IN THE CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT
IN AND FOR HERNANDO COUNTY, FLORIDA
CIVIL DIVISION

NORTHWEST LAND LLC,
a Florida limited liability company,

Plaintiff,

CASE NO.: 2025-CA-000493

v.

MAZAS HERNANDO HOLDINGS, L.L.C.,
a Florida limited liability company,

Defendant.
_____/

ORDER GRANTING NORTHWEST LAND, LLC'S MOTION FOR SUMMARY JUDGMENT [DIN 31]
&
ORDER DENYING MAZAS HERNANDO HOLDINGS, L.L.C.'S MOTION FOR SUMMARY JUDGMENT [DIN 37]

THIS CAUSE having come before the Court on Plaintiff Northwest Land, LLC's ("Northwest") Motion for Summary Judgment (DIN 31), filed August 18, 2025, and the Court, having reviewed the Motion, Response and Reply (DIN 40) thereto, and as to Mazas Hernando Holdings, L.L.C.'s ("Mazas") Motion for Summary Judgment (DIN 37), filed September 24, 2025, and the Court, having reviewed the Motion and Plaintiff Northwest Land LLC's ("Northwest") Response (DIN 48), the evidence, the applicable statutes and caselaw, and the file in this case, and having heard the argument of counsel for both Parties on April 7, 2026, and being otherwise fully advised in the premises, the Court finds and concludes:

This Case is under Florida Supreme Court SC 20-1490 (December 31, 2020) and Amended SC-1490 (April 29, 2021). Parties to note new Summary Judgment Rule SC 24-662, which went into effect January 1, 2025.

New rule 1.510 took effect on May 1, 2021. This means that the new rule must govern the

adjudication of any summary judgment motion decided on or after that date, including in pending cases. Cf. Love v. State, 286 So.3d 177, 187-88 (Fla. 2019).

In cases where a summary judgment motion was denied under the pre-amendment rule, the court should give the parties a reasonable opportunity to file a renewed summary judgment motion under the new rule. See Wilsonart, LLC v. Lopez, 308 So.3d 961, 964 (Fla. 2020). In cases where a pending summary judgment motion has been briefed but not decided, the court should allow the parties a reasonable opportunity to amend their filings to comply with the new rule. Any pending rehearing of a summary judgment motion decided under the pre-amendment rule should be decided under the pre-amendment rule, subject of course to a party's ability to file a renewed motion for summary judgment under the new rule.

A party moving for summary judgment has the burden of demonstrating to the court that there are no material facts that are genuinely disputed and that the movant therefore is entitled to judgment as a matter of law. But a key question is what standard the court should apply to determine whether the movant has satisfied its burden.

The Supreme Court addressed this question in its 1986 decision in Celotex Corporation v. Catrett. That case involved an action charging that the death of plaintiff's husband resulted from exposure to asbestos products manufactured or distributed by defendants. Defendant moved for summary judgment on the ground that during discovery plaintiff had failed to produce any evidence to support the allegation that the decedent had been exposed to defendant's products – an issue on which plaintiff would bear the burden of proof at trial. Plaintiff then produced three documents, which defendant challenged as inadmissible hearsay. The District court granted summary judgment and a divided panel of the District of Columbia Circuit reversed on the ground that the defendant had failed to meet its Rule 56 burden because it had not supported its motion

with any evidence, so that plaintiff therefore had no obligation to respond with evidence. The Supreme Court reversed.

Although the Court issued a five-to-four decision, the majority and dissent both agreed as to how the summary-judgment burden of proof operates, they disagreed as to how the standard was applied to the facts of the case. Justice Rehnquist, writing for the majority, ruled that there was "no express or implied requirement in Rule 56 that the moving party support its motion with affidavits or other similar materials negating the opponent's claim. This conclusion was bolstered by the recognition that courts may enter summary judgment sua sponte. As Justice Rehnquist noted,

It would surely defy common sense to hold that the District Court could have entered summary judgment sua sponte in favor of the petitioner in the instant case, but that petitioner's filing of a motion requesting such a disposition precluded the District Court from ordering it.

The satisfaction of the moving party's summary judgment burden was influenced by the fact that the nonmovant would bear the burden of proof at trial. When that was so, the moving party could make a proper summary judgment motion in reliance on the pleadings and the allegation that the nonmovant had failed to establish an element essential to that party's case. Rule 56 then would require the opposing party to go beyond the pleadings to designate specific facts showing there was a genuine issue for trial. Justice Rehnquist concluded the majority's opinion with the policy justification that supported this conclusion.

Rule 56 must be construed with due regard not only for the rights of persons asserting claims and defenses that are adequately based in fact to have those claims and defenses tried to a jury, but also the rights of persons opposing such claims and defenses to demonstrate in the manner provided by the Rule, prior to trial, that the claims and defenses have no factual basis.

In the dissenting opinion by Justice Brennan, he elaborated more fully on the way in which the burden shifts between the parties to the action, as well as how it can be satisfied. Rule 56 first imposes a burden of production on the moving party to make a prima facie showing that it is entitled to summary judgment. That can be satisfied, in cases in which the ultimate burden of persuasion at trial rests on the nonmoving party, either by submitting affirmative evidence negating an essential element of the nonmovant's claim or, as in Celotex, by demonstrating that the nonmoving party's evidence itself is insufficient to establish an essential element of its claim. As described by Justice Brennan, the moving party may make this showing by deposing the nonmoving party's witness, by establishing the inadequacy of documentary evidence or, if there is no evidence, by reviewing for the court what exists to show why that does not support a judgment for the nonmoving party. To this extent, the dissent agreed with the majority that the movant need not present affidavits or new evidence of its own to meet its initial burden, but may premise its summary judgment motion on an attack of the opponent's evidence. If it is successful in arguing that the nonmovant's evidence is insufficient, the burden shifts to that party to call evidence to the attention of the court to dispute that contention. The dissent argued, however, that in Celotex itself defendant had not met this initial burden because it had ignored supporting evidence clearly contained in the record and thus had not demonstrated that no evidence existed to support plaintiff's claim.

There are numerous ways in which the movant can satisfy its burden on summary judgment to show that there are no genuine issues of fact. Indeed, when Rule 56 was rewritten in 2010, a new subdivision (c) was included that explicitly provides that a movant must support its position that there is no genuine dispute of material facts by citing to materials in the record that demonstrate the absence of a dispute, by showing that those materials do not establish the presence

of a genuine dispute, or, as in Celotex, by showing that the opposing party cannot produce admissible evidence to support a material fact. In short, the movant may discharge the Rule 56 burden by demonstrating that if the case went to trial there would be no competent evidence to support a judgment for the opposing party. This may occur, for example, if a movant, by means of uncontroverted affidavits or by using any of the other materials specified in Rule 56(c), completely explores and establishes the facts, thereby demonstrating the absence of any genuine dispute as to the facts and securing the entry of summary judgment. If no evidence could be mustered to sustain the nonmoving party's position, a trial would be useless, and the movant is entitled to a judgment as a matter of law.

Indeed, applying this principle, even if the movant's own evidentiary material reveals an issue of credibility, summary judgment still may be warranted if it also appears that the party opposing the motion cannot prevail in any event so that the issue or credibility is immaterial.

Situations in which credibility issues are unimportant because the adversary cannot prevail occasionally result the interplay between the burden of proof on the summary judgment motion and the burden of persuasion at trial. For example, in Dyer v. MacDougall, the allegations in a complaint in a slander action were countered by affidavits signed by all of the witnesses to the supposed defamation, each denying that the wrong had occurred. Plaintiff was unable to resist defendant's motion for summary judgment since even if he succeeded in impeaching the credibility of defendant's witnesses at trial, the court concluded that he nevertheless would be unable to discharge his burden of persuasion the issue of slander. Thus, defendant had demonstrated that a trial would be useless and summary judgment appropriate; there would be no competent evidence that could support a verdict for plaintiff, especially since he could not impeach the testimony of the witnesses to the alleged defamation if he called them to testify at trial.

Finally, it is important to note that, as established in Celotex, it is not necessary for the movant to introduce any evidence in order to prevail on summary judgment, at least in cases in which the nonmoving party will bear the burden of proof al trial. The movant can seek summary judgment by establishing that the opposing party has insufficient evidence to prevail as a matter of law, thereby forcing the opposing party to come forward with some evidence or risk having judgment entered against him. On the other hand, the party moving for summary judgment cannot sustain its burden merely by denying the allegations in the opponent's pleadings, or merely by asserting that the nonmovant lacks evidence to support its claim. The movant must show why the opponent's allegations of fact are insufficient to support the claim for relief as a matter of law or why the court should conclude that its opponent lacks sufficient evidence. Remember that in Celotex itself discovery was completed, and the only evidence plaintiff produced was found to be inadmissible hearsay.

In contrast, if the movant bears the burden of proof on a claim at trial, then its burden of production is greater. It must lay out the elements of its claim, citing the facts it believes satisfies those elements, and demonstrating why the record is so one-sided as to rule out the prospect of the nonmovant prevailing. If the movant fails to make that initial showing, the court must deny the motion, even if the opposing party has not introduced contradictory evidence in response.

In meeting its burden, it is important to note that despite the usual rule that all doubts are resolved against the moving party, there is one inference to which the movant is entitled. If the movant presents credible evidence that, if not controverted at trial, would entitle the movant to a Rule 50 judgment as a matter of law, that evidence must be accepted as true on a summary judgment motion when the party opposing the motion does not offer counter-affidavits or other evidentiary material supporting the opposing contention that an issue of fact remains, or does not

show a good reason, in accordance with Rule 56(d) why he is unable to present facts justifying opposition to the motion.

The amendment adopted by the Florida Supreme Court in SC20-1490 largely replaces the text of existing rule 1.510 with the text of Federal rule 56. New Rule 1.510(a) will also include the following sentence: "The summary judgment standard provided for in this rule shall be construed and applied in accordance with the Federal Summary Judgment Standard."

In the December 31, 2020, decision amending rule 1,510, the Court made it clear that adopting the federal summary judgment standard means that Florida will now adhere to the principles established in the Celotex trilogy. In the broadest sense, those cases stand for the proposition that "[s]ummary judgment procedure is properly regarded not as a disfavored procedural shortcut, but rather as an integral part" of rules aimed at "the just, speedy and inexpensive determination of every action." Celotex, 477 U.S. at 327 (quoting Fed. R. Civ. P. 1). More specifically, though, embracing the Celotex trilogy means abandoning certain features of Florida jurisprudence that have unduly hindered the use of summary judgment in our state. In re Amends. to Fla. Rule of Civ. Pro. 1.510, 309 So.3d at 192-93.

Those applying new rule 1.510 must recognize the fundamental similarity between the summary judgment standard and the directed verdict standard. See Anderson, 477 U.S. at 251 (noting that "the inquiry under each is the same"). Both standards focus on "whether the evidence presents a sufficient disagreement to require submission to a jury." Id. at 251-52. And under both standards "[t]he substantive evidentiary burden of proof that the respective parties must meet at trial is the only touchstone that accurately measures whether a genuine issue of material fact exists to be tried." Thomas Logue & Javier Alberto Soto, Florida Should Adopt the Celotex Standard for Summary Judgments, 76 Fla. Bar J., Feb. 2002, at 26; see also Anderson, 477 U.S. at 255.

Those applying new rule 1.510 must recognize that a moving party that does not bear the burden of persuasion at trial can obtain summary judgment without disproving the nonmovant's case. Under Celotex and therefore the new rule, such a movant can satisfy its initial burden of production in either of two ways: "[I]f the nonmoving party must prove X to prevail [at trial], the moving party at summary judgment can either produce evidence that X is not so or point out that the nonmoving party lacks the evidence to prove X." Bedford v. Doe, 880 F.3d 993, 996-97 (8th Cir. 2018). "A movant for summary judgment need not set forth evidence when the nonmovant bears the burden of persuasion at trial." Wease v. Ocwen Loan Servicing, L.L.C., 915 F.3d 987, 997 (5th Cir. 2019).

Those applying new rule 1.510 must recognize that the correct test for the existence of a genuine factual dispute is whether "the evidence is such that a reasonable jury could return a verdict for the nonmoving party." Anderson, 477 U.S. at 248. Under our new rule, "[w]hen opposing parties tell two different stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment." Scott v. Harris, 550 U.S. 372, 380 (2007). In Florida it will no longer be plausible to maintain that "the existence of any competent evidence creating an issue of fact, however credible or incredible, substantial or trivial, stops the inquiry and precludes summary judgment, so long as the 'slightest doubt' is raised." Bruce J. Berman & Peter D. Webster, Berman's Florida Civil Procedure § 1.510:5 (2020 ed.) (describing Florida's pre-amendment summary judgment standard).

The new rule will continue to require adherence to "the federal summary judgment standard," which itself cannot be understood apart from the Celotex trilogy. But the Court removed the textual reference to the cases themselves. The Court recognized that "30 years of practice under

the has refined and added to the trilogy." Gensler & Mulligan, supra. And naturally, courts applying the new rule must be guided not only by Celotex but by the overall body of case law interpreting federal rule 56.

In any event, the Court in adopting the text of federal rule 56 almost verbatim has made it unnecessary to list specific cases in new rule 1.510. That is because our act of transplanting Federal Rule 56 brings with it the "old soil" of case law interpreting that rule. See Fla. Hwy. Patrol v. Jackson, 288 So.3d 1179, 1183 (Fla. 2020) ("[l]f a word is obviously transplanted from another legal source, whether the common law or other legislation, it brings the old soil with it." (quoting Felix Frankfurter, Some Reflections on the Reading of Statutes, 47 Colum. L. Rev. 527, 537 (1947))).

The Court notes this case deals with words, the words of the written contract as such it is A Matter of Interpretation. The simple idea that a contract is what the words means could be too simple. Most words are open to multiple interpretations This review is in fact an exercise as to the rules of construction and meaning of the specific words within the contract of the Parties.

1. On or about August 11, 2021, Defendant Mazas Hernando Holdings, L.L.C. ("Mazas") and NVR, Inc. ("NVR") entered into an Assignable Real Estate Sales Contract (the "Agreement") for the purchase and sale of certain real property located in Hernando County, Florida (the "Property"). Ex. A, (Kussner Decl.) at Ex. 1.[1] The Agreement was subsequently assigned to Northwest as purchaser under an Assignment and Assumption Agreement. *Id.* at Ex. 2. The Parties executed two Amendments to the Agreement. Exs. A-3, A-4. The Amendment at issue

[1] All references to exhibits are to the exhibits attached to Northwest's Notice of Filing Exhibits to Motion for Summary Judgment (DIN 32), which Mazas also relies on for summary judgment and confirmed are genuine and authentic (except the colored highlights), *see* Notice of Filing Sworn Declaration of Geroge G. Pappas (DIN 39).

in this litigation is the Second Amendment to the Agreement, dated January 23, 2025 (the "Second Amendment"). DIN 9 (Complaint); Ex. A-4.

2. In late April 2025, Northwest failed to close on the Property, and disputes arose over Northwest's contractual right to cure under Section 13 of the Agreement given the Parties' execution of the Second Amendment, which slightly revised, among other things, the definition of Closing/Closing Date. DIN 9. The full definition of Closing/Closing Date, as revised, is as follows:

> 4. **Closing**. Section 6(a) of the Agreement, is amended as follows:
>
> "6(a) In the event that all of the conditions precedent to Purchaser's obligations hereunder have been satisfied or waived by written notice of same pursuant to this Contract, closing under the terms of this Contract shall be held at the offices of Pappas Law & Title, a Chicago Title Insurance agent, 1822 N. Belcher Rd., Ste. 200, Clearwater, FL 33765, or via remote mail-away procedures, or other closing attorney or settlement agent selected by Seller, on or before the expiration of fifteen (15) days after receipt of all non-appealable approvals and permits necessary for development of the Property and issuance of a site development permit from the County but in no event shall closing occur later than April 30, 2025 (the "**Closing**" or "**Closing Date**")."

Ex. A-4, at 2 (emphasis added).

3. The Parties agree, and it is an admitted fact, that the Second Amendment did not alter or supersede any other provisions of the Agreement, including Section 13—which used the capitalized (and thus defined) term "Closing" when referencing Mazas' obligation to provide a cure period for Northwest. DIN 22 at ¶15 (Mazas' Counterclaims); DIN 26 at ¶15 (Northwest's Answer to Mazas' Counterclaims); Ex. A-1, §13. Indeed, the Second Amendment contains *zero* language referring to, eliminating, or altering Section 13 or its cure language. Ex. A-4, at 2.

4. Section 13 provides:

> **13. PURCHASER'S DEFAULT.** If Purchaser fails to tender Closing on the Property and Seller is ready, willing and able to perform, or if Purchaser shall otherwise breach or default under any of the provisions of this Contract, then, provided Purchaser has received written notice from Seller specifying the nature of the breach or default and Purchaser fails to cure the specified breach or default within ten (10) days after receipt of the notice, Escrow Agent shall deliver the Deposit paid to date to Seller as complete and liquidated damages and as Seller's sole remedy. The parties hereby agree and acknowledge that (i) ascertaining the actual

Ex. A-1, §13 (emphasis added). Thus, upon Northwest's failure to tender Closing, Mazas must provide Northwest written notice of default and a ten-day cure period before terminating the Agreement. *See id.*

5. On April 30, 2025, Northwest, although it signed all the closing documents, failed to tender Closing. DIN 9; Ex. A-5. Mazas had signed "all docs for closing" on April 30, 2025, "to complete their [sic] obligations under the Agreement," and its counsel was holding those executed documents in escrow. *See* DIN 23 (Mazas' Response to Northwest's First Request for Admissions) at ¶11; Exs. A-5, A-6. On April 30, 2025, Mazas was ready, willing, and able to close, all that was left to be done was Northwest to tender closing. When Northwest failed to do so, it was automatically entitled to a ten-day cure period under Section 13.

6. Late on April 30, 2025, Mazas' counsel communicated that Mazas anticipated declaring default, effectively terminating the Agreement, to which Northwest's counsel reminded Mazas' counsel of Section 13's cure period. Exs. A-7, A-8. In response, Mazas' counsel acknowledged: "I am aware. ***Buyer is on the clock.***" Exs. A-7, A-8 (emphasis added).

7. Two days later, on May 2, 2025, Northwest was ready, willing, and able to close, and emailed Mazas to proceed to closing. Ex. A-9. But Mazas rejected the existence of any cure period and declared the Agreement "terminated." Ex. A-10.

8. A few days later, on May 6, 2025, Northwest remained ready, willing, and able to close, and again emailed Mazas to proceed to closing. Despite this, Mazas again refused to permit

Northwest to cure and declared the Agreement, for the third time, "terminated." Ex. A-6. Refusing to permit curing, Mazas' counsel, on May 6, 2025, reiterated that it would not comply with escrow instructions Northwest had provided Mazas' counsel earlier that day. *Id.* Further, despite confirming that Mazas had executed all documents necessary for closing, Mazas' counsel reiterated that he would not release them to consummate closing. *Id.*

9. By May 6, 2025, Mazas had wrongfully terminated the Agreement thrice, violating Section 13's contractually mandated 10-day cure period. *See* Exs. A-1, §13; A-10; A-6; A-5.

10. Nonetheless, Northwest was again ready, willing, and able to close and requested Mazas to close, again, on May 8, 2025—even having Northwest's lender's counsel confirm in writing to Mazas' transaction counsel, George Pappas, that the closing funds were available, which had been available since April 30, 2025. Ex. A-11; DIN 49 (Ex. D). But Mazas once again refused to respond, prompting Northwest, consistent with the Agreement's Section 14, to provide Mazas with written notice on May 9, 2025 (which Mazas received) of Mazas' breach by its thrice wrongful terminations and refusal to offer Northwest its contractually mandated cure period pursuant to Section 13. *See* Ex. A-12.

11. On May 23, 2025, almost a month after the dispute arose and after this lawsuit was filed, Mazas sent Northwest a purported written notice of default after terminating the Agreement three times and, for the first time, claimed unsubstantiated failures to satisfy purported conditions precedent to Mazas closing before offering a purported cure period beginning from Northwest's receipt of the notice. Ex. A-13. In that letter, Mazas reiterated that "[Mazas] has, at all times, remained ready, willing, and able to perform." *Id.* at 3.

12. Prior to May 23, 2025, Mazas never claimed that Northwest failed to meet a condition precedent, rather, Mazas had actually represented that it was ready, willing, and able to

close on April 30, 2025, and had signed all of the closing documents. *See* Exs. A-5, A-6, A-10. In fact, as of April 30, 2025, Mazas had signed all documents necessary for closing and reiterated this point multiple times on May 2nd and May 6th, which was not consistent with any claim that any purported conditions precedent to closing had not been met. *See* Exs. A-5, A-6, A-10.

13. On May 27, 2025, Northwest, despite this present litigation, responded that it was ready, willing, and able to close, and requested that if Mazas were also, as it had repeatedly represented, that Mazas set a closing date and direct its escrow agent to execute the escrow instructions previously provided on May 6th. Ex. A-14. But Mazas never responded to Northwest's request to close this time either. Instead, Mazas refused to proceed to closing and waited until June 3, 2025, to declare the Agreement terminated for a fourth time, never acknowledging Northwest's correspondence. Ex. A-15.

14. Regardless, Northwest did not fail to satisfy any condition precedent because none exist as to Northwest under the plain language of the Agreement.

15. Under the Agreement, Mazas made all the representations, warranties, and covenants in the Agreement, not Northwest. Ex. A-1, §§10–11. Further, only Section 12 of the Agreement (titled "Conditions to Purchaser's Obligation to Close") contains condition precedent language, and it imposes conditions that Mazas must satisfy in order to trigger the "obligation of [*Northwest*] to *purchase* the Property," not Mazas' obligation to close. *Id.*, §12 (emphasis added). Even then, Northwest can waive such conditions in its "sole and absolute discretion." *Id.* Hence, under the plain language of the Agreement, the only conditions precedent to be met are on Mazas, not Northwest.

16. Continuing, Section 3(a) required Northwest to pay the Deposit,[2] which it did, to the original escrow agent, the Maryland law firm of Shulman Rogers, not Mr. Pappas. *Compare* DIN 39 at ¶12 *with* Ex. A-1, §3(a) and DIN 41 (Ex. C).

17. Section 3(c), to the extent it imposed any obligation on Northwest, only arises, if ever, post-closing "[i]n the event of [Northwest]'s default under the Note [to be executed at Closing], and [Mazas] subsequently foreclosing on Parcel 2 and/or Parcel 3"—hence, not at closing. *Compare* DIN 39 at ¶16(B) *with* Ex. A-1, §3(c).

18. Section 4(a) contains no condition precedent language, or reference to closing, "final" approvals, or a "final" plat. *Compare* DIN 39 at ¶16(C) *with* Ex. A-1, §4(a). Nor does Section 4(a) require a CDD to be established, and if one is, Section 4(a) does not require the Parties to execute and record a document to protect the Mortgage from the CDD's assessments and charges. *Compare* DIN 39 at ¶16(C) *with* Ex. A-1, §4(a).

19. Section 4(b) likewise neither mentions a "final" site plan or "final" subdivision plat, much less a recording requirement, nor conditions precedent or reference to closing. *Compare* DIN 39 at ¶16(E) *with* Ex. A-1, §4(b). Instead, Section 4(b) provides *Northwest* the right to terminate if *Northwest* (not Mazas) is not satisfied with the site plan. Ex. A-1, § 4(b).

20. Section 6(g), relating to the Infrastructure Easement, contains no reference to Mazas' sole and absolute discretion, and even if it did (which it does not), Mazas prepared and executed the Infrastructure Easement on April 30, 2025. Exs. A-1, §6(g); A-6 (stating Mazas signed all closing documents); A-10 (same); *see also* DIN 39 at ¶19 (same).

21. Finally, Section 19 imposes no obligation on Northwest to provide Mazas with lot purchase agreements, but rather, permits NVR (the original purchaser) to assign the Agreement

[2] All capitalized terms retain the definition ascribed to them in the Agreement unless defined herein.

without Mazas' consent if NVR enters into a lot purchase agreement with its assignee (Northwest). *Compare* DIN 39 at ¶16(F) *with* Ex. A-1, §19; *see also* DIN 49 (Ex. E) (attaching lot purchase agreements).

22. To date, Mazas has refused to close the transaction and has refused to release its executed documents necessary to consummate the sale. *See* Exs. A-6, A-13, A-15.

23. Mazas claims, through no fault of its own, that its settlement agent "never received from Northwest any of the Deposit, the Purchase Price, or the documents required to be delivered pursuant to the Agreement either before April 30, 2025, or anytime thereafter, as required by Section 6(g) of the Agreement." DIN 39 at ¶¶15–18, 20. However, the record shows that Mazas, and its settlement agent, did not receive the Deposit, the Purchase Price, or the closing documents because Mazas repeatedly refused to accept them or respond to Northwest's requests for a closing date. Exs. A-6, A-10, A-11, A-14; *see also* DIN 41 (Ex. B-1) (showing lender had closing documents). Mazas thus rendered Northwest's repeated attempts to provide the Deposit, the Purchase Price, and the closing documents futile. Mazas locked the door on Northwest closing.

24. Section 14 of the Agreement entitles Northwest to seek specific performance of the Agreement if Mazas defaults under the Agreement, receives written notice specifying the default, and fails to cure the default within ten days thereof. Ex. A-1, §14. Additionally, Section 20(h) awards the prevailing party its attorneys' fees and costs. *Id.*, §20(h).

25. The Agreement remains the operative agreement between the Parties, and Northwest has not received a deed or any conveyance of the Property from Mazas.

26. After applying the applicable law to the undisputed material facts, the Court concludes that the Agreement and Second Amendment are valid and enforceable and that the revised definition of Closing/Closing Date in the Parties' Second Amendment did not eliminate or

conflict with Mazas' contractual obligation to provide Northwest a ten-day cure period under Section 13 of the Agreement. Thus, Mazas was required to provide Northwest the opportunity to cure and wrongfully terminated the Agreement.

27. Florida law requires courts to apply the plain language of the Parties' agreement, rather than blue pencil in a conflict. *Prop. Registration Champions, LLC v. Mulberry*, 373 So. 3d 675, 679 (Fla. 5th DCA 2023) (stating that "whether it be a constitution, statute, ordinance, regulation, contract, or will—the text is supreme"). Thus, "[w]here the language of a contract is plain and unambiguous, it controls—full stop." *Id.*

28. Florida law also obligates courts to reconcile and harmonize purportedly conflicting contractual provisions before concluding that a conflict exists. As such, "when provisions in a contract appear to be in conflict, they should be construed so as to be reconciled, if possible." *Nabbie v. Orlando Outlet Owner, LLC*, 237 So. 3d 463, 466 (Fla. 5th DCA 2018). Only if a court cannot reconcile and harmonize contractual provisions may a court properly conclude that a conflict exists and resort to interpretative rules and canons designed to resolve such conflicts. *See* Scalia & Garner, *Reading Law: The Interpretation of Legal Texts* 180 (2012) (Provisions "should be interpreted in a way that renders them compatible, not contradictory.").

29. Thus, "[a]n interpretation of a contract which gives a reasonable, lawful and effective meaning to all of the terms is preferred to an interpretation which leaves a part unreasonable, unlawful or of no effect." *Baldwin v. Harris*, 309 So. 3d 293, 295 (Fla. 5th DCA 2020). As such, "the entire contract should be considered and provisions should not be considered in isolation to other provisions in the contract." *Id.* "[C]ourts must not read a single term or group of words in isolation," but instead, "arrive at a reasonable interpretation of the text of the entire agreement to accomplish its stated meaning and purpose." *See Nabbie*, 237 So. 3d at 466.

30. Here, applying the plain language of the Parties' Agreement and undertaking the Court's obligation to reconcile and harmonize the provisions of the Agreement, the Court concludes that the revised definition of Closing/Closing Date in the Second Amendment and Section 13's cure-period provision are readily reconciled and harmonized, and no conflict exists.

31. Section 13 of the Agreement's plain language provides for a cure period should Northwest fail to tender Closing. It is an admitted fact that the Second Amendment—which revised the definition of Closing slightly—did not alter or supersede Section 13. DIN 22 at ¶15; DIN 26 at ¶15. Indeed, the Second Amendment contains no language referring to, eliminating, or altering Section 13 or its cure language. If the Parties intended the Second Amendment to eliminate Section 13's cure period, they had the power of the pen to do so; they did not. *See Atl. Candy Co. v. Yowie N. Am., Inc.*, 400 So. 3d 850, 854 (Fla. 5th DCA 2025) ("[T]he limitations of a text—what the text chooses not to do—are as much a part of its 'purpose' as its affirmative dispositions."). Parties—including Mazas—"omit terms at their peril." *Advanzeon Sols., Inc. v. State ex rel. Fla. Dep't of Fin. Servs.*, 321 So. 3d 911, 915 (Fla. 1st DCA 2021).

32. Even without this admission, the Second Amendment's revised definition of Closing is readily reconciled and harmonized with the cure period that Section 13 affords. To read otherwise would contradict the Fifth District's instruction that "[a]n interpretation of a contract which gives a reasonable, lawful and effective meaning to all of the terms is preferred to an interpretation which leaves a part unreasonable, unlawful, or of no effect." *Baldwin*, 309 So. 3d at 295; *see also Catalina W. Homeowners Ass'n v. First Cmty. Ins. Co.*, 418 So. 3d 689, 694 (Fla. 3d DCA 2025) ("Every provision in a contract should be given meaning and effect and apparent inconsistencies reconciled if possible.").

33. Indeed, the Second Amendment and Section 13 are reconcilable and harmonizable. The Second Amendment's revised definition of Closing established an alternative date for closing, and Section 13 establishes the consequence and process that follow if Northwest fails to do so by that date. "[C]ontext always matters" and "sound interpretation requires paying attention to the whole [text], not homing in on isolated words or even isolated sections"—including the ten words Mazas isolates in the Second Amendment to argue conflict exists. *Atl. Candy Co.*, 400 So. 3d at 854. Reading the Second Amendment and Section 13 together, as this Court is required to do, gives full force and effect to both provisions, and no conflict arises.

If the Court were to insert the definitional language of Closing from the Second Amendment into Section 13 of the Agreement (*"If [Northwest] fails to tender [no later than April 30, 2025] on the Property . . . ,"*), the cure period in Section 13 would remain intact, further confirming that no conflict exists and that there is no basis for Mazas' position that the Second Amendment's revised definition of Closing eliminated the cure period. The Fifth District has made clear that the Court should not adopt a conflicting interpretation "when there is an obvious and better reading which has the added benefit of providing meaning to every term of the contract." *Nabbie*, 237 So. 3d at 467. As such, the Court declines to do so.

34. The Court rejects Mazas' interpretation, which asks the Court to find a conflict. No such conflict exists without the Court re-writing the Agreement to insert language the Parties did not include and striking language the Parties left intact. This the Court cannot, and will not, do. *See State Farm Fla. Ins. Co. v. Crispin*, 290 So. 3d 150, 152 (Fla. 5th DCA 2020) (A court "may not rewrite contracts, add meaning that is not present, or otherwise reach results contrary to the intentions of the parties."). Thus, because the Second Amendment and Section 13 are reconcilable

and harmonizable, the Second Amendment's conflict provision is inapplicable, and the Court need not even reach this question. Mazas' reliance on this provision is misplaced.

35. Mazas was required to provide Northwest the opportunity to cure rather than repeatedly terminate the Agreement. Thus, Mazas' premature and wrongful terminations of the Agreement constituted a material breach of the Agreement that damaged Northwest, who did not have the opportunity to cure and receive the Property. *See Xiang v. Ocala Heart Clinic II, LLC*, 379 So. 3d 561, 565 (Fla. 5th DCA 2024). Nor was Mazas' material breach of the Agreement cured within ten days of Mazas' receipt of Northwest's written notice of default.

36. Mazas' rationales and affirmative defenses to defeat summary judgment, such as its claim that Northwest failed to cure, are belied by Mazas' own correspondence and conduct—including Mazas' repeated refusals to accept Northwest's escrow instructions or respond to Northwest's requests to close. Exs. A-5, A-6, A-10, A-14. The Court rejects Mazas' "version of the facts for purposes of ruling on a motion for summary judgment" because it is "blatantly contradicted by the record, so that no reasonable jury could believe it." *See In re Amends. to Fla. R. Civ. P. 1.510*, 317 So. 3d at 75–76.

37. Mazas claims that Northwest failed to satisfy various conditions precedent that are simply nonexistent in the Agreement. Under the plain language of the Agreement, Northwest made no representations, warranties, or covenants, only Mazas did. Ex. A-1, §§10–11.

38. Section 12—titled "Conditions to Purchaser's Obligation to Close" and containing the only condition precedent language—imposed conditions that Mazas must satisfy in order to trigger *Northwest's* obligation to "*purchase* the Property," not for Mazas to close, and for which Northwest could waive in its "sole and absolute discretion." *Id.*, §12 (emphasis added).

39. Shulman Rogers, not Mr. Pappas, was to receive the Deposit and did. *Id.*, §3(a); DIN 41 (Ex. C). Northwest's lender's counsel even confirmed to Mazas' transaction counsel that the closing funds were ready to wire—funds that had been in his trust account since April 30, 2025. DIN 49 (Ex. D).

40. Section 3(c), to the extent it imposed any obligation on Northwest, only arises, if ever, should post-closing events occur, specifically Northwest's default under the Note (which would only be executed at Closing) and Mazas' subsequent foreclosure—again, events that could only occur, if ever, *post*-closing. Ex. A-1, §3(c).

41. Section 4(a) contains no condition precedent language or reference to closing, "final" approvals, or a "final plat" nor requires a CDD or the execution or recordation of a document to protect the Mortgage. *Id.*, §4(a).

42. Section 4(b) neither mentions a "final" site plan or "final" subdivision plat, much less a recording requirement, nor any conditions precedent or reference to closing. *Id.*, §4(b). Instead, it provides *Northwest* the right to terminate if *Northwest* (not Mazas) is not satisfied with the site plan. *Id.*

43. Section 6(g), relating to the Infrastructure Easement, contains no reference to Mazas' sole and absolute discretion, and even if it did, Mazas prepared and executed the Infrastructure Easement on April 30, 2025. *Id.*, §6(g); Exs. A-6 (stating Mazas signed all closing documents), A-10 (same); DIN 39 at ¶19 (same).

44. Section 19 imposes no obligation on Northwest to provide Mazas with lot purchase agreements, but rather, permits NVR (the original purchaser) to assign the Agreement without Mazas' consent if NVR enters into a lot purchase agreement with Northwest (its assignee). Ex. A-1, §19; DIN 49 (Ex. E) (attaching lot purchase agreements).

45. Mazas relies on its own correspondence and transaction counsel's declaration to support its *ipse dixit* argument about these purported conditions precedent. "[E]xtrinsic evidence . . . should not be used to introduce a contractual ambiguity where none exists," however. *Davis v. Davis*, 390 So. 3d 1251, 1256 (Fla. 5th DCA 2024). No such conditions precedent exist under the plain language of the Agreement. They are mere post-hoc creations divorced from the Agreement's plain language. The Court will "not, under the guise of construction, impose on the parties contractual rights and duties which they themselves omitted." *See Advanzeon Sols., Inc.*, 321 So. 3d at 915. To do so "would impermissibly write a new contract that the parties themselves could have, but did not, write." *Id.*

46. The resolution of this matter begins and ends with the Agreement's "plain and unambiguous" text, which "is supreme" and "controls—full stop." *See Mulberry*, 373 So. 3d at 679.

47. Mazas' challenge to the admissibility of certain of Northwest's evidence is without merit. It is conclusory and undeveloped, and thus, rejected. *Cf. Wilson v. DCF*, 326 So. 3d 170, 171 (Fla. 5th DCA 2021). Regardless, Mazas' own reliance and authentication of the very evidence it challenges, including its own transaction counsel's correspondence and statements, renders Mazas' argument unavailing. DIN 39 at ¶¶7–8; DIN 37 at ¶12. To the extent any correspondence is hearsay, it is admissible as a party admission or as a business record exception. Fla. Stat. §§ 90.803(6) and (18). Significantly, Northwest does not rely on its counsel's *own* statements other than to provide context, notice, or knowledge—*i.e.*, not for the truth of the matter asserted. Finally, Mazas offers no authority for applying the best evidence rule to summary judgment, collateral issues, or to show that Mazas was on notice of Northwest being ready to close and Mazas' refusal to respond. *See Ins. Co. of N. Am. v. Cooke*, 624 So. 2d 252, 256 (Fla. 1993) (stating best evidence

rule "only governs . . . if offered to prove the contents"). The Court concludes that Mazas' challenge is meritless.

48. Additionally, the Court finds Mazas was required to provide Northwest the opportunity to cure rather than repeatedly terminate the Agreement. Thus, Mazas' premature and wrongful terminations of the Agreement constituted a material breach of the Agreement that damaged Northwest, who did not have the opportunity to cure and receive the Property. See Xiang v. Ocala Heart Clinic II, LLC, 379 So. 3d 561, 565 (Fla. 5th DCA 2024). Nor was Mazas' material breach of the Agreement cured within ten days of Mazas' receipt of Northwest's written notice of default.

Mazas' sole legal authority (an unpublished New Jersey opinion, which does not follow Florida law on the interpretation of contracts that the Fifth District mandates) contradicts its position. In 259 Holdings, the parties' default provision (not closing provision) contained explicit language: "If the date on which Purchaser may cure or correct pursuant to this Section 11.1 (the 'Purchaser's Cure Date') falls on a date which is later than the Closing Date, then the Closing Date shall be deemed extended to Purchaser's Cure Date; provided, that in no event shall the Closing Date be extended based on a default or breach which may be cured or corrected by the payment of money." 259 Holdings Co. v. Union Dry Dock & Repair Co., 2007 WL 3274272, at *2 (N.J. Super. Ct. App. Div. 2007). Mazas, similar to its construction of the Agreement, conspicuously omits the precedential phrase leading up to the "in no event" language in 259 Holdings and omits that the 259 Holdings language was in the default provision not the closing provision.

Unlike the agreement in 259 Holdings, Northwest and Mazas did not include language that the closing date could not be extended through a cure period. Language like "in no event could the deadline be extended" is nowhere in the Agreement. Mazas cannot redraft the Agreement to jam

itself into 259 Holdings. It is axiomatic that "the limitations of a text—what the text chooses not to do—are as much a part of its 'purpose' as its affirmative dispositions." Atl. Candy, 400 So. 3d at 854 (noting context cannot be used "to contradict text or to supplement it"). Thus, Mazas cannot force the text to eliminate a cure period where one still exists.

Mazas' claims, such as its claim that Northwest failed to cure, are belied by Mazas' own correspondence and conduct—including Mazas' repeated refusals to accept Northwest's escrow instructions or respond to Northwest's requests to close. Exs. A-5, A-6, A-10, A-14. The Court rejects Mazas' "version of the facts for purposes of ruling on a motion for summary judgment" because it is "blatantly contradicted by the record, so that no reasonable jury could believe it." See In re Amends. to Fla. R. Civ. P. 1.510, 317 So. 3d at 75–76.

Mazas' Motion was bereft of analysis of these purported conditions, relying on ipse dixit arguments of counsel that are directly contradicted by the Agreement' plain language.

Section 12—titled "Conditions to Purchaser's Obligation to Close" and containing the only condition precedent language—imposed conditions that Mazas must satisfy in order to trigger Northwest's obligation to "purchase the Property," not for Mazas to close, and for which Northwest could waive in its "sole and absolute discretion." Id., §12 (emphasis added).

Again, the Court states: The resolution of this matter begins and ends with the Agreement's "plain and unambiguous" text, which "is supreme" and "controls—full stop." See Mulberry, 373 So. 3d at 679.

The Court denies Mazas' Motion for the independent basis that Mazas failed to rebut Northwest's defenses, let alone analyze them. See Gorel v. Bank of New York Mellon, 151 So. 3d 1288, 1289 (Fla. 5th DCA 2014). Northwest asserted nine defenses; Mazas addressed none of them. DIN 26 at 5–10; Hollinger v. Hollinger, 292 So. 3d 537, 543 (Fla. 5th DCA 2020) (noting

merely denying defenses does not meet burden of disproving them). Mazas' failure to rebut Northwest defenses, thus, independently requires denial of its Motion.

Therefore, in consideration of the Court's findings, legal analysis, and conclusions, it is hereby **ORDERED AND ADJUDGED**:

a. Northwest's Motion for Summary Judgment is **GRANTED** and Judgement is entered in favor of Northwest and against Mazas on Counts I and II, and alternatively Count III, for the reasons set forth herein and for those articulated by Northwest at the hearing on Northwest's Motion for Summary Judgment;

b. Mazas' Motion for Summary Judgment is **DENIED** and Judgment is entered in favor of Northwest and against Mazas on Count I and II of Mazas' Counterclaim and in favor of Northwest and against Mazas on Counts I and II, and alternatively Count III, of Northwest's Complaint for the reasons set forth herein and for those articulated by Northwest at the hearing on Mazas' Motion for Summary Judgment;

c. Mazas' Counterclaim is **DISMISSED WITH PREJUDICE**.

d. It is declared that Section 13's ten-day cure period remains in full force and effect and is readily harmonized with, and therefore not in conflict with, the Second Amendment's revised definition of Closing, such that no provision of the Agreement is rendered meaningless or mere surplusage;

e. Mazas materially breached the Agreement by failing to provide Northwest the ten-day cured period required under Section 13 and wrongfully terminating the Agreement, which damaged Northwest and was not cured within ten days of Mazas' receipt of Northwest's written notice of default;

f. Mazas shall specifically perform its obligations under the Agreement, including but

not limited to, proceeding to close on the Property with no further objection or claims of any condition precedent not being satisfied. Closing shall occur within forty-five (45) days of the date of this Order; and

g. Pursuant to Section 20(h) of the Agreement, Northwest is awarded its attorneys' fees and costs arising out of or related to the Agreement, this dispute, and lawsuit. The Court reserves jurisdiction to issue any necessary order to determine the amount of attorneys' fees and costs to be awarded and to enforce this award.

DONE AND ORDERED in Chambers, at Brooksville, Hernando County, Florida, this 18 day of March, 2026.

DONALD E. SCAGLIONE
CIRCUIT COURT JUDGE

NOTICE: ALL COUNSEL AND SELF-REPRESENTED PARTIES SHALL STRICTLY COMPLY WITH ADMINISTRATIVE ORDER A-2026-13 IN ALL FILINGS AND PROCEEDINGS IN THIS CASE, INCLUDING ALL DISCLOSURE, CERTIFICATION, CONFIDENTIALITY, AND EVIDENTIARY REQUIREMENTS RELATING TO THE USE OF ARTIFICIAL INTELLIGENCE.

Warning as to Generative Artificial Intelligence

a. An attorney may ethically utilize Generative Artificial Intelligence technologies but only to the extent that the lawyer can reasonably guarantee compliance with the lawyer's ethical obligations. See Florida Bar Ethics Opinion 24-1 (Jan. 19, 2024).

- **Attorneys must comply with the Rules Regulating the Florida Bar, including but not limited to: Rule 4-1.1 Competency, Rule 4-1.6 Confidentiality, Rule 4-5.1 Supervision, and Rule 4-5.3 Supervision of non-lawyers.**
- **Attorneys remain responsible for all their work product.**
- **IF ANY GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGY IS USED IN PRODUCING A PLEADING OR MOTION IT MUST BE NOTED ON THE FACE OF THE PLEADING OR MOTION.**

b. Pro-Se Litigants (self-represented parties): If you choose to use programs that rely on Generative Artificial Intelligence (AI) to prepare any document that is submitted to the Court, it should be checked carefully before filing with the Clerk. Generative AI based programs are not a substitute for competent legal counsel. While they may be useful, there is a risk that they may produce inaccurate arguments, false citations, or bad advice. A self-represented litigant has the duty to check the accuracy of anything they submit to the

Court.

NOTICE: The parties are directed to review the Fifth Judicial Circuit's Hernando County Judicial Procedures, available at https://www.circuit5.org/courts-judges/hernando-county/judiciary/ for updated divisional assignments and court procedures in light of the retirement of Pamela Vergara, effective February 5, 2026. Direct all non-jury civil inquiries to Zuly Vargas at ZVargas@circuit5.org or (352) 789-3913.

Non-Jury Civil Cases are currently assigned to "Judge X."

DO NOT CONTACT JUDGE SCAGLIONE'S OFFICE.

NOTICE: The undersigned Judge is just a temporary coverage Judge and the case is not being reassigned. The Court notes that any delay in the entry of this Order is not attributable to the undersigned Judge, who received CA non-jury matters for review after February 9, 2026.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to the following individuals by the Florida Court's E-Filing Portal this 28 day of April, 2026:

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