moellman (hereinafter "Moellman"), entered into a lease agreement for property located at the Williston Municipal Airport; and

**WHEREAS**, Moellman's lease with the City commenced on, or about, November 14, 2012 and has subsequently been extended to August 31, 2022; and

**WHEREAS**, Moellman has requested of the City that the City consent to an *Assignment of Lease*, a copy of which is attached hereto, wherein Moellman assigns the lease obligations to Revolution Aviation, Incorporated, a Florida Profit Corporation, located at 199 SW 19<sup>th</sup> Ave., Williston, Florida 32696 (hereinafter "Revolution"); and

**WHEREAS**, the City Council finds that consenting to the Assignment from Moellman to Revolution is in the best interests of the City and the Williston Municipal Airport.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City Council hereby approves the *Assignment of Lease* from Moellman to Revolution and the City Council President is authorized to execute the *Consent of Lessor*, a copy of which is attached hereto.

**Section 3.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Justin Head, President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Return to:  
City of Williston, Florida  
Attn: City Clerk  
50 NW Main Street  
Williston, Florida 32696

**ASSIGNMENT OF LEASE**

**WHEREAS**, the undersigned DENNIS MOELLMAN (“ASSIGNOR”), in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_), in hand paid by REVOLUTION AVIATION, INCORPORATED, a Florida for profit corporation (“ASSIGNEE”), the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto REVOLUTION AVIATION, INCORPORATED, that certain land lease dated August 1, 2012, wherein the CITY OF WILLISTON, FLORIDA is the LESSOR and DENNIS MOELLMAN, is the LESSEE; said land lease being subsequently extended to July 31, 2022, which land lease covers the premises located in Levy County, Florida and described more specifically in the attached *Land Lease Agreement, Existing Building*, attached hereto as composite “Exhibit A”.

ASSIGNEE hereby accepts this assignment and agrees to assume all obligations under the said lease and prior assignments and amendments.

*[Remainder of page left blank intentionally.]*



IN WITNESS WHEREOF, the parties have executed this assignment of land lease and such is effective on the date executed by the last signing party.

**ASSIGNOR:**

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
DENNIS MOELLMAN

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

**STATE OF FLORIDA  
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Dennis Moellman, who is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE OF ASSIGNMENT**

REVOLUTION AVIATION, INCORPORATED, a Florida for profit corporation, by and through its undersigned agent, does hereby accept the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth herein and the land lease executed between Lessor and Lessee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**REVOLUTION AVIATION,  
INCORPORATED**

By: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_

DENNIS E. MOELLMAN,  
PRESIDENT

By: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
PRINTED NAME

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Dennis E. Moellman, President, who is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public



**CONSENT OF LESSOR**

CITY OF WILLISTON, FLORIDA, pursuant to Paragraph 18 of the hereinabove referenced lease, does hereby consent to the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth therein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
JUSTIN HEAD, PRESIDENT

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

ATTEST:  
By: \_\_\_\_\_  
LATRICIA WRIGHT,  
CITY CLERK

**LAND LEASE AGREEMENT**  
**EXISTING BUILDING**

LESSOR:  
City of Williston, Florida  
Post Office Drawer 160  
Williston, Florida 32696

LESSEE:  
Dennis Moellman  
1383 North Carolina Avenue, N.E.  
Washington, DC 20002

**WHEREAS**, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

**WHEREAS**, it is in the best interest of the said City to promote and develop the said airport; and

**WHEREAS**, Dennis Moellman, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of aircraft storage;

**NOW, THEREFORE**, for and in consideration of good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located at 1902 SW 20 Terrace (#3) in Williston, Levy County, Florida, (the "Premises"), to-wit:

A revetment and hardstand located at the North end of Taxiway "D" intersects with the centerline of Taxiway "E", at the Williston Municipal Airport, described as follows:

From the point where the centerline of the Taxiway "D" intersects with the centerline of Taxiway "E", go North forty (40), then West fifty seven and one half (57 1/2) feet to the Point of Beginning; thence continue West two hundred then (210) feet, then go South one hundred thirty (130) feet, then East two hundred (210) feet, then North one hundred thirty (130) feet to close on the Point of Beginning.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be FIVE years commencing on August 1, 2012, and ending at midnight, July 31, 2017. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$8,715.82. The rent shall be paid monthly, in advance, in the amount of \$788.52 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Dennis Moellman at 1383 North Carolina Ave. N.E., Washington, DC 20002 or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: storage and sale of agricultural chemicals and fertilizers. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this

lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

8. **SIGNS**: Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY**: The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
13. **UTILITIES**: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

14. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
15. **INSURANCE**:
- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
  - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
  - (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
  - (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
16. **INDEMNIFICATION OF LESSOR**: Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.
17. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

18. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.



Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for FOUR additional FIVE year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by

Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]

26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.



30. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the

requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the

modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council.

37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$0 as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 14 day of NOVEMBER, 2012.

LESSEE:

DENNIS MOELLMAN

BY:



Dennis Moellman

LESSEE:

BY:

\_\_\_\_\_

LESSOR:

CITY OF WILLISTON

BY:



PRESIDENT, CITY COUNCIL

Jason S. Cason

ATTEST:



FRANCES TAYLOR  
CITY CLERK

Prepared by and return to:  
City Attorney  
City of Williston  
PO Drawer 160  
Williston, FL 32696

Prepared by and return to:  
City Attorney  
City of Williston  
P.O. Drawer 160  
Williston, FL 32696

Document # 574104  
BK 1284 Pages 922-2pg(s)  
RECORDED 02/28/2013 at 10:28 AM  
Danny J. Shipp, Levy County Clerk, Florida

DEPUTY CLERK MB

**MEMORANDUM OF LAND LEASE**

**THIS MEMORANDUM OF LEASE** entered into this 1 day of AUGUST, 2012, by and between the City of Williston, Florida, (the "Lessor"), and DENNIS MOERLMAN, (the "Lessee"),

**WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated NOVEMBER 14, 2012, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto 1902 SW 20 Terrace (#3), in Williston, the Northeast ¼ of Section 14, Township 13 South, Range 18 East, Levy County, Florida: (collectively, the "Premises"), to wit:

A revetment and hardstand located at the North end of Taxiway "D" intersects with the centerline of Taxiway "E", at the Williston Municipal Airport, described as follows:

From the point where the centerline of the Taxiway "D" intersects with the centerline of Taxiway "E", go North forty (40), then West fifty seven and one half (57 1/2) feet to the Point of Beginning; thence continue West two hundred then (210) feet, then go South one hundred thirty (130) feet, then East two hundred (210) feet, then North one hundred thirty (130) feet to close on the Point of Beginning.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for five years, beginning on August 1, 2012 and ending on July 31, 2017. The Lessee has an option pursuant to the Lease to renew the Lease for FOUR additional FIVE year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 14 day of NOVEMBER, 2012.

LESSEE:

DENNIS MOELLMAN

BY:

*D Moellman*  
Dennis Moellman

LESSEE:

BY:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

CITY OF WILLISTON

BY:

*J S C*  
PRESIDENT, CITY COUNCIL  
Jason S. Cason

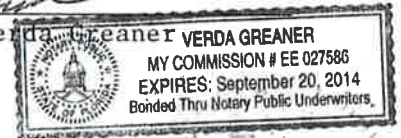
ATTEST:

*Frances Taylor*  
CITY CLERK  
Frances V. Taylor

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 20 day of November 2012, by JASON CASON / FRANCES TAYLOR, the President of the City Council of the City of Williston, and Frances Taylor, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

*Verda Greaner*  
Notary Public



STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 14 day of Nov 2012 by DENNIS MOELLMAN, who is personally known to me and did not take an oath.

*Verda Greaner*  
Notary Public Verda Greaner



**LEASE TERM EXTENSION #1**

**WHEREAS**, the City of Williston ("Lessor"), and Dennis Moellman, ("Lessee"), on August 1, 2012 did enter into a lease agreement (the "Initial Lease") for real property, commonly known as Hardstand #3, owned by Lessor for a lease term of five (5) years; and

**WHEREAS**, Lessee now requests a lease term extension of five (5) years and acknowledges that the Initial Lease provided for five (5) additional five (5) year terms and this instant extension serves as the Second (2<sup>nd</sup>) of the five (5) renewal options, leaving three (3) additional terms of five (5) years each for a total of 15 (15) available years from the expiration of this instant extension available.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, beginning August 1, 2017 through July 31, 2022.
2. The rent for the first year lease period of August 1, 2017 through August 31, 2022 shall be \$8,715.82 payable monthly in the amount of \$788.52, in advance, together with all applicable sales tax and insurance. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the Initial Lease.
3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Initial Lease shall remain in full force and effect.



## COUNCIL AGENDA ITEM

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**February 2, 2021**

**TOPIC:** Approve Resolution 2021-13 authorizing the City Council President to sign the Agreement with Valley Collection Service, LLC for the collection of all utility billing accounts; Airport lease and rental billing accounts; and all other City accounts receivable invoices that are 90+ days delinquent.

**PREPARED BY:** Jackie Gorman, City Manager

**BACKGROUND / DESCRIPTION:**

The City received three Proposals from qualified Collection Services listed on the attached sheet. Three (3) personnel from Inframark (Steven Bloom, Trumaine Easy & Priscilla Lenzen) reviewed and ranked the proposals as well as Verdi Greaner, City of Williston Utility Billing Specialist. All three ranked with VCS (Valley Collection Service, LLC) having the highest score. Council awarded the contract to Valley Collection Service, LLC on February 2, 2021.

Attached you will find the signed Agreement between the City of Williston and Valley Collection Service, LLC for your review and approval. In addition, attached is Resolution 2021-13 authorizing the City Council President to sign the Agreement upon approval.

**LEGAL REVIEW:** Yes

**FISCAL IMPACTS:** Yes, additional revenues received as a result of using the collection service.

**RECOMMENDED ACTION:** Approval of the Contract with Valley Collection Service, LLC and Approval of Resolution 2021-13

**ATTACHMENTS:** Resolution 2021-13; Contract with Valley Collection Service, LLC

**COUNCIL ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

**RESOLUTION 2021 -13**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ACCEPTING AN AGREEMENT WITH VALLEY COLLECTION SERVICE, LLC AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CONTRACT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston, after advertising for Qualifications and receiving three responses, has awarded a Contract to Valley Collection Service, LLC, who would be involved in the collection of 1) All utility billing accounts; 2) Airport lease and rental billing accounts; and, 3) All other City accounts receivable invoices that are 90+ days delinquent; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Williston, Levy County, Florida, that:

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**SECTION 2.** The City Council hereby authorizes the City Council President to execute said Contract.

**SECTION 3.** This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2021.

**CITY OF WILLISTON, FLORIDA**

\_\_\_\_\_  
Justin Head, President  
Williston City Council

\_\_\_\_\_  
ATTEST: Latricia Wright  
City Clerk

# VALLEY COLLECTION SERVICE, LLC

17431 North 71<sup>st</sup> Drive, Suite 104

GLENDAL, AZ 85308

PO BOX 10130 GLENDAL, AZ 85318

(623) 931-4325 (623) 934-4041 FAX

Conditions for accepting accounts from the City of Williston hereinafter referred to as the "client" to Valley Collection Service, LLC hereinafter referred to as the "agency".

Accounts will be accepted for collections for any amount as long as the most recent date of prior payment or of service is within the statutory period. Accounts may be accepted through any medium, including computer disk, e-mail, computer printout, manually prepared records or other computer technology.

The commission fee is 15% for any accounts assigned to the agency regardless of the amount of the account whether paid to VCS or the CLIENT. This amount can be added on to the amount assigned to the agency with the approval of the client when the terms of the collection fee added are included in City ordinance. A commission fee of 33% will be charged for any accounts that the City requires to be assigned for legal action.

The Agency shall implement through collection, procedures to achieve a maximum recovery of debt. These procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary. Information concerning a delinquent debtor may be released to a credit bureau or other third parties, if applicable, unless such release would be contrary to the privacy rights of certain debtors as expressed in the federal and state laws.

Legal action can be taken when all other collection efforts fail. Such action will be taken on accounts over \$5,000.00 only. **HOWEVER, SUCH ACTION WILL BE TAKEN ONLY UPON RECEIPT OF WRITTEN AUTHORIZATION FROM THE CLIENT IN EACH SPECIFIC INSTANCE.**

In the event of legal action being authorized, the Court costs (i.e.), the filing fee, and service or process for the suit are advanced by the Agency and will be deducted from the favorable judgment awarded by the Court. Attorney's fee will be paid by the Agency and, if collected, will be retained by the Agency after the recoupment of the costs, principal and Agency contingency fee.

However, should the Court rule in favor of the debtor because the creditor (client) failed to appear at the hearing to prove a claim against the debtor, any legal fee incurred by the Agency shall be paid by the client.

In the event agency does not file suit within 120 days of suit authorization, the Client, at its sole option, may recall the account from the Agency and Agency shall cease further collection action on the account.

The Agency is an independent contractor under this agreement and shall be liable for its own actions and those of its employees in connection with this agreement. The Agency agrees to hold the City of Williston its officials and employees, harmless from Agency's negligence, errors or omissions or those of its employees, and agrees to defend and indemnify the City of Williston its officials and employees for the same.

The Agency will provide, each month, a computerized report showing the amount collected on each debt during the previous month. A check for the amount due the client will be transmitted at that time.

The Agency will refer to the client any written appeal received from a debtor and will withhold further Collection efforts on that account until a written response is provided by the client.

Accounts are assigned to the Agency for the duration of the statute of limitations period. Accounts may be canceled after that period if the Agency is given 60 days notice in writing, except when the account is being paid, in the process of being paid, or has been authorized for legal action.

Collection fee is only due to the agency after payment is made on an individual account. The client is not responsible to pay any fees at assignment. The only way that the agency is due a payment is after an account holder has made a payment on the delinquent account to either the agency or the client.

All payments must be reported to Valley Collection Service, LLC promptly. Any bill sent to client for commission due must be paid to the agency within 30 days after receipt.

Public Records: The Agency shall comply with all public records laws.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Williston  
50 NW Main Street  
Williston, Florida 32696  
(352) 528-3060

The Agency shall comply with public records laws, specifically the Agency shall:

Keep and maintain public records required by the City to perform the services.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Agency or keep and maintain public records required by the City to perform the service. If the Agency transfers all public records to the City upon completion of the contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**I HAVE READ THE ABOVE AND AGREE TO THE RATES AND CONDITIONS:**

(SEAL)

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Justin Head,  
City Council President

ATTEST:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

VALLEY COLLECTION SERVICE, LLC



DATE 2/18/2021

## COUNCIL AGENDA ITEM

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March 2, 2021

**TOPIC:** Review and possible action regarding offers received by Marc Pompeo, Harriet Downs Real Estate for City-owned 30-Acre Parcel #0323400200 Bronson, FL

**PREPARED BY:** Jackie Gorman, City Manager

**BACKGROUND / DESCRIPTION:**

Council recently approved using Harriet Downs Real Estate to sell 30 acres of city owned property outside the city limits. Since that time Marc Pompeo received two (2) offers for consideration by Council identified as #1 and #2 in the order we received them. The explanation for each offer is on the email from Marc Pompeo for each property.

**LEGAL REVIEW:** None

**FISCAL IMPACTS:** Included in offer

**RECOMMENDED ACTION:** Approve or authorize Mr. Pompeo to continue advertising the property.

**ATTACHMENTS:** None

**COUNCIL ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**



# 1

**City Manager**

---

**From:** Marc Pompeo <marc@hdownsrealestate.com>  
**Sent:** Friday, February 19, 2021 11:50 AM  
**To:** City Manager  
**Cc:** CJ Zimoski  
**Subject:** Offer - 30 Acres outside City limits  
**Attachments:** Estimated Settlement Costs .pdf; Offer on 30 Acres.pdf; POF.pdf

Hi Jackie,  
I have attached an offer on the City's 30 acres in Bronson. I have included an Estimated Cost form showing the breakdown of this offer.  
The offer includes a 20 day Feasibility Study period allowing the buyer to do any inspections and due diligence for their purchase.  
The contract has an acceptance date of Monday. Let me know if the decision will take longer.  
I've also included this buyer's Proof of Funds showing the purchase money is readily available.

If this will work, please have all pages initialed as indicated for Seller and sign as marked for Seller on Page 7.

Please let me know if there are any questions or concerns.  
Thank you,  
Marc

-----  
**Marc Pompeo - Broker/Owner**  
Harriett Downs Real Estate LLC  
[www.HDownsRealEstate.com](http://www.HDownsRealEstate.com)  
147 N. Main Street, Williston, FL 32696  
**office: 352-528-4400**  
**cell: 352-538-5551**  
**fax: 877-600-0291**

City Manager wrote on 2/16/2021 11:46 AM:

We have been using Levy Title for closing on other properties. Jackie

**From:** Marc Pompeo <marc@hdownsrealestate.com>  
**Sent:** Saturday, February 13, 2021 3:24 PM  
**To:** City Manager <city.manager@willistonfl.org>  
**Subject:** Closing Agent - 30 Acres outside City limits

Hello Jackie,  
Please advise on who you would like to use as a closing agent for this sale.

Thank you,  
Marc

-----  
**Marc Pompeo - Broker/Owner**  
Harriett Downs Real Estate LLC  
[www.HDownsRealEstate.com](http://www.HDownsRealEstate.com)  
147 N. Main Street, Williston, FL 32696



# HARRIETT DOWNS REAL ESTATE LLC

Licensed Real Estate Broker  
147 North Main Street  
Williston, Florida 32696  
352.528.4400  
Branch Office 352.528.5515

## ESTIMATED SETTLEMENT COSTS

Seller: \_\_\_\_\_ City of Williston Buyer: \_\_\_\_\_ NAJAH JIAZ

Property Address: \_\_\_\_\_ 30 Acres NE 115 Street, Bronson, FL 32621 Closing Date: \_\_\_\_\_ March 31, 2021

♦ PURCHASE PRICE:		\$ _____	115,000.00
Binder deposit	\$ _____	1,500.00	
Cash at closing	_____	113,500.00	
New 1st mortgage or mortgage assumed	_____		
Purchase money mortgage or 2nd assumed	_____		
TOTAL		\$ _____	115,000.00

♦ SELLER'S COSTS:			
Real Estate Sales Commission	\$ _____	5,750.00	
Abstracting Costs or Owners Title Insurance Policy	_____	1,185.00	
Documentary Stamps on Deed (.70 per \$100)	_____	805.00	
Attorney's Fee (estimated)	_____		
Preparation of Deed and/or Satisfaction	_____		
Record Satisfaction	_____		
20 _____ Real Estate Taxes Prorated to closing	_____	n/a	
♦ Possible costs by contract provisions			
Termite treatment and/or repair (up to 1.5% of sales price)	_____	0.00	
Repairs or replacement (up to 1.5% of sales price)	_____	0.00	
TOTAL		\$ _____	7,740.00

♦ BUYER'S COSTS:			
Owners Title Insurance Policy/Attorney's Opinion	\$ _____		
Mortgagee's Title Insurance Policy	_____		
Intangible Tax on Mortgage (\$.002)	_____		
Documentary Stamps on Note (\$.35 per \$100.)	_____		
Appraisal Fee or Application Fee	_____		
Survey	_____		
Mortgage Transfer Fee on Assumption	_____		
Termite Inspection	_____		
Mobile Home Title Transfer (per side)	_____		
TOTAL		\$ _____	

♦ BUYER'S ESTIMATED MONTHLY PAYMENTS:			
Principal and Interest	\$ _____		
1/12 annual real estate tax	_____		
1/12 annual hazard insurance premium	_____		
1/12 mortgage insurance premium	_____		
TOTAL		\$ _____	

♦ SELLER'S ESTIMATED NET PROCEEDS:			
Purchase Price	\$ _____	115,000.00	
Less: Existing mortgages	_____	0.00	
Seller's estimated closing costs	_____	7,740.00	
Buyer's costs (if applicable)	_____		
NET \$ TO SELLER (less taxes prorated to closing)		\$ _____	107,260.00

We acknowledge that the above costs are estimates made by the agent and that the final costs will be determined by the closing agent.

Seller: \_\_\_\_\_  
Seller: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**Vacant Land Contract**

1\* **1. Sale and Purchase:** CITY OF WILLISTON ("Seller")  
 2\* and NAJAH JIAZ ("Buyer")  
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:  
 5\* Address: 8515 NE 115TH STREET, BRONSON, FL 32621  
 6\* Legal Description: 29-11-17 0030.00 ACRES W3/4 OF SW1/4 OF NE1/4 OR BOOK 996 PAGE 196  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11\* SEC \_\_\_/TWP \_\_\_/\_\_\_/ RNG \_\_\_ of Levy County, Florida. Real Property ID No.: 03234-002-00  
 12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13 \_\_\_\_\_  
 14\* **2. Purchase Price:** (U.S. currency) \$ 115,000.00  
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: Levy Abstract & Title Co  
 17\* Escrow Agent's Contact Person: Debi Bouchard  
 18\* Escrow Agent's Address: 50 Picnic St Bronson, FL 32621  
 19\* Escrow Agent's Phone: 352-486-2116  
 20\* Escrow Agent's Email: dbouchard@levyabstract.com  
 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**  
 22\*  accompanies offer  
 23\*  will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
 24\* after Effective Date \$ 1,500.00  
 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**  
 26\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
 27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period \$ \_\_\_\_\_  
 28\* **(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)** \$ \_\_\_\_\_  
 29\* **(d) Other:** \$ \_\_\_\_\_  
 30 **(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)**  
 31\* to be paid at closing by wire transfer or other Collected funds \$ 113,500.00  
 32\* **(f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The**  
 33\* **unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_**  
 34\* **prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a**  
 35\* **calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in**  
 36\* **accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the**  
 37\* **calculation: \_\_\_\_\_**  
 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 39\* delivered to all parties on or before February 22, 2021, this offer will be withdrawn and Buyer's deposit, if  
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has**  
 42 **signed or initialed and delivered this offer or the final counter-offer.**  
 43\* **4. Closing Date:** This transaction will close on or before March 31, 2021 ("Closing Date"), unless specifically  
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but  
 45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50 other items.  
 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer MJ (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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53 ("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy  
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56\* (a)  **Buyer** will pay cash for the Property with no financing contingency.

57\* (b)  This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified  
58\* below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date,  
59\* whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days  
60 after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and  
61 other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
62 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be  
63 returned.

64\* (1)  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
65\* or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an  
66\* adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully  
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
69 disclose all such information to **Seller** and Broker.

70\* (2)  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to  
71\* **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

72\* \_\_\_\_\_  
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**  
81 will make the loan.

82\* (3)  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83\* \_\_\_\_\_  
84\* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
85\* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
86\*  fixed  other (describe) \_\_\_\_\_  
87\* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage  
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase  
89\* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the  
90\* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
91 which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**,  
92 this contract will terminate; and **Buyer's** deposit(s) will be returned.

93\* **7. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this  
94\* contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

95\* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
96\* deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
99\* other matters to which title will be subject) \_\_\_\_\_  
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay  
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other  
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104\* (Check one)  **Seller's**  **Buyer's** expense and

105\* (Check one)  within \_\_\_\_\_ days after Effective Date  at least 15 days before Closing Date,

106 (Check one)

107\* (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 20 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer  (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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165\* (2)  **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including  
166 being satisfied that either public sewerage and water are available to the Property or the Property will be  
167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning  
168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not  
170 contingent on Buyer conducting any further investigations.

171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
173 expired or if Paragraph 9(a)(2) is selected.

174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies  
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to  
176 improving the Property and rebuilding in the event of casualty.

177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
183 Department of Environmental Protection, including whether there are significant erosion conditions associated  
184 with the shore line of the Property being purchased.

185\*  Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to  
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the  
191 costs indicated below.

192 (a) **Seller Costs:**  
193 Taxes on deed  
194 Recording fees for documents needed to cure title  
195 Title evidence (if applicable under Paragraph 8)  
196 Estoppel Fee(s)  
197\* Other: \_\_\_\_\_

198 (b) **Buyer Costs:**  
199 Taxes and recording fees on notes and mortgages  
200 Recording fees on the deed and financing statements  
201 Loan expenses  
202 Title evidence (if applicable under Paragraph 8)  
203 Lender's title policy at the simultaneous issue rate  
204 Inspections  
205 Survey  
206 Insurance  
207\* Other: \_\_\_\_\_

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and  
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,  
211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will  
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the  
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not  
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in  
216\* installments,  Seller  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO  
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer WJ ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 4 of 8 pages.



222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by  
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at  
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with  
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate  
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that  
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be  
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph  
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)  
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**  
239 **this contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may  
243 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,  
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive  
245 all payments made by the governmental authority or insurance company, if any.

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

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**  
257 **this contract, regarding any contingency will render that contingency null and void, and this contract will**  
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**  
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**  
260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.  
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**  
263 **incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or  
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
265 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.  
267 Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any  
268 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully  
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This  
270 contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or  
271 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
274 closing or termination of this contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**  
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer <sup>NJ</sup> ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be  
278 liable for the full amount of the brokerage fee.  
279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,  
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the  
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,  
282 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**  
283 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in  
284 equity to enforce **Seller's** rights under this contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
386 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
387 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively  
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this  
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations  
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this  
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside  
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**  
303 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**  
304 **government agencies for verification of the Property condition and facts that materially affect Property**  
305 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
307 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold  
308 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
309 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or  
310 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
311 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
312 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,  
313 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
314 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each  
315 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
316 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
317 This Paragraph will survive closing.

318 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
319 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
320 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
321 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
322 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

323 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
324 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage  
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
327 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.  
328

329  
330 \* Donna J Hatcher 3191367  
331 **Seller's** Sales Associate/License No.

Linda J Cramer 679073  
**Buyer's** Sales Associate/License No.

Buyer NU ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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Form  
Simplicity

332  
333\* dhatcher@c21affiliates.com  
334 **Seller's Sales Associate Email Address**  
335  
336\*  
337 **Seller's Sales Associate Phone Number**  
338  
339\* Harriett Downs Real Estate LLC  
340 **Listing Brokerage**  
341  
342\* 147 North Main Street, Williston, FL 32696  
343 **Listing Brokerage Address**

lindajane@hdownsrealestate.com  
**Buyer's Sales Associate Email Address**  
**Buyer's Sales Associate Phone Number**  
Harriett Downs Real Estate LLC  
**Buyer's Brokerage**  
147 North Main Street, Williston, FL 32696  
**Buyer's Brokerage Address**

345 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
346 **(Check if applicable)**  
347\*  A. Back-up Contract  
348\*  B. Other \_\_\_\_\_

350\* **23. Additional Terms:** \_\_\_\_\_  
351 \_\_\_\_\_  
352 \_\_\_\_\_  
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365 \_\_\_\_\_

366 **COUNTER-OFFER/REJECTION**

367\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
368 deliver a copy of the acceptance to Seller).  
369\*  Seller rejects Buyer's offer

370 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
371 **signing.**

372\* **Buyer:** NAJAH JIAZ Date: 2/18/2021

373\* Print name: NAJAH JIAZ

374\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

375\* Print name: \_\_\_\_\_

376 **Buyer's address for purpose of notice:**

377\* Address: 724 E PAINT STREET Washington Court House, OH 43160

378\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: najahz@yahoo.com

379\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

380\* Print name: \_\_\_\_\_

381\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

382\* Print name: \_\_\_\_\_

Buyer NJ (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

383 **Seller's** address for purpose of notice:

384\* **Address:** \_\_\_\_\_

385\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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

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 TD AMERITRADE  
 VISION OF TD AMERITRADE INC  
 BOX 2209  
 MAHA, NE 68103-2209  
 Ameritrade Clearing, Inc., Member SIPC

## Statement for Account # 755-814319

NAJAH JIAZ  
 724 e point ST  
 WASHINGTON COURT HOUSE, OH 43160-1617

Portfolio Summary							
Investment	Current Value	Prior Value	Period Change	% Change	Estimated Income	Estimated Yield	Portfolio Allocation
Margin Loan	(\$36,237.14)	(\$11,773.70)	(\$24,463.44)	-	\$ -	-	
Insured Dep Acct (IDA)	-	-	-	-	-	-	
Money Market	-	-	-	-	-	-	
Short Balance	-	-	-	-	-	-	
Stocks	184,230.00	150,700.00	33,530.00	22.2%	-	-	
Short Stocks	-	-	-	-	-	-	
Fixed Income	-	-	-	-	-	-	
Options	105,662.21	72,973.41	32,688.80	44.8%	-	-	
Short Options	-	-	-	-	-	-	
Mutual Funds	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
<b>Total</b>	<b>\$253,655.07</b>	<b>\$211,899.71</b>	<b>\$41,755.36</b>	<b>19.7%</b>	<b>\$ 0.00</b>	<b>0.0%</b>	
Margin Equity	77.0%						

## Cash Activity Summary

## Income &amp; Expense Summary

## Performance Summary

	Cash Activity Summary		Income & Expense Summary			Performance Summary	
	Current	YTD	Reportable	Non Reportable	YTD		
Opening Balance	(\$11,773.70)	(\$11,773.70)	Income			Cost Basis As Of - 01/31/21 **	\$180,183.8
Securities Purchased	(189,969.28)	(189,969.28)	Dividends	\$ -	\$ -	Unrealized Gains	125,129.5
Securities Sold	165,603.71	165,603.71	Interest	-	-	Unrealized Losses	(15,421.2)
Funds Deposited	-	-	Other	-	-	Funds Deposited/(Disbursed) <sup>YTD</sup>	-
Funds Disbursed	-	-	Expense			Income/(Expense) <sup>YTD</sup>	(97.96)
Income	-	-	Interest	(82.96)	-	Securities Received/(Delivered) <sup>YTD</sup>	0.0
Expense	(97.96)	(97.96)	Fees	-	(15.00)	**To view realized gains and losses for your account, login at www.tdameritrade.com and visit My Account > Cost Basis.	
Other	0.09	0.09	Other	-	-		
Closing Balance	(\$36,237.14)	(\$36,237.14)	Net	(\$82.96)	(\$15.00)		

#2

**City Manager**

---

**From:** Marc Pompeo <marc@hdownsrealestate.com>  
**Sent:** Monday, February 22, 2021 3:54 PM  
**To:** City Manager  
**Cc:** CJ Zimoski  
**Subject:** Another Offer - 30 Acres outside City limits  
**Attachments:** Estimated Settlement Costs-2.pdf; Vacant Land Contract - VAC-11 (version 4).pdf; Pre-Qual Letter - Hanner.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Jackie,  
 I have attached another offer on the City's 30 acres in Bronson. I have included an Estimated Cost form showing the breakdown of this offer.  
 This offer is for the full asking price however, this buyer will require financing for their purchase. I've included their pre-qual letter from Farm Credit.  
 The contingencies of this offer are:  
 Buyer's financing with loan commitment within 30 days  
 Buyer's feasibility study within 30 days

Whichever offer will work, please have all pages initialed as indicated for Seller and sign as marked for Seller on Page 7.

Please let me know if there are any questions or concerns.  
 Thank you,  
 Marc

-----  
**Marc Pompeo - Broker/Owner**  
**Harriett Downs Real Estate LLC**  
[www.HDownsRealEstate.com](http://www.HDownsRealEstate.com)  
 147 N. Main Street, Williston, FL 32696  
**office: 352-528-4400**  
**cell: 352-538-5551**  
**fax: 877-600-0291**

City Manager wrote on 2/16/2021 11:46 AM:

We have been using Levy Title for closing on other properties. Jackie

**From:** Marc Pompeo <[marc@hdownsrealestate.com](mailto:marc@hdownsrealestate.com)>  
**Sent:** Saturday, February 13, 2021 3:24 PM  
**To:** City Manager <[city.manager@willistonfl.org](mailto:city.manager@willistonfl.org)>  
**Subject:** Closing Agent - 30 Acres outside City limits

Hello Jackie,  
 Please advise on who you would like to use as a closing agent for this sale.

Thank you,  
 Marc

-----



**Marc Pompeo - Broker/Owner**

**Harriett Downs Real Estate LLC**

[www.HDownsRealEstate.com](http://www.HDownsRealEstate.com)

147 N. Main Street, Williston, FL 32696

office: 352-528-4400

cell: 352-538-5551

fax: 877-600-0291

City Manager wrote on 2/4/2021 9:11 AM:

Marc, attached is the listing agreement signed by both Justin Head and myself. Please move forward with listing this property. Thank you for all you do!

**Jackie E. Gorman**

City Manager

City of Williston

(352) 528-3060 ext. 103



**PUBLIC RECORDS NOTICE:** *Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this public entity. Instead, contact this office by phone or in person. Section 668.6076*

---

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[Login](#)

To: [city.manager@willistonfl.org](mailto:city.manager@willistonfl.org)

[Remove](#) this sender from my allow list

From: marc@hdownsrealestate.com

*You received this message because the sender is on your allow list.*



# HARRIETT DOWNS REAL ESTATE LLC

Licensed Real Estate Broker

147 North Main Street  
Williston, Florida 32696  
352.528.4400  
Branch Office 352.528.5515

## ESTIMATED SETTLEMENT COSTS

Seller: \_\_\_\_\_ City of Williston Buyer: \_\_\_\_\_ ANDREW & CAROLYN SUE HANNER

Property Address: \_\_\_\_\_ 30 Acres NE 115 Street, Bronson, FL 32621 Closing Date: \_\_\_\_\_ April 2, 2021

◆PURCHASE PRICE:		\$ _____
Binder deposit	\$ _____	125,000.00
Cash at closing	_____	3,000.00
New 1st mortgage or mortgage assumed	_____	28,250.00
Purchase money mortgage or 2nd assumed	_____	93,750.00
TOTAL		\$ _____

◆SELLER'S COSTS:		
Real Estate Sales Commission	\$ _____	6,250.00
Abstracting Costs or Owners Title Insurance Policy	_____	1,245.00
Documentary Stamps on Deed (.70 per \$100)	_____	875.00
Attorney's Fee (estimated)	_____	
Preparation of Deed and/or Satisfaction	_____	
Record Satisfaction	_____	
20 _____ Real Estate Taxes Prorated to closing	_____	n/a
◆Possible costs by contract provisions		
Termite treatment and/or repair (up to 1.5% of sales price)	_____	0.00
Repairs or replacement (up to 1.5% of sales price)	_____	0.00
TOTAL		\$ _____

◆BUYER'S COSTS:		
Owners Title Insurance Policy/Attorney's Opinion	\$ _____	
Mortgagee's Title Insurance Policy	_____	
Intangible Tax on Mortgage (\$.002)	_____	
Documentary Stamps on Note (\$.35 per \$100.)	_____	
Appraisal Fee or Application Fee	_____	
Survey	_____	
Mortgage Transfer Fee on Assumption	_____	
Termite Inspection	_____	
Mobile Home Title Transfer (per side)	_____	
TOTAL		\$ _____

◆BUYER'S ESTIMATED MONTHLY PAYMENTS:		
Principal and Interest	\$ _____	
1/12 annual real estate tax	_____	
1/12 annual hazard insurance premium	_____	
1/12 mortgage insurance premium	_____	
TOTAL		\$ _____

◆SELLER'S ESTIMATED NET PROCEEDS:		
Purchase Price	\$ _____	125,000.00
Less: Existing mortgages	_____	0.00
Seller's estimated closing costs	_____	8,370.00
Buyer's costs (if applicable)	_____	
NET \$ TO SELLER (less taxes prorated to closing)		\$ _____

We acknowledge that the above costs are estimates made by the agent and that the final costs will be determined by the closing agent.

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

rev 12-16

# Vacant Land Contract



1\* **1. Sale and Purchase:** CITY OF WILLISTON ("Seller")  
 2\* and ANDREW PATRICK HANNER and CAROLYN SUE HANNER ("Buyer")  
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:

5\* Address: 8515 NE 115th St, Bronson, FL 32621  
 6\* Legal Description: 29-11-17 0030.00 ACRES W3/4 OF SW1/4 OF NE1/4 OR BOOK 996 PAGE 196

11\* SEC 29 /TWP /11 /RNG 17 of Levy County, Florida. Real Property ID No.: 0323400200  
 12\* including all improvements existing on the Property and the following additional property:

14\* **2. Purchase Price:** (U.S. currency) ..... \$ 125,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: FLORIDA LEGAL TITLE LLC  
 17\* Escrow Agent's Contact Person: ASHLIE LUCKY  
 18\* Escrow Agent's Address: 4045 NW 43RD STREET SUITE B, GAINESVILLE FL 32606  
 19\* Escrow Agent's Phone: 352-745-7300  
 20\* Escrow Agent's Email:

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
 22\*  accompanies offer  
 23\*  will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
 24\* after Effective Date ..... \$ 3,000.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
 26\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
 27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period..... \$

28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ 93,750.00

29\* (d) Other: ..... \$

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
 31\* to be paid at closing by wire transfer or other Collected funds..... \$ 28,250.00

32\* (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 33\* unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_  
 34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
 37\* calculation: \_\_\_\_\_

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 39\* delivered to all parties on or before 02/24/2021, this offer will be withdrawn and Buyer's deposit, if  
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has  
 42 signed or initialed and delivered this offer or the final counter-offer.

43\* **4. Closing Date:** This transaction will close on 04/02/2021 ("Closing Date"), unless specifically  
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but  
 45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy  
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 \* (a)  Buyer will pay cash for the Property with no financing contingency.  
57 \* (b)  This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified  
58 \* below ("Financing") within 30 days after Effective Date (Closing Date or 30 days after Effective Date,  
59 \* whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within 5 days  
60 after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and  
61 other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the  
62 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be  
63 returned.

64 \* (1)  **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_  
65 \* or 75% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an  
66 \* adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
67 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully  
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
69 disclose all such information to Seller and Broker.

70 \* (2)  **Seller Financing:** Buyer will execute a  first  second purchase money note and mortgage to  
71 \* Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

72 \* \_\_\_\_\_  
73 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow  
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without  
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to  
78 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller  
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller  
81 will make the loan.

82 \* (3)  **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

83 \* \_\_\_\_\_  
84 \* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
85 \* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
86 \*  fixed  other (describe) \_\_\_\_\_  
87 \* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage  
88 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase  
89 \* Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the  
90 \* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
91 \* which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer,  
92 \* this contract will terminate; and Buyer's deposit(s) will be returned.

93 \* **7. Assignability: (Check one) Buyer**  may assign and thereby be released from any further liability under this  
94 \* contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

95 \* **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
96 \* deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
97 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,  
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
99 \* other matters to which title will be subject) \_\_\_\_\_  
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay  
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other  
103 fees charged by closing agent. Seller will deliver to Buyer, at

104 \* (Check one)  Seller's  Buyer's expense and  
105 \* (Check one)  within 30 days after Effective Date  at least 10 days before Closing Date,  
106 (Check one)

107 \* (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
108 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
 110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
 111 **Buyer** within 15 days after Effective Date.

112 \* (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
 113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will  
 115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
 116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
 118 then (1) above will be the title evidence.

119 \* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 \_\_\_\_\_ days (10 days if left blank) but  
 120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to  
 121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**  
 122 \* cures the defects within 30 \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the  
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of  
 124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within  
 125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of  
 126 notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject  
 127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
 129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
 132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).  
 133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
 135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
 136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

138 \* (1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank)  
 139 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
 140 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may  
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations  
 142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's  
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision  
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with  
 145 local, state, and regional growth management plans; availability of permits, government approvals, and  
 146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will  
 147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is  
 148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,  
 149 contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for  
 150 the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns  
 151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**  
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,  
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any  
 154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will  
 155 not engage in any activity that could result in a construction lien being filed against the Property without  
 156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair  
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in  
 158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a  
 159 result of the Inspections.

160 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
 161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
 162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"  
 163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to  
 164 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- 165 \* (2)  **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
  - 166 being satisfied that either public sewerage and water are available to the Property or the Property will be
  - 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
  - 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
  - 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
  - 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
  - 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
  - 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
  - 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
  - 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
  - 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
  - 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
  - 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
  - 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
  - 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
  - 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
  - 184 with the shore line of the Property being purchased.
  - 185 \*  Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
 191 costs indicated below.

192 (a) **Seller Costs:**

- 193 Taxes on deed
- 194 \* Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 \* Estoppel Fee(s)
- 197 \*\* Other: \_\_\_\_\_



198 (b) **Buyer Costs:**

- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207 \* Other: \_\_\_\_\_

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216 \* installments,  Seller  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by  
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at  
227 closing.
- 228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with  
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate  
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that  
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be  
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph  
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)  
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
239 this contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may  
243 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,  
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive  
245 all payments made by the governmental authority or insurance company, if any.



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

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
257\* this contract, regarding any contingency will render that contingency null and void, and this contract will  
258\* be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by  
259\* an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
260\* delivered to or received by that party.**

261\* **15. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.  
262\* **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless  
263\* incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or  
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
265 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
266\* communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.  
267\* Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any  
268 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully  
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This  
270\* contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or  
271 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
274 closing or termination of this contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**  
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be  
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,  
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the  
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,  
282 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**  
283 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in  
284 equity to enforce **Seller's** rights under this contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively  
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this  
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations  
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this  
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside  
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**  
303 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**  
304 **government agencies for verification of the Property condition and facts that materially affect Property**  
305 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
307 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold  
308 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
309 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or  
310 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
311 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
312 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,  
313 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
314 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each  
315 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
316 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
317 This Paragraph will survive closing.

318 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
319 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
320 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
321 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
322 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

323 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
324 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage  
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
327 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.  
328\*

330 Donna Church-hatcher  
331 **Seller's Sales Associate/License No.**

LAURA M GUNTER  
**Buyer's Sales Associate/License No.**

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FarmCreditFL.com

February 22, 2021

Carolyn & Andrew Hanner  
7812 SW 49<sup>th</sup> Place  
Gainesville, FL 32608

Re: Loan Prequalification

Dear Mr. & Mrs. Hanner:

Based upon the information you have provided and the credit information received, you prequalify for a loan in the amount of \$93,750.00 to finance the purchase of agricultural real estate.

This pre-qualification letter does not constitute loan approval of commitment to rate, fees or term. Any misrepresentation in the information you provided or adverse changes in your financial position may void this pre-qualification letter. This pre-qualification is also subject to receipt of additional documentation, acceptable appraisal, clear title and any other requirements for loan processing before a loan decision can be made.

If you have any questions or would like additional information, please do not hesitate to contact me via phone or e-mail. Thank you very much for affording me the opportunity to assist you with your purchase. I look forward to working with you!

Very truly yours,

A handwritten signature in blue ink that reads "St. Hollingsworth".

Steven Hollingsworth, Loan Officer  
NMLS #1724310