

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

DATE: TUESDAY, MARCH 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

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – SWEARING IN OF NEW POLICE OFFICE JEFF HOLCOMB. – MAYOR JERRY ROBINSON

ITEM – 4 – CONSENT AGENDA (pp 5-10)

- Council minutes from March 2, 2021
- Resolution 2021-17: A Resolution of the City Council of the City of Williston, Florida, confirming the results of the Canvassing Board relating to the Referendum election on a proposed amendment to Section 2.04, of the City Charter; confirming the adoption of the amendment; directing the City Attorney to amend the Charter to incorporate the amendment; and directing the City Clerk to file a copy of the amended and restated Charter with the State of Florida, Secretary of State, in accordance with Section 166.031, Florida Statute.

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

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

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- B. DISCUSSION WITH POSSIBLE ACTION: FORECLOSURE; CV14-14 WAYMAR, INC. PROPERTY LOCATED AT 811 E. NOBLE AVE. – CITY PLANNER LAURA JONES. (pp 11-18)
- C. DISCUSSION WITH POSSIBLE ACTION: REVIEW OFFERS FOR CITY OWNED PROPERTY IN BRONSON – CITY MANAGER JACKIE GORMAN. (pp 19-58)
- D. DISCUSSION WITH POSSIBLE ACTION: RENAMING HERITAGE PARK AFTER DR. KEN SCHWIEBERT. – COUNCILMEMBER DEBRA JONES.

ITEM – 6 – NEW BUSINESS –

- A. RESOLUTION 2021-14: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1456, BEGINNING AT PAGE 533, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN – CITY PLANNER LAURA JONES. (pp 59-65)
- B. RESOLUTION 2021-15: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1457, BEGINNING AT PAGE 152, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN. – CITY PLANNER LAURA JONES. (pp 66-72)
- C. RESOLUTION 2021-16: A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RELATED TO IMPROVEMENTS AT THE WILLISTON AIRPORT. – AIRPORT MANAGER BENTON STEGALL.(pp 73-79)
- D. DISCUSSION WITH POSSIBLE ACTION: FOURTH OF JULY CELEBRATION, JULY 3, 2021 AT HORSEMAN’S PARK. – COUNCILMEMBER MICHAEL COX.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM – 8 – ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED MEETING APRIL 6, 2021 AT 6:00 P.M.

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

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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 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.

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.

CITY OF WILLISTON, FLORIDA
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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

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

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

CALL TO ORDER

ROLL CALL

MEMBERS:

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

OTHERS:

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

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Robinson led in prayer and the Pledge of Allegiance to the American Flag.

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

Councilmember Jones moved to approve agenda. Mr. Cox Seconded. On vote, the motion carried, 4-0.

ITEM – 2 – PUBLIC PARTICIPATION

Vonda Williams –Thanked the Council and volunteers for the Cornelius Williams Clean-Up day.

Glen Lewis (305 NE 1st Street) - Complained that the Century Link internet is not adequate. Used to have options with COX and they left so now the only option is Century Link. It is about time the City goes after them and tell them to improve their services. Vice President Robinson mentioned that they will be discussing this topic tonight. He also said there needs to be better traffic control on NE 1st Street. It is being used as a bypass and people are running the stop signs.

ITEM – 3 – CONSENT AGENDA

Councilmember Jones moved to approve minutes from February 16, 2021. Mr. Cox Seconded. On vote, the motion carried, 4-0.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD UPDATES

Deputy City Manager CJ Zimoski said there was a pre-bid meeting for RFP on waste services. The audit has begun. There was a meeting with Passero regarding utility services at the airport.

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

Ms. Jones reviewed the Waymar property that was ready to be foreclosed on. The DEP has delayed the clean-up as it is a low priority property and could take a few years. She recommended cleaning up the property and not foreclosing due to the remediation. It is the gateway into the town and there is not a lot of

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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grass or weeds as it is an old gas station. She believes you could clean it up once and review what needs it has in a few months. Mr. Zimoski said they would probably do it themselves. Mayor Robinson asked if the property owner will pay for the clean-up. Ms. Jones said they have not paid their taxes or their liens and there was a very good chance they would not recoup their costs for cleaning it up. Mayor Robinson does not like that the City will be doing so much for free. Mr. Ross said they should foreclose now because if you wait there will be more problems. Ms. Jones will check with the DEP to make sure there are not additional costs. Mayor Robinson said the cost for the future clean-up may be too much. Council asked for Ms. Jones to discuss with the DEP and bring it back at the next meeting.

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 - PLANNER LAURA JONES Councilmember Jones adopt Resolution 2021-05. Mr. Cox Seconded. On vote, the motion carried, 4-0.
- B. DISCUSSION WITH POSSIBLE ACTION: REVIEW PRELIMINARY PLAT FOR PROPOSED COUNTY LANE ESTATES SUBDIVISION – CITY PLANNER, LAURA JONES - Ms. Jones discussed preliminary plat for County Lanes Estates Subdivision. Planning and Zoning Commission have approved the preliminary plat. Mr. Stephen McMillen, agent for property owner spoke to the plat. The development used to be called Park Place. It was approved and engineering was complete, when the economy crashed and the project stopped. This will bring a lot of people to the City and he described the process of the development. There was some discussion of lot size, the Council would like the lots sizes double checked before the final plat is approved. Councilmember Jones approve the plat as long as they all meet minimum lot size. Mr. Cox Seconded. On vote, the motion carried, 4-0.
- C. RESOLUTION 2021-12: A RESOLUTION TO 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. – Mr. Benton Stegall spoke to the resolution. Reassigning the lease from individual, Mr. Moellman to the company. Mr. Moellman is still a primary shareholder. Mr. Ross moved to approve the motion, Ms. Jones seconded. Mr. Fred Koberlein, City Attorney interjected that Mr. Moellman would no longer be personally responsible for the lease. After discussion, Ms. Jones rescinds her second. She would like to see financial viability of the corporation.
- 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.
Councilmember Jones moved to approve Resolution 2021-13. Mr. Cox Seconded. On vote, the motion carried, 4-0.
- E. DISCUSSION WITH POSSIBLE ACTION: REVIEW OFFERS FOR CITY OWNED PROPERTY IN BRONSON – CITY MANAGER JACKIE GORMAN – Harriot Downs reality listed the property and Mr. Marc Pompeo the realtor has more offers then what were available when the agenda was prepared. He discussed contingencies with offers. He can bring back for the March 16th meeting with a summary of the offers.
- F. DISCUSSION WITH POSSIBLE ACTION: RENAMING HERITAGE PARK PAVILION AFTER DR. KENNETH SCHWIEBERT – COUNCILMEMBER JONES –

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CITY COUNCIL MEETING

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Ms. Jones said Dr. Schweibert has been involved with the CRA since the beginning and he has personally helped build portions of Heritage Park. Councilmember Ross moved to name the pavilion Dr. Kenneth Schweibert Pavilion. Mr. Cox Seconded. On vote, the motion carried, 4-0. Ms. Jones wants to make sure that is the name Dr. Schweibert would want in leu of "Dr. Ken Schweibert".

ITEM – 6 – PUBLIC PARTICIPATION

Steven McMillen looked at the lot sizes and said they are complying. He also would like to know when the rest Heritage Park is going to be done. Ms. Gorman said it is budgeted.

Mr. Marc Pomeo asked about the plat for Country Lane Estates and the traffic control and improvements. Ms. Gorman said that any impact to the roads may be part of a traffic study and will be part of an improvement plan.

Ms. Robinson asked about the broadband. Ms. Gorman introduced Aaron Mills as the City's new IT Manager and discussed the grant that is due Thursday regarding the EPIC grant from Truist Bank and the Internet Society. Mr. Mills discussed the design and how they could bring a broadband fiber in send to customers wirelessly which is better and more affordable then current options. There was some discussion about the range and how it would be managed. If the grant is awarded Mr. Mills will come back with more details. Some discussion over logo, CowLink.

Mr. Glen Lewis said we have bad internet and hopefully this product will work. He also would like to see the Waymar building painted. Asked about the strain on police and fire. He asked what can be done to get the Williston hospital open. He suggested asking Shands to help, maybe build a new facility. He also would like to see a BigLots on the old high school property. He has contacted them to get them to come. Vice President Robinson explained that it is up to BluRoc.

Ms. Jackie Appling discussed Cornelius Williams update and that there is a memorial project being discussed.

ITEM – 7 – ANNOUNCEMENTS

Councilmember Ross asked about the property across the street. Ms. Laura Jones said they only have a demolition permit, no plans yet. He asked about Tractor Supply and Ms. Laura Jones mentioned those building plans came in Monday.

City Clerk Latricia Wright, Uncertified results of election, the increase in pay passed unofficially. Certification is Friday at 10 am.

ITEM – 8 – ADJOURNMENT

The meeting was adjourned at 8:22 PM.

CITY COUNCIL RESOLUTION NO. 2021-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, CONFIRMING THE RESULTS OF THE CANVASSING BOARD RELATING TO THE REFERENDUM ELECTION ON A PROPOSED AMENDMENT TO SECTION 2.04, OF THE CITY CHARTER; CONFIRMING THE ADOPTION OF THE AMENDMENT; DIRECTING THE CITY ATTORNEY TO AMEND THE CHARTER TO INCORPORATE THE AMENDMENT; AND DIRECTING THE CITY CLERK TO FILE A COPY OF THE AMENDED AND RESTATED CHARTER WITH THE STATE OF FLORIDA, SECRETARY OF STATE, IN ACCORDANCE WITH SECTION 166.031, FLORIDA STATUTES.

WHEREAS, the City of Williston, Florida (hereinafter the "City"), by adoption of Ordinance 2020-681, proposed an amendment to the City Charter, Section 2.04, updating the compensation of the current and future councilmembers and mayor; and

WHEREAS, the City Charter required a referendum election to be held on March 2, 2021, and pursuant to the Canvassing Board the amendment to the City Charter, Section 2.04, was adopted by a majority of the electors voting in said referendum election; and

WHEREAS, the City desires to have the amendment to Sections 2.04 incorporated into the Charter as amended and restated and to have the amended and restated Charter filed with the State of Florida, Department of State.

**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. That Section 2.04 of the City Charter be amended to provide the following:

Section 2.04. – Compensation; expenses.

The council may determine the monthly salary of the councilmen, the said salary to be set by ordinance; provided, however, the salary of each councilman shall not be more than four hundred dollars (\$400.00) monthly, and the salary of the president of the city council shall not be more than five hundred dollars (\$500.00) monthly. Councilmen shall receive their actual and necessary expenses in the performance of the duties of their offices. The mayor shall receive a monthly salary in the amount determined by the city council, the said salary to be set by ordinance, provided, however, the salary of the mayor shall be not more than five hundred dollars (\$500.00) monthly. The mayor shall receive his actual and necessary expenses in the performance of his duties of office.

Section 3. The City Attorney is hereby directed to amend the City Charter to include the above amendments and have the City Charter codified.

Section 4. That the City Clerk is hereby directed to file the amended and restated City Charter with the State of Florida, Secretary of State, pursuant to and as required by section 166.031, Florida Statutes.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of March 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

Date: March 16, 2021

CRA AGENDA ITEM

TOPIC: WAYMAR FORECLOSURE

REQUESTED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION:

A discussion with DEP representative regarding site remediation was initiated due City Council's interest in foreclosure on the Waymar property located at 811 E. Noble Ave. Right now the project is on hold. We confirmed that the \$500 deductible is the only cost that the State would charge for clean-up. July 1, 2021 the State renews the remediation program so there would an update on the schedule around that time.

Tax sale May 31, 2021.

LEGAL REVIEW: NA

RECOMMENDED ACTION: If City Council decided to proceed with foreclosure, staff recommends a title search.

FISCAL IMPACTS: \$2,300 for foreclosure, \$500 when site is closed by the State, \$1,500 for initial cleaning (trash and vegetation), \$250 a month for continued maintenance, tax liens \$2,114.33.

ATTACHMENTS: Tax liens
Property appraiser report



Summary

Parcel ID 0591700000
 Location Address 811 E NOBLE AVE
 WILLISTON
 Neighborhood EAST WILLISTON (119)
 Legal Description* 05-13-19 J B EPPERSON ADD BLK 10 LOTS 1 2 3 & 4 -LESS ROAD R/W ON LOTS 2 & 3 OR BOOK 69 PAGE 350
 *The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.
 Property Use Code SERV STATIONS (2600)
 Subdivision J B EPPERSONS ADD TO WILLISTON
 Sec/Twp/Rng 05-13-19
 Tax District WILLISTON (District WI)
 Millage Rate 21.8725
 Acreage 0.680
 Homestead N
 Ag Classification No

[View Map](#)

Owner

Owner Name Waymar Inc 100%
 Mailing Address C/O MARIANNE JACKSON
 16993 NE STATE RD 121
 WILLISTON, FL 32696

Valuation

	2021 Preliminary Value
	Summary
Building Value	\$4,854
Extra Features Value	\$1,150
Market Land Value	\$26,036
Ag Land Value	\$26,036
Just (Market) Value	\$32,040
Assessed Value	\$30,657
Exempt Value	\$0
Taxable Value	\$30,657
Cap Differential	\$1,383
Previous Year Value	\$32,040

Exemptions

Homestead ⇅ 2nd Homestead ⇅ Widow/er ⇅ Disability ⇅ Seniors ⇅ Veterans ⇅ Other ⇅

Building Information

Building	1	Roof Cover	BUILT UP TAR/GRAVEL
Actual Area	1692	Interior Flooring	CONC ON GRADE
Conditioned Area	1260	Interior Wall	MINIMUM FINISH
Actual Year Built	1964	Heating Type	NONE
Use	VEHICLE-SALES/REPAIR	Air Conditioning	NONE
Exterior Wall	CONCRETE BLOCK	Baths	
Roof Structure	FLAT		

Description	Conditioned Area	Actual Area
BASE	1044	1044
CANOPY	0	432
OFFICE FAIR	216	216
Total SqFt	1260	1692

Extra Features

Code Description	BLD	Length	Width	Height	Units
ASPHALT 3	1	0	0	0	5000

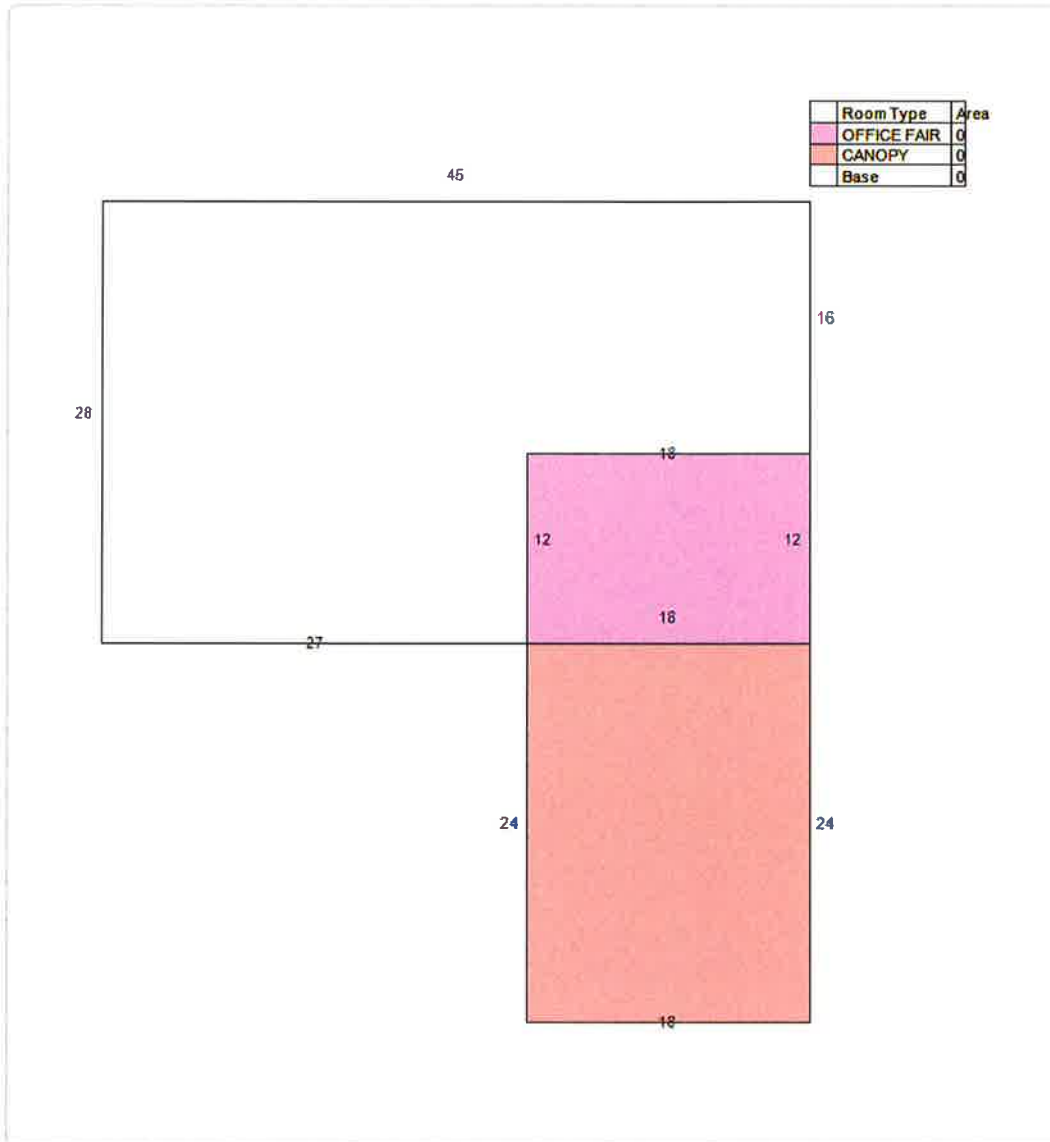
Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
AUTO SALE/REPAIR	0	0	29926	SQ	\$26,036

Sales

Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
12/6/1974	\$28,000.00	WD	69	350	Q	I	DOERR BEN I & JOAN L	WAYMAR INC

Building Sketch



Map



No data available for the following modules: Photos.

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HONORABLE MICHELE LANGFORD
REAL ESTATE

LEVY COUNTY

ACCOUNT NUMBER: 05917-000-00 2020
 ASSESSED VALUE: 27,870
 TAXING AUTHORITY: BOARD OF CO COMMISSIONERS
 COUNTY: BOARD OF CO COMMISSIONERS
 SCHOOL: SCHOOL - STATE
 SCHOOL: SCHOOL - LOCAL
 SCHOOL: SCHOOL-BASIC DISC
 WATER: SWFWMD
 CITY: CITY OF WILLISTON

EXEMPTIONS: * NONE *
 MILLAGE RATE: 9.0000
 EXEMPTIONS: 3.7390
 EXEMPTIONS: 1.5000
 EXEMPTIONS: .7480
 EXEMPTIONS: .2669
 EXEMPTIONS: 6.5000

TAXABLE VALUE: 27,870
 TAXABLE VALUE: 27,870
 TAXABLE VALUE: 32,040
 TAXABLE VALUE: 32,040
 TAXABLE VALUE: 32,040
 TAXABLE VALUE: 27,870
 TAXABLE VALUE: 27,870

TAXES: 0
 TAXES: 0
 TAXES: 0
 TAXES: 0
 TAXES: 0
 TAXES: 0

COUNTY ASSESSED: 27,870
 SCHOOL ASSESSED: 32,040

EXEMPTION:NONE
 21.75390

LEVYING AUTHORITY: AMBULANCE (BD OF CO COMM)
 PURPOSE: AMBULANCE
 RATES/BASIS: 811 E NOBLE AVE WIL
 AMOUNT: 16.92

NON AD VALOREM ASSESSMENTS: 16.92
 COMBINED TAXES & ASSESSMENTS TOTAL: 648.18

PROPERTY:
 ADDR:811 E NOBLE AVE WIL
 05-13-19 J B EPPERSON ADD BLK 10
 LOTS 1 2 3 & 4 -LESS ROAD R/W ON
 LOTS 2 & 3 OR BOOK 69 PAGE 350
PRIOR YEARS DUE, PLEASE CALL

IF PAID BY:	MAR 31, 2021	DELINQUENT	CERTIFIED	APR 30, 2021	TAX SALE ON
PLEASE PAY:	648.18	APRIL 1	FUNDS ONLY	667.63	MAY 31, 2021
HONORABLE MICHELE LANGFORD			LEVY COUNTY		
REAL ESTATE					

IF PAID BY:	MAR 31, 2021	DELINQUENT	CERTIFIED	APR 30, 2021	TAX SALE ON
PLEASE PAY:	648.18	APRIL 1	FUNDS ONLY	667.63	MAY 31, 2021
EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:	
		WI			

VALUES AND EXEMPTIONS: 648.18
 COUNTY ASMT: 27,870
 COUNTY TXBL: 27,870
 SCHOOL ASMT: 32,040
 SCHOOL TXBL: 32,040

TAXES: 648.18
 TOTAL: 648.18

HONORABLE MICHELE LANGFORD
 310 SCHOOL ST
 BRONSON, FL 32621

811 E NOBLE AVE WIL
 SEE TAX ROLL FOR MORE LEGAL
PRIOR YEARS DUE, PLEASE CALL

05917-000-00 2020
 WAYMAR INC
 C/O MARIANNE JACKSON
 16993 NE STATE RD 121
 WILLISTON, FL 32696

[Back to Search Results](#)

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Tax Roll Property Summary							
Account Number	05917-000-00			Type	REAL ESTATE		
Address	811 E NOBLE AVE WIL			Status			
Sec/Twn/Rng				Subdivision			
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	Pay Online
2005	CER	2006-00000957-00	REDEEMED	07/2007	1,211.13		Certificate
2006	R	2006 05917-000-00	CER SOLD	06/2007			Tax Bill
2006	CER	2007-00001158-00	REDEEMED	03/2009	1,295.95		Certificate
2007	R	2007 05917-000-00	CER SOLD	05/2008			Tax Bill
2007	CER	2008-00001616-00	REDEEMED	03/2010	1,134.48		Certificate
2008	R	2008 05917-000-00	CER SOLD	06/2009			Tax Bill
2008	CER	2009-00001604-00	REDEEMED	07/2010	1,323.58		Certificate
2009	R	2009 05917-000-00	CER SOLD	05/2010			Tax Bill
2009	CER	2010-00001778-00	REDEEMED	01/2011	1,120.05		Certificate
2010	R	2010 05917-000-00	CER SOLD	05/2011			Tax Bill
2010	CER	2011-01001642-00	REDEEMED	04/2013	1,136.07		Certificate
2011	R	2011 05917-000-00	CER SOLD	05/2012			Tax Bill
2011	CER	2012-01001508-00	REDEEMED	04/2014	981.65		Certificate
2012	R	2012 05917-000-00	CER SOLD	05/2013			Tax Bill
2012	CER	2013-01001883-00	REDEEMED	06/2015	671.20		Certificate
2013	R	2013 05917-000-00	CER SOLD	05/2014			Tax Bill
2013	CER	2014-00001911-00	REDEEMED	12/2015	775.83		Certificate
2014	R	2014 05917-000-00	CER SOLD	05/2015			Tax Bill
2014	CER	2015-00001832-00	REDEEMED	04/2017	805.37		Certificate
2015	R	2015 05917-000-00	CER SOLD	05/2016			Tax Bill
2015	CER	2016-00001928-00	REDEEMED	03/2018	841.76		Certificate
2016	R	2016 05917-000-00	CER SOLD	05/2017			Tax Bill
2016	CER	2017-00001908-00	REDEEMED	01/2019	750.80		Certificate
2017	R	2017 05917-000-00	CER SOLD	05/2018			Tax Bill
2017	CER	2018-00001765-00	REDEEMED	11/2019	695.15		Certificate
2018	R	2018 05917-000-00	CER SOLD	05/2019			Tax Bill
2018	CER	2019-00001854-00	UNPAID			724.21	<input type="checkbox"/> Certificate
2019	R	2019 05917-000-00	CER SOLD	05/2020			Tax Bill
2019	CER	2020-00001929-00	UNPAID			741.94	<input type="checkbox"/> Certificate
2020	R	2020 05917-000-00	UNPAID			648.18	<input type="checkbox"/> Tax Bill
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	Pay Online





Please select from the main menu below by hovering your mouse and clicking your selection

[Main Menu](#) ▾
 [Property Tax](#) ▾
 [View the Shopping Cart](#)
 [Support](#) ▾

Zoom: 100% ▾

Credit and debit cards are accepted for payment. Credit cards will be charged a standard rate as regular credit cards. If paying by debit card, a flat charge of \$2.00 will be added to your payment.

You are now allowed to pay by ACH - checking with no additional fee.

The processing fee shown below is the charge you would be charged only if using a credit card.

Your receipt will show the actual amount that was added to your payment.

Please limit the number of accounts placed into the shopping cart to 30 items at a time. Any more than that can cause the transaction to be declined.

[Previous Details Page](#)

Shopping Cart Summary					Click here for help
Property ID/License ID/Account	Year	Owner Name	Type of Payment	Amount	
2019-00001854-00	2019	WAYMAR INC	Tax	\$724.21	Remove
2020-00001929-00	2020	WAYMAR INC	Tax	\$741.94	Remove
2020_05917-000-00	2020	WAYMAR INC	Tax	\$648.18	Remove

Shopping Cart Total: \$2,114.33

Credit/Debit Card Payment

As a convenience to our taxpayers, we offer the option of On-line payment service. This service is provided by Point and Pay, Inc. In order to use this credit card or debit card option, you must agree to an additional convenience fee per transaction. Credit cards are charged a 2.39% convenience fee, or a minimum of \$2.00, whichever is greater. Debit cards are charged a flat \$2.00 processing fee per transaction and will only show once payment has been submitted. The Levy County Tax Collector's office does not collect or receive any monies from this convenience fee. It is strictly a processing fee charged by Point and Pay in order to provide this convenient service to you.

Shopping Cart Total:	\$2,114.33
Processing Fee:	\$50.53
Total Credit/Debit Card Charge:	\$2,164.86

ACH - Checking Account Payment

As a convenience to our taxpayers, we also offer the option of on-line payment directly debited to your checking account. In order to use this ACH option, you must provide the Bank Routing Number and Bank Account Number located at the bottom of your checks.

Total ACH - Checking Account Payment:	\$2,114.33
---------------------------------------	------------

CURRENT ACCOUNT DETAILS

Account Number	2020	0591700000	Tax Bill
-----------------------	------	------------	--------------------------

PRIOR YEARS DUE, PLEASE CALL

Property Description		Owner Information				
05-13-19 J B EPPERSON ADD BLK 10		WAYMAR INC				
LOTS 1 2 3 & 4 -LESS ROAD R/W O		C/O MARIANNE JACKSON				
N LOTS 2 & 3 OR BOOK 69 PAGE 350		16993 NE STATE RD 121				
		WILLISTON,FL 32696				
Current Values and Exemptions		Taxes and Fees Levied				
COUNTY ASMT	27,870	TAXES	648.18			
COUNTY TXBL	27,870	TOTAL	648.18			
SCHOOL ASMT	32,040					
SCHOOL TXBL	32,040					
IF PAID BY:	MAR 31, 2021	DELINQUENT	CERTIFIED			
			APR 30, 2021			
			TAX SALE ON			
PLEASE PAY:	648.18	APRIL 1	FUNDS ONLY			
			667.63			
			MAY 31, 2021			
Post Date	Receipt #	Pmt Type	Status	Disc	Interest	Total

Links of Interest

[LINK TO PROPERTY APPRAISER](#)

COUNCIL AGENDA ITEM

March 16, 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 (4) offers for consideration by Council.

LEGAL REVIEW: None

FISCAL IMPACTS: Included in offer

RECOMMENDED ACTION:

ATTACHMENTS: 4 - Estimated Settlement Costs
4 - Contracts

COUNCIL ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

City Manager

From: Marc Pompeo <marc@hdownsrealestate.com>
Sent: Monday, March 8, 2021 4:03 PM
To: City Manager
Cc: CJ Zimoski
Subject: Re: Agenda - Offers received on 30 Acres
Attachments: Vacant Land Contract - Blower 125k cash.pdf; Estimated Settlement Costs - Blower.pdf; Vacant Land Contract - Hanner 125k financing.pdf; Estimated Settlement Costs - Hanner.pdf; Pre-Qual Letter - Hanner.pdf; Offer on 30 Acres - Jiaz.pdf; POF.pdf; Estimated Settlement Costs - Jiaz .pdf; Offer on 30 Acres - St._Jean.pdf; Estimated Settlement Costs - St Jean.pdf

Hello Jackie,

I have attached the 4 offers for the next Council meeting. I've included an Estimated Cost breakdown for each along with buyer's pre-qualification letters on those that need financing.

I've labeled the attachments with the buyer's names.

Of these offers, the one from Blower is the best. It's a full price, cash offer with a 15 day Feasibility Study period.

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

147 N. Main Street, Williston, FL 32696

office: 352-528-4400

cell: 352-538-5551

fax: 877-600-0291

City Manager wrote on 3/2/2021 12:19 PM:

Hi Marc, I feel sure they will ask. I am on canvassing board for the elections tonight and will make sure CJ knows to advise council. You may want to attend. Thanks for all you are doing. Jackie

From: Marc Pompeo <marc@hdownsrealestate.com>

Sent: Tuesday, March 2, 2021 10:42 AM

To: City Manager <city.manager@willistonfl.org>

Cc: CJ Zimoski <cj.zimoski@willistonfl.org>

Subject: Re: Agenda - Offers received on 30 Acres

Hello Jackie,

I have two more offers on this property. What do you suggest as the best way to notify Council of these offers prior to them making a decision on the two offers they have on today's agenda?

I can attend today's meeting if that would be an appropriate way to provide notice.

Thank you,
Marc



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: Joshua & Halima Blower

Property Address: 30 Acres NE 115 Street, Bronson, FL 32621 Closing Date: April 18, 2021

♦PURCHASE PRICE:		\$ <u>125,000.00</u>
Binder deposit	\$ <u>2,000.00</u>	
Cash at closing	<u>123,000.00</u>	
New 1st mortgage or mortgage assumed	<u> </u>	
Purchase money mortgage or 2nd assumed	<u> </u>	
	TOTAL	\$ <u>125,000.00</u>

♦SELLER'S COSTS:		
Real Estate Sales Commission	\$ <u>6,250.00</u>	
Abstracting Costs or Owners Title Insurance Policy	<u>1,245.00</u>	
Documentary Stamps on Deed (.70 per \$100)	<u>875.00</u>	
Attorney's Fee (estimated)	<u> </u>	
Preparation of Deed and/or Satisfaction	<u> </u>	
Record Satisfaction	<u> </u>	
20 21 Real Estate Taxes Prorated to closing	<u>n/a</u>	
♦Possible costs by contract provisions		
Termite treatment and/or repair (up to 1.5% of sales price)	<u>0.00</u>	
Repairs or replacement (up to 1.5% of sales price)	<u>0.00</u>	
	TOTAL	\$ <u>8,370.00</u>

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

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

♦SELLER'S ESTIMATED NET PROCEEDS:		
Purchase Price	\$ <u>125,000.00</u>	
Less: Existing mortgages	<u>0.00</u>	
Seller's estimated closing costs	<u>8,370.00</u>	
Buyer's costs (if applicable)	<u> </u>	
	NET \$ TO SELLER (less taxes prorated to closing)	\$ <u>116,630.00</u>

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. Sale and Purchase: City of williston ("Seller") and Joshua Blower Halima Blower ("Buyer")
2. Purchase Price: (U.S. currency) \$ 125000
(a) Initial deposit (\$0 if left blank) (Check if applicable)
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)
(d) Other:
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.)
3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before March 20, 2021, this offer will be withdrawn and Buyer's deposit, if any, will be returned.
4. Closing Date: This transaction will close on 04/18/2021 ("Closing Date"), unless specifically extended by other provisions of this contract.
5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages. VAC-13 Rev. 2/20

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

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

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) warranty Deed, 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 3 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

Buyer _____ and Seller _____ acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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 15 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.

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.

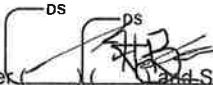
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 * Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 * Estoppel Fee(s)
 197 ** Other: _____

- 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: Feasibility study

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  and Seller  acknowledge receipt of a copy of this page, which is 4 of 8 pages.
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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*
329*
330 Donna Hatcher/Marc Pompeo
331 **Seller's** Sales Associate/License No.

Elizabeth Roberts 3458086
Buyer's Sales Associate/License No.

Buyer  and Seller  () ()

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332 marc@hdownsrealestate.com
333 **Seller's Sales Associate Email Address**

lgilliesroberts@kw.com
Buyer's Sales Associate Email Address

335 352-538-9841
336 **Seller's Sales Associate Phone Number**

352-601-0438
Buyer's Sales Associate Phone Number

338 Harriet Downs Real Estate LLC
339 **Listing Brokerage**

keller williams Cornerstone Realty
Buyer's Brokerage

341 147 N Main St williston FL 32696
342 **Listing Brokerage Address**

1918 SE 17th Street
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- A. Back-up Contract
- B. Other _____

23. Additional Terms: _____

- 1. Closing on or before April 18,2021
- 2. Contingent upon feasibility study.
- 3. Feasibility study to be completed on or before April 1, 2021
- 4. Results of all land inspections shall be satisfactory to the buyer and at the buyer's sole discretion.
- 5. Buyer understand and accepts that he/she is buying the subject property without ever seeing it(site unseen). Buyer is provided ample time to do all inspections per the contract and to review all documents pertaining to the purchase of the subject property.
- 6. Buyer agrees to releases and hold harmless keller williams/Cornerstone Realty and all it's agents and assigns from all claims of any nature or kind whatsoever arising from or connected with the conveyance of subject property.

COUNTER-OFFER/REJECTION

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

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

Buyer: _____ Date: 3/7/2021 | 1:12 PM NST

Print name: Joshua Blower

Buyer: _____ Date: 3/7/2021 | 2:21 PM NST

Print name: Halima Blower

Buyer's address for purpose of notice:

Address: 6603 Barrett Rd Church Falls VA 22046

Phone: _____ Fax: _____ Email: blhomesteadhomies@gmail.com

Seller: _____ Date: _____

Print name: City of Williston

Seller: _____ Date: _____

Print name: _____

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

384* **Address:** P.O Drawer 160 williston FL 32696

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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Phone (352) 463-2376 • Fax (352) 463-7416
FarmCreditFL.com

February 22, 2021

Carolyn & Andrew Hanner
7812 SW 49th 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



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

7 _____

8 _____

9 _____

10 _____

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: _____

13 _____

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 03/03/2021, 03/17/2021, 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 04/06/2021, 04/15/2021 ("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

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*
329*

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

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

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332
333 donna@hdownsrealestate.com
334 Seller's Sales Associate Email Address

laura@thomasgrouprealty.com
Buyer's Sales Associate Email Address

335
336
337 Seller's Sales Associate Phone Number

352-494-1393
Buyer's Sales Associate Phone Number

338
339 Harriett Downs Real Estate, LLC
340 Listing Brokerage

BETTER HOMES AND GARDENS THOMAS GROUP REALTY
Buyer's Brokerage

341
342
343 Listing Brokerage Address

5346 Southwest 91 Terrace, Gainesville, FL 32608
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

349
350* 23. Additional Terms:
351
352
353
354
355
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364
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:   Date: _____

373* Print name: ANDREW PATRICK HANNER

374* Buyer:   Date: _____

375* Print name: CAROLYN SUE HANNER

376 Buyer's address for purpose of notice:

377* Address: _____


378* Phone: _____ Fax: _____ Email: aphaner@yahoo.com

379* Seller: _____ Date: _____

380* Print name: _____

381* Seller: _____ Date: _____

382* Print name: _____

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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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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: James & Joan St. Jean

Property Address: 30 Acres NE 115 Street, Bronson, FL 32621 Closing Date: March 29, 2021

♦PURCHASE PRICE:		\$ <u>125,000.00</u>
Binder deposit	\$ <u>25,000.00</u>	This buyer wants the City to remove trash
Cash at closing	<u>100,000.00</u>	
New 1st mortgage or mortgage assumed	<u> </u>	
Purchase money mortgage or 2nd assumed	<u> </u>	
TOTAL		\$ <u>125,000.00</u>

♦SELLER'S COSTS:		
Real Estate Sales Commission	\$ <u>6,250.00</u>	
Abstracting Costs or Owners Title Insurance Policy	<u>1,245.00</u>	
Documentary Stamps on Deed (.70 per \$100)	<u>875.00</u>	
Attorney's Fee (estimated)	<u> </u>	
Preparation of Deed and/or Satisfaction	<u> </u>	
Record Satisfaction	<u> </u>	
20 <u>21</u> Real Estate Taxes Prorated to closing	<u>n/a</u>	
♦Possible costs by contract provisions		
Termite treatment and/or repair (up to 1.5% of sales price)	<u>0.00</u>	
Repairs or replacement (up to 1.5% of sales price)	<u>0.00</u>	
TOTAL		\$ <u>8,370.00</u>

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

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

♦SELLER'S ESTIMATED NET PROCEEDS:		
Purchase Price	\$ <u>125,000.00</u>	
Less: Existing mortgages	<u>0.00</u>	
Seller's estimated closing costs	<u>8,370.00</u>	
Buyer's costs (if applicable)	<u> </u>	
NET \$ TO SELLER (less taxes prorated to closing)		\$ <u>116,630.00</u>

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 James St. Jean, Joan St. Jean ("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 115 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 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: *SEE ADDITIONAL
13 **TERMS***

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: Levy Abstract and Title
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 5 days (3 days if left blank)
24 * after Effective Date \$ 25,000.00

25 (b) Additional deposit to 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 5) (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 \$ 100,000.00

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 7(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 March 3, 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 March 29, 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 (JSJ) (JSJ) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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 7 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

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

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

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

139 (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 20 days (30 days if left blank)
140 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
141 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may
142 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
143 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
144 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
145 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
146 local, state, and regional growth management plans; availability of permits, government approvals, and
147 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
148 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
149 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
150 contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for
151 the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
152 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
153 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
154 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
155 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
156 not engage in any activity that could result in a construction lien being filed against the Property without
157 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
158 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
159 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
160 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.

Buyer (JSJ) (JSJ) 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 the deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 Estoppel Fee(s)
- 197 * Other: **THOSE OF RECORD**

- 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 * paid in 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 16 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
331

Donna Hatcher

Seller's Sales Associate/License No.

Randy Wilkerson- SL3352261

Buyer's Sales Associate/License No.

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donna@hdownsrealestate.com
Seller's Sales Associate Email Address
(352)538-9841
Seller's Sales Associate Phone Number
Harriet Downs Real Estate LLC
Listing Brokerage
147 North Main St.
Williston, Fl. 32696
Listing Brokerage Address

randy@ucsmith.com
Buyer's Sales Associate Email Address
(352)463-7770
Buyer's Sales Associate Phone Number
United Country Smith and Associates
Buyer's Brokerage
934 East Wade Street
Trenton, FL 32693
Buyer's Brokerage Address

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

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23. Additional Terms: BUYER(S) acknowledge that they are personally responsible in satisfying themselves as to the buildability, ordinances, zoning, and uses of the subject property from local county building and zoning departments and/ or any other governing offices. Smith and Associates encourages buyer to contact Building and Zoning Department in the county of their purchase to obtain a certificate of land use compliance. It is recommended that BUYERS have a professional home inspection performed, a wood-destroying organism inspection, and obtain a survey (if required/ wanted) and insurance policy binder prior to closing. BUYERS should direct and all inquiries regarding the results of any inspection and/ or survey to the appropriate professional.

****Buyer is requesting the debris/ garbage be removed from North property line***

366

COUNTER-OFFER/REJECTION

367 *
368
369 *

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

370
371

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

372 *
373

Buyer: James St. Jean Date: 2/28/2021
84C2101185E0443

374 *
375

Buyer: Joan St. Jean Date: 2/28/2021
84C2101185E0443

376

Buyer's address for purpose of notice:

377 *
378 *

Address: 1 Canal St. Meredith, N.H 03253
Phone: _____ Fax: _____ Email: jstjeanx2@msn.com

379 *

Seller: _____ Date: _____

380 *

Print name: City of Williston

381 *

Seller: _____ Date: _____

382 *

Print name: _____

Buyer (JSJ) (JSJ) 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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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.

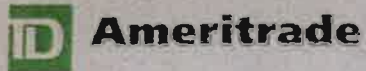
Seller: _____

Date: _____

Seller: _____

Date: _____

rev 12-16



Statement Reporting Period:

01/01/21 - 01/31/21

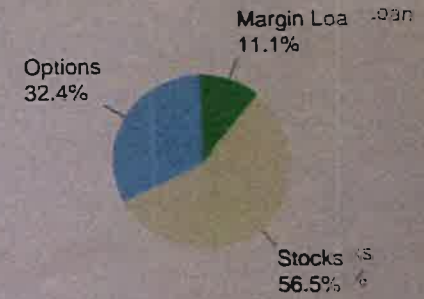
10-669-3900
 TD AMERITRADE
 VISION OF TD AMERITRADE INC
 P O BOX 2209
 MAHA, NE 68103-2209
 TD Ameritrade Clearing, Inc., Member SIPC

Statement for Account # 755-814319

MAJAH SAZ
 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	-	-	-	-	-	-	
Total	\$253,655.07	\$211,899.71	\$41,755.36	19.7%	\$ 0.00	0.0%	
Margin Equity							77.0%



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) ^{YTD}	-
Funds Disbursed	-	-	Expense			Income/(Expense) ^{YTD}	(97.96)
Income	-	-	Interest	(82.96)	-	Securities Received/(Delivered) ^{YTD}	0.0
Expense	(97.96)	(97.96)	Fees	-	(15.00)		
Other	0.09	0.09	Other	-	-		
Closing Balance	(\$36,237.14)	(\$36,237.14)	Net	(\$82.96)	(\$15.00)		

**To view realized gains and losses for your account, login at www.tdameritrade.com and visit My Account > Cost Basis.

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 _____ March 4, 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

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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 _____
74 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
75 forms generally accepted in the county where the Property is located; will provide for a late payment fee
76 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
77 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
78 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
79 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
80 to obtain credit, employment, and other necessary information to determine creditworthiness for the
81 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
82 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.

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

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

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

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

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

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

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

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

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** 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
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.

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332
333* dhatcher@c21affiliates.com

lindajane@hdownsrealestate.com

334 **Seller's Sales Associate Email Address**

Buyer's Sales Associate Email Address

336*
337 **Seller's Sales Associate Phone Number**

Buyer's Sales Associate Phone Number

338
339* Harriett Downs Real Estate LLC

Harriett Downs Real Estate LLC

340 **Listing Brokerage**

Buyer's Brokerage

341
342* 147 North Main Street, Williston, FL 32696

147 North Main Street, Williston, FL 32696

343 **Listing Brokerage Address**

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 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____
363 _____
364 _____
365 _____

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: 2/25/2021

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: najahjz@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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Date: March 16, 2021

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2021-14: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1456, BEGINNING AT PAGE 533, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.

REQUESTED BY: LAURA JONES PREPARED BY: ATTY. FRED KOBERLEIN, JR.

BACKGROUND / DESCRIPTION: SATISFACTION OF LIEN

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1456, BEGINNING AT PAGE 533, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.

WHEREAS, the City of Williston, Florida (hereinafter the "City") is the holder of a City Code Enforcement Lien (hereinafter the "City Lien") against property owned, controlled, or possessed by Eugene Days, (hereinafter the "Property Owner") at the time of the entry of the *Findings of Fact and Conclusions of Law and Order* that has been recorded in the Official Records Book 1456, beginning at Page 533, of the public records of Levy County, Florida; and

WHEREAS, the City desires to release, terminate and cancel the City Lien by recording a *Release and Satisfaction of Lien*, a copy of which is attached hereto and made a part of this resolution.

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.

FLK/bm
02.18.2021

Section 2. The City hereby authorizes the President to execute the *Release and Satisfaction of Lien* and directs that said instrument be recorded in the public records of Levy County, Florida.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of March 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

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT
OF THE CITY OF WILLISTON, FLORIDA**

City of Williston, Florida,
Petitioner,

Case No.: CV 17-23

vs.

Eugene Days
8350 NE 166th Avenue
Williston, FL 32696
Respondents.

_____ /

RELEASE AND SATISFACTION OF LIEN

COMES NOW, the Petitioner-Lienor, CITY OF WILLISTON, FLORIDA (herein "City"), which filed and recorded a lien on May 17, 2018, through its *Findings of Fact and Conclusions of Law and Order*, a copy of such being attached hereto as "Exhibit A" and incorporated herein, at Official Records Book 1456, Page 533, Official Records of Levy County, Florida, on the property owned by Respondent, Eugene Days.

Upon consideration of the premises of this matter the City Council of the City of Williston, at a duly noticed meeting on _____ day of March 2021 did deliberate and vote to release all liens on the Property created by the aforementioned lien.

NOW THEREFORE, the City of Williston hereby releases all liens and right of lien or claim of whatsoever kind or character on the Property by the City of Williston, Florida through the date hereof, including, but not limited to, that aforementioned lien recorded in the Public Records of Levy County, Florida as first stated herein.

[Remainder of page left blank intentionally. Signatures
appear on the next page.]

Signed this __ day of March 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Justin Head,
President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright,
City Clerk

BY: _____
Frederick L. Koberlein Jr.,
City Attorney

**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 by Justin Head, President, and Latricia Wright, City Clerk, on behalf of the City of Williston, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

INSTR # 638525, OR BK: 1456 PG: 533, Recorded 5/17/2018 11:06 AM

Rec: \$18.50 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk MBASS

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT
OF THE CITY OF WILLISTON, FLORIDA**

CITY OF WILLISTON, FLORIDA

vs.

Case No. CV17-23

Eugene Days
8350 NE 166th Ave.
Williston, FL 32696

Respondent

Certificate of Secretary

I hereby certify that this is a true and correct copy of the original

Findings of Fact & Conclusions of Law & Order
as executed by the Chairman of the City of Williston Code Enforcement Board
Latricia Wright
Latricia Wright

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

This CAUSE came on for public hearing before the Board on December 18, 2017, pursuant to Chapter 46 of the City of Williston Code of Ordinances. After due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator thereupon issues its Findings of Fact and Conclusion of Law and order as follows:

I. FINDINGS OF FACT

The Board makes the following findings of fact:

1. That the Respondent(s), Eugene Days, is the owner(s) of real property located at 118 NE 9th St. which is within the corporate municipal boundaries of the City of Williston, Florida.
2. That sufficient evidence was presented by the code enforcement office to demonstrate that property constitutes a hazardous land as defined in Section 48-2, City of Williston Code of Ordinances.
3. That sufficient evidence was presented by the code enforcement office to demonstrate that there exists upon this property and excessive vegetation.
4. That the Respondent did not attend the meeting to present any defense.

II. CONCLUSIONS OF LAW

Based upon the testimony heard and the evidence presented, the Code Enforcement Board concludes:

1. That the property located at 118 NE 9th St. is a hazardous because of the hazardous/unsafe building
2. That the respondent shall have zero (0) days from the issuance of this Order to Correct to bring the property into compliance with the City of Williston Code of Ordinances. This date is IMMEDIATELY and Administrative Fine in the amount of Fifty Dollars (\$50.00) per day beginning December 19, 2017 for each day the violation(s) continue(s) violation is (are) cleared, commencement of a foreclosure or until extinguished, plus prosecution fees in the amount of \$250.00.

Based upon the above conclusions, the Code Enforcement Officer or Land Development Regulations Administrator may proceed accordingly with enforcement under Chapter 46, Article VII of the City of Williston Code of Ordinances. Failure of the respondent to bring the property fully into compliance by the date stipulated above will result in an automatic referral to the Board of Adjustment and Code Enforcement for non-compliance.

DONE AND ORDERED THIS 18th day of December 2017, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE ENFORCEMENT OF THE CITY OF WILLISTON, FLORIDA

Sharon Brannan
Sharon Brannan, Chairperson

(STATE OF FLORIDA)
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 20th day of December 2017, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me



Latricia Faison Wright
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail to the Respondent, Eugene Days 8350 NE 166th Ave., Williston, FL 32696 this 20th day of December 2017.

Latricia Wright
Latricia Wright, Board Secretary

Date: March 16, 2021

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2021-15: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1456, BEGINNING AT PAGE 533, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.

REQUESTED BY: LAURA JONES PREPARED BY: ATTY. FRED KOBERLEIN, JR.

BACKGROUND / DESCRIPTION: SATISFACTION OF LIEN

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1457, BEGINNING AT PAGE 152, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN.

WHEREAS, the City of Williston, Florida (hereinafter the "City") is the holder of a City Code Enforcement Lien (hereinafter the "City Lien") against property owned, controlled, or possessed by Ross and Dawn Falisi, (hereinafter the "Property Owners") at the time of the entry of the *Findings of Fact and Conclusions of Law and Order* that has been recorded in the Official Records Book 1457, beginning at Page 152, of the public records of Levy County, Florida; and

WHEREAS, the City desires to release, terminate and cancel the City Lien by recording a *Release and Satisfaction of Lien*, a copy of which is attached hereto and made a part of this resolution.

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.

FLK/bm
02.18.2021

Section 2. The City hereby authorizes the President to execute the *Release and Satisfaction of Lien* and directs that said instrument be recorded in the public records of Levy County, Florida.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of March 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

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT
OF THE CITY OF WILLISTON, FLORIDA**

City of Williston, Florida,
Petitioner,

Case No.: CV 18-13

vs.

Ross & Dawn Falisi
16135 NW 162nd Terrace
Williston, Florida 32696
Respondents.

_____ /

RELEASE AND SATISFACTION OF LIEN

COMES NOW, the Petitioner-Lienor, CITY OF WILLISTON, FLORIDA (herein "City"), which filed and recorded a lien on May 22, 2018, through its *Findings of Fact and Conclusions of Law and Order*, a copy of such being attached hereto as "Exhibit A" and incorporated herein, at Official Records Book 1457, Page 152, Official Records of Levy County, Florida, on the property owned by Respondents, Ross and Dawn Falisi.

Upon consideration of the premises of this matter the City Council of the City of Williston, at a duly noticed meeting on _____ day of March 2021, did deliberate and vote to release all liens on the Property created by the aforementioned lien.

NOW THEREFORE, the City of Williston hereby releases all liens and right of lien or claim of whatsoever kind or character on the Property by the City of Williston, Florida through the date hereof, including, but not limited to, that aforementioned lien recorded in the Public Records of Levy County, Florida as first stated herein.

[Remainder of page left blank intentionally. Signatures
appear on the next page.]

Signed this __ day of March 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Justin Head,
President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright,
City Clerk

BY: _____
Frederick L. Koberlein Jr.,
City Attorney

**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 by Justin Head, President, and Latricia Wright, City Clerk, on behalf of the City of Williston, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

INSTR # 638737, OR BK: 1457 PG: 152, Recorded 5/22/2018 2:10 PM
Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk MBASS

EXHIBIT A

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT
OF THE CITY OF WILLISTON, FLORIDA**

CITY OF WILLISTON, FLORIDA

vs.

Case No. CV18-13

Ross & Dawn Falisi
16135 NW 162nd Ter.
Williston, FL 32696

Respondent

Certificate of Secretary

I hereby certify that this is a true and correct copy of the original

Findings of Fact & Conclusions of Law & Order
as executed by the Chairman of the
City of Williston Code Enforcement Board

Patricia Wright
Patricia Wright

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

This CAUSE came on for public hearing before the Board on April 23, 2018, pursuant to Chapter 46 of the City of Williston Code of Ordinances. After due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator thereupon issues its Findings of Fact and Conclusion of Law as follows:

I. FINDINGS OF FACT

The Board makes the following findings of fact:

1. That the Respondents, Ross & Dawn Falisi, are the owners of real property located at 415 SE 4th Dr., which is within the corporate municipal boundaries of the City of Williston, Florida.
2. That sufficient evidence was presented by the code enforcement office to demonstrate that property constitutes a hazardous land as defined in Section 48-2, City of Williston Code of Ordinances.
3. That the Respondent(s) did not attend the meeting to present any defense.

II. CONCLUSIONS OF LAW

Based upon the testimony heard and the evidence presented, the Code Enforcement Board concludes:

1. That the property located at 415 SE 4th Dr. is a hazardous land because of the excessive growth, and abandoned personal property.

Based upon the above conclusions, the Code Enforcement Officer or Land Development Regulations Administrator may proceed accordingly with enforcement under Chapter 46, Article VII of the City of Williston Code of Ordinances.

III. FINAL ADMINISTRATIVE ORDER

BK: 1457 PG: 153

1. The violation(s) of the City of Williston Code Section 48-5, Unsafe Buildings and Hazardous land on real property located at 415 SE 4th Dr., Williston, Florida, in Levy County.

2. In accord with the Order of the Board, there is hereby imposed upon 415 SE 4th Dr., a fine in the amount of Fifty Dollars (**\$50.00**) per day, beginning April 23, 2018, for each day the violation(s) continue(s), which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law, plus prosecution fees in the amount of **\$250.00**.

DONE AND ORDERED THIS April 23, 2018, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE ENFORCEMENT OF THE CITY OF WILLISTON, FLORIDA

Sharon Brannan
Sharon Brannan, Chairperson

(STATE OF FLORIDA)
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 25th day of April 2018, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me.



Latricia Faison Wright
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail to the Respondent, Ross & Dawn Falisi 16135 NW 162nd Ter. Williston, FL, , this 25th day of April 25, 2018.

Latricia Wright
Latricia Wright, Board Secretary

Date: March 11, 2021

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2021-16: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RELATED TO IMPROVEMENTS AT THE WILLISTON AIRPORT.

REQUESTED BY: BENTON STEGALL PREPARED BY: ATTY. FRED KOBERLEIN, JR.

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RELATED TO IMPROVEMENTS AT THE WILLISTON AIRPORT.

WHEREAS, the City of Williston, Florida (hereinafter the "City"), and the State of Florida, Department of Transportation (hereinafter the "Department"), entered into a a Public Transportation Grant Agreement (hereinafter the "Agreement") on, or about, May 11, 2020; and

WHEREAS, the Department has agreed to modify the Agreement on the terms and conditions set forth in the *Public Transportation Amendment to the Public Transportation Grant Agreement* (hereinafter the "Amendment"); and

WHEREAS, the City Council finds the execution of the Amendment to be in the best interests of the City.

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 Amendment to the Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

PASSED AND ADOPTED a meeting of the City Council this ____ day of March 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 11/19

Financial Project Number(s): <small>(fom-segment-phase-sequence)</small>	Fund(s):	DDR,DPTO	FLAIR Category:
431258-1-94-21			088719
	Work Activity Code/Function:	215	Object Code: 751000,740100
	Federal Number/Federal Award		Org. Code: 55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number: VF596000451013
Contract Number: G1L49	Federal Award Date:		Amendment No.: 1
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55,004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Williston, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/11/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Design & Construction of the Williston Airport GA Transient Terminal Apron Rehabilitation to include the Taxiway connector, Lighting & signage - Additional funds being added.

1st Portion of Project: FAA to pay 90% \$300,000 & FDOT to pay 10% \$33,333

2nd Portion of Project: FDOT to pay remaining project cost at 100% \$247,190.00

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Williston APT Design & Rehab GA Transient Apron, TW Connector, Lighting & Signage

1st Portion of Project: FAA to pay 90% \$300,000 & FDOT to pay 10% \$33,333

2nd Portion of Project: FDOT to pay remaining project cost at 100% \$247,190.00

B. Project Location (limits, city, county, map): Williston Municipal Airport/Williston, FL/Levy

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction - Additional Funds being added: : Design & Rehabilitation of the General Aviation Transient Apron & Construct a Portion of Taxiway H connector - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, aircraft tie downs, pavement markings (removal & new), airfield lighting system and signage improvements (includes conduits, lights, conductors, cans, lightning project, and vault upgrades), drainage, and utilities, stormwater structures, fencing and gates and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Williston APT Design & Rehab GA Transient Apron, TW Connector, Lighting & Signage

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-800-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431258-1-94-21	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$34,089
431258-1-94-21	DPTO	088719	2021	740100	N/A	N/A	\$150,000
431258-1-94-21	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$96,434
431258-1-94-21	FAA	088719	2021	740100	N/A	N/A	\$300,000
Total Financial Assistance							\$580,523

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$247,190	\$0	\$0	\$247,190	100.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$33,333	\$0	\$300,000	\$333,333	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$280,523	\$0	\$300,000	\$580,523			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
DGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$280,523

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55,004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>