

PROPERTY INFORMATION PACKAGE

**Prestigious Coconut Grove Estate Home
3659 Bayview Road
Coconut Grove, Florida**

To Be Sold to the Highest and Best Bidder at or above \$790,000.00



Saturday, December 17th, 2011@ 11:00 A.M., E.T., ONSITE

**www.fisherauction.com
800.331.6620**



Disclaimer Statement

REAL ESTATE AUCTION

Prestigious Coconut Grove Estate Home

3659 Bayview Road, Coconut Grove, Florida 33133

Saturday, December 17, 2011 @ 11:00 AM ET

THIS PROPERTY INFORMATION PACKAGE HAS BEEN PREPARED SOLELY FOR INFORMATION PURPOSES TO ASSIST A POTENTIAL BIDDER IN DETERMINING WHETHER IT WISHES TO PROCEED WITH AN IN-DEPTH INVESTIGATION OF THE PROPERTY. THE SELLER AND ITS AGENTS, FISHER AUCTION COMPANY AND RE/MAX PREMIER ASSOCIATES SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THIS PROPERTY INFORMATION PACKAGE OR OF ANY OF ITS CONTENTS. ALL FINANCIAL INFORMATION IS PROVIDED FOR GENERAL REFERENCE PURPOSES ONLY. THE PROPERTY IS BEING SOLD IN "AS IS," "WHERE IS" CONDITION AS OF THE DATE OF THE CLOSING THEREON. THE SELLER WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. THE SELLER, FISHER AUCTION COMPANY AND RE/MAX PREMIER ASSOCIATES SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY DISCUSSED IN THIS PROPERTY INFORMATION PACKAGE. THE SELLER, AUCTION COMPANY AND RE/MAX PREMIER ASSOCIATES HAVE ONLY LIMITED KNOWLEDGE OF THE CONDITION OF PROPERTY. THE PURCHASE OF THE PROPERTY WILL BE BASED SOLELY ON A BUYER'S OWN INDEPENDENT INVESTIGATION AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE SELLER, FISHER AUCTION COMPANY AND RE/MAX PREMIER ASSOCIATES.

I. Executive Summary

Property Summary

The Standard of Excellence

www.fisherauction.com

Prestigious Coconut Grove Estate Home 3659 Bayview Road Coconut Grove, Florida

To Be Sold to the Highest and Best Bidder at or above \$790,000.00



Auction Date / Time:	Saturday, December 17 th , 2011@ 11:00 A.M., E.T.
Auction Location:	Auction Conducted on the Premises: 3659 Bayview Road Coconut Grove, Florida 33133
Property Tours:	Call Ana Lucia Eisner @ 305.336.4217 to schedule a Property Tour
Auction Day Escrow Deposits:	■ A \$50,000.00 Cashier's Check or Certified Funds made payable to Newman Title Insurance Agency ■ The Total Deposit required on Auction Day is 10% of the Contract Price. Therefore, an Additional Deposit will be required in the form of a Business or Personal Check. ■ The Total Deposit required on Auction Day is 10% of the Total Contract Price. Therefore, an Additional Deposit will be required in the form of a Business or Personal Check from a U.S. Bank
Broker Participation:	■ 3% of the Bid Price ■ Call 800.331.6620 or visit www.fisherauction.com for the Mandatory Real Estate Buyer Broker Participation Registration Form

Property Highlights

- Custom Old Florida Style Two Story Estate Home
- Located in Prestigious Coconut Grove
- Subdivision is bordered by Biscayne Bay to the East
- Spacious 4,854± SF Living Area / Total of 7,061± SF
- Oversized Kidney Shaped Swimming Pool with expansive Deck Area
- Brick Circular Driveway with Fenced Access
- Convenient to US 1, I-95, and Miami International Airport
- Close proximity to Miami, South Beach, Major Shopping, Cultural and Entertainment Venues

Property Summary

The Standard of Excellence

www.fisherauction.com

<u>Property Address:</u>	3659 Bayview Road, Coconut Grove, Florida 33133
<u>Property Description:</u>	Four (4) Bedroom and Four (4) Bathroom Two Story Custom Estate Home in Prestigious Coconut Grove, Florida
<u>Property Directions:</u>	From US1 travel South on S.W. 37 th Avenue to Main Highway. Turn left on Main Highway and immediately right on Bayview Road to address.
<u>Location Description:</u>	■ Prestigious Coconut Grove location bordered by Biscayne Bay ■ Close proximity to Miami, South Beach, Major Shopping, Restaurants, Banking and Entertainment
<u>Legal Description:</u>	21-28 54 41 PB 2-33 EWANTON HEIGHTS A SUB OF PART OF LOT M LOT K AND PROP INT IN & TO COMMON ELEMENTS NOT DEDICATED TO PUBLIC
<u>Improvement Data:</u>	■ Four (4) Bedrooms and Four (4) Bathrooms ■ Total of 7,061± Square Feet ■ 4,854± Square Feet Under Air
<u>Land Size:</u>	■ .27± Acres ■ 100± Ft. x 120± Ft. ■ 12,000± Square Feet
<u>2010 Real Estate Taxes:</u>	■ \$33,297.00 ■ Parcel No. 01-41-28-009-0240 ■ Tax Assessment Value of \$1,110,065.00
<u>Flood Zone:</u>	■ Zone X ■ FEMA Map No. 12086C0459L
<u>Utilities:</u>	■ Water – Supplied by City of City of Coconut Grove ■ Sewer – Supplied by City of City of Coconut Grove ■ Electrical – Supplied by Florida Power & Light ■ Telephone – Supplied by AT&T
<u>Construction:</u>	CBS
<u>Year Built:</u>	Approximately 1922/Renovations in 2006
<u>Air Conditioning:</u>	Two (2) Zone Central Air and Heat
<u>Flooring:</u>	Cuban, Mexican Tile and Jerusalem Stone
<u>Windows:</u>	Casement Type
<u>Roof:</u>	Shingle

Property Summary

The Standard of Excellence

www.fisherauction.com

Irrigation System:

Automatic Timer

Garage:

Two (2) Car with Automatic Door Opener

Interior Features:

- Custom Marble and Hardwood Flooring throughout
- Ten (10) Foot Ceilings Throughout
- Updated Kitchen and Bathrooms
- Custom Wood Burning Fireplace

Exterior Features:

- Circular Brick Driveway and Perimeter Security Fence
- Custom Landscaping
- Expansive Pool Deck overlooking Oversized Kidney Shaped Pool

Complete Property Information Package is and may be downloaded via our website at www.fisherauction.com

The information above has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is your responsibility to independently verify the accuracy and completeness of the information.

Exterior Photographs



Exterior Photograph



Interior Photograph



Interior Photographs



Interior Photographs



Interior Photographs



Interior Photographs



Interior Photographs



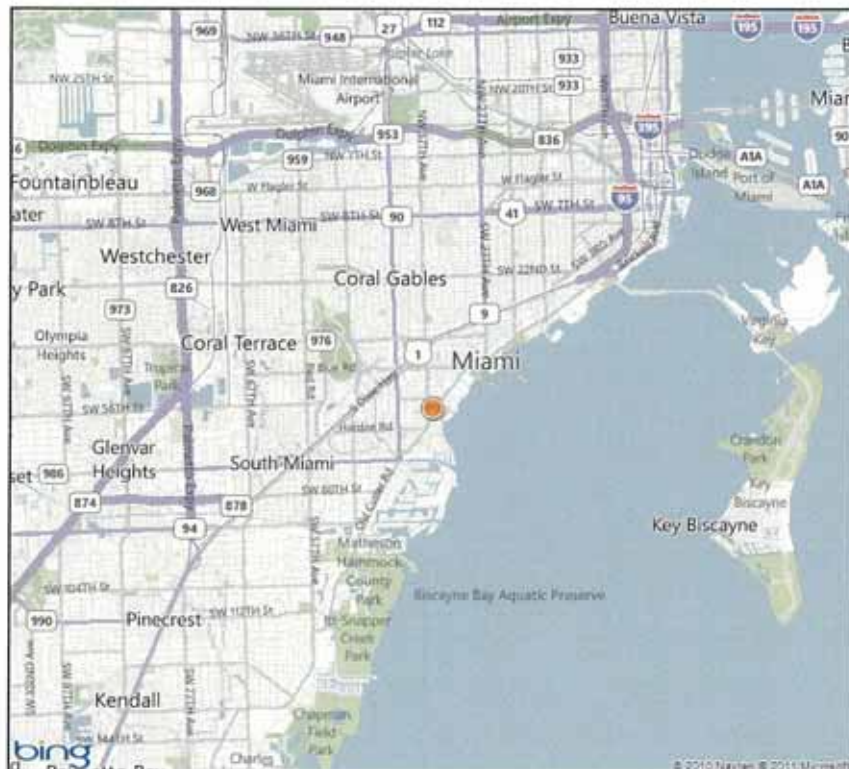
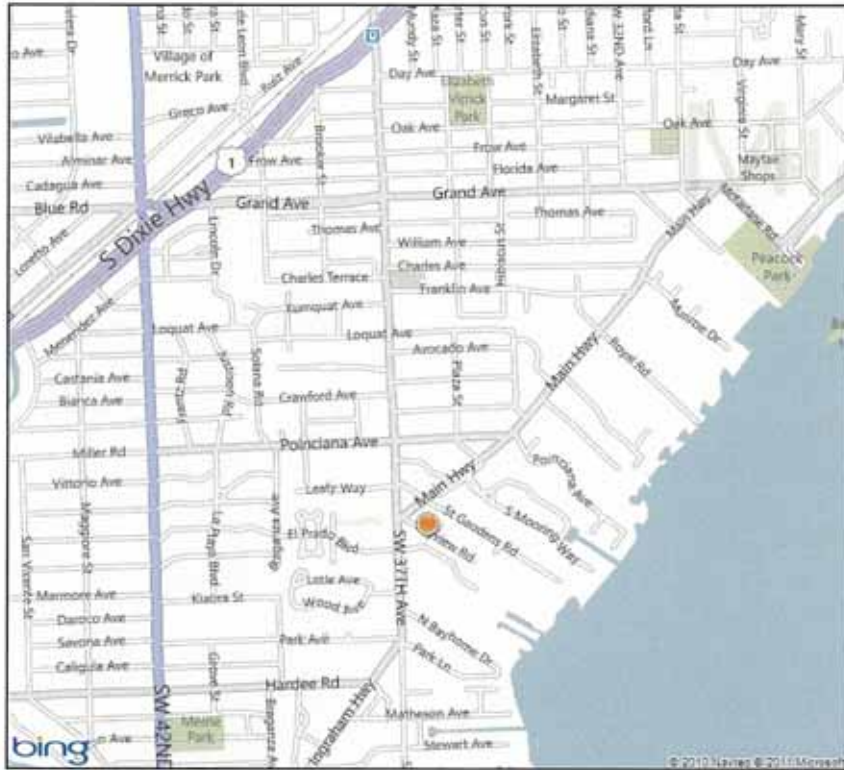
Aerials



LOCATION MAPS

3659 Bayview Road, Coconut Grove, Florida 33133

From US1 travel South on S.W. 37th Avenue to Main Highway. Turn left on Main Highway and immediately right on Bayview Road to address.



II. Floor Plans / Survey /
Building Sketches / Plat

fisherauction.com

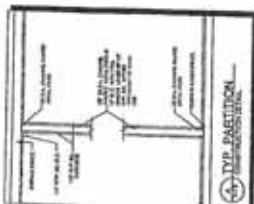
The Standard of Excellence

RE/MAX
PREMIER ASSOCIATES

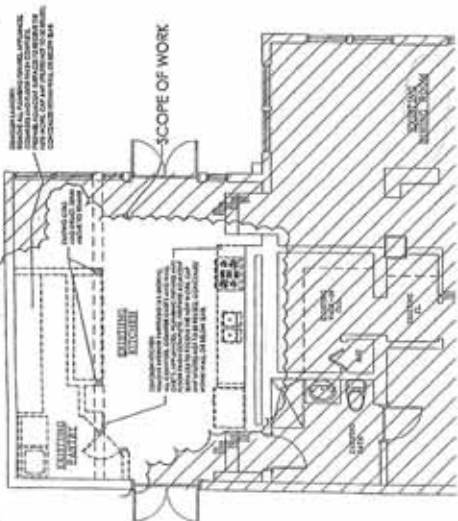


FISHER
AUCTION COMPANY

CONSTRUCTION NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.



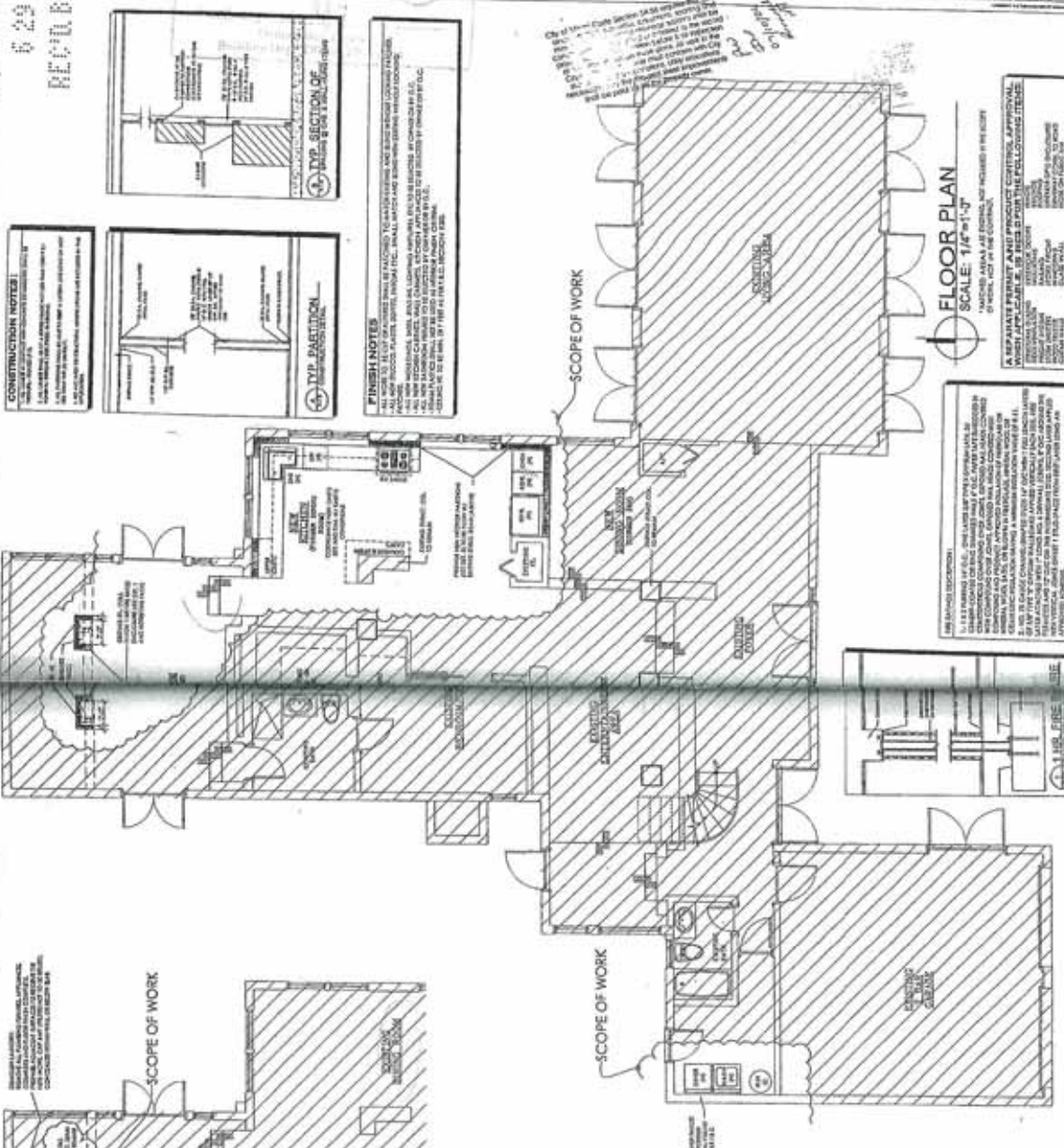
FINISH NOTES:
1. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
3. ALL FINISHES SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL FINISHES SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.



PARTIAL DEMO PLAN
SCALE: 1/8"=1'-0"

DEMO LEGEND:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.

GENERAL DEMOLITION NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.



FLOOR PLAN
SCALE: 1/8"=1'-0"

A SEPARATE PERMIT AND PRODUCT CONTROL APPROVAL MUST APPLY TO EACH OF THE FOLLOWING ITEMS:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF MIAMI DEPARTMENT OF PUBLIC WORKS, DIVISION OF INSPECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.

SCALE 1" = 20'

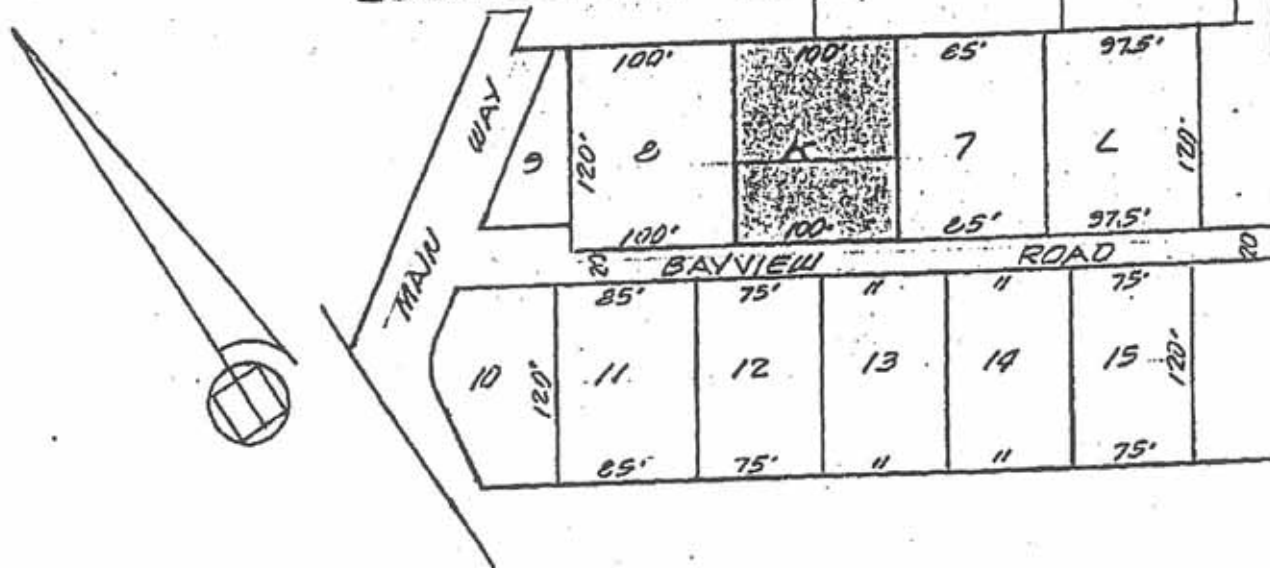
Debra Jones
Executive Director



B-THE E. OF Bayview Road is $(S 56^{\circ} 15' - 36^{\circ} E)$

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM THE SUBJECT PROPERTY FALLS IN FLOOD ZONE:	COMMUNITY No:	PANEL No:	SUFF:	DATE OF FIRM	FIRM ZONE:	DATED FLOOD ELEV:
	120650	190	J	7-17-95	X	N/A.

LOCATION MAP (NT.S)



PROPERTY ADDRESS: 3659 Bayview Road Miami, Florida 33133.

LEGAL DESCRIPTION: Lot K "EWANTON HEIGHTS", according to the plat thereof, as recorded in Plat Book 2, at Page 33, of the Public Records of Miami-Dade County, Florida.

FOR: ALMA R. VAZQUEZ.

CERTIFY TO: ALMA R. VAZQUEZ.
BRITO & YOUNG, P.L.C.
ATTORNEYS' TITLE INSURANCE FUND, INC.
UNIBANK, its successors and/or assigns
as their interest may appear.

SURVEYOR'S NOTES

- 1) This survey was conducted for the purpose of a "Boundary Survey" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 2) The accuracy obtained by measurements and calculations on this survey, meets and exceeds the Minimum Technical Standards requirements for a Suburban class (1 foot in 7,000 feet) as specified in Chapter 81G17-6, Florida Administrative Code.
- 3) This Survey does not reflect or determine ownership.
- 4) Legal description was provided by the client and is subject to any dedications, limitations, restrictions, reservations or easements of record.
- 5) Examination of the Abstract of Title will have to be made to determine recorded instruments, if any affecting the property; search of Public Records not performed by this office except those shown on the corresponding record plat, therefore we do not imply or accept responsibility for any Easement, Dedication or Limitation for which information was not furnished by the client or not shown on the record plat.
- 6) No effort was made by this office to locate any underground utilities and/or structures within or abutting the subject property.
- 7) This survey has been prepared for the exclusive use of the written named herein only and the certificate hereon do not extend to any unnamed parties.
- 8) This survey was prepared for a Mortgage Transaction only; Not to be used for design and/or construction purposes without the consent of this office.
- 9) Utility facilities within Utility Easements not noted as violations.
- 10) Easements or portions thereof within Easements not noted as violations or encroachments.
- 11) Foundations and/or footings underneath the ground surface that may cross beyond the boundary lines of the parcel described herein are not shown.
- 12) All Iron Pipes or Re-bar bands and shown on the sketch of survey have no caps unless otherwise stated.
- 13) Fence ownership determined by visual means only if any; Legal ownership not determined.
- 14) Contact the appropriate authorities prior to any design work on the herein-described parcel for Building and Zoning Information.
- 15) Professional Land Surveyor and Mapper in responsible charge: Ricardo Ortiz LS 4312, State of Florida.
- 16) This survey is not valid without the signature and the sealed seal of a Florida Licensed Land Surveyor and Mapper.
- 17) I hereby certify to the above named firm and/or person that the Sketch of Survey of the described property is true and correct to the best of my knowledge and belief, as recently surveyed and plotted under my direction also that meets the Minimum Technical Standards set in Chapter 81G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

ABBREVIATIONS

R/W (Owner)	RIGHT OF WAY	ENC.	ENCLOSURE
CL	MEASURED	C.P.	CORNER
CD	RECORD	W.F.	WOOD FENCE
CLP	CALCULATED	CONC.	CONCRETE
F.P.	FOUND IRON PIPE	C.P.	CONCRETE POLE
W	FOUND IRON PIPE	W/A	WATER
PD/H	FOUND DRILL HOLE	W/A	WATER HOLE
F.A.	FOUND HOLE	W/A	WATER HOLE
F.A.B.	FOUND HOLE & BENCH	W/A	WATER HOLE
C.A.	CONCRETE BLOCK	W/A	WATER HOLE
C/S	CATCH BASIN	W/A	WATER HOLE
(TYP)	TYPICAL	W/A	WATER HOLE
CL	CORNER LINE	W/A	WATER HOLE
	PROPERTY LINE	W/A	WATER HOLE
	PROPERTY LINE	W/A	WATER HOLE
	PROPERTY LINE	W/A	WATER HOLE

PREPARED BY
CLINTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF SURVEYOR #LS 4312
2300 S.W. 23RD TERRACE
MIAMI, FLORIDA 33185
(305) 230-0773

[Signature] 654312
BY: RICARDO ORTIZ LS 4312
OR: RICARDO ORTIZ LS 4312
PROFESSIONAL LAND SURVEYOR
& MAPPER, STATE OF FLORIDA

DATE	JOB NUMBER	SKETCH NUMBER	DRAWN BY	REVISIONS
8-13-05	5-23047	20629	LOZANO	

Building Sketch

Borrower/Client	Not a Loan				
Property Address	3659 Bayview Rd				
City	Coconut Grove	County	Miami-Dade	State	FL
				Zip Code	33133-6502
Lender	Alamex Corporation				

Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	3137.5	3137.5
GLA2	Second Floor	1716.7	1716.7
P/P	Patio	1743.2	1743.2
GAR	Garage	464.4	464.4
Net LIVABLE Area (Rounded)		4854	

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
21.5 x	29.5	634.3
0.5 x	32.8	16.4
31.0 x	48.0	1488.0
20.0 x	20.9	418.0
14.2 x	20.7	293.9
9.9 x	13.7	135.6
3.4 x	44.5	151.3
Second Floor		
21.5 x	31.5	677.3
19.0 x	33.9	644.1
9.7 x	25.4	246.4
5.0 x	5.0	25.0
10.0 x	12.4	124.0
12 Items (Rounded)		4854

III. General Terms and Conditions of
Sale / Broker Participation
Registration Form

fisherauction.com

The Standard of Excellence

RE/MAX
PREMIER ASSOCIATES



FISHER
AUCTION COMPANY

GENERAL TERMS AND CONDITIONS OF SALE

REAL ESTATE AUCTION Prestigious Coconut Grove Estate Home 3659 Bayview Road, Coconut Grove, Florida 33133 Saturday, December 17, 2011 @ 11:00 AM ET

Please review this document carefully. In order to register and receive a Bidder's Number, a Bidder must sign their Acknowledgment and Acceptance of these General Terms and Conditions of Sale, which will be incorporated into the Real Estate Sales Contract.

1. AUCTION DATE / PLACE / TIME:

The Auction ("Auction") shall be held on Saturday, December 17, 2011, onsite at 3569 Bayview Road, Coconut Grove, Florida 33133. The Auction will commence at approximately 11:00 A.M. E.T.

2. AUCTION REGISTRATION:

Registration will begin one (1) hour prior to the Auction time. Registration is required to become a qualified and eligible bidder ("Bidder") at the Auction. To register, a prospective Bidder must:

(a) Provide Bidder's full name, company name, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a State valid driver's license number, or a valid passport and the name(s) and / or entity in which the Bidder will take title to the Property.

(b) Present (for review) at registration a Cashier's Check or Certified Funds (no exceptions) in the amount of \$50,000.00 payable in U.S. Funds to Newman Title Insurance Agency. If desired, Bidders may wire transfer said deposit no later than two (2) business days prior to the Auction date. (Call 800.331.6620 for wiring instructions).

(c) Sign an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

3. HIGHEST BID, TOTAL PURCHASE PRICE, ESCROW DEPOSITS, REAL ESTATE SALES CONTRACT:

(a) The Highest Bidder on the Property will be required to execute, as Buyer ("Buyer"), the Real Estate Sales Contract ("Contract") immediately following the conclusion of the Auction, with no changes / exceptions, and tender the escrow deposits so required. The Highest Bidder's deposit stated in 2(b) ("Initial Deposit") shall be delivered to Newman Title Insurance Agency, as Settlement Agent, for deposit into their escrow account and held in escrow as a required deposit pursuant to the terms of the Contract.

(b) An additional deposit ("Additional Deposit") equal to the difference between 10% of the Total Purchase Price and the Initial Deposit, will also be due Auction Day in the form of a personal or business check from a U.S. Bank payable to Newman Title Insurance Agency and delivered to Newman Title Insurance Agency, as Settlement Agent, for deposit into their escrow account and held in escrow as a required deposit pursuant to the terms of the Contract.

(c) The amount of (i) the Highest Bid AND (ii) 10% of the Highest Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for the Property to be purchased by the Buyer under the Contract.

4. CLOSING AND PAYMENT OF TOTAL PURCHASE PRICE:

(a) The Closing ("Closing") will be on or before Monday, January 16, 2012. The Closing will be coordinated through the offices of the Settlement Agent; Newman Title Insurance Agency, 1877 S. Federal Highway, Ste. 304, Boca Raton, FL 33432, Telephone: 561.368.3533; Facsimile: 561.368.2081.

(b) The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediate funds, pursuant to written instructions from the Settlement Agent. Buyer shall receive credit for the Initial Deposit and the Additional Deposit, upon clearance, which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.

(c) Time shall be of the essence as to Buyer's obligations as described in the Contract.

5. TITLE INSURANCE and ZONING:

(a) Seller will provide at its cost, a Commitment ("Commitment") to issue an Owner's Title Insurance Policy for the Property at the promulgated rate as required by and provided in applicable Florida Statutes, Codes, Rules and Regulations (including the Florida Administrative Rules). The Commitment and Owner's Title Insurance Policy will be issued by the Settlement Agent through Old Republic National Title.

(b) Except as provided for herein, it is understood and agreed that fee simple title to the Property being sold to the Buyer is free and clear of liens.

(c) The Seller will convey title by a General Warranty Deed (the "Deed").

(d) Title to the Property will be subject to the exceptions set forth in the proposed Commitment ("Permitted Exceptions"). Buyer agrees to take title to the Property subject to the Permitted Exceptions.

(e) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due

and payable and all taxes and assessments for the year of Closing and all subsequent years not yet due and payable, (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract; and (v) such other items that will not make the Property unusable or unmarketable for the purposes for which it is currently used.

(f) Seller is not providing to Buyer any survey of the Property. In the event Buyer desires to obtain a survey of the Property, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing.

6. BUYER'S NOTE:

(a) The sale of the Property is an "All Cash" transaction and shall not be subject to any financing, other contingencies, or post due diligence.

(b) The Seller, Fisher Auction Company and RE/MAX Premier Associates, their representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and material. The Seller, Fisher Auction Company and RE/MAX Premier Associates, their representatives, attorneys, agents and sub-agents, make no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and material. Neither Fisher Auction Company, RE/MAX Premier Associates, nor the Seller has any obligation to update this information. Neither Fisher Auction Company, RE/MAX Premier Associates, nor the Seller, their Agents and Sub-Agents, have any liability whatsoever for any oral or written representations, warranties, or agreements relating to the Property except as is expressly set forth in the Contract.

(c) The Property is sold in "AS IS AND WHERE IS" condition and with all faults and defects, with no representations or warranties, express or implied. All Bidders are encouraged to inspect the Property prior to placing any bid at the Auction and the Highest Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine the condition of the Property and make inquiries of applicable governmental authorities pertaining to Buyer's proposed use of the Property prior to the Auction as Buyer has deemed necessary or desirable. Please review the Contract, the As-Is Rider and the Disclosures attached to the Contract.

(d) Competitive bidding is an essential element of an Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Fisher Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

(e) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contract and to announce such amendments, modifications, or additional terms and conditions at anytime.

(f) Back-up bids will be received by Seller in Seller's absolute discretion. Should the Property not close with the Buyer, the Seller will have the option to pursue back-up bids.

(g) If you are unsure about anything regarding the Property, do not place a bid. Review of the Contract before making any bids is strongly recommended.

7. ANNOUNCEMENTS:

All announcements from the Auction Block at the Auction will take precedence over all previously printed material and any other oral statements made; provided however that the Auctioneer shall not be authorized to make any representation or warranty (express or implied) with respect to the Property. In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding. Bidding increments shall be at the sole discretion of the Auctioneer.

8. DEFAULT:

If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller shall retain the required deposit(s), which shall be considered fully earned and non-refundable, under the Agreement as liquidated damages and not as a penalty. Upon Default, Buyer agrees to the immediate release of the Deposit funds to the Seller without the requirement of further documentation from Buyer.

9. REPRESENTATIONS:

All information was derived from sources believed to be correct, but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither Seller, Fisher Auction Company or RE/MAX Premier Associates, its Agents and Sub-Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

10. BROKER PARTICIPATION:

Three Percent (3%) of the Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer is deemed a successful purchaser and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form. This form must be mailed such that it is received by the office of Fisher Auction Company no later than 5:00 P.M. E.T., Friday, December 16, 2011. This registration MUST be sent to Fisher Auction Company, 351 S. Cypress Rd., Suite 210, Pompano Beach, FL 33060. Brokers may also fax their broker registration(s) to 954-782-8143. NO LATE REGISTRATIONS WILL BE ACCEPTED. Commissions will be paid only after

closing and after Fisher Auction Company and RE/MAX Premier Associates have been paid in full. Brokers are not required to attend the closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

11. BID PRICE:

The bid price for the Property shall be determined by competitive bidding at the Auction. The Property is being sold to the Highest and Successful Bidder at or above \$790,000.00 plus the 10% Buyer's Premium.

12. ACKNOWLEDGMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale, and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

13. GOVERNING LAW:

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in Florida.

14. WAIVER OF JURY TRIAL:

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

15. VENUE:

All claims, counterclaims, disputes and other matters in question between Purchaser and Seller arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the standard of performance therein required, shall be determined by litigation in the Eleventh Judicial Circuit Court of for Miami-Dade County, Florida, and appellate courts for such jurisdiction.

16. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within Seller's Contract, the Contract shall control.

Bidder's #

Bidder's Signature

December 17, 2011
Date

REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION FORM
REAL ESTATE AUCTION
Prestigious Coconut Grove Estate Home
3659 Bayview Road, Coconut Grove, Florida 33133
Saturday, December 17, 2011 @ 11:00 AM ET

NOTICE: THE **SELLER, FISHER AUCTION COMPANY AND RE/MAX PREMIER ASSOCIATES** ENCOURAGE BUYERS TO BE REGISTERED BY A LICENSED REAL ESTATE BROKER SO THAT THEY ARE MORE KNOWLEDGEABLE ABOUT THE PROPERTY AND THEREFORE CAN MAKE A MORE INFORMED BUYING DECISION. SHOULD THE BUYER ELECT TO BE REGISTERED BY A LICENSED REAL ESTATE BROKER, THE BUYER ACKNOWLEDGES THAT THEY HAVE CHOSEN THE BELOW LICENSED REAL ESTATE BROKER TO REGISTER AND REPRESENT THEM.

BUYER INFORMATION (Please Type or Print Clearly)

NAME:	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
DAY PHONE: ()	EVENING PHONE: ()
CELL PHONE: ()	FAX: ()
E-MAIL ADDRESS:	
BUYER'S SIGNATURE:	DATE:

REAL ESTATE BROKER INFORMATION: (Please Type or Print Clearly)

AGENT NAME:	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
DAY PHONE: ()	EVENING PHONE: ()
CELL PHONE: ()	FAX: ()
E-MAIL ADDRESS:	
REAL ESTATE BROKER LICENSE #:	STATE: TAX ID#:

The Licensed Real Estate Broker below acknowledges that it represents the Buyer, not the Seller, in the above referenced Auction and agrees to indemnify and hold harmless the Seller, Fisher Auction Company and RE/MAX Premier Associates from any claims, costs and expenses, including attorneys' fees, arising out of any acts performed or representations made by them in connection with the participation at the Auction or the purchase and sale of the above referenced Property purchased at the Auction or otherwise. **This registration form is to be completed, signed, and dated by all parties to have any force and effect.**

BROKER'S SIGNATURE:	DATE:
----------------------------	--------------

Three Percent (3%) of the Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer is deemed the successful purchaser and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on this MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form. This form must be mailed such that it is received by the office of Fisher Auction Co., Inc. no later than 5:00 P.M. E.T., Friday, December 16, 2011. This registration MUST be sent to Fisher Auction Company, 351 S. Cypress Rd., Suite 210, Pompano Beach, FL 33060. Brokers may also fax their broker registration(s) to 954-782-8143. NO LATE REGISTRATIONS WILL BE ACCEPTED. Commissions will be paid only after closing and after Fisher Auction Company and RE/MAX Premier Associates have been paid in full. Brokers are not required to attend the closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.



IV. Real Estate Sales Contract

fisherauction.com

The Standard of Excellence

RE/MAX
PREMIER ASSOCIATES



FISHER
AUCTION COMPANY

REAL ESTATE SALES CONTRACT

_____, ("Seller"), and _____ ("Buyer"), hereby agree that the Seller shall sell, and the Buyer shall buy, the following described Real Property upon the Terms and Conditions hereinafter set forth in this Contract and any Attachments to this Contract.

1. **Legal description** of real estate located in Miami-Dade County, Florida.

21-28 54 41 PB 2-33 EWANTON HEIGHTS A SUB OF PART OF LOT M LOT K AND PROP INT IN & TO COMMON ELEMENTS NOT DEDICATED TO PUBLIC AKA 3659 Bayview Road, Coconut Grove, Florida 33133-6502;
Folio No.: 0141280090240

2. **Purchase Price and Payment (U.S. Currency):**

A. Bid Price	\$ _____
Buyer's Premium (10% of Bid Price)	\$ _____
Total Purchase Price	\$ _____
B. Initial Deposit (paid to Settlement Agent with execution of the Contract)	\$ 50,000.00
C. Additional Deposit (paid to Settlement Agent with execution of the Contract)	\$ _____
D. Balance of Total Purchase Price (to be paid by Cashier's Check or wire transfer at Closing)	\$ _____
E. The Total Purchase Price will be adjusted by expenses, costs and prorations at Closing.	
F. This Contract is Not Contingent upon financing or other matters of any kind.	

3. **Closing Conditions:**

- A. The Closing ("Closing") will be on or before Monday, January 16, 2012 and will be coordinated through the offices of the Settlement Agent; Newman Title Insurance Agency, 1877 S. Federal Highway, Ste. 304, Boca Raton, FL 33432, Telephone: 561.368.3533; Facsimile: 561.368.2081.
- B. The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer pursuant to instructions from Settlement Agent. Buyer shall receive credit for the Initial Deposit and the Additional Deposit which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.
- C. Time shall be of the essence.

4. **Title:**

- A. Seller will provide at its cost to the Buyer a Title Commitment for an Owner's Title Insurance Policy for the Property at the promulgated rate as required by and provided in applicable Florida Statutes, Codes, Rules and Regulations (including the Florida Administrative Rules). The Commitment and Owner's Title Insurance Policy will be issued by the Settlement Agent through Old Republic National Title Insurance Company.
- B. Except as provided for herein, it is understood and agreed that fee simple title to the Property being sold to the Buyer is free and clear of liens.
- C. The Seller will convey title by a General Warranty Deed (the "Deed").
- D. Title to the Property will be subject to the exceptions set forth in the proposed Commitment ("Permitted Exceptions"). Buyer agrees to take title to the Property subject to the Permitted Exceptions.
- E. Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due and payable and all taxes and assessments for the year of Closing and all subsequent years not yet due and payable, (iii) any matter created by or through Buyer; and (iv) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract..

5. **Expenses:**

- A. All closing costs which are not required by law to be paid by Seller will be the responsibility of, and will be paid by, the Buyer at the Closing. Without limiting the foregoing, at the Closing, Buyer shall pay for (i) all documentary stamp taxes and recording fees payable with respect to the execution, delivery and recordation of the Deed, (ii) the cost of a loan policy of title insurance and related endorsements and all other expenses in connection with Buyer obtaining a loan, (notwithstanding any of the references in this paragraph to Buyer obtaining a loan, nothing contained herein shall be deemed to make the Contract contingent in any manner on Buyer obtaining financing); and (iii) settlement fees charged by Settlement Agent.
- B. Real estate taxes, pre-paid rents, utilities, and other expenses of the Property shall be prorated as of the date of Closing based on the last ascertainable tax bill with due allowance made for maximum allowable discount.

- C. All prorations, including, without limitation, prorations of any and all taxes, pre-paid rents, fees, utilities, and any and all other charges against the Property reflected on the settlement statement executed by Seller are final. No adjustments or payments will be made by Seller after Closing.
- D. Compensation for FISHER AUCTION CO., INC. as commission (\$_____), which is ____% of the Bid Price and shall be paid by Seller at Closing from Seller's proceeds received at Closing, if and only if the Closing occurs. Any and all such commissions shall be paid only upon closing and funding of the Total Purchase Price.
- E. Compensation for H. ALAN WELLES COMMERCIAL REAL ESTATE, LLC as commission (\$_____) which is ____% of the Bid Price and shall be paid by Seller at Closing from Seller's proceeds received at Closing.
- F. Compensation for _____ ("Buyer's Qualifying Licensed Real Estate Broker") as commission (\$_____), which is 3% of the Bid Price and shall be paid by the Seller at closing from Seller's proceeds received at Closing, if and only if the Closing occurs. Any and all such commissions shall be paid only upon Closing and funding of the Total Purchase Price.
- G. The parties each represent and warrant to the other that they have not dealt with any real estate brokers, salesperson, or finders to whom a brokerage commission is due other than as stated in subparagraphs' 5.D, E and F above (collectively "Broker"). If a claim for commission in connection with this transaction is made by any broker, salesperson or finder claiming to have dealt through or on behalf of one of the parties hereto other than Broker, such party shall indemnify, defend and hold the other party hereunder harmless from and against all liabilities, damages, claims, costs, fees and expenses (including reasonable attorneys' fees and court costs at trial and all appellate levels) with respect to said claim for commission or other payment of any kind whatsoever. The provisions of this paragraph shall survive the Closing or any earlier termination or cancellation of the Contract notwithstanding any provision hereof to the contrary.
6. **Special Clauses:**
- A. When executed by Seller and Buyer, this Contract shall be binding on all parties, their heirs, personal representatives, successors, and assigns.
- B. Newman Title Insurance Agency as Settlement Agent shall hold deposits in escrow pending the Closing in a non-interest bearing account.
- C. If Buyer fails to perform under this Contract, then, as Seller's sole and exclusive remedy under this Contract, the Settlement Agent is hereby irrevocably directed and instructed that the Deposit shall be forfeited and paid over to Seller as agreed liquidated damages in order to compensate Seller for the damages caused by such breach and not as a penalty.
- D. The Disclosures which are attached hereto as Exhibit "A" are hereby incorporated into this Contract and made a part hereof for all purposes.
- E. The risk of loss or damage of such property by fire shall remain with the Seller up to the time of the Closing and thereafter, on and after the Closing, by the Buyer.
- F. The Settlement Agent receiving deposit funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Settlement Agent's duties or liabilities under the provisions of this Contract, Settlement Agent may, at Settlement Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of the Court shall determine the rights of the parties, or Settlement Agent may deposit same with the clerk of the Court having jurisdiction of the dispute.
- G. The Buyer's Executed General Terms and Conditions of Sale are attached hereto and made a part of this Contract. In the event a conflict exists between this Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of this Contract, the terms of the General Terms and Conditions of Sale shall govern and control and (ii) following Buyer's execution and delivery of this Contract, the terms of this Contract shall govern and control over the General Terms and Conditions of Sale.
- H. The Property is sold in "AS IS WHERE IS" condition and with all faults and defects, with no representations or warranties express or implied. The "AS IS" Rider attached hereto as Exhibit "B" is hereby incorporated into this Contract and made a part hereof for all purposes.
- I. This Contract is not assignable by Buyer.
- J. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. This Contract shall not bind Seller or Buyer as an offer or Contract unless a fully executed counterpart of this Contract is delivered by Buyer and Seller. Signatures to this Contract transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
- K. The transmittal of an unexecuted draft of this document for purposes of review shall not be considered an offer to enter into this Contract.
- L. In the event of Seller's default under this Contract, Buyer's sole remedies shall be (i) to receive the return of Buyer's Deposit, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another; or (ii) seek specific performance of Seller's obligation under this Contract. Buyer shall not have any claim against Seller (nor shall Seller be liable) for damages (actual, special, punitive or otherwise) and hereby waives any such claims.

- M. This Contract and the rights and obligations of the parties hereunder shall in all respects be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida. The parties hereby agree that all actions or proceedings initiated and arising directly or indirectly out of this Contract and any related documents shall be litigated solely in the courts situated in Miami-Dade County, Florida. Buyer and Seller waive any claim that the courts situated in Miami Dade County, Florida, are an inconvenient forum or an improper forum based on lack of venue.
- N. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
- O. If any provision of this Contract is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Contract and the remaining provisions of this Contract shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Contract.

IN ACCEPTANCE OF THESE ABOVE TERMS AND CONDITIONS, SELLER AND BUYER HERETO AFFIX THEIR SIGNATURES. FACSIMILE AND ELECTRONIC SIGNATURES SHALL BE TREATED AS ORIGINALS.

_____		_____	_____	
Dated		Social Security #	Seller:	
_____		_____	_____	
Witness		Social Security #	Seller:	
_____		_____	_____	
Address	City	State & Zip	Telephone	Email
_____		_____	_____	
Dated		Social Security #	Buyer:	
_____		_____	_____	
Witness		Social Security #	Buyer:	
_____		_____	_____	
Address	City	State & Zip	Telephone	Email

Deposits under Paragraph 2 received if other than cash are subject to clearance by Newman Title Insurance Agency.

EXHIBIT "A"

DISCLOSURES

Under the laws of the State of Florida, each prospective Buyer is hereby advised as follows:

(a) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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 you county public health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon inspection with respect to the Property, and specifically disclaims any and all representations or warranties as to the absence of radon in connection with the Property.

(b) Mold Disclosure. Under the laws of the State of Florida, Buyer is hereby advised that **Mold is found both indoors and outdoors. The presence of mold may cause property damage or health problems. Additional information regarding mold and a mold inspection may be obtained from your county public health unit or a professional trained in that field.** The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct mold inspection with respect to the Property, and specifically disclaims any and all representations or warranties as to the absence of mold in connection with the Property.

(c) Lead Based Paint Warning Statement. **Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.** Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

EXHIBIT "B"

AS-IS RIDER

Buyer represents and warrants to Seller that Buyer has examined and investigated to Buyer's full satisfaction the Property, and that except as otherwise expressly set forth in this Contract, Seller has not made any warranties or representations concerning the Property or any portion thereof. Buyer acknowledges and agrees that except as otherwise expressly set forth in this Contract the Property is being transferred in its "AS IS" "WHERE IS" condition and Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, Contracts, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to (a) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, including, but not limited to, compliance with any special use permits or developments of regional impact, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (f) the manner or quality of the construction or materials incorporated into the Property, (g) the manner, quality, state of repair, or lack of repair of the Property, (h) the existence of hazardous materials or governmental requirements at the Property, (i) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (j) the development potential of all or any part of the Property, or (k) any other matter with respect to the Property, and specifically, that, except as otherwise expressly set forth in this Contract, Seller has not made, does not make and specifically disclaims any representations regarding concurrency, or compliance with any special use permits, developments of regional impact, environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials.

Except as otherwise expressly set forth in this Contract, Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and at the Closing Buyer shall accept the Property and waive all objections or claims against Seller or Seller's members, officers, directors, shareholders, employees, members, managers, partners, attorneys, and agents (including, but not limited to, any right or claim of contribution) arising from or related to the Property or to any hazardous materials on the Property and any claim it has, might have had, or may have against Seller with respect to the condition of the Property, either patent or latent. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and, except as otherwise expressly set forth in this Contract, makes no representations as to the accuracy or completeness of such information. Except as otherwise expressly set forth in this Contract, Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Buyer further acknowledges and agrees that, except as otherwise expressly set forth in this Contract, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults.