

"AS IS" Residential Contract For Sale And Purchase

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



1\* PARTIES: Sandra Smith Lambert & Cindi Stenroos ("Seller"),
2\* and I.R. County, Florida ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract");

6 1. PROPERTY DESCRIPTION:

- 7\* (a) Street address, city, zip: 5816 26th Street, Vero Beach, FL 32966
8\* (b) Located in: Indian River County, Florida. Property Tax ID #: 32393200001000007.0
9\* (c) Real Property: The legal description is Long Legal see attachment

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 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:

23 (e) The following items are excluded from the purchase:

25 PURCHASE PRICE AND CLOSING

26 2. PURCHASE PRICE (U.S. currency): \$ 200,000.00

27 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ N/A

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 (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: Atlantic Coastal Land Title Co.
33 Address: 855 21st St, Vero Beach, FL, 32960
34 Phone: 772-569-4364 E-mail: jbeal@atlanticcoastal.com Fax: 772-569-8688

35 (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
36 days after Effective Date \$ N/A
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 N/A

39 (d) Other: \$ N/A

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41 transfer or other COLLECTED funds \$ 200,000.00

42 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 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
46 the counter-offer is delivered.

47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
48 initialed and delivered this offer or final counter-offer ("Effective Date").

49 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur
50 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
51 ("Closing") on April 25, 2018 ("Closing Date"), at the time established by the Closing Agent.
52

Buyer's Initials

Seller's Initials

"AS IS" Residential Contract For Sale And Purchase

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



PARTIES: Sandra Smith Lambert & Cindi Stenroos and I.R. County, Florida ("Seller"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 5816 26th Street, Vero Beach, FL 32966
(b) Located in: Indian River County, Florida. Property Tax ID #: 32393200001000007.0
(c) Real Property: The legal description is Long Legal see attachment

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached walls, walkways and flooring ("Real Property") unless specifically excluded in Paragraph (e) or by other terms of the Contract.

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

Other Personal Property Items included in this purchase are:

(e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 200,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ N/A. The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): (i) [ ] accompanies offer or (ii) [ ] is to be made within (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: Atlantic Coastal Land Title Co. Address: 855 21st St, Vero Beach, FL 32960 Phone: 772-569-4364 E-mail: jbeal@atlanticcoastal.com Fax: 772-569-8688

(b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date \$ N/A

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ N/A

(d) Other: \$ N/A

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$ 200,000.00

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

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

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before April 5, March 20, 2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on April 25, 2018 ("Closing Date"), at the time established by the Closing Agent.

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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 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.

Buyer's Initials \_\_\_\_\_  
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Seller's Initials ML CS

(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: 6 % R.E. Commission, all closing costs

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

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

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

**(c) TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance 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

Buyer's Initials \_\_\_\_\_  
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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.

#### 189 DISCLOSURES

#### 190 10. DISCLOSURES:

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

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

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

203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood  
204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"  
206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
210\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums  
214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured  
215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial  
216 rating.

217 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
218 required by Section 553.996, F.S.

- 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 \_\_\_\_\_ (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,

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

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

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Seller's Initials AL CD

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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,

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

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Seller's Initials   *nl*     *CS*  

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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

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

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.*

**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**):

- |  |   |   |
|--|---|---|
| <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                | <input type="checkbox"/> W. Back-up Contract            |
| <input type="checkbox"/> E. FHA/VA Financing       | Line  | <input type="checkbox"/> X. Kick-out Clause             |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> O. Insulation Disclosure                       | <input type="checkbox"/> Y. Seller's Attorney Approval  |
| <input type="checkbox"/> G. Short Sale             | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Z. Buyer's Attorney Approval   |
| <input type="checkbox"/> H. Homeowners/Flood Ins.  | <input type="checkbox"/> Q. Housing for Older Persons                   | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> R. Rezoning                                    | <input type="checkbox"/> BB. Binding Arbitration        |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option                | <input type="checkbox"/> Other: _____                   |
|  |   | _____   |
|  |   | _____   |

571\* **20. ADDITIONAL TERMS:** Purchase is contingent on approval of the Indian River Board of County Commissioners.  
 572 Buyer to designate closing agent and seller to pay closing costs.  
 573 In the event seller and buyer agree to cancel this contract, for any reason, there will be no real estate  
 574 commission due or payable.

575 \_\_\_\_\_

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**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.

Buyer's Initials \_\_\_\_\_  
 FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials pl CS

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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.

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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.

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

601\*

Buyer: See Following Signature Page Date: \_\_\_\_\_

602\*

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

603\*

Seller: Sandra Smith Lambert Date: March, 2018  
Sandra Smith Lambert

604\*

Seller: Cindi Stenroos Date: March 13, 2018  
Cindi Stenroos

605

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

606\*

\_\_\_\_\_ c/o John C. Kaczmarek, P.A.

607\*

\_\_\_\_\_ See below.

608\*

\_\_\_\_\_

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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.

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S. Mark Baker  
Cooperating Sales Associate, if any

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S. Mark Baker  
Listing Sales Associate

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Rick Baker Realty, LLC  
Cooperating Broker, if any

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Rick Baker Realty, LLC  
Listing Broker

JOHN C. KACZMAREK, P.A.  
ATTORNEY AT LAW  
399 CAMINO GARDENS BOULEVARD  
SUITE 300  
BOCA RATON, FLORIDA 33432  
TELEPHONE: (561) 368-6609  
FAX: (561) 394-2970  
kaczmarek1@comcast.net

Buyer's Initials \_\_\_\_\_  
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Page 12 of 12

Seller's Initials ml CS

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Peter D. O'Bryan, Chairman

Approved by BCC \_\_\_\_\_

ATTEST:  
Jeffrey R. Smith, Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
County Attorney

## Legal Description

A portion of a parcel of land in the S ½ of the S ½ of the East ten (10) acres of Tract 16, Section 32, Township 32 South, Range 39 East according the plat of Indian River Farms Company, recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida; said land situate, lying and being in Indian River County, Florida,

LESS and SUBJECT to those lands in favor of the State of Florida, as may be reserved therein.

**This legal description is not to be relied on. The Buyer is directed to do its due diligence and obtain an exact legal description.**

*CPM*

58835

Section 88000  
SRD No. 143 and  
Section 88550-2150  
Road S-505-A  
SRD No. 10

INDIAN RIVER COUNTY QUITCLAIM PART DEED NO. 408

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the State of Florida, through the Trustees of the Internal Improvement Fund, by Part Deed No. 408 Indian River County, of Aug. 4, 1944, conveyed unto Eli C. Walker, Jr.

grantee, a certain parcel therein described, and subject to the reservation for State Road Right of Way as therein defined (the last recorded owner of the title of said property now being George B. Smith and Winifred Jane Smith, his wife

)and

WHEREAS, the State Road Department of Florida has advised that the property hereinafter described is not necessary for highway purposes, and has approved the release and quitclaim of said reservation for State Road Right of Way to the extent hereinafter set forth;

NOW, THEREFORE, the State of Florida, through the Trustees of the Internal Improvement Fund, in consideration of the sum of Ten Dollars (\$10.00) and the foregoing considerations, have remised, released and quitclaimed and by these presents do remise, release and quitclaim unto the said George B. Smith and Winifred Jane Smith, his wife

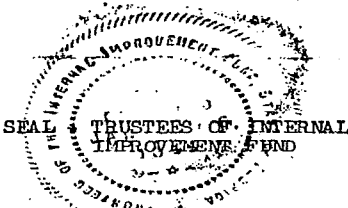
and their heirs and assigns forever all right, title, interest, claim and demand arising out of the following reservation, to-wit:

RESERVING UNTO THE STATE OF FLORIDA easement for State Road Right of Way Two Hundred (200) feet wide lying equally on each side of the centerline of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said centerline,

as contained in that certain Part Deed No. 408 as to so much of said right of way described as follows:

All of said reservation insofar as same affects S $\frac{1}{2}$  of S $\frac{1}{2}$  of East 10 acres of Tract 16, Section 32, Township 32 South, Range 39 East, according to plat of Indian River Farms Company, recorded in Plat Book 2, page 25, Public Records of St. Lucie County, Florida; said land situate, lying and being in Indian River County, Florida, EXCEPT that part lying within 81 feet of the East line of said Section 32 and except that part lying within 70 feet of the South line of said Section 32.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed in the City of Tallahassee, Florida, on this the JUN 26 1967

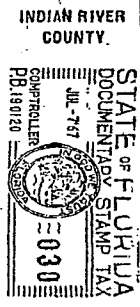


STATE ROAD DEPARTMENT OF FLORIDA  
DIVISION OF RIGHTS OF WAY  
DESCRIPTION APPROVED  
JUN 22 1967 By *D.T.M.*

STATE OF FLORIDA  
GOVERNOR  
COMPTROLLER  
TREASURER  
ATTORNEY GENERAL  
COMMISSIONER OF AGRICULTURE

AS AND CONSTITUTING THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

OFFICIAL RECORD BOOK 260 PAGE 139



Filed and recorded this 7th day of July, 1967  
RALPH HARRIS, CLERK OF CIRCUIT COURT  
By *Jane Ferguson* Deputy Clerk

225 Rec.  
5/30/68  
1/5



Lead-based Paint Warning Statement



(Use this form with contracts for the sale of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Seller owns more than 4 dwelling units and beginning December 6, 1996, if Seller owns 1 - 4 dwelling units. Seller and licensees must keep a copy of this completed form for 3 years from the date of closing.)

Sale and Purchase Contract: This clause is incorporated into the Contract between Sandra Smith Lambert & Cindi Stenroos (Seller) and \_\_\_\_\_ (Buyer) concerning the residential Property built before 1978 and located at I.R. County, Florida 5816 26th Street, Vero Beach, Fl. 32960 5816 26th Street, Vero Beach, Fl 32966

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

(1) LBP/LBPH in Housing: Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH information and list all available documents pertaining to LBP/LBPH and provide documents to Buyer before accepting Buyer's offer) \_\_\_\_\_

(2) Lead-based Paint Hazards Inspection: Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH unless this box is checked (  Buyer may conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the inspection, notice, repair and repair limits of paragraph 8(a) or H of the FAR Residential Sale and Purchase Contract or standard N of the FAR/BAR Contract for Sale and Purchase, as amended and as applicable).

(3) Certification of Accuracy: Buyer has received the pamphlet "entitled "Protect Your Family From Lead In Your Home" and all of the information specified in paragraph (A) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S. C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

_____	_____	<u><i>[Signature]</i></u>	<u>3-16-18</u>
Buyer	Date	Seller	Date
_____	_____	<u><i>[Signature]</i></u>	<u>2-23-18</u>
Buyer	Date	Seller	Date
<u><i>[Signature]</i></u>	<u>3/19/18</u>	<u><i>[Signature]</i></u>	<u>2-23-18</u>
S, Mark Baker	Date	S, Mark Baker	Date
_____	_____	<u><i>[Signature]</i></u>	<u>3-16-18</u>
Buyer	Date	Seller	Date
<u><i>[Signature]</i></u>	<u>3/19/18</u>	<u><i>[Signature]</i></u>	<u>3-16-18</u>
S, Mark Baker	Date	S, Mark Baker	Date

Buyer ( ) ( ) Seller (PS) ( ) Listing Licensee ( ) ( ) Selling Licensee ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.



paint that is deteriorated or present in accessible areas or surfaces that rub together, like doors and windows

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas, if the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Rick Baker Realty  
(licensee) to Seller/Landlord on the 18 day of February, 2018.

Buyer  Seller  Listing Licensee  Selling Licensee  acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

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lead-based paint and "LBP" will mean lead-based paint hazards, which are conditions that cause exposure to lead from deteriorated paint, lead-based paint that is deteriorated or present in accessible places or surfaces that rub together, like doors and windows.

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

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B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

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B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

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5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Rick Baker Realty (licensee) to Seller/Landlord on the 18 day of February, 2018.

Buyer  Seller  Listing Licensee  Selling Licensee  acknowledges receipt of a copy of this page, which is Page 2 of 2 Pages.



Commission Agreement



Sandra Smith Lambert & Cindi Stenroos ("Seller/Landlord")
agrees that Rick Baker Realty, LLC ("Broker")
may show and will use diligent effort to (Check as applicable) sell lease Seller's/Landlord's Property located at
5816 26th Street, Vero Beach, FL 32966 ("Property")
to Indian River County, Florida ("Prospect").

In the event the Property is (Check as applicable) sold, optioned, or contracted to be sold leased
to Prospect, or any other prospect procured by Broker, on [date] or within 30 days (180
days if blank) thereafter, Seller/Landlord agrees to pay Broker:

- 6% of the gross purchase price of the Property.
Contract to be signed by Indian River Co. within 30 days

Seller/Landlord will pay Broker's fee in the event of sale, at time of closing the sale; or in the event of lease, at time of
lease execution. Broker's fee is due if Seller/Landlord defaults on an executed sales contract or lease with Prospect or if
Seller/Landlord agrees with Prospect to cancel an executed sales contract or lease. In any litigation arising out of this
agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs,
and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will
apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a
commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against
your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the
commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will
apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a
commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against
your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before
the commission is earned.

Additional Terms: In the event seller & buyer agree to cancel any signed contract for sale of subject property, for any
reason, there will be no real estate commission. This agreement pertains to the sale to Indian River Co. only

Sandra Smith Lambert
Cindi Stenroos
Cynthia G. Stenroos
Seller/Landlord

3-16-18
2-23-18
Date
3-16-18
2-23-18
Date

Authorized Broker or Associate

Date