



**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** – Barbara Sofge

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

**AUCTION DATE** – Monday, June 29<sup>th</sup>, 2026 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:**

*Parcel ID: 30-13-12-3596-0002-0050; +/- 0.24 acres and improvements*

**Address: 86 SE 218<sup>th</sup> St., Suwannee, FL 32692**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Monday, June 29<sup>th</sup>, 2026 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 **Katie Belasky at (352) 463-7770 or by email at [katie@ucsmith.com](mailto:katie@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 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to **Gilchrist Title Services Inc** 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.

**Gilchrist Title Services Inc; 302 N Main St, Trenton, FL 32693; (352) 463-6403**

- 9) **Closing:** Closing shall be on or before **Thursday, August 13<sup>th</sup>, 2026**. 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 – Smith & Associates, 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.
- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Florida Statutes § 672.328: Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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](mailto: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  
(352) 221-5257  
[bradsmith@ucsmith.com](mailto:bradsmith@ucsmith.com)

**Individual State License #'s**

Florida Real Estate Broker License # BK550985

**Firm State License #'s**

Florida Real Estate Firm License # BO2007205

# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***



# FEMA Map

**Auction Services**





# Neighborhood

86 SE 218th St,  
Suwannee, FL 32693





# Location

86 SE 218th St,  
Suwannee, FL 32693



# Dixie County, FL

## Summary

**Parcel ID** 30-13-12-3596-0002-0050  
**Account Number** 12243  
**Property Address** 86 SE 218 ST  
**Sec/Twp/Rng** 30-13-12  
**Legal Description** 30 13 12 LOTS 5 & 6 SUWANNEE RIVER PARK S/D UNIT 2 OR BK 83 PG 327 OR BK 125 PG 350 (BP # 93-869) ORB 483 P 737  
(Note: Not to be used on legal documents)  
**Acres** 0.240  
**Land Use** SIN RES  
**Millage Group** UNINCORPORATED (01)  
**Millage Rate** 19.3786  
**Neighborhood Code** (3596)  
**Homestead** N

## Owners

**Owner**  
 Sofge Roger E  
 Sofge Barbara Story  
 2823 Kings Hill Mill Dr  
 Mobile, AL 36693

## Valuation

	2025	2024	2023	2022
+ Land Value Market Value	\$140,300	\$140,300	\$140,300	\$112,500
+ Building Value	\$61,900	\$67,300	\$59,800	\$54,900
+ Yard Items	\$9,100	\$9,100	\$9,100	\$9,100
+ Agricultural Credit	\$0	\$0	\$0	\$0
<b>= Total Just or Market Value</b>	<b>\$211,300</b>	<b>\$216,700</b>	<b>\$209,200</b>	<b>\$176,500</b>
<b>= Classified Use or Assessed Value</b>	<b>\$211,300</b>	<b>\$216,700</b>	<b>\$209,200</b>	<b>\$176,500</b>
Capped Differential	\$0	\$0	\$0	\$0
<b>= Taxable Total Value Before Exemptions</b>	<b>\$211,300</b>	<b>\$202,844</b>	<b>\$184,404</b>	<b>\$167,640</b>
- School Exemptions	\$0	\$0	\$0	\$0
<b>= School Taxable Value</b>	<b>\$211,300</b>	<b>\$216,700</b>	<b>\$209,200</b>	<b>\$176,500</b>
- Additional Non School Exemptions	\$0	\$0	\$0	\$0
<b>= Total Non School Taxable Value</b>	<b>\$211,300</b>	<b>\$202,844</b>	<b>\$184,404</b>	<b>\$167,640</b>

## Land

Land Use	Number of Units	Unit Type
SIN RES (0100)	100.00	FRONT FEET

## Buildings

<b>Card</b>	1	<b>Wood Stove Flues</b>	0
<b>Building Type</b>	SINGLE FAMILY	<b>Solar Hot Water</b>	No
<b>Year Built</b>	1965	<b>Central Vacuum</b>	No
<b>Effective Year Built</b>	1980	<b>Percent Common Wall</b>	0
<b>Story Height</b>	1	<b>Percent Sprinkled</b>	0
<b>Finished Area</b>	1056	<b>Heat Type</b>	FORCED AIR DUCTED
<b>Total Area</b>	2816	<b>Heat Fuel</b>	ELECTRIC
<b>Foundation</b>	PIERS	<b>Heating Systems</b>	1
<b>Frame</b>	WOOD FRAME D	<b>Percent Heated</b>	100
<b>Roof Structure</b>	GABLE OR HIP	<b>Percent Air Conditioned</b>	100
<b>Roof Material</b>	GALV SH MTL	<b>Electric</b>	
<b>Primary Exterior Wall</b>	PLYWOOD T-111/X 90	<b>Insulation</b>	
<b>Second Exterior Wall</b>		<b>Fireplaces</b>	0
<b>Primary Interior Wall</b>	DRYWALL	<b>Full Bath</b>	1
<b>Second Interior Wall</b>		<b>Add Bath</b>	0
<b>Primary Floor Cover</b>	CARPET	<b>Three Qtr Bath</b>	0
<b>Second Floor Cover</b>	VINYL TILE/ROLL	<b>Add Three Qtr Bath</b>	0
<b>Bsmnt Floor</b>		<b>Half Bath</b>	0
<b># Basement Garages</b>	0	<b>Add Half Bath</b>	0
		<b>Other Fixtures</b>	0

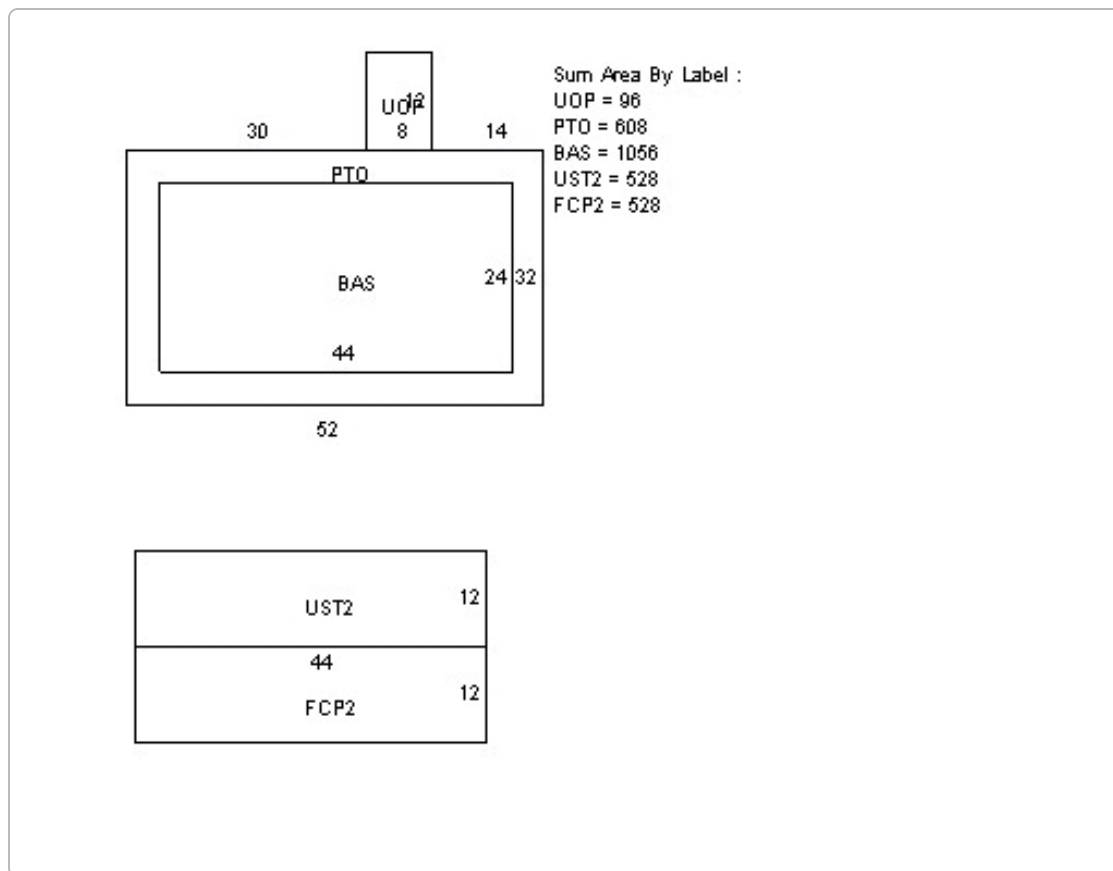
**Yard Items**

Card	Type	Quantity	Units	Year Built
1	(SEAW)	1	100	1977
1	(GRN)	1	1	1965
1	(BOAT)	1	24X24	1980
1	(86)	1	12X24	1980
1	(DU3)	1	16X24	1980
1	(LEAN)	1	12X18	1980
1	(WALK)	1	4X74	1980
1	(DRIV)	1	12X40	1999

**Sales**

Sale Date	Sale Price	Legal Reference	Grantor	Deed Type	N.A.L. Code
9/30/2015	\$100.00	483-737	SOFGE,ROGER E	QUIT CLAIM (QC)	11
6/1/1988	\$65,000.00	125/350	UNKNOWN	WARRANTY (WD)	11
6/1/1982	\$34,000.00	83/327	UNKNOWN	WARRANTY (WD)	11

**Sketch**



**Tax Information**

**Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions.**

No data available for the following modules: Condos, Permits.

Dixie 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. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 5/6/2026, 8:34:08 PM

Contact Us



Inst:201515010562 Date:9/30/2015 Time:12:36 PM  
Doc Stamp-Deed 0.70  
OK DC, Dana D. Johnson, Dixie County B:483 P:737

Recording requested by: _____	Space above reserved for use by Recorder's Office
When recorded, mail to:	Document prepared by:
Name: <u>Roger E. Sofge</u>	Name _____
Address: <u>7017 Sherri Ct.</u>	Address _____
City/State/Zip: <u>McDonough, GA 30252</u>	City/State/Zip _____
Property Tax Parcel/Account Number: _____	

## Quitclaim Deed

This Quitclaim Deed is made on September 30, 2015, between  
Roger E. Sofge, Grantor, of 86 SE 218 Street  
 \_\_\_\_\_, City of Suwannee, State of Florida,  
 and Roger E. Sofge & Barbara Story Sofge, Grantee, of 86 SE 218 Street  
 (husband & wife), City of Suwannee, State of Florida.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at Dixie County  
 \_\_\_\_\_, City of Suwannee, State of Florida:

Lot five (5) and Lot (6) of Suwannee River Park, Unit No. 2, a subdivision as per plat thereof recorded in Plat Book 1, page 46, of the public records of Dixie County, Florida.

SUBJECT TO all valid easements, restrictions and reservations of record.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of \_\_\_\_\_ shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: 9-30-15

[Signature]  
Signature of Grantor

Roger E. Sofge  
Name of Grantor

[Signature]  
Signature of Witness #1

Brittany Fowler  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Patricia A. Condit  
Printed Name of Witness #2

State of Florida County of Dixie

On September 30, 2015, the Grantor, Roger E. Sofge,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence. Produced FL-01

[Signature]  
Notary Signature



Dana B. Johnson  
Expires Jan. 2, 2017  
Clerk of the Circuit Court  
DIXIE COUNTY, FL 32628

Notary Public,

In and for the County of Dixie State of Florida

My commission expires: January 2, 2017 Seal

Send all tax statements to Grantee.



AS IS Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1\* PARTIES: Barbara Sofge (Seller),
2\* and (Buyer),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

- 6 1. PROPERTY DESCRIPTION:
7\* (a) Street address, city, zip: 86 SE 218th St Suwannee 32692
8\* (b) Located in: Dixie County, Florida. Property Tax ID #: 30-13-12-3596-0002-0050
9\* (c) Real Property: The legal description is

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").

21\* Other Personal Property items included in this purchase are:

22
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

24\* (e) The following items are excluded from the purchase:

25

PURCHASE PRICE AND CLOSING

26
27\* 2. PURCHASE PRICE (U.S. currency): \$

28\* (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 5,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below
30\* (CHECK ONE): (i) [ ] accompanies offer or (ii) [ ] is to be made within (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.

33\* Escrow Agent Name: GILCHRIST TITLE SERVICE
34\* Address: 302 N Main St, Trenton, FL 32693 Phone: (352)463-6403
35\* Email: Fax:

36\* (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
37\* days after Effective Date \$

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

40\* (d) Other: \$

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42\* transfer or other Collected funds (See STANDARD S) \$

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45\* this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

53 \* this Contract, the Closing shall occur on August 13, 2026 ("Closing Date"), at the time  
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 \* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84 \* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88 \*  (a) This is a cash transaction with no financing contingency.  
89 \*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan  
90 \* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91 \* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92 \* adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93 \* blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 \* years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 \* of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 \* for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 \* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 \* and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 \* Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
100 \* Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 \* unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 \* be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
104 \* but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
105 \* and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
107 \* mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 \* of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

**CLOSING COSTS, FEES AND CHARGES**

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

**(a) COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

**(b) COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

165 means a search of records necessary for the owner's policy of title insurance to be issued without exception for  
166 unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body,  
167 authority or agency.

168 "Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party  
169 shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each  
170 party may select.

171 (CHECK ONE):

172 \*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums  
173 for any lender's title policy and endorsements; or

174 \*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any  
175 lender's title policy and endorsements; or

176 \*  (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Buyer shall designate Closing Agent and pay for  
177 premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation.  
178 Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title  
179 \* insurance underwriter, not to exceed \$\_\_\_\_\_ (if left blank, then \$200.00); (B) tax search; and (C)  
180 municipal lien search.

181 (d) SURVEY: At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property  
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 \* (e) HOME WARRANTY: At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
185 \* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
193 be paid in installments (CHECK ONE):

194 \*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
195 Installments prepaid or due for the year of Closing shall be prorated.

196 \*  (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body  
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be  
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to  
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 DISCLOSURES

204 10. DISCLOSURES:

205 (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
208 radon and radon testing may be obtained from your county health department.

209 (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
210 does not know of any improvements made to the Property which were made without required permits or made  
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,  
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then  
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,  
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or  
215 unpermitted improvements.

216 (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood  
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

- 221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
- 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
- 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
- 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
- 225\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after
- 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
- 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
- 228 designation of Property.
- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
- 230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
- 232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
- 234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
- 235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
- 237 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**
- 238 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
- 239 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
- 240 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**
- 241 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
- 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
- 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
- 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
- 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
- 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
- 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
- 249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
- 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
- 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
- 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
- 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
- 255 building, environmental or safety code violation.

**PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the

258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS

259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, then 15)

262 **days after Effective Date ("Inspection Period") within which to have such inspections of the Property**

263 **performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole**

264 **discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering**

265 **written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely**

266 **terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall**

267 **be released of all further obligations under this Contract; however, Buyer shall be responsible for**

268 **prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting**

269 **from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the**

270 **preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to**

271 **terminate granted herein, Buyer accepts the physical condition of the Property and any violation of**

272 **governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to**

273 **Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all**

274 **repairs and improvements required by Buyer's lender.**

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer’s representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer’s inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller’s possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer’s efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller’s obligation to cooperate shall include Seller’s execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer’s option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively “Agent”) receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

296 Contract. Failure of funds to become Collected shall not excuse Buyer’s performance. When conflicting demands

297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such

298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent’s duties or liabilities

299 under this Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties

300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of

301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An

302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all

303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with

305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,

306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney’s fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent’s willful breach of this Contract or Agent’s gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the “Indemnifying Party”) each

322 individually indemnifies, holds harmless, and releases Broker and Broker’s officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney’s fees at

324 all levels, suffered or incurred by Broker and Broker’s officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of

326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party’s misstatement(s) or

327 failure to perform contractual obligations; (iii) Broker’s performance, at Indemnifying Party’s request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker’s referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer’s obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, or Seller, at Seller’s option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller’s  
342 rights under this Contract.

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller’s title marketable after  
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller’s obligations under this Contract,  
345 Buyer may elect to receive return of Buyer’s Deposit without thereby waiving any action for damages resulting  
346 from Seller’s breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
347 performance.

348 This Paragraph 15 shall survive Closing or termination of this Contract.

349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation (“Dispute”) will be settled  
351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the “Mediation Rules”).  
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
360 16 shall survive Closing or termination of this Contract.

361 **17. ATTORNEY’S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney’s fees, incurred in  
363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
364 from the non-prevailing party costs and fees, including reasonable attorney’s fees, incurred in conducting the  
365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

366 **STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”)**

367 **18. STANDARDS:**

368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner’s policy of title insurance  
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer’s marketable title to the Real Property,  
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
381 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
383 with law.

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
 385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
 386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
 387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
 388 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
 389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
 390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
 391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
 392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
 393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
 394 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
 395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
 396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
 397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
 398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
 399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
 400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
 402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
 403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
 404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
 405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
 406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
 407 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
 408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
 410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
 412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
 413 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
 414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
 415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
 416 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
 417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
 418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
 419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
 420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
 421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
 423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
 424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
 425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
 426 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
 427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
 428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
 429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
 431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
 432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
 433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
 434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
 435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
 436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
 438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
 439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

caused or prevented by a Force Majeure event. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event 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.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s, personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent (“Closing Agent”) designated by the party paying for the owner’s policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner’s possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer’s lender.

(iii) **FinCEN REAL ESTATE REPORTING OBLIGATION.** Section 1031.320 of Chapter 31 of the Code of Federal Regulations (“CFR”) requires that certain residential real estate transactions without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) beginning March 1, 2026 (a “FinCEN Report”). If this transaction requires completion of a FinCEN Report, then Seller and Buyer shall, no later than the day prior to Closing, provide Closing Agent with all information and documentation necessary to enable Closing Agent to complete the FinCEN Report. Such information and documentation includes, without limitation, full legal names, dates of birth, residential street addresses, and the IRS taxpayer identification number of the beneficial owners of the parties, as further defined and described in the CFR. Each party agrees to promptly provide and consents to Closing Agent’s collection and report of said information to FinCEN. Buyer shall pay all costs and fees charged by Closing Agent to prepare and file the FinCEN Report.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller’s title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments

imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup> of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

**T. RESERVED.**

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**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

**W. RESERVED**

**X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

**ADDENDA AND ADDITIONAL TERMS**

592 \* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
593 Contract (**Check if applicable**):

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|--|--|---|
| <input type="checkbox"/> A. Condominium Rider                    | <input type="checkbox"/> O. Insulation Disclosure            | <input type="checkbox"/> AA. Licensee Property Interest   |
| <input type="checkbox"/> B. Homeowners' Assn.                    | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration  |
| <input type="checkbox"/> C. Seller Financing                     | <input type="checkbox"/> Q. Housing for Older Persons        | <input type="checkbox"/> CC. Miami-Dade County<br>Special Taxing District<br>Disclosure         |
| <input type="checkbox"/> D. Mortgage Assumption                  | <input type="checkbox"/> R. Rezoning                         | <input type="checkbox"/> DD. Seasonal/Vacation<br>Rentals                                       |
| <input type="checkbox"/> E. FHA/VA Financing                     | <input type="checkbox"/> S. Lease Purchase/ Lease Option     | <input type="checkbox"/> EE. Qualifying Improvements<br>Disclosure                              |
| <input type="checkbox"/> F. Appraisal Contingency                | <input type="checkbox"/> T. Pre-Closing Occupancy            | <input type="checkbox"/> FF. Credit Related to Buyers<br>Broker Compensation                    |
| <input type="checkbox"/> G. Short Sale                           | <input type="checkbox"/> U. Post-Closing Occupancy           | <input type="checkbox"/> GG. Sellers Agreement with<br>Respect to Buyers Broker<br>Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins                | <input type="checkbox"/> V. Sale of Buyer's Property         | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> I. RESERVED                             | <input type="checkbox"/> W. Back-up Contract                 | _____   |
| <input type="checkbox"/> J. Interest-Bearing Acct.               | <input type="checkbox"/> X. Kick-out Clause                  |   |
| <input type="checkbox"/> K. RESERVED                             | <input type="checkbox"/> Y. Seller's Attorney Approval       |   |
| <input type="checkbox"/> L. RESERVED                             | <input type="checkbox"/> Z. Buyer's Attorney Approval        |   |
| <input type="checkbox"/> M. Defective Drywall                    |  |   |
| <input type="checkbox"/> N. Coastal Construction<br>Control Line |  |   |

594 \* 20. ADDITIONAL TERMS: Property is being sold as-is not subject to financing or inspections.

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**COUNTER-OFFER**

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613 \*  Seller counters Buyer's offer.

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

615 **This Contract continues with Line 610 on Page 13 of 13.]**



**Flood Disclosure**



**Smith & Associates Inc.**

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Barbara Sofge, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 86 SE 218th st Suwannee, FL 32693

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller  has  has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller  has  has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller  has  has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
  - a. The overflow of inland or tidal waters.
  - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
  - c. Sustained periods of standing water resulting from rainfall.

Seller: Barbara Story-Sofge

Date: April 30, 2026

Seller: \_\_\_\_\_

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

Copy provided to Buyer on Apr 28, 2026 by  email  facsimile  mail  personal delivery.

# Seller's Property Disclosure – Residential



Smith & Associates Inc.

**Notice to Licensee and Seller:** Only the Seller should fill out this form.

**Notice to Seller:** Florida law<sup>1</sup> requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

**Notice to Buyer:** The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

**Seller** makes the following disclosure regarding the property described as: 86 SE 218th st Suwannee, FL 32693  
 \_\_\_\_\_ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? 2023)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>1. Structures; Systems; Appliances</b>			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____ <small>seawall damaged during hurricane, all utilities work but there may be unnoticed damage</small>			
<b>2. Termites; Other Wood-Destroying Organisms; Pests</b>			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
<b>3. Water Intrusion; Drainage; Flooding</b>			
(a) Has past or present water intrusion affected the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller BAS (\_\_\_\_\_) and Buyer (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4

**Yes**      **No**      **Don't Know**

**4. Plumbing**

- (a) What is your drinking water source? public private well other
- (b) Have you ever had a problem with the quality, supply, or flow of potable water?  Yes  No  Don't Know
- (c) Do you have a water treatment system?  Yes  No  Don't Know  
If yes, is it  owned  leased?
- (d) Do you have a sewer or septic system? If septic system, describe the location of each system: \_\_\_\_\_
- (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?  Yes  No  Don't Know
- (f) Are there or have there been any defects to the water system, septic system, drain fields or wells?  Yes  No  Don't Know
- (g) Have there been any plumbing leaks since you have owned the Property?  Yes  No  Don't Know
- (h) Are any polybutylene pipes on the Property?  Yes  No  Don't Know
- (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:  
\_\_\_\_\_

**5. Roof and Roof-Related Items**

- (a) To your knowledge, is the roof structurally sound and free of leaks?  Yes  No  Don't Know
- (b) The age of the roof is around 10 years OR date installed \_\_\_\_\_  Yes  No  Don't Know
- (c) Has the roof ever leaked during your ownership?  Yes  No  Don't Know
- (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?  Yes  No  Don't Know  
If yes, please explain: it was fully replaced due to minor rust damage before leaks could occur
- (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?  Yes  No  Don't Know  
If yes, please explain: \_\_\_\_\_

**6. Pools; Hot Tubs; Spas**

**Note:** Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.

- (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s):  
 enclosure that meets the pool barrier requirements  approved safety pool cover  required door and window exit alarms  required door locks  none
- (b) Has an in-ground pool on the Property been demolished and/or filled?  Yes  No  Don't Know

**7. Sinkholes**

**Note:** When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.

- (a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?  Yes  No  Don't Know
- (b) Has any insurance claim for sinkhole damage been made?  Yes  No  Don't Know  
If yes, was the claim paid?  yes  no If the claim was paid, were all the proceeds used to repair the damage?  yes  no
- (c) If any answer to questions 7(a) - 7(b) is yes, please explain:  
\_\_\_\_\_

Yes      No      Don't Know

**8. Homeowners' Association Restrictions; Boundaries; Access Roads**

- (a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)  Yes     No     Don't Know  
**Notice to Buyer:** If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.
- (b) Are there any proposed changes to any of the restrictions?  Yes     No     Don't Know
- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners?  Yes     No     Don't Know
- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?  Yes     No     Don't Know
- (e) Are there boundary line disputes or easements affecting the Property?  Yes     No     Don't Know
- (f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?  Yes     No     Don't Know
- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?  Yes     No     Don't Know  
 If yes, is there a right of entry?     yes     no
- (h) Are access roads     private     public? If private, describe the terms and conditions of the maintenance agreement: \_\_\_\_\_

(i) If any answer to questions 8(a) - 8(g) is yes, please explain: \_\_\_\_\_

**9. Environmental**

- (a) Was the Property built before 1978?  Yes     No     Don't Know  
 If yes, please see Lead-Based Paint Disclosure.
- (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?  Yes     No     Don't Know
- (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?  Yes     No     Don't Know
- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?  Yes     No     Don't Know
- (e) If any answer to questions 9(b) - 9(d) is yes, please explain: \_\_\_\_\_

**10. Governmental, Claims and Litigation**

- (a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?  Yes     No     Don't Know
- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?  Yes     No     Don't Know
- (c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?  Yes     No     Don't Know
- (d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?  Yes     No     Don't Know
- (e) Have you ever had any claims filed against your homeowner's Insurance policy?  Yes     No     Don't Know

- (f) Are there any zoning violations or nonconforming uses?
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?
- (j) Are any improvements located below the base flood elevation?
- (k) Have any improvements been constructed in violation of applicable local flood guidelines?
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?
- (m) Are there any active permits on the Property that have not been closed by a final inspection?
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_
- (p) Is the Property located in a historic district?
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district?
- (r) Are there any active or pending applications or permits with a governing body over the historic district?
- (s) Are there any violations of the rules applying to properties in a historic district?
- (t) If the answer to 10(q) – 10(s) is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**11. Foreign Investment in Real Property Tax Act ("FIRPTA")**

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?

**If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

**12.  (If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

**Seller** represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

**Seller:** Barbara Story-Sofge / Barbara Sofge Date: April 30, 2026  
(signature) (print)

**Seller:** \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

**Buyer** acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



**Smith & Associates Inc.**

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Barbara Sofge (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 86 SE 218th st Suwannee, FL 32693

Buyer's Initials \_\_\_\_\_

Seller's Initials BAS

## P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

### Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

### Seller's Disclosure (INITIAL)

- BAS (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- Known lead-based paint or lead-based paint hazards are present in the housing.
  - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- BAS (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

### Buyer's Acknowledgement (INITIAL)

- \_\_\_\_\_ (c) Buyer has received copies of all information listed above.
- \_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Buyer has (**CHECK ONE BELOW**):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

### Licensee's Acknowledgement (INITIAL)

- WBS (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Barbara Sofge</u> SELLER	_____ Date	May 14, 2026	_____ BUYER	_____ Date
_____ SELLER	_____ Date	_____ Date	_____ BUYER	_____ Date
<u>William Bradley Smith</u> Listing Licensee	_____ Date	May 15, 2026	_____ Selling Licensee	_____ Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.