



WHAT EVERY REAL ESTATE AGENT SHOULD KNOW
**MUNICIPAL LIENS, CODE ENFORCEMENT
VIOLATIONS, PERMITS AND PACE FINANCING**

PRESENTED BY:

First American Title's Florida Agency Education Team



First American Title™

www.firstam.com

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Outline –

Municipal Liens, Code Enforcement Violations, Permits and PACE - What every Real Estate Agent should know

2 hour FREC Class which includes Question & Answer Period

Learning Objectives:

- After completing this course, real estate agents will know:
 - The myths and facts about municipal liens, code enforcement violations and permits.
 - How to differentiate between a title search and municipal lien search.
 - What is not covered under title insurance and why?
 - The responsibilities of a closing agent as it relates to municipal liens, code enforcement violations and permits.
 - How to dissect the real estate contract and thoroughly understand who is responsible for what expenses?
 - What is PACE?
 - What are benefits of PACE and how financing works?
 - What happens if a property is sold and has PACE?
 - How does PACE affect the seller?
 - How does PACE affect the buyer?
 - How does PACE affect the settlement agent?

Documents included in materials:

FRBAR Sales Contract (Standard & AS-IS applicable if used in the area)

NEFAR Sales Contract (if applicable if used in the area)

NABOR Sales Contract (if applicable if used in the area)

CRSP Contract (if applicable if used in the area)

Tallahassee Contract (if applicable if used in the area)

Sample Notice of Assessment (Manatee County)

Sample Summary Memorandum of Agreement (Manatee County)

Sample Termination Financing Agreement (Manatee County)

Sample Manatee County Tax Bill

Sample Payoff Quote (Green Corridor/Ygrene)

Additional PACE Resources

Myths and Facts

- Unrecorded Municipal Liens
- Unrecorded Code Enforcement Violations
- Open and Expired Permits

Question & Answer Period

Title Search

- Explanation of a title search

Question & Answer Period

Municipal Lien Search

- Definition of a municipal lien search
- What is not covered under title insurance
- What is Chapters 153, 159 & 170?
- What is the closing agent's responsibility?

Question & Answer Period

Code Enforcement Violations

- Definition of a code enforcement violation
- What is the closing agent's responsibility?

Question & Answer Period

Permit Search

- What and why is a permit search needed?
- What is the closing agent's responsibility?

Question & Answer Period

Real Estate Contracts (FRBAR - Standard & AS-IS, NEFAR, NABOR, CRSP & Tallahassee)

- Review real estate contract regarding Municipal Lien Search, Permits and Code Enforcement Violations
- Determine who is responsible for the expense if applicable
- Ensure the buyer and/or seller understand what their responsibilities are if any.

Question & Answer Period

PACE

- Discuss what is PACE
- Talk about the benefits of PACE
- Financing PACE
- Discuss if PACE is reference in the real estate contract
- What happens when selling a property and there is PACE also
- How does PACE affect the buyer and/or seller
- PACE and the closing agent

of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within the Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

Seller shall pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

(i) up to \$ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and

(ii) up to \$ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and

(iii) up to \$ _____ or _____ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then sums equal to 125% of estimated costs to complete the applicable item(s) (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of Maintenance Requirement or required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

**[The remainder of this page is intentionally left blank.
This Contract continues with Paragraph 9(b) on Page 4 of 14.]**

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(b) COSTS TO BE PAID BY BUYER:

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

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

- (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
- (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

- (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. See Rider I MOLD INSPECTION.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but

not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION AND REPAIR:

(a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections as described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

(b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems and machinery, seawalls, dockage, watercraft lift(s) and related equipment, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items completed at Seller's expense, or have repairs estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

333 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO
334 Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's
335 cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within
336 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an
337 appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a
338 copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f)
339 below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property
340 exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written
341 notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost
342 to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition
343 with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer
344 does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to
345 the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further
346 obligations under this Contract.

347 (d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

348 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to
349 determine whether there exist any open or expired building permits or unpermitted improvements to the
350 Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the
351 existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's
352 inspection of the Property identifies permits which have not been properly closed or improvements which were
353 not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information
354 in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of
355 such open permits or unpermitted improvements.

356 (ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice,
357 have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and
358 a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have
359 open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental
360 entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing
361 Date, Seller will provide Buyer with any written documentation that all open and expired building permits
362 identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required
363 building permits for improvements to the Property. If final permit inspections cannot be performed due to delays
364 by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections,
365 failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby
366 releasing Buyer and Seller from all further obligations under this Contract.

367 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity
368 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may
369 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller
370 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit
371 from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other,
372 then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer
373 and Seller from all further obligations under this Contract.

374 (e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
375 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
376 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
377 Property are on the Property and to verify that Seller has maintained the Property as required by the
378 Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other
379 contractual obligations.

380 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**
381 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately
382 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,
383 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as
384 provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair,
385 treatment and maintenance contracts and warranties to Buyer.

386 **ESCROW AGENT AND BROKER**

387 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
388 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
389 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

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

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

165 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded
166 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

167 **(CHECK ONE):**

168 * (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
169 * premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
171 provider(s) as Buyer may select; or

172 * (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
173 services related to Buyer's lender's policy, endorsements and loan closing; or

174 * (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall
175 * furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a
176 continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for
177 reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing
178 continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not
179 * be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title
180 search ordered or performed by Closing Agent.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 * (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
185 * _____ at a cost not to exceed \$_____. A home
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
193 be paid in installments **(CHECK ONE):**

194 * (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
195 Installments prepaid or due for the year of Closing shall be prorated.

196 * (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

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

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
210 does not know of any improvements made to the Property which were made without required permits or made
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
215 unpermitted improvements.

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

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261* (a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.***

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Inst. Number: [REDACTED] Book: [REDACTED] Page: [REDACTED] Page 1 of 4 Date: 2/25/2019 Time: 9:46 AM
 Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

This instrument prepared by and executed
 by a public office of the Florida PACE Funding
 Agency and after recording return to:
 CounterPointe Energy Solutions Residential LLC
 555 South Federal Highway, Suite 350, Boca Raton, FL 33432

----- (Space above this line for recording data) -----

NOTICE OF ASSESSMENT

Manatee

THIS NOTICE OF ASSESSMENT ("Notice") provides a summary memorandum of a Financing Agreement entered into by and between the FLORIDA PACE FUNDING AGENCY (the "Agency") and the record owner(s) of the Assessed Property (the "Property Owner"), both as described hereinafter. This Notice is executed pursuant to such Financing Agreement in substantially the form appended to Agency Resolution [REDACTED], a certified copy of which is recorded in the Official Records at [REDACTED]; an Interlocal Subscription Agreement recorded at # [REDACTED]; a Final Judgment, a certified copy of which is recorded at # [REDACTED], all in the Public Records of Manatee, Florida, and all of the terms and provisions thereof are incorporated herein by reference. Agency has levied and imposed a non-ad valorem assessment as a lien of equal dignity to taxes and assessments, and as more particularly described herein and in such Financing Agreement, on the Assessed Property in conformance with Section 163.08, Florida Statutes (the "Supplemental Act").

1. Property Owner: [REDACTED]
2. Assessed Property: See Legal Description in Attachment I.
3. Street Address of Assessed Property: [REDACTED]
4. Property Appraiser Parcel Identification Number: [REDACTED]
5. Qualifying Improvements:
 - Wind Resistance Improvement : Wind Resistant Windows
 - Wind Resistance Improvement : Wind Resistant Windows
 - Wind Resistance Improvement : Wind Resistant Windows
 - Wind Resistance Improvement : Wind Resistant Doors - Aluminum
6. Financed Amount (*pursuant to the Financing Agreement; this amount may be reduced WITH SUCH REDUCED AMOUNT REFLECTED IN A SUPPLEMENTAL NOTICE OF ASSESSMENT*): \$40,165.65
7. Interest Rate (*to be applied to the principal amount of the Financed Amount*): 4.49%
8. Assessment Installment (*pursuant to the Financing Agreement; this amount may be reduced WITH SUCH REDUCED AMOUNT REFLECTED IN A SUPPLEMENTAL NOTICE OF ASSESSMENT*): \$3,085.10
9. Period of years (*number of Annual Payments*): 20 years
10. The Annual Payment of the Assessment will appear on the same bill as for property taxes, and will include the Assessment Installment, plus any annual costs of administration and charges associated with the Assessment, annual collection costs, and annual charges required by the local property appraiser and tax collector.
11. The Assessment is NOT due on sale or transfer of the Assessed Property. Payoff and release information may be obtained by contacting the Florida PACE Funding Agency at: www.floridapace.gov or CounterPointe Energy Solutions Residential LLC, 555 South Federal Highway, Suite 350, Boca Raton, FL 33432; Telephone: (855) 509-9922; Email: Information@AllianceNRG.com; Websites: www.AllianceNRG.com and www.floridapace.gov.

Inst. Number: [REDACTED] Page 2 of 4 Date: 2/25/2019 Time: 9:46 AM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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12. **NOTE:** Prepayment information must be requested ten (10) business days prior to any prepayment. Prepayments must be in immediately available funds.

13. Suggested ALTA, Schedule B exclusion to coverage for title insurance professionals: *"Non-ad valorem assessment, which by its term is not due upon sale, evidenced by notice recorded in Official Record Book _____, at Page _____,..."*

14. The following caveat is intended to be supplemental, constructive notice provided in writing to any prospective purchaser as required by the Supplemental Act. So long as the Assessment provided for hereunder has an unpaid balance, at or before the time Property Owner enters into a contract to sell the Assessed Property, the Property Owner gives any prospective purchaser by law a written disclosure statement in the following form:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE
– The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of the property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED AND INCORPORATED HEREIN SHALL RUN WITH THE LAND DESCRIBED HEREIN AND SHALL BE BINDING ON THE PROPERTY OWNER (INCLUDING ALL PERSONS OR ENTITIES OF ANY KIND), AND ANY AND ALL SUCCESSORS IN INTEREST. BY TAKING SUCH TITLE, PERSONS OR ENTITIES WHO ARE SUCCESSOR SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS NOTICE AND THE REFERENCED FINANCING AGREEMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS OR ENTITIES SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT. IN WITNESS WHEREOF, Property Owner and Agency have executed this Notice of Assessment, which is a summary memorandum to the Financing Agreement, as of the last day signed below.

DocuSigned by: [REDACTED] 10/17/2018 | 11:42 AM EDT
561DCDFF800489
[REDACTED]: Property Owner 1 _____ Date

DocuSigned by: [REDACTED] 10/17/2018 | 3:34 PM EDT
95873543A0F0444
[REDACTED]: Property Owner 2 _____ Date

Inst. Number: [REDACTED] Page 3 of 4 Date: 2/25/2019 Time: 9:46 AM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

DocuSign Envelope ID: 9A716D2E-E7F1-4E27-ADA5-A8E0C5336D70

IN WITNESS WHEREOF, Property Owner and Agency have executed this Notice, which is a summary memorandum of the Financing Agreement, as of the last day signed below.

Florida PACE Funding Agency
By: CounterPointe Energy Solutions (FL) LLC, as Program Administrator

DocuSigned by:
[REDACTED]
AEE176044E2456

2/24/2019 | 7:32 PM EST

[REDACTED]
Name

Date
Chief operating officer
Title



Inst. Number: [REDACTED] Page 4 of 4 Date: 2/25/2019 Time: 9:46 AM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Attachment I
Legal Description of Property

[REDACTED]

Parcel ID Number [REDACTED]

Inst. Number: [REDACTED] Book: [REDACTED] Page: [REDACTED] Page 1 of 4 Date: 6/17/2019 Time: 8:27 AM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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**RECORDED AND PREPARED BY AND
AFTER RECORDATION RETURN TO:**

Ygrene Energy Fund Florida, LLC
2100 South McDowell Blvd
Petaluma, CA 94954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE
This property is located within the jurisdiction of a PACE Local Government that has placed an assessment on the property pursuant to Section 163.08 Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

SUMMARY MEMORANDUM OF AGREEMENT

This Summary Memorandum of Agreement, dated 05/08/2019, is between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified herein.

The district and the Owner entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") for the purpose of installing on the Property the Qualifying Improvements listed in Exhibit B.

Owner No. 1: [REDACTED]

Owner No. 2: [REDACTED]

Owner No. 3:

Owner No. 4:

Trust:

Legal Entity:

Project ID No.: FL-488-VXRT63

Folio Number: [REDACTED]

Property Street Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]



Inst. Number: [REDACTED] Page 2 of 4 Date: 6/17/2019 Time: 8:27 AM
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www.ygrene.com

The parties agreed that the District will collect a non-ad valorem special assessment to repay the costs for funding the Qualifying Improvements. The assessment to be levied on the Property constitutes a lien of equal dignity to county taxes and assessments that is effective from the date of recordation of this Summary Memorandum of Agreement. The final principal amount of the assessment and payment schedule will be set forth in an addendum to the Financing Agreement to be recorded in the public records of the applicable county upon completion of the installation of the Qualifying Improvements. Except as otherwise provided in the Financing Agreement, the Financing Agreement shall expire upon the final payment or full prepayment of the non-ad valorem special assessment.

Property Owner inquiries (including requests for early payoff) may be directed to: Toll-Free Telephone: 866-634-1358; Customer Service Email Address: customer.care@ygrene.com

DESCRIPTION OF ESTIMATED COSTS AND TERMS OF FINANCING

INTEREST RATE: 3.99 %

REPAYMENT TERM: 30 years

Maximum Annual Assessment* \$3,322.56

Ask the program administrator for the current collection fees being charged.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Inst. Number: [REDACTED] Page 3 of 4 Date: 6/17/2019 Time: 8:27 AM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

IMPORTANT SIGNATURE INSTRUCTIONS: PLEASE SIGN YOUR NAME EXACTLY AS DISPLAYED IN THE SIGNATORY FIELDS BELOW, INCLUDING THE TITLE IF APPLICABLE.

IF YOU ARE A TRUSTEE, PLEASE INCLUDE THE TITLE "TRUSTEE" AFTER YOUR SIGNATURE. EXAMPLE: John M. Smith, Trustee

E-SIGNATURE

WET SIGNATURE



SIGNATURE

6/13/19

DATE

Name of Signatory: [REDACTED]

Title of Signatory: [REDACTED]

DISTRICT

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF Pinellas)SS

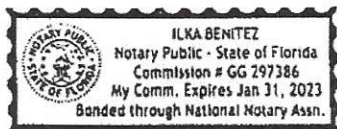
The foregoing instrument was acknowledged before me this 13 day of June, 2019, by

[REDACTED], who is/are personally known to me or who

has/have produced..... as identification.

[SEAL]

Ilka Benitez
Notary Public, State of Florida



PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

Inst. Number: [REDACTED] Page 4 of 4 Date: 6/17/2019 Time: 8:27 AM
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EXHIBIT A

PROPERTY (LEGAL DESCRIPTION)

[REDACTED]

EXHIBIT B

INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

Solar Water Heating, Solar PV System - Full System



Recording Requested by and
When recorded, return document and tax statement to:

Rachel D. Diao,
9320 MARTINIQUE DR
CUTLER BAY, FL 33189

(Space above this line for Recorder use only)

Termination of the Finance Agreement

Green Corridor Property Assessment Clean Energy (PACE) District

The GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, a public body corporate and politic ("District") and [REDACTED], as the record owner(s) ("Property Owner") of the fee title to the real property identified on Exhibit A (the "Property"), entered into an Agreement to Pay Assessments and Finance Qualifying Improvements ("Financing Agreement") on day of 7/16/2015, for the purpose of providing financing for certain improvements on the Property. In the Financing Agreement, the parties agreed that a non-ad valorem special assessment ("Assessment") shall be collected by the District to repay the costs for funding the improvements. A Summary Memorandum of Agreement, summarizing appropriate items of the Financing Agreement was recorded in the public records of Miami-Dade County on the 7/20/2015, in OR CFN [REDACTED] Book [REDACTED] Page [REDACTED], and the Addendum to the Summary was recorded in public records of Miami-Dade County on 11/8/2018, in OR CFN [REDACTED] Book [REDACTED] Page [REDACTED].

The Financing Agreement is being terminated hereby with the mutual agreement of the parties thereto. Accordingly, by its execution hereof, the District hereby releases, relinquishes and discharges its interest in said Financing Agreement, addendum and assessment.

Dated 8th day of April, 2019.

Signed, sealed and delivered
in the presence of:

DISTRICT

By: [Signature]

Name: [REDACTED]

Title: [REDACTED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Riverside

On April 8, 2019, before me, [REDACTED], personally appeared [REDACTED], who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public (seal)

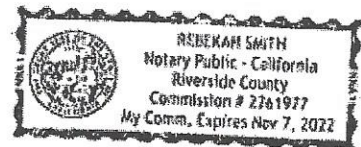


Exhibit A

Legal Description

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Make checks payable in U.S. funds to:
Ken Burton, Jr.
 Manatee County Tax Collector

2018 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
TAXES BECOME DELINQUENT APRIL 1ST

| PROPERTY I.D. # | REQUESTED BY ESCROW COMPANY | TAX DIST | UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL |
|-----------------|-----------------------------|----------|------------------------------------------------------|
| [REDACTED] | [REDACTED] | 0302 | [REDACTED] |

[REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]

PAD: [REDACTED]

AD VALOREM TAXES

| TAXING AUTHORITY | ASSESSED VALUE | EXEMPTIONS | TAXABLE VALUE | MILLAGE RATE (Per \$1000 of taxable value) | TAXES LEVIED |
|-----------------------------------------------|----------------|------------|---------------|-----------------------------------------------|--------------|
| BD OF COUNTY COMMISSIONERS (941-745-3730) | 14,500 | 14,500 | 0 | 5.2942 | 0.00 |
| TRANSPORTATION TRUST FUND (941-745-3730) | 14,500 | 14,500 | 0 | 0.2536 | 0.00 |
| LIBRARY OPERATIONS (941-745-3730) | 14,500 | 14,500 | 0 | 0.2475 | 0.00 |
| CHILDRENS' SERVICES (941-745-3730) | 14,500 | 14,500 | 0 | 0.3333 | 0.00 |
| PARKS & RECREATION (941-745-3730) | 14,500 | 14,500 | 0 | 0.3040 | 0.00 |
| 2003 G O REFUNDING I & S (941-745-3730) | 14,500 | 14,500 | 0 | 0.0000 | 0.00 |
| COUNTY UNINCORP - MSTU (941-745-3730) | 14,500 | 14,500 | 0 | 0.6109 | 0.00 |
| SCHOOL BOARD REQUIRED EFFORT (941-708-8770) | 14,500 | 14,500 | 0 | 4.0830 | 0.00 |
| SCHOOL BOARD BASIC DISCRETIONA (941-708-8770) | 14,500 | 14,500 | 0 | 1.7480 | 0.00 |
| SCHOOL BOARD CAPITAL IMPROVEME (941-708-8770) | 14,500 | 14,500 | 0 | 1.5000 | 0.00 |
| SOUTHWEST FLA WATER MG - DISTR (352-796-7211) | 14,500 | 14,500 | 0 | 0.2955 | 0.00 |
| MOSQUITO CONTROL DISTRICT (941-981-3895) | 14,500 | 14,500 | 0 | 0.1600 | 0.00 |
| WEST COAST INLAND NAVIGATION D (941-485-9402) | 14,500 | 14,500 | 0 | 0.0394 | 0.00 |
| CEDAR HAMMOCK FIRE RESCUE (941-751-7090) | 14,500 | 14,500 | 0 | 1.3000 | 0.00 |

QUALIFYING EXEMPTIONS:

HOMESTEAD

| | | | |
|-------------------------------|----------|-------------------------|--------|
| Tax Roll Certified 10/08/2018 | 16.16940 | AD VALOREM TAXES | \$0.00 |
|-------------------------------|----------|-------------------------|--------|

NON AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | RATE | AMOUNT |
|---------------------------------------------|-----------|--------|
| CEDAR HAMMOCK FIRE CONTROL (941-751-7090) | UNIT SIZE | 188.16 |
| GREEN CORRIDOR PACE DISTRICT (866-807-6864) | | 779.63 |

NON-AD VALOREM ASSESSMENTS

\$967.79

COMBINED TAXES AND ASSESSMENTS

\$967.79

| PROPERTY I.D. # | REQUESTED BY ESCROW COMPANY | TAX DIST | UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL |
|-----------------|-----------------------------|----------|------------------------------------------------------|
| 551260007 | [REDACTED] | 0302 | [REDACTED] |

AMOUNT DUE IF POSTMARKED BY PLEASE PAY IN US FUNDS TO KEN BURTON JR, TAX COLLECTOR PO BOX 25300 BRADENTON FL 34206-5300

| 12/04/2018 | 12/31/2018 | 01/31/2019 | 02/28/2019 | 03/31/2019 | April - Add'l fees due. See taxcollector.com |
|------------|------------|------------|------------|------------|----------------------------------------------|
| \$960.26 | \$962.15 | \$964.03 | \$965.91 | \$967.79 | |

PAY ONLINE OR RETURN WITH PAYMENT

PRIOR TO JUNE 30th

Green Corridor Property Assessment Clean Energy PARCEL PAYOFF QUOTE

Ownership Information: [REDACTED]

Assessor's Parcel No: [REDACTED]

Project: Green Corridor Broward

District: Green Corridor PACE

| Project ID No. | Original Lien Amount | Remaining Principal | Redemption Premium | Redemption Amount | Remaining Balance |
|----------------|----------------------|---------------------|--------------------|-------------------|-------------------|
| FL-15-YXAJTZ | \$22,552.87 | \$21,458.51 | 0.00% | \$0.00 | \$21,458.51 |

Escrow Fee: 55.00

PAYOFF AMOUNT: \$21,513.51 *

PAYOFF AMOUNT IS GOOD THROUGH JUNE 30, 2019

*The PAYOFF AMOUNT **does not include** the annual special tax payment for the current fiscal year. Any remaining special tax liability on the current year's roll must be paid with annual property taxes for this parcel.

Property owners can obtain an estimated tax payment for the current year by contacting Ygrene at 866-634-1358. Refer to your current year's property tax bill for the actual amount of the current year's payment.

Once the PAYOFF AMOUNT above is received and cleared in accordance with the REMITTANCE INFORMATION below, **AND** the annual special tax payment for fiscal year 2018/2019 is paid to your County Tax Collector's Office through your property tax bill, the lien on your property will be released.

REMITTANCE INFORMATION

Payment may **ONLY** be made via **cashier's check, money order, or title/escrow company check**. Personal checks are not accepted. **YOUR PAYMENT WILL BE RETURNED** if your check has a different amount than the PAYOFF AMOUNT listed above. **Wire transfers are not accepted.**

Please make your check payable to: Zion's Bank as Trustee for Green Corridor PACE

Remit your payment, along with a copy of your payoff statement, to Zions Bank at the address shown below:

Zions Bank, National Association

Attention: Corporate Trust Department

550 South Hope Street, Ste 2875

Los Angeles, CA 90071

Please reference your Project ID number(s) on your payment. If you need a new payoff, or have any questions, please feel free to call the undersigned at (866) 807-6864.

Payments will be **validated by Zions Bank** prior to acceptance. Any changes or modifications to this document will void the quote.

Willdan Financial Services (Agent for Ygrene)



PAYOFF QUOTE

After June 30th

Dated: 7/3/2019

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PROPERTY INFORMATION

PROPERTY OWNER(S):
PARCEL NUMBER:
PROPERTY ADDRESS:
COUNTY:

[REDACTED]
[REDACTED]
[REDACTED]
Broward

2

PAYOFF INFORMATION

PAYMENT GOOD THROUGH DATE:

3/15/2020

| PROJECT ID | ORIGINAL LIEN AMOUNT | OUTSTANDING PRINCIPAL | REDEMPTION PREMIUM | REDEMPTION AMOUNT | REMAINING BALANCE |
|------------------------------------------------|----------------------|-----------------------|--------------------|-------------------|--------------------|
| FL-15-YXAJTZ | \$22,552.87 | \$20,850.03 | 0.00% | \$0.00 | \$20,850.03 |
| TAX YEAR 2019 SPECIAL ASSESSMENT: ¹ | | | | | \$2,229.11 |
| PAYOFF PROCESSING FEE: ² | | | | | \$165.00 |
| TOTAL PAYOFF AMOUNT:³ | | | | | \$23,244.14 |
| MUST BE RECEIVED BY:⁴ | | | | | 3/15/2020 |

This quote is only valid if the escrow or cashier's check is physically received by 3/15/2020

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FOOTNOTES:

1. Current tax year assessments inclusive of principal and interest and annual collection fees calculated from July 1 through June 30. Upon receipt of the payoff, the Tax Year 2019 PACE assessment will be removed from your property tax bill and this will trigger your taxing authority to generate a corrected tax bill. If you do not receive a corrected tax bill, please contact your taxing authority.
2. Fee includes the removal of the assessments from the property tax bill, recording of the Satisfaction of Agreement with the County, and Escrow Agent fee.
3. Your payment will be returned if your check has a different amount other than the Total Payoff Amount.
4. Please send payment 5 to 7 days prior to Good Through Date to ensure receipt.

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PAYMENT INSTRUCTIONS

PLEASE REMIT TOTAL PAYOFF AMOUNT ABOVE BY ESCROW CHECK OR CASHIER'S CHECK WITH A COPY OF THIS PAYOFF QUOTE. NO PERSONAL CHECKS OR WIRE TRANSFERS WILL BE ACCEPTED.

PLEASE MAKE YOUR CHECK PAYABLE TO: ZIONS BANK AS TRUSTEE FOR GREEN CORRIDOR PACE
PLEASE REMIT PAYMENT BY U.S. OR CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE TO:

ZIONS BANK, NATIONAL ASSOCIATION
ATTENTION: CORPORATE TRUST DEPARTMENT
550 SOUTH HOPE STREET, SUITE 2875
LOS ANGELES, CA 90071

NOTICE:

Payments will be validated by Zions Bank prior to acceptance.
Any changes or modifications to this document will void the quote.
Payments received without a printed copy of this Payoff Quote will be returned.
Please allow 3 to 4 weeks to record the Satisfaction of Agreement with the County.
Please note that Zions Bank does not participate in the process of the Satisfaction of Agreement.
Please contact Willdan Financial Services for questions regarding this quote at 866-807-6864.
Ultimately the property owner is responsible for ensuring the property taxes are paid correctly and on time.



First American Title™

**Presented by the Florida Underwriting
and Education Teams**

Additional PACE Resources

www.floridapace.gov

www.pacenation.us

info@pacenow.org

www.ygrene.com

www.alliancenerg.com

<https://Renewfinancial.com>

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PACE Statute 163.08

163.08 Supplemental authority for improvements to real property.

—(1)(a) In chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources. That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security, and the reduction of greenhouse gases. In addition to establishing policies to promote the use of renewable energy, the Legislature provided for a schedule of increases in energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction. In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments. In the 2008 general election, the voters of this state approved a constitutional amendment authorizing the Legislature, by general law, to prohibit consideration of any change or improvement made for the purpose of improving a property's resistance to wind damage or the installation of a renewable energy source device in the determination of the assessed value of residential real property.

(b) The Legislature finds that all energy-consuming-improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production. Improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption. All improved properties not protected from wind damage by wind resistance qualifying improvements contribute to the burden affecting all improved property resulting from potential wind damage. Improved property that has been retrofitted with wind resistance qualifying improvements receives the special benefit of reducing the property's burden from potential wind damage. Further, the installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies. In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.



(c) The Legislature determines that the actions authorized under this section, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements and the related imposition of voluntary assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants.

(2) As used in this section, the term:

(a) “Local government” means a county, a municipality, a dependent special district as defined in s. 189.012, or a separate legal entity created pursuant to s. 163.01(7).

(b) “Qualifying improvement” includes any:

1. Energy conservation and efficiency improvement, which is a measure to reduce consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modifications to increase the use of daylight; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; and installation of efficient lighting equipment.

2. Renewable energy improvement, which is the installation of any system in which the electrical, mechanical, or thermal energy is produced from a method that uses one or more of the following fuels or energy sources: hydrogen, solar energy, geothermal energy, bioenergy, and wind energy.

3. Wind resistance improvement, which includes, but is not limited to:

- a. Improving the strength of the roof deck attachment;
- b. Creating a secondary water barrier to prevent water intrusion;
- c. Installing wind-resistant shingles;
- d. Installing gable-end bracing;
- e. Reinforcing roof-to-wall connections;
- f. Installing storm shutters; or



g. Installing opening protections.

(3) A local government may levy non-ad valorem assessments to fund qualifying improvements.

(4) Subject to local government ordinance or resolution, a property owner may apply to the local government for funding to finance a qualifying improvement and enter into a financing agreement with the local government. Costs incurred by the local government for such purpose may be collected as a non-ad valorem assessment. A non-ad valorem assessment shall be collected pursuant to s. 197.3632 and, notwithstanding s. 197.3632(8)(a), shall not be subject to discount for early payment. However, the notice and adoption requirements of s. 197.3632(4) do not apply if this section is used and complied with, and the intent resolution, publication of notice, and mailed notices to the property appraiser, tax collector, and Department of Revenue required by s. 197.3632(3)(a) may be provided on or before August 15 in conjunction with any non-ad valorem assessment authorized by this section, if the property appraiser, tax collector, and local government agree.

(5) Pursuant to this section or as otherwise provided by law or pursuant to a local government's home rule power, a local government may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements.

(6) A qualifying improvement program may be administered by a for-profit entity or a not-for-profit organization on behalf of and at the discretion of the local government.

(7) A local government may incur debt for the purpose of providing such improvements, payable from revenues received from the improved property, or any other available revenue source authorized by law.

(8) A local government may enter into a financing agreement only with the record owner of the affected property. Any financing agreement entered into pursuant to this section or a summary memorandum of such agreement shall be recorded in the public records of the county within which the property is located by the sponsoring unit of local government within 5 days after execution of the agreement. The recorded agreement shall provide constructive notice that the assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation.

(9) Before entering into a financing agreement, the local government shall reasonably determine that all property taxes and any other assessments levied on the same bill as



property taxes are paid and have not been delinquent for the preceding 3 years or the property owner's period of ownership, whichever is less; that there are no involuntary liens, including, but not limited to, construction liens on the property; that no notices of default or other evidence of property-based debt delinquency have been recorded during the preceding 3 years or the property owner's period of ownership, whichever is less; and that the property owner is current on all mortgage debt on the property.

(10) A qualifying improvement shall be affixed to a building or facility that is part of the property and shall constitute an improvement to the building or facility or a fixture attached to the building or facility. An agreement between a local government and a qualifying property owner may not cover wind-resistance improvements in buildings or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.

(11) Any work requiring a license under any applicable law to make a qualifying improvement shall be performed by a contractor properly certified or registered pursuant to part I or part II of chapter 489.

(12)(a) Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the property, the total amount of any non-ad valorem assessment for a property under this section may not exceed 20 percent of the just value of the property as determined by the county property appraiser.

(b) Notwithstanding paragraph (a), a non-ad valorem assessment for a qualifying improvement defined in subparagraph (2)(b)1. or subparagraph (2)(b)2. that is supported by an energy audit is not subject to the limits in this subsection if the audit demonstrates that the annual energy savings from the qualified improvement equals or exceeds the annual repayment amount of the non-ad valorem assessment.

(13) At least 30 days before entering into a financing agreement, the property owner shall provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into a financing agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. A verified copy or other proof of such notice shall be provided to the local government. A provision in any agreement between a mortgagee or other lienholder and a property owner, or otherwise now or hereafter binding upon a property owner, which allows for acceleration of payment of the mortgage, note, or lien or other unilateral modification solely as a result of entering into a financing agreement as provided for in this section is not enforceable. This subsection does not limit



the authority of the holder or loan servicer to increase the required monthly escrow by an amount necessary to annually pay the qualifying improvement assessment.

(14) At or before the time a purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

Qualifying Improvements for energy efficiency, renewable energy, or wind resistance.

—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

(15) A provision in any agreement between a local government and a public or private power or energy provider or other utility provider is not enforceable to limit or prohibit any local government from exercising its authority under this section.

(16) This section is additional and supplemental to county and municipal home rule authority and not in derogation of such authority or a limitation upon such authority.

Florida PACE Districts and Providers

Florida Resiliency and Energy District ("FRED")

Commercial Providers

Multiple Providers

Florida PACE Funding Agency ("FPFA")

Commercial Provider

Counterpointe SRE

Residential Providers

FortFI

PACE Funding Group

Green Corridor PACE District

Residential and Commercial Provider

Ygrene

Florida Green Finance Agency ("FGFA")

Commercial Provider

Petros PACE Finance

Residential Provider

Renew Financial