



**Smith &  
Associates**

934 East Wade St., Trenton, FL 32693 (352-463-7770)

Brad Smith – Owner & Real Estate Broker

Jennifer Wilkerson – Realtor (352) 284-5393; email [jennifer@ucsmith.com](mailto:jennifer@ucsmith.com)

**OFFERING MEMORANDUM** for 315 NW 11<sup>th</sup> Ave., Chiefland FL 36626

Levy County FL Parcel # 36-11-4

+/- 5 Acres and improvements, 4 commercial buildings +/- 35,000 Square Feet

**ONLINE AUCTION ENDING JUNE 4<sup>th</sup>, 2025, at 4PM.**

**BID at [UCSMITHAUCTIONS.COM](http://UCSMITHAUCTIONS.COM)**



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**Smith &  
Associates**

**Online Auction Bidders Agreement**

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) during the following auction:

**AUCTION FOR** – A & M Manufacturing

**AUCTION LOCATION** – Online at [www.UCSmithAuctions.HiBid.com](http://www.UCSmithAuctions.HiBid.com)

**AUCTION DATE** – Wednesday, June 4<sup>th</sup>, 2025 at 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**FLORIDA REAL ESTATE BROKER** – Brad Smith (Broker) of United Country Smith & Associates located at 934 East Wade St., Trenton, FL 32693 (352-463-7770) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

1. **Parcel ID: 36-11-14; +/- 5 acres and improvements** (Legal Description)

**Address: 315 NW 11th Ave., Chiefland, FL 36626**

***Levy County FL***

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, June 4<sup>th</sup>, 2025, at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders’ responsibility to contact the auction company at (352) 463-7770 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Christie Sharp Reed at (352) 507-2556 or by email at [bradsmith@ucsmith.com](mailto:bradsmith@ucsmith.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with **United Country Smith & Associates at (352) 463-7770 or Realtor Jennifer Wilkerson at (352) 284-5393**.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Smith & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.



- 8) **Earnest Money Deposit:** A **\$50,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to **Fugate and Fugate** no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

**Fugate and Fugate – 248 NW Main Street; Willingston FL 32696; (352) 528-0019**

- 9) **Closing:** Closing shall be on or before **Monday, July 7<sup>th</sup>, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 1.5% (of the High Bid Price) is offered to FL State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [bradsmith@ucsmith.com](mailto:bradsmith@ucsmith.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, United Country | Smith & Associates must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 1.5% (of High Bid Price) is offered to a cooperating FL State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Brad Smith – United Country Smith & Associates  
Owner & Real Estate Broker  
934 East Wade St.,  
Trenton, FL 32693  
[bradsmith@ucsmith.com](mailto:bradsmith@ucsmith.com)

**Individual State License #'s**

Florida Real Estate Broker License #	BK550985
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**Firm State License #'s**

Florida Real Estate Firm License #	BO2007205
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## PROPERTY SUMMARY

**LEVY COUNTY FL Parcel ID: 36-11-14**

**+/- 5 ACRES and IMPROVEMENTS**

**Address: 315 NW 11th Ave., Chiefland, FL 36626**

Commercial / Industrial Property on 5 acres with 4 buildings having a total of +/- 35,000 square feet offering ample space for industrial or commercial use. The property is in Levy County at 315 NW 11th Ave., Chiefland, Florida.

**ZONING:** The property is zoned Industrial, I-2. Permitted uses are Warehousing, storage yards, cold storage, rail and truck freight terminals, bottling plants, food production uses, machine shops, chemical plants, junkyards, and planned industrial parks. Zoning map and information are provided in the offering memorandum. Click link below for the Chiefland FL zoning districts and regulations.

[https://library.municode.com/fl/chiefland/codes/land\\_development\\_code?nodeId=SPBLADERE\\_CH126ZO\\_ARTIIIDI\\_DIV4SPDIRE\\_S126-148INDI](https://library.municode.com/fl/chiefland/codes/land_development_code?nodeId=SPBLADERE_CH126ZO_ARTIIIDI_DIV4SPDIRE_S126-148INDI)

**UTILITIES:** Property has public water and sewer plus heavy duty 3 phase power service provided by Central Florida Electric Cooperative. City of Chiefland garbage pick-up. Natural gas available.

**BUILDING 1:** 2,300 square foot office building on a concrete slab built in 1983. Block and stucco exterior and shingle roof. It has a 540 SF drive-through canopy. Central heat and HVAC. The interior has carpet floors, drywall and panel walls, and ceiling tile. Current use is an office building.

**BUILDING 2:** 3,600 square foot shop and apartment on a concrete slab built in 1975. Block and stucco exterior and shingle roof. Central heat and HVAC. 900 SF apartment and 2,400 SF upholstery shop. The interior has carpet floors, drywall and panel walls, and ceiling tile. Current use is a workshop and apartment.

**BUILDING 3:** 3,496 square foot metal industrial building on concrete slab built in 1975. Metal roof and metal exterior. It has 196 SF of office space. It has a 3,496 SF canopy, exhaust fans, 14' x 14' roll up doors, drive through capability, 16' peak ceiling height, and a boat lift. Current use is a metal shop.

**BUILDING 4:** 25,875 square foot metal industrial building on a concrete slab built in 1970 with steel beams. Expanded and renovated in 2020. Metal roof and exterior. It has 2,418 SF of two-story office space, 3,624 SF side canopy, exhaust fans, sprinkler system, fully piped for air tools, air compressor, air dryer, 14' x 14' roll up doors, drive through capability, 16' peak ceiling height. Natural gas heat. Current use is a boat shop.

**SITE:** The 5-acre site has approximately two acres of asphalt and concrete paving, a concrete loading dock, and chain link fencing around the entire site. Located in a Non-Special Flood Hazard Area of minimal flood hazard and above the 500-year flood level according to FEMA flood map. This area is a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains.

**DIRECTIONS:** FROM CHIEFLAND FL – North on Main Street. Main Street turns into Young Boulevard. Left on NW 11<sup>th</sup> Avenue (Across from Pizza Hut). Property entrance just over 500' on left. Look for the UNITED COUNTRY - SMITH & ASSOCIATES REALTY Signs!

**CONTACT:** Realtor Jennifer Wilkerson with United Country Smith & Associates at (352) 284-5393 or email [jennifer@ucsmith.com](mailto:jennifer@ucsmith.com)



MLS #: C794720A (Active) List Price: \$1,000,000

315 NW 11th Ave Chiefland, FL 32626



**Building Stories:** 1  
**Apx Building SqFt Under Roof:** 35,000  
**Apx Net Leasable Space:** 35,000  
**Apx Year Built:** 1970  
**Parking:** Open Parking  
**# Parking Spaces:**  
**Waterfront:** No  
**Waterfront Ft:**  
**Waterfront Access/Details:**

**Unit #:**  
**County:** Levy  
**Subdivision:**  
**Apx Acreage:** 5  
**Apx Lot Dimensions:**  
**Sale Type:** Sale Only  
**Asset Sale:** Real Estate

Parcel ID:0080000100Additional Parcel ID:Section: 36

Legal Description: 36-11-14 0005.00 ACRES TRACT IN NW1/4 OF NE1/4 OR BOOK 1534 PAGE 983Township: 11Range: 14

Tax Amount: 17609.93Property Tax Year: 2024Assoc Dues: \$0.00Payment Frequency: N/A

Road Frontage:

Cross Street:

Road Type: City Street, Paved

Waterfront Features: None

Topography: Flat

Landscaping: NoneIrrigation: None

	Unit #	Occupant	Lease/Rent Expires	Rent	# Parking
Unit 1					
Unit 2					
Unit 3					
Unit 4					
Unit 5					

CeilgHgt:CeilgType: 9+ Ft High

Electric Phase:Voltage:Amps:

Fire Sprinklers: Overhead OtherLoading Docks:Rail:

AnlGrSales:AnlExpns:NetOpIncm:Anl Txs:

AnlInsrnc:Anl Utils:Anl Mgt:AnlOthExp:

Type Property: Manufacturing

Current Use: Manufacturing

**Foundation:** Slab  
**Roof:** Metal, Shingle  
**Construction:** Block, Metal, Steel Frame  
**Driveway:** Concrete  
**Accessibility:**  
**Fencing:** Chain Link

**Energy Features:**  
**Heating:** Heat Pump, Propane  
**Cooling:** Central Air  
**Water Sources:** Public  
**Sewer Type:** Public Sewer  
**Other Features:** High Traffic Count, Overhead Doors

OwnrLast: Manufacturing1st Name: A&M

2ndOwnrLst:1st Name:

Ownr Phn:Fax:Email:

Owners Mailing Address:

Owners City:Owners State:Owners Zip Code:

Dn Pmt:Int Rate:LoanTerm:

Distressed Property: Not ApplicableListing Type: Exclusive Right of Sale

Special Information: Aerial/Plat Map, Income Producing, Seller Provides Title Insurance, Sold As Is, Survey

Limited Service : NoServices Not Provided:

Possession: Close Of EscrowTerms Available: Cash

Showing Instructions: Call Listing AgentOccupancy: Owner

Audio Recording in Use: NoVideo Recording in Use: NoAlarm Location:Lockbox:

Personal Items Excluded:

Personal Items/Equipment Included:

Directions: From Hwy 19 in Chiefland, turn west onto 11th Ave. Property will be behind Hardees and Chiefland Ford.

**Public Comments:** Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. Auction Ends June 4th at 3 PM. Commercial Industrial Property for Sale. Chiefland Florida. Commercial / Industrial Property on 5 acres with 4 buildings having a total of +/- 35,000 square feet offering ample space for industrial or commercial use. The property is in Levy County at 315 NW 11th Ave, Chiefland, Florida. Zoning: The property is zoned Industrial, I-2. Permitted uses are Warehousing, storage yards, cold storage, rail and truck freight terminals, bottling plants, food production uses, machine shops, chemical plants, junkyards, and planned industrial parks. Zoning details are provided in the offering memorandum. Utilities: Property has public water and sewer plus heavy duty 3 phase power service provided by Central Florida Electric Cooperative. City of Chiefland garbage pick-up. Natural gas available. Building 1: 2,300 square foot office building on a concrete slab built in 1983. Block and stucco exterior and shingle roof. It has a 540 SF drive-through canopy. Central heat and HVAC. The interior has carpet floors, drywall and panel walls, and ceiling tile. Current use is an office building. Building 2: 3,600 square foot shop and apartment on a concrete slab built in 1975. Block and stucco exterior and shingle roof. Central heat and HVAC. 900 SF apartment and 2,400 SF upholstery shop. The interior has carpet floors, drywall and panel walls, and ceiling tile. Current use is a workshop and apartment. Building 3: 3,496 square foot metal industrial building on concrete slab built in 1975. Metal roof and metal exterior. It has 196 SF of office space. It has a 3,496 SF canopy, exhaust fans, 14' x 14' roll up doors, drive through capability, 16' peak ceiling height, and a boat lift. Current use is a metal shop. Building 4: 25,875 square foot metal industrial building on a concrete slab built in 1970 with steel beams. Expanded and renovated in

2020. Metal roof and exterior. It has 2,418 SF of two-story office space, 3,624 SF side canopy, exhaust fans, sprinkler system, fully piped for air tools, air compressor, air dryer, 14' x 14' roll up doors, drive through capability, 16' peak ceiling height. Natural gas heat. Current use is a boat shop. Site: The 5-acre site has approximately two acres of asphalt and concrete paving, a concrete loading dock, and chain link fencing around the entire site. Located in a Non-Special Flood Hazard Area of minimal flood hazard and above the 500-year flood level according to FEMA flood map. This area is a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains.

**Agent Comments:** For complete auction information, bid link and offering memorandum go to [ucsmithauctions.com](https://ucsmithauctions.com) or call Jennifer Wilkerson at 352-284-5393 to set up appt.

List Date: 4/11/2025	Expire Date: 6/4/2025	Original List Price: \$1,000,000	Days on Market: 8	CDOM:
Pending Date:		Pending Comments:		
Contract Contingencies:		Expected Closing Date:		
Contingency Comment:				
Display on Internet: Yes	Display Address: Yes	Allow AVM: No	Allow Comments: No	
Auctioneer's Price Range:		Auction Date:		

<b>Listing Office:</b> United Country Smith & Associates Trenton (#:45) <b>Main:</b> (352) 463-7770 <b>Fax:</b> (352) 493-0222	<b>Listing Agent:</b> Jennifer Wilkerson (#:4059) <b>Contact #:</b> (352) 284-5393 <b>Agent Email:</b> <a href="mailto:jennifer@ucsmith.com">jennifer@ucsmith.com</a>
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Information Herein Deemed Reliable but Not Guaranteed

# Aerial Map

315 NW 11th Ave., Chiefland FL 36626

Levy County FL Parcel # 36-11-4



For illustration purposes, refer to survey for boundary and acreage.



# Levy County FL GIS Map

Parcel # 36-11-4

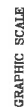
315 NW 11th Ave., Chiefland FL



For illustration purposes only, refer to survey for boundaries and acreage.



For: A & M Manufacturing, Inc.



**Orish Land Surveying**  
 Ronald E. Parrish - PSM 4929  
 Licensed Business No. 7472  
 305 S. Main St.  
 Trenton, Florida 32693  
 Phone: (352) 463-2938

(see Summary)

**Legend:**

- Denotes 4"x 4" concrete monument found - PLS 509
- Denotes 5/8" rebar and cap found - FSU 4929
- Denotes railroad spike found - no number
- Denotes 3/8" iron pipe found - no number
- ◻ Denotes 4"x 4" concrete monument found - no number
- ◌ Denotes 1/2" iron pipe found PLS 2001
- ⚡ Denotes power pole

<sup>1</sup> Bearings referenced to the South right-of-way line of NW 11th Avenue (N 89°37'50"E) based on an assumed meridian.

[illegible]

**Flood Zone Statement:** Based upon examination of Flood Insurance Rate Map (FIRM) Number 1207520153F, effective date September 2, 2012, Levy County, Florida, this property lies in ZONE X. Areas determined to be in the 0.2% annual chance floodplain.

de Al Manufacturing, Inc., a Florida corporation  
Florida Capital Bank  
Farm 2, Fugate, P.A.  
First American Title Insurance Company

I hereby certify that this is a true and correct representation of a survey made under my responsible direction  
 of respondents, that meets the standards of practice set forth by the Board of Professional Surveyors and  
 appears in Chapter 30-17, Florida Administrative Code, pursuant to Section 122.027, Florida Statutes.

[Signature]  
 Ronald E. Partridge, PLS, Cert. No. 40292

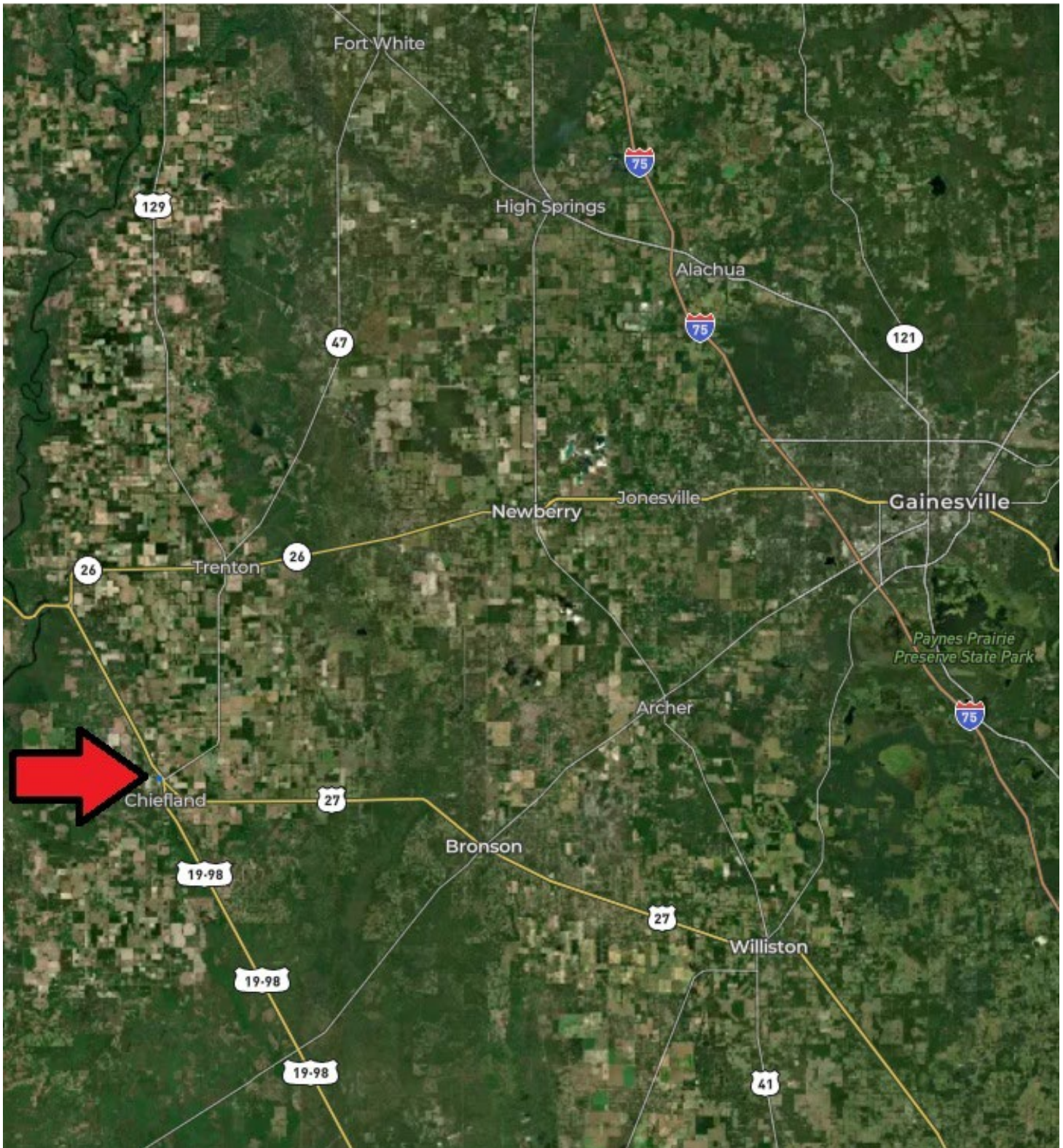
Field work completed J/20/2020 - Job No. 2020-01 - Field Book 2018-H - Derived by RFP





# Location Map

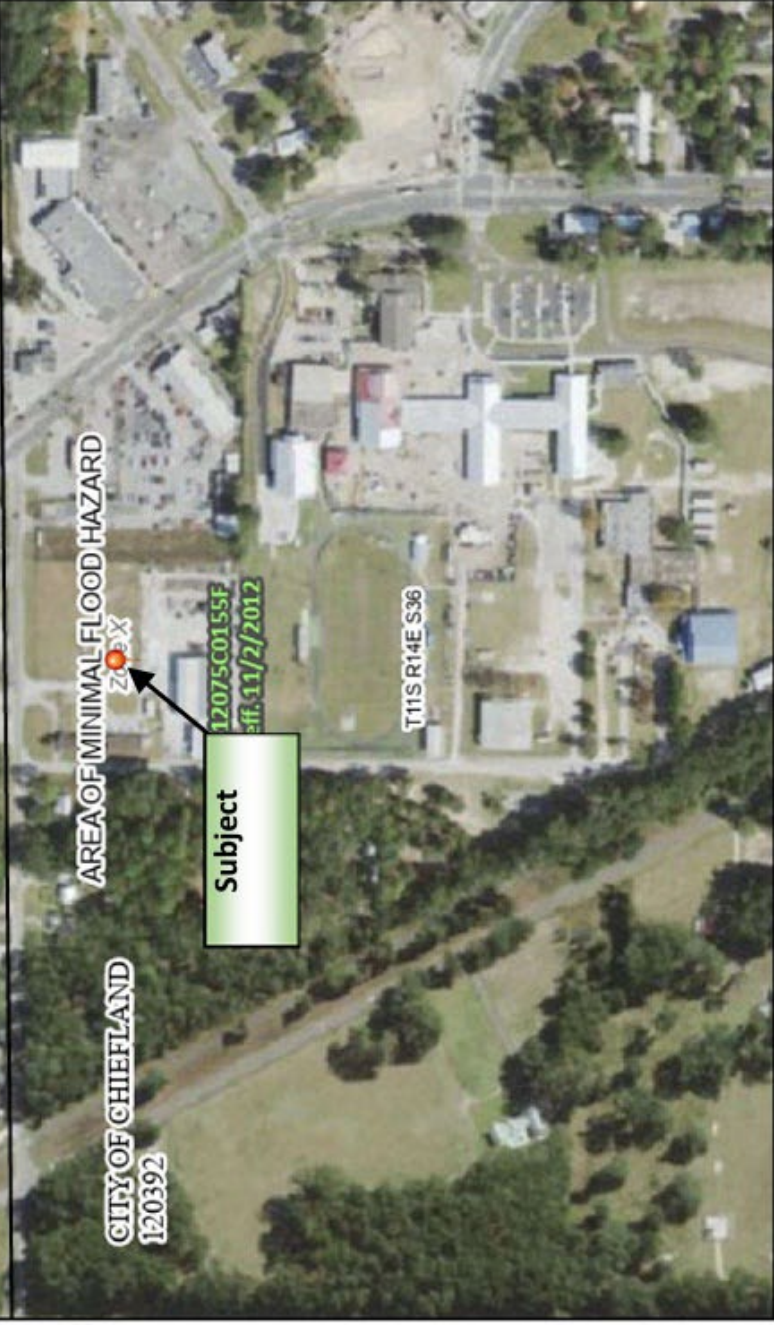
315 NW 11th Ave., Chiefland FL 36626





# National Flood Hazard Layer FIRMette

82°52'7"W 29°29'34"N



Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<b>SPECIAL FLOOD HAZARD AREAS</b>	Without Base Flood Elevation (BFE) <i>Zone A, V, AE, AH, VE, AP</i>
	With BFE or Depth <i>Zone AE, AD, AH, VE, AP</i> Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
	Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
	Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
	Area with Flood Risk due to Levee <i>Zone D</i>
<b>OTHER AREAS</b>	NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
	Effective LOMRS Area of Undetermined Flood Hazard <i>Zone D</i>
<b>GENERAL STRUCTURES</b>	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
<b>MAP PANELS</b>	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/10/2024 at 12:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

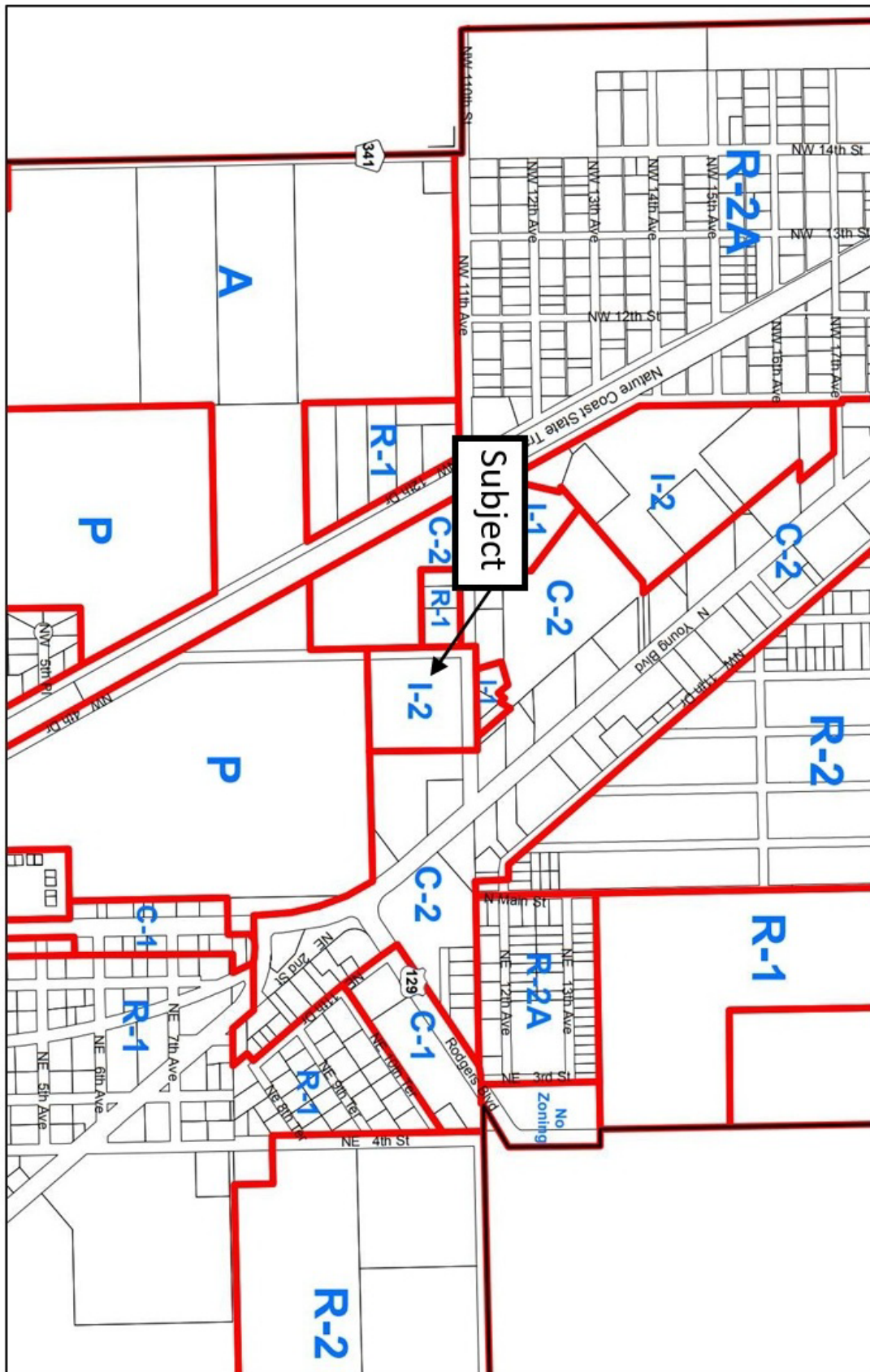
This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# Zoning Map - Chiefland FL

## Zoned Industrial, I-2

### ZONING MAP



**Sec. 126-148. - I-1 and I-2 industrial districts.**

- (a) *General use criteria.* The principal uses permitted in any I district shall be limited in general to the assembly, packaging or processing of previously prepared goods and materials. Additional permitted uses include the storage of goods and materials; the receiving, sorting and/or distribution of goods and materials; fabricating shops; retail and wholesale activities requiring extensive storage or warehousing; related commercial and service activities; and certain types of manufacturing and processing of raw materials and goods and other uses specifically listed in subsections (c) and (d) of this section.
- (b) *Creation of two districts.* The industrial area is divided into two districts, I-1 and I-2. These districts are designed for a wide range of manufacturing and related uses and are divided so as to group into I-1 those industrial users which can meet a high-level of performance standards while those in I-2 are designed for manufacturing and related activities which can meet a medium-level of performance standards.
- (c) *Uses permitted in I-1.* The following uses shall be permitted in an I-1 industrial district:
  - (1) Any industry conforming with [section 126-147](#) as well as meeting the following criteria: Such industry shall be of such a nature that it can be operated so as to be not injurious or offensive or detrimental to the present or intended character of this district or vicinity by reason of emission of noise, dust, glare, smoke, gas, fire, odors, vibration, toxic or noxious waste materials or fumes.
  - (2) Warehousing, building materials yards and contractors' equipment storage yards.
  - (3) Ice manufacturing and cold storage.
  - (4) Railroad freight terminals.
  - (5) Truck terminals.
  - (6) Bottling and packaging works.
  - (7) Electrical repair shops.
  - (8) Radio and television transmission towers.
  - (9) Adult or sexually oriented establishments as defined under [section 126-273](#) of this chapter.
- (d) *Uses permitted in I-2.* The following uses shall be permitted in an I-2 industrial district:
  - (1) Any industry conforming with the requirements of district I-1 as set forth in subsection (c) of this section.
  - (2) Fruit and vegetable grading and packinghouses.
  - (3) Canning plants.
  - (4) Cement products, sand and gravel yards.
  - (5) Machine shops.
  - (6) Mill works.
  - (7) Gasoline or other motor fuel stations, including bulk storage.
  - (8) Junkyards, provided any such use is screened from view by a solid wall, planted screen or opaque partition at least six feet in height. All dismantling, storage or repair work shall take place within the screened area.
  - (9) Chemical plants.
  - (10) Planned industrial parks.
    - a. Plans for industrial parks are subject to the approval of the planning board and must provide that abutting residential properties will be protected from drainage of surface water, noise, odor, glare, dust and fumes or other objectionable conditions; that provision is made for adequate vehicular and pedestrian access and circulation so as not to present problems of safety on the site or unduly impede normal traffic movement on adjacent streets; that requirements for parking as provided in [chapter 118](#) of this Code are met.
    - b. Further, no building, structure or land within 100 feet of any lot line of a lot located in a residence district shall be used in connection with the operations of any establishment. Off-street parking and off-street loading space may be located within this setback area in accordance with regulations on parking in [chapter 118](#) of this Code. Within 300 feet of a residence district boundary line, all activities and operations shall be completely screened by a solid wall at least eight feet in height, and open storage shall not be of greater height than that of the enclosing fence, except that off-street loading and unloading spaces may be located in accordance with the parking provisions of [chapter 118](#) of this Code.
  - (11) Adult or sexually oriented establishments as defined under [section 126-273](#) of this chapter.
- (e) *Prohibited uses and structures.* Uses and structures prohibited in both I-1 and I-2 industrial districts. The following uses shall be prohibited in I-1 and I-2 industrial districts:
  - (1) Residences.
  - (2) Places of public assembly.
  - (3) Medical marijuana dispensing facilities.

(Ord. No. 08-11, § 4, 2-23-09; Ord. No. 17-08, § 8, 12-11-17)

# Levy County, FL

## Hurricane Damage Form

ATTENTION: This is not for FEMA.

Hurricane Damage Form

## Application for Catastrophic Event Tax Refund

ATTENTION: Please read instructions carefully

Instructions

Application for Catastrophic Event Tax Refund

## Summary

Parcel ID

0080000100

Location Address

315 NW 11 AVE  
CHIEFLAND

Neighborhood

05.00 (5)

Legal Description\*

36-11-14 0005.00 ACRES TRACT IN NW1/4 OF NE1/4 OR BOOK 1534 PAGE 983  
*\*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.*

Property Use Code

LIGHT MFG (4100)

Subdivision

N/A

Sec/Twp/Rng

36-11-14

Tax District

CHIEFLAND (District CH)

Millage Rate

22.4489

Acreage

5.000

Homestead

N

Ag Classification

No

[View Map](#)

## Owner

Owner Name

A & M Manufacturing Inc 100%

Mailing Address

1404 NW 15TH AVE  
CHIEFLAND, FL 32626

## Trim Notice

Trim Notice (PDF)

## Estimate Taxes

Estimate Taxes

## Valuation

	2025 Preliminary Value
	Summary
Building Value	\$484,308
Extra Features Value	\$63,228
Market Land Value	\$130,177
Ag Land Value	\$130,177
Just (Market) Value	\$677,713
Assessed Value	\$677,713
Exempt Value	\$0
Taxable Value	\$677,713
Save Our Homes Benefit	\$0
Previous Year Value	\$663,209

## Exemptions

Homestead ⚙

2nd Homestead ⚙

Widow/er ⚙

Disability ⚙

Seniors ⚙

Veterans ⚙

Other ⚙

**Building Information**

Building 1  
 Actual Area 2885  
 Conditioned Area 2300  
 Actual Year Built 1983  
 Effective Year Built 2001  
 Use LIGHT MANUFACTURING  
 Exterior Wall CB STUCCO  
 Roof Structure GABLE OR HIP

Roof Cover ASPHALT/COMP SHG  
 Heating Type FORCED AIR DUCTED  
 Air Conditioning CENTRAL  
 Baths

Description	Conditioned Area	Actual Area
BASE	2300	2300
FINISHED OPEN PORCH	0	45
CANOPY	0	540
Total SqFt	2300	2885

Building 2  
 Actual Area 3680  
 Conditioned Area 3600  
 Actual Year Built 1975  
 Effective Year Built 2000  
 Use LIGHT MANUFACTURING  
 Exterior Wall CB STUCCO  
 Roof Structure GABLE OR HIP

Roof Cover ASPHALT/COMP SHG  
 Heating Type FORCED AIR DUCTED  
 Air Conditioning CENTRAL  
 Baths

Description	Conditioned Area	Actual Area
BASE	3600	3600
CANOPY	0	80
Total SqFt	3600	3680

Building 3  
 Actual Area 7371  
 Conditioned Area 3496  
 Actual Year Built 1975  
 Effective Year Built 1999  
 Use LIGHT MANUFACTURING  
 Exterior Wall MODULAR METAL  
 Roof Structure GABLE OR HIP

Roof Cover METAL  
 Heating Type NONE  
 Air Conditioning NONE  
 Baths

Description	Conditioned Area	Actual Area
BASE	3300	3300
CANOPY	0	2999
OFFICE AVERAGE	196	196
CANOPY	0	876
Total SqFt	3496	7371

Building 4  
 Actual Area 25875  
 Conditioned Area 15805  
 Actual Year Built 1970  
 Effective Year Built 1999  
 Use LIGHT MANUFACTURING  
 Exterior Wall MODULAR METAL  
 Roof Structure GABLE OR HIP

Roof Cover METAL  
 Heating Type NONE  
 Air Conditioning NONE  
 Baths

Description	Conditioned Area	Actual Area
BASE	13541	13541
SEMI FINISHED BASE	0	7550
OFFICE GOOD	1352	1352
UNFINISHED OPEN PORCH	0	2520
OFFICE FAIR	144	144
OFFICE FAIR	144	144
OFFICE GOOD	624	624
Total SqFt	15805	25875



Extra Features

Code Description	BLD	Length	Width	Height	Units
ASPHALT 4	1	0	0	0	75000
DU-C STORAGE	1	20	12	0	200
FNC CHN LNK 06	1	0	0	0	1930
SEE XF NOTES	1	0	0	0	1
DU-C STORAGE	1	22	10	0	220
DU-AV STORAGE	1	8	8	0	64
YRD LGHT 1	1	0	0	0	2
DC-C CARPORT	1	20	18	0	360

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
LIGHT MANUFACTURING	0	0	5	AC	\$130,177

Sales

Sale Date	Sale Price	Instrument		Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
		Type							
5/7/2020	\$650,000.00	WD		<a href="#">1534</a>	<a href="#">983</a>	U	I	CENTRAL FLORIDA ELECTRIC	A & M MANUFACTURING INC
6/21/1967	\$7,500.00	WD		<a href="#">103</a>	<a href="#">375</a>	Q	I	CLYATT LEONE	CENTRAL FLORIDA ELECTRIC

Map



No data available for the following modules: Photos.

Levy County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.  
| [User Privacy Policy](#) | [GDPR Privacy Notice](#)  
[Last Data Upload: 4/8/2025, 7:37:43 PM](#)

Contact Us

Developed by  
 **SCHNEIDER**  
GEOSPATIAL



# Your Inspection Report

315 NW11th Avenue #1  
Chiefland, FL 32626

**PREPARED FOR:**

JOHN HEMKEN

**INSPECTION DATE:**

Tuesday, April 15, 2025

**PREPARED BY:**

Troy Smith



**TROY SMITH CONSTRUCTION INC**

TROYSMITHCONSTRUCTIONINC.COM • (352) 494-8156 • TROYSMITHCONSTRUCTIONINC@GMAIL.COM

Troy Smith Construction, Inc.  
6142 SW CR 232  
Trenton, FL 32693

352-494-8156  
Fax: 352-463-0256

[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troysmithconstructioninc@gmail.com](mailto:troysmithconstructioninc@gmail.com)



April 17, 2025

Dear John Hemken,

RE: Report No. 1557  
315 NW11th Avenue #1  
Chiefland, FL  
32626

Thanks very much for choosing us to perform your home inspection. The inspection itself and the attached report comply with the requirements of the Standards of Practice of our national Association. This document defines the scope of a home inspection.

Clients sometimes assume that a home inspection will include many things that are beyond the scope. We encourage you to read the Standards of Practice so that you clearly understand what things are included in the home inspection and report.

The report has been prepared for the exclusive use of our client. No use by third parties is intended. We will not be responsible to any parties for the contents of the report, other than the party named herein .

The report is effectively a snapshot of the house, recording the conditions on a given date and time. Home inspectors cannot predict future behavior, and as such, we cannot be responsible for things that occur after the inspection. If conditions change, we are available to revisit the property and update our report.

The report itself is copyrighted, and may not be used in whole or in part without our express written permission.

Again, thanks very much for choosing us to perform your home inspection.

Sincerely,

Troy Smith  
on behalf of  
Troy Smith Construction, Inc.

Troy Smith Construction, Inc.  
6142 SW CR 232  
Trenton, FL 32693  
352-494-8156  
Fax: 352-463-0256  
[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troysmithconstructioninc@gmail.com](mailto:troysmithconstructioninc@gmail.com)



## INVOICE

April 17, 2025

Client: John Hemken

Report No. 1557

For inspection at:

315 NW11th Avenue #1

Chiefland, FL

32626

on: Tuesday, April 15, 2025

Home Inspection

\$400.00

Total

\$400.00

Troy Smith Construction, Inc.  
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Trenton, FL 32693  
352-494-8156  
Fax: 352-463-0256  
[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troy-smithconstructioninc@gmail.com](mailto:troy-smithconstructioninc@gmail.com)

# ROOFING

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

Report No. 1557

[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

## Description

**General:** • Asphalt shingle roof appears to be 25 plus years old; roof has minimal useful life remaining. There are some current leaks. See attached photos of roof surface, ceiling, and attic. There is a large amount of asphalt granules from the shingles in the gutters. Additionally, there is a large amount of shingle tabs blown off of the roof; see attached photos.



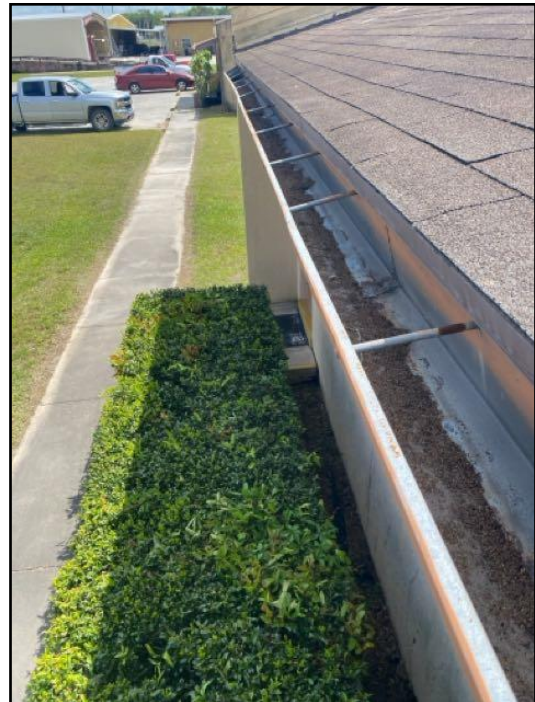
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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



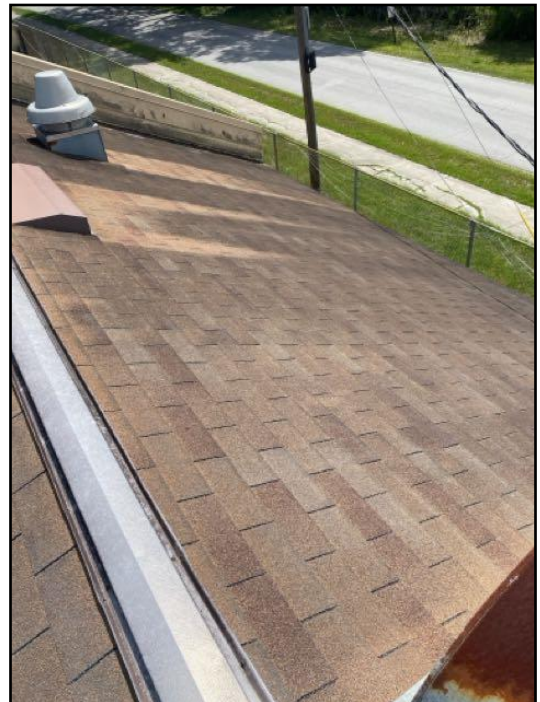
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# ROOFING

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

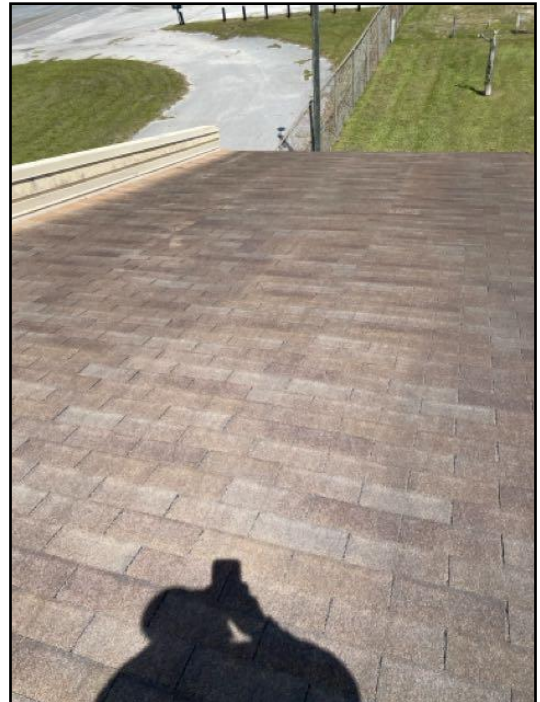
INSULATION

PLUMBING

INTERIOR



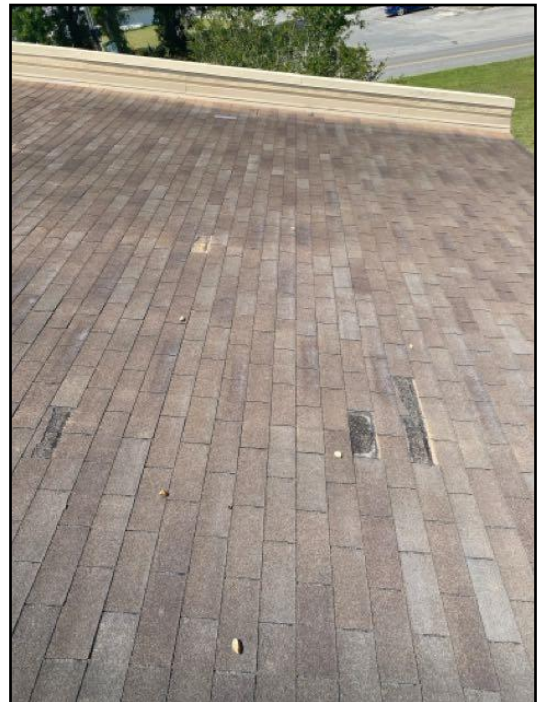
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# ROOFING

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

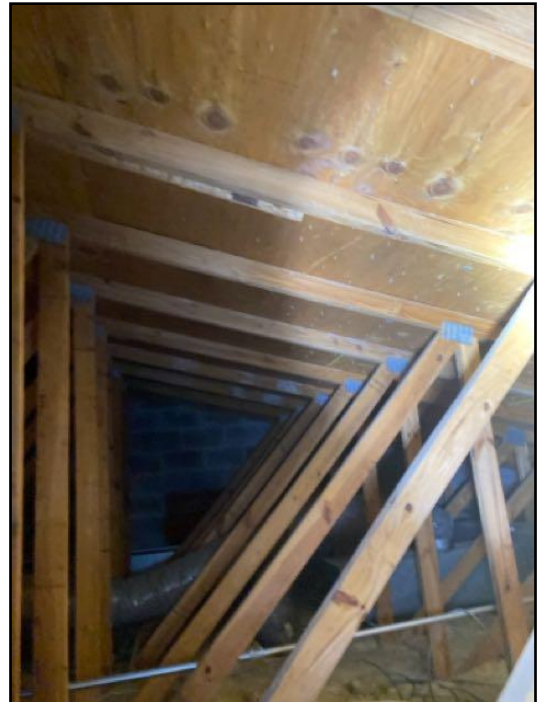
INSULATION

PLUMBING

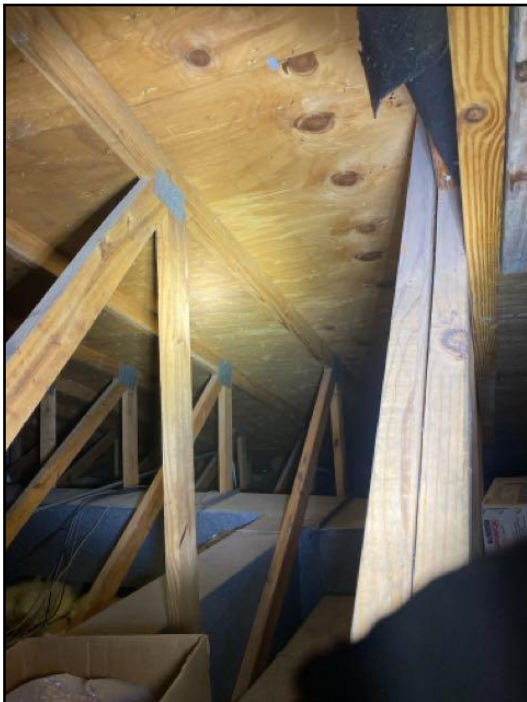
INTERIOR



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# ROOFING

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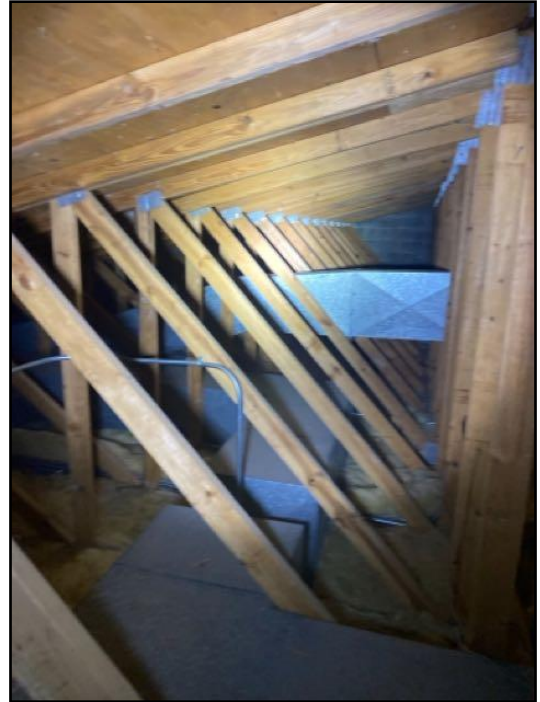
INSULATION

PLUMBING

INTERIOR



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**Sloped roofing material:** • Asphalt shingles

**Sloped roof flashing material:** • Metal

**Probability of leakage:** • High

# ROOFING

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INTERIOR

**Approximate age:** • 25 years

**Typical life expectancy:** • Minimal

**Roof Shape:** • Gable

## Limitations

**Inspection performed:** • By walking on roof

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Age determined by:** • Visual inspection from roof surface

**Not included as part of a building inspection:** • Antennas • Not readily accessible interiors of vent systems, flues, and chimneys • Dish



# EXTERIOR

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ROOFING

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INSULATION

PLUMBING

INTERIOR

## Description

**General:** • Exterior wall surface is painted stucco over block. Pressure washing of the exterior, as well as minor repairs and paint is recommended to the exterior walls. Recommend new soffit and gutters. Also, recommend to replace small areas of wood siding at roof line with Hardi or aluminum. Additionally, recommend to fill the gap in the concrete between the concrete step/stoop and the building entrance.



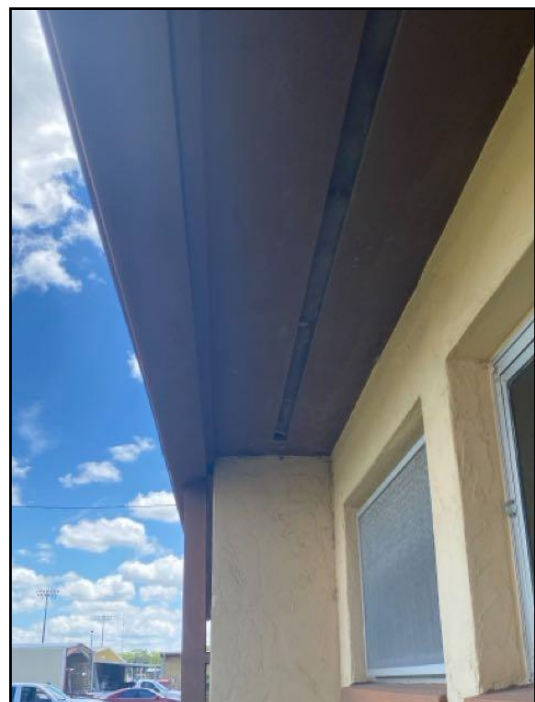
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# EXTERIOR

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

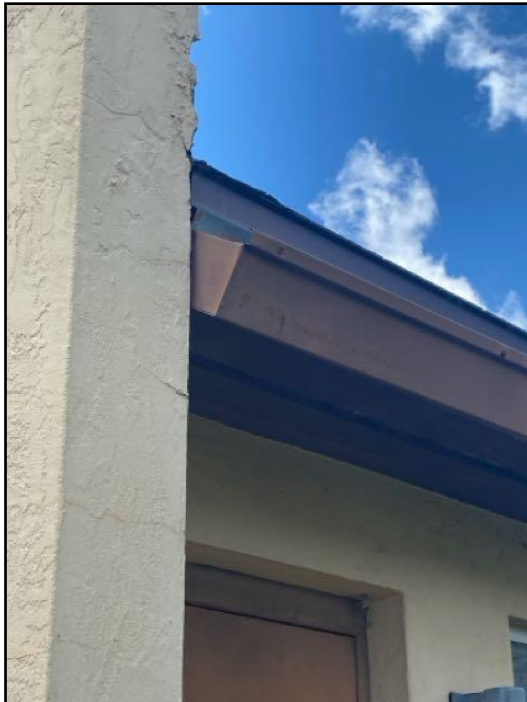
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



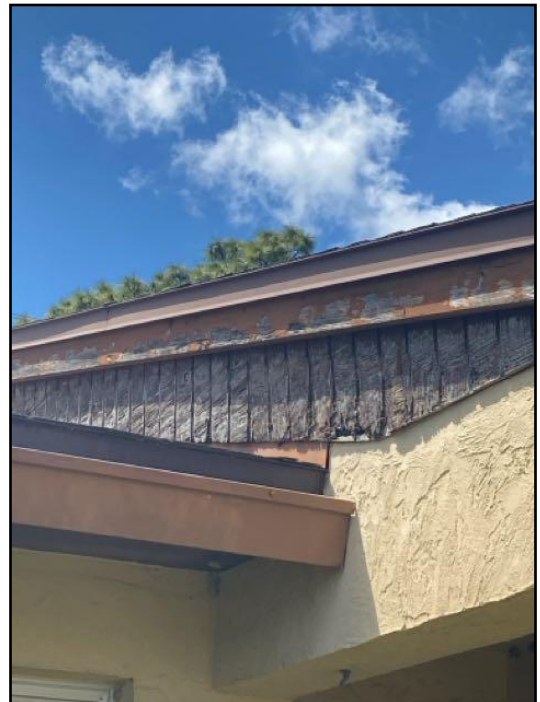
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# EXTERIOR

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ROOFING

EXTERIOR

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INTERIOR



28.



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# EXTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

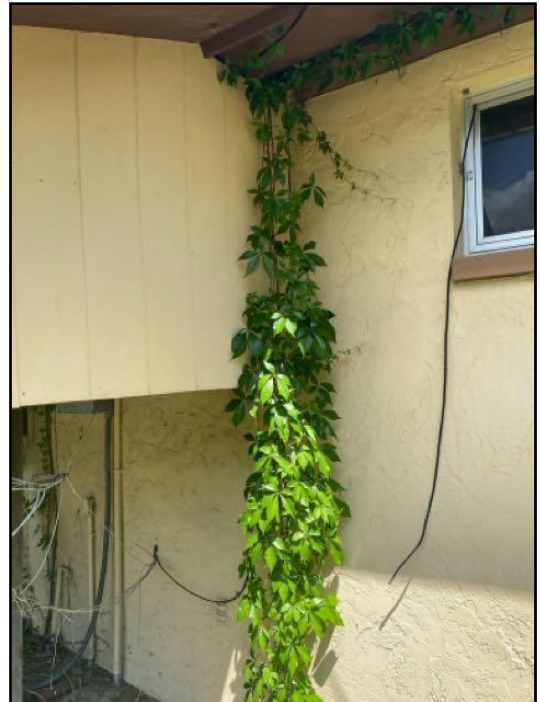
INSULATION

PLUMBING

INTERIOR



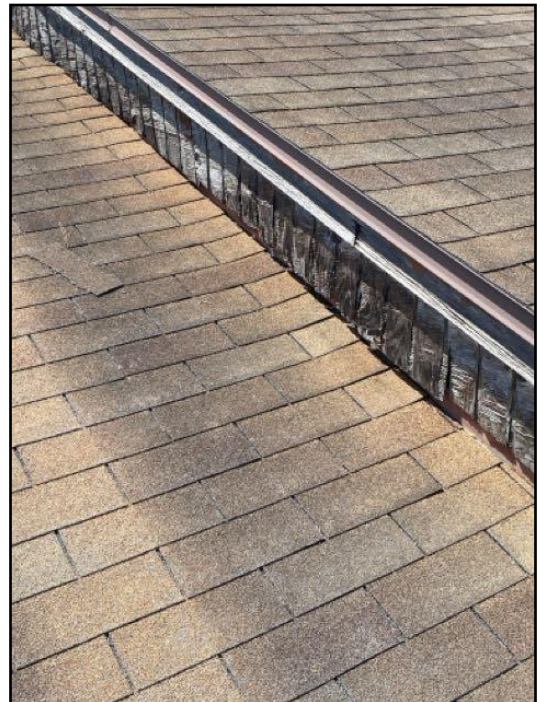
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# EXTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

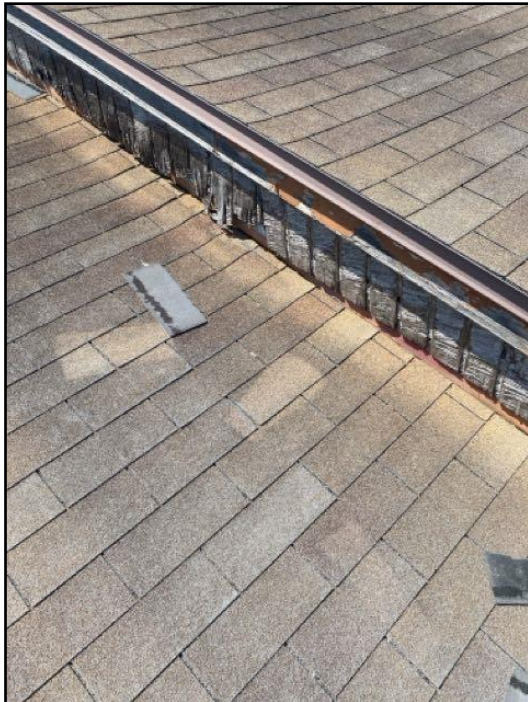
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



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# EXTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

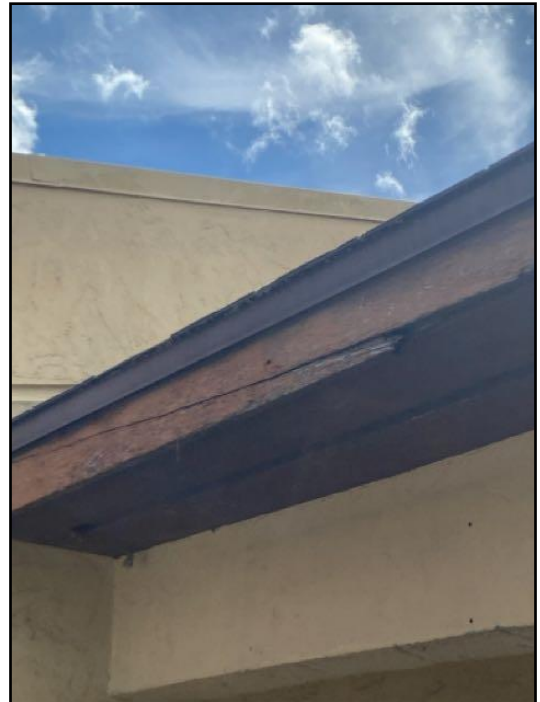
INSULATION

PLUMBING

INTERIOR



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# EXTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



44.



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47.



# EXTERIOR

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ROOFING

EXTERIOR

STRUCTURE

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INSULATION

PLUMBING

INTERIOR



48.

**Gutter & downspout material:** • Aluminum

**Gutter & downspout type:** • Eave mounted

**Gutter & downspout discharge:** • Above grade

**Downspout discharge:** • Above grade

**Lot slope:** • Away from building

**Soffit (underside of eaves) and fascia (front edge of eaves):**

- Wood
- With screen

**Wall surfaces and trim:**

- Stucco
- Over block.

**Driveway:** • Asphalt

**Walkway:** • Concrete

**Porch:** • Concrete

**Carport:** • Attached

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

## Description

**General:** • Masonry block building was constructed on concrete foundations and a concrete slab. Exterior walls are concrete/masonry block. Roof system is wood framed with pre engineered wood trusses and decked with plywood sheeting. Overall, the building appears to be structurally adequate. There is evidence of minor /normal cracking. The cracks do not appear to be from significant settling. The blocks do not appear to have separated or shifted. Recommend to patch and paint the stucco to help keep the walls sealed and prevent moisture intrusion.

**Configuration:** • Slab-on-grade

**Foundation material:** • Poured concrete

**Floor construction:** • Concrete

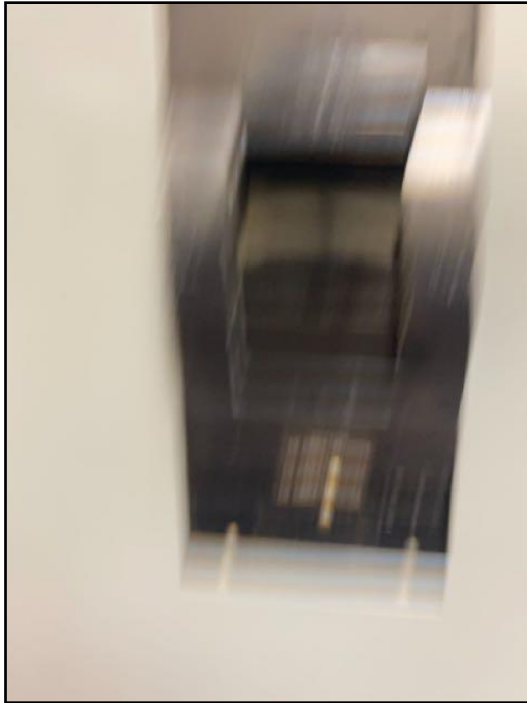
**Exterior wall construction:**

- Masonry Block

**Roof and ceiling framing:** • Trusses

## Description

**General:** • 400 amp service is provided overhead. Three phase power transforms down to single phase for lighting and basic receptacles. Electrical system appears to be in good condition. Note that one breaker is tripping; recommend to have it assessed and repaired by a licensed professional electrician. The middle receptacle in the front, right office is not working. Additionally, the receptacle where the water fountain is located is not working. These receptacles may be on the circuit that is tripping; repair is needed.



49.



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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



51.



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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

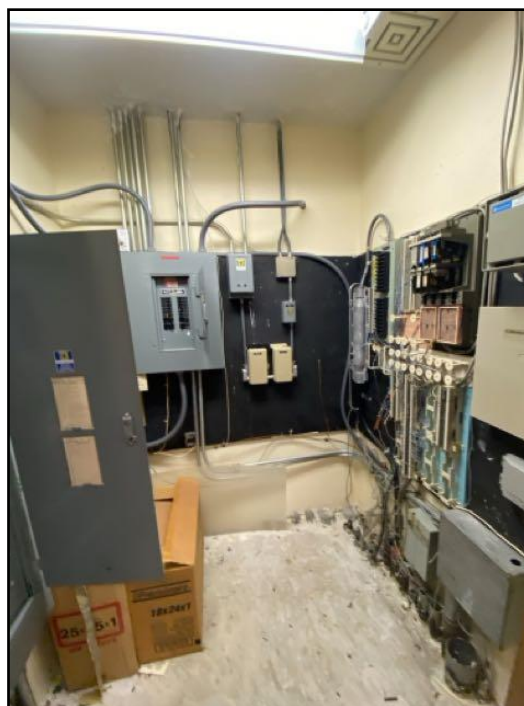
INSULATION

PLUMBING

INTERIOR



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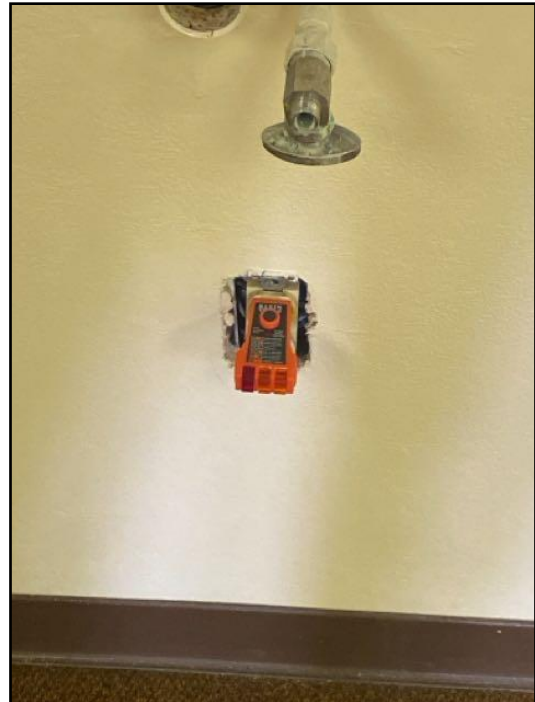
57.



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**Service entrance cable and location:** • Overhead aluminum

**Service size:** • 400 Amps (240 Volts)

**Main disconnect/service box rating:** • 400 Amps

**Main disconnect/service box type and location:**

- Breakers - utility room
- Electrical room

**System grounding material and type:** • Copper - ground rods

**Distribution panel type and location:** • Breakers - utility room

**Distribution panel rating:** • 400 Amps

**Electrical panel manufacturers:** • Square D

**Distribution wire (conductor) material and type:** • Copper - metallic sheathed

**Type and number of outlets (receptacles):** • Grounded - typical

**Circuit interrupters: Ground Fault (GFCI) & Arc Fault (AFCI):** • No GFCI

**Smoke alarms (detectors):**

- None noted

Recommend to add smoke detectors



ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

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INSULATION

PLUMBING

INTERIOR

## Limitations

**System ground:** • Not accessible • Continuity not verified • Quality of ground not determined

**Not included as part of a building inspection:** • Remote control devices • Low voltage wiring systems and components • Testing of smoke and/or carbon monoxide alarms • Solar, wind, and other renewable energy systems • Amperage, voltage, and impedance measurements • Determination of the age of smoke and carbon monoxide alarms

## Description

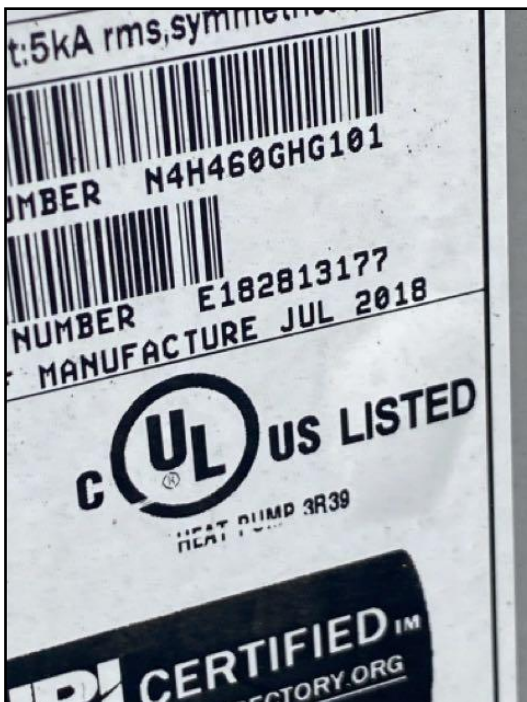
**General:** • Small A/C unit was manufactured in 2018. The larger unit is past the end of its normal useful life. Neither systems were operating properly during the inspection. The small systems compressor unit was running without the air handler running. This system should be assessed by a licensed professional A/C contractor to determine what it needs to operate properly. The large system most likely needs to be replaced.



61.



62.



63.



64.



# HEATING

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

Report No. 1557

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ROOFING

EXTERIOR

STRUCTURE

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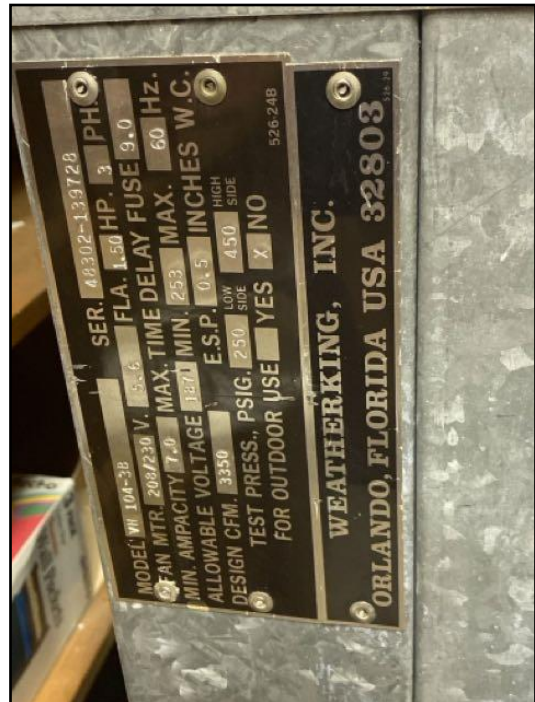
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# HEATING

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

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ROOFING

EXTERIOR

STRUCTURE

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HEATING

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PLUMBING

INTERIOR



69.



70.



71.

Heating system type: • Heat pump

Fuel/energy source: • Electricity

Heat pump manufacturer: • Arcoaire

# HEATING

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

Report No. 1557

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ROOFING

EXTERIOR

STRUCTURE

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HEATING

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INSULATION

PLUMBING

INTERIOR

**Heat distribution:** • Ducts and registers

**Approximate capacity:** • 60,000 BTU/hr

**Efficiency:** • Conventional

**Approximate age:**

• 7 years

For the smaller split system.

• Near end of life expectancy

On the larger system.

**Main fuel shut off at:** • Exterior wall

**Failure probability:**

• High

Large equipment

• Low

Smaller/newer equipment

**Chimney/vent:** • None

**Chimney liner:** • None • Not required

## Limitations

**Safety devices:** • Not tested as part of a building inspection

**Heat loss calculations:** • Not done as part of a building inspection

**Heat exchanger:** • Not required

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Not included as part of a building inspection:** • Heat loss calculations • Interiors of vent systems, flues, and chimneys • Heat exchangers • Humidifiers and dehumidifiers • Electronic air cleaners • Heating systems using ground source, water source, solar, and renewable energy technology • Heat/energy recovery systems • Whole house mechanical ventilation systems • Fireplace screens and doors • Fireplace seals and gaskets • Automatic fuel feed devices • Mantles and fireplace surrounds

# COOLING & HEAT PUMP

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

Repo47 No. 1557

[www.troymithconstructioninc.com](http://www.troymithconstructioninc.com)

ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

## Description

**General:** • The smaller unit was manufactured in 2018 by Arcoaire. The older unit's manufactured date and manufacturer was not legible on the condenser unit outside. The label on the air handler was legible; manufactured by Weatherking. Neither system was operating properly during inspection. However, the smaller system's compressor was running without the air handler running. Recommend to have the smaller system assessed since the compressor is not that old (manufactured in 2018) to determine the issue and the cost required to repair. The larger, older system most likely needs to be replaced.



72.



73.



# COOLING & HEAT PUMP

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

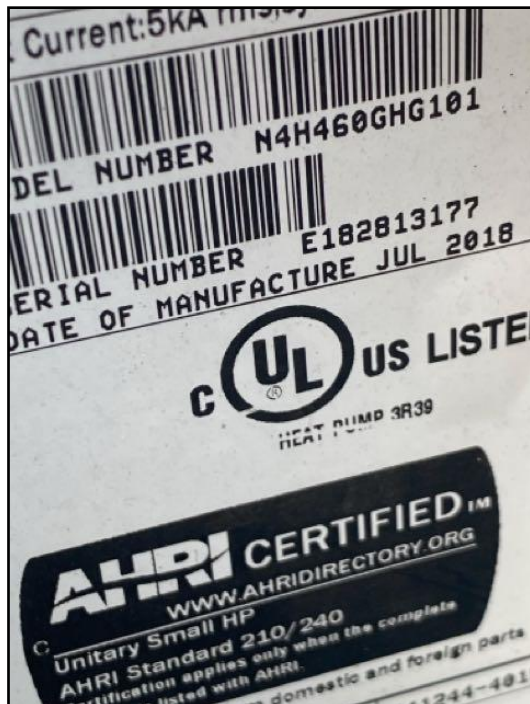
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



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# COOLING & HEAT PUMP

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Report No. 1557

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

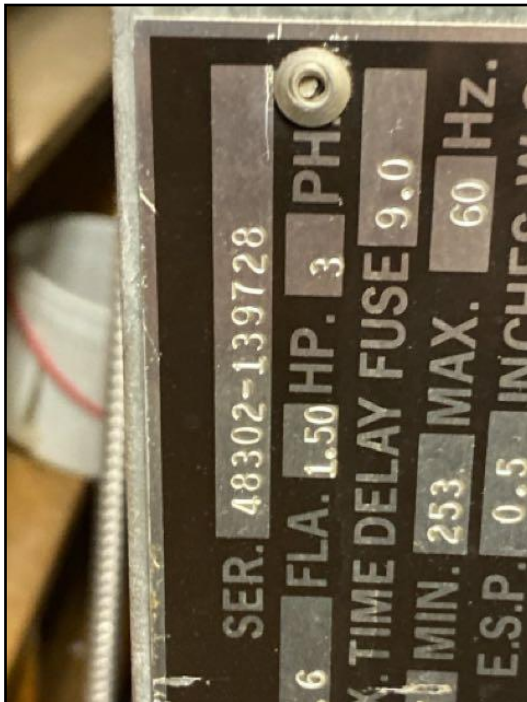
INTERIOR



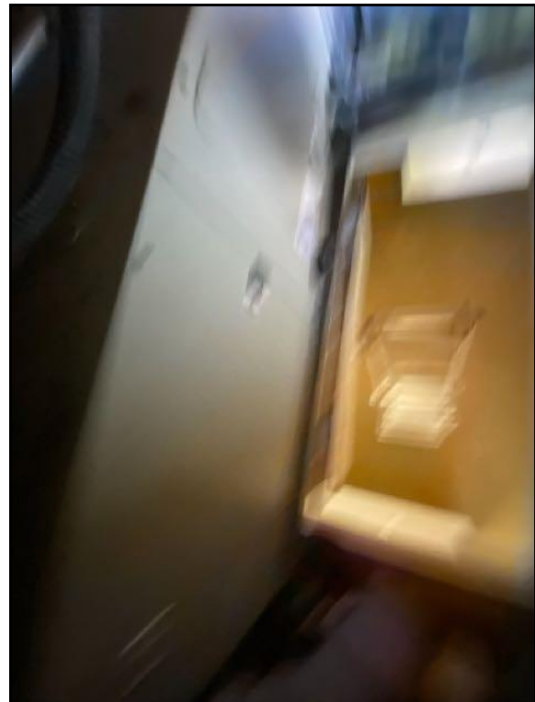
78.



79.



80.



81.



# COOLING & HEAT PUMP

315 NW11th Avenue #1, Chiefland, FL April 15, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

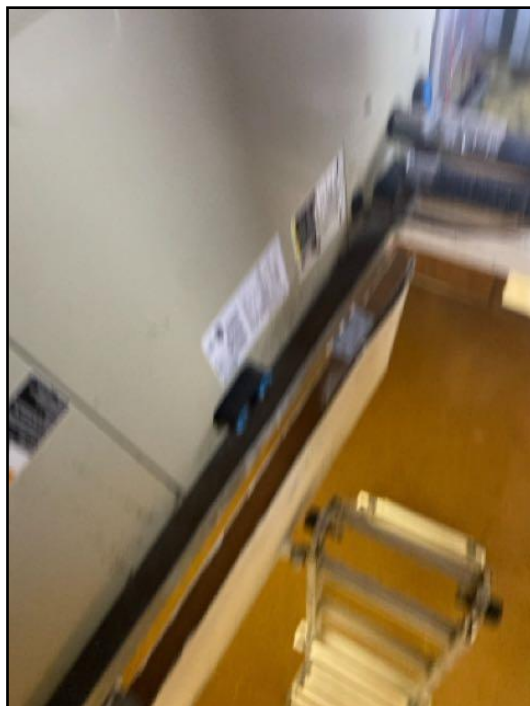
HEATING

COOLING

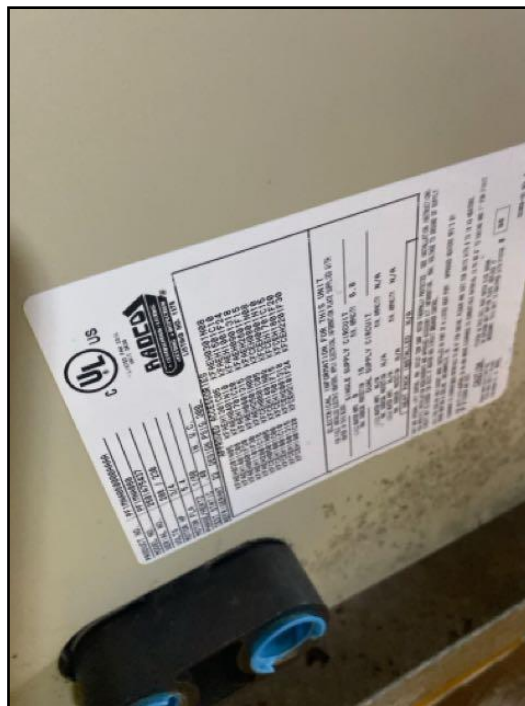
INSULATION

PLUMBING

INTERIOR



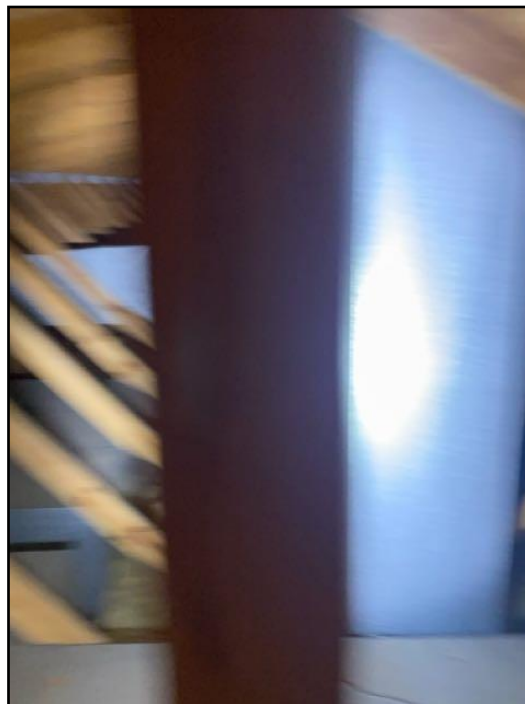
82.



83.



84.



85.



# COOLING & HEAT PUMP

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86.

**Air conditioning type:** • Air cooled

**Heat pump type:** • Air source

**Manufacturer:** • Arcoaire for the smaller/newer split system. Unknown on the older/larger system

**Cooling capacity:**

- 5 Tons

Smaller unit.

**Compressor approximate age:**

- Not determined

Large equipment.

- 7 years

Newer equipment.

**Failure probability:**

- High

Larger/older equipment.

- Low

Newer equipment.

# COOLING & HEAT PUMP

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## Limitations

**Heat gain calculations:** • Not done as part of a building inspection

**Heat gain/loss calculations:** • Not done as part of a building inspection

**Not included as part of a building inspection:** • Electronic air cleaners • Cooling system adequacy • Cooling system distribution balance • Window cooling system • Ground source, water source, solar, and renewable energy technology • Heat gain or heat loss calculations

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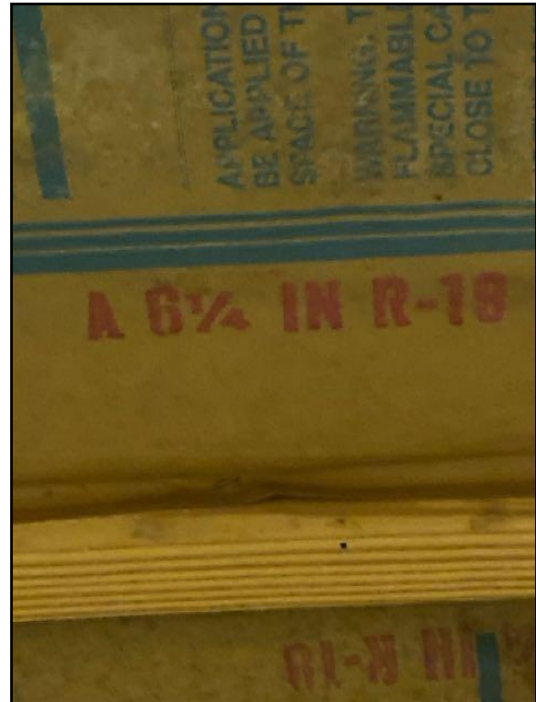
INTERIOR

## Description

**General:** • The attic is insulated with fiberglass batts with a paper faced vapor barrier. Insulation value is R-19 /6" thick. This is minimal insulation and will not meet current energy codes and standards. Recommend to blow additional insulation on top of the existing insulation to total at least R-30 to R-50 (12-20" thick total). Exterior wall insulation is not visible; however, during this period of construction a foil radiant/vapor barrier may have been used or foil faced rigid foam boards along with furring strips and an air space for insulation value. Actual insulation cannot be determined due to lack of visibility; insulation mentioned is only an opinion of what would have been typical 30 years ago.



87.



88.



# INSULATION AND VENTILATION

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STRUCTURE

ELECTRICAL

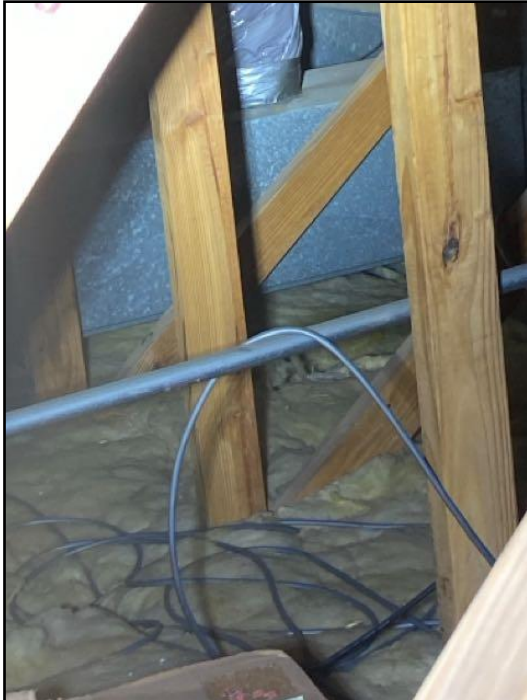
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



89.



90.



91.



92.

**Attic/roof insulation material:** • Glass fiber

**Attic/roof insulation amount/value:** • R-30

**Attic/roof air/vapor barrier:** • Kraft paper

# INSULATION AND VENTILATION

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**Attic/roof ventilation:** • Roof vent • Soffit vent • Ridge vent

**Wall insulation material:** • Not determined • Not visible

**Wall insulation amount/value:** • Not determined • Not visible

**Wall air/vapor barrier:** • Not determined

## Limitations

**Attic inspection performed:** • From access hatch

**Roof space inspection performed:** • From access hatch

**Roof ventilation system performance:** • Not evaluated

**Air/vapor barrier system:** • Continuity not verified

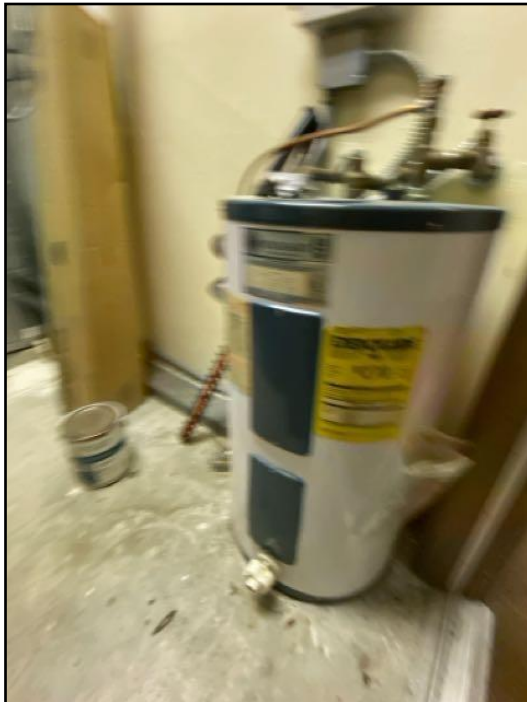
**Mechanical ventilation effectiveness:** • Not verified

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Not included as part of a building inspection:** • Insulation cannot be disturbed

## Description

**General:** • Water is supplied by city utilities. Sanitary system drains into the city sewer system. Electric water heater was manufactured by Rheem in approximately 1982. Current water heater is aged and will most likely be required to be replaced by the insurance company and/or lender upon purchase even though it appears to be operational. Toilets flush slowly; should be replaced with newer more efficient models/commercial models. There is a leak around the toilet at the floor in the men's bathroom; a new wax ring or replacement is needed. Men's toilet is also leaking at the tank when flushed. No other leaks were noticed during the inspection.



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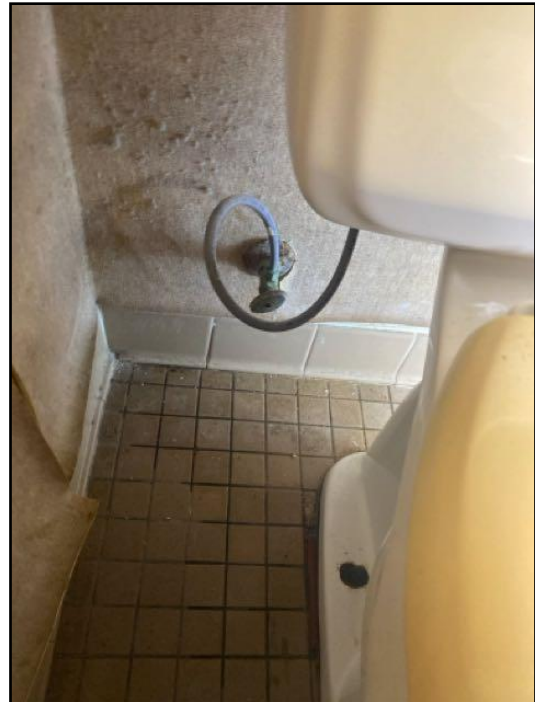
97.



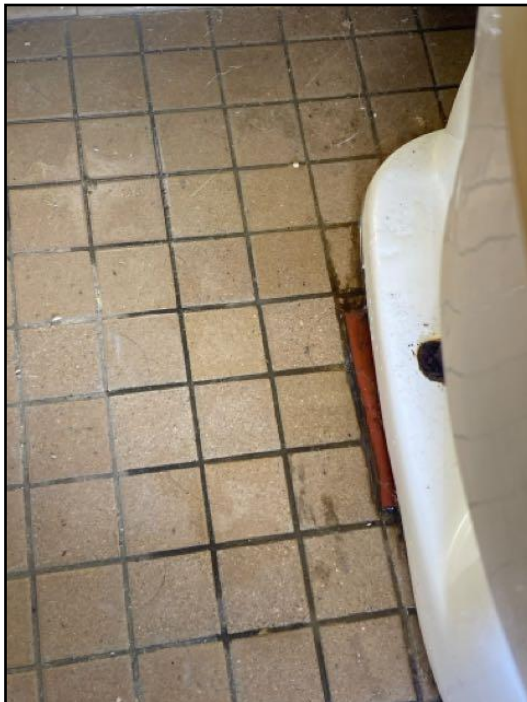
98.



99.



100.



101.



102.

**Water supply source (based on observed evidence):** • Public

**Service piping into building:** • Plastic

**Supply piping in building:** • Copper

ROOFING

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INTERIOR

**Main water shut off valve at the:** • Meter

**Water flow and pressure:** • Functional

**Water heater type:** • Conventional

**Water heater location:** • Mechanical room

**Water heater fuel/energy source:** • Electric

**Water heater manufacturer:** • Rheem

**Water heater tank capacity:** • 20 gallons

**Water heater approximate age:** • 40 years

**Waste disposal system:** • Public

**Waste and vent piping in building:** • PVC plastic

## Limitations

**Items excluded from a building inspection:** • Water quality • Septic system • Isolating/relief valves & main shut-off valve • Concealed plumbing • Tub/sink overflows • Water treatment equipment • Water heater relief valves are not tested • The performance of floor drains or clothes washing machine drains • Pool • Spa • Water features • Landscape irrigation system

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Not included as part of a building inspection:** • Washing machine connections • Not readily accessible interiors of vent systems, flues, and chimneys • Wells, well pumps, and water storage related equipment • Water conditioning systems • Solar water heating systems • Geothermal water heating systems • Fire extinguishers and sprinkler systems • Landscape irrigation systems • Septic systems



# INTERIOR

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## Description

**General:** • The interior finishes are very outdated. Flooring, trim, and painting will most likely be desired by a buyer. Acoustic ceiling is damaged from previous and current roof leaks in several places; repair or replace as required. See photos of interior finishes and condition. Recommend to remove wall paper to patch and paint drywall or completely refinish the drywall.



103.



104.



105.



106.

# INTERIOR

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PLUMBING

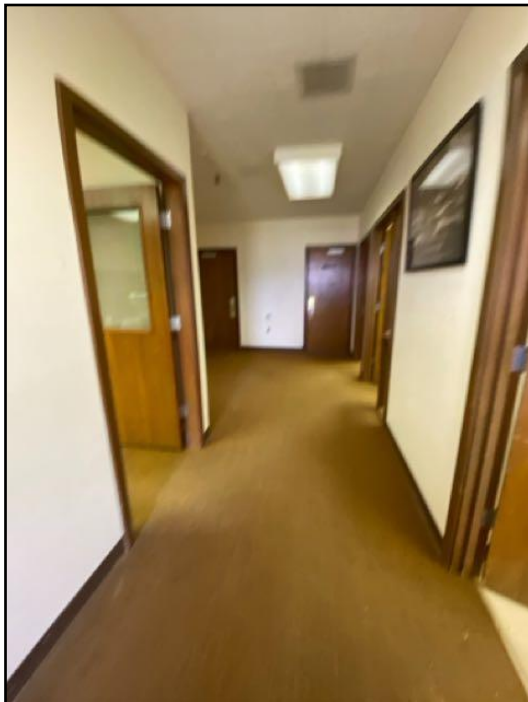
INTERIOR



107.



108.



109.



110.

# INTERIOR

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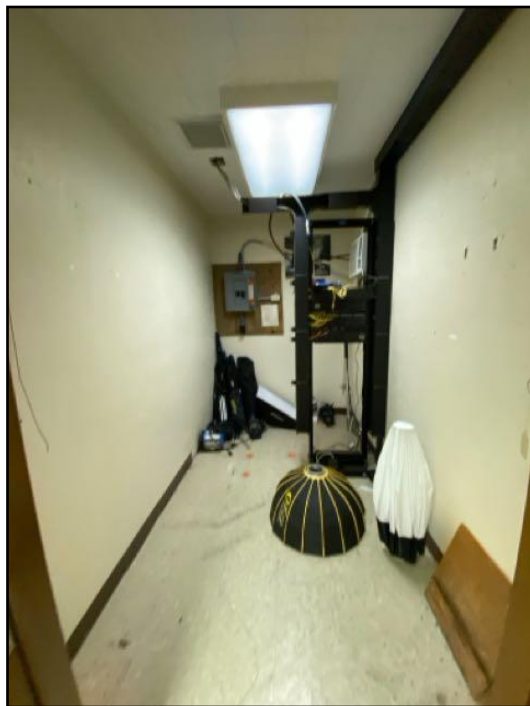
INTERIOR



111.



112.



113.



114.



# INTERIOR

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115.



116.



117.



118.

# INTERIOR

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COOLING

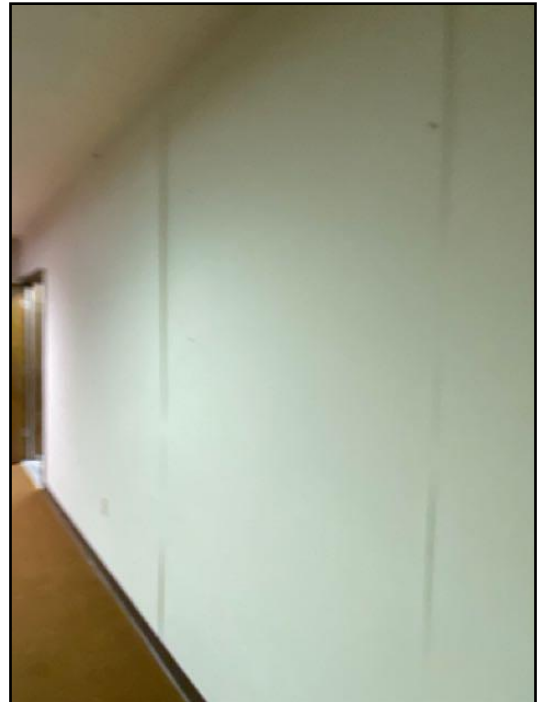
INSULATION

PLUMBING

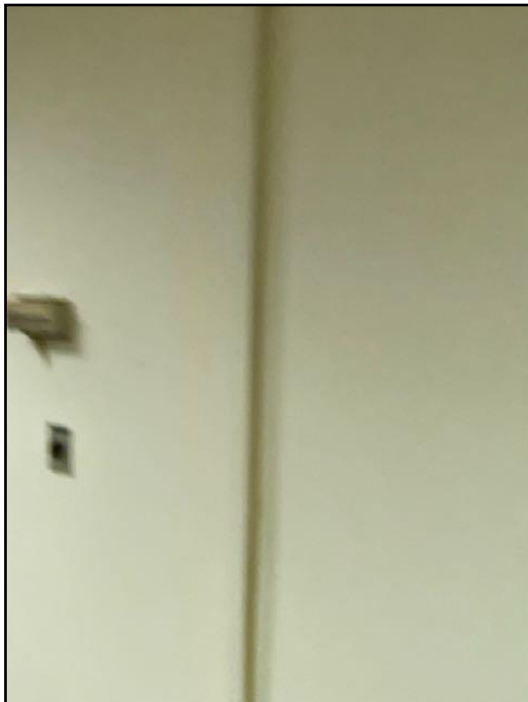
INTERIOR



119.



120.



121.



122.

# INTERIOR

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123.



124.



125.



126.





127.

**Major floor finishes:** • Carpet • Ceramic

**Major floor finishes:** • VCT

**Major wall finishes:** • Plaster/drywall

**Major ceiling finishes:**

- Acoustic tile
- Over drywall

**Windows:** • Aluminum

**Glazing:** • Double

**Exterior doors - type/material:**

- Metal
- Commercial metal/steel doors for the entry.

**Doors:** • Inspected

**Bathroom ventilation:** • Exhaust fan

**Inventory Air Conditioner:** • Arcoaire • Weatherking

## Limitations

**Not included as part of a building inspection:** • Carbon monoxide alarms (detectors), security systems, central vacuum • Cosmetic issues • Appliances • Perimeter drainage tile around foundation, if any • Decorative items • Aesthetics or quality of finishes • Vermin, including wood destroying organisms. • Underground components (e.g., oil tanks, septic fields, underground drainage systems) • Environmental issues including asbestos • Paint, wallpaper, and other finishes • Floor coverings • Window treatments • Window coatings and seals between panes of glass

**END OF REPORT**



# Your Inspection Report

315 NW 11th Avenue #2  
Chiefland, FL 32626

**PREPARED FOR:**

JOHN HEMKEN

**INSPECTION DATE:**

Wednesday, April 16, 2025

**PREPARED BY:**

Troy Smith



**TROY SMITH CONSTRUCTION INC**

TROYSMITHCONSTRUCTIONINC.COM • (352) 494-8156 • TROYSMITHCONSTRUCTIONINC@GMAIL.COM

Troy Smith Construction, Inc.  
6142 SW CR 232  
Trenton, FL 32693

352-494-8156  
Fax: 352-463-0256

[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troysmithconstructioninc@gmail.com](mailto:troysmithconstructioninc@gmail.com)





April 17, 2025

Dear John Hemken,

RE: Report No. 1558  
315 NW 11th Avenue #2  
Chiefland, FL  
32626

Thanks very much for choosing us to perform your home inspection. The inspection itself and the attached report comply with the requirements of the Standards of Practice of our national Association. This document defines the scope of a home inspection.

Clients sometimes assume that a home inspection will include many things that are beyond the scope. We encourage you to read the Standards of Practice so that you clearly understand what things are included in the home inspection and report.

The report has been prepared for the exclusive use of our client. No use by third parties is intended. We will not be responsible to any parties for the contents of the report, other than the party named herein .

The report is effectively a snapshot of the house, recording the conditions on a given date and time. Home inspectors cannot predict future behavior, and as such, we cannot be responsible for things that occur after the inspection. If conditions change, we are available to revisit the property and update our report.

The report itself is copyrighted, and may not be used in whole or in part without our express written permission.

Again, thanks very much for choosing us to perform your home inspection.

Sincerely,

Troy Smith  
on behalf of  
Troy Smith Construction, Inc.

Troy Smith Construction, Inc.  
6142 SW CR 232  
Trenton, FL 32693  
352-494-8156  
Fax: 352-463-0256  
[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troysmithconstructioninc@gmail.com](mailto:troysmithconstructioninc@gmail.com)



## INVOICE

April 17, 2025

Client: John Hemken

Report No. 1558

For inspection at:

315 NW 11th Avenue #2

Chiefland, FL

32626

on: Wednesday, April 16, 2025

Home Inspection

\$400.00

Total

\$400.00

Troy Smith Construction, Inc.  
6142 SW CR 232  
Trenton, FL 32693  
352-494-8156  
Fax: 352-463-0256  
[www.troysmithconstructioninc.com](http://www.troysmithconstructioninc.com)  
[troy.smithconstructioninc@gmail.com](mailto:troy.smithconstructioninc@gmail.com)

# ROOFING

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

## Description

**General:** • Shingle roof is approximately 20 plus years old and is past it's normal useful life. Several shingle tabs have blown off or are loose; the asphalt granules are wearing off. See photos of roof surface. Recommend installing a new roof.



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3.



4.



# ROOFING

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ROOFING

EXTERIOR

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HEATING

COOLING

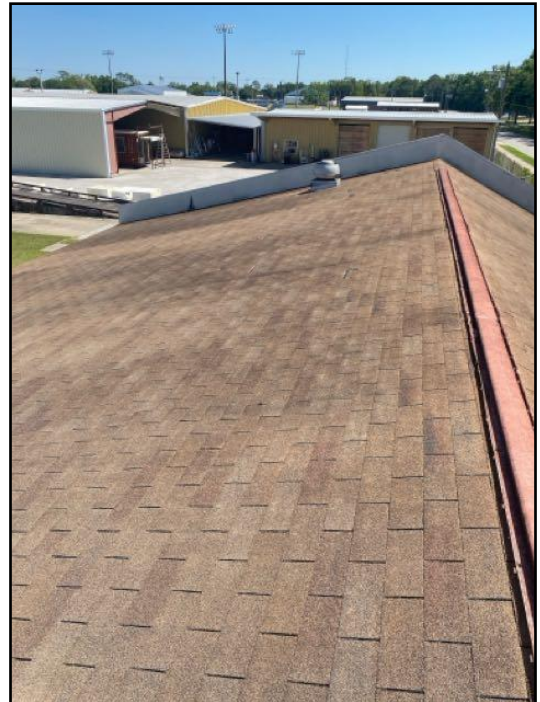
INSULATION

PLUMBING

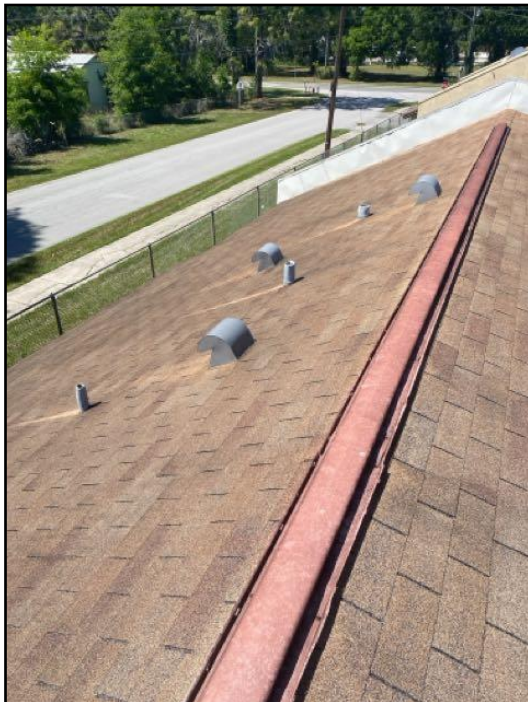
INTERIOR



5.



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# ROOFING

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EXTERIOR

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ELECTRICAL

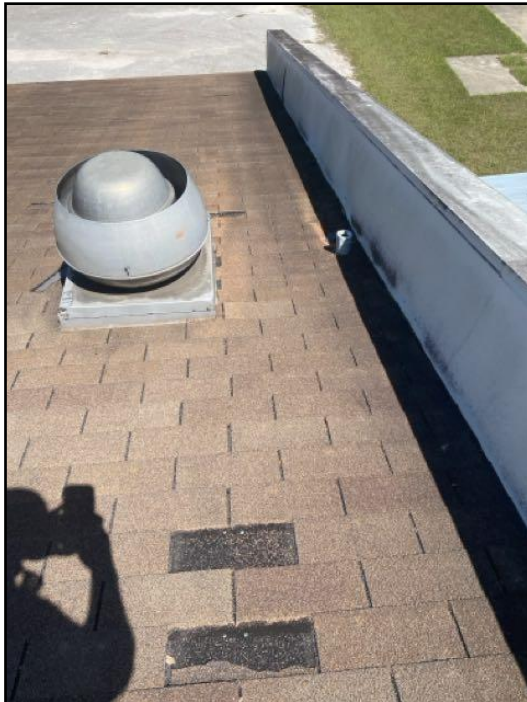
HEATING

COOLING

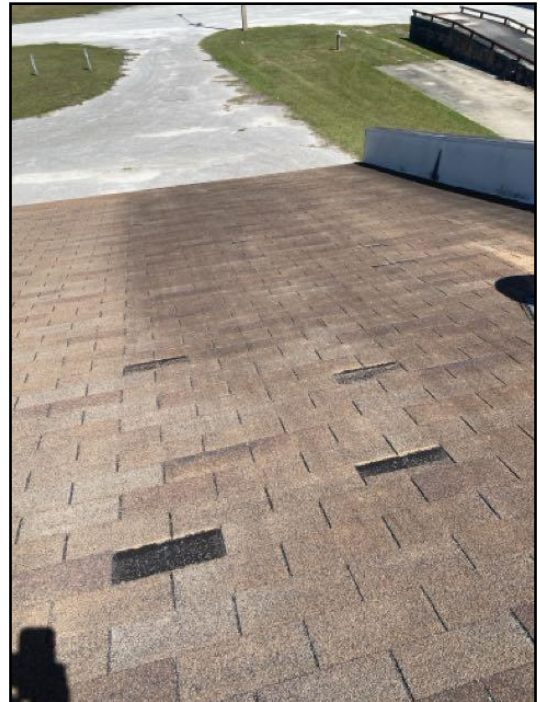
INSULATION

PLUMBING

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# ROOFING

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ELECTRICAL

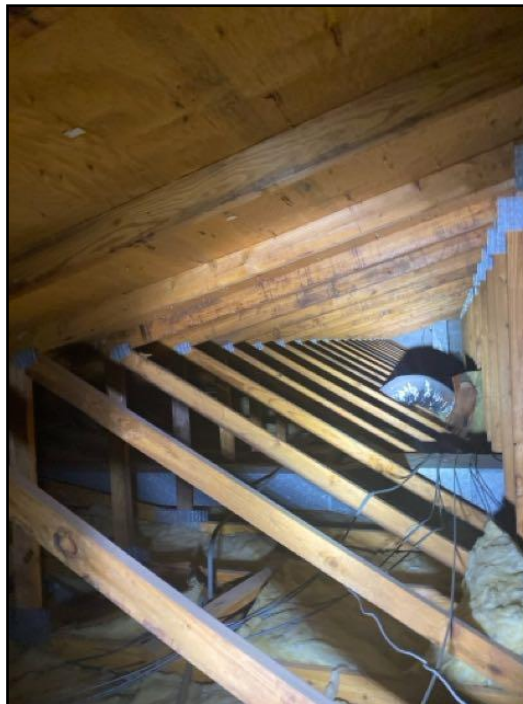
HEATING

COOLING

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PLUMBING

INTERIOR



13.

**The home is considered to face:** • East

**Sloped roofing material:** • Asphalt shingles

**Sloped roof flashing material:** • Metal

**Probability of leakage:** • High

**Approximate age:**

- 25 years
- 25 plus years

**Typical life expectancy:** • 15-20 years

**Roof Shape:** • Gable

## Limitations

**Inspection performed:** • By walking on roof

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Age determined by:** • Visual inspection from roof surface

**Not included as part of a building inspection:** • Antennas • Not readily accessible interiors of vent systems, flues, and chimneys • Dish



# EXTERIOR

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## Description

**General:** • Exterior wall surface is painted stucco over masonry block. Minor stucco patching and repairs are needed along with a quality paint to fill and seal cracks. See photos of exterior walls, soffit, fascia, trim, etc.



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# EXTERIOR

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18.



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# EXTERIOR

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22.



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# EXTERIOR

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

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ROOFING

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26.



27.

## Gutter & downspout material:

- Aluminum
- No downspouts

## Gutter & downspout type: • Open ends of gutter

## Gutter & downspout discharge: • Above grade

## Downspout discharge: • Above grade

## Lot slope: • Flat

## Soffit (underside of eaves) and fascia (front edge of eaves): • Aluminum

## Wall surfaces and trim: • Stucco

## Driveway: • Asphalt

## Exterior steps: • Concrete

## Description

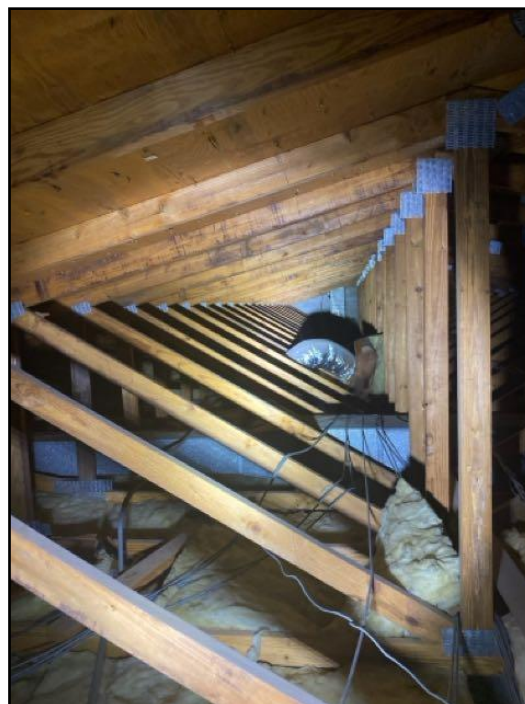
**General:** • Concrete masonry block building was constructed on concrete foundations and a concrete slab. The roof system is wood framed with pre engineered wood trusses and decked with plywood. The building appears to be structurally sound. There are some cracks in the stucco and block joints. The cracks appear to be minor and normal. The cracks do not appear to be due to significant settling. Recommend to patch and paint stucco.



28.



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30.

# STRUCTURE

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**Configuration:** • Slab-on-grade

**Foundation material:** • Poured concrete

**Floor construction:** • Concrete

**Exterior wall construction:** • Masonry • Concrete block

**Roof and ceiling framing:** • Trusses

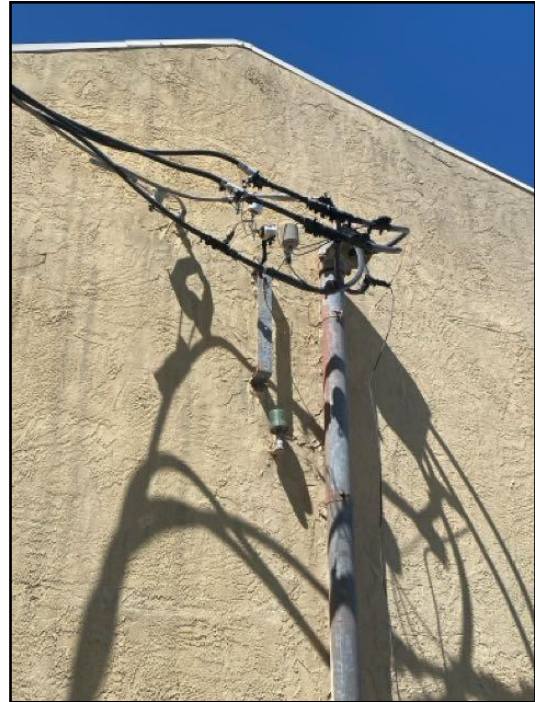


## Description

**General:** • 400 amp electrical service is provided overhead. It is a 208 three phase service. However, the main panel has a 225 main breaker. Breaker may need to be upgraded depending on the future equipment and the use of the building. The second panel is 150 amp. Receptacles and lighting were in normal working order with the exception of one receptacle marked danger. This should be assessed by a licensed professional electrician.



31.



32.



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34.

# ELECTRICAL

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ROOFING

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STRUCTURE

**ELECTRICAL**

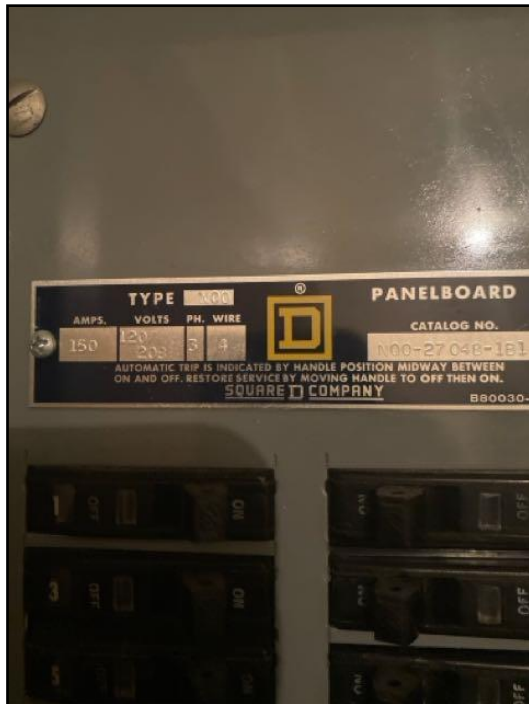
HEATING

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PLUMBING

INTERIOR



35.



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37.



38.



39.



40.

**Service entrance cable and location:** • Overhead aluminum

**Service size:** • 400 Amps (240 Volts)

**Main disconnect/service box rating:** • 400 Amps

**Main disconnect/service box type and location:** • Breakers - utility room

**System grounding material and type:** • Copper - ground rods

**Distribution panel type and location:** • Breakers - utility room

**Electrical panel manufacturers:** • Square D

**Distribution wire (conductor) material and type:** • Copper - metallic sheathed

**Type and number of outlets (receptacles):** • Grounded - typical

**Circuit interrupters: Ground Fault (GFCI) & Arc Fault (AFCI):** • No GFCI

**Smoke alarms (detectors):**

- Present

Recommend to update smoke detectors; smoke detectors appear to be well over ten years old. These should be replaced every ten years regardless of function.



# ELECTRICAL

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## Limitations

**System ground:** • Not accessible • Continuity not verified • Quality of ground not determined

**Not included as part of a building inspection:** • Remote control devices • Low voltage wiring systems and components • Testing of smoke and/or carbon monoxide alarms • Solar, wind, and other renewable energy systems • Amperage, voltage, and impedance measurements • Determination of the age of smoke and carbon monoxide alarms

## Description

**General:** • Mini split heating system was added. It appears to have been added due to the older system being non-operational.



41.



42.



43.



44.

# HEATING

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45.

**Heating system type:** • Mini split heater

**Fuel/energy source:** • Electricity

**Heat pump manufacturer:** • Daikin

**Heat distribution:** • One Blower head.

**Approximate capacity:** • 24000 BTU(2 ton)

**Efficiency:** • High-efficiency

**Approximate age:** • 5 years

**Main fuel shut off at:** • Panel

**Failure probability:** • Low

**Chimney/vent:** • None

**Chimney liner:** • Not required

## Limitations

**Safety devices:** • Not tested as part of a building inspection

**Heat loss calculations:** • Not done as part of a building inspection

**Heat exchanger:** • Not required

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Not included as part of a building inspection:** • Heat loss calculations • Interiors of vent systems, flues, and chimneys • Heat exchangers • Humidifiers and dehumidifiers • Electronic air cleaners • Heating systems using ground source, water



# HEATING

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

Report No. 1558

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

INTERIOR

source, solar, and renewable energy technology • Heat/energy recovery systems • Whole house mechanical ventilation systems • Fireplace screens and doors • Fireplace seals and gaskets • Automatic fuel feed devices • Mantles and fireplace surrounds

# COOLING & HEAT PUMP

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

Report 1558

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

INSULATION

PLUMBING

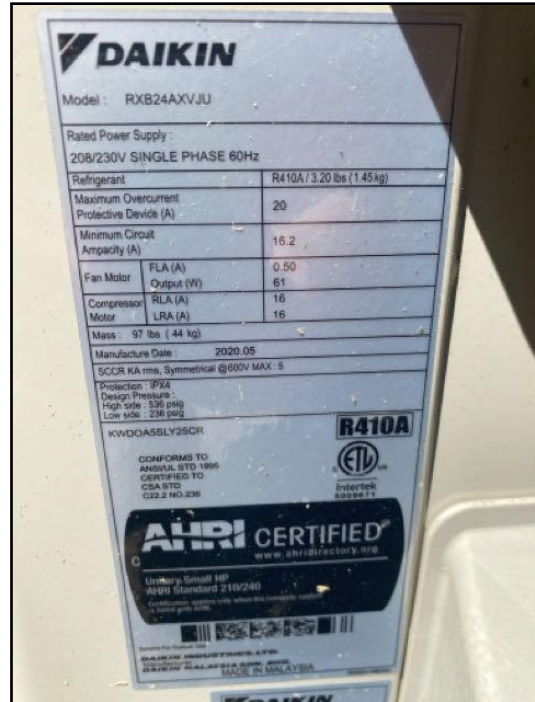
INTERIOR

## Description

**General:** • A two ton mini split has been added. The mini split system appears to have been added due to the original equipment not being operational.



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47.



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# COOLING & HEAT PUMP

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INSULATION

PLUMBING

INTERIOR



50.

**Air conditioning type:** • Air cooled

**Heat pump type:** • Air source

**Manufacturer:** • Daikin

**Cooling capacity:** • 2 Tons

**Compressor type:** • Electric

**Compressor approximate age:** • 5 years

**Typical life expectancy:** • 12 to 15 years

**Failure probability:** • Low

**Condensate system:** • Discharges to exterior

## Limitations

**Heat gain calculations:** • Not done as part of a building inspection

**Heat gain/loss calculations:** • Not done as part of a building inspection

**Not included as part of a building inspection:** • Electronic air cleaners • Cooling system adequacy • Cooling system distribution balance • Window cooling system • Ground source, water source, solar, and renewable energy technology • Heat gain or heat loss calculations



# INSULATION AND VENTILATION

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

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INSULATION

PLUMBING

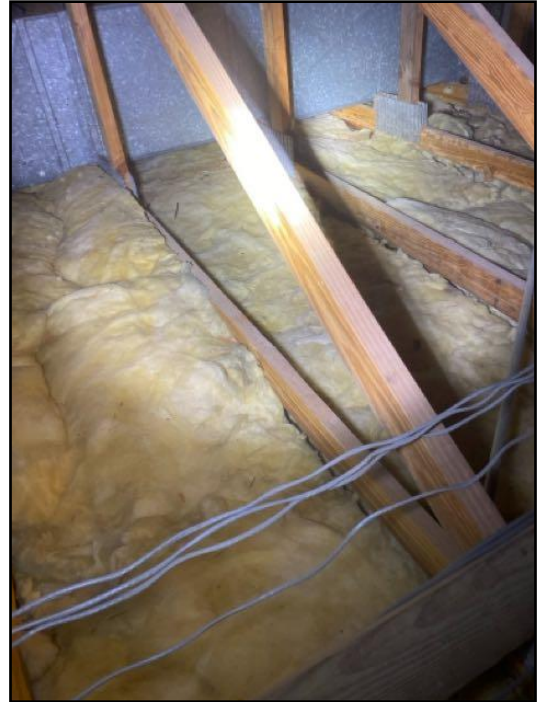
INTERIOR

## Description

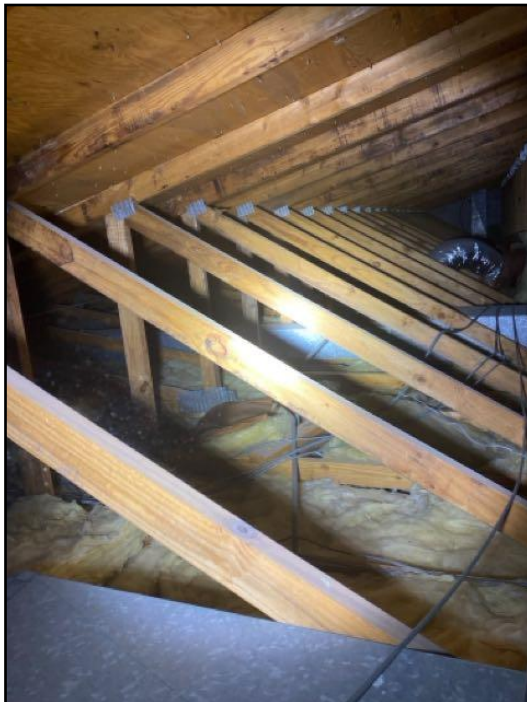
**General:** • Exterior wall insulation is not visible. Attic insulation is fiberglass batts. Attic insulation could be straightened up or some batts added in places to fill voids from being moved around for various reasons over the years.



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# INSULATION AND VENTILATION

315 NW 11th Avenue #2, Chiefland, FL April 16, 2025

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

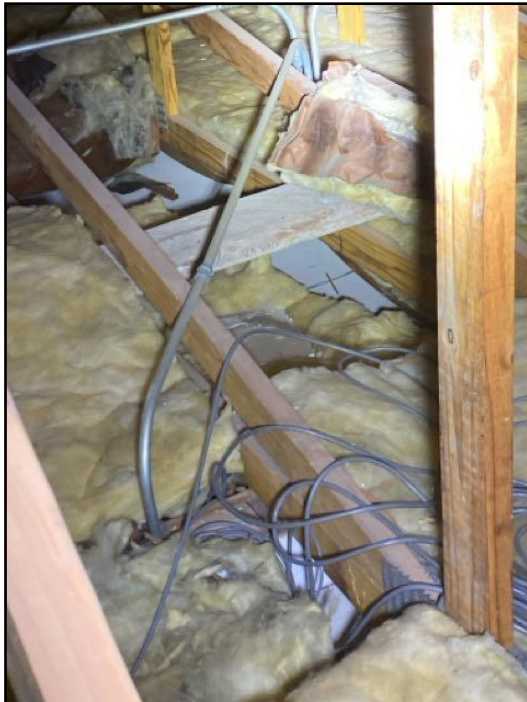
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



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56.

**Attic/roof insulation material:** • Glass fiber

**Attic/roof insulation amount/value:** • R-19

**Attic/roof air/vapor barrier:** • Kraft paper

**Attic/roof ventilation:** • Soffit vent

**Wall insulation material:** • Not determined • Not visible

**Wall insulation amount/value:** • Not determined • Not visible

## Limitations

**Attic inspection performed:**

- From access hatch
- Remove ceiling tiles

**Air/vapor barrier system:** • Continuity not verified

**Mechanical ventilation effectiveness:** • Not verified

**Environmental issues are outside the scope of a home inspection:** • This includes issues such as asbestos.

**Not included as part of a building inspection:** • Insulation cannot be disturbed



## Description

**General:** • Water is supplied by the city utilities. Sanitary waste drains into the city sewer system. Hot water was turned off in the upholstery shop. No leaks were noticed on the upholstery side. Sanitary system was draining properly on the upholstery shop side.



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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

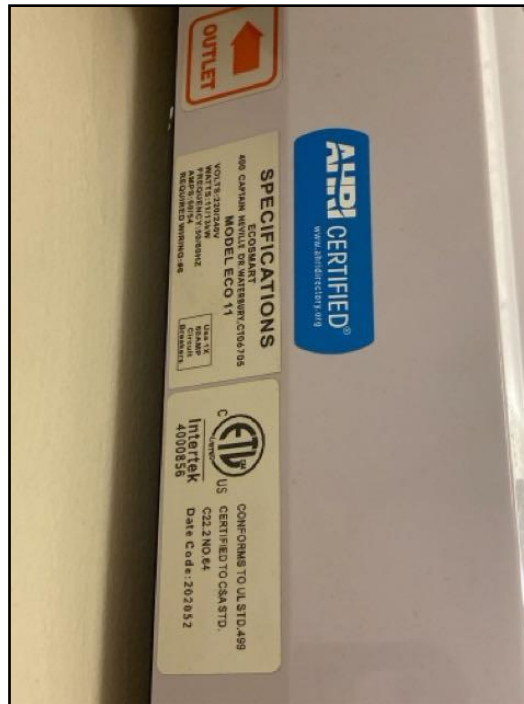
HEATING

COOLING

INSULATION

PLUMBING

INTERIOR



65.

**Water supply source (based on observed evidence):** • Public

**Service piping into building:** • Plastic

**Supply piping in building:** • Copper

**Main water shut off valve at the:** • Meter

**Water flow and pressure:** • Functional

**Water heater type:** • Tankless/On demand

**Water heater location:** • Apartment side

**Water heater fuel/energy source:** • Electric

**Water heater manufacturer:** • EcoSmart.

**Water heater tank capacity:** • On demand.

**Water heater approximate age:** • 3 years

**Waste disposal system:** • Public

**Waste and vent piping in building:** • PVC plastic

ROOFING

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## Limitations

**Items excluded from a building inspection:** • Water quality • Septic system • Isolating/relief valves & main shut-off valve • Concealed plumbing • Tub/sink overflows • Water treatment equipment • Water heater relief valves are not tested • The performance of floor drains or clothes washing machine drains • Pool • Spa • Water features • Landscape irrigation system



# INTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

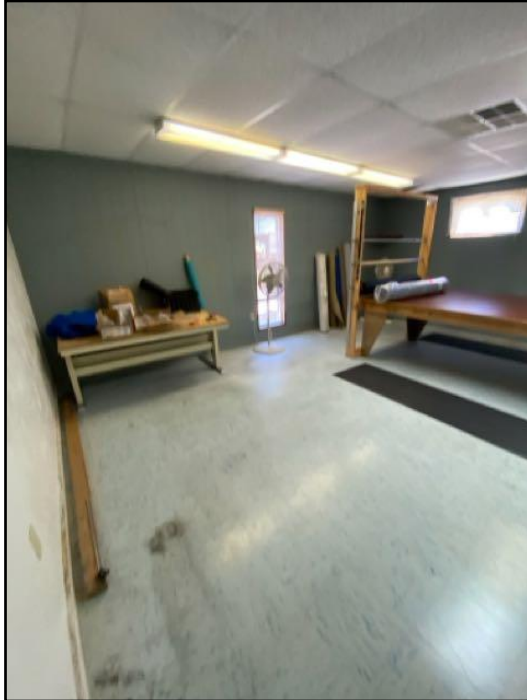
INSULATION

PLUMBING

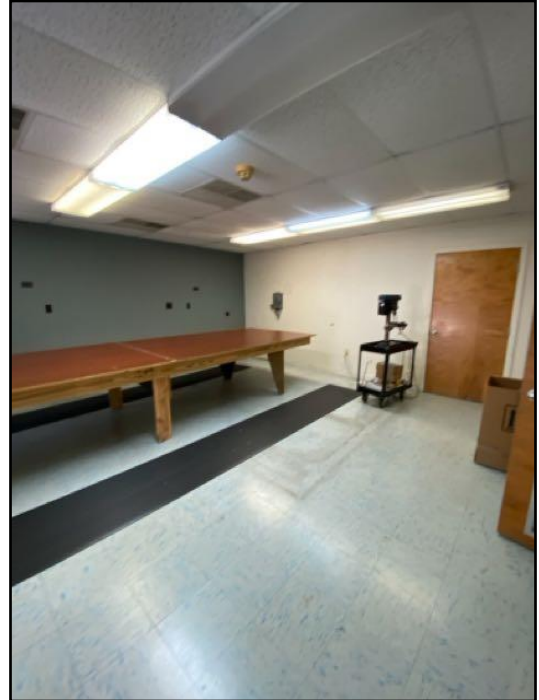
INTERIOR

## Description

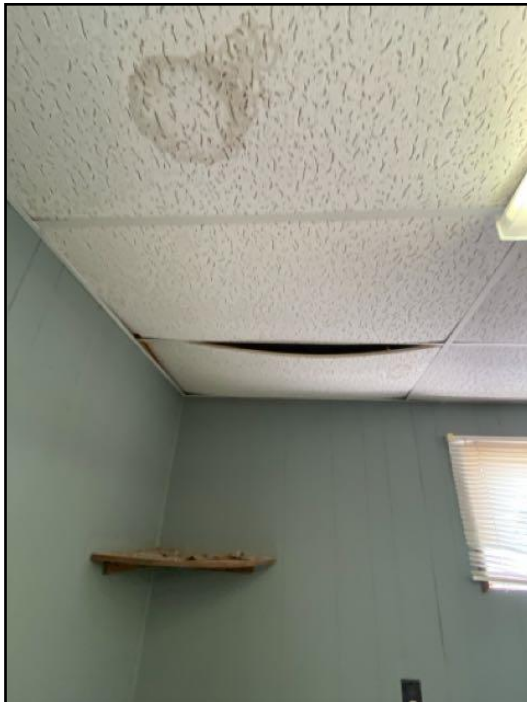
**General:** • Interior floors are carpet and VCT. Interior walls are finished with painted plaster and some paneling. See photos of interior finishes and condition. Most of the ceiling tiles need to be replaced due to sagging over time or stained from roof leaks or other conditions.



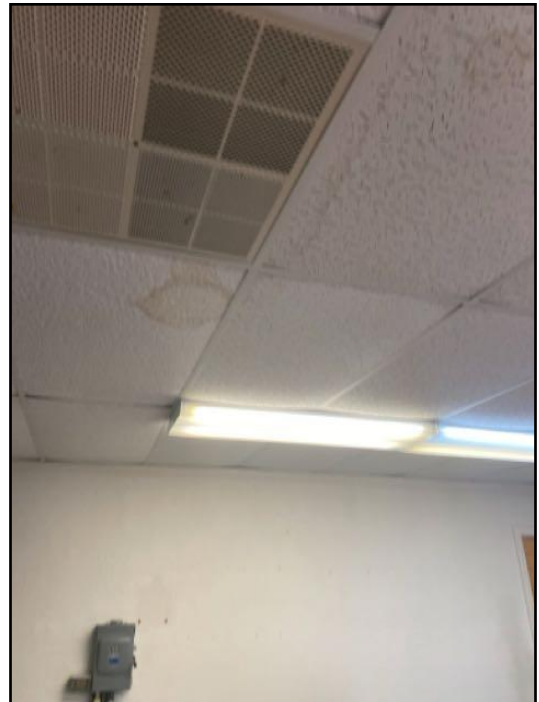
66.



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# INTERIOR

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INTERIOR



70.



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73.

# INTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

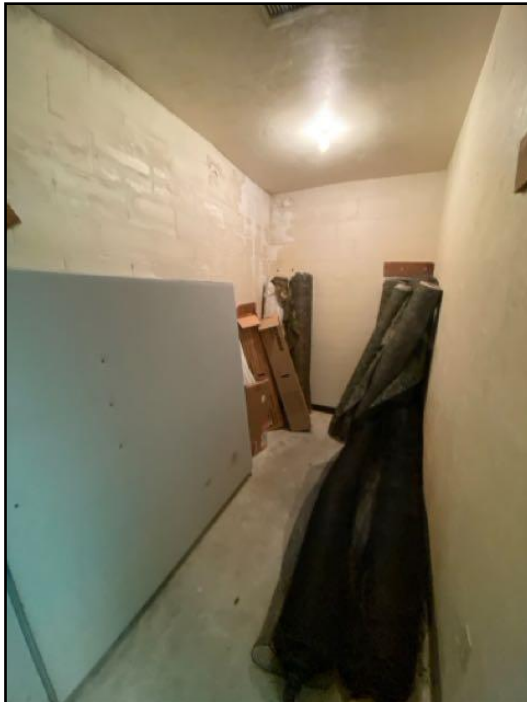
HEATING

COOLING

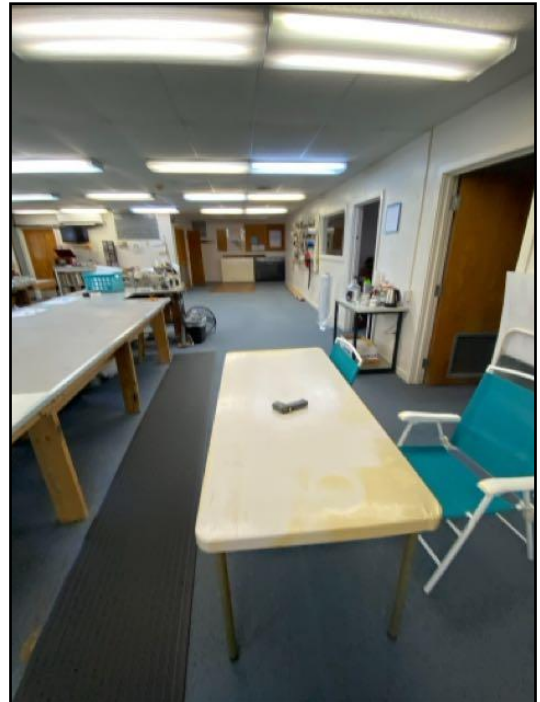
INSULATION

PLUMBING

INTERIOR



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# INTERIOR

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EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

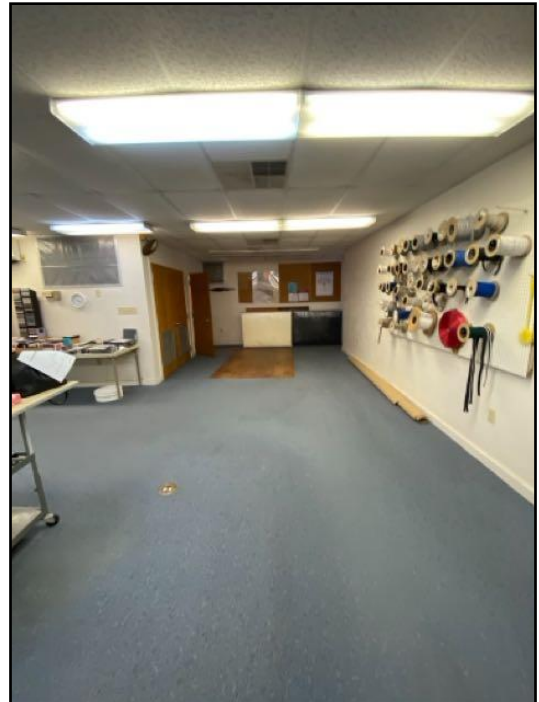
INSULATION

PLUMBING

INTERIOR



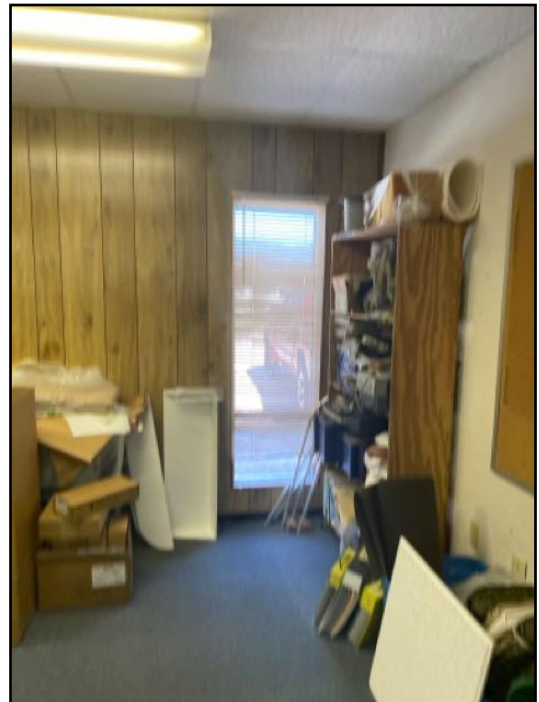
78.



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# INTERIOR

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ROOFING

EXTERIOR

STRUCTURE

ELECTRICAL

HEATING

COOLING

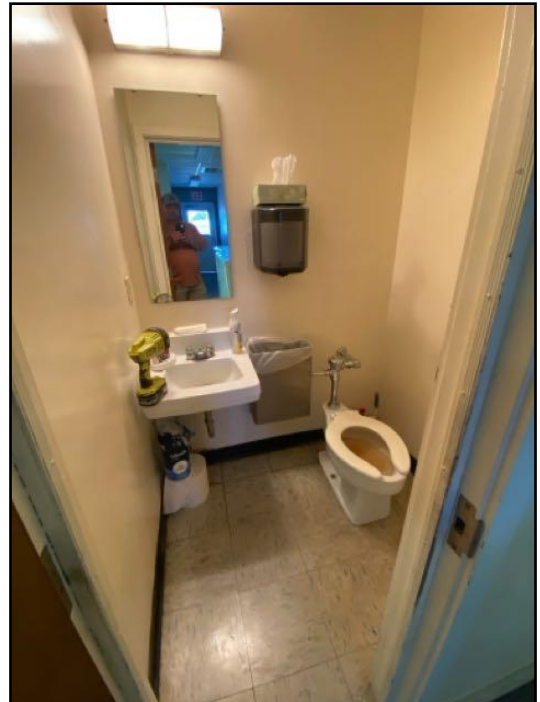
INSULATION

PLUMBING

INTERIOR



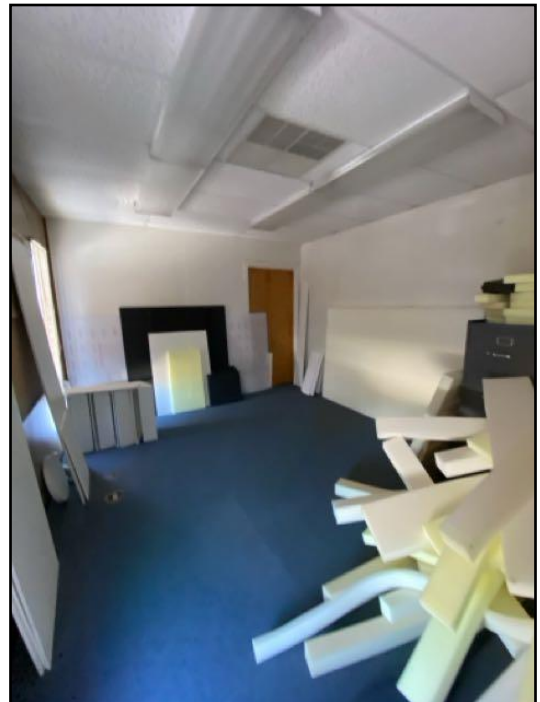
82.



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# INTERIOR

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COOLING

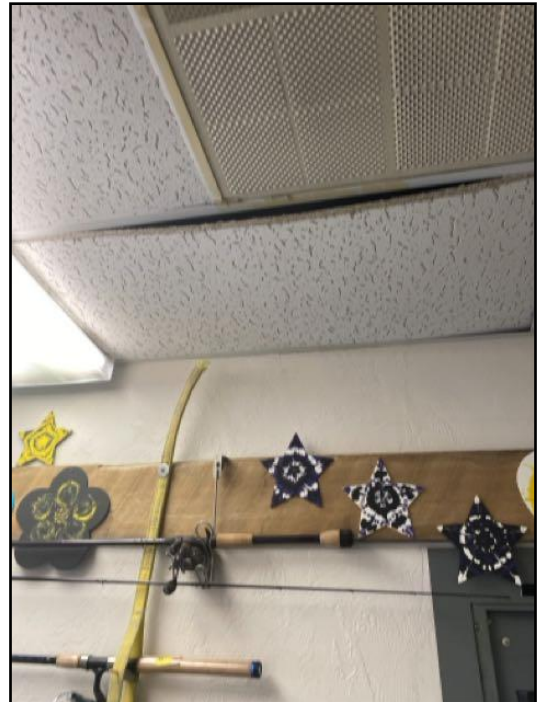
INSULATION

PLUMBING

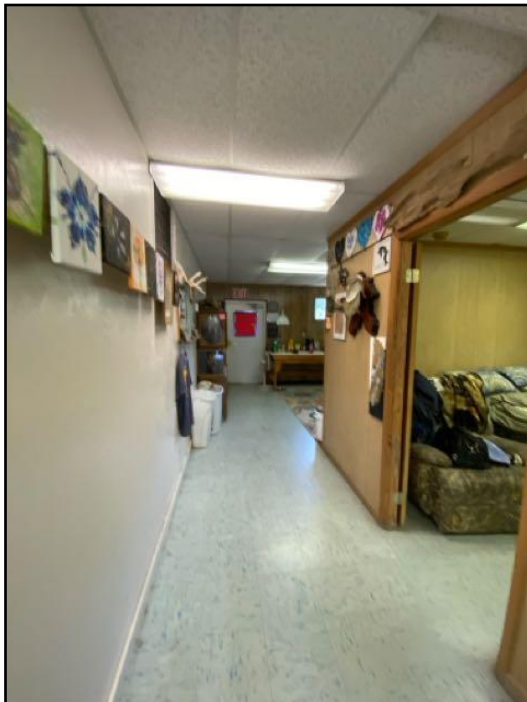
INTERIOR



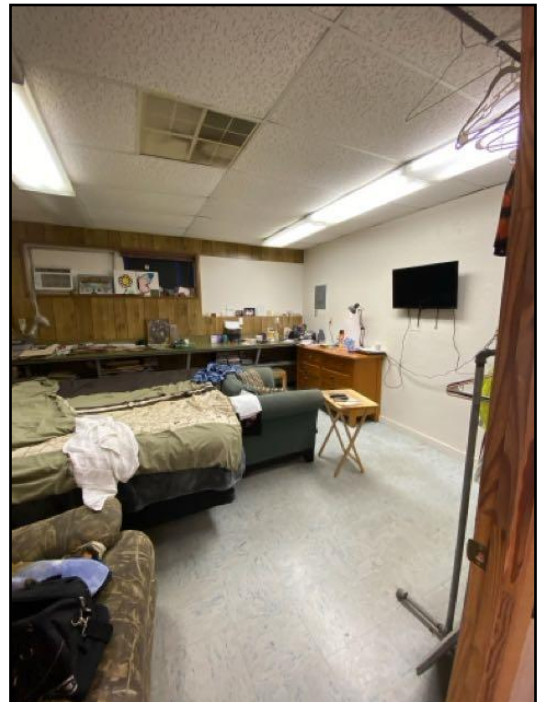
86.



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89.



# INTERIOR

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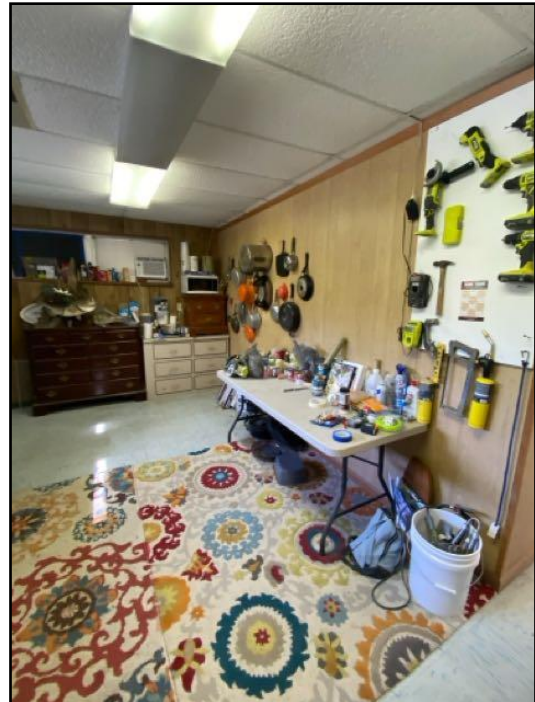
INSULATION

PLUMBING

INTERIOR



90.



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92.

**Major floor finishes:** • Carpet

**Major floor finishes:** • VCT

**Major wall finishes:** • Plaster/drywall • Paneling

## Major ceiling finishes:

- Acoustic tile

Suspended grid ceiling with acoustic tiles

**Windows:** • Aluminum

**Glazing:** • Double

**Exterior doors - type/material:** • Metal

**Bathroom ventilation:** • Exhaust fan

**Inventory Air Conditioner:** • Daikin

**Inventory Heat Pump:** • Daikin

## Limitations

**Not included as part of a building inspection:** • Carbon monoxide alarms (detectors), security systems, central vacuum • Cosmetic issues • Appliances • Perimeter drainage tile around foundation, if any • Decorative items • Aesthetics or quality of finishes • Vermin, including wood destroying organisms. • Underground components (e.g., oil tanks, septic fields, underground drainage systems) • Environmental issues including asbestos • Paint, wallpaper, and other finishes • Floor coverings • Window treatments • Window coatings and seals between panes of glass

**END OF REPORT**



## Commercial Contract

1. PARTIES AND PROPERTY: \_\_\_\_\_ ("Buyer")

agrees to buy and **A & M Manufacturing** \_\_\_\_\_ ("Seller")

agrees to sell the property at:

Street Address: **315 NW 11 Ave**

**Chiefland, FL 32626**

Legal Description: **36-11-14 0005.00 ACRES TRACT IN NW1/4 OF NE1/4 OR BOOK 1534 PAGE 983**

and the following Personal Property: **scales, lifts, air dryer, and air compressor**

(all collectively referred to as the "Property") on the terms and conditions set forth below.

### 2. PURCHASE PRICE:

(a) Deposit held in escrow by: **Springs Title LLC** \$ **50,000.00**  
 ("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: \_\_\_\_\_ Phone: \_\_\_\_\_

(b) Additional deposit to be made to Escrow Agent

☒ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_ days after Effective Date \$ \_\_\_\_\_

(c) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_ days after Effective Date \$ \_\_\_\_\_

(d) Total financing (see Paragraph 5) \$ \_\_\_\_\_

(e) Other \$ \_\_\_\_\_

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid  
 via wire transfer.

\$ **(50,000.00)**

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

**3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** \_\_\_\_\_. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

### 4. CLOSING DATE AND LOCATION:

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

CC-6 Rev. 3/25

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Smith & Associates, Inc United, 934 E. Wade St. Trenton FL 32693

Phone: (352)284-5393

Fax:

A&M Manufacturing

Jennifer Wilkerson

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com



(a) **Closing Date:** This transaction will be closed on on or before 07/07/2025 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Alachua County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

### 5. THIRD PARTY FINANCING:

**BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_ years, with additional terms as follows:

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☒ other general warranty deed, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as \_\_\_\_\_

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within \_\_\_\_\_ days after Effective Date or at least \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

**(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

(i.) ☒ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\_\_\_\_\_, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$\_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☒ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

**(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

**(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

**(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

**(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

**(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

**(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.



(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

## 17. DISCLOSURES:

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** 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.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

## 18. RISK OF LOSS:

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** United Country Smith & Associates Jennifer Wilkerson,  
(Company Name) (Licensee)  
934 E. Wade St., Trenton, FL 32693 (352)284-5393 jennifer@ucsmith.com,  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** \_\_\_\_\_,

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

**22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

**23. ADDITIONAL TERMS:**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

\_\_\_\_\_  
(Signature of Buyer) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Buyer) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Buyer) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Buyer) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Buyer's Address for purpose of notice \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Seller) Date: \_\_\_\_\_

**A & M Manufacturing** \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Seller) Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name of Seller) Tax ID No.: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Seller's Address for purpose of notice: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: **hemkenjohn@gmail.com**

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**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

**3.** The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I – Requirements;
- f. Schedule B, Part II – Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY’S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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**10. ARBITRATION**

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Springs Title, LLC

Issuing Office: 13900 Tech City Drive, Suite 409

Alachua, FL 32615

Issuing Office's ALTA® Registry ID: 1212809

Loan ID Number:

Commitment Number: 25-130

Issuing Office File Number: 25-130

Property Address: 315 Northwest 11th Avenue, Chiefland, FL 32626

Revision Number: 1

**SCHEDULE A**

1. Commitment Date: April 4, 2025 at 05:00 PM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy with Florida Modifications  
Proposed Insured: **TBD TBD**  
Proposed Amount of Insurance: **\$2,000,000.00**  
The estate or interest to be insured: **Fee Simple**
  - (b) 2021 ALTA Loan Policy with Florida Modifications  
Proposed Insured:  
Proposed Amount of Insurance: **\$**  
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
A & M MANUFACTURING, INC., a Florida Profit Corporation and, as disclosed in the Public Records, has been since May 8, 2020.
5. The Land is described as follows:  
Property description set forth in Exhibit A attached hereto and made a part hereof.

**SPRINGS TITLE, LLC**

13900 Tech City Drive, Suite 409, Alachua, FL 32615

Telephone: (352) 565-7800

Countersigned by:

Crystal L. Curran, License #W244633

Springs Title, LLC, License #W731682

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE  
ASSISTANCE IS 1-800-669-7450

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized Warranty Deed from A & M MANUFACTURING, INC., a Florida Profit Corporation to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below, together with evidence satisfactory to the Company of the corporation's good standing under the laws of its domicile state.

NOTE: If the current transaction involves: A. the disposition of substantially all of a corporation's property or assets; B. the conveyance of corporate property to an officer, director or agent who is also a signatory; C. conveyance of property for minimum consideration; or D. the execution of documents incident to the transaction by a person other than the president, chief executive officer, or a vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained. If the transaction involves the sale of substantially all of the assets of the corporation, in addition to a recordable resolution, satisfactory proof that shareholder approval was obtained in accordance with Sec. 607.1202 F.S. must be placed of record. This proof must be approved by the underwriting department.

5. Proof of payment of any outstanding assessments in favor of Levy County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Levy County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record in the Public Records a release or satisfaction of the Mortgage in favor of Florida Capital Bank, N.A. in the original principal amount of \$690,000.00, recorded May 8, 2020 in Official Records Book 1535, Page 1.

NOTE: THIS MORTGAGE APPEARS TO BE AN EQUITY LINE MORTGAGE. A FULL SATISFACTION OF SAME MUST BE OBTAINED AND ALL CREDIT CARDS AND/OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE LENDER TOGETHER WITH A 'CANCELLATION OF EQUITY LINE AFFIDAVIT' FROM THE MORTGAGOR INSTRUCTING THE LENDER TO CLOSE THE ACCOUNT.

8. Release of that certain Assignment of Rents from Florida Capital Bank, N.A. to A & M Manufacturing, Inc., a Florida corporation in Official Records Book 1535, page 23, of the Public Records of Levy County, Florida.
9. Record in the Public Records a release or satisfaction of the Mortgage in favor of U.S. Small Business Administration, an agency of the Government of the United States of America in the original principal amount of \$1,584,700.00, dated October 11, 2021 and recorded in Official Records Book 1617, Page 122.

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10. Record in the Public Records a release or satisfaction of the Mortgage in favor of Florida Department of Economic Opportunity in the original principal amount of \$1,200,000.00, dated June 13, 2023 and recorded in Official Records Book 1692, Page 718.
11. Release of that certain Assignment of Rents from Florida Department of Economic Opportunity to A & M Manufacturing, Inc., a Florida Corporation in Official Records Book 1692, page 730, of the Public Records of Levy County, Florida.
12. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2024 in the gross amount of \$17,097.02 under Tax Folio Number: 00800-001-00.
13. NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.
14. The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.  
The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 1534, Page 983
15. NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the Act), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with foreign countries of concern, specifically the Peoples Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.
16. NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses addresses, as well as their names, should appear below their signatures. A business address may be used.

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**SCHEDULE B, PART II – Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

7. NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

8. NOTE: All recording references in this form shall refer to the public records of Levy County, Florida, unless otherwise noted.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Levy, State of Florida and is described as follows:

Commence at the NW corner of the NE 1/4 of Section 36, Township 11 South, Range 14 East, thence run North 89 deg 37 min 30 sec East 60.00 feet, thence run South 00 deg 25 min 24 sec East 50 feet to the Point of Beginning, thence run North 89 deg 37 min 30 sec East 492.72 feet along the South right-of-way line of a paved road, thence run South 00 deg 24 min 50 sec East 512.70 feet, thence run North 89 deg 48 min 10 sec West 492.66 feet, thence run North 00 deg 25 min 24 sec West 507.97 feet to the Point of Beginning, all lying and being in Section 36, Township 11 South, Range 14 East, Levy County, Florida.

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Rec. 10.00  
Doc. 4550.00  
\$4,560.00

Prepared by and return to:  
Norm D. Fugate, P.A.  
P. O. Box 98  
Williston, FL 32696  
352-528-0019  
File Number: 2963-012

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 7<sup>th</sup> day of May, 2020 between Central Florida Electric Cooperative, Inc., a Florida corporation whose post office address is P.O. Box 9, Chiefland, FL 32644, grantor, and A & M Manufacturing, Inc., a Florida corporation whose post office address is 1404 NW 15th Ave., Chiefland, FL 32626, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Levy County, Florida to-wit:

Commence at the NW corner of the NE ¼ of Section 36, Township 11 South, Range 14 East, thence run North 89 deg 37 min 30 sec East 60.00 feet, thence run South 00 deg 25 min 24 sec East 50 feet to the Point of Beginning, thence run North 89 deg 37 min 30 sec East 492.72 feet along the South right-of-way line of a paved road, thence run South 00 deg 24 min 50 sec East 512.70 feet, thence run North 89 deg 48 min 10 sec West 492.66 feet, thence run North 00 deg 25 min 24 sec West 507.97 feet to the Point of Beginning, all lying and being in Section 36, Township 11 South, Range 14 East, Levy County, Florida.

Parcel Identification Number: 00800-001-00

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: NORM D. BLAKE FUGATE  
Witness Name: JOHN R. COLVIN

Central Florida Electric Cooperative

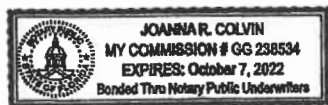
By: Alan Mikell  
Alan Mikell, President

(Corporate Seal)

State of Florida  
County of Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of May, 2020 by Alan Mikell, President of Central Florida Electric Cooperative, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_