



**HORIZON PALMS & NURSERY INC**  
 5625 NW WAWAN CT  
 PORT SAINT LUCIE, FL 34986-3607

3921

63-8419/2670  
 785

DATE 8-3-20



PAY  
 TO THE  
 ORDER OF

St Lucie title

\$ 1000.00

one thousand do

DOLLARS



**PNC BANK**

PNC Bank, N.A. 001

FOR \_\_\_\_\_

*[Handwritten signature]*

⑈003921⑈ ⑆267084199⑆ 1201411505⑈

"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: LEE LACHMUND ("Seller"),
2\* and VINCENT MARCELLINO ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:
6\* (a) Legal description of the Real Property located in SJ LUCIE County, Florida: 2404-823-00013-000

7\*
8\*
9\* (b) Street address, city, zip, of the Property: 1216 AVE E

10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless
11 specifically excluded below.

12\* Other items included are:

13\*
14\* Items of Personal Property (and leased items, if any) excluded are:
15\*

16\* II. PURCHASE PRICE (U.S. currency): \$ 4,500.00

17 PAYMENT:
18\* (a) Deposit held in escrow by 1000.00 (Escrow Agent) in the amount of (checks subject to clearance) \$ 1,000.00

19\* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date \$

20\* (see Paragraph III) in the amount of \$

21\* (c) Financing (see Paragraph IV) in the amount of \$

22\* (d) Other \$

23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24\* to adjustments or prorations \$ 3500.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
27\* before the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-
29 TEROFFER IS DELIVERED.

30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:

34\* (a) This is a cash transaction with no contingencies for financing;

35\* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within days (if blank, then 30 days) after
36\* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the prin-
37\* cipal amount of \$ , at an initial interest rate not to exceed %, discount and origination fees not to exceed
38\* % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after

39 Effective Date. Buyer shall use reasonable diligence to obtain Loan Approval and notify Seller in writing of Loan Approval by Loan
40 Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer
42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this
45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,
47 by Closing, of those conditions of Loan Approval related to the Property;

48\* (c) Assumption of existing mortgage (see rider for terms); or

49\* (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

50\* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for
52 terms) shall be obtained by:

53\* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

54\* (2) Buyer at Buyer's expense.

55\* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

56\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 9.3.20 ("Closing"), unless
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record



62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
65\* \_\_\_\_\_ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.  
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
71 visions of this Contract in conflict with them.

72\* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
73\* assign but not be released from liability under this Contract; or  may not assign this Contract.

74 **XI. DISCLOSURES:**

75\* (a)  CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which  
76\* continue beyond Closing and, if so, specify who shall pay amounts due after Closing:  Seller  Buyer  Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

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

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
86 TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

91 **XII. MAXIMUM REPAIR COSTS: DELETED**

92\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
93\* at a cost not to exceed \$ \_\_\_\_\_

94\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the  
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election  
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-  
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as  
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

103\*  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE

104\*  INSULATION  Other Comprehensive Rider Provisions  Addenda

105\* Special Clause(s): \_\_\_\_\_

106\* \_\_\_\_\_  
107\* \_\_\_\_\_

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS  
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

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

112 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
114 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
115 positions of all interested persons.

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

117\* Vincent Marcellino 8-3-20 \_\_\_\_\_  
118 (BUYER) (DATE) (SELLER) (DATE)

119\* [Signature] 8-3-20 \_\_\_\_\_  
120 (BUYER) (DATE) (SELLER) (DATE)

121\* Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice \_\_\_\_\_

122\* \_\_\_\_\_

123\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

124 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
125 this Contract:

126 Name: \_\_\_\_\_ Listing Broker N/A

127 Cooperating Brokers, if any \_\_\_\_\_