Property Information Packet

ABSOLUTE AUCTION

Lake Buffum

4,422± SF Home & a Mobile Home on 42.08± Acres on Lake Buffum in Polk County.

Selling to the Last & Highest Bidder Regardless of Price!!

Saturday, June 27 at 11:00 AM

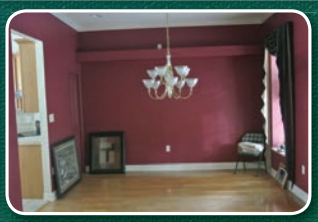
On-Site, 1925 Buffum Lake Trail, Ft. Meade, FL

1,550 Acre lake that is one of Polk County's largest. You will enjoy scenic views of oaks scattered throughout the property. Stately grandfather oaks are planted in front of the home for a dramatic entrance. Acreage includes 2 barns and a Manufactured Home. Perfect for country living and ranchette for horses or others.

- This Lakefront Property Home has 4 Bedrooms and 3 Baths with 4,422± SF.
- It has no shortage of features, as the home comes complete with a Fireplace, Patio, Porch, 2 Barns and a Mobile Home! There is also a home for your cars, with a 470± SF 2-Car Garage ❖ The Sun room is 570± SF
- Lakefront: 612± Feet of Frontage on Lake Buffum.
- 2 barns, built in 1998
- The home was built in 2001, and has a well & septic.
- A 3-Stall Horse Stable with machinery storage under the canopy. Board and batton construction and Storage Barn/Machine Shed with Office and 1/2 Bath

Preview: Saturday, June 20th from 10AM-2PM

Directions From Lake Wales: Take Hwy 27 south to ABC Rd. (640) turn right (west) 3.6± miles to Lake Buffum Rd E. Continue 4.5± miles to Buffum Lake Trail on the right. (Watch for Auction Signs).



Phone Bidding Available. Pre-Registration Required. At least 48 hours in advance.

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
A Licensed Real Estate Broker
SINCE 1959

10% Deposit due day of Sale. 10% Buyers Premium. Balance due on or before 30 days.

See Website for Complete Details

www.Higgenbotham.com • 800-257-4161

auction@higgenbotham.com

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

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. These properties will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All properties sold AS IS/WHERE IS. All acreages, measurements & other figures described in this brochure are approximate and therefore not necessarily to scale. Not responsible for accidents or injuries. All properties subject to sale prior to auction. 150627

How an Auction Works

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

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

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

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

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

WHAT DOES THE TERM "ABSOLUTE" MEAN?

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

DO I NEED TO PRE-QUALIFY?

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

WHAT IS A BUYER'S PREMIUM?

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

WHAT IF I AM A BROKER?

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

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

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

HIGGENBOTHAM AUCTIONEERS
INTERNATIONAL, LTD., INC
SINCE 1959

3816 Industry Blvd, Lakeland, FL 33811 • 800-257-4161 • www.higgenbotham.com • email:auction@higgenbotham.com

ABSOLUTE AUCTION

11:00 am Saturday June 27th

SALE ON SITE:

1925 Buffum Lake Trail Ft Meade, FL 33841

LOCATION 1925 Buffum Lake Trail Ft Meade, FL 33841

DESCRIPTION 42.08± Acres, 612 +/- Feet on Lake Buffum
4,432± SF, 4 Bed 3 Bath, Home Built in 2001
Two Barns- Stable/Barn 3,024 SF, Barn/office 2,880 SF
Pens, Well, Riding Area, Roping Area

PROPERTY ID# Polk County (27-31-17-000000-043020
& 27-31-18-000000-012010)

2014 TAXES $4,056.30

**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

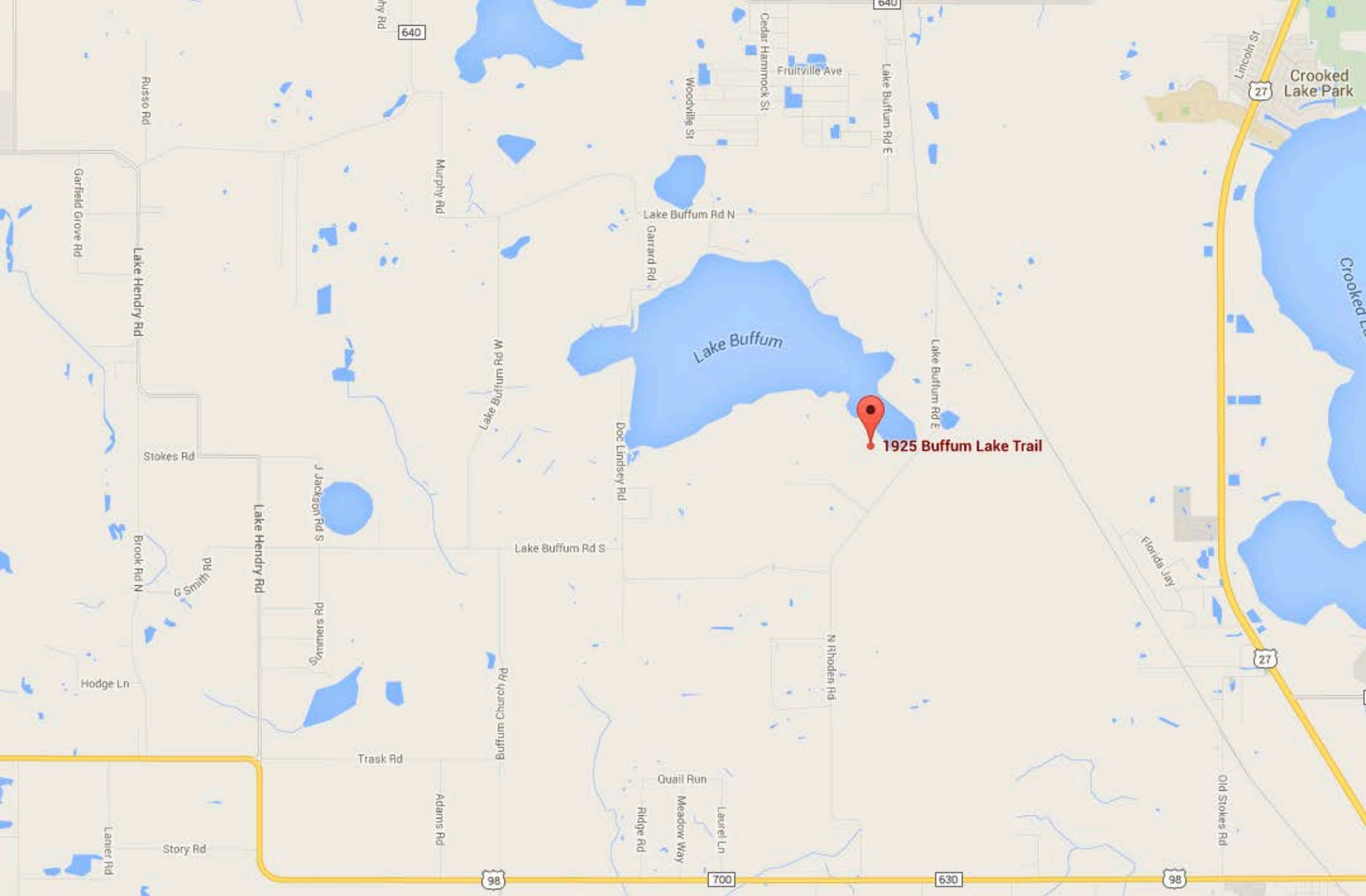
ZONING: A/RR

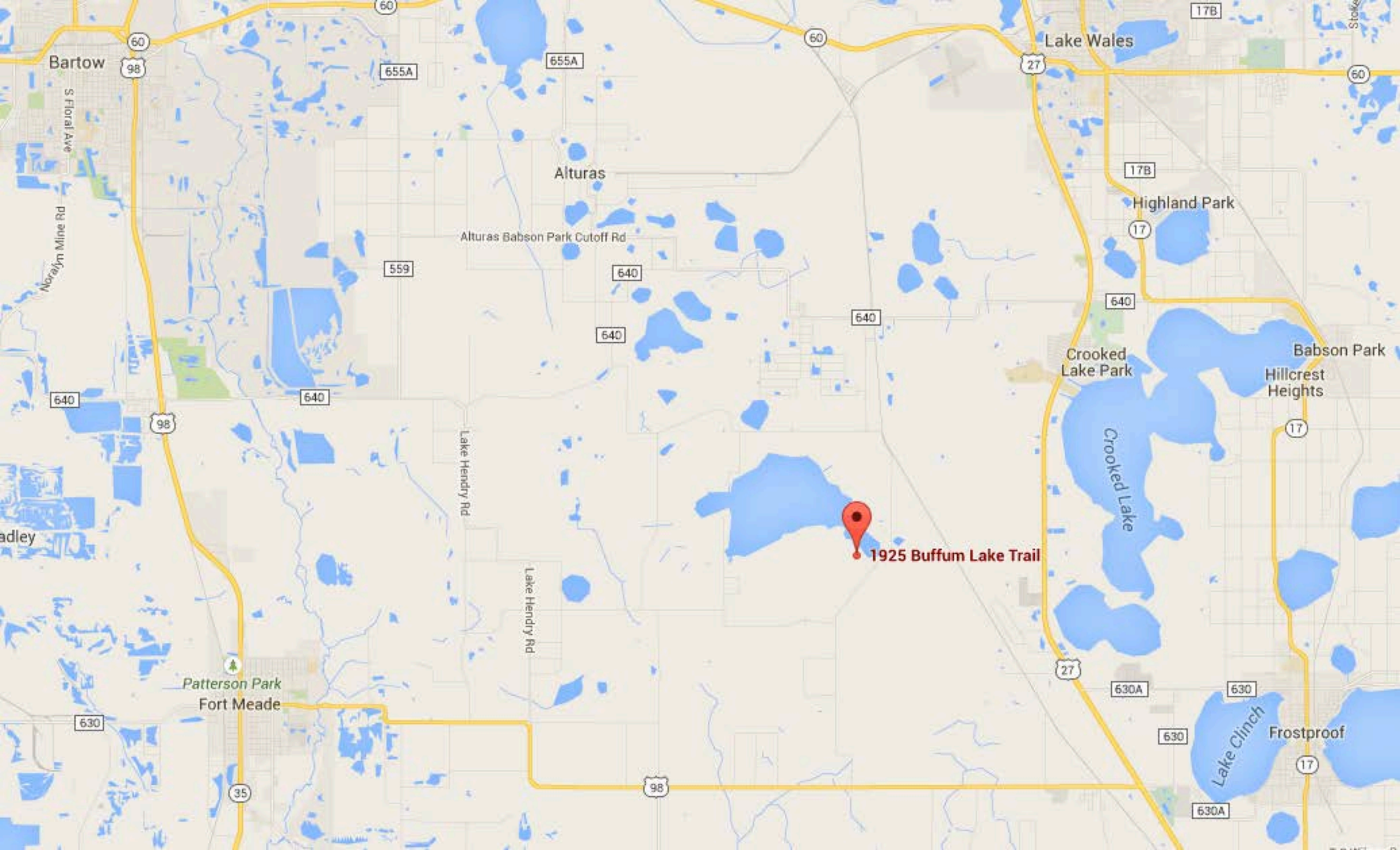
TERMS: 10% deposit due day of sale. Remaining Balance due at closing on or before 30 days. 10% Buyer's Premium.

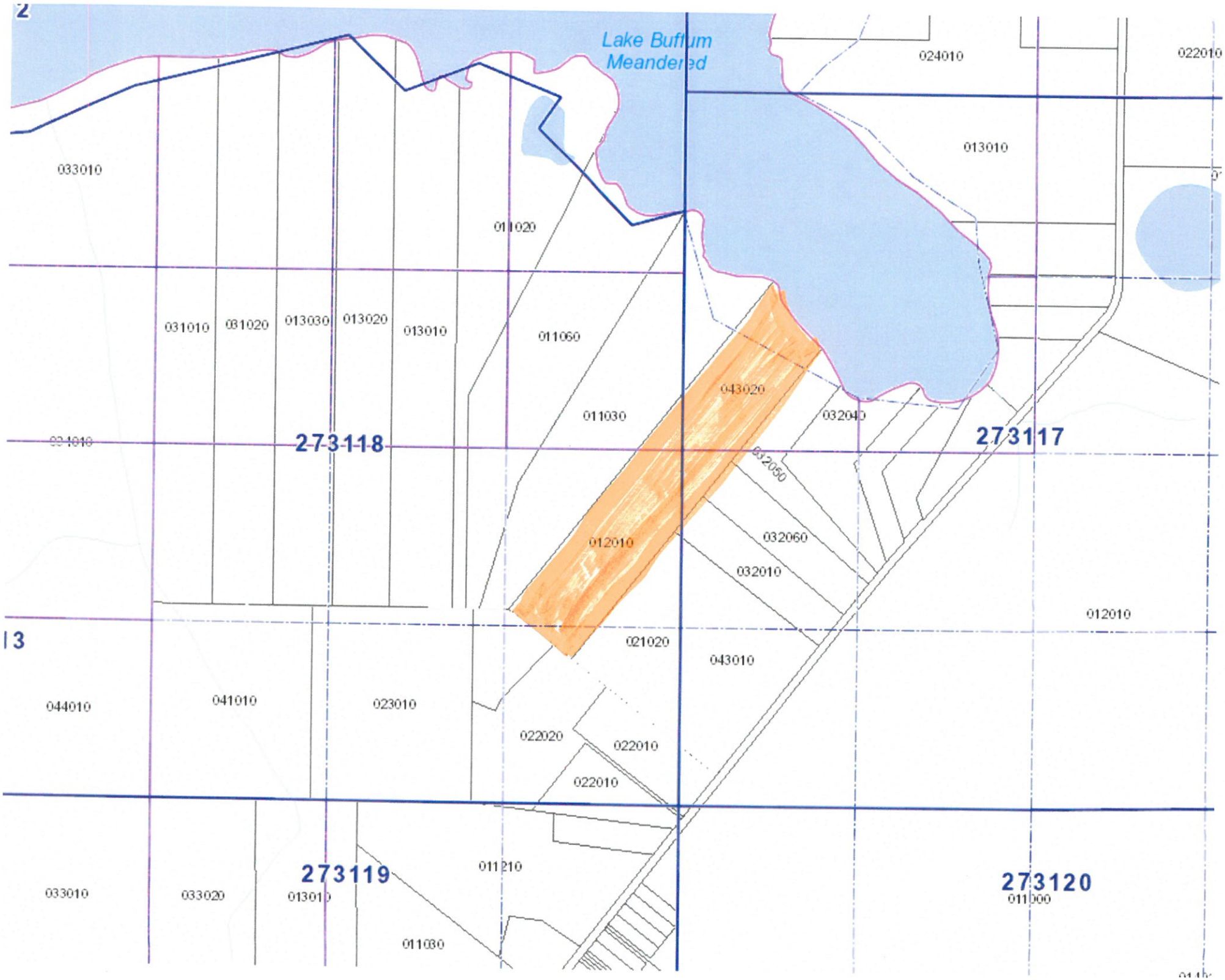
Preview this home from 10:00 am – 2:00 pm Saturday June 20th

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.


640
Russo Rd
Garfield Grove Rd
Lake Hendry Rd
Murphy Rd
Woodville St
Cedar Hammock St
Fruitville Ave
Lake Buffum Rd E
Lincoln St
27
Crooked Lake Park
Lake Buffum Rd N
Garrard Rd
Lake Buffum
Lake Buffum Rd W
Doc Linds
Lake Buffum Rd E
1925 Buffum Lake Trail
Stokes Rd
Brook Rd N
G Smith Rd
Jackson Rd S
Summers Rd
Lake Buffum Rd S
Buffum Church Rd
N Rhoden Rd
Florida Jay
Hodge Ln
Trask Rd
Quail Run
Adams Rd
Ridge Rd
Meadow Way
Laurel Ln
Old Stokes Rd
Lanier Rd
Story Rd
98
700
630


Bartow
Alturas
Lake Wales
Highland Park
Crooked Lake Park
Babson Park
Hillcrest Heights
Frostproof
Fort Meade
Patterson Park
Alturas Babson Park Cutoff Rd
Lake Hendry Rd
Lake Hendry Rd
Crooked Lake
Lake Clinch
S Floral Ave
Noralyn Mine Rd
1925 Buffum Lake Trail
60
98
655A
559
640
17B
27
17
630
630A
35


Lake Buffum
Meandered
024010
022010
013010
033010
011020
031010
031020
013030
013020
013010
011060
043020
011030
032040
273118
273117
032050
012010
032060
032010
012010
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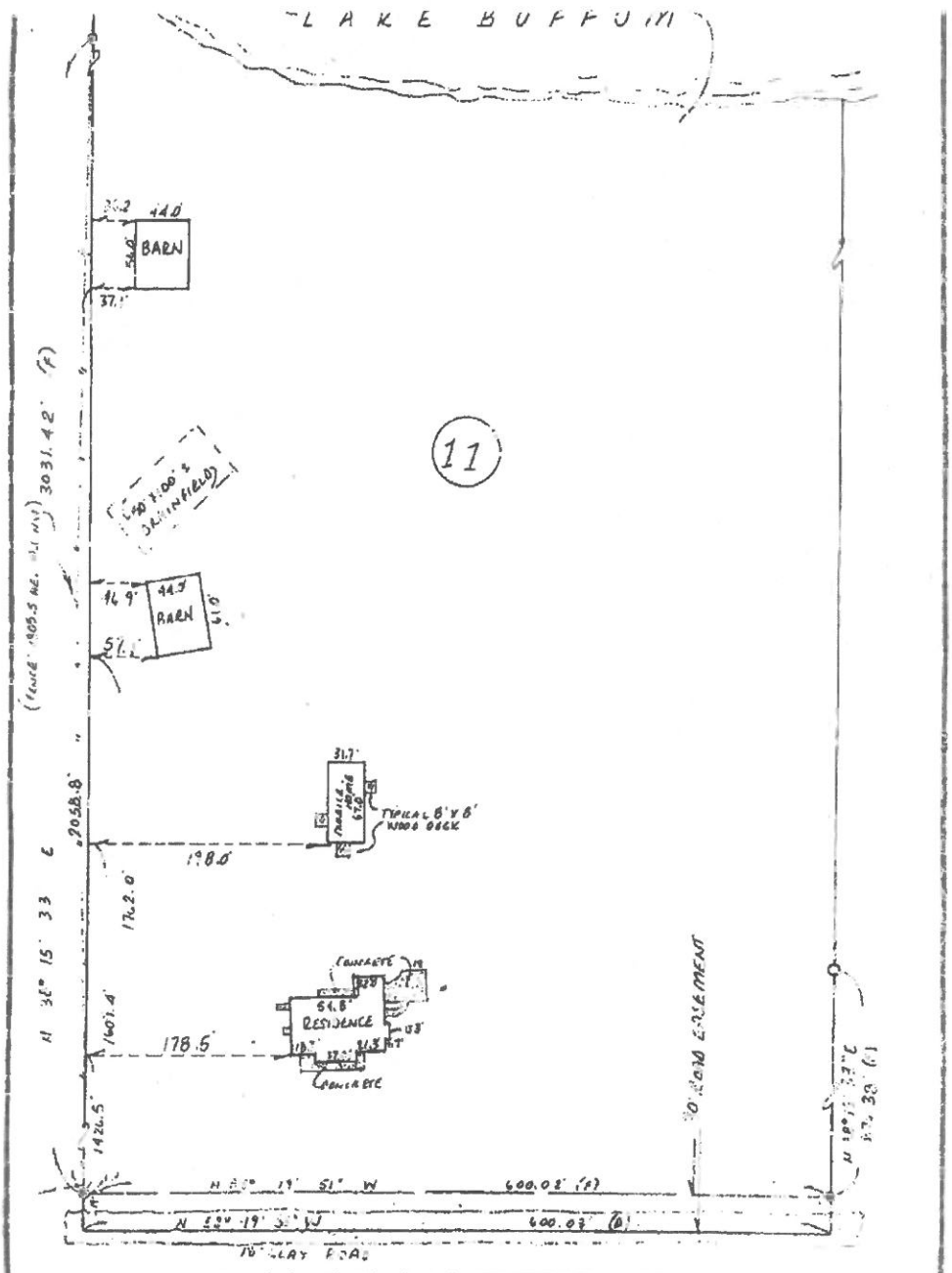
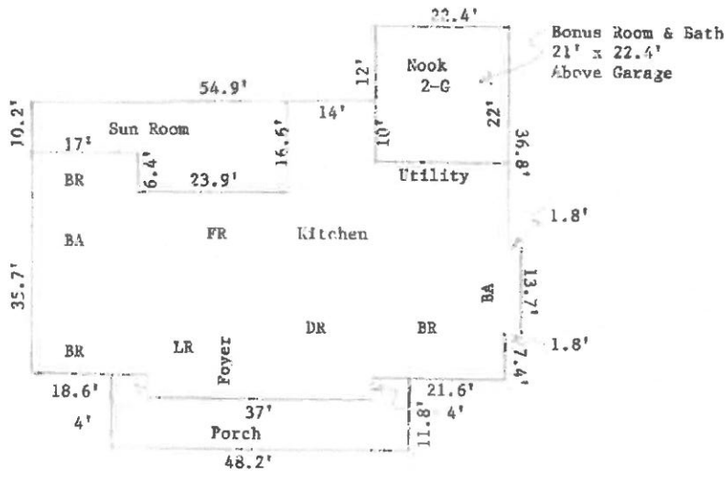
013010
011210
011080



2.)FLORIDA STATUTE REQUIRES THIS STATEMENT TO APPEAR-THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.HOWEVER SOUTHERN LAND SURVEYORS,INC. IT'S EMPLOYEES AND VEHICLES ARE COVERED BY GENERAL

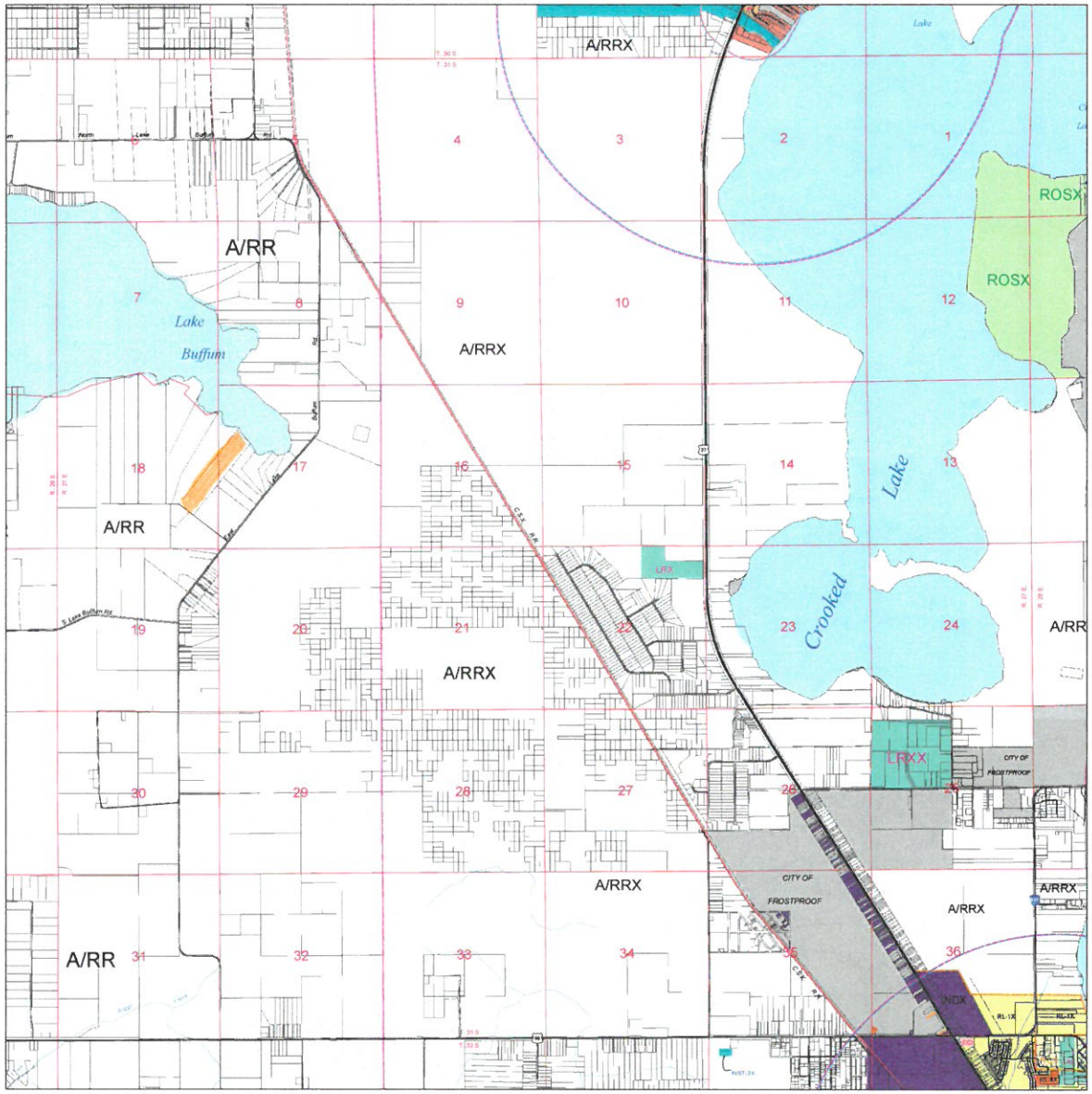
1925 BUFFUM LAKE TRAIL, FT. MEADE



Base Living Area:	2,922 SF
Bonus Room/Bath:	470 SF
Garage:	470 SF
Sun Room:	370 SF

2030 COMPREHENSIVE PLAN MAP SERIES
FUTURE LAND USE/PARCEL BASE MAP

SECTION 1-36 TOWNSHIP 31 RANGE 27



LAND USE LEGEND

- CC - Convenience Center
- NAC - Neighborhood Activity Center
- CAC - Community Activity Center
- TC - Town Center
- RAC - Regional Activity Center
- HIC - High-Impact Commercial Center
- TCC - Tourism Commercial Center
- LCC - Linear Commercial Corridor
- CE - Commercial Enclave
- OC - Office Center
- EC - Employment Center
- BPC-1 - Business Park Center-1
- BPC-2 - Business Park Center-2
- IND - Industrial
- PM - Phosphate Mining
- LR - Leisure Recreation
- PI - Professional Institutional
- INST-1 - Institutional-1
- INST-2 - Institutional-2
- IAC - Interchange Activity Center
- ROS - Recreation and Open Space
- PRESV - Preservation
- CORE - Conservation Core
- MU - Mixed Use
- RCC - Rural Cluster Center (Non-Residential)
- RCC-R - RCC - Rural Cluster Center (Residential)
- RS - Residential-Suburban
- RL-1 - Residential Low-1
- RL-2 - Residential Low-2
- RL-3 - Residential Low-3
- RL-4 - Residential Low-4
- RM - Residential Medium
- RH - Residential High
- A/RR - Agriculture/Residential-Rural
- PRE-DRI & DRI - Development of Regional Impact
- SAP - Selected Area Plan
- Southeast SAP Village Center Core
- Southeast SAP Village Center

Green Swamp Areas

- GSACSC - Green Swamp Area of Critical State Concern
- RIDGE-SPA - Ridge Special Protection Area
- RURAL-SPA - Rural Special Protection Area
- PC-SPA - Polk City Special Protection Area

Development Areas

- Transit Supportive Development Areas - TSDA
- Urban Growth Areas - UGA
- Suburban Development Areas - SDA
- Utility Enclave Areas - UEA
- Neighborhood Utility Service Areas - NUSA

Note: "X" Indicates Extra Development Standards

GENERAL LEGEND

- Interstate Highways
- U.S. Highways
- State Highways
- County Roads
- Local Roads
- Proposed Roads
- Railroads
- Parcels
- County Boundary
- Sections
- Township/Range
- Lakes/Water
- Municipalities

NUMBER	CPA INDEX	DATE	ORD.
97B-03	125.56 +/- ACFROM ADRP TO LRX, HIN COR OF DR ASSN & KEEN RD, 525.731 R21.56 TELEMENT AGREEMENT	23 MAR 99	
98A-05	455 +/- AC ADRP TO RCC, SHORELINE OF CROOKED LK, 506.87 T31 ROE, 501.12 T31 R27	25 MAY 99	
12E-03	CREATION OF SOUTHEAST SAP - MULTIPLE TOWNSHIPS	14 FEB 13	12-035

NUMBER	LDC INDEX	DATE	ORD.

Map Prepared By:
POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
INFORMATION TECHNOLOGY / GIS SECTION

CPMS Managed by:
OFFICE OF PLANNING AND DEVELOPMENT

GENERALIZED MAP

0 0.5 1 Miles

N W E S

TWN 31 RNG 27

CPMS Disclaimer
THIS IS ONE MAP OF THE 'POLK COUNTY COMPREHENSIVE PLAN MAP SERIES'. IT MUST BE INTERPRETED IN CONJUNCTION WITH THE OTHER MAPS OF THE SERIES AND THE OBJECTIVES AND POLICIES OF THE 'POLK COUNTY COMPREHENSIVE PLAN' AS ADOPTED AND AMENDED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS.

GIS Mapping Disclaimer
This GIS map is a resource of general information. The Polk County BoCC makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. Accordingly, use of this information is at the user's own risk. The Polk County BoCC expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Polk County BoCC shall assume no liability for:
1) Any errors, omissions, or inaccuracies in the information provided regardless of how caused.
2) Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder, or
3) Any other actions or inactions that may arise that were not contemplated by this disclaimer.

S:\IT_GIS_Share\GIS_Projects\Growth Management\Long_Range_Planning\Comprehensive_Plan_Map_Series_CPMS_Project_9_2010\PDF\2030 Current Maps\Township\RangeFLU 5/09/2014

Table 2.1 Use Table for Standard Land Use Districts (For revision history, please see last row of table.)

	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R	INST1	INST2	ROS	PRESV
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																												
Residential Uses																												
Duplex, Two-family Attached		C3	C3			C3	C3	P	P	C3																		
Family Farm	C1		C1																				C1					
Fly-in Community	C3		C3																									
Group Home, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1	C1	C1																			
Group Home, Large (7-14 residents)	C3	C3	C3					C1	C1																C1	C1		
Group Living Facility (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C3	C2																C2	C2		
Farm Worker Dormitory, Apartment Style	C2	C2	C2							C2													C2					
Farm Worker Dormitory, Barrack Style	C3	C3	C3							C3											C2	C2	C3					
Mobile Home Park & Subdivision	C3	C3	C4	C4	C4	C4	C4	C3	C3																			
Mobile Homes, Individual	C1	C1	C1	C1	C1	C1	C1	C1	C1																			
Multi-family		C3		C3	C3	C3	C3	P	P	C3				C3	C2	C2	C3	C2		C3					C2	C3	C3		
Residential Infill Development			C2	C2	C2	C2	C2																					
Rural Residential Development (RRD)	C3		C3																									
Short-Term Rental Unit				C3	C3	C3	C3	C3	C3									P										
Single-family Detached Home & Subdivision	P	P	P	P	P	P	P	P	C2																P			
Suburban Planned Development			C3																									
Special Residential															C3	C3												
Mixed Uses																												
Planned Development	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3
Residentially Based Mixed Development (RBMD)	C3		C3	C3	C3	C3	C3	C3																				
Rural Mixed Development (RMD)	C3		C3																									
Transitional Area Development			C3	C3	C3	C3	C3	C3			C3	C3	C3	C3	C3	C3		C3	C3	C3	C3							
All Other Uses																												
Adult Day Care Center (7 or more clients)	C3	C3	C3	C3	C3	C3	C3	C3	C2																C2	C2		
Adult Use													C1		C1	C1		C1										
Agricultural Support, Off-Site	C3	C3	C3	C3						P		P	P				C3		P	C3	P	P	C3					
Airport	C4															C4				C4	C4	C4	C4			C4		
Alcohol Package Sales										C1	C1	C1	C1	C1	C1	C1		C1	C1	C1	C1	C1		C1				
Animal Farm, Intensive	P		C1	C1						P										C3	P	P	P					
Animal Farm, Small, Specialty	P		C1	C1						P										C3	P	P	P					
Aquiculture	P		C1	C1						P										C3	P	P	P					
Bars, Lounges, and Taverns												C3	C3	C3	C1	C1		C1	C1	C1	C1	C1		C1				
Bed and Breakfast	C4	C3	C4	C4	C4	C4	C4	C4	C4	C2																		
Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic	C3									C3											C2	C2	C3					

Table 2.1 Use Table for Standard Land Use Districts (For revision history, please see last row of table.)

	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R	INST1	INST2	ROS	PRESV
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																												
Car Wash, Full Service													C2		P	P		P										
Car Wash, Incidental										C2	C2	C2	C2	C2	P	P		P										
Car Wash, Self Service													C2		P	P		P										
Cemetery	C2	C3	C3							C3	C3	C3	C3	C3	C2	C2		C3	C2						C2	C2		
Childcare Center	C3	C3	C3	C3	C3	C3	C3	C3	C3	P	P	C2	P	P	P	P	C3	P	C1					C2	P	P		
Clinics & Medical Offices										C2	C2	C3	P	C2	P	P	P	P							C2	C2		
Commercial Vehicle Parking										C3		C2	C2		C2	C2		C2	P	C2	P	P						
Communication Towers, Guyed and Lattice	C2		C3												C3	C3			C3	C3	C2	C2	C2		C2	C2	C3	C3
Communication Tower, Monopole	C2		C3							C3			C3		C2	C2		C2	C2	C2	C2	C2	C2	C3	C2	C2	C3	C3
Community Center	C3	C3	C3	C3	C3	C3	C3	C3	C3	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C4	
Construction Aggregate Processing																						C3						
Construction Aggregate Storage																						C3						
Convenience Stores, Isolated	C2	C2	C2							C2									C2	C2	C2	C2	C2	C2				
Convenience Store										C2	P	C3	C2	P	P	P		P	C2	C2	C2	C2						
Correctional Facility	C4																									C4		
Cultural Facility	C3	C3	C3	C3	C3	C3	C3	C3	C3	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C4	
Dairies	P		C2																	C3	C2	P	P					
Emergency Shelter, Small (6 or less residents)	C1	C1	C1	C1	C1	C1	C1	C1	C1																C1	C1		
Emergency Shelter, Medium (7-14 residents)	C3	C3	C3					C1	C1																C2	C2		
Emergency Shelter, Large (15 or more residents)	C3	C3	C3	C3	C3	C3	C3	C3	C2															P				
Fish Camp																												
Farming General	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Financial Institution										P	P	C3	C2	P	P	P	C2	P	C2	C2	C2	C2						
Financial Institution, Drive Through										C2	C2	C3	C2	C2	C2	C2	C3	C2	C2	C2	C2	C2						
Flea Market/Enclosed															C1	C1			C1									
Flea Market/Open															C4	C3			C1									
Funeral Home & Related Facilities										C2	C2	C3	C2		C2	P			P									
Gas Station										C2	C2	C4	C2	P	P	P		P	P	C2	C2	C2						
Golf Course	C1	C1	C1	C1	C1	C1	C1	C3	C3	C3								C1		C1	C1	C1		C1	C1	C1	C1	C2
Government Facility	C3	C3	C3	C3	C3	C3	C3	C3	C3	P	P	P	P	P	P	P	C3	P	P	P	P	P	C3	C3	P	P	C3	
Gypsum Stack																							C4					
Hazardous Waste Transfer, Storage																						C4	C4					
Hazardous Waste Treatment Facilities																							C4					
Heavy Machinery Equipment Sales and Services																			C2		C2	P	C2					
Heliports	C2												C3		C2	C2		C2	C2	C2	C2	C2	C2		C2	C2		

Table 2.1 Use Table for Standard Land Use Districts (For revision history, please see last row of table.)

	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R	INST1	INST2	ROS	PRESV
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																												
Helistops	C2	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C4	C2	C3	C3	C2	C3	C3	C2	C2	C2	C2	C2	C3	C2	C2	C2	
Hospitals										P					P	P	C3								C3	C2		
Hotels and Motels												C3	C2		P	P		P		C2	C2	C2		C3				
Institutional Campground	C3		C3																					P	P	P		
Kennels, Boarding and Breeding	P		C3							C2		P	P		C1	P		C1	P		C2	P	P					
Lime Stabilization Facility	C3		C3							C3		C3	C3						C3	C3	C3	C3	C3		C3	C3		
Livestock Sale, Auction	P		C1	C1						P									C2		C2	P	P					
Lodges and Retreats, Private	C3									P		C2	P						P					P	P	P		
Manufacturing, Explosives/ Volatile Material																						P	C2					
Manufacturing, General																						P	C2					
Manufacturing, Light																				C2	P	P	C2					
Marinas and Related Facilities	C3									C3					C1	C1		C1						C1				
Mining, Non-phosphate	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	
Mining, Phosphate																							C4					
Motor Freight Terminal												C3	C3						P		P	P	C2					
Nightclubs and Dance Halls												C3	C3		C3	C1		C1						C3				
Nurseries, Retail										P	P	C2	P	P	P	P			P	C2	C2	C2						
Nurseries and Greenhouses	P	C1	C1	C1						P	P	C2	P	P	P					P	P	P	P					
Nursing Home								C3	C3	C2		C2	C2		C2	C2									C2	C2		
Office										C2	C2	C2	P	C2	P	P	P	P	C2	P	P	P			C2	C2		
Office Park													P				C2			P	P				C2	C2		
Personal Service										C2	C2	C1	P	C2	P	P	C2	P	C2	P	P	P		C2				
Power Plants Non-Certified, Low																			C4	C4	C4	C4	C4			C2		
Power Plants, Non-Certified, High																					C4	C4	C4			C3		
Power Generation, Certified																							C4					
Printing & Publishing													C2				C2		P	P	P	P						
Railroad Yard																			C3			C3	C3					
Recreation, Passive	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1
Recreation, High Intensity	C3	C3	C3	C3	C3	C3	C3	C3	C3									C1					C3	C1	C1	C1	C1	C3
Recreation, Low Intensity	C2	C2	C2	C2	C2	C2	C2	C2	C2									C1					C2	C1	C1	C1	C1	C3
Recreation & Amusement General										C3	C3	C3	C3	C3	C2	C2	C3	C2	C3					C2				
Recreation & Amusement Intensive																C3		C2	C3					C4				
Recreation, Vehicle Oriented	C3	C3	C3	C3	C3	C3	C3	C3	C3									C2					C3	C2			C2	C4
Recreational Vehicle Park																		P						C2				
Religious Institution	C3	C3	C3	C3	C3	C3	C3	C3	C3	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C4	
Research & Development																P	C3		P	P	P	P	C2		C3	C3		
Residential Treatment Facility	C4									C4		C4	C4		C4	C4									C4	C4		

Table 2.1 Use Table for Standard Land Use Districts (For revision history, please see last row of table.)

	A/RR	RCC-R	RS	RL-1	RL-2	RL-3	RL-4	RM	RH	RCC	CC	CE	LCC	NAC	CAC	RAC	OC	TCC	HIC	BPC-1	BPC-2	IND	PM	L/R	INST1	INST2	ROS	PRESV
Key to Table: P = Permitted Use; C = Conditional Use/Level of Review																												
Restaurant, Drive-thru/Drive-in										C2		C3	C2	C2	C2	c2		C2	C2	C2	C2	C2		C2				
Restaurant, Sit-down/Take-out										C2	C2	C2	P	P	P	P		P	P	C2	C2	C2		P				
Retail, 5,000 – 34,999 sq. ft.										C3	C3	C3	P	P	P	P	C3	P	P	C2	C2	C2		C2				
Retail, 35,000 - 64,999 sq. ft													P	P	P	P		P	P	C2	C2	C2						
Retail, More than 65,000 sq. ft.													C3	C3	P	P		C3	C2	C3	C3	C3						
Retail, Home Sales Office												C3	C2			P			P									
Retail, Less than 5000 sq. ft.										P	P	P	P	P	P	P	C3	P	P	C2	C2	C2		C2				
Retail, Outdoor Sales/Display												C3	C2		C3	C3		C3	P		P							
Riding Academies	C1		C3	C3						P													C1	P			C3	
Salvage Yard																						C3						
School, Elementary	C3	C2	C2	C2	C2	C2	C2	C2	C2	C2															P	C2		
School, Middle		C3	C3	C2	C2	C2	C2	C2	C2	C3															P	C2		
School, High		C3	C3	C3	C3	C3	C3	C2	C2																C3	P		
School, Leisure/Special Interest	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C2	C2	C2	P	P	C3	P	P	C2	C2	C3	C3	P	P	P	P	
School, Technical/Vocational/Trade	C3									C3	C3	C3	C3	C3	C2	C2	C2	C2	P	C2	C2	P	C2		C3	P		
School, Training	C3									C3	C3	C3	C3	C3	C2	C2	C2	C2	P	C2	C2	P	C2		C3	P		
School, University/College		C3					C3	C3	C3	C3				C3	C3	C3		C3	C3	C2	C2	C3			C3	P		
Seaplane Base	C3	C3	C3																			C3		C3	C3	C3		
Self-storage Facility										C3		C2	C2	C2	C2	C2			C2	C2	C2	C2						
Solid Waste Management Facility																										C4		
Studio, Production										P			P			P	P		P	P	P	P						
Solar Electric-Power Generation Facility	C2	C3	C3																C2	C2	C2	C2	C2		C2	C2		
Transit, Commercial													C3			P					P	P						
Transit, Facility														P	P	P		P	P	P	P	P						
Truck Stop																P			P									
Utilities, Class I	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities, Class II	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1	P	P	P	P	P	P	C1	P	P	P	P	P	P	P	P	P	P	
Utilities, Class III	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C4	C2	C2	C4	C4	C3	C4	
Vehicle Recovery Service/Agency			C4							C2		C2	C2						C2		C2	C2						
Vehicle Repair, Auto Body										C2		C4	C3						P		P	P						
Vehicle Service, Mechanical										P		C4	C2	P	P	P		P	P		P	P						
Vehicle Sales, Leasing										C2		C4	C2		C2	P		C2	P									
Veterinary Service	P		C2							C1	C1	P	P	P	P	P	C2	P	P		C2	C2	P	P				
Warehousing																			P	P	P	P						
Water Ski Schools	C4		C4							C4	C3	C3	C3	C3	C3	C3		C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	
Wholesale, Enclosed										P		C3	C2		P	P			P	P	P	P						

Revised 11/4/14 – Ord. 14-066; 8/5/14 – Ord. 14-045; 3/18/14 – Ord. 14-015; 8/20/13 – Ord. 13-023; 12/6/11 – Ord. 11-033; 12/6/11 – Ord. 11-032; 6/28/11 – Ord. 11-

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

CONTRACT FOR SALE AND PURCHASE

3816 Industry Blvd
Lakeland, Florida 33811
(863) 644-6681

Polk, Florida, June 27, 2015
COUNTY **STATE** **MONTH/DATE** **YEAR**

Buyer: Address: City: State: Zip: Phone: (H) (B)	Seller: Long Address: City: Fort Meade State: Fl. Zip: Phone: (H) 863 - (B)

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

See Attached Exhibit "A" Polk County, Fl.

AKA 1925 Buffum Lake Trail Property ID #(s)27-31-17-000000-043020&27-31-18-000000-012010

TOTAL PURCHASE PRICE of said property is $_____ Balance payable as follows: (B)_____
Shall be paid as follows, to-wit:
Earnest Money Deposit (10%) Remaining balance due in cash at closing

Held by: $_____

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

1) **Title Insurance:** At the closing of this transaction, the Seller shall have issued by _____a commitment for title insurance agreeing to insure title to said property and upon closing, the Seller shall purchase and have delivered to the 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, the 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 the Buyer or his attorney. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to the Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before:_____July 27, 2015_____. 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 thirty (30) days.

3) **Conveyance:** Seller agrees to convey title to the aforesaid property to the 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 required documentary stamps shall be placed on the deed by _Buyer__. The Buyer will pay a reasonable closing fee to the closing agent. The 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 commonly associated with a mortgage. 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 the Agent, Buyer, and Seller. If not signed by all parties on or before _____June 30,2015____ any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the 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)**:_____

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

Accepted this _____ day of _June_____, 2015__.

Buyer(s) **Seller(s)**

_____ _____
Printed Name:_____ Printed Name:_____

_____ _____
Printed Name:_____ Printed Name:_____

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

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 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.

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

10) **Inspection:** Upon the signing of this contract, the Buyer states they have personally inspected this property, or it has been inspected by their personal representative with Power of Attorney to act in their behalf. The Buyer specifically warrants that they have performed all necessary due diligence in the inspection of this subject property including, if desired, wood destroying organisms, environmental assessments, governmental regulation inquiry and/or the condition of any improvements as this shall be deemed the sole responsibility of the Buyer. Buyer affirms that they have not relied upon any statement or representation by broker 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:** 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.

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 the Buyer fails to perform this contract within the time herein specified, time being of the essence of this agreement, the deposit made by the Buyer shall be forfeited, and the amount of such deposit shall be divided equally between the Agent and the Seller provided, however, that the amount received or retained by the Agent shall not exceed the full amount of said commission, any excess to be paid the Seller. If the transaction shall not be closed because of refusal of the Seller to perform, then the Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute 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, the 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) **Litigation:** In any litigation brought to enforce any of the terms of this Agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

17) **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.

18) **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.

19) **"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.

20) **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.

21) **No Financing Contingency:** The Buyer understands and acknowledges that this contract <u>IS NOT</u> contingent upon the Buyer obtaining financing.