

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, JANUARY 25, 2022

6:00 P.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE

THE CHAIR CALLED THE SPECIAL MEETING TO ORDER AT 6:00 P.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
1	V-CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3		MICHAEL NEWMAN	IN PERSON	ABSENT
4		PAM FEAGLE	IN PERSON	ALL
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A QUORUM OF THE BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL

THOMAS DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER ENGLISH, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

1. AMEND ITEM NO. 4 TO INCLUDE THE APPROVAL OF CONTRACT.

4. THE BOARD TO CONSIDER APPROVAL OF SETTLEMENT STATEMENT, APPROVAL OF CONTRACT AND TRANSFER OF FUNDS FOR THE PURCHASE OF PROPERTY NEEDED FOR DEADMAN'S CURVE REALIGNMENT.

DISCUSSION:

COUNTY ATTORNEY – THE ATTORNEY FEE IS \$5,000 AND THE OTHER TOTAL IS \$71,835.06 FOR THE PROPERTY. I RECOMMEND THAT THE BOARD APPROVE THE SETTLEMENT STATEMENT AND EXECUTE THE VACANT LAND CONTRACT.

MOTION: TO APPROVE THE SETTLEMENT STATEMENT, VACANT LAND CONTRACT AND TRANSFER OF FUNDS, IN THE AMOUNT OF \$71,835.06 FROM GENERAL FUND RESERVE CONTINGENCY, FOR THE PURCHASE OF PROPERTY NEEDED FOR DEADMAN'S CURVE REALIGNMENT.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

THE MOTION PASSED BY UNANIMOUS VOTE.

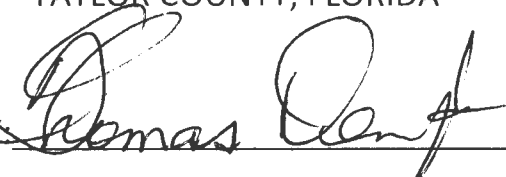
ATTACHMENTS: SETTLEMENT STATEMENT & VACANT LAND CONTRACT

1/25/5

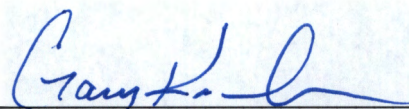
THE HOUR BEING APPROXIMATELY 6:08 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER ENGLISH, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: 
THOMAS DEMPS, Chair

ATTEST:

BY: 
GARY KNOWLES, Clerk

A. Settlement Statement**U.S. Department of Housing and
Urban Development**

OMB Approval No. 2502-0265

B. Type of Loan1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins 4. ☐ VA 5. ☐ Conv. Ins 6. ☒ Cash 7. ☐ Other

8. File Number 2022-28

9. Loan Number

10. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.**D. NAME AND ADDRESS OF BORROWER:**

Taylor County

E. NAME AND ADDRESS OF SELLER:Cindy Nemeth
5550 Bailey Rd., Mulberry, FL 33860**F. NAME AND ADDRESS OF LENDER:****G. PROPERTY LOCATION:**16110 Beach Rd.
Perry FL 32348**H. SETTLEMENT AGENT**The Curtis Law Firm, P.A.
103 N. Jefferson Street, Perry FL 32347
(850) 584-5299**PLACE OF SETTLEMENT**

103 N. Jefferson Street, Perry FL 32347

I. SETTLEMENT DATE:

02/04/2022

DISBURSEMENT DATE

02/04/2022

J. Summary of Borrower's Transaction**K. Summary of Seller's Transaction****100. Gross Amount Due From Borrower****400. Gross Amount Due To Seller**

101. Contract Sales Price

65,000.00

401. Contract Sales Price

65,000.00

102. Personal Property

402. Personal Property

103. Settlement charges to borrower (line 1400)

6,755.06

403.

104.

404.

105.

405.

Adjustments for items paid by seller in advance**Adjustments for items paid by seller in advance**

106. City/Town taxes

406. City/Town taxes

107. County taxes

407. County taxes

108.

408.

109.

409.

110.

410.

111.

411.

112.

412.

120. Gross Amount Due From Borrower

71,755.06

420. Gross Amount Due To Seller

65,000.00

200. Amounts Paid By Or In Behalf Of Borrower**500. Reductions In Amount Due To Seller**

201. Deposit or earnest money

501. Excess deposit (see instructions)

202. Principal amount of new loan(s)

502. Settlement charges to seller (line 1400)

203. Existing loan(s) taken subject to

503. Existing loan(s) taken subject to

204.

504.

205.

505.

206.

506.

207.

507.

208.

508.

209.

509.

Adjustments for items unpaid by seller**Adjustments for items unpaid by seller**

210. City/Town taxes

510. City/Town taxes

211. County taxes

511. County taxes

212. Assessments

512. Assessments

213.

513.

214.

514.

215.

515.

216.

516.

217.

517.

218.

518.

219.

519.

220. Total Paid By/For Borrower**520. Total Reduction Amount Due Seller****300. Cash At Settlement From/To Borrower****600. Cash At Settlement From/To Seller**

301. Gross Amount due from borrower (line 120)

71,755.06

601. Gross Amount due to Seller (line 420)

65,000.00

302. Less amounts paid by/for borrower (line 220)

602. Less reductions in amount due seller (line 520)

303. CASH FROM BORROWER

71,755.06

603. CASH TO SELLER

65,000.00

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on February 4, 2022.

I. SETTLEMENT CHARGES			
700. Total Real Estate Broker Fees		Paid From	Paid From
Division of commission (line 700) as follows:		Borrower's	Seller's
701.		Funds or	Funds at
702.		Settlement	Settlement
703. Commission paid at settlement			
704.			
705.			
706.			
800. Items Payable in connection with Loan			
801. Loan Origination Fee	to		
802. Loan Discount	to		
803.			
804.			
805.			
806.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from	From 02/04/2022 To 03/01/2022		
902. Mortgage insurance premium			
903. Hazard Insurance premium			
904.			
905.			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City property taxes			
1004. County property taxes months at per month			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Adjustments			
1100. Title Charges			
1101. Closing Fee	to The Curtis Law Firm, P.A.	500.00	
1102. Title Search Fee	to FATICO	85.00	
1103. Courier Fee	to The Curtis Law Firm, P.A.	50.00	
1104. 1099 Fee	to National 1099	15.00	
1105. Wire Fee	to TCLF		
1106.			
1107. Seller Attorney's fees	to Peterson & Myers, PA	5,000.00	
1108. Title Insurance	to First American Title Insurance Company	373.75	
1109. Lender's coverage @ \$.00			
1110. Owner's coverage \$65,000.00 @ \$ 373.75			
1111.			
1112.			
1113. Title Insurance Commission	to The Curtis Law Firm, P.A. (261.63 POC)		
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$18.50	Mortgage	Releases	18.50
1202. City/county tax/stamps: Deed	Mortgage		
1203. State tax/stamps: Deed	Mortgage		
1204. Order Official Probate Docs-Allen Kent	to Polk County Clerk of Court		20.00
1205. Record Probate Docs	to Taylor County Clerk of Court		250.00
1300. Additional Settlement Charges			
1301. 2021 Property Taxes	to Taylor County Tax Collector	442.81	
1302.			
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES		6,755.06	

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on February 4, 2022.

Buyer Taylor County

Seller Cindy Nemeth

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

2/8/22

L. SETTLEMENT CHARGES			
700. Total Real Estate Broker Fee		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703. Commission paid at settlement			
704.			
705.			
706.			
800. Items Payable in connection with Loan			
801. Loan Origination Fee	to		
802. Loan Discount	to		
803.			
804.			
805.			
806.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from	From 02/04/2022 To 03/01/2022		
902. Mortgage insurance premium			
903. Hazard insurance premium			
904.			
905.			
1000. Reserves Deposited With Lender			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes monthly at per month			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Adjustments			
1100. Title Charges			
1101. Closing Fee	to The Curtis Law Firm, P.A.	500.00	
1102. Title Search Fee	to FATICO	85.00	
1103. Courier Fee	to The Curtis Law Firm, P.A.	30.00	
1104. 1099 Fee	to National 1099	15.00	
1105. Wire Fee	to TCLF		
1106.			
1107. Seller Attorney's fees	to Peterson & Myers, PA	5,000.00	
1108. Title Insurance	to First American Title Insurance Company	373.75	
1109. Lender's coverage @ \$.00			
1110. Owner's coverage \$65,000.00 @ \$ 373.75			
1111.			
1112.			
1113. Title Insurance Commission	to The Curtis Law Firm, P.A. (261.63 POC)		
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$18.50	Mortgage	Released	18.50
1202. City/county int/stamps Deed	Mortgage		
1203. State tax/stamps: Deed	Mortgage		
1204. Order Official Probate Docs-Allen Kent	to Polk County Clerk of Court		20.00
1205. Record Probate Docs	to Taylor County Clerk of Court		250.00
1300. Additional Settlement Charges			
1301. 2021 Property Taxes	to Taylor County Tax Collector	442.81	
1302.			
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES		6,785.06	

We, the undersigned, Borrower in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on February 4, 2022.

Thomas Deane
 Buyer, Layla Deane, Florida, a natural person, hereby acknowledges and agrees pursuant to Article VIII of the Constitution of the State of Florida, Thomas Deane,

Seller Cindy Norwood

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Laurel Labell

Date:

2/8/22

Vacant Land Contract

1. Sale and Purchase ("Contract"): Cindy Nemeth

("Seller") and Taylor County

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 16110 Beach Rd., Perry, FL 32348

Legal Description:

SEE ATTACHED EXHIBIT "A"

SEC 10 /TWP /07 /RNG 07 of TAYLOR County, Florida. Real Property ID No.: 06582-000

including all improvements existing on the Property and the following additional property: N/A

2. Purchase Price: (U.S. currency) \$ 65,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: The Curtis Law Firm, P.A.

Escrow Agent's Contact Person: Laurel LaValle

Escrow Agent's Address: 103 N. Jefferson St., Perry, FL 32347

Escrow Agent's Phone: 850-584-5299

Escrow Agent's Email: laurel@thecurtislawfirm.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date \$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00

(d) Other: \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds..... \$ 65,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation:

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 January 26, 2022, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on or before February 14, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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-14 Rev 3/21

Licensed to Alta Star Software and ID1853396.462636

Software and added formatting © 2022 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2021 Florida Realtors®

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

6. Financing: (Check as applicable)

(a) ☒ Buyer will pay cash for the Property with no financing contingency.

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

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

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

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

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

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

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

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

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

(Check one) ☒ Seller's ☐ Buyer's expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 5 _____ days before Closing Date,

(Check one)

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

- 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) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Due Diligence 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 Due Diligence 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 Due Diligence 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 Due Diligence 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.

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

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

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

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

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

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

(a) **Seller Costs:**

~~Taxes on deed~~

~~Recording fees for documents needed to cure title~~

~~Title evidence (if applicable under Paragraph 8)~~

~~Escrow Fee(s)~~

Other: Seller will pay NO closing costs

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Buyer will pay ALL closing costs

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

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

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO 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.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID1853396.462636

Software and added formatting © 2022 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2021 Florida Realtors®

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

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID1853396.462636

©2021 Florida Realtors®

Software and added formatting © 2022 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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

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

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

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

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

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

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

N/A

Seller's Sales Associate/License No.

N/A

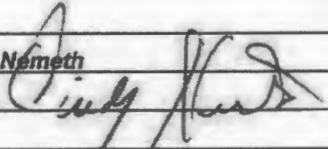
Buyer's Sales Associate/License No.

329* N/A N/A
 330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address
 331
 332* N/A N/A
 333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number
 334
 335* N/A N/A
 336 Listing Brokerage Buyer's Brokerage
 337
 338 N/A N/A
 339* Listing Brokerage Address Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable):
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☐ C. Other _____

345* 23. Additional Terms: _____
 346 Buyer agrees to pay all closing costs associated with this purchase.
 347
 348 Buyer agrees to pay the seller's legal fees of \$5,000 over and above the \$65,000 purchase price. Said legal fees are
 349 to be paid to Peterson & Myers, PA
 350
 351 This sale and purchase recognizes the Buyer has the authority to condemn the property for the realignment of
 352 Beach Road and this sale is being made under threat of condemnation, and, therefore, the parties believe it is
 353 exempt from documentary stamp taxes
 354
 355
 356
 357
 358
 359
 360

361 COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer
 365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
 366 signing.
 367* Buyer: _____ Date: _____
 368* Print name: Thomas Demos, Chairperson
 369* Buyer: _____ Date: _____
 370* Print name: _____
 371 Buyer's address for purpose of notice:
 372* Address: _____
 373* Phone: _____ Fax: _____ Email: _____
 374* Seller: _____ Date: _____
 375* Print name: Cindy Nemeth
 376* Seller:  Date: 1-25-2012
 377* Print name: _____

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

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID1853395.462636

Software and added formatting © 2022 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2021 Florida Realtors®

378 Seller's address for purpose of notice: 5550 Bowley Rd Mulberry FL 33860
379* Address: _____
380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

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

VAC-14 Rev 3/21

©2021 Florida Realtors®

Licensed to Alta Star Software and ID1853396.462636

Software and added formatting © 2022 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, THENCE RUN EAST ALONG THE NORTH BOUNDARY OF SAID SECTION LINE 783 FEET TO THE EAST RIGHT OF WAY LINE OF KEATON BEACH ROAD, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID ROAD LINE 522 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ROAD LINE 210 FEET ON A CURVE TO THE LEFT, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SAME ROAD LINE 210 FEET, THENCE RUN NORTH 58° EAST 311 FEET, THENCE RUN NORTH 54°45' WEST 313 FEET TO THE POINT OF BEGINNING.

This instrument prepared by & return to:
Laurel LaValle
The Curtis Law Firm, P.A.
103 N. Jefferson Street
Perry, FL 32347
Consideration: \$65,000.00
Our File: 2022-28

General Warranty Deed

Made this 26th day of January, 2022 by Cindy Nemeth, whose post office address is: 5550 Bailey Rd, Mulberry, FL 33860, hereinafter called the grantor, to: Taylor County, Florida, a political subdivision organized and existing pursuant to Article VIII of the Constitution of the State of Florida, whose post office address is: 201 East Green Street, Perry, FL 32347, hereinafter called the grantee,

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: that the grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Taylor, Florida, viz:

COMMECNING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, THENCE RUN EAST ALONG THE NORTH BOUNDARY OF SAID SECTION LINE 783 FEET TO THE EAST RIGHT OF WAY LINE OF KEATON BEACH ROAD, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID ROAD LINE 522 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ROAD LINE 210 FEET ON A CURVE TO THE LEFT, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SAME ROAD LINE 210 FEET, THENCE RUN NORTH 58 DEGREES EAST 311 FEET, THENCE RUN NORTH 54 DEGREES 45 MINUTES WEST 313 FEET TO THE POINT OF BEGINNING. SAID LAND LYING AND BEING IN TAYLOR COUNTY, FLORIDA.

GRANTOR WARRANTS AT THE TIME OF THIS CONVEYANCE, THE SUBJECT PROPERTY IS NOT THE GRANTOR'S HOMESTEAD WITHIN THE MEANING SET FORTH IN THE CONSTITUTION OF THE STATE OF FLORIDA, NOR IS IT CONTIGUOUS TO OR A PART OF HOMESTEAD PROPERTY.

Parcel ID Number: 10-07-07-06582-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to .

[SIGNATURES ON THE FOLLOWING PAGE]

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Deborah Ruster
Witness
Deborah Ruster
Print Name

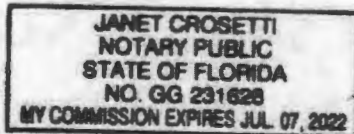
Cindy Nemeth
Cindy Nemeth

Janet Crosetti
Witness
Janet Crosetti
Print Name

State of Florida
County of Folk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of February, 2022 by Cindy Nemeth who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]



Janet Crosetti
Notary Public
Print Name: Janet Crosetti
My Commission Expires: 7-7-22