

Property Information Package

LIVING ESTATE **AUCTION**

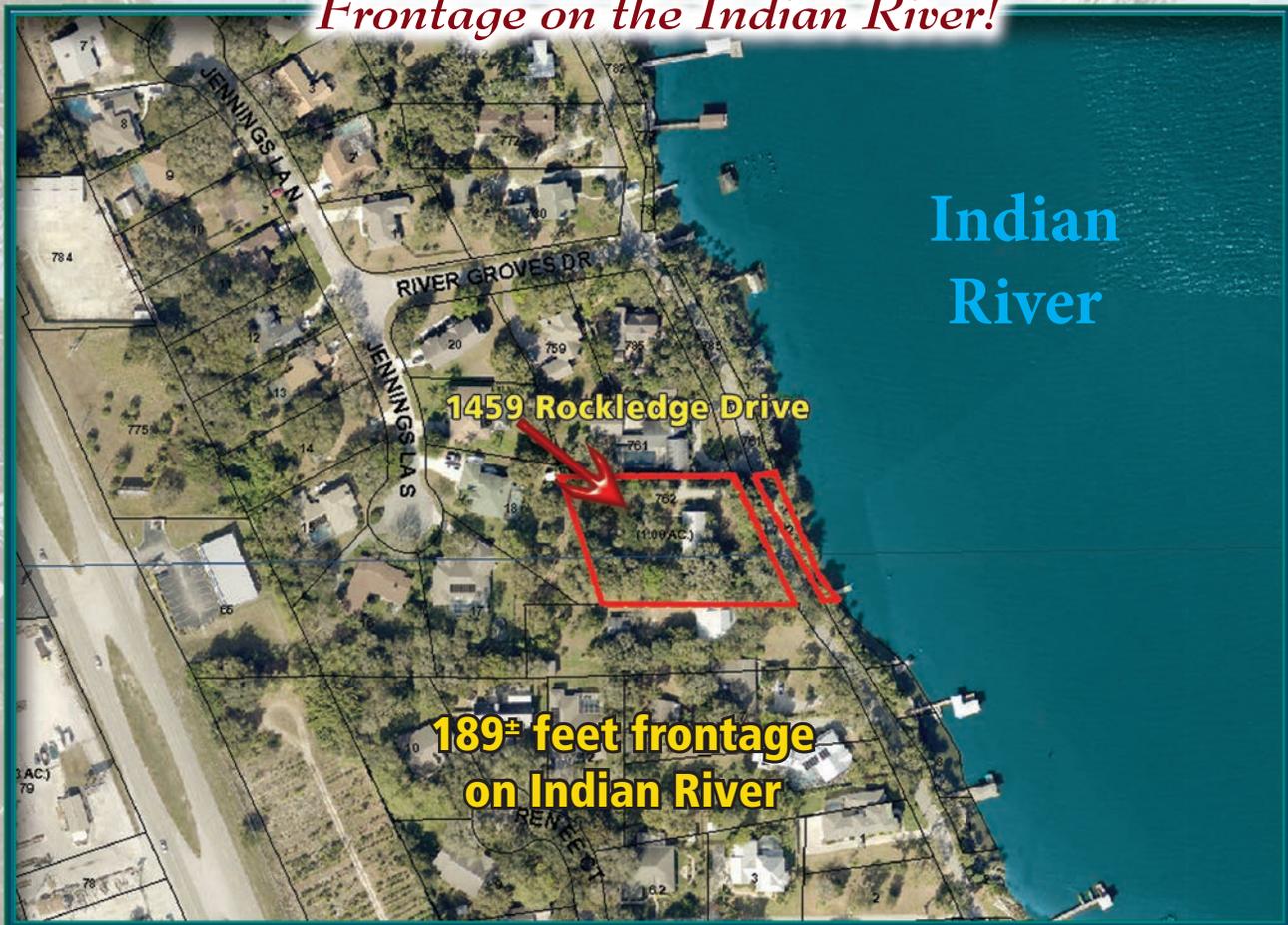
11AM, Saturday, January 23rd

*ON-SITE: 1459 Rockledge Drive,
ROCKLEDGE, FL 32955*



**4 Bedroom, 2.5 Bath ♦ 2,076± SF
.84± Acres ♦ 2 Story Home**

*Don't Miss this Opportunity to Own a Home with
Frontage on the Indian River!*



- 189± feet frontage on the Indian River! • 1 mile from Historic Downtown Cocoa Village! • Walk or ride bikes to wonderful shoppes & restaurants • Rockledge Drive is one of the most beautiful and prestigious riverfront drives in Brevard County
- Plenty of room on this beautiful, wooded parcel to expand the home and add a pool • Located on DEEP WATER inter coastal

Preview: 11AM, EST Saturday, January 16th

Telephone Bidding Available with 48 Hour Registration

Broker
Participation
Welcome



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

Please Visit Website for Full Details

**www.Higgenbotham.com • 800-257-4161
auction@higgenbotham.com**

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. 160123

LIVING ESTATE AUCTION

11:00 am Saturday January 23rd

SALE ON SITE

1459 Rockledge Drive, Rockledge, FL 32955

LOCATION: WATERFRONT! 189.45± frontage located directly on Indian River

DESCRIPTION: 4 bedroom, 2.5 bath home on large .84± acre lot. This home was built in 1961. Beautiful views of the Indian River from the 2nd story. Central AC/Heat. 2,076± SF living area.

COUNTY: Brevard

PROPERTY ID# 25-36-10-00-00762.0-0000.00

TAXES: \$4,723.74

****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 Septic

ZONING: R-1 200' water back
R-2 remainder of the property

FRONTAGE: 189.45'± river frontage on the Indian River
197.21'± frontage on Rockledge Drive

PREVIEW: 11am- 3 pm Saturday January 16
1 Hour Prior to the Auction

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.

How an Auction Works

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

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

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

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

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

WHAT DOES THE TERM "RESERVE" MEAN?

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

DO I NEED TO PRE-QUALIFY?

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

WHAT IS A BUYER'S PREMIUM?

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

WHAT IF I AM A BROKER?

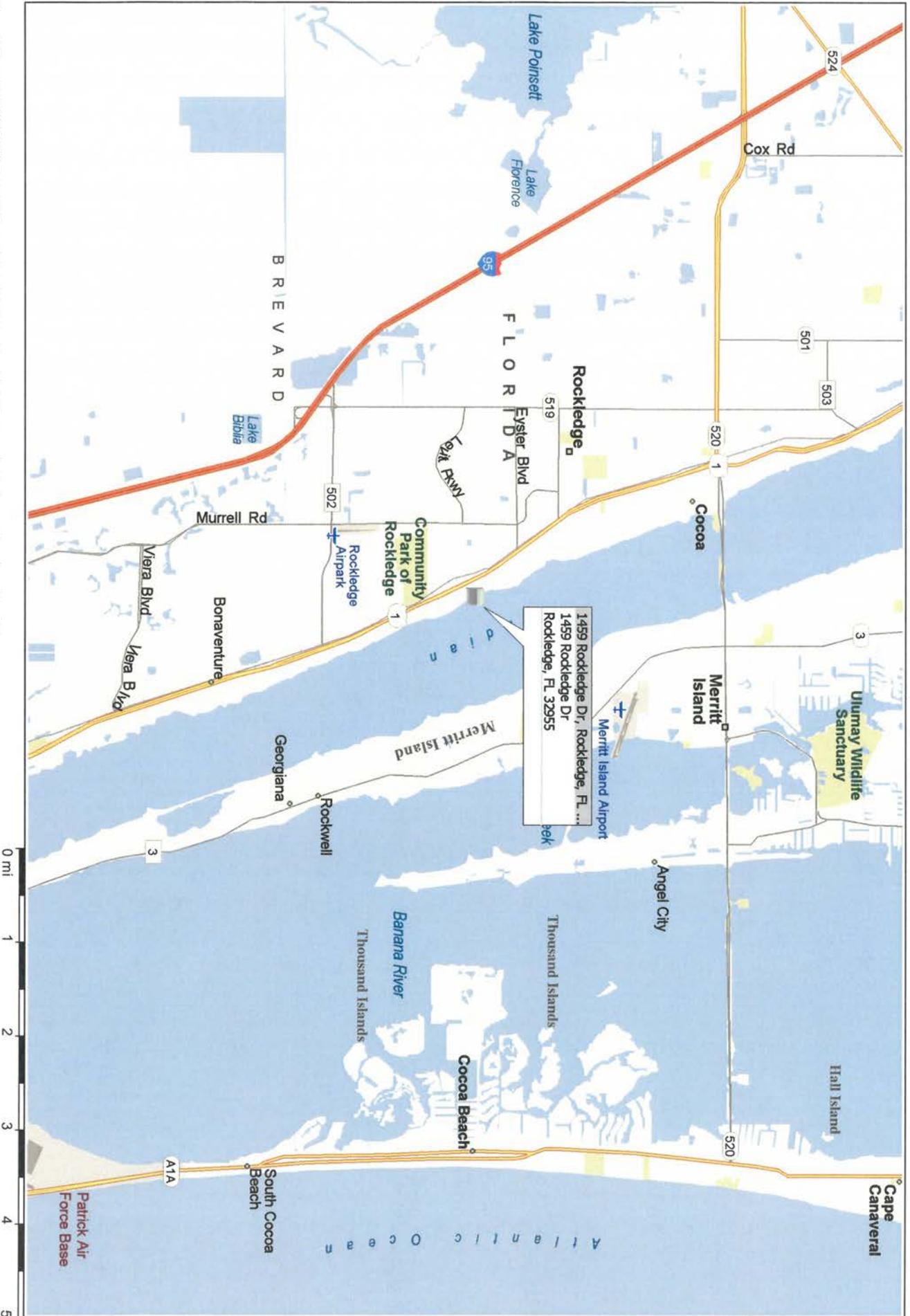
We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

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

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



Florida, United States, North America



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Rockledge, Florida, United States



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SKETCH/AREA TABLE ADDENDUM

SUBJECT	RE# 2507308'
	DATE 8-15-12
	DRAWN/UPDATED BY SXJ



Scale: 1" = 12'

AREA CALCULATIONS SUMMARY					
Code	Description	Factor	Net Size	Perimeter	Net Totals
B1	B1	1.00	1104	140	1104
B2	B2	1.00	972	148	972
OP	Open Porch	1.00	48	32	
	Open Porch	1.00	70	38	118
PT	Patio	1.00	72	36	72
SP	Screen Porch	1.00	288	72	288
OPEN AREA	Open Area	1.00	144	48	
	Open Area	1.00	132	46	276
CRPRT	Carport	1.00	324	78	324
CVPRT	Covered Patio	1.00	147	56	147
OBLD	Out Building	1.00	175	64	175

Comment Table 1	
Comment Table 2	Comment Table 3

Real Property Disclosure Statement
FLORIDA ASSOCIATION OF REALTORS®



NAME: WILLIAM ROTH
 SELLER HAS HAS NOT OCCUPIED THE PROPERTY.
 DATE SELLER PURCHASED PROPERTY? BUILT IN EARLY 1960'S
 IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
 DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES YEAR _____
 GENERAL INFORMATION ABOUT PROPERTY:
 PROPERTY ADDRESS: 1459 ROCKLEDGE DRIVE ROCKLEDGE, FL 32955
 LEGAL DESCRIPTION: _____

NOTICE TO BUYER AND SELLER:
 In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.
The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES If yes, explain: _____
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

- Are You Aware:
- a. of any deed or homeowner restrictions? NO YES
 - b. of any proposed changes to any of the restrictions? NO YES
 - c. of any resale restrictions? NO YES
 - d. of any restrictions on leasing the property? NO YES
 - e. If any answer to questions 2a-2e is yes, please explain: _____
 - f. Are access roads private public If private, describe the terms and conditions of the maintenance agreement: _____
 - g. If there is a homeowner association, is membership mandatory? NO YES and are fees charged by the homeowner association? NO YES If yes, explain: N/A

3. PROPERTY-RELATED ITEMS

- Are You Aware:
- a. if you have ever had the property surveyed? NO YES Date: early 60's
 - b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____
 - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES
 - d. of any portion of the property that is fenced? NO YES
 - If any answer to questions 3a-3d is yes, please explain: Fences shared

4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
 - i. of any sinkhole insurance claim that has been made on subject property? NO YES
 - ii. if claim made, was claim paid? NO YES
 - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO YES
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO YES
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO YES

If any answer to questions 4a-4c is yes, please explain: SEAWALL BETWEEN SOUTH PROPERTY
RECENTLY COLLAPSED, FIXED BY CITY/COUNTY AROUND 2015.

5. ENVIRONMENT:

Was the property built before 1978? NO YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, Chinese/defective drywall, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO YES If yes, explain: _____

iii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____

b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES

If any answer to questions 5a-5c is yes, please explain: _____

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES If yes, identify the zoning classification, residential
- b. of any zoning violations or nonconforming uses? NO YES
- c. if the property is zoned for its current use? NO YES
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO YES
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO YES

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES

If any answer to questions 6a-6f is yes, please explain: _____

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO YES
- b. does the property require flood insurance? NO YES
- c. whether any improvements including additions, are located below the base flood elevation? NO YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO YES
- e. If any portion of the property is seaward of the coastal construction control line? NO YES

If any answer to questions 7a-7e is yes, please explain: _____

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO YES If yes, explain: _____

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organisms? NO YES Date of inspection _____ If so, what was the outcome of the inspection? NO TERMITE
END OF ESTATE SALE

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment _____, Company name: _____

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES
- b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES
- c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES
- d. of any active permits on the property which have not been closed by a final inspection? NO YES

If any answer to questions 9a-9d is yes, please explain: _____

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO YES
- b. if the roof has leaked since you owned the property? NO YES
- c. if anything was done to correct the leaks? NO YES
- d. if the roof has been replaced? NO YES If yes, when: _____
- e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES
- f. if the roof been inspected within the last twelve months? NO YES

If any answer to questions 10a-10f is yes, please explain: _____

11. PLUMBING-RELATED ITEMS:

a. What is your drinking water source? Public Private Well Other Source . If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? _____

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased
What is the balance owed on the system? \$ _____

c. Do you have a sewer or septic system ? If septic system describe the location of each system: FRONT YARD

d. Are you aware of any septic tanks or wells on the property which are not currently being used? NO YES If yes, explain: _____

e. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____

f. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO YES If yes, explain: _____

12. POOLS/HOT TUBS/SPAS:

a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES

b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES

c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover
Required door and window exit alarms Required door locks none

d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator
Freezer Washer Dryer

Are any of these appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased ; is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO YES If yes, explain: _____

14. ELECTRICAL SYSTEM:

Are You Aware:

a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES

b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES
If answers to questions 14a or 14b is yes, please explain: _____

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:

Central Window/Wall Number of units 1

Heating:

Electric Fuel Oil Gas Other

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO YES If yes, explain: _____

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee : _____
Smoke Detectors: NO YES Number of smoke detectors? _____
Lawn Sprinkler System: NO YES Sprinkler water source: _____ If well is source, is there an iron filter? NO YES Is there a timer? NO YES Is the timer automatic? NO YES
Garage door openers? NO YES Number of transmitters? _____ Humidistat? NO YES Humidifier? NO YES Electric air filters? NO YES Vent fans? NO YES
Paddle fans? NO YES Number of paddle fans? 3

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES
If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

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

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

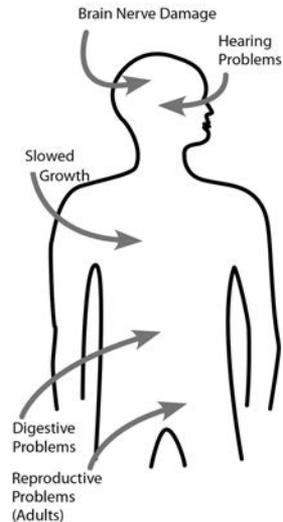
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

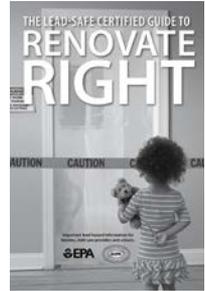
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Florida Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Services
WOOD-DESTROYING ORGANISMS INSPECTION REPORT
 Section 482.226, Florida Statutes and Chapter 5E-14. 142, F. A. C.

SECTION 1 - GENERAL INFORMATION

Inspection Company: _____
Massey Services - Cocoa Business License Number: JB1945
 (Inspection Company Name)
1760 S Huntington Ln Phone Number: 321-631-1472
 (Company Address)
Rockledge, FL 32955-3140 Date of Inspection: 12/17/2015
 (Company City, State and Zip Code)
 Inspector's Name and Identification Card Number: Eric Bogucki JE 207673
 (Print Name) (ID Card No.)
 Address of Property Inspected: 1459 Rockledge Dr Rockledge, FL 32955-
 Structure(s) on Property Inspected: Single family home and Detatched garage
 Inspection and Report requested by: Michael Roth
 (Name and Contact Information)
 Report Sent to Requestor and to: janwj@cfl.rr.com
 (Name and Contact Information If different from above)

SECTION 2 - INSPECTION FINDINGS - CONSUMERS SHOULD READ THIS SECTION CAREFULLY

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD DESTROYING ORGANISMS (WDOs) OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

This report does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall-coverings, floor coverings, furniture, equipment, stored articles, insulation or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects of indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood-destroying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.

A wood-destroying organism (WDO) means an arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, and wood-decaying fungi.

NOTE: This is NOT a structural damage report. It should be understood that there may be damage, including possible hidden damage present. FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.

Based on a visual inspection of accessible areas, the following findings were observed:
 (See Page 2, Section 3 to determine which areas of the inspected structure(s) may have been inaccessible.)

A. NO visible signs of WDO(s) (live, evidence or damage) observed.

B. VISIBLE evidence of WDO(s) was observed as follows:

1. LIVE WDO(s): _____
 (Common Name of Organism and Location - use additional page, if needed)

2. EVIDENCE of WDO(s) (dead wood-destroying insects or insect parts, frass, shelter tubes, exit holes, or other evidence):
Drywood and Subterranean Termites - Drywood pellets and damage to door going into crawl space under back porch. Drywood damage and Subterranean
 (Common Name, Description and Location - Describe evidence - use additional page, if needed)
termite damage to garage structure and wood setting inside garage. Also found Drywood pellets on rafter tail on NW corner of garage.

3. DAMAGE caused by WDO(s) was observed and noted as follows:
Drywood and Subterranean Termites - Drywood pellets and damage to door going into crawl space under back porch. Drywood damage and Subterranean
 (Common Name, Description and Location of all visible damage - Describe damage - use additional page, if needed)
termite damage to garage structure and wood setting inside garage. Drywood damage to rafter tail on NW corner of garage.

SECTION 3 - OBSTRUCTIONS AND INACCESSIBLE AREAS: The following areas of the structure(s) inspected were obstructed or inaccessible. NO INFORMATION on the status of wood-destroying organisms or damage from wood-destroying organisms in these areas is provided in this report.

In addition to those areas described in consumer information on Page 1, Section 2; the following specific areas were not visible and/or accessible for inspection. The descriptions and reasons for inaccessibility are stated below:

- Attic **SPECIFIC AREAS:** All attic
REASON: Could not access attic through access hole because hole is to small.

- Interior **SPECIFIC AREAS:** _____
REASON: _____

- Exterior **SPECIFIC AREAS:** home and Garage. Most of second floor was not inspected do to height.
REASON: Only inspected up to 10' around home and garage

- Crawlspace **SPECIFIC AREAS:** Crawl space under back porch
REASON: Only 75% of crawl space was inspected, air-duct and other objects in the way for full inspection

- Other **SPECIFIC AREAS:** _____
REASON: _____

SECTION 4 - NOTICE OF INSPECTION AND TREATMENT INFORMATION

EVIDENCE of previous treatment observed: Yes No If Yes, the structure exhibits evidence of previous treatment. List what was observed:

NOTE: The inspecting company can give no assurance with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment history and any warranty or service agreement which may be in place.

A Notice of Inspection has been affixed to the structure at: Electrical panel (State the location)

This Company has treated the structure(s) at the time of inspection Yes No

If Yes: Common name of organism _____ (Common name of organism)

Name of Pesticide Used: _____ Terms and Conditions of Treatment: _____

Method of treatment: Whole structure Spot treatment: _____

Specify Treatment Notice Location: _____

SECTION 5 - COMMENTS AND FINANCIAL DISCLOSURE

COMMENTS:

Neither the company (licensee) nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction or with any party to the transaction other than for inspection purposes.

Signature of Licensee or Agent: _____ Date: 12/28/14

Address of Property Inspected: 1459 Rockledge Dr Rockledge, FL 32955- Inspection Date: 12/17/2015

Old Republic National Title Insurance Company

COMMITMENT Schedule A

Effective Date:
December 7, 2015 @ 08:00 AM

Agent's File Reference:
15-P-0724

Premium
\$ TBD

1. Policy or Policies to be issued: Proposed Amount of Insurance:
OWNER'S: ALTA Owner's Policy (6/17/06). (With Florida Modifications) \$TBD
Proposed Insured: TDB
MORTGAGEE: ALTA Loan Policy (6/17/06). (With Florida Modifications) \$
Proposed Insured:
2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Robert C.S. Roth, individually and as Trustee of the Robert C.S. Roth and Mary Joyce G. Roth Revocable Living Trust dated 10/11/2004, and amended on March 18, 2015
4. The land referred to in this Commitment is described as follows:
See attached Exhibit "A".

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent:

Putnam, Creighton & Airth, P.A.
500 S. Florida Avenue
Suite 300
Lakeland, FL 33801

Agent No.: B09288

DRAFT

Agent's Signature
Abel A. Putnam
Attorney at Law

Old Republic National Title Insurance Company

COMMITMENT

Schedule B-I

Agent's File Reference:

15-P-0724

- I. The following are the requirements to be complied with:
1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from Robert C.S. Roth, individually and as Trustee of the Robert C.S. Roth and Mary Joyce G. Roth Revocable Living Trust dated 10/11/2004, and amended on March 18, 2015, to TBD.
 - B. Affidavit of Robert C.S. Roth sufficiently establishing that he is the Trustee of the Robert C.S. Roth and Mary Joyce G. Roth Revocable Living Trust dated 10/11/2004, and amended on March 18, 2015 and the Trust has not been revoked and is still in full force and effect.
 - C. Recording of certified copy of death certificate of Joyce G. Roth a/k/a Mary Joyce G. Roth.
 3. NOTE: 2015 Property Taxes have been paid in the amount of \$4,723.74 on 11/14/2015 for Tax Account #2507308.

Old Republic National Title Insurance Company

COMMITMENT **Schedule B-II**

Agent's File Reference:
15-P-0724

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
 2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
 3. Rights or claims of parties in possession.
 4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
 5. Easements or claims of easements not shown by the Public Records.
 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
 7. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.
 8. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
 9. Riparian and littoral rights are not insured.
 10. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area.
 11. This policy does not insure any portion of the insured parcel lying waterward of the ordinary high water mark of Indian River.
 12. Subject property lies within a Water Management District and may be subject to assessments, if any, and any rules and regulations which said District may be allowed to establish.

Exhibit A

Being a part of Government Lot 4 in Section 10, and Government Lot 1, in Section 15, Township 25 South, Range 36 East, in the City of Rockledge, Brevard County, Florida, described as follows:

Begin at a point at the waters edge on the West shore of the Indian River 72.60 feet South by right angle measurement, of the North line of Government Lot 1, in Section 15, Township 25 South, Range 36 East, and for a first course, go West, parallel to the North line of said Government Lot 1 in Section 15, and on the North line of the lands of John F. Kaenel and Louise E. Kaenel, a distance of 281.58 feet, more or less, to the Northwest corner of said lands of John F. Kaenel and Louise E. Kaenel; thence, for a second course, run a line North 13°18'30" West, a distance of 148 feet to an iron pipe set at the Northwest corner o the land conveyed hereby; thence, for a third course, run a line East and parallel to the North of said Government Lot 1, in Section 15, a distance of 280.4 feet, more or less, to and into the waters of the Indian River; thence, for a fourth course, run the waters of the Indian River South 16°13'10" East, 150 feet to the Point of Beginning, together with all riparian, littoral, and shore rights thereto belonging or in any wise pertaining.

Parcel Identification Number: 2507308

LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

2015 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2507308		23E0

Pay your taxes online at www.brevardtc.com

ROTH, ROBERT C S
 ROTH, JOYCE G H/W LIFE ESTATE
 1459 ROCKLEDGE DR
 ROCKLEDGE, FL 32955

25 361000 762
 1459 ROCKLEDGE DR
 ROCKLEDGE
 PART OF LOT 4 SEC 10 & PT OF LOT
 1 SEC 15 AS DES IN DB 418
 See Additional Legal on Tax Roll

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED	
COUNTY GENERAL FUND	4.5497	283,540	50,000	233,540	1,062.54	
BREVARD LIBRARY DISTRICT	0.5555	283,540	50,000	233,540	129.73	
BREVARD MOSQUITO CONTROL	0.1995	283,540	50,000	233,540	46.59	
RECREATION DISTRICT 4 - MAINT	0.6281	283,540	50,000	233,540	146.69	
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00	
SCHOOL - BY STATE LAW	5.0270	283,540	25,000	258,540	1,299.68	
SCHOOL - BY LOCAL BOARD	0.7480	283,540	25,000	258,540	193.39	
SCHOOL - CAPITAL OUTLAY	1.5000	283,540	25,000	258,540	387.81	
CITY OF ROCKLEDGE	6.3400	283,540	50,000	233,540	1,480.64	
ST JOHNS RIVER WATER MGMT DST	0.3023	283,540	50,000	233,540	70.60	
FLA INLAND NAVIGATION DIST	0.0320	283,540	50,000	233,540	7.47	
ENV END LD/WTR LTD 05-24	0.0543	283,540	50,000	233,540	12.68	
ENV END LD/WTR LTD(DBTP) 05-24	0.1102	283,540	50,000	233,540	25.74	
TOTAL MILLAGE		20.0466	AD VALOREM TAXES		\$4,863.56	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
PAY ONLY ONE AMOUNT IN BOXES BELOW		NON-AD VALOREM ASSESSMENTS \$57.00
If Paid By	Nov 30, 2015	
Please Pay	\$4,723.74	

LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

2015 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2507308		23E0

Pay your taxes online at www.brevardtc.comRETURN
WITH
PAYMENT

ROTH, ROBERT C S
 ROTH, JOYCE G H/W LIFE ESTATE
 1459 ROCKLEDGE DR
 ROCKLEDGE, FL 32955

25 361000 762
 1459 ROCKLEDGE DR
 ROCKLEDGE
 PART OF LOT 4 SEC 10 & PT OF LOT
 1 SEC 15 AS DES IN DB 418
 See Additional Legal on Tax Roll

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2015				
Please Pay	\$4,723.74				

Paid 11/14/2015 Effective Date 11/13/2015 Receipt # 002-16-00009299

\$4,723.74 Paid By

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property Details

Major System Change Will Temporarily Interrupt Website Data Updates [Read More]

General Parcel Information

Parcel ID:	25-36-10-00-00762.0-0000.00	Millage Code:	23E0	Exemption:	1	Use Code:	110
Site Address:	1459 ROCKLEDGE DR , ROCKLEDGE 32955					Tax ID:	2507308

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	ROTH, ROBERT C S
Second Name:	ROTH, JOYCE G H/W LIFE ESTATE
Mailing Address:	1459 ROCKLEDGE DR
City, State, Zipcode:	ROCKLEDGE, FL 32955

Abbreviated Description

Sub Name:	PART OF LOT 4 SEC 10 & PT OF LOT 1 SEC 15 AS DES IN DB 418 PG 437
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Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$361,860	\$440,820	\$444,510
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$277,140	\$281,290	\$283,540
Assessed Value School:	\$277,140	\$281,290	\$283,540
Homestead Exemption: ²	\$25,000	\$25,000	\$25,000
Additional Homestead: ²	\$25,000	\$25,000	\$25,000
Other Exemptions: ²	\$0	\$0	\$0
Taxable Value Non-School: ³	\$227,140	\$231,290	\$233,540
Taxable Value School: ³	\$252,140	\$256,290	\$258,540

Land Information

Acres:	0.84
Site Code:	114

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
5371/8818	10/11/2004	\$100	QC				I
0071/0277	12/30/1957	\$0	WD				V

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code
1	110	1961	8	03, 04	05, 09	03	02	04	03	03

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Garage	Total Base Area
1	2,076	0	118	0	288	0	0	0	0	0	0	0	2,076

Extra Feature Information

Extra Feature Description	Units
COVERED PATIO	147
CARPORT	324
OUTBUILDING	175
PATIO	72

Data Last Updated: Friday, November 20, 2015- Printed On: Monday, December 14, 2015.

Prepared by and Return to:
John Minot, Attorney
319 River Edge Blvd., #214
Cocoa, Florida 32922



CFN:2004325185 10-14-2004 12:16 pm
OR Book/Page: 5371 / 8818

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 5	
Trust: 1.50	Rec: 18.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

CONVEYANCE DEED

GRANTOR: ROBERT C. S. ROTH and JOYCE G. ROTH, husband and wife

GRANTEE: ROBERT C. S. ROTH and MARY JOYCE G. ROTH, TRUSTEES OF THE ROBERT C. S. ROTH and MARY JOYCE G. ROTH REVOCABLE LIVING TRUST DATED OCTOBER 11, 2004

GRANTEE'S MAILING ADDRESS: 1459 Rockledge Drive
Rockledge, Florida 32955

DATE: October 11, 2004

LEGAL DESCRIPTION OF PROPERTY LOCATED IN BREVARD COUNTY, FLORIDA:

Being part of Government Lot 4, in Section 10, and Government Lot 1, in Section 15, Township 25 South, Range 36 East, in the City of Rockledge, Brevard County, Florida, described as follows:

Begin at a point at the waters edge on the West shore of the Indian River 72.60 feet South by right angle measurement, of the North line of Government Lot 1, in Section 15, Township 25n South, Range 36 East, and for a first course, go West, parallel to the North line of the lands of John F. Kaenel and Louise E. Kaenel, a distance of 281.58 feet, more or less, to the Northwest corner of said lands of John F. Kaenel and Louise E. Kaenel; thence, for a second course, run a line North 13° 18' 30" West, a distance of 148 feet to an iron pipe set at the Northwest corner of the land conveyed hereby; thence, for a third course, run a line East and parallel to the North of said government lot 1, in Section 15, a distance of 280.4 feet, more or less, to and into the waters of the Indian River; thence, for a fourth course, run the waters of the Indian River South 16° 13' 10" East 150 feet to the point of beginning, together with all riparian, littoral, and shore rights thereto belonging or in any wise pertaining.

**This deed prepared without
benefit of title examination.**

Hereinafter called the "property".

By this instrument, each of the Grantors, ROBERT C. S. ROTH and MARY JOYCE G. ROTH, retain unto themselves a life estate in said property described above to terminate as to each of them upon the earlier of his or her death or upon the adjudication of his or her incapacity by a court of competent jurisdiction.

The Grantor has granted, bargained and sold to the grantee and the Grantee's successors and assigns forever the property described above; **RESERVING, HOWEVER, UNTO THE GRANTOR AN ESTATE FOR THE LIFE OF THE GRANTOR IN AND TO THE PROPERTY DESCRIBED ABOVE.**

To have and to hold the property in fee simple for the purposes set forth in this deed and in the Trust Agreement referred to hereinabove.

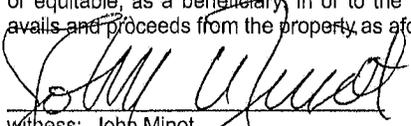
Full power and authority is granted by this deed and by said Trust Agreement referred to hereinabove to the Grantee, as Trustee, or their successor Trustees, to deal in or with the property or any interest therein or any part thereof, either to protect, conserve and to sell or to lease, or to encumber or otherwise manage and dispose of the property or any part of it.

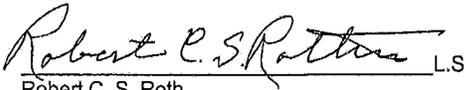
*RCSR
right*



In no case shall any party dealing with the Grantee, as Trustee, or their successor Trustees, in relation to the property or to whom the property or any part of it shall be conveyed, contracted to be sold, leased, mortgaged or discharged or released from a mortgage by the Grantee, as Trustee, or their successor Trustees, (1) be obliged to see to the application of any purchase money, rent or money borrowed or advanced or received on the property, or (2) be obligated to see that the terms of said ROBERT C. S. ROTH and MARY JOYCE G. ROTH established by said Trust Agreement dated October 11, 2004, have been complied with, or (3) be obliged to inquire into the necessity or expediency of any act of the Grantee, as Trustee, or their successor Trustees or (4) be obliged or privileged to inquire into any of the terms of said Trust Agreement dated October 11, 2004, or the identification or status of any named or unnamed beneficiary, or their heirs or assigns to whom the Grantee, as Trustee, or their successor Trustees, may be accountable. Every deed of conveyance, trust deed, mortgage, assignment of mortgage, satisfaction of mortgage, partial release of mortgage, lease or other instrument executed by the Grantee, as Trustee, or by their successor Trustees, in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such deed of conveyance, trust deed, mortgage, assignment of mortgage, satisfaction of mortgage, partial release of mortgage, lease or other instrument (a) that at the time of its delivery the trust created by this deed and by the Trust Agreement dated October 11, 2004, was in full force and effect, (b) that the deed of conveyance, or such other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and the Trust Agreement dated, October 11, 2004, referred to hereinabove, and is binding upon all beneficiaries under those instruments, and (c) that the Grantee, as Trustee, or their successor Trustees, were duly authorized and empowered to execute and deliver every such deed of conveyance, trust deed, mortgage, assignment of mortgage, satisfaction of mortgage, partial release or mortgage, lease or other instrument.

The interest of each beneficiary under this deed and of the ROBERT C. S. ROTH and MARY JOYCE G. ROTH REVOCABLE LIVING TRUST established by said Trust Agreement dated October 11, 2004, and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the property or the sale or other disposition of the property and such interest is declared to be personal property. No beneficiary under this deed and the ROBERT C. S. ROTH and MARY JOYCE G. ROTH REVOCABLE LIVING TRUST established by said Trust Agreement dated October 11, 2004, shall have any title or interest, legal or equitable, as a beneficiary in or to the property as such but only an interest in the earnings, avails and proceeds from the property, as aforesaid.


witness: John Minot

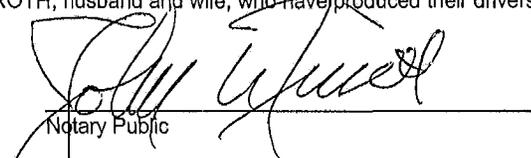
 L.S.
Robert C. S. Roth


witness: Susan Billias

 L.S.
Joyce G. Roth

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 11th day of October, 2004, by ROBERT C. S. ROTH and JOYCE G. ROTH, husband and wife, who have produced their drivers licenses as identification.


Notary Public



John Minot
MY COMMISSION # DD281474 EXPIRES
February 6, 2008
BONDED THRU TROY FAIR INSURANCE, INC.



Contract For Sale and Purchase

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

Brevard, Florida, January 23 2016
COUNTY STATE MONTH/DATE YEAR

Buyer: Address: City: State: Zip: Phone: (H) (B)	Seller: Address: City: State: Zip: Phone: (H) (B)
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Buyer hereby offers to purchase the following described property based upon the following terms:

See Attached Exhibit "A"

AKA 1459 Rockledge Drive, Rockledge, FL

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:	\$ _____	
Putnam, Creighton & Airth, P.A. 500 S Florida Avenue Suite 300 Lakeland FL 33801 863-682-1178		
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 Putnam, Creighton & Airth, P.A., 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: February 23, 2016. 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 Tuesday January 26, 2016 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 _____, 2016.

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 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.

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 IS NOT contingent upon the Buyer obtaining financing.