



**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 – Claribel Mercedes Pena and Elio Y Pena

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

AUCTION DATE – Thursday, July 23rd, 2026 at 4 PM

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

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

FLORIDA REAL ESTATE ASSOCIATE BROKER – Gabriella Nystrom (Associate Broker) of United Real Estate Preferred located at 801 International Pkwy Suite 500, Lake Mary, FL 32746 (407-243-8840) has contracted with “Seller” to offer to sell at public auction certain real property.

FLORIDA REAL ESTATE AGENT / AUCTIONEER – Matt Gallimore (Real Estate Agent & Auctioneer) of United Country Smith & Associates located at 934 East Wade St., Trenton, FL 32693 (540-239-2585) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1) Parcel ID: 50830-004-01; +/- 11.27 ac & improvements; DB 7723 PG 0621

Address: 23100 SE Hwy 42, Umatilla, FL 32784

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, July 23rd, 2026 at 4 PM (EST)**

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

It is solely bidders’ responsibility to contact the auctioneer at (540) 239-2585 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 **Matt Gallimore at (540) 239-2585 or by email at mattg@ucsmith.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with United Real Estate, Preferred Associate Broker Gabriella Nystrom at (352) 639-4664, gabriellaflrealtor@gmail.com or with United Country Smith & Associates Real Estate Agent / Auctioneer Matt Gallimore at (352) 463-7770, mattg@ucsmith.com.
- 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 Real Estate, Preferred** 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 **\$15,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to the Title Company 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.
- 9) **Closing:** Closing shall be on or before **Monday, August 24th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Smith & Associates, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Florida Statutes § 672.328: Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee (of 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 mattg@ucsmith.com. If these steps have not been completed, a broker referral fee will not be paid. Contact Gabriella or Matt for the Buyer Broker Referral percentage.
- 20) **Pre-Auction Sales:** As an agent for the Seller, United Real Estate Preferred & 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 2% (of High Bid and accepted bid) 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.
- 21) **Other:** Seller is a licensed Florida Real Estate Sales Associate

Gabriella Nystrom – United Real Estate Preferred
Associate Broker
801 International Pkwy Suite 500,
Lake Mary, FL 32746
gabriellaflrealtor@gmail.com
321-303-9694

Individual State License #'s

Florida Real Estate Broker License #	BK3270759
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Firm State License #'s

Florida Real Estate Corporation License #	CQ1026713
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Matt Gallimore – United Country Smith & Associates
Real Estate Agent and Auctioneer
934 East Wade St.,
Trenton, FL 32693
mattg@ucsmith.com
540-239-2585

Individual State License #'s

Florida Real Estate Agent License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Florida Real Estate Firm License #	BO2007205
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Aerial



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

Contour



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



Neighborhood

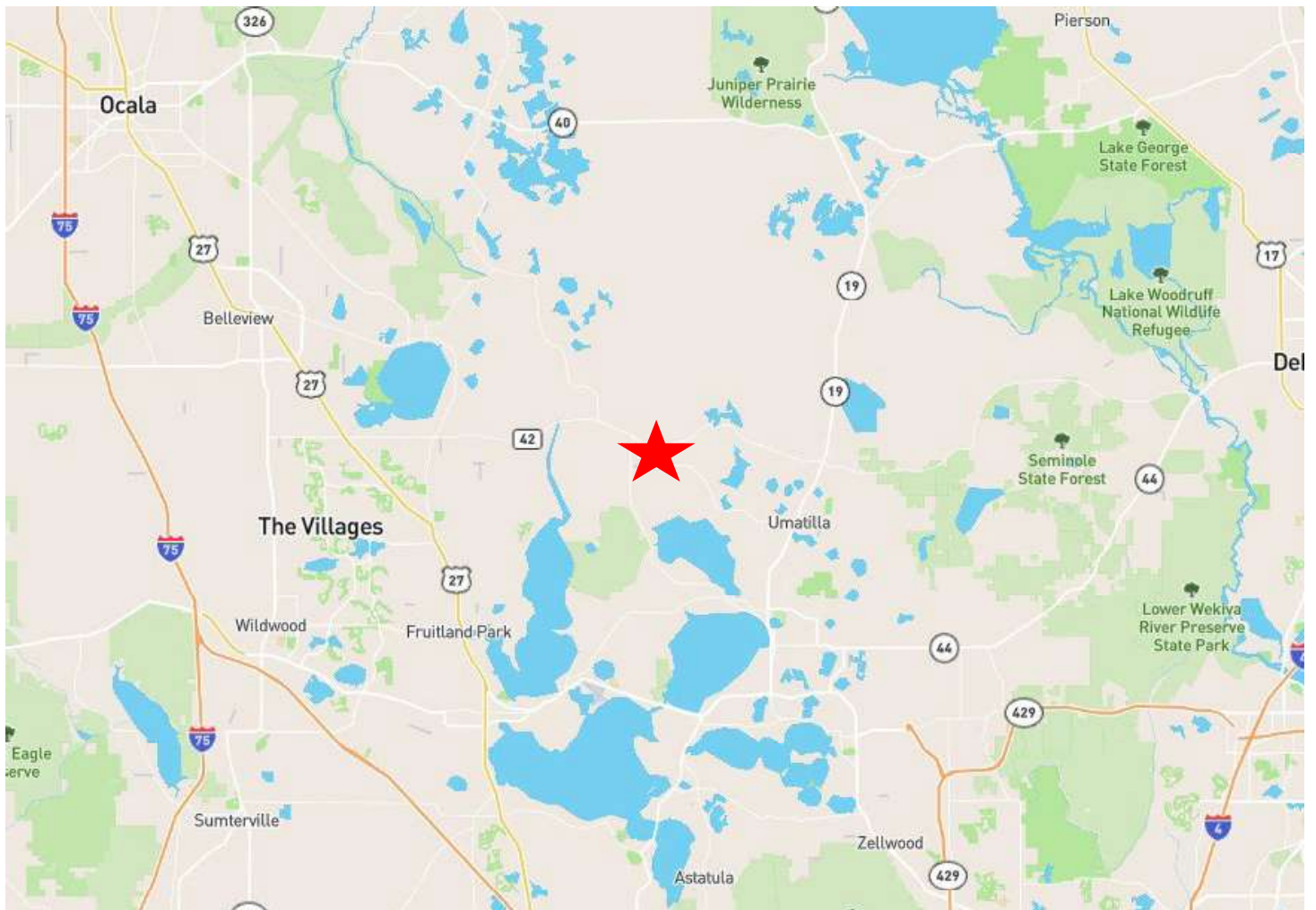
23100 SE Hwy 42,
Umatilla, FL 32784





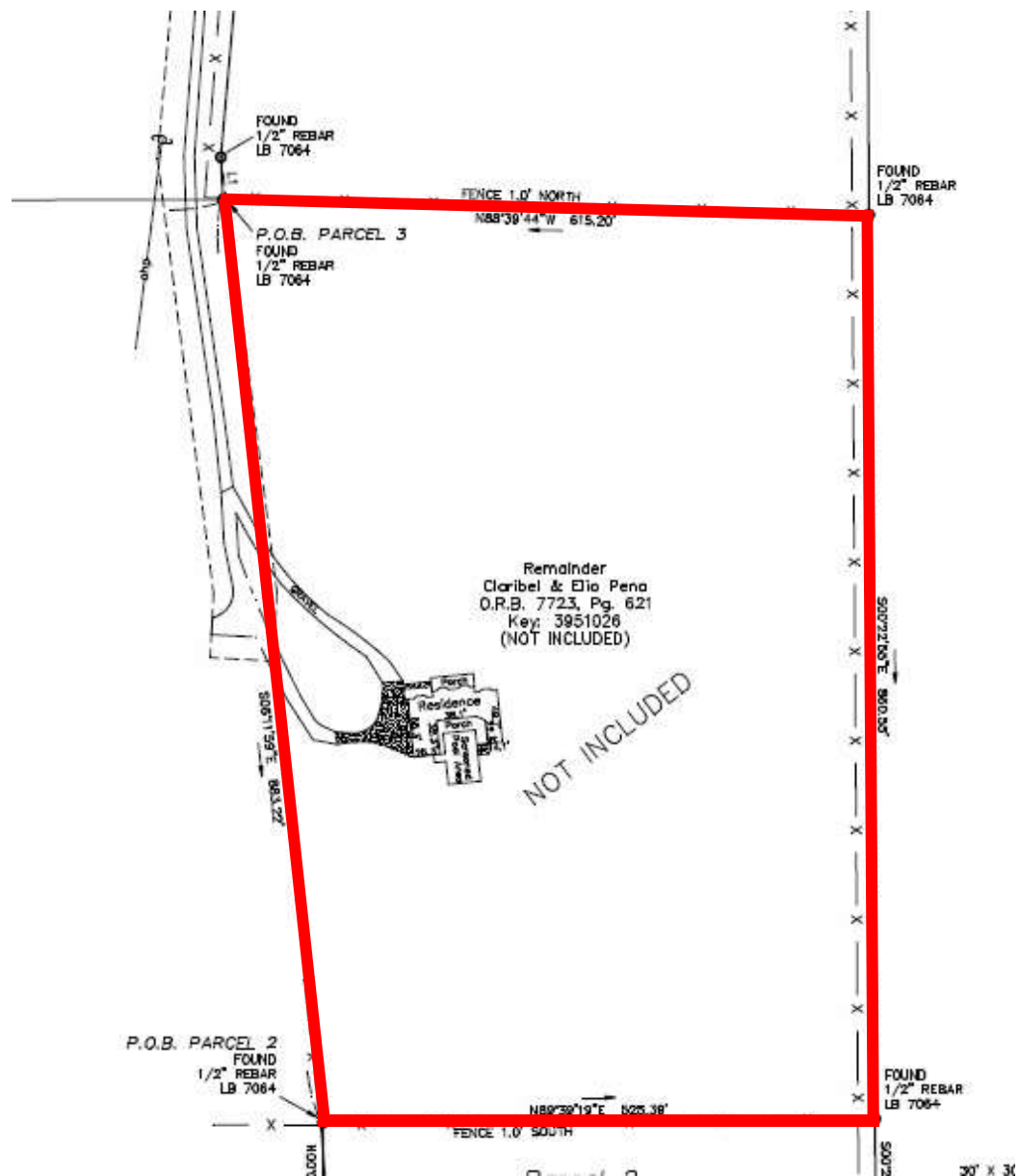
Location

23100 SE Hwy 42,
Umatilla, FL 32784





Survey



Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

50830-004-01

[GOOGLE Street View](#)

Prime Key: 3951026

[MAPIT+](#)

Current as of 2/17/2026

[Property Information](#)

PENA CLARIBEL MERCEDES
PENA ELIO Y
23100 SE HIGHWAY 42
UMATILLA FL 32784-8757

[Taxes / Assessments:](#)

Map ID: 389

[Millage:](#) 9001 - UNINCORPORATED

[M.S.T.U.](#)

[PC:](#) 63

Acres: 11.27

Situs: 23100 SE HWY 42 UMATILLA

[2025 Certified Value](#)

Land Just Value	\$183,788		
Buildings	\$687,281		
Miscellaneous	\$15,346	Impact	
Total Just Value	\$886,415	Land Class Value	(\$411,993)
Total Assessed Value	\$474,422	Total Class Value	\$43,181
Exemptions	(\$50,722)	Ex Codes: 01 38 08	\$745,808
Total Taxable	\$423,700		
School Taxable	\$449,970		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	\$183,788	\$687,281	\$15,346	\$886,415	\$474,422	\$50,722	\$423,700
2024	\$504,730	\$677,468	\$13,982	\$1,196,180	\$462,080	\$50,000	\$412,080
2023	\$504,730	\$580,590	\$11,999	\$1,097,319	\$446,980	\$50,000	\$396,980

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7723/0621	03/2022	07 WARRANTY	9 UNVERIFIED	Q	V	\$257,900
7474/1516	02/2021	08 CORRECTIVE	0	U	I	\$100
7474/1514	02/2021	08 CORRECTIVE	0	U	I	\$100
7400/0389	02/2021	09 EASEMNT	0	U	I	\$100
7400/0387	02/2021	07 WARRANTY	9 UNVERIFIED	Q	I	\$650,000

[Property Description](#)

SEC 36 TWP 17 RGE 25
COM AT THE NW COR OF SEC 36 TH S 00-11-47 E 1577.55 FT TH N 90-00-00 E 706.25 FT
TO THE POB TH S 06-05-08 E 883.22 FT TH N 89-46-11 E 525.39 FT TH N 00-16-03 W
861.55 FT TH N 88-32-53 W 615.20 FT TO THE POB &
COM NW COR SEC 36 S 00-11-47 E 1577.55 FT TH N 90 E 706.25 FT TH S 06-05-08 E
883.22 FT TO POB TH N 89-46-11 E 525.39 FT TH S 00-16 E 173.62 TH S 89-46-44 W
526.20 FT TH N 173.53 FT TO POB &

TH N 21-35-12 E 305.41 FT TH N 13-10-09 E 60.27 FT TH N 89-39-45 E 359.86 FT

TH S 00-16-03 E 1600.91 FT TH N 88-32-53 W 615.20 FT TO POB

Parent Parcel: 50830-004-00

[Land Data - Warning: Verify Zoning](#)

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
6302		.0	.0	A1	7.45	AC						
0100		.0	.0	A1	2.00	AC						
6302		620.0	1,492.0	A1	1.82	AC						

Neighborhood 8097C

Mkt: 10 70

[Traverse](#)

Building 1 of 1

RES01=U5,4R6,5A135I2,9R7A45I2,9R6,5U34,9L25,5D13,5L1,3U0,8L37,3D0,8A315I8,5U22,5L14D49,8R4,8A135I2,9

R7,3A45I2,9R4,6D5,4R4A135I3,3R6A45I3,3R9,9A135I3,3R6A45I3,3R4.

FOP02=D12L39,2U12R4A135I3,3R6A45I3,3R9,9A135I3,3R6A45I3,3R4.U5,4R23,9U34,8

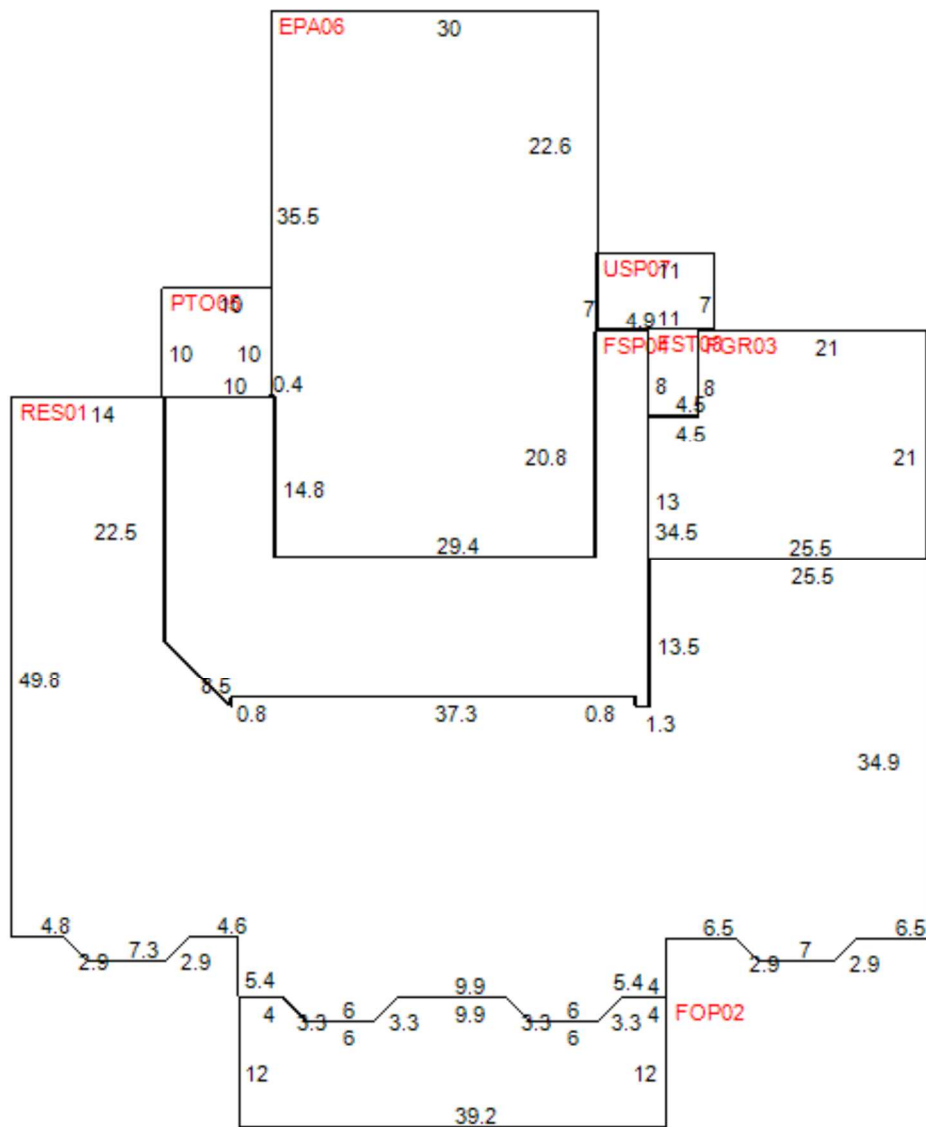
FGR03=U21L21D8L4,5D13R25,5.L25,5U21

FSP04=L4,9D20,8L29,4U14,8L10D22,5A135I8,5U0,8R37D0,8R1,3U34,5.L4,9D20,8L29,4U14,8L0,4

PTO05=U10L10D10R10.

EPA06=U35,5R30D22,6D7L0,4D20,6L29,4U14,8L0,4.U35,7R30D22,6

USP07=D7R11U7L11.D7R4,9



Building Characteristics

Improvement 1F - SFR- 01 FAMILY RESID
Effective Age 4 - 15-19 YRS
Condition 4
Quality Grade 800 - VERY GOOD
Inspected on 11/19/2024 by 187

Year Built 1992
Physical Deterioration 0%
Obsolescence: Functional 0%
Obsolescence: Locational 0%
Architecture 8 - DESIGNED RESID
Base Perimeter 311

TypeID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
RES 0132	- CONC BLK-STUCO	1.35	1992	N	0 %	0 %	2,873	3,879
FOP 0201	- NO EXTERIOR	1.00	1992	N	0 %	0 %	432	432
FGR 0332	- CONC BLK-STUCO	1.00	1992	N	0 %	0 %	500	500
FSP 0401	- NO EXTERIOR	1.00	1992	N	0 %	0 %	810	810
PTO 0501	- NO EXTERIOR	1.00	1992	N	0 %	0 %	100	100
EPA 0601	- NO EXTERIOR	1.00	1995	N	0 %	0 %	1,495	1,495
USP 0701	- NO EXTERIOR	1.00	1992	N	0 %	0 %	77	77
FST 0832	- CONC BLK-STUCO	1.00	1992	N	0 %	0 %	36	36

Section: 1

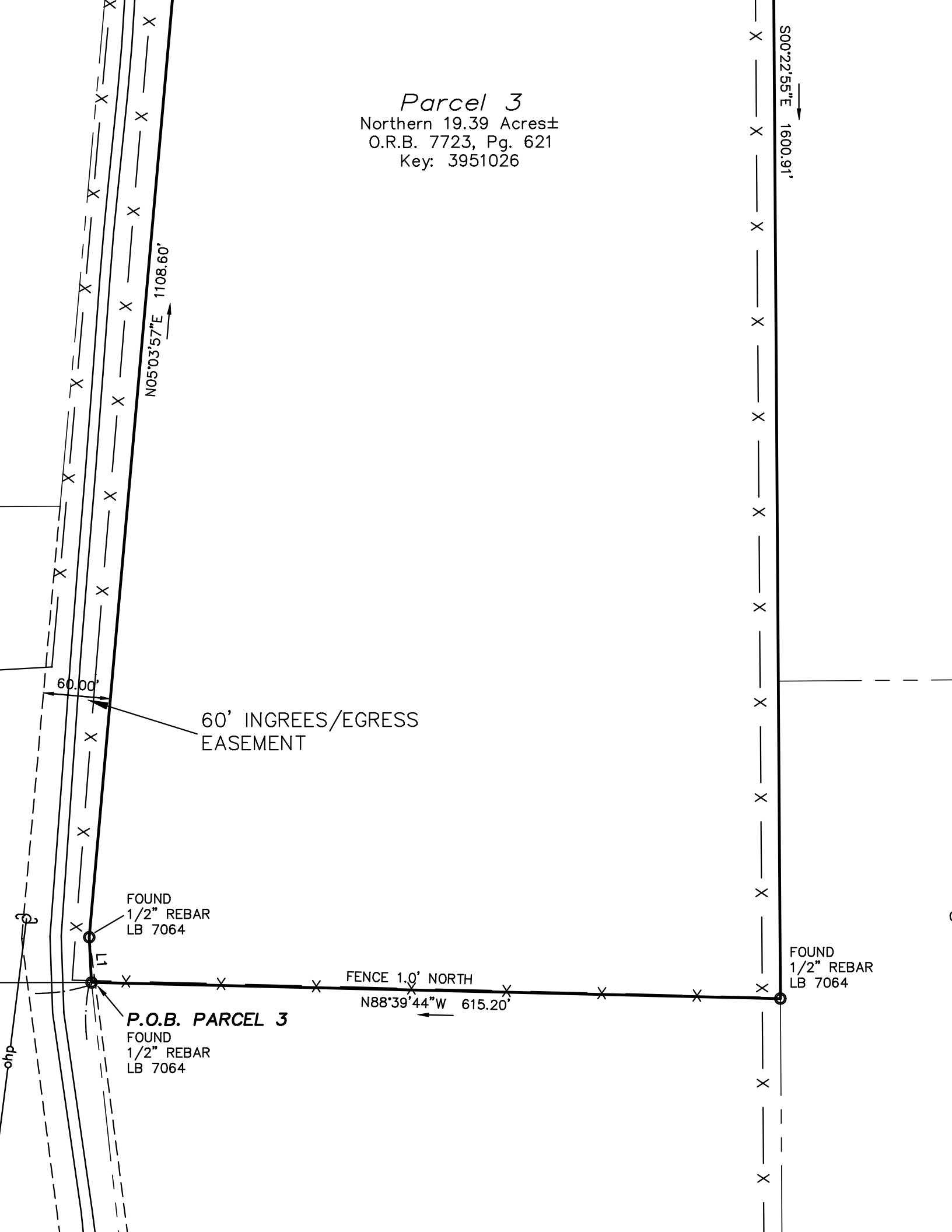
Roof Style: 10 GABLE
Roof Cover: 08 FBRGLASS SHNGL
Heat Meth 1: 20 HEAT PUMP

Floor Finish: 23 VINYL PLANK
Wall Finish: 16 DRYWALL-PAINT
Heat Fuel 1: 10 ELECTRIC

Bedrooms: 5
4 Fixture Baths: 1
3 Fixture Baths: 4
Blt-In Kitchen: Y
Dishwasher: Y
Garbage Dispos: Y

Foundation: 7 BLK PERIMETER A/C: Y		Fireplaces: 1		Extra Fixtures: 3		Intercom: N Vacuum: N	
Miscellaneous Improvements							
Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
190 SEPTIC 1-5 BTH	1.00	UT	99	1992	5	0.0	0.0
256 WELL 1-5 BTH	1.00	UT	99	2021	5	0.0	0.0
099 DECK	984.00	SF	50	1995	2	0.0	0.0
226 RES SWIM POOL	612.00	SF	20	1995	5	0.0	0.0
159 PAV CONCRETE	2,834.00	SF	20	1989	3	0.0	0.0
184 RETAIN WALL	105.00	SF	50	1999	3	35.0	3.0
112 FENCE WIRE/BD	896.00	LF	10	2024	5	0.0	0.0
048 SHED OPEN	720.00	SF	15	2023	2	30.0	24.0
048 SHED OPEN	240.00	SF	15	2023	2	20.0	12.0
112 FENCE WIRE/BD	604.00	LF	10	1999	3	0.0	0.0
Appraiser Notes							
Planning and Building ** Permit Search **							
Permit Number	Date Issued		Date Completed		Description		

Parcel 3
Northern 19.39 Acres±
O.R.B. 7723, Pg. 621
Key: 3951026



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Kimber Merriam

Oxford Title Agency, LLC

15400 U.S. Highway 301

Summerfield, FL 34491

OX220050

Property Appraisers Parcel Identification (Folio) Number:

50830-004-00 (part of)

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 11th day of March, 2022 by Richard L. Waters and Martine D. Waters, husband and wife herein called the grantor(s), to Elio Y. Pena and Claribel M. Pena, husband and wife, whose post office address is

23100 SE Highway 42, Umatilla, FL 32784,
hereinafter called the Grantee(s):

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

W I T N E S S E T H: That the grantor(s), for and in consideration of the sum of **TWO HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS** (U.S. \$257,880.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **Marion County, State of Florida**, viz.:

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00 DEGREES 11'47" E ALONG THE WEST LINE OF SAID SECTION 36 FOR A DISTANCE OF 1577.55 FEET; THENCE N 90 DEGREES 00'00" E, 706.25 FEET; THENCE S 06 DEGREES 05'08 E, 883.22 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEGREES 46'11" E, 525.39 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE S 00 DEGREES 16'00" E ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36 FOR A DISTANCE OF 173.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36; THENCE S 89 DEGREES 46'44" W ALONG THE SOUTH LINE OF SAID SECTION 36 A DISTANCE OF 526.20 FEET; THENCE N 00 DEGREES 00'00" W, 173.54 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00 DEGREES 11'47" E ALONG THE WEST LINE OF SAID SECTION 36 FOR A DISTANCE OF 1577.55 FEET; THENCE N 90 DEGREES 00'00" E, 706.25 FEET TO THE POINT OF BEGINNING; THENCE N 02 DEGREES 43'35" W, 40.48 FEET; THENCE N 05 DEGREES 10'49" E, 1110.84 FEET; THENCE N 13 DEGREES 42'00" E, 101.04 FEET; THENCE N 21 DEGREES 35'12" E, 305.41 FEET; THENCE N 13 DEGREES 10'09" E, 60.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE N 89 DEGREES 39'45" E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, 359.86 FEET TO A POINT OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE S 00 DEGREES 16'03" E ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36 FOR 1600.91 FEET; THENCE N 88 DEGREES 32'53" W, 615.20 FEET TO THE POINT OF BEGINNING.

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

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

AND, the grantor(s) hereby covenant(s) with said grantee(s) that the grantor(s) is/are lawfully seized of said land in fee simple; that the grantor(s) has/have good right and lawful authority to sell and convey said land, and hereby warrant(s) the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the said grantor(s) has/have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

SUZANN DENNIS

Witness #1 Printed Name

Witness #2 Signature

Lisa Sims

Witness #2 Printed Name

Richard L. Waters

Richard L. Waters

Martine D. Waters

Martine D. Waters

Whose mailing address is:

1-8130X1070

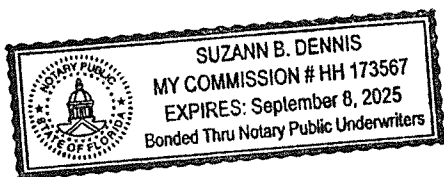
UW2H1K2FL3278A

State of
County of

Florida
Marion

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization, this 11th day of March, 2022, by **Richard L. Waters and Martine D. Waters, husband and wife**, who () are personally known to me or (☒) have produced Driver License as identification.

SEAL



[Signature]
Notary Public

Printed Notary Name

My Commission Expires:

This Instrument Prepared by
return to:

Barry L. Miller, Esquire
Barry Miller Law
11 N. Summerlin avenue, Suite 100
Orlando, FL 32801 Phone: (407) 423-1700
www.barrymillerlaw.com

This Access Easement Agreement is being recorded to correct the legal description of the previously recorded Access Easement Agreement in Marion County O.R. BK 7400 PGS 0389-0398 on 03/05/2021.

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Easement" or "Agreement") is made this 26 day of February 2021, by and between RICHARD L. WATERS and MARTINE D. WATERS, husband and wife, whose address is 2309 P.O. Box 1070, Umatilla, 32784 (hereinafter "WATERS") and ELIO Y. PENA and CLARIBEL M. PENA, husband and wife, whose address is 23100 SE Hwy 42, Umatilla 32784 (hereinafter "PENA"). (Waters and Pena sometimes hereinafter individually referred to as "Owner" and collectively "Owners").

WITNESSETH:

WHEREAS, Waters is the owner in fee simple of that certain real property located in Marion County, Florida and more particularly described in **Exhibit "A"** ("Waters' Property") attached hereto and made a part hereof by this reference.

WHEREAS, Pena is the owner in fee simple of that certain real property located in Marion County, Florida and more particularly of the property described in **Exhibit "B"** ("Pena's Property") attached hereto and made a part hereof by this reference.

WHEREAS, sometimes the Waters Property and the Pena Property are hereinafter referred to individually as parcel and collectively as the parcels ("Parcel" or "Parcels").

WHEREAS, the parties are desirous of creating a perpetual non-exclusive easement over, on, under, through and across the "Access Easement Area" (as defined herein) for the purpose of providing ingress, egress, and vehicular and pedestrian access over and across the Access Easement Area (as hereinafter defined) to and from publicly dedicated roads, subject to the restrictions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, Waters and Pena agree as follows:

1. **Whereas Clauses.** The Whereas Clauses are material components of this Easement and are incorporated herein by this reference.

2. **Grant of Access Easement.**

A. Waters does, upon delivery of this Easement, grant, give and convey to Pena , their successors and/or assigns a perpetual, nonexclusive easement ("Access Easement") over, on, under, through, across and upon the real property described in Exhibit "C" (hereinafter referred to as "Access Easement Area") for the purpose of providing ingress, egress, and vehicular and pedestrian access over and across the Access Easement Area to and from all abutting streets or rights of way furnishing access to the publicly dedicated roads.

B. The opening(s) and access point(s) contemplated between the Parcels are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the streets for pedestrian and vehicular ingress and egress as set forth herein. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel (the "Improvements") as long as the Improvements do not block, close, alter, change or remove the Access Openings. Notwithstanding the foregoing, a portion of the Access Openings may be temporarily closed to do maintenance or repair, but in no event shall such closure obstruct the flow of traffic through the Access Openings.

3. **Maintenance.** The Owners covenant that they shall keep and maintain, equally, the Access Easement Area. Nothing contained in this Easement shall be deemed to allow an Owner of the Parcels, or any portion thereof, to avoid a more stringent obligation for maintenance that may be contained in a written agreement or declaration governing the Parcels or any ordinance or regulation from a governmental entity having jurisdiction over the Parcels.

4. **Insurance.** Owners shall maintain at all times for the duration of this Agreement liability insurance for the Easement Area in the minimum amount of \$100,000.00 per occurrence and \$300,000.00 in the aggregate, which said insurance policy shall name all Owners as an additional insured, and shall furnish each other annually, with a certificate of insurance evidencing such coverage. Said coverage shall also include, in equal amounts and coverage limits, an endorsement or applicable other coverage which indemnifies the Owners in the event of any casualty loss or other damage resulting from an Owner's use of the Easement Area (or upon the malfunction, breaking, or failure of any utility line or Fixture existing upon the Easement Area) which causes damage to an Owner Property.

5. **Further Subdivision of Waters Property.** The Waters property may be further subdivided and that any owner of a portion(s) of said subdivided parcels may use the Access Easement Area. In that event, the owner of each benefitted parcel shall share equally in the maintenance and repair of the Access Easement Area and shall be subject to the terms and conditions of this Agreement and shall be a continuing obligation running with the land.

6. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by Waters or Pena, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from

the consequences of such breach, including payment of any amounts due and/or specific performance.

7. **Lien Rights.** Any claim for reimbursement, including interest as aforesaid and all costs and expenses including reasonable attorneys' fees awarded to an Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the Parcel of the Defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the property of the Defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Clerk of the Court, of Marion County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior; (ii) all liens recorded in the Office of the Clerk of the Court, of Marion, Florida prior to the date of recordation of said notice of lien; and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the Defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien. In any event, the prevailing party shall recover from the non-prevailing party reasonable attorney's fees and expenses including, court costs, and telephone transmissions and facsimile costs, whether or not an action is actually commenced, and whether incurred before, during or after trial and upon any appellate level. Unless the lien is rerecorded or lis pendens filed within one (1) year of the recording of the lien, the lien shall lapse and be of no further force and effect whatsoever and the Defaulted Owner's property shall be exonerated from such charge and lien as reflected in the lien. However, the personal obligation shall remain and unless the Defaulted Owner's Parcel has been conveyed to a new owner, the lien will again become a charge against the Defaulted Owner's Parcel upon the recording of a new lien. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

8. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9. **Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

10. **Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the nondefaulting Owner in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat

thereof of this Agreement.

11. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Clerk of the Court, of Marion and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of Waters' Property and Pena's Property.

12. **Miscellaneous.**

12.1 **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

12.2 **Amendment.**

The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of Waters' Property and Pena's Property, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the County Recorder of Marion County, Florida.

12.3 **Consents.** Wherever in this Agreement the consent or approval of an owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

12.4 **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

12.5 **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12.6 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited or burdened thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.7 **Grantee's Acceptance.** Any grantee of Waters' Property or Pena's Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a

contract for the purchase thereof, whether from an original party or from a subsequent owner, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself, himself and its/his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Parcel so acquired by such grantee.

12.8 **Separability.** Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of Waters' Property and Pena's Property by the same person or entity shall not automatically terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

12.9 **Time of Essence.** Time is of the essence of this Agreement.

12.10 **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12.11 **Notices.** Notices or other communication hereunder shall be in writing, sent to the addresses contained herein or to that address for any subsequent owner of a Parcel as recorded in the deed of conveyance for a Parcel, and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

12.12 **Governing Law and Venue.** The laws of the State of Florida in which the properties are located shall govern the interpretation, validity, performance, and enforcement of this Agreement and the venue shall be in Marion County, Florida.

12.13 **Interference.** Neither party shall do anything to interfere with the purposes of this Easement.

12.14 **Ownership.** Each Owner warrants that it is the fee simple owner of their property and has full power and authority to grant this Easement. Further, any party executing on behalf of an entity is empowered to do so and thereby bind that entity.

12.15 **Legal Review.** The undersigned have read this Easement and understand its content and have had an opportunity to consult with legal counsel in the formulation and execution of this Easement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

(Signature Pages to Follow)

"WATERS"

WITNESSES:

Casey Scalise

Print Name: Casey Scalise

Victoria Bowen

Print Name: Victoria Bowen

Richard L. Waters

Richard L. Waters

Martine D. Waters

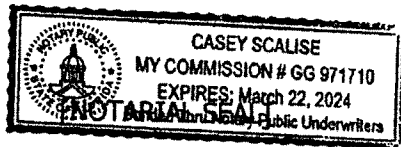
Martine D. Waters

STATE OF FLORIDA

COUNTY OF Seminole

)
) SS.:
)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 26 day of February, 2021, by Richard L. Waters and Martine D. Waters. They [☐] are personally known to me or [☒] have produced FLDL (type of identification) as identification.



Casey Scalise

Notary Public

Print Name: _____

My Commission Expires: _____

"Pena"

WITNESSES:

Casey Scalise

Print Name: Casey Scalise

Victoria Bowen

Print Name: Victoria Bowen

Elio Y. Pena

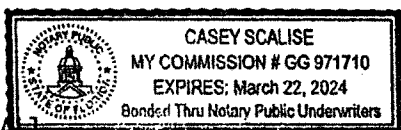
Elio Y. Pena

Claribel M. Pena

Claribel M. Pena

STATE OF FLORIDA)
) SS.:
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 26 day of February, 2021, Elio Y. Pena and Claribel M. Pena. They [☐] are personally known to me or [☒] have produced FLDL (type of identification) as identification.



[NOTARIAL SEAL]

Casey Scalise
Notary Public
Print Name: _____
My Commission Expires: _____

CONSENT TO ACCESS EASEMENT AGREEMENT

This CONSENT TO ACCESS EASEMENT AGREEMENT is entered into this 26th day of February 2021, by United Southern Bank, whose mailing address is P. O. Drawer 29, Umatilla, Florida 32784 ("Lender").

WHEREAS, Lender is the owner of that mortgage as recorded in the Official Records Book 7051, Page 342, of the Public Records of Marion County, Florida ("Mortgage") to Richard L. Waters and Martine D. Waters ("Borrower"), for that certain real property located in Marion County, Florida, described in Exhibit B ("Waters' Property") as attached to the Access Easement Agreement and made a part hereof.

WHEREAS, Borrower has requested Lender's consent, approval and affirmation to enter into the Access Easement Agreement

WHEREAS, Lender hereby consents, approves and affirms its approval to the Access Easement Agreement between Borrower and Elio Y. Pena and Claribel M. Pena.

LENDER: UNITED SOUTHERN BANK

By: *Robert P. Adrid*
Printed Name: ROBERT P. ADRID
Title: EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization, this 19 day of February, 2021 by Robert P. Adrid (name), as EXEC. V.P. (title) of United Southern Bank, who is personally known to me, or has produced a _____ as identification.

Jennifer B. McRorie
NOTARY PUBLIC Jennifer B. McRorie
Printed Name: _____
Commission Expires: _____
Commission Serial Number: _____



LEGAL DESCRIPTION ATTACHMENT

EXHIBIT "A"

Waters Property

The Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4, Section 36, Township 17 South, Range 25 East, Marion County, Florida; subject to an easement for ingress and egress over, upon and through the North 60.00 feet of the West 1085.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 17 South, Range 25 East; and subject to an easement for ingress and egress over, upon and through the South 30 feet of the East 30 feet of the Southwest 1/4 of the Northwest ¼

ALSO SUBJECT TO A 60 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 89°39'45" E ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 897.64 FEET TO THE POINT OF BEGINNING; THENCE S 13°10'09" W, 41.44 FEET; THENCE S 21°35'12" W, 305.13 FEET; THENCE S 13°42'00" W, 107.42 FEET; THENCE S 05°10'49" W, 1119.60 FEET; THENCE S 07°14'08" E, 417.89 FEET; THENCE S 03°11'10" W, 60.75 FEET; THENCE S 86°48'50" E, 60.00 FEET; THENCE N 03°11'10" E, 66.22 FEET; THENCE N 07°14'08" W, 416.83 FEET; THENCE N 05°10'49" E, 1110.84 FEET; THENCE N 13°42'00" E, 101.04 FEET; N 21°35'12" E, 305.41 FEET; THENCE N 13°10'09" E, 60.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE S 89°39'45" W, 61.71 FEET TO THE POINT OF BEGINNING. of said Section 36, Township 17 South, Range 25 East, Marion County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00°11'47" E ALONG THE WEST LINE OF SAID SECTION 36 FOR A DISTANCE OF 1577.55 FEET; THENCE N 90°00'00" E, 706.25 FEET TO THE POINT OF BEGINNING; THENCE S 06°05'08" E, 883.22 FEET; THENCE N 89°46'11" E, 525.39 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 36; THENCE N 00°16'03" W ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 36 861.55 FEET; THENCE N 88°32'53" W, 615.20 FEET TO THE POINT OF BEGINNING. CONTAINING 11.37 ACRES MORE OR LESS.

EXHIBIT "B"

Pena Property

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00°11'47" E ALONG THE WEST LINE OF SAID SECTION 36 FOR A DISTANCE OF 1577.55 FEET; THENCE N 90°00'00" E, 706.25 FEET TO THE POINT OF BEGINNING; THENCE S 06°05'08 E, 883.22 FEET; THENCE N 89°46'11" E, 525.39 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 36; THENCE N 00°16'03" W ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 36 861.55 FEET; THENCE N 88°32'53" W, 615.20 FEET TO THE POINT OF BEGINNING. CONTAINING 11.37 ACRES MORE OR LESS.

TOGETHER WITH A 60 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 89°39'45" E ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 897.64 FEET TO THE POINT OF BEGINNING; THENCE S 13°10'09" W, 41.44 FEET; THENCE S 21°35'12" W, 305.13 FEET; THENCE S 13°42'00 W, 107.42 FEET; THENCE S 05°10'49" W, 1119.60 FEET; THENCE S 07°14'08" E, 417.89 FEET; THENCE S 03°11'10" W, 60.75 FEET; THENCE S 86°48'50" E, 60.00 FEET; THENCE N 03°11'10" E, 66.22 FEET; THENCE N 07°14'08" W, 416.83 FEET; THENCE N 05°10'49" E, 1110.84 FEET; THENCE N 13°42'00" E, 101.04 FEET; N 21°35'12" E, 305.41 FEET; THENCE N 13°10'09" E, 60.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE S 89°39'45" W, 61.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

Access Easement Area

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 25 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 89°39'45" E ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 897.64 FEET TO THE POINT OF BEGINNING; THENCE S 13°10'09" W, 41.44 FEET; THENCE S 21°35'12" W, 305.13 FEET; THENCE S 13°42'00" W, 107.42 FEET; THENCE S 05°10'49" W, 1119.60 FEET; THENCE S 07°14'08" E, 417.89 FEET; THENCE S 03°11'10" W, 60.75 FEET; THENCE S 86°48'50" E, 60.00 FEET; THENCE N 03°11'10" E, 66.22 FEET; THENCE N 07°14'08" W, 416.83 FEET; THENCE N 05°10'49" E, 1110.84 FEET; THENCE N 13°42'00" E, 101.04 FEET; N 21°35'12" E, 305.41 FEET; THENCE N 13°10'09" E, 60.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE S 89°39'45" W, 61.71 FEET TO THE POINT OF BEGINNING. of said Section 36, Township 17 South, Range 25 East, Marion County, Florida.

"AS IS" Residential Contract For Sale And Purchase

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

1* **PARTIES:** Claribel Mercedes Pena , Elio Y Pena ("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: 23100 SE Hwy 42 Umatilla 32784
8* (b) Located in: Marion County, Florida. Property Tax ID #: 50830-004-01
9* (c) Real Property: The legal description is Parcel ID: 50830-004-01; +/- 11.27 ac & improvements; DB 7723
10 PG 0621

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)** \$ 15,000.00

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* July 24, 2026, 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

this Contract, the Closing shall occur on August 24, 2026 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

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

6. OCCUPANCY AND POSSESSION:

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

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

FINANCING

8. FINANCING:

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

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

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

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

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

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

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

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

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

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

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

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

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

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

(CHECK ONE):

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

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

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

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

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

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

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

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

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

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

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

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

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

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

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

ESCROW AGENT AND BROKER

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

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

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

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 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.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

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

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

Buyer's Initials _____

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Seller's Initials _____

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594 * 20. ADDITIONAL TERMS: Property is being sold as-is not subject to financing or inspections.
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596 Seller is a licensed Florida Real Estate Sales Associate.
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612 COUNTER-OFFER

613 * ☐ Seller counters Buyer's offer.

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

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

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

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

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

ATTENTION: SELLER AND BUYER

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

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: Claribel Mercedes Pena Date: _____

Seller: Elio Y Pena Date: _____

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

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

Gabriella Nystrom
Cooperating Sales Associate, if any

United Real Estate Preferred
Cooperating Broker, if any

Matthew Gallimore
Listing Sales Associate

UNITED COUNTRY Smith & Associates Inc.
Listing Broker

Seller's Property Disclosure – Residential

UNITED | PREFERRED
REAL ESTATE

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

Notice to Seller: Florida law¹ requires a Seller of a home to disclose to the Buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the Buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

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

Seller makes the following disclosure regarding the property described as: 23100 SE HIGHWAY 42, UMATILLA, FL 32784 (the "Property")

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

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☒	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☒
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☒	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☒
(e) Are any of the appliances leased? If yes, which ones: <u>Propane Tank</u>	☒	☐	☐
(f) If any answer to questions 1(a) - 1(c) is no, please explain: <u>\$120 per year to Apopka Bottling Co. Plus Expense</u>			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☒	☐
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☒	☒	☐
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>Post Control</u>			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☒	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☒	☐
(c) Is any of the Property located in a special flood hazard area?	☐	☒	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☒	☐
(e) Does your lender require flood insurance?	☐	☒	☐
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☒	☐
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

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

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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☐ public ☐ private ☒ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☒	☐
(c) Do you have a water treatment system? If yes, is it ☐ owned ☐ leased?	☒	☐	☐
(d) Do you have a ☐ sewer or ☒ septic system? If septic system, describe the location of each system: <u>Front of Home & Side of Master Bedroom</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☒	☐	☐
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☐	☒	☐
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☒	☐
(h) Are any polybutylene pipes on the Property?	☐	☒	☐
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☒	☐	☐
(b) The age of the roof is <u>5</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	☐	☒	☐
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>Roof was replaced in 2021</u>	☐	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	☐	☒	☐
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☒ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☒ required door locks ☐ none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☒	☐
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☒	☐
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☒ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☐
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

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

- (a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)

Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.

- (b) Are there any proposed changes to any of the restrictions?
- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners?
- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?
- (e) Are there boundary line disputes or easements affecting the Property?
- (f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?
- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?
If yes, is there a right of entry? ☐ yes ☐ no
- (h) Are access roads ☐ private ☐ public? If private, describe the terms and conditions of the maintenance agreement: _____

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

Yes No Don't Know

9. **Environmental**

- (a) Was the Property built before 1978?
If yes, please see Lead-Based Paint Disclosure.
- (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?
- (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?
- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?
- (e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____

10. **Governmental, Claims and Litigation**

- (a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?
- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?
- (c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?
- (d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?
- (e) Have you ever had any claims filed against your homeowner's Insurance Policy?

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- (f) Are there any zoning violations or nonconforming uses? ☐ Yes ☒ No ☐ Don't Know
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ Yes ☒ No ☐ Don't Know
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ Yes ☒ No ☐ Don't Know
- (i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property? ☐ Yes ☒ No ☐ Don't Know
- (j) Are any improvements located below the base flood elevation? ☐ Yes ☒ No ☐ Don't Know
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐ Yes ☒ No ☒ Don't Know
- (l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits? ☐ Yes ☐ No ☒ Don't Know
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐ Yes ☒ No ☐ Don't Know
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐ Yes ☒ No ☐ Don't Know
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____

- (p) Is the Property located in a historic district? ☐ Yes ☒ No ☐ Don't Know
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district? ☐ Yes ☒ No ☐ Don't Know
- (r) Are there any active or pending applications or permits with a governing body over the historic district? ☐ Yes ☒ No ☐ Don't Know
- (s) Are there any violations of the rules applying to properties in a historic district? ☐ Yes ☒ No ☐ Don't Know
- (t) If the answer to 10(q) - 10(s) is yes, please explain: _____

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

- (a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ Yes ☒ No ☐ Don't Know

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

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

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

Seller: [Signature] / Elio Pena (signature) (print)
 Seller: [Signature] / Claribel Pena (signature) (print)

Date: 5-14-2026

Date: 5-14-2026

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

Buyer: _____ / _____ (signature) (print)
 Buyer: _____ / _____ (signature) (print)

Date: _____

Date: _____

Seller [Signature] and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4.

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Flood Disclosure

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

Seller, ELIO Y PENA AND CLARIBEL M PENA, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 23100 SE HIGHWAY 42, UMATILLA, FL 32784

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

FLOOD DISCLOSURE

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

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

Seller: ELIO Y PENA

Date: 04/01/2026

Seller: CLARIBEL M PENA

Date: 04/01/2026

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