

## 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 Lanier and Tiffany Watson

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

AUCTION DATE - Tuesday, August 26th, 2025 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the "SOFT CLOSE".

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

### OFFERING -

## Legally described as:

19 13 12 LOT 292 SUWANNEE SHORES ADD 2 ORB 33 P 164 ORB 193 P 594 ORB 206 P 653 ORB 316 P 679 ORB 367 P 456 ORB 543 P 712 ORB 629 P 316 1959 MAGNOLIS MH 53X10

Address: 65 SE 236 St Suwannee, FL 32692

- Online Bidding Open NOW
- Online Bidding Closes on Tuesday, August 26<sup>th</sup>, 2025 at 3 PM (EST)

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

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

## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) Bidding Registration: Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact Christie Sharp Reed at (352) 507-2556 or by email at <a href="mailto:bradsmith@ucsmith.com">bradsmith@ucsmith.com</a>. 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).
- 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 <u>\$5,000</u> non-refundable deposit / down payment 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 **Friday, September 26**<sup>th</sup>, **2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) Easements: The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and

- subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 18) **Broker Referral Fee:** A Broker Referral Fee of 1.5% (of the High Bid Price) is offered to FL State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to <a href="mailto:bradsmith@ucsmith.com">bradsmith@ucsmith.com</a>. 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

Firm State License #'s

Florida Real Estate Firm License # BO2007205



## Aerial

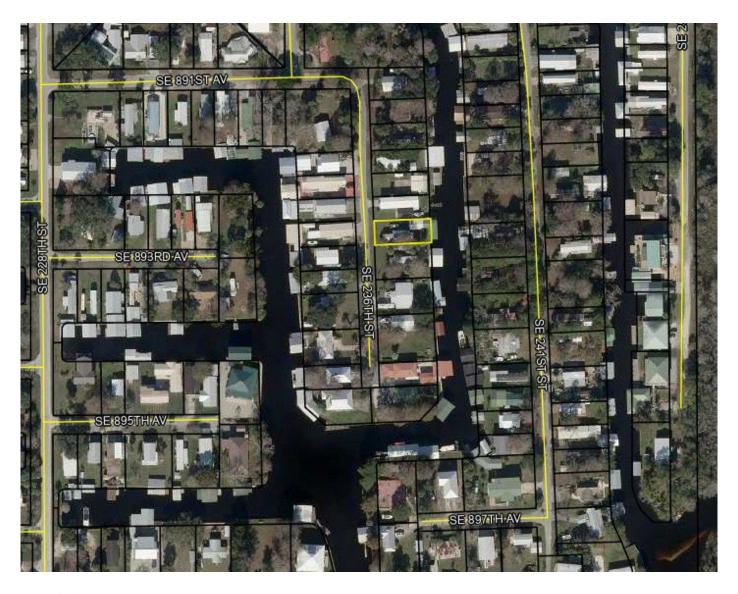
## **Auction Services**



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



## **Auction Services**



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



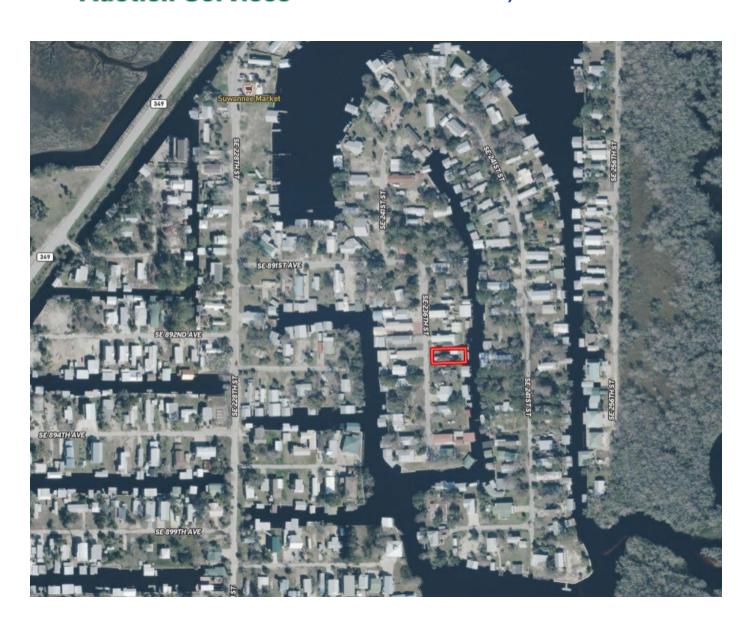
# Wetlands

## **Auction Services**





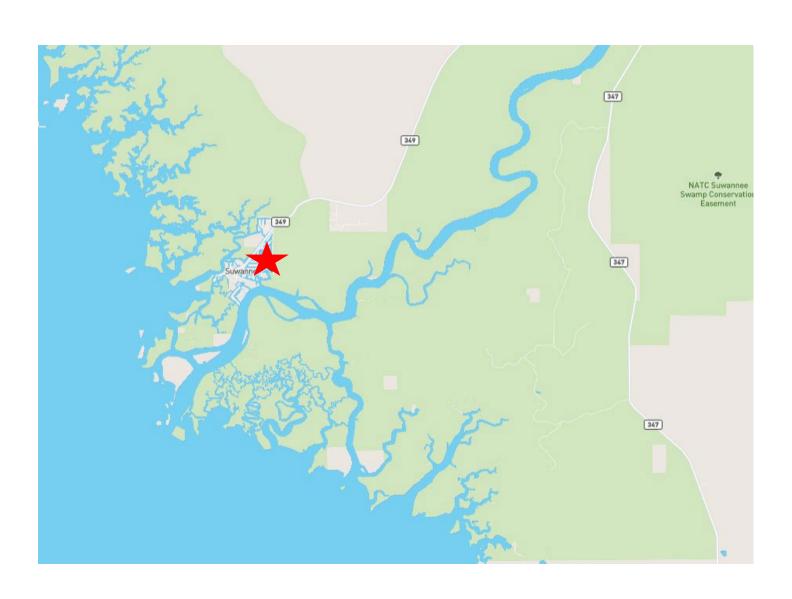
65 SE 236 St. **Auction Services** Suwannee, FL 32692

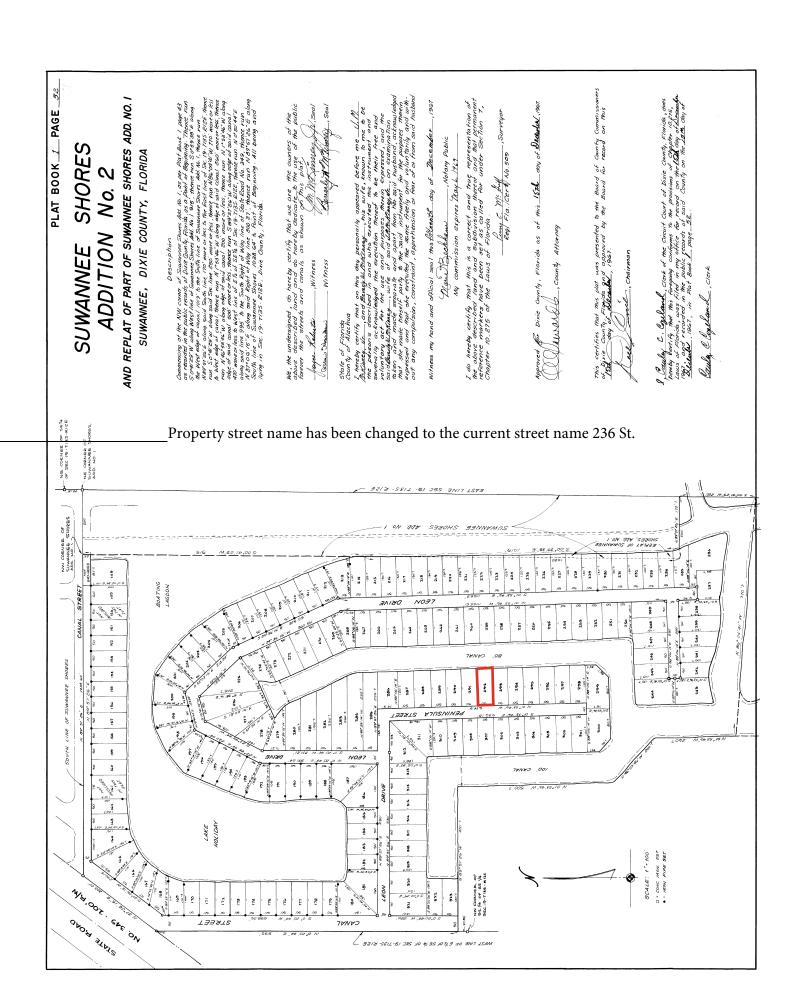


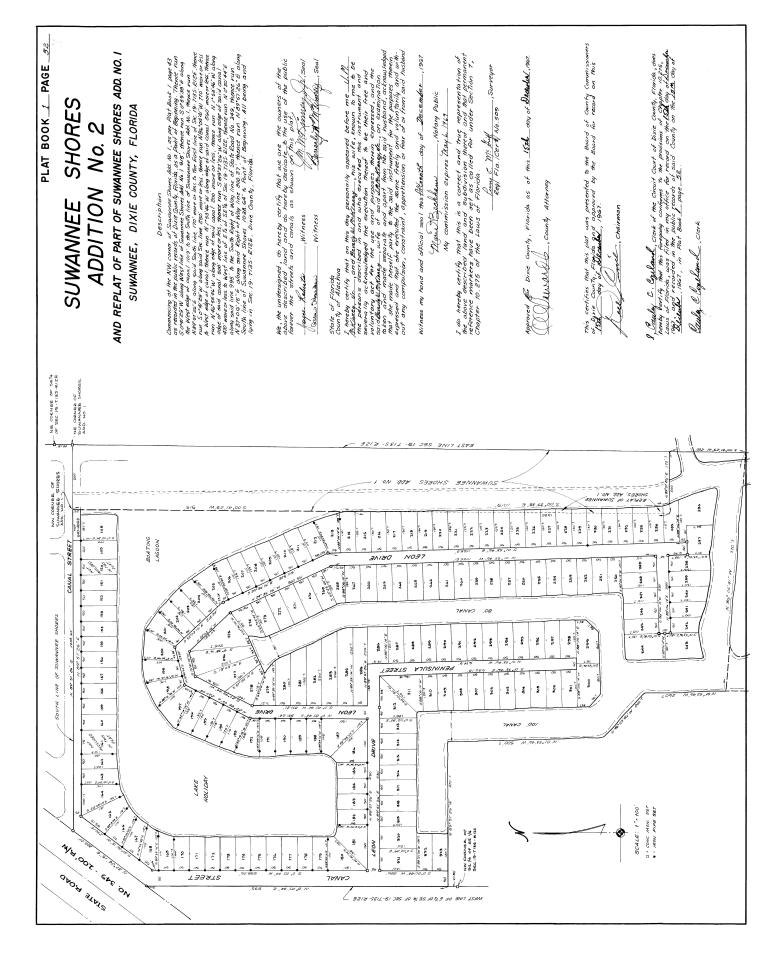


## Country Location

65 SE 236 St. Suwannee, FL 32692







## Dixie County, FL

### Summary

Parcel ID 19-13-12-2994-0002-2920

 Account Number
 70

 Property Address
 65 SE 236 ST

 Sec/Twp/Rng
 19-13-12

Legal Description 19 13 12 LOT 292 SUWANNEE SHORES ADD 2 ORB 33 P 164 ORB 193 P 594 ORB 206 P 653 ORB 316 P 679 ORB 367 P 456 ORB 543 P 712 ORB 629 P

316 1959 MAGNOLIS MH 53X10

(Note: Not to be used on legal documents)

Acres 0.141 Land Use VAC RES

Millage Group UNINCORPORATED (01)

Millage Rate 19.1566 Neighborhood (2994)

Code

Homestead N

#### **Owners**

Owner

Lanier William Eric Watson Tiffany 7935 SW 122nd Street Gainesville, FL 32608

### **Valuation**

	2024	2023	2022	2021
+ Land Value Market Value	\$72,300	\$72,300	\$61,900	\$53,600
+ Building Value	\$36,300	\$32,400	\$27,100	\$21,600
+ Yard Items	\$18,100	\$18,100	\$18,100	\$18,100
+ Agricultural Credit	\$0	\$0	\$0	\$0
= Total Just or Market Value	\$126,700	\$122,800	\$107,100	\$93,300
= Classified Use or Assessed Value	\$126,700	\$122,800	\$107,100	\$93,300
Capped Differential	\$0	\$0	\$0	\$0
= Taxable Total Value Before Exemptions	\$124,182	\$112,893	\$102,630	\$93,300
- School Exemptions	\$0	\$0	\$0	\$0
= School Taxable Value	\$126,700	\$122,800	\$107,100	\$93,300
- Additional Non School Exemptions	\$0	\$0	\$0	\$0
= Total Non School Taxable Value	\$124,182	\$112,893	\$102,630	\$93,300

#### Land

Land Use	Number of Units	Unit Type
VAC RES (0000)	50.00	FRONT FEET

## Yard Items

Card	Туре	Quantity	Units	Year Built
1	(BHCC)	1	80	1995
1	(DU2)	1	21X30	1980
1	(BOAT)	1	12X26	2001
1	(BOAT)	1	14X24	2001
1	(DU1)	1	7X9	2001
1	(BDOC)	1	10X14	2001
1	(WALK)	1	3.5X37	2001
1	(GRN)	1	1	1977
1	(POLE)	1	1	1995

#### Sales

Sale Date	Sale Price	Legal Reference	Grantor	Deed Type	N.A.L. Code
6/21/2024	\$155,000.00	629-316	CHRISTIE, JULIAN W JR	WARRANTY (WD)	03
2/24/2020	\$110,000.00	543-712	DALLAS-SWANN,SUSAN	WARRANTY (WD)	01
3/21/2007	\$100.00	367-456	DALLAS-SWANN,SUSAN	WARRANTY (WD)	16
11/4/2004	\$185,000.00	316-679	RAGLAND, MICHEAL A &	WARRANTY (WD)	01
11/1/1996	\$35,000.00	206/653	UNKNOWN	WARRANTY (WD)	11

Dixie County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

| <u>User Privacy Policy</u> | <u>GDPR Privacy Notice</u> <u>Last Data Upload: 7/16/2025, 8:44:44 PM</u> Contact Us

Developed by

SCHNEIDER

GEOSPATIAL

Inst. Number: 202415002657 Book: 629 Page: 316 Page 1 of 2 Date: 6/26/2024 Time: 2:58 PM

Barbie Higginbotham Clerk of Courts, Dixie County, Florida Doc Deed: 1,085.00



Inst: 202415002657 Date: 06/26/2024 Time: 2:58PM

Page 1 of 2 B: 629 P: 316, Barbie Higginbotham, Clerk of Court J

County, By: KH

Deputy ClerkDoc Stamp-Deed: 1085.00

Prepared by and return to: JAMES F. GRAY, ESQ. JAMES F. GRAY, P.A. 3615 B NW 13th Street Gainesville, FL 32609 352-371-6303

File Number: WATSON 24

Parcel Identification No. 19-13-12-299-002-2920

[Space Above This Line For Recording Data]

## Warranty Deed (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 21st day of June, 2024 between JULIAN W. CHRISTIE, JR. and CONNIE T. CHRISTIE, husband and wife whose post office address is 373 SW Randall Terrace, Lake City, FL 32024 of the County of Columbia, State of Florida, grantor\*, and WILLIAM ERIC LANIER and TIFFANY WATSON, husband and wife whose post office address is 7935 SW 122nd Street, Gainesville, FL 32608 of the County of Alachua, State of Florida, grantee\*,

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

Lot 292, Suwannee Shores Addition No. 2, according to the Plat thereof filed in Plat Book 1. Page 52, Public Records of Dixie County, Florida.

Together with 1959 MAG 10 x 53 Mobile Home bearing S/N #M2537739

Subject to taxes for 2024 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Inst. Number: 202415002657 Book: 629 Page: 317 Page 2 of 2 Date: 6/26/2024 Time: 2:58 PM

Barbie Higginbotham Clerk of Courts, Dixie County, Florida Doc Deed: 1,085.00

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

Signed, sealed and delivered in our presence:

Witness Name Tomas F/Ba

Witness Address: 3615-B NW 13th Street

Gainesville, FL 32609

Witness Name: Device A. Ga

Witness Address: 3615-B NW 13th Street

Gainesville, FL 32609

CONNIE T. CHRISTIE

State of Florida

County of Alachua

The foregoing instrument was acknowledged before me by means of [X] physical presence or [\_] online notarization, this 21st day of June, 2024 by JULIAN W. CHRISTIE, JR. and CONNIE T. CHRISTIE, who [\_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

DEIRDRE A. GRAY
Notary Public
State of Florida
Comm# HH363684
Expires 5/2/2027

Printed Name: DEIRDRE A. GRAY

My Commission Expires:

MAY 2, 2027

(Seal)

(Seal)





1.	Sale and Purchase ("Contract"): William Lanier & Tiffany Watson ("Seller") and	
	("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below t described as:  Address: 65 SE 236 St., Suwannee, FL 32692	he property ("Property"
	Legal Description:	
	19 13 12 LOT 292 SUWANNEE SHORES ADD 2 ORB 33 P 164 ORB 193 P 594 ORB 206 P 653	
	ORB 316 P 679 ORB 367 P 456 ORB 543 P 712 ORB 629 P 316 1959 MAGNOLIS MH 53X10	
	SEC/TWP //RNG of _Suwannee County, Florida. Real Property ID No.: including all improvements existing on the Property and the following additional property: _	
2.	Purchase Price: (U.S. currency)	\$
	Escrow Agent's Contact Person:	
	Escrow Agent's Address: 13900 Tech City Cir, Suite 409 Alachua, FL 32615	
	Escrow Agent's Phone: (352) 565-7800	
	Escrow Agent's Email:	-
	(a) Initial deposit (\$0 if left blank) (Check if applicable)	
	☐ accompanies offer ☐ will be delivered to Escrow Agent within days (3 days if left blank)	
	after Effective Date	\$ 5,000
	(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)	-
	☐ within days (10 days if left blank) after Effective Date	ф
	□ within days (3 days if left blank) after expiration of Due Diligence Period (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)	\$
	(d) Other:	\$
	(e) Balance to close (not including <b>Buyer's</b> closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds	
	(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specific or other other other).	ecify):
	prorating areas of less than a full unit. The purchase price will be \$ calculation of total area of the Property as certified to <b>Seller</b> and <b>Buyer</b> by a Florida lice accordance with Paragraph 8(c). The following rights of way and other areas will be excalculation:	ensed surveyor in
3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and delivered to all parties on or beforeAuguest 27th, 2025, this offer will be withdrawn an any, will be returned. The time for acceptance of any counter-offer will be 3 days after the delivered. The "Effective Date" of this Contract is the date on which the last one of the has signed or initialed and delivered this offer or the final counter-offer.	d <b>Buyer's</b> deposit, if ate the counter-offer is
4.	Closing Date: This transaction will close on September 26th, 2025 ("Closing Date"), unleastended by other provisions of this Contract. The Closing Date will prevail over all other time but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suthis transaction does not close for any reason, Buyer will immediately return all Seller proviother items.	ne periods including, s on a Saturday, of the next business e to obtain property ispension is lifted. If
5.	<b>Extension of Closing Date:</b> If Paragraph 6(b) is checked and Closing Funds from Buyer's available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure	
	yer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.	©2024 Florida Realtors®

53 54		("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
55 56 * 57 * 58 * 59 * 60 61 62 63	6.	(a) ■ Buyer will pay cash for the Property with no financing contingency.  (b) □ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.
64 65 66 67 68 69 70 71 72		<ul> <li>(1) □ New Financing: Buyer will secure a commitment for new third party financing for \$</li></ul>
73 74 75 76 77 78 79 80 81 82 * 83 *		The mortgage, note, and any security agreement will be in a form acceptable to <b>Seller</b> and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if <b>Buyer</b> defaults; will give <b>Buyer</b> the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require <b>Buyer</b> to keep liability insurance on the Property, with <b>Seller</b> as additional named insured. <b>Buyer</b> authorizes <b>Seller</b> to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. <b>Seller</b> will, within 10 days after Effective Date, give <b>Buyer</b> written notice of whether or not <b>Seller</b> will make the loan.  (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
84 * 85 * 86 * 87 * 88 89 * 90 * 91 92		LN# in the approximate amount of \$ currently payable at \$ per month, including principal, interest, □ taxes and insurance, and having a □ fixed □ other (describe) interest rate of % which □ will □ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. <b>Buyer</b> will purchase <b>Seller's</b> escrow account dollar for dollar. If the interest rate upon transfer exceeds % or the assumption/transfer fee exceeds \$ , either party may elect to pay the excess, failing which this Contract will terminate; and <b>Buyer's</b> deposit(s) will be returned. If the lender disapproves <b>Buyer</b> , this Contract will terminate; and <b>Buyer's</b> deposit(s) will be returned.
93 <b>*</b> 94 <b>*</b>	7.	<b>Assignability:</b> (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.
95 96 97 98 99 100 101 102 103 104 105 106 107 108	8.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ★ statutory warranty deed □ special warranty deed □ other (specify)
		ver () () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages.  ©2024 Florida Realtors®

109			amount of the purchase price for fee simple title subject only to the exceptions stated above. If <b>Buyer</b> is
110			paying for the owner's title insurance policy and <b>Seller</b> has an owner's policy, <b>Seller</b> will deliver a copy to
111			Buyer within 15 days after Effective Date.
112 *			(2) □ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
113			existing firm. However, if such an abstract is not available to <b>Seller</b> , then a prior owner's title policy
114			acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115			include copies of all policy exceptions and an update in a format acceptable to <b>Buyer</b> from the policy
116			effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
117			recited in the prior policy and in the update. If such an abstract or prior policy is not available to <b>Seller</b> ,
118			then (1) above will be the title evidence.
119 *		(b)	<b>Title Examination:</b> After receipt of the title evidence, <b>Buyer</b> will, within days (10 days if left blank) but
120			no later than Closing Date, deliver written notice to <b>Seller</b> of title defects. Title will be deemed acceptable to
121			Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller
122 *			cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123			defects are cured within the Cure Period, closing will occur within 10 days after receipt by <b>Buyer</b> of notice of
124			such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within
125			the Cure Period. If the defects are not cured within the Cure Period, <b>Buyer</b> will have 10 days after receipt of
126			notice of <b>Seller's</b> inability to cure the defects to elect whether to terminate this Contract or accept title subject
127			to existing defects and close the transaction without reduction in purchase price.
128		(c)	Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
129		` '	<b>Seller</b> , within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130			encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131			restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132			title defect and <b>Seller's</b> and <b>Buyer's</b> obligations will be determined in accordance with Paragraph 8(b).
133		(d)	Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
134	9.		operty Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
135	٠.		nditions resulting from <b>Buyer's</b> Inspections and casualty damage, if any, excepted. <b>Seller</b> will not engage in or
136			mit any activity that would materially alter the Property's condition without the <b>Buyer's</b> prior written consent.
137			Inspections: (Check (1) or (2))
138 *		(~)	(1) Due Diligence Period: Buyer will, at Buyer's expense and within days (30 days if left blank)
139			("Due Diligence Period") after Effective Date and in <b>Buyer's</b> sole and absolute discretion, determine
140			whether the Property is suitable for <b>Buyer's</b> intended use. During the Due Diligence Period, <b>Buyer</b> may
141			conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142			("Inspections") that <b>Buyer</b> deems necessary to determine to <b>Buyer's</b> satisfaction the Property's
143			engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144			statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145			local, state, and regional growth management plans; availability of permits, government approvals, and
146			licenses; and other inspections that <b>Buyer</b> deems appropriate. If the Property must be rezoned, <b>Buyer</b> will
147			obtain the rezoning from the appropriate government agencies. <b>Seller</b> will sign all documents <b>Buyer</b> is
148			required to file in connection with development or rezoning approvals. <b>Seller</b> gives <b>Buyer</b> , its agents,
149			contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
150			purpose of conducting Inspections, provided, however, that <b>Buyer</b> , its agents, contractors, and assigns
151			enter the Property and conduct Inspections at their own risk. <b>Buyer</b> will indemnify and hold <b>Seller</b>
152			harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153			expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
154			person, arising from the conduct of any and all Inspections or any work authorized by <b>Buyer</b> . <b>Buyer</b> will
155			not engage in any activity that could result in a construction lien being filed against the Property without
156			Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair
157			all damages to the Property resulting from the Inspections and return the Property to the condition it was in
158			before conducting the Inspections and (ii) release to <b>Seller</b> all reports and other work generated as a
159			result of the Inspections.
			·
160			Before expiration of the Due Diligence Period, <b>Buyer</b> must deliver written notice to <b>Seller</b> of <b>Buyer's</b>
161			determination of whether or not the Property is acceptable. <b>Buyer's</b> failure to comply with this notice
162			requirement will constitute acceptance of the Property as suitable for <b>Buyer's</b> intended use in its "as is"
163			condition. If the Property is unacceptable to <b>Buyer</b> and written notice of this fact is timely delivered to
164			<b>Seller</b> , this Contract will be deemed terminated, and <b>Buyer's</b> deposit(s) will be returned.
	D	·o- ′	) ( ) and Caller ( ) ( ) asknowledge receipt of a convertible name which is 2 of 2 or and
	Buy VAC	er (_ -14xx	) () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages. x Rev 8/24 Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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- (2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on Buyer conducting any further investigations.
- (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053. Florida Statutes, Seller will provide Buver with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
  - Buyer waives the right to receive a CCCL affidavit or survey.
- 10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
  - (a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other:

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other:

- (c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, 

  Seller 

  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (	) (	) and Seller (	_) (	) acknowledge	receipt of a	a copy of this	page, v	vhich is 4 of 8	3 pages.
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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER 223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE 224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer (	_) ()	and Seller (_	) ()	acknowledge receipt of a copy of this page, which is 5 of 8 pages.	
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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be 277 liable for the full amount of the brokerage fee. 278

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- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
- 17. Attorney's Fees; Costs: 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.
- 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges 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 government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
- 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to be

fees as specified in separate brokerage agreemen Brokers, except to the extent Broker has retained sused to modify any offer of compensation made by	nts with the parties and cooperative agree such fees from the escrowed funds. This	ments between the Paragraph will not l
Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.	
Buyer () () and Seller () () acknowledge rece VAC-14xxx Rev 8/24	eipt of a copy of this page, which is 6 of 8 pages.	©2024 Florida Realtors® Auction Forms

329* 330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331 332* 333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334	UNITED COUNTRY Smith & Associates Inc.	<b>Luyer o</b> caree / resessate r meme r tamber
335* 336	Listing Brokerage 934 E Wade St	Buyer's Brokerage
337 338	Trenton, FL 32693-3327	
339*	Listing Brokerage Address	Buyer's Brokerage Address
340 341 342 343	<ul> <li>22. Addenda: The following additional terms are (Check if applicable):</li> <li>□ A. Back-up Contract</li> <li>□ B. Kick Out Clause</li> <li>□ C. Other</li> </ul>	included in the attached addenda and incorporated into this Contract
345*	23. Additional Terms:	
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347 348		
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360 361	COUN	TER-OFFER/REJECTION
362* 363 364*	<ul> <li>□ Seller counters Buyer's offer (to accept the coudeliver a copy of the acceptance to Seller).</li> <li>□ Seller rejects Buyer's offer</li> </ul>	nter-offer, Buyer must sign or initial the counter-offered terms and
365	[The remainder	of this page is intentionally left blank.
366	This Contract co	ontinues with Line 367 on Page 8 of 8.]

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before 368 signing. ATTENTION: SELLER AND BUYER 369 CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 370 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers 371 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian 372 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the 373 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property 374 in violation of the Act. 375 At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. 376 377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act. 378 379\* Print name: 380\* \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: 381\* Print name: 382\* **Buyer's** address for purpose of notice: 383 384\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ 385\* Seller: \_\_\_\_ \_\_\_\_\_ Date: \_\_\_\_\_ 386\* Print name: William Lanier 387\* \_\_\_\_\_ Date: \_\_\_\_\_ Seller: 388\*\* Print name: Tiffany Watson 389\* **Seller's** address for purpose of notice: 390 Address: 391\* \_\_\_\_Email: \_\_\_\_ \_\_\_\_ Fax: \_\_\_\_ 392\* Phone:

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## **Flood Disclosure**



	William Lanier, Tiffany Watson , provides Buyer the following
	or before the time the sales contract is executed.
Property address:	65 SE 236 St, Suwannee, FL 32692
Seller, please ched	ck the applicable box in paragraphs (1) and (2) below.
	FLOOD DISCLOSURE
	Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is cuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.
including, (2) Seller □ l	has not filed a claim with an insurance provider relating to flood damage on the property, but not limited to, a claim with the National Flood Insurance Program.  has not received federal assistance for flood damage to the property, including, but not limited need from the Federal Emergency Management Agency.
complete i a. Th b. Th	rposes of this disclosure, the term "flooding" means a general or temporary condition of partial or inundation of the property caused by any of the following: ne overflow of inland or tidal waters. ne unusual and rapid accumulation of runoff or surface waters from any established water source, such a river, stream, or drainage ditch.
	ustained periods of standing water resulting from rainfall.
c. Su	ustained periods of standing water resulting from rainfall.
	ustained periods of standing water resulting from rainfall.

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## 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:  The Property is owner occupied tenant occupied unoccupied (If unoccupied, ho	w long has it	_(the "Pr	roperty")
occupied the Property?	W long nas it	DOON SIIN	Don't
	Yes	No	Know
1. Structures; Systems; Appliances			
(a) Are the structures, including ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?			V
(b) Is seawall, if any, and dockage, if any, structurally sound?			~
(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?			
(d) Does the Property have aluminum wiring other than the primary service line?			V
(e) Are any of the appliances leased? If yes, which ones:		30	
(f) If any answer to questions 1(a) - 1(c) is no, please explain:		7	
<ul> <li>2. Termites; Other Wood-Destroying Organisms; Pests</li> <li>(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?</li> <li>(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?</li> <li>(c) If any answer to questions 2(a) - 2(b) is yes, please explain:</li> </ul>	<b>A</b>		
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	$\times$		
(b) Have past or present drainage or flooding problems affected the Property?	×		
(c) Is any of the Property located in a special flood hazard area?	$\sim$		<b>V</b>
(d) Is any of the Property located seaward of the coastal construction control line?			V
(e) Does your lender require flood insurance?		X	300
(f) Do you have an elevation certificate? If yes, please attach a copy.		$\sim$	
(g) If any answer to questions 3(a) - 3(d) is yes, please explain:			
1 Johnson v. Davis, A80 So.2d 625 (Fla. 1985).  Seller ( ) ( ) and Buyer ( ) acknowledge receipt of a copy of this page, which is Pag SPDR-2 Rev 9/16	je 1 of 5.	Florida RF <i>l</i>	AI TORSA

Fax: 352-493-0222

4	Dhumbian	Yes	No	Know Know
4,	<ul> <li>(a) What is your drinking water source? ∑ public private well other</li> <li>(b) Have you ever had a problem with the quality, supply, or flow of potable water?</li> <li>(c) Do you have a water treatment system?</li> <li>If yes, is it owned leased?</li> </ul>	=	<u>.</u>	<u>×</u>
	(d) Do you have a sewer or septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system, describe the location of each system: Septic system? If septic system? If septic system is septic system? If septic system is septic system? If septic system			×
	<ul> <li>(f) Have there been any plumbing leaks since you have owned the Property?</li> <li>(g) Are any polybutylene pipes on the Property?</li> <li>(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain:</li> </ul>		<del>X</del>	
5.	Roof and Roof-Related Items  (a) To your knowledge, is the roof structurally sound and free of leaks?   (b) The age of the roof is years OR date installed		×	
	(c) Has the roof ever leaked during your ownership?		×	
	(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?		X	
	If yes, please explain:  (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:	X		
6.	Pools; Hot Tubs; Spas  Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.  (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of			
	completion on or after October 1, 2000, indicate the existing safety feature(s):  enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none  (b) Has an in-ground pool on the Property been demolished and/or filled?	_	7	
	enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none (b) Has an in-ground pool on the Property been demolished and/or filled?	_	7	
7.	enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none  (b) Has an in-ground pool on the Property been demolished and/or filled?  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	_	X XXX	

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		V	N	Don't
0	Hamanymore! Appeniation Postnistioner Boundaries: Assess Boards	<u>Yes</u>	<u>No</u>	<u>Know</u>
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.)  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			<u>×</u>
	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?			<del>\</del>
	(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?		X	,-
	(d) Are there any encroachments on the Property or any encroachments by the			
	Property's improvements on other lands?		X	4
	(e) Are there boundary line disputes or easements affecting the Property?		X	
	(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)?		Y	
	(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes,		/~	
	been severed from the Property?		X	
	If yes, is there a right of entry? yes no		7	
	(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.			M	
	(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.		$\triangle$	
	(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		10	
	soil or water?		$\geq$	
	(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?		X	
	(d) Are any mangroves, archeological sites, or other environmentally sensitive areas		10	
	located on the Property?		X	
	(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		1	
	affecting the Property?		<u>×</u>	
	(b) Are you aware of any existing or proposed municipal or county special		5	
	assessments affecting the Property?  (c) 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?		X	
	(d) Have you ever had any claims filed against your homeowner's		11	
	Insurance policy?		X	
	(e) Are there any zoning violations or nonconforming uses?		$\sim$	
_	AD al	- 4-		
	ler ( ) and Buyer ( ) acknowledge receipt of a copy of this page, which is Page	3 of 5 @2016 ⊑	lorida REA	I TORS@
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(f) Are there any zoning restrictions the Property?	affecting improvements or replacement of	_ 🗷 🔀	1
	nistrative regulations conflict with the existing	>	2
(h) Do any restrictions, other than as	ssociation or flood area requirements, affect		_
improvements or replacement of		<u>X</u>	/
(i) Are any improvements located by (i) Have any improvements been co	elow the base flood elevation? onstructed in violation of applicable local		
flood guidelines?			
	roperty, whether by your or by others, been g codes or without necessary permits?	×	
	he Property that have not been closed by		_
a final inspection?	when a regarding any type corded liene, and	_ × _	_
	pliance regarding any unrecorded liens; code nmental, building, environmental and safety		
codes, restrictions or requiremen	its?	<u> </u>	
(n) If any answer to questions 10(a)	- 10(m) is yes, please explain:	_	
		_	
11. Foreign Investment in Real Proper			
<ul><li>(a) Is the Seller subject to FIRPTA w of the Internal Revenue Code?</li></ul>	Athholding per Section 1445	X	
	seek legal and tax advice regarding complia	nce.	
12. (If checked) Other Matters; A	Additional Comments: The attached addendun	a containa additional informatio	
explanation, or comments.	dultonal comments. The attached addendum	n contains additional information	/11,
	ovided on this form and any attachments is acc		
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Seller ( ) and Buyer ( ) acknowledge receipt of a copy of this page, which is Page 4 of 5

SPDR-2 Rev 9/16

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## Seller's Update

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