

# Settlement Statement

## Your Order Summary

|                     |                                                    |                  |                                                         |             |                                                    |
|---------------------|----------------------------------------------------|------------------|---------------------------------------------------------|-------------|----------------------------------------------------|
| FILE #              | 24-258                                             | PROPERTY ADDRESS | 3700 South Olive Avenue<br>West Palm Beach, FL 33405    | TITLE BY    | Ross Felty, a Real Estate Law Firm                 |
| PREPARED            | 11/19/2024                                         |                  |                                                         |             |                                                    |
| SETTLEMENT          | 11/26/2024                                         |                  |                                                         | OUR ADDRESS | 725 North Highway A1A<br>C112<br>Jupiter, FL 33477 |
| DISBURSEMENT        | 11/26/2024                                         | BUYER            | IPX 1031 as Qualified Intermediary for Anastasia Thiele | OUR PHONE # | (561) 507-0352                                     |
| SETTLEMENT LOCATION | 725 North Highway A1A<br>C112<br>Jupiter, FL 33477 | SELLER           | NBS Properties LLC                                      | ATTORNEY    | Kyle Felty                                         |
|                     |                                                    | LENDER           |                                                         |             |                                                    |

## Charges

| SELLER DEBIT | SELLER CREDIT | PRIMARY CHARGES & CREDITS                                                     | BUYER DEBIT  | BUYER CREDIT |
|--------------|---------------|-------------------------------------------------------------------------------|--------------|--------------|
|              | \$610,000.00  | Sale Price of Property                                                        | \$610,000.00 |              |
|              |               | Deposit                                                                       |              | \$6,100.00   |
| SELLER DEBIT | SELLER CREDIT | PRORATIONS/ADJUSTMENTS                                                        | BUYER DEBIT  | BUYER CREDIT |
|              | \$1,168.56    | County Taxes 11/26/2024 to 01/01/2025                                         | \$1,168.56   |              |
| SELLER DEBIT | SELLER CREDIT | LOAN CHARGES                                                                  | BUYER DEBIT  | BUYER CREDIT |
|              |               | E-Recording(Simplifile) to Official Records                                   | \$9.50       |              |
| SELLER DEBIT | SELLER CREDIT | GOVERNMENT RECORDING AND TRANSFER CHARGES                                     | BUYER DEBIT  | BUYER CREDIT |
| \$4,270.00   |               | Documentary Stamp Tax (Deed) to Palm Beach County Clerk                       |              |              |
| SELLER DEBIT | SELLER CREDIT | COMMISSIONS                                                                   | BUYER DEBIT  | BUYER CREDIT |
| \$12,200.00  |               | Selling Agent Commission to United Realty Group, Inc.                         |              |              |
| SELLER DEBIT | SELLER CREDIT | TITLE CHARGES                                                                 | BUYER DEBIT  | BUYER CREDIT |
| \$275.00     |               | Title - Search Fee to Ross Felty, a Real Estate Law Firm                      |              |              |
|              |               | Title - Settlement Fee to Ross Felty, a Real Estate Law Firm                  | \$375.00     |              |
| \$795.00     |               | Title - Settlement Fee to Ross Felty, a Real Estate Law Firm                  |              |              |
| \$1,860.00   |               | Title - Owner's Title Policy to Old Republic National Title Insurance Company |              |              |
| SELLER DEBIT | SELLER CREDIT | MISCELLANEOUS CHARGES                                                         | BUYER DEBIT  | BUYER CREDIT |
| \$365.00     |               | Municipal Lien Search to Ross Felty, a Real Estate Law Firm                   |              |              |
| \$11,970.27  |               | 2024 County Taxes to Palm Beach County Tax Collector                          |              |              |
| SELLER DEBIT | SELLER CREDIT | TOTALS                                                                        | BUYER DEBIT  | BUYER CREDIT |
| \$31,735.27  | \$611,168.56  |                                                                               | \$611,553.06 | \$6,100.00   |

CASH FROM BUYER    \$605,453.06

CASH TO SELLER       \$579,433.29

See signature addendum

# Signature Addendum

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## Acknowledgement

We/I have carefully reviewed this settlement statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of this settlement statement.

We/I authorize Ross Felty, a Real Estate Law Firm to cause the funds to be disbursed in accordance with this statement.

### Buyers

IPX 1031, as Qualified Exchange Intermediary for Anastasia Thiele

\_\_\_\_\_  
By: Thomas Boylan, Exchange Officer Date

READ AND APPROVED:

\_\_\_\_\_  
Anastasia Thiele Date

### Settlement Agency

\_\_\_\_\_  
Settlement Agent Date

### Seller

NBS Properties LLC, a West Virginia limited liability company

By: \_\_\_\_\_  
Brandon Solomon, Manager Date



3505 US 1 South, Suite 2  
St. Augustine, FL 32086

877.494.1031 Phone  
904.201.4082 Fax  
thomas.boylan@ipx1031.com  
www.ipx1031.com

Re: Exchange No.: EX-11-42001-TB  
Replacement Property: 3700 S. Olive Avenue, West Palm Beach, FL 33405

# IMPORTANT

**Settlement Agent:** Confirm that the Exchanger has signed and returned to IPX1031® the Assignment of Replacement Property Purchase Agreement **BEFORE CLOSING THE TRANSFER OF THIS PROPERTY.**

If they have not, they need to contact IPX1031® immediately before proceeding with the transfer.

## Exchanger's Certification:

***Anastasia Thiele: I hereby certify that I have signed and returned to IPX1031® via DocuSign all exchange documents including the Assignment of Replacement Property Purchase Agreement for this transaction.***

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Anastasia Thiele

**INSTRUCTIONS: This Notice must be delivered to all parties (all Sellers and co-Buyers, if any) to the Purchase Agreement before closing of the sale.**

EX-11-42001-TB

Exchanger: Anastasia Thiele

Replacement Property: 3700 S. Olive Avenue, West Palm Beach, FL

**NOTICE OF ASSIGNMENT**

All parties to the Purchase Agreement for the above listed Replacement Property are hereby notified that Buyer has assigned its rights, but not its obligations, under the Purchase Agreement to Investment Property Exchange Services, Inc., not individually, but solely in its capacity as Qualified Intermediary, for purposes of effecting a tax-deferred exchange under IRC §1031. The assignment relates only to real property interests that are intended to qualify as Replacement Property in a like-kind exchange, and not to any personal property or other non-qualifying property included with the conveyance contemplated by the Purchase Agreement. Notwithstanding the assignment, Buyer is and shall remain solely responsible and liable to Seller for the performance of every warranty and obligation of Buyer under the Purchase Agreement. Qualified Intermediary has not made or assumed and will not make or assume, nor will Qualified Intermediary be liable for, any covenant, duty or obligation of Buyer or warranties that may remain in effect after the close of the Purchase transaction.

**OPTIONAL ACKNOWLEDGEMENT OF RECEIPT:** I acknowledge that I received a copy of this Notice of Assignment of the Purchase Agreement on this date: \_\_\_\_\_.

\_\_\_\_\_  
Recipient (Seller or Co-Buyer)

**OPTIONAL ACKNOWLEDGEMENT OF DELIVERY:** I, acknowledge that I delivered a copy of this Notice of Assignment to all parties to the Purchase Agreement on this date: \_\_\_\_\_.

\_\_\_\_\_  
Anastasia Thiele

or \_\_\_\_\_  
Agent on behalf of Exchanger (i.e. Settlement Agent, Escrow Agent or Attorney)

# CLOSING AGREEMENT AND ACKNOWLEDGMENTS

Seller: NBS Properties LLC  
Buyer: Anastasia Thiele  
Property: 3700 South Olive Avenue, West Palm Beach, FL 33405  
Closing Agent: Ross Felty, a Real Estate Law Firm  
Closing Date: November \_\_\_\_, 2024  
File Number: 24-258

1. **CLOSING AUTHORIZATION:** Buyer and Seller acknowledge that each has reviewed all of the entries appearing on the Settlement Statement and confirm that all of the entries thereon are true and correct. Buyer and Seller further acknowledge that by executing the Settlement Statement, the Closing Agent is authorized and directed to close the transaction and to distribute all of the closing documents, and the closing proceeds.
2. **TAX PRORATION:** Buyer and Seller acknowledged that if the current year's real estate tax bill was not issued and received by the Closing Agent, then the real estate taxes (and personal property taxes, if applicable) for the current year were prorated on the Settlement Statement based upon the prior year's taxes as required by the parties' contract. Buyer and Seller agree that upon receipt of the actual tax bill for the current year, and upon demand by either party, the taxes for the current year will be re-prorated, and Buyer and Seller will make any adjustments required by reason of that proration, provided that the contract between Buyer and Seller requires re proration. Closing Agent shall have no responsibility in connection with such adjustment or re-proration.
3. **UTILITY SERVICES:** Buyer and Seller acknowledge that they are aware that final bills for utility services may be due after the date of closing. The Seller agrees to cancel all such utilities immediately after closing and to promptly pay Seller's final utility bills for services through the day of closing. Buyer acknowledges that it is Buyer's responsibility to promptly arrange to begin utility services in Buyer's name, since Seller will be canceling service as of the day of closing or immediately thereafter. Closing Agent does not assume responsibility for any such charges, and Buyer and Seller specifically agree the Closing Agent shall not be responsible for charges for water, sewer, gas, electricity, rent, personal property taxes, garbage taxes, licenses, and any special assessment not recorded in the Public Records, but that instead any discrepancy or deficiency in such charges shall be settled between Buyer and Seller directly. Buyer and Seller hereby release and hold Closing Agent harmless as to any such charges and as to any such adjustments that are due to one party or the other to correct such charges.
4. **COOPERATION:** Buyer and Seller shall fully cooperate and adjust for clerical mistakes, calculation errors, or similar errors by correcting, initialing, executing or re-executing any and all existing or additional closing documentation, as deemed necessary or desirable in the reasonable discretion of Closing Agent.
5. **TAXING AND ZONING:** Buyer and Seller acknowledge that each has been advised of and have had the opportunity to retain independent tax advice as to the tax consequences of this transaction, and that Buyer has had the opportunity to confirm the zoning and setback requirements of the Property, the permitted uses, whether or not permits were obtained for improvements to the Property or whatever permits have been properly closed, and the legality and proper completion of all improvements on the Property. Buyer also acknowledges having had the opportunity to inspect the physical condition of the Property, including the improvements thereon or adjacent thereto, if any. The parties acknowledge that they have satisfied themselves as to all such issues, and that Closing Agent has not made any representations with regard to any such issues, nor has Closing Agent assumed responsibility for same. The parties agree to indemnify and hold Closing Agent harmless from and against any adverse consequences that arise relating to any of the foregoing issues described in this particular paragraph.

6. **OVERAGES:** Buyer and Seller hereby agree and authorize Ross Felty, a Real Estate Law Firm to retain any overages less than or equal to \$10.00.

7. **TITLE COMMITMENT:** Buyer acknowledges receiving the Title Commitment from Ross Felty, a Real Estate Law Firm, and has reviewed the Title Commitment and the Exceptions listed on the Title Commitment and accepts the Property with such Exceptions.

8. **BOUNDARY SURVEY:** Buyer has been advised of the importance of securing a boundary survey of the Property. Buyer understands that Closing Agent is unable to determine the existence of encroachments, overlaps, boundary line disputes, and/or any other matters which would be disclosed by an accurate survey, of the Property and the title insurance policy will contain survey exceptions.

☒ Buyer acknowledges receipt of the survey prepared by Nexgen Surveying, LLC, dated January 17, 2024 under Survey/Job No. 232137.

☐ Buyer has elected to not obtain a Survey

DATE: \_\_\_\_\_

BUYER:

\_\_\_\_\_  
Anastasia Thiele

SELLER:

NBS Properties LLC, a West Virginia  
limited liability company

By: \_\_\_\_\_  
Brandon Solomon, Manager