PROPERTY INFORMATION PACKAGE

3 CONTIGUOUS HOMESITES ON LAKE BUFFUM RD N

Ft. Meade, FL

10:00 A.M. • SATURDAY • JUNE 10

13. 1.1± acre homesite
    7460 Lake Buffum Rd N, 100±' x 435±', ***Absolute***
14. 1.25± acre homesite
    7470 Lake Buffum Rd N, 125±' x 435±', ***Absolute***
15. 1.1±acre homesite
    7480 Lake Buffum Rd N, 100±' x 435±', ***Absolute***

Auction Location: 1753 Club Circle, Lake Wales, FL 33898

PREVIEW: *Drive By At Your Own Convenience*

TERMS: *10% Due Day Of Sale - Balance Due At Closing On Or Before 30 Days - 10% Buyers Premium*

INTERNET TERMS: *$2,500 Credit Card Authorization in order to bid. A 10% Earnest Money Deposit is due to closing agent office within 48 hours of termination of auction. Remaining Balance due at closing on or before 30 days.*

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
SINCE 1959

AUCTION@HIGGENBOTHAM.COM

HIGGENBOTHAM.COM • 800-257-4161

M.E. Higgenbotham, FL Lic. #AU305 AB158

ABSOLUTE AUCTION

10AM, Saturday, June 10

Auction Lots #13, 14 & 15

LOCATION: 7460, 7470, 7480 Lake Buffum Rd North
Ft. Meade, FL 33841

DESCRIPTION: Two 1.1± acre and one 1.25± acre (C) homesites located beside each other. Homes & mobile homes allowed. Property is cleared and has a few remaining trees. Located on a paved road. Will need well & septic. Located near the boat ramp to Lake Buffum!

HOA: None

PROPERTY ID#
13) 26-31-02-000000-011060 - 7460
14) 26-31-02-000000-011150 - 7470
15) 26-31-02-000000-011070 - 7480

TAXES:
13) $ 108.83
14) $ 135.20
15) $ 106.53

**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.

LOT SIZE:
13) 100±' X 490±', culvert & cement pad
14) 125±' x 490±'
15) 100±' x 480±', culvert & cement pad

ZONING: ARR; Rural Agricultural

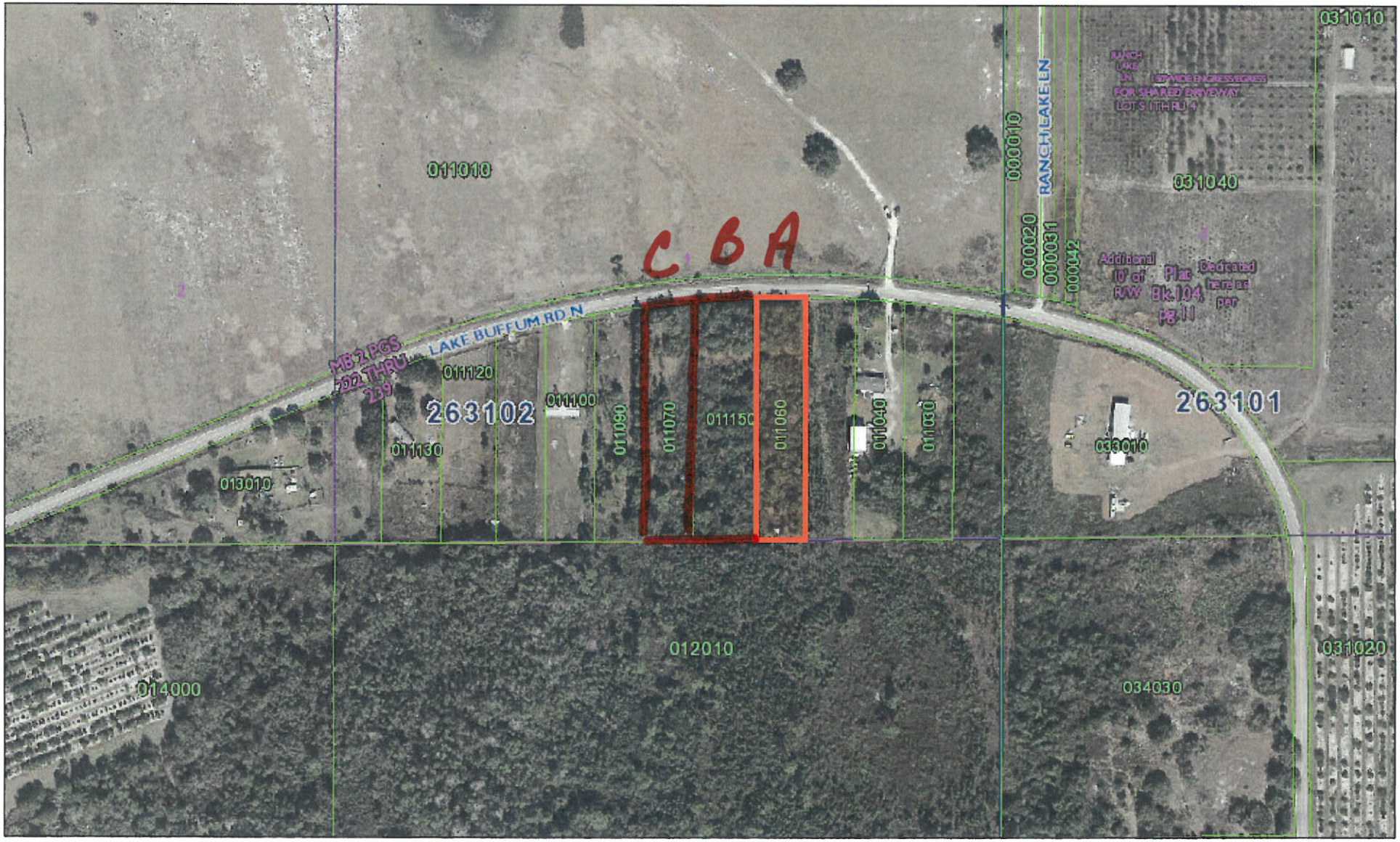
TERMS: 10% deposit due day of sale. Balance due at closing on or before 30 days.

SALE SITE: Auction will be conducted at 1753 Club Circle, Lake Wales, FL (Nalcrest)

Information Disclaimer

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of 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 make any warranty or representation as to the validity or accuracy of any information provided.

Lk Buffum Rd. Lots



Selected Parcel
Roads
Waterbodies
Municipal Boundaries
Lot and Block Text

Dimensions_ParcelFabric
Misc Text
Railroads

Parcels
Tax

Separated Right
Surrounding Counties
PLSS Townships
PLSS Sections
PLSS Boundaries

Gov't Lots

0 150 300 600 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida
April 24, 2017

N
W E
S

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 "ABSOLUTE" MEAN?

In an absolute auction, the property will be sold to the last and highest bidder regardless of price.

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!

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
SINCE 1959

5900 Imperial Lakes Blvd, Mulberry, FL 33860 • 800-257-4161 • www.higgenbotham.com • email:auction@higgenbotham.com

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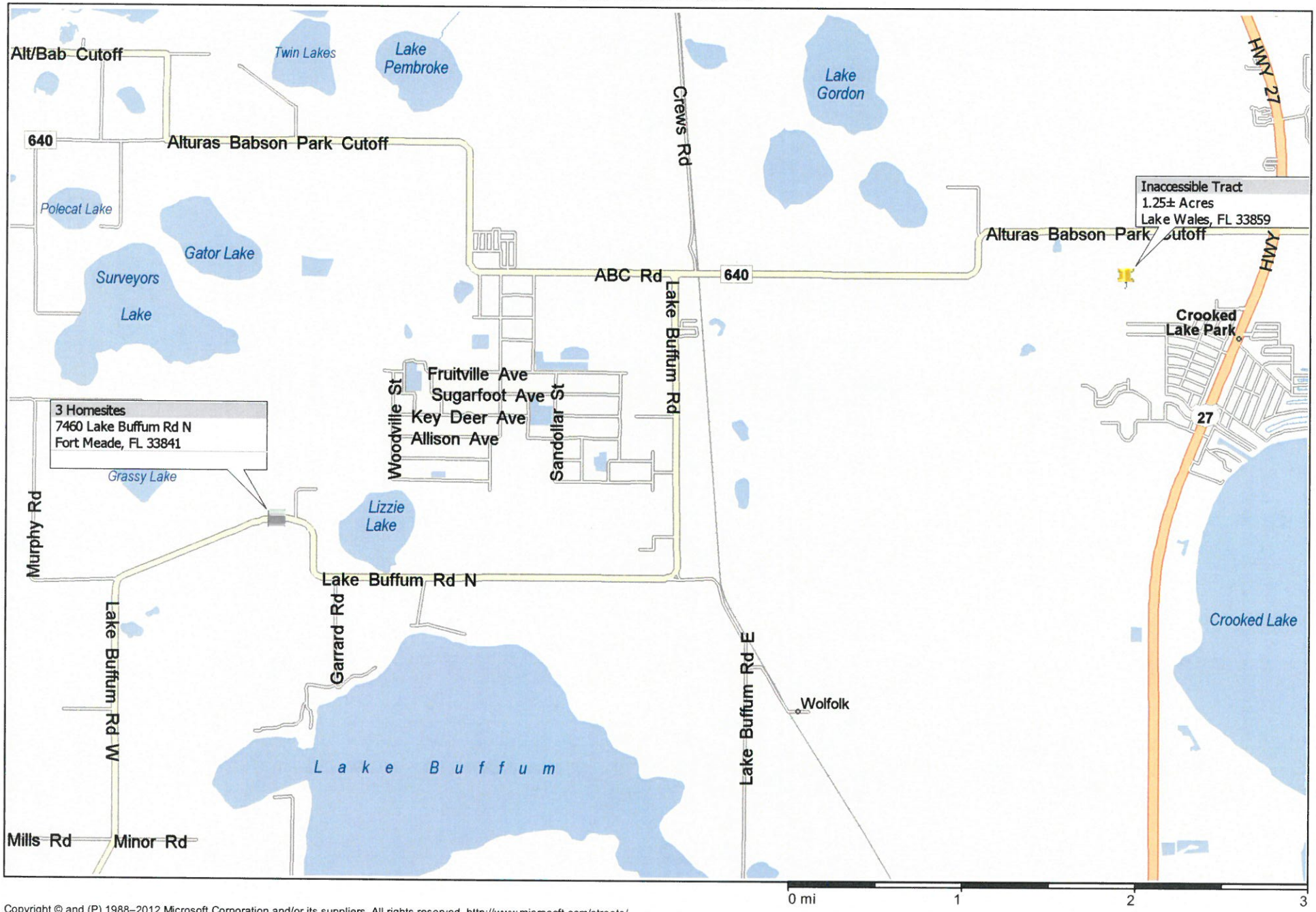
Polk Land Auction



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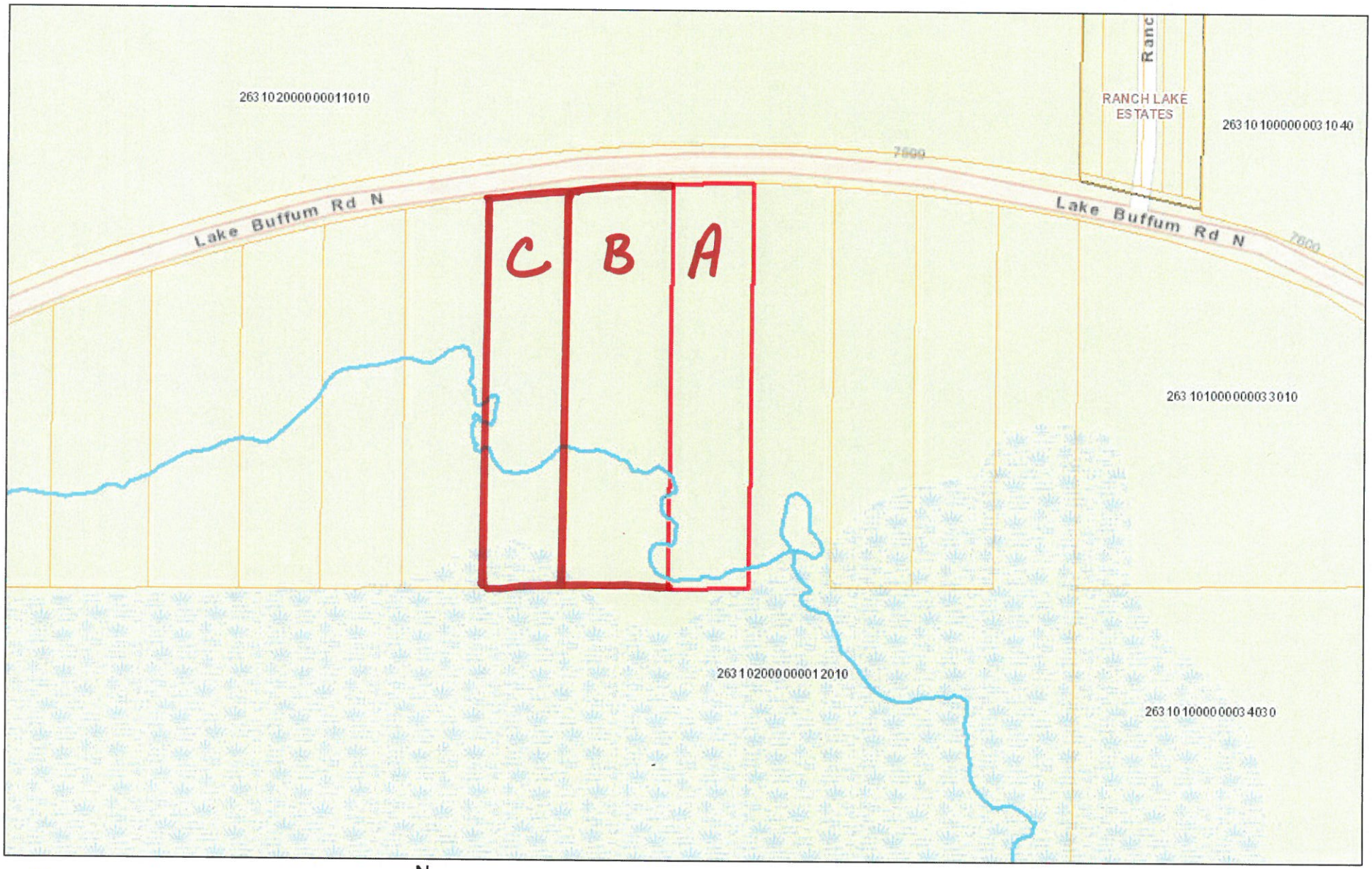
Flood Zone Map



POLK COUNTY

1:2,257

0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

N

This application is a public resource for flood data information. Polk County BoCC makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the data or derived information (both for internal and external/third party data source) provided herein. Users of this application should not rely on the data provided herein for any reason. Polk County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Polk County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.

Address: *0 LAKE BUFFUM RD N*
City: *FORT MEADE*
Zip: *33841*
Parcel ID: *263102000000011060*
FloodZone: *A*

Flood Zones

- A
- AE
- AH
- X5
- Floodways

GROWTH MANAGEMENT DEPARTMENT

LAND DEVELOPMENT DIVISION
Mark A. Cunningham, Director

330 West Church Street
Post Office Box 9005
Drawer GM03
Bartow, Florida 33831-9005
Phone: (863) 534-6792
Fax: (863) 534-6407

Board of County Commissioners

February 27, 2007

7640 N. LAKE GARFIELD ROAD

Mr. Jim Sacarello
11812 Spanish Lake Drive
Tampa, Florida 33636

Re: Property Appraiser's Tax I.D. Number
26-31-02-000000-011060

Dear Mr. Sacarello:

This response is to rescind the previous letter dated February 20, 2007. The current land use district on the above parcel of property is A/RR (agricultural, rural residential), or one dwelling per five acres. These lots were created by deed on May 6, 1991, under the grace period provision of the Polk County Comprehensive Plan that was adopted in 1991 and extended until April 18, 1992, to use the Zoning Regulations Ordinance 82-3 in place and in compliance with the Subdivision Regulations. Attached you will find a copy of the original language in the Comprehensive Plan.

Policy 2.128-D of the Comprehensive Plan addressed the platting requirements. However, I have enclosed an excerpt from the Subdivision Regulations adopted in 1979 that further specified if a new road right -of- way was established to provide access to the lots or parcels; it defined the division of land into two or more parcels that would trigger a subdivision plat.

These lots were created prior to the grace period of the Comprehensive Plan. It is the determination of this office that a new road was not being created to provide access to the lots, and that parcel 263102-000000-011060 would have been entitled to a building permit as a lot of record under the former zoning of Rural Conservation (RC) with the approval of a septic tank permit.

Hopefully this will clear up the matter and give this property a vested use as requested. If you need further information you may contact me at (863) 534-6458.

Sincerely,
Pat Brady
Pat Brady
Sr. Development Review Specialist

Arterials–Arterial roads and highways are intended to serve moderate to large traffic volumes traveling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterial roads should be well controlled and, in general, limited to collector roads and highways. Arterial roads are used to surround neighborhoods and connect widely separated rural and suburban communities. The arterial system should form a continuous network designed for a free flow of through traffic.

Collectors--Collector roads are intended to serve as the connecting link for local roads and highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate speeds and volumes. Access to collector roads should be restricted to local roads and highways and major traffic generators. Collectors should penetrate neighborhoods without forming a continuous network, thus discouraging through traffic which is better served by arterials.

Locals–The primary function of a local road is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed toward eliminating through traffic from these facilities.

(18) Subdivider -Any person who undertakes to create a subdivision.

(19) Subdivision–The division of a parcel of land, whether improved or unimproved, into two or more lots or parcels for the purpose, whether immediate or future, of transfer of ownership if the establishment of a new road right-of-way is necessary to provide access to the lots or parcels. The term subdivision includes a re-subdivion.

(20) U. S. C. & G. S.–United States Coast and Geodetic Survey.

Ordinance 79-39 (Subdivision Regulations) 11/22/83 – 83-30

ARTICLE III
ENGINEERING PLANS

SECTION 3–1 ENGINEERING PLANS:

The subdivider shall deliver to the County for its approval, complete plans and specifications for any proposed subdivision, planned unit development or mobile home subdivision where lots are to be sold.

the RPC has received notification from the developer that additional requested information will not be supplied.

The intent of this provision is to permit initiation of a plan amendment related to a DRI at the earliest reasonable point in the DRI review process, when determined by the Board of County Commissioners to be appropriate. The act of sending this Plan Amendment to DCA for review does not reflect a position by Polk County in regards to the approval or disapproval of the DRI.

d. To the maximum extent permitted by law, required notice for consideration of adoption of an SAP may be met by, or combined with, the notice required for public hearings for consideration of a DRI development order.

SECTION 2.128 MISCELLANEOUS

OBJECTIVE:2.128-A SIGNAGE -- Polk County shall regulate the placement and appearance of signs in order to protect the safety and welfare of its citizens.

POLICY 2.128-A1: Polk County shall, as a part of the land-development regulations to be adopted and/or amended by the County in accordance with Section 163.3202(1), FS, update and amend its sign ordinance, to control signs based on legibility, functionality, safety, and proper location of signs.

OBJECTIVE: 2.128-B DRAINAGE & STORMWATER MANAGEMENT -- Polk County shall provide for the appropriate management of drainage and stormwater for all development.

POLICY 2.128-B1: Polk County shall adopt, as a part of the land-development regulations to be adopted and/or amended by the County in accordance with Section 163.3202(1), FS, land-development regulations which address the drainage and stormwater-management requirements established within the Infrastructure Element.

OBJECTIVE 2.128-D SUBDIVISION OF LAND -- Polk County shall manage the subdivision of land to provide for the orderly implementation of the Comprehensive Plan.

POLICY 2.128-D1: STANDARDS -- Polk County shall amend, as a part of the land-development regulations to be adopted and/or amended by the County in accordance with Section 163.3202(1), FS, its land-development regulations to further specify platting requirements and to improve construction and design standards for the subdivision of land, including, but not limited to: compatibility, timing, and the provision of urban services.

POLICY 2.128-D2: Prior the County revising its land-development regulations, as specified in Policy 2.128-D1, the existing

subdivision regulations, including platting requirements, shall hereafter apply to the division of all land for the purpose, whether immediate or future, of transfer of ownership, for any division of land where:

a. the property is being subdivided for residential purposes; and

b. where the division of a parent parcel of land, defined as existing as of the adoption date of this Plan, whether improved or unimproved, results in the creation of three (3) or more lots or parcels, less than five (5) acres in area.

POLICY 2.128-D3: Where the policies and platting requirements of this section conflict with the County's current subdivision regulations, subsequent revisions to those regulations, or revisions to the County's land-development regulations, as specified in Policy 2.128-D1, the more demanding platting requirements shall apply.

SECTION 2.129 IMPLEMENTATION

OBJECTIVE 2.129-A: Polk County shall implement the policies and objectives of the Future Land Use Element through all appropriate techniques and mechanisms. Polk County shall implement adopted objectives and policies by:

a. designating responsible County agencies or departments to execute appropriate strategies and programs;

b. adopting and enforcing applicable development regulations;

c. evaluating all development proposals for conformance to policies and compliance with regulations; and

d. considering all objectives and policies when making growth management decisions.

POLICY 2.129-A1: The Board of County Commissioners shall be responsible for implementing the Future Land Use Element through legislative processes and procedures. The County Administrator, or designee(s), shall be responsible for implementing the Future Land Use Element through administrative processes and procedures.

POLICY 2.129-A2: Polk County shall adopt, as a part of the land-development regulations to be adopted and/or amended by the County in accordance with Section 163.3202(1), FS, development regulations which shall consolidate all existing development regulations into a unified development code. This code shall implement the policies and requirements of this Element, as well as all of the other elements of the Polk County Comprehensive Plan, and shall incorporate regulations, procedures, and standards which include:

a. procedures for the review of development, to include, at a minimum:

1. Future Land Use Element compliance determination;

2. level-of-service determination (concurrency management system); and

3. the review of the subdivision of land;

b. standards for the review of development, to include:

1. performance standards and/or zoning districts to implement the future-land-use classifications of this Plan;

2. standards for the regulation of the subdividing of land;

3. standards for the regulation of on-site development, to include, but not limited to:

i. structure size;

ii. setbacks, buffer requirements between adjacent incompatible land uses;

iii. internal circulation and parking requirements;

iv. access;

v. signage;

vi. lighting;

vii. fencing; and

viii exterior storage of materials;

4. standards for the regulation of off-site development, to include, but not limited to:

i. acceleration and deceleration lanes, and

ii. the placement of off-site signs;

5. enabling regulations to encourage the use of innovative development and construction techniques to benefit Polk County to include, but not limited to:

i. water-use reduction techniques, to include the use of xeriscape plant materials;

ii. construction techniques to reduce the amount of on-site soil loss through water and wind erosion; and

iii. innovative techniques for the short and long term protection of environmentally sensitive lands, desirable open spaces, and bona fide agricultural areas, to include on-site density transfers and off-site transfer of development rights (TDR), if determined to be appropriate by the Board of County Commissioners.

c. Regulations and procedures to address existing development and potential development, to include, but not limited to:

1. existing non-conformities, including: uses, lots, structures, and site characteristics (parking, signage, access, etc.). Such regulations shall include provisions for the elimination or reduction of such non-conformities through abandoned or destroyed "grandfathered" discontinuance provisions and through the elimination of non-conforming zoning districts;

2. recognition of legal non-conformities to include: rebuilding rights; expansion rights; and use changes; and

3. a grace period to permit continued development of uses permitted within zoning districts existing as of January 1, 1991, subject to meeting any and all of the County's concurrency requirements, all applicable development regulations, and the regulations of the subject zoning district for which the grace period applies.

i. The grace period shall extend until April 18, 1992.

ii. Where such development during this grace period results in the establishment of new uses and/or facilities, the County shall re-evaluate and, if appropriate, process an amendment to the comprehensive plan map series to recognize such changes.

d. Regulations and administrative procedures to address:

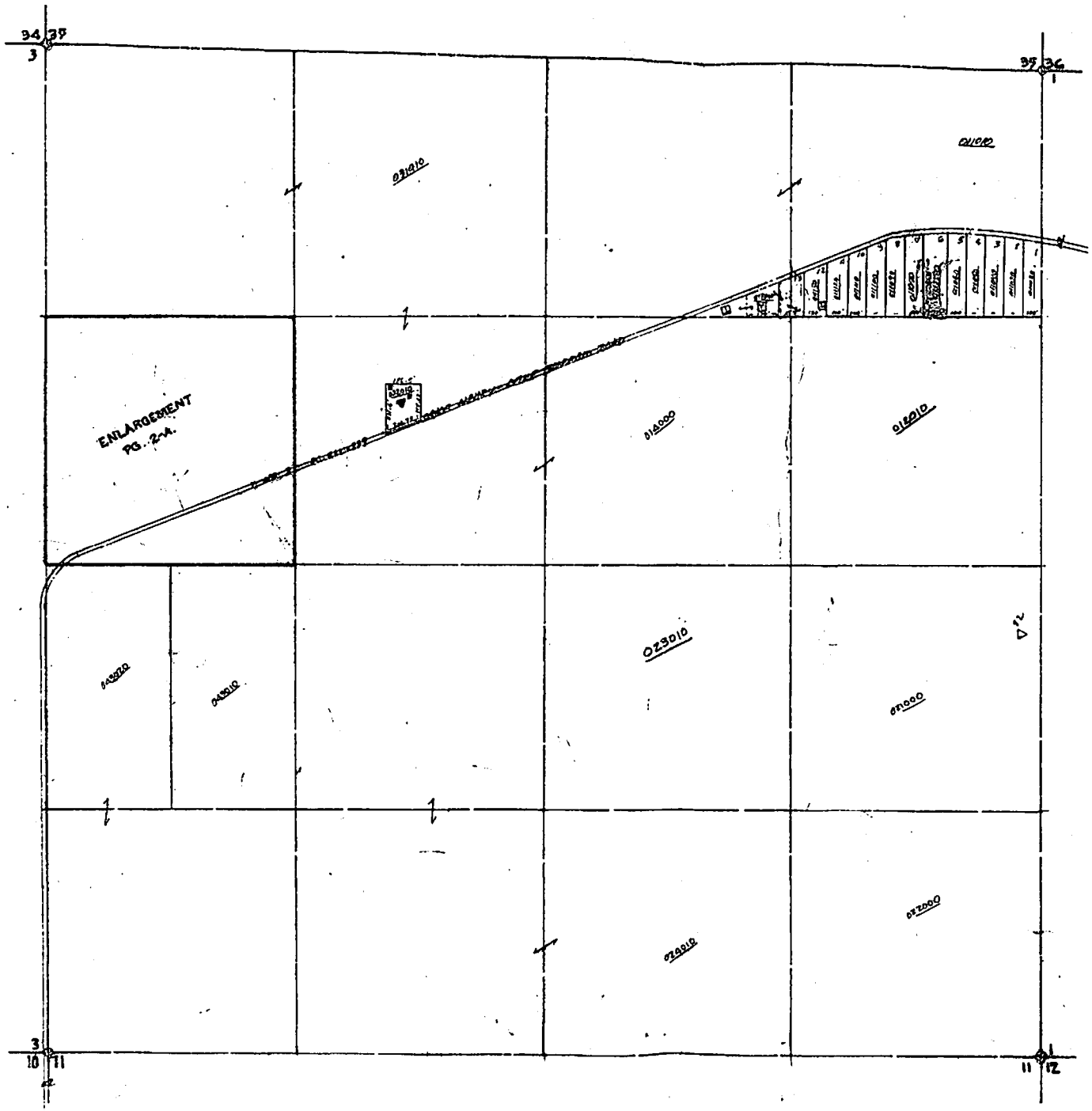
1. variances and appeals;

2. development and performance agreements;

3. interpretation of the Comprehensive Plan and development regulations; and

4. field confirmation of "development-limitation areas".

POLICY 2.129-A3: When property is affected by several conflicting land-use policies -- due to differences in standards or requirements of land-use classification, special-area overlay district, and/or other policy requirements -- the more restrictive policy, standard, or requirement shall apply.



7

Sec. 2 Twp. 31 R. 26

Acres

Aerial No.

Mileage 107,000

City

PREPARED BY THE OFFICE OF

JAMES A. [illegible]

[illegible]

Return to: (enclose self-addressed stamped envelope)

Name: Constance H. Croft

Address: P.O. Box 192
Lake Wales, Fl. 33859-0192

This instrument Prepared by: Constance H. Croft

Address: P.O. Box 192
Lake Wales, Fl. 33859-0192

Property Appraisers Parcel Identification (Folio) Number(s):

Grantor[s] S.S. #(s): 264-90-4044

WARRANTY DEED
STATUTORY
F. S. 689.02

RAMCO FORM 46

DEPT15 5.00
DEPT91 1.00
DEPT51 0.55
DEPT28 1.00
916 ff
CHECKS 7.55
24616

Documentary Tax Pd. $ .55
Intangible Tax Pd. $ —
E.D. "Bud" Dixon, Clerk, Polk Co.
By: [signature] Deputy Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

91 MAY -9 AM 10:13

053114

POLK OFF. REC. 2970 PAGE 0198

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

This Indenture, *Made this* 6th *day of* May, *A. D.* 1991

Between Constance H. Croft

of the County of Polk, *in the State of* Florida, *party of the first part, and*

Constance H. Croft
of the County of Polk, *in the State of* Florida, *whose post office address is*
P.O. Box 192, Lake Wales, Fl. 33859-0192

party of the second part.

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* $10.00 *Dollars, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her heirs and assigns forever, the following described land, situate, and being in the County of* Polk, *State of* Florida, *to-wit:*

Lot 5 more accurately described as the West 100.00' of the East 500.00' of the N.½ of the N.E.¼ of Section 2, T. 31 S., R. 26 E., Polk County, Florida, lying South of Lake Buffum Road. Containing 1.167 acres, more or less; Subject to a County maintained road easement for Lake Buffum Road.

.55

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *The said party of the first part has hereunto set her hand and seal the day and year first above written.*

Signed, sealed and delivered in the presence of:

Constance H. Croft (L.S.)

(L.S.)

(L.S.)

(L.S.)

FILED, RECORDED AND RECORD VERIFIED
E.D. "Bud" DIXON, CLK. CT. CT.
POLK COUNTY, FLA.
BY: D.C.

STATE OF FLORIDA,
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Constance H. Croft

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May A. D. 19 91

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

5.00
1.00
6.00 pd

Return to: (enclose self-addressed stamped envelope)

Name: Constance H. Croft

Address: P.O. Box 192 - R
Lake Wales, Fl. 33859-0192

This Instrument Prepared by: Constance H. Croft

Address: P.O. Box 192
Lake Wales, Fl. 33859-0192

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s): 264-90-4044

WARRANTY DEED STATUTORY F. S. 689.02

RAMCO FORM 6W

DEPT15 5.00
DEPT91 1.00
DEPT51 0.55
DEPT26 1.00
916 H
CHECKS 7.55
2462A

05/09/91

Documentary Tax Pd. $ .55
Intangible Tax Pd. $ —
E.D. "Bud" Dixon, Clerk, Polk Co.
By: [signature] Deputy Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

POLK OFF. REC. PAGE 2970 0199

91 MAY -9 AM 10: 14

053115

This Indenture, *Made this* 6th *day of* May *, A. D. 1991*

Between

Constance H. Croft

of the County of Polk *, in the State of* Florida *, party of the first part, and*

Constance H. Croft

of the County of Polk *, in the State of* Florida *, whose post office address is*

P.O. Box 192, Lake Wales, Fl. 33859-0192

party of the second part.

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* $10.00 *Dollars, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, heirs and assigns forever, the following described land, situate, and being in the County of* Polk *, State of* Florida *, to-wit:*

Lot 6 more accurately described as the West 125.00' of the East 625.00' of the N.½ of the N.E.¼ of Section 2, T. 31 S., R. 26 E., Polk County, Florida, lying South of Lake Buffum Road. Containing 1.447 acres, more or less; Subject to a County maintained road easement for Lake Buffum Road.

.55

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *The said party of the first part has hereunto set her hand and seal the day and year first above written.*

Signed, sealed and delivered in the presence of:

[signature] Constance H. Croft L.S.

[signature] L.S.

FILED, RECORDED AND RECORD VERIFIED E.D. "Bud" DIXON, Cla. Cr. Ct. POLK COUNTY, FLA. BY [signature] D.C. L.S.

STATE OF FLORIDA,
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Constance H. Croft

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May A. D. 1991

5.00
1.00
6.00 pd A/d

ROTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

[signature]

Return to: (enclose self-addressed stamped envelope)

Name Constance H. Cr

Address: P.O. Box 192
Lake Wales, Fl. 33859-0192

This Instrument Prepared by: Constance H. Croft

Address: P.O. Box 192
Lake Wales, Fl. 33859-0192

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s): 264-90-4044

WARRANTY DEED
STATUTORY
F. S. 689 02

RAMCO FORM 4W

DEPT15 5.00
DEPT91 1.00
DEPT51 0.55
DEPT28 1.00
916 H
CHECKS 7.55
2463A

Documentary Tax Pd. $ .55
Intangible Tax Pd. $ 05/09/91
E.D. "Bud" Dixon, Clerk, Polk Co.
By: Deputy Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

2970 0200 POLK OFF. REC. PAGE

91 MAY -9 AM 10: 14

053116

This Indenture, *Made this* 6th *day of* May *, A. D. 19* 91

Between Constance H. Croft

of the County of Polk *, in the State of* Florida *, party of the first part, and*

Constance H. Croft

of the County of Polk *, in the State of* Florida *, whose post office address is*

P.O. Box 192, Lake Wales, Fl. 33859-0192

party of the second part.

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* $10.00 *Dollars, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her heirs and assigns forever, the following described land, situate, and being in the County of* Polk *, State of* Florida *, to-wit:*

Lot 7 more accurately described as the West 100.00' of the East 725.00' of the N.½ of the N.E.¼ of Section 2, T. 31 S., R. 26 E., Polk County, Florida, lying South of Lake Buffum Road. Containing 1.137 acres, more or less; Subject to a County maintained road easement for Lake Buffum Road.

55

And the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *The said party of the first part has hereunto set her hand and seal the day and year first above written.*

Signed, sealed and delivered in the presence of:

Mona Jean Varnes — Constance H. Croft — L.S.
Wilhelmina Croft — L.S.
L.S.
L.S.

FILED, RECORDED AND RECORD VERIFIED
E.D. "Bud" DIXON, CO. Cr. Ct.
POLK COUNTY, FLA.
BY: D.C.

STATE OF FLORIDA,
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Constance H. Croft

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

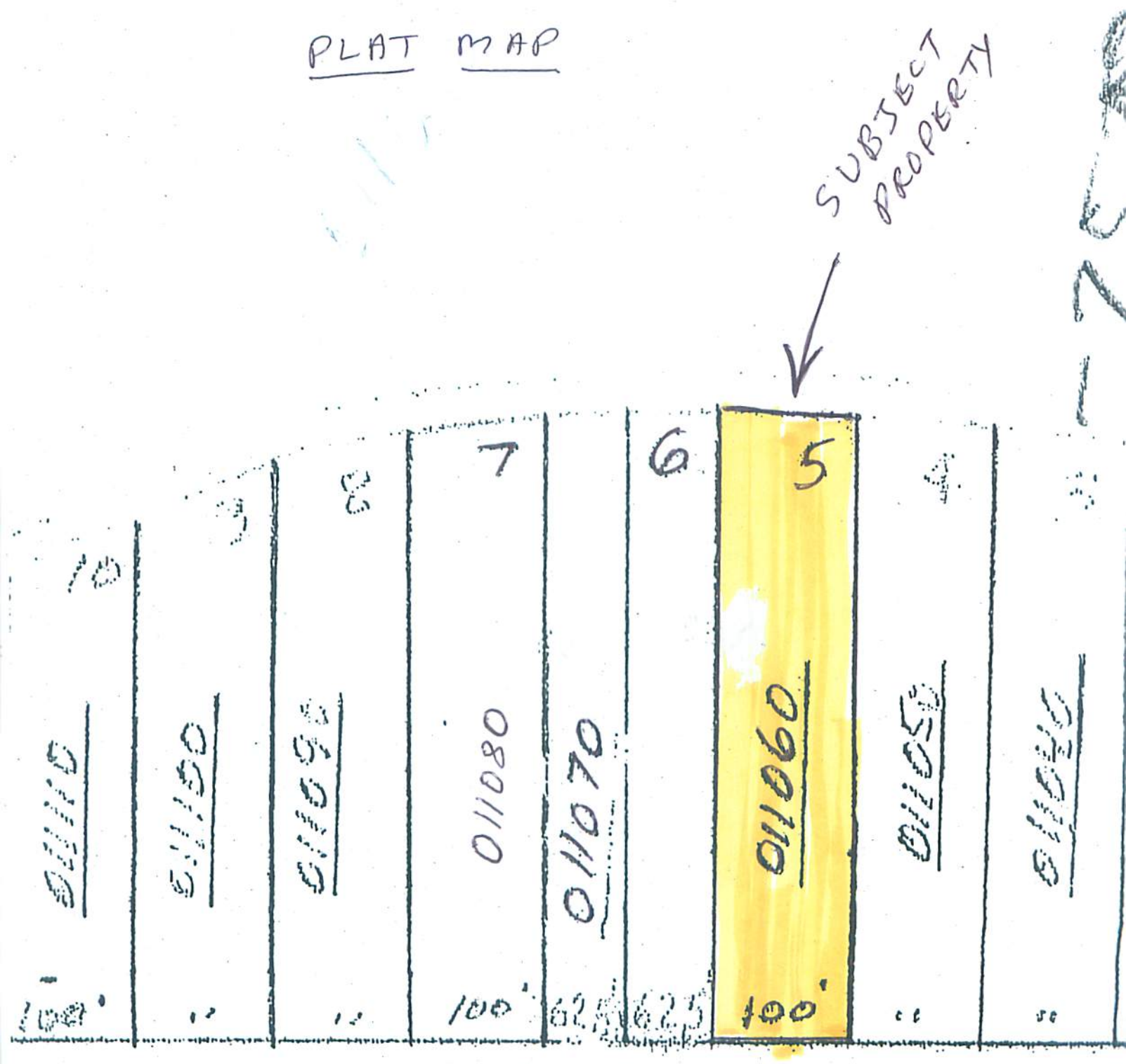
WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May A. D. 1991

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

Mona Jean Varnes

5.00
1.00
6.00

PLAT MAP



GROWTH MANAGEMENT DEPARTMENT

LAND DEVELOPMENT DIVISION
Mark A. Cunningham, Director

330 West Church Street
Post Office Box 9005
Drawer GM03
Bartow, Florida 33831-9005
Phone: (863) 534-6792
Fax: (863) 534-6407

Board of County Commissioners

March 7, 2007

Mr. Jim Sacarello
11812 Spanish Lake Drive
Tampa, Florida 33636

7410 N. LAKE ALFRED ROAD

Re: Property Appraiser's Tax I.D. Number
26-31-02-000000-011150

Dear Mr. Sacarello:

This response is to rescind the previous letter dated February 20, 2007. The current land use district on the above parcel of property is A/RR (agricultural, rural residential), or one dwelling per five acres. These lots were created by deed on May 6, 1991, under the grace period provision of the Polk County Comprehensive Plan that was adopted in 1991 and extended until April 18, 1992, to use the Zoning Regulations Ordinance 82-3 in place and in compliance with the Subdivision Regulations. Attached you will find a copy of the original language in the Comprehensive Plan.

Policy 2.128-D of the Comprehensive Plan addressed the platting requirements. However, I have enclosed an excerpt from the Subdivision Regulations adopted in 1979 that further specified if a new road right -of- way was established to provide access to the lots or parcels; it defined the division of land into two or more parcels that would trigger a subdivision plat.

These lots were created prior to the grace period of the Comprehensive Plan. It is the determination of this office that a new road was not being created to provide access to the lots, and that parcel 263102-000000-011150 would have been entitled to a building permit as a lot of record under the former zoning of Rural Conservation (RC) with the approval of a septic tank permit.

Hopefully this will clear up the matter and give this property a vested use as requested. If you need further information you may contact me at (863) 534-6458.

Sincerely,
Pat Brady
Pat Brady
Sr. Development Review Specialist

GROWTH MANAGEMENT DEPARTMENT

LAND DEVELOPMENT DIVISION
Mark A. Cunningham, Director

330 West Church Street
Post Office Box 9005
Drawer GM03
Bartow, Florida 33831-9005
Phone: (863) 534-6792
Fax: (863) 534-6407

Board of County Commissioners

February 27, 2007

Mr. Jim Sacarello
11812 Spanish Lake Drive
Tampa, Florida 33636

7480 N. LAKE EVELYN ROAD

Re: Property Appraiser's Tax I.D. Number
26-31-02-000000-011070

Dear Mr. Sacarello:

This response is to rescind the previous letter dated February 20, 2007. The current land use district on the above parcel of property is A/RR (agricultural, rural residential), or one dwelling per five acres. These lots were created by deed on May 6, 1991, under the grace period provision of the Polk County Comprehensive Plan that was adopted in 1991 and extended until April 18, 1992, to use the Zoning Regulations Ordinance 82-3 in place and in compliance with the Subdivision Regulations. Attached you will find a copy of the original language in the Comprehensive Plan.

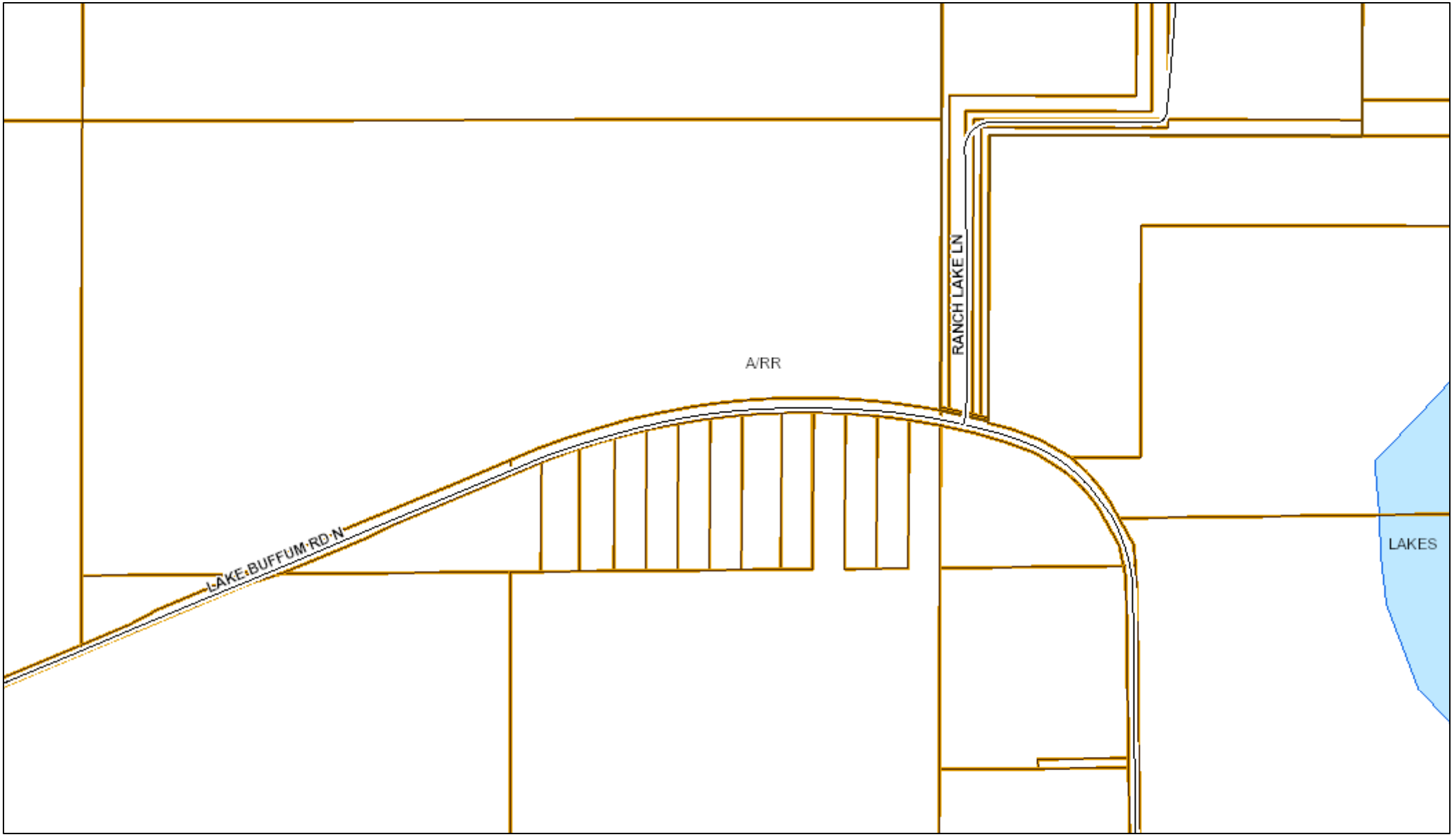
Policy 2.128-D of the Comprehensive Plan addressed the platting requirements. However, I have enclosed an excerpt from the Subdivision Regulations adopted in 1979 that further specified if a new road right -of- way was established to provide access to the lots or parcels; it defined the division of land into two or more parcels that would trigger a subdivision plat.

These lots were created prior to the grace period of the Comprehensive Plan. It is the determination of this office that a new road was not being created to provide access to the lots, and that parcel 263102-000000-011070 would have been entitled to a building permit as a lot of record under the former zoning of Rural Conservation (RC) with the approval of a septic tank permit.

Hopefully this will clear up the matter and give this property a vested use as requested. If you need further information you may contact me at (863) 534-6458.

Sincerely,
Pat Brady
Pat Brady
Sr. Development Review Specialist

Lk Buffum Zoning



April 18, 2017

1:5,000

0 0.0425 0.085 0.17 mi

0 0.05 0.1 0.2 km

Polk County Data Viewer

FILE NO. 17036911

Commitment for Title Insurance
(with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
First Title Source, LLC
13033 W. Linebaugh Ave, Suite Y101
Tampa, FL 33626
Phone: 813-749-7179

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request

Old Republic National Title Insurance Company

SCHEDULE A

FILE NO.: 17FTS-397
Agent File # 17FTS-397

County: Polk

1. Effective Date: March 24, 2017 at 12:00: AM

2. Policy (or Policies) to be issued:

	Proposed Amount of Insurance:
(a) ALTA 2006 Owner's Policy (with Florida Modifications) Proposed Insured:	Amount: $0.00
(b) ALTA 2006 Loan Policy (with Florida Modifications) Proposed Insured:	Amount: $0.00

3 The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in

JAMES R. SACARELLO and KENNETH A. ROTH

5. The land referred to in this Commitment is described as follows:

Lot 5, more accurately described as a boundary survey of the West 100.00 feet of the East 500.00 feet of the North one half of the Northeast one quarter of Section 2, Township 31 South, Range 26 East, Polk County, Florida, lying South of Lake Buffum Road.

First Title Source LLC, as issuing agent for
Old Republic National Insurance Company

By: _____
Authorized Signatory

SCHEDULE B - SECTION I

REQUIREMENTS

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.

2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:

Warranty Deed from JAMES R. SACARELLO and KENNETH A. ROTH , joined by their respective spouse, if married, or include non-homestead language, to the proposed insured.

Mortgage from TO BE DETERMINED to the proposed insured mortgagee.

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:

4. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

NOTE: All Recording references in this commitment/policy shall refer to the Public Records of Polk County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment: includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.

3. Rights or claim of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year and subsequent years.

7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

8. Oil and Mineral rights contained in the Warranty Deed recorded in OR Book 2479, Page 881.

9. Covenants, conditions, and restrictions (but deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), and easements, if any, appearing in the public records.

Note: Taxes for the year 2017 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2016 in the amount of $108.83 are Paid. Tax ID Number 26-31-02-000000-011060.

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: OR Book 6486, Page 1806

Commitment for Title Insurance
(with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
First Title Source, LLC
13033 W. Linebaugh Ave, Suite Y101
Tampa, FL 33626
Phone: 813-749-7179

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request

Old Republic National Title Insurance Company

SCHEDULE A

FILE NO.: 17FTS-398
Agent File # 17FTS-398

County: Polk

1. Effective Date: March 24, 2017 at 12:00: AM

2. Policy (or Policies) to be issued:

   (a) ALTA 2006 Owner's Policy (with Florida Modifications)
   Proposed Insured:

   Proposed Amount of Insurance:
   Amount: $0.00

   (b) ALTA 2006 Loan Policy (with Florida Modifications)
   Proposed Insured:

   To Be Determined,

   Amount: $0.00

3 The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in

   JAMES R. SACARELLO and KENNETH A. ROTH

5. The land referred to in this Commitment is described as follows:

   Lot 7, accurately described as a boundary survey of the West 100.00 feet of East 725.00 feet of the North 1/2, of the Northwest 1/4, of Section 2, Township 31, South, Range 26, East, Polk County, Florida, lying South of Lake Buffum Road.

First Title Source LLC, as issuing agent for
Old Republic National Insurance Company

By: _____
Authorized Signatory

SCHEDULE B - SECTION I

REQUIREMENTS

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.

2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:

Warranty Deed from JAMES R. SACARELLO and KENNETH A. ROTH , joined by their respective spouse, if married, or include non-homestead language, to the proposed insured.

Mortgage from TO BE DETERMINED to the proposed insured mortgagee.

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:

4. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

NOTE: All Recording references in this commitment/policy shall refer to the Public Records of Polk County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment: includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.

3. Rights or claim of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year and subsequent years.

7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

8. Oil and Mineral rights contained in the Warranty Deed recorded in OR Book 2479, Page 881.

9. Covenants, conditions, and restrictions (but deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), and easements, if any, appearing in the public records.

Note: Taxes for the year 2017 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2016 in the amount of $106.53 are Paid. Tax ID Number 26-31-02-000000-011070.

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: OR Book 6486, Page 1806

Commitment for Title Insurance
(with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
First Title Source, LLC
13033 W. Linebaugh Ave, Suite Y101
Tampa, FL 33626
Phone: 813-749-7179

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request

Old Republic National Title Insurance Company

SCHEDULE A

FILE NO.: 17FTS-399
Agent File # 17FTS-399

County: Polk

1. Effective Date: March 24, 2017 at 12:00: AM

2. Policy (or Policies) to be issued:

   (a) ALTA 2006 Owner's Policy
   (with Florida Modifications)
   Proposed Insured:

   Proposed Amount of Insurance:
   Amount: $0.00

   (b) ALTA 2006 Loan Policy
   (with Florida Modifications)
   Proposed Insured:

   To Be Determined,

   Amount: $0.00

3 The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in

   JAMES R. SACARELLO and KENNETH A. ROTH

5. The land referred to in this Commitment is described as follows:

   The East one half of Lot 6, more accurately described as a boundary survey of the West 125.00 feet of the East 625.00 feet of the North one half of the Northeast one quarter of Section 2, Township 31 South, Range 26 East, Polk County, Florida, lying South of Lake Buffum Road.

First Title Source LLC, as issuing agent for
Old Republic National Insurance Company

By: _____
Authorized Signatory

SCHEDULE B - SECTION I

REQUIREMENTS

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.

2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:

Warranty Deed from JAMES R. SACARELLO and KENNETH A. ROTH , joined by their respective spouse, if married, or include non-homestead language, to the proposed insured.

Mortgage from TO BE DETERMINED to the proposed insured mortgagee.

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:

4. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

NOTE: All Recording references in this commitment/policy shall refer to the Public Records of Polk County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment: includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.

3. Rights or claim of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year and subsequent years.

7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

8. Oil and Mineral rights contained in the Warranty Deed recorded in OR Book 2479, Page 881.

9. Covenants, conditions, and restrictions (but deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), and easements, if any, appearing in the public records.

Note: Taxes for the year 2017 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2016 in the amount of $135.20 are Paid. Tax ID Number 26-31-02-000000-011150.

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: OR Book 6486, Page 1806

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC.
Licensed Real Estate Broker

Contract For Sale and Purchase

5900 Imperial Lakes Blvd
Mulberry, Florida 33860
(863) 644-6681

POLK	FLORIDA	JUNE 10	2017
COUNTY	STATE	MONTH/DATE	YEAR

Buyer:	Seller:
Address:	Address:
City: State: Zip:	City: State: Zip:
Phone: (H) (B)	Phone: (H) (B)

Buyer hereby offers to purchase the following described property based upon the following terms:

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

Shall be paid as follows, to-wit:
Earnest Money Deposit (10%)
Held by: First Title Source LLC
13033 W. Linebaugh Ave.
Tampa, FL 33626
813-749-7179 $ _____ Remaining balance due in cash at closing.

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 & Airth 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: JULY 10, 2017. 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 documentary stamps thereon shall be paid by 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 JUNE 10, 2017 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 X). 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 prorations. 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.

20) **Special Agreement(s)**:_____

_____

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_____.

Buyer(s)	**Seller(s)**
_____	_____
Printed Name:_____	Printed Name:_____
_____	_____
Printed Name:_____	Printed Name:_____

Higgenbotham Auctioneers International, Ltd., Inc.,
A licensed Real Estate Broker (Agent for the Seller) BY:_____