



**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 – William Cupp

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

AUCTION DATE – Tuesday, June 24th, 2025 at 4 PM

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

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

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

OFFERING –

Legally described as:

1) *Parcel ID: 33-6S-17-09834-204; +/- 18.43 acres and improvements; DB 1131 PG 2216*

Address: 699 SW Old Lake City Ter., High Springs, FL 32655

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, June 24th, 2025 at 4 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Christie Sharp Reed at (352) 507-2556 or by email at bradsmith@ucsmith.com**. 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 **Springs Title, LLC** 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.

Springs Title LLC; 13900 Tech City Cir. Suite 409; Alachua, FL 32615; (352) 565 - 7800

- 9) **Closing:** Closing shall be on or before **Thursday, July 24th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – 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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

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

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

Individual State License #'s

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

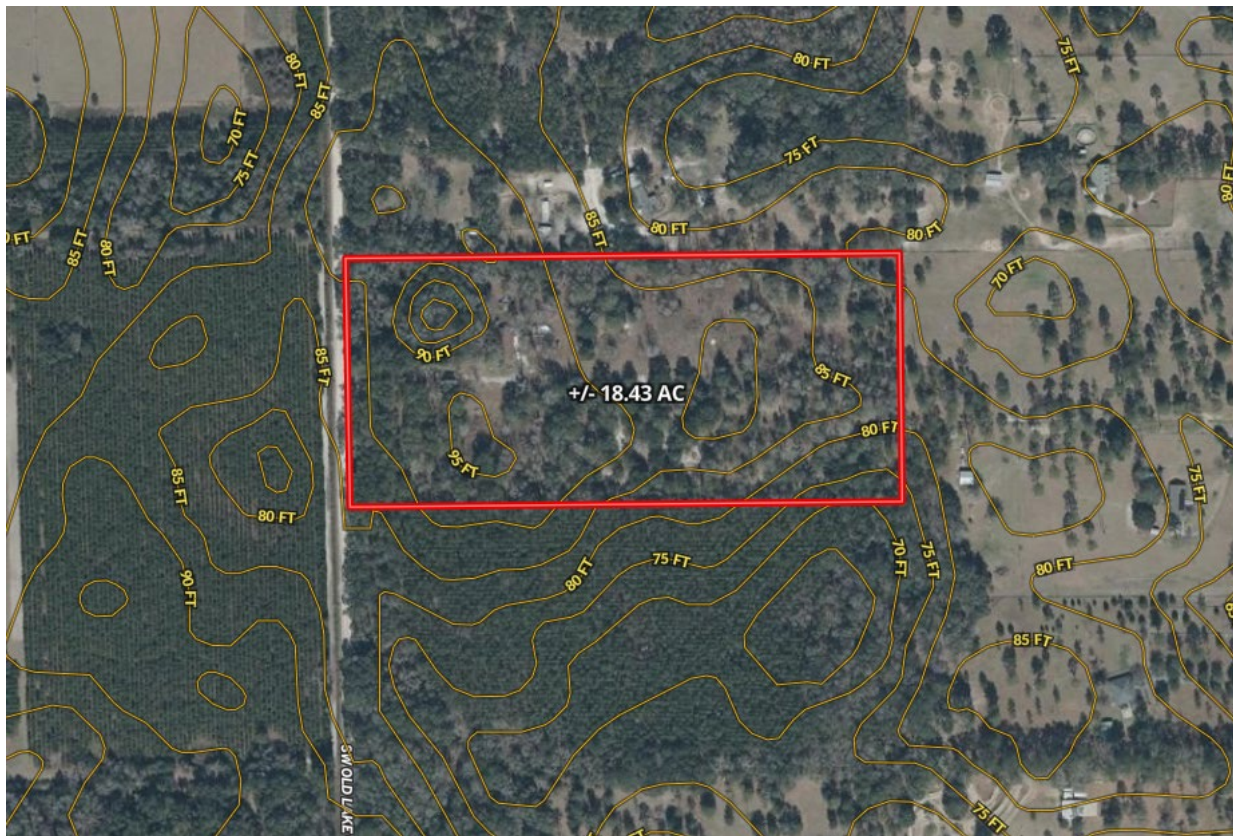
Florida Real Estate Firm License #	BO2007205
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Aerial



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

Contour



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



Neighborhood

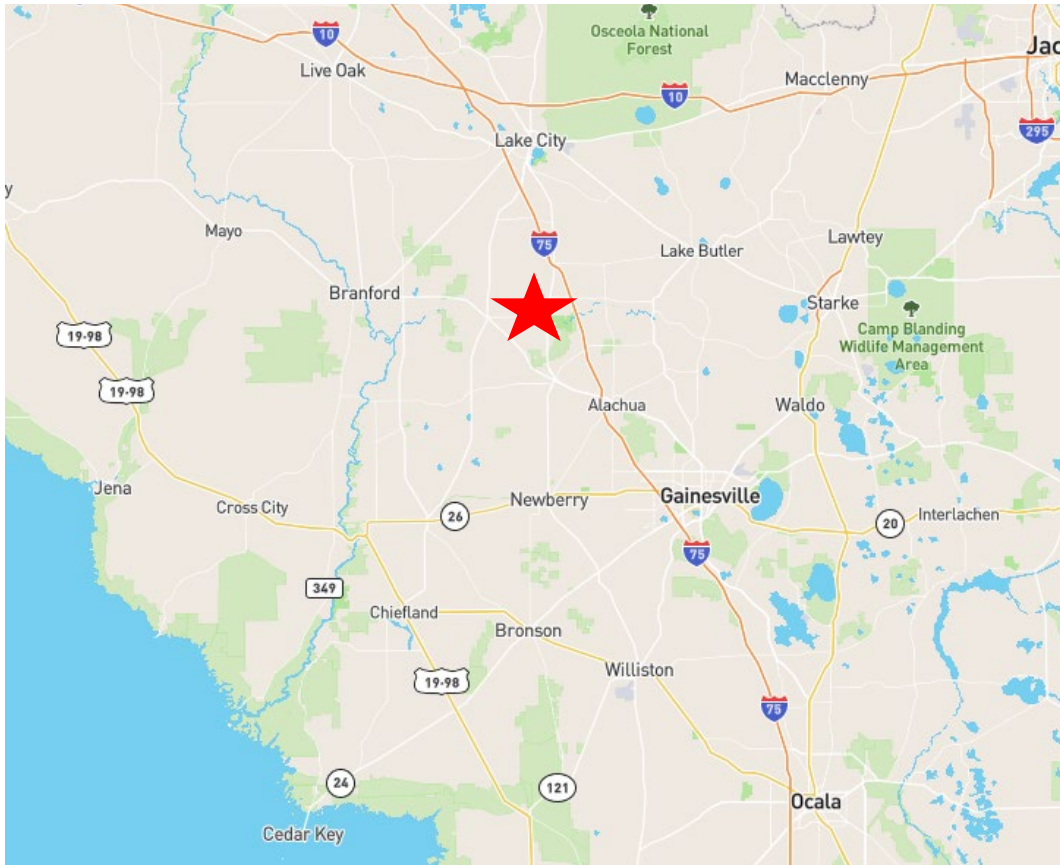
699 SW Old Lake City Ter.,
High Springs, FL 32655





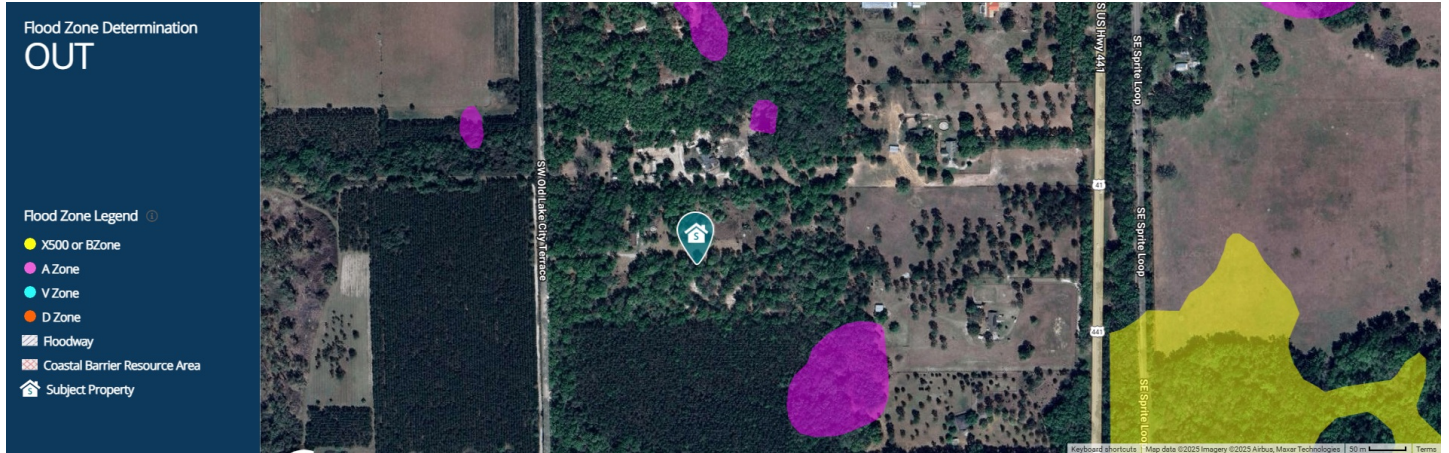
Location

699 SW Old Lake City Ter.,
High Springs, FL 32655



📍 699 SW Old Lake City Ter, High Springs, FL 32643-1138, Columbia County

STANDARD FLOOD MAP



Special Flood Hazard Area (SFHA)	Out
Community Participation Status	R - Regular
Distance to 100 yr Flood Plain	645 ft
Community Number - Map Panel & Suffix	120070-0511C
Flood Zone Code	X
Panel Date	February, 4, 2009
County	Columbia
Original Panel Firm Date	January, 6, 1988
FIPS Code	12023
Coastal Barrier Resource Area (CBRA)	Out
Community Name	Columbia County
Letter of Map Amendment (LOMA)	N/A



Flood Zone Determination

This report provides flood zone information based on the FEMA Flood Insurance Rate Maps (FIRMs). Also provides whether the property location is within a Special Flood Hazard Area (SFHA) and whether the property location is within 250 feet of the SFHA.

SFHA (Flood Zone)

Indicates whether the property location is In or Out of a Special Flood Hazard Area (100- Year floodplain).

Distance to 100 yr Flood Plain

Distance in feet between the property and the boundary of the 100-year flood zone located in the same catchment or sub-watershed. If a 100-year floodplain is not within the radius search, a value of -1 will be returned.

Community

A 6-digit community number code for the community.

Community Name

Name of the community.

Map Number

FEMA Map Number for the Flood Insurance Rate Map.

Letter of Map Amendment (LOMA)

A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation.

Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

Panel

Two-to-four-digit number and suffix assigned by FEMA for the map panel.

Panel Date

Date of the FEMA map panel.

CBRA

Coastal Barrier Resource Act (CBRA) protects areas that serve as barriers against wind and tidal forces caused by coastal storms, and serves as habitat for aquatic species. Returns In or Out, for identifying whether the property is located within a CBRA zone.

Flood Zone

Flood zone for the property location based on the FEMA FIRM.

FIPS Code

The five-digit state and county FIPS code.

[illegible]

COLUMBIA COUNTY

Property Appraiser

Parcel 33-6S-17-09834-204

Owners

SCHLIEBNER NINA T
CUPP WILLIAM
699 SW OLD LAKE CITY TER
HIGH SPRINGS, FL 32655-2970

Parcel Summary

Location	699 SW OLD LAKE CITY TER
Use Code	0200: MOBILE HOME
Tax District	3: COUNTY
Acreage	18.4300
Section	33
Township	6S
Range	17
Subdivision	RUMPH FRM

Additional Site Addresses

701 SW OLD LAKE CITY TER

Legal Description

COMM NW COR OF E1/2, RUN S 1386.91 FT FOR POB, RUN E 1341.50 FT, S 268.37 FT, W 1343.76 FT, N 270.38 FT TO POB. (AKA PARCEL "D" RUMPH FARMS S/D UNREC). ALSO COMM NW COR OF E1/2, RUN S 1657.29 FT FOR POB, RUN E 1346.76 FT, S 328 FT, W 1346.50 FT, N 328.00 FT TO POB. (AKA PARCEL "E" RUMPH FARMS S/D UNREC).

ORB 880-699, QCD 1033-2070. WD 1114-1583.
CORR WD 1131-2216.



Working Values

	2025
Total Building	\$138,741
Total Extra Features	\$20,100
Total Market Land	\$165,870
Total Ag Land	\$0
Total Market	\$324,711
Total Assessed	\$324,711
Total Exempt	\$0
Total Taxable	\$324,711
SOH Diff	\$0

Value History

	2024	2023	2022	2021	2020	2019
Total Building	\$128,401	\$113,642	\$87,078	\$69,364	\$56,353	\$49,268
Total Extra Features	\$20,100	\$20,100	\$12,600	\$6,100	\$6,100	\$6,100
Total Market Land	\$165,870	\$138,225	\$110,580	\$78,377	\$76,669	\$76,669
Total Ag Land	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	\$314,371	\$271,967	\$210,258	\$153,841	\$139,122	\$132,037
Total Assessed	\$314,371	\$136,320	\$132,150	\$128,120	\$126,146	\$123,144
Total Exempt	\$0	\$105,000	\$100,500	\$100,500	\$100,500	\$100,500
Total Taxable	\$314,371	\$31,320	\$31,650	\$27,620	\$25,646	\$22,644
SOH Diff	\$0	\$135,647	\$78,108	\$25,721	\$12,976	\$8,893

Document/Transfer/Sales History

Instrument / Official Record	Date	<u>Q/U</u>	Reason	Type	<u>V/I</u>	Sale Price	Ownership
<u>WD</u> 1114/1583	2007-03-19	<u>Q</u>	<u>01</u>	WARRANTY DEED	Improved	\$100	Grantor: NINI T SCHLIBENER & WILLIAM CUPP Grantee: NINI T SCHLIBENER & WILLIAM CUPP (JTWRS)
<u>WD</u> 0880/0699	1999-04-19	<u>Q</u>		WARRANTY DEED	Vacant	\$55,200	Grantor: RUMPH Grantee: N SCHLIEBENER

Buildings

Building # 1, Section # 1, 56353, MOBILE HOME

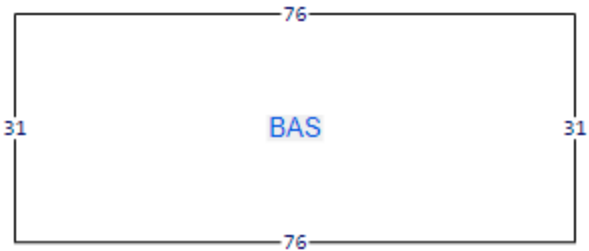
Type	Model	Heated Area	Gross Area	Repl Cost New	YrBlt	Year Eff	Other % Dpr	Normal % Dpr	% Cond	Value
0201	02	2356	2356	\$252,257	1999	1999	0.00%	45.00%	55.00%	\$138,741

Structural Elements

Type	Description	Code	Details
EW	Exterior Wall	31	VINYL SID
RS	Roof Structure	03	GABLE/HIP
RC	Roof Cover	03	COMP SHNGL
IW	Interior Wall	05	DRYWALL
IF	Interior Flooring	14	CARPET
IF	Interior Flooring	08	SHT VINYL
AC	Air Conditioning	03	CENTRAL
HT	Heating Type	04	AIR DUCTED
BDR	Bedrooms	4.00	
BTH	Bathrooms	2.00	
STR	Stories	1.	1.
AR	Architectual Type	01	CONV
COND	Condition Adjustment	03	03
KTCH	Kitchen Adjustment	01	01

Sub Areas

Type	Gross Area	Percent of Base	Adjusted Area
BAS	2,356	100%	2,356



Extra Features

Code	Description	Length	Width	Units	Unit Price	AYB	% Good Condition	Final Value
0190	FPLC PF			1.00	\$1,200.00	1999	100%	\$1,200
0080	DECKING			1.00	\$0.00	2013	100%	\$600
9945	Well/Sept			1.00	\$7,000.00		100%	\$7,000
0263	PRCH,USP			1.00	\$0.00	2013	100%	\$2,800
9945	Well/Sept			1.00	\$7,000.00		100%	\$7,000
0294	SHED WOOD/VINYL			1.00	\$0.00	2017	100%	\$800
0120	CLFENCE 4			1.00	\$0.00	2013	100%	\$300
0252	LEAN-TO W/O FLOOR			1.00	\$0.00	2013	100%	\$300
0252	LEAN-TO W/O FLOOR			1.00	\$0.00	2013	100%	\$100

Land Lines

Code	Description	Zone	Front	Depth	Units	Rate/Unit	Acreage	Total Adj	Value
0200	MBL HM	A-1	.00	.00	18.43	\$9,000.00/AC	18.43	1.00	\$165,870

Personal Property

None

Permits

Date	Permit	Type	Status	Description
	18024	M H	COMPLETED	M H
	15861	M H	COMPLETED	M H

TRIM Notices

2024
2023
2022

Disclaimer

All parcel data on this page is for use by the Columbia County Assessor for assessment purposes only. The summary data on this page may not be a complete representation of the parcel or of the improvements thereon. Building information, including unit counts and number of permitted units, should be verified with the appropriate building and planning agencies. Zoning information should be verified with the appropriate planning agency. All parcels are reappraised each year. This is a true and accurate copy of the records of the Columbia County Assessor's Office as of May 20, 2025.

Tax Bill Detail

Payment Options


Year	Due
2024	\$0.00
2023	\$0.00
2022	\$0.00
2021	\$0.00
2020	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00


Property Tax Account: R09834-204 SCHLIEBNER NINA T		
Year: 2024	Bill Number:	Owner: SCHLIEBNER
Tax District: 3 31373		NINA T
	Property Type:	
	Real Estate	
MAILING ADDRESS:	PROPERTY ADDRESS:	
SCHLIEBNER NINA T	699 OLD LAKE CITY	
CUPP WILLIAM	HIGH SPRINGS 32643	
699 SW OLD LAKE		
CITY TER		
HIGH SPRINGS FL		
32655-2970		

This Bill:	\$0.00
All Bills:	\$0.00
Cart Amount:	\$0.00

Bill 31373 -- No Amount Due

Pay All Bills

 Print Bill / Receipt

 Register for E-Billing

Property Appraiser

Taxes Assessments Legal Description Payment History

Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
BOARD OF COUNTY COMMISSIONERS	7.8150	\$2,358.54	\$2,358.54	\$0.00
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	\$225.75	\$225.75	\$0.00
LOCAL	3.1430	\$948.54	\$948.54	\$0.00
CAPITAL OUTLAY	1.5000	\$452.70	\$452.70	\$0.00
Subtotal	5.3910	\$1,626.99	\$1,626.99	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.2936	\$88.61	\$88.61	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	\$0.03	\$0.03	\$0.00
TOTAL	13.4997	\$4,074.17	\$4,074.17	\$0.00

Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
FIRE ASSESSMENTS	\$285.36	\$285.36	\$0.00
SOLID WASTE - ANNUAL	\$190.13	\$190.13	\$0.00
TOTAL	\$475.49	\$475.49	\$0.00

PREPARED BY: RANDY JORDAN
MORTGAGE INFORMATION SERVICES, INC.
2889 N. COMMERCE PARKWAY
MIAMI, FL 33025
FILE NO: 200000622763
INCIDENT TO THE ISSUANCE OF TITLE INSURANCE

PROPERTY APPRAISERS PARCEL IDENTIFICATION
(FOLIO) NUMBER(S) 09834-204

Inst:2004028325 Date:12/21/2004 Time:11:59
Doc Stamp-Deed : 214.20
B DC,P.Dewitt Cason,Columbia County B:1033 P:2070

(SPACE MUST BE LEFT FOR RECORDING OFFICE USE)

THIS QUIT CLAIM DEED, EXECUTED THIS 29 DAY OF November A.D. 2004,
BY NINA T. SCHLIEBENER, A SINGLE WOMAN, FIRST PARTY, TO NINA T. SCHLIEBENER,
A SINGLE WOMAN, AND WILLIAM CUPP, A MARRIED MAN,

WHOSE POST OFFICE ADDRESS IS 699 S.W. OLD LAKE CITY TERRACE, HIGH SPRINGS, FL
32643

SECOND PARTY:

(WHEREVER USED HEREIN THE TERMS "FIRST PARTY" AND "SECOND PARTY" SHALL INCLUDE SINGULAR AND
PLURAL, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS, AND THE SUCCESSORS AND ASSIGNS
OF CORPORATIONS, WHEREVER THE CONTEXT SO ADMITS OR REQUIRES)

WITNESSETH: THAT THE SAID FIRST PARTY, FOR AND IN CONSIDERATION OF THE
SUM OF \$10.00, IN HAND BY THE SAID SECOND PARTY, THE RECEIPT WHEREOF IS
HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, RELEASE AND QUIT-CLAIM UNTO THE SAID
SECOND PARTY FOREVER, ALL THE RIGHT, TITLE, INTEREST, CLAIM AND DEMAND WHICH
THE SAID FIRST PARTY HAS IN AND TO THE FOLLOWING DESCRIBED LOT, PIECE OR
PARCEL OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF COLUMBIA, STATE OF
FLORIDA, TO-WIT:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD, THE SAME TOGETHER WITH ALL AND SINGULAR THE
APPURTENANCE; THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, AND ALL THE
ESTATE, RIGHT, TITLE, INTEREST, LIEN, EQUITY AND CLAIM WHATSOEVER OF THE SAID
FIRST PARTY, EITHER IN LAW OR EQUITY, TO THE ONLY PROPER USE, BENEFIT AND
BEHALF OF THE SAID SECOND PARTY FOREVER.

IN WITNESS WHEREOF, THE SAID FIRST PARTY HAS SIGNED AND SEALED THESE
PRESENTS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Scott Gaubert
WITNESS SIGNATURE

Scott Gaubert
WITNESS PRINTED NAME

Brenda Leway
WITNESS SIGNATURE

Brenda Leway
WITNESS PRINTED NAME

Nina T. Schliebener
GRANTOR SIGNATURE

NINA T. SCHLIEBENER
GRANTOR PRINTED NAME

STATE OF FLORIDA

COUNTY OF DUVAL

"SWORN TO AND SUBSCRIBED BEFORE ME THIS 29th DAY OF Nov, 2004,
BY NINA T. SCHLIEBENER, WHO IS PERSONALLY KNOWN TO ME OR
WHO HAS PRODUCED FLORIDA OK, AS IDENTIFICATION AND
WHO DID TAKE AN OATH."

Scott Gaubert
NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXPIRES _____



Scott Gaubert
My Commission DD278392
Expires January 01, 2008

Mortgage Information Services, Inc.
2889 N. Commerce Parkway
Miami, FL 33025

EXHIBIT "A"

CUSTOMER: SCHLIEBENER
FILE NO: 200000622765

Inst:2004028325 Date:12/21/2004 Time:11:59
Doc Stamp-Deed : 214.20
DC,P.Dewitt Cason,Columbia County B:1033 P:2071

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF COLUMBIA AND THE STATE OF FLORIDA IN DEED BOOK 880 AT PAGE 699 AND DESCRIBED AS FOLLOWS:

PARCEL D, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35" E., ALONG THE WEST LINE THEREOF 1386.91 FEET TO A POINT OF BEGINNING. THENCE N. 88 DEGREES 38' 35" E. 1341.50 FEET; THENCE S. 61 DEGREES 30' 17" E., 268.37 FEET; THENCE S. 88 DEGREES 30' 45" W. 1343.76 FEET TO THE WEST LINE OF THE SAID EAST 1/2; THENCE N 01 DEGREES 01' 35" W. ALONG SAID WEST LINE 270.58 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY FLORIDA, CONTAINING 8.30 ACRES MORE OR LESS.

AND

PARCEL E, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35 E. ALONG THE WEST LINE THEREOF, 1657.29 FEET FOR A POINT OF BEGINNING; THENCE N 88 DEGREES 30' 45" E., 1343.76 FEET; THENCE S 01 DEGREES 30' 17' E., 328.0 FEET; THENCE S 88 DEGREES 30' 45" WEST, 1346.50 FEET TO THE SAID WEST LINE OF THE EAST 1/2; THENCE N. 01 DEGREE 01' 35' W., 328.0 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY, FLORIDA, CONTAINING 10.13 ACRES MORE OR LESS.

THIS INSTRUMENT PREPARED BY:
J. Quinton Rumph
Rumph, Stoddard & Christian
3100 University Boulevard South, Suite 101
Jacksonville, Florida 32216

RECORD AND RETURN TO:
Rumph, Stoddard & Christian
3100 University Boulevard South, Suite 101
Jacksonville, Florida 32216

RE PARCEL ID #: 09034-000
BUYER'S TIN: [REDACTED]

99-08139

FILED AND RECORDED IN PUBLIC
RECORDS OF COLUMBIA COUNTY, FL

1999 MAY 11 PM 12:18

RECORDS SECTION

MLK

WARRANTY DEED

THIS WARRANTY DEED made this 19th day of April, 1999 by J. Quinton Rumph and Ann S. Rumph, his wife, hereinafter called Grantor, and whose address is 2970 St. Johns Avenue, Condo 10-C, Jacksonville, Florida 32205 to Nina T. Schliebener, a single person, hereinafter called Grantee and whose address is P.O. Box 93, Pine Mountain Road, McElhattan, Pennsylvania 17748.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Columbia County, Florida, viz:

See Exhibit "A" attached hereto and by this reference made a part hereof.

EX 0880 PG 0699
OFFICIAL RECORDS

mentary Stamp # 386.40
Intangible Tax
Dewitt Cason
of Court
MLK D.C.

SUBJECT TO taxes accruing subsequent to December 31, 1998.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

BK 0880 PG 0700

Signed, sealed and delivered in our presence:

Janice Bates
Witness Signature

Jani GATES
Witness Printed Signature

Donna J Morris
Witness Signature

Donna T. Morris
Witness Printed Signature

OFFICIAL RECORDS

J. Quinton Rumph
J. Quinton Rumph

Ann S. Rumph
Ann S. Rumph

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by J. Quinton Rumph and Ann S. Rumph, his wife. They are personally known to me or have produced valid Florida driver's licenses as identification.

Notary Public, State and County Aforesaid

Donna J Morris
Notary Signature

(Title or Rank)

Notary Printed Signature

(Serial No., if any)



BK 0880 PG 0701

OFFICIAL RECORDS

FILE: 1RE99015

EXHIBIT 'A'

Parcel 'D', Rumph Farms, being more particularly described as follows:

A part of the East 1/2 of Section 33, Township 6 South, Range 17 East more particularly described as follows: Commence at the Northwest corner of the said East 1/2 and run S. 01 degrees 01' 35"E., along the West line thereof 1386.91 feet for a point of beginning. Thence N. 88 degrees 35' 55" E., 1341.50 feet; thence S. 01 degrees 30' 17" E., 268.37 feet; thence S 88 degrees 30' 45" W., 1343.76 feet to the West line of the said East 1/2; thence N 01 degrees 01' 35" W. along said West line 270.38 feet to the point of beginning, Columbia County Florida, containing 8.30 acres more or less.

AND

Parcel 'E', Rumph Farms, being more particularly described as follows:

A part of the East 1/2 of Section 33, Township 6 South, Range 17 East more particularly described as follows: Commence at the Northwest corner of said East 1/2 and run S. 01 degrees 01' 35" E. along the West line thereof, 1657.29 feet for a point of beginning; thence N 88 degrees 30' 45" E., 1343.76 feet; thence S 01 degrees 30' 17" E., 328.0 feet; thence S 88 degrees 30' 45" W., 1346.50 feet to the said West line of the East 1/2; thence N. 01 degree 01' 35" W., 328.0 feet to the point of beginning, Columbia County, Florida, containing 10.13 acres more or less.

SUBJECT TO EXISTING MAINTAINED ROAD RIGHT-OF-WAY ALONG THE WEST LINE THEREOF.

SUBJECT TO EASEMENTS TO CLAY COUNTY ELECTRIC COOPERATIVE RECORDED IN OFFICIAL RECORDS VOLUME 846, PAGE 1084 AND OFFICIAL RECORDS VOLUME 862, PAGE 2369.

ALSO SUBJECT TO COVENANTS AND RESTRICTIONS ATTACHED HERETO AS EXHIBIT 'A'.

COVENANTS AND RESTRICTIONS

OFFICIAL RECORDS

1. No dwelling shall be constructed upon or installed upon the land having an area of less than 700 square feet of heated space exclusive of all garages and unenclosed porches.
2. No swine (goats or hogs) shall be raised, bred or kept on the land.
3. Any mobile home, trailer or modular home must be completely skirted with an architecturally suitable material between the ground level and the beginning of the side walls on the date of installation on the land, and such skirting must be kept in a good state of repair for so long as the mobile home, trailer or modular home remains on the land.
4. No noxious or offensive activity shall be carried on upon the land, nor shall anything be done on the land that may be or may become an annoyance or a nuisance to neighboring lands.
5. No portion of the land shall be kept or maintained to store junk or inoperative motor vehicles, and no portion of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any kind.
6. Livestock, other than swine, goats or hogs, may be raised, bred or kept on the land only if substantial pens and fencing are built on the land sufficient to restrain the livestock from other lands, and such pens and fencing must at all times be kept in a good state of repair.
7. Setback lines for all buildings shall be 100 feet from any front lot line, and 50 feet from each side lot line, and 100 feet from the rear lot line.

These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these Covenants are recorded after which time they shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the owners of the 25 Rumph Farms lots has been recorded agreeing to change the Covenants in whole or in part.

Prepared by and return to:

Frederic D. Kaufman
Kaufman Attorneys, P.A.
Post Office Box 1459
High Springs, FL 32655-1459

Grantees tax identification number: _____
Property folio number: R09834-204

Inst:200712021641 Date:9/24/2007 Time:9:34 AM
Doc Stamp-Deed:0.70
DC,P.DeWitt Cason,Columbia County Page 1 of 1

Correction Warranty Deed (correction to description)

This Indenture, Made this 20th day of September, 2007 between **Nina T. Schliebener, a single woman, and William Cupp, a single man**, grantor*, and **Nina T. Schliebener, a single woman, and William Cupp, a single man; as joint tenants with rights of survivorship**, grantee*, whose post office address is **P. O. Box 2970, High Springs, FL 32655**.

*"grantor" and "grantee" are used for singular or plural, as context requires

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

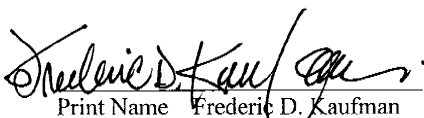
THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF COLUMBIA AND THE STATE OF FLORIDA IN DEED BOOK 880 AT PAGE 699 AND DESCRIBED AS FOLLOWS: PARCEL D, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35" E., ALONG THE WEST LINE THEREOF 1386.91 FEET TO A POINT OF BEGINNING. THENCE N. 88 DEGREES 38' 35" E. 1341.50 FEET; THENCE **S. 01 DEGREES 30' 17" E., 268.37 FEET**; THENCE S. 88 DEGREES 30' 45" W. 1343.76 FEET TO THE WEST LINE OF THE SAID EAST 1/2; THENCE N 01 DEGREES 01' 35" W. ALONG SAID WEST LINE 270.58 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY FLORIDA, CONTAINING 8.30 ACRES MORE OR LESS; AND

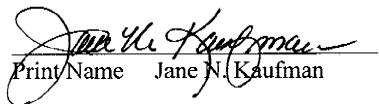
PARCEL E, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35" E. ALONG THE WEST LINE THEREOF, 1657.29 FEET FOR A POINT OF BEGINNING; THENCE N. 88 DEGREES 30' 45" E., 1343.76 FEET; THENCE S 01 DEGREES 30' 17" E., 328.0 FEET; THENCE S. 88 DEGREES 30' 45" WEST, 1346.50 FEET TO THE SAID WEST LINE OF THE EAST 1/2; THENCE N. 01 DEGREE 01' 35" W., 328.0 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY, FLORIDA, CONTAINING 10.13 ACRES MORE OR LESS.


and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

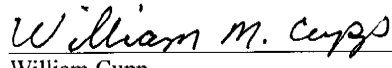
IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses:


Print Name Frederic D. Kaufman

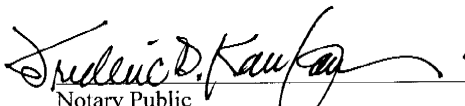

Print Name Jane N. Kaufman


Nina T. Schliebener
P. O. Box 2970
High Springs, FL 32655.


William Cupp
701 SW Old Lake City Terrace
High Springs, FL 32643

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of September, 2007 by, **Nina T. Schliebener and William Cupp** who are personally known to me.


Notary Public
Print Name: Frederic D. Kaufman



Frederic D. Kaufman
Commission # DD546108
Expires June 4, 2010
Bonded Troy Pain - Insurance Inc 800-389-7018

Prepared by and return to:

Frederic D. Kaufman
Kaufman Attorneys, P.A.
Post Office Box 1459
High Springs, FL 32655-1459

Grantees tax identification number: _____
Property folio number: R09834-204

Inst:2007006762 Date:03/23/2007 Time:11:04

Doc Stamp-Deed : 0.70

B DC, P. DeWitt Cason, Columbia County B:1114 P:1583

Warranty Deed

This Indenture, Made this 19th day of March, 2007 between **Nina T. Schliebener, a single woman, and William Cupp, a single man, grantor***, and **Nina T. Schliebener, a single woman, and William Cupp, a single man; as joint tenants with rights of survivorship, grantee***, whose post office address is P. O. Box 2970, High Springs, FL 32655.

*"grantor" and "grantee" are used for singular or plural, as context requires

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

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF COLUMBIA AND THE STATE OF FLORIDA IN DEED BOOK 880 AT PAGE 699 AND DESCRIBED AS FOLLOWS: PARCEL D, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35" E., ALONG THE WEST LINE THEREOF 1386.91 FEET TO A POINT OF BEGINNING. THENCE N. 88 DEGREES 38' 35" E. 1341.50 FEET; THENCE S. 61 DEGREES 30' 17" E., 268.37 FEET; THENCE S. 88 DEGREES 30' 45" W. 1343.76 FEET TO THE WEST LINE OF THE SAID EAST 1/2; THENCE N 01 DEGREES 01' 35" W. ALONG SAID WEST LINE 270.58 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY FLORIDA, CONTAINING 8.30 ACRES MORE OR LESS; AND

PARCEL E, RUMPH FARMS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID EAST 1/2 AND RUN S. 01 DEGREES 01' 35" E. ALONG THE WEST LINETHEREOF, 1657.29 FEET FOR A POINT OF BEGINNING; THENCE N. 88 DEGREES 30' 45" E., 1343.76 FEET; THENCE S 01 DEGREES 30' 17" E., 328.0 FEET; THENCE S. 88 DEGREES 30' 45" WEST, 1346.50 FEET TO THE SAID WEST LINE OF THE EAST 1/2; THENCE N. 01 DEGREE 01' 35" W., 328.0 FEET TO THE POINT OF BEGINNING, COLUMBIA COUNTY, FLORIDA, CONTAINING 10.13 ACRES MORE OR LESS.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses:

Frederic D. Kaufman
Print Name Frederic D. Kaufman

Jane N. Kaufman
Print Name Jane N. Kaufman

Nina T. Schliebener
Nina T. Schliebener
P. O. Box 2970
High Springs, FL 32655.

William Cupp
William Cupp
701 SW Old Lake City Terrace
High Springs, FL 32643

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19th day of March, 2007 by, **Nina T. Schliebener and William Cupp** who are personally known to me.

Frederic D. Kaufman
Notary Public
Print Name: Frederic D. Kaufman



Frederic D. Kaufman
Commission # DD546108
Expires June 4, 2010
Bonded Troy Rain Insurance Inc. 800-365-7019

Prepared by and return to:

Calvin J. McMahon
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

0862 062369
OFFICIAL RECORDS

98-11870

FILED AND RECORDED IN PUBLIC
RECORDS OF COLUMBIA COUNTY, FL

1998 JUL 23 PM 12:57

RECEIVED
COLUMBIA COUNTY
BY: *BLH*

Space above for recording data

RIGHT-OF-WAY EASEMENT

Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) J. Quinton Rumph and

and Ann S. Rumph, his wife

whose mailing address is: 2970 St. Johns Avenue, Condo 10C

City Jacksonville State Florida Zip 32205

In Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P.O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the Cooperative, its successors and assigns, a perpetual easement as desc. feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Columbia, State of Florida, more particularly described as follows:

Tax Parcel No. 33-6S-17-09834-000

Easements ten (10) feet in width lying each side of all side lot lines, over, under, upon and across those lands surveyed by Britt Surveying Land Surveyors and Mappers and Lauren E. Britt, P.S.M. #1079, Job #L-8758, dated 7-9-98. Partial facsimile of same as shown on attached EXHIBIT "A" and by reference hereto made a part hereof. Aforesaid lands all lying and being in Section 33, Township 6 South, Range 17 East, Columbia County, Florida.

Documentary Stamp 70

Intangible Tax 0

P. DeWitt Cason

Clerk of Court

By BLH D.C.

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this 23rd day of July, 19 98

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,

Witness Signature Linda B. Eppes

Also,

Type/Print Name: Linda B. Eppes

By J. Quinton Rumph (seal)

Type/Print Name: J. Quinton Rumph (seal)

Second,

Witness Signature Calvin J. McMahon

Also,

Type/Print Name: Calvin J. McMahon

By Ann S. Rumph (seal)

Type/Print Name: Ann S. Rumph (seal)

STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 23rd day of July, 19 98

By J. Quinton Rumph and Ann S. Rumph, his wife personally known to me or who
(Name of grantor whether one or more)

Has (have) produced _____ as identification and did ☐ did not ☒ take an oath.



(Type of identification)
Linda B. Eppes
COMMISSION NUMBER
CC438812
MY COMMISSION EXPIRES
12/31/99

(Signature) Linda B. Eppes Notary Public

Also,

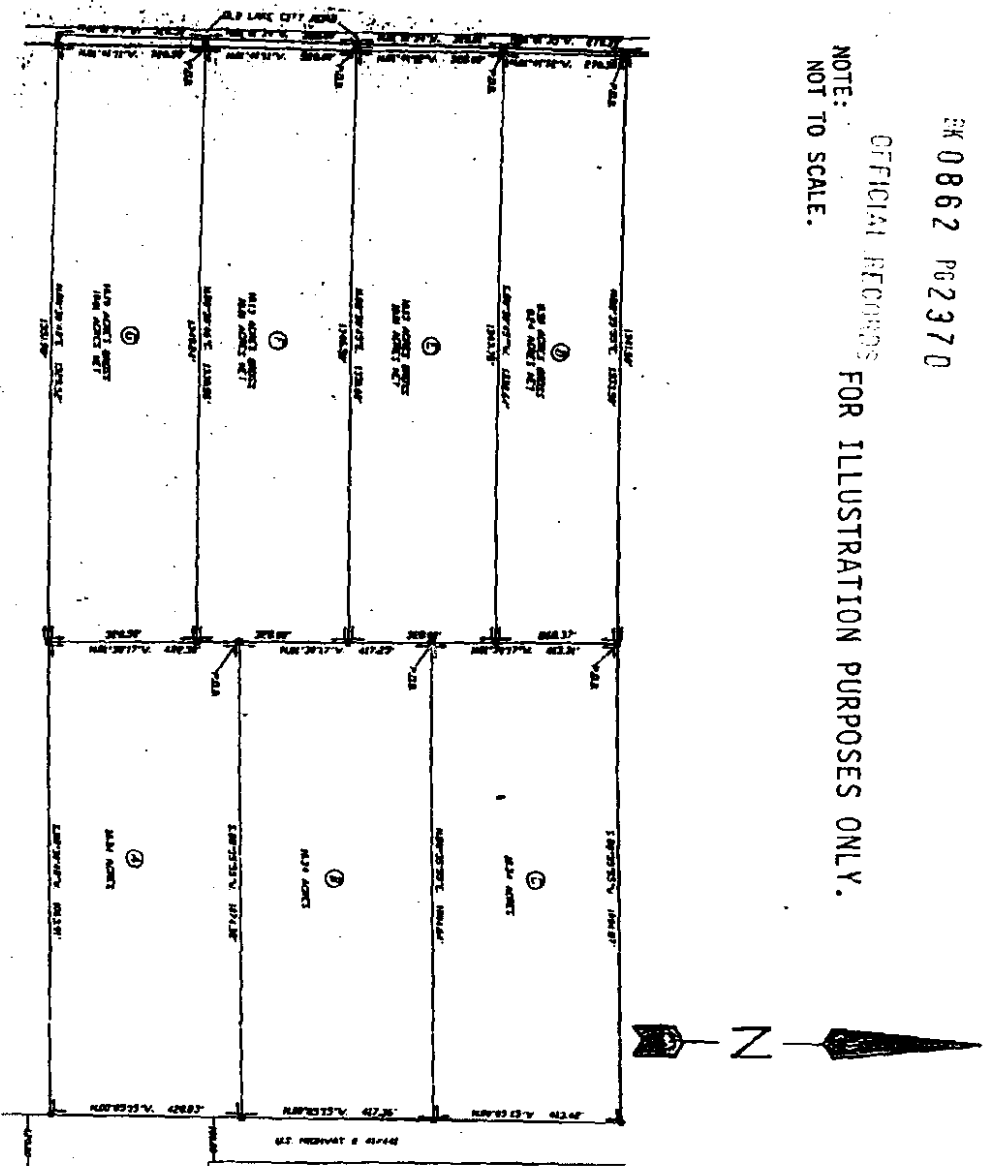
Type/Print Name: Linda B. Eppes

Commission Expires 03-16-1999 Commission No. CC438812

EXHIBIT "A"

SK 0862 Pg 2370

OFFICIAL RECORDS
FOR ILLUSTRATION PURPOSES ONLY.
NOTE:
NOT TO SCALE.



C.E.C.I. EASEMENTS
are not shown for
clarity.

Parcel A
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 1346.81 feet; thence N 88°35'55" E, 1341.50 feet; thence S 01°30'17" E, 650.57 feet for a point of beginning; thence N 88°35'55" E, 1074.32 feet to the West right of way line of U.S. Highway #41441; thence S 00°05'15" E, along said right of way, 420.63 feet; thence S 88°30'48" W, 1084.85 feet; thence N 01°30'17" W, 422.30 feet to the point of beginning, Columbia County, Florida. Containing 10.34 acres more or less.

Parcel B
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 1346.81 feet; thence N 88°35'55" E, 1341.50 feet; thence S 01°30'17" E, 413.32 feet for a point of beginning; thence N 88°35'55" E, 1084.85 feet to the West right of way line of U.S. Highway #41441; thence S 00°05'15" E, 417.25 feet; thence S 88°35'55" W, 1074.32 feet; thence N 01°30'17" W, 417.25 feet to the point of beginning, Columbia County, Florida. Containing 10.34 acres more or less.

Parcel C
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 1346.81 feet; thence N 88°35'55" E, 1341.50 feet for a point of beginning; thence N 88°35'55" E, 1084.87 feet to the West right of way line of U.S. Highway #41441; thence S 00°05'15" E, along said right of way, 413.42 feet; thence S 88°35'55" W, 1084.85 feet; thence N 01°30'17" W, 413.32 feet to the point of beginning, Columbia County, Florida. Containing 10.34 acres more or less.

Parcel D
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 1346.81 feet for a point of beginning; thence N 88°35'55" E, 1341.50 feet; thence S 01°30'17" E, 288.37 feet; thence S 88°30'45" W, 1343.76 feet to the West line of the said East 1/4; thence N 01°01'35" W, along said West line, 270.38 feet to the point of beginning, Columbia County, Florida. Containing 8.30 acres more or less.

Parcel E
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 1346.81 feet for a point of beginning; thence N 88°30'45" E, 1343.76 feet; thence S 01°30'17" E, 328.0 feet; thence S 88°30'45" W, 1346.50 feet to the West line of the said East 1/4; thence N 01°01'35" W, 328.0 feet to the point of beginning, Columbia County, Florida. Containing 10.13 acres more or less. Subject to existing maintained road right of way along the West line thereof.

Parcel F
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 2313.28 feet for a point of beginning; thence N 88°30'45" E, 1346.50 feet; thence S 01°30'17" E, 328.0 feet; thence S 88°30'45" W, 1346.24 feet to the West line of the said East 1/4; thence N 01°01'35" W, 328.0 feet to the point of beginning, Columbia County, Florida. Containing 10.13 acres more or less. Subject to existing maintained road right of way along the West line thereof.

Parcel G
A part of the East 1/4 of Section 33, Township 6 South, Range 17 East, more particularly described as follows: Commence at the Northwest corner of the said East 1/4 and run S 01°01'35" E, along the West line thereof, 2313.28 feet for a point of beginning; thence N 88°30'45" E, 1346.24 feet; thence S 01°30'17" E, 328.50 feet; thence S 88°30'45" W, 1351.08 feet to the West line of the said East 1/4; thence N 01°01'35" W, along said West line, 328.50 feet to the point of beginning, Columbia County, Florida. Containing 10.18 acres more or less. Subject to existing maintained road right of way along the West line thereof.

"AS IS" Residential Contract For Sale And Purchase

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

1* **PARTIES:** _____ **William Cupp** _____ ("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: **699 SW Old Lake City Ter** **High Springs** **32655**

8* (b) Located in: **Columbia** County, Florida. Property Tax ID #: **33-6S-17-09834-204**

9* (c) Real Property: The legal description is **+/- 18.43 acres and improvements; DB 1131 PG 2216**

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: **Window AC Units, Refrigerator, Built-In Microwave**

25 _____

26 **PURCHASE PRICE AND CLOSING**

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: **Springs Title, LLC**

34* Address: **13900 Tech City Cir Suite 409 Alachua, FL 32615** Phone: **(352)565-7800**

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* **June 24, 2025**, 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

Buyer's Initials _____ Page 1 of 13 Seller's Initials _____

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this Contract, the Closing shall occur on July 24, 2025 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

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

FINANCING

8. FINANCING:

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

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

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

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions 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"

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

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

(CHECK ONE):

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

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

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

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

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

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

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

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

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

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

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

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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 GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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 1st 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.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(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

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

- | | | |
|--|--|---|
| <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
Special Taxing District
Disclosure |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation
Rentals |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers
Broker Compensation |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> V. Sale of Buyer's Property | |
| <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
Control Line | | |

☒ Other: **AUCTION ADDENDUM
TO PURCHASE AND
SALE CONTRACT**

588 * 20. **ADDITIONAL TERMS:** Property is being sold as-is not subject to financing or inspections. 10% Buyer
589 Premium of \$ _____ has been added to final bid price of \$ _____ to arrive at the final contract
590 price of \$ _____.
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605 _____

606 **COUNTER-OFFER**

607 * ☐ Seller counters Buyer's offer.

608 **[The remainder of this page is intentionally left blank.**
609 **This Contract continues with Line 610 on Page 13 of 13.]**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

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

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

Buyer: _____	Date: _____
Buyer: _____	Date: _____
Seller: <u>William Cupp</u>	Date: _____
Seller: _____	Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

_____	_____
Cooperating Sales Associate, if any	Listing Sales Associate
_____	UNITED COUNTRY Smith & Associates Inc.
Cooperating Broker, if any	Listing Broker

Auction Addendum to Purchase and Sale Contract

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between William Cupp (Seller) and _____ (Buyer) concerning the Property located at 699 SW Old Lake City Ter, High Springs, FL 32655.

1. **Buyer Premium:** Buyer shall pay 10.000 % of the high bid price (hereinafter "Buyer Premium"). The Buyer Premium is in addition to the final high bid price and will be paid to the Auctioneer. The contract price is the high bid price plus the Buyer Premium.
2. **Financing:** Buyer will pay cash for the Property with **no** financing contingency.
3. **Closing Costs and Fees:** The parties will pay the following costs and fees:

Recording fees for the deed	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Satisfaction of mortgage and recording fees	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Documentary stamp taxes on the deed	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Owner's title policy	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Title search	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Tax search fee	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
4. **Property Inspection and Repair:** The inspection, repair and walk-through provisions of the Contract are deleted. **Buyer** agrees to accept the Property in "as is" condition. Unless agreed otherwise by **Buyer** and **Seller**, **Buyer** may perform only a visual inspection of the Property prior to the auction. **Seller** shall not be liable to make any repairs. If **Seller** has a copy of a home inspection report on the Property, **Seller** shall furnish **Buyer** with such copy within five days after Effective Date. **Buyer** shall not have a right to cancel the Contract pursuant to the results of the home inspection. **Seller** shall maintain the Property in the same condition from Effective Date until Closing except for normal wear and tear.

This addendum amends the above-referenced Contract between **Seller** and **Buyer**. All other non-conflicting provisions of that agreement remain in full force and effect.

<u>SELLER</u>	<u>DATE</u>	<u>SELLER</u>	<u>DATE</u>
William Cupp			

<u>BUYER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>
--------------	-------------	--------------	-------------

Flood Disclosure



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, WILLIAM CUPP, provides Buyer the following flood disclosure at or before the time the sales contract is executed.

Property address: 699 SW OLD LAKE CITY TER, HIGH SPRINGS, FL 32655

Seller, please check the applicable box in paragraphs (1) and (2) 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 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.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) 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:
- The overflow of inland or tidal waters.
 - The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - Sustained periods of standing water resulting from rainfall.

William Cupp

Seller: WILLIAM CUPP

Date: 5-22-25

Seller: _____

Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

Seller's Property Disclosure – Residential



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

Notice to Seller: Florida law¹ 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: 699 SW OLD LAKE CITY TER, HIGH SPRINGS, FL 32655 (the "Property")

The Property is ☒ Owner occupied ☐ tenant occupied ☐ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(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 checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: <u>TREE BROKE OFF FELL THROUGH ROOF in WASH ROOM AND no HEATING OR A/C</u>			
2. Termites; Other Wood-Destroying Organisms; Pests			
(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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>TREE BROKE OFF FELL THROUGH WASH ROOM AND no HEATING OR COOLING UNIT</u>			
3. Water Intrusion; Drainage; Flooding			
(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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: <u>RAIN damage in WASH ROOM FROM HOLE in ROOF</u>			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller WC (_____) and **Buyer** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4
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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well <input type="checkbox"/> other		<input checked="" type="checkbox"/>	
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>LOCATED BACK OF HOME N/EAST CORNER</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: <u>KITCHEN SINK FAUCET WAS LEAKING</u>			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>25</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: <u>ROOF LEAKING IN WASH ROOM</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller WJ and Buyer _____ acknowledge receipt of a copy of this page, which is Page 2 of 4
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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

Seller *KL* (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4
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- (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: William Cupp / WILLIAM CUPP
(signature) (print)

Date: 5-22-2025

Seller: _____ / _____
(signature) (print)

Date: _____

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

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer: _____ / _____
(signature) (print)

Date: _____

Seller W and Buyer _____ acknowledge receipt of a copy of this page, which is Page 4 of 4
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RE: PARCEL SPLIT for Parcel 33-6S-17-09834-204

From William Goodin <wgoodin@columbiacountyfla.com>

Date Tue 5/27/2025 10:52 AM

To Eddy Scott <eddy@ucsmith.com>; Neonta Anderson <nanderson@columbiacountyfla.com>

Both parcels would be permit-able and the original legal descriptions would be adequate for zoning department needs.

Louie Goodin
Columbia County Planner
386.754.7119

From: Eddy Scott <eddy@ucsmith.com>

Sent: Tuesday, May 27, 2025 10:48 AM

To: William Goodin <wgoodin@columbiacountyfla.com>; Neonta Anderson <nanderson@columbiacountyfla.com>

Subject: Re: PARCEL SPLIT for Parcel 33-6S-17-09834-204

Appreciate that. Two other questions.

If they are then can they be split and both be buildable, assuming all other LDR requirements like setbacks, are met?

Understand that a survey would be required for building permits or other improvements, but couldn't the split be accomplished using the original legal description of each lot separately without a survey?

Eddy Scott

From: William Goodin <wgoodin@columbiacountyfla.com>

Sent: Tuesday, May 27, 2025 9:35:30 AM

To: Neonta Anderson <nanderson@columbiacountyfla.com>

Cc: Eddy Scott <eddy@ucsmith.com>

Subject: RE: PARCEL SPLIT for Parcel 33-6S-17-09834-204

See attached for the proof of 2 parcels originally.

A survey will be needed to substantiate that new parcels are identical to original parcels D and E of Rumph Acres

Louie Goodin
Columbia County Planner
386.754.7119

From: Eddy Scott <eddy@ucsmith.com> **Sent:** Sunday, May 25, 2025 2:56 PM

To: Columbia County Building and Zoning Info <bldginfo@columbiacountyfla.com>

Subject: PARCEL SPLIT for Parcel 33-6S-17-09834-204

Mr. Crews,

I'm the Realtor for the owner and currently have this property up for sale via Auction. The address is 699 SW Old Lake City Ave, High Springs. Attached are the property card, the original deed as far as I can tell, and the Subdivision Platt info (No plat map just a list of lots).

Parcel 33-6S-17-09834-204 is in Rump Farms an unrecorded S/D and consists of Prcl. "D" (8.30 Acres) original parcel # 33-6s-17-09834-154 & Prcl. "E" (10.13 Acres) original parcel # 33-6s-17-09834-155

The owner has indicated he was told in the past it could be split apart again as it was two parcels originally. I believe he's right and I'm trying to confirm this in writing if I can so I can pass the info along to any potential buyers.

We aren't trying to split it at this time, we just want to know if it could be. If there's a form that needs to be filled out or a fee that needs to be paid, please let me know.

Appreciate your help.

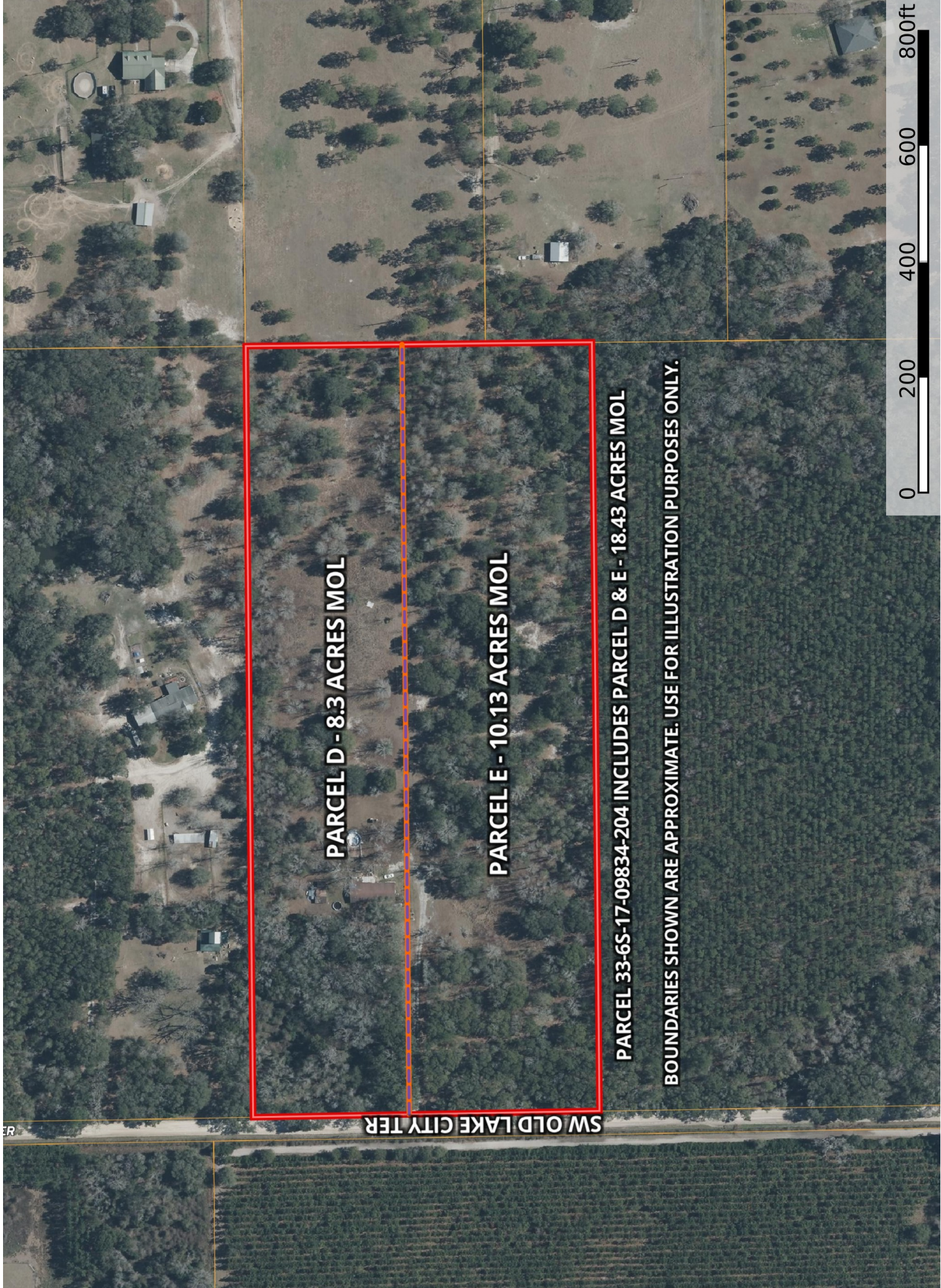
Thanks!

Eddy Scott

352-443-4917

eddy@ucsmith.com

eddyscottrealtor.com



PARCEL D - 8.3 ACRES MOL

PARCEL E - 10.13 ACRES MOL

PARCEL 33-6S-17-09834-204 INCLUDES PARCEL D & E - 18.43 ACRES MOL

BOUNDARIES SHOWN ARE APPROXIMATE. USE FOR ILLUSTRATION PURPOSES ONLY.

0 200

400

600

800ft

ER

SW OLD LAKE CITY TER