

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
NATURE COAST BUSINESS DEVELOPMENT COUNCIL

2. MEETING DATE:
March 8, 2016

3. REQUESTED MOTION/ACTION:

Presentation of quotes to purchase display stands for business resources, including incentives and how-to guides.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES _ NO _ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

This is for marketing of various business assistance materials, including resource packets, CareerSource and incentives guides. The preferred quote is from Allen Display based on quality of product and the meeting of needs; other vendors did not have countertop models that several locations require.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



ALLENDISPLAY

Allen Display

14301 Sommerville Court
Midlothian VA 23113
United States
800-999-2373

Bill To

Levy County Board of
County Commissioners
Bronson FL 32621
United States

Ship To

Nature Coast
Bronson FL 32621
United States

Quote

Date 1/21/2016
Quote # Q-024382
Expires 3/21/2016
Exp. Close 1/21/2016
Sales Rep E-0000108 Patricia A P...
Terms
Shipping Method Truck - Prepaid
Phone
Cust Email director@naturecoast...
Cust Id C-0067047

Item	Qty	Description	Options	Each	Amount	Ship Method
WM-LM-24FS	5	12/24 Pocket Floor Rotating Oak Brochure Magazine Display	Oak Finish: Dark Red Mahogany	442.65	2,213.25	Truck Freight
WM-BR16TT	3	16 Pocket Countertop Rotating Oak Brochure Display	Oak Finish: Dark Red Mahogany	225.00	675.00	Truck Freight
		Total Weight: 520lbs.				
		Price reflects Dock to Dock or Self Unload Delivery to a commercial location via Common Carrier. Trucking company will call 24 hours before delivery. The driver is only responsible for bringing the merchandise to the end of the trailer. Customer must make arrangements to take the merchandise off the back of the trailer.				
		If you need a Lift-Gate truck or Inside Delivery please contact Allen Display 800-999-2373.				

	Subtotal	2,888.25
	Discount (Partner Discount)	-225.00
	Shipping (Truck - Prepaid)	794.96
	Total (USD)	\$3,458.21



Q-024382



Quote # QA249225 (v1)

National Business Furniture, LLC

121 E. Mason Street Suite 400 Milwaukee, WI 53202
 Phone (888) 252-5102 x3570 Fax (800) 329-9349

Ship-To Address director@naturecoast.org

DAVID PIEKLIK
 EXECUTIVE DIRECTOR
 NATURE COAST BUSINESS DEVELOPMENT
 109 NW 3RD AVE
 CHIEFLAND, FL 32626
 (352) 493-6797

Source: 99
 Cat: 46
 Cust#: BA6106

Bill-To Address director@naturecoast.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
33147	5	Literature Rack 20 Pockets	Mahogany	1-2 Wks	\$189.00	\$168.26	\$841.30
33353	3	7 Pocket Magazine Rack	Mahogany	1-2 Wks	\$159.00	\$149.46	\$448.38
	1	LIFETIME GUARANTEE			FREE		

Important Information:

Price reflects quoted discount, valid for 90 days from 2/12/2016.

Merchandise	\$1,422.00
Total Discount	132.32
Merchandise Subtotal	1,289.68
Shipping & Handling	174.85
Subtotal	1,464.53
Total Tax	0.00
Order Total	\$1,464.53

Customer PO#: _____ Quoted By: DAVID DALUGA Ext: 3570 On: 02/12/16 Page 1

FW: Apex Quote

David Pieklik <director@naturecoast.org>

Fri 2/12/2016 3:18 PM

To: Fred Moody <moody-fred@levycounty.org>;

David J. Pieklik
Executive Director
Nature Coast Business Development Council
(352) 493-6797
[Website](#)
[Office location](#)

From: Billie Jo Allen [mailto:BAllen@apexop.com]
Sent: Friday, February 12, 2016 11:30 AM
To: director@naturecoast.org
Subject: Apex Quote

David,

I was a pleasure speaking with you today.
Per your request Item #BDY082132 (Rack, Rotating, Display) \$329.99ea
Have a blessed day!

Billie Jo Allen

Apex Office Products & Furniture

tel: 352-493-2451 | fax: 352-493-9706

Check out our new location pictures on our blog.

<http://www.apexofficeproducts.tumblr.com>

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Thank you

Before printing this e-mail please consider if it is necessary to do so:

The environment concerns us all.

Levy County Board of County Commissioners

Agenda Item Summary

This completed form is required to be turned in at the Board of County Commission Office by noon on Wednesday before the Tuesday Regular Meeting.

1. NAME/ORGANIZATION/TELEPHONE:

2. MEETING DATE:

ANN MORIN, Commissioner Town of Inglis

03-08-14

3. REQUESTED MOTION/ACTION:

Address Commission about the SAFE Route to School Program and also request a letter of support from the Levy County Commission

4. Agenda Presentation

Time Requested: 5min

(Request will be granted if possible)

ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ___ No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

SEE ATTACHED Letter

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

March 2, 2016

Sarita Taylor
State Safe Routes to School Coordinator
Florida Department of Transportation
Central Office
605 Suwannee Street
Tallahassee, FL 32301

Re: State Safe Routes to School

Dear Ms Sarita Taylor:

This letter is in support of the application from the Towns of Inglis and Yankeetown for Safe Routes to School program grant application.

This project will give the Towns the opportunity provide lighted walkways to the towns school and the library for the areas children. At present in the Town of Inglis there is no lighting and some sidewalks are in disrepair. The Town of Yankeetown currently has no sidewalks of light. Thereby forcing the children that are not bussed to walk in the dark and in some cases no sidewalks.



What is the Goal of SRTS?

The goal of SRTS program is to get more students walking and bicycling where it is safe and to fix the conditions where it is not safe. The opportunity to bike and walk to school offers a solution to an array of concerns about traffic safety, traffic congestion, transportation costs and lack of physical activity. At the same times, walking and bicycling to school provides an opportunity for students to build independence. Our goal is based on making that solution into a reality.

Call for Applications

**December 1, 2015 opens the call for applications
for Safe Routes to School Applications in Florida.**

Florida is seeking applications to plan, develop, implement and evaluate eligible Safe Routes to School (SRTS) infrastructure projects. The application is available at the following link.

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?formnumber=500-000-30>

Eligible recipients of these funds to be used for SRTS projects are limited to state, local and regional transportation maintaining agencies, including schools and school districts. Schools and School Districts will need to partner with a maintaining agencies to complete the projects. Applications will be accepted only from these entities. Recipients of SRTS funds will be responsible for all aspects of project implementation.

Eligible SRTS projects shall directly support increased safety and convenience for students in grades K-high school to walk and/or bicycle to/from school. In addition, all projects that use SRTS funds shall comply with applicable federal, state and local provisions.

DATES TO REMEMBER

12/1/15	Call for Applications
3/31/16	Applications due to your local FDOT District
September 2016	Notifications letters sent to applicants
October, 2016	Review guidelines/applications for edits and revisions

SRTS PROGRAM HIGHLIGHTS

What's New?

- ⇒ Standalone funding estimated at \$7 million a year
- ⇒ High Schools eligible schools
- ⇒ Higher emphasis on "Hazardous Walking Condition" areas

For more information regarding the program and guidelines, please visit:

www.srtsfl.org

FAQ

When will application be ready to download? It is available as of 12/2/15 at <http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?formnumber=500-000-30>

Deadline for submitting application? Applications are due to FDOT Districts by 3/31/16.

What are the years of funding for this round of applications? This call is for FY 18, 19 and possibly 20. This takes into consideration design, construction and inspection.

Is there a cap on the number of projects that can be submitted in a county? Yes, the limit is 5 applications per maintaining agency.

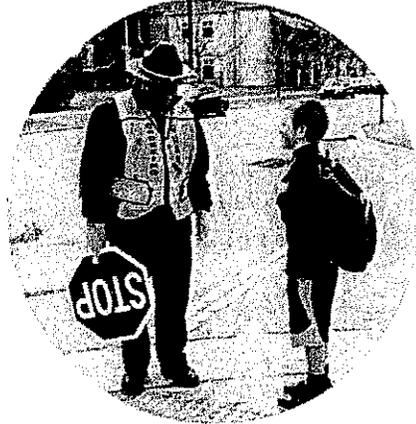
FDOT District SRTS Coordinators

Dist	Contact	Phone	Email
1	David Jones	863-519-2447	David.Jones@dot.state.fl.us
2	Jeff Scott	904-360-5644	Jeffrey.Scott@dot.state.fl.us
3	Michael Lewis	850-330-1266	Mike.Lewis@dot.state.fl.us
	Barbara Lee	850-330-1428	Barbara.Lee@dot.state.fl.us
4	Tracey Xie	954-777-4355	Yujing.Xie@dot.state.fl.us
5	Tony Nosse	386-943-5334	Anthony.Nosse@dot.state.fl.us
	Joan Carter	386-943-5335	Joan.Carter@dot.state.fl.us
6	Misleidys Leon	305-470-5345	Misleidys.Leon@dot.state.fl.us
7	Matt Weaver	813-975-6254	Matthew.Weaver@dot.state.fl.us



FLORIDA SCHOOL CROSSING GUARDS

Committed to safeguarding our students' journey to school



Who are they?

With stop paddle held high and often traffic whizzing by, they are out there.

Despite the Florida heat, humidity and rain, they are out there.

They perform a vital service protecting our precious children across the state.

They educate our children how to cross safely.

As professionals looked up to by students, they are vital members of your school community.

They are our Crossing Guards.

Next time you see your crossing guard, be sure to say **THANKS** to these special folks!

2015 Crossing Guard of the Year

Please nominate an outstanding guard for Crossing Guard of the Year 2015. Crossing Guard Appreciation Day, the first Friday in February, is February 5, 2016.

Nominating a guard is open to the public via the Florida School Crossing Guard Training Program website (FSCGTP) <https://www2.dot.state.fl.us/CrossingGuard/goty.aspx>.

The nomination deadline is December 31, 2015.





**Florida's Safe Routes to School
Infrastructure Application
Call for Applications
Note: fields will expand as needed**



FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information	
<i>Notes: Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.</i>	
County:	City:
School Name:	Congressional District:
Type: Elementary: <input type="checkbox"/>	Middle: <input type="checkbox"/> High: <input type="checkbox"/>
Check below which of the required agencies or organizations is the Applicant:	
School Board: <input type="checkbox"/>	Private School: <input type="checkbox"/> Maintaining Agency: <input type="checkbox"/>
Name of Applicant Agency/Organization:	
Contact Person:	Title:
Mailing Address:	
City:	State: FLORIDA Zip:
Daytime Phone:	E-mail:
Signature:	Date:
Signature of School Board or school representative mandatory when different from applicant:	
Signature:	Date:
Typed name:	Title:
Check below which of the required agencies is the Maintaining Agency:	
City: <input type="checkbox"/>	County: <input type="checkbox"/> Florida Department of Transportation: <input type="checkbox"/> District:
Name of Maintaining Agency:	DUNS Number:
Contact Person:	Title:
Mailing Address:	
Daytime Phone:	E-mail:
City:	State: FLORIDA Zip:
Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.	
Signature:	Date:
Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:	
Name of MPO:	
Contact Person:	Title:
Mailing Address:	
City:	State: FLORIDA Zip:
Daytime Phone:	E-mail:
Signature:	Date:

Section 2 – Eligibility and Feasibility Criteria

Notes: This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration. **You must fulfill requirements in 2A-2C below before applying!**

- A1. Has a school-based SRTS Committee (including school representation) been formed? Yes No
 A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes Yes No
 A3. Public notification of SRTS meeting? Yes No

- B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at <http://www.saferoutesinfo.org/resources/index.cfm> following the schedule provided by the District? Yes No
 B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? Yes No
 B3. Are the Student In-Class Travel Tally and Parent Survey data summaries attached? Yes No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.

C. Have you provided either survey/as-builts or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? Yes No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) Yes No

If No:

Are they willing to become LAP Certified? Yes No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: City County Other, Including FDOT (Explain below)

Construction: City County Other, Including FDOT (Explain below)

Maintenance: City County Other, Including FDOT (Explain below)

If you checked **Other, including FDOT** for any of the above, please explain the responsible party for each phase, including who you have been talking to about this:

F. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? Yes No

Construct and maintain the project on a state road? Yes No N/A

G. Public Support - Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.

What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?

What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?

Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: Yes No

H. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain:

Section 3 – Background Information: Five E's

Notes: SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>

1. Engineering

1A. Past:

1B. Future:

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: <http://www.dcp.ufl.edu/centers/trafficSafetyEd/>) or other education program, please provide details below.

2A. Past:

2B. Future:

3. Encouragement

3A. Past:

3B. Future:

4. Enforcement

4A. Past:

4B. Future:

5. Evaluation

5A. Past:

5B. Future:

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.

Yes No Include a discussion of public support for the project if busing were eliminated:

B. Are many children already walking or bicycling to this school in less than ideal conditions? Yes No

If Yes:

- Explain more about the number of children affected:
- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:

C. Are enough students living near the school to allow many children to walk or bike to school if conditions were improved? Yes No

If Yes:

- Explain more about the number of children living near the school and how this relates to the anticipated success of the proposed SRTS project:

D. Write a brief history of the neighborhood traffic issues as background for the proposed project:

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot?

F. Provide the percent of free or reduced lunch program at the affected school:

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:

- a. Number of students currently walking to school:
- b. Number of students currently biking to school:
- c. Total currently walking or biking to school (add a & b)
- d. Number of students in this school:
- e. Percent of student in school currently walking or biking to school: (c divided by d):

2. Route Data:

- a. Number of students from the affected schools living along the proposed route:
- b. Based on (mark all that apply): *Existing School Data: *Visual Observation Survey: *Estimates:
- c. Number of student currently walking or biking along this route:
- d. Number of student who could walk or bike along the proposed route after improvements:

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION *Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.*

Request #1 St. Name: _____ Maintaining Agency: City County State

From: _____ To: _____

Project's closest point to school: 0 to ½ mile; ½ to 1 mile; 1 to 1 ½ miles; 1 ½ miles+

Request #2 St. Name: _____ Maintaining Agency: City County State

From: _____ To: _____

Project's closest point to school: 0 to ½ mile; ½ to 1 mile; 1 to 1 ½ miles; 1 ½ miles+

See Attachment for additional project sites:

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

<input type="checkbox"/> Continuation of Existing Sidewalk	<input type="checkbox"/> New Sidewalk
<input type="checkbox"/> Continuation of Existing Bike Lane	<input type="checkbox"/> New Bike Lane (includes re-striping or reconstruction)
<input type="checkbox"/> Continuation of Paved Shoulder	<input type="checkbox"/> New Paved Shoulder
<input type="checkbox"/> Continuation of Shared Use Path	<input type="checkbox"/> New Shared Use Path

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1:

Request #2:

See Attachment for additional project sites:

Describe any other requests:

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:

<input type="checkbox"/> We have all necessary traffic control devices (Proceed to D)	
<input type="checkbox"/> We need pedestrian signals (features)	<input type="checkbox"/> We need other school-related signals
<input type="checkbox"/> We need traffic signs	<input type="checkbox"/> We need other school-related signs
<input type="checkbox"/> We need marked crosswalks	<input type="checkbox"/> We need other roadway markings

Describe the existing and needed traffic controls:

D. TRAFFIC DATA *Notes: Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic*

St 1: Posted Speed Limit:	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- This FDOT Transportation Costs website gives various resources, including FDOT District contacts in the Estimates Offices, who can help you with your cost estimate: <http://www.dot.state.fl.us/planning/policy/costs/default.shtm>

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM) and FDOT Design Standards. Projects on local systems must meet the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: <http://www.dot.state.fl.us/rddesign/CS/CS.shtm>

Construction Cost	
Maintenance of Traffic (MOT)	
Mobilization	
Subtotal	
Contingency (15% of Subtotal)	
Total Construction Cost	
Professional Engineering Design (15% of Total)	
Construction Engineering and Inspection (15% of Total)	
Grand Total	

Section 6B– Cost Estimate Narrative

Attach a **MANDATORY** breakdown of the construction costs & quantities by pay item.

NAME OF COST ESTIMATOR:

Section 7 - Submission Checklist

Notes: These will be counted toward total application score.

REQUIRED:

- A. Color project map showing school location
- B. Map showing existing conditions
- C. Map showing proposed improvements
- D. Map showing where students attending school live
- E. Proof of Right of Way
- F. Parent Survey Results
- G. Student Tally Results
- H. Letters of support
- I. Sign In Sheet and Minutes of Public Meetings
- J. Documentation if Hazardous Walking Condition

ADDITIONAL:

- K. Traffic/Engineering report evaluating the problem
- L. Crash Data
- M. Color Digital photos showing existing conditions

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Shaunna Lamb (852) 221-0490
493-2024

2. MEETING DATE:

3/8/2016

3. REQUESTED MOTION/ACTION:

Have Remaining Shipp Loan Balance Forgiven or Reduced

4. Agenda Presentation

Time Requested: 11am

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ___ No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

I have attached a letter stating what all has happened that makes us need to have to remaining balance on our Shipp loan either forgiven or at the least reduced. I am asking this so that my husband and I are not stuck paying for a loan on a house that we unwillingly are losing. I am also attaching a copy of a buyer's contract we are currently working on, but the amount is low and would still be very close or too low to cover all the costs associated with selling the home.

Thank you for your consideration,

Shaunna Lamb

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

To whom it may concern:

I am writing this letter so that I can see about getting help to get my shipp loan forgiven or at least reduced. I got the loan when I was married to my previous husband who was in the military, he did 2 tours in Iraq and after the second tour, he came back different. He went crazy on the night of December 23rd, 2011 and tried to kill myself and my mother, he did succeed in killing one of my dogs. He poured over 3 gallons of gasoline in the house and tried to light it on fire with all of us inside. My mother and I managed to keep him from being able to light the gasoline and he went outside and shot and killed my dog with an AK-47 rifle. We locked the doors when he exited the residence and since he was not in his right frame of mind when he walked back up to the backdoor with the gun in hand he was unable to enter the house and didn't think to use his keys thankfully. He then left the residence in his truck and returned later with a backpack full of ammo. By this time the police had arrived and they arrested him before he was able to do any further harm to us or the remaining pets. He ended up going to prison for 3 years but he has since been released. He has still made verbal threats through friends and family members but I have not personally heard him say anything, just what has been relayed to me through his friends and family members of what he has "said" according to them. I have a restraining order in place against him and there is an ankle bracelet on him for his first 2 years out of prison to make sure he stays away from me and my mother. He only has roughly 9 months left of monitoring to ensure that he follows his restraining order and stays away. After that point I will have no way of knowing where he is or what he is planning, and I still do not feel safe knowing that he is out of prison and able to harm me and my family.

I tried several times to refinance the home and get it in my name after I divorced him; every attempt was turned down for one reason or another. In the beginning it was because I did not have enough income on my own, then it was because my credit wasn't good enough on my own. After I remarried my husband's credit was not good enough but his income was so we were turned down several more times. His credit finally got where it needed to be and by this time my credit was bad because of medical bills against me in collections from having our first child (I still owe over \$3,000 in medical bills to the hospital and doctors). After we had our first child and I went to my post-partum appointment and they found abnormal cells that turned out to be the beginnings of cancer cells. The doctor advised us that in order to safely have another child, if we wanted more than one, that we should have one sooner rather than later in order to keep the cells monitored or be able to get a hysterectomy and get rid of the cancer cells altogether. I got pregnant when our first child was 6 months old and the pregnancies being so close together I developed an umbilical hernia that will require surgery to repair now that I have had our second child and they are able to repair it.

On January 8th, 2016 I was served civil suit papers from my ex-husband about the house that myself, my husband, and our child (soon to be two children at the time), had been living in and that I had been trying to get in my name since the divorce. He can now take the house from us on our court date and I will be stuck having to repay the shipp loan even though if I lose the house it will not be because I wanted to move or that I had any way to keep it. I tried every avenue that I could to get the house in my name and to refinance the mortgage. I put the house up for sale with Pristine Properties in hopes that the house would sell before the court date and I would not be forced to give it to my ex-husband and

have to repay the shipp loan without any help. We priced the house lower than market value and thousands under the appraisal value so that we could sell it as quickly as possible. We have had a few interested parties but they are offering even lower for the house than what we priced it at and that will not leave us any money extra from the sale. We are going to have to buy a trailer to put on my families land to have a place to live with our two children, so we really need to be able to put a down payment on a trailer, and to have enough so that if we have to repay even a portion of the shipp loan we are able to do so. With the bids that we have been receiving on the house so far, neither of those are an option. We will be losing money by selling the house at the prices we have been given or at the very most walking away with \$1500, which is not enough for the down payment we were told at C&G mobile homes for the trailer. We will need almost \$9000 for a down payment to get the home due to our credit scores and work histories. (I am a stay at home mom with our two infants and my husband works shutdowns, so he is in and out of work throughout the year).

We have had several setbacks here this year. My husband's truck broke down on January 2nd, 2016, and was in the shop for over a month because the whole engine and other parts had to be replaced. On the 8th of January I was served that civil suit paperwork, I was 9 months pregnant and having to go not only to appointments but back and forth to the hospital for pregnancy related visits and shots to help with the pain from contractions and to help try to stop the contractions until I made it to the 39 week mark, where the doctors want you to be before delivery. I made it past the 39 week mark and was able to deliver our second child safely on February 7th. My husband also lost his job in January and has not had a job since, so we have not been able to make ends meet hardly since. Things have been very tight and very stressful. We had to move in with my parents so that we could sell the house and be able to try and pay our bills until he is able to get another job.

All in all, we are hoping that there is a way that shipp will be able to help us and give us the chance to get back on our feet after so many setbacks. In the case that I end up losing the house to my ex-husband I would like to not have to repay a loan that I had no plans to move from the house involved in the first place, I would have loved to be able to keep our home that we had watched our first child learn to crawl, take her first steps, and said her first words. There are memories in that house that are irreplaceable to us and we are heartbroken that we are losing that. Also, in the event that we are able to sell it so that my ex-husband cannot get it from us, that we will not have to lose money from selling the house in order to pay back the shipp loan. If we are forgiven the shipp loan amount or we it is lowered, then we can accept the lower bids on the house and sell the house faster, and maybe get some money out of the sale to be able to put as a down payment for a trailer for our family to live in. So we would like for it to please be taken into consideration that our shipp loan be either forgiven, or at the least to be lowered and give us the chance to start over without another big debt looming over our heads.

Sincerely,

Shaunna Lamb (Formally Shaunna Barnhill-Pipes, name on the shipp loan)

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1* **PARTIES:** BARNHILL SHAUNNA NICHOLE ("Seller"),
2* and Jeremy and Ashley Dean ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 7290 NW 95TH ST CHIEFLAND, FL 32626
- 8* (b) Property is located in: Levy County, Florida. Real Property Tax ID No.: 1103500000
- 9* (c) Real Property: The legal description is SEC: 03, TWP: 12, RNG: 14, 03-12-14 CAL-A-BET MEADOWS LOT
10 7 OR BOOK 1171 PAGE 878 & OR BOOK 1276 PAGE 962

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

- 14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
18 gate and other access devices, and storm shutters/panels ("Personal Property").
19 Other Personal Property items included in this purchase are: _____

20 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 21 (e) The following items are excluded from the purchase: _____

22 **PURCHASE PRICE AND CLOSING**

AD JD

\$79,000

23 **2. PURCHASE PRICE (U.S. currency):**\$ ~~68,500.00~~

- 24 (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**\$ 500.00

25 The initial deposit made payable and delivered to "Escrow Agent" named below
26 **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within 3 (if left
27 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
28 OPTION (ii) SHALL BE DEEMED SELECTED.

29 Escrow Agent Information: Name: Smith & Associates Escrow
30 Address: 934 East Wade Street, Trenton, Fl. 32693
31 Phone: 3524637770 E-mail: sheila@ucsmith.com Fax: _____

- 32 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
33 days after Effective Date\$ *AD JD*

34 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 35 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8\$ **\$79,000**

- 36 (d) Other: VA\$ ~~68,500.00~~

- 37 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
38 transfer or other **COLLECTED** funds\$ **\$78,500**

39 ~~68,000.00~~

40 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

41 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:** *AD JD*

- 42 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
43 February 29, 2016, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
44 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
45 day the counter-offer is delivered.

- 46 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
47 initialed and delivered this offer or final counter-offer ("Effective Date").

48 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
49 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
50 ("Closing") on April 11, 2016 ("Closing Date"), at the time established by the Closing Agent.

51 Buyer's Initials *JD AD*

Seller's Initials _____

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
 57 period shall not exceed 10 days.
- 58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
 59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
 60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
 61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
 62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
 63* not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
 64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
 65 releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
 68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
 69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
 70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
 71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
 72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
 73 time of taking occupancy.
- 74* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
 75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
 76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
 77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
 78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
 79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
 80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
 81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
 82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
 84* this Contract; may assign but not be released from liability under this Contract; or may not assign this
 85 Contract.

86 **FINANCING**

87 **8. FINANCING:**

- 88* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
 89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
 90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
 91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 92* (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
 93* VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 45)
 94* days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or
 95* adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ %
 96* (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank,
 97 then 30) years ("Financing").

98* Buyer shall make mortgage loan application for the Financing within 5 (if left blank, then 5) days after
 99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan
 100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the
 101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's
 102 lender to disclose such status and progress to Seller and Broker.

103
 104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
 105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to**
 106 **the earlier of:**

Buyer's Initials JoD AD

Seller's Initials _____

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected
 108 to waive the financing contingency of this Contract; or
 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph
 110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this
 121 Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
 123* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

125 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

126 (a) **COSTS TO BE PAID BY SELLER:**

- 127 • Documentary stamp taxes and surtax on deed, if any
- 128 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- 129 • Title search charges (if Paragraph 9(c) (iii) is checked)
- 130* • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: Real Estate Commission

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 132 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 133 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall
 134 pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

135 (b) **COSTS TO BE PAID BY BUYER:**

- 136 • Taxes and recording fees on notes and mortgages
- 137 • Recording fees for deed and financing statements
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 139 • Survey (and elevation certification, if required)
- 140 • Lender's title policy and endorsements
- 141 • HOA/Condominium Association application/transfer fees
- 142 • Municipal lien search (if Paragraph 9(c) (ii) is checked)
- 143* • Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least 15 (if left blank, then 15, or if Paragraph 8(a) is checked,
 145 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a
 146 Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 147 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 148 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 149 a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title
 150 policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as
 151 set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be
 152 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
 153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

- 155* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
 158 provider(s) as Buyer may select; or
- 159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 160 services related to Buyer's lender's policy, endorsements and loan closing; or
- 161* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

Buyer's Initials Jed AD Page 3 of 12 Seller's Initials _____
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evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

Buyer's Initials

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Seller's Initials _____

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

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

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Seller's Initials _____

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and 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 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

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326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
328 pay to Cooperating Broker.

- 329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
337 settled as follows:

- 338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
340 16(b).

- 341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
346 16 shall survive Closing or termination of this Contract.

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 **18. STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.
367 If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this
387 Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
389 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
390 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
391 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
392 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
393 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
394 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
395 preparation of such prior survey, to the extent the affirmations therein are true and correct.

396 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
397 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
402 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
404 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice
406 to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
411 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
412 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
413 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
414 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
415 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
416 charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
424 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused
425 or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God,
426 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent
427 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
428 Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract,
429 provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14
430 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
431 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under
432 this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
434 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
435 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
436 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in
437 this Contract.

438 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

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Seller's Initials _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
440 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title
441 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
443 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit
444 (s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
445 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable
446 the survey, flood elevation certification, and documents required by Buyer's lender.

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
448 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
449 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
450 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
452 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
453 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
454 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
456 from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit
457 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
458 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
459 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely
460 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
461 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

462 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
463 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
464 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
465 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
466 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
467 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
468 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated
469 based on current year's tax with due allowance made for maximum allowable discount, homestead and other
470 exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is
471 available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
472 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
473 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
474 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
475 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
476 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at
477 either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive
478 Closing.

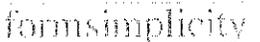
479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
480 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
491 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
494 cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

495 however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be
496 contingent upon, nor extended or delayed by, such Exchange.

497 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
498 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
499 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest.
500 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery
501 given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be
502 as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal
503 delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and
504 any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use
505 of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
507 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
508 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or
509 change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
512 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
515 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

516 **S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or**
517 **received, including Deposits, have become actually and finally collected and deposited in the account of**
518 **Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents**
519 **may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's**
520 **accounts.**

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and
522 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a
523 pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
525 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a
528 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real
529 property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount
530 to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has
531 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the
532 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding
533 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts
535 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,
536 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.
537 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller
539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated
541 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced
542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
545 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by
546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the
547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated
548 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or
549 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

550 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
555 8288 and 8288-A, as filed.

556 W. RESERVED

557 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller
558 and against any real estate licensee involved in the negotiation of this Contract for any damage or
559 defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and
560 be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
561 This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall
562 survive Closing.

563 ADDENDA AND ADDITIONAL TERMS

564* 19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into
565 this Contract (Check if applicable):

- 566* A. Condominium Rider K. RESERVED T. Pre-Closing Occupancy
567 B. Homeowners' Assn. L. RESERVED U. Post-Closing Occupancy
568 C. Seller Financing M. Defective Drywall V. Sale of Buyer's Property
569 D. Mortgage Assumption N. Coastal Construction Control Line W. Back-up Contract
570 E. FHA/VA Financing O. Insulation Disclosure X. Kick-out Clause
571 F. Appraisal Contingency P. Lead Paint Disclosure (Pre-1978) Y. Seller's Attorney Approval
572 G. Short Sale Q. Housing for Older Persons Z. Buyer's Attorney Approval
573 H. Homeowners'/Flood In R. Rezoning AA. Licensee Property Interest
574 J. Interest-Bearing Acct. S. Lease Purchase/ Lease Option BB. Binding Arbitration

575 20. ADDITIONAL TERMS: BUYER(S) acknowledge that they are personally responsible in satisfying themselves as
576 to the buildability, ordinances, zoning and uses of the subject property from local county building and zoning
577 departments and / or any other governing offices.

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It is explicitly understood that, due to Mr. Jeremy Dean serving currently in the military and away on active duty,
the wife of Mr. Jeremy Dean is signing documents on his behalf via authority granted in Power of Attorney.

583 COUNTER-OFFER/REJECTION

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

587 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
588 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

589 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

590 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms
591 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

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592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested
593 persons.

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
595 BE COMPLETED.

596
597* Buyer: Jeremy Dean Date: 2/27/2016 7:41 PM EST

598
599* Buyer: Ashley Dean Date: 2/27/2016 7:42 PM EST

600
601* Seller: _____ Date: _____

602
603* Seller: _____ Date: _____

604
605 Buyer's address for purposes of notice
606* 1651 nw 120th st
607* Chiefland, Fl. 32626
608* _____

Seller's address for purposes of notice
7290 NW 95TH ST
CHIEFLAND, FL 32626

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the
612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing
614 Broker to Cooperating Brokers.

615* Burgandy Arrington, Realtor
616 **Cooperating Sales Associate, if any**

Davey Padot
Listing Sales Associate

617* United Country Real Estate/ Smith & Associates
618 **Cooperating Broker, if any**

Pristine Properties
Listing Broker

Buyer's Initials JD AD
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Seller's Initials _____

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: *Dwinda B Merritt Weiss*
Delia Weiss
Engles / Yanketown (Mayors)

2. MEETING DATE: *3/22/16*

3. REQUESTED MOTION/ACTION: *Wulpha chachee River Basin Economic Development Compact*

Approval and signing of the

4. Agenda Presentation
 Time Requested: _____
 (Request will be granted if possible)
ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ___ No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION: _____
 FINANCIAL IMPACT SUMMARY STATEMENT: *N/A*
 DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE _____

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Multi functional cooperation for Economic Development + Recreational development.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK: _____

OTHER SPECIFY: _____

Withlacoochee River Basin Economic Development Compact

WHEREAS, Florida is underlain with a platform bedrock, originally part of the African tectonic plate prior to the breakup of Pangea, and is unique in North America with more than two hundred fifty million years of limestone deposits including up to 20,000 feet of buildup; and

WHEREAS, Florida's limestone formations have been and remain highly sensitive to natural phenomena and man-made influences resulting in a vast network of billions of miles of small and large underground solution tubes, conduits, caves and caverns receiving, transporting, storing, and expelling water throughout the State; and

WHEREAS, the Withlacoochee River is one of the largest riverine basins in the state of Florida, and serves as the host for recreation and significant economic enterprise; and

WHEREAS, the Withlacoochee River Basin represents twenty seven percent of the land area comprised by seven county jurisdictions and contains vast areas of wetlands, many springs and lakes, and serves to moderate regional Gulf of Mexico estuarine environments; and

WHEREAS, the Withlacoochee River Basin encompass hundreds of siphons and swallets, many miles of underground rivers and underwater caves, hundreds of Karst windows, innumerable springs including Rainbow Springs and Gum Slough Springs as well as thousands of miles of hiking, biking, and horseback riding greenways and trails, and paddling rivers, lakes and waterways with an abundance of colorful flora and vibrant fish and fauna; and

WHEREAS, the Withlacoochee River Basin and adjacent regions have numerous outdoor recreation businesses and member organizations which attract millions of outdoor recreation tourists and account for well over a billion dollars of revenue yearly, and with access and infrastructure improvements would triple, quadruple or more the annual visitors and revenues within five to eight years; and

WHEREAS, the municipalities and counties of the Withlacoochee River Basin represent an economically depressed region with some of the State's highest unemployment rates, the lowest per capita incomes, the highest incidence of health issues and the lowest quality of available

healthcare; and

WHEREAS, identifying and improving Municipal, County, and State greenway and trail assets and infrastructures throughout the region and supplementing awareness of, access to, and use of world renown natural resources for recreation and tourism related activities would create vast economic opportunities across the region, increase per capita incomes and dramatically improve healthcare outcomes; and

WHEREAS, the signatories of the Withlacoochee River Basin Economic Development Compact have independently taken steps to enhance and improve greenway and trail properties and related infrastructure including awareness of, access to, and use world renown natural assets for recreation and tourism related activities, all parties recognize that coordinated and collective action on this, the defining issue for the Withlacoochee River Basin in the 21st Century will best serve the region and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE SIGNATORIES OF THE WITHLACOOCHEE RIVER BASIN ECONOMIC DEVELOPMENT COMPACT:

SECTION 1:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Economic Development Compact to develop a joint policy position defining the unique and sensitive nature of the Withlacoochee River Basin and its natural assets, the need to protect the Withlacoochee River Basin from negative manmade influences while continuing to enhance and supplement awareness of, access to, and use of its natural assets, and to upgrade and improve the regional greenways and trails infrastructure.

SECTION 2:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee Withlacoochee River Basin Economic Development Compact to develop a Strategic Plan which recognizes all existing outdoor recreation greenways and trails whether for hiking, biking, horseback riding, paddling, touring, or other purposes, highlights all gaps between existing trails, natural assets and area attractions, identifies needed hardcopy and digital literature of local and

regional greenways and trails, classifies missing signage, parking, and related infrastructure, and facilitates access to area dining, lodging, product and fuel businesses as well as emergency services.

SECTION 3:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Outdoor Recreation Compact to develop an Action Plan based on the Strategic Plan, understanding that no Signatory will work at cross purposes with the other Signatories. The Action Plan could, at a minimum, include the following components:

- a. Identify and prioritize all greenway and trail missing links and connectors including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- b. Identify and prioritize all missing and needed signage, parking, trailhead and access point infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- c. Develop a Withlacoochee River Basin, region-wide, integrated information infrastructure including schedule and budget estimates for each item as well as the responsible private or government jurisdiction;
- d. Work with appropriate State Agencies to develop and implement a Withlacoochee River Basin region-wide recreation and tourism promotion and marketing program.

SECTION 4:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Economic Development Compact to develop Legislative and budgetary recommendations for local Governments throughout the Withlacoochee River Basin.

SECTION 5:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Economic Development Compact to develop Legislative and budgetary

recommendations for greenways and trails infrastructure expansion and maintenance as well as the preservation and restoration of the waters and aquifer of the Withlacoochee River Basin to the State of Florida.

SECTION 6:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Economic Development Compact to develop Legislative and budgetary recommendations for greenways and trails infrastructure expansion and preservation as well as the restoration and preservation of water quantity and quality within the Withlacoochee River Basin and adjacent regions to the United States Government.

SECTION 7:

That each Signatory shall work in close collaboration with the aforementioned Signatories of the Withlacoochee River Basin Economic Development Compact to host on an annual basis an Outdoor Recreation Summit which focuses on enhancing and preserving the natural assets of the region while facilitating region-wide modernization, economic growth and job creation.

ATTEST:

TOWN OF INGLIS, FLORIDA

SALLY A. MCCRANIE
TOWN CLERK

DRINDA B. MERRITT, MAYOR



Florida Regional Compact Initiative

Florida League of Cities **FLORIDA REGIONAL COMPACT INITIATIVE** Local Leaders, Local Results



Bringing President Matt Surrency's vision to life

At the heart of President Matt Surrency's vision for the Florida League of Cities is a conviction that cities are stronger when we solve problems together, stronger when we share our resources, and stronger when we speak with one voice.

President Surrency's **Florida Regional Compact Initiative** is a voluntary program designed to encourage cities to join forces to:

- ▶ identify and coalesce around a shared challenge
- ▶ learn to collaborate across jurisdictional and ideological boundaries
- ▶ craft and commit to a joint action plan to address regional needs

WHY A COMPACT?

When cities take a formal vote to join forces through a compact, they call attention to their region. Additionally, the compact structure offers the added benefit of placing regional-thinking groups ahead of the pack, resulting in enhanced levels of funding from federal, state and nonprofit institutions.

Committing to work together toward a common purpose is hard but rewarding work! To take on difficult challenges, partner cities must first learn the art of collaboration, mutual understanding and trust.

FIRST STEPS

In the early stages of compact development, it is important to keep it simple. Ultimately, the compact document will come before every mayor/commissioner in each of the compact cities for their vote, so the less complicated the better. Compact language should begin with a preamble introducing the shared challenge the cities agree to tackle, followed by a series of simple, non-threatening goals. Care should be exercised to make it clear that partner cities are free to implement goals each in their own unique way.

WHAT DOES A COMPACT COMMIT US TO DO?

It depends on the region and what the compact cities choose. FLC's Regional Compact Initiative was patterned after the Southeast Florida four-county compact (information attached), regarded as the national model for cross-jurisdictional problem solving.

GETTING THERE

The Florida League of Cities has launched an energetic effort to unveil President Surrency's initiative and engage cities. We are excited to work with interested cities to help them tailor the Florida Regional Compact Initiative to meet their unique needs. Key to the successful creation of a regional compact is the ability to tune out disagreements and instead concentrate energy and resources around an issue where there is harmony of agreement. We can help.

The Florida League of Cities has dedicated resources to assist cities in getting their regional compacts off the ground. Resources include a year-long series of educational webinars, seminars and regional meetings, as well as through outside facilitators and in-house staff.

For more information, contact Kristin Jacobs at (954) 892-0349 or kristin@kristinjacobsconsulting.com or Scott Dudley at (850) 222-9684 or sdudley@flcities.com.





What is the Southeast Florida Regional Climate Change Compact?

The Compact is an agreement adopted by the Broward, Miami-Dade, Monroe and Palm Beach County Commissions in January 2010. The counties recognized the vulnerability of the Southeast Florida region to the impacts of climate change and resolved to **work collaboratively on mitigation and adaptation strategies** such as joint policies to influence climate/energy legislation and funding at state and federal levels, **developing a Regional Climate Change Action Plan**, and hosting annual summits to review progress and discuss strategies.

"This is a great model of a partnership and there will be a lot of us looking to promulgate this as a model."

- Margaret Davidson, Director, NOAA Coastal Science Center, Dec. 9, 2011

How did it get started?

Representatives of the four County Commissions came together at the 2009 Southeast Florida Regional Climate Leadership Summit hosted by Broward County. The representative discussed regional challenges and **threats from global climate change on the 5.9 million residents** of this region, and a call to action for regionalized efforts was issued in the form of the Compact.



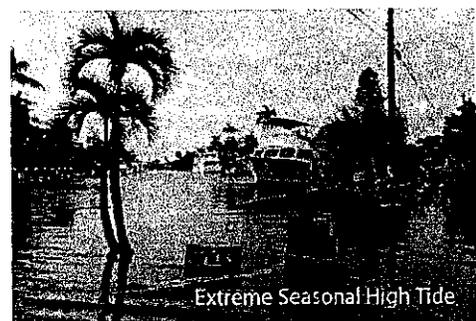
What's been accomplished to date?

Following the October 2009 summit, the Compact formed a Staff Steering Committee with representatives from each of the Compact Counties and the 109 cities of the region, as well as ex-officio advice from regional entities such as the South Florida Water Management District, South Florida Regional Planning Council, and others.

Federal and state legislative programs were coordinated in 2010-2013. This led the state legislature to **create the Adaptation Action Area (AAA) designation for areas uniquely vulnerable to climate impacts**, including sea level rise, to serve as a planning tool and encourage technical assistance and funding opportunities.

With the support of a variety of local, regional, state, and federal agencies (NOAA, USACE, USGS, and USEPA), **the Compact developed a technical foundation for regional climate issues.**

Finally, with the input of myriad stakeholders, the draft Southeast Florida Regional Climate Action Plan (RCAP) was developed in December 2011. The RCAP was finalized in October 2012 after incorporating stakeholder feedback. **The RCAP's 110 action items aim to reduce greenhouse gas emissions and adapt to the effects of climate change over the next five years.** The document was formally adopted by all Compact Counties in the spring of 2014. Ongoing workshops to aid in the implementation of the RCAP's 110 action items began in 2013.



Extreme Seasonal High Tide

"...no region in the country has tried to tackle climate change on the same scale as what the four South Florida counties propose, according to Ron Sims, former secretary of U.S. Housing and Urban Development." - Andy Reid, Sun Sentinel and Huffington Post Miami, Dec. 7, 2012

Who's taking notice?

The efforts of the Compact's four counties have garnered attention from a variety of local, national and international sources. Here are a few examples.

- **THE WHITE HOUSE:** In 2009, the White House requested a white paper on the Compact. The region was then chosen for a White House Council on Environmental Quality listening session held June 23, 2010. Compact efforts have been highlighted in the Progress Report of the Interagency Climate Change Adaptation Task Force, and in 2013 Broward County Commissioner Kristin Jacobs was appointed to President's Task Force on Climate Preparedness and Resilience. Two other staff steering members were also recognized as Champions of Change by the White House.
- **MEDIA:** Coverage on the Compact has appeared in every major local paper in the region and at the national level on ClimateWire, Bloomberg News, Climate Central, CNN, New York Times and Rolling Stone.
- **ACADEMIA:** FAU, UM, FIU and other local universities are working with the Compact to advance climate science and assessment tools. The Massachusetts Institute of Technology (MIT) focused a semester-long graduate student class on exploring our vulnerability to sea level rise using the tools developed locally. Yale published an extensive article on the topic, and Yale's Cultural Cognition Project is currently assisting in implementation.
- **FEDERAL LEGISLATORS:** Members of Congress on May 13, 2011, urged the inclusion of Adaptation Action Area designation into the US Army Corps of Engineers' Operations & Maintenance account. In 2012, the Compact was highlighted by the Senate as an example of local response. In 2013, three of four compact county mayors and all staff steering committee mayors submitted a joint letter to the Bicameral Task Force on Climate Change proposing ways federal government could help local governments and regions.
- **NACo:** The Compact Counties received recognition also came from the NACo Achievement Award in 2010 for conducting the Southeast Florida Regional Climate Leadership Summit and in 2011 for progress implementing the Compact.
- **NATIONAL CLIMATE ASSESSMENT:** The Compact is highlighted in the draft assessment as an excellent example of regional cooperation in addressing the challenges of climate change and sea level rise.
- **KRESGE FOUNDATION:** In late 2012, the Kresge Foundation awarded a three-year, \$975,000 grant to the Institute for Sustainable Communities to support the implementation of the RCAP.

"County governments estimate that the damages could rise to billions or even trillions of dollars. In and around Miami, local officials are grappling head on with the problem."

— Coral Davenport, New York Times, May 7, 2014

What's next?

The Compact members and participants look forward to another productive year of regional collaboration and will continue to seek opportunities to bring additional funding and resources to the region for climate change mitigation and adaptation activities. Activities for the coming year include:

- Implementation of the RCAP with the Yale Cultural Cognition Project, support from the Institute of Sustainable Communities and funding from the Kresge Foundation.
- Engagement of the region's 109 municipal partners through the Mayors' Climate Action Pledge.
- Advocacy for the 2014 State and Federal Energy and Climate Legislative Program.
- Supporting the Adaptation Action Area pilot project in partnership with Fort Lauderdale, Broward County, South Florida Regional Planning Commission and Florida Department of Economic Opportunity.

Each of the Compact partners is moving forward to implement greenhouse gas mitigation and climate adaptation strategies. Working with municipal partners, key strategies are advancing to create a more economically competitive and climate-resilient community.