

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS/AGENDA ITEM # 8e**

SUBJECT: Consideration for Approval of Purchase and Sale Agreement with Marjorie D. McCraney for the Purchase of Eight Contiguous Parcels of Land Totaling 27.49+/- Acres Utilizing Environmentally Sensitive Lands (ESL) Program Funds.

DATE OF MEETING: December 16, 2024

OVERVIEW/SUMMARY: This request was continued from the Board’s December 2, 2024, meeting. The Board is being requested to consider and approve a Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments in the Agreement for title purposes in advance of closing, for the purchase of eight contiguous parcels lying North of County Road 2006 West (depicted in yellow below), which have been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



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This request was continued by the Board due to the timing of the Home Inspection Report, which was completed the week prior to the Board meeting. The Wood Destroying Organism (WDO) Report has now been completed, and both the Home Inspection and WDO Reports are attached.

These parcels include the seller's homestead and are zoned AC (Agriculture) with an Agriculture and Timberlands Future Land Use designation. The Land Acquisition Committee (LAC) previously designated these parcels as a Priority A acquisition, which prompted the two appraisals. The two appraisals are less than six months apart, and have a variance of \$50,000, with the midpoint between the two appraisals being \$1,245,000. The owner has agreed to the County's purchase at \$1,245,000. The attached Purchase and Sale Agreement reflects this purchase price and provides for up to sixty days to complete the closing.

If purchased, these parcels may be utilized as a comfort station and recreational amenities for the Bull Creek Campground, along with land for uses including, but not limited to, expansion of the Campground's RV parking to include fifty additional sites including a camp host, expansion and relocation of the sanitary sewer drain field, stormwater ponds, compensating storage (for flood waters), and overflow parking.

The Land Acquisition Committee (LAC) reviewed the expenditure of the Environmentally Sensitive Lands (ESL) Program funds for the purchase of these parcels at its October 14, 2024, Regular Meeting and unanimously recommended that the Board of County Commissioners pursue acquisition of the westernmost 10+/- acres (Parcel No. 25-12-28-5600-000F0-0000) as opposed to the entirety of the eight parcels. The LAC was unsure about the County's use of the homestead parcel (Parcel No. 25-12-28-5600-000H0-0000) in particular.

In a follow-up meeting with the LAC on November 18, 2024, the Committee unanimously recommended that the Board of County Commissioners purchase the entirety of the eight parcels for the \$1,245,000 negotiated price. As part of the LAC meeting, staff presented a draft site plan of the proposed development and use of the parcels, demonstrating the benefit to the County to enhance the recreational amenities and use of Dead Lake and the adjoining Bull Creek Fish Camp.

Among other standard provisions, the County is given the authority to inspect the premises to assure that all building components are in good working order. The November 27, 2024, home inspection report noted several items of concern. None of the listed items within the report were of great significance, but all have a cost associated with any remedies. Of greater interest is the cost associated with converting the existing single-family dwelling into a commercial-type use. This conversion would require a design of the improvements that would meet the change of occupancy requirements of the Florida Building Code. Like other existing buildings that the County has acquired in the past, the conversion can ultimately be more costly than a tear-down and construction of a new building that is initially designed and constructed to meet the County's requirements.

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Based on the items of concern from the inspection report, County staff and the owner have agreed to a \$100,000 reduction in the sale price. This amount will cover the anticipated cost of repairs that are needed based on the items mentioned in the report.

FUNDING INFORMATION: Funding in the amount of \$1,145,000 will be appropriated for this purchase from the Environmentally Sensitive Lands Program Fund 1119 reserves upon approval of the budget transfer.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2 – Protect and Manage Natural Resources
- Goal 3 – Preserve & Enhance Cultural, Recreational & Leisure Activities

DEPARTMENT CONTACT: Adam Mengel Growth Management Director 386-313-4065

RECOMMENDATION: Request the Board approve Budget Transfer and the Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments made by the County Attorney to the Agreement for title purposes and for other terms, for the purchase of eight contiguous parcels of land totaling 27.49+/- acres for a purchase price not to exceed \$1,145,000 using Environmentally Sensitive Lands (ESL) Program Funds and to otherwise approve the closing of the transaction upon satisfaction of all terms within the Purchase and Sale Agreement.

ATTACHMENT:

1. Purchase and Sale Agreement
2. Budget Transfer
3. November 27, 2024, Home Inspection Report and December 3, 2024, FDACS WDO Inspection Report
4. [Link to: Bull Creek Expansion Conceptual Site Plan \(oversized\)](#) from 12-02-2024 Agenda Item 8b Attachment 3

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (hereinafter called "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 ("Seller"), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida, 32110 ("Buyer"), with Buyer and Seller sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Seller is the owner of the fee simple title to certain real property situate in Flagler County, Florida, consisting of approximately 27.49 acres, as generally identified and depicted in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as "the Property"); and

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. The Property. Seller agrees to sell and the Buyer agrees to purchase for the Purchase Price (as defined herein) and on the terms and conditions herein set forth, the Property, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas, timber and mineral rights, levees, dikes, canals, ditches, roads and easements, appertaining thereto and all of the Seller's rights, title and interest therein. The instrument of conveyance shall transfer all of Seller's rights, title and interest in and to the Property and Seller's interest in and to all littoral and riparian rights, transferable development rights, improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Property, including without limitation of the foregoing, all rights, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated). The Parties agree that the final parcel lines of the Property to be identified in the instrument of conveyance will be identified and deemed mutually acceptable to the Parties prior to the Closing Date, as this term is defined herein.

2. Survey and Legal Description.

(A) Buyer shall have the Property surveyed at its expense in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Rules 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code) and Buyer's Procedures for Land Acquisition Survey, which shall include a tract legal description and a metes and bounds legal description of the Property and a certification of the acreage thereof. The survey shall show any and all easements, encroachments or overlaps on the Property, and all matters affecting title shall be set forth in the title commitment obtained pursuant to Section 5 hereof entitled Evidence of Title. The survey shall show the relationship of the Property to adjacent parcels and the location of ingress and egress to the Property. It shall also be accompanied by a Surveyor's certificate in a form reasonably acceptable to Buyer and the title company.

(B) The Surveyor shall be instructed by the Buyer to immediately bring any potential title or survey objections discovered by the Surveyor as field work progresses to the attention of Buyer and Seller.

(C) Buyer shall have fifteen (15) business days from receipt of the survey within which to examine the survey and legal description provided pursuant to this section and to notify Seller if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey instructions or requirements or if the survey shows any encroachments or a violation of the Agreement requirements (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on title defects in Section 5 hereof entitled Evidence of Title.

(D) The survey and legal description shall be certified to the Buyer, Buyer's counsel, and the title company. The costs of preparation of the survey and legal description required by this Section 2 shall be paid by Buyer.

3. Purchase Price.

(A) The total purchase price of the Property is ONE MILLION ONE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,145,000.00) (the "Purchase Price"), which was set following the completion of two qualifying appraisals representing the current fair market value of the Property, with the purchase price being the midpoint between the two appraised values.

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments and prorations) shall be paid to Seller at Closing. The net proceeds payable to the Seller shall be disbursed by wire transfer or trust account check (as determined by Seller) in accordance with the written instructions of the Seller to Buyer.

4. Title to be Conveyed. Seller shall execute and deliver to Buyer a general warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable, fee simple title to the Property, free and clear of all liens and encumbrances except for the lien of taxes not yet due and payable, and easements, restrictions and reservations of record acceptable to Buyer (the "Permitted Exceptions"). Such title shall include legal and physical access from a dedicated public road, street or highway, in a location and form that is acceptable to Buyer in its sole discretion, which access is insurable under the title policy called for in Section 5 hereof entitled Evidence of Title.

5. Evidence of Title.

(A) No later than sixty (60) days from the Effective Date of this Agreement, Buyer shall obtain a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Property vested in the Seller, subject only to the Permitted Exceptions and those which shall be discharged by Seller at or before Closing (hereinafter the "Title Commitment"). The Title Commitment shall be in the amount of the Purchase Price of the Property. The Title Commitment shall identify each exception of record ("Title Defect") for the Property to which such matters apply and include copies of all exceptions of record noted therein. The cost of the Title Commitment and related title policy shall be paid by Buyer, and shall be reimbursed by Seller at Closing.

(B) The Buyer shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Seller in writing of any Title Defects, specifying such defects. Any written notice of Title Defect shall be deemed delivered at the time it is deposited in the U.S. Mail, postage prepaid, and sent to the Seller at its address listed above. Upon receipt of such notice of Title Defects, the Seller shall have ninety (90) days within which to cure or remove the Title Defects so specified. If upon the expiration of the ninety (90) day period, the Seller has not corrected or cured any such Title Defects, the Buyer shall have the option to: i) terminate this Agreement, ii) waive such defects and proceed to Closing, accepting title as it then is and without setoff or reduction in the Purchase Price, or iii) renegotiate the Purchase Price with the Seller. In the event the Buyer shall elect to terminate this Agreement because of an uncured or incurable Title Defect, the Parties hereto shall thereafter be relieved of all liability hereunder and shall have no further obligations under this Agreement except those which expressly survive such termination.

(C) Upon Closing and upon recording of the deed to Buyer, an owner's title insurance policy (ALTA Form B) in the amount of the Purchase Price for the Property shall be issued pursuant to the Title Commitment and delivered to Buyer showing fee simple title to the Property vested in Buyer, with the fee owner's title insurance premium for such policy to be paid at Closing in accordance with the provisions of Section 9 hereof entitled Closing Costs, Prorations and Adjustments. Upon execution by Seller at Closing of the Affidavits required by the Title Company and completion of the survey called for herein, the "standard exceptions" to the title policy shall be deleted, except for those relating to taxes for the year of Closing.

(D) Seller agrees to use diligent efforts to correct the Title Defects within the time provided therefor, including the bringing of necessary suits. If Seller fails to make a diligent effort to remove the Title Defects, Seller shall be in default of this Agreement.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(A) Seller is the owner in fee simple of all the Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(B) Seller has no knowledge of and has not received notice of any of the following with respect to the Property subject to this Agreement: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

(C) There is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.

(D) Seller has not entered into any leases, contracts or other agreements relating to the Property.

(E) Seller represents that there are no mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the Closing or paid by Seller with funds to be escrowed from the Closing proceeds.

(F) That, to the knowledge of Seller, no member of the Buyer's Board of County Commissioners, no agent or employee of the Buyer, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments to be made to the Seller under the provisions of this Agreement.

(G) That at the time of Closing, no person other than the Seller shall be entitled to or be in possession of any portion of the Property.

(H) Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code.

(I) No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(J) To the best of Seller's knowledge, there is no environmental contamination on the Property, in violation of any Environmental Laws (as herein defined), and Seller has not received any notification from any governmental authority regarding any potential environmental contamination of the Property.

(K) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

(L) Seller warrants that the Property is not governed by any covenants or restrictions and is not subject to the governance of a Homeowners Association or maintenance entity. Seller further acknowledges and agrees that Buyer shall independently provide for any stormwater management requirements that may be required for the development of the Property and shall not be subject to any permits or requirements governing Seller's property located adjacent to the Property.

At the time of Closing, Seller will provide Buyer with an affidavit to the effect that the above warranties and representations are true and correct as of the Closing Date and Seller will indemnify and hold Buyer harmless from and against all liability, claims, demands, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, and attorneys' fees and costs on appeal, including attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness of any of the above warranties and representations.

7. Environmental Audit and Representations.

(A) For the purpose of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District.

(B) From the Effective Date hereof through the date of Closing, Buyer, through its agents, environmental consultants and employees, will be authorized to enter

upon the Property for the purposes of scientific investigation, installation of monitoring wells, surveying, the taking of soil borings and soil samples, the taking of water samples from those and existing wells, geophysical investigation (i.e., ground penetrating radar, electromagnetic and magnetic) and the testing of tanks, and other appropriate and generally accepted testing methods, including building sampling for asbestos, lead and other potentially hazardous materials; and upon contiguous lands owned by Seller for the purpose of access to the Property; and may conduct an inspection of the improvements on the Property, including the homestead and outlying buildings, to assess whether everything is in working order and to identify any defects or code violations; provided, however, that any such agents, consultants or employees of Buyer shall give reasonable advance notice to Seller and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the Buyer shall be properly filled and packed to the surrounding earth level by the Buyer.

(C) The Parties agree that the Buyer may require a Phase I Environmental Site Assessment (“ESA”) of the Property to be completed by Seller to ensure there are no areas of environmental concern that warrant further investigation.

(D) If at any time prior to Closing toxic or hazardous substances or wastes are found on or contaminating the Property, either party may elect to terminate this Agreement and neither party shall have any further obligation under this Agreement.

8. The Closing.

(A) The closing of title for the Property shall take place at the Flagler County Attorney’s Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005 (the “Closing”) on or before January 16, 2025, unless extended by mutual agreement of the Buyer and Seller (the “Closing Date”). The agreement to extend the closing date shall be in writing and may consist of a simple correspondence from one party that is acknowledged by the other party.

(B) The Closing Agent for the transaction shall be Coast Title.

(C) Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereinafter “Trash and Debris”) from the Property to the satisfaction of the Buyer prior to the Closing. If the Seller does not remove the Trash and Debris from the Property prior to Closing, Buyer may elect to: (a) deduct the expense necessary to remove Trash and Debris from the Purchase Price in an amount not to exceed five percent (5%) of the Purchase Price, and proceed to Closing; or (b) extend the Closing Date, in order to provide additional time for Seller to remove all Trash and Debris from the Property; or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement except those which expressly survive such termination.

9. Closing Costs, Prorations and Adjustments. The following items are to be paid at Closing by the party indicated and in the manner set forth:

(A) Real property taxes shall be prorated between Seller and Buyer and escrowed with the County Tax Collector at Closing in accordance with the provisions of Section 196.295, Florida Statutes.

(B) Seller shall pay the cost of the recording fees for recording the general warranty deed and other documents executed at Closing. Seller shall pay the cost of recording any corrective instruments.

(C) The owner's title insurance premium for the title policy described in Section 5 hereof entitled Evidence of Title shall be borne by Seller.

(D) The cost of the survey called for by Section 2 hereof to be obtained by Buyer shall be paid for by Buyer at or before Closing.

(E) The documentary stamps which are required to be affixed to the General Warranty Deed shall be paid by Seller.

10. Broker.

(A) The Seller represents and warrants to the Buyer that it has not engaged the services of a real estate broker with respect to the Property. Seller agrees to hold Buyer harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of Seller. Seller further covenants and agrees to indemnify Buyer for damages, court costs and attorneys' fees incurred as a result of any such claim.

(B) The obligations of Seller under this Section shall survive the Closing.

11. Documents to be Delivered.

(A) By Seller at Closing. The Seller shall execute, acknowledge and deliver the following documents at the Closing hereunder:

(1) General Warranty Deed, in a form acceptable to Buyer, from Seller conveying the fee simple title to the Property, in proper form for recording which shall be duly executed, acknowledged and witnessed.

(2) Release of Easement, in a form acceptable to Buyer, from Seller releasing the easement reserved in that certain Warranty Deed, recorded in Official Records Book 1633, Page 1958 *et seq.* in the Public Records of Flagler County, Florida, in proper form for recording which shall be duly executed, acknowledged and witnessed.

(3) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit “B”** and by this reference made a part hereof, confirming the Seller’s representations as to Environmental Laws.

(4) A Certification of Non-Foreign Status in the form attached hereto as **Exhibit “C”** and by this reference made a part hereto, to determine whether or not Buyer shall be required to withhold ten percent (10%) of the Purchase Price and pay the withheld amount to the Internal Revenue Service pursuant to Internal Revenue Code Section 1415. Any such amount thus withheld by Buyer shall be deemed to have been paid to Seller in cash at Closing as part of Buyer’s obligation to pay the Purchase Price hereunder.

(5) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit “D”** and by this reference made a part hereof, confirming the Seller’s representations as to mechanic’s liens, parties in possession, and other warranties and representations made by Seller under the terms of this Agreement.

(6) An assignment of Development Rights, Permits and Contracts in the form attached hereto as **Exhibit “E”** and incorporated herein by reference.

(7) Such other documentation as may reasonably be required by Buyer, title company or Closing Agent in order to close this transaction in accordance with the terms of this Agreement. Amendments to the documents provided for herein may be approved by the County Administrator, upon review by the County Attorney, as deemed necessary in order to effectuate the intent of the Parties.

(C) By the Buyer at Closing. The Buyer shall execute, acknowledge, and deliver the following documents at the Closing hereunder:

(1) Any documentation as may reasonably be required by Seller or Closing Agent in order to close this transaction in accordance with the terms of this Agreement.

12. Negotiated Price to be Without Prejudice. The Purchase Price specified herein was negotiated by the Parties on the basis of a total price for the Property and shall be without prejudice to any party and inadmissible in any court proceedings which might hereinafter be brought if the Buyer for any reason does not acquire the Property pursuant to the terms herein contained.

13. Survival of Warranties and Agreements. All warranties, representations, covenants, obligations, indemnities and agreements contained herein shall survive the execution and delivery of the general warranty deed and the Closing to be held hereunder.

14. Parties. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

15. Entire Agreement/Amendment. This Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the Parties hereto or their authorized assignees.

16. Non-Waiver of Buyer's Regulatory Powers. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Buyer as it now or hereafter exists under applicable laws, rules and regulations.

17. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Buyer of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this section shall not be construed as an attempt by the Buyer to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

18. Time is of the Essence. Time is of the essence with respect to all matters set forth in the Agreement.

19. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

20. Recording of this Agreement. Buyer may record a Memorandum of Agreement in the Public Records of Flagler County, Florida, at its discretion and expense.

21. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation hereof.

22. Default. If either party defaults under this Agreement, the other party may waive the default and proceed to Closing, or seek specific performance, each without waiving any action for damages, or seek any other remedy permitted by law or in equity.

23. Fixtures and Personal Property. All fixtures on the Property including all structures, buildings, interior and exterior fences and fence posts, corrals, pumps, pump motors and tanks shall remain in place and become the property of the Buyer at Closing and may, in the Buyer's sole discretion, be removed, relocated or abandoned following Closing; provided, however, the Buyer shall inspect the Property and notify Seller, in writing, of any solid waste, trash, debris, fencing materials and any other physical property or improvements located on the Property which will be required to be removed, and same will be removed from the Property by Seller prior to Closing as provided in this Agreement.

24. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of Seller and Buyer pursuant to this Section shall survive the Closing hereunder.

25. Permits. Seller shall transfer to Buyer all St. Johns Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission and any other local, state and federal permits and approvals, if any, required in addition to those referenced in **Exhibit "E"**, attached hereto, for the Property prior to or at the time of Closing.

26. Definitions. As used herein, the term "Business Days" shall mean those days during which the Buyer is open for regular public business.

27. Assignment. This Agreement may be assigned by Buyer to another government entity, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

28. Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

29. Waiver. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

30. Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

31. Addendum. Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Agreement.

32. Notice. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, certified mail, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of any notice given to Seller shall also be given to the following representatives of the Buyer: County Administrator Heidi Petito at 1769 E. Moody Blvd., Building 2, Suite 301, Bunnell, Florida 32110, and also to County Attorney Al Hadeed at 1769 E. Moody Blvd., Building 2, Suite 303, Bunnell, Florida 32110.

33. Effective Date. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Seller or the Buyer has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

SELLER:

Witness
Print Name: _____
Address: _____

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

Witness
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

[_____]
[_____]

is/are personally known to me.
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

BUYER:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Court
and Comptroller

APPROVED AS TO FORM:

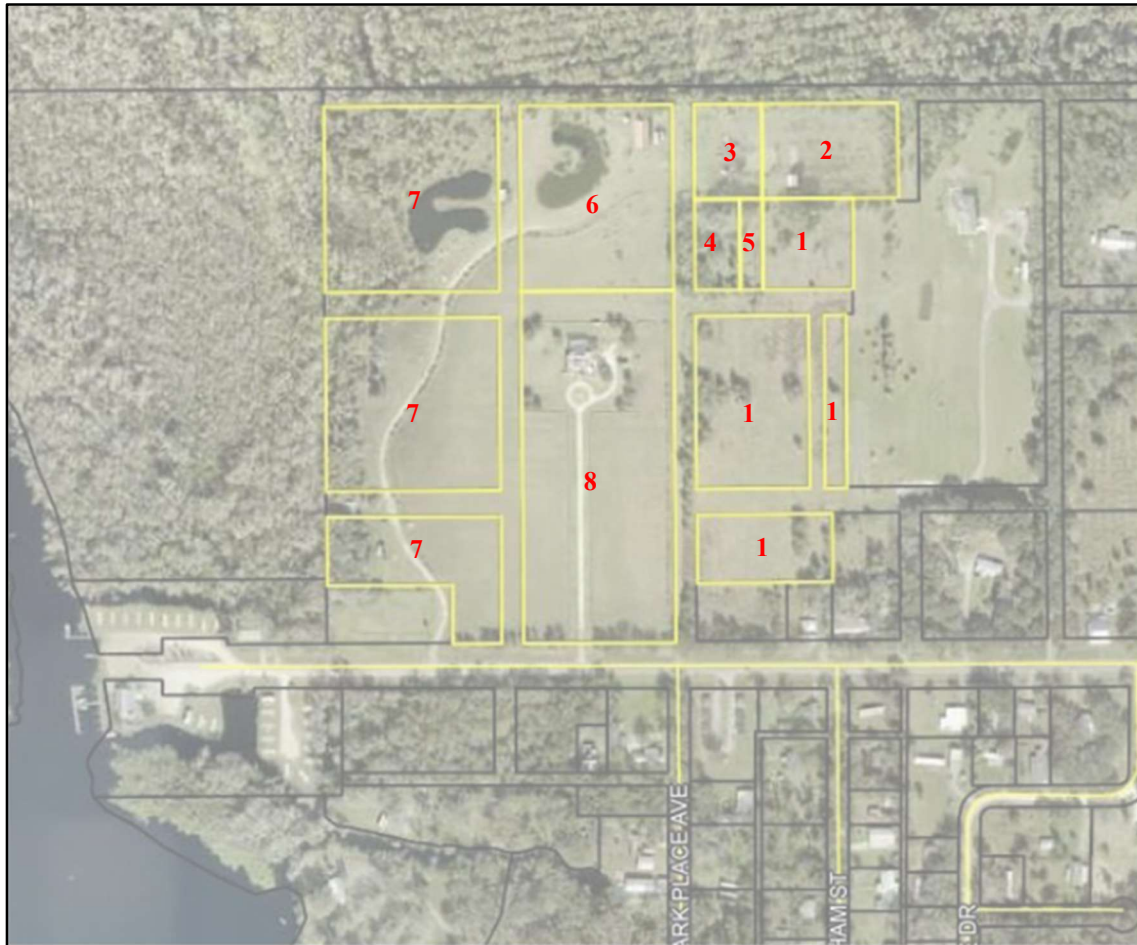
Sarah E. Spector, Assistant County Attorney

EXHIBIT "A"

IDENTIFICATION AND DEPICTION OF THE PROPERTY

The property depicted below has been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



Note: The parcel numbers provided herein are as of November 21, 2024. If a complete and accurate legal description is obtained prior to contract execution, said legal description will be substituted for the parcel numbers.

EXHIBIT "B"

ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter "the Property").

2. For the purpose of this Affidavit, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of the Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District, now or at any time hereafter in effect.

3. As of and subsequent to the date hereof, Affiant warrants and represents to **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Bunnell, Florida, 32110 ("County"), its successors and assigns that:

(i) There are not now, nor to Affiant's knowledge have there ever been, any tanks, including associated piping, on, under or at the Property which have leaked and that all tanks and associated piping presently on, under or at the Property are in sound condition.

(ii) To the best of Affiant's knowledge, no person or entity has ever caused or permitted materials to be disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

(iii) There is no violation of Environmental Laws on the Property which may directly or indirectly affect the Property.

(iv) To the best of Affiant's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action, or other response, under Environmental Laws on the part of the Affiant or a subsequent owner of all or any portion of the Property, or which would subject Affiant or a subsequent owner of all or any portion of the Property to penalties, damages or injunctive relief.

(v) Affiant is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Affiant has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

(vi) No hazardous material, pollutant or contaminant has been released or discharged onto the Property or into any water body on the Property.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

EXHIBIT "C"

CERTIFICATION OF NON-FOREIGN STATUS

DEFICIT REDUCTION ACT OF 1984
(U.S. Public Law 98-369; 26 USCA 1445)
Withholding Tax on Disposition of U.S. Real Property by Aliens

MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney) (hereinafter "Transferor"), and **FLAGLER COUNTY, a political subdivision of the State of Florida** (hereinafter "Transferee"), certify as follows:

A. That Transferor is transferring and Transferee is acquiring an interest in and to a certain parcel of land more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Transferor and Transferee acknowledge that:

1. They are aware of the provisions of the Deficit Reduction Act of 1984, and the Internal Revenue Service Regulations implementing said Act (hereinafter "the Act") referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations.

2. Transferor is either exempt from the Act or this transaction is not subject to the provisions of the Act for one of the following reason: Transferor is not a foreign person or corporation.

3. Transferor is aware that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Transferor's address is:
Post Office Box 313, Bunnell, Florida 32110

5. Transferor has been advised by Transferee that Transferee must retain this certificate until the end of the fifth (5th) year following the taxable year in which the transfer takes place.

C. Transferor and Transferee give this Certificate for the purpose of closing the transaction between Transferor and Transferee without requiring the Transferee to withhold ten percent (10%) of the sales proceeds in accordance with the Act.

IN CONSIDERATION THEREOF, the Transferor and Transferee covenant and agree as follows:

1. That they will not hold Agent liable for any loss or damage that Transferor or Transferee shall sustain arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the Act.

2. That, to the extent permitted by law, they will hold harmless and indemnify the Agent for any loss or damage arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the provisions of the Act.

UNDER PENALTIES OF PERJURY, Transferor and Transferee declare that they have examined this Certification and, to the best of their knowledge and belief, it is true, correct and complete, and Transferor and Transferee further declare that they have authority to sign this document on behalf of Transferor and Transferee, respectively.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Transferor and Transferee have executed this certificate this _____ day of _____, 20__.

TRANSFEROR

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
 produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

TRANSFEEE
FLAGLER COUNTY

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

Sarah E. Spector, Assistant County Attorney

EXHIBIT "D"
OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the fee simple interest in the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Property").

2. That said Property is free and clear of all mortgages, liens and encumbrances whatsoever, except for _____.

3. That there are no Mechanic's Liens under Chapter 713, Florida Statutes, filed against the said Property; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon said Property or any portion thereof, for which any or all of the cost of the same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713, Florida Statutes.

4. That Affiant is in exclusive possession of said Property and no person, firm or corporation has any interest, claim of possession or contract right with respect to said Property which is not a matter of record in the Public Records of Flagler County, Florida, and there are no facts known to Affiant which could give rise to a claim being asserted against said Property.

5. That there are no actions or proceedings now pending in any state or federal court to which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership, or insolvency.

6. That title to said Property is held by Affiant and that a portion of said Property is the homestead of Affiant.

7. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against said Property and no taxes, liens, or assessments which are due or about to become due which have attached or could attach to said Property.

8. That Affiant is not aware of and has not received any notice with respect to said Property: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

9. That the improvements located on the Property are in good working order and Affiant is not aware of any deficiency in the structures, roofing, mechanical features, electrical systems, plumbing, and water and wastewater systems, ordinary wear and tear excepted.

10. That there is no pending litigation or dispute involving or concerning the location of the boundaries of said Property.

11. That no member of the Flagler County Board of County Commissioners (the "County"), no agent or employee of the County, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from or receive any portion of the payments to be made to Affiant under the provisions of the Agreement for the purchase of said Property.

12. That Affiant has agreed and hereby agrees to indemnify and hold harmless Flagler County from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees and costs on appeal and attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.

13. Affiant recognizes that Coastal Title (the "Title Company") and Flagler County will rely on the statements in this Affidavit and Affiant is making this Affidavit for the further purpose of inducing the Title Company to issue its policy or policies of title insurance in connection with the conveyance of said Property and for Flagler County to close the transaction.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

EXHIBIT “E”

Assignment of Development Rights, Permits and Contracts

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the “Assignment”) is executed as of this ____ day of _____, 20__ (the “Effective Date”), by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 (“Assignor”), and Flagler County, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building #2, Suite 301, Bunnell, Florida 32110 (“Assignee”).

Background Facts

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated _____, 20__, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in Flagler County, Florida and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”). Assignor desires to assign any and all development rights, permits and contracts related to the Property to the Assignee.

Agreement

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby assigns to Assignee, to the extent they exist, the following development rights, permits and contracts:
 - a. Any and all ordinances related to zoning and development of the Property.
 - b. Any and all construction plans, engineering plans and preliminary plats for the Property.
 - c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
 - d. Any and all rights and entitlements generated by St. Johns River Water Management District environmental resource and consumptive use permits for the Property.

- e. Any and all rights and entitlements generated by Florida Department of Environmental Protection permits for the Property.
- f. Any and all rights and entitlements generated by U.S. Army Corps of Engineers permits for the Property.
- g. Any and all other local, state and federal permits and approvals related to the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all mitigation, impact fee and other credits obtained by Assignor for development of the Property through agreement or contract, whether or not the same run with the land.
- j. Any other permits or approval related to the ownership and use of the Property.

The above documents shall be referred to herein collectively as the "Approvals".

3. **Binding**. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

4. **Assurances**. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

ASSIGNOR:

Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

ASSIGNEE:

FLAGLER COUNTY

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and
Comptroller

APPROVED AS TO FORM:

Sarah E. Spector, Assistant County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 2

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	01	10955	10/22/2024	005	BUA MCCRANBTR	1	1			
1	11960015	561000		ESL2008Ref/Non-Grant	Land		.00	1,245,000.00	1,245,000.00	
	1119-161-6001-537600-530-53-000-000-561000-						10/22/2024			
2	11950000	598020		ESL2008Ref/Reserves	Reserve - Future Use		10,709,659.00	-1,245,000.00	9,464,659.00	
	1119-150-5000-000000-590-00-000-000-598020-						10/22/2024			
								** JOURNAL TOTAL	0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

YEAR	PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC					
2025	1	10955											
BUA	1119-161-6001-537600-530-53-000-000-561000-							Land		5		1,245,000.00	
	10/22/2024	MCCRANBTR	005							T			
BUA	1119-150-5000-000000-590-00-000-000-598020-							Reserve - Future Use		5			1,245,000.00
	10/22/2024	MCCRANBTR	005							T			
JOURNAL 2025/01/10955										TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****		10/22/2024	2025/01/10955						
PAB	BD25TRK001-CAP/LOCAL	-CIMP/1119	-561000	005			T MCCRANBTR	5	1,245,000.00
							BD25TRK001 TOTAL:		1,245,000.00
** END OF REPORT - Generated by Michael Catalano **									

Fairman Maintenance Corp

ctgrebe@yahoo.com

(904) 814-4147

96 Beaverdam Ln

Palm Coast FL 32137-8639

Inspector: Charles Grebe

HI 7402



Property Inspection Report 11272024

Client(s): **FLAGLER COUNTY**

Property address: **3620 CR 2006**

BUNNELL FL

32110

Inspection date: **Wednesday, November 27, 2024**

This report published on Wednesday, November 27, 2024 10:46:25 PM EST

This report is the exclusive property of this inspection company and the client(s) listed in the report title. Use of this report by any unauthorized persons is prohibited.

General Information

Report number: 11272024

Time started: 1201 pm

Time finished: 330pm

Present during inspection: Client, Property owner

Client present for discussion at end of inspection: No

Weather conditions during inspection: Dry (no rain)

Temperature during inspection: Warm

Type of building: Single family

Buildings inspected: One house

Number of residential units inspected: 1

Age of main building: 2008

Source for main building age: Municipal records or property listing

Front of building faces: South

Main entrance faces: South

Occupied: Yes

1) I HIRED RASZL POOL INC ,TO PROVIDE THE POOL INSPECTION . POOL REPORT DONE RAY.
PICTURES WERE TAKEN BY ME .

TERMITE INSPECTOR WAS SCHEDULED AT THE TIME OF MY HOME INSPECTION . AS OF 330 PM SUN
COUNTRY INSPECTOR DID NOT SHOW . REPORT FROM HIM TO FOLLOW AS SOON AS HE IS ON SITE
. HOMEOWNER ON STANDBY FOR THIS INSPECTION.

2)



Photo 2-1 POOL ELECTRIC HEATER NOT WORKING



Photo 2-2 POOL EQUIPMENT RASZL POOL REPORT ADDRESS THIS



Photo 2-3 CABELS FOR POOL SCREEN
NEED TO TIGHTENED



Photo 2-4 POOL



Photo 2-5 POOL



Photo 2-6 SCREEN DOOR LATCH
BROKEN



Photo 2-7 POOL DECK FAILURE



Photo 2-8 POOL SHELL REFER TO POOL
REPORT

Grounds

Limitations: Unless specifically included in the inspection, the following items and any related equipment, controls, electric systems and/or plumbing systems are excluded from this inspection: detached buildings or structures; fences and gates; retaining walls; underground drainage systems, catch basins or concealed sump pumps; swimming pools and related safety equipment, spas, hot tubs or saunas; whether deck, balcony and/or stair membranes are watertight; trees, landscaping, properties of soil, soil stability, erosion and erosion control; ponds, water features, irrigation or yard sprinkler systems; sport courts, playground, recreation or leisure equipment; areas below the exterior structures with less than 3 feet of vertical clearance; invisible fencing; sea walls, docks and boathouses; retractable awnings. Any comments made regarding these items are as a courtesy only.

Site profile: Minor slope

Condition of driveway: Appeared serviceable

Driveway material: Poured in place concrete

Condition of sidewalks and/or patios: Appeared serviceable

Sidewalk material: Paving stones

Condition of decks, porches and/or balconies: Appeared serviceable

Deck, porch and/or balcony material: Concrete

3)



Photo 3-1 ADDRESS



Photo 3-2 ENTRANCE GATE



Photo 3-3 GATE CONTROL BOX



Photo 3-4 GATE CONTROL BOX

4)



Photo 4-1 IRR SYSTEM NOT PART OF INSPECTION



Photo 4-2 IRR CLOCK

5)



Photo 5-1 TREE ON HOUSE

Exterior and Foundation

Limitations: The inspector performs a visual inspection of accessible components or systems at the exterior. Items excluded from this inspection include below-grade foundation walls and footings; foundations, exterior surfaces or components obscured by vegetation, stored items or debris; wall structures obscured by coverings such as siding or trim. Some items such as siding, trim, soffits, vents and windows are often high off the ground, and may be viewed using binoculars from the ground or from a ladder. This may limit a full evaluation. Regarding foundations, some amount of cracking is normal in concrete slabs and foundation walls due to shrinkage and drying. Note that the inspector does not determine the adequacy of seismic reinforcement.

Condition of wall exterior covering: Required repairs, replacement and/or evaluation (see comments below)

Apparent wall structure: Wood frame


Wall covering: Stucco

Condition of foundation and footings: Appeared serviceable


Apparent foundation type: Concrete slab on grade, Concrete garage slab


Foundation/stem wall material: Concrete slab on grade


Footing material (under foundation stem wall): Concrete slab


6)  Flashing at one or more locations was missing. Leaks can occur as a result. Recommend that a qualified person repair, replace or install flashing as necessary, and per standard building practices.

Para pit walls has no flashing on top . Stucco cracking in some areas where horizontal and vertical meet

7)  Cracks, deterioration and/or damage were found in one or more areas of the exterior stucco finish. In damp climates, moisture can enter cracks or damaged areas and further deteriorate the stucco. Also the wall behind the stucco can become damaged from moisture. Note that areas behind the stucco are inaccessible and excluded from this inspection. Recommend that a qualified contractor repair or replace stucco as necessary.

8)  Vegetation such as trees, shrubs and/or vines was in contact with or close to the building exterior. Vegetation can serve as a pathway for wood-destroying insects and can retain moisture against the exterior after it rains. This is a conducive condition for wood-destroying organisms. Recommend pruning, moving or removing vegetation as necessary to maintain at least 6 inches of space between it and the building exterior. A 1-foot clearance is better.

9)  The paint or stain finish over much of the entire structure was failing (e.g. peeling, faded, worn, thinning). Siding and trim with a failing finish can be damaged by moisture. Recommend that a qualified contractor prep (e.g. clean, scrape, sand, prime, caulk) and repaint or restain the entire building exterior per standard building practices. Any repairs needed to the siding or trim should be made prior to this.

10)  The paint or stain finish in some areas was failing (e.g. peeling, faded, worn, thinning). Siding and trim with a failing finish can be damaged by moisture. Recommend that a qualified contractor prep (e.g. clean, scrape, sand, prime, caulk) and repaint or restain the building exterior where necessary and per standard building practices. Any repairs needed to the siding or trim should be made prior to this.

11)



Photo 11-1 STUCCO CRACKS SEVERAL LOCATIONS



Photo 11-2 STUCCO CRACKS



Photo 11-3 STUCCO REPAIR UNDER WINDOWS



Photo 11-4 TREE ON HOUSE



Photo 11-5 WALL CRACKS IN STUCCO

12)



Photo 12-1 LEFT ELEVATION



Photo 12-2 REAR ELEVATION



Photo 12-3 REAR ELEVATION



Photo 12-4 RIGHT ELEVATION



Photo 12-5 RIGHT ELEVATION



Photo 12-6 EXTERIOR OUTLET BOX
MISSING COVER



Photo 12-7 EXHAUST VENT DAMPER MISSING



Photo 12-8 EXPOSED WIRES

Roof

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; solar roofing components. Any comments made regarding these items are made as a courtesy only. Note that the inspector does not provide an estimate of remaining life on the roof surface material, nor guarantee that leaks have not occurred in the roof surface, skylights or roof penetrations in the past. Regarding roof leaks, only active leaks, visible evidence of possible sources of leaks, and evidence of past leaks observed during the inspection are reported on as part of this inspection. The inspector does not guarantee or warrant that leaks will not occur in the future. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high wind and rain, melting snow) would be needed to do so. Regarding the roof drainage system, unless the inspection was conducted during and after prolonged periods of heavy rain, the inspector was unable to determine if gutters, downspouts and extensions performed adequately or were leak-free.

Condition of roof surface material: Appeared serviceable, Required repair, replacement and/or evaluation (see comments below)

Roof surface material: Torch down (modified bitumen)

Roof type: Flat or low slope, 3-5 small air pockets found

Condition of gutters, downspouts and extensions: Appeared serviceable

13) 🛠️ Extensions such as splash blocks or drain pipes for one or more downspouts were missing. Water can accumulate around the building foundation or inside crawl spaces or basements as a result. Recommend that a qualified person install, replace or repair extensions as necessary so rainwater drains away from the structure.

14) 🔍 Blisters were found in the flat or low-slope roof surface. Blisters can be caused by improper heating of asphalt, bad adhesion between plies, dry laps, and/or improper torching depending on what materials and methods of installation were used. Moisture and air trapped between layers can vaporize due to heat from the sun and result in blisters. It may not be necessary to repair all blisters, but in some cases, such as when blisters are large or near seams, repair may be needed. Recommend that a qualified contractor evaluate and repair as necessary.

15)



Photo 15-1 ROOF DECK
A FEW AIR POCKETS



Photo 15-2 AIR POCKET



Photo 15-3 WALL MEETS TOP CAP
STUCCO HAS OPEN JOINTS IN AREAS
MAX 1/8 INCH



Photo 15-4 CAP WALL JOINT/ CRACK
LINE



Photo 15-5 WALL /CAP CRACK JOINT



Photo 15-6



Photo 15-7 ROOF CAP AIR BUBBLES



Photo 15-8 ROOF



Photo 15-9 ROOF DRAINS



Photo 15-10 WALL /CAP CRACK 1/8
OPEN



Photo 15-11 CAMERA ON WALL CAP
SCREWED DOWN

Attic and Roof Structure

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; areas and components obscured by insulation. Any comments made regarding these items are made as a courtesy only. The inspector does not determine the adequacy of the attic ventilation system. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high/low temperatures, high/low humidity, high wind and rain, melting snow) would be needed to do so. The inspector is not a licensed engineer and does not determine the adequacy of roof structure components such as trusses, rafters or ceiling beams, or their spacing or sizing.

Garage or Carport

Limitations: The inspector does not determine the adequacy of firewall ratings. Requirements for ventilation in garages vary between municipalities.

Type: Attached

Condition of door between garage and house: Appeared serviceable

Type of door between garage and house: Wood

Condition of garage vehicle door(s): Appeared serviceable

Type of garage vehicle door: Sectional

Number of vehicle doors: 4

Condition of automatic opener(s): Appeared serviceable

Mechanical auto-reverse operable (reverses when meeting reasonable resistance during closing): No

Condition of garage floor: Appeared serviceable

Condition of garage interior: Required repair or evaluation (see comments below), Small Sheetrock section missing

Garage ventilation: None visible

16) + 🔧🔍 The auto-reverse mechanism on one or more automatic openers for garage vehicle doors . This is a potential safety hazard. A qualified contractor should evaluate and repair as necessary. For more information on garage door safety issues, visit:

<http://www.reporthost.com/?NRGD>

17)



Photo 17-1 CENRAL VAC SYSTEM



Photo 17-2 SHEET ROCK CUT OUT



Photo 17-3 GARAGE BUCK



Photo 17-4 SEAL GARAGE CEILING AT FRESH AIR INTAKE PIPE

Electric

Limitations: The following items are not included in this inspection: generator systems, transfer switches, surge suppressors, inaccessible or concealed wiring; underground utilities and systems; low-voltage lighting or lighting on timers or sensors. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of grounding or bonding, if this system has an adequate capacity for the client's specific or anticipated needs, or if this system has any reserve capacity for additions or expansion. The inspector does not operate circuit breakers as part of the inspection, and does not install or change light bulbs. The inspector does not evaluate every wall switch or receptacle, but instead tests a representative number of them per various standards of practice. When furnishings, stored items or child-protective caps are present some receptacles are usually inaccessible and are not tested; these are excluded from this inspection. Receptacles that are not of standard 110 volt configuration, including 240-volt dryer receptacles, are not tested and are excluded. The functionality of, power source for and placement of smoke and carbon monoxide alarms is not determined as part of this inspection. Upon taking occupancy, proper operating and placement of smoke and carbon monoxide alarms should be verified and batteries should be changed. These devices have a limited lifespan and should be replaced every 10 years. The inspector attempts to locate and evaluate all main and sub-panels. However, panels are often concealed. If panels are found after the inspection, a qualified electrician should evaluate and repair if necessary. The inspector attempts to determine the overall electrical service size, but such estimates are not guaranteed because the overall capacity may be diminished by lesser-rated components in the system. Any repairs recommended should be made by a licensed electrician.

Electric service condition: Appeared serviceable

Primary service type: Underground

Number of service conductors: 4

Service voltage (volts): 120-240

Estimated service amperage: 200

Primary service overload protection type: Circuit breakers

Service entrance conductor material: Stranded aluminum

Main disconnect rating (amps): 200

System ground: Concrete encased electrode

Condition of main service panel: Appeared serviceable

Condition of sub-panel(s): Appeared serviceable

Location of main service panel #A: Building exterior, At garage

Location of sub-panel #B: Laundry room



Location of main disconnect: Breaker at top of main service panel

Condition of branch circuit wiring: Serviceable

Branch circuit wiring type: Non-metallic sheathed



Solid strand aluminum branch circuit wiring present: None visible

Smoke alarms installed: Yes, but not tested

18)   Smoke alarms were missing from bedrooms. Additional smoke alarms should be installed as necessary so a functioning alarm exists in each hallway leading to bedrooms, in each bedroom, on each level and in any attached garage. For more information, visit:


<http://www.reporthost.com/?SMKALRM>

Wiring present smoke detector not


19)   Based on the age of this structure and the appearance of existing smoke alarms, the alarms may have been installed more than 10 years ago. According to [National Fire Protection Association](#), aging smoke alarms don't operate as efficiently and often are the source for nuisance alarms. Older smoke alarms are estimated to have a 30% probability of failure within the first 10 years. Newer smoke alarms do better, but should be

replaced after 10 years. Unless you know that the smoke alarms are new, replacing them when moving into a new residence is also recommended by NFPA. For more information, visit:

<http://www.reporthost.com/?SMKALRMLS>

20)  No carbon monoxide alarms were visible. This is a potential safety hazard. Some states and/or municipalities require CO alarms to be installed for new construction and/or for homes being sold. Recommend installing approved CO alarms outside of each separate sleeping area in the immediate vicinity of the bedrooms on each level and in accordance with the manufacturer's recommendations. For more information, visit:

<http://www.reporthost.com/?COALRM>

21)  One or more wall switches were broken or damaged. Recommend that a qualified electrician replace wall switches as necessary.

Kitchen overhead switch

22)



Photo 22-1 MAIN 200 AMP ELECTRIC PANEL RIGHT SIDE OF GARAGE



Photo 22-2 MAIN PANEL 200A FEED THRU



Photo 22-3 200A MAIN BREAKER



Photo 22-4 SUB PANEL IN LAUNDRY ROOM



Photo 22-5 SUB PANEL



Photo 22-6 SUB PANEL



Photo 22-7 SHED SUB PANEL

23)



Photo 23-1 MAIN PANEL

Plumbing / Fuel Systems

Limitations: The following items are not included in this inspection: private/shared wells and related equipment; private sewage disposal systems; hot tubs or spas; main, side and lateral sewer lines; gray water systems; pressure boosting systems; trap primers; incinerating or composting toilets; fire suppression systems; water softeners, conditioners or filtering systems; plumbing components concealed within the foundation or building structure, or in inaccessible areas such as below tubs; underground utilities and systems; overflow drains for tubs and sinks; backflow prevention devices. Any comments made regarding these items are as a courtesy only. Note that the inspector does not operate water supply or shut-off valves due to the possibility of valves leaking or breaking when operated. The inspector does not test for lead in the water supply, the water pipes or solder, does not determine if plumbing and fuel lines are adequately sized, and does not determine the existence or condition of underground or above-ground fuel tanks.

Condition of service and main line: Appeared serviceable

Water service: Private well

Water pressure (psi): 44 psi

Location of main water shut-off: Building exterior, Pump House

Condition of supply lines: Appeared serviceable

Supply pipe material: CPVC plastic

Condition of drain pipes: Appeared serviceable

Drain pipe material: Plastic

Condition of waste lines: Appeared serviceable

Waste pipe material: Plastic

Vent pipe condition: Appeared serviceable, Stutter vent

Vent pipe material: Plastic

Sewage ejector pump installed: None visible


Condition of sewage ejector pump: Appeared serviceable

Type of irrigation system supply source: Private well

Condition of fuel system: Appeared serviceable

Visible fuel storage systems: Below ground, propane tank


Location of main fuel shut-off valve: At propane tank

24)  Based on visible equipment or information provided to the inspector, the water supply to this property appeared to be from a private well. Private well water supplies are specialty systems and are excluded from this inspection. Comments in this report related to this system are made as a courtesy only and are not meant to be a substitute for a full evaluation by a qualified specialist. The inspector does not test private well water for contamination or pollutants, determine if the supply and/or flow are adequate, or provide an estimate for remaining life of well pumps, pressure tanks or equipment. Only visible and accessible components are evaluated. Recommend the following:

- That a qualified well contractor fully evaluate the well, including a pump/flow test
- That the well water be tested per the client's concerns (coliforms, pH, contaminants, etc.)
- Research the well's history (how/when constructed, how/when maintained or repaired, past performance, past health issues)
- Document the current well capacity and water quality for future reference

For more information, visit:

<http://www.reporhost.com/?WELL>

25)  A water filtration system was installed on the premises. These are specialty systems and are excluded from this inspection. Comments in this report related to this system are made as a courtesy only and are not meant to be a substitute for a full evaluation by a qualified specialist. Filter cartridges typically need replacing

periodically. Cleaning and other maintenance may also be needed. Recommend consulting with the property owner about this system to determine its condition, required maintenance, age, expected remaining life, etc. For more information, visit:

<http://www.reporhost.com/?WTRFLTR>

26)



Photo 26-1 MAIN WATER SHUT OFF IN SHED



Photo 26-2 WATER PUMP FROM HOLDING TANK FOR HOUSE WATER



Photo 26-3 REVERSE OSMO WATER TREATMENT SYSTEM ,DUMPS EXCESS WATER TO EXTERIOR OF SHED . WATER COLLECTING AND PONDING



Photo 26-4 WATER HOLDING TANK



Photo 26-5 WATER PSI



Photo 26-6 GAS WATER HEATER DATA

27)



Photo 27-1 EXT SHOWER CAPPED OF TO SHOWER HEAD



Photo 27-2 SEPTIC PUMP/FIELD

Water Heater

Limitations: Evaluation of and determining the adequacy or completeness of the following items are not included in this inspection: water recirculation pumps; solar water heating systems; Energy Smart or energy saver controls; catch pan drains. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on water heaters, does not determine if water heaters are appropriately sized, or perform any evaluations that require a pilot light to be lit or a shut-off valve to be operated.

Condition of water heater: Appeared serviceable

Type: Tankless

Energy source: Propane

Estimated age: 2008

Temperature-pressure relief valve installed: Yes

Location of water heater: Rear of house at garage

Hot water temperature tested: Yes

Water temperature (degrees Fahrenheit): 115

Condition of venting system: Not tested behind stacks of books

28)



Photo 28-1 POOL GAS HEATER



Photo 28-2 WHOLE HOUSE WATER HEATER

Heating, Ventilation and Air Condition (HVAC)

Limitations: The following items are not included in this inspection: humidifiers, dehumidifiers, electronic air filters; solar, coal or wood-fired heat systems; thermostat or temperature control accuracy and timed functions; heating components concealed within the building structure or in inaccessible areas; underground utilities and systems; safety devices and controls (due to automatic operation). Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on heating or cooling system components, does not determine if heating or cooling systems are appropriately sized, does not test coolant pressure, or perform any evaluations that require a pilot light to be lit, a shut-off valve to be operated, a circuit breaker to be turned "on" or a serviceman's or oil emergency switch to be operated. It is beyond the scope of this inspection to determine if furnace heat exchangers are intact and free of leaks. Condensation pans and drain lines may clog or leak at any time and should be monitored while in operation in the future. Where buildings contain furnishings or stored items, the inspector may not be able to verify that a heat source is present in all "liveable" rooms (e.g. bedrooms, kitchens and living/dining rooms).

General heating system type(s): Heat pump

General heating distribution type(s): Ducts and registers

Condition of forced air heating/(cooling) system: Appeared serviceable

Forced air heating system fuel type: Electric

Estimated age of forced air furnace: 2021

Location of forced air furnace: Garage

Forced air system capacity in BTUs or kilowatts: 48k

Condition of furnace filters: Appeared serviceable

Location for forced air filter(s): At base of air handler

Condition of forced air ducts and registers: Appeared serviceable


Condition of cooling system and/or heat pump: Appeared serviceable

Cooling system and/or heat pump fuel type: Electric

Location: Right side of garage

Type: Split system, Heat pump

Condition of controls: Appeared serviceable

29)  The last service date of the forced air heating/cooling system appeared to be more than 1 year ago, or the inspector was unable to determine the last service date. Ask the property owner when it was last serviced. If unable to determine the last service date, or if this system was serviced more than 1 year ago, recommend that a qualified HVAC contractor service this system and make repairs if necessary. Because this system has a compressor and refrigerant system, this servicing should be performed annually in the future. Any needed repairs noted in this report should be brought to the attention of the contractor when it's serviced.

30)



Photo 30-1 HOUSE COMPRESSOR 4 TON INSTALLED IN 2021 REPIPED THROUGH GARAGE TO AIR HANDLER NO ATTIC ACCESS



Photo 30-2 COMPRESSOR DATA



Photo 30-3 A/H DATA



Photo 30-4 A/H DATA

31)



Photo 31-1 A/H COIL

Fireplaces, Stoves, Chimneys and Flues

Limitations: The following items are not included in this inspection: coal stoves, gas logs, chimney flues (except where visible). Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of drafting or sizing in fireplace and stove flues, and also does not determine if prefabricated or zero-clearance fireplaces are installed in accordance with the manufacturer's specifications. The inspector does not perform any evaluations that require a pilot light to be lit, and does not light fires. The inspector provides a basic visual examination of a chimney and any associated wood burning device. The National Fire Protection Association has stated that an in-depth Level 2 chimney inspection should be part of every sale or transfer of property with a wood-burning device. Such an inspection may reveal defects that are not apparent to the home inspector who is a generalist.

Condition of gas-fired fireplaces or stoves: Appeared serviceable

Gas fireplace or stove type: Metal pre-fab fireplace

Gas-fired flue type: Vent-free

Kitchen

Limitations: The following items are not included in this inspection: household appliances such as stoves, ovens, cook tops, ranges, warming ovens, griddles, broilers, dishwashers, trash compactors, refrigerators, freezers, ice makers, hot water dispensers and water filters; appliance timers, clocks, cook functions, self and/or continuous cleaning operations, thermostat or temperature control accuracy, and lights. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of the remaining life of appliances, and does not determine the adequacy of operation of appliances. The inspector does not note appliance manufacturers, models or serial numbers and does not determine if appliances are subject to recalls. Areas and components behind and obscured by appliances are inaccessible and excluded from this inspection.

Condition of counters: Appeared serviceable

Condition of cabinets: Appeared serviceable

Condition of sinks and related plumbing: Appeared serviceable

Condition of under-sink food disposal: Appeared serviceable

Condition of dishwasher: Required repair, replacement and/or evaluation (see comments below)

Condition of range, cooktop or oven: Appeared serviceable

Range, cooktop or oven type: Electric

Condition of refrigerator: Appeared serviceable

Condition of built-in microwave oven: N/A (none installed)

Bathrooms, Laundry and Sinks

Limitations: The following items are not included in this inspection: overflow drains for tubs and sinks; heated towel racks, saunas, steam generators, clothes washers, clothes dryers. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of washing machine drain lines, washing machine catch pan drain lines, or clothes dryer exhaust ducts. The inspector does not operate water supply or shut-off valves for sinks, toilets, bidets, clothes washers, etc. due to the possibility of valves leaking or breaking when operated. The inspector does not determine if shower pans or tub and shower enclosures are water tight, or determine the completeness or operability of any gas piping to laundry appliances.

Location #A: Full bath, Master bath

Location #B: 3/4 bath

Condition of counters: Appeared serviceable

Condition of cabinets: Appeared serviceable

Condition of flooring: Appeared serviceable

Condition of sinks and related plumbing: Appeared serviceable

Condition of toilets: Appeared serviceable

Condition of bathtubs and related plumbing: Appeared serviceable

Condition of shower(s) and related plumbing: Appeared serviceable

Condition of ventilation systems: Appeared serviceable

Bathroom ventilation type: Spot fans

Gas supply for laundry equipment present: No

240 volt receptacle for laundry equipment present: Yes

32)



Photo 32-1 WASHER VAVLES

Interior, Doors and Windows

Limitations: The following items are not included in this inspection: security, intercom and sound systems; communications wiring; central vacuum systems; elevators and stair lifts; cosmetic deficiencies such as nail-pops, scuff marks, dents, dings, blemishes or issues due to normal wear and tear in wall, floor and ceiling surfaces and coverings, or in equipment; deficiencies relating to interior decorating; low voltage and gas lighting systems. Any comments made regarding these items are as a courtesy only. Note that the inspector does not evaluate any areas or items which require moving stored items, furnishings, debris, equipment, floor coverings, insulation or similar materials. The inspector does not test for asbestos, lead, radon, mold, hazardous waste, urea formaldehyde urethane, or any other toxic substance. Some items such as window, drawer, cabinet door or closet door operability are tested on a sampled basis. The client should be aware that paint may obscure wall and ceiling defects, floor coverings may obscure floor defects, and furnishings may obscure wall, floor and floor covering defects. If furnishings were present during the inspection, recommend a full evaluation of walls, floors and ceilings that were previously obscured when possible. Determining the cause and/or source of odors is not within the scope of this inspection.

Condition of exterior entry doors: Appeared serviceable

Exterior door material: Wood

Condition of interior doors: Appeared serviceable

Condition of windows and skylights: Required repair, replacement and/or evaluation (see comments below), Window seal show wear suspect leaking

Type(s) of windows: Metal, Casement

Condition of walls and ceilings: Appeared serviceable


Wall type or covering: Drywall


Ceiling type or covering: Drywall

Condition of flooring: Appeared serviceable

Condition of concrete slab floor(s): Appeared serviceable

Flooring type or covering: Wood or wood products, Tile

33)  One or more windows that were designed to open and close were . Recommend that a qualified person repair windows as necessary so they open and close easily.

34)  No window screens were installed. Windows may not provide ventilation during months when insects are active.

35)



Photo 35-1 METAL FRAME WINDOWS /CASEMENTS. WINDOW SEALS DAMAGED IN LOWER CORNERS . SUSPECT WATER INTRUSION INTO WALLS. HOUSE INSULATED WITH CLOSE CELLED MATERIAL THE REASON FOR STUCCO REPAIRS. WINDOW TRIM MINOR DAMAGE TO STUCCO



Photo 35-2 WINDOW METAL CASEMENT STUCCO REPAIR CLOSED CELL INSULATION WATER INTRUSION



Photo 35-3 STUCCO REPAIR BELOW WINDOWS

36)



Photo 36-1 WOOD FRONT DOOR

Thank you for choosing Fairman Maintenance Corp.



1484 Ineri Ct.
Ormond Beach, FL
32174

INVOICE

Date	Invoice #
11/23/2024	12771
Customer Phone	
904-814-4147	
Customer E-mail	
ctgrebe@yahoo.com	
Terms	
Due on receipt	

Bill To
Charlie Grebe RE: Inspection 3620 CR 2006 Bunnell, FL 32110

Item	Description	Amount
	<p>POOL FINISH:</p> <ul style="list-style-type: none"> - Plaster is old and worn with missing material observed in some areas - Can see through to pool shell in some spots - Plaster will need to be replaced <p>SPA:</p> <ul style="list-style-type: none"> - Fiberglass is in good shape at time of inspection - Mechanical issues with Spa controls. Buttons missing and/or malfunctioning <p>COPING:</p> <ul style="list-style-type: none"> - Good condition at time of inspection <p>PAVERS:</p> <ul style="list-style-type: none"> - Many sinking paver areas observed on deck - Pavers dirty with algae/ Ants are present with several piles visible - Sinking pavers can be possible indication of leaking pool 	

Thank you for your business!		Balance Due \$200.00
386-615-6966	raszl@bellsouth.net CPC 1457815	www.customfloridapools.com





1484 Ineri Ct.
Ormond Beach, FL
32174

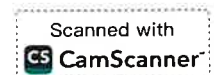
INVOICE

Date	Invoice #
11/23/2024	12771
Customer Phone	
904-814-4147	
Customer E-mail	
ctgrebe@yahoo.com	
Terms	
Due on receipt	

Bill To
Charlie Grebe RE: Inspection 3620 CR 2006 Bunnell, FL 32110

Item	Description	Amount
POOL INSPE...	<p>Pool Inspection performed 11/22/24 per Charlie Grebe 3620 CR 2006 Bunnell, FL 32110</p> <p>POOL EQUIPMENT:</p> <ul style="list-style-type: none"> - Pump working properly at time of inspection - Filter working properly at time of inspection - Propane Heater disconnected /not in working order/ Corrosion visible - Electric Heat Pump has power but was not working at time of inspection. Service light is on and Corrosion is visible - Air blower for spa working properly at time of inspection - Plumbing pipes and valves at Equipment area are in working order <p>SCREEN ENCLOSURE:</p> <ul style="list-style-type: none"> - Intact at time of inspection with slight corrosion on hardware - Observed loose screen panels and missing hardware <p>POOL TILE:</p> <ul style="list-style-type: none"> - Tile is in good shape at time of inspection - Small areas of missing grout around skimmer area 	200.00

Thank you for your business!		Balance Due
386-615-6966	raszl@bellsouth.net CPC 1457815	www.customfloridapools.com





NICOLE "NIKKI" FRIEL
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Rule 5E-14.142, F.A.C.
Telephone Number (850) 617-7996

SECTION 1 - GENERAL INFORMATION

Inspection Company:

Sun Country Pest Control		Business License Number: JB196471
<small>Inspection Company Name</small> 103 Fourth St		Phone Number: (386) 437-5528
<small>Company Address</small> Bunnell, FL 32110		Date of Inspection: 2024-12-03
<small>Company City, State, and Zip Code</small>		
Inspector's Name and Identification Card Number: Trevor Tucker		Je81044
<small>Print Name</small>		<small>ID Card No.</small>
Address of Property Inspected: 3620 County Road 2006, Bunnell, FL 32110		
Structure(s) on Property Inspected: Single family residence		
Inspection and Report requested by: _____ <small>Name and Contact Information</small>		
Report Sent to Requestor and to: _____ <small>Name and Contact Information if different from above</small>		

SECTION 2 - INSPECTION FINDINGS - CONSUMERS SHOULD READ THIS SECTION CAREFULLY

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS (WDOs) OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

This report does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall-coverings, floor coverings, furniture, equipment, stored articles, insulation or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood-destroying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions. **A wood-destroying organism (WDO) means an arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, and wood-decaying fungi.**

NOTE: This is NOT a structural damage report. it should be understood that there may be damage, including possible hidden damage present. FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.

Based on a visual inspection of accessible areas, the following findings were observed:

(See Page 2, Section 3 to determine which areas of the inspected structure(s) may have been inaccessible.)

A. NO visible signs of WDO(s)(live, evidence, or damage) observed.

B. VISIBLE signs of WDO(s) was observed as follows:

1. LIVE WDO(s): _____
(Common Name of Organism and Location - use additional page, if needed)

2. EVIDENCE of WDO(s)(dead wood-destroying insects or insect parts, frass, shelter tubes, exit holes, or other evidence):
woodrot
(Common Name, Description and Location - Describe evidence - use additional page, if needed)

3. DAMAGE caused by WDO(s) was observed and noted as follows:
woodrot on decorative beams and decorative shutters.
(Common Name, Description, and Location of all visible damage - Describe damage - use additional page, if needed)

CONTINUED ON PAGE TWO

SECTION 3 - OBSTRUCTIONS AND INACCESSIBLE AREAS: The following areas of the structure(s) inspected were obstructed or inaccessible. NO INFORMATION on the status of wood-destroying organisms or damage from wood-destroying organisms in these areas is provided in this report.

In addition to those areas described in consumer information on Page 1, Section 2; the following specific areas were not visible and/or accessible for inspection. The descriptions and reasons for inaccessibility are stated below:

- Attic **SPECIFIC AREAS:** most attic
REASON: clearance and insulation
- Interior **SPECIFIC AREAS:** cabinets and closets / garage
REASON: stored items and clothing
- Exterior **SPECIFIC AREAS:** _____
REASON: _____
- Crawlspace **SPECIFIC AREAS:** _____
REASON: _____
- Other: **SPECIFIC AREAS:** _____
REASON: _____

SECTION 4 - NOTICE OF INSPECTION AND TREATMENT INFORMATION

EVIDENCE of previous treatment observed: Yes No

If Yes, the structure exhibits evidence of previous treatment. List what was observed:

(State what visible evidence was observed to suggest possible previous treatment - use additional page, if needed)

NOTE: The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment history and any warranty or service agreement which may be in place.

A Notice of Inspection has been affixed to the structure at: electrical panel
(State the location)

This Company has treated the structure(s) at the time of inspection: Yes No

If Yes: Common name of organism treated: _____
(Common name of organism)

Name of Pesticide Used: _____ Terms and Conditions of Treatment: _____

Method of treatment: Whole structure Spot treatment: _____

Specify Treatment Notice Location: _____

SECTION 5 - COMMENTS AND FINANCIAL DISCLOSURE

Comments: Visible evidence of WDO's were observed as noted on page 1 of this report.
(Use additional pages, if necessary)

Neither the company (licensee) nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction or with any party to the transaction other than for inspection purposes.

Signature of Licensee or Agent:  _____ Date: 2024-12-03

Address of Property Inspected: 3620 County Road 2006 Inspection Date: 2024-12-03



Bull Creek Campground Proposed Expansion

<ul style="list-style-type: none"> Campground Assets Road Pull Through P General Parking 	<ul style="list-style-type: none"> RV Camper Lot ♿ Handicap Accessible Camper Lot Current Parcels 	<p>Date created: 11/13/2024 Aerial imagery date: 12/2022</p>
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All data on this map is preliminary.
Created by Flagler County BOCC GIS.

