

AARON JOSEPH

Real Estate Services

AUCTION REGISTRATION AGREEMENT

Property Address: TBD Jefferson RD, Tallahassee, FL 32317

Date of Auction: May 27, 2021

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Identification _____ Attach a copy

I (We) hereby agree that in the event that that I am (we are) declared by the Auctioneer to be the High Bidder in this auction, I (We) will immediately sign the Contract for Sale & Purchase provided to us by AARON JOSEPH, reflecting our bid plus a 10% Buyer's Premium as the Contract Price, and will deposit an amount equal to 10% of the total Contract Price with the Escrow Agent within 48 hours of the auction. In the event that I am (we are) declared the high bidder with a bid sufficient to declare the property sold, I (we) understand and acknowledge that my (our) bid deposit will be delivered to the escrow agent and be non-refundable if we fail to close on the property. If my (our) offer is ultimately rejected by the seller, I (we) understand that the Escrow Agent will be directed to refund my (our) deposit.

I (We) acknowledge that I (we) have had an opportunity to inspect the property being sold at Auction. I (We) further acknowledge that I (we) have performed all the inspections or tests we require, and I (we) have made all inquiries and research that I (we) deem necessary. Therefore if I am (we are) the high bidder, I (we) will purchase the property in its AS-IS condition at the time of the Auction. I (we) acknowledge that all information given to me by the Seller AARON JOSEPH, or anyone associated with this Auction, through any means, is not guaranteed to be accurate, and I am (we are) not relying on any such information, as I (we) have obtained my (our) own information from other sources. There have been no promises or representations made to me by the Seller, AARON JOSEPH or anyone associated with this Auction and I (we) agree to indemnify and save harmless AARON JOSEPH and/or its agents and employees, or anyone associated with this Auction against any claims, actions, causes of action, demands, rights, damages, losses, decrees, judgments or costs, including legal fees, that may result or occur as a result of this Auction or due to the condition of the property.

I (we) acknowledge that I (we) understand that if I (we) are declared the High Bidder that I am (we are) responsible for all costs associated with the closing of this transaction. I (we) have the funds appropriated to close this transaction in the time allotted for closing, in the amount for which I (we) may ultimately obligate myself (ourselves).

I (WE) UNDERSTAND THAT THERE IS A 10% BUYER'S PREMIUM, THAT THIS SALE IS NOT CONTINGENT ON FINANCING, THAT THE PROPERTY IS SOLD AS-IS WITH NO WARRANTY EXPRESSED OR IMPLIED, THAT THE BUYER PAYS ALL CLOSING COSTS, AND THAT THIS SALE IS SUBJECT TO A SELLER RESERVE.

I (WE) REPRESENT THAT WE HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS OF THIS SALE, THE CONTRACT FOR SALE & PURCHASE WHICH WE WILL SIGN, AND THE INFORMATION PACKET AND ITS ATTACHED BROCHURES FOR THIS SALE.

Signature Date Signature Date

State Driver's License/ID Number* State Driver's License/ID Number*

Date of Birth Date of Birth

* If you are registering via email, please provide a legible copy of your Driver's License, State Issued ID or Passport with this registration.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, AARON JOSEPH and its Associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

Date

Signature

Date

Signature

COVID-19 WARNING

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious virus that can cause severe illness which can lead to death. According to the Centers for Disease Control and Prevention (CDC), "Older adults and people who have severe underlying chronic medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness." To help mitigate the spread of COVID-19, we require certain protocols to be strictly followed. In response to the White House Guidelines for Opening Up America and the CDC Guidance it recommends, we have taken enhanced health and safety measures to help protect You, our other Customers, our Staff, and Loved Ones each may be in contact with.

Therefore:

- Do not enter this facility if you have a fever, or are exhibiting any symptom of COVID-19 disease.
- At this facility you must wear a mask at all times.
- At this facility you must maintain 6 feet of distance from any person who does not cohabitate with you.
- A non-invasive temperature check may be required to enter the facility.
- Additional guidelines may be required as the response to COVID-19 unfolds.

ANYONE NOT FOLLOWING THESE SIMPLE RULES WILL BE ASKED TO LEAVE THE PREMISES.

By entering this facility you voluntarily assume all risks related to exposure to COVID-19. Further, you specifically hold Aaron Joseph, LLC, its employees, officers, directors, and owner(s), as well as the property owner(s) harmless from any and all liability due to exposure to COVID-19. Let's keep each other healthy and safe.

TERMS & CONDITIONS:

AUCTION BUSINESS: This Auction is being conducted by: Aaron Joseph, LLC dba Aaron Joseph 644 McDonnell DR, Suite 2, Tallahassee, Florida 32310 FL AB3775 FL CQ1058243, hereinafter referred to as AARON JOSEPH.

PRINCIPAL AUCTIONEER: Joseph F. Kikta, GPPA, CES FL AU4236, GA AU4108, Licensed Real Estate Broker

PROPERTY: 20.68+/- Acres located at an address that is To Be Determined Jefferson Road, Tallahassee, Florida 32317

LEGAL DESCRIPTION: See EXHIBIT "A"

AUCTION LOCATION: 644 McDonnell Drive, Suite 2, Tallahassee, Florida 32310

AUCTION DATE & TIME: Thursday, May 27, 2021 | 11:00 AM Eastern (Please be prompt, this auction will close quickly)

TITLE/TITLE COMMITMENT: In progress

DEED: Warranty Deed

SURVEY: As per plat

HOME INSPECTION: Not applicable

ESCROW AGENT: Messer Caparello, P.A., 2618 Centennial Place, Tallahassee, Florida 32308,
Phone: (850) 222 -0720, Fax: (850) 558-0657

JURISDICTION: The legal jurisdiction of this Auction is Leon County, Florida, USA, hereinafter referred to as JURISDICTION.

BUYER'S PREMIUM: 10%

BID DEPOSIT: \$2,500.00 PAYABLE TO: Messer Caparello, P.A.

BINDER DEPOSIT (if you are the successful high bidder): 10% of the PURCHASE PRICE

ONLINE BIDDING AVAILABLE AT: <https://www.auctions.aaronjosephauctions.com>

OPEN HOUSE DATE(S): Not Applicable

INSPECTION DATE(S): May 20, 2021 by appointment

CLOSING COSTS: ALL CLOSING COSTS TO BE PAID BY THE BUYER. SELLER will reimburse up to \$500.00 of BUYER'S closing costs at closing.

CLOSING DATE: On or before June 28, 2021

These Terms & Conditions, amended by any published notice, whether posted, printed, or verbal, constitute the entire Terms & Conditions on which the PROPERTY identified above will be offered and/or sold by AARON JOSEPH on behalf of the SELLER for whom we act as agent. By bidding at this auction, you are expressly agreeing to these Terms & Conditions. Further, by bidding you become party to a negotiation, and expressly agree that in the event that you are the high bidder, and the PROPERTY is declared sold, a contract for sale and purchase is created under the laws of the State of Florida. By registering to bid, you are accepting the Terms and Conditions stated herein, and agree to abide by them as a condition for being accepted as a bidder IF YOU ARE THE HIGH BIDDER FOR A PROPERTY AT THIS AUCTION, YOU ARE ENTERING A CONTRACT FOR SALE AND PURCHASE WITH THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE WITH ANY PORTION OF THESE TERMS AND CONDITIONS, DO NOT REGISTER TO BID.

THESE TERMS AND CONDITIONS, THE AUCTION REGISTRATION AGREEMENT, AND THE CONTRACT FOR SALE AND PURCHASE THAT MAY RESULT FROM THIS AUCTION ARE LEGALLY BINDING CONTRACTS. YOU ARE ADVISED TO CONSULT WITH YOUR LEGAL COUNSEL PRIOR TO ENTERING INTO ANY CONTRACT.

PARTIES: AARON JOSEPH as Agent for the SELLER and the registered bidder constitute the parties to these Terms & Conditions. The high bidder for any property sold at this auction and the SELLER are the parties to the subsequent Contract for Sale and Purchase that results.

BUYER'S PREMIUM: The Buyer's Premium stipulated above will be added to the high bid to determine the sales price for the CONTRACT FOR SALE AND PURCHASE. The Buyer's Premium is in addition to your high bid if you are the successful high bidder. For example, if you bid \$100,000 at an auction with a 10% Buyer's Premium, and you are the successful high bidder, the CONTRACT FOR SALE AND PURCHASE will reflect a PURCHASE PRICE of \$110,000 (Your \$100,000 Bid + \$10,000 for the Buyer's Premium). Please bid accordingly. There is never a fee to place a bid and no Buyer's Premium is charged unless you are the successful high bidder for a property at the auction, and are therefore the buyer of that property.

REGISTRATION: Registration is required in order to bid at any AARON JOSEPH Auction. This registration includes your name, address, phone number, email address, and a valid government issued identification. All bidders are required to register to bid, using the AUCTION REGISTRATION AGREEMENT, and receive a paddle number prior to bidding. You must be 18 years of age or older to register to bid. As part of the bidder registration process, each bidder must attest that they have read and accept these BIDDER TERMS & CONDITIONS and agree to immediately sign the CONTRACT FOR SALE AND PURCHASE provided by AARON JOSEPH. A copy of the CONTRACT FOR SALE AND PURCHASE is part of the Bidder Information Packet. If you have any general questions regarding these BIDDER TERMS & CONDITIONS, the AUCTION REGISTRATION AGREEMENT or the CONTRACT FOR SALE AND PURCHASE please ask during the registration process. If you have legal questions regarding the aforementioned documents, please consult your legal counsel. REGISTERING TO BID WILL BE CONSIDERED SUFFICIENT EVIDENCE THAT A BIDDER ACCEPTS ALL CONDITIONS SET FORTH IN THESE TERMS & CONDITIONS, THE AUCTION REGISTRATION AGREEMENT AND THE CONTRACT FOR SALE AND PURCHASE. All Real Estate Licensees working as a Buyer's Agent, must register their buyer with AARON JOSEPH at least 48 hours prior to the sale. Buyer's Agents will not be compensated if BUYER registers separately from agent.

BID DEPOSIT: A bid deposit in the form of a Certified Check or Cashier's Check made payable to the ESCROW AGENT listed above, in the amount stipulated above, or a Wire Transfer (Contact AARON JOSEPH for Wire Transfer instructions) in the amount stipulated above and received prior to the auction, is required to bid at this auction. If you are not the successful high bidder, this deposit check will be

promptly returned to you in person or mailed by first class mail. In the event that you are not the successful high bidder and submitted your deposit by Wire Transfer, allow 48 hours for a check to be drafted which will be available for pickup or mailed by first class mail. If you are the successful high bidder at the auction, this BID DEPOSIT will become part of your non-refundable BINDER DEPOSIT.

BINDER DEPOSIT: The BINDER DEPOSIT stipulated above or the BID DEPOSIT whichever is greater is due from the successful high bidder immediately after being declared the winning bidder as a binder for the CONTRACT FOR SALE AND PURCHASE. Any difference between the BID DEPOSIT and the BINDER DEPOSIT may be made up by personal check, business check, cash, or wire transfer. Under no circumstances will the BINDER DEPOSIT be less than the BID Deposit. The BINDER DEPOSIT is non-refundable and will count toward the total funds needed to close. The BINDER DEPOSIT is calculated on the total PURCHASE PRICE. Therefore, it is calculated on the total of the high bid and the buyer's premium. For example, if the high bid is \$100,000 with a 10% Buyer's Premium, the PURCHASE PRICE would be \$110,000 and the BINDER DEPOSIT would be 10% of the \$110,000 which is \$11,000.

BIDDING: This auction will be conducted live with in-person, absentee, phone, and simultaneous online bidding. Bids will only be accepted from registered bidders. By bidding at this auction, a bidder is creating a contract, enforceable under the laws of the JURISDICTION stipulated above. Bidding at this auction will be considered sufficient evidence that a bidder accepts all conditions set forth in these TERMS & CONDITIONS, the AUCTION REGISTRATION AGREEMENT, the CONTRACT FOR SALE AND PURCHASE, and ANY CONDITIONS OUTLINED ON THE DAY OF THE SALE WHETHER WRITTEN OR VERBAL. Any individual bidding on behalf of, or as an agent of another individual or company, whether or not such agency is disclosed, and whether or not the identity of the Principal is disclosed, other than a licensed real estate agent or broker who is properly registered with AARON JOSEPH as a Buyer's Agent, may be jointly and severally liable along with the Principal, under any contract created by the acceptance of a bid. The auctioneer has the authority to accept or reject any and all bids. All bidding is in terms of United States Currency. The auctioneer determines who the high bidder is. In the event of a "tie bid", the auctioneer may re-open the bidding to break the tie. The auctioneer's decisions are final. BIDDING IN THIS AUCTION CONSTITUTES A LEGALLY BINDING OFFER TO PURCHASE THE REAL PROPERTY DESCRIBED IN THE ATTACHED CONTRACT FOR SALE AND PURCHASE.

CONTRACT FOR SALE AND PURCHASE: Upon being declared the high bidder at the auction, the high bidder shall immediately execute the CONTRACT FOR SALE AND PURCHASE along with any included addendums; a copy of which is attached to these Terms & Conditions in the Bidder Information Packet. The high bidder's information as it appears on the AUCTION REGISTRATION AGREEMENT shall be entered onto the CONTRACT FOR SALE AND PURCHASE as "Buyer". The PURCHASE PRICE shall be the total of the high bid plus the buyer's premium. WHEN ENTERING INFORMATION ON THE CONTRACT FOR SALE AND PURCHASE, UNDER NO CIRCUMSTANCES SHALL A BIDDER SUBSTITUTE THE NAME(S) OR CONTACT INFORMATION OF A DIFFERENT BUYER FOR THE NAME(S) OR CONTACT INFORMATION LISTED ON THE AUCTION REGISTRATION AGREEMENT. No changes shall be made to the CONTRACT FOR SALE AND PURCHASE as presented herein.

BACK-UP CONTRACT: Upon being declared the second highest bidder at the auction, the second highest bidder will be asked to execute the CONTRACT FOR SALE AND PURCHASE along with any included addendums, a copy of which is attached to these Terms & Conditions in the Bidder Information Packet, and a BACK-UP CONTRACT ADDENDUM. The second highest bidder's information as it appears on the AUCTION REGISTRATION AGREEMENT shall be entered onto the back-up CONTRACT FOR SALE AND PURCHASE as "Buyer". The PURCHASE PRICE shall be the total of the second highest bid plus the buyer's

premium. UNDER NO CIRCUMSTANCES SHALL A BIDDER SUBSTITUTE THE NAME(S) OR CONTACT INFORMATION OF A DIFFERENT BUYER FOR THE NAME(S) OR CONTACT INFORMATION ON THE AUCTION REGISTRATION AGREEMENT WHEN ENTERING INFORMATION ON THE BACK-UP CONTRACT FOR SALE AND PURCHASE. No changes shall be made to the back-up CONTRACT FOR SALE AND PURCHASE as presented herein, except that on line 29 in section 2(a) the (ii) box shall be checked and it shall be indicated that the initial deposit is to be made within 2 days after the Effective Date, and on line 650 in section 19 box W "Back-up Contract" shall be checked. The BID DEPOSIT will be held. If the SELLER terminates the prior executed contract and delivers notice to the back-up buyer by the date and time indicated on the BACK-UP CONTRACT ADDENDUM, the back-up contingency will be removed and the back-up contract will move into first position. The Effective Date of the back-up contract if moved to first position will be the date SELLER delivers written notice of the termination of the prior executed contract. At this point, the back-up buyer's BID DEPOSIT will be delivered to the ESCROW AGENT, and the back-up Buyer will have 2 days to make the remainder of their BINDER DEPOSIT equal to 10% of the PURCHASE PRICE.

AUCTION ADDENDUM: An AUCTION ADDENDUM shall be executed along with the CONTRACT FOR SALE AND PURCHASE. The AUCTION ADDENDUM outlines the Buyer's Premium, that the Buyer will pay cash for the PROPERTY with no financing contingency, who is expected to pay certain fees and expenses, and stipulates that "The inspection, repair, and walkthrough provisions of the Contract are deleted. Buyer agrees to accept the Property in "as-is" condition.", along with other material stipulations. This addendum amends the CONTRACT FOR SALE AND PURCHASE, and is material to this auction. THERE ARE NO CONTINGENCIES.

INSPECTIONS: BUYERS should have all tests, inspections, and appraisals completed prior to the auction. By bidding in this auction, BUYER affirms that they have had an opportunity to inspect the PROPERTY and declare that they have performed all the inspections or tests they require, and have made all inquiries and research that they deem necessary. THE PROPERTY IS SOLD WITH NO CONTINGENCY FOR INSPECTIONS. THE INSPECTION, REPAIR, AND WALKTHROUGH PROVISIONS OF THE CONTRACT, IF ANY, ARE DELETED.

CLOSING: Closing shall occur on or before the date indicated above as CLOSING DATE. In addition to the balance to close, BUYER shall also pay all indicated closing costs. DO NOT BID IF YOU DO NOT HAVE THE FUNDS TO CLOSE, INCLUDING THE BUYER'S PREMIUM AND CLOSING COSTS.

CLOSING COSTS: BUYER shall pay closing costs, including but not limited to: Taxes on Deed, Recording Fees, Title Evidence, Estoppel Fee(s), Taxes and recoding fees on notes and mortgages, Recording fees on the deed and financing statements, Loan expenses, Lender's title policy, Inspections, Survey, Insurance, etc. SELLER agrees to pay \$500.00 to help offset BUYER'S closing costs. BUYER IS RESPONSIBLE FOR AND SHALL PAY ALL CLOSING COSTS.

NO WARRANTY: THE PROPERTY IS SOLD AS-IS WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Any information provided by AARON JOSEPH including but not limited to the PROPERTY Information Packet, which is a summary of information available, is provided solely for the convenience of the BIDDER. Such information is deemed reliable but is not guaranteed. UNDER NO CIRCUMSTANCES SHOULD THE INFORMATION CONTAINED HEREIN BE RELIED UPON BY ANY PERSON IN MAKING A DECISION OF PURCHASE. BUYER shall obtain their own information and rely solely on the information they have independently obtained and upon their own inspection of the PROPERTY. The SELLER, AARON JOSEPH, or anyone associated with this Auction make no promises or representations regarding the

PROPERTY. BUYER agrees to indemnify and save harmless AARON JOSEPH and/or its agents and employees, or anyone associated with this Auction against any claims, actions, causes of action, demands, rights, damages, losses, decrees, judgments or costs, including legal fees, that may result or occur as a result of this Auction or due to the condition of the PROPERTY.

DESCRIPTIONS AND PHOTOGRAPHS: Descriptions or photographs of the PROPERTY are not to be used in lieu of a personal inspection. Any statement written or verbal, in any location, stated before, during or after the auction, or written or stated elsewhere, as to any feature, attribute, physical condition, history measurement, size, zoning, use, or anything else regarding the PROPERTY are merely opinion and not representations or warranties. No employee, agent, or auctioneer of AARON JOSEPH is authorized to make any representation or warranty on behalf of AARON JOSEPH or on behalf of the SELLER regarding the PROPERTY.

LANGUAGE: The language spoken at AARON JOSEPH is American English. In many cases however, we do try to accommodate the spoken language(s) of our bidders. Although AARON JOSEPH may in certain cases have an employee or employees who speak other languages, AARON JOSEPH is not responsible for errors or damages caused by language, including misinterpretations, or incorrect pronunciation. By registering to bid and bidding at our auctions, you attest that you assume full responsibility for all communication, and will secure the services of an interpreter if necessary.

NO REFUNDS: Once a high bidder is declared, the high bidder's BID DEPOSIT and all additional funds required in the BINDER DEPOSIT become NON-REFUNDABLE.

RESERVE: PROPERTY is subject to a reserve or minimum bid, unless otherwise stipulated. The reserve is the lowest amount the seller is willing to accept for the PROPERTY. AARON JOSEPH personnel or the auctioneer may bid on behalf of the seller up to the reserve. If an auction estimate is given, the reserve will never be higher than the low auction estimate.

ONLINE BIDDING: All online bidding will occur on our bidding platform, powered by HiBid. The registration process is two-fold. First you must register for a HiBid user name and password. Once you have a HiBid username and password, you can register for the auction. You only have to create a HiBid username and password once. However, you must register for each auction separately. Once the registration process is complete, you may then bid online at the auction for which you have registered. You must register for each auction in which you would like to bid, which includes accepting and following these TERMS & CONDITIONS and submitting your BID DEPOSIT. Please allow ample time for the processing of your registration, and BID DEPOSIT. Last minute registrations are discouraged and are not guaranteed. AARON JOSEPH assumes no liability for damages incurred by the failure or disruption of online services.

PRESALE OFFERS AND REMOVAL OF PROPERTY FROM SALE: SELLER reserves the right to execute a CONTRACT FOR SALE AND PURCHASE based upon an acceptable presale offer, and thereby remove the PROPERTY from auction.

AUCTION ESTIMATES: Any Auction Estimate is only an approximation of what AARON JOSEPH believes the PROPERTY could bring at Auction based on its experience and sales data for similar properties. Auction Estimates are NOT Appraisals, and are not to be used as the value of the PROPERTY. Auction estimates are subject to revision.

LIMITATION OF LIABILITY: The Bidder agrees to hold AARON JOSEPH, its employees and associates, and the Principal Auctioneer and/or any Auctioneer receiving bids, harmless for errors & omissions. Further, the Bidder agrees to hold AARON JOSEPH, its employees and associates, and the Principal Auctioneer and/or any Auctioneer receiving bids harmless, as agents of the seller, for issues arising from the transfer of title of goods purchased. PROPERTY IS SOLD "AS-IS". AARON JOSEPH NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROPERTY. THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AARON JOSEPH, ITS EMPLOYEES, AGENTS, AND/OR AUCTIONEERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL, OR CONSEQUENTIAL DAMAGE.

SELLERS: Sellers are NOT permitted to bid on their own PROPERTY, nor are they permitted to have an employee or agent bid on their behalf, except that AARON JOSEPH is permitted to bid on behalf of the SELLER up to the amount of a reserve.

EMPLOYEES & ASSOCIATES: Employees and associates of AARON JOSEPH are permitted to purchase the PROPERTY at competitive bidding under the same terms, rules and regulations as the general public.

COOPERATING BROKERS: Cooperating brokers not representing themselves shall be compensated as outlined in the Multiple Listing Service (MLS) upon the successful closing of the PROPERTY for securing a buyer. Cooperating Brokers or their Agent must submit the BROKER REGISTRATION FORM, be approved by AARON JOSEPH, and abide by the terms therein. The Cooperating Broker or their agent must register the bidder, show the property, and attend the auction with the bidder. COOPERATING BROKER OR THEIR AGENT MUST NOT BE A PRINCIPLE IN THE TRANSACTION. COMMISSION IS EARNED IF THROUGH THE SOLE EFFORT OF COOPERATING BROKER OR THEIR AGENT A BUYER IS BROUGHT TO THE AUCTION AS COOPERATING BROKER'S CLIENT, AND SUCH CLIENT COMPLIES WITH ALL TERMS AND CONDITIONS OF THE AUCTION, IS THE SUCCESSFUL HIGH BIDDER, AND CLOSES ON THE PROPERTY.

AGENCY: AARON JOSEPH acts as agent for the SELLER in this transaction, and as such has NO BROKERAGE RELATIONSHIP WITH THE BIDDER/BUYER. As a real estate licensee AARON JOSEPH, its agents and associates owe you the following duties: Dealing honestly and fairly, disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer, and accounting for all funds entrusted to the licensee.

RECORDING: An audio recording, video recording, photographs or any combination of these may be made at this auction. This recording may include statements made by and images of the auctioneer, auction staff, bidders, and anyone else in attendance at the auction. Such recordings or images may be used to verify bids or statements, and may be used in marketing materials.

ARBITRATION: In the event that a dispute arises from an Auction under these TERMS & CONDITIONS, the Bidder agrees to resolve the dispute through Binding Arbitration, whereby the prevailing party is entitled to reimbursement of their legal fees by the opposing party.

VENUE: The bidder agrees that the contract created by any sale under these TERMS & CONDITIONS is made and performed in the JURISDICTION stipulated above. Any dispute arising from this Auction will be resolved in, and under the laws of that JURISDICTION.

SEVERABILITY: AARON JOSEPH and the Bidder agree that if any portion of these TERMS & CONDITIONS is deemed unenforceable or invalid, the remainder of the TERMS & CONDITIONS shall remain enforceable and valid.

FORCE MAJURE: This auction may be delayed, postponed or cancelled due to any act of God, act of nature, including any epidemic, or outbreak of pandemic disease, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy, or other supplies, labor disputes of whatever nature or whatever reason beyond the control of AARON JOSEPH

ENTIRE CONTRACT: This Agreement and any documents and instruments that may be referred to herein constitute the entire contract between the parties to this Agreement and supersede all other understandings, written or oral, with respect to the subject matter of this Agreement.

Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** _____ John A. Trout and Alvaro J. Sanchez _____ ("Seller")
 2* and _____ ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: _____ 0 (TBD) Jefferson RD, Tallahassee, FL 32317
 6* Legal Description: See EXHIBIT "A"
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC 6 /TWP /1N/RNG 3E of Leon County, Florida. Real Property ID No.: 1306204360000
 12* including all improvements existing on the Property and the following additional property: -None-
 13 _____
- 14* **2. Purchase Price:** (U.S. currency) \$ _____
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: _____
 17* Escrow Agent's Contact Person: _____
 18* Escrow Agent's Address: _____
 19* Escrow Agent's Phone: _____
 20* Escrow Agent's Email: _____
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date \$ 2,500.00
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
 26* within 2 days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28* **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage)
 29* **(d) Other:** \$ _____
- 30 **(e) Balance to close** (not including **Buyer's** closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ _____
- 32* **(f)** (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
 36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
 39* delivered to all parties on or before _____, this offer will be withdrawn and **Buyer's** deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter-offer.**
- 43* **4. Closing Date:** This transaction will close on June 28, 2021 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
 48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
 50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

53 ("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* **(a)** **Buyer** will pay cash for the Property with no financing contingency.

57* **(b)** This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62* Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63* returned.

64* **(1)** **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at **(Check one)** a fixed rate not exceeding _____% an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68* informed of the loan application status and progress and authorizes the lender or mortgage broker to
69* disclose all such information to **Seller** and Broker.

70* **(2)** **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:
72*

73 _____
74 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
75 forms generally accepted in the county where the Property is located; will provide for a late payment fee
76 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
77 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
78 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
79 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
80 to obtain credit, employment, and other necessary information to determine creditworthiness for the
81 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
82 will make the loan.

82* **(3)** **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
83*

84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93* **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94* Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) _____, free of liens, easements,
97* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____,
100* provided there exists at closing no violation of the foregoing.

101* **(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102* for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103* fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104* **(Check one)** **Seller's** **Buyer's** expense and

105* **(Check one)** within _____ days after Effective Date at least _____ days before Closing Date,

106* **(Check one)**

107* **(1)** a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165 * (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
166 including being satisfied that either public sewerage and water are available to the Property or the
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This
170 Contract is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183 Department of Environmental Protection, including whether there are significant erosion conditions associated
184 with the shore line of the Property being purchased.
- 185 * Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191 costs indicated below.

- 192 (a) **Seller Costs:**
193 Taxes on deed
194 Recording fees for documents needed to cure title
195 Title evidence (if applicable under Paragraph 8)
196 Estoppel Fee(s)
197 * Other: _____
- 198 (b) **Buyer Costs:**
199 Taxes and recording fees on notes and mortgages
200 Recording fees on the deed and financing statements
201 Loan expenses
202 Title evidence (if applicable under Paragraph 8)
203 Lender's title policy at the simultaneous issue rate
204 Inspections
205 Survey
206 Insurance
207 * Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216 * installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.
228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and
245 receive all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to**
303 **rely solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or
309 failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not
310 limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and
311 remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the
312 scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral,
313 recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses
314 incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their
315 respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this
316 Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

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

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327 * Joseph F. Kikta BK3255822

328 **Seller's** Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329 * jfkikta@aaronjosephrealestate.com
330 **Seller's** Sales Associate Email Address
331
332 * 850-778-3003
333 **Seller's** Sales Associate Phone Number
334
335 * Aaron Joseph, LLC
336 **Listing Brokerage**
337
338 * 644-2 McDonnell DR Tallahassee, FL 32310
339 **Listing Brokerage Address**

Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable)**
342 * A. Back-up Contract
343 * B. Kick Out Clause
344 * C. Other Auction Addendum

345 * **23. Additional Terms:** Seller will pay up to \$500.00 towards closing costs
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

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

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.**

367 * **Buyer:** _____ **Date:** _____

368 * **Print name:** _____

369 * **Buyer:** _____ **Date:** _____

370 * **Print name:** _____

371 **Buyer's** address for purpose of notice:

372 * **Address:** _____

373 * **Phone:** _____ **Fax:** _____ **Email:** _____

374 * **Seller:** _____ **Date:** _____

375 * **Print name:** _____

376 * **Seller:** _____ **Date:** _____

377 * **Print name:** _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

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Auction Addendum to Purchase and Sale Contract

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between

 John A. Trout and Alvaro J. Sanchez _____ (**Seller**) and
 _____ (**Buyer**) concerning the Property located
 at _____ 0 (TBD) Jefferson RD, Tallahassee, FL 32317 _____.

1. **Buyer** shall pay 10 % off the high bid price (hereinafter "Buyer Premium"). The Buyer Premium is in addition to the final high bid price and will be paid to the Auctioneer. The contract price is the high bid price plus the Buyer Premium.

2. **Buyer** will pay cash for the Property with **no** financing contingency.

3. The parties will pay the following costs and fees:

Recording fees for the deed	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Satisfaction of mortgage and recording fees	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Documentary stamp taxes on the deed	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Owner's title policy	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Title search	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Tax search fee	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A

4. The inspection, repair and walkthrough provisions of the Contract are deleted. **Buyer** agrees to accept the Property in "as is" condition. Unless agreed otherwise by **Buyer** and **Seller**, **Buyer** may perform only a visual inspection of the Property prior to the auction. **Seller** shall not be liable to make any repairs. If **Seller** has a copy of a home inspection report on the Property, **Seller** shall furnish **Buyer** with such copy within five days after Effective Date. **Buyer** shall not have a right to cancel the Contract pursuant to the results of the home inspection. **Seller** shall maintain the Property in the same condition from Effective Date until Closing except for normal wear and tear.

This addendum amends the above-referenced Contract between Seller and Buyer. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE



Clear Choice Tax & Lien Service

**Remit to: 6574 N. State Rd. 7 #421
Coconut Creek, FL 33073**

Jason Talley
President

Telephone: 954-597-7141
Fax: 954-597-7253

Date: **5/3/2021**
Billed To: **MESSER CAPARELLO, P.A. (2045)**
Invoice: **1084368**

ATTN:	Ashley Holt		
Email:	aholt@lawfla.com		
File Number:	21-0054	Our Order Number:	2021-196309
Owner:	TROUT ,JOHN A. AND SANCHEZ,ALVARO J.		
Address:	VACANT LAND, TALLAHASSEE FL		
Folio:	1306204360000		

ORDER TYPE: Lien Search Only

COST BREAKDOWN FOR INVOICE 1084368:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Search Costs	\$85.00	\$85.00
TOTAL DUE THIS INVOICE:			\$85.00

SUMMARY OF INVOICES FOR THIS PROPERTY AS OF 5/3/2021

Invoice #	Invoice Date	Type	Total \$	Status	Paid/Applied	Unpaid Balance
1084368	5/3/2021	Lien	\$85.00	Open	\$0.00	\$85.00
Sub Total			\$85.00			
Total All Invoices:			\$85.00		Total Open Invoices:	\$85.00

The preceding is a summary of our findings for the unrecorded lien search at the above requested property. Please review all enclosed documents and forward any questions to our office. Properties annexed prior to 5 years will be searched at current municipality. Zoning letters and tangible tax searches are done upon request only. Fees may be due to resolve issues mentioned, and balances may not be correct on day of closing. All information obtained from the Municipalities is believed to be true and correct but not warranted.

Please contact our office should the closing date change.

Contract Closing: 5/7/2021

DATE: 5/3/2021
INVOICE: 1084368

CLIENT ID: 45-2045 - MESSER CAPARELLO, P.A.
ATTN: Ashley Holt
FILE#: 21-0054

PROPERTY INFORMATION

Address Given: VACANT LAND
Folio: 1306204360000
City/County: Uninc. Leon / LEON FL
Owner(s): TROUT ,JOHN A. AND SANCHEZ,ALVARO J.
Buyer(s): TBD

Lien Search Only

<input type="checkbox"/> PROPERTY TAXES OWED Real Estate Taxes: None due at this time. Contact: LEON COUNTY TAX COLLECTOR	<input type="checkbox"/> MUNICIPAL LIENS/ASSESSMENTS None found at this time
<input type="checkbox"/> UTILITY DEPARTMENT BALANCES Vacant land.	<input type="checkbox"/> CODE ENFORCEMENT VIOLATIONS/LIENS None found at this time
	<input type="checkbox"/> PERMIT ISSUES None found at this time

ADDITIONAL COMMENTS:

This is a commercial property and may owe personal property taxes. Vacant land per Leon County Property Appraiser's office.



TAX & LIEN SERVICE

CONTACT INFORMATION FOR INVOICE 1084368

LEON COUNTY TAX COLLECTOR

PO BOX 1835
TALLAHASSEE, FL 32302
850-606-4700

LEON COUNTY CODE ENFORCEMENT

3401 W TARPE
TALLAHASSEE, FL 32303
850-606-1300

**LEON COUNTY GROWTH MGMT RECORDS/ PERMIT
DEPARTMENT**

435 N MACOMB ST
TALLAHASSEE, FL 32301
850-606-1300

This report includes the results of an examination of records made public by the county/city authorities at the above requested property. This report is specific to pending and/or unrecorded liens for the subject property only and does not constitute a title search. Properties annexed prior to 5 years will be searched at the current municipality. Zoning letters and tangible tax searches are done upon request only. We are not responsible for errors or omissions made by the city/county and all information obtained from the city/county is believed to be true and correct but not warranted. Please review all enclosed documents and forward any questions to our office.



Tax

TAXES

LEON COUNTY TAX COLLECTOR PO Box 1835 Tallahassee FL 32302
850-606-4700

ADDRESSING INFORMATION

LEON COUNTY ADDRESSING FL
850-606-1370

Tax Roll Property Summary

Property Summary							Please click here for this page's Instructions
Account Number		1306204360000		Type	REAL ESTATE		Request E-Bill
Address		0 JEFFERSON RD TAL		Status			
Sec/Twn/Rng		Subdivision					
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	
1994	R	1994 1306204360000	PAID	03/1995	147.91	Tax Bill	
1995	R	1995 1306204360000	CER SOLD	05/1996		Tax Bill	
1995	CER	1996-00000891-00	REDEEMED	12/1996	162.29	Certificate	
1996	R	1996 1306204360000	PAID	11/1996	135.17	Tax Bill	
1997	R	1997 1306204360000	PAID	12/1997	121.06	Tax Bill	
1998	R	1998 1306204360000	PAID	12/1998	129.40	Tax Bill	
1999	R	1999 1306204360000	PAID	11/1999	126.61	Tax Bill	
2000	R	2000 1306204360000	PAID	11/2000	126.62	Tax Bill	
2001	R	2001 1306204360000	CER SOLD	05/2002		Tax Bill	
2001	CER	2002-00000897-00	REDEEMED	01/2003	143.49	Certificate	
2002	R	2002 1306204360000	PAID	11/2002	89.09	Tax Bill	
2003	R	2003 1306204360000	PAID	11/2003	65.29	Tax Bill	
2004	R	2004 1306204360000	PAID	11/2004	45.90	Tax Bill	
2005	R	2005 1306204360000	PAID	11/2005	37.85	Tax Bill	
2006	R	2006 1306204360000	PAID	11/2006	33.85	Tax Bill	
2007	R	2007 1306204360000	PAID	11/2007	33.21	Tax Bill	
2008	R	2008 1306204360000	PAID	11/2008	35.87	Tax Bill	
2009	R	2009 1306204360000	PAID	11/2009	42.85	Tax Bill	
2010	R	2010 1306204360000	PAID	11/2010	47.80	Tax Bill	
2011	R	2011 1306204360000	PAID	06/2012	40.14	Tax Bill	
2012	R	2012 1306204360000	PAID	02/2013	47.47	Tax Bill	
2013	R	2013 1306204360000	PAID	03/2014	55.62	Tax Bill	
2014	R	2014 1306204360000	PAID	03/2015	61.44	Tax Bill	
2015	R	2015 1306204360000	CER SOLD	06/2016		Tax Bill	
2015	CER	2016-00000811-00	REDEEMED	10/2016	112.14	Certificate	
2016	R	2016 1306204360000	PAID	11/2016	68.90	Tax Bill	
2017	R	2017 1306204360000	PAID	04/2018	79.09	Tax Bill	
2018	R	2018 1306204360000	PAID	03/2019	79.32	Tax Bill	
2019	R	2019 1306204360000	PAID	11/2019	74.63	Tax Bill	
2020	R	2020 1306204360000	PAID	11/2020	68.93	Tax Bill	
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	

CURRENT ACCOUNT DETAILS

Account Number	2020	1306204360000	Tax Bill
-----------------------	------	---------------	--------------------------

Property Description	Owner Information
6 1N 3E 20.68 A IN S 1/2 OR 1086/858 1354/2191 OR 1356/1867	TROUT JOHN A SANCHEZ ALVARO J 2055 NE 140TH ST MIAMI,FL 33181

Current Values and Exemptions		Taxes and Fees Levied	
ASSESSMENT	4,849	TAXES	71.80
TAXABLE	4,849	TOTAL	71.80

IF PAID BY	NOV 1-DEC 2	DEC 3-JAN 5	JAN 6-FEB 1	FEB 2-MAR 1	MAR 2-MAR 31
PLEASE PAY	68.93	69.65	70.36	71.08	71.80

Post Date	Receipt #	Pmt Type	Status	Disc	Interest	Total
11/09/2020	995 2020 0002099.0001	Full	Pmt Posted	\$2.87-	\$.00	\$68.93

Links of Interest

[TALLAHASSEE - LEON GIS MAPPING](#)

[LINK TO PROPERTY APPRAISER](#)

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER:	1306204360000	2020				TAX DISTRICT:	0002
ASSESSED VALUE:	4,849		EXEMPTIONS:	* NONE *		TAXABLE VALUE:	4,849
TAXING AUTHORITY		MILLAGE RATE	EXEMPTIONS	TAXABLE VALUE	TAXES		
COUNTY	COUNTY GENERAL FUND		8.3144	4,849	0	4,849	40.32
	LEON COUNTY HEALTH MSTU		.0000	4,849	0	4,849	0.00
	EMERGENCY MEDICAL SERVICE		.5000	4,849	0	4,849	2.42
SCHOOL	SCHOOL- LOCAL REQUIREMENT		3.7150	4,849	0	4,849	18.01
	SCHOOL BOND		.0000	4,849	0	4,849	0.00
	SCHOOL CAPITAL OUTLAY		1.5000	4,849	0	4,849	7.27
	SCHOOL DISCRETIONARY		.7480	4,849	0	4,849	3.63
NWFWM	NW FLORIDA WATER MANAGEMT		.0311	4,849	0	4,849	0.15
EXEMPTION:AG PROP							
			14.80850				71.80

Header2

LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
		NON AD VALOREM ASSESSMENTS:	0.00
		COMBINED TAXES & ASSESSMENTS TOTAL:	71.80

PROPERTY:
ADDR:0 JEFFERSON RD TAL

IF PAID BY	NOV 1-DEC 2	DEC 3-JAN 5	JAN 6-FEB 1	FEB 2-MAR 1	MAR 2-MAR 31
PLEASE PAY	68.93	69.65	70.36	71.08	71.80

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

IF PAID BY	NOV 1-DEC 2	DEC 3-JAN 5	JAN 6-FEB 1	FEB 2-MAR 1	MAR 2-MAR 31
PLEASE PAY	68.93	69.65	70.36	71.08	71.80

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
AG PROP		0002		

VALUES AND EXEMPTIONS	TAXES	71.80	HONORABLE DORIS MALOY
ASSESSMENT	4,849	TOTAL	71.80
TAXABLE	4,849		

1306204360000 2020
TROUT JOHN A
SANCHEZ ALVARO J
2055 NE 140TH ST
MIAMI,FL 33181

HONORABLE DORIS MALOY
P.O. Box 1835
Tallahassee,FL 32302-1835
6 1N 3E 20.68 A IN S 1/2 OR
1086/858 1354/2191 OR 1356/1867

*** PAID *** PAID *** PAID ***
11/09/20 PERIOD 01
995-2020-0002099.0001
\$68.93 CC



Code

CODE

LEON COUNTY CODE ENFORCEMENT 3401 W Tarpe Tallahassee FL 32303

850-606-1300



Leon County Code Enforcement CODE INFORMATION

Date: 4/23/2021

An online code search was conducted with the Leon County Code Enforcement on the following address/folio and no violations were found:

Address: VACANT LAND

Folio: 1306204360000

For more information please contact the Leon County Code Enforcement at:

3401 W TARPE
TALLAHASSEE, FL 32303
850-606-1300

Commercial Property Disclaimer: Please note there could be possible issues under additional addresses with the same folio. Check the invoice summary page for any issues against additional addresses found. If you would like for us to include this information please let us know in writing. Additional fees may apply.



Permit

PERMITS (CNTY)

LEON COUNTY GROWTH MGMT RECORDS/ PERMIT DEPARTMENT 435 N

Macomb St Tallahassee FL 32301

850-606-1300



Leon County Growth Mgmt Records/ Permit Department

PERMITS INFORMATION

Date: 4/23/2021

An online permits search was conducted with the Leon County Growth Mgmt Records/ Permit Department on the following address/folio and no opened or expired permits were found:

Address: VACANT LAND

Folio: 1306204360000

For more information please contact the Leon County Growth Mgmt Records/ Permit Department at:

435 N MACOMB ST
TALLAHASSEE, FL 32301
850-606-1300

Commercial Property Disclaimer: Please note there could be possible issues under additional addresses with the same folio. Check the invoice summary page for any issues against additional addresses found. If you would like for us to include this information please let us know in writing. Additional fees may apply.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return) Leon County Tax Collector		
Print or type See Specific Instructions on page 2.	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶		<input checked="" type="checkbox"/> Exempt payee
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Governmental		Requester's name and address (optional)
	Address (number, street, and apt. or suite no.) P.O. Box 1835		
	City, state, and ZIP code Tallahassee, FL 32302		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
59 6000714

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Bridget Kittell</i>	Date ▶ <i>11-12-10</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MEMO

Please be advised that in regards to Vacant Property Registration for properties in the unincorporated areas of Leon County, Florida, the following is true:

- Leon County adopted an Abandoned Property Registration Program on July 12, 2013.
- The Ordinance requires that property that is subject to a foreclosure proceeding be registered, and also requires that the mortgagee appoint a local representative. Should a property become abandoned, the local representative must secure and maintain the property, and post a sign at the property to include the name and contact information for the local representative.
- The Board of County Commissioners has designated the Leon County Code Compliance Program to administer this Ordinance to include the processing of registrations, maintaining the data, and enforcement of violations.
- If a property is vacant but is not undergoing foreclosure procedures, registration is not required. A Lis pendens must have been filed or foreclosure proceedings must have been initiated by the mortgagee.
- The initial registration is required to take place within ten (10) days after the property becomes distressed. Registration is good for one (1) year, if the property remains subject to a foreclosure action. After a year, the property must be re-registered.
- The cost for registration is \$150 for each property.
- Violations of the Abandoned Property Registration Program will be handled in the same manner as all other ordinance violations enforced by Leon County Code Compliance Program. The mortgagee will be cited and provided an opportunity to complete the registration process. Continued noncompliance may result in forwarding the case to a hearing before the Code Enforcement Board where fines may be assessed against all properties owned by the violator in an amount not to exceed \$1,000 per day for each day the violation continues.

If the subject property you are requesting to be searched is undergoing foreclosure proceedings please contact us immediately so that we may recover any fines or fees associated and verify registration. Any property not in foreclosure is not required to be registered.

Thank you,

Lien Research Team



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-5327345

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Messer Caparello, P.A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-5327345

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Messer Caparello, P.A.

Issuing Office's ALTA® Registry ID:

Commitment Number:

Property Address: , TALLAHASSEE, FL 32317

Issuing Office:

Loan ID Number:

Issuing Office File Number: 21-0054

Revision Number:

SCHEDULE A

1. Commitment Date: April 18, 2021 @ 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: A Natural Person or Legal Entity to Be Determined
Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$ 0.00
 - (c) ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in: John A. Trout and Alvaro J. Sanchez, a married couple
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Messer Caparello, P.A.

By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-5327345

Issuing Office File Number: 21-0054

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from John A. Trout and Alvaro J. Sanchez, a married couple to A Natural Person or Legal Entity to Be Determined conveying the land described under Schedule "A".
5. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
6. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.
7. Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is \$71.80 for Tax Identification No. 1306204360000.
8. The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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NOTE: The following conveyance(s) have been recorded within the last 24 months:

NONE

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-5327345

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are

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contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Riparian and/or littoral rights are not insured.
10. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.
11. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
12. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
13. No coverage is provided as to the amount of acreage or square footage of the land.

Note: All of the recording information contained herein refers to the Public Records of Leon County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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Form 5030012 (5-16-17)	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

First American Title Insurance Company
101 Hart St
Niceville, FL 32578
Phn - (850)729-7100
Fax - (850)729-3606

04/26/2021

Re: File #1054-5327345
Property Address: , TALLAHASSEE, FL 32317

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 1054-5327345

Issuing Office File Number: 21-0054

The land referred to herein below is situated in the County of Leon, State of Florida, and described as follows:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST, LEON COUNTY, STATE OF FLORIDA, A POINT OF BEGINNING AND RUN EAST 1312.04 FEET TO THE WEST BOUNDARY OF THE JEFFERSON ROAD, THENCE RUN SOUTH 660 FEET ALONG THE WEST BOUNDARY OF SAID ROAD TO A POINT, THENCE RUN WEST 1312.04 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, THENCE RUN NORTH 660 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A"

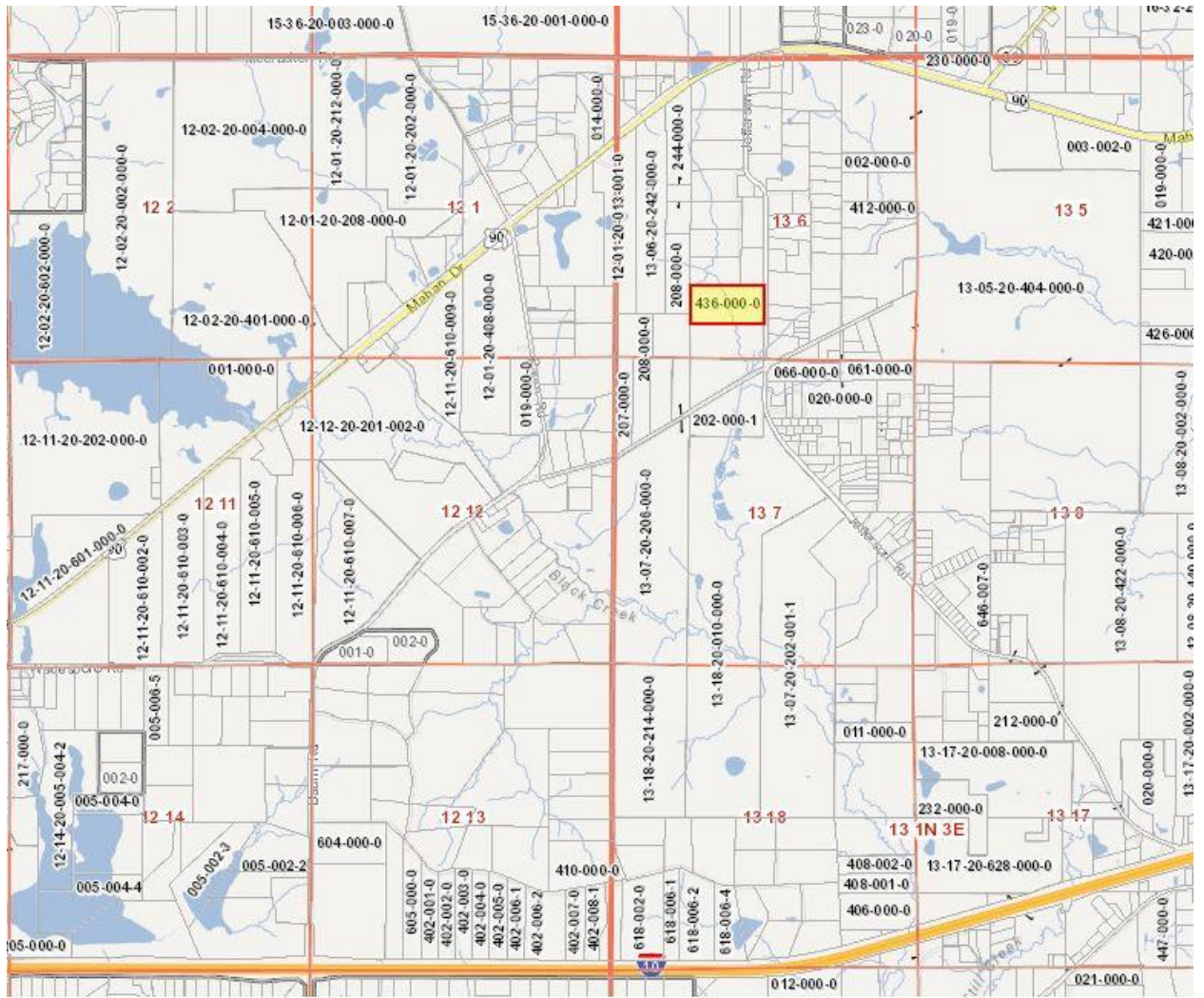
The land referred to herein below is situated in the County of Leon, State of Florida, and is described as follows:

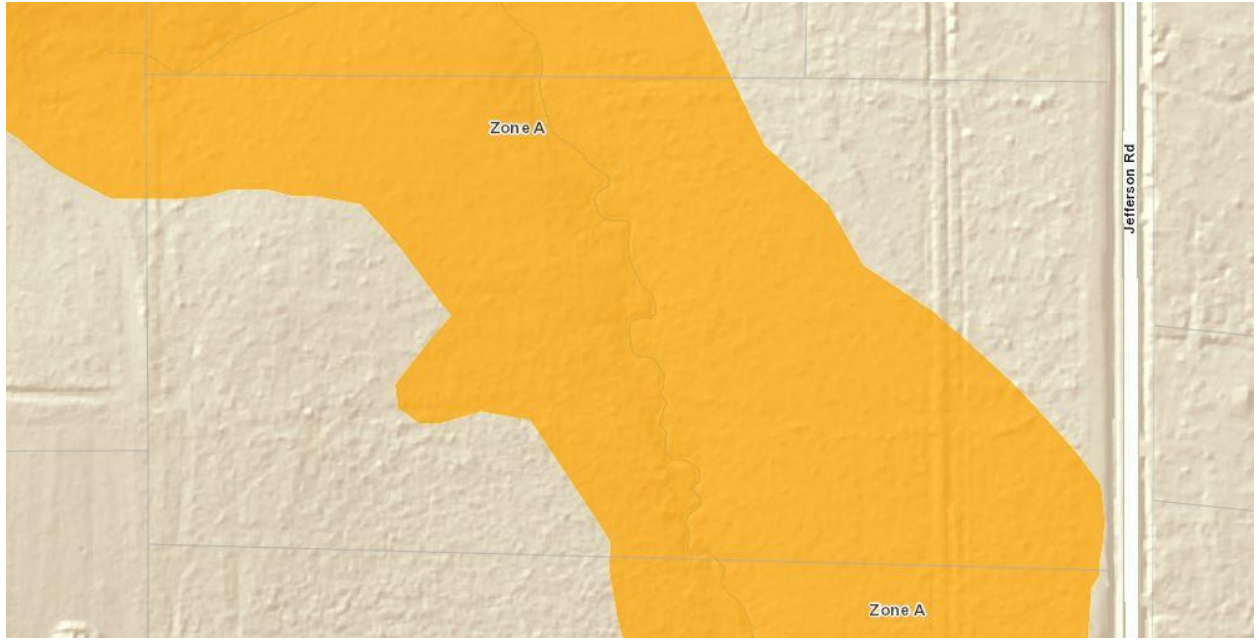
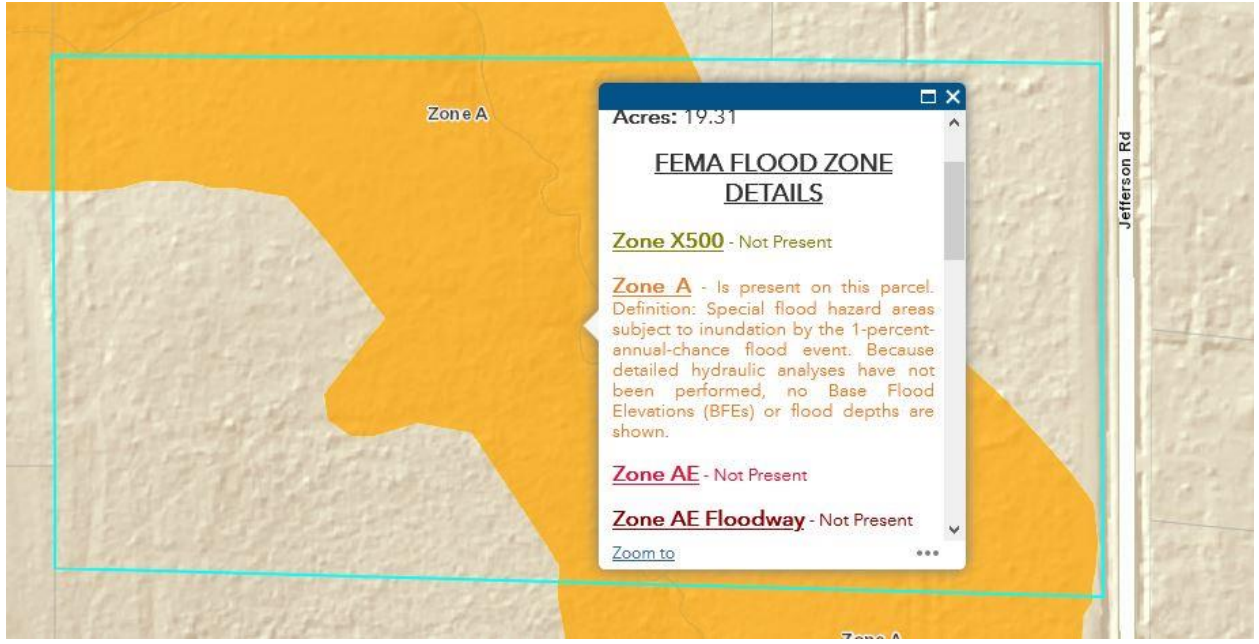
BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST, LEON COUNTY, STATE OF FLORIDA, A POINT OF BEGINNING AND RUN EAST 1312.04 FEET TO THE WEST BOUNDARY OF THE JEFFERSON ROAD, THENCE RUN SOUTH 660 FEET ALONG THE WEST BOUNDARY OF SAID ROAD TO A POINT, THENCE RUN WEST 1312.04 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, THENCE RUN NORTH 660 FEET TO THE POINT OF BEGINNING, CONTAINING 20.68 ACRES, MORE OR LESS.

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT





Vacant Land Disclosure Statement

NAME: John A. Trout and Alvaro J. Sanchez

DATE SELLER PURCHASED PROPERTY: _____

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 0 (TBD) Jefferson RD, Tallahassee, FL 32317

LEGAL DESCRIPTION: See EXHIBIT "A"

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO YES If yes, explain: _____

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO YES If yes, explain: _____

c. Are you aware of any eminent domain proceedings involving the property? NO YES If yes, explain: _____

2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO YES

b. of any resale restrictions? NO YES

c. of any restrictions on leasing the property? NO YES

d. of any right of first refusal to purchase the property? NO YES

e. If any answer to questions 2a-2d is yes, please explain:

3. SURVEY

a. Has the land been surveyed? NO YES If yes, which person or company performed the survey: There are Survey Markers on the Property but I am unaware of when or who surveyed it

b. Has this land been platted? NO YES If yes, has a certificate of survey been completed? NO YES

c. Are you aware of any encroachments or boundary line disputes? NO YES Unknown

d. Are you aware of any easements other than utility/drainage easements? NO YES

e. Are you aware if the property is in an earthquake zone? NO YES

f. Are you aware if the property contains wetlands area? NO YES

Seller [Signature] [Signature] and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO YES If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO YES If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO YES

e. of any electromagnetic fields located on the property? NO YES

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO YES

b. if the property has been flooded? NO YES

c. if there has been drainage problems affecting the property or adjacent properties? NO YES

If any answer to questions 5a-5c is yes, please explain: See flood zone map.

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO YES

b. Are you aware of any fill or uncompacted soils? NO YES

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES

d. Are you aware of any dead or diseased trees on the property? NO YES

If any answer to questions 6a-6d is yes, please explain: _____

Seller ([Signature]) ([Signature]) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

7. UTILITIES

- a. What type of irrigation does the property have? None
- b. Have percolation tests been performed? NO YES yes, when and by which person or company: _____
- c. Does the property have connection to the following: public water? NO YES public sewer? NO YES
private water system off the property? NO YES water well? NO YES septic tank? NO YES
electric utility? NO YES natural gas service? NO YES
- d. Does the boundary of the property have connection to the following: public water system access? NO YES
private water system access? NO YES electric service access? NO YES natural gas access? NO YES
telephone system access? NO YES
- e. Have any utility charges been paid? NO YES If yes, which charges were paid?: _____

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: [Signature] / John A Trout Date: 3/31/21
(signature) (print)

Seller: [Signature] / ALVARO SANCHEZ Date: 3-31-21
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

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

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

Seller ([Signature]) ([Signature]) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

FLORIDA FOREST SERVICE
TALLAHASSEE FORESTRY CENTER
(850) 488-1871
(850) 922-2107 FAX



865 GEDDIE ROAD
TALLAHASSEE, FLORIDA 32304

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

Forest Management Plan

Trout Property

20.6 acres

**2055 NE 140TH ST
MIAMI FL 33181**

**Prepared By:
David Poletti
Florida Forest Service**

03/15/2017

Forest Management Plan

The Trout property is located on the east side of Jefferson Road in Leon County. The property is 20.6 acres containing merchantable hardwoods. It appears all pine trees have been previously harvested from the property roughly 3 years ago. Most the forest is currently made up of Laurel oak, water oak, sweetgum, hickory and maple.

Parcel: 1306204360000

Recommendations

It is recommended to keep firelines established and freshened up. Firelines are a major management tool to be used on this property to create firebreaks around the perimeter, with a line running through the center.

During years of drought and impending wildfires, firebreak creation and maintenance should be one of the top priorities of the landowner. Most of the fire lines are in place and should be harrowed annually to help facilitate growth of native herbaceous vegetation.

Fire lines can serve many purposes if properly maintained. They will (1) provide protection to the timber, (2) provide access to the property from the perimeter, (3) will help control prescribed burnings, and (4) will also provide transitional zones that are important to wildlife species. The edges of fire lines can provide excellent nesting and foraging habitat and will also provide travel corridors for wildlife. Fire lines should follow the natural contour of the land to the fullest extent possible.

If landowner has no equipment to establish firelines you can contact the Florida Forest Service (FFS) office in Tallahassee to arrange to have fire lines established around the perimeter of your property. You must ask for the "new line plow" to be used, and followed up with the "re-work harrow." To do this call the Tallahassee Forestry Station office at 850-681-5950, and ask to speak to one of the rangers.

You should exclude fire from the property. Prescribed burning would only damage the hardwood trees and if the drainage areas would catch on fire possibly cause smoke issues. Treatment of all invasive/ exotic plant species should be treated with herbicide throughout the property. When you think it might be time to harvest the hardwoods, contact the Jefferson County forester's office or use the services of a consulting forester. Please feel free to call me any time if you have any questions at contact the Monticello office at 850-342-0238.

All practices should be carried out during dry times and preformed by experienced professionals. If landowner wishes to ever harvest the trees, a list of local timber buyers will be provided with this plan.

Please feel free to call me any time if you have any questions contact the Monticello office at 850-342-0238. David Poletti – FFS