

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 217
Tallahassee, Florida 32301

Parcel ID: _____

**WAIVER BY MOBILE HOME OWNER
(Waiving Future Flood Damages Claims)**

THIS WAIVER, made on the date hereinafter set forth by _____

[INSERT NAME(S) OF MOBILE HOME OWNER(S)]

whose post office address is _____

[INSERT MAILING ADDRESS OF MOBILE HOME OWNER(S)]

(hereinafter the "Mobile Home Owner");

WITNESSETH:

WHEREAS, the Mobile Home Owner is the owner of a mobile home (hereinafter the "Mobile Home") to be erected in accordance with Building Permit No. _____
[INSERT BLDG. PERMIT NO.]

at the property located at _____

[INSERT ADDRESS OF PROPERTY WHERE MOBILE HOME TO BE ERECTED]

Tallahassee, Leon County, Florida, which property is further identified by the Leon County Property Appraiser as Parcel ID _____ (hereinafter the "Property"); and;

[INSERT PARCEL ID NO.]

WHEREAS, an application for a development order has been submitted to Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), through its Department of Development Support and Environmental Management (the "Department"), which development order includes a mobile home erection permit for the permitting of the erection of the Mobile Home on the Property; and

WHEREAS, the Mobile Home Owner acknowledges and agrees that it has been determined, pursuant to Section 10-8.301(1) of the Code of Laws of Leon County, as may be amended (the "Code"), that the Property is located within the 100-year floodplain and that the structures on the Property will be situated in such a way that, in accordance with the Code, the Mobile Home Owner must waive the County from any and all future claims for any damages to the proposed Mobile Home (including access to the Mobile Home) and/or any personal property contained within it, arising from or out of the flooding of the Property; provided however, that such waiver shall not be applicable to damage claims from any flooding resulting from, or otherwise caused by, the negligent acts or omissions of the County; and

WHEREAS, the Mobile Home Owner agrees to not seek any relief from such flooding under the County's Flooded Property Acquisition Program nor from any other such disaster relief programs

funded by the County, unless such relief to Declarant is otherwise approved by the Board of County Commissioners.

NOW, THEREFORE, in consideration of the promises exchanged herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mobile Home Owner does hereby agree to the following:

1. The Mobile Home Owner hereby waives any and all future claims against the County for damages to the Mobile Home (including access to the Mobile Home) and/or to the Mobile Home Owner's personal property arising from or out of the flooding of the Property; provided however, that such waiver shall not be applicable to damage claims from any flooding resulting from or otherwise caused by, the negligent acts or omissions of the County.

2. The Mobile Home Owner further waives the right to seek, and expressly agrees to not seek, any relief or assistance (monetary, nonmonetary, or otherwise) through the County's Flooded Property Acquisition Program, nor from any other such disaster relief programs funded by the County, for damages or other consequences arising from or out of the flooding of the Property, unless such relief to Declarant is otherwise approved by the Board of County Commissioners.

3. The provisions of this Waiver are severable, and invalidation of any one of these provisions by judgment or court order shall not affect any other provisions, which provisions shall remain in full force and effect.

4. The Mobile Home Owner represents and agrees that he or she fully understands his or her right to discuss all aspects of this Waiver with a private attorney, and further states that he or she fully understands all of the provisions of the Waiver, and that the Waiver is entered into voluntarily.

5. The Mobile Home Owner represents and acknowledges that in executing this Waiver, he or she does not rely, and has not relied, upon any representation or statement not set forth herein made by the County or by any of the County's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Waiver or otherwise.

6. This Waiver shall be construed and governed in accordance with the laws of the State of Florida.

7. The Mobile Home Owner acknowledges and agrees that he or she fully understands that Florida law requires that when a seller or landlord of residential property, including the seller's or landlord's Broker, knows of facts that materially affect the value of such property, and which are not readily observable and are not known to a prospective buyer or tenant, the seller or landlord is under a duty to disclose such facts to a prospective buyer or tenant. Furthermore, the Mobile Home Owner fully understands that, pursuant to the Leon County Code of Laws, it shall be unlawful for a seller or landlord of residential property, with knowledge that such property has experienced flooding or is otherwise floodprone, to fail to disclose such facts in writing to a prospective buyer or tenant when such flood conditions are not readily observable and are not known to the prospective buyer or tenant, and that the failure to provide such disclosure in advance of entering into either a purchase and sale agreement, in the case of a prospective buyer, or an oral or written lease agreement, in the case of a prospective tenant, shall create a rebuttable presumption that the seller or landlord has failed to disclose facts that materially affect the value of such property and shall entitle the purchaser or tenant to seek to recover from the seller, in accordance with the remedies available at law, any damages resulting from such failure to disclose. A seller or landlord who fails to provide such disclosure is

guilty of a civil infraction which is punishable by a fine not to exceed Five Hundred and 00/100 Dollars (\$500.00). Each occurrence of such failure to disclose constitutes a separate offense and may be punished separately.

PLEASE READ CAREFULLY. THIS WAIVER INCLUDES A WAIVER OF ALL FUTURE CLAIMS AGAINST THE COUNTY FOR DAMAGES ARISING FROM THE FLOODING OF THE PROPERTY.

THIS WAIVER SHALL NOT BE RECORDED IN THE PUBLIC RECORDS AND IS NOT INTENDED TO CREATE AN ENCUMBRANCE AGAINST THE REAL PROPERTY HEREIN DESCRIBED.

[INSERT NAME OF MOBILE HOME OWNER]

Mobile Home Owner's Signature

Date: _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

(Signature)
NOTARY PUBLIC
My Commission expires: _____

[INSERT NAME OF SECOND MOBILE HOME OWNER, IF ANY]

Mobile Home Owner's Signature

Date: _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

(Signature)
NOTARY PUBLIC
My Commission expires: _____