



**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 – Ryan Peters

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

AUCTION DATE – Friday, October 10th, 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:

- 1) +/- 0.38 ac & Improvements; Parcel ID: 33-06S-14E-04442-000200; Leg Lot 20 Joel Adams Suw River Cove

Address: 8721 288th St., Branford, FL 32008

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, October 10th, 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 **Mat Gallimore at (540) 239-2585 or by email at gallimore.matt@gmail.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 Associate Broker Candice Land at (386) 590-1373.
- 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to **Suwannee Valley Title Services** 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.

Suwannee Valley Title Services; 120 E Howard St, Live Oak, FL 32064; (386) 362-6650

- 9) **Closing:** Closing shall be on or before **Monday, November 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

Firm State License #'s

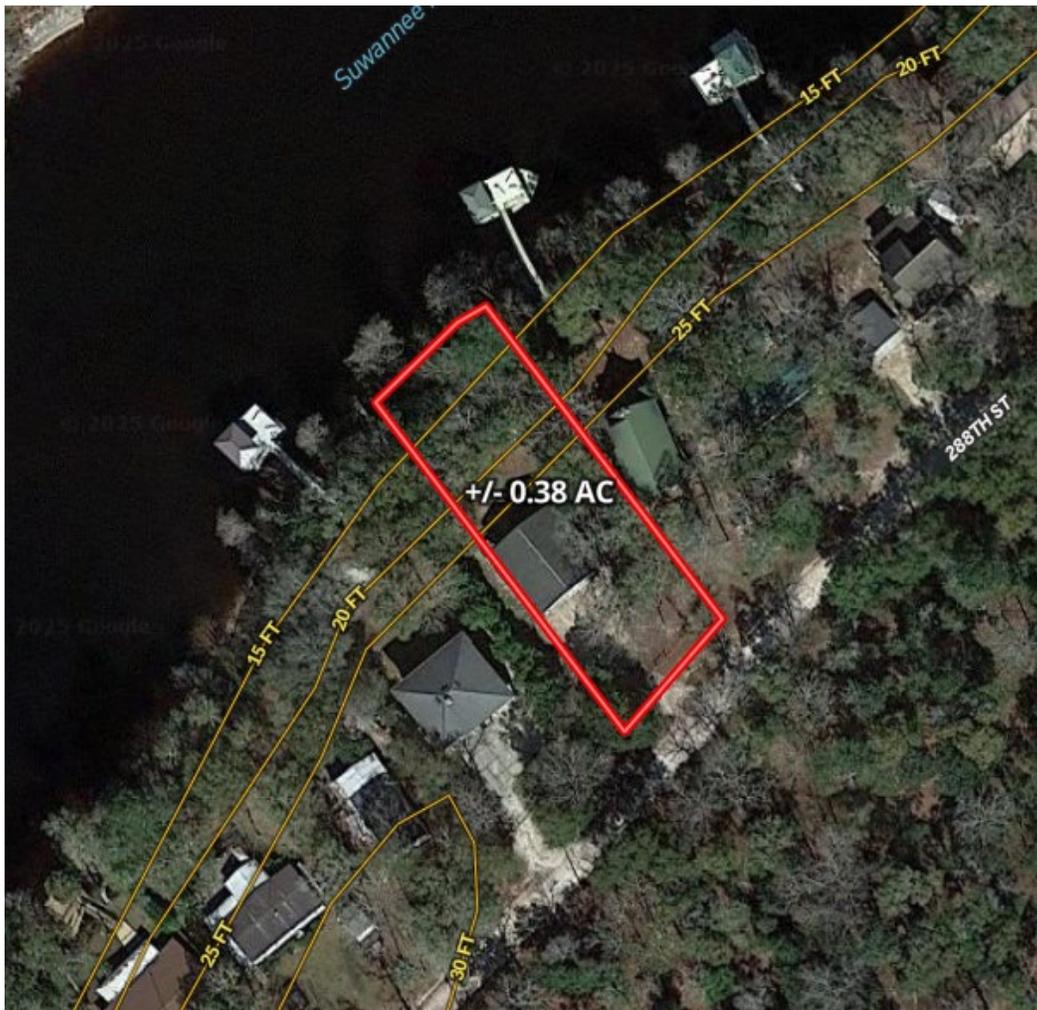
Florida Real Estate Firm License # BO2007205

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. ****



Wetlands

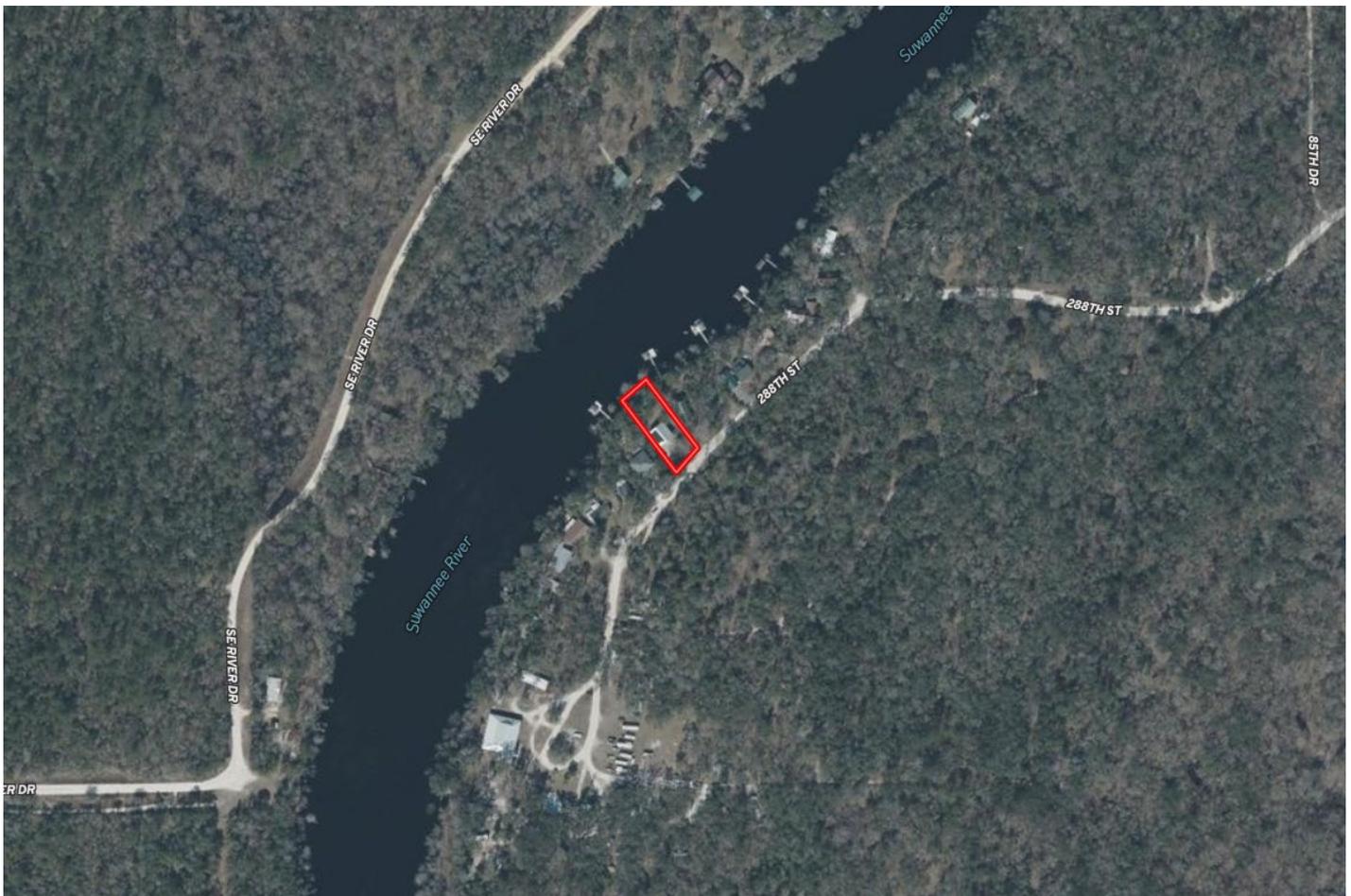
Auction Services





Neighborhood

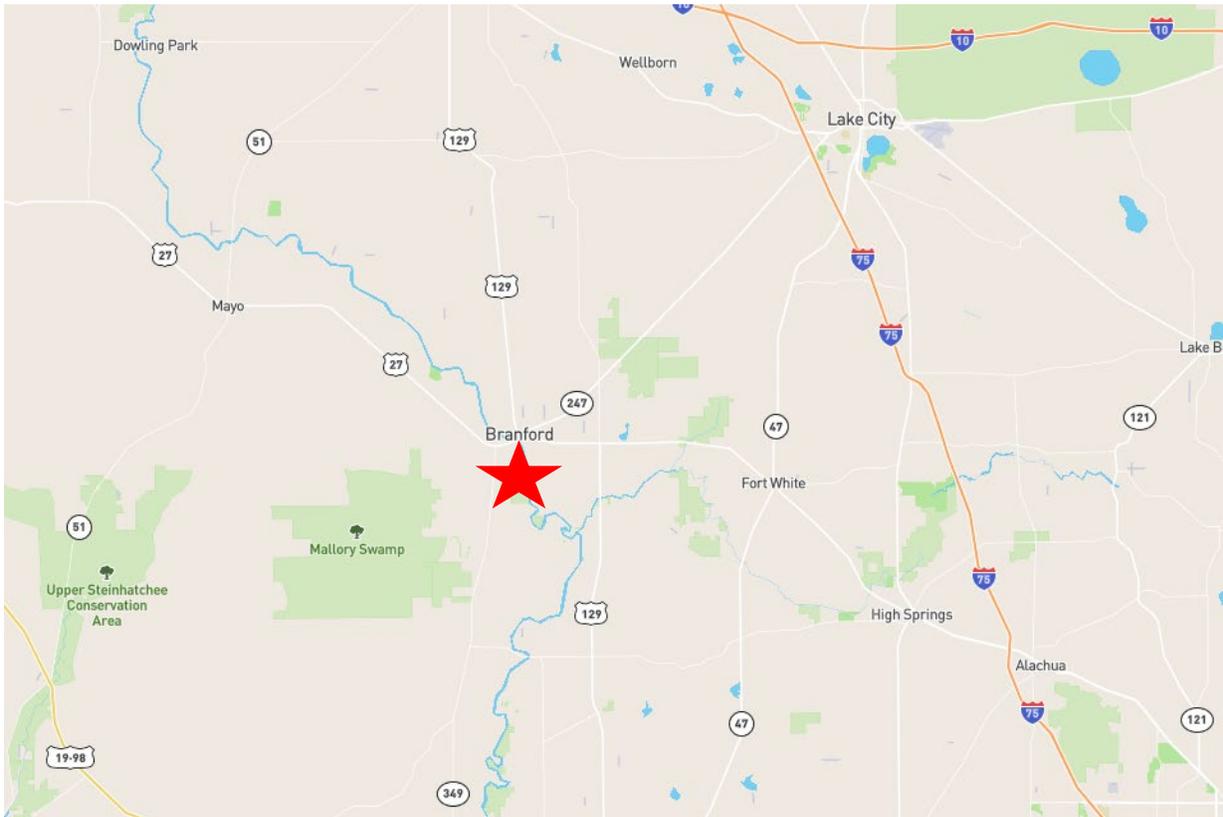
8721 288th St.,
Branford, FL 32008





Location

8721 288th St.,
Branford, FL 32008



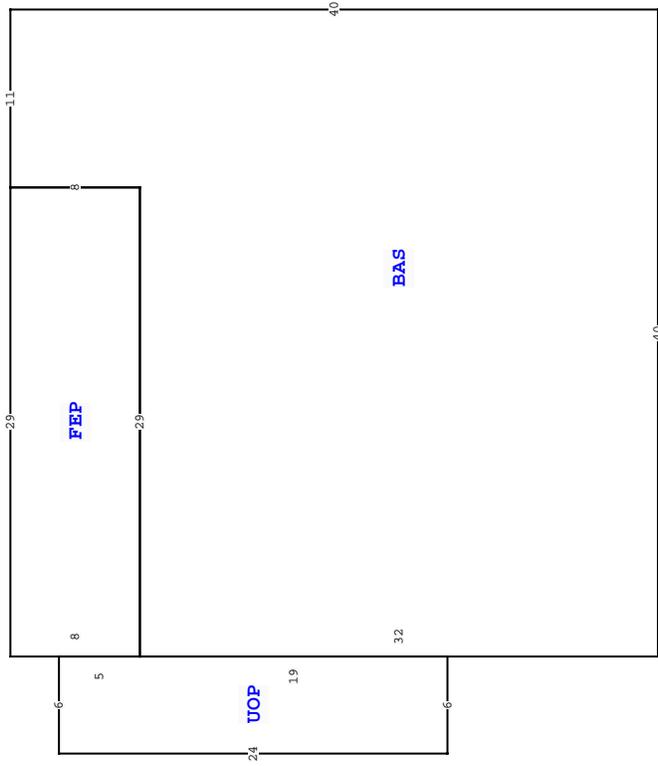
SUWANNEE COUNTY PROPERTY VALUATION SUMMARY PAGE 1 of 1

JUST VALUE LAND	24,000
CV VALUE LAND	24,000
EXTRA FEATURES	264,667
BUILD VALUE	289,345
TOTAL JV ASSMT	289,345
TOTAL CV ASSMT	289,345
CAP VALUE	0
UNCAP VALUE	227,791
CAP TOTAL	227,791
LESS EXEMPTIONS	0
TAXABLE VALUE	227,791
PREVIOUS YEAR MKT VALUE	287,896

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT	NORM	% COND
0102	01	1,856	131.2500	147.00	272,832	2001	2021	0	0	3.00	97.00

1 S/F RIVER 0% - 0



BUILDING CHARACTERISTICS

EXTERIOR WALL	28	VINYL SIDI
ROOF STRUCTURE	02	GABLE/HIP
ROOF COVER	02	ASP/COM SH
INTERIOR WALL	05	DRYWALL
INT FLOORING	13	CARPET
HEATING FUEL	0	None
HEATING TYPE	03	FO AIR DCT
AC COND TYPE	02	CENTRAL
QUALITY	06	BET T AVG
FIXTURES - RES	20	2 BATHS
STRUCTURAL	0	None
CEILING FINISH	0	None
COMMON WALL	0	FIXTURES - COM
WALL HEIGHT	0	BEDROOMS
ROOMS	0	STORIES
DOR CODE	100	SINGLE FAMILY
MAP NUM	000143	
NEIGHBORHOOD	2611	

EXTRA FEATURES

AREA	TOTAL ACTUAL AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE
BAS	1,368	100	1,368	195,063
FEP	232	70	162	23,100
FST	196	40	78	11,122
UOP	144	15	22	3,137
URR	1,504	15	226	32,225
TOTALS	3,444		1,856	264,647

OFF RECORD

BOOK	PAGE	DATE	TYPE	Q	V	I	REASON	SALE PRICE
01928	0410	6/01/2016	WD	Q	I		01	193,000
00768	0249	9/01/1999	WD	V			00	19,000

BUILDING DIMENSIONS
BAS=W011 FEP=W029 S008 E029 W008 S008 W029 UOP=W005 W006
S024 E006 N019 S S032 E040 N040 \$.

BLD DATE

BLD DATE	XF DATE	YEAR ON ACTUAL	YEAR ON ADJ.	% COND	NOTES
		2001	2001	75	
		2019	2019	50	

LAND DESCRIPTION

L N CODE	LAND USE DESCRIPTION	R CAP	LOC ZONE	FRONT	DEPTH	TOT LND LUTS	TOT ADJ	% COND	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE
1 0100	0100	0	2611	80.00	0.00	80.00	1.00	1.00	300.00	300.00	24,000

SPECIAL ASSESSMENTS

DISTRICT	UNITS	TAX

OTHER ADJUSTMENTS AND NOTES

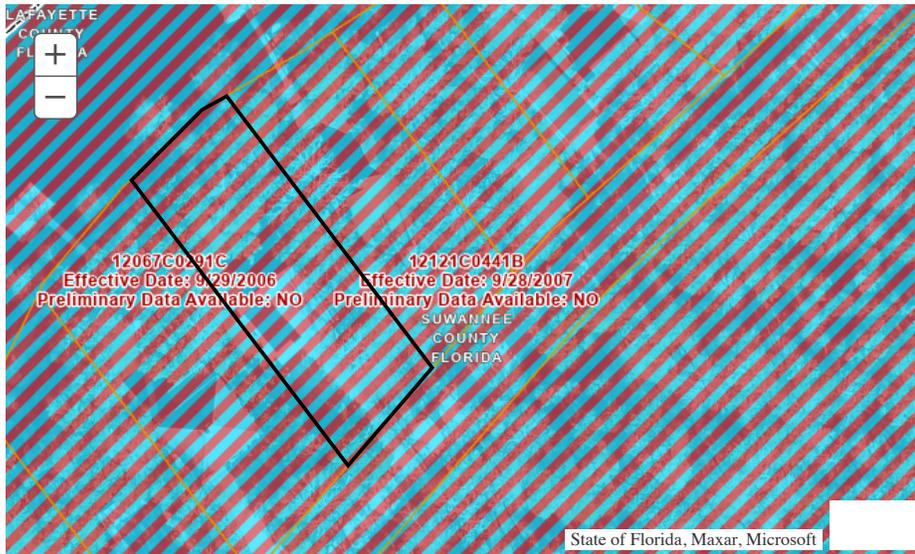
AGE	DECL	FRZ	YR	CONSRV

TOTAL OBIXF

TOTALS	3,444	1,856	264,647
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REVIEW DATE 06/21/2019 **BY** JG **TOTAL LAND VALUE** Market: 0 Agricultural: 0 Common: 24,000 **PRINTED** 08/27/2025

EFFECTIVE FLOOD INFORMATION REPORT



Location Information

County: **SUWANNEE**
 Parcel: **3306S14E04442000200**
 Flood Zone: **AE FW**
 Flood Risk: **HIGH**

1% Annual Chance Base Flood Elev* **34.3 (feet)**
 10% Annual Chance Flood Elev* **28.8 (feet)**
 50% Annual Chance Flood Elev* **22.9 (feet)**

* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below

Legend with Flood Zone Designations

- 1% Flood -Floodway (High Risk)
- 1% Flood - Zone AE (High Risk)
- 1% Flood - Zone A (HighRisk)
- 1% Flood - Zone VE (HighRisk)
- 0.2% Flood-Shaded Zone X (Moderate Risk)
- Area Not Included
- SFHA Decrease
- SFHA Increase
- Depressions
- BaseFlood Elevations (BFE)
- CrossSections
- County Boundaries
- FIRM Panel Index
- Parcels
- River Marks
- Wetlands

Anywhere it can rain, it can flood
 Know your risk.



www.srwmfdloodreport.com

Supplemental Information

Watershed	Lower Suwannee	Map Effective Date	9/28/2007	Special Flood Hazard Area	Yes
FIRM Panel(s)	12121C0441B				

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov>) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA [Change Your Flood Zone Designation | FEMA.gov](http://www.fema.gov). Information about flood insurance may be obtained at (<https://www.floodsmart.com>)

Base Flood Elevation (BFE)

The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

A

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.

AE, A1-A30

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

AH

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

AE FW (FLOODWAYS)

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.

Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.

VE

Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.

X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD)

Same as Zone X; however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not

LINKS

FEMA:
<http://www.fema.gov>

SRWMD:
<http://www.srwmfd.state.fl.us>

CONTACT
 SRWMD
 9225 County Road 49
 Live Oak, FL 32060

(386) 362-1001

Toll Free:
 (800) 226-1066

AO

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

Supplemental Information:

10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed flooding studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in the Flood Information section of this report.

required in this zone but is available at a reduced rate and is recommended.

X

All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

Uniform Mitigation Verification Inspection Form

Maintain a copy of this form and any documentation provided with the insurance policy

Inspection Date: 09/02/2025		
Owner Information		
Owner Name: Candice Land		Contact Person: Candice Land
Address: 8729 288th Street		Home Phone:
City: Branford	Zip: 32008	Work Phone:
County: Suwannee		Cell Phone: 386-590-1373
Insurance Company:		Policy #:
Year of Home: 1997	# of Stories: Two	Email:

NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photograph must accompany this form to validate each attribute marked in questions 3 through 7. The insurer may ask additional questions regarding the mitigated feature(s) verified on this form.

- Building Code:** Was the structure built in compliance with the Florida Building Code (FBC 2001 or later) OR for homes located in the HVHZ (Miami-Dade or Broward counties), South Florida Building Code (SFBC-94)?

A. Built in compliance with the FBC: Year Built _____. For homes built in 2002/2003 provide a permit application with a date after 3/1/2002: Building Permit Application Date (MM/DD/YYYY)

B. For the HVHZ Only: Built in compliance with the SFBC-94: Year Built _____. For homes built in 1994, 1995, and 1996 provide a permit application with a date after 9/1/1994: Building Permit Application Date (MM/DD/YYYY) _____

C. Unknown or does not meet the requirements of Answer "A" or "B"
- Roof Covering:** Select all roof covering types in use. Provide the permit application date OR FBC/MDC Product Approval number OR Year of Original Installation/Replacement OR indicate that no information was available to verify compliance for each roof covering identified.

2.1 Roof Covering Type:	Permit Application Date	FBC or MDC Product Approval #	Year of Original Installation or Replacement	No Information Provided for Compliance
<input type="checkbox"/> 1. Asphalt/Fiberglass Shingle	_____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 2. Concrete/Clay Tile	_____	_____	_____	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3. Metal	_____	_____	2023	<input type="checkbox"/>
<input type="checkbox"/> 4. Built Up	_____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 5. Membrane	_____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 6. Other _____	_____	_____	_____	<input type="checkbox"/>

- A. All roof coverings listed above meet the FBC with a FBC or Miami-Dade Product Approval listing current at time of installation OR have a roofing permit application date on or after 3/1/02 OR the roof is original and built in 2004 or later.
- B. All roof coverings have a Miami-Dade Product Approval listing current at time of installation OR (for the HVHZ only) a roofing permit application after 9/1/1994 and before 3/1/2002 OR the roof is original and built in 1997 or later.
- C. One or more roof coverings do not meet the requirements of Answer "A" or "B".
- D. No roof coverings meet the requirements of Answer "A" or "B".

- Roof Deck Attachment:** What is the weakest form of roof deck attachment?

A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift less than that required for Options B or C below.

B. Plywood/OSB roof sheathing with a minimum thickness of 7/16" inch attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by 8d common nails spaced a maximum of 12" inches in the field. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance 8d nails spaced a maximum of 12 inches in the field or has a mean uplift resistance of at least 103 psf.

C. Plywood/OSB roof sheathing with a minimum thickness of 7/16" inch attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by 8d common nails spaced a maximum of 6" inches in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board (or 1 nail per board if each board is equal to or less than 6 inches in width). -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent

Inspectors Initials DG Property Address 8729 288th Street Branford

or greater resistance than 8d common nails spaced a maximum of 6 inches in the field or has a mean uplift resistance of at least 182 psf.

- D. Reinforced Concrete Roof Deck.
- E. Other: _____
- F. Unknown or unidentified.
- G. No attic access.

4. **Roof to Wall Attachment:** What is the **WEAKEST** roof to wall connection? (Do not include attachment of hip/valley jacks within 5 feet of the inside or outside corner of the roof in determination of WEAKEST type)

- A. Toe Nails
 - Truss/rafter anchored to top plate of wall using nails driven at an angle through the truss/rafter and attached to the top plate of the wall, or
 - Metal connectors that do not meet the minimal conditions or requirements of B, C, or D

Minimal conditions to qualify for categories B, C, or D. All visible metal connectors are:

- Secured to truss/rafter with a minimum of three (3) nails, **and**
- Attached to the wall top plate of the wall framing, or embedded in the bond beam, with less than a 1/2" gap from the blocking or truss/rafter **and** blocked no more than 1.5" of the truss/rafter, **and** free of visible severe corrosion.
- B. Clips
 - Metal connectors that do not wrap over the top of the truss/rafter, **or**
 - Metal connectors with a minimum of 1 strap that wraps over the top of the truss/rafter and does not meet the nail position requirements of C or D, but is secured with a minimum of 3 nails.
- C. Single Wraps
 - Metal connectors consisting of a single strap that wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side and a minimum of 1 nail on the opposing side.
- D. Double Wraps
 - Metal Connectors consisting of 2 separate straps that are attached to the wall frame, or embedded in the bond beam, on either side of the truss/rafter where each strap wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side, and a minimum of 1 nail on the opposing side, **or**
 - Metal connectors consisting of a single strap that wraps over the top of the truss/rafter, is secured to the wall on both sides, and is secured to the top plate with a minimum of three nails on each side.
- E. Structural Anchor bolts structurally connected or reinforced concrete roof.
- F. Other: _____
- G. Unknown or unidentified
- H. No attic access

5. **Roof Geometry:** What is the roof shape? (Do not consider roofs of porches or carports that are attached only to the fascia or wall of the host structure over unenclosed space in the determination of roof perimeter or roof area for roof geometry classification).

- A. Hip Roof Hip roof with no other roof shapes greater than 10% of the total roof system perimeter.
Total length of non-hip features: _____ feet; Total roof system perimeter: _____ feet
- B. Flat Roof Roof on a building with 5 or more units where at least 90% of the main roof area has a roof slope of less than 2:12. Roof area with slope less than 2:12 _____ sq ft; Total roof area _____ sq ft
- C. Other Roof Any roof that does not qualify as either (A) or (B) above.

6. **Secondary Water Resistance (SWR):** (standard underlayments or hot-mopped felts do not qualify as an SWR)

- A. SWR (also called Sealed Roof Deck) Self-adhering polymer modified-bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed-on insulation) applied as a supplemental means to protect the dwelling from water intrusion in the event of roof covering loss.
- B. No SWR.
- C. Unknown or undetermined.

Inspectors Initials DG Property Address 8729 288th Street Branford

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

7. **Opening Protection:** What is the **weakest** form of wind borne debris protection installed on the structure? **First**, use the table to determine the weakest form of protection for each category of opening. **Second**, (a) check one answer below (A, B, C, N, or X) based upon the lowest protection level for ALL Glazed openings **and** (b) check the protection level for all Non-Glazed openings (.1, .2, or .3) as applicable.

Opening Protection Level Chart Place an "X" in each row to identify all forms of protection in use for each opening type. Check only one answer below (A thru X), based on the weakest form of protection (lowest row) for any of the Glazed openings and indicate the weakest form of protection (lowest row) for Non-Glazed openings.		Glazed Openings				Non-Glazed Openings	
		Windows or Entry Doors	Garage Doors	Skylights	Glass Block	Entry Doors	Garage Doors
N/A	Not Applicable- there are no openings of this type on the structure		X	X	X		X
A	Verified cyclic pressure & large missile (9-lb for windows doors/4.5 lb for skylights)						
B	Verified cyclic pressure & large missile (4-8 lb for windows doors/2 lb for skylights)						
C	Verified plywood/OSB meeting Table 1609.1.2 of the FBC 2007						
D	Verified Non-Glazed Entry or Garage doors indicating compliance with ASTM E 330, ANSI/DASMA 108, or PA/TAS 202 for wind pressure resistance						
N	Opening Protection products that appear to be A or B but are not verified						
	Other protective coverings that cannot be identified as A, B, or C						
X	No Windborne Debris Protection	X				X	

A. Exterior Openings Cyclic Pressure and 9-lb Large Missile (4.5 lb for skylights only) All Glazed openings are protected at a minimum, with impact resistant coverings or products listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level A in the table above).

- Miami-Dade County PA 201, 202, **and** 203
- Florida Building Code Testing Application Standard (TAS) 201, 202, **and** 203
- American Society for Testing and Materials (ASTM) E 1886 **and** ASTM E 1996
- Southern Standards Technical Document (SSTD) 12
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996
- For Garage Doors Only: ANSI/DASMA 115

A.1 All Non-Glazed openings classified as A in the table above, or no Non-Glazed openings exist

A.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level B, C, N, or X in the table above

A.3 One or More Non-Glazed Openings is classified as Level B, C, N, or X in the table above

B. Exterior Opening Protection- Cyclic Pressure and 4 to 8-lb Large Missile (2-4.5 lb for skylights only) All Glazed openings are protected, at a minimum, with impact resistant coverings or products listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level B in the table above):

- ASTM E 1886 **and** ASTM E 1996 (Large Missile – 4.5 lb.)
- SSTD 12 (Large Missile – 4 lb. to 8 lb.)
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996 (Large Missile - 2 to 4.5 lb.)

B.1 All Non-Glazed openings classified as A or B in the table above, or no Non-Glazed openings exist

B.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level C, N, or X in the table above

B.3 One or More Non-Glazed openings is classified as Level C, N, or X in the table above

C. Exterior Opening Protection- Wood Structural Panels meeting FBC 2007 All Glazed openings are covered with plywood/OSB meeting the requirements of Table 1609.1.2 of the FBC 2007 (Level C in the table above).

C.1 All Non-Glazed openings classified as A, B, or C in the table above, or no Non-Glazed openings exist

C.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level N or X in the table above

C.3 One or More Non-Glazed openings is classified as Level N or X in the table above

Inspectors Initials DG Property Address 8729 288th Street Branford

*This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.

- N. Exterior Opening Protection (unverified shutter systems with no documentation)** All Glazed openings are protected with protective coverings not meeting the requirements of Answer "A", "B", or "C" or systems that appear to meet Answer "A" or "B" with no documentation of compliance (Level N in the table above).
- N.1 All Non-Glazed openings classified as Level A, B, C, or N in the table above, or no Non-Glazed openings exist
- N.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level X in the table above
- N.3 One or More Non-Glazed openings is classified as Level X in the table above
- X. None or Some Glazed Openings** One or more Glazed openings classified and Level X in the table above.

MITIGATION INSPECTIONS MUST BE CERTIFIED BY A QUALIFIED INSPECTOR.
Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.

Qualified Inspector Name: Darren Gamble	License Type: Florida Home Inspector	License or Certificate #: HI 10583
Inspection Company: Darren Gamble Home Inspection Services LLC	Phone: 386-249-4391	

Qualified Inspector – I hold an active license as a: (check one)

- Home inspector licensed under Section 468.8314, Florida Statutes who has completed the statutory number of hours of hurricane mitigation training approved by the Construction Industry Licensing Board and completion of a proficiency exam.
- Building code inspector certified under Section 468.607, Florida Statutes.
- General, building or residential contractor licensed under Section 489.111, Florida Statutes.
- Professional engineer licensed under Section 471.015, Florida Statutes.
- Professional architect licensed under Section 481.213, Florida Statutes.
- Any other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete a uniform mitigation verification form pursuant to Section 627.711(2), Florida Statutes.

Individuals other than licensed contractors licensed under Section 489.111, Florida Statutes, or professional engineer licensed under Section 471.015, Florida Statutes, must inspect the structures personally and not through employees or other persons. Licensees under s.471.015 or s.489.111 may authorize a direct employee who possesses the requisite skill, knowledge, and experience to conduct a mitigation verification inspection.

I, Darren Gamble am a qualified inspector and I personally performed the inspection or (*licensed (print name)*
contractors and professional engineers only) I had my employee (_____) perform the inspection
 (print name of inspector)
 and I agree to be responsible for his/her work.

Qualified Inspector Signature: *Darren Gamble* Date: 9/2/2025

An individual or entity who knowingly or through gross negligence provides a false or fraudulent mitigation verification form is subject to investigation by the Florida Division of Insurance Fraud and may be subject to administrative action by the appropriate licensing agency or to criminal prosecution. (Section 627.711(4)-(7), Florida Statutes) The Qualified Inspector who certifies this form shall be directly liable for the misconduct of employees as if the authorized mitigation inspector personally performed the inspection.

Homeowner to complete: I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

Signature: _____ Date: _____

An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree. (Section 627.711(7), Florida Statutes)

The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.

Inspectors Initials DG Property Address 8729 288th Street Branford

*This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.



Front Elevation



Rear Elevation



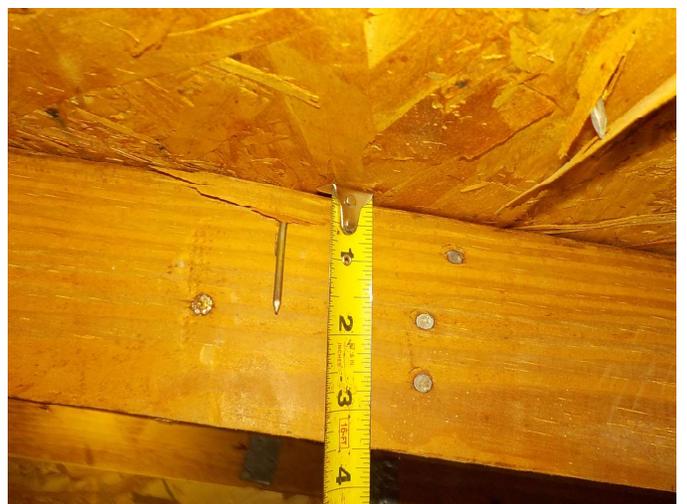
Side Elevation



Side Elevation



Roof Covering - Metal



Roof Deck Attachment



Roof Deck Attachment - Plywood/OSB



Roof Deck Attachment



Roof Deck Attachment



Roof to Wall Attachment



Roof Geometry - Other



Refer to Opening Level Protection Chart (X)



Refer to Opening Level Protection Chart (X)



Refer to Opening Level Protection Chart (X)



Refer to Opening Level Protection Chart (X)



Florida Home Inspection License



Wind Mitigation Certification



InterNACHI Membership

WOOD-DESTROYING ORGANISMS REPORT

Report # 10301

Section 482.226, Florida Statutes and Chapter 5E-14.142, F.A.C.

SECTION 1- GENERAL INFORMATION

Inspection Company:

RC

Inspection Company Name

Business License Number: JB 335639

1325 14th Ave.

Company Address

Phone Number: 772-268-0581

Vero Beach, FL 32960

Company City, State and Zip Code

Date of Inspection: 9/2/25

Inspector's Name and Identification Card Number: Darren Gamble

Name

JE269350

ID Card Number

Address of Property Inspected 8729 288th Street Branford Fl. 32008

Structure(s) on Property Inspected Single Family Residence only

Inspection and Report requested by: Darren Gamble Home Inspection Services LLC

Report Sent to Requester and to: Candice Land

SECTION 2 - INSPECTION FINDINGS- CONSUMERS SHOULD READ THIS SECTION CAREFULLY

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS (WDOs) OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

This report does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, insulation, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure. This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood-destroying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions. A wood-destroying organism (WDO) means an arthropod or plant life which damages and can reinfest seasoned wood in a structure namely, termites, powder post beetles, old house borers, and wood-decaying fungi.

NOTE: This is NOT a structural damage report. It should be understood that there may be damage, including possible hidden damage present. FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.

Based on a visual inspection of accessible areas, the following findings were observed:

(See Page 2, Section 3 to determine which areas of the inspected structure(s) may have been inaccessible.)

A. [X] NO visible signs of WDO(s) (live, evidence, or damage observed)

B. [] VISIBLE evidence of WDO(s) was observed as follows:

[] 1. LIVE WDO(s) A. B. C. D. Location: (Common Name of Organism and Location - use additional page, if needed)

[] 2. EVIDENCE of WDO(s) (dead wood- destroying insects, insect parts, frass, shelter tubes, exit holes or other evidence)

A. B. C. D. Location: (Common Name, Description, and Location - Describe Evidence - use additional page if needed)

[] 3. DAMAGE caused by WDO(s) was observed and noted as follows:

A. B. C. D. Location: (Common Name, Description and Location of all visible damage - Describe damage - use additional page if necessary)

SECTION 3 - OBSTRUCTIONS AND INACCESSIBLE AREAS: The following areas of the structure(s) inspected were obstructed or inaccessible. **NO INFORMATION** on the status of wood-destroying organisms or damage from wood-destroying organisms in these areas is provided in this report.

In addition to those areas provided in consumer information on Page 1, Section 2; the following specific areas were not visible and/or accessible for inspection. The descriptions and reasons for the inaccessibility are stated below:

ATTIC - SPECIFIC AREAS: 1 _____
REASON: _____

INTERIOR -SPECIFIC AREAS: 1 interior walls
REASON: drywall covers the wood framing of the home

EXTERIOR - SPECIFIC AREAS: 1 _____
REASON: _____

CRAWLSPACE - SPECIFIC AREAS: 1 _____
REASON: _____

OTHER - SPECIFIC AREAS: 1 _____
REASON: _____

SECTION 4 - NOTICE OF INSPECTION AND TREATMENT INFORMATION

EVIDENCE OF PREVIOUS TREATMENT OBSERVED: YES NO

If Yes, the structure exhibits evidence of previous treatment. List what was observed:

(State what visible evidence was observed to suggest possible previous treatment - use additional page if necessary)

NOTE: The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment history and any warranty or service agreement which may be in place.

A Notice of inspection has been affixed to the structure at: Exterior electric panel (State the location)

This Company has treated the structure(s) at the time of inspection YES NO

If YES.: Common name of organism treated: _____ Name of pesticide used: _____

Method of treatment: Whole Structure Spot Treatment _____ Terms and Conditions of Treatment: _____

Specify Treatment Notice Location: _____

SECTION 5 - COMMENTS AND FINANCIAL DISCLOSURE

Comments: _____

(Use additional pages, if necessary)

Neither the Company (Licensee) nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction or with any party other than for inspection purposes.

Signature of Licensee or Agent: Darren Gamble Inspection Date: 9/2/25

Address of Property Inspected: 8729 288th Street Branford Fl. 32008



4-Point Inspection Form

Personal Lines

Heating System		
Age of System: <u>2001</u>	Year Last Updated: <u>2001</u>	Central HVAC <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Are the heating, ventilation and air conditioning systems in good working order</u>	<u>Hazards Present</u> Wood-burning stove or central gas fireplace not professionally installed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If not central, indicate primary heat source and fuel type: Is the source portable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (explain)	Space heater used as primary heat source <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Use the <i>Additional Comments/Observations</i> section below to provide full details of any noted updates, hazards, deficiencies, etc.		

PLUMBING SYSTEM		
Age of System: <u>199</u>	Year Last Updated: <u>2022</u>	Deficiencies (check all that apply):
<u>Type of Pipes</u> Copper: <input type="checkbox"/> PVC: <input checked="" type="checkbox"/> Galvanized: <input type="checkbox"/> Polybutylene: <input type="checkbox"/> Other (specify):	<u>Is the plumbing system in good working order</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Active leak <input type="checkbox"/> Indication of prior leak(s) <input type="checkbox"/> Connections/Hoses leaking or cracked <input type="checkbox"/> Water heater (explain) <input type="checkbox"/> Other (explain) <input type="checkbox"/>
Use the <i>Additional Comments/Observations</i> section below to provide full details of any noted updates, hazards, deficiencies, etc.		

ROOF (With 2 roof photos, this section can take the place of the Roof Condition Certification Form)		
Predominant Roof Covering Material: <u>Metal</u> Roof Age (years): <u>2</u> Remaining Useful Life: <u>35yrs</u> Date of Last Roofing Permit: <u>2023</u> Date of Last Update:	Secondary Roof Covering Material: Roof Age (years): Remaining Useful Life: Date of Last Roofing Permit: Date of Last Update:	Any visible signs of damage / deterioration (Describe curling/ lifted/ loose/ missing shingles or tiles, sagging or uneven roof deck) Predominant Roof <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Secondary Roof <input type="checkbox"/> Yes <input type="checkbox"/> No
If updated check one Full Replacement <input checked="" type="checkbox"/> Partial Replacement <input type="checkbox"/> Percentage of Replacement: <u>100</u>	If updated check one Full Replacement <input type="checkbox"/> Partial Replacement <input type="checkbox"/> Percentage of Replacement	Any visible signs of leaks Predominant Roof <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Secondary Roof <input type="checkbox"/> Yes <input type="checkbox"/> No
Overall Condition of Roof: Satisfactory <input checked="" type="checkbox"/> Unsatisfactory (provide explanation below) <input type="checkbox"/>	Overall Condition of Roof: Satisfactory <input type="checkbox"/> Unsatisfactory (provide explanation below) <input type="checkbox"/>	
Use the <i>Additional Comments/Observations</i> section below to provide full details of any noted updates, hazards, deficiencies, etc. for all roof coverings.		



4-Point Inspection Form

Personal Lines

Additional Comments/Observations (use additional pages as needed):
The water heater was manufactured in 2022.

I certify that the above statements are true and correct.

Darren Gamble
Digitally signed by Darren Gamble
Date: 2025.09.02 15:57:34 -04'00'

Florida Home Inspector

HI 10583

Sep 2, 2025

Inspector Signature

Title

License Number

Date

A 4-point inspection is required for all homeowner, dwelling and mobile home applications for properties more than 30 years old.

Special Instructions: The 4-Point Inspection Form includes the minimum data needed for underwriting to properly evaluate a property application. While this specific form is not required, any other inspection submitted for consideration must include at least this level of detail to be acceptable.

PHOTO REQUIREMENTS

Photos must accompany each 4-Point Inspection Form. The minimum photo requirements for a 4-Point inspection include:

- Front and rear elevations
- Open main electrical panel and interior door
- Electrical box with the panel off when hazards are noted (e.g., aluminum branch wiring, double taps)
- HVAC heating system (with dated manufacturer's plate)
- All noted hazards or deficiencies

ROOF REQUIREMENTS

The 4-Point Inspection Form may be accepted in lieu of the Roof Condition Certification Form if at least two photos of the roof are provided.

INSPECTOR REQUIREMENTS

To be accepted, all inspection forms must be completed, signed and dated by a Florida-licensed professional.

Note: Trade-specific, licensed professionals may sign off only on the 4-Point Inspection Form section for their trade e.g., a roofing inspector may sign off only on the roofing section of the form. Examples:

- A general, residential, or building contractor
- A building code inspector
- A registered architect
- A home inspector
- A professional engineer
- A building code official who is authorized by the state of Florida to verify building code compliance

4-Point Inspection Form

Personal Lines

CERTIFYING THE CONDITION OF EACH SYSTEM

The Florida-licensed inspector is required to certify the condition of the electrical, HVAC and plumbing systems. Acceptable Condition means that each system is working as intended and there are no visible hazards or deficiencies.

ADDITIONAL COMMENTS OR OBSERVATIONS

This section of the 4-Point Inspection Form must be completed with full details and descriptions if any of the following are noted in the inspection:

- Updates: Identify the types of updates, dates completed and by whom
- Any visible hazards or deficiencies
- Any system determined not to be in good working order

NOTE TO ALL AGENTS

The writing agent must review in advance each 4-Point Inspection Form submitted with an application for coverage. It is the agent's responsibility to ensure that all rules and requirements are met before the application is bound. Properties with electrical, heating or plumbing systems not in good working order or with existing hazards/deficiencies cannot be submitted.



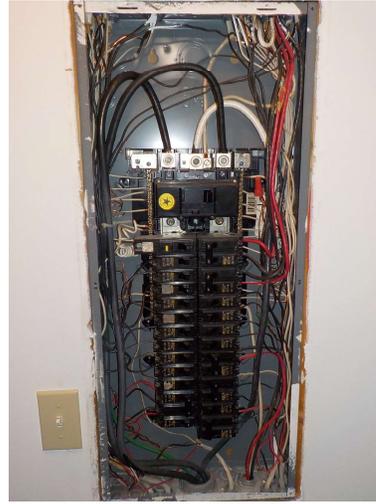
Front



Rear



Electrical Main



Electrical Main



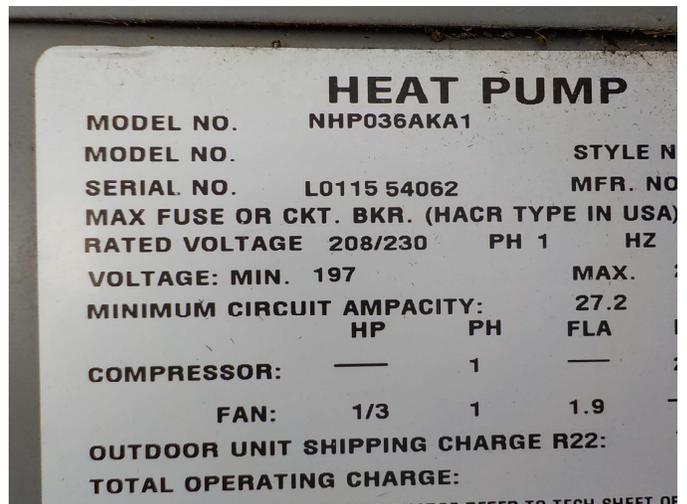
Electrical Service Panel



Electrical Service Panel



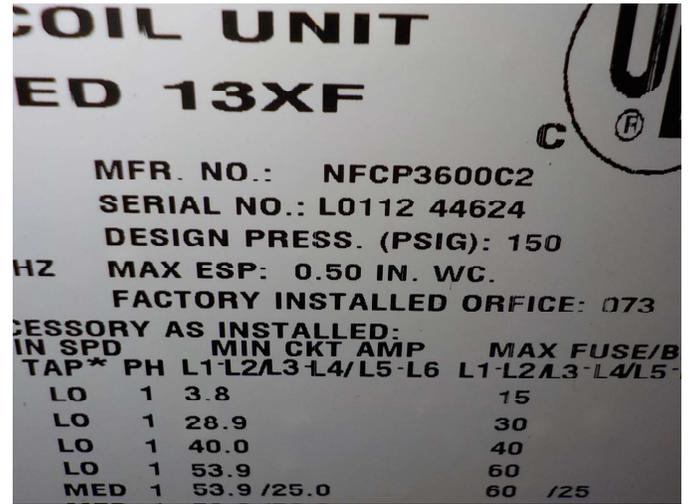
Air Conditioner



Air Conditioner



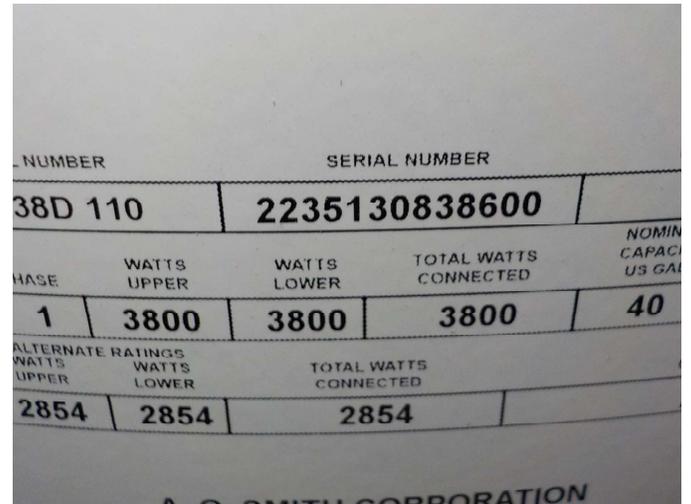
Heater/Air Handler



Heater/Air Handler



Water Heater



Water Heater



Kitchen Sink Supply



Bathroom Sink Supply



Bathroom Sink Supply



Toilet Supply



Toilet Supply



Roof



Roof



Florida Home Inspection License

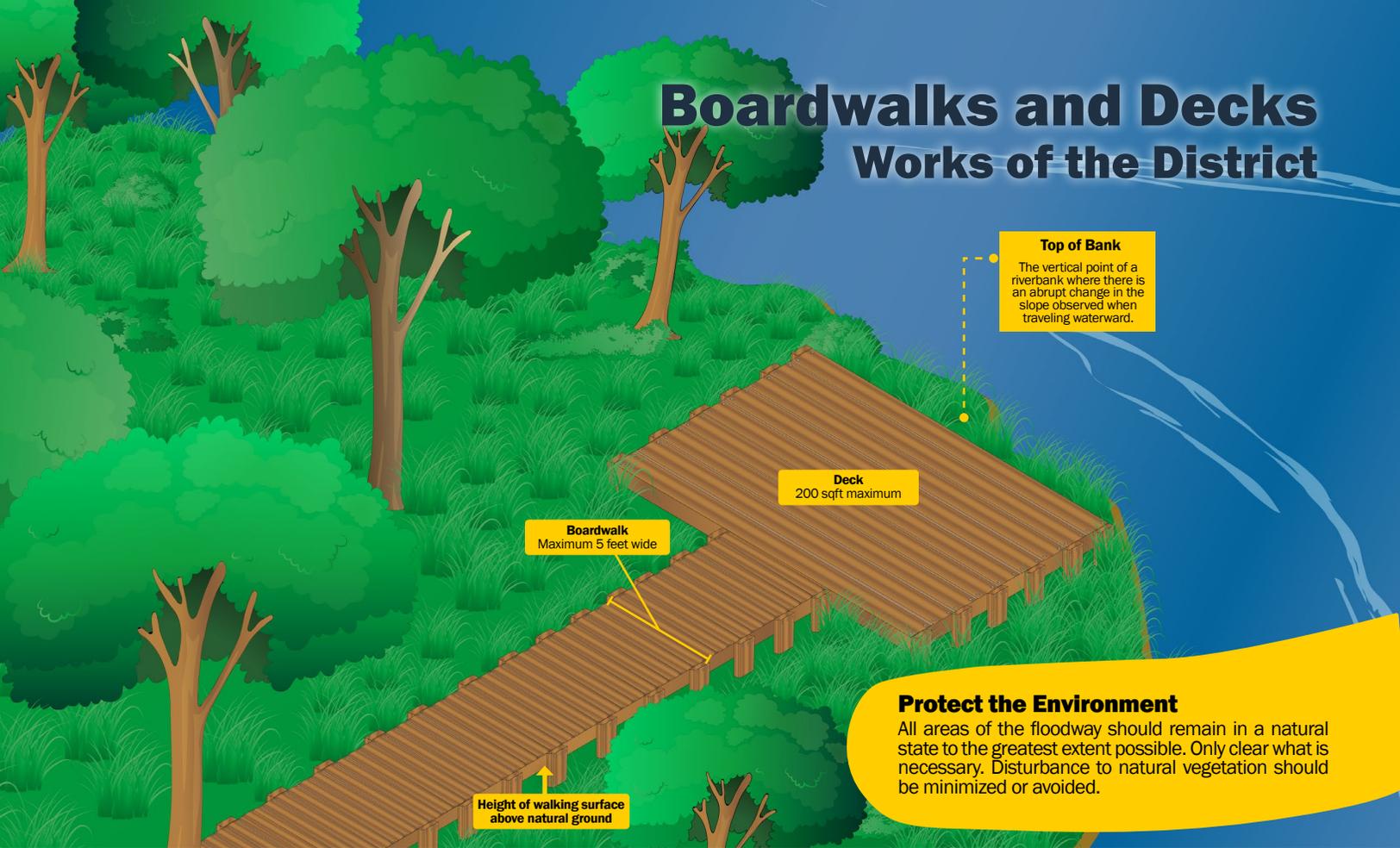


Wind Mitigation Certification



InterNACHI Membership

Boardwalks and Decks Works of the District



Protect the Environment

All areas of the floodway should remain in a natural state to the greatest extent possible. Only clear what is necessary. Disturbance to natural vegetation should be minimized or avoided.

Works of the District

This guide was created to assist property owners with frequently asked questions (FAQs) about permitting requirements for decks landward of the top of the river bank and boardwalks within Works of the District (WOD) floodways.

WOD refers to rules that are established by the Suwannee River Water Management District (District) for construction within the floodways of five rivers: Alapaha, Aucilla, Santa Fe, Suwannee, and Withlacoochee.

Do I need a WOD permit for a deck/boardwalk?

Yes! A permit is required for any structure(s) within the 75-foot setback from the river's top of bank. Anyone who owns river frontage within the floodway can build one deck and a boardwalk within the 75-foot setback, with the appropriate permit. Additional requirements may apply if your proposed structures are in wetlands. A signed Form 40B-4.3020 is required by the property owner.

What is a deck?

A flat structure on land that does not extend beyond the top of the bank. All decks must be less than 200 square feet.

What is the 75-foot setback?

A minimum setback measured 75 feet landward of the river's top of bank. No clearing is allowed in the 75-foot setback than what is necessary to provide reasonable pedestrian access to the river.

Can I include a roof on my deck and/or boardwalk?

Yes, if all portions of the roof are a minimum of 1 foot above the 1% Annual Chance Base Flood Elevation. However, the deck and/or boardwalk shall not be enclosed by walls, screens, or doors on any side.

Where can I find an engineer and/or environmental consultant who has previously submitted permit applications to the District?

A list is available on our website: www.mysuwanneeriver.com/553/Engineers-Surveyors-Environmental-Consul.

Please note: This document is intended as a guide. Please refer to 40B-4, F.A.C. and 62-330, F.A.C. for complete information. A District permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal, or abandonment authorized by a District permit. Please contact your federal, state, and local agencies for further guidance.

Different permitting and/or fee requirements may apply if:

- Your project will be used for any purposes other than residential;
- You would like to include additional structures with your permit;
- There is already an existing District permit at your property;
- Your proposed project is located in, on, or over wetlands/surface waters.

Schedule a free pre-application meeting with District staff to discuss proposed activities and determine if an engineer and/or environmental consultant should be hired for the project.

	Noticed General	General
Height of Walking Surface above Natural Ground*	Less than or equal to 1 foot	Greater than 1 foot
Application Fee	\$250	\$490
Site & Profile Plans	Sketches	Signed and Sealed Engineering Plans by a FL Licensed Professional
Topographic Survey		Required
Zero-Rise Certification		Required

Floating Docks Works of the District

Boundary Setbacks

25 feet minimum from dock edge to the riparian rights line (essentially an extension of the property line into the river) for lots with greater than 65 feet of river frontage.

Number of Vessels

No more than 2 personal vessels (2 jet skis = 1 vessel). Vessel mooring areas are always required to have at least 2 feet of water depth.

Size

Allowable preempted area: 10 times the length of the river frontage on your property, i.e. 100 linear feet of river frontage = 1,000 square feet of claimed space on the waterward side of the Ordinary High-Water Line (OHWL).

Include area between tie-back cables for preempted area calculation.

Gangways

No more than 5 feet wide.

Works of the District (WOD)

This guide was created to assist property owners with frequently asked questions (FAQs) about permitting requirements for floating docks less than 2,000 square feet within Works of the District (WOD) floodways. WOD refers to rules that are established by the Suwannee River Water Management District (District) for construction within the floodways of five rivers: Alapaha, Aucilla, Santa Fe, Suwannee, and Withlacoochee.

Protect the Environment

All areas of the floodway should remain in a natural state to the greatest extent possible. Only clear what is necessary. Disturbance to natural vegetation should be minimized or avoided.

What Do I Need For My Permit Application?

Application Fee:
\$250.00

Ownership:
Provide proof of the applicant's ownership of the property.

Application Form:
62-330.402(1) ERP general permit, signed by the property owner.

Agent Authorization Letter:
If an agent is submitting a permit application on behalf of the landowner.

Site Plan:
Dimensions and positions of all existing and proposed structures on your property, any anchoring devices, boat slips, top of bank or ordinary high-water line, distance from dock to adjacent property boundaries, preempted area, length of river frontage, and trees removed larger than 6 inches in diameter.

Profile Plan:
A side view of the proposed dock showing heights of your dock.

Different permitting or fee requirements may apply if:

- o Any portion of your proposed project is located within wetlands;
- o You would like to construct a fixed dock;
- o Your dock will be used for any purposes other than residential;
- o You would like to include additional structures with your permit;
- o There is an existing District permit at your property;
- o Your proposed project is located within an aquatic preserve; or
- o Your proposed dock exceeds 2,000 square feet or the allowable preempted area for your lot.

Am I allowed to place a dock on my property?

Yes, with the appropriate permit, anyone who owns river frontage within the floodway can build one dock on their property.

What restrictions exist under this permit?

- o Dock may not be enclosed by walls, screens, or doors.
- o Dock may not be used for commercial purposes.
- o No fish cleaning stations, boat repair facilities, or fueling facilities.
- o No throwing trash, fuel, or human/animal waste from dock.
- o The permittee shall comply with wildlife protective measures when performing work within waters accessible to federal - or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon.

Please note: This document is intended as a guide. Please refer to 40B-4, F.A.C., 62-330, F.A.C., 18-20, F.A.C., and 18-21 F.A.C., for complete information. A District permit does not eliminate the necessity to obtain any required federal, state, local, and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal, or abandonment authorized by a District permit. Please contact your federal, state, and local agencies for further guidance.

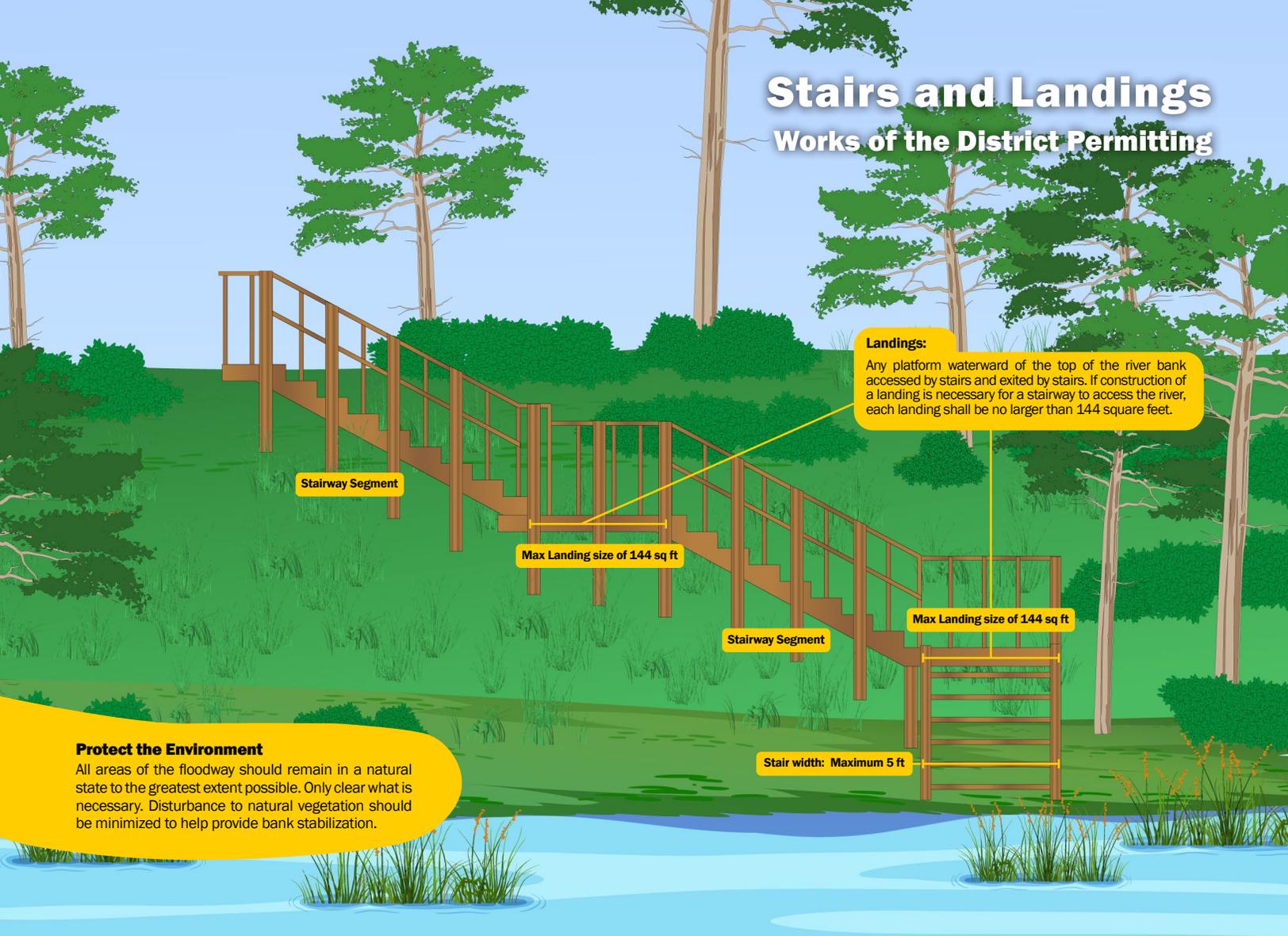
Please visit our website at www.mysuwanneeriver.com to learn more or email us at resourcemanagement@srwmd.org for all your permitting questions.



SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

Stairs and Landings

Works of the District Permitting



Protect the Environment

All areas of the floodway should remain in a natural state to the greatest extent possible. Only clear what is necessary. Disturbance to natural vegetation should be minimized to help provide bank stabilization.

What materials can I use to build stairs and landings?

- o If the stairs and landings are not located in wetlands or other surface waters, there are no restrictions on the construction material.
- o If the stairs and/or landings are located in wetlands or other surface waters, the District recommends the use of pilings for construction.

Is there a limit to the number of stairs and/or landings I can construct on my property?

One stairway system per parcel is permissible to access the river. A property owner may construct a reasonable amount of stair segments and landings to reach the river with minimal impacts.

Do I need a WOD permit for stairs and landings?

Stairs are exempt from permitting as long as permitting thresholds have not been exceeded for all activities on the property. Typically, stairs and landings are combined with a deck and/or dock*, which do require permitting.

What is the top of the river bank?

The vertical point of a river bank where there is an abrupt change in slope observed when traveling waterward.

*If the stairs and landings are connected to a dock and proposed in or within 25 feet of wetlands, the height of walking surface above natural ground shall be elevated a minimum of 5 feet, and include handrails. They should not be used for commercial purposes or for boat access. They must be designed by an engineer and involve the services of an environmental consultant.

Works of the District

This guide was created to assist property owners with frequently asked questions (FAQs) about permitting requirements for stairs and landings waterward of the top of bank within Works of the District (WOD) floodways.

WOD refers to rules that are established by the Suwannee River Water Management District (District) for construction within the floodways of five rivers within the District boundaries: Alapaha, Aucilla, Withlacoochee, Santa Fe, and Suwannee.

Different permitting and/or fee requirements may apply if:

- o You would like to include additional structures with your permit;
- o There is already an existing District permit at your property;
- o Your proposed project impacts wetlands/surface waters, including areas with emergent aquatic vegetation.

Schedule a free pre-application meeting with District staff to discuss proposed activities and determine if an engineer and/or environmental consultant should be hired for the project.

Please note: This document is intended as a guide. Please refer to 40B-4, F.A.C., 62-330, F.A.C., 18-20, F.A.C., and 18-21 F.A.C. for complete information. A District permit does not eliminate the necessity to obtain any required federal, state, local, and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal, or abandonment authorized by a District permit. Please contact your federal, state, and local agencies for further guidance.

Please visit our website at www.mysuwanneeriver.com to learn more or email us at resourcemanagement@srwmd.org for all your permitting questions.



SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

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

1* PARTIES: Ryan Peters ("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"):

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 8721 288th St Branford 32008
8* (b) Located in: Suwannee County, Florida. Property Tax ID #: 33-06S-14E-04442-000200
9* (c) Real Property: The legal description is +/- 0.38 ac & Improvements; Leg Lot 20 Joel Adams Suw River
10 Cove

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 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:

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:

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) \$ 10,000.00

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:
34* Address: Phone:
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) \$

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* October 10, 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

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

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

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

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

64 **6. OCCUPANCY AND POSSESSION:**

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

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

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

86 **FINANCING**

87 **8. FINANCING:**

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

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

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

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

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

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

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

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

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

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

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

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

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

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

171 **(CHECK ONE):**

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

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

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

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

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

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

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

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

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

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

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

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

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

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

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

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

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

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

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

261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15)

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (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.

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ESCROW AGENT AND BROKER

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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.

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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.

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

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

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

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

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

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

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

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

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

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

367 **18. STANDARDS:**

368 **A. TITLE:**

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

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

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

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

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

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

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

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

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

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 reconvey 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

554 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 555 from the IRS authorizing a reduced amount of withholding.
 556 (i) No withholding is required under Section 1445 of the Code if the Seller is not a “foreign person”. Seller can
 557 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 558 stating that Seller is not a foreign person and containing Seller’s name, U.S. taxpayer identification number and
 559 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 560 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 561 to the IRS.
 562 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 563 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 564 reduced sum required, if any, and timely remit said funds to the IRS.
 565 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 566 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 567 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 568 on the transfer and, at Buyer’s option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 569 escrow, at Seller’s expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 570 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 571 directly to the IRS if the Seller’s application is rejected or upon terms set forth in the escrow agreement.
 572 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 573 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 574 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 575 disbursement in accordance with the final determination of the IRS, as applicable.
 576 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 577 8288 and 8288-A, as filed.

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

586 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 587 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 checked="" type="checkbox"/> Other: <u>AUCTION ADDENDUM</u>
<u>TO PURCHASE AND</u>
<u>SALE CONTRACT</u> |
| <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 | | |

588 * 20. **ADDITIONAL TERMS:** Property is being sold as-is not subject to financing or inspections. 10% Buyer's
 589 Premium of \$ _____ has been added to final bid price of \$ _____ to arrive at final contract price of
 590 \$ _____.
 591 _____
 592 _____
 593 _____
 594 _____
 595 _____
 596 _____
 597 _____
 598 _____
 599 _____
 600 _____
 601 _____
 602 _____
 603 _____
 604 _____
 605 _____

COUNTER-OFFER

606
 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.]**

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 Ryan Peters (Seller) and (Buyer) concerning the Property located at 8721 288th St, Branford, FL 32008

- 1. Buyer Premium: Buyer shall pay 10.000 % of the high bid price...
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:

Table with 3 columns: Item, Buyer (checkbox), Seller (checkbox), N/A (checkbox). Rows include Recording fees for the deed, Satisfaction of mortgage and recording fees, Documentary stamp taxes on the deed, Owner's title policy, Title search, Tax search fee.

- 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.

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.

SELLER Ryan Peters DATE SELLER DATE

BUYER DATE BUYER DATE