



WOLTZ
& ASSOCIATES
INC.
BROKERS & AUCTIONEERS

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AUCTION REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check either **A** or **B** below.)

- A. _____ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. _____ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 2 day of February 2026, between Grindstone Partners, Ceres Consulting, Salisbury Land, & Whitehall Land, LLC (**Circle/Strikethrough**) ("Seller"),

_____, ("Buyer"), and
Woltz & Associates, Inc. ("Agent").

W-I-T-N-E-S-S-E-T-H:

REAL PROPERTY: Buyer agrees to buy, and Seller agrees to sell the land, all improvements thereon in the County of Charlotte, Lee, or Sarasota (Select), Florida; Auction Tracts _____ as shown and described on the attached Exhibit A _____, (the "Property"). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is _____ Dollars (\$_____) ("Purchase Price").

DEPOSIT: The Buyer has made a **NONREFUNDABLE** deposit of:

Dollars (\$_____) ("Deposit") by _____ [Insert Check, Cash, or Wire] in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or

before March 4, 2026 for Vacant Lots and March 16, 2026 for Houses (the “**Settlement Date**”). If closing does not occur on or before Settlement Date, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a General Warranty Deed, same to be prepared at the expense of the Seller and the cost of Florida Grantor’s tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

LEAD PAINT: All parties to this Agreement acknowledge that the dwelling was built () before January 1, 1978, or (X) after January 1, 1978. For all homes built prior to January 1, 1978, a Lead-Based Paint Disclosure is hereby attached and made a part of this Agreement. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

RESIDENTIAL PROPERTY DISCLOSURE: The Buyer has ()/ has not () been furnished a Residential Property Disclosure form prior to signing this Agreement. Buyer acknowledges that it has inspected the above-described Property to its satisfaction, and agrees to accept the Property in its present condition unless otherwise specified herein.

PROPERTY OWNER’S ASSOCIATION DISCLOSURE: The Seller represents that the Property () is, OR () is not located within a development which is subject to the Florida Property Owners Association Act (Statute §720.401 of the Code of Florida) (the “Act”).

MECHANIC’S LIEN DISCLOSURE: (a) Florida law (Florida Statute §713.015.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvement of any building or structure permanently annexed to the Property shall have a lien, if perfected, against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work thereon is otherwise terminated. **AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that: No labor or materials have been furnished to the Property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, all offers shall be presented and considered without regard to race, color, religion, sex, disability, familial status, elderliness, national origin, sexual orientation, gender identity, status of a veteran or source of funds as well as all classes protected by the laws of the United States, the State of Florida, and applicable local jurisdiction.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Florida Statute Section §943.0435. Such information may be obtained by contacting your local police department or the Florida Department of Law Enforcement, at 888-357-7332 or <https://offender.fdle.state.fl.us/offender/sops/home.jsf#> or emailing sexpred@fdle.state.fl.us.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If Seller or Buyer defaults under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expense incurred by non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Payment of a commission as the result of a transaction relating to the property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party, Agent, or Company in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sales price of the Property pursuant to the terms of the Listing Contract.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS." Buyer agrees to comply with all terms and conditions. The Buyer's decision to purchase is based upon Buyer's due diligence rather than upon any information provided by Agent, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property. The Property is sold subject to applicable zoning.

COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

LAND USE ASSESSMENT: In the event, the Property is taxed under land use assessment, and this sale results in disqualification from land use eligibility, Seller shall pay any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Buyer agrees to make application, at Buyer's expense, for continuation under land use and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive settlement and the delivery of the deed of bargain and sale.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other party. In no event shall any like-kind exchange contemplated by this provision cause an extension of the date

of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: The Seller will pay for title insurance, so closing will be through Ralph Mills and Town & Country Title Guaranty of Hollywood, Inc. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the Agreement between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Florida and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement service guidelines: The Florida State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of Section §626.8473 of the Code of Florida.

ADDITIONAL TERMS AND CONDITIONS: _____

APPLICABLE LAW: This Agreement shall be construed under the laws of the State of Florida.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

[Signatures on next page]

WITNESS the following signatures and seals.

Buyer	(Seal)	Date
Buyer	(Seal)	Date

SELLER: Grindstone Partners

(Seal) _____
(Seal) _____
Date _____
Date _____

SELLER: Ceres Consulting

(Seal) _____
(Seal) _____
Date _____
Date _____

SELLER: Salisbury Land

SELLER: Whitehall Land, LLC

Deed To: _____

Agent: Woltz & Associates, Inc.

By: _____
Its: Agent

Buyer's Address: _____

Buyer's Phone: _____

Buyer's Email: _____

Buyer's choice of settlement services: _____

Address: _____

Phone: _____

BROKER PARTICIPATION

Participation Firm: _____

Firm Phone No.: _____ Fax No.: _____

Selling Agent: _____

Agent's Phone: _____

Agent's Email: _____

Agent's Signature: _____

EXHIBIT A

Legal Description

PROPERTY: All parcels located in Charlotte, Lee, or Sarasota County, Florida.

Auction Tract	Property Address	Tax ID Charlotte County	Seller	Contract Sale Price
1	15209 Lakeland Cir., Port Charlotte, FL 33981	412127157003	Grindstone Partners, LLC	\$
2	15213 Brainbridge Cir., Port Charlotte, FL 33981	412127307008	Grindstone Partners, LLC	\$
3	8104 Norton Rd., Port Charlotte, FL 33981	412115153001	Grindstone Partners, LLC	\$
4	8074 Welsford Rd., Port Charlotte, FL 33981	412116231004	Grindstone Partners, LLC	\$
5	15031 Wichita Rd., Port Charlotte, FL 33981	412127105010	Grindstone Partners, LLC	\$
6	15039 Wichita Rd., Port Charlotte, FL 33981	412127105009	Grindstone Partners, LLC	\$
7	10377 St. Paul Dr., Port Charlotte, FL 33981	412126426015	Grindstone Partners, LLC	\$
8	15044 Wichita Rd., Port Charlotte, FL 33981	412127102004	Grindstone Partners, LLC	\$
9	10311 Redondo St., Port Charlotte, FL 33981	412129329005	Grindstone Partners, LLC	\$
10	10099 Boylston St., Port Charlotte, FL 33981	412129134002	Grindstone Partners, LLC	\$
11	13340 Amaryllis Cir., Port Charlotte, FL 33981	412120335014	Ceres Consulting, LLC	\$
12	9214 Rosebud Cir., Port Charlotte, FL 33981	412122180018	Ceres Consulting, LLC	\$

13	14894 Wichita Rd., Port Charlotte, FL 33981	412128232004	Ceres Consulting, LLC	\$
14	14902 Wichita Rd./14910 Wichita Rd, Port Charlotte, FL 33981	412128232003	Ceres Consulting, LLC	\$
15	15581 Autry Cir., Port Charlotte, FL 33981	412122478006	Grindstone Partners, LLC	\$
16	15651 Margo Cir., Port Charlotte, FL 33981	412115202024	Grindstone Partners, LLC	\$
17	15435 Seafoam Cir., Port Charlotte, FL 33981	412115431007	Grindstone Partners, LLC	\$
18	10181 Kingsville Dr./14150 Fort Worth Cir., Port Charlotte, FL 33981	412128178005	Grindstone Partners, LLC	\$
19	14411 Aurella Cir., Port Charlotte, FL 33981	412128129005	Ceres Consulting, LLC	\$
20	15451 Aqua Cir., Port Charlotte, FL 33981	412122229009	Ceres Consulting, LLC	\$
21	8064 Welsford Rd., Port Charlotte, FL 33981	412116231003	Ceres Consulting, LLC	\$
22	9307 Waldrep St. or 9315 Waldrep St., Port Charlotte, FL 33981	412120330002	Salisbury Land, LLC	\$
23	15427 Seafoam Cir., Port Charlotte, FL 33981	412115431008	Grindstone Partners, LLC	\$
24	La Suiza St. lot 14, North Port, FL 34288	1120156514	Grindstone Partners, LLC	\$
25	Daphne Rd., lot 35, North Port, FL 34288	1139179135	Grindstone Partners, LLC	\$
26	Derrick St., lot 19, North Port, FL 34288	1141177119	Grindstone Partners, LLC	\$
27	2312 NW 37th Ave., Cape Coral, FL 33993	10038434	Whitehall Land, LLC	\$

28	15715 Viscount Cir, Port Charlotte, FL 33981	412115383004	Ceres Consulting, LLC	\$
			Total:	\$