



THE CITY OF ST. PETERSBURG, FLORIDA  
 PLANNING AND DEVELOPMENT SERVICES DEPARTMENT  
 URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

## STAFF REPORT

Community Planning and Preservation Commission  
 Certificate of Appropriateness Request

Report to the Community Planning and Preservation Commission from the Urban Planning and Historic Preservation Division, Planning and Development Services Department, for Public Hearing and Executive Action scheduled for **Tuesday, April 12, 2022, beginning at 2:00 p.m.**, in Council Chambers of City Hall, 175 Fifth St. N., St. Petersburg, Florida. Everyone is encouraged to view the meetings on TV or online at [https://www.stpete.org/connect\\_with\\_us/stpete\\_tv.php](https://www.stpete.org/connect_with_us/stpete_tv.php).

*According to Planning & Development Services Department records, no Commission member or his or her spouse has a direct or indirect ownership interest in real property located within 2,000 linear feet of real property contained with the application (measured in a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon the announcement of the item.*



<b>Case No.:</b>	<b>22-90200008</b>
<b>REQUEST:</b>	Review of a Certificate of Appropriateness for the demolition of a single-family residence at 620 10 <sup>th</sup> Ave. S., a contributing resource to a local historic district
<b>OWNERS:</b>	Tobias & Jill Bacaner Rev Trust; Tobias Bacaner, Trustee; Jill Bacaner, Trustee
<b>ADDRESS:</b>	620 10 <sup>th</sup> Avenue South
<b>LOCAL LANDMARK:</b>	Roser Park Local Historic District (87-01)
<b>LEGAL DESCRIPTION:</b>	KIRKWOOD SUB W 40FT OF LOT 9 & W 40FT OF N 10FT OF LOT 7
<b>PARCEL ID NO.:</b>	30-31-17-46872-000-0091
<b>ZONING:</b>	NT-2

## Historical Context and Significance

The Roser Park area was developed by Charles Martin Roser beginning in the early 1910s as an early planned suburb of downtown St. Petersburg. From this time, the area's development was influenced by its unique topography. Booker Creek, the body of water which the subject bridge crosses, and its surrounding parkland serve as a focal point of the neighborhood. The area was developed with, and has since retained, single-family residences of various architectural styles which represent St. Petersburg's early development, including Craftsman and Colonial Revival. Elements of the urban landscape dating to the area's early development, including rusticated concrete block retaining walls, brick streets, and park land, have also been retained and continue to define Roser Park's distinct character.

620 10<sup>th</sup> Avenue South ("the subject property") was constructed c.1918, appearing on the 1918 Sanborn Map, which was the first time the Roser Park area was included. The frame vernacular structure was initially depicted as a two-story massing, but is considered a one-and-a-half story structure with rectangular plan and a hip roof with a hip extension. The house also has exposed rafter ends, which are visible beneath the projecting eaves. The exterior wall fabric is wood, drop siding and asbestos shingles. Several one-story additions have been constructed over the years. Some of these one-story additions are in very poor condition. Overall, the property still retains its essential architectural form and historic integrity.

The FMSF No. PI05627, completed in 1993, indicates that the property's windows and doors were boarded up at the time of documentation. It appears that the property has remained uninhabitable since then.

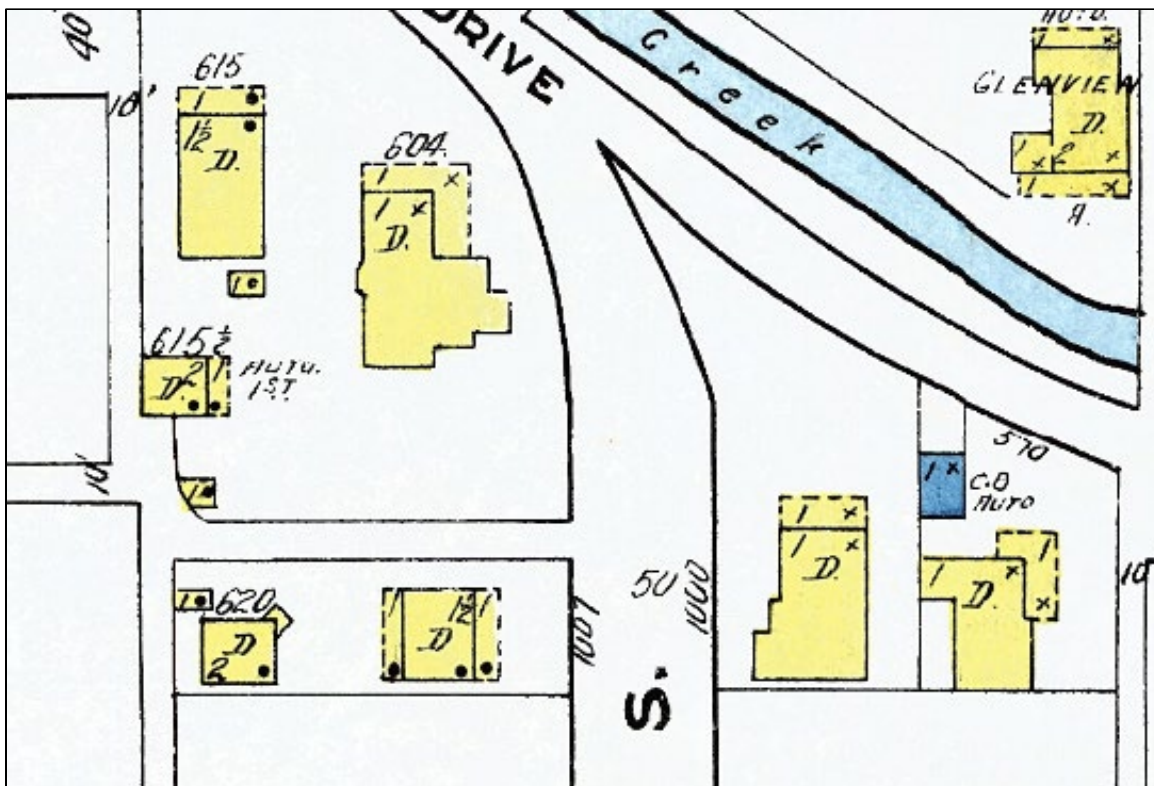
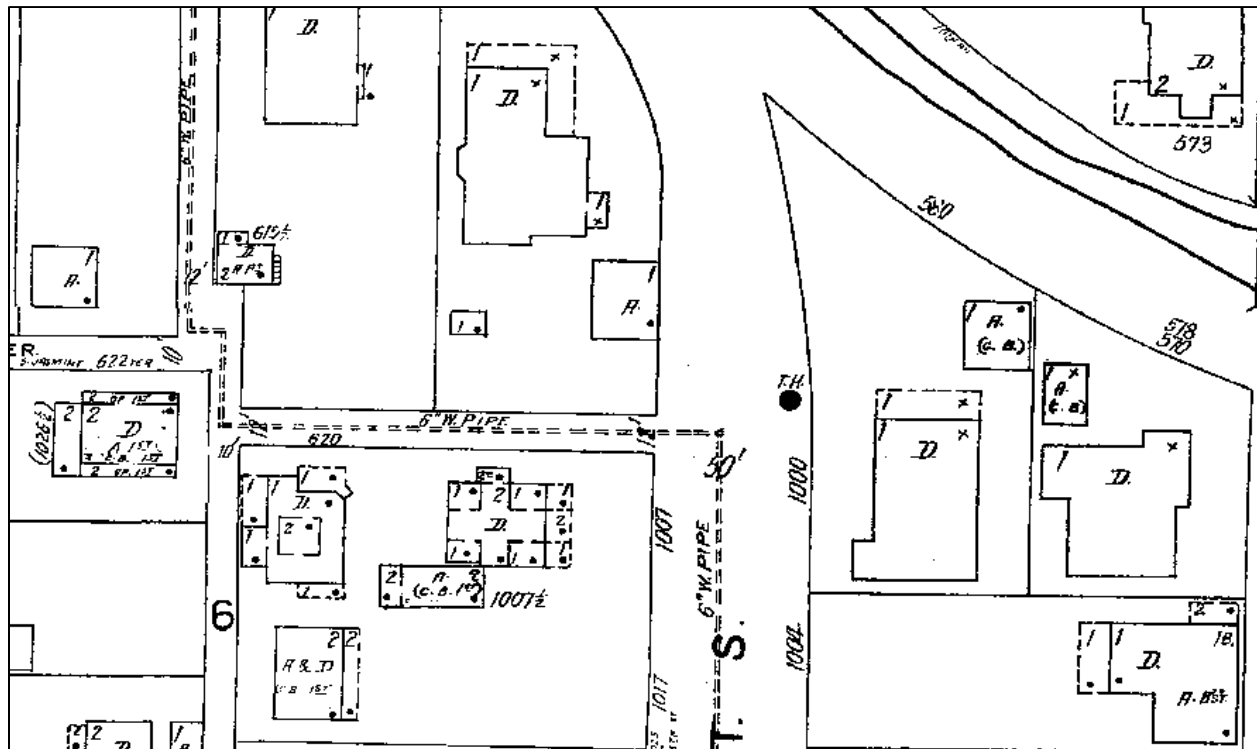


Figure 1: 1918 Sanborn map, Sheet 27. Subject property is outlined in red.



**Figure 2: Portion of the 1951 Sanborn Map Company map of St. Petersburg Florida, Sheet 212b, depicting the property with new additions.**

Roser Park Local Historic District (HPC 87-01) was designated to the St. Petersburg Register of Historic Places in 1987. The house at 620 10<sup>th</sup> Avenue South is classified as a contributing resource to the historic district. As a contributing structure to the local historic district, alterations, demolition, and new construction require the issuance of a Certificate of Appropriateness ("COA"). Per the City's COA Matrix, demolition requires review by the Community Planning and Preservation Commission ("Commission").

The proposal for demolition of this structure came before this Commission last year (21-90200034), but was deferred by the applicant. Due to the time elapsed after the deferral, the application no. 21-90200034 was voided, and a new application for demolition was required.

The subject property was also included in the Roser Park Historic District (NRHP no. 98000295) as a contributing resource. The Roser Park Historic District was listed in the National Register of Historic Places on April 1, 1998.

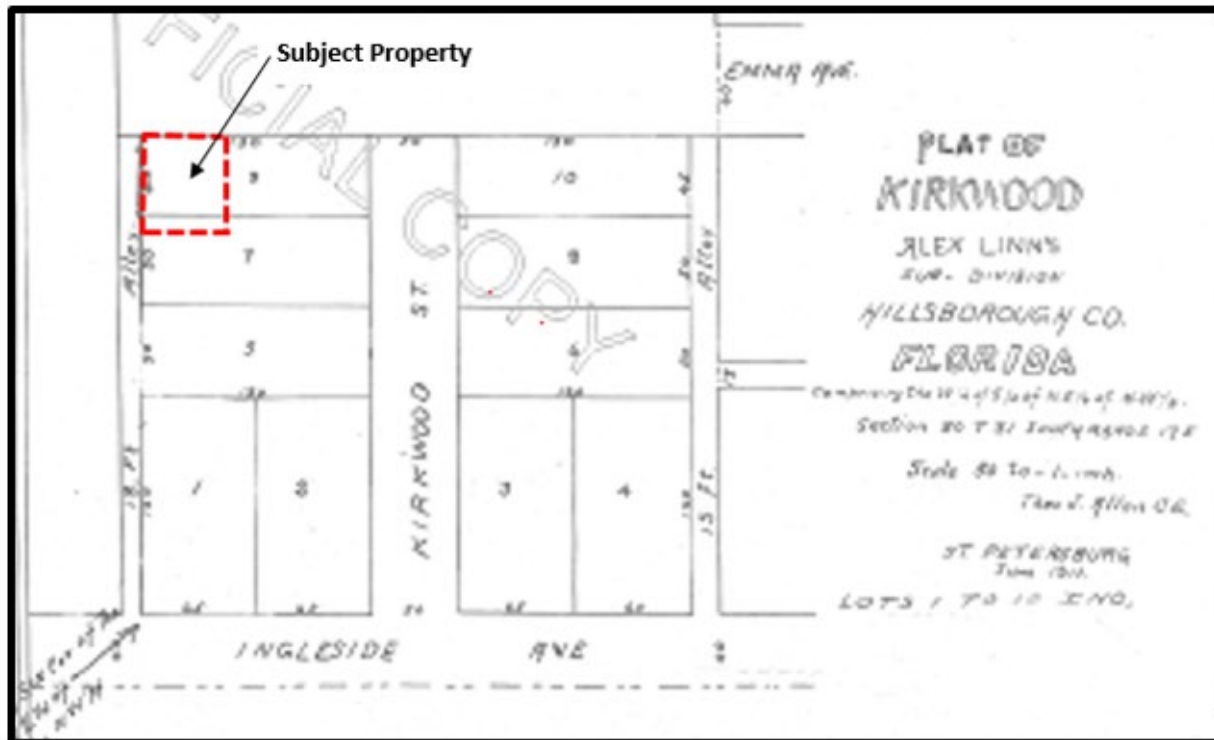
## Project Description

Application No. 22-90200008, which was submitted to St. Petersburg's Urban Planning and Historic Preservation Division by the owner on January 12, 2022, proposes total demolition of a contributing property to the Roser Park Local Historic District (Appendix A).

## Zoning and Land Development Regulation Overview

The application in consideration proposes the demolition of a historic single-family structure in a local historic landmark district through a Certificate of Appropriateness (COA) review. This Section provides a review of the zoning and associated Land Development Regulation requirements for the subject property.

The property is part of the original Kirkwood Alex Linns Subdivision. The property is a corner lot and borders along two (2) alleys with the front yard located along the northern property line. The alley to the west is 13 feet wide and the ally to the north is 12 feet wide. The property was split from the original Lot 9 and Lot 7 and today is 40 feet wide by 55 feet in depth as shown below.



The property is zoned Neighborhood Traditional (NT-2) and is located within the Roser Park National Register Historic District and the Roser Park Local Historic District. As such, the property is within the Historic and Archaeological Preservation Overlay District within the Land Development Regulations (LDRs) which provides both protects and regulates properties within the overlay district. Within this overlay district, the property has been identified as a Level 2 Archaeological Sensitive Area. The existing single-family structure is considered a contributing resource in both the National and Local Historic Districts.

The purpose of the NT district regulations is to protect the traditional single-family character of the NT neighborhoods, while permitting rehabilitation, improvement and redevelopment in a manner that is consistent with the scale of the neighborhood. The standards for the NT districts are intended to reflect and reinforce their unique character. The character and context along the street should reinforce the pattern of a traditional single-family neighborhood. These areas typically exhibit a higher degree of architectural legacy and characteristics. Site layout and architectural detailing is emphasized to preserve and reinforce the existing development pattern. The NT-2 zoning designation requires a minimum lot width of 50 feet and lot area of 5,800 s.f. The subject property is considered to be nonconforming in lot width (40 feet wide) and area (2,200 s.f.) and is considered to be a buildable lot pursuant to the property card and Buildable Lot Letter 20-40000074. Therefore, no variance to the lot width or lot area is required for the construction of a single -family home; however, all other requirements of the NT-2 district and applicable LDRs must be met, or variances must be granted. Upon demolition of the existing structure, there is no guarantee of variances for setbacks, site layout and design, and other LDR requirements.

The following land development requirements apply to NT-2 property:

<b>Density, Intensity &amp; Setbacks</b>	<b>Required</b>	<b>Max for Property (based on 2,200 s.f.)</b>
Front yard setback:	25 feet	
Street side setback:	12 feet	
Interior side yard setback*:	5 feet	
Rear yard setback:	10 feet (no alley)	
Parking Required	2 spaces	2 spaces
Maximum Floor Area Ratio (FAR):	0.40	880 s.f.
Bonus FAR (with required design elements)	Up to 0.20	Up to 440 s.f.
Maximum Building Surface	0.55	1,210 s.f.
Maximum Impervious Surface	0.65	1,430 s.f.

\*for properties less than 50 ft. width

Any new structure will have to meet the building and design requirements for NT-2, visibility triangle, parking, landscaping, and all other applicable land development requirements. No site plans for a new single-family structure have been submitted.

Based on the attached sketch showing the Buildable Lot Area, after the NT-2 setbacks are in place, the buildable lot area is 30 ft x 20 ft, or 600 s.f. The front yard is allowed up to 45% impervious surface area. The front yard is 1,000 s.f. which allows for a maximum of 450 s.f. that typically includes the front porch, stoop, and walkways. Even with a variance to the front setback, the front yard impervious area requirement remains.

As noted above, the property must also follow the requirements of *Section 16.30.070 Historic and Archaeological Preservation Overlay*. This overlay requires a Certificate of Appropriateness (COA) for the demolition approval. However, a COA does not relieve the property owner of compliance with the LDRs. In addition, the COA allows for Conditions of Approval that must be followed in the construction of a new single-family structure. In order to preserve the historical importance of the area, Section 16.30.070 requires that deteriorated historic features be repaired rather than replaced and where the severity of deterioration requires replacement of distinctive features, the replacement shall match the old in design, texture, and other visual qualities and, where reasonable, materials. *Section 16.30.070 Historic and Archaeological Preservation Overlay* and *Section 16.60.030.4. Non-Conforming Structures*, indicates that if a nonconforming structure is removed or demolished then any new development must be consistent to Chapter 16 of the city LDRs.

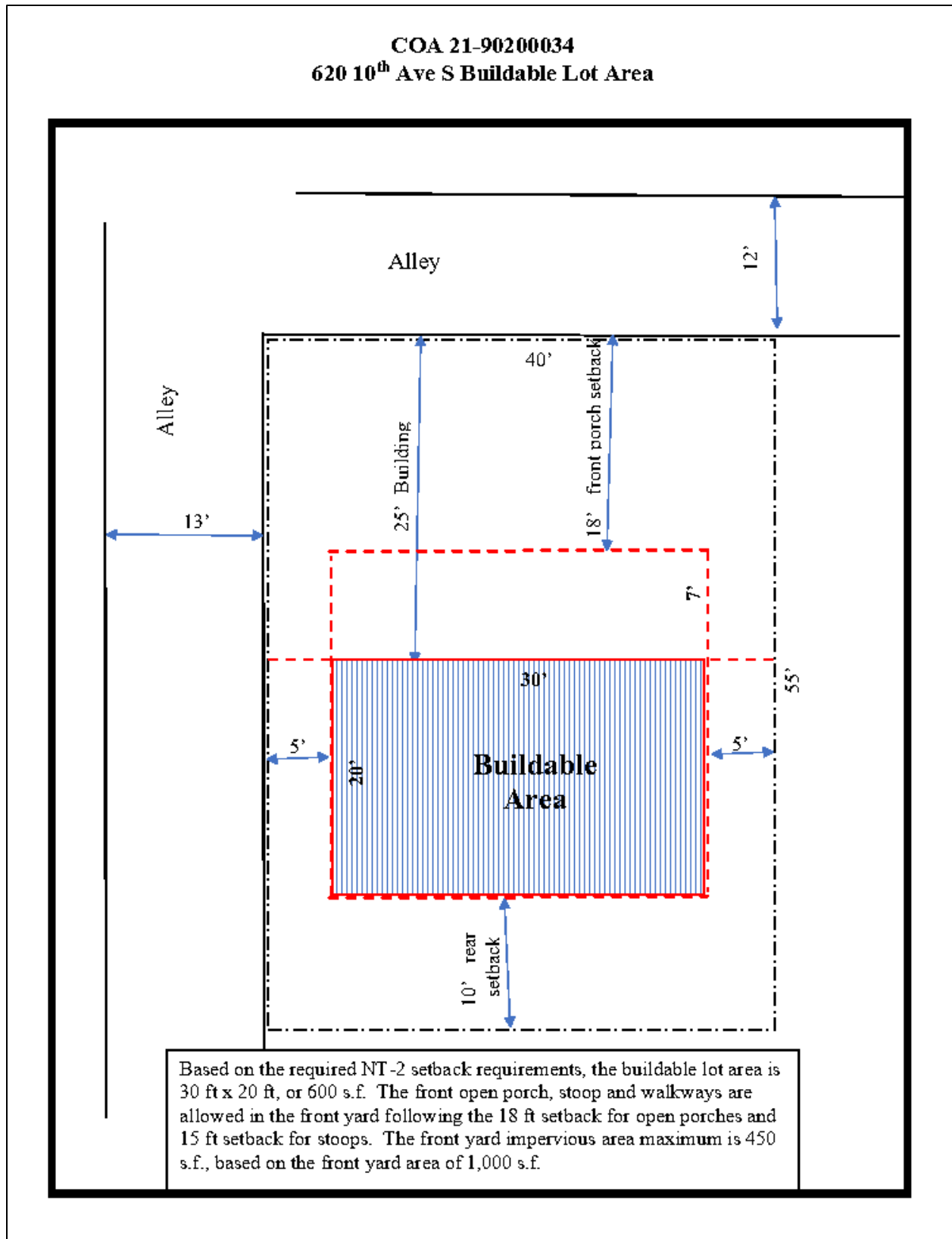


Figure 3: Sketch of buildable area, created by staff.

## Project Review

### General Criteria for Granting Certificates of Appropriateness and Staff Findings

1. *The effect of the proposed work on the landmark or the property upon which such work is to be done.*

The proposed work will lead to a total demolition of a contributing structure to the Roser Park Local Historic District. The district is highly intact with only a few non-contributing resources. The demolition would lead to this property being considered a non-contributing resource and would negatively impact the district overall.

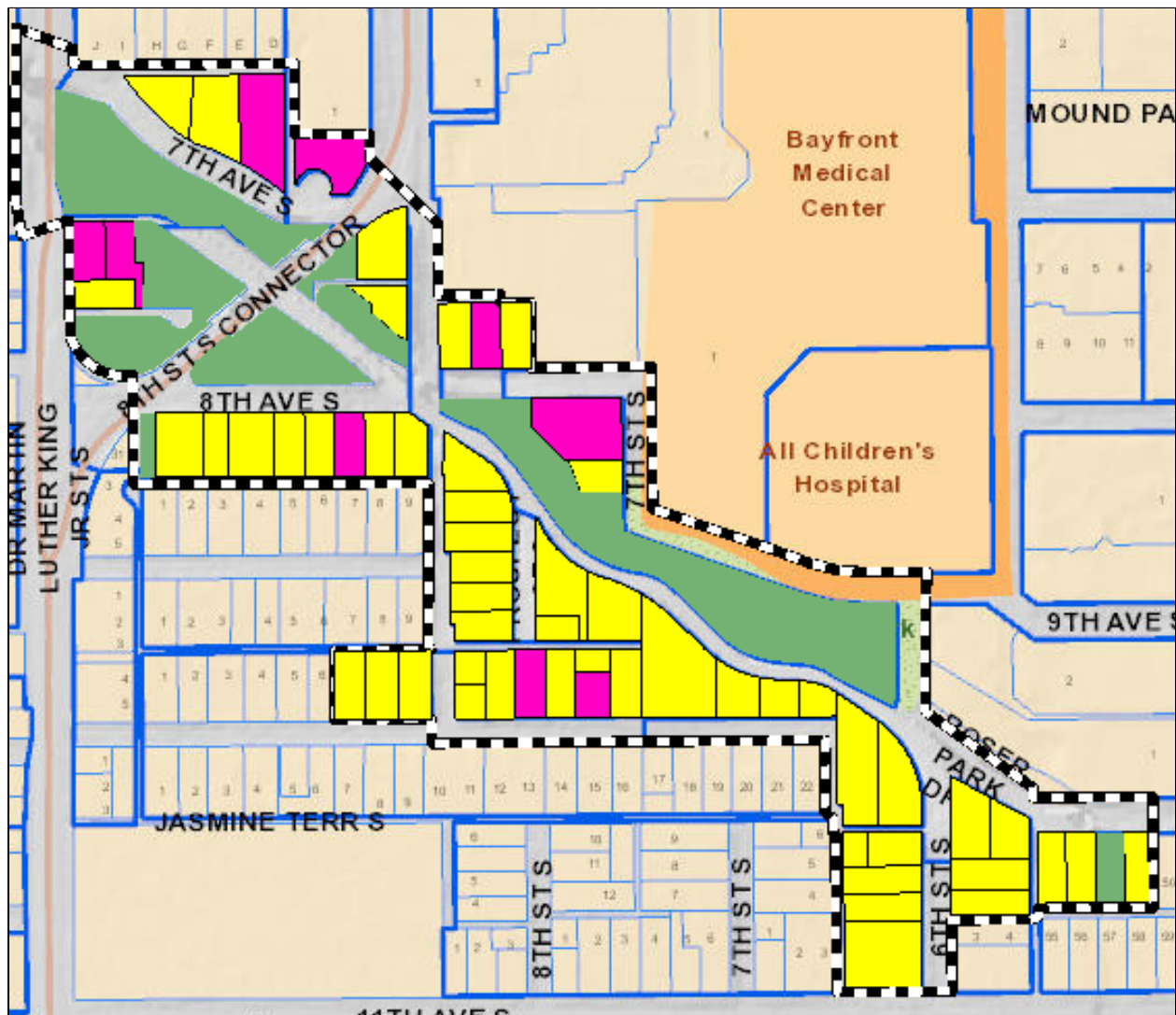


Figure 4: Map of the local historic district. Yellow indicates the property is a contributing resource. Pink indicates the property is non-contributing. Subject property is outlined in red.

2. *The relationship between such work and other structures on the landmark site or other property in the historic district.*

The subject property is designated as a contributing resource to the local historic district. There are very few non-contributing structures in the district, and none are surrounding the subject property. Removing a contributing structure would negatively impact the surrounding properties and the district as a whole.

3. *The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture and materials of the local landmark or the property will be affected.*

This request will result in total demolition. When the approval of demolition of resources in local historic districts is granted, the CPPC typically conditions final approval of the demolition permit on the approval of a COA for a replacement. This would result in the construction of a noncontributing residence within the district.

4. *Whether the denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of his or her property.*

The application includes estimates for rehabilitation, demonstrating that rehabilitation is possible. Therefore, denial would not deprive the owner of reasonable beneficial use of his property.

5. *Whether the plans may be reasonably carried out by the applicant.*

There is no indication that the applicant cannot carry out the proposal. Staff does have some concerns over the ability to construct a single-family residence on this site due to its small size.

6. *A COA for a noncontributing structure in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district. Approval of a COA shall include any conditions necessary to mitigate or eliminate negative impacts.*

This criterion is not relevant to this application.

#### Additional Guidelines for Demolition

In approving or denying applications for a COA for demolition, the Commission and the POD shall also use the following additional guidelines:

1. *The purpose and intent of these additional requirements is to determine that no other feasible alternative to demolition of the local landmark or contributing property can be found.*

The application's justification for the necessity of the subject property's demolition is primarily based on the estimated cost of a potential rehabilitation. The application (Appendix A) provided a letter from Peter Goldhammer, a licensed architect, from 3PI Inspections LLC which stated that the subject property was found to be unsafe and beyond repair. The architect noted that there is "structural damage to the floor caused by many floor joists damaged from termite infestation and water intrusion. Many roof trusses are damaged due to termite infestation and water intrusion. Exterior and interior walls have settled due to years of water intrusion. Many areas of the roof have collapsed due to damage to roof trusses and settling of exterior and interior load bearing walls. Black Mold appears to be present due to years of water intrusion."

The owner included an estimate and assessment from a licensed contractor, Rick Myrick of NuRoom Corporation who also stated that the structure is beyond repair due to settlement, water damage, and



termite infestation. The estimate stated that demolition and new construction would be \$170,000 of a structure of similar square footage, and that rehabilitation of the extant structure would cost approximately \$293,000.

The application includes the estimated costs for renovation and new construction by ProActive Restoration, LLC. ProActive's assessment was that the structure is "beyond economic unfeasibility of renovation." The application includes an estimate from ProActive Restoration, LLC that renovation would cost approximately \$293,050. The same contractor estimated that the demolition and new construction of an 1,100 square foot house would cost \$142,000 to \$180,000. This was included in the previous application for demolition.

The application also includes that the owner's assessment that the current structure, after rehabilitation and restoration, would be able to be sold for \$350/SF. That would indicate a sales price of \$385,000, not including closing costs. The owner indicates he would receive a net loss of approximately \$40,000 due to cost of the property, carrying costs, and the cost of rehabilitation. Staff does not know the basis of the \$350/SF price came from, but after doing an analysis of home sales in Roser Park in the past six months, the average sold square foot price was \$344/SF. There were six single family properties sold in the past six months, and the price range was from \$252 to \$408 per square foot.

It should be noted that because this property is a contributing resource to a local and national historic district, the property would be eligible for Ad-Valorem Tax Exemptions on any qualified renovation. A Federal Income Tax Rehabilitation Credits is also available if the property is income-producing (rental). Combined, these incentives enhance the benefit and feasibility of rehabilitation.

2. *No COA for demolition shall be issued by the Commission until the applicant has demonstrated that there is no reasonable beneficial use of the property or the applicant cannot receive a reasonable return on a commercial or income-producing property.*

The subject property is not zoned for commercial use and has not been indicated to be income-producing. This criterion is not relevant to the application.

3. *The Commission may solicit expert testimony and should request that the applicant furnish such additional information believed to be necessary and relevant in the determination of whether there is a reasonable beneficial use or a reasonable return. The information to be submitted by a property owner should include, but not be limited to, the following information:*

- a. *A report from a licensed architect or engineer who shall have demonstrated experience in structural rehabilitation concerning the structural soundness of the building and its suitability for rehabilitation including an estimated cost to rehabilitate the property.*

The application includes the letters from a licensed architect and two contractors who assessed the condition of the property and gave estimates on rehabilitation of the extant house versus construction of a new single-family house of a similar square footage. All three stated that they believed the structure was beyond repair. The application does not demonstrate that the architect or contractors have experience in structural rehabilitation.

b. *A report from a qualified architect, real estate professional, or developer, with demonstrated experience in rehabilitation, or the owner as to the economic feasibility of rehabilitation or reuse of the property. The report should explore various alternative uses for the property and include, but not be limited to, the following information:*

i. *The amount paid for the property, date of purchase, remaining mortgage amount (including other existing liens) and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.*

The application indicates the following:

1. Amount paid for property: \$100,000
2. Date of purchase: October 3, 2018

ii. *The most recent assessed value of the property.*

According to the Pinellas County Property Appraiser, the 2021 just/market value of the property was \$67,155.

iii. *Photographs of the property and description of its condition.*

The applicant invited staff to visit the property and photograph it. Staff's photographs can be found in Appendix C. The owner has provided photographs, depicting the conditions mentioned in the evaluations.

iv. *Annual debt service or mortgage payment.*

This owner states that there is no annual debt or mortgage payment.

v. *Real estate property taxes for the current year and the previous two years.*

The owner has provided tax statements from the past three years.

vi. *An appraisal of the property conducted within the last two years. The City may hire an appraiser to evaluate any appraisals. All appraisals shall include the professional credentials of the appraiser.*

This information was not provided. The application states that an appraisal was pending, but it has not been provided as part of the application.

vii. *Estimated market value of the property in its current condition; estimated market value after completion of the proposed demolition; and estimated market value after rehabilitation of the existing local landmark for continued use.*

The owner states in the application that the market value the extant structure after rehabilitation or a new structure of similar square footage would be \$385,000. The owner calculates that the total cost would be \$412,500, noting that it would a net loss.

- viii. Evidence of attempts to sell or rent the property, including the price asked within the last two years and any offers received.*

The applicant provided two contracts and cancellations for sale in the past year. No written reasons were provided for the cancellation of the two contracts.

- ix. Cost of rehabilitation for various use alternatives. Provide specific examples of the infeasibility of rehabilitation or alternative uses which could earn a reasonable return for the property.*

This criterion is not relevant to the subject property, which is zoned for single family use only.

- x. If the property is income-producing, submit the annual gross income from the property for the previous two years as well as annual cash flow before and after debt service and expenses, itemized operating and maintenance expenses for the previous two years, and depreciation deduction and projected five-year cash flow after rehabilitation.*

This property has not been inhabited for decades.

- xi. If the property is not income-producing, projections of the annual gross income which could be obtained from the property in its current condition.*

This information was not provided.

- xii. Evidence that the building can or cannot be relocated.*

The owner states that the building is in too poor of condition to be relocated.

- b. The Commission may request that the applicant provide additional information to be used in making the determinations of reasonable beneficial use and reasonable return.*
- c. If the applicant does not provide the requested information, the applicant shall submit a statement to the Commission detailing the reasons why the requested information was not provided.*

**The following criteria should be additionally considered as part of the Commission's review of the application:**

- 3. The Commission may ask interested individuals and organizations for assistance in seeking an alternative to demolition.*
- 4. The Commission shall review the evidence provided and shall determine whether the property can be put to a reasonable beneficial use or the applicant can receive a reasonable return without the approval of the demolition application. The applicant has the burden of proving that there is no reasonable beneficial use of the property or that the owner cannot receive a reasonable return. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Commission shall deny the demolition application except as provided below.*
- 5. The Commission may condition any demolition approval upon the receipt of plans and building permits for any new structure and submission of evidence of financing in order to*

*ensure that the site does not remain vacant after demolition.*

6. *The Commission may grant a COA for demolition even though the local landmark, or property within a local historic district has reasonable beneficial use or receives a reasonable return if:
 
  - a. *The Commission determines that the property no longer contributes to a local historic district or no longer has significance as a historic, architectural or archaeological local landmark; or*
  - b. *The Commission determines that the demolition of the designated property is necessary to achieve the purposes of a community redevelopment plan or the Comprehensive Plan.**
  
7. *The Commission may, at the owner's expense, require the recording of the property for archival purposes prior to demolition. The recording may include, but shall not be limited to, video recording, photographic documentation with negatives and measured architectural drawings.*

#### Additional Guidelines for Archaeological Sites.

The subject property is located within a Level 2 Archaeological Sensitivity Area, indicating a probability that unidentified resources might exist. Additional analysis during any potential ground-disturbing activity is encouraged, but not required.

#### Staff Recommendation

This request for demolition of the existing structure must be weighed by the applicant/property owner against all other factors articulated by City staff in the report section titled "Zoning and Land Development Regulations Overview."

Based on a determination of general consistency with the requirements for demolition of historic resources defined by Chapter 16, City Code of Ordinances and based on the submitted information from the applicant, staff recommends that the Community Planning and Preservation Commission **APPROVE** the Certificate of Appropriateness request for the demolition of the house at 620 10<sup>th</sup> Avenue South, a contributing property to Roser Park Local Historic District with the following conditions of approval:

1. A Certificate of Appropriateness for new construction at the subject property be approved by the Community Planning and Preservation Commission, and a complete set of drawings for a building permit be submitted and approved by the Urban Planning and Historic Preservation Division and Development Review Services Division staff before the demolition permit be granted.

Report Prepared By:




04.05.2022

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**Kelly Perkins, Historic Preservationist II**  
 Urban Planning and Historic Preservation Division  
 Planning and Development Services Department

Date

Report Approved By:



04.07.2022

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**Derek S. Kilborn, Manager**

Urban Planning and Historic Preservation Division  
Planning and Development Services Department

Date

# Appendix A:

Application No. 22-90200008



# CERTIFICATE OF APPROPRIATENESS

## APPLICATION

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Development Services Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida. Laura Duvekot, Historic Preservationist II, (727) 892-5451 or Laura.Duvekot@stpete.org

### GENERAL INFORMATION

<p>620 10<sup>th</sup> Ave So.</p> <hr/> <p>Property Address</p> <p>Kirkwood Sub</p> <hr/> <p>Historic District / Landmark Name</p> <p>Thomas Baconer</p> <hr/> <p>Owner's Name</p> <p>1695 Castlewood Ln</p> <hr/> <p>Owner's Address, City, State, Zip Code</p>	<p>30-31-17-46872-000-0091</p> <hr/> <p>Parcel Identification No.</p> <p>21-2001180</p> <hr/> <p>Corresponding Permit Nos.</p> <p>7847-826-9449</p> <hr/> <p>Property Owner's Daytime Phone No.</p> <p>tobybaconer@gmail.com</p> <hr/> <p>Owner's Email</p>
<hr/> <p>Authorized Representative (Name &amp; Title), if applicable</p>	<hr/> <p>Representative's Daytime Phone No.</p>
<hr/> <p>Representative's Address, City, State, Zip Code</p>	<hr/> <p>Representative's Email</p>

APPLICATION TYPE (Check applicable)	
<input type="checkbox"/>	Addition
<input type="checkbox"/>	New Construction
<input checked="" type="checkbox"/>	Demolition
<input type="checkbox"/>	Relocation
<input type="checkbox"/>	Other:

TYPE OF WORK (Check applicable)	
<input type="checkbox"/>	Repair Only
<input type="checkbox"/>	In-Kind Replacement
<input type="checkbox"/>	New Installation
<input type="checkbox"/>	Other:

### AUTHORIZATION

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application represents an accurate description of the proposed work. The applicant certifies that the project described in this application, as detailed by the plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. Further, the applicant agrees to conform to all conditions of approval. It is understood that approval of this application by the Community Planning and Preservation Commission in no way constitutes approval of a building permit or other required City permit approvals. Filing an application does not guarantee approval.

- NOTES:**
- 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.
  - 2) To accept an agent's signature, a notarized letter of authorization from the property owner must accompany the application.

Signature of Owner:  Date: 1/11/22

Signature of Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Tobias Bacaner, CAPT (MC), USN, Ret.  
1695 Castlewood Lane  
Palm Harbor, FL 34683  
[tobybacaner@gmail.com](mailto:tobybacaner@gmail.com)  
Ph: 847 826 9449  
Jan 3, 2022

Kelly Perkins  
Urban Planning and Historic Preservation Division  
Planning and Development Services Department  
City of St. Petersburg

Re: Case #21-90200034; 620 10<sup>th</sup> Ave. So., St. Petersburg

Dear Ms. Perkins,

Summary:

1. Estimated cost of restoration: \$293,000.
2. Estimated cost of demolition and building a new 1,100 sq. ft. house is \$195,000.
3. The sale price of a restored or new home at \$350/sq. ft. is \$385,000.
4. The property was purchased for \$100,000, and \$16,951 of carrying costs have accrued to date.

5. Projected outcome of restoration and sale:

Proceeds of sale minus 8% selling costs	\$354,200	\$354,200
Expenses		
Purchase	\$100,000	
Accrued carrying costs	\$ 17,000	
Projected future carrying costs	\$ 2,500	
Restoration	<u>\$293,000</u>	
Total Expenses	<u>\$412,500</u>	\$412,500
Net loss		(58,300)



6. Projected outcome of demo/new build:		
Proceeds of sale minus 8% selling costs	\$354,200	\$354,200
Expenses		
Purchase	\$100,000	
Accrued carrying costs	\$ 17,000	
Projected future carrying costs	\$ 2,500	
Demolition	\$ 19,600	
1,100 sq. ft. new build @ 160/sq. ft	<u>\$176,000</u>	
Total Expenses	<u>\$315,100</u>	<u>\$315,600</u>
Net gain		\$ 39,100

The following is submitted with this letter in support of the above calculations and in furtherance of COA requirements:

7. 3PI Inspections, LLC Licensed Architect evaluation dated 11/16/2021 indicating that the structure is not salvageable.
8. ProActive Restoration, LLC \$293,050 estimate for renovation dated 3/9/2021 (already in your file).
9. ProActive Restoration, LLC estimate dated 3/9/21 for:
  - a) Demolition (\$6,000).
  - b) New construction at \$160/sq. ft. (already in your file).
10. NuROOM Corporation estimate dated 12/01/2021 for:
  - a) Restoration estimate: \$292,208.
  - b) Demolition: \$19,760.
  - c) New construction at \$160/sq. ft x1,100 sq. ft. = \$176,000
11. MLS sales listing 09/14/2020
12. Sales Contract dated 01/07/2021.
13. Cancellation of sale by buyer during inspection period dated 01/12/2021.
14. Real estate tax statements:
  - a) 2020
  - b) 2021
  - c) 2022

15. Purchase Settlement Statement dated 10/03/2018.

The following additional information is provided as per the COA application:

1. There is no annual debt service.
2. There is no feasible alternative use of the property as it is zoned residential.
3. The property produces no current income.
4. The property cannot produce current income in its present condition.
5. The property cannot be relocated because it is not structurally sound and according to the 3PI Inspections, LLC, it cannot be structurally restored.
6. An appraisal is pending.

The estimated cost of restoration is estimated at \$293,000, while the estimated cost of demolition and building a new 1,100 sq. ft. house is \$195,000. The sale price of a restored or new home at \$350/sq. ft. is \$385,000. The property was purchased for \$100,000, and \$16,951 of carrying expenses have accrued to date.

Please let me know the date of the next Preservation Commission meeting.

Sincerely,

//signed//

Tobias J. Bacaner

Electronic Signature Valid

Albano Investments Group, Inc  
P.O Box 1064  
St Petersburg Fl 33731

Date 3/09/2021

Re: New home construction  
Address: 620 10<sup>th</sup> Ave S St Petersburg Fl

Mr Albano,  
Please find below the estimate for new home construction on the above referenced property:

Demolition & removal

Remove existing home

Total .....\$6,000

New home construction

Price range from \$130 to \$160 per square foot (depending on finishes selected)

Based on a 1,100 square foot home

Total cost range from .....\$149,000 to \$182,000

Sincerely



Darren J. Cooper

ProActive Restoration, LLC  
4903 S Westshore Blvd  
Tampa Fl 33611  
License Number: CGC1509245  
Phone: 727-505-9696

**PETER GOLDHAMMER**  
**ARCHITECT**  
**FLORIDA # 0006567**  
**3PI Inspections LLC**  
**146 2<sup>nd</sup> Street N, Ste. 301**  
**ST. PETERSBURG, FLORIDA 33701**  
Tel. # 727 798 5695 Fax. # 727 258 0045  
EMAIL: [pgbanjo@gmail.com](mailto:pgbanjo@gmail.com)

November 16, 2021

Subject Property: 620 10<sup>th</sup> Ave S

Violation #: 20 00025696

Owner: Toby and Jill Bacaner Revocable Trust

The subject property was toured and found to be unsafe to enter and beyond repair. There is structural damage to the floor caused by many floor joists damaged from termite infestation and water intrusion. Many roof trusses are damaged due to termite infestation and water intrusion. Exterior and interior walls have settled due to structural damage to floor joists. Many areas of the roof have collapsed due to damage to roof trusses and settling of exterior and interior load bearing walls. Black mold appears to be present due to years of water intrusion. Asbestos shingles were utilized in the construction of this home. Stairwell to the upstairs is virtually nonexistent and access to the upstairs impossible due to treads and risers destroyed due to termite infestation and water intrusion.

I therefore, with my knowledge, of Construction, I recommend to demolish this existing house and replace it with a new house which will meet all the City of St. Petersburg Zoning and Construction regulations.

The look of the new house will match the Roser Park image. The Contractor should be able to complete the house within one year after the Building Permit is issued.

Submitted by,



*Peter Goldhammer*  
Peter Goldhammer, Architect

Albano Investments Group, Inc  
P.O Box 1064  
St Petersburg Fl 33731

Date 3/09/2021

Re: Renovation at 620 10<sup>th</sup> Ave S St Petersburg Fl

Mr Albano,  
Please find below the estimate to repair the above referenced property:

Drawings, engineering & permitting

Total .....\$9,500

Demolition & removal

Remove kitchen, bathroom, exterior siding, windows, rotten wood, existing front porch, Interior plaster/slat walls, existing plumbing and electrical

Total .....\$17,200

Foundation:

Temporarily raise the existing structure

Supply & Install 16"x 8" with 2 #5 rebar concrete footer below the perimeter of the existing home

Supply & Install (3) three course of 8" x 16" concrete block foundation wall

Supply & Install the required hurricane uplift strapping

Total .....\$67,800

Framing

Remove and replace existing rotten/termite damaged Interior frame walls and floor joists

Total .....\$12,300

Roofing

Supply and Install new dimensional shingle roof. Remove existing sheathing, fascia & soffit and Install new

Total.....\$19,200

Electrical

Supply & Install new electrical system throughout the home

Total .....\$16,000

Plumbing

Supply and Install all new plumbing throughout the home, tie into existing sewer line beneath the home

Total .....\$14,500

Air conditioning

Supply and Install 14 S.E.E.R split system heat pump air condition system

Total.....\$4,950

Windows

Refurbished salvageable windows and recreate additional damaged windows to closely match existing

Total .....\$15,000

Insulation

Supply & Install R-19 batt insulation in the walls and R-36 blown Insulation in the attic

Total .....\$3,750

Drywall

Supply and Install new drywall throughout the home

Total .....\$9,500

Ceramic tile

Supply & Install new ceramic tile in the bathroom

Total .....\$3,000

Interior doors & trim

Supply & Install interior trim & doors

Total .....\$10,000

Exterior doors & Siding

Supply & Install exterior siding and exterior doors

Total .....\$18,200

Fascia & soffit

Supply & Install new fascia & soffit .....\$4,500

Painting

Paint Interior/exterior of the home

Total .....\$12,500

Kitchen

Supply & Install kitchen with granite counter top and undermount stainless steel sink

Total .....\$12,000

Flooring

Supply & Install 3/4" red oak solid wood floors

Total .....\$17,750

Appliances

Supply & Install stainless steel kitchen appliance package Including washer & dryer

Total .....\$4,900

Driveway

Supply & Install brick paver driveway

Total .....\$9,000

Landscaping, sod and hardscape

Supply & Install new landscaping

Total .....\$11,500

Grand total.....\$293,050

Sincerely

Darren J. Cooper

ProActive Restoration, LLC

4903 S Westshore Blvd

Tampa Fl 33611

License Number: CGC1509245

Phone: 727-505-9696



*The Professional  
Building and Remodeling  
Contractor*

December 1, 2021

Re: 620-10th Ave. S.  
St. Petersburg, Fl

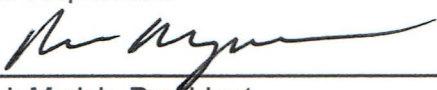
Owner: Toby and Jill Bacaner Revocable Trust

I made a site inspection at 620-10th Ave.S. on Tuesday, November 30, 2021. The following is what was observed at the property:

1. The home is unlivable and unsafe. It has severe settlement, water damage and termite infestation damage to the structure and shows signs that it's been going on for long period of time.
2. The foundation was of block pier pad construction and has major damage because of settlement and water washout.
3. The floor joists are damaged in excess of 70% from termite and water intrusion. Sheathing has deteriorated and is missing. The floor is severely out of level because of settlement issues caused from the foundation problems.
4. The interior and exterior load bearing frame walls have severe structural damage because of the settlement issues of the foundation and floor joist. They currently have water intrusion and termite infestation. Interior plaster has mold because of the water intrusion for a long period time and the exterior finish is asbestos siding that is currently damaged and broken in many locations because of the settlement issues.
5. Roof rafters and sheathing is damaged In excess of 60% from water intrusion and termite infestation. Roof shingles are missing in certain locations and allowing water infiltration to the main house. The rafters are severely out of level because of the settlement issues of the exterior walls. Ceiling is missing and ceiling joists are damaged because of the water intrusion into the house.
6. The stairs to the second floor are damaged and partially missing.
7. There is no electrical, plumbing or A/C in the home.

In my opinion the structural damage that exist to the foundation, exterior bearing walls, floor joist and roof rafters makes the home beyond repairable. If you attempt to renovate the home, it would be cost prohibitive and I have attached a renovation cost break down to support my statement. A new two-story 1100 square-foot home could be built to meet the historic preservation regulations for much less in cost. I would expect the home could be built for approximately \$160 a square foot meeting today's Florida Building code and wind requirements, including demolition of the old structure you would be in a cost range of \$170,000.00 to \$190,000.00.

Submitted by:  
NuROOM Corporation

By:   
Rick Myrick, President  
License #CBCA13487

**Cost Breakdown for Renovation**  
**620 - 10th Ave S., St. Petersburg, Fl.**

**1. Construction drawings, engineering and permitting:** Total .....\$10,300.00

**2. Demolition and Removal:** Remove all debris around the outside perimeter of the home. Remove all interior wall and ceiling finish. Remove exterior asbestos siding, windows and doors, exterior wall sheathing. Remove shingles and roof sheathing. All interior and exterior finishes to be removed down to the skeleton of the house framing. Temporary shore and raise the existing house for a new foundation. Remove all the demolition debris and provide a dumpster at the site for construction debris removal. Total .....\$19,760.00

**3: Foundation:** Provide a continuous footing around the perimeter of the house with a three block high foundation wall poured with concrete with Steel reinforcement. Install hurricane connectors as required by engineering.....\$51,600.00

**4. Framing:** Remove all rotten/ termite damaged floor joists and replace with new, remove all rotten/damaged wall studs and replace with new including new continuous plates, remove rotten/termite damaged roof rafters and ceiling joists replace with new. Install new floor sheathing, exterior wall sheathing, and roof sheathing. Install all required hurricane connectors to meet as per engineering requirement.....\$44,420.00

**5. Roofing:** Install a peel and stick dryin with dimensional shingles including new vinyl soffits and aluminum facia.....\$18,700.00

**6. Electrical:** Install a new electrical system throughout the home with new service panel and meter.

**7. Plumbing:** Supply and install new plumbing throughout the home for bathroom and kitchen tied into the existing sewer line. Install new hot water heater and washer service.....\$15,735.00

**8. Air Conditioning:** Install a new 14 seer heat pump system with new duct work. Install kitchen and bathroom vent fan duct work.....\$8,250.00

**9. Windows and Doors:** Exterior doors to be fiberglass hurricane rated. Windows to be vinyl frame lowE clear insulated high impact glass to meet today's energy code and wind code requirements.....\$17,130.00


**10. Insulation:** Install R13 fiberglass bats for the exterior wall and R38 fiberglass bats for the ceiling.....\$4,270.00

**11. Interior Finish:** Install 1/2" drywall with spray texture finish for the ceilings and walls. Install durarock backer board behind tile areas. ....\$9,733.00



<b><u>12. Ceramic Tile:</u></b> Supply and install ceramic tile in the bathroom.....	\$3,460.00
<b><u>13. Exterior Finishes:</u></b> Install a new hardi board lap exterior siding with window and door trim including dryin.....	\$19,220.00
<b><u>14. Interior Trim Work:</u></b> Install colonist panel interior doors with paint grade baseboard and casing.....	\$11,160.00
<b><u>15. Painting:</u></b> Paint the interior and exterior wall finishes and all doors.....	\$9,670.00
<b><u>16. Cabinets:</u></b> Install wood cabinets for the kitchen and bathroom with granite countertops.....	\$14,230.00
<b><u>17. Floor Covering:</u></b> Install 3/4" red Oak solid wood flooring sanded and finish.....	\$13,770.00
<b><u>18. Appliances:</u></b> Install stainless steel kitchen appliance package including washer and dryer.....	\$5,600.00
<b><u>19. Driveway:</u></b> Install a brick paver driveway.....	\$6,800.00
<b><u>20. Landscaping:</u></b> Install sod and shrubs.....	\$8,400.00
<b><u>GRAND TOTAL</u></b> .....	<b>\$292,208.00</b>

NuROOM Corporation

By:   
Rick Myrick, President  
License #CBCA13487

Ceiling  
Damage From  
Water  
Intrusion



Ceiling  
Damage From  
Water  
Intrusion





Floor and Joist  
Damage and  
Settling

Rotted and Settled Floor





Rotted Roof, Wall, and Window



Rotted Trusses and Roof



Settled and Rotted Floor





Trusses and hole in Roof



Trusses and hole in Roof



Upstairs Ceiling, Rotted Trusses, and Water Intrusion

Wall Damage  
Indicating  
Foundation  
Settlement



Jeff Powell

All Florida Premier Realty Group, LLC.

Jeff@FLPremierRealtyGroup.com

Ph: 407-473-8193

"We Aim to Create Raving Fans!"

**05892288 620 10TH AVE S, ST PETERSBURG, FL 33701**



**County:** Pinellas  
**Subdiv:** KIRKWOOD SUB  
**Beds:** 2  
**Baths:** 1/0  
**Pool:** None  
**Property Style:** Single Family Residence  
**Lot Features:**  
**Total Acreage:** 0 to less than 1/4  
**Minimum Lease Period:** 6 Months  
**Garage:** No **Attch:** No **Spcs:**  
**Garage/Parking Features:** Driveway, On Street Parking  
**New Construction:** No  
**Property Condition:**  
**Builder Name:**  
**Builder License #:**  
**Builder Model:**  
**LP/SqFt:** \$141.40

**Status:** Canceled (WDN-U)  
**List Price:** \$125,000  
**Year Built:** 1925  
**Special Sale:** None  
**ADOM:** 118  
**CDOM:** 118

**Pets:**  
**Max Times per Yr:**  
**Carport:** No **Spcs:**  
**Proj Comp Date:**  
**Permit Number:**

**Heated Area:** 884 SqFt / 82 SqM  
**Total Area:** 1,034 SqFt / 96 SqM

**Total Annual Fees:** 0.00  
**Average Monthly Fees:** 0.00  
**Home Warranty Y/N:** No

NOT A REHAB -----> TEAR DOWN! VALUE IN THE LAND. PLEASE DO NOT ENTER PROPERTY.

**Land, Site, and Tax Information**

**Legal Desc:** KIRKWOOD SUB W 40FT OF LOT 9 & W 40FT OF N 10FT OF LOT 7

**SE/TP/RG:** 30-31-17

**Subdivision #:**

**Tax ID:** [30-31-17-46872-000-0091](#)

**Taxes:** \$1,114

**Auction Type:**

**Auction Firm/Website:**

**Homestead:** No

**CDD:** No

**AG Exemption YN:**

**Alt Key/Folio #:**

**Add Parcel:** No

**# of Parcels:**

**Ownership:** Fee Simple

**SW Subd Condo#:**

**Flood Zone:** x

**Floors in Unit/Home:** Two

**Bldg Name/#:**

**Book/Page:** H3/81

**MH Make:**

**Land Lease Fee:**

**Planned Unit Dev:**

**Lot Dimensions:**

**Existing Lease/Tenant:** No

**Days Notice To Tenant If Not Renewing:**

**Water Frontage:** No

**Water Access:** No

**Water View:** No

**Addtl Water Info:**

**Zoning:** NT-2

**Future Land Use:**

**Zoning Comp:** Yes

**Tax Year:** 2019

**Property Access:**

**Annual CDD Fee:**

**Additional Tax IDs:**

**Complex/Comm Name:**

**SW Subd Name:**

**Flood Zone Date:** 09/03/2003

**Floor #:**

**Total # of Floors:**

**Census Block:**

**MH Model:**

**Total Units:**

**Lot Size Acres:** 0.05

**Monthly Rental Amount:**

**Month To Month Or Weekly Y/N:**

**Waterfront Ft:** 0

**Water Name:**

**Water Extras:** No

**Block/Parcel:** 000

**Front Exposure:** South

**Lot #:** 91

**Buyers Premium:**

**Other Exemptions:**

**Flood Zone Panel:** 12103C0219G

**Census Tract:**

**MH Width:**

**Lot Size:** 2,226 SqFt / 207 SqM

**End Date of Lease:**

**Interior Information**

**A/C:** Other

**Heat/Fuel:** Other

**Heated Area Source:** Public Records

**Laundry Features:**

**Fireplace:** No

**Accessibility Features:**

**Utilities:** Electricity Available, Water Available

**Water:** Public

**Additional Rooms:** Den/Library/Office

**Interior Feat:** Other

**Appliances Incl:** None

**# of Wells:**

**Room Type**

**Level**

**Dimen**

**Flooring**

Master Bedroom

First

10x9

Living Room

First

12x12

Kitchen

First

8x10

**Flooring Covering:** Other

**Security Feat:**

**Total Area Source:** Public Records

**Window Features:**

**Furnishings:** Furnished

**Sewer:** Public Sewer

**# of Septics:**

**Features**

**Exterior Information**

**Ext Construction:** Wood Frame, Wood Siding

**Roof:** Shingle

**Property Description:**

**Architectural Style:**

**Ext Features:** Other

**Other Equipment:**

**Foundation:** Crawlspace

**Farm Type:**

**Barn Features:**

**Property Attached Y/N:**

**Garage Dim:**

Other Structures:  
 Patio And Porch Features:  
 Pool: None  
 Pool Features:  
 Vegetation:  
 View:  
 Road Responsibility:

Pool Dimensions:

Horse Amenities:  
 # of Stalls: # Paddocks/Pastures:  
 Spa Y/N:  
 Spa Features:  
 Fencing:  
 Road Surface Type:

**Green Features**

Disaster Mitigation:  
 Indoor Air Quality:  
 Green Energy Features:  
 Green Energy Generation:

Green Water Features:  
 Green Landscaping:  
 Green Sustainability:

**Community Information**

HOA/Comm Assn Y/N: No  
 HOA Fee Requirement:  
 HOA Fee:  
 HOA Payment Schedule:  
 Monthly HOA Amount:  
 Other Fees :  
 Assn/Manager Name:  
 Assn/Manager Phone:  
 Community Features:  
 Fee Includes:  
 Housing for Older Per: No  
 FCHR Website Y/N:  
 Affidavit:  
 Expire/Renewal Date:  
 Pet Restrictions:  
 # of Pets:  
 Max Pet Wt:  
 Pet Size:  
 Management:  
 Can Property be Leased: Yes  
 Association Approval Required: No  
 Approval Process:  
 Lease Restrictions: Yes

Condo Fee:  
 Condo Fee Schedule:  
 Condo Land Included Y/N:  
 Monthly Condo Fee Amount:  
 Monthly Maint Fee (in Addn to HOA):  
 Other Fee Schedule:  
 Assn/Manager Email:  
 Assn/Manager URL:  
 Association Amenities:  
 Amenities w/Addnl Fees:

Elementary School:  
 Middle School:  
 High School:  
 Building Elevator Y/N:

Additional Lease Restrictions: Check with City for any restrictions.  
 Minimum Lease Period: 6 Months  
 Maximum Times Per Year:  
 Years of Ownership Prior to Leasing Required: No  
 Number of Ownership Years Prior to Lease:

**Realtor Information**

List Agent: [Jeff Powell](#)  
 List Agent E-mail: [jeff@flpremierrealtygroup.com](mailto:jeff@flpremierrealtygroup.com)  
 Sales Team:  
 List Office: [ALL FLORIDA PREMIER REALTY GROUP LLC](#)  
 Original Price: \$125,000  
 List Office 2:  
 On Market Date: 09/14/2020  
 Previous Price:  
 Listing Service Type: Limited Service  
 Owner: OF RECORD  
 Financing Avail: Cash  
 Withdrawn Unconditional: 01/15/2021  
 Dual Variable Compensation: No  
 Single Agent: 2.5%-\$495  
 Inter Office Info:  
 Realtor Info:  
 Confidential Info:  
 Disclosures:

List Agent ID: 261097551  
 List Agent Fax:  
 List Agent Direct: 407-473-8193  
 List Agent Cell: 407-473-8193  
 Call Center #:  
 List Office ID: 261014239  
 List Office Phone: 407-473-8193  
 LP/SqFt: \$141.40  
 Expiration Date: 09/13/2021  
 Representation:  
 Price Change:  
 Owner Phone:  
 Occupant Type: Vacant  
 Off-Market: 01/15/2021  
 Bonus:  
 Non-Rep: 2.5%-\$495  
 Bonus Exp Date:  
 Trans Broker: 2.5%-\$495

Listing Type: Exclusive Right To Sell

Showing Instructions: No Sign, See Remarks  
 Driving Directions: 11th Ave S to north on 7th St S., Near intersection of 7th St S/Jasmine Terrace S.  
 Realtor Remarks: DRIVE BY ONLY, TEAR DOWN, VALUE IN THE LAND, PLEASE DO NOT ENTER PROPERTY. Small lot however see attached buildable lot letter from City Of St. Pete. See attachments. Email all offers to [Jeff@FLPremierRealtyGroup.com](mailto:Jeff@FLPremierRealtyGroup.com), offers must be presented on most recent FAR/BAR AS-IS Contract with Proof of Funds. Buyer and Buyers agent to verify all information and measurements. Home may be audio/video monitored. Title: [Freddy.Cuevas@Tiagotitle.com](mailto:Freddy.Cuevas@Tiagotitle.com), (727) 258-5085, 1800 Martin Luther King Jr. St. N. St. Petersburg, FL 33704.

**Seller's Preferred Closing Agent**

Closing Agent Name:  
 Email:  
 Address:  
 Closing Company Name:

Phone:  
 Fax:

MLS#	Change Type Y Dt	List Price/ Sold Price	Address City	Beds SqFt	List Date Tax ID	Zip Code	Current List Office List Agt
<a href="#">O5892288</a>	CANC, 01/15/2021	\$125,000	620 10TH AVE S ST PETERSBURG	2 884	09/14/2020 30-31-17-46872-000-0091	33701	ALL FLORIDA PREMIER REALTY GROUP LLC Jeff Powell
<a href="#">O5892288</a>	BOM, 01/12/2021	\$125,000	620 10TH AVE S ST PETERSBURG	2 884	09/14/2020 30-31-17-46872-000-0091	33701	ALL FLORIDA PREMIER REALTY GROUP LLC Jeff Powell
<a href="#">O5892288</a>	PNC, 01/07/2021	\$125,000	620 10TH AVE S ST PETERSBURG	2 884	09/14/2020 30-31-17-46872-000-0091	33701	ALL FLORIDA PREMIER REALTY GROUP LLC Jeff Powell
<a href="#">O5892288</a>	NEW, 09/14/2020	\$125,000	620 10TH AVE S	2	09/14/2020	33701	ALL FLORIDA PREMIER REALTY GROUP LLC

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#### Search Criteria

Property Type is 'Residential'

Status is 'Canceled (WDN-U)'

Street Number is 620

State is 'Florida'

Selected 1 of 93 results.



# "AS IS" Residential Contract For Sale And Purchase

# ENGEL & VÖLKERS®

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

1\* **PARTIES:** BACANER, TOBIAS & JILL REV TRUST ("Seller"),  
 2\* and Elvira M Castillo ("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:

- 6  
 7\* (a) Street address, city, zip: 620 10TH AVE S, ST PETERSBURG, FL 33701  
 8\* (b) Located in: Pinellas County, Florida. Property Tax ID #: 30-31-17-46872-000-0091  
 9\* (c) Real Property: The legal description is KIRKWOOD SUB W 40FT OF LOT 9 & W 40FT OF N 10FT OF LOT 7

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

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

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

21  
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

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

### PURCHASE PRICE AND CLOSING

25  
 26\* 2. **PURCHASE PRICE** (U.S. currency): ..... [JB] [JB] \$115,000.00 ~~105,000~~

- 27\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... \$ 5,000

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

32\* Escrow Agent Information: Name: Tiago Title

33\* Address: 1800 Dr. M.L.K. Jr. St. N. St. Petersburg, FL 33704

34\* Phone: (727) 258-5085 E-mail: amber@tiagotitle.com Fax: \_\_\_\_\_

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

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

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

- 39\* (d) Other: ..... \$ NA

- 40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
 41\* transfer or other **COLLECTED** funds ..... \$ Balance

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

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

- 44 [JB] (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
 45\* ~~12/22/2020~~ 1/17/2021, 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 [JB] (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 DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
 51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
 52\* ("Closing") on ~~12/30/2020~~ 1/15/2021 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials [Signature] [JB] [JB] Page 1 of 12 Seller's Initials [JB] [JB]  
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53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

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

- 77 \* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under
- 78 \* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this
- 79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82 \*  (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's

83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges

84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend

85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 \*  (b) This Contract is contingent upon Buyer obtaining approval of a  conventional  FHA  VA or  other

87 \* \_\_\_\_\_ (describe) loan within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval

88 \* Period") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate in the Loan Amount (See Paragraph

89 \* 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's

90 \* creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

91 \* (i) Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_ (if left blank, then 5) days

92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms

93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale

94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a

96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited

97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's

98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,

100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose

101 such status and progress, and release preliminary and finally executed closing disclosures and settlement

102 statements, to Seller and Broker.


103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to

105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been

106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- 108 (2) terminate this Contract.

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and 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.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then 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; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, 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 for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses 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)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- 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: \$295 Brokerage Transaction Fee
- 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.)



**(c) TITLE EVIDENCE AND INSURANCE:** At least 5 (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 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (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 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

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- 164 \*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner’s policy
- 165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
- 166 which is acceptable to Buyer’s title insurance underwriter for reissue of coverage; (B) tax search; and (C)
- 167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer’s owner’s
- 168 \* policy, and if applicable, Buyer’s lender’s policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_
- 169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- 170 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer’s expense, have the Real Property
- 171 surveyed and certified by a registered Florida surveyor (“Survey”). If Seller has a survey covering the Real
- 172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- 173 \* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by
- 174 \* \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home
- 175 warranty plan provides for repair or replacement of many of a home’s mechanical systems and major built-in
- 176 appliances in the event of breakdown due to normal wear and tear during the agreement’s warranty period.
- 177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
- 178 (“public body” does not include a Condominium or Homeowner’s Association) that are certified, confirmed and
- 179 ratified before Closing; and (ii) the amount of the public body’s most recent estimate or assessment for an
- 180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
- 181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
- 182 be paid in installments **(CHECK ONE):**
- 183 \*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
- 184 Installments prepaid or due for the year of Closing shall be prorated.
- 185 \*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- 186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
- 188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

**DISCLOSURES**

**10. DISCLOSURES:**

- 190 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
- 191 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
- 192 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
- 193 radon and radon testing may be obtained from your county health department.
- 194 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
- 195 does not know of any improvements made to the Property which were made without required permits or made
- 196 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
- 197 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
- 198 written documentation or other information in Seller’s possession, knowledge, or control relating to
- 199 improvements to the Property which are the subject of such open permits or unpermitted improvements.
- 200 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
- 201 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 202 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
- 203 zone the Property is in, whether flood insurance is required by Buyer’s lender, and what restrictions apply to
- 204 improving the Property and rebuilding in the event of casualty. If Property is in a “Special Flood Hazard Area”
- 205 or “Coastal Barrier Resources Act” designated area or otherwise protected area identified by the U.S. Fish and
- 206 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
- 207 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
- 208 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
- 209 may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after
- 210 \* Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
- 211 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
- 212 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
- 213 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
- 214 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
- 215 rating.
- 216 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
- 217 required by Section 553.996, F.S.
- 218

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



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

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
247 IS Maintenance Requirement").

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

- 249\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15)  
250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
255 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS  
267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
270 written documentation or other information in Seller's possession, knowledge, or control relating to  
271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly  
272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
276 expend, any money.  
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
279 to Buyer.

280 **ESCROW AGENT AND BROKER**

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

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

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND  
307 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND  
308 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,  
309 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.  
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

323 **DEFAULT AND DISPUTE RESOLUTION**

324 **15. DEFAULT:**  
325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall  
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share  
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
350 16 shall survive Closing or termination of this Contract.

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


356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**


357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
368 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  
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
 384 Seller shall continue to use reasonable diligent effort to remove or cure the defects (“Extended Cure Period”); or  
 385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
 386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer’s receipt of Seller’s notice), or (c)  
 387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
 388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
 389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
 390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
 402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
 403 deposits paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel Letter(s)  
 404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller’s affidavit  
 405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
 406 Seller’s affidavit, if any, differ materially from Seller’s representations and lease(s) provided pursuant to Paragraph  
 407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller’s affidavit, Buyer may deliver written notice to Seller  
 408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
 409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
 410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller’s obligations  
 411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other  
 421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
 422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur  
 423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property  
 424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
 426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of  
 427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force  
 428 Majeure. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,  
 429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent  
 430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including  
 431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents  
 432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under  
 433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering  
 434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
 435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s,  
 437 personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters  
 438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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Seller’s Initials    
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**STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED**

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this  
 440 Contract.

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

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

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

452 (iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department’s  
 453 Financial Crimes Enforcement Network (“FinCEN”) Geographic Targeting Orders (“GTOs”), then Buyer  
 454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this  
 455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent’s collection and  
 456 report of said information to IRS.


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



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

472 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
 473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
 474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
 475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
 476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
 477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
 478 to Buyer. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be prorated based on  
 479 current year’s tax. If Closing occurs on a date when current year’s millage is not fixed but current year’s assessment  
 480 is available, taxes will be prorated based upon such assessment and prior year’s millage. If current year’s  
 481 assessment is not available, then taxes will be prorated on prior year’s tax. If there are completed improvements  
 482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st  
 483 of prior year, then taxes shall be prorated based upon prior year’s millage and at an equitable assessment to be  
 484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
 485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
 486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
 487 estimate shall, at either party’s request, be readjusted upon receipt of current year’s tax bill. This STANDARD K  
 488 shall survive Closing.

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

492 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
 493 (“Casualty Loss”) and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
 494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
 495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
 497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
 498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
 499 Purchase Price, Buyer shall elect to either take Property “as is” together with the 1.5%, or receive a refund of the  
 500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller’s sole obligation  
 501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

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

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

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

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

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

530 **T. RESERVED.**


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



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

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

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

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 551 on the transfer and, at Buyer’s option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 552 escrow, at Seller’s expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
558 disbursement in accordance with the final determination of the IRS, as applicable.

559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
560 8288 and 8288-A, as filed.

561 W. RESERVED

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

568 ADDENDA AND ADDITIONAL TERMS

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

- 571  A. Condominium Rider
572  B. Homeowners' Assn.
573  C. Seller Financing
574  D. Mortgage Assumption
575  E. FHA/VA Financing
576  F. Appraisal Contingency
577  G. Short Sale
578  H. Homeowners/Flood Ins.
579  I. RESERVED
580  J. Interest-Bearing Acct.
581  K. RESERVED
582  L. RESERVED
583  M. Defective Drywall
584  N. Coastal Construction Control
585 Line
586  O. Insulation Disclosure
587  P. Lead Paint Disclosure (Pre-1978)
588  Q. Housing for Older Persons
589  R. Rezoning
590  S. Lease Purchase/ Lease Option
591  T. Pre-Closing Occupancy
592  U. Post-Closing Occupancy
593  V. Sale of Buyer's Property
594  W. Back-up Contract
595  X. Kick-out Clause
596  Y. Seller's Attorney Approval
597  Z. Buyer's Attorney Approval
598  AA. Licensee Property Interest
599  BB. Binding Arbitration
600  CC. Miami-Dade County
601 Special Taxing District
602 Disclosure
603  Other: \_\_\_\_\_
604 \_\_\_\_\_
605 \_\_\_\_\_

571 \* 20. ADDITIONAL TERMS: \_\_\_\_\_
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588 COUNTER-OFFER/REJECTION

- 589 \*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
590 deliver a copy of the acceptance to Seller).
591 \*  Seller rejects Buyer's offer.

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**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.**


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*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.*

599  
600

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

601\*

Buyer: \_\_\_\_\_  \_\_\_\_\_ Date: Dec 17, 2020


602\*

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

603\*

Seller:  Tobias Bacaner, Trustee Date: 01/07/2021

604\*

Seller:  Jill Bacaner, Trustee Date: 01/07/2021  
1/7/2021 1:28:24 PM EST  
1/7/2021 1:29:21 PM EST

605  
606\*  
607\*  
608\*

Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice 1695 CASTLEWOOD LN PALM HARBOR FL 34683-6106  
\_\_\_\_\_  
\_\_\_\_\_

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**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 MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

615\*  
616

Leisa Erickson, 260037548  
**Cooperating Sales Associate, if any**

Jeff Powell  
**Listing Sales Associate**

617\*  
618

Engel & Völkers St. Pete  
**Cooperating Broker, if any**

ALL FLORIDA PREMIER REALTY GROUP LLC  
**Listing Broker**

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

**"AS IS" Residential Contract For Sale And Purchase**

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



1\* **PARTIES:** The Tobias & Jill Baranen Revocable Trust ("Seller"),  
2\* and Fransva (Tahmani) Lauren Sinnreich ("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  
5 Purchase and any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**  
7\* (a) Street address, city, zip: 620 10th Ave So. St Petersburg FL 33701  
8\* (b) Property is located in: Pinellas County, Florida. Real Property Tax ID No.: 30-31-170-46872-  
9\* (c) Real Property: The legal description is West 40 ft of Lot 9, + the West 40 ft of the No 10 feet of Lot 7, Kishwood Alex Kings  
10 Submission recorded in Plat Book 3 Page 81 Public record of  
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. Hillsborough City, FL, of which Pinellas County  
14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),  
17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security  
18 gate and other access devices, and storm shutters/panels ("Personal Property").  
19 Other Personal Property items included in this purchase are: \_\_\_\_\_

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.  
23\* (e) The following items are excluded from the purchase: \_\_\_\_\_  
24

**PURCHASE PRICE AND CLOSING**

26\* **2. PURCHASE PRICE** (U.S. currency): ..... \$ 100,000  
27\* (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) ..... \$ 3,000  
28 The initial deposit made payable and delivered to "Escrow Agent" named below  
29\* (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be made within 3 (if left  
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
31 OPTION (ii) SHALL BE DEEMED SELECTED.  
32\* Escrow Agent Information: Name: \_\_\_\_\_  
33\* Address: \_\_\_\_\_  
34\* Phone \_\_\_\_\_ E-mail \_\_\_\_\_ Fax: \_\_\_\_\_  
35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date ..... \$ 0  
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")  
38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ 0  
39\* (d) Other: ..... \$ \_\_\_\_\_  
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or other **COLLECTED** funds ..... \$ 97,000

**NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**  
44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45\* July 3, 2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned  
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the  
47 day 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 DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
52\* ("Closing") on June 20th 2021 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials

Seller's Initials

- 53 **5. EXTENSION OF CLOSING DATE:**
- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
- 59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
- 60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
- 61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
- 62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
- 63 not occurred within \_\_\_\_\_ (if left blank, then 14) days after Closing Date, then either party may terminate
- 64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
- 65 releasing Buyer and Seller from all further obligations under this Contract.
- 66 **6. OCCUPANCY AND POSSESSION:**
- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
- 68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
- 69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
- 70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
- 71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
- 72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
- 73 time of taking occupancy.
- 74 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
- 75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
- 78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
- 79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
- 80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
- 81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
- 82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.
- 83 **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under
- 84 this Contract;  may assign but not be released from liability under this Contract; or  may not assign this
- 85 Contract.

86 **FINANCING**

- 87 **8. FINANCING:**
- 88  (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
- 89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
- 90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
- 91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 92  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA
- 93  VA or  other \_\_\_\_\_ (describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 45)
- 94 days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):**  fixed,  adjustable,  fixed or
- 95 adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ %
- 96 (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank,
- 97 then 30) years ("Financing").

98 Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_ (if left blank, then 5) days after

99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan

100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the

101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's

102 lender to disclose such status and progress to Seller and Broker.

103

104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not

105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to**

106 **the earlier of:**

Buyer's Initials

Seller's Initials

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected  
 108 to waive the financing contingency of this Contract; or  
 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph  
 110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms  
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,  
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter  
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related  
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other  
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms  
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)  
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this  
 121 Contract.

- 122\*  (c) Assumption of existing mortgage (see rider for terms).  
 123\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

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

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

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

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

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

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

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

154 **(CHECK ONE):**

- 155\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the  
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,  
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other  
 158 provider(s) as Buyer may select; or  
 159\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 160 services related to Buyer's lender's policy, endorsements and loan closing; or  
 161\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's  
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

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evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, 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 the assessment(s) in full prior to or at the time of Closing.

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., which lien 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.

(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. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(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.**

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- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED  
 221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN  
 223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT  
 224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by  
 226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,  
 227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can  
 228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform  
 229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining  
 230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective  
 231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which  
 233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the  
 234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either  
 235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in  
 236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a  
 237 currently uncorrected building, environmental or safety code violation.

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

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
 240 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
 241 IS Maintenance Requirement").

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

- 243 \* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15)  
 244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
 245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
 246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by  
 247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer  
 248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and  
 249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be  
 250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the  
 251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done  
 252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer  
 253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property  
 254 and any violation of governmental, building, environmental, and safety codes, restrictions, or  
 255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be  
 256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date  
 258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through  
 259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of  
 260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the  
 261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's  
 263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to  
 264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control  
 265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall  
 266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to  
 267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary  
 268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates  
 269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or  
 270 become obligated to expend, any money.

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271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
272 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
273 to Buyer.

274 **ESCROW AGENT AND BROKER**

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
276 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
277 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions  
278 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting  
279 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent  
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties  
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow  
282 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall  
283 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction  
284 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such  
285 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,  
286 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate  
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve  
288 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.  
289 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
290 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
291 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.  
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is  
293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing  
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
296 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
297 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
298 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
299 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
300 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
301 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**  
302 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**  
303 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
304 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
305 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees  
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection  
307 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
308 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
309 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
310 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
311 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services  
312 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such  
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors  
314 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not  
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this  
317 Contract.

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**

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

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326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,  
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to  
328 pay to Cooperating Broker.

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

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

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

- 338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
340 16(b).
- 341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
346 16 shall survive Closing or termination of this Contract.

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

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 **18. STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,  
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by  
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title  
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the  
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land  
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters  
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of  
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property  
364 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  
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if  
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.  
367 If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title  
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The  
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and  
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify  
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller  
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties  
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of  
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after  
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to  
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects  
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's  
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby  
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller  
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer  
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this  
387 Contract.

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

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

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

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

418 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**  
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or  
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or  
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the  
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
424 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused  
425 or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God,  
426 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable  
427 diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods,  
428 including Closing Date, will be extended for the period that the Force Majeure prevents performance under this  
429 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more  
430 than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to  
431 the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further  
432 obligations under this Contract.

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

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

Buyer's Initials

Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail 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) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

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

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), 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 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup> of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. 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,

Buyer's Initials

Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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 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 be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") 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. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

**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. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue 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. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, 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 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, if any required, 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

Buyer's Initials

Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
555 8288 and 8288-A, as filed.

556 **W. RESERVED**

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

563 **ADDENDA AND ADDITIONAL TERMS**

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> K. RESERVED                          | <input type="checkbox"/> T. Pre-Closing Occupancy       |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> L. RESERVED                          | <input type="checkbox"/> U. Post-Closing Occupancy      |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> V. Sale of Buyer's Property    |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract            |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> X. Kick-out Clause             |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)  | <input type="checkbox"/> Y. Seller's Attorney Approval  |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> Z. Buyer's Attorney Approval   |
| <input type="checkbox"/> H. Homeowners/Flood Ins.  | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option      | <input type="checkbox"/> BB. Binding Arbitration        |

566 \* **20. ADDITIONAL TERMS:**

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583 **COUNTER-OFFER/REJECTION**

- 584 \*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
585 deliver a copy of the acceptance to Seller).
- 586 \*  Seller rejects Buyer's offer.

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

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

590 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*  
591 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*

Buyer's Initials

Seller's Initials

592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested  
593 persons.

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

596  
597\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
598  
599\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
600  
601\* Seller: John B... Date: 6/30/21  
602  
603\* Seller: Jill Bacaner Date: 6/30/21  
604

605 Buyer's address for purposes of notice  
606\* \_\_\_\_\_  
607\* \_\_\_\_\_  
608\* \_\_\_\_\_

Seller's address for purposes of notice  
1695 Castlewood Ln  
Palm Harbor, FL 34683

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

615\* \_\_\_\_\_  
616 **Cooperating Sales Associate, if any**  
  
617\* \_\_\_\_\_  
618 **Cooperating Broker, if any**

\_\_\_\_\_ **Listing Sales Associate**  
  
\_\_\_\_\_ **Listing Broker**

Buyer's Initials

Seller's Initials

# Release and Cancellation of Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®



## 1. Cancellation of Contract.

By signing this RELEASE AND CANCELLATION OF CONTRACT FOR SALE AND PURCHASE ("Release"), Buyer and Seller cancel the Contract for Sale and Purchase ("Contract"), signed by Buyer on the 1 day of December, 2021 and signed by Seller on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ concerning the following described property (give street address and legal description):

## 2. Release from Liability.

Buyer and Seller release each other and:

\_\_\_\_\_ (name of brokerage)  
together with its affiliates and their respective officers, directors, agents, employees, successors and assigns, and

\_\_\_\_\_ (name of brokerage)  
together with its affiliates and their respective officers, directors, agents, employees, successors and assigns from any and all claims and actions whatsoever arising from or relating to the Contract or pre-Contractual issues existing as of the date of the Release.

## 3. Disbursement of Escrow Funds.

Buyer and Seller instruct the escrow agent to disburse the deposit as follows:

\$ 3,000 to Buyer  
\$ \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ to \_\_\_\_\_

[Signature]  
Buyer

12-1-2021  
Date

[Signature]  
Buyer

12-1-2021  
Date

Seller  
John & Barbara, Trustee  
Seller

Date  
12/1/21  
Date





**Charles W. Thomas, Pinellas County Tax Collector**

PO Box 31149, Tampa, FL 33631-3149  
 (727) 464-7777 | www.taxcollect.com

**2021 REAL ESTATE TAX**

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Pay online at [www.taxcollect.com](http://www.taxcollect.com)

• E-check – no fee • Credit card – 2.95% convenience fee

If Postmarked By	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
Pay This Amount	\$1,245.27	\$1,258.25	\$1,271.22	\$1,284.19	\$1,297.16

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R335066		SP

PARCEL NO: 30/31/17/46872/000/0091  
 SITE ADDRESS: 620 10TH AVE S  
 PLAT: H3 PAGE 81  
 LEGAL:  
 KIRKWOOD SUB  
 W 40FT OF LOT 9 & W 40FT  
 OF N 10FT OF LOT 7

BACANER, TOBIAS & JILL REV TRUST  
 BACANER, TOBIAS TRE  
 1695 CASTLEWOOD LN  
 PALM HARBOR, FL 34683-6106

*Ad Dec 2*      *Ch 169*

SEE REVERSE SIDE FOR INSTRUCTIONS

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.1302	59,362	0	59,362	304.54
HEALTH DEPARTMENT	.0790	59,362	0	59,362	4.69
EMS	.9158	59,362	0	59,362	54.36
SCHOOL-STATE LAW	3.5770	67,155	0	67,155	240.21
SCHOOL-LOCAL BD.	2.7480	67,155	0	67,155	184.54
ST PETERSBURG	6.6550	59,362	0	59,362	395.05
SW FLA WTR MGMT.	.2535	59,362	0	59,362	15.05
PINELLAS COUNTY PLN.CNCL.	.0150	59,362	0	59,362	.89
JUVENILE WELFARE BOARD	.8981	59,362	0	59,362	53.31
SUNCOAST TRANSIT AUTHORITY	.7500	59,362	0	59,362	44.52
<b>TOTAL MILLAGE</b>	21.0216			<b>GROSS AD VALOREM TAXES</b>	\$1,297.16

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	AMOUNT
<b>GROSS NON-AD VALOREM ASSESSMENTS</b>	

<b>TAXES BECOME DELINQUENT APRIL 1ST</b>	<b>COMBINED GROSS TAXES AND ASSESSMENTS</b>	\$1,297.16
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**Charles W. Thomas, Pinellas County Tax Collector**

PO Box 31149, Tampa, FL 33631-3149

(727) 464-7777 | www.taxcollect.com

**2020 REAL ESTATE TAX**

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Pay online at [www.taxcollect.com](http://www.taxcollect.com)

• E-check – no fee • Credit card – 2.95% convenience fee

If Postmarked By	Nov 30, 2020	Dec 31, 2020	Jan 31, 2021	Feb 28, 2021	Mar 31, 2021
Pay This Amount	\$1,107.97	\$1,119.52	\$1,131.06	\$1,142.60	\$1,154.14

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R335066		SP

PARCEL NO: 30/31/17/46872/000/0091  
 SITE ADDRESS: 620 10TH AVE S  
 PLAT: H3 PAGE 81  
 LEGAL:  
 KIRKWOOD SUB  
 W 40FT OF LOT 9 & W 40FT  
 OF N 10FT OF LOT 7

BACANER, TOBIAS & JILL REV TRUST  
 BACANER, TOBIAS TRE  
 1695 CASTLEWOOD LN  
 PALM HARBOR, FL 34683-6106

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	53,965	0	53,965	284.69
HEALTH DEPARTMENT	.0835	53,965	0	53,965	4.51
EMS	.9158	53,965	0	53,965	49.42
SCHOOL-STATE LAW	3.6790	53,965	0	53,965	198.54
SCHOOL-LOCAL BD.	2.7480	53,965	0	53,965	148.30
ST PETERSBURG	6.7550	53,965	0	53,965	364.53
SW FLA WTR MGMT.	.2669	53,965	0	53,965	14.40
PINELLAS COUNTY PLN.CNCL.	.0150	53,965	0	53,965	.81
JUVENILE WELFARE BOARD	.8981	53,965	0	53,965	48.47
SUNCOAST TRANSIT AUTHORITY	.7500	53,965	0	53,965	40.47
<b>TOTAL MILLAGE</b>	<b>21.3868</b>			<b>GROSS AD VALOREM TAXES</b>	<b>\$1,154.14</b>

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	AMOUNT
<b>GROSS NON-AD VALOREM ASSESSMENTS</b>	

<b>TAXES BECOME DELINQUENT APRIL 1ST</b>	<b>COMBINED GROSS TAXES AND ASSESSMENTS</b>	<b>\$1,154.14</b>
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SEE REVERSE SIDE FOR INSTRUCTIONS

**Charles W. Thomas, CFC, Pinellas County Tax Collector**

P.O. Box 31149, Tampa, FL 33631-3149  
(727) 464-7777 | www.taxcollect.com

**2019 REAL ESTATE TAX**

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Pay online at [www.taxcollect.com](http://www.taxcollect.com)

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
Pay this Amount	\$1,069.30	\$1,080.43	\$1,091.57	\$1,102.71	\$1,113.85

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R335066		SP

BACANER, TOBIAS & JILL REV TRUST  
BACANER, TOBIAS TRE  
1695 CASTLEWOOD LN  
PALM HARBOR, FL 34683-6106

PARCEL NO.: 30/31/17/46872/000/0091  
SITE ADDRESS 620 10TH AVE S, ST PETERSBURG  
PLAT: H3 PAGE: 81  
LEGAL:  
KIRKWOOD SUB  
W 40FT OF LOT 9 & W 40FT  
OF N 10FT OF LOT 7

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	51,670	0	51,670	272.59
HEALTH DEPARTMENT	0.0835	51,670	0	51,670	4.31
EMS	0.9158	51,670	0	51,670	47.32
SCHOOL-STATE LAW	3.8360	51,670	0	51,670	198.21
SCHOOL-LOCAL BD.	2.7480	51,670	0	51,670	141.99
ST PETERSBURG	6.7550	51,670	0	51,670	349.03
SW FLA WTR MGMT.	0.2801	51,670	0	51,670	14.47
PINELLAS COUNTY PLN.CNCL.	0.0150	51,670	0	51,670	0.78
JUVENILE WELFARE BOARD	0.8981	51,670	0	51,670	46.40
SUNCOAST TRANSIT AUTHORITY	0.7500	51,670	0	51,670	38.75
<b>TOTAL MILLAGE</b>	<b>21.5570</b>			<b>GROSS AD VALOREM TAXES</b>	<b>\$1,113.85</b>

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	AMOUNT
<b>GROSS NON-AD VALOREM ASSESSMENTS</b>	<b>\$0.00</b>

<b>COMBINED GROSS TAXES AND ASSESSMENTS</b>	<b>\$1,113.85</b>
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PAID TAXES BECOME DELINQUENT APRIL 1ST

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS



# A. Settlement Statement (HUD-1)



### B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins.	6. File Number: 18-0868DM	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agents are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Tobias Bacaner and Jill Bacaner, as Trustees of the Tobias and Jill Bacaner Revocable Trust, w/t/d 1/19/15 1695 Castlewood Lane, Palm Harbor, FL 34683	E. Name & Address of Seller: Donald F. Mosley P.O. Box 2072, St. Petersburg, FL 33731	F. Name & Address of Lender:
G. Property Location: 620 10th Avenue South Saint Petersburg, FL 33701	H. Settlement Agent: GreenLeaf Title, LLC 2451 North McMullen Booth Road, Suite 237, Clearwater, Florida 33759	I. Settlement Date: 10/31/2018
Place of Settlement: 2451 North McMullen Booth Road, Suite 237, Clearwater, Florida 33759		TitleExpress

### J. Summary of Borrower's Transaction

<b>100. Gross Amount Due from Borrower</b>	
101. Contract sales price	100,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	273.00
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes to	
107. County taxes 10/31/2018 to 12/31/2018	64.93
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. Gross Amount Due from Borrower</b>	<b>100,337.93</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. Total Paid by/for Borrower</b>	<b>0.00</b>
<b>300. Cash at Settlement from/to Borrower</b>	
301. Gross amount due from borrower (line 120)	100,337.93
302. Less amounts paid by/for borrower (line 220)	0.00
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>100,337.93</b>

### K. Summary of Seller's Transaction

<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	100,000.00
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/town taxes to	
407. County taxes 10/31/2018 to 12/31/2018	64.93
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. Gross Amount Due to Seller</b>	<b>100,064.93</b>
<b>500. Reductions in Amount Due to Seller</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	1,803.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan to Sunset Capital LLC	30,275.00
505. Payoff of second mortgage loan	
506. Utilities: Account 213723	200.00
507. County Property Taxes (2017)	415.91
508. Special Assessments	782.76
509. County Property Taxes (2018)	382.24
<b>Adjustments for items unpaid by seller</b>	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. Total Reduction Amount Due Seller</b>	<b>33,858.91</b>
<b>600. Cash at Settlement to/from Seller</b>	
601. Gross amount due to seller (line 420)	100,064.93
602. Less reductions in amount due seller (line 520)	33,858.91
<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>66,206.02</b>

The Public Reporting Burden for the collection of information is estimated to average 35 minutes per respondent for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

**L. Settlement Charges**

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>			
Division of commission (line 700) as follows:			
701. \$0.00	to		
702. \$0.00	to		
703. Commission paid at settlement			
<b>800. Items Payable in Connection with Loan</b>			
801. Our origination charge (Includes Origination Point 0.000% or \$0.00)	\$ (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$ (from GFE #2)		
803. Your adjusted origination charges	(from GFE A)		
804. Appraisal fee	to (from GFE #3)		
805. Credit report	to (from GFE #3)		
806. Tax service	to (from GFE #3)		
807. Flood certification	to (from GFE #3)		
808.	to		
<b>900. Items Required by Lender to be Paid in Advance</b>			
901. Daily interest charges from 10/31/2018 to 11/01/2018 @ \$0.00/day	(from GFE #10)		
902. Mortgage insurance premium	months to (from GFE #3)		
903. Homeowner's insurance	months to (from GFE #11)		
904.	months to (from GFE #11)		
<b>1000. Reserves Deposited with Lender</b>			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance	months @ \$ /month		
1003. Mortgage insurance	months @ \$ /month		
1004. Property taxes	months @ \$ /month		
1005. County taxes	months @ \$ 3185/month \$		
1006. Assessments	months @ \$ 0.00/month \$		
1007. Aggregate Adjustment	\$		
<b>1100. Title Charges</b>			
1101. Title services and lender's title insurance	\$ (from GFE #4)	250.00	
1102. Settlement or closing fee to GreenLeaf Title, LLC	\$250.00		250.00
1103. Owner's title insurance - Westcor Land Title Insurance Company	\$ (from GFE #5)		575.00
1104. Lender's title insurance - Westcor Land Title Insurance Company	\$		
1105. Lender's title policy limit \$0.00 Lender's Policy			
1106. Owner's title policy limit \$100,000.00 Owner's Policy			
1107. Agent's portion of the total title insurance premium	\$402.50		
1108. Underwriter's portion of the total title insurance premium	\$172.50		
1109. Title Search to Westcor Land Title Insurance Company			85.00
<b>1200. Government Recording and Transfer Charges</b>			
1201. Government recording charges	\$ (from GFE #7)	18.50	
1202. Deed \$18.50 Mortgage \$ Release \$37.00			37.00
1203. Transfer taxes	\$ (from GFE #8)		
1204. Documentary Stamps Deed Deed \$700.00 Mortgage \$			700.00
1205. Documentary Stamps Mtg Deed \$ Mortgage \$			
1206. Intangible Tax Deed \$ Mortgage \$			
1207. Electronic Filing Fee		4.50	9.00
<b>1300. Additional Settlement Charges</b>			
1301. Required services that you can shop for	(from GFE #6)		
1302. Municipal Lien Search to Target Lien Search			147.00
1303.	to		
1304.	to		
1305.	to		
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>273.00</b>	<b>1,803.00</b>

\*Paid outside of closing by (B)orrower, (S)eller, (L)ender, (I)nvestor, Bro(K)er. \*\*Credit by lender shown on page 1. \*\*\*Credit by seller shown on page 1.

Signature Page

**HUD CERTIFICATION OF BUYER AND SELLER**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers

TOBIAS BACANER OR JILL BACANER, AS TRUSTEES OF THE  
TOBIAS AND JILL BACANER REVOCABLE TRUST, U/T/D 1/19/15

Tobias Bacaner Trustee  
10/31/15

Sellers

\_\_\_\_\_  
Donald F. Mosley

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

[Signature]  
SETTLEMENT AGENT

10/31/15  
DATE

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18, U.S. CODE SECTION 1001 AND SECTION 1010.

**HUD CERTIFICATION OF BUYER AND SELLER**

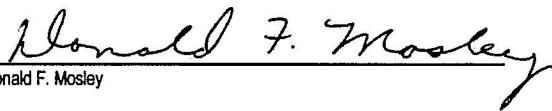
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers

TOBIAS BACANER OR JILL BACANER, AS TRUSTEES OF THE  
TOBIAS AND JILL BACANER REVOCABLE TRUST, U/T/D 1/19/15


\_\_\_\_\_  
Jill A. Bacaner, Individually and as Trustee

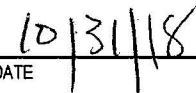
Sellers

  
\_\_\_\_\_  
Donald F. Mosley

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

  
\_\_\_\_\_  
SETTLEMENT AGENT

  
\_\_\_\_\_  
DATE

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

# Appendix B:

## Photographs of the Property













































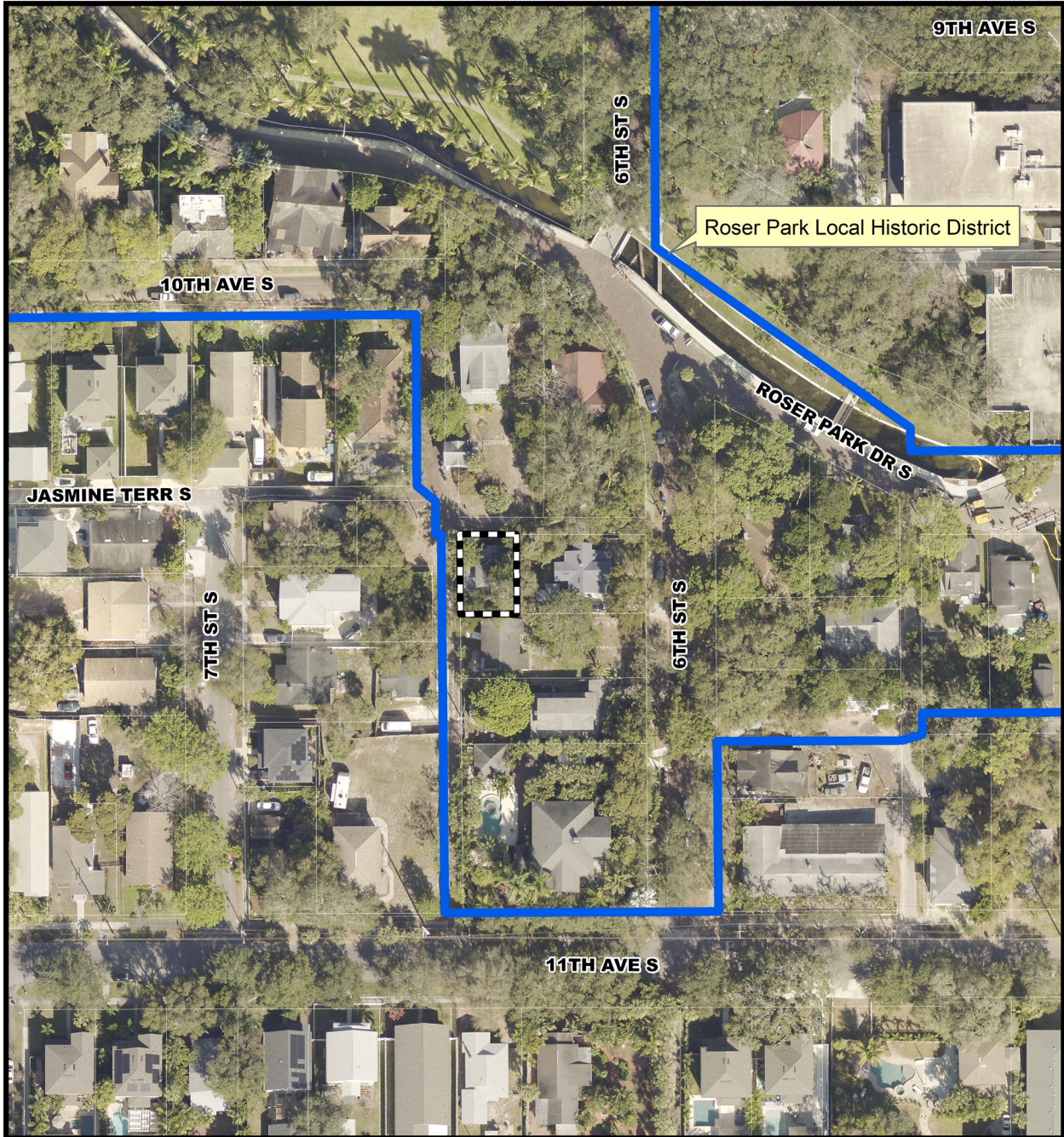






# Appendix C:

## Maps of the Subject Property



**Community Planning and Preservation Commission**

**620 10th Ave. S.**

**AREA TO BE APPROVED,**

**SHOWN IN**



**CASE NUMBER**

**22-90300008**



SCALE:  
1" = 100'





**Community Planning and Preservation Commission**

**620 10th Ave. S.**

**AREA TO BE APPROVED,**

**SHOWN IN**



**CASE NUMBER**

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SCALE:  
1" = 100'