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SCHMITT  
REAL ESTATE CO.

**EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT**  
**SALE OF UNIMPROVED LAND**

This Exclusive Right of Sale of Unimproved Land Listing Agreement is made this date of

\_\_\_\_\_, by and between **COLDWELL BANKER SCHMITT REAL ESTATE CO.**,

hereinafter referred to as (“Broker”) and,

**NAME:** \_\_\_\_\_  
Owner(s)/Seller(s) hereinafter referred to as (“Seller”)

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**I**

**EMPLOYMENT OF BROKER AS EXCLUSIVE AGENT**

For and in consideration of the services, authorized by Seller as stated in Section IV of this Agreement, to be performed by Broker, Seller hereby employ(s) Broker to serve as Seller’s exclusive and sole agent. The term of this Listing shall begin on the date of this contract and shall end at 11:59 P.M. on the date of \_\_\_\_\_, to sell certain real property, subject to the terms and conditions as stated in Section III of this Agreement. Upon the signing by Seller of a fully executed Contract for Sale and Purchase of the property herein described below all covenants of this Agreement will remain in full force and effect through the actual closing date of the Contract for Sale. Seller represents and warrants that Seller is entitled under law to convey the Property together with all its improvements.

**II**

**DESCRIPTION OF PROPERTY**

1. Real Property:  
a) Known as: \_\_\_\_\_

\_\_\_\_\_ Monroe County

b) Legal Description::

and adjacent bay bottom, if any.

**III**  
**PRICE AND TERMS**

Seller offers the property for sale on the terms below stated:

1 Price: \$ \_\_\_\_\_

2 Seller Financing: Seller agrees to provide financing to an acceptable Buyer and to hold a purchase money mortgage in an amount not to exceed \$ \_\_\_\_\_, upon the following terms and conditions:

**IV**  
**SELLER'S OBLIGATIONS**

1. Seller shall provide Broker access to the Property available for showing.
2. Seller shall promptly inform Broker prior to encumbering the Property in any way, including leasing or mortgaging or otherwise limiting Seller's ability to convey marketable title without encumbrance.
3. Seller shall promptly (prior to showing) provide Broker with a fully executed "Seller's Disclosure Statement" and "Marketing Addendum" with attachments, which is attached hereto and incorporated herein. Seller agrees that the information and disclosure sheet data may be relied upon by Broker and shown to potential Buyers.
4. Seller shall abide by all the terms and conditions of this Exclusive Right of Sale Agreement and Addendums including all terms of this Agreement which shall survive closing.
5. Seller hereby agrees to pay the customary allocation of closing costs as provided for in the applicable FAR/BAR or FAR Contracts for Sale and Purchase including, but not limited to, documentary stamp tax on the deed, proof of the title, including costs for abstracting, title insurance, title examination, and related closing expenses.
6. Seller shall perform any act reasonably necessary to comply with the Foreign Investment and Real Property Tax Act (FIRPTA, IRC 1445).
7. Seller shall consult with appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other such specialized advice and Seller acknowledges that no such advice has been given by Broker.
8. Seller shall fully make any and all legally required disclosures to Buyer, including all facts that materially affect the property's value and are not readily observable or known by Buyer. Seller expressly represents and warrants hereby that Seller knows of no such material facts except those

which are expressly stated in Seller's Property Disclosure Statement; and any other Addendum(s) to the foregoing documents, all of which forms are executed by Seller and attached hereto and incorporated herein.

9. Seller indemnifies Broker hereby and holds Broker harmless from any and all claims, damages, losses, expenses of any kind, including attorney's fees, court costs and suit monies, and from liability to any person incurred by Broker because of (a) any action or inaction, representation(s), misrepresentation(s), omission(s) or negligence of Seller; (b) existence of any material fact(s) not disclosed by Seller; (c) a court or arbitration decision that a Broker who was not compensated in connection with a transaction is entitled to compensation from the Seller. This section will survive closing and the transfer of title.
10. Seller shall expressly abide by the terms of the "Marketing Addendum" which is attached as Exhibit "A" to this Exclusive Right of Sale Contract.

## V

### **BROKER'S OBLIGATIONS AND AUTHORITY**

Seller authorizes Broker to:

- (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited below. **(Check one as applicable)**
- Seller** does not authorize **Broker** to display the Property on the Internet.  
**Seller** understands and acknowledges that by selecting this option consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. \_\_\_\_\_/\_\_\_\_\_ **Initials of Seller**
- Display the Property on the Internet with the street address of the Property:
- Not displayed on the Internet
- Displayed on the Internet
- (b) Place appropriate transaction signs on the Property, including "For Sale" signs.
- (c) Use Seller's name in connection with marketing or advertising the Property
- (d) Obtain information relating to the present mortgage(s) and insurances on the Property
- (e) Place the Property and all transaction information in a multiple listing service ("MLS")
- (f) Withhold verbal offers.
- (g) Broker's obligations are further enumerated in the Coldwell Banker Schmitt Real Estate Co **Marketing Addendum** and **Seller Services Guarantee**.
- (h) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online through Company websites. These websites are referred to as Virtual Office websites (VOW). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOW's. Anyone who registers on a VOW site may gain access to such automated valuations (valid or not) or comments and reviews (positive or negative) about any property displayed on a VOW. Unless limited by your selection below, a VOW may display automated valuations or comments/reviews (blogs) about your property.
- Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
- Seller** does not authorize third parties to write comments or reviews about the listing of the Property or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this property

## VI COMPENSATION OF BROKER

1. Seller shall pay compensation to Broker for procuring Buyer who is ready, willing and able to purchase the Property on such terms as are stated in this Agreement or on such other terms as are acceptable to Seller.
2. Seller shall pay Broker a fee (plus applicable sales tax, if any) as follows:
  - a) 10% of the total purchase price, which fee is due and payable not later than the closing date stated in the sales contract; however, the fee shall be earned when a contract is entered into by the Seller.
3. Acknowledgments: Broker's general company policy is to cooperate with, and compensate, other brokers. Compensation will be offered to cooperating brokers through the Multiple Listing Service, which amount shall be paid at closing out of the gross commission paid by Seller. Florida law permits a cooperating broker to represent the interests of the Buyer even though that broker is compensated by the Seller. Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other class or status protected by federal, state or local law. Seller authorizes Broker to file a lien against the property in the public records to secure payment of the compensation set forth in subparagraph 2(a) above and authorizes Broker to enforce the lien and waives all homestead rights and defenses in any lien foreclosure action.
4. Retained Deposits: In any event in which Seller retains any deposit for any reason whatsoever, Broker shall receive 50% of such retained deposit not to exceed the amount of Broker's fees as stated in subparagraph 2(a) above.
5. Broker's fee shall be due if:
  - a. Seller transfers the Property or enters into a contract to transfer the Property, by any means of transfer, including, but not limited to, sale, exchange, lease, governmental action, bankruptcy, or any other action, during the term of this Agreement, whether or not the transferee is procured by Broker, Seller or by any other person.
  - b. Seller fails or refuses to accept an offer which is at the price and terms as stated in this Agreement or default(s) on an executed contract or agrees with a buyer, tenant or option holder to cancel an executed contract.
  - c. Seller transfers or enters into a contract to transfer the Property or any interest in the Property, by any means, to any prospects with whom the Broker or any real estate licensee or the Seller communicated regarding the Property during the term of this Agreement and prior to termination of this Agreement, provided said contract or transfer occurs within 180 days of the expiration or termination of this Contract.



**BROKERAGE RELATIONSHIP DISCLOSURE**

It is the policy of Coldwell Banker Schmitt Real Estate Co., ("The Company") to provide the greatest possible degree of service to our clients and customers within the constraints of the law.

To that end, The Company has adopted Single Agency as the primary and preferred relationship with Sellers. As a Single Agent Company, agents can provide the full spectrum of services to their client, including the fiduciary duties of loyalty, confidentiality and obedience. By providing these duties, our agents can represent our clients' interests above all others. We believe that this type of relationship is what most clients expect and deserve.

The Single Agency relationship serves all parties well except when an agent of The Company represents the Seller and the Buyer in the same transaction. In this instance, the law requires agents to transition from being a Single Agent to a Transaction Broker, wherein we provide both parties with limited confidentiality, fair and honest dealing, skill, care and diligence, accounting and disclosure of all known facts that materially affect the value of the property. This limited form of representation allows the agent to facilitate the real estate transaction by assisting both the Buyer and the Seller, but the agent will not work to represent one party to the detriment of the other.

To facilitate this transition, we ask Sellers whom we represent as Single Agents, to allow us to provide this form of representation when negotiating an offer on one of the The Company's listings.

**IMPORTANT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO ALL POTENTIAL SELLERS AND BUYER OR REAL ESTATE.**

**You should not assume that any real estate broker or sales person represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.**

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**SINGLE AGENT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.** As Single Agent, COLDWELL BANKER SCHMITT REAL ESTATE COMPANY and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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**TRANSACTION BROKER NOTICE**

As a transaction broker, COLDWELL BANKER SCHMITT REAL ESTATE COMPANY and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counter-offers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buyer property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement. Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

<b>Date</b>	<b>Signature</b>	<b>Signature</b>
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**CONSENT TO TRANSITION TO TRANSACTION BROKER**

**FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE OT ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.**

I agree that my agent may assume the role and duties of a transaction broker. (must be initialed or signed)

<b>Date</b>	<b>Signature</b>	<b>Signature</b>
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**MARKETING ADDENDUM  
to the Exclusive Right of Sale Contract for Unimproved Land**

Property Address: \_\_\_\_\_

Seller(s) Name: \_\_\_\_\_

Coldwell Banker Schmitt Real Estate Co. Sales Associate: \_\_\_\_\_

**PURPOSE:** Provide sellers of Florida Keys property with important information concerning regulations and programs related to ownership and selling of real estate in Monroe County, which have and continue to be implemented to protect the public and the environment of the Florida Keys and preserve the attributes that make the Keys such a highly desirable and special place to live.

**A.** In consideration of the Exclusive Listing Coldwell Banker Schmitt Real Estate, Co. (CBSREC) agrees to process the above referenced property through the local Multiple Listing Service (MLS). The Seller(s) acknowledge and agree that the property shall only be submitted to the multiple listing service upon obtaining all the information the MLS requires. This may take several days, or longer in some cases, depending upon, but not limited to, such items as mail time, accessibility to the property, responses from various agencies such as zoning, building department, insurance agencies etc. However, CBSREC will make every effort to place this property in the MLS as soon as possible.

**B.** As the broker under this listing agreement, CBSREC will not conduct a physical inspection of the property to discover concealed defects nor will we examine public records or determine the property's compliance with applicable zoning and building codes and other laws. Accordingly, CBSREC will rely upon the written disclosure of all such known facts as set forth below or on the Seller Disclosure Statement. CBSREC will use this disclosure in marketing of the property and CBSREC expressly disclaims any responsibility for the accuracy or completeness of the Seller(s) disclosure. Any representations to the contrary cannot be relied upon.

**C.** FEMA NATIONAL FLOOD INSURANCE PROGRAM POLICY 2-2005 FEMA issued a directive concerning the National Flood Insurance Program as a result of a September 9, 2005 U.S. District Court Order Regarding the sale of National Flood Insurance Program Insurance in Monroe County, Florida.

The Court Order caused FEMA to suspend writing Flood Insurance on a building with an actual start of construction date on or after Sept. 12, 2005 in Monroe County if the property is found in the list of parcels located at [http://www.monroecounty-fl.gov/Pages/MonroeCoFL\\_HotTopics/00830630-000F8513](http://www.monroecounty-fl.gov/Pages/MonroeCoFL_HotTopics/00830630-000F8513). This directive necessitates obtaining the real estate parcel number of a property and documentation from the community that the actual start of construction was in fact Sept. 12, 2005. That requirement applies to all new insurance with building permit or construction dates on or after March 16, 2005.

The FEMA ruling created a number of questions as well as great concern for buyers who are under contract or thinking about buying either vacant lots or properties with existing structures. This policy is being broadly interpreted and the list includes properties improved with a building and in subdivisions as well as vacant lots. It is not clear if

\_\_\_\_\_/\_\_\_\_\_  
Seller(s) Initials



properties with improvements with flood insurance will be in jeopardy of losing their insurance if the property is redeveloped or remodeled.

**You are strongly advised to check the above website to determine if the property you are interested in selling is listed. If it is you should contact your Insurance Company as well as the appropriate County or City offices to inquire about the latest information on this issue and how it will affect current and potential future changes or development for that property. Monroe County Growth Management Division, 305-289-2500 or 289-2518; City of Marathon, 305-743-0033; Key Colony Beach Building & Zoning, 305-289-1212; City of Key West, 305-809-3956; Islamorada the Village of Islands, 305-664-2345; City of Layton, 305-664-4667.**

**D. Advertising Release:** I (We) do hereby agree to allow Coldwell Banker Schmitt Real Estate, Co. to use the indicated phrases, at their discretion, when advertising my (our) property for sale and purchase. The approved phrases are to be indicated by checking the appropriate box(s).

REDUCED,  BRING ALL OFFERS,  PRICED TO SELL,  MOTIVATED SELLER,  PRICE SLASHED,  BARGAIN PRICED,  \_\_\_\_\_,

Other terms Realtor may deem necessary to promote the sale of my (our) property.

**E. Multiple Offers:** Seller authorizes  or does not authorize  Coldwell Banker Schmitt Real Estate Co. to communicate the terms and conditions of competing offers to sales agents and buyers. For details on the benefits of this strategy see the "CBSREC Protocol for Handling Multiple Offers.

**F. MLS Status Changes:** Seller hereby directs Coldwell Banker Schmitt Real Estate Co. to maintain the property as active in the MLS until all contingencies of a sales contract are met and to continue to market and show the property for sale in an effort to encourage backup offers.

**G. Properties in Unincorporated Monroe County without a Tier Designation**

Monroe County adopted a Tier System to assist with allocating and awarding permits for vacant parcels in appropriate areas and properties from an environmental and planning perspective. Environmental groups challenged that a number of properties were incorrectly placed in the wrong Tier Group, most were in Tier III which meant they had a high probability of obtaining a ROGO permit for building. That challenge was upheld by an administrative law judge who placed 3,214 parcels in this group. Parcels on the Invalidated List cannot receive a ROGO permit. The Florida Dept of Community Affairs (DCA) is reviewing the list to determine the correct Tier for each property and publish their findings most likely by the end of 2010 and then provide a 30 day public review period. If your property is on the list you can apply for removal which takes from 30 to 60 days. Contact Monroe County Management Division 305-289-2519 located at 2798 Overseas Highway, Suite 400, Marathon, FL, 33050 for current information. There are individuals who specialize in assisting people through this process, your sales associate can provide you with contact information.

**H. Following paragraphs pertain to your property at \_\_\_\_\_ for which CBSREC and you have entered in to an Exclusive Right of Sale Listing Agreement:**

1. Seller advised that the appropriate City or County Office records show the property  Has  Does Not Have Open or Expired Permits
  - a. Seller  Provided  Not Provided a copy of the Open or Expired Permits
  - b. Seller  Provided  Not Provided a with CBSREC General Information Concerning Open or Expired Permits
  
2. Seller advised that City or County Records indicate the property does  or does not  Have existing and unresolved Code Violations.
  
3. Seller advised that the property is  or is not  on the Invalidated Tier List

\_\_\_\_\_/\_\_\_\_\_  
Seller(s) Initials



# SELLER SERVICES GUARANTEE FOR UNIMPROVED LAND

*This Coldwell Banker Schmitt Real Estate Co. Seller Services Guarantee is the commitment that Coldwell Banker Schmitt Real Estate Co. and your Coldwell Banker Sales Associate will perform the services stated below as part of the Exclusive Right of Sale Listing Agreement on your property.*

## 1 AGENCY ALTERNATIVES

We will review our agency policy which specifies that we act as single agents for Sellers. The representation of your interests, and my role as your agent, will be thoroughly presented to you for your consideration.

## 2 MARKETING ACTION PLAN

We will present to you a custom Marketing Action Plan — a formal written plan for marketing your property. This plan is based on our “Every Day Until It’s Sold” Marketing Program, that includes multiple websites as 9 of 10 buyers start their search for property on the Internet, “Virtual Tour”, personally contacting Top Agents and potential buyers daily.

## 3 COMPETITIVE MARKET ANALYSIS

We will provide you with a current Competitive Market Analysis, and will assist you in determining the most effective list price for your property.

## 4 FEDERAL AND COUNTY REGULATIONS

We will provide you with information concerning the Impact of the FEMA List & the impact it has on the sale of your property, as well as the process to apply for removal from that list.

## 5 SELLING COSTS

We will furnish you with an estimate of the Seller costs you will have when you sell your property.

## 6 PROPERTY ENHANCEMENT

We will develop a plan to enhance your property’s ability to attract buyers, if any is required.

## 7 COLDWELL BANKER ACTION TEAM

We will present your property to the Coldwell Banker Schmitt sales team. We will share with you the team’s recommendations to help realize the best price or your property.

## 8 PROMOTION TO OTHER BROKERS

We will promote your property to other reputable, professional brokers and sales associates in the area, and cooperate with them to get your property sold.

## 9 MULTIPLE LISTING SERVICE

We will prepare a plan for your property to appear in the local Multiple Listing Service. The information will be submitted by the date we have selected, for the property’s debut on the market to achieve maximum impact. We are a member of IDX, therefore your property will be available to all Brokers in Florida.

## 10 PROPERTY INFORMATION

We will make information on your property available to local and out-of-town buyer prospects. Additional copies will be available for sales associates and prospective buyers at your property.

## 11 DIRECT MARKETING

We will distribute promotional materials on your property to key market areas to attract potential buyers through email and direct mail, including postcards and flyers.

## 12 COLDWELL BANKER SIGN

We will place a Coldwell Banker FOR SALE sign on your property, to help generate calls to our office from prospective buyers.

## 13 ADVERTISING

We will review with you our “Every Day Until It’s Sold” advertising program and how we have been able to dominate the major search engines to expose your property to the most buyer prospects worldwide.



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# SELLER SERVICES GUARANTEE FOR UNIMPROVED LAND (CONT.)

## 14 MARKETING ACTIVITY REPORT

We will provide you with a Marketing Activity Report on a regular basis to keep you informed of competitive market conditions, buyer activity, and the actions we have taken to market your property.

## 15 QUALIFYING BUYERS

We will seek financial qualifying information on all buyers submitting a purchase offer. Our goal will be to pre-qualify or pre-approve the buyer through a reputable lender.

## 16 PURCHASE OFFERS

We will review all purchase offers as they are presented, and we will negotiate on your behalf to reach a purchase agreement with terms that are favorable and protective for you.

## 17 CLOSING THE SALE

We will monitor and inform you of the progress of the transaction, including the satisfaction of all contingencies and conditions during the entire transaction.

## 18 AFTER-SALE SERVICE

We will contact you after the closing to follow up on any remaining details or service needs.

## 19 RELOCATION ASSISTANCE

We will provide you with details about our international relocation and referral services, which are available to you or anyone you know, at no cost.

## 20 SERVICE SATISFACTION SURVEY

We will provide you with a confidential opportunity to give an evaluation of our services.

## 21 PERSONAL AND TIMELY RESPONSE

We will return your phone call or e-mail within 24 hours or less and provide you with a weekly progress report on the promotion of and sale of your property.

*Should Coldwell Banker Schmitt Real Estate Co. not perform the services as stated above, you are entitled to terminate the exclusive listing agreement on your property. Written termination notice must state reason(s) for termination and must be presented by you, in person, to the Office Manager. You also agree to provide Coldwell Banker Schmitt Real Estate Co. with an opportunity to correct the situation within a 24-hour period following the delivery of the termination notice. If the exclusive listing agreement with you is terminated, the termination provisions of the exclusive listing agreement shall apply.*

If, during the agreement, you have any questions or concerns, you may reach \_\_\_\_\_, the Office Manager, at \_\_\_\_\_.

You acknowledge that you have read and understand the terms of the Coldwell Banker Seller Services Guarantee and that the agreement is not binding unless signed by you and the Coldwell Banker Sales Associate.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Sales Associate: \_\_\_\_\_ Date: \_\_\_\_\_

Office Manager: \_\_\_\_\_ Date: \_\_\_\_\_



SCHMITT  
REAL ESTATE CO.

## UNIMPROVED LAND SELLER'S DISCLOSURE STATEMENT

Seller(s) Name(s): \_\_\_\_\_

Legal Description: \_\_\_\_\_

Date Purchased \_\_\_\_\_

**NOTICE TO SELLER.** Each Seller is obligated to disclose to a Buyer all known facts that materially and adversely affect the property being sold and that are not readily observable. This disclosure statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located with the legal description. Coldwell Banker Schmitt Real Estate Co., the selling real estate broker and their respective agents will also rely upon this information when they evaluate, market and present the Seller's property to prospective buyers. This disclosure is not intended to be a part of any contract for sale and purchase.

**NOTICE TO BUYER.** This is a disclosure of Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by the listing broker, the selling broker, or their agents.

### 1. LAND (SOILS, DRAINAGE, BOUNDARIES AND FEMA LIST)

- (a) Flood Plain designation: X A AE V  Unknown
- (b) Do you know of any past or present drainage or flood problems affecting the property or adjacent properties? YES  NO
- (c) Do you know of any encroachments, boundary line disputes, or easements affecting the property? YES  NO  If any of your answers to (b) or (c) is "Yes," explain in detail \_\_\_\_\_  
\_\_\_\_\_
- (d) Is the property currently listed on the FEMA List? YES  NO  If your answer is "Yes" have you applied to have it removed? YES  NO  If you have what is the status of the application? \_\_\_\_\_  
\_\_\_\_\_

### 2. NEIGHBORHOOD ENVIRONMENT

- (a) Are you aware of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? YES  NO
- (b) Are you aware of any condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisance, threat of condemnation or street changes? YES  NO  If "Yes," explain in detail: \_\_\_\_\_  
\_\_\_\_\_

- (c) Are you aware of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? YES  NO   
If the answer to any of the above questions is "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_

**3. TOXIC SUBSTANCE**

- (a) Are you aware of any underground tanks or toxic substances present on the property? YES  NO   
If "Yes," explain in detail: \_\_\_\_\_  
\_\_\_\_\_
- (b) Has the property been tested for radon or any other toxic substances? YES  NO  If "Yes," explain in detail \_\_\_\_\_  
\_\_\_\_\_

**4. ZONING AND LANDUSE**

- (a) Are you aware of the current zoning of the property and if it is being utilized as it is zoned for in its current use? YES  NO
- (b) Are you aware of any zoning violations? YES  NO
- (c) Are you aware of any restrictions affecting building on or making improvements to this property? YES  NO
- (d) Is the property on the Invalidated Parcel List for Tier placement YES  NO . If Yes, have you applied for removal from the List YES  NO  and if Yes, what is the status or result of the application? \_\_\_\_\_
- (e) Are you aware if there are any zoning, land use or administrative regulations which are in conflict with the existing use of the property or allowed uses either as of right or additional uses? YES  NO   
If the answer to any of the questions above is "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_

**5. FLOOD**

- (a) Are you aware of any flooding that has occurred on the property from normal rains or storms? YES  NO  or,
- (b) From Hurricanes? YES  NO
- If the answer is "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS**

- (a) Are you aware of any deed or homeowner restrictions? YES  NO
- (b) Are you aware of any proposed changes to any of the restrictions? YES  NO

(c) If there is a homeowner association, is membership mandatory? YES  NO  and are fees charged by the homeowner association? YES  NO  If "Yes," please explain: \_\_\_\_\_

**7. CLAIMS & ASSESSMENTS**

Other than for central sewers are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? YES  NO  If yes, explain: \_\_\_\_\_

Have any local, state, or federal authorities notified you that repairs or changes to the property are required?

YES  NO  If "Yes," explain \_\_\_\_\_

**8. SURVEY**

(a) The property was surveyed recently, I have a sealed copy. YES  NO

(b) The property was surveyed recently, I do not have a copy but the surveyor was: \_\_\_\_\_

(c) The property has not been surveyed within the last five years. YES  NO

(d) I have an elevation certificate. YES  NO

**9. MORTGAGE**

(a)  I have a mortgage on the property but it is not assumable. The remaining balance is \$ \_\_\_\_\_

(b)  I have a mortgage on the property and it is assumable to a qualified buyer. The principal balance is \$ \_\_\_\_\_ Mortgage holder \_\_\_\_\_

(c)  Fixed rate and the interest is \_\_\_\_\_

(d)  Adjustable rate and the interest rate is \_\_\_\_\_

(e)  Balloon note. Balloon is due \_\_\_\_\_

Original term: \_\_\_\_\_ Date originated: \_\_\_\_\_ Monthly payment: \_\_\_\_\_

PI TI \_\_\_\_\_ (circle PI or TI)

(f)  I do not have a mortgage on the property.

(g)  I will not consider offering a mortgage on the property to the buyer. (Seller financing)

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete to the Sellers knowledge but the Seller has not made specific investigation or inquiry. Seller does not intend this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes Coldwell Banker Schmitt to provide this information to prospective buyers of the property and to real estate brokers and sales people. Seller understands and agrees that Seller

will notify Coldwell Banker Schmitt in writing immediately if any information set forth in this disclosure statement becomes inaccurate or incorrect in any way through the passage of time.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER VERIFICATION OF ACCURACY AND CORRECTNESS OF INFORMATION**

Seller verifies there has been no change in the information set forth in this disclosure statement that materially and adversely affect the property and the information remains accurate and correct as of this date, except where noted, initialed and dated.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT OF BUYER**

1. I HAVE CAREFULLY INSPECTED THE PROPERTY. I HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. I ACKNOWLEDGE THAT NEITHER THE SELLER, NOR ANY BROKER OR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING DEFECTS IN THE PROPERTY.
2. I UNDERSTAND THAT UNLESS STATED OTHERWISE IN MY CONTRACT WITH SELLER, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER OR ANY BROKER OR AGENT. **I STATE THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS DISCLOSED ABOVE OR STATED WITHIN THE SALES CONTRACT AND THAT SELLERS KNOWLEDGE OR LACK THEREOF AS EVIDENCED IN THIS FORM SHALL NOT SUBSTITUTE FOR A COMPETENT AND THOROUGH PROPERTY INSPECTION.**

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

THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY