BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA REALTY

Flood Disclosure – Sale of Property

Florida Statute 689.302 requires a Seller to complete and provide a flood disclosure to a Buyer of residential real property **at or before** the time the sales contract is executed.

Therefore, the Seller, DIANE T NAGEL, provides the Buyer the following flood disclosure **at or before** the time the sales contract is executed with regard the to the Property located at:

1190 SHADY LN, MERRITT ISLAND, FL 32952-6043 .

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller ☐ has ☑ has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
(2) Seller ☐ has ☑ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
(3) Seller ☐ has ☑ has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
(4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete
inundation of the property caused by any of the following:
   a. The overflow of inland or tidal waters.
   b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
   c. Sustained periods of standing water resulting from rainfall.

Seller: Diane Nagel Date: 03/31/2026

Seller: ______________________ Date: ______________

Buyer: ______________________ Date: ______________

Buyer: ______________________ Date: ______________

Copy provided to Buyer on 03/31/2026 12:24 PM by ☑ email ☐ facsimile ☐ mail ☐ personal delivery.

Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 1190 SHADY LN, MERRITT ISLAND, FL 32952-6043 ("Property").
[*Insert Property Address*]

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer 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 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.

[*Seller(s), please select only one of the 2 options below.*]

DN Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

OR

__________ Initials I (We)/Seller(s) attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

Diane Nagel	
Seller	**Seller**
Date: 03/31/2026	Date:
Buyer	**Buyer**
Date:	Date:

PACE – BHHSFR Rev. 2/2025