

Property Information Packet

LAND AUCTION

4:00 PM, Saturday, June 27th

ON-SITE, Wire Road & Theel Ave., Zephyrhills, FL 33540

8.9± Acre Development Tract



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

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

Auction

4:00 pm, Saturday, June 27th
8.9+/- Ac Land
Zephyrhills, FL

LOCATION Wire Road and Theel Ave

DESCRIPTION 8.9+/- Acres in Section 26

PARCEL ID# 26-25-21-0010-02100-0010
Pasco County, FL

TAXES- 2014 -\$2,133.38

**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.

ZONING AR/ Land use, Res-3

TERMS 10% Deposit due day of sale. Balance due at closing on or before 30 days.
10% buyer's premium.

PREVIEW June 27, 2-4pm, or drive by at your convenience.

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,

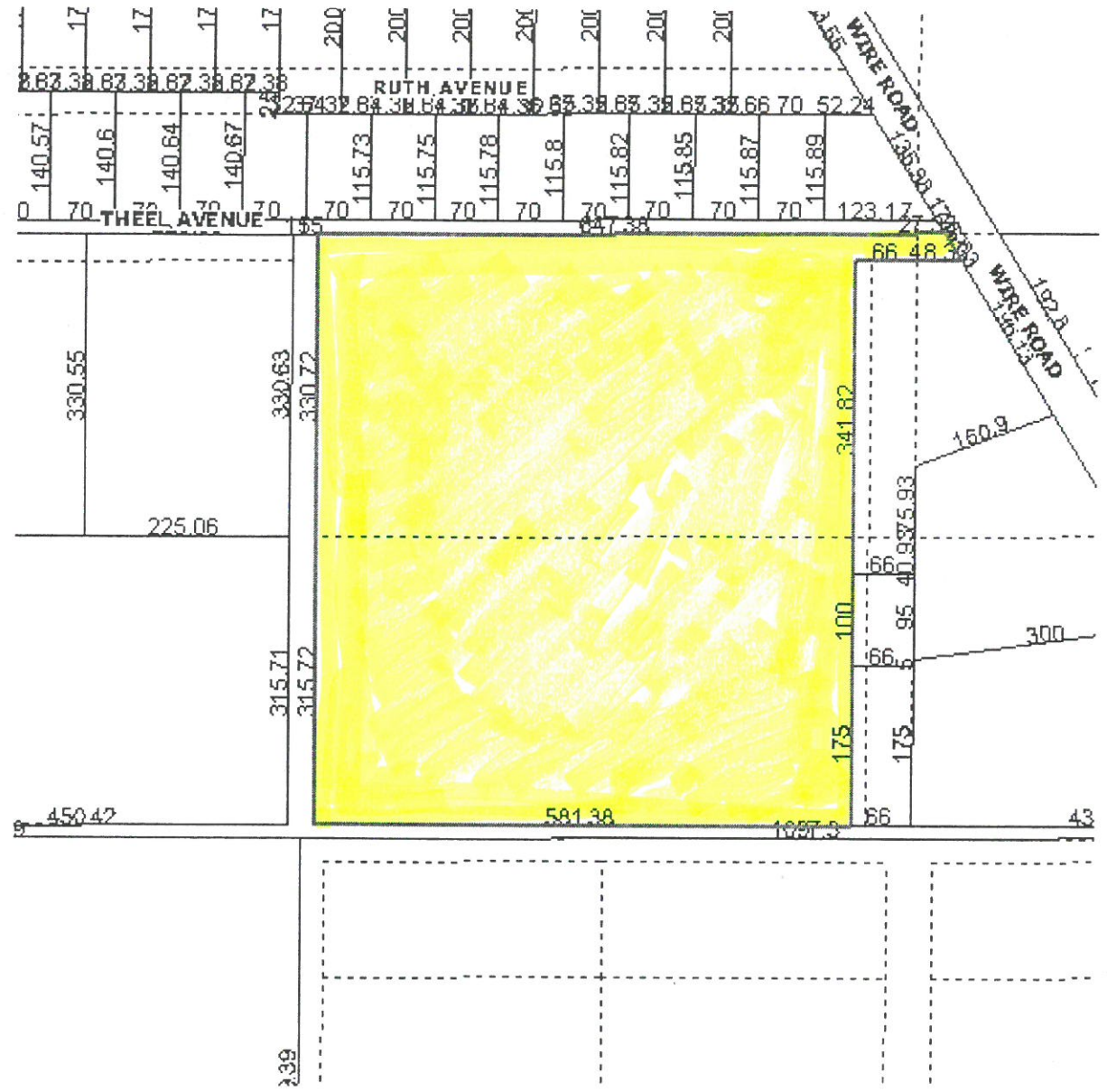
You're only going to pay one bid more than someone else was willing to pay!



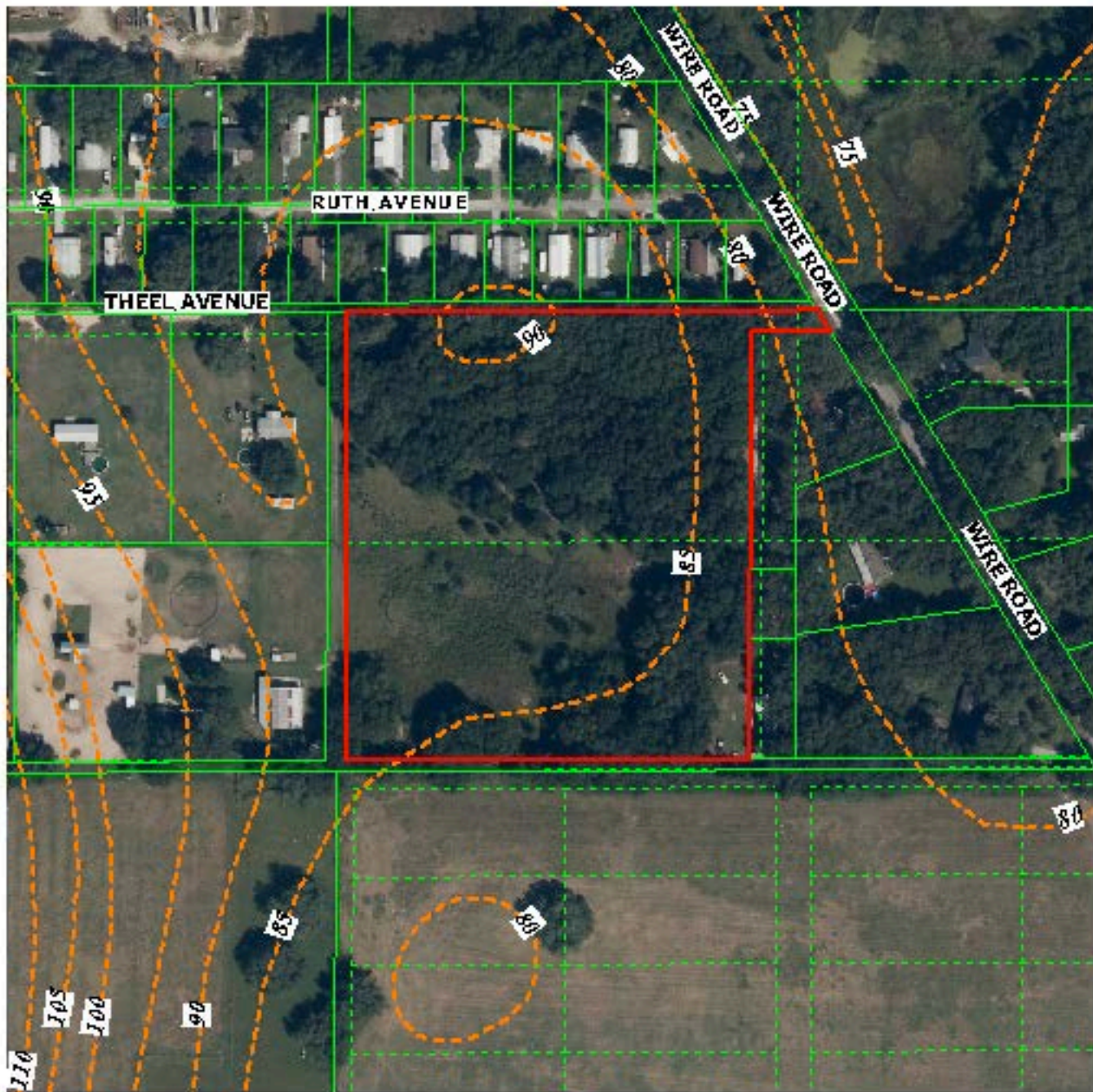
1a

Section 26, Township 25, Range 21, 2.4 miles W of Richland

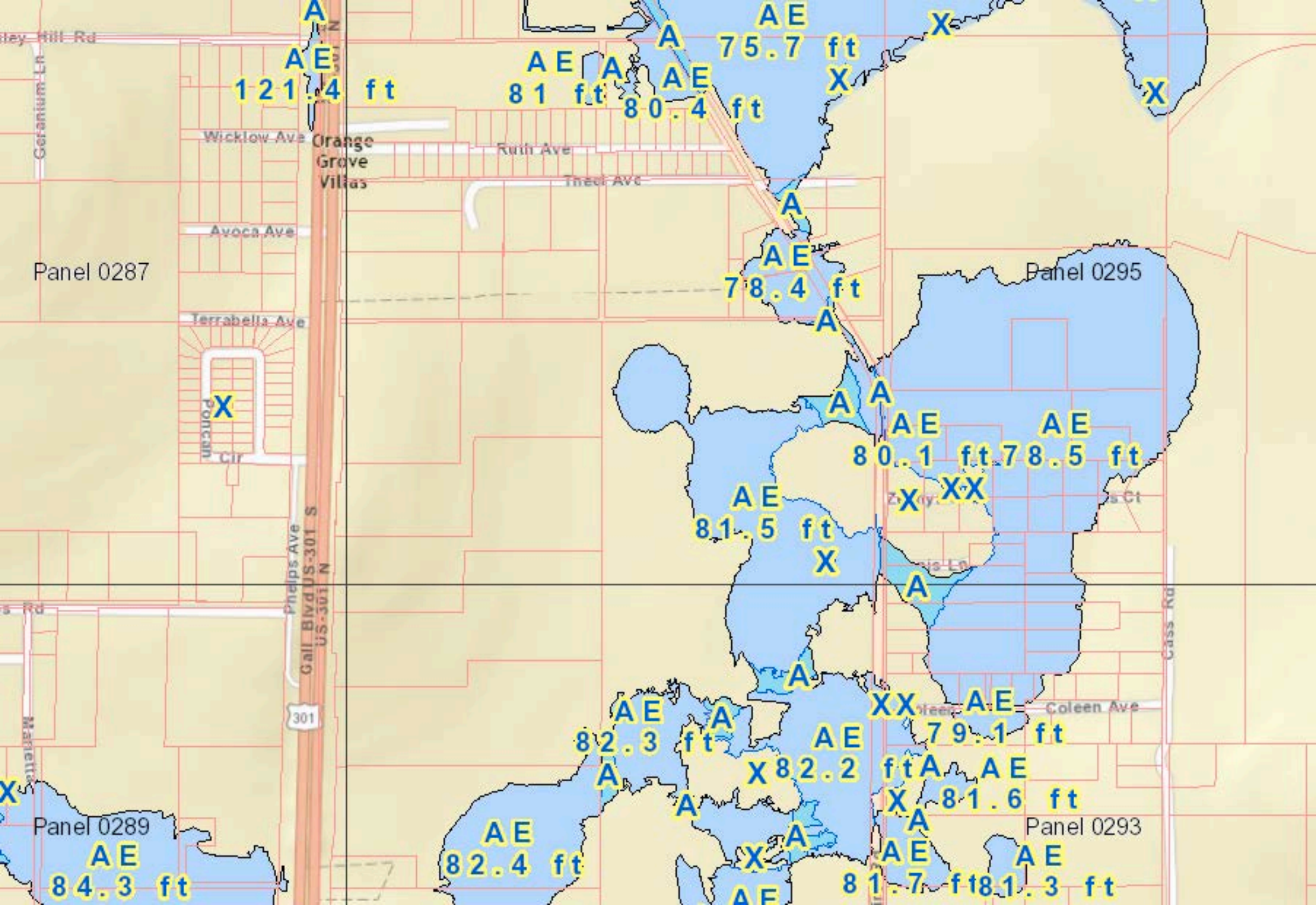
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1,178 Feet

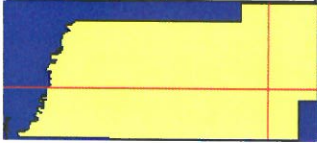


1 570 Feet



Mike Wells

Pasco County Property Appraiser



When I click on the map:

- Quick Info
- Full Info*

Zoom to Parcel

Choose Layers:

Parcel Lines (Green)

Parcel Labels OFF

-- Street Names (Automatic)

2013 1 ft - Color

Soil Types

-- Select Grouping

Draw

Help

Print

Image Size / Quality:



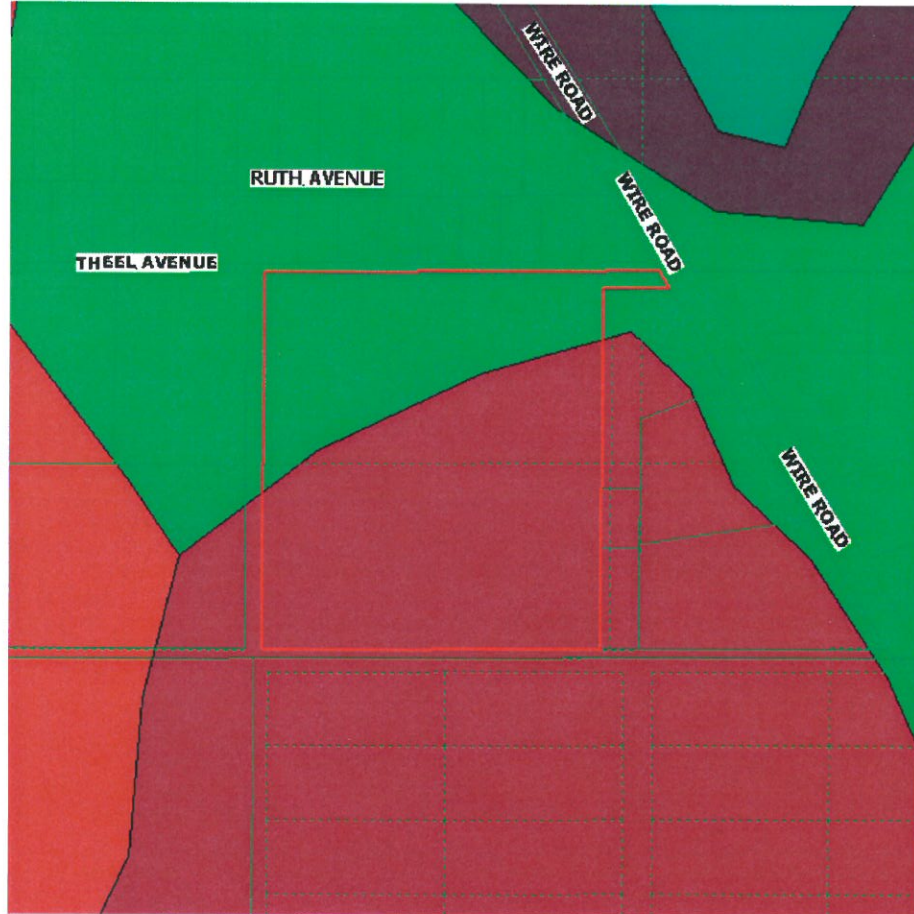
(Quality applies if imagery is selected)

Highest (Slowest / BMP)

Links of Interest:

Recent Sales in this area
 Search for property in Pasco
 Map Search

MapID# 22858391/4225



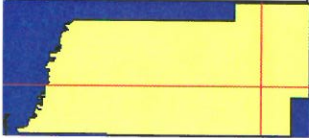
Legend

Soil Types

- Arredondo fine sand: 0 to 5 percent slopes (#043)
- Sparr fine sand: 0 to 5 percent slopes (#007)
- Tavares sand: 0 to 5 percent slopes (#006)
- Basinger fine sand (#022)
- Sellers mucky loamy fine sand (#008)

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When I click on the map:

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Full Info*

Zoom to Parcel

Choose Layers:

Parcel Lines (Green)

Parcel Labels OFF

-- Street Names (Automatic)

2013 1 ft - Color

BOCC Zoning

-- Select Grouping

[Draw](#) [Help](#) [Print](#)

Image Size / Quality:



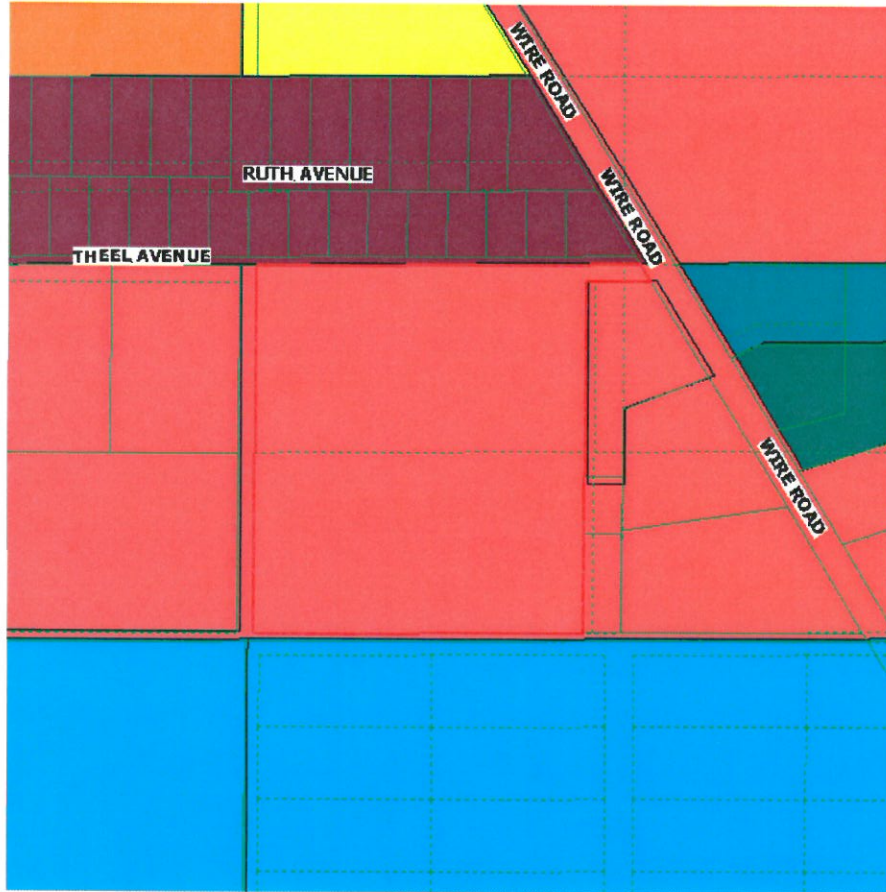
(Quality applies if imagery is selected)

Highest (Slowest / BMP)

Links of Interest:

Recent Sales in this area
Search for property in Pasco
Map Search

MapID# 22858405/4422



Legend

Pasco County Zoning

[More information](#)

AR - Agriculture-Residential

C2 - General Commerical

R1 - Rural Density Residential

RMH - Mobile Home

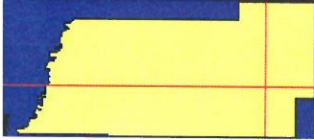
R1MH- Single Family and Mobile Home

ZH - Zephyrhills Zoning

I2 - General Industrial

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When I click on the map:

Quick Info

Full Info*

Zoom to Parcel

Choose Layers:

Parcel Lines (Green)

Parcel Labels OFF

-- Street Names (Automatic)

2013 1 ft - Color

BOCC Future Land Use 2025

-- Select Grouping

Draw Help Print

Image Size / Quality:



(Quality applies if imagery is selected)

Highest (Slowest / BMP)

Links of Interest:

Recent Sales in this area
Search for property in Pasco
Map Search

MapID# 22858398/4425



Legend

Future Land Use 2025
[More information](#)

 **RES-3 Residential (3du/ga)**

* du / ga = dwelling units per gross acre

CHAPTER 500. ZONING STANDARDS

SECTION 505. A-R AGRICULTURAL-RESIDENTIAL DISTRICT

505.1. Purpose

The purpose of the A-R Agricultural-Residential District is to allow the development of relatively large tracts of land to accommodate those individuals who desire a rural or estate-type living environment; to curtail urban development in areas which lack facilities, until such time as those facilities are available; and to promote conservation of rural environments through limiting the intensity of development.

505.2. Permitted Uses

A. Principal Uses

1. Commercial farming and agricultural activities, such as citrus groves (as well as other fruits); forestry; plant nurseries; truck farms; fish pools; animal feedlots; hatching and raising of poultry; production of eggs; raising of livestock (hogs, horses, cattle, sheep, etc.), shall require a minimum of five (5) acres. Sheds, stables, barns, and other structures devoted to the on-site agricultural uses shall be required to maintain a 100-foot separation between dwellings existing on adjacent parcels of land at the time the commercial agricultural activity commenced. However, the required separation shall not be less than fifty (50) feet from any property line.
2. General farming pursuits of such extent as to supply the occupant's personal needs.
3. Dwellings. Single-family detached dwellings on individual lots and single-family mobile homes on individual lots, where they are securely anchored as required by the County Building Code.
4. Noncommercial boat slips and piers or private docking facilities with the approval of the various State and/or Federal agencies where mandatory.
5. Maintaining livestock for the occupant's use or need only, not to exceed three (3) grazing animals per acre minimum.
6. Swine shall be considered, for the purpose of this section, as grazing animals. The number of swine shall not exceed one (1) per acre, exclusive of area required for other uses.
7. Maintaining small animals and fowl for the occupant's use or need only, not to exceed a ratio of twenty (20) per acre.

8. Public and semipublic buildings and facilities to include the following: County, State, or Federal structures and uses; churches; civic organizations; and schools.
9. Temporary roadside stands used on a seasonal basis for the sale of fruits, vegetables, and other agriculturally related products shall require a minimum lot area of two (2) acres.

B. Accessory Uses

1. Private garages and parking areas.
2. Private swimming pools and cabanas in accordance with this Code.
3. Signs in accordance with this Code.
4. Other accessory uses customarily incidental to an allowed principal use.

505.3. Conditional Uses

- A. Residential treatment and care facilities.
- B. Gun clubs and indoor or outdoor firing and archery ranges, subject to a minimum site area of ten (10) acres.
- C. Aircraft and helicopter landing fields, subject to approval by the Federal Aviation Administration and compliance with appropriate State and local laws, provided that no aircraft landing field or helicopter pad be located closer than 1,000 feet from the closest property line of a school that provides a curriculum of elementary or secondary academic instruction, including kindergarten, elementary, middle, or high schools.
- D. Parachute drops.
- E. Amusement parks.
- F. Automobile race tracks.
- G. Medical waste disposal facilities.
- H. Construction and demolition debris dumps, subject to all local, State, and Federal regulations.
- I. Yard trash disposal facilities.
- J. Mining and/or reclamation including, but not limited to, mining or extraction of limestone, clay, sand, natural gas, oil, and organic soils, subject to all local, State, and Federal regulations.

- K. Wastewater treatment plants, except when accessory to a development.
- L. Sludge, septage, and other waste disposal sites.

505.4. **Performance Standards for Conditional and Special Exception Uses**

All activities shall be in conformance with standards established by the County, State, and Federal government.

505.5. **Special Exception Uses**

- A. Bed and breakfast, tourist homes.
- B. Duplexes.
- C. Home occupations.
- D. Day-care centers.
- E. Public and private rights-of-way for utilities.
- F. Public and private substations for utilities.
- G. Public or private parks, playgrounds, and recreation areas.
- H. Golf courses, provided the clubhouse and other structures are located over 150 feet from an abutting lot or parcel.
- I. Storage and repair facilities for essential services.
- J. Animal hospitals or veterinarian clinics and dog kennels.
- K. Travel trailer parks and travel trailer or recreational vehicle subdivisions, subject to the requirements set forth in this Code. Park model trailers located on lots within travel trailer and/or recreational vehicle subdivisions or condominiums may be utilized for permanent occupancy.
- L. Accessory uses customarily incidental to an allowed special exception use.
- M. **Farm Feed and Supplies Establishments**

The following criteria and requirements shall apply to all farm feed and supplies establishments:

1. Feed—livestock, poultry, and pets.
2. Animal health products.
3. Lawn and garden supplies.

4. Fertilizer, insecticides, and pesticides.
5. Leather goods and tack.
6. Fence posts and supplies to be enclosed in an opaque buffer.
7. No equipment, such as lawn mowers, tractors, and accessories, shall be stored or repaired on this site.
8. There shall be a minimum fifty (50) foot setback from all property lines for the building and storage areas.

N. Private Schools

505.6. **Area, Density, and Lot Width Requirements**

A. **Single-Family Detached Dwellings and Mobile Homes**

1. Minimum lot area: One (1) Acre
2. Maximum possible gross density: One (1) Dwelling Unit Per Acre
3. Minimum lot width: 125 Feet
4. Single-family detached dwellings in the A-R Agricultural-Residential District are required to meet all of the standards above, except when such units are developed in a CS-MPUD Conservation Subdivision Master Planned Unit Development in accordance with this Code, Section 522.10, the minimum lot area requirements and lot width requirements shall not apply.

B. **All Other Uses**

No minimum lot areas are required, subject to meeting minimum yard and coverage regulations.

505.7. **Coverage Regulations.**

All buildings, including accessory buildings, shall not cover more than twenty-five (25) percent of the total lot area.

505.8. **Yard Regulations**

The following minimum building line setbacks measured from the right-of-way or edge of ingress/egress easement (where there is no right-of-way) are required in front yard areas. All other yard areas shall be measured from the property line.

A. Front: Fifty (50) Feet

- B. Side: Twenty-five (25) Feet
- C. Rear: Fifty (50) Feet
- D. Single-family detached dwellings in the A-R Agricultural-Residential District are required to meet all of the standards above, except when such units are developed in a CS-MPUD in accordance with this Code, Section 522.10, the minimum lot area requirements and lot width requirements shall not apply.

505.9. **Height Regulations**

Building height. Thirty-five (35) feet maximum; however, no dwelling shall be less than ten (10) feet in height. For exemptions, see this Code, Chapter 500, Supplemental Regulations.

505.10. **On-Site Parking Regulations**

On-site parking shall be provided in accordance with this Code.

505.11. **Development Plan**

A development plan shall be submitted in accordance with this Code.



CONTRACT FOR SALE AND PURCHASE

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

_____, _____ Florida _____, _____ June 27 _____, _____ 2015
 COUNTY STATE MONTH/DATE YEAR

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

North 30 FT of Tract 21, Lying West of Road Right-Of-Way known As old Wire Rd & Tract 22 less the East 66 FT of South 300 FT & Tract 27 Less the East 66 FT Thereof in Sec 26,Twp 25,Rng 21 Subject To An Easement For Ingress & Egress Over & Across The North 30 FT of Tract 21 Lying West of Wire Rd, ZEPHYRHILLS COLONY COMPANY Lands, according to plat thereof recorded in Plat Book 1,Page 55,Public Records of Pasco County, Florida

Property Appraiser's Parcel I.D. No. 26-25-21-0010-02100-0010

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, PA 500 S.FL Ave 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,PA, 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, 20 15.

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

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.