

**CONDOMINIUM PURCHASE AGREEMENT  
DOCKSIDE AT GULF LANDINGS, A CONDOMINIUM**

**THIS CONDOMINIUM UNIT PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into as of the date it has been signed by both Seller and Buyer (the “**Effective Date**”), by and between **THE RESERVE AT SEA FOREST, LLC**, a Florida limited liability company, (the “**Seller**”), whose address is 3105 W. Waters Avenue, Suite 107, Tampa, Florida 33614, and the part(ies) named below (collectively, the “**Buyer**”), for a condominium unit in the dock and mooring facility known as Dockside at Gulf Landings, a Condominium (“**Condominium**”). The Condominium consists of forty-two (42) “Units” and the Common Elements, as further described in that certain Declaration of Condominium recorded in Official Records Book 7262, Page 1597, of the Public Records of Pasco County, Florida (the “**Declaration**”).

**Buyer(s):** \_\_\_\_\_

**Buyer Address:** \_\_\_\_\_

**Buyer Telephone:**

Home: \_\_\_\_\_ Business: \_\_\_\_\_ Fax: \_\_\_\_\_

Exact name(s) in which title will be taken: \_\_\_\_\_

**Unit No.** \_\_\_\_\_ (the “**Unit**”). See diagram of Unit location and layout in plan attached hereto as *Exhibit A* and also included in the Declaration delivered to Buyer.

“**Closing Agent**”: To be determined and indicated in Escrow Acknowledgment attached hereto.

“**Escrow Agent**”: To be determined and indicated in Escrow Acknowledgment attached hereto, but shall be the same party as Closing Agent.

“**Buyer’s Broker**” (if any): \_\_\_\_\_ (none if left blank)

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DECLARATION AND ANY OTHER CONDOMINIUM DOCUMENTS FURNISHED BY SELLER TO BUYER.**

**1. Purchase Price and Payment Terms**

(a) "Purchase Price":	\$ _____	.00
(b) Payment Terms:		
"Deposit" (20%) due upon signing:	\$ _____	.00
"Balance of Purchase Price," subject to prorations and adjustments, due at Closing:	\$ _____	.00
<b>TOTAL:</b>	\$ _____	.00

The Initial Deposit has been paid prior to or upon execution of this Agreement by Buyer, subject to clearance of any personal check.

The Balance of Purchase Price must be paid at Closing by a bank check, certified check, or wire transfer. No other form of payment shall be permitted.

**2. Purchase and Sale.** Seller agrees to sell and Buyer agrees to purchase, upon the following terms and conditions, the above-described Unit, which shall include an undivided share of the common elements and other appurtenances thereto and any personal property contained therein, subject to all the Permitted Exceptions (as defined in Section 9(c) of this Agreement), and all other terms and conditions of this Agreement.

**3. The Condominium.** The property described in the Declaration is referred to as the "Condominium Property" in this Agreement. Buyer agrees to be bound by the provisions of the Declaration, the Articles of Incorporation, and the Bylaws of Dockside at Gulf Landings Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), the Rules and Regulations of the Association, as the same may be amended from time to time, and the permit issued by the Department of the Army and identified as Permit No. 199602766 (IP-PW) including any amendments thereto, extensions or successors thereof, and any other documents which govern the use and maintenance of the dock and boat slips which form part of the Condominium Property (the "Dock Permit").

**4. DISCLAIMER OF WARRANTIES. BUYER IS PURCHASING THE UNIT AS-IS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ALL WARRANTIES IMPOSED BY STATUTE (EXCEPT ONLY THOSE IMPOSED BY THE FLORIDA CONDOMINIUM ACT TO THE EXTENT THEY CANNOT BE DISCLAIMED AND TO THE EXTENT THEY HAVE NOT EXPIRED BY THEIR TERMS), AND ALL OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY**

**DISCLAIMED. SELLER HAS NOT GIVEN AND BUYER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. AS TO ANY IMPLIED WARRANTY WHICH CANNOT BE DISCLAIMED ENTIRELY, ALL SECONDARY, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (CLAIMS FOR SUCH SECONDARY, INCIDENTAL, AND CONSEQUENTIAL DAMAGES BEING CLEARLY UNAVAILABLE IN THE CASE OF IMPLIED WARRANTIES WHICH ARE DISCLAIMED ENTIRELY ABOVE). THIS SECTION SHALL SURVIVE CLOSING.**

**5. No Financing Contingency.** Buyer represents and warrants that Buyer's obligations under this Agreement are not and will not be subject to or contingent upon Buyer securing financing for the acquisition of the Unit. The failure of Buyer timely to apply for a loan or to secure loan approval shall not be grounds for Buyer to avoid his obligations under this Agreement.

**6. Escrow Agent and Deposit.** The Deposit shall be paid to and held in an escrow account by Escrow Agent in a non-interest bearing account and in accordance with the terms of this Agreement. Duties. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent will incur no liability whatsoever except for willful misconduct or gross negligence so long as Escrow Agent has acted in good faith. The Seller and Buyer release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder. Escrow Agent will be under no responsibility with respect to any deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and will be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent will not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Buyer and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent will not be required to institute legal proceedings of any kind. Escrow Agent will have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and will be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interests in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under

this Agreement, or has made delivery of the Deposit in any other manner provided for herein, Escrow Agent will be discharged from all duties and will have no further liability hereunder as Escrow Agent. Escrow Agent has executed this Agreement to confirm that Escrow Agent is holding (drafts are subject to collection) and will hold the Deposit in escrow pursuant hereto and will place all funds received hereunder into a non-interest bearing account insured by the Federal Deposit Insurance Corporation.

**7. Closing.** The consummation of the transaction contemplated by this Agreement (“**Closing**”) will take place at the offices of Closing Agent or at such other location as may be mutually agreed upon between Buyer and Seller, on the date of closing between Buyer and Seller.

**8. Expenses of Closing.** The following expenses will be paid at the time of Closing:

(a) Seller shall furnish or pay at or prior to Closing: (i) the cost of recording a release or partial release of any outstanding mortgage(s) necessary to clear title to the Unit; and (ii); and any real estate brokerage commission that Seller agrees in separate writing to pay directly to Buyer’s Broker.

(b) Buyer shall be obligated to pay at Closing: (i) the cost of preparation, issuance, and recording of the Special Warranty Deed conveying title to the Unit to Buyer (the “**Deed**”); (ii) the premium for Buyer’s owner’s policy of title insurance; (iii) the cost of documentary stamps on the Deed, (iv) Buyer’s attorneys fees and/or costs (if any); (v) any fees and/or costs associated with Buyer’s financing of the transaction contemplated by this Agreement; and (vi) any other costs of Closing not specifically set forth in Section 8(a).

(c) Buyer shall pay its pro rata share of real estate taxes and any other taxes assessed against the Unit, and its pro rata share of assessments by the Association. If the tax bill for the Unit for the year of Closing has been rendered by Pasco County, a proration of the taxes between Seller and Buyer shall be based upon said tax bill, with the date of Closing being allocated to Buyer. If the tax bill for the Unit for the year of Closing has not been rendered by Pasco County, the proration shall be based upon the prior year’s tax bill (as discounted), with the date of Closing being allocated to Buyer. If the proration is based upon the prior year’s tax bill in accordance with the preceding sentence, then in the event the actual tax bill for the year of Closing varies in amount from the figure used in making the proration at Closing, then a new proration and a correct and proper adjustment will be made upon demand of either party, provided, however, that such demand is made within twelve (12) months after the date of Closing. After the Closing and proration described above (subject, however, to any re-proration in accordance with the previous sentence), Buyer shall be exclusively responsible for the payment of real estate taxes for the Unit for the year of Closing (when they become due) and thereafter.

**9. Title.**

(a) No later than fourteen (14) days prior to Closing, Seller shall furnish to Buyer a title insurance commitment (the “**Commitment**”) issued by Closing Agent, in the amount of the Purchase Price, insuring Buyer’s title to the Unit, subject only to the Permitted Exceptions as defined below, those matters disclosed elsewhere in this Agreement, and any items that will be cured by application of the Purchase Price at Closing. The Commitment shall obligate the Closing Agent to issue an owner’s title insurance policy in an amount equal to the Purchase Price of the Unit to Buyer within a reasonable time after Closing and payment of premium by Buyer.

(b) Buyer shall have five (5) days from date of receipt of the Commitment for examination of same and to notify Seller in writing of any objection(s) to matters of title that are not Permitted Exceptions and would render title to the Unit unmarketable. If Buyer does not object in writing to any such matters shown on the Commitment within the five (5) day period, then such other matters shall automatically be deemed Permitted Exceptions. Title to the Unit shall be deemed marketable, within the terms of this Agreement, if it is a title such as a title insurance underwriter authorized to do business in Florida will approve and insure. If any objection(s) made by Buyer would render title unmarketable, Seller shall have ninety (90) days after receipt of notice of the objection(s) to title to cure same, but Seller is not obligated to do so. If Seller cannot or elects not to cure such objection(s) within the ninety (90) day period, Buyer shall elect one of the following options by written notice to Seller within ten (10) days after delivery of written notice by Seller of Seller’s inability or unwillingness to cure such objection(s):

(i) Buyer can accept such title as Seller can provide without reduction of the Purchase Price, waiving any claims against Seller because of the applicable objection(s); or

(ii) Buyer can terminate this Agreement in full settlement of all claims against Seller resulting from this Agreement, and receive a full refund of the Deposit, whereupon both parties and the Escrow Agent shall be released from all obligations and liability hereunder, but in no way affecting Buyer’s obligation to purchase the Townhome. Seller shall not be liable to Buyer for damages as a result of Seller’s inability or unwillingness to cure any title objection(s) that render title unmarketable.

(c) At Closing, Seller shall convey to Buyer good and marketable title to the Unit and its appurtenances, subject to the following permitted exceptions (the “**Permitted Exceptions**”): (i) matters shown on the plat of which the Condominium Property is a part (if any), as recorded in the Public Records of Pasco County, Florida; (ii) the Declaration and its exhibits, as recorded in the Public Records of Pasco County, Florida, and as amended from time to time; (iii) all applicable comprehensive plans or elements or portions thereof, land development regulations, including zoning and subdivisions ordinances, development orders, development permits and other regulations and conditions of all governmental agencies concerning the Condominium Property; (iv) utility, access, and other easements of record; (v) conditions, reservations, declarations, restrictions, limitations, and covenants of record; (vi) taxes and assessments for the year of Closing and subsequent years; (vii) outstanding oil, gas, and mineral rights and interests of record (if any); (viii) the Dock Permit; (ix) matters that would not materially interfere with the

use of the Unit for its intended purpose, or will be cured by application of the Purchase Price or other funds of Seller at Closing; and (x) standard exceptions in the ALTA-approved form (latest revised edition) of owner's title insurance policy to be issued to Buyer (subject to deletion upon compliance with Closing Agent's underwriting guidelines relative to each such standard exception).

(d) At Closing, Seller shall furnish to Buyer an affidavit regarding liens, possession, and withholding under FIRPTA in form sufficient to allow gap coverage by title insurance.

**10. Buyer's Default.** If Buyer fails to perform Buyer's obligations under this Agreement (including, but not limited to, making the Deposit and other payments when required), Seller shall have the right to terminate this Agreement by written notice to Buyer, and Seller shall be entitled to receive and retain the Deposit and any other funds paid by Buyer hereunder, as agreed-upon liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved of all obligations under this Agreement. The parties agree that this provision is not intended as a penalty or a forfeiture, and Seller's actual damages in the event of default by Buyer would be extremely difficult or impossible to determine. The parties acknowledge that the Deposit, is agreed upon, after negotiation, as the parties' reasonable estimate of Seller's liquidated damages in the event of breach of this Agreement by Buyer.

**11. Seller's Default.** If Seller fails to perform Seller's obligations under this Agreement, then Buyer shall have the right to terminate this Agreement and receive a full refund of the Deposit and any other funds paid by Buyer to Seller or Escrow Agent hereunder. This shall be Buyer's sole remedy, and Buyer waives all others, including any claim for specific performance or damages.

**12. NO ORAL REPRESENTATIONS.** NO PERSON, INCLUDING ANY SALES AGENT OF SELLER OR ANY OTHER REAL ESTATE BROKERAGE FIRM, IS AUTHORIZED TO MAKE ANY ORAL REPRESENTATIONS OR TO PROVIDE ANY INFORMATION CONTRARY TO OR IN ADDITION TO THE INFORMATION CONTAINED IN THIS CONTRACT. PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE TO (OR, IF MADE, HAVE NOT BEEN RELIED UPON BY) PURCHASER BY ANY PERSON OR ENTITY.

**13. Association Membership.** Buyer, by virtue of ownership of the Unit, shall automatically become a member of the Association, and shall be obligated to pay assessments and other fees and charges in accordance with the Declaration and exhibits thereto, described elsewhere in this Agreement or in materials delivered to Buyer contemporaneously with or prior to the Effective Date of this Agreement.

**14. Notices.** Any notice, demand, consent, delivery, or request which is required or permitted to be given in connection with this Agreement shall be in writing and sent by: (i) United States certified mail, return receipt requested and with sufficient postage paid, (ii) hand

delivery (with receipt obtained), or (iii) by nationally recognized overnight courier with charges prepaid, to Buyer at the address set forth on Page 1 of this Agreement, and to Seller at the addresses listed below, and shall be deemed given immediately upon hand delivery, one (1) business days after deposit with overnight courier, or three (3) business days after deposit with the U.S. Postal Service.

Seller:

**The Reserve At Sea Forest, LLC,**

3105 W. Waters Avenue

Suite 107

Tampa, Florida 33614

**Attn: Santosh Govindaraju**

With a Copy to:

**Shumaker, Loop & Kendrick, LLP**

101 East Kennedy Boulevard

Suite 2800

Tampa, Florida 33602

**Attn: Gregory R. Haney, Esq.**

**15. Multiple Purchasers.** If two (2) or more persons are named as Buyer herein, any one of them is authorized to act as agent for, and has the right to bind the other(s) in all matters of every kind and nature with respect to this Agreement. If Buyer is married and Buyer's spouse is not named as a Buyer herein, Buyer shall be responsible and liable for procuring such spouse's execution of any mortgage and other Closing documents as required by Seller or by Buyer's lender. Failure of said spouse to do so shall constitute a default hereunder by Buyer.

**16. Radon Gas Disclosure.** The following disclosure is required by Florida law: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**17. Receipt of Documents.** Buyer acknowledges receipt of a copy of the Declaration, and the Association's Articles of Incorporation and Bylaws. Buyer shall be deemed to have approved, accepted, and ratified all such documents and all the provisions contained therein. Buyer shall further be deemed to have agreed to be bound by the terms, conditions, restrictive covenants, and rules and regulations therein specified, and to be obligated to pay Buyer's proportionate share of common expenses and assessments by the Association.

**18. Buyer's Brokers.** Seller advises that the Buyer's Broker, if any, is being paid by Seller. Buyer warrants and represents that no real estate broker or salesperson is involved in this purchase and sale on Buyer's behalf except for the Buyer's Broker disclosed by Buyer on Page 1

of this Agreement. Buyer agrees to indemnify and hold Seller harmless against all claims made by any other real estate brokers and/or salespersons seeking compensation in connection with this transaction due to the acts or omissions of Buyer or Buyer's representatives, except to the extent that Seller may otherwise agree in writing to pay a real estate brokerage commission to Buyer's Broker. Buyer's decision to purchase the Unit is based upon Buyer's own investigation of the Unit and not upon any representation, warranty, statement, or conduct of Seller, or any agents, representatives, or employees of Seller.

**19. Risk of Loss Prior to Closing.** Any loss and/or damage to the Condominium Property, the Unit or the common elements between the Effective Date of this Agreement and the Closing will be at Seller's sole risk and expense. Seller shall have the right to elect to repair such damage or destruction, such election to be made within sixty (60) days of the date of such damage or repair.

(a) In the event Seller elects to repair the damage or destruction to the Condominium Property or the Unit, Seller will have a reasonable time to complete repairs, but in no event will such time for repairs and the subsequent Closing date extend beyond two (2) years from the Effective Date. Buyer will have no right to reduction of the Purchase Price, nor any claim against Seller by reason of the loss and/or damage, and Buyer agrees to accept title on the date scheduled for Closing following the repairs.

(b) If Seller does not elect to repair the damage or destruction, this Agreement shall be terminated and the Deposit made by Buyer hereunder, as well as any other funds paid to Escrow Agent or Seller, shall be refunded to Buyer, whereupon the parties hereto shall be released from all liability hereunder to one another.

**20. Assignment.** Buyer may assign Buyer's right to purchase the Unit at Closing; provided, however, that any such assignment shall not (i) relieve Buyer of any obligations to Seller under this Agreement that are not completely satisfied by the assignee, (ii) obligate Seller to return the Deposit to Buyer or make any disclosures to an assignee under applicable law, (iii) delay the Closing date, or (iv) cause Seller to incur additional expense. Seller shall have the right at its sole discretion to reject any proposed assignment that does not meet the foregoing criteria. If a permitted assignee fails to close on the purchase of the Unit, in accordance with the terms and conditions of this Agreement, the Deposit shall be forfeited by Buyer and shall be paid to and retained by Seller as provided in Section 10. As a further condition to any such assignment by Buyer, Seller may require Buyer to provide a legally valid, written assignment document acceptable to Seller's legal counsel, and Buyer or the assignee shall be obligated to pay any legal fees or other costs incurred by Seller to accommodate or confirm the validity of the assignment document and its compliance with the criteria set forth in this paragraph. Seller may, in Seller's sole and absolute discretion, assign its rights under this Agreement.

**21. No Representations.** Buyer acknowledges that no representation has been made by Seller or any of its agents, representatives, or employees of any income, income tax, or economic benefit to be derived by virtue of the purchase or ownership of the Unit.

**22. Attorneys' Fees and Costs.** In connection with any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegal fees, and costs (including on appeal) from the non-prevailing party.

**23. Governing Law.** This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Florida, excepting, however, its laws or principles regarding choice of laws or conflicts of laws.

**24. Venue.** Each party irrevocably agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement or the subject matter hereof must be brought solely and exclusively in (a) the United States District Court for the Middle, District of Florida, Tampa Division or (b) in the state courts of the State of Florida located in Pasco County, Florida, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in persona, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

**25. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties. It is agreed by the parties that all prior understandings and agreements are superseded by and are merged into this Agreement. No representations, claims, statements, inducements, advertising, brochures, promotional activities, maps, or otherwise made or presented by Seller or Seller's agents, representatives, or employees shall in any way be binding on Seller, and except as provided by law, shall be of no force and effect unless expressly set forth or incorporated in this Agreement. The provisions of this paragraph shall survive Closing and delivery of the deed to Buyer. Upon Closing, acceptance of the deed by Buyer shall be deemed acknowledgment of full performance and discharge of every agreement, obligation, and representation made by Seller, in accordance with the terms and provisions hereof, and no agreement or representation shall survive the delivery and acceptance of the Deed, except as otherwise provided in this Agreement.

**26. No recording.** This Agreement shall not be recorded by Buyer in the public records, and execution hereof shall not create any lien or lien right in favor of Buyer. Any direct or indirect recording of this Agreement by Buyer shall be considered a material breach of and default hereunder and such recording shall, at the sole option of Seller, cause this Agreement to become null and void. Buyer acknowledges that Buyer acquires no right, title, interest, or lien rights in the Unit or the Condominium Property prior to the conveyance of the title to the Unit, and Buyer agrees not to file a lis pendens or claim of lien concerning any dispute with Seller or pertaining to the subject matter of this Agreement.

**27. Amendment.** Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

**28. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and/or permitted assigns.

**29. Specific Terms.** Where the context so requires, the use of the masculine gender shall include the feminine and/or the neuter genders and the singular shall include the plural and vice versa. Unless the context of this Agreement otherwise clearly requires, the term “including” is not limiting, and the terms “hereof,” “herein,” “hereunder” and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement.

**30. Severability.** In the event that a court of competent jurisdiction shall determine that any term or provision of this Agreement shall be invalid or otherwise unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby and shall be enforceable as if such invalid provisions or terms were not therein contained.

**31. Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such person having or being deemed to have structured or dictated such provision.

**32. Paragraph Headings.** The paragraph headings used herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

**33. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any party to this Agreement may execute this Agreement by signing any such counterpart.

**34. Time of the Essence.** Time is of the essence of this Agreement and each provision hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date(s) indicated below.

*Witnesses:*

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Witness)

**SELLER:**

**THE RESERVE AT SEA  
FOREST, LLC**, a Florida limited  
liability company

By: Paragon Development Managers,  
LLC, a Florida limited liability  
company, Managing Member

By: \_\_\_\_\_  
**Santosh Govindaraju**,  
Chief Executive Officer

Date: \_\_\_\_\_, 2007

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_, 2007

**ESCROW ACKNOWLEDGEMENT**

The undersigned hereby acknowledges receipt of the sum of Five Thousand and 00/100 Dollars (\$\_\_\_\_\_.00) from Buyer as a deposit under this Agreement and agrees to serve as escrow agent hereunder and to perform in accordance with the terms hereof.

**ESCROW AND CLOSING AGENT:**

**STEWART TITLE OF PINELLAS**

By: \_\_\_\_\_  
Print Name: Jeanne Threinen  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

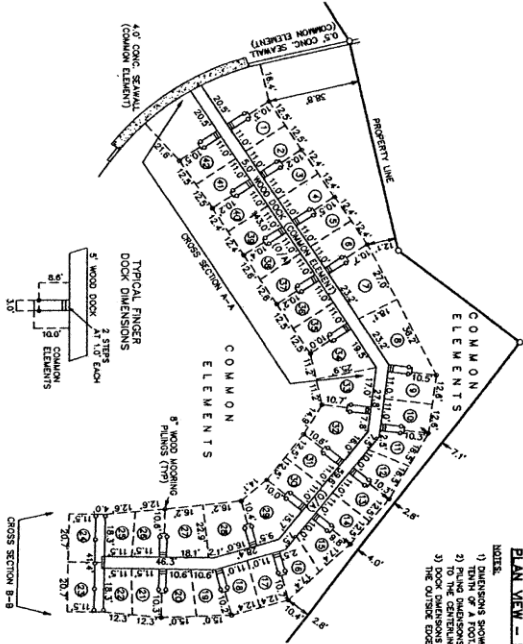
EXHIBIT "A"

DOCKSIDE AT GULF LANDINGS, A CONDOMINIUM  
SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

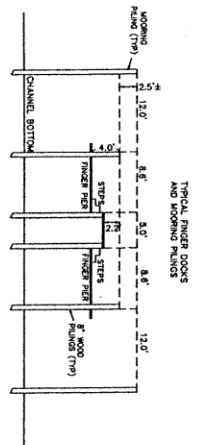
PLAN VIEW - DOCK DETAIL



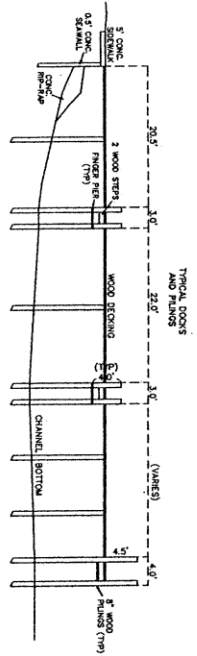
- NOTES:
- 1) DIMENSIONS SHOWN ARE TO THE NEAREST 1/8" OF AN INCH.
  - 2) THE DIMENSIONS SHOWN ARE UNLESS OTHERWISE NOTED.
  - 3) DOCK DIMENSIONS SHOWN ARE UNLESS OTHERWISE NOTED.



CROSS SECTION A-A  
SCALE: 1" = 10'



CROSS SECTION B-B  
SCALE: 1" = 10'



- LEGEND:
- ① UNIT NUMBER
  - /○ OVERALL
  - /○ TYP TYPICAL
  - CONC. CONCRETE

LEGAL DESCRIPTION:

A PORTION OF TRACTS 9, 10, 11 AND 12, TAMPA-TARBON SPRINGS LAND COMPANY, AS RECORDED IN PLAT BOOK 1, PAGES 48 THROUGH 70, OF THE FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

A DISTANCE OF 698.08 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 7, THENCE S 0°22'22" W, A DISTANCE OF 19.817 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A POINT ON THE SOUTHWESTERLY BOUNDARY OF TRACT'S PLACE - A CONDOMINIUM, AS RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA, BOOK 5422, PAGES 240 THROUGH 201.

SAID NORTHWESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

LINE BEARING S 42°27'45" W, A DISTANCE OF 192.61 FEET.

LINE BEARING S 37°33'47" W, A DISTANCE OF 88.29 FEET.

LINE BEARING S 40°43'15" W, A DISTANCE OF 19.72 FEET.

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT'S PLACE - A CONDOMINIUM, AND THE EASTERN BORDER OF "CROSS BAYOU", A BODY OF TIDAL WATER, THE FOLLOWING EIGHT (8) COURSES:

LINE BEARING S 29°42'26" E, A DISTANCE OF 36.17 FEET.

LINE BEARING S 18°09'55" E, A DISTANCE OF 180.00 FEET, ARC OF 80.56 FEET, CHORD OF 79.89 FEET, CHORD BEARING S 16°53'07" E.

CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 78.00 FEET, ARC OF 43.17 FEET, CHORD OF 42.59 FEET, CHORD BEARING S 12°12'27" W.

LINE BEARING S 28°28'42" W, A DISTANCE OF 22.81 FEET.

LINE BEARING S 28°28'42" W, A DISTANCE OF 22.81 FEET.

LINE BEARING S 13°23'21" W, A DISTANCE OF 24.61 FEET.

THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT'S PLACE - A CONDOMINIUM, AND NORTHERLY BORDER OF A TIDAL CANAL, THE FOLLOWING THREE (3) COURSES:

LINE BEARING S 28°11'06" E, A DISTANCE OF 129.54 FEET.

LINE BEARING S 28°11'06" E, A DISTANCE OF 103.21 FEET.

LINE BEARING S 67°32'24" E, A DISTANCE OF 103.21 FEET.

TO A POINT ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID SEA FOREST DRIVE, THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5000 FEET, CHORD OF 103.21 FEET, CHORD BEARING S 67°32'24" E, AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGE 119, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES:

LINE BEARING N 12°33'44" W, A DISTANCE OF 85.00 FEET.

LINE BEARING N 12°33'44" W, A DISTANCE OF 85.00 FEET.

LINE BEARING N 12°33'44" W, A DISTANCE OF 85.00 FEET.

TO A POINT ALONG THE SOUTHWESTERLY BOUNDARY OF "MARINERS WAY AT NEW PORT RICHEY, A CONDOMINIUM", AS RECORDED IN CONDOMINIUM PLAT BOOK 4, PAGES 83 THROUGH 99, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG SAID SOUTHWESTERLY BOUNDARY S 37°37'00" E, A DISTANCE OF 920.00 FEET TO THE POINT OF BEGINNING.

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OR BK 7262 Pg 1636  
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