## EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

### This exclusive Brokerage Listing Agreement is between:

THERESA M. SHAW	CHRISTOPHER EDWARD RADZIWOLEK	(Seller) and
SUN	SET COMMUNITIES, LLC	(Broker).

### 1. AUTHORITY TO SELL PROPERTY:

**SELLER** gives **Broker** the **EXCLUSIVE RIGHT TO SELL** the personal property ("Property") described below, at the price and terms described below, beginning the <u>23</u> day of <u>APRIL</u>, 20<u>24</u>, and terminating at 11:59 p.m. the <u>23</u> day of <u>OCTOBER</u>, 20<u>24</u> ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. **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 factor protected by federal, state, or local law. **SELLER CERTIFIES** and represents that he/she is legally entitled to convey the Property and all improvements.

### 2. DESCRIPTION OF PROPERTY:

Brand Name:S	КҮО			
Decal #(s):	96106493/96106375			
Serial #(s): 9T630528UB/9T630528UA				
Year Built:	2006			
a Real Property Street Addre	ss <sup>.</sup> 158 NANAIMO TRAIL			

b. Personal Property, including appliances: \_\_\_\_\_\_

- c. Occupancy: Property (is) or (is not) currently occupied by tenant. If occupied, the lease term expires:
- 3. **PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to the Seller:
  - a. Price: 243,000
  - b. Financing Terms: 🔀 Cash 🔀 Conventional 🔀 Other\_\_\_\_\_

Seller financing \_\_\_\_\_ Seller will hold a purchase money mortgage in the amount of \$ with the following terms: \_\_\_\_\_

c. Seller Expenses: Seller will pay mortgage/loan discount points or other closing costs not to exceed\_\_\_\_\_% of the purchase price, and any other expenses Seller agrees to pay in connection with a transaction.

# 4. **BROKER OBLIGATIONS AND AUTHORITY: Broker** agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the property. **Seller** authorizes **Broker** to:

- a. Advertise the Property as Broker deems advisable in newspapers, publications, computer networks including the Internet and other media, place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs once Seller (signs a sales contract) and use Seller's name in connection with marketing or advertising the Property.
- b. Provide objective comparative market analysis information to potential buyers, and
- c. (check if applicable) \_\_\_\_\_\_ use a lock box system to show and access the Property. A lock box does not ensure the Property's security, **Seller** is advised to remove or secure valuables. **Seller** agrees that the lock box is for Seller's benefit and releases **Broker** and persons working through **Broker** from all liability and responsibility in connection with any loss that occurs.
- d. \_\_\_\_\_withhold verbal offers. 🚬 withhold all offers once Seller accepts a sales contract for the property.

### 5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

a. Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
b. Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.

c. Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.

d. Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, the **Broker** incurs because of:

(1) Seller's negligence, representations, misrepresentations, actions, or inactions,

(2) The use of a lock box,

(3) The existence of undisclosed material facts about the Property, or

(4) A court or arbitration decision that a **Broker** who was not compensated in connection with a transaction is entitled to compensation from **Broker**.

6. **COMPENSATION: Seller** will compensate **Broker** as specified below for procuring a **Buyer** who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

b. \_\_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised **Seller** will pay **Broker**, the paragraph 6 (a) fee less the amount **Broker** received under this subparagraph.

c. \_\_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to lease, whichever is soonest. This fee is due if the Property is or becomes the subject of a contract granting an Exclusive Right to Lease the Property.

d. Broker fee is due in the following circumstances:

(1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the **Buyer** is secured by **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Contract, defaults on an executed sales contract or agrees with **Buyer** to cancel an executed sales contract. (3) If, within 120 days after termination date (Protection Period)., **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller** or **Broker** communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another **Broker**.

7. **CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$500.00 plus applicable sales tax. **Broker** may void the conditional termination and **Seller** will pay the fee stated in paragraph 6 (a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.

### Page 2

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8. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be intitled to recover reasonable attorney's fees and cost, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, Seller (2), Listing Associate (-) and Listing Broker (-) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees and will equally split the arbitrator's fees and administrative fees of arbitration.

9. **COOPERATION WITH OTHER BROKERS:** This agreement is binding on **Buyer's** and **Seller's** heirs, personal representatives, administrators, successors, and assigns. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term **"Buyer"** as used in the Agreement includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees.

**IN WITNESS WHEREOF, SELLER** and **BROKER** hereto have executed this Listing Contract on the day and year below provided, with each party acknowledging receipt of a copy thereof.

7 Shim		Ø	, А		
(Sellers Signature)	(Date)	(Sellers Signature)	(Date)		
THERESA M. SHAW		CHRISTOPHER ED	WARD RADZIWOLEK		
(Sellers Printed Name)		(Sellers Printed Name)			
Seller's Mailing Address:					
Seller's Contact # (Home)	(Office)	(Cell)	(Fax)		
Email Address:					
CHERRIE OSBORNE	£	JANI HIGHLEY/RE	NEE PARICIO		
(Authorized Broker's Signature)		(Listing Licensee's P	rinted Name)		
	OMMUNITIES LLC 9 <sup>RD</sup> ST UNIT 203 AL. FL 33904				

### **Seller's Property Disclosure**

**Notice to Buyer:** The following responses are made by **Seller** and **not** by the agent. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as:158 NANAIMO TRAIL, FOR	T MYERS BEACH, FL
	(4)
"Property")	·
The Property is owner occupied tenant occupied Scinoccupied (If unoccupied, how long occupied the Property?	J has it been since
Furnished Unfurnished Partially Furnished Items included in sale	
Golf cart included YES or NO	
×	
Current Lot Lease/HOA 699.00	
Upcoming Lot Lease/HOA Verified with community YES or NO, if YES, date	
Included in lot lease payments	

Seller (\_\_\_\_\_) (\_\_\_\_\_) and Buyer (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3.

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			<u>Yes</u>	<u>No</u>	<u>Don't</u> Know
1.	(a) (b)	Structures; Systems; Appliances Are the structures including roofs: ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks? Is seawall, if any, and dockage, if any, structurally sound? Are existing major appliances and heating, cooling, mechanical, electrical,			
	(e)	security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate? Does the Property have aluminum wiring other than the primary service line? Are any of the appliances leased? If yes, which ones: If any answer to questions 1(a) - 1(c) is no, please explain:			
		(g)       Age of vapor barriers?			
2.	(a)	<b>Termites; Other Wood-Destroying Organisms; Pests</b> Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them? Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?			
		If any answer to questions 2(a) - 2(b) is yes, please explain:			
3.	(a) (b) (c) (d) (e) (f)	<ul> <li>Water Intrusion; Drainage; Flooding</li> <li>Has past or present water intrusion affected the Property?</li> <li>Have past or present drainage or flooding problems affected the Property?</li> <li>Is any of the Property located in a special flood hazard area?</li> <li>Is any of the Property located seaward of the coastal construction control line?</li> <li>Does your lender require flood insurance?</li> <li>Do you have an elevation certificate? If yes, please attach a copy.</li> <li>If any answer to questions 3(a) - 3(d) is yes, please explain:</li> </ul>			
4.		Plumbing			
	• •	Have there been any plumbing leaks since you have owned the Property? Are any polybutylene pipes on the Property?			

Seller (\_\_\_\_\_) (\_\_\_\_\_) and Buyer (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3.

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### 5. Roof and Roof-Related Items

(a) To your knowledge, is the roof structurally sound and free of leaks?			
(b) The age of the roof is years OR date installed		_	
(c) Has the roof ever leaked during your ownership?			
(d) To your knowledge, has there been any repair, restoration, replacement (indicate	_	_	_
full or partial) or other work undertaken on			
the roof? If yes, please explain:			
<ul> <li>(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?</li> <li>If yes, please explain:</li></ul>			

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to agents and prospective **buyers** of the Property. Seller understands and agrees that Seller will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller:			Date:
0	(signature)	(print)	
Seller:	(signature)	(print)	Date:

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

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

Seller  $(\underbrace{15})$   $(\underbrace{-1})$  and Buyer  $(\underline{-1})$  ( $\underline{-1}$ ) acknowledge receipt of a copy of this page, which is Page 3 of 3.





# SALES DISCLOSURE

SITE ADDRESS:

158 NANAIMO TRAIL

THE CLOSING OF THE SALE OF THE ABOVE PROPERTY, ADDITIONAL COSTS MAY BE REQUIRED FROM YOU AS THE BUYER, OR AS THE SELLER IN THE FORM OF CLOSING COSTS. LISTED BELOW ARE MAJOR COST ITEMS WHICH MAY BE PAYABLE BY YOU, PURSUANT TO THE CONTRACT WHICH YOU ARE ABOUT TO SIGN.

POSSIBLE EXPENSE OF THE SELLER(S) Attorney fees (as desired) Pro-ration of lot/maintenance fees Broker fee Commission

POSSIBLE EXPENSE OF THE BUYER(S) Attorney fees (as desired) Pro-ration of lot/maintenance fees Broker fee Handling/courier fees Title transfer fees Home,Termite,Mold inspection fees Loan related fees

THESE POSSIBLE EXPENSES CAN BE DETERMINED BEST FROM THE LENDING INSTITUTION AT THE TIME OF THE MORTGAGE APPLICATION.

The undersigned(s) acknowledge(s) that this instrument has been read and signed before any contract for sale and purchase of the property described above has been signed.

Signature of Buyer/Seller/tenant/landlord Date\_\_\_\_\_

Signature of Buyer/Seller/tenant/landlord Date\_\_\_\_\_



### SELLERS ESTIMATED SETTLEMENT STATEMENT FOR SALE OF MANUFACTURED HOME

SELLER		BUYER				
THERESA M. SHAW	CHRISTOPHER EDWARD RADZIWOLEK					
YEAR 2006	MAKE	MODEL		SIZE	44'	
ADDRESS 158 NANAIMO TRAIL						
CITY			STATE		ZIP	
		FL		33931		

AMOUNT OF SALE (DOES NOT INCLUDE SALES TAX, TAGS AND TITLE FEES)	\$ 243,000.00
PRO RATED MAINTENANCE FEE (LOT FEE/DAYS IN MO)*DAYS REMAIN IN MONTH AND WILL BE CALCULATED ONCE THE CLOSING DATE IS DETERMINED.	\$ TBD
MORTGAGE PAYOFF	\$ 0
COMMISSION 5%	\$ 12,150.00
MISCELLANEOUS BROKER'S FEE	\$ 250.00
BALANCE DUE TO SELLR	\$ 230,600.00

APPROVED AND ACCEPTED THIS	23	_DAY OF	APRIL,	2024
RECEIPT OF A SIGNED COPY OF THIS	DOCUM	ENT IS HEREBY	ACKNOWLEDG	ED
- <u>JSh</u>		_		<u>Ah</u>
1 <sup>ST</sup> SELLER SIGNATURE			2 <sup>ND</sup> SELLER S	IGNATURE

JANI HIGHLEY/RENEE PARICIO

SUNSET COMMUNITIES LLC AGENT

STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/ offices/

## Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Mo	otor Vehicle	Mobile Home.	Off- Highy	av or Ve	ssel Description			
Year								
2006		KYO	HS					
Certificate of Title Numbe		Current Title Issue Da			sel Identification Number			
	96106493				30528UA	9T630528UB		
30100373	30100433			310	303200A			
I/we do hereby s off-highway veh			d the above	described	I motor vehicle, m	obile home,		
Print Name(s) of Purchas	er(s)							
Address			City		State	Zip Code		
Date of Sale			Selling price \$	243,000.0	00			
2. Oc	lometer Dise	closure Statem	ent (Requi	ed For a	Motor Vehicle)			
Federal and State la complete or providi WE STATE THAT THIS (NO TENTHS) MILES, I THE ODOMETER REA 1. REFLECTS TH Affidavit (When ap	ng a false state Motor Vehici Date Read Ding: IE <b>Actual Mile</b> /	E'S 5 DIGIT O	n fines and/o	r <b>imprison</b> I ODOMETE HEREBY CI	ment. R NOW READS [] ERTIFY THAT TO THE	hership. Failure to		
3.			Certifica	tion				
UNDER PENALTIE STATED IN IT ARE		Y, I DECLARE THA	AT I HAVE REA	AD THE FO	REGOING DOCUME	NT AND THAT THE FACTS		
Seller's Signature		5	Seller's Printed N	ame		Date		
	)h		THE	RESA M.	SHAW			
Seller's Address	<u> </u>		City		State	Zip Code		
Co-Seller's Signature (wh	en applicable)	(	Co-Seller's Printe	d Name (whe	n applicable)	Date		
	In				RD RADZIWOLEK			
Co-Seller's Address (when applicable) City State Zip Code								
Purchaser's Signature		I	Purchaser's Print	ed Name		Date		
Co-Purchaser's Signature	e (when applicable)	)	Co-Purchaser's P	rinted name (	when applicable)	Date		

#### \* OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

Check your local phone book government pages or visit the following website for current mailing addresses: http://www.fihsmv.gov/offices/



BUYER and SELLER both agree to hold SUNSET COMMUNITIES LLC harmless should any other fees arise. Also, both agree to re-sign any documents that may be in error.

1 <sup>st</sup> Buyer Signature	2 <sup>nd</sup> Buyer Signature		
DATE	DATE		
JSh	m		
1 <sup>st</sup> Seller Signature	2 <sup>nd</sup> Seller Signature		
DATE	DATE		

## STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES – DIVISION OF MOTORIST SERVICES

#### SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE www.fihsmv.gov/offices/

# POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

(Da	te)

I/We hereby name and appoint,

RENEE PARICIO (Full Legibly Printed Name is Required)

\_\_\_\_, to be my/our

lawful attorney-in-fact, to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

CHECK ONE:	Motor Vehicle	🞽 Mobile Home	Vessel
Year	Make/Manufacturer	Body Type	Title Number
2006	SKYO	HS	96106375 96106493
ssel Identification Number	n		
9T630528UA	9T630528L	JB	

### NOTICE TO OWNER(S): COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

# UNDER PENALTIES OF PERJURY, I/WE DECLARE THAT I/WE HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

	THERESA M. SHAW			
(Signature of Owner "Grantor")	(	(Legibly Printed Name of Owner "Grantor")		
8 JL III II N		8	45	
(Driver License, Identification Card or FEID Number for Owner)	(Date of Birth for Owner, if applicable)			
	357	101000		
(Owner's Address )	(City)	State)	(Zip)	
" A	Sec.			
(Signature of Co-Owner "Grantor," if applicable)	(Legibly Printed Name of Co-Owner "Grantor," if applicable)			
	1 H - M -			
(Driver License, Identification Card or FEID Number for Co-Owner)		(Date of Birth for Co-Owner, if applicable)		
THE THEAT AS THE IN THE		200		
(Co-Owner's Address)	(City)	(State)	(Zip)	
1200 P		A 101-101		

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the **buyer only** or the **seller only**. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer <u>and</u> seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

(a) the title is physically being held by the lienholder; or

(b) the title is lost.

NOTE: A licensed dealer and his/her employees are considered a single entity.

Check your local phone book government pages or visit the following website for current mailing addresses: <u>http://www.flhsmv.gov/offices/</u>

HSMV 82053 (Rev. 12/11) S

www.flhsmv.gov