



# ABSOLUTE AUCTION

ONLINE BIDDING: DECEMBER 5<sup>TH</sup> - 12<sup>TH</sup>

**4.8± acres with 348' of Frontage  
on University Parkway • Sarasota, FL**



Possible opportunity for multi-family or re-zone (with county approval) for commercial uses and have a lakefront office complex. Direct frontage with good visibility on University Parkway (48,000 AADT). This property is less than 2 miles from Sarasota/Bradenton International Airport, less than 4 miles to Downtown Sarasota, 4.5 miles from I-75 and Lakewood Ranch, and 9 miles to Downtown Manatee. Centrally located to everything! Less than 45 minutes to Tampa /Saint Petersburg metro area, or 1 hour to Fort Myers metro area. Cover the entire Southwest Coast from this location!

**Property Location:**  
2450 University Parkway  
Sarasota, FL 34243

**Preview:**  
Drive By At Your Convenience



[auction@higgenbotham.com](mailto:auction@higgenbotham.com)

**HIGGENBOTHAM.COM • 800-257-4161**

# ONLINE ONLY AUCTION ABSOLUTE!

To begin on December 5 and end on  
December 12 at 3:00pm  
Bid at [www.higgenbotham.com](http://www.higgenbotham.com)

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**LOCATION:** 2450 University Parkway, Sarasota, FL. 34243

**DESCRIPTION:** Absolute Auction! 4.8± acres with 348' of frontage on University Parkway. Great visibility with opportunity for multi-family or re-zone (with county approval) for commercial uses and have a lakefront office complex. This property is less than 2 miles from Sarasota/Bradenton International Airport, less than 4 miles to Downtown Sarasota, 4.5 miles from I-75 and Lakewood Ranch, and 9 miles to Downtown Manatee. Centrally located to everything! Less than 45 minutes to Tampa /Saint Petersburg metro area, or 1 hour to Fort Myers metro area. Cover the entire Southwest Coast from this location!

**COUNTY:** Sarasota

**PROPERTY ID#** 0022020004

**TAXES:** 2019. \$3,736

**\*\*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:** Well and Septic (unsure of condition)

**ZONING:** RE-1 Residential Estate

**FRONTAGE:** 348' feet of frontage on University Parkway

**PREVIEW:** Drive by at your convenience

**TERMS:** 10% deposit due day of sale. Remaining Balance due at closing on or before 30 days. 10% Buyer's Premium.

### **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.

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### **Information Disclaimer**

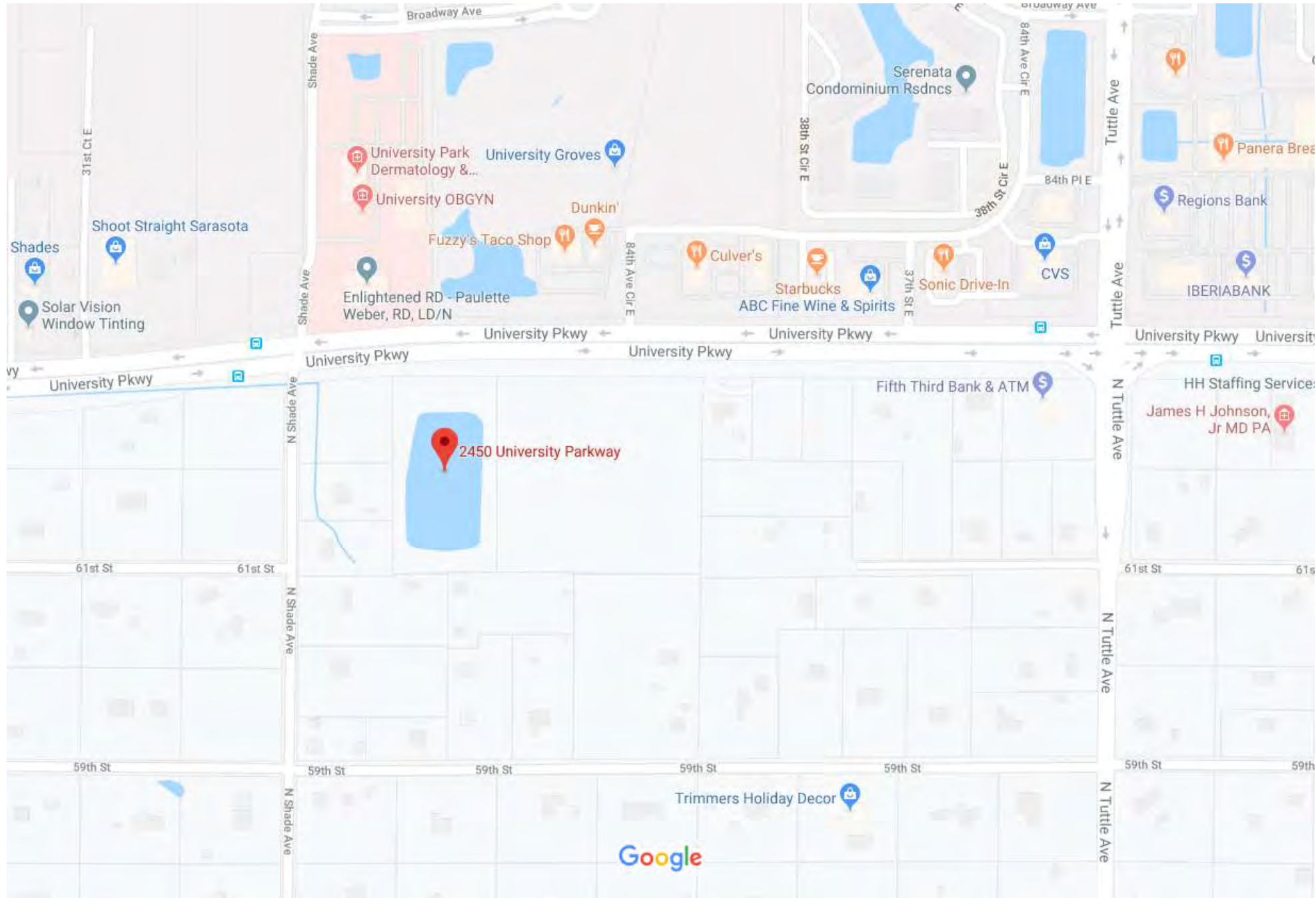
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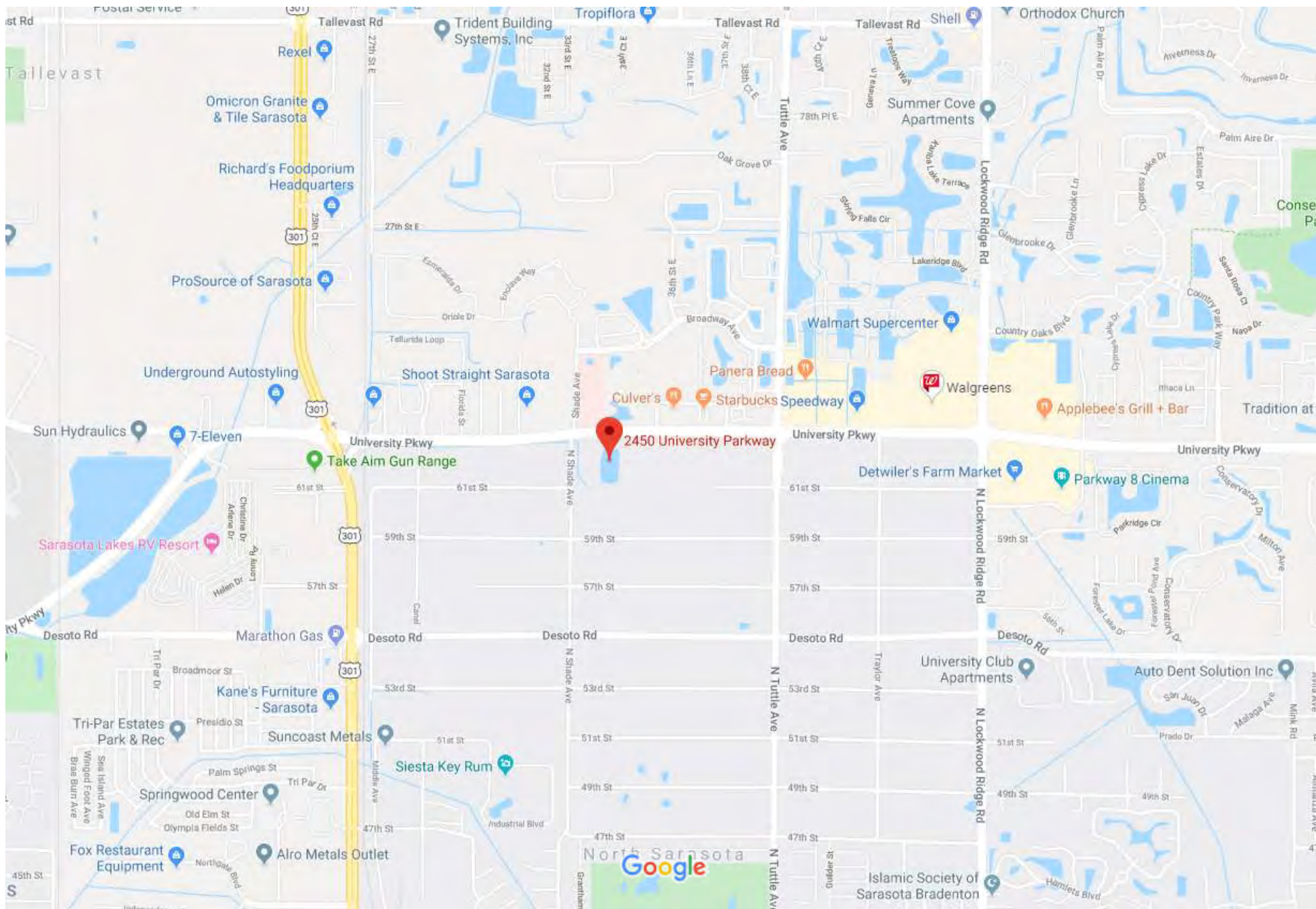
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# Google Maps 2450 University Pkwy



# Google Maps 2450 University Pkwy





# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>19-P-0600</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>19-P-0600</b>	Issuing Office: <b>B09288</b>
Property Address: <b>2450 University Pkwy, Sarasota, FL 34243</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Putnam, Creighton &amp; Airth, P.A.</b>

1. Commitment Date: November 1, 2019 @ 08:00 AM
2. Policy to be issued: Proposed Policy Amount:  
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$0.00  
Proposed Insured: TBD  
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$  
Proposed Insured:
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:  
John Miller, Mary Elizabeth Nolin, Kathleen Kresler, Amber Michael, Tammy Gurlacz f/k/a Tammy E. Benham, John Harmon, Amy Eaton f/k/a Amy Harmon, Nathan Harmon, Caleb Harmon and Aaron Harmon
5. The Land is described as follows:  
The West 1/3 of the East 3/4 of the North 1/2 of the NW 1/4 of the NE 1/4, lying and being in Section 5, Township 36 South, Range 18 East, Sarasota County, Florida, LESS the North 33 feet for road right-of-way.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

**DRAFT**

AUTHORIZED SIGNATORY

**Abel A. Putnam  
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 B-I

Issuing Office File Number: 19-P-0600

### 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 John Miller, Mary Elizabeth Nolin, Kathleen Kresler, Amber Michael, Tammy Gurlacz f/k/a Tammy E. Benham, Josh Harmon, Amy Eaton f/k/a Amy Harmon, Nathan Harmon, Caleb Harmon and Aaron Harmon, to TBD. Said Warranty Deed to include the non-homestead clause for the Grantor(s).
  - B. Affidavit of Non-Identity given by John Mark Miller as to the following matters of record: Final Judgment recorded in Official Records Instrument #2011118806; Notice of Federal Tax Lien recorded in Official Records Instrument #2015135839; Order Imposing Penalty for Failure to Pay Citation recorded in Official Records Instrument #2017118004; Final Judgment recorded in Official Records Instrument #2018005249; and Final Judgment recorded in Official Records Instrument #2018089355, Public Records of Sarasota County, Florida.
  - C. Affidavit establishing the identity and authority of the Trustee(s) of (1) the Jonas E. Miller Equity Trust and (2) the Jonas E. Miller Revocable Living Trust dated 2/7/1981.
  - D. Affidavit of No Florida Estate Tax Due from Personal Representative of the Estate of Lois V. Harmon.
5. NOTE: 2019 Property Taxes are due in the amount of \$3711.99 if paid by 12/31/2019 for Account Number 0022020004.

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 19-P-0600

### 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 2020 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. Wastewater Lift Station and Forcemain Cost Sharing Agreement recorded in Official Records Instrument No. 2002036543, Public Records of Sarasota County, Florida.
5. This property lies within the Southwest Florida Water Management District and is subject to the rules and regulations of, and future assessments, if any, by said District.

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28

94100000715  
RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002036543 28 PGS  
2002 MAR 05 03:12 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
ABIANCHI Receipt#143359

WASTEWATER LIFT STATION AND FORCEMAIN COST SHARING AGREEMENT

This Wastewater Lift Station and Forcemain Cost Sharing Agreement (the "Agreement") is executed as of December 20, 2001, by the undersigned parties to reflect their mutual agreement regarding the financing and development of certain improvements relating to the extension of public sanitary wastewater service to their properties

**BACKGROUND**

Other than Sarasota County, which also is a signatory to this Agreement, the undersigned parties (collectively, "the Owners") are each owners or prospective owners of one or more parcels of real property (each individually a "Parcel, and collectively the "Parcels") located within the Sub Area along University Parkway from Lockwood Ridge Road to US 301 in Sarasota County, Florida. The Parcels and their relative locations are depicted on attached Exhibit "A" to this Agreement. Each of the Parcels and its constituent subparcels, if any, are identified in Exhibit "B" and legally described in attached Exhibit "C" to this Agreement. The Owners desire to share the cost of constructing certain infrastructure improvements necessary to bring wastewater service to the Parcels. Development on the various Parcels will occur at different times. Accordingly, the developer of the first Parcel desiring to connect to the proposed system expansion will be required to design and construct the necessary improvements in advance of connection to the other Parcels.

Canino Construction owns or is under contract to purchase two Parcels identified in Exhibit "B" as Parcel IV and V, (the "Canino Construction Parcels"), which are legally described in Exhibit "C". The Canino Construction Parcels are located south of University Parkway midway between Traylor Avenue and Tuttle Avenue. The Owners anticipate that the Canino Construction Parcels will be the first of the Parcels to be developed. Thus, Canino Construction will need to obtain (i) a twenty (20) foot wide utility easement across the various Parcels along the forcemain route identified in attached Exhibit "D" for installation and maintenance of the Line, and (ii) a master lift station pad easement upon a portion of the Parcel identified in Exhibit "B" as Parcel V, (the "Canino Parcel"), which is owned by John Canino, within which the master lift station will be constructed and maintained. Canino Construction also will need to design and construct to Sarasota County Utility Department ("Department") specifications (a) a master wastewater lift station to be located along the South side of parcel 0008 approximately 450 feet West of Traylor Avenue and 300' south of University Parkway (the "Station"), and (b) a 4" forcemain sanitary wastewater line (the "Line") connecting the Station to the existing Sarasota County sewer line at or near the intersection of 59<sup>th</sup> Street and Lockwood Ridge Road.

The Owners recognize that, now or in the future, they will desire to connect with or otherwise utilize the Line and Station as they develop or otherwise improve their respective Parcels.

Moreover, the owners recognize that sharing of the cost and expense of the construction of the Line and Station is the most economic and equitable means to facilitate their construction, obtain sanitary sewer service to each of their respective Parcels, and avoid economic hardship on any one owner. Accordingly, the Owners execute this Agreement to document their understandings regarding the construction of and payment for the Line and Station, the easement required to facilitate the construction, and the Owners' relative rights and responsibilities relating to the Line and the Station.

/ John A. Canino, Jr.  
4815 11th Ave Cir E.  
Bradenton, FL 34005



2002036543

**OPERATIVE TERMS**

1 **Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes

2 **Construction of Line and Station.** In connection with the development of the Camino Construction Parcels, Camino Construction shall contract for and initially fund the design and construction of the Line and Station substantially as depicted in Exhibit "D," subject to such modifications as may be required by the Department and Sarasota County. The design of the Line and Station will be in accordance with the requirements of, and approved by, the Department. Camino Construction makes no warranties or representations whatsoever to the other Owners regarding the design of the Line or Station to the extent the design satisfied Department requirements. Each party to this Agreement expressly releases Camino Construction, its successors and assigns, from any and all claims they may have arising from or relating in any way to the design or construction of the Line and Station in accordance with Department requirements.

3 **Cost of Construction.** In coordination with the Department, Camino Construction shall develop the Line and Station, shall pay the cost of the design and construction of the Line and Station, and shall keep accurate records of the total cost of the design and construction of same, as well as associated legal expenses including without limitation the cost of preparing this Agreement.

4 **Percentage of Total Construction Cost.** Each Owner agrees to reimburse Camino Construction for the percentage of the total cost of design and construction of the Line and Station, as well as associated legal expenses including the cost of preparing this Agreement (collectively, the "Total Cost") attributed to the Owners to their respective Parcels in attached Exhibit "B" (including applicable accrued interest, if any, the "Contribution"). Although the cost of the design and construction of the Line and Station is estimated at approximately \$200,000, the Owners acknowledge that this figure is only a preliminary estimate and is subject to change. The Total Cost shall be determined definitively following the completion of the design phase of work and the acceptance by Camino Construction of a bid from the contractor selected by Camino Construction to build the Line and Station. In the absence of a mutually acceptable agreement executed by Camino Construction to the contrary, each Owner, on behalf of themselves and their respective heirs, assigns, legal or personal representatives, or other successors in interest shall be responsible for their percentage of the Total Cost as set forth below. Further, each Owner agrees that their Contribution reflected in Exhibit "B" is fair, reasonable, and conclusive as to the percentage of the Total Cost that each Owner shall owe Camino Construction.

Camino Construction shall notify each Owner of their respective Contribution payable to Camino Construction under this Agreement promptly after that amount is determined in accordance with this Section. Each Owner may either pay their percentage of the Total Cost immediately or defer payment until a later date as provided in this Section. Any Contribution paid in full within sixty (60) days of notification of the Contribution amount due will not accrue interest. Any payment deferred beyond that date will accrue interest at the rate of 9% per annum on the outstanding balance owed until such balance is paid. Interest on any Contribution will begin accruing on the sixty-first (61st) day after the date the Owner receives written notification of the amount owed and shall be calculated on a 365 day year. Any partial payment will be applied first to accrued interest and then to the principal amount of the Contribution. Payment of any deferred Contribution may be made, in whole or in part, at any time up to the date of connection of the subject Parcel to the Line or the Station. However, each Owner or his or her respective heirs, assigns, legal or personal representatives, or other successors in interest to the Parcel, as applicable, must pay the full Contribution, including all accrued interest, before the Parcel to which the Contribution relates is connected, directly or indirectly, to the Line or Station.



**5 Effect of Parcel Subdivision or Multiple owners** If any Parcel has multiple Owners as of the date of connection to the Lane or Station, then those owners shall be jointly and severally liable to Canino Construction for the Contribution (including accrued interest) attributable to them upon connection. Further, in the absence of an express written agreement with Canino Construction to the contrary, if a Parcel is subdivided (into its current constituent subparcels or otherwise) before payment in full of the Contribution (including accrued interest) attributable to that Parcel, the full unpaid Contribution attributable to the Parcel before the subdivision shall be due and payable to Canino Construction by the owner of the first subdivided portion of the Parcel to connect to the Lane or Station.

**6 Prohibition of Improper Connection and Canino Construction Lien Right** Each Owner hereby grants Canino Construction a continuing lien on his or her respective Parcel to secure payment of their Contribution (including accrued interest) and their other financial obligations to Canino Construction under this Agreement. Further, the Department shall not allow, and no owner shall request, connection of any Parcel to the Lane or Station, directly or indirectly, until the full Contribution (including accrued interest) attributable to that Parcel has been paid to Canino Construction. Canino Construction shall be entitled to recover all legal fees and expenses relating to the perfection and enforcement of the lien and the collection of all amounts owed to it under this Agreement.

**7 Easement** Each Owner grants to Canino Construction a perpetual, non-exclusive easement on, over, under, and across the twenty (20) foot wide strip of their respective Parcel legally described in Exhibit "E" (which on each Parcel is located adjacent and runs parallel to the respective Parcel boundary along the Lane route depicted in Exhibit "D") for construction, installation, and maintenance of the Lane and certain other utility/wastewater system lines. Upon request by Canino Construction or the Department, the owners shall execute such separate or confirming easement agreements as Canino Construction or the Department may deem necessary or appropriate to grant to Canino Construction or dedicate to Sarasota County the easements contemplated in this Section.

**8 Relinquishment Of the Ownership And Control** Upon completion of the Lane and Station and after acceptance of this written agreement by the Department, Canino Construction shall relinquish control of the Lane and Station via a dedication to the Department. However, this Agreement shall survive the dedication of the Lane and Station to the Department, will be binding on all parties to this Agreement following such dedication and each party hereby consents to such dedication upon the completion of the Lane and Station. Written acceptance of the terms of this Agreement by the Department will be a condition precedent to dedication of the Lane, Station, and the related easements to the Department.

**9 Negative Covenant** No party to this Agreement shall engage in any act or omission that results or is likely to result in materially impeding, restricting, or otherwise adversely affecting the rights granted pursuant to this Agreement.

**10 Successors and Assigns** The easements, rights, responsibilities and obligations granted and created pursuant to this Agreement and covenants and restrictions imposed under this Agreement shall be easements, restrictions, and covenants running with the land and shall inure to the benefit and be binding upon the Owners and their respective heirs, assigns, successors, and legal and personal representatives, including without limitation all subsequent owners of the Parcels or any portion of the Parcels, and all persons claiming by, through, or under such persons or entities.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

AS TO PARCEL I

WITNESSES

Name \_\_\_\_\_

Name \_\_\_\_\_

WITNESSES

Name \_\_\_\_\_

Name \_\_\_\_\_

~~Peter Bern  
369 New Brunswick Ave  
Fords, NJ 08863~~

~~Emily Bern  
369 New Brunswick Ave.  
Fords, NJ 08863~~

WITNESSES

Name Patricia Ann Sullivan

Name Dee KUNS

~~\_\_\_\_\_~~ by Leslie Park Venture, Inc.  
Leslie Park Venture, Inc.  
~~Kathy Abercrombie~~ 246 Tahkequah Trail  
~~4570 Faleon Place~~ Springboro, OH 45066  
~~Sarasota, FL 34235~~

WITNESSES

Name Andrea B. Jones

Name Andrea B. Jones

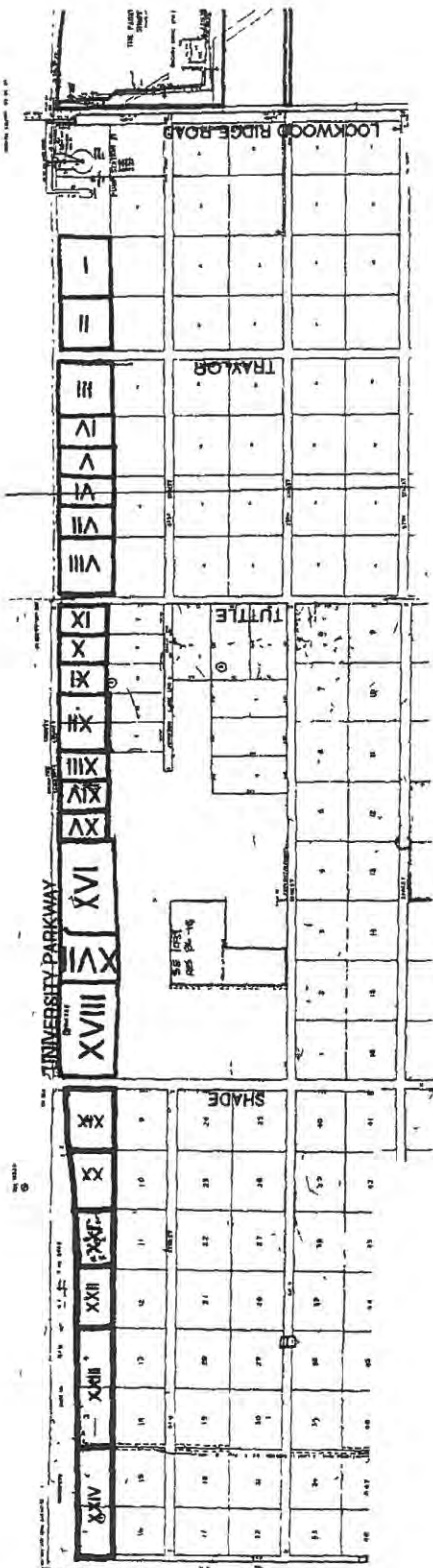
~~\_\_\_\_\_~~  
Don M Harvey  
2613 59<sup>th</sup> Street  
Sarasota, FL 34243-2439

WITNESSES

Name Andrea B. Jones

Name Andrea B. Jones

Diana L Roginski  
Diana L Roginski H/W  
2613 59<sup>th</sup> Street  
Sarasota, FL 34243-2439



■ PARCEL NUMBER



APPROXIMATE SCALE 1"=568'

EXHIBIT A



EXHIBIT B

Parcel #	Tax Folio #	Square Footage	% Contribution of Total Cost	Estimated Proposed Cost	Owner(s)
I	0020-03-0008	80,361	5.4%	\$ 10,468.00	Peter & Emily Bert
II	0020-03-0009	83,520	5.0%	\$ 9,875.00	Kelly Abernoble
III	0020-04-0008	83,438	5.0%	\$ 9,875.00	Don M Harvey & Diane L Roginski H/W
IV	0020-04-0007	47,916	2.9%	\$ 5,550.00	John A. Camino, Jr.
V	0020-04-0008	43,560	2.6%	\$ 5,045.00	John A. Camino, Jr.
VI	0020-04-0009	43,560	2.6%	\$ 5,045.00	Cedo Spasovsk
VII	0020-04-0010	47,916	2.9%	\$ 5,550.00	Kenneth D Allen, TTEE
VIII	0020-04-0011	91,478	5.5%	\$ 10,560.00	Kenneth D Allen, TTEE for University & Tuttle Land Trust
IX	0022-01-0007	43,702	2.6%	\$ 5,060.00	C Marshall Peabody
X	0022-01-0008	43,702	2.6%	\$ 5,060.00	C Marshall Peabody
XI	0022-01-0009	43,702	2.6%	\$ 5,060.00	Palmer Clay/Deer Richard TTEE
XII	0022-01-0010	67,369	5.3%	\$ 10,170.00	Erica & Harold Hutball
XIII	0022-01-0012	43,702	2.6%	\$ 5,060.00	Ingram Corp
XIV	0022-01-0011	43,702	2.6%	\$ 5,060.00	John & Lubow Ingram
XV	0022-01-0013	38,088	2.3%	\$ 4,415.00	Douglas E. Verheul & Lisa A Kalo TTEE's of the Panama Land Trust
XVI	0022-02-0001	147,660	8.5%	\$ 16,330.00	Syed M Mousavi
XVII	0022-02-0004	71,610	4.2%	\$ 8,100.00	Lois Harmon, John Miller, Mary Nolin
XVIII	0022-02-0008	66,619	5.7%	\$ 11,000.00	Robert C & Sadie M. Dertke
XIX	0022-03-0005	67,766	5.9%	\$ 10,228.00	Robert B & Suzanne B Fitzpatrick
XX	0022-03-0006	68,368	4.2%	\$ 8,689.00	Edith N. Blough
XXI	0022-03-0007	60,200	3.6%	\$ 6,970.00	Carlos Benuff
XXII	0022-03-0008	55,682	3.3%	\$ 6,445.00	John L & Anne E Rice
XXIII	0022-04-0001	111,350	6.7%	\$ 12,890.00	Dr JJ & Sheryl Forest
XXIV	0022-04-0002	166,199	6.9%	\$ 11,999.00	Dr Susan A Kheury

1,945,852 100.0% \$ 193,000.00

**Exhibit "C" to Lift Station Agreement**

**Parcel I**

Tax Folio # 0020-03-0008

Lot 6 Block D less County Line Road Right-of-Way in Official Records Book 1346/  
719 DeSoto Acres 04-36-18-02-00/D006



Tax Folio # 0020-03-0009

Lot 5 Block D less Road Right-of-Way in Official Records 1346/717 and less  
Right-of-Way describ in RPB 2 page 10 DeSoto Acres ORI 20000 13708

**Parcel III**

Tax Folio # 0020-04-0006

Lot 4 Block D less County Line Road Right-of-Way in Official Records Book  
1346/716 and less Traylor Road Right-of-Way desc in RPB 2 page 10 DeSoto  
Acres



Tax Folio # 0020-04-0007

East 177.56 feet of Lot 3 Block D DeSoto Acres



Tax Folio #0020-04-0008

Lot 3 Block D East 177.56 feet thereof

**Parcel VI**

Tax Folio # 0020-04-0009

Lot 2 less West 177.56 feet thereof Block D Desoto Acres



Parcel VII

Tax Folio # 0020-04-0010

West 177.56 feet of Lot 2 Block D DeSoto Acres

Parcel VIII

Tax Folio # 0020-04-0011

Lot 1 Block D DeSoto Acres

Parcel IX

Tax Folio # 0022-01-0007

East 163.75 feet of West 1310 feet of North 299.75 feet of Northeast ¼ of  
Northeast ¼ less North 33 feet for Road Right-of-Way

Parcel X

Tax Folio # 0022-01-0008

East 163.75 feet of West 1146.25 feet of North 299.75 feet of Northeast ¼ of  
Northeast ¼ less 33 feet for Road Right-of-Way

Parcel XI

Tax Folio # 0022-01-0009

East 163.75 feet of West 982.5 feet of North 299.75 feet of Northeast ¼ of  
Northeast ¼ less 33 feet thereof for Road Right-of-Way

Parcel XII

Tax Folio # 0022-01-0010

East 327.50 feet of West 818.75 feet of North 299.75 feet of Northeast ¼ of the  
Northeast ¼ Less North 33 feet thereof for Road Right-of-Way



**Parcel XIII**

Tax Folio # 0022-01-0012

East 163.75 of West 327.5 feet of North 299.75 feet of Northeast ¼ of the Northeast ¼ of Section Less North 33 feet thereof for Road Right-of-Way

**Parcel XIV**

Tax Folio # 0022-01-0011

East 163.75 feet of West 491.25 feet of North 299.75 feet of Northeast ¼ of Northeast ¼ of Sec 5-36-18 less North 33 feet thereof for Road Right-of-Way

**Parcel XV**

Tax Folio # 0022-01-0013

East 163.75 feet of North 299.75 feet of Northeast ¼ of Northeast ¼ less 33 feet thereof for Road Right-of-Way also less perpetual easement to Sarasota County for ingress and egress

**Parcel XVI**

Tax Folio # 0022-02-0001

Northeast ¼ of Northwest ¼ of Northeast ¼ less North 33 feet for Right-of-Way. 05-36-18-0000-106

**Parcel XVII**

Tax Folio # 0022-02-0004

West 1/3 of East ¾ of North ½ of Northwest ¼ of Northeast ¼ less North 33 feet for Right-of-Way in Official Record Book 2196 page 499.

---

**Parcel XVIII**

Tax Folio # 0022-02-0008

N 172 FT of S 322.7 FT of w 1/2 of NW 1/4 of NE 1/4 of section 5-36-18 & also W 1/2 of N 1/4 of NW 1/4 of NE 1/4 of said section less S 322.7 FT & less Shade Ave road ROW. Also less SR ROW in OR 1342-640 containing 302 ac M/or less OR 2441-2353.

**Parcel XIX**

Tax Folio # 0022-03-0008

Lot 4 Blk B less ROW for County Line Road in OR Book 1346-715 Desoto Acres.

**Parcel XX**

Tax Folio # 0022-03-0007

Lot 7 Blk B less ROW for County Line Road OR 1346-715

**Parcel XXI**

Tax Folio # 0022-03-0006

Lot 6 Blk B less ROW for County Line Road in OR Book 1323 pg 1488 Desoto Acres

**Parcel XXII**

Tax Folio # 0022-03-0005

Lot 5 Blk B less ROW for County Line Road in OR Book 1323 pg 1488 Desoto Acres

**Parcel XXIII**

Tax Folio # 0022-04-0003  
0022-04-0004

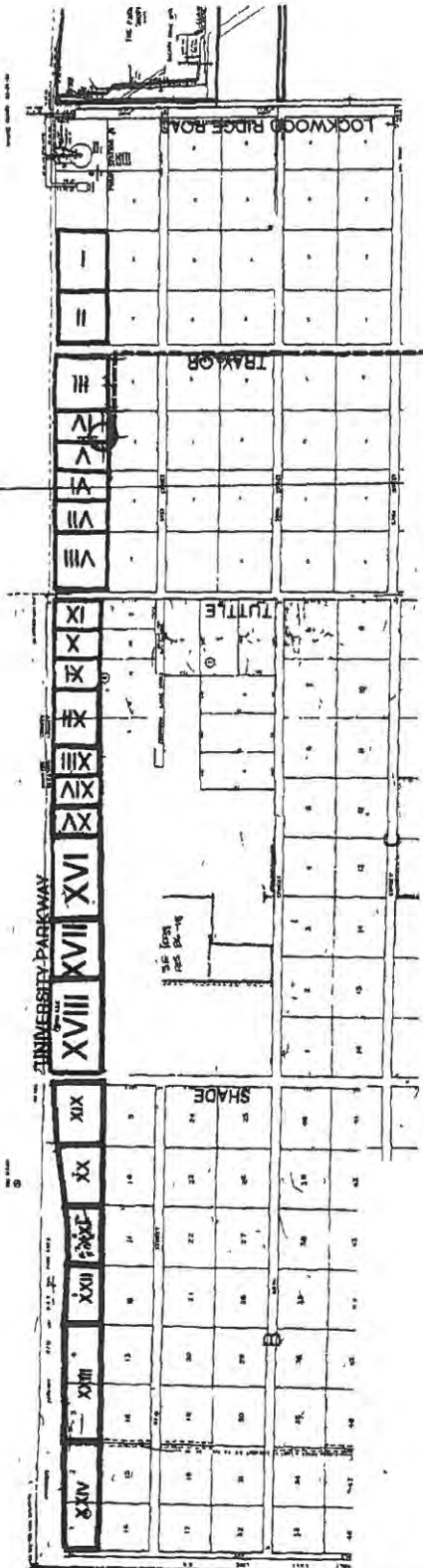
Lots 3 & 4 Blk B less ROW for County Line Road in OR Book 1346 pg 713 Desoto Acres

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Parcel XXIV

Tax Folio # 0022-04-0001  
0022-04-0002

Lots 1 & 2 Blk B lying 160' S of Section line Desoto Acres



III PARCEL NUMBER

FORCE MAIN ROUTING

LIFT STATION



APPROXIMATE SCALE 1"=558'

EXHIBIT D





## ZoningType



Airport Authority



Commercial



Commercial Highway Interchange



Commercial Marine



Government



Hamlet Planned Development



Industrial



Marine



Municipality



Office Professional



Open Use Ag/Rural



Open Use Conservation



Open Use Estate



Planned Commerce/Economic/Industrial Development



Planned Rec/Settlement/Village Development



Residential Estate



Residential Mobile Home



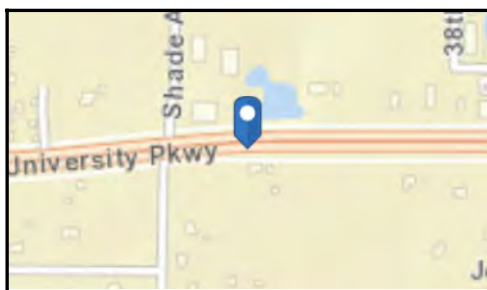
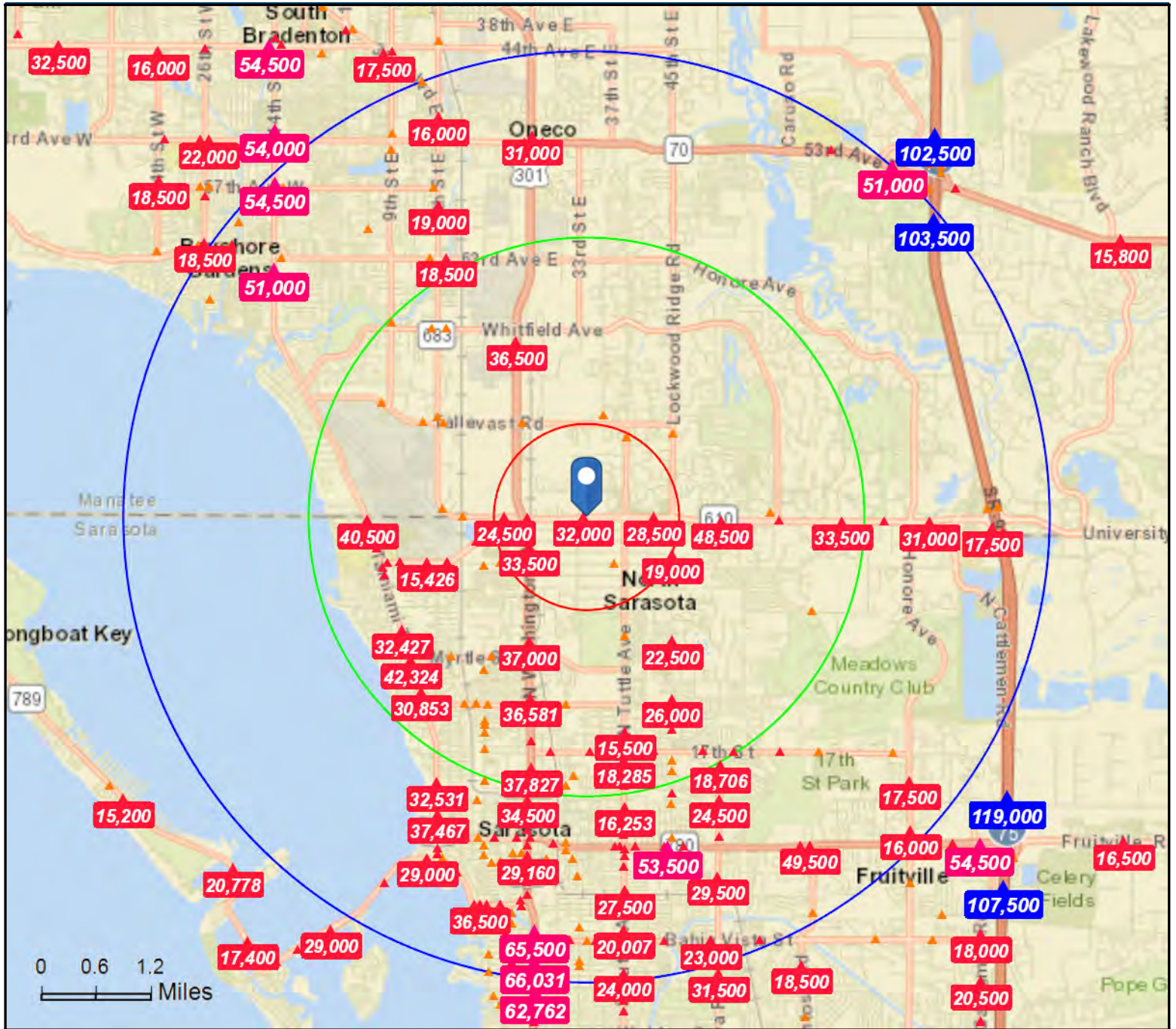
Residential Multi-Family



Residential Single Family



Residential Tourist Resort



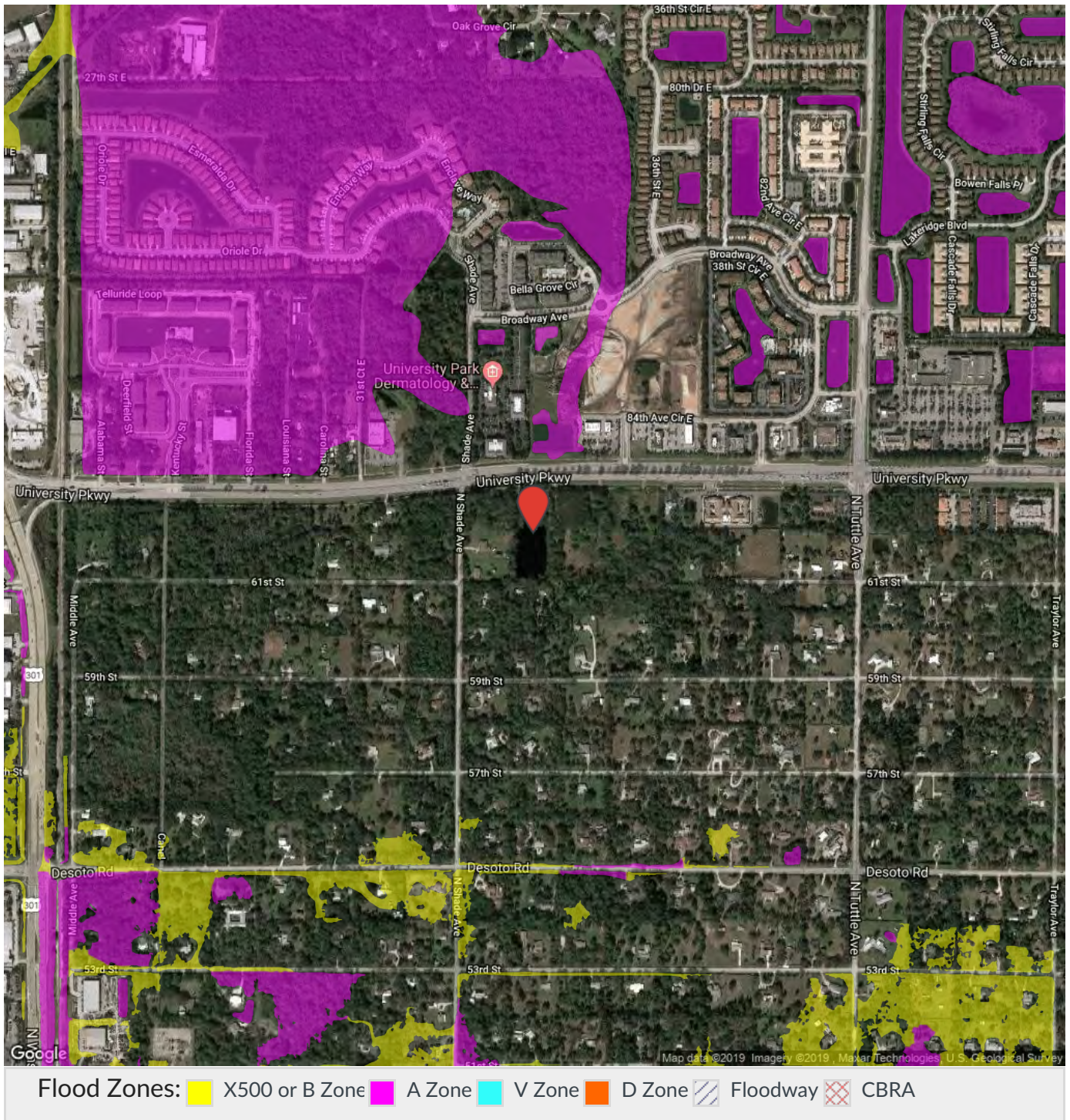
- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
  - ▲ 6,001 - 15,000
  - ▲ 15,001 - 30,000
  - ▲ 30,001 - 50,000
  - ▲ 50,001 - 100,000
  - ▲ More than 100,000 per day



Source: ©2019 Kalibrate Technologies (Q2 2019).



## Overview Map





2450 UNIVERSITY PKWY SARASOTA, FL 34243

LOCATION ACCURACY: 📍 Excellent

## Flood Zone Determination Report

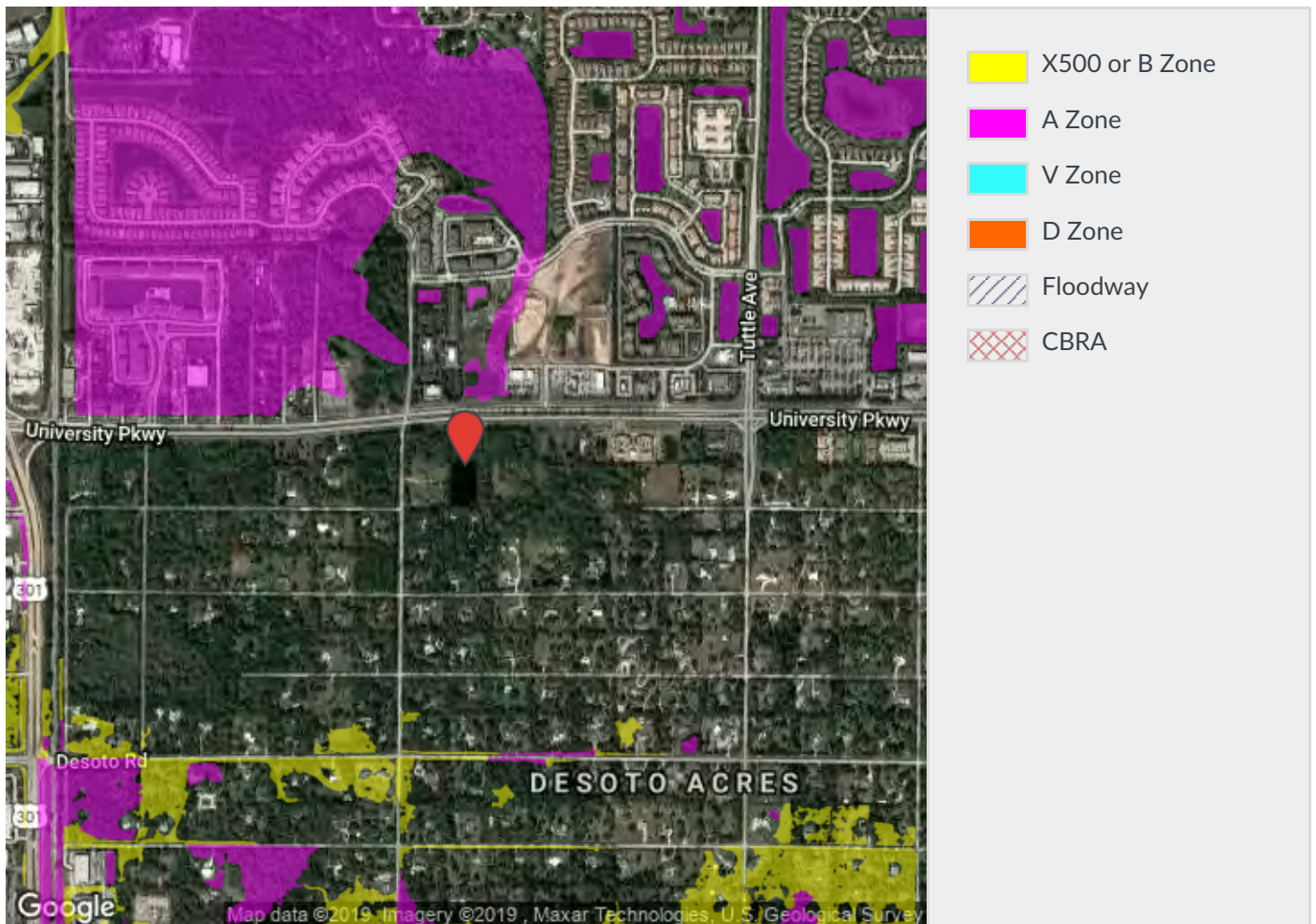
### Flood Zone Determination: **OUT**

PANEL DATE

November 04, 2016

MAP NUMBER

121150044F





# Executive Summary

2450 University Pkwy, Sarasota, Florida, 34243  
Rings: 1, 3, 5 mile radii

Prepared by Esri  
Latitude: 27.38886  
Longitude: -82.52060

	1 mile	3 miles	5 miles
<b>Population</b>			
2000 Population	2,582	48,502	133,950
2010 Population	3,175	53,790	149,324
2019 Population	4,549	60,111	167,455
2024 Population	5,176	63,878	179,274
2000-2010 Annual Rate	2.09%	1.04%	1.09%
2010-2019 Annual Rate	3.96%	1.21%	1.25%
2019-2024 Annual Rate	2.62%	1.22%	1.37%
2019 Male Population	47.3%	47.4%	48.1%
2019 Female Population	52.7%	52.6%	51.9%
2019 Median Age	54.3	47.8	49.0

In the identified area, the current year population is 167,455. In 2010, the Census count in the area was 149,324. The rate of change since 2010 was 1.25% annually. The five-year projection for the population in the area is 179,274 representing a change of 1.37% annually from 2019 to 2024. Currently, the population is 48.1% male and 51.9% female.

### Median Age

The median age in this area is 54.3, compared to U.S. median age of 38.5.

### Race and Ethnicity

2019 White Alone	87.5%	72.0%	77.1%
2019 Black Alone	4.4%	17.6%	11.1%
2019 American Indian/Alaska Native Alone	0.2%	0.3%	0.4%
2019 Asian Alone	2.7%	2.5%	2.3%
2019 Pacific Islander Alone	0.1%	0.1%	0.1%
2019 Other Race	3.1%	4.8%	6.3%
2019 Two or More Races	2.0%	2.8%	2.7%
2019 Hispanic Origin (Any Race)	10.3%	16.6%	19.5%

Persons of Hispanic origin represent 19.5% of the population in the identified area compared to 18.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 58.4 in the identified area, compared to 64.8 for the U.S. as a whole.

### Households

2019 Wealth Index	103	88	97
2000 Households	1,215	20,602	58,482
2010 Households	1,533	23,126	65,733
2019 Total Households	2,194	25,737	73,432
2024 Total Households	2,488	27,355	78,613
2000-2010 Annual Rate	2.35%	1.16%	1.18%
2010-2019 Annual Rate	3.95%	1.16%	1.20%
2019-2024 Annual Rate	2.55%	1.23%	1.37%
2019 Average Household Size	2.04	2.25	2.22

The household count in this area has changed from 65,733 in 2010 to 73,432 in the current year, a change of 1.20% annually. The five-year projection of households is 78,613, a change of 1.37% annually from the current year total. Average household size is currently 2.22, compared to 2.20 in the year 2010. The number of families in the current year is 41,608 in the specified area.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.





# Executive Summary

2450 University Pkwy, Sarasota, Florida, 34243  
Rings: 1, 3, 5 mile radii

Prepared by Esri  
Latitude: 27.38886  
Longitude: -82.52060

	1 mile	3 miles	5 miles
<b>Mortgage Income</b>			
2019 Percent of Income for Mortgage	20.5%	23.4%	23.4%
<b>Median Household Income</b>			
2019 Median Household Income	\$63,558	\$51,965	\$51,727
2024 Median Household Income	\$75,170	\$58,250	\$57,678
2019-2024 Annual Rate	3.41%	2.31%	2.20%
<b>Average Household Income</b>			
2019 Average Household Income	\$80,346	\$71,824	\$74,257
2024 Average Household Income	\$91,578	\$81,933	\$84,247
2019-2024 Annual Rate	2.65%	2.67%	2.56%
<b>Per Capita Income</b>			
2019 Per Capita Income	\$37,879	\$30,808	\$32,595
2024 Per Capita Income	\$43,204	\$35,101	\$36,954
2019-2024 Annual Rate	2.67%	2.64%	2.54%

### Households by Income

Current median household income is \$51,727 in the area, compared to \$60,548 for all U.S. households. Median household income is projected to be \$57,678 in five years, compared to \$69,180 for all U.S. households

Current average household income is \$74,257 in this area, compared to \$87,398 for all U.S. households. Average household income is projected to be \$84,247 in five years, compared to \$99,638 for all U.S. households

Current per capita income is \$32,595 in the area, compared to the U.S. per capita income of \$33,028. The per capita income is projected to be \$36,954 in five years, compared to \$36,530 for all U.S. households

<b>Housing</b>			
2019 Housing Affordability Index	114	99	100
2000 Total Housing Units	1,434	23,504	68,721
2000 Owner Occupied Housing Units	997	14,873	40,620
2000 Renter Occupied Housing Units	217	5,729	17,862
2000 Vacant Housing Units	220	2,902	10,239
2010 Total Housing Units	1,927	27,599	81,127
2010 Owner Occupied Housing Units	1,204	15,773	43,802
2010 Renter Occupied Housing Units	329	7,353	21,931
2010 Vacant Housing Units	394	4,473	15,394
2019 Total Housing Units	2,566	30,347	89,259
2019 Owner Occupied Housing Units	1,735	17,708	48,959
2019 Renter Occupied Housing Units	458	8,029	24,473
2019 Vacant Housing Units	372	4,610	15,827
2024 Total Housing Units	2,833	32,058	94,944
2024 Owner Occupied Housing Units	1,854	18,985	52,930
2024 Renter Occupied Housing Units	635	8,370	25,683
2024 Vacant Housing Units	345	4,703	16,331

Currently, 54.9% of the 89,259 housing units in the area are owner occupied; 27.4%, renter occupied; and 17.7% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.2% are vacant. In 2010, there were 81,127 housing units in the area - 54.0% owner occupied, 27.0% renter occupied, and 19.0% vacant. The annual rate of change in housing units since 2010 is 4.34%. Median home value in the area is \$247,318, compared to a median home value of \$234,154 for the U.S. In five years, median value is projected to change by 2.07% annually to \$273,951.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.



**Contract For Sale and Purchase**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
SARASOTA COUNTY, FLORIDA STATE MONTH/DATE 2019 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:

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TOTAL PURCHASE PRICE of said property is \$ _____	Balance payable as follows: (B) _____
Shall be paid as follows, to-wit:	
Earnest Money Deposit ( ) \$ _____	Remaining balance due in cash at closing. _____
Held by:	
Abel Putnam, P.A.	
500 S Florida Ave STE 300	
Lakeland, FL. 33802	
863-682-1178	
Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ _____	

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- 1) **Title Insurance:** At the closing of this transaction, Seller shall have issued by Putnam, Creighton & Airth, P.A., as agent for Old Republic National Title Insurance Company, 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: Friday January 17, 2020. 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 Tuesday December 17, 2019 by 5:00pm any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.
  
- 6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.
  
- 7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by 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):** \_\_\_\_\_

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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 \_\_\_\_\_, 2019.

**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: \_\_\_\_\_