

4 BD / 3 BA INVESTOR HOME ON 4.73 ± ACRES

REAL ESTATE

AUCTION



House just needs a little TLC and your finishing décor touches!

10 AM • SATURDAY, MARCH 2ND

REAL ESTATE WILL SELL AT 11AM

Property Location: 3037 Bruton Rd, Plant City, FL 33565

Property Highlights

Perfect, Secluded Spot For Your Home!

Furniture and Tools Will Be Auctioned Off Separately

INTERIOR:

- Granite Countertops
- Huge Master Suite with Sitting Room
- Garden Tub and Walk-In Shower
- Split Floorplan
- Entire Upstairs w/ a Bedroom, Bath & a Loft

HOME FEATURES:

- 4.73± Acres • Built in 2006
- Separate Mobile Home (Needs Replacing) with It's Own Well and Septic at the Front of the Property
- Sits Well off the Road For Complete Privacy
- This Home Has Good Bones - Just Needs a Little TLC and Your Finishing Touches!

AUCTION PREVIEW

1-4pm, Sunday, February 25



Directions to Property: From I-4 in Plant City, Take exit 21 for FL-39A/Alexander St toward, FL-39/Buchman Hwy. Keep left at the fork, follow signs for Buchman Hwy/Zephyrhills. Turn left onto FL-39 N/N Alexander S for 5.4 miles. Turn left onto Bruton Rd. Property is 0.9 miles on the left.

AUCTION

10am, Saturday, March 2

PROPERTY

LOCATION: 3037 Bruton Rd, Plant City FL 33565

PROPERTY ID# 080194-0000

TAXES: \$ 5,281.75 (2023)

**BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

UTILITIES: 2 Wells & 2 Septic; one for home & one for mobile home

ZONING: AS-0.4 Agricultural, Single-Family Estate
The purpose of this district is to permit single-family conventional and mobile home residential development in a low-density rural environment which encourages agricultural activities and their supporting uses. The minimum lot size in the AS-0.4 district is 2.5 acres.

PROPERTY SPECIFICS:

- 170±' frontage on Bruton Rd.
- 4 bedrooms (possible 5), 3 bath 2-story home on 4.73± acres located North of Plant City just off Hwy 39.
- Built in 2006 with 3039±sf living area, 3915±sf under roof.
- Features include granite countertops, a huge master suite with sitting room, garden tub and walk-in shower, split floor plan as well as the entire upstairs with a bedroom, bathroom, and a loft!
- This property sits well off the road for complete privacy.
- There is a separate mobile home (needs replacing) with its own well and septic at the front of the property.
- Perfect for a rental or another family member.
- The ac does not work. The roof is originally to the house.

BIDDING TERMS

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs.
- The cost of a new survey, if desired, will be paid by the Buyer.

- The buyer is responsible to pay the FL documentary stamps.
- Real estate taxes will be prorated to the day of closing.
- Registration is on-site the day of the auction with a valid driver's license.
- The buyer will be required to sign the purchase agreement immediately after the auction.
- 10% Buyer's Premium added to the bid price to create the contract purchase price.
- \$25,000 deposit due day of sale. (Business or personal check)
- Closing is set for 30 days – there are no financing or inspection contingencies, or other delays allowed.

Information Disclaimer

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

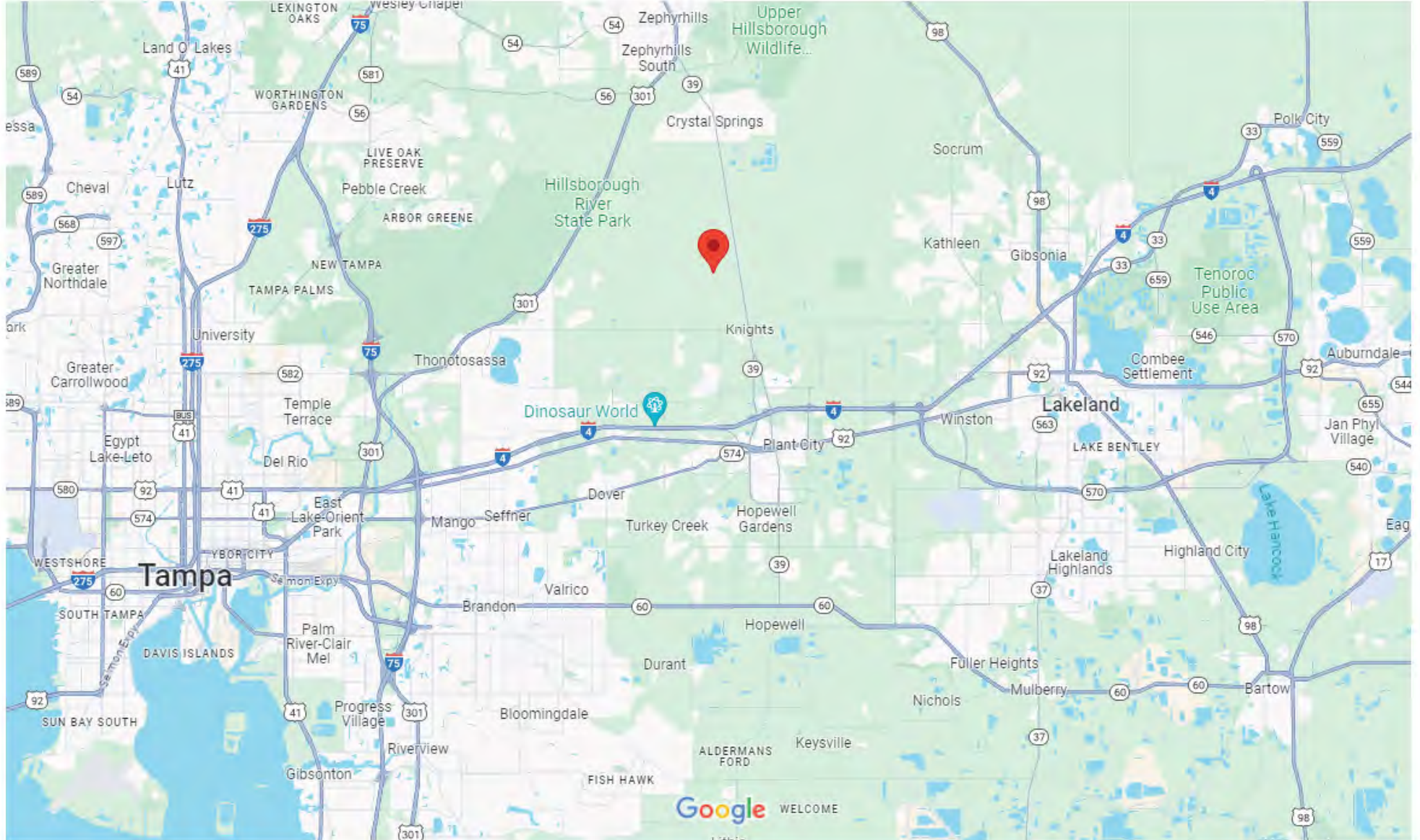
The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!

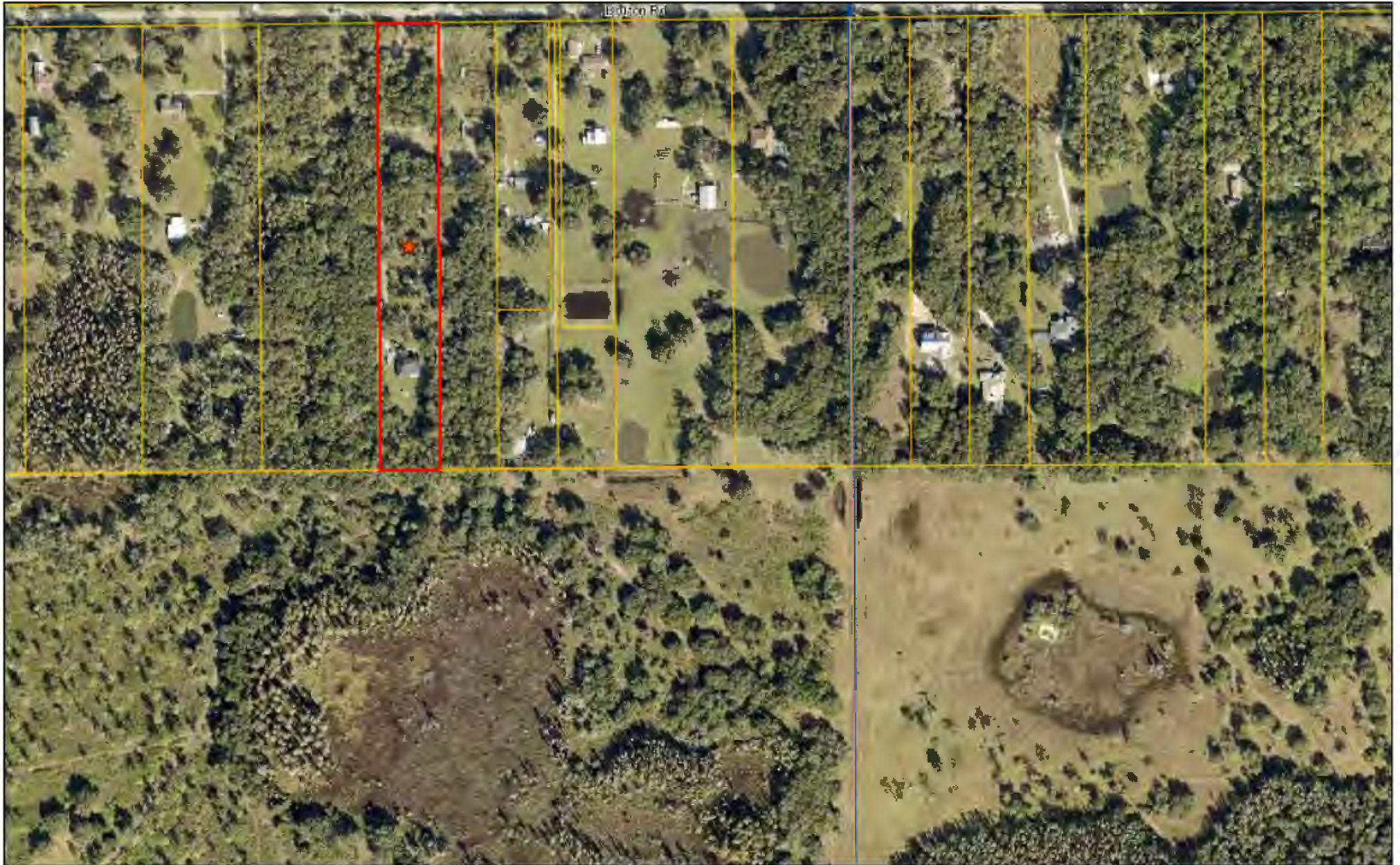




Google Maps 3037 Bruton Rd



Aerial



February 20, 2024



0 245 490 980 ft

Bob Henriquez, CFA
Hillsborough County Property Appraiser
This map is for assessment purposes only.
It is not a survey.

2021 Aerials



Angela Poole
HIGGENBOTHAM AUCTIONEERS
 angie@higgenbotham.com
 Office Fax: 863-644-6681
 Cell: 863-944-1976

Cross Property 360 Property Customer View

3037 BRUTON ROAD, PLANT CITY, Florida 33565

Listing

L4942425 3037 BRUTON RD, PLANT CITY, FL 33565



County: Hillsborough
Subdiv: UNPLATTED
Subdiv/Condo:
Beds: 5
Baths: 3/0
Pool: None
Property Style: Single Family Residence
Lot Features: In County, Oversized Lot, Private, Street Paved, Unincorporated, Zoned for Horses
Total Acreage: 2 to less than 5
Minimum Lease Period: No Minimum
Garage: Yes **Attch:** Yes **Spchs:** 2
Garage/Parking Features: Driveway, Garage Door Opener, Garage Faces Side, Ground Level, Guest Parking, Oversized, Parking Pad, Tandem Parking
New Construction: No
Property Condition: Fixer
LP/SqFt: \$180.98
Home Warranty Y/N:No
Flood Zone Code:X
Total Annual Assoc Fees:0.00
Average Monthly Fees:0.00

Status: Active
List Price: \$550,000
Year Built: 2006
Special Sale: Auction
ADOM: 15
CDOM: 15
Pets: Yes
Max Times per Yr:
Carport: No **Spchs:**
Permit Number:
Proj Comp Date:
Heated Area:3,039 SqFt / 282 SqM
Total Area: 3,915 SqFt / 364 SqM

Auction Property. AUCTION! 4 bedrooms (possible 5), 3 bath 2-story home on 4.73± acres located North of Plant City just off of Hwy 39. Convenient to everything, this is a House for you!! Built in 2006, this home has good bones, just needs a little TLC and your finishing touches! Features include granite countertops, a huge master suite with sitting room, garden tub and walk-in shower, split floor plan as well as the entire upstairs with a bedroom, bath and a loft! This property sits well off the road for complete privacy. There is a separate mobile home (needs replacing) with its own well and septic at the front of the property. Perfect for a rental or another family member. The ac does not work. The roof is originally to the house. \$25,000 non-refundable deposit. Furniture and tools will be auctioned off separately.

Recent: **02/05/2024 : NEW**

Land, Site, and Tax Information

Legal Desc: W 1/2 OF W 1/4 OF SE 1/4 OF NE 1/4 LESS N 70 FT FOR RD
SE/TP/RG: 25-27-21
Subdivision #:
Between US 1 & River:
Tax ID: [U-25-27-21-ZZZ-000003-30760.0](#)
Taxes: \$5,282
Auction Type: Reserve
Auction Firm/Website: Higgenbotham Auctioneers/www.higgenbotham.com
Homestead: Yes **CDD:** No
AG Exemption YN:No
Add Parcel: No **# of Parcels:**1
Ownership: Fee Simple
SW Subd Condo#:
Development:
Flood Zone: X
Floors in Unit/Home: Two
Bldg Name/ #:
Book/Page: 87-24
MH Make:
Land Lease Y/N: No **Land Lease Fee:**
Planned Unit Dev:
Lot Dimensions:
Existing Lease/Tenant: No
Days Notice To Tenant If Not Renewing:
Water Frontage:No
Water Access: No
Water View: No
Addtl Water Info:

Zoning: AS-0.4
Future Land Use:
No Drive Beach:
Zoning Comp: No
Tax Year: 2023
Property Access: Yes
Annual CDD Fee:
Additional Tax IDs:
Complex/Comm Name:
SW Subd Name:
Flood Zone Date:
Floor #:
Total # of Floors: 1
Census Block:
MH Model:
Total Units:
Lot Size Acres: 4.73
Monthly Rental Amount:
Month To Month Or Weekly Y/N:
Waterfront Ft: 0
Water Name:
Water Extras: No

Block/Parcel: 3
Front Exposure: North
Lot #: 0
Buyers Premium:10%
Other Exemptions:
Flood Zone Panel:
Census Tract:
MH Width:
Lot Size: 206,039 SqFt / 19,142 SqM
End Date of Lease:

Interior Information

A/C: Central Air
Heat/Fuel: Central, Electric
Heated Area Source:Builder
Laundry Features: Inside, Laundry Room
Fireplace: Yes-Gas, Living Room, Non Wood Burning
Flooring Covering: Ceramic Tile, Concrete, Laminate
Security Feat: Security Lights, Security System, Security System Owned, Smoke Detector(s)
Total Area Source: Builder
Window Features: Blinds, Double Pane Windows, Impact Glass/Storm Windows, Insulated Windows
Furnishings:Unfurnished

Accessibility Features:

Utilities: Cable Available, Electricity Connected, Phone Available, Propane

Water: Well

Sewer: Septic Tank

of Wells: 2

of Septics: 2

Additional Rooms: Breakfast Room Separate, Den/Library/Office, Family Room, Formal Dining Room Separate

Interior Feat: Built in Features, Cathedral Ceiling(s), Ceiling Fans(s), Central Vacuum, Crown Molding, Eating Space In Kitchen, High Ceiling(s), Kitchen/Family Room Combo, Open Floorplan, Primary Bedroom Main Floor, Solid Surface Counters, Solid Wood Cabinets, Split Bedroom, Thermostat, Vaulted Ceiling(s), Walk-In Closet(s)

Appliances Incl: Built-In Oven, Cooktop, Dishwasher, Disposal, Dryer, Exhaust Fan, Microwave, Range, Range Hood, Refrigerator, Tankless Water Heater, Washer, Water Softener

Room Type	Level	Approx Dim	Flooring	Bedroom Closet Type	Features
Bedroom 1	First	12x12	Linoleum	Built-in Closet	Ceiling Fan(s)
Dining Room	First	13x14	Concrete		
Living Room	First	18x20	Concrete		Ceiling Fan(s)
Bathroom 1	First	8x8	Ceramic Tile		Tub With Shower
Bedroom 2	First	12x13	Linoleum	Built-in Closet	Ceiling Fan(s)
Kitchen	First	12x12	Ceramic Tile		Granite Counters
Dinette	First		Ceramic Tile		
Primary Bedroom	First	15x17	Linoleum	No Closet	Ceiling Fan(s)
Primary Bathroom	First	11x13	Ceramic Tile		Garden Bath, Shower - No Tub
Bedroom 3	First	11x15	Linoleum	Built-in Closet	
Bedroom 4	Second	12x13	Linoleum	Built-in Closet	Ceiling Fan(s)
Bathroom 3	Second	9x9	Ceramic Tile		Tub With Shower
Loft	Second	12x13	Linoleum		Ceiling Fan(s)

Exterior Information

Other Structures: Additional Single Family Home

Ext Construction: Block, Stucco

Roof: Shingle

Foundation: Slab

Property Attached Y/N:

Garage Dim:

Property Description:

Architectural Style: Custom

Ext Features: French Doors, Lighting, Private Mailbox

Other Equipment: Intercom, Satellite Dish

Patio And Porch Features: Deck, Front Porch, Rear Porch

Pool: None

Pool Dimensions:

Spa and Features:

Pool Features:

Vegetation: Oak Trees, Wooded

View: Trees/Woods

Farm Type:

Barn Features:

Horse Amenities: None

Fencing: Chain Link

of Stalls:

Paddocks/Pastures:

Road Surface Type: Asphalt

Road Responsibility: Public Maintained Road

Green Features

Disaster Mitigation:

Green Water Features:

Indoor Air Quality:

Green Landscaping:

Green Energy Features:

Green Sustainability:

Green Energy Generation:

Solar Panel Ownership:

Community Information

HOA / Comm Assn: No

HOA Fee:

HOA Pmt Sched:

Mo Maint\$(add HOA):

Master Assn/Name:No

Master Assn Fee:

Master Assn Ph:

Monthly HOA Amount:

Other Fee:

Condo Fee:

Monthly Condo Fee:

Housing for Older Per: No

Affidavit:

Expire/Renewal Date:

FCHR Website Y/N:

Max Pet Wt:

Pet Restrictions: Per Zoning Regulations

Can Property be Leased: Yes

Building Elevator Y/N:

Lease Restrictions: No

Minimum Lease Period:No Minimum

Additional Lease Restrictions:

Photos

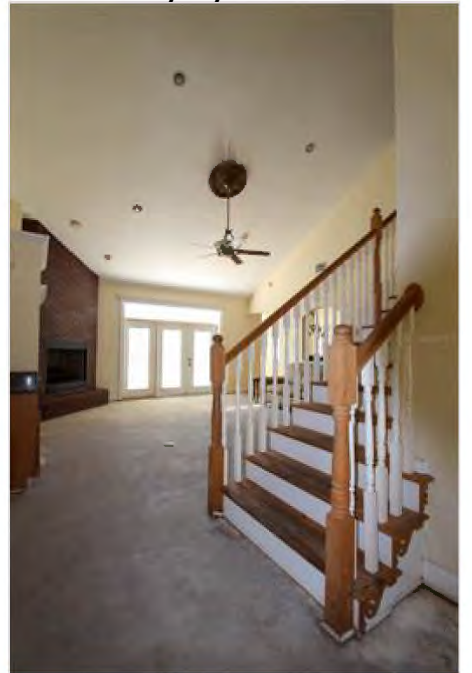




Entry Foyer



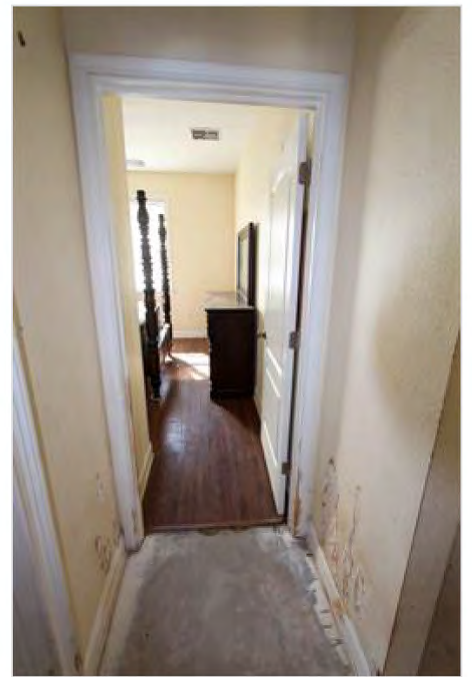
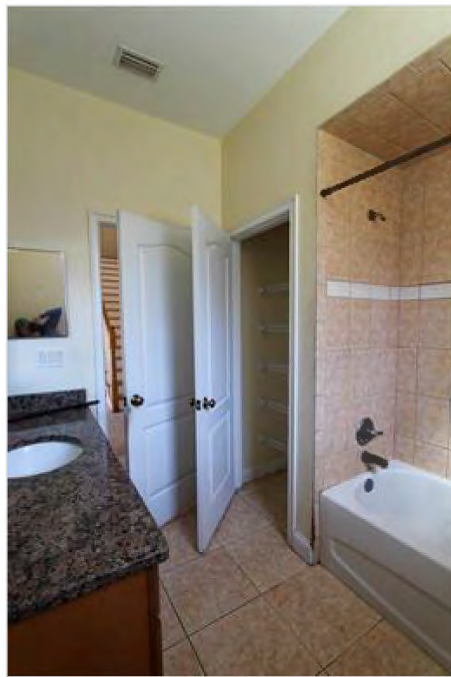
Bedroom/Office



Dining Room



Main Floor Bath



Main Floor Bedroom

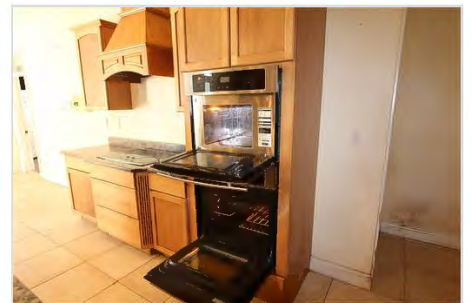




Propane Fireplace



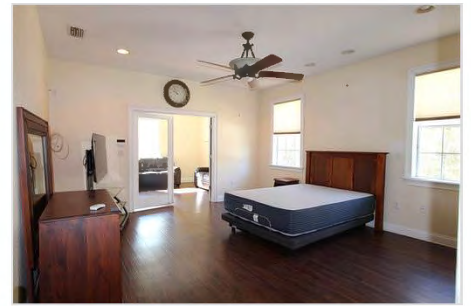
Kitchen with breakfast nook



Pantry closet



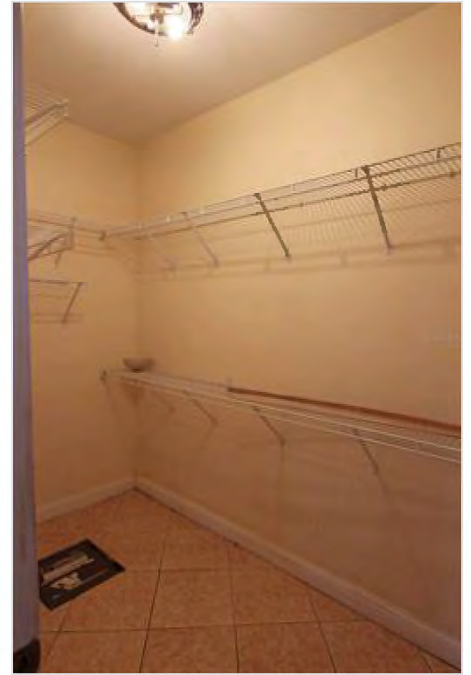
Laundry Room

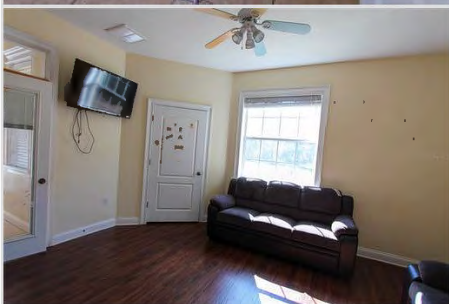
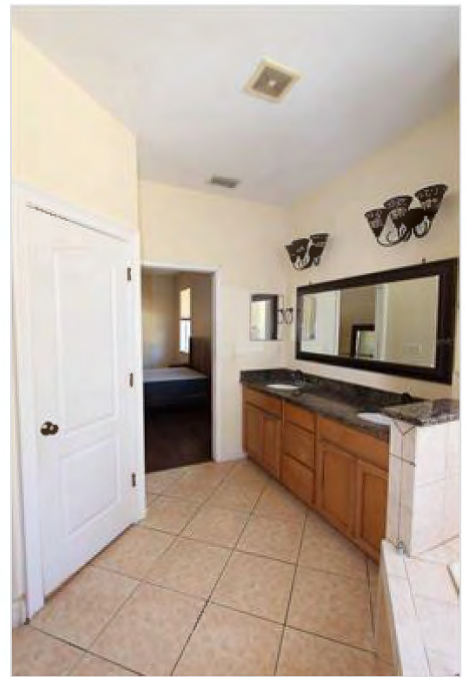


Master Bedroom

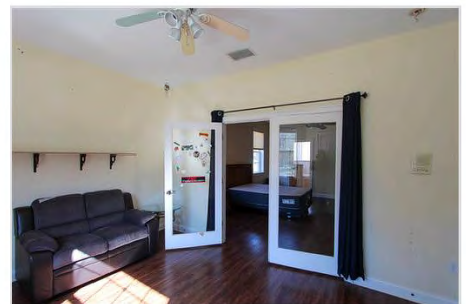


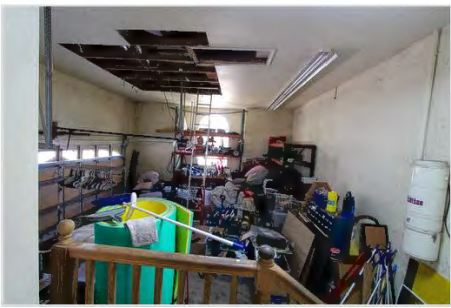
Master Bathroom



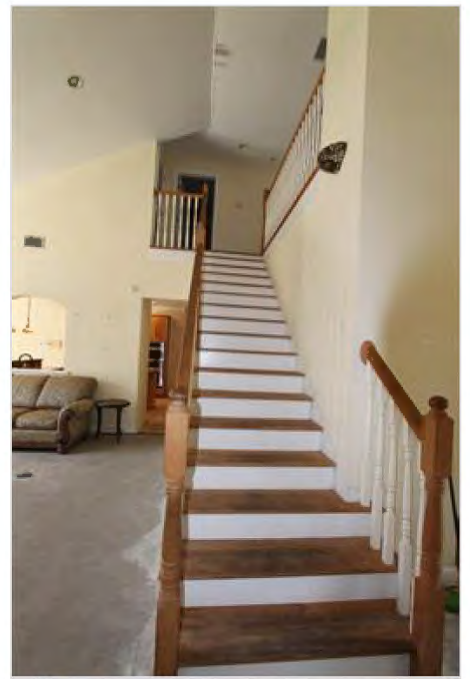
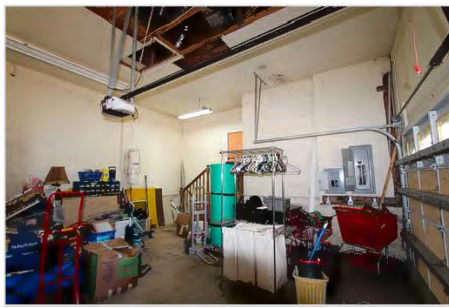


Master area sitting room or bedroom

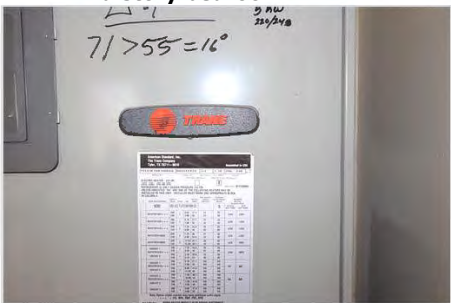
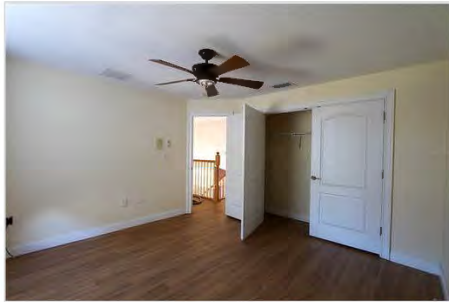




Garage



2nd story bedroom

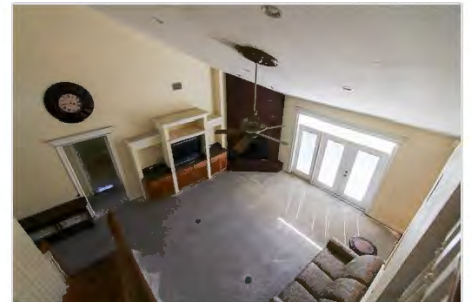
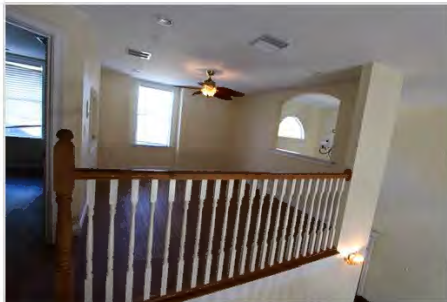




2nd story bathroom



2nd story loft



Quiet secluded location



**Mobile Home with well & septic
(uninhabitable)**



Accessibility Issues?

We want this website to be accessible to everyone. If you experience any accessibility problems using the website, please contact our ADA support hotline at **844-209-0134** to report the issue and for assistance getting the information you need.

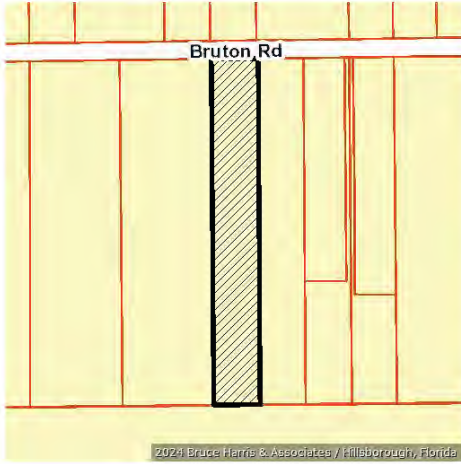
Angela Poole | HIGGENBOTHAM AUCTIONEERS | angie@higgenbotham.com



Bob Henriquez Hillsborough County Property Appraiser

<https://www.hcpafil.org/>
 15th Floor County Ctr.
 601 E. Kennedy Blvd, Tampa, Florida 33602-4932
 Ph: (813) 272-6100

Folio: 080194-0000



Owner Information

Owner Name	SPRY SANDRA D
Mailing Address	3037 BRUTON RD PLANT CITY, FL 33565-7005
Site Address	3037 BRUTON RD, PLANT CITY
PIN	U-25-27-21-ZZZ-000003-30760.0
Folio	080194-0000
Prior PIN	
Prior Folio	000000-0000
Tax District	U - UNINCORPORATED
Property Use	0100 SINGLE FAMILY R
Plat Book/Page	/
Neighborhood	219003.00 Antioch Area E to Countyline Rd
Subdivision	ZZZ UNPLATTED

Value Summary

Taxing District	Market Value	Assessed Value	Exemptions	Taxable Value
County	\$637,719	\$290,667	\$50,000	\$240,667
Public Schools	\$637,719	\$290,667	\$25,000	\$265,667
Municipal	\$637,719	\$290,667	\$50,000	\$240,667
Other Districts	\$637,719	\$290,667	\$50,000	\$240,667

Note: This section shows Market Value, Assessed Value, Exemptions, and Taxable Value for taxing districts. Because of changes in Florida Law, it is possible to have different assessed and taxable values on the same property. For example, the additional \$25,000 Homestead Exemption and the non-homestead CAP do not apply to public schools, and the Low Income Senior Exemption only applies to countywide and certain municipal millages.

Sales Information

Book / Page	Instrument	Month	Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Price
11108 / 1727	2001317984	09	2001	WD	Unqualified	Improved	\$15,000
8001 / 1864	95306934	12	1995	WD	Qualified	Vacant	\$33,000
3456 / 0661		12	1978	WD	Unqualified	Vacant	\$100
3456 / 0662		12	1978	WD	Unqualified	Vacant	\$100

Building Information

Building 1

Type	02 MANUFACTURED HOME (AYB > 1976)
Year Built	1979

Building 1 Construction Details

Element	Code	Construction Detail
Class	D	Wood Frame
Exterior Wall	12	Metal
Roof Structure	1	Flat
Roof Cover	9	Metal
Interior Walls	4	Plywood paneling
Interior Flooring	8	Carpet
Heat/AC	2	Central
Condition	3	Average
Architectural Style	19	Basic Mobile Home
Stories	1.0	
Bedrooms	2.0	
Bathrooms	1.0	
Units	1.0	



Building 1 subarea

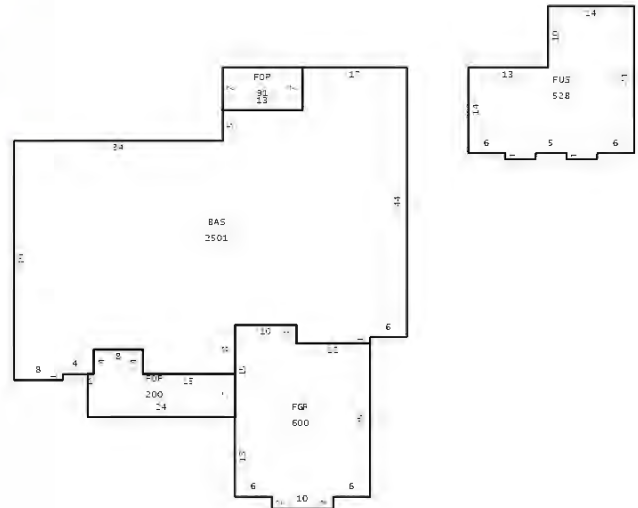
Area Type	Gross Area	Heated Area	Depreciated Value
BAS	784	784	\$17,580
Totals	784	784	\$17,580

Building 2

Type	01 SINGLE FAMILY
Year Built	2006

Building 2 Construction Details

Element	Code	Construction Detail
Class	C	Masonry or Concrete Frame
Exterior Wall	7	Masonry Frm: Stucco
Exterior Wall	6	Wd/Mtl Frm: Stucco
Roof Structure	3	Gable or Hip
Roof Cover	3	Asphalt/Comp. Shingle
Interior Walls	5	Drywall
Interior Flooring	7	Tile
Interior Flooring	8	Carpet
Heat/AC	2	Central
Architectural Style	5	Contemporary
Condition	3	Average
Bedrooms	4.0	
Bathrooms	3.0	
Stories	2.0	
Units	1.0	



Building 2 subarea

Area Type	Gross Area	Heated Area	Depreciated Value
BAS	2,501	2,501	\$318,963
FGR	600		\$38,260
FOP	200		\$6,377
FOP	91		\$2,933
FUS	528	528	\$60,579
Totals	3,920	3,029	\$427,112

Extra Features

OB/XF Code	Description	Building	Year On Roll	Length	Width	Units	Value
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0050	CONCRETE PATIO	1	2007	34	12	408.00	\$2,460
0595	FIREPLACE	2	2007	0	0	1.00	\$5,220
0120	DECK WOOD	1	2012	0	0	64.00	\$310

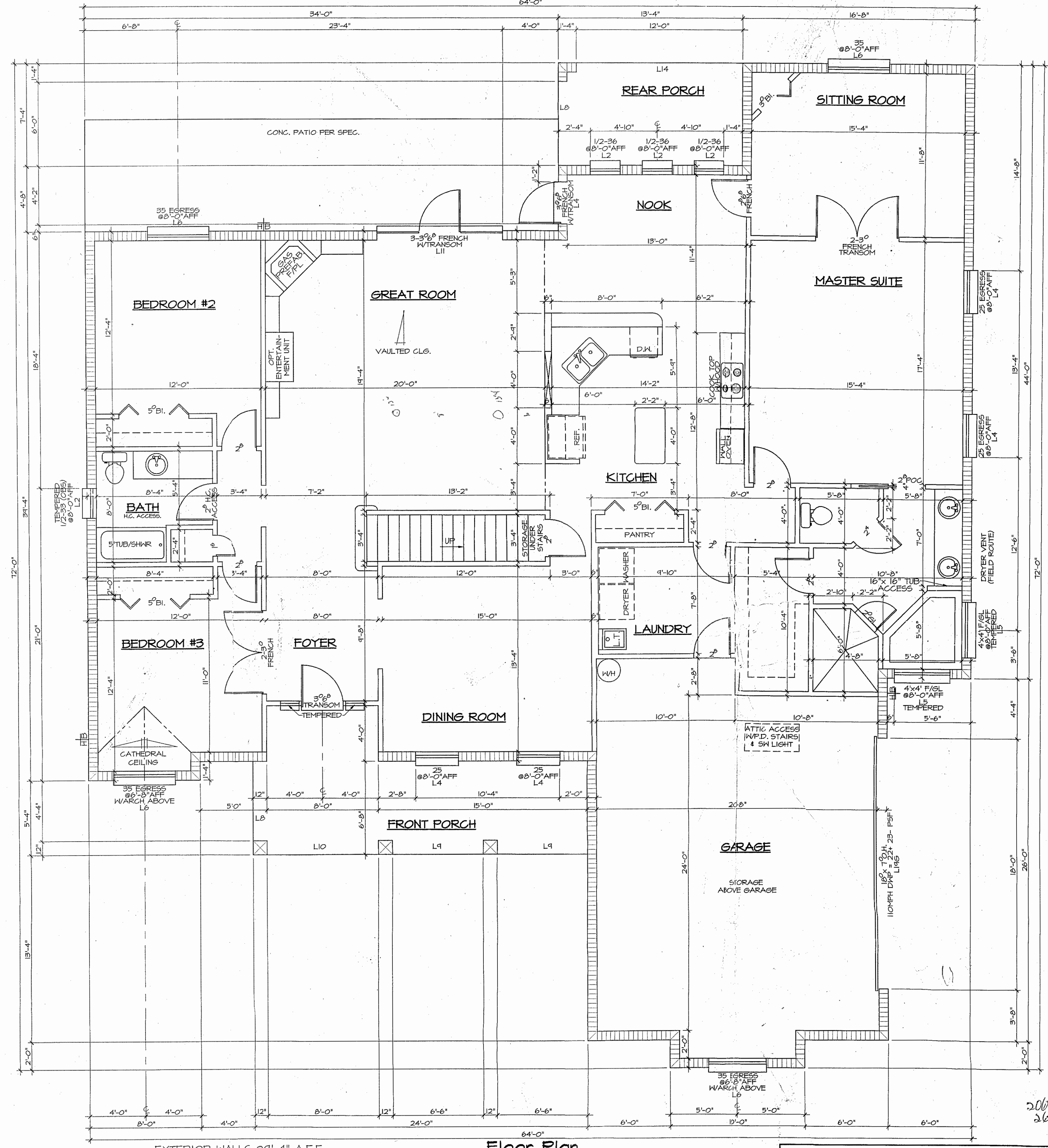
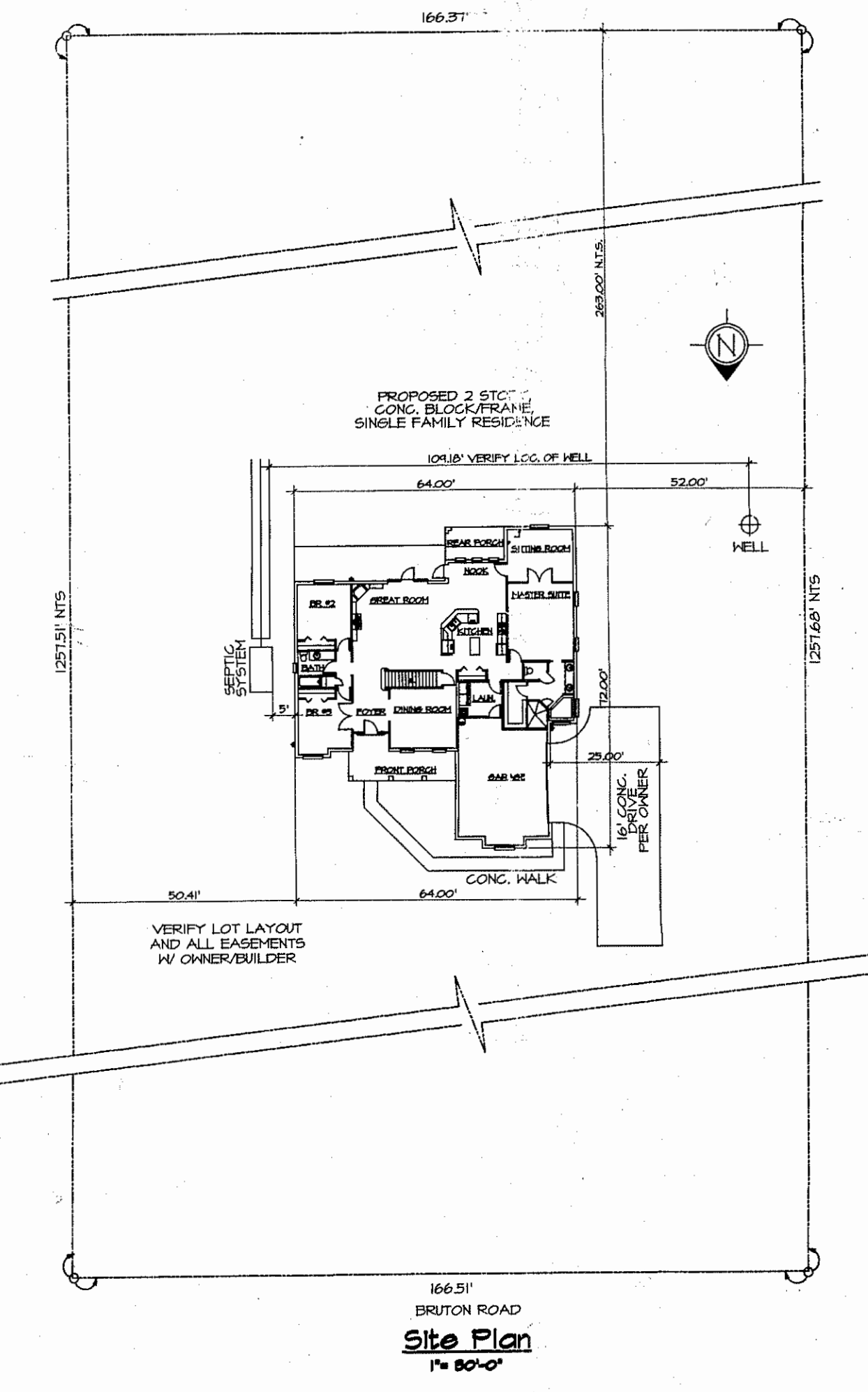
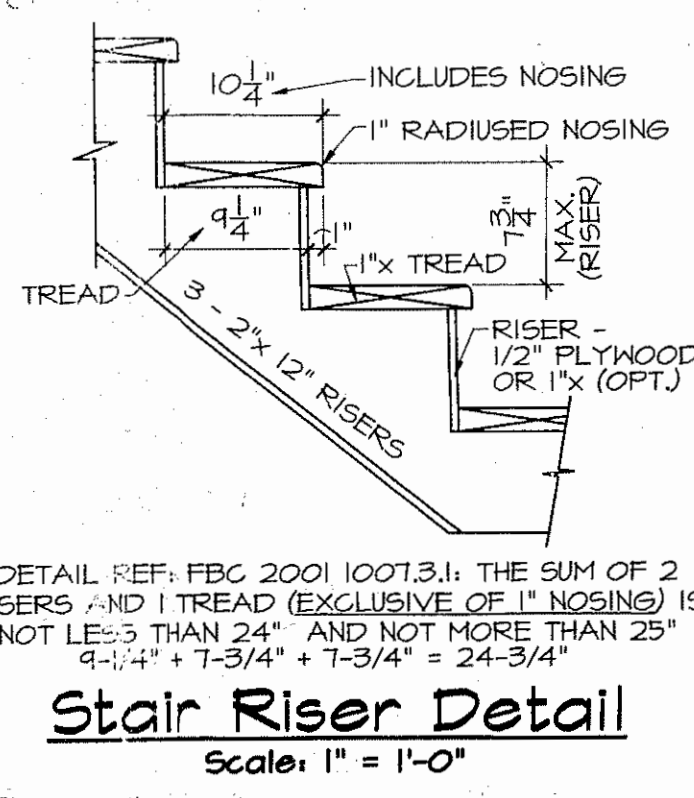
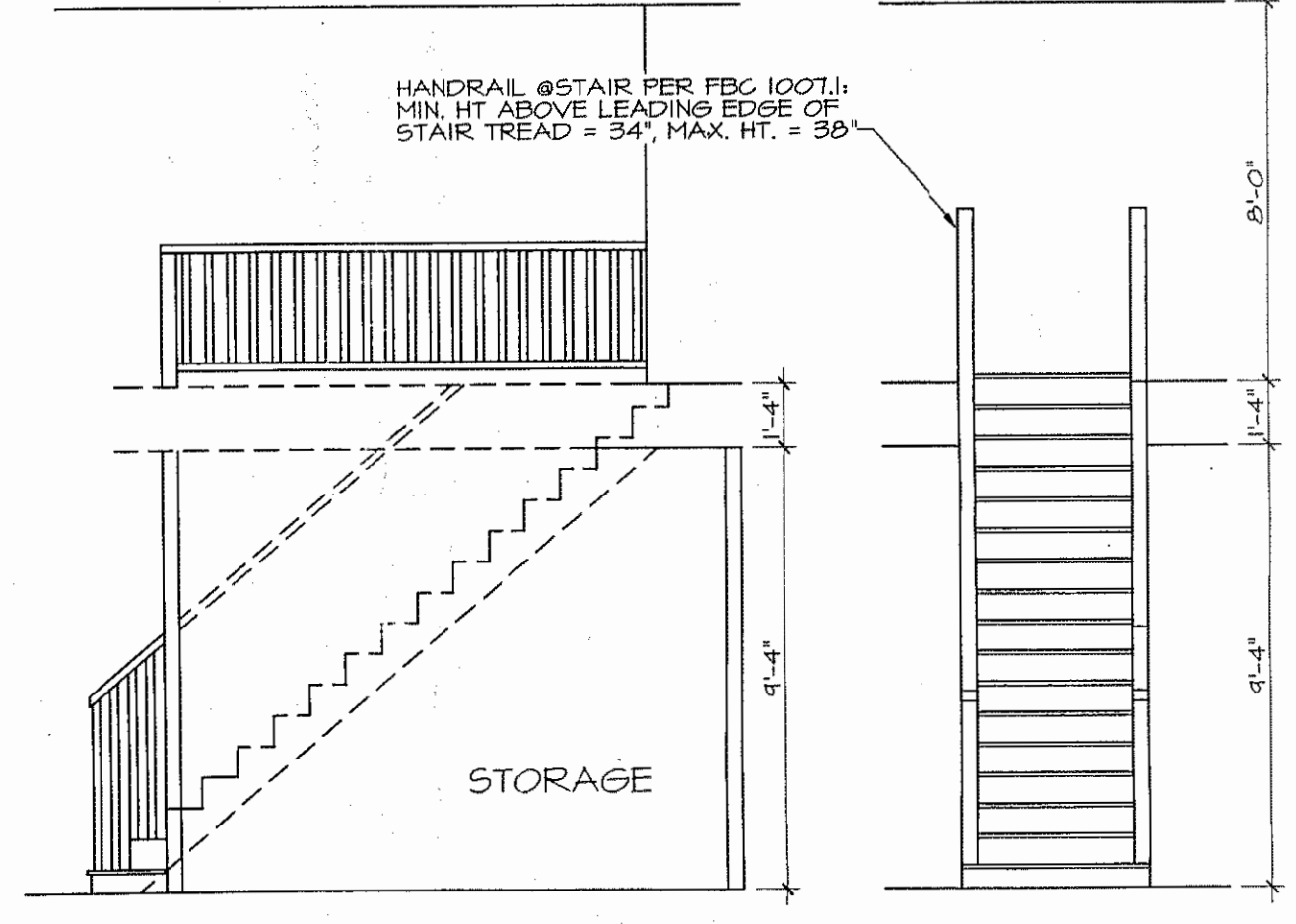
Land Information

Use Code	Description	Zone	Front	Depth	Land Type	Total Land Units	Land Value
994I	Acreage Class 4	AS-0.4	0.0	0.0	AC ACREAGE	4.73	\$185,038

Legal Description

W 1/2 OF W 1/4 OF SE 1/4 OF NE 1/4 LESS N 70 FT FOR RD

Powers Steel # Precast Intel Schedule										
Clear Span	Intel Size	Powers Steel Box Intels			Precast/Prestressed Concrete Intels					
		Mark No.	Detail	Rebar	Type	File #	Rebar	Notes	Notes	Notes
1'-6"	2'-0"	L-1	Detail E	1-#5	PC	U	NOT REQD			
2'-0"	3'-0"	L-2	Detail E	1-#5	PC	U	NOT REQD			
3'-0"	4'-0"	L-3	Detail E	1-#5	PC	U	NOT REQD			
4'-0"	5'-0"	L-4	Detail E	1-#5	PC	U	NOT REQD			
5'-0"	6'-0"	L-5	Detail E	1-#5	PC	U	NOT REQD			
6'-0"	7'-0"	L-6	Detail E	1-#5	PC	U	NOT REQD			
7'-0"	8'-0"	L-7	Detail E	1-#5	PC	U	NOT REQD			
8'-0"	9'-0"	L-8	Detail E	1-#5	PC	U	NOT REQD			
9'-0"	10'-0"	L-9	Detail E	1-#5	PC	U	NOT REQD			
10'-0"	11'-0"	L-10	Detail E	1-#5	PC	U	NOT REQD			
11'-0"	12'-0"	L-11	Detail E	1-#5	PC	U	NOT REQD			
12'-0"	13'-0"	L-12	Detail E	1-#5	PC	U	NOT REQD			
13'-0"	14'-0"	L-13	Detail E	1-#5	PC	U	NOT REQD			
14'-0"	15'-0"	L-14	Detail E	1-#5	PC	U	NOT REQD			
15'-0"	16'-0"	L-15	Detail E	1-#5	PC	U	NOT REQD			
16'-0"	17'-0"	L-16	Detail E	1-#5	PC	U	NOT REQD			
17'-0"	18'-0"	L-17	Detail E	1-#5	PC	U	NOT REQD			
18'-0"	19'-0"	L-18	Detail E	1-#5	PC	U	NOT REQD			
19'-0"	20'-0"	L-19	Detail E	1-#5	PC	U	NOT REQD			
20'-0"	21'-0"	L-20	Detail E	1-#5	PC	U	NOT REQD			
21'-0"	22'-0"	L-21	Detail E	1-#5	PC	U	NOT REQD			
22'-0"	23'-0"	L-22	Detail E	1-#5	PC	U	NOT REQD			
23'-0"	24'-0"	L-23	Detail E	1-#5	PC	U	NOT REQD			
24'-0"	25'-0"	L-24	Detail E	1-#5	PC	U	NOT REQD			
25'-0"	26'-0"	L-25	Detail E	1-#5	PC	U	NOT REQD			
26'-0"	27'-0"	L-26	Detail E	1-#5	PC	U	NOT REQD			
27'-0"	28'-0"	L-27	Detail E	1-#5	PC	U	NOT REQD			
28'-0"	29'-0"	L-28	Detail E	1-#5	PC	U	NOT REQD			
29'-0"	30'-0"	L-29	Detail E	1-#5	PC	U	NOT REQD			
30'-0"	31'-0"	L-30	Detail E	1-#5	PC	U	NOT REQD			
31'-0"	32'-0"	L-31	Detail E	1-#5	PC	U	NOT REQD			
32'-0"	33'-0"	L-32	Detail E	1-#5	PC	U	NOT REQD			
33'-0"	34'-0"	L-33	Detail E	1-#5	PC	U	NOT REQD			
34'-0"	35'-0"	L-34	Detail E	1-#5	PC	U	NOT REQD			
35'-0"	36'-0"	L-35	Detail E	1-#5	PC	U	NOT REQD			
36'-0"	37'-0"	L-36	Detail E	1-#5	PC	U	NOT REQD			
37'-0"	38'-0"	L-37	Detail E	1-#5	PC	U	NOT REQD			
38'-0"	39'-0"	L-38	Detail E	1-#5	PC	U	NOT REQD			
39'-0"	40'-0"	L-39	Detail E	1-#5	PC	U	NOT REQD			
40'-0"	41'-0"	L-40	Detail E	1-#5	PC	U	NOT REQD			
41'-0"	42'-0"	L-41	Detail E	1-#5	PC	U	NOT REQD			
42'-0"	43'-0"	L-42	Detail E	1-#5	PC	U	NOT REQD			
43'-0"	44'-0"	L-43	Detail E	1-#5	PC	U	NOT REQD			
44'-0"	45'-0"	L-44	Detail E	1-#5	PC	U	NOT REQD			
45'-0"	46'-0"	L-45	Detail E	1-#5	PC	U	NOT REQD			
46'-0"	47'-0"	L-46	Detail E	1-#5	PC	U	NOT REQD			
47'-0"	48'-0"	L-47	Detail E	1-#5	PC	U	NOT REQD			
48'-0"	49'-0"	L-48	Detail E	1-#5	PC	U	NOT REQD			
49'-0"	50'-0"	L-49	Detail E	1-#5	PC	U	NOT REQD			
50'-0"	51'-0"	L-50	Detail E	1-#5	PC	U	NOT REQD			
51'-0"	52'-0"	L-51	Detail E	1-#5	PC	U	NOT REQD			
52'-0"	53'-0"	L-52	Detail E	1-#5	PC	U	NOT REQD			
53'-0"	54'-0"	L-53	Detail E	1-#5	PC	U	NOT REQD			
54'-0"	55'-0"	L-54	Detail E	1-#5	PC	U	NOT REQD			
55'-0"	56'-0"	L-55	Detail E	1-#5	PC	U	NOT REQD			
56'-0"	57'-0"	L-56	Detail E	1-#5	PC	U	NOT REQD			
57'-0"	58'-0"	L-57	Detail E	1-#5	PC	U	NOT REQD			
58'-0"	59'-0"	L-58	Detail E	1-#5	PC	U	NOT REQD			
59'-0"	60'-0"	L-59	Detail E	1-#5	PC	U	NOT REQD			
60'-0"	61'-0"	L-60	Detail E	1-#5	PC	U	NOT REQD			
61'-0"	62'-0"	L-61	Detail E	1-#5	PC	U	NOT REQD			
62'-0"	63'-0"	L-62	Detail E	1-#5	PC	U	NOT REQD			
63'-0"	64'-0"	L-63	Detail E	1-#5	PC	U	NOT REQD			
64'-0"	65'-0"	L-64	Detail E	1-#5	PC	U	NOT REQD			
65'-0"	66'-0"	L-65	Detail E	1-#5	PC	U	NOT REQD			
66'-0"	67'-0"	L-66	Detail E	1-#5	PC	U	NOT REQD			
67'-0"	68'-0"	L-67	Detail E	1-#5	PC	U	NOT REQD			
68'-0"	69'-0"	L-68	Detail E	1-#5	PC	U	NOT REQD			
69'-0"	70'-0"	L-69	Detail E	1-#5	PC	U	NOT REQD			
70'-0"	71'-0"	L-70	Detail E	1-#5	PC	U	NOT REQD			
71'-0"	72'-0"	L-71	Detail E	1-#5	PC	U	NOT REQD			
72'-0"	73'-0"	L-72	Detail E	1-#5	PC	U	NOT REQD			
73'-0"	74'-0"	L-73	Detail E	1-#5	PC	U	NOT REQD			
74'-0"	75'-0"	L-74	Detail E	1-#5	PC	U	NOT REQD			
75'-0"	76'-0"	L-75	Detail E	1-#5	PC	U	NOT REQD			
76'-0"	77'-0"	L-76	Detail E	1-#5	PC	U	NOT REQD			
77'-0"	78'-0"	L-77	Detail E	1-#5	PC	U	NOT REQD			
78'-0"	79'-0"	L-78	Detail E	1-#5	PC	U	NOT REQD			
79'-0"	80'-0"	L-79	Detail E	1-#5	PC	U	NOT REQD			
80'-0"	81'-0"	L-80	Detail E	1-#5	PC	U	NOT REQD			
81'-0"	82'-0"	L-81	Detail E	1-#5	PC	U	NOT REQD			
82'-0"	83'-0"	L-82	Detail E	1-#5	PC	U	NOT REQD			
83'-0"	84'-0"	L-83	Detail E	1-#5	PC	U	NOT REQD			
84'-0"	85'-0"	L-84	Detail E	1-#5	PC	U	NOT REQD			
85'-0"	86'-0"	L-85	Detail E	1-#5	PC	U	NOT REQD			
86'-0"	87'-0"	L-86	Detail E	1-#5	PC	U	NOT REQD			
87'-0"	88'-0"	L-87	Detail E	1-#5	PC	U	NOT REQD			
88'-0"	89'-0"	L-88	Detail E	1-#5	PC	U	NOT REQD			
89'-0"	90'-0"	L-89	Detail E	1-#5	PC	U	NOT REQD			
90'-0"	91'-0"	L-90	Detail E	1-#5	PC	U	NOT REQD			
91'-0"	92'-0"	L-91	Detail E	1-#5	PC	U	NOT REQD			
92'-0"	93'-0"	L-92	Detail E	1-#5	PC	U	NOT REQD			
93'-0"	94'-0"	L-93	Detail E	1-#5	PC	U	NOT REQD			
94'-0"	95'-0"	L-94	Detail E	1-#5	PC	U	NOT REQD			
95'-0"	96'-0"	L-95	Detail E	1-#5	PC	U	NOT REQD			
96'-0"	97'-0"	L-96	Detail E	1-#5	PC	U	NOT REQD			
97'-0"	98'-0"	L-97	Detail E	1-#5	PC	U	NOT REQD			
98'-0"	99'-0"	L-98	Detail E	1-#5	PC	U	NOT REQD			
99'-0"	100'-0"	L-99	Detail E	1-#5	PC	U	NOT REQD			
100'-0"	101'-0"	L-100	Detail E	1-#5	PC	U	NOT REQD			



THIS PLAN SET IS THE PROPERTY OF BUILT WELL HOMES, INC. THIS DESIGN IS RELEASED FOR CONSTRUCTION OF ONE (1) HOME ONLY, BY THE UNDERSIGNED. FURTHER USE WITHOUT EXPRESS WRITTEN CONSENT OF BUILT WELL HOMES, INC. IS PROHIBITED.

RON FROST, BUILT WELL HOMES, INC.

WINDOW/DOOR INSTALLATION:
INSTALL WINDOWS AND DOORS FOR SPECIFIED DESIGN WIND LOAD PRESSURE PER FBC 2001 (CH 16 TOTAL 4.1 AND 4.3 DESIGN WIND PRESSURE + 30PSF - VERIFY FOR INDIVIDUAL WINDOWS/DOORS PER MANUFACTURER SPECIFICATIONS. INSTALLATION PER FBC 2001, SECTIONS AND ENGINEERING DETAIL (FURNISHED BY WINDOW/DOOR MFG.)

AREAS:	
LIVING 1st FL.	2512
LIVING 2nd FL.	521
TOTAL LIVING	3,039
GARAGE	586
FRONT PORCH	192
REAR PORCH	98
TOTAL:	3,915

DESIGN LOADS:
Basic Wind Speed 110MPH
Exposure Category: B
Importance Factor: 1
Internal Pressure Coeff: ±1.0

Roof: LL 20PSF
DL 10PSF MIN.
Living Area: LL 40PSF
DL 15PSF
Storage Slab: 50PSF MIN.

Components & Cladding
Design Wind Pressure (DWP): POS. NEG. 30PSF

Plans Designed and Engineered In Accordance With FBC 2001 Sect. 1606.10(MPH) Basic Wind Speed INTERPOLATED FROM FBC WIND ZONE MAP Michael A. Robinson, P.E. 2/21/05

MdM
4-28-05

REVISIONS	BY

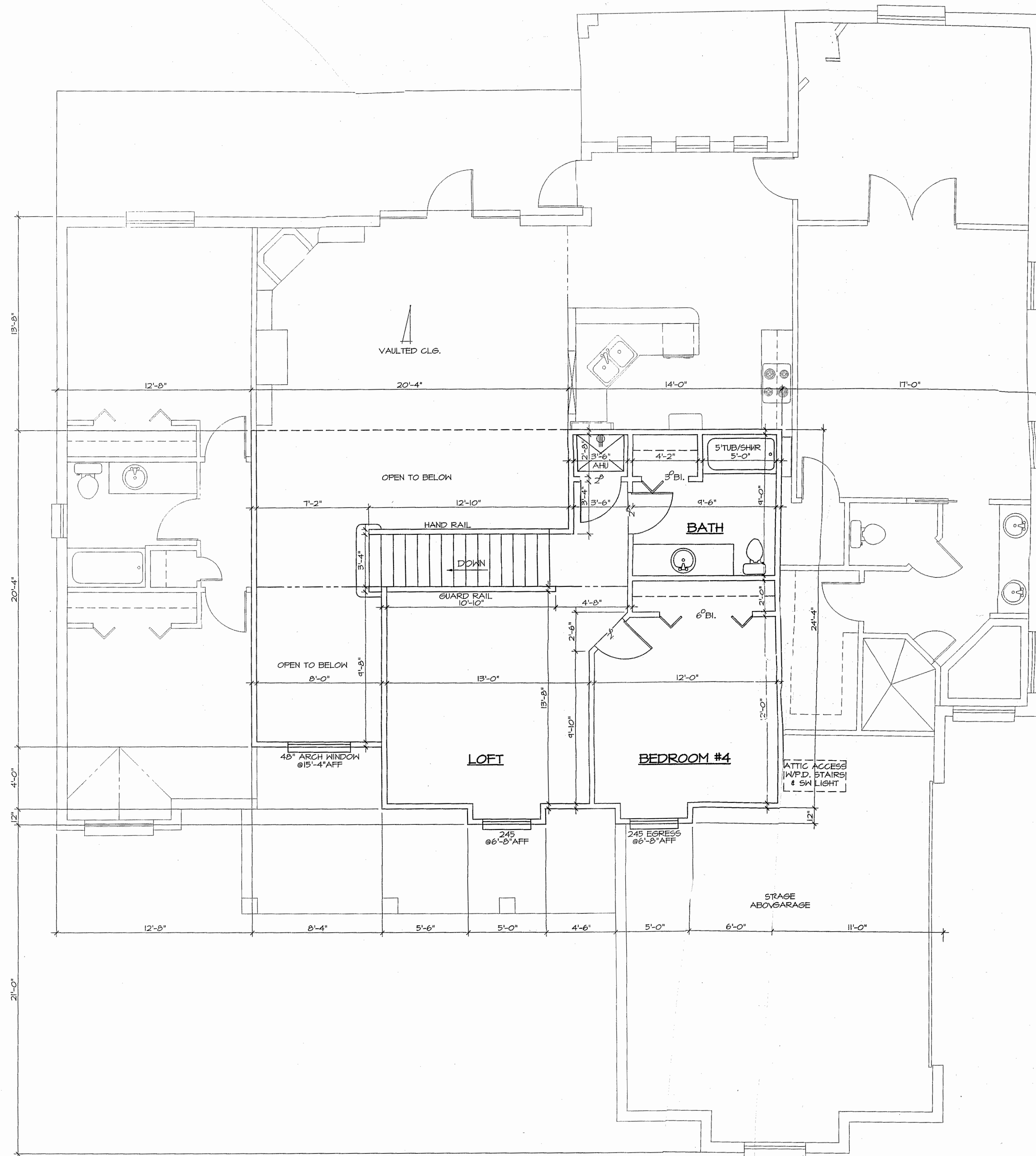
ARCHITECTURAL DESIGN
COMMERCIAL & RESIDENTIAL
Dynamagraphics
DESIGN DRAFTING
FRANK RITCHIE
PHONE: 863-952-6101
FAX: 863-952-4503
EMAIL: dynamag@earthlink.net
ADDRESS: 1001 S. GULF BLVD. SUITE 3
LAKELAND, FL 32804

The Summit Model For:
Keith Hamm and Sandy Spry
By Permission From Built Well Homes
Floor Plan - First Floor

BUILT-WELL HOMES, INC

DRAWN BY: DGF
CHECKED BY: LHF 4/26/2005
DATE: 3/09/05
SCALE: AS NOTED
SHEET: 1
OF 6 SHEETS
JOB No. 2005-102

NOTE: ROOM SIZES ARE APPROXIMATE. Dimensions are from inside masonry and framing, rounded up to the nearest inch (flooring adds 1/2"). Frame walls = 4" width. Framing, drywall, insulation and baseboards are not included in dimensions. Actual room sizes may vary slightly from those shown.



Floor Plan
1/4" = 1'-0"

AREAS:	
LIVING 1st FL.	2,512
LIVING 2nd FL.	527
TOTAL LIVING	3,039
GARAGE	586
FRONT PORCH	192
REAR PORCH	98
TOTAL:	3,915

DESIGN LOADS:	
Basic Wind Speed	110MPH
Exposure Category	B
Importance Factor	1
Internal Pressure Coef.	±1.8
Roof:	LL 20PSF
	DL 10PSF MIN.
Living Area:	LL 40PSF
	DL 15PSF
Garage Slab:	50PSF MIN.
Components & Cladding:	Design Wind Pressure (20kF)
	POS./NEG. 30PSF

Plans Designed and Engineered
in Accordance with FBC 2001
Sect. 1606, 110MPH Basic Wind Speed
INTERPOLATED FROM FBC WIND ZONE MAP
Michael A. Robinson, P.E.
FL 26317

WINDOW/DOOR INSTALLATION:
INSTALL WINDOWS AND DOORS FOR
SPECIFIED DESIGN WIND LOAD PRESSURE
PER FBC 2001 (CH. 16, 1701.4) & 1701.4.3
DESIGN WIND PRESSURE = 30PSF - VERIFY
FOR INDIVIDUAL WINDOWS/DOORS
PER WIND ZONE LOCATIONS AND PER
MANUFACTURER SPECIFICATIONS
INSTALLATION PER MFG. SPECS.
AND ENGINEERING PKG. DETAILS
(FURNISHED BY WINDOW/DOOR MFG.)

REVISIONS	BY

CUSTOM HOME DESIGN
ARCHITECTURAL SERVICES
RESIDENTIAL & COMMERCIAL

Dynagraphics
FRANK A. FITCH
DESIGN DRAFTING

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4949 dynagraphics@verizon.net

OFFICE:
40 W. WILSON DR. SUITE 3
LAKELAND, FL 33801

The Summit Model For:
Keith Hamm and Sandy Spry
By Permission From Built Well Homes
Floor Plan - Second Floor

**BUILT - WELL
HOMES, INC**

DRAWN BY	D.S.F.
CHECKED BY	LHF 4/26/2005
DATE	3/09/05
SCALE	AS NOTED
SHEET	2
OF 6 SHEETS	
JOB No.	2005-102

NOTE: Client or Builder is responsible for approval of all Plans. Approval for photographs to complete engineering details acceptance of plans as shown.

NOTE: ROOM SIZES ARE APPROXIMATE** Dimensions are from inside masonry and framing, rounded up to the nearest 1/8". Masonry walls = 8". Frame walls = 4" width. Furring, original insulation and baseboards are not included in dimensions. Substitutions may vary per builder specification.

NOTE: This plan set has been approved for use as a specific construction of more than one home or other similar units. Any other use without the written consent of the architect is prohibited.

Seller's Property Disclosure – Residential



Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____
 _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? Lemonte)

1. Structures; Systems; Appliances

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|-------------------------------------|-------------------------------------|--------------------------|
| (a) Are the structures including roofs: ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Is seawall, if any, and dockage, if any, structurally sound? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Does the Property have aluminum wiring other than the primary service line? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Are any of the appliances leased? If yes, which ones: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) If any answer to questions 1(a) - 1(c) is no, please explain: _____ | | | |

2. Termites; Other Wood-Destroying Organisms; Pests

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>only control purchase</u> | | | |

3. Water Intrusion; Drainage; Flooding

- | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|
| (a) Has past or present water intrusion affected the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Have past or present drainage or flooding problems affected the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Is any of the Property located in a special flood hazard area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Is any of the Property located seaward of the coastal construction control line? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Does your lender require flood insurance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Do you have an elevation certificate? If yes, please attach a copy. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ | | | |

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller _____ and **Buyer** _____ acknowledge receipt of a copy of this page, which is Page 1 of 4.

	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: <u>2) front not behind with Rear House Behind home</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property? <i>back dead below L.M. Bell</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>10</u> years OR date installed <u>Aug 2007</u>			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller (8) () and Buyer () () acknowledge receipt of a copy of this page, which is Page 2 of 4.

	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____ _____			

9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08. Florida Statutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance Policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller (*SV*) () and Buyer () () acknowledge receipt of a copy of this page, which is Page 3 of 4.

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|--------------------------|-------------------------------------|--------------------------|
| (f) Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Are there any zoning restrictions affecting improvements or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Are any improvements located below the base flood elevation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (m) Are there any active permits on the Property that have not been closed by a final inspection? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____ | | | |

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?
If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. (If checked) **Other Matters; Additional Comments** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: *Janice R. Spay* / Sandra P. Spay Date: 2/2/24
 (signature) (print)
 Seller: _____ / _____ Date: _____
 (signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
 (signature) (print)
 Buyer: _____ / _____ Date: _____
 (signature) (print)

Seller (*SS*) (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4.



Contract For Sale and Purchase

1629 Shepherd Rd
Lakeland, FL 33811
(863) 644-6681

HILLSBOROUGH , FLORIDA MARCH 2 , 2024
 COUNTY STATE MONTH/DATE YEAR

Buyer: Address: City: State: FL Zip: Phone/Email:	Seller: Sandra D. Spry Address: 3037 Bruton Road City: Plant City State: FL Zip: 33565 Phone/Email:
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Buyer hereby offers to purchase the following described property:
 3037 Bruton Rd, Plant City FL, Hillsborough County ID#080194-0000, U-25-27-21-ZZZ-000003-30760.0
 The West ½ of the West ¼ of the SE ¼ of the NE ¼ of Section 25, Township 27 South, Range 21 East, LESS the North 70 feet for Road Right-Of-Way, all lying and being in Hillsborough County, Florida

TOTAL PURCHASE PRICE of said property is \$ _____ Balance payable as follows: (B) _____

Shall be paid as follows, to-wit:
 Earnest Money Deposit _____ Remaining balance due in cash at closing. _____

Held by: -Putnam & Creighton PA \$ 25,000.00
 500 S. Fla Ave, STE 300, Lakeland, FL 33801 _____

Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ _____ _____

- 1) **Title Insurance:** At the closing of this transaction, Seller shall have issued by PUTNAM & CREIGHTON, PA a commitment for title insurance agreeing to insure title to said property and upon closing, Seller shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.
- 2) **Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of ninety (90) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before: APRIL 1, 2024 . If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.
- 3) **Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by WARRANTY Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.
- 4) **Costs:** The cost of recording the deed and the required transfer taxes/stamps thereon shall be paid by the BUYER Buyer will pay a reasonable closing fee to the closing agent. Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.
- 5) **Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before _____ any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.

- 6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.
- 7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**
- 8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.
- 9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.
- 10) **Assignment:** This Contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.
- 11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.
- 12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.
- 13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.
- 14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **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 persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing or the ability of Buyer to obtain hazard insurance coverage for the property.

20) **Special Agreement(s):** The title certificate for the mobile home will not be provided.

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20__ 24_____.

Buyer(s)

Seller(s)

Printed Name: _____

Printed Name: SANDRA D. SPRY

Printed Name: _____

Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker

BY: _____