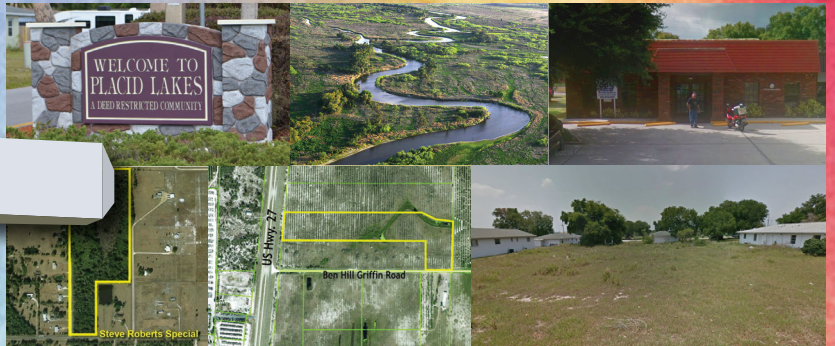


PROPERTY INFORMATION PACKAGE

MULTI-PROPERTY AUCTION

**22 PROPERTIES
VACANT LOTS &
OFFICE BUILDING
3 LOTS ABSOLUTE!**
LIVE AT THE LAKE PLACID AMERICAN LEGION HALL

SATURDAY, NOVEMBER 10



**A LIVE AUCTION BY HIGGENBOTHAM
AUCTIONEERS NOVEMBER 10, 2018
@11 AM AT THE LAKE PLACID
AMERICAN LEGION HALL**

- 23± acre development lot on Steve Roberts Special Rd. in Zolfo Springs, FL
- Seventeen lots in Placid Lakes Subdivision, Placid Lakes, FL - 3 lakefront!
- A 5,195± SF office building in a premier location, downtown Sebring, FL
- A lot in downtown Lake Placid, FL with commercial potential
- 16.18± acres off Hwy. 27 in Venus, FL
- A Kissimmee River lot in Lorida, FL

IMPORTANT NOTICE TO ALL BIDDERS: All the information contained in this mail piece was obtained from sources believed to be correct, but is not guaranteed. Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All acreages, measurements, & other figures described in this brochure are approximate and therefore not necessarily to scale. All properties sold AS IS, WHERE IS. Not responsible for accidents or injuries. All properties subject to sale prior to auction. 181110



auction@higgenbotham.com
HIGGENBOTHAM.COM • 800-257-4161

M.E. Higgenbotham, CAI, CES, AARE FL Lic. #AU305 AB158

MULTI-PROPERTY AUCTION
11:00 am Saturday November 10th
SALE HELD AT
American Legion Hall
1490 US 27N, Lake Placid, FL
33852

Lot # 20

LOCATION: 435 S Commerce Avenue, Sebring, FL 33870

DESCRIPTION: 5,195± SF office building in a premier location directly across from Highlands County Courthouse in downtown Sebring. The ground floor is 4,250± SF with two conference rooms, 16 separate offices, kitchen & break room, three restrooms, equipment storage room, computer room, file room, and a workroom. There is a 945± SF second floor at the back of the building designed with two private offices and room for six cubicles. The interior was remodeled in 2011 and a new rubberized roof was installed in 2015. There are five parking spaces in front of the building and two parking spaces at the rear with one being covered. The sale includes one-half interest in the parking lot across the rear alleyway, which provides seven more parking spaces. There are also public parking lots within the same block.

COUNTY: Highlands

PROPERTY ID# S-29-34-29-070-0770-0040

TAXES: 2017 \$7,736

****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: City Water and Sewer

ZONING: C-1 Commercial District

PREVIEW: 11:00am- 3:00pm Thursday October 25, 2018 and by appointment

TERMS: 10% deposit of the contract price due day of sale. Remaining balance due at closing with closing on or before 45 days. 10% Buyer's Premium.

Owner Financing available: additional 10% deposit due at closing,
20 year Amortization, 6% interest, Balloon in 3 years

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.

TABLE OF CONTENTS

Section 1	Locator Maps
Section 2	Property Appraisers Report
Section 3	Demographics
Section 4	Zoning
Section 5	Title Documents
Section 6	Purchase & Sale Agreement

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Multi-Property Auction

11AM • Saturday, November 10

***Section: 1
Maps***



Multi-Property Auction

11AM • Saturday, November 10

Section: 2 Property Appraisers Report

Highlands County Property Appraiser



S-29-34-29-070-0770-0040

[//www.hcpao.org/Search/Parcel/29342907007700040S](http://www.hcpao.org/Search/Parcel/29342907007700040S)

435 S COMMERCE AVE
SEBRING, FL 33870

Owners

DORRELL D F + MARJORIE S TRUSTEES

Mailing Address

P O BOX 2997
LAKELAND, FL 33806-2997

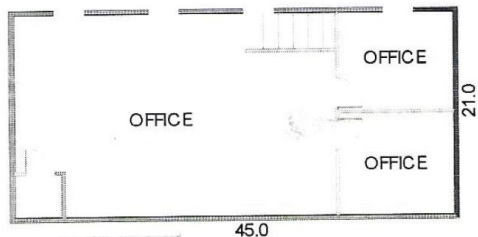
Legal Description

TOWN OF SEBRING
8TH ADD PB 1-PG 3
LOT 4 BLK 77

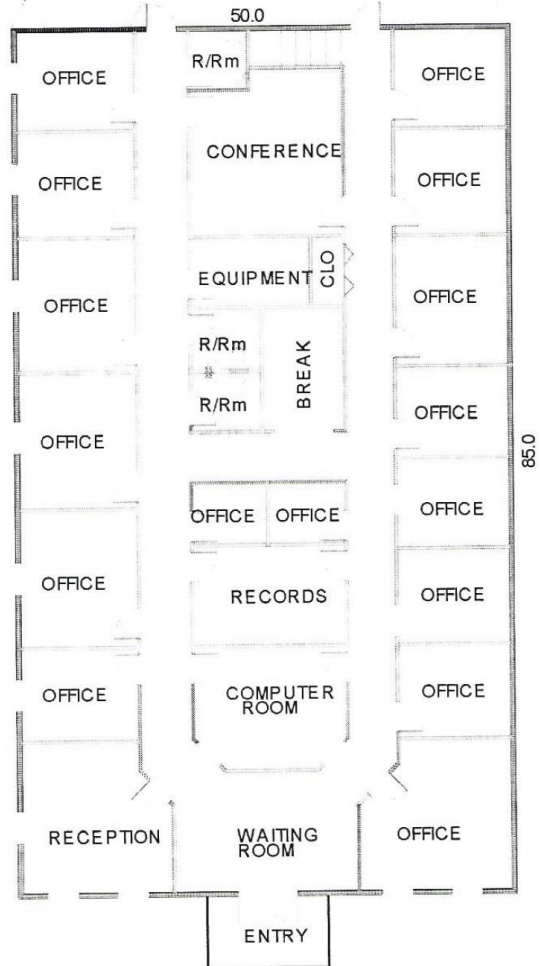
DOR Code: 18 - OFF BLDG MULTI-STORY

Neighborhood Code: 5021 - SEBRING DOWNTOWN REDEV.

FLOOR PLAN



METAL
CARPORT
293 S.Q.



Parcel S-29-34-29-070-0770-0040

435 S COMMERCE AVE
SEBRING, FL 33870

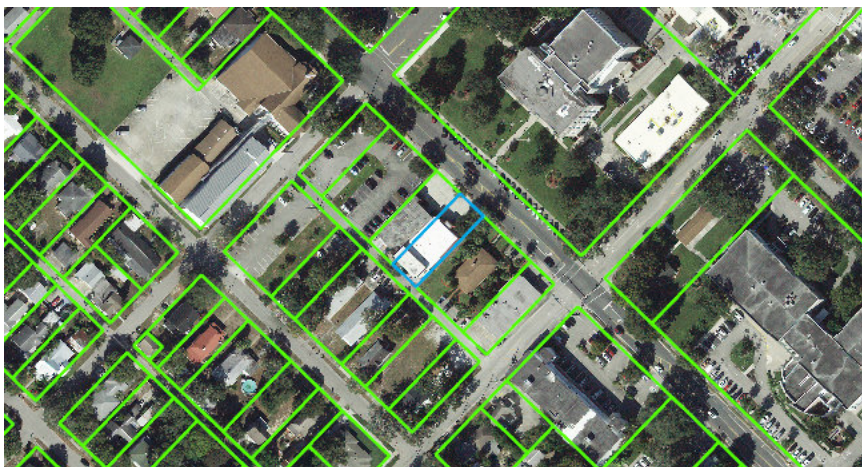
Owners:
DORRELL D F + MARJORIE S TRUSTEES

Mailing Address
P O BOX 2997
LAKELAND, FL 33806-2997

DOR Code: 18 - OFF BLDG MULTI-STORY
Neighborhood: 5021.00 - SEBRING DOWNTOWN REDEV.
Millage: 20 - Sebring City Limits
Map ID: 69A

Legal Description

TOWN OF SEBRING
8TH ADD PB 1-PG 3
LOT 4 BLK 77



Value Summary

Total Building Value	\$332,944
Total XF Value	\$11,821
Total Land Value	\$25,000
Total Land value - Agri.	\$25,000
Income	NA
Total Classified Use Value	\$369,765
Total Just Value	\$369,765

Taxable Value Summary

Total Assessed Value	\$369,765
Total Exemptions	\$0
Total Taxable Value	\$369,765

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

Sales History

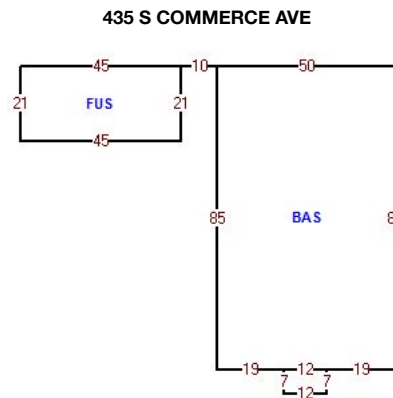
Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
828	496	03	1985		Qualified	Vacant	00	\$11,900
2384	1303	06	2013	WD	Unqualified	Improved	11	\$100

Buildings

Building 1

Type	Model	EffectiveArea	Quality Index	Effective Base Rate	Repl Cost New	AYB	Econ	Fnct	Other % Dpr	Normal % Dpr	% Cond
50	04	5,220	119	\$99.66	\$520,225	1986	0	0	0.00	36.00 %	64.00 %

Element	Code	Description
Exterior Wall	20	Face Brick
Exterior Wall 2	26	Alum/Vinyl Siding
Roof Structure	9	Rigid Frame/Barjoist
Roof Cover	4	Torch Down (Mod. Bitmen 1 Ply)
Interior Wall	8	Decorative Wall Cov.
Interior Wall 2	0	None
Interior Flooring	14	Carpet
Interior Flooring 2	0	None
Heating Fuel	4	Electric



BAS=W50 PTR=W10 FUS=W45 S21 E45 N21\$ E10\$ S85 E19 CAN=S7
E12 N7 W12\$ E12 E19 N85\$.

Note: TPO MEMBRANE ROOF 2015

Heating Type	4	Force Air-Ducted
Air Cond. Type	3	Central
Bath Fixtures	6.0	
Bedrooms	0.0	
CW Quality	5	
Common Wall	13	
Wall Height	0	
Rooms / Floor	20	

Subareas

Type	Gross Area	Percent of Base	Adjusted Area	Value
BAS	4,250	100.00 %	4,250	\$271,075
FUS	945	100.00 %	945	\$60,274
CAN	84	30.00 %	25	\$1,595
Totals	5,279	N/A	5,220	\$332,944

Extra Features

Code	Descr	BLD	Length	Width	Units	Unit Price	Orig Cond	Year On	AYB	% Cond	Value	Notes
0430	C PAV	28676	78	50	3,900.00	3.00	1.00		1986	69 %	\$8,073	
0031	C WALK	28676	38	5	190.00	4.75	1.00		1986	69 %	\$623	
0330	AL D	28676	14	12	168.00	8.85	1.00		1993	52 %	\$773	
0460	MANSARD	28676	140	4	560.00	5.00	1.00	2009	2009	84 %	\$2,352	

Land Lines

The zoning information contained in this record is **not guaranteed**.
 For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
1000	COMMERCIAL	B	C1	50.00	150.00	50.00	FF	1.00	1.00	1.00	500.00	500.00	\$25,000	

DISCLAIMER:

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899

Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659



Multi-Property Auction

11AM • Saturday, November 10

Section: 3 Demographics



Business Summary

425 S Commerce Ave, Sebring, Florida, 33870
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 27.49242
Longitude: -81.43718

Data for all businesses in area	1 mile		3 miles		5 miles							
Total Businesses:	454		1,073		1,766							
Total Employees:	4,926		10,813		16,988							
Total Residential Population:	4,912		17,661		40,896							
Employee/Residential Population Ratio (per 100 Residents)	100		61		42							
by SIC Codes	Businesses		Employees		Businesses		Employees		Businesses		Employees	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture & Mining	6	1.3%	32	0.6%	20	1.9%	101	0.9%	43	2.4%	175	1.0%
Construction	22	4.8%	151	3.1%	60	5.6%	283	2.6%	109	6.2%	502	3.0%
Manufacturing	9	2.0%	153	3.1%	25	2.3%	291	2.7%	36	2.0%	369	2.2%
Transportation	6	1.3%	113	2.3%	20	1.9%	223	2.1%	36	2.0%	309	1.8%
Communication	1	0.2%	4	0.1%	5	0.5%	26	0.2%	17	1.0%	148	0.9%
Utility	1	0.2%	10	0.2%	3	0.3%	34	0.3%	6	0.3%	58	0.3%
Wholesale Trade	11	2.4%	86	1.7%	35	3.3%	255	2.4%	60	3.4%	370	2.2%
Retail Trade Summary	74	16.3%	676	13.7%	215	20.0%	2,546	23.5%	369	20.9%	4,859	28.6%
Home Improvement	4	0.9%	22	0.4%	18	1.7%	135	1.2%	30	1.7%	279	1.6%
General Merchandise Stores	4	0.9%	134	2.7%	13	1.2%	464	4.3%	20	1.1%	1,020	6.0%
Food Stores	4	0.9%	23	0.5%	16	1.5%	111	1.0%	27	1.5%	344	2.0%
Auto Dealers, Gas Stations, Auto Aftermarket	7	1.5%	22	0.4%	30	2.8%	339	3.1%	52	2.9%	562	3.3%
Apparel & Accessory Stores	4	0.9%	12	0.2%	12	1.1%	39	0.4%	17	1.0%	52	0.3%
Furniture & Home Furnishings	4	0.9%	32	0.6%	15	1.4%	100	0.9%	37	2.1%	223	1.3%
Eating & Drinking Places	18	4.0%	337	6.8%	49	4.6%	1,065	9.8%	85	4.8%	1,831	10.8%
Miscellaneous Retail	28	6.2%	96	1.9%	61	5.7%	292	2.7%	100	5.7%	549	3.2%
Finance, Insurance, Real Estate Summary	37	8.1%	151	3.1%	110	10.3%	538	5.0%	184	10.4%	991	5.8%
Banks, Savings & Lending Institutions	3	0.7%	22	0.4%	8	0.7%	64	0.6%	20	1.1%	154	0.9%
Securities Brokers	6	1.3%	20	0.4%	16	1.5%	56	0.5%	24	1.4%	76	0.4%
Insurance Carriers & Agents	17	3.7%	53	1.1%	33	3.1%	102	0.9%	50	2.8%	201	1.2%
Real Estate, Holding, Other Investment Offices	11	2.4%	56	1.1%	52	4.8%	317	2.9%	91	5.2%	560	3.3%
Services Summary	212	46.7%	2,041	41.4%	462	43.1%	4,730	43.7%	746	42.2%	7,196	42.4%
Hotels & Lodging	0	0.0%	2	0.0%	11	1.0%	117	1.1%	18	1.0%	184	1.1%
Automotive Services	11	2.4%	28	0.6%	37	3.4%	347	3.2%	60	3.4%	567	3.3%
Motion Pictures & Amusements	13	2.9%	52	1.1%	28	2.6%	221	2.0%	51	2.9%	572	3.4%
Health Services	19	4.2%	286	5.8%	83	7.7%	1,319	12.2%	154	8.7%	2,323	13.7%
Legal Services	24	5.3%	202	4.1%	33	3.1%	239	2.2%	37	2.1%	251	1.5%
Education Institutions & Libraries	11	2.4%	420	8.5%	17	1.6%	821	7.6%	20	1.1%	921	5.4%
Other Services	135	29.7%	1,050	21.3%	252	23.5%	1,666	15.4%	407	23.0%	2,377	14.0%
Government	60	13.2%	1,510	30.7%	80	7.5%	1,785	16.5%	94	5.3%	2,011	11.8%
Unclassified Establishments	15	3.3%	0	0.0%	39	3.6%	0	0.0%	66	3.7%	0	0.0%
Totals	454	100.0%	4,926	100.0%	1,073	100.0%	10,813	100.0%	1,766	100.0%	16,988	100.0%

Source: Copyright 2018 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2018.

Date Note: Data on the Business Summary report is calculated using Esri's Data allocation method which uses census block groups to allocate business summary data to custom areas.



Business Summary

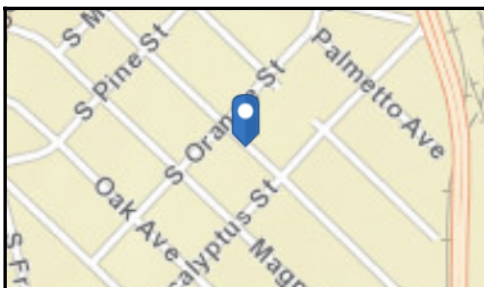
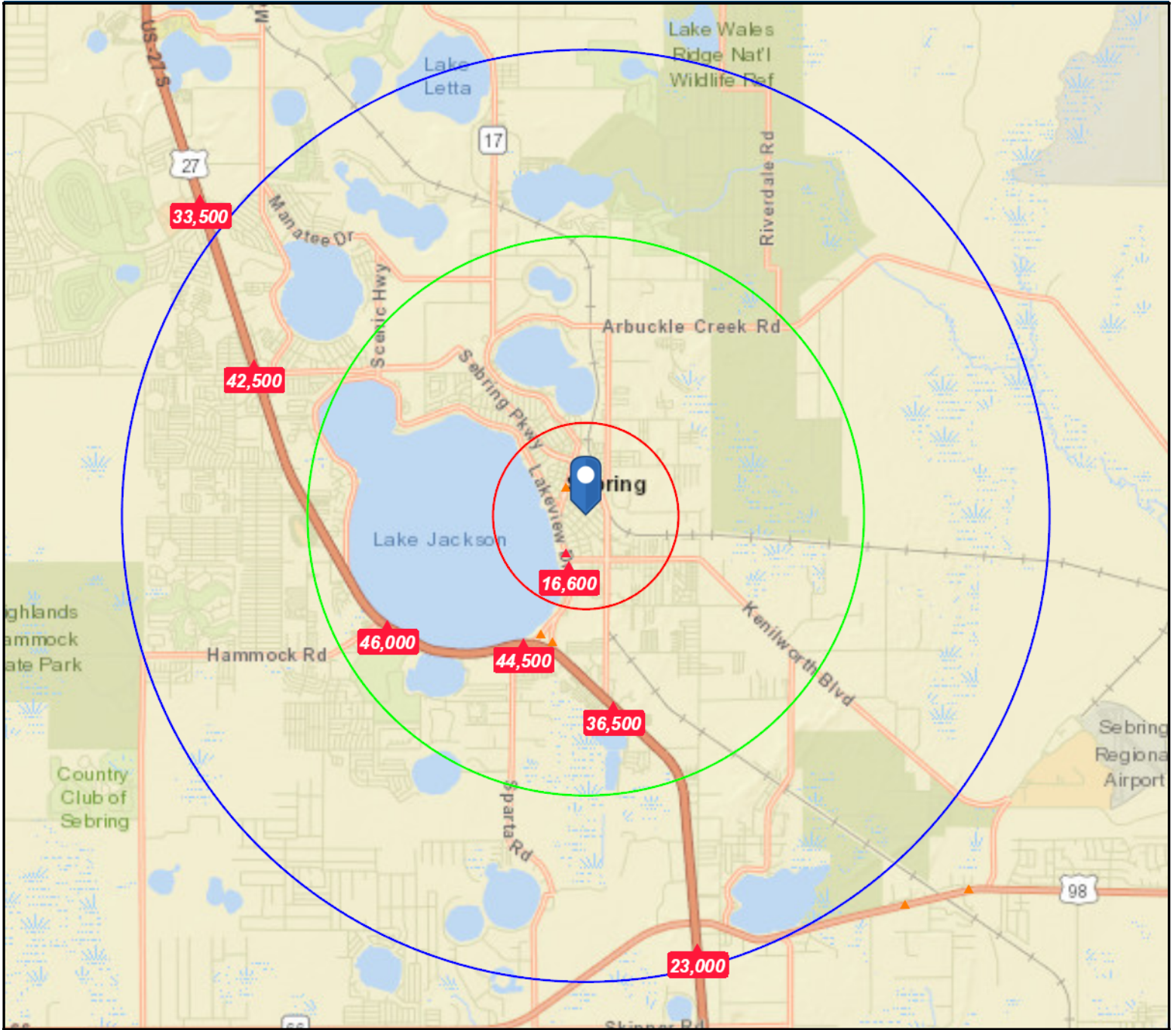
425 S Commerce Ave, Sebring, Florida, 33870
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 27.49242
Longitude: -81.43718

by NAICS Codes	Businesses		Employees		Businesses		Employees		Businesses		Employees	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	2	0.4%	26	0.5%	7	0.7%	58	0.5%	10	0.6%	82	0.5%
Mining	0	0.0%	2	0.0%	1	0.1%	4	0.0%	1	0.1%	5	0.0%
Utilities	0	0.0%	0	0.0%	1	0.1%	19	0.2%	4	0.2%	42	0.2%
Construction	24	5.3%	164	3.3%	67	6.2%	305	2.8%	123	7.0%	553	3.3%
Manufacturing	9	2.0%	73	1.5%	25	2.3%	193	1.8%	39	2.2%	288	1.7%
Wholesale Trade	11	2.4%	86	1.7%	35	3.3%	254	2.3%	57	3.2%	363	2.1%
Retail Trade	54	11.9%	318	6.5%	160	14.9%	1,438	13.3%	273	15.5%	2,959	17.4%
Motor Vehicle & Parts Dealers	5	1.1%	16	0.3%	25	2.3%	326	3.0%	45	2.5%	542	3.2%
Furniture & Home Furnishings Stores	4	0.9%	12	0.2%	12	1.1%	67	0.6%	29	1.6%	167	1.0%
Electronics & Appliance Stores	0	0.0%	2	0.0%	2	0.2%	11	0.1%	6	0.3%	23	0.1%
Bldg Material & Garden Equipment & Supplies Dealers	4	0.9%	22	0.4%	17	1.6%	132	1.2%	27	1.5%	271	1.6%
Food & Beverage Stores	4	0.9%	23	0.5%	10	0.9%	84	0.8%	19	1.1%	305	1.8%
Health & Personal Care Stores	4	0.9%	18	0.4%	18	1.7%	89	0.8%	36	2.0%	224	1.3%
Gasoline Stations	2	0.4%	6	0.1%	5	0.5%	13	0.1%	7	0.4%	20	0.1%
Clothing & Clothing Accessories Stores	6	1.3%	14	0.3%	16	1.5%	60	0.6%	23	1.3%	81	0.5%
Sport Goods, Hobby, Book, & Music Stores	7	1.5%	33	0.7%	14	1.3%	84	0.8%	22	1.2%	132	0.8%
General Merchandise Stores	4	0.9%	134	2.7%	13	1.2%	464	4.3%	20	1.1%	1,020	6.0%
Miscellaneous Store Retailers	13	2.9%	33	0.7%	26	2.4%	103	1.0%	39	2.2%	169	1.0%
Nonstore Retailers	1	0.2%	5	0.1%	1	0.1%	5	0.0%	1	0.1%	5	0.0%
Transportation & Warehousing	4	0.9%	108	2.2%	13	1.2%	154	1.4%	23	1.3%	182	1.1%
Information	6	1.3%	123	2.5%	15	1.4%	218	2.0%	33	1.9%	435	2.6%
Finance & Insurance	27	5.9%	97	2.0%	60	5.6%	226	2.1%	96	5.4%	440	2.6%
Central Bank/Credit Intermediation & Related Activities	4	0.9%	24	0.5%	10	0.9%	69	0.6%	23	1.3%	163	1.0%
Securities, Commodity Contracts & Other Financial	6	1.3%	20	0.4%	16	1.5%	56	0.5%	24	1.4%	76	0.4%
Insurance Carriers & Related Activities; Funds, Trusts &	17	3.7%	53	1.1%	33	3.1%	102	0.9%	50	2.8%	201	1.2%
Real Estate, Rental & Leasing	15	3.3%	45	0.9%	69	6.4%	324	3.0%	124	7.0%	588	3.5%
Professional, Scientific & Tech Services	49	10.8%	337	6.8%	83	7.7%	495	4.6%	112	6.3%	597	3.5%
Legal Services	26	5.7%	208	4.2%	36	3.4%	246	2.3%	40	2.3%	258	1.5%
Management of Companies & Enterprises	0	0.0%	0	0.0%	1	0.1%	11	0.1%	2	0.1%	32	0.2%
Administrative & Support & Waste Management & Remediation	18	4.0%	207	4.2%	35	3.3%	296	2.7%	64	3.6%	386	2.3%
Educational Services	11	2.4%	410	8.3%	21	2.0%	821	7.6%	27	1.5%	925	5.4%
Health Care & Social Assistance	37	8.1%	686	13.9%	118	11.0%	1,981	18.3%	203	11.5%	3,159	18.6%
Arts, Entertainment & Recreation	10	2.2%	48	1.0%	19	1.8%	170	1.6%	31	1.8%	482	2.8%
Accommodation & Food Services	18	4.0%	339	6.9%	60	5.6%	1,192	11.0%	104	5.9%	2,031	12.0%
Accommodation	0	0.0%	2	0.0%	11	1.0%	117	1.1%	18	1.0%	184	1.1%
Food Services & Drinking Places	18	4.0%	337	6.8%	49	4.6%	1,075	9.9%	86	4.9%	1,847	10.9%
Other Services (except Public Administration)	83	18.3%	349	7.1%	164	15.3%	869	8.0%	277	15.7%	1,426	8.4%
Automotive Repair & Maintenance	8	1.8%	20	0.4%	27	2.5%	317	2.9%	42	2.4%	522	3.1%
Public Administration	60	13.2%	1,510	30.7%	80	7.5%	1,785	16.5%	94	5.3%	2,012	11.8%
Unclassified Establishments	15	3.3%	0	0.0%	39	3.6%	0	0.0%	66	3.7%	0	0.0%
Total	454	100.0%	4,926	100.0%	1,073	100.0%	10,813	100.0%	1,766	100.0%	16,988	100.0%

Source: Copyright 2018 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2018.

Date Note: Data on the Business Summary report is calculated using Esri's Data allocation method which uses census block groups to allocate business summary data to custom areas.



- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day



Source: ©2018 Kalibrate Technologies (Q2 2018).



Multi-Property Auction

11AM • Saturday, November 10

***Section: 4
Zoning***

Sec. 26-122. - Zoning districts enumerated.

(a) The city is divided into zoning districts as follows:

Table 26-122.A: Zoning Districts Enumerated

Zoning District	Section #	Type District
R-1AA	<u>26-132</u>	Single-family district.
R-1A	<u>26-132</u>	Single-family district.
R-1	<u>26-132</u>	Single-family district.
R-2	<u>26-135</u>	One- and two-family district.
R-3	<u>26-135</u>	Multiple-family district.
R-3P	<u>26-135</u>	Multiple-family/professional district.
R-4	<u>26-135</u>	Multiple-family district.
DR	<u>26-139</u>	Downtown residential.
MUQD	<u>26-143</u>	Mixed use quality

		development district.
PD	<u>26-140</u>	Planned development district.
C-1	<u>26-140</u>	Commercial district.
C-2	<u>26-141</u>	Commercial-industrial district.
I-1	<u>26-142</u>	Light industrial district.
DMU	<u>26-148</u>	Downtown mixed use district.
WFC	<u>26-151</u>	Wetlands-floodplain conservation overlay district.
WP	<u>26-152</u>	Wellhead protection overlay district.
P	<u>26-153</u>	Public and quasi-public lands district.

Sec. 26-140. - C-1 commercial district.

- (a) *Uses permitted.* Uses permitted in the C-1 district are:
- (1) Any use permitted in the R-3 district excluding single-family homes, group homes, and community residential homes.
 - (2) Agencies, including financial institutions, insurance, rental and real estate offices.
 - (3) Personal service establishments, including barbershops and beauty shops, clinics.
 - (4) Offices, including medical, dental, legal, scientific, engineering, fine arts and literary offices but not including fortunetellers or psychics.
 - (5) Trade service establishments, including cleaning and dyeing, hand laundries, shops for the sale and repair of lawnmowers, batteries, radios, bicycles, guns, shoes, trees, typewriters, watches and jewelry and other mechanisms, shops for interior decorators, painters, paper hangers and plumbers, addressing and mailing, advertising and distributing, multigraphing, printing and photography, and laboratories where the items being sold or service are housed primarily within a building, and automobile filling and parking stations, automobile sales rooms.
 - (6) Vocational schools, including trade, secretarial, art, professional, music, dancing and dramatic schools.
 - (7) Commercial amusements, including theaters, ballrooms, commercial games and sports.
 - (8) Retail stores, including department stores, drug stores, restaurants and cafes where the materials for sale are housed primarily within a building, except as permitted by section 26-232, lumberyards, junk dealers, recycling centers, new or used building material yards, or auto paint and body shops.
 - (9) Sidewalk cafes with special permit issued under section 22-30 of this Code.
 - (10) Child care facilities.
 - (11) Motels and hotels.
- (b) *Building height limit.* The maximum building height shall be 50 feet.
- (c) *Building site area.* No minimum requirements, except that in no case shall a single-family, two-family or multiple-family dwelling be erected on a site that provides an area less per family than is required under the minimum area provisions stipulated for R-1, R-2 and R-3 districts.
- (d) *Front yard area.* No front yard is required except for dwellings; and in such cases, the

provisions pertinent to the class of dwelling erected shall govern.

- (e) *Side yard area.* No side yard area is required for commercial buildings. In case of dwellings, the provisions pertinent to the class of dwelling erected shall govern.
- (f) *Rear yard area.* There shall be a rear yard not less than 20 feet in depth.
- (g) *Impervious surface.* New developments shall not exceed 70 percent impervious surface on the site except in the case where an existing building has been destroyed by an act of nature. In such cases, a building of the same size as that destroyed may be replaced.
- (h) *Open space.* All multi-family and nonresidential development shall provide a minimum of ten percent open space.
- (i) *Conditional uses permitted in the C-1 district.* Permitted only by conditional use permit, pursuant to the requirements set forth in section 26-41:
 - (1) PWS facilities pursuant to the standards contained within chapter 19.

(Code 1981, § 22-13; Ord. No. 924, § 1, 1-17-1995; Ord. No. 983, § 1, 9-1-1998; Ord. No. 1102, § 16, 6-1-2004; Ord. No. 1156, § 1, 7-21-2005; Ord. No. 1318, § 5, 2-15-2011; Ord. No. 1335, § 19, 8-7-2012; Ord. No. 1358, § 2, 8-6-2013; Ord. No. 1407, § 1, 10-18-2016; Ord. No. 1409, § 2, 12-20-2016)

Cross reference— Businesses, ch. 6.

Editor's note— Section 19 of Ord. No. 1335, adopted Aug. 7, 2012, redesignated former § 26-139 as § 26-140.



Multi-Property Auction

11AM • Saturday, November 10

***Section: 5
Title Documents***

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1898-012	Revision Number: None	Issuing Office File Number: 1898-012	Issuing Office: 4323
Property Address: , FL	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Swaine & Harris, P.A.

1. Commitment Date: September 25, 2018 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$To Be Determined
Proposed Insured: To Be Determined
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$To Be Determined
Proposed Insured: To Be Determined
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
J. Michael Swaine and Daniel F. Dorrell (as to Parcel 1)
Daniel F. Dorrell and Marjorie Sue Dorrell as Trustees of the Dorrell Family Living Trust dated June 4, 2013, (as to Parcel 2)
5. The Land is described as follows:
Parcel 1:
Lot 11, Block 77, TOWN OF SEBRING, 8TH ADDITION, according to the plat thereof as recorded in Plat Book 1, page 3 of the Public Records of Highlands County, Florida. Parcel ID: S293429-07007700110

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AUTHORIZED SIGNATORY
J. Michael Swaine, Esq.
Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule A (Continued)

Issuing Office File Number: 1898-012

Parcel 2:

Lot 4, Block 77, TOWN OF SEBRING, 8TH ADDITION, according to the plat thereos as recorded in Plat Book 1, page 3 of the Public Records of Highlands County, Florida. Parcel ID: S293429-07007700040

Draft

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 1898-012

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Daniel F. Dorrell as to his 50% interest in Parcel 1 to proposed buyer(s).
 - B. Warranty Deed from Daniel F. Dorrell and Marjorie Sue Dorrell as Trustees of the Dorrell Family Living Trust dated June 4, 2013, (as to Parcel 2), to proposed buyer(s).
5.
 - A. Affidavit to be executed by Sellers stating: (1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between the date of this commitment and the recording of the interest to be insured; (2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
 - B. Closing funds are to be disbursed by or at the direction of the Title Agent identified at the bottom of Schedule A.
 - C. A search commencing with the effective date of the commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
 - D. Agent is to record the insured instruments as soon as possible after closing.
 - E. Determination must be made that there are no unrecorded special assessments liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
 - F. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession.
 - G. If a survey meeting The Fund's requirements is furnished, the survey exception shall be removed. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.
 - H. The policy to be issued based upon this commitment will not contain an exception for easements or claims of easements not shown by the public records, provided that: (i) the survey, meeting The Fund Title Note's requirements, does not disclose the existence of any unrecorded easements; and (ii) the affidavit of the owner, or other person with actual knowledge, establishes that there are no unrecorded easements or claims of easements in existence.
 - I. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the

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Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: 1898-012

completion of all improvements for which payment has not been made in full.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 1898-012

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 Commitment 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.
 - a. General or special taxes and assessments required to be paid in the year _____ and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. All matters contained on the Plat of EIGHTH ADDITION TO THE TOWN OF SEBRING, as recorded in Plat Book 1, Page 3 of the Public Records of Highlands County, Florida.
5. Common Wall Agreement recorded in O.R. Book 2640, page 1523, Public Records of Highlands County, Florida. (As to Parcel 2)
6. Rights of the lessees under unrecorded leases.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 1898-012

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 Commitment 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.
 - a. General or special taxes and assessments required to be paid in the year 2018 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. All matters contained on the Plat of EIGHTH ADDITION TO THE TOWN OF SEBRING, as recorded in Plat Book 1, Page 3 of the Public Records of Highlands County, Florida.
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Multi-Property Auction

11AM • Saturday, November 10

Section: 6 Purchase & Sale Agreement



Contract For Sale and Purchase

1629 Shepherd Road
Lakeland, Florida 33811
(863) 644-6681

HIGHLANDS COUNTY, FLORIDA STATE, NOVEMBER 10 MONTH/DATE, 2018 YEAR

Buyer: Address: City: State: Zip: Phone:	Seller: Address: City: State: Zip: Phone:
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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: <u>(B)</u> _____
Shall be paid as follows, to-wit:		
Earnest Money Deposit (10%)		_____ Remaining balance due in cash at closing.
Held by:	\$ _____	
Swaine & Harris, P.A. 425 S Commerce Avenue Sebring, FL 33870 863-385-1549		
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 _____, 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: Wednesday December 26, 2018. 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 _____ 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) **Special Agreement(s):** _____
-

8) **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.**

9) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.

10) **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.

11) **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.

12) **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.

13) **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.

14) **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.

15) **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.

16) **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.

17) **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.

18) **"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.

19) **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.

20) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing.

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 _____, 2018.

Buyer(s)

Printed Name: _____

Printed Name: _____

Seller(s)

Printed Name: _____

Printed Name: _____

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

BY: _____