



**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 – RTE 1 LLC, Richard Allen and TJ Osterman

AUCTION LOCATION – Online at www.UCSmithAuctions.HiBid.com

AUCTION DATE – Thursday, July 31st at 3 PM

*** Bids at 3 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) Offering #1: +/- 19.24-acre portion of Parcel ID 16-08-16-0000-0001-0080; Survey completed, see page 10-11.

Address: TBD NE 30th St., High Springs, FL 32643

2) Offering #2: +/- 11.50-acre portion of Parcel ID 16-08-16-0000-0001-0080; Survey completed, see page 10-11.

Address: TBD NE 56th Ave., High Springs, FL 32643

3) Offering #3: +/- 11.50-acre portion of Parcel ID 16-08-16-0000-0001-0080; Survey completed, see page 10-11.

Address: TBD NE 58th Ter., High Springs, FL 32643

4) Offering #4: +/- 19.22-acre portion of Parcel ID 16-08-16-0000-0001-0080; Survey completed, see page 10-11.

Address: TBD NE 30th St., High Springs, FL 32643

- Online Bidding Open NOW
- Online Bidding Closes on Thursday, July 31st at 3 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**. 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 Real Estate Broker Brad Smith at (352) 221-5257.
- 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 **\$5,000 PER OFFERING** non-refundable deposit / down payment will be wire transferred or hand delivered in the form of certified funds to Southeast Professional Title 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.

Southeast Professional Title– 767 Stirling Center Place, Unit 1409, Lake Mary, FL 32746

- 9) **Closing:** Closing shall be on or before **Tuesday, September 2nd, 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.

- 17) **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.
- 18) **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).
- 19) **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. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **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. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. 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

Individual State License #'s

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

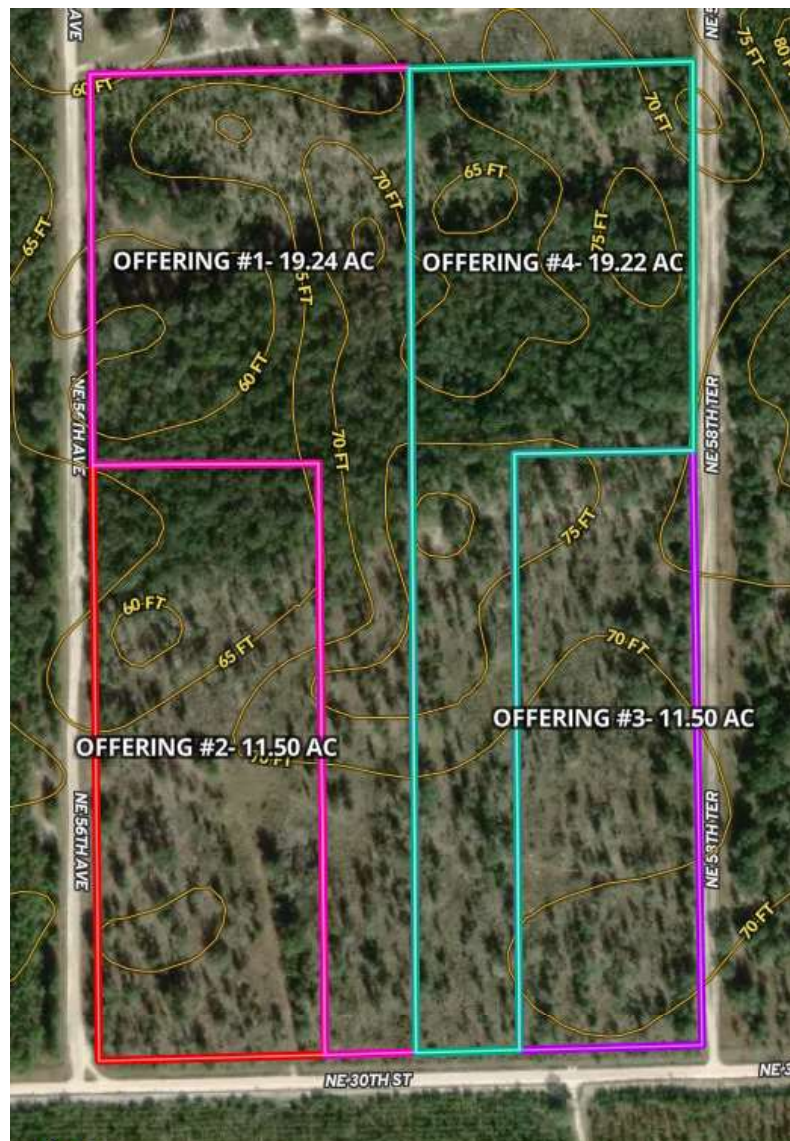
Florida Real Estate Firm License #	BO2007205
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Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour

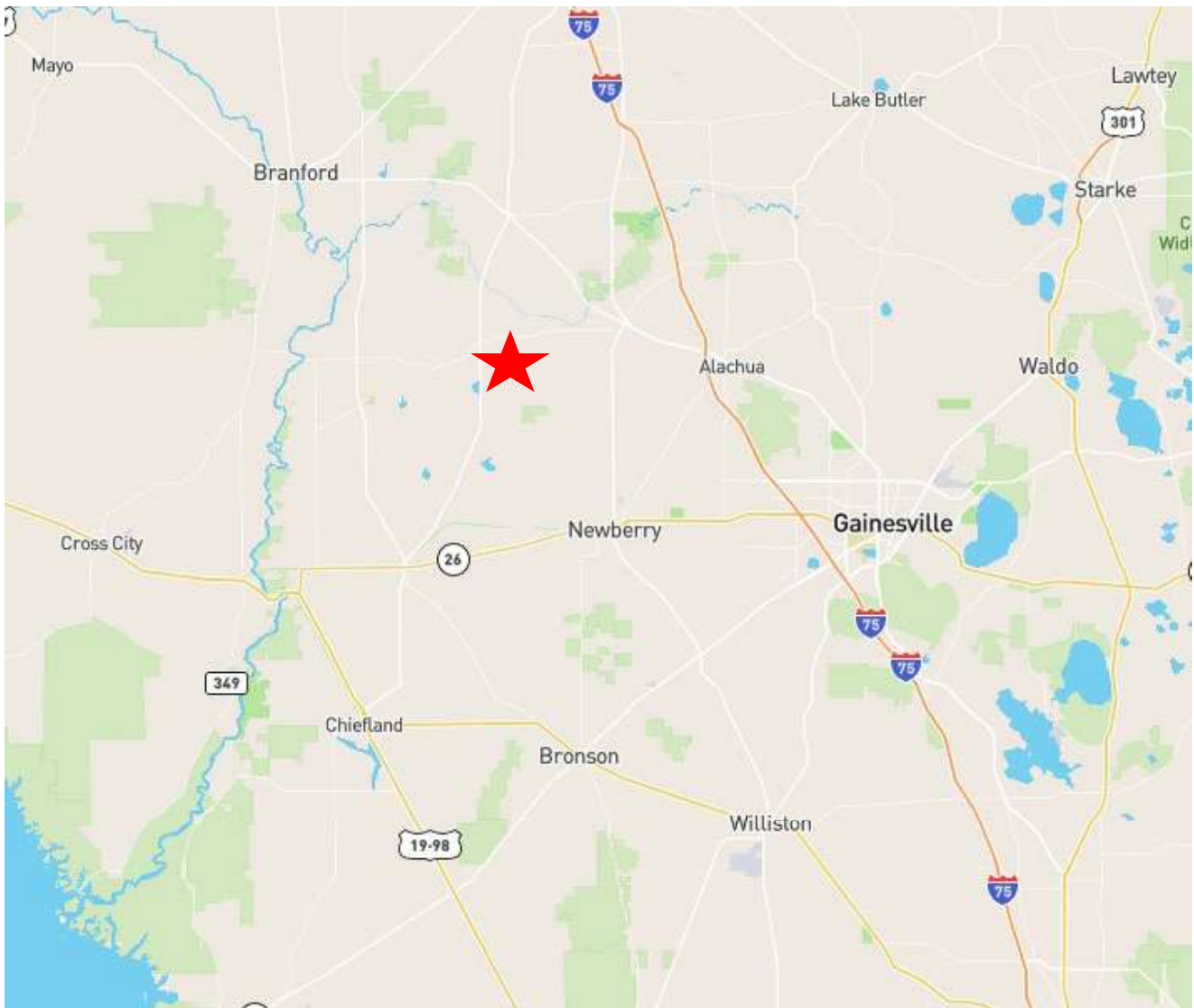


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Location

TBD NE 30th St.,
High Springs, FL 32643





NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

July 8, 2025

Sent by electronic mail to parrishsurveyor@gmail.com

Thomas R. Bon, PSM
Parrish Land Surveying, LLC
305 S. Main Street
Trenton, FL 32693

Re: Minor Subdivision Application # 2025-01
Hillcrest Heights – Board of County Commissioners Action

Dear Mr. Bon,

On July 7, 2025, the Gilchrist County Board of County Commissioners, serving as the Planning Commission and the Board of County Commissioners, approved your application for a Minor Subdivision submitted on behalf of RTE 1, LLC. The application subdivides a ±61.45-acre subject property into a total of four (4) lots and consists of Tax Parcel Number 16-08-16-0000-0001-0080.

Please note that, in accordance with Section 10.07.08(d) of the Gilchrist County Land Development Code, upon approval of and execution of a final plat, and within 60 days of the approval of the plat, the subdivider must take one signed original and one signed copy of the approved final plat to the Clerk of the Circuit Court for recording. The subdivider is responsible for paying all recording costs. Failure of the subdivider to meet the 60-day requirement shall have the effect of cancelling the Board of County Commissioners' approval of the final plat.

If you have any questions regarding this approval, please feel free to contact me at 352-316-7798 or jtabor@nfps.net.

SINCERELY,

Justin Tabor, AICP
Digitally signed by Justin Tabor,
AICP
DN: C=US, E=jtabor@nfps.net,
O=North Florida Professional
Services, CN=Justin Tabor,
AICP
Date: 2025.07.08 17:27:25-04'00'

JUSTIN TABOR, AICP

SENIOR PLANNER

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

POST OFFICE BOX 3823, LAKE CITY, FL 32056

[1450 SW SR 47, LAKE CITY, FL 32025](http://1450SWSR47.LAKECITY.FL32025)

386-752-4675 OFFICE

Attachments

Cc: Bobby Crosby, County Administrator
David M. Lang, Jr., County Attorney

Gilchrist County, FL

Parcel Summary

Parcel ID	16-08-16-0000-0001-0080
Location	CO GRADE
Address	HIGH SPRINGS 32643
Brief Tax Description	PARCEL 8 CONT 61.46 AC DESC IN MTS & BDS DESC AS COM AT SE/C OF SEC GO W 665.47 FT GO N 40 FT TO POB ON N LN DIXIE HWY GO W 1323.94 FT GO N 2023. 72 FT GO E 1323.90 FT GO S 2021.47 FT TO POB 175/381 UTIL EASEMENT 185/674 210/199 237/ 426 202421006420 (Note: Not to be used on legal documents.)
Property Use Code	TIMBERLAND 70-79 (5600)
Sec/Twp/Rng	16-8-16
Tax District	Gilchrist County (4)
Millage Rate	15.2073
Acreage	61.46
Homestead	N

[View Map](#)

Owner Information

Primary Owner
RTE 1 LLC
300 S ORANGE AVENUE SUITE 1000
ORLANDO, FL 32801

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
005700 - TBR4 60-69	40	AC	0	0
005600 - TBR3 70-79	21.46	AC	0	0
009924 - MKT AG 50-64.99AC	61.46	AC	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	12/17/2024	\$500,000	WD	L	202421006420	Qualified	QUAL/DEED EXAMINATION	Vacant	WIENER DAVID A WAKEFIELD DONNA V	RTE 1 LLC
N	3/11/1996	\$92,000	WD	0237/0426		Qualified	N/A	Vacant	STEVEN MARTIN MCLEOD	DAVID A WIENER & DONNA V WAKEFIELD
N	3/3/1994	\$0	CT	0210/0199		Unqualified	N/A	Vacant	JACKIE BARRON CLERK	STEVEN MARTIN MCLEOD
N	4/8/1991	\$70,700	WD	0175/0381		Qualified	N/A	Vacant	MCLEOD STEVEN MARTIN	DOUGHERTY STEVEN

Property Tax Information

[Tax Collector's Website](#)

Valuation

	2024 Certified	2023 Certified	2022 Certified	2021 Certified	2020 Certified
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$14,165	\$12,414	\$12,507	\$11,814	\$11,921
Land Agricultural Value	\$14,165	\$12,414	\$12,507	\$11,814	\$11,921
Agricultural (Market) Value	\$368,760	\$307,300	\$184,380	\$184,380	\$184,380
Just (Market) Value	\$368,760	\$307,300	\$184,380	\$184,380	\$184,380
Assessed Value	\$14,165	\$12,414	\$12,507	\$11,814	\$11,921
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$14,165	\$12,414	\$12,507	\$11,814	\$11,921
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Building Information, Extra Features, Photos, Sketches.

Vacant Land Contract

1. Sale and Purchase ("Contract"): RTE 1 LLC, Richard Allen; TJ Osterman

("Seller") and
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as: **See Additional Terms**

Address: **Lot 1, 2, 3 & 4 NE 30th Ave, High Springs, FL 32643**

Legal Description: **Parcel ID 16-08-16-0000-0001-0080**

SEC ___/TWP ___/RNG ___ of **Gilchrist** County, Florida. Real Property ID No.:
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: **Southeast Professional Title**

Escrow Agent's Contact Person: **Debbie Ogden**

Escrow Agent's Address: **767 Stirling Center Place, Unit 1409, Lake Mary, FL 32746**

Escrow Agent's Phone: **(407)539-0781 ext 104**

Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date \$ **5,000.00**

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before **July 31, 2025**, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after 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.

4. Closing Date: This transaction will close on **September 2, 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. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14xxxx Rev 3/25

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, 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.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(**Check one**)

- (1) ☒ 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 the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ 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 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 (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after 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:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

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

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, 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, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** 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 as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 165 * (2) ☒ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes,
166 including being satisfied that either public sewerage and water are available to the Property or the
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169 concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract
170 is not contingent on **Buyer** conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
178 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
179 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183 Department of Environmental Protection, including whether there are significant erosion conditions associated
184 with the shore line of the Property being purchased.
- 185 * ☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
187 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
188 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to
189 **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the
191 costs indicated below.

192 (a) **Seller Costs:**

193 Taxes on deed
194 Recording fees for documents needed to cure title
195 Title evidence (if applicable under Paragraph 8)
196 Estoppel Fee(s)
197 * Other: _____

198 (b) **Buyer Costs:**

199 Taxes and recording fees on notes and mortgages
200 Recording fees on the deed and financing statements
201 Loan expenses
202 Title evidence (if applicable under Paragraph 8)
203 Lender's title policy at the simultaneous issue rate
204 Inspections
205 Survey
206 Insurance
207 * Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215 resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in
216 * installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
217 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

- 11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**
- 12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.
- 14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**
- 15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, 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. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

- 273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.
- 275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.
- 279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.
- 285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.
- 317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

*

327*		
328	Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.
329*	katie@ucsmith.com	
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*		
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*	United Country Smith & Associates	
336	Listing Brokerage	Buyer's Brokerage
337	934 East Wade Steet	
338	Trenton, FL 32693	
339*	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract

341 **(Check if applicable):**

342* ☐ A. Back-up Contract

343* ☐ B. Kick Out Clause

344* ☐ C. HOA Addendum

345* ☐ D. Other _____

346

347* **23. Additional Terms:** _____

348 _____

349 _____

350 _____

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363 **COUNTER-OFFER/REJECTION**

364* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and

365 deliver a copy of the acceptance to Seller).

366* ☐ Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.]**

368 **This Contract continues with Line 369 on Page 8 of 8.]**

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

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.

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: **RTE 1 LLC**

Seller: _____ Date: _____

Print name: **Richard Allen; TJ Osterman**

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: **rallen070909@gmail.com**

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