



**"AS IS" Residential Contract For Sale And Purchase**

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

PARADISE

1\* **PARTIES:** \_\_\_\_\_ City of Fort Pierce \_\_\_\_\_ ("Seller"),  
2\* and \_\_\_\_\_ Kids Academy LLC \_\_\_\_\_ ("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: \_\_\_\_\_ 505 N 7th St, Fort Pierce, FL, 34950  
8 (b) Property is located in: \_\_\_\_\_ St Lucie \_\_\_\_\_ County, Florida. Real Property Tax ID No.: \_\_\_\_\_ 2410-601-0134-000-8  
9 (c) Real Property: The legal description is \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

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

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

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.  
23 (e) The following items are excluded from the purchase: \_\_\_\_\_  
24 \_\_\_\_\_

**PURCHASE PRICE AND CLOSING**

25  
26\* **2. PURCHASE PRICE (U.S. currency):**.....\$ 50,000.00

27\* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) .....\$ 5,000.00

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

32\* Escrow Agent Information: Name: \_\_\_\_\_ First American Title Insurance Company  
33\* Address: \_\_\_\_\_ 2001 9th Ave, Vero Beach, FL, 32960  
34\* Phone: (772)494-8402 E-mail: \_\_\_\_\_ tshrum@firstam.com \_\_\_\_\_ Fax: \_\_\_\_\_ N/A

35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date .....\$ \_\_\_\_\_

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

38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 .....\$ \_\_\_\_\_

39\* (d) Other: .....\$ \_\_\_\_\_

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or other COLLECTED funds .....\$ 45,000.00

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

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

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45\* February 17, 2017 \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned  
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the  
47 day the counter-offer is delivered.

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

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
52\* ("Closing") on \_\_\_\_\_ April 6, 2017 \_\_\_\_\_ ("Closing Date"), at the time established by the Closing Agent.

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 \_\_\_\_\_ (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:

- 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: \_\_\_\_\_

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 \_\_\_\_\_ (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

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.**

- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED  
221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN  
223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT  
224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by  
226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,  
227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can  
228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform  
229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining  
230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective  
231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which  
233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the  
234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either  
235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in  
236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a  
237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

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

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 243\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, then 15)  
244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by  
247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer  
248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and  
249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be  
250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the  
251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done  
252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer  
253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property  
254 and any violation of governmental, building, environmental, and safety codes, restrictions, or  
255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be  
256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date  
258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through  
259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of  
260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the  
261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's  
263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to  
264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control  
265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall  
266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to  
267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary  
268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates  
269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or  
270 become obligated to expend, any money.

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

274 **ESCROW AGENT AND BROKER**

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

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

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

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**

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

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:**

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,

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

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):

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

566\* **20. ADDITIONAL TERMS:** Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction  
567 Brokerage relationship as set forth in §§ 475.01(1)(i) and 475.27892(b), Florida Statutes. In addition to the  
568 commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of \$295 at closing.  
569 Buyer(s) will have no obligation to pay this fee if closing does not occur.  
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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*

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. CARISA N

Digitally signed by CARISA N BERKELEY  
DN: cn=US, o=U.S. Government, ou=Department of  
Homeland Security, ou=FEMA, ou=People, cn=CARISA N  
BERKELEY, o=9.2342.19200300.1003.1.1=0329145799 FEMA  
Date: 2017.02.03 09:03:58 -0500

596 Buyer: BERKELEY Date: \_\_\_\_\_

598 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

600 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

601\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

602 Buyer's address for purposes of notice Seller's address for purposes of notice

606\* \_\_\_\_\_  
607\* \_\_\_\_\_  
608\* \_\_\_\_\_

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\* N/A Hampton Jackson  
616 **Cooperating Sales Associate, if any** **Listing Sales Associate**

617\* N/A Coldwell Banker Paradise Hoyt Murphy Realtors  
618 **Cooperating Broker, if any** **Listing Broker**

Buyer's Initials \_\_\_\_\_

Page 12 of 12

Seller's Initials \_\_\_\_\_

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Serial#: 087789-200148-5990768

formsimplicity



January 4, 2017

City of Ft. Pierce  
100 US Highway 1  
Ft. Pierce, Florida 34950

Re: Kids Academy  
Letter of Intent to Purchase  
505 North 7 Street  
Ft. Pierce, FL 34950

To whom it may concern,

Please accept this letter and subsequent supporting documents as formal interest and statement of intended use for the city owned property located at 505 North 7<sup>th</sup> Street, Ft. Pierce, FL 34954.

Property:

Address: 505 North 7<sup>th</sup> Street, Ft. Pierce, FL 34954

Parcel: 2410-601-0134-000-8

Owner: City of Ft. Pierce

Legal: Fee and May's Re-S/D Block K, Lots 1,2,3,18,19 and 20 (Map 24/10C)

Land size: 29,800 ft<sup>2</sup>

Finished/ Under Air: 7,126 ft<sup>2</sup>

Purchase Conditions and Approval:

Purchase Price: \$50,000

Inspections: Structural inspection to be conducted within 15 days of sale approval/ acceptance by the City of Ft. Pierce

Renovation Cost Estimate: Renovation costs not to exceed \$300,000

Equipment Cost Estimate: Equipment and technology costs not to exceed \$125,000

Environmental: Completion of environmental studies and asbestos survey

Thank you in advance for your consideration of Kids Academy's interest in acquiring this property and being an active participant in this dynamic opportunity to provide quality childcare and services to the community of Ft. Pierce.

Sincerely,

Carisa Berkeley  
Owner, Kids Academy



**Program Offering:**

- Infants
- Toddlers
- Preschool
- After School Care
- Tutoring
- Enrichment Programs
- Summer Camp

**Sources for Operational Income/ Reimbursements:**

- School Readiness: The Florida Legislature passed the School Readiness Act to help children from low-income families get the support needed to be successful in school. While helping children prepare for school, the program provides child care so a parent can work or attend a training or education program.
- Child and Adult Care Food Program (CACFP): CACFP provides aid to child and adult care institutions and family or group day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children. A variety of public or private nonprofit child care centers, Head Start programs, outside-school-hours care centers, and other institutions which are licensed or approved to provide day care services participate in CACFP. For-profit centers that serve lower income children may also be eligible. CACFP reimburses centers at free, reduced-price, or paid rates for eligible meals and snacks served to enrolled children, targeting benefits to those children most in need.
- Step Up For Students Scholarship: Created to help alleviate the enormous educational challenges faced by lower socio-economic children in Florida. The program provides Tax Credit Scholarships to students in K-12 based on income. These scholarships allow the students to consider a private school or an out-of-district public school that may better suit their individual needs. This choice is not based on whether the public school is judged as succeeding or failing. Rather, it recognizes that different children learn in different ways and that our collective struggle is to help the students who often are at the greatest disadvantage in modern education.
- McKay Scholarship: Florida's school choice programs allow parents to choose the best educational setting—public or private—for their child. The McKay Scholarship Program for Students with Disabilities provided over 31,000 Florida students with special needs the opportunity to attend a participating private school.
- Gold Seal Accreditation Program: Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that are accredited by nationally recognized agencies and whose standards reflect quality in the level of care and supervision provided to children. In addition, the Legislature established



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"Where Education is Key"

provisions for Gold Seal providers participating in the subsidized child care program, a.k.a. school readiness and early Learning, to receive a higher reimbursement per child, than providers not receiving a Gold Seal designation.

- Children's Services Council of St. Lucie County: Offers several funding opportunities available to help us meet our mission "to improve the quality of life for all children in St. Lucie County." The funding opportunities range from small projects to large initiatives.
  - Special Designations Funding
  - Staff Development Funding
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity

#### **Community Involvement:**

- The T.E.A.C.H. (Teacher Education and Compensation Helps) Early Childhood Scholarship Program funded by the Florida Office of Early Learning provides scholarships for early care educators to work towards earning an Associate and/or Bachelor degree or credentials in early childhood education.
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity
- Volunteer Opportunity: Retirees, High School Students, community members
- Training Center: childcare training, certification and trade training
- Literacy/ Curriculum Nights- Parent Workshops
- Health and Nutrition- Adult and youth cooking classes

#### **Timeline:**

- February/ March 2017-
  - Property Acquisition-Purchase of asset complete
  - Secure and protect the building in preparation for phase I renovation
  - Town Hall meeting in City of Fort Pierce - Discuss the community's expectations and recommendations for program offerings for Kids Academy in the City of Fort Pierce
- March 2017-
  - Building Renovation – Phase I: Address life safety issues, building code compliance, environmental reviews
  - Initiate development of strategic plan based on community input/recommendations
- May 2017-
  - Building Renovation- Phase II: Mechanical, electrical and plumbing (MEP)



- June 2017-
  - Building Renovation- Phase II: Continues
  - Building Renovation- Phase III: Finishings, landscaping
- July 2017-Building
- August 2017/ September 2017-
  - Building Renovation – Phase I and II complete
  - Enrollment- Grand Opening

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**SUMMARY OF QUALIFICATIONS**

- Over 9 years of disaster management experience with FEMA Response and Recovery
- Results-driven educator with more than 9 years of educational and teaching experience
- Strong leadership and mentoring skills for aspiring and experienced members of management
- Well-rounded operational and programmatic background
- Innate problem solver, possesses the ability to analyze processes and systems for remedies in order to improve operations
- Diplomatic and even tempered demeanor; essential when building cooperative relationships with both internal and external stakeholders
- Highly organized, ability to simultaneously direct multiple projects while being attentive to all details.
- Able to produce positive results independently; extremely self-motivated

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**PROFESSIONAL EXPERIENCE**

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 12/2006– Present**

Multiple locations Deployments: 40 + hours/week

**Current Supervisor: Corey Coleman, Office of Chief Component Human Capital Officer (OCCHCO)**

**Program Support Branch**

**Supervisory Program Analyst, Washington, DC 10/2015-current**

As a Supervisory Program Analyst with the Office of Chief Component Human Capital Officer (OCCHCO) my current responsibilities are overarching and effect the organization as a whole. Providing support to the Executive Office to include the Action Office, Operations Cadre Management and budget execution.

- Coordinate with responsible parties to facilitate critical discussions and actions to develop and implement policies and procedures related to operational and programmatic requirements
- Assist with preparation of fiscal year budget to include formulation, preparation and execution of over \$30M
- Advise management on financial and budgetary issues related to annual component and agency-wide budget
- Lead Action Officer, supports OCCHCO Action Office staff with assigning high-level tasks to include congressional inquiries/ responses, and reorganizations
- Reservist Program Manager for the Operations Cadre coordinated deployments, demobilizations, training and travel requests
- Supervisor of record for all Operations field personnel and managed all employee actions to include recruitment, hiring, reassignment, termination and promotion of employees

**Chief of Staff, Queens, NY 01/2014-10/2015**

Manage and perform the duties of Chief of Staff for the New York Sandy Recovery Office. In this dynamic and evolving environment I was responsible for evaluating and monitoring the progress of over \$13 billion in recovery operations for Stafford Act programs. Providing support to the executive office to include oversight of three facilities, cadre management/ deployment, recruitment, performance management, security and over 300 FEMA, State, and contract employees

- Advised executive leadership of developing issues, and the status of internal/external primary and special interests to include responses and involvement with Government Accountability Office and Office of Inspector General requests and visits
- Provided assistance and significant guidance regarding personnel matters in accordance with established guidance and processes to ensure regulatory compliance regarding training and the employee performance management program for fulltime and disaster specific employees on deployment
- Provided guidance and or solutions to challenges to achieve mission critical alignment of programs through support functions to include human resources, logistics, training, budget, legal counsel, equal rights, safety and security
- Audited internal systems and controls for redundancies in order to expedite and create more efficient systems and process
- Analyzed data and provided counsel regarding recruitment in accordance with the Office of Personnel Management, Office of Chief Component Human Capital Officer, Office of Equal Rights and Employee Relations to protect best interests of both individuals and the Agency

Carisa N. Berkeley  
SSN: XXX-XX-1532

- Coordinated the hiring and conversion of staff members, include position titles, FEMA Qualification System (FQS) title alignment, and position description classification.
- Prepared and present written and oral briefings to internal and external partners for situational awareness, educational and strategic planning purposes.
- Captured best practices as a measure to improve program delivery relative to missions and agency goals and objectives.
- Alignment with Regional Administrator's vision created and implemented an all-encompassing orientation experience for all incoming regional staff. This effort reinforced and FEMA's strategic plan of creating a more ready workforce
- Managed personnel requests for additional Reservist (RSV) or Incident Management Cadre On-call Response Employee (IM-CORE) staff in coordination with human resources and program area needs through the Deployment Tracking System (DTS)
- Collaborated to establish Position Task Books (PTBs) assignment for all eligible employees (COREs and RSVs). Trainees were paired with respective program Coach Evaluators for assessment of competency related to job function and duties

*Special Assistant to the Federal Coordinating Officer (FCO), Queens, NY 04/2013-12/2013*

As Special Assistant to the FCO, I held the responsibility for evaluating and monitoring the progress of disaster response operations, projects in order to determine adequacy, effectiveness and performance within program respective program areas.

- Served as liaison to senior management in respect to programmatic and policy issues in direct coordination with command staff and program leads
- Coordinated, planned and integrated remedies to program and policy issues within the Joint Field Office and recovery office as they relate to management and reporting systems, organization structure and resource allocation and utilization
- Tracked strategic initiatives by establishing milestones in order to monitoring progress towards reaching goals and successful end-state
- Delegated and coordinated information flow of time-sensitive and mission critical tasks with Office of General Counsel, Equal Rights, Disability integration, Alternative Dispute Resolution, Safety and Security
- Synchronized educational sessions with representatives from State, and local governments, private industry and others having an interest in FEMA programs and policies in an effort to scaffold the needs of applicants

*Planning Lead, Brooklyn,*

As the Planning Lead for the Branch Two Office, Provided leadership and management to the planning section in resource management, situational awareness/information management, plan preparation, record management and the coordination of geospatial activities.

- Facilitated incident meetings including Command and General staff, Tactics and Planning meetings
- Developed incident specific briefings and plans to address disaster specific needs of Command Staff
- Coordinated five divisions to include unit leaders, local hires, information and planning specialists. Established all incident check-in activities, prepared resource status information. Maintained displays, charts and lists that reflected the current situation and location of resources, transportation, and support vehicles
- Assembled demobilization and Incident Action Plan, and reported to Branch Director for situation briefings. Assigned duties to resource unit personnel. Confirmed dispatch and estimated time of arrival of response personnel. Prepared organization assignment list and organization chart
- Channeled supply requests from multiple organizational units, researched most expeditious resources and ordered supplies according to FEMA policy while facilitating time-sensitive delivery of supplies and equipment to disaster areas
- Prioritized and designed work plans to be completed by subordinates, based on priorities as determined by senior leadership and prepared schedules for completion of work; assigns work to subordinates based on priorities, selective consideration of the difficulty and requirements of assignments, and the capabilities of employees

Carisa N. Berkeley  
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- Created and maintained reporting systems for data collection and analysis for use by operational leaders for prioritization of resource needs and capabilities
- Provide communications, liaison, leadership, training, and administrative direction to coordinate the restoration of essential public services and administer the Public Assistance Program at disaster closeout center. Provide training, mentoring, and coaching to junior FEMA staff on knowledge management procedures to collect, distribute, and share critical incident status, resources and operational information.
- Provide daily reporting to FEMA headquarters highlighting local PA production, achievements, and issues. Generate plans, graphs, and reports and present results to local FEMA and external officials
- Develop and implement Incident Action Plans, working closely with FEMA teams to optimize and customize plans according to local variables, geospatial analysis, and resource availability
- Perform quantitative and qualitative analyses to recommend and develop response strategy policy and Infrastructure Branch standard operating procedures (SOP)
- Design and generate internal supporting plans including demobilization plans, future operations plans, crisis action, contingency plans, and operational tactical plans
- Work closely with senior managers to reach a consensus on, coordinated resources, and develop production methodologies of incident plans
- Ensure legal validity of all files and reports, archive reports, and serve as liaison with local and state government officials regarding application and report requirements, filing procedures, and deadlines
- Ensure information security policies and legal restrictions on records are observed. Provide integral support regarding Information Technology function of knowledge management
- Review and evaluate existing strategies and communication plans for disseminating information about changes in program emphasis or content

*Situation Unit Lead, Birmingham, AL,*

As Emergency Management Situation Unit Lead. I have researched and interpreted FEMA organizational directives, National Response Framework (NRF) and National Incident Management System (NIMS) Incident Command System (ICS) in order to develop and implement plans to assist state and local governments to prepare and respond to all hazards.

- Coordinated disaster reporting activities and issues with disaster FEMA managers to facilitate programmatic delivery and improve reporting communications.
- Assessed reporting issues and documented lessons learned and best practices; and disseminated critical information related to the disaster reports to headquarters staff.
- Prepared reports as needed for mid-level and upper-level management, maintaining reports using Microsoft Excel, PowerPoint and Word as well as proprietary databases.
- Analyzed various reports strengths and weaknesses and offered recommendations to meet branch and divisional cadre operational objectives and reporting requirements.
- Monitored timely delivery of services, identified unique solutions, and made recommendations for further action to improve program performance.
- Organized and delivered progress reports identifying problems and anticipated needs to facilitate maximum program effectiveness.

*Planning Specialist, Tallahassee, FL, Antioch, TN,*

Responsible for writing, editing, and timely submittal of operational reports articulating the daily priorities and activities of the Public Assistance Program. Developed reporting mechanisms that clearly demonstrate the progress and successes of activities and milestones.

- Coordinated with the Planning Branch and collaborated with other FEMA staff to develop polished products distributed internally to FEMA regions/headquarters and externally to the public.
- Developed and maintained quantitative analyses and summaries of the progress of activities. Operated FEMA's electronic grants management database in order to generate or populate reports.
- Monitored threats to project progression and formulates effective and timely action with accurate outcomes. Supported Regional All Hazards Planning initiatives.

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- Applied FEMA Planning Process to develop specific hazards plans and annexes. Ensured logistical requirements for meetings and other events were met.
- Responsible for the day-to-day management of information and documents including SharePoint sites and shared drives. Developed information papers, briefing materials and presentations.

*Documentation Unit Leader*, Atlanta, GA, Frankfort, KY

Served in supervisory and administrative role for Operations Unit, providing extensive document support activities for post-disaster deployments.

- Assessed and interpreted initial briefing from Planning Section Chief. Organized, staffed, and supervised Documentation Unit. Ensured adequate duplication capability for large-scale operations and adequate staff to assist in the duplication and documentation process.
- Established and organized incident files. Implemented onsite duplication services, and responded efficiently to requests. Determined number needed and duplicated Incident Action Plan (IAP).
- Retained and filed duplicate copies of official forms and reports. Accepted and filed reports and forms submitted by incident personnel. Reviewed accuracy and completeness of records submitted.
- Effectively communicated in writing and orally to produce a variety of written documents, including reports, correspondence, informational materials and guidelines.
- Utilized database, spreadsheet, word-processing and PowerPoint applications to create, analyze and distribute program information for FEMA staff and community groups.

**BROWARD COUNTY PUBLIC SCHOOLS**  
1880 SW 62 Avenue North Lauderdale, FL 33068  
Educator

**12/2004– 01/2013**

- Considered “master “ educator for the quality and creativity of classroom teaching, lesson plans and instructional materials used in teaching a diverse population of students across curricular material
- Clinical Educator for interning and new educators. Provided clear direction relative to classroom management, lesson planning, delivery of curriculum, in-service requirements and more
- Actively served on a variety of in-school and school board committees and task forces focused on curriculum development, textbook review, fundraising and anti-bullying efforts
- Developed innovative approaches that were repeatedly held up as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity
- Chartered and implemented a school-wide vertical alignment of primary and intermediate curriculum to increase student achievement for Common Core State Standards

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**EDUCATION**

**FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY**, Tallahassee, FL  
*Bachelors of Arts in Elementary Education*



# CHILD CARE TRAINING TRANSCRIPT

Student: Carisa N Berkeley  
 Student ID: 1227773 Date: 10/21/2016

<u>TRAINING/COURSE</u>	<u>Hours</u>	<u>Certificate#</u>	<u>Date</u>	<u>CEUs</u>
<b>CHILD CARE FACILITY PART 1</b>				
Child Care Facility Rules & Regulations (FACR)	6	4869308	02/09/2016	
Health, Safety and Nutrition (HSAN)	8	4877492	09/08/2015	
Identifying and Reporting Child Abuse and Neglect (CAAN)	4	4874302	02/09/2016	
Child Growth and Development (CGAD)	6	4877493	09/08/2015	
Behavioral Observation and Screening (BOSR)	6	4877494	09/08/2015	
<b>CHILD CARE FACILITY PART 2</b>				
Understanding Developmentally Appropriate Practices (UDAP)	5	4877496	09/08/2015	
Emergent Literacy for VPK Instructors (VPK)	5	In-Service	03/03/2016	.5
School-Age Appropriate Practices (SAPR)	5	4877495	09/08/2015	
<b>ONLINE IN-SERVICE</b>				
Florida Standards for Four-Year-Olds (SFYO)	3	In-Service	03/03/2016	.3
VPK Director Credential (DVPK)	5	In-Service	03/06/2016	.5
<b>SPECIAL CERTIFICATIONS AND CREDENTIALS</b>			<b>Effective</b>	<b>Expiration</b>
	<b>Level / Area / VPK</b>	<b>Certificate #</b>	<b>Date</b>	<b>Date</b>
Staff Credential Verification	Formal Education	4876230	09/08/2015	
Director Credential	Level I VPK Endorsed	4995291	02/24/2016	02/24/2021
<b>INTRODUCTORY TRAINING REQUIREMENTS</b>				
Part I Child Care Facility 30 Hour Training Requirement has been completed. Yes				
Part II Child Care Facility 10 Hour Training Requirement has been completed. Yes				
School-Age Child Care 40 Hour Training Requirement has been completed. Yes				
Family Child Care Home 30 Hour Training Requirement has been completed. No				

*Samantha de la Cruz*  
 Director  
 Office of Child Care Regulation and Background Screening



Florida Department of Children and Families Child Care Services

certifies that

*Carisa Berkeley*

has successfully met all requirements for the

**Florida Child Care and Education Program**

**Director Credential**

**Level I**

**Original**

Active Date:

02/24/2016

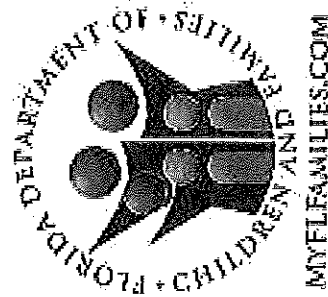
Inactive Date:

02/24/2021

*VPK Endorsed*

Certificate No:

4995291



*Carisa Berkeley*  
Director  
Office of Child Care Regulation and Background Screening



**CONSTRUCTION GROUP**  
WE BUILD BY FAITH

December 30, 2016

Dear Ms. Carisa Berkeley

We are pleased to partner with you on the acquisition and development of the new childcare educational facility located in Fort Pierce, FL.

After our walk-through of the proposed site we are confident, that we can assist you in successfully launching your center. With over 10 years as General Contractor and Construction Management firm, we have the expertise to meet all of the construction needs of proposed site. Some of the services include but are not limited to pre-acquisition inspection, Phase 1 and Phase 2 environmental, cost analysis, permitting, design, life safety, MEP, interior and exterior finishes.

We are excited to be a part of this new venture. One of the core values of The GA Group is to impact our community and provide access for underserved individuals.

I personally look forward to coming along side of you and creating a best in class facility, that will serve as one of the beacons of light in the City of Fort Pierce.

Best Regards,

J. Stevens Cooper, CGC-1513938  
President