

Donald and Selah Bell

Case Book for a level 4 Waiver

Case Number LDWA-2023-43



INSIN # 2023060266
 BK 12616 Pgs 1011-1012 PG(s)2
 RECORDED 03/14/2023 04:33:02 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 DEED DOC #0.70
 RECORDING FEES \$18.50
 RECORDED BY jeanboyl

Prepared by and return to:
 Brittany Parsons
 Integrity First Title
 2750 Deer Creek Commerce Ln
 Davenport, FL 33837
 Parcel Identification Number: 252722-000000-021090

TRUE & CERTIFIED COPY

File Number: D2303013

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 14th day of March, 2023, between Chris J Brauckmuller a married man as to non-homestead whose post office address is 128 Flamingo Drive, Auburndale, FL 33823, grantor, and Donald Bell a married man whose post office address is 504 Sunset Lane, Auburndale, Florida 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Sumter County, Florida, to-wit:

Begin at the Northeast corner of the Southeast 1/4 of Section 22, Township 27 South, Range 25 East, and run North 89° 52' West along the North boundary of said Southeast 1/4, 535.00 feet; thence South 00° 08' West 407.77 feet; thence North 89° 52' West 886 to the Point of Beginning; thence run North 00° 08' East 204.19 feet; thence North 89° 52' West 99.00 feet; thence South 00° 08' West 204.19 feet; thence South 89° 52' East 99.00 feet to the Point of Beginning, all situated in Polk County, Florida.

SUBJECT TO easements, restrictions and reservations of record and taxes for the current year and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Gwen Barw
Witness Name: Gwen Barw

Brittany Parsons
Witness Name: Brittany Parsons

Chris J Brauckmuller
Chris J Brauckmuller

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence /or/ online notarization, this March 15, 2023, by Chris J Brauckmuller, she () is personally known to me or () has produced FL DC as identification.

Brittany Parsons
NOTARY PUBLIC

Printed Name: Brittany Parsons

My Commission Expires: 8/12/2025



Integrity First Title
D2303011

INSTR # 2023063724
BK 12621 Pgs 0226-0227 PG(s)2
03/20/2023 07:20:31 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 175.00

Prepared by and return to:
Brittany Parsons
Integrity First Title
2750 Deer Creek Commerce Ln
Davenport, FL 33837
Parcel Identification Number: 252722-000000-021080

File Number: D2303011

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 31st day of March, 2023, between Janifer F Ellis a married woman, as to non-homestead whose post office address is 4011 Carey Court, Auburndale, FL 33823, grantor, and Donald Bell a married man whose post office address is 504 Sunset Lane, Auburndale, Florida 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Polk County, Florida, to-wit:

Begin at the NE corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East and run N 89°52' W along the North boundary of said SE 1/4 535.00 feet, thence S 0°08' W 407.77 feet, thence N 89°52' W 787 feet to the Point of Beginning; thence run N 0°08' E 204.19 feet, thence N 89°52' W 99.00 feet, thence S 0°08' W 204.19 feet, thence S 89°52' E 99.00 feet to the Point of Beginning. All situated in Polk County, Florida.

Subject to that certain perpetual non-exclusive easement for Ingress and Egress as described in Road Right-of-Way and Canal Easement Agreement recorded in O.R. Book 1574, Pages 881 and 882, of the Public Records of Polk County, Florida.

PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR'S

SUBJECT TO easements, restrictions and reservations of record and taxes for the current year and thereafter.

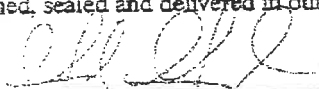
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

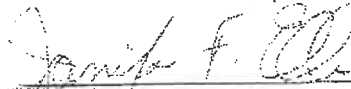
To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

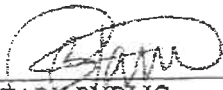

Witness Name: Brittany Parsons


Janifer F. Ellis


Witness Name: Brittany Parsons

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence /or/ online notarization, this March 14, 2023, by Janifer F Ellis, she () is personally known to me or () has produced FDX as identification.


NOTARY PUBLIC

Printed Name: Brittany Parsons
My Commission Expires: 2/12/25



ROAD RIGHT-OF-WAY AND CANAL EASEMENT AGREEMENT

The Grantors, L. K. HOFFMAN and BARBARA L. HOFFMAN, his wife, and THOMAS KAISER and KATHRYN J. KAISER, his wife, hereby grant unto all present and future owners of the real property located in Polk County and described as follows:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 203.58 feet, then run North 89°52' West 196.0 feet to the Point of Beginning; from the Point of Beginning run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 407.77 feet South of the North boundary of said SE 1/4, then run South 89°52' East a distance of 1331.06 feet, more or less, to a point which is 204.17 feet South 0°08' West of the Point of Beginning, then North 0°08' East 204.17 feet to the Point of Beginning.

74 JUN 25 PM 4:13

and their heirs, successors and assigns and their guests and invitees, the following easements:

1. For purposes of ingress and egress to the above described real property, a perpetual non-exclusive road right-of-way over and across the following described real property located in Polk County:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 377.77 feet to the Point of Beginning; from the Point of Beginning, run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 407.77 feet South of the North boundary of said SE 1/4, then run South 89°52' East a distance of 2,063 feet, more or less, to the East boundary of said SE 1/4, then run North along the East boundary of said SE 1/4 a distance of 30 feet, then run North 89°52' West a distance of 535.94 feet, to the Point of Beginning.

2. A perpetual non-exclusive easement for canal purposes over and across the following described real property located in Polk County:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 203.58 feet, then run North 89°52' West a distance of 196.0 feet to the Point of Beginning; from the Point of Beginning, run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 218.58 feet South of the North boundary of said SE 1/4, then

C.M. FEAR
R/LANCASTON + MALSEY
PO. DRAWER J.
1 STANDB FLORIDA 33801

600
RD

This instrument prepared by
CHRISTOPHER M. FEAR
202 E. WALNUT STREET
LAKELAND, FLORIDA

5060

run South 89052' East to a point 15 feet South 0°08' West of the Point of Beginning, then North 0°08' East 15 feet to the Point of Beginning.

This indenture shall never in any manner be construed as creating or imposing any obligation upon the Grantors for the maintenance of the road described in paragraph 1 hereof or the portion of the canal described in paragraph 2 hereof.

IN WITNESS WHEREOF, Grantors have set their hands and seals this 18th day of JANUARY, 1974.

Signed, sealed and delivered in the presence of:

Mary E. Klager
[Signature]

L. K. Hoffman (SEAL)
L. K. HOFFMAN

Barbara L. Hoffman (SEAL)
BARBARA L. HOFFMAN

[Signature] (SEAL)
THOMAS KAISER

[Signature] (SEAL)
KATHRYN J. KAISER

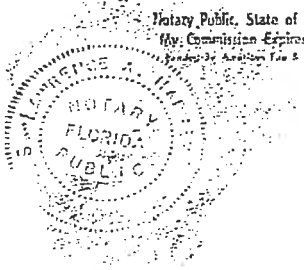
STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 18th day of JANUARY, 1974 by L. K. HOFFMAN and BARBARA L. HOFFMAN, his wife, and THOMAS KAISER and KATHRYN J. KAISER, his wife.

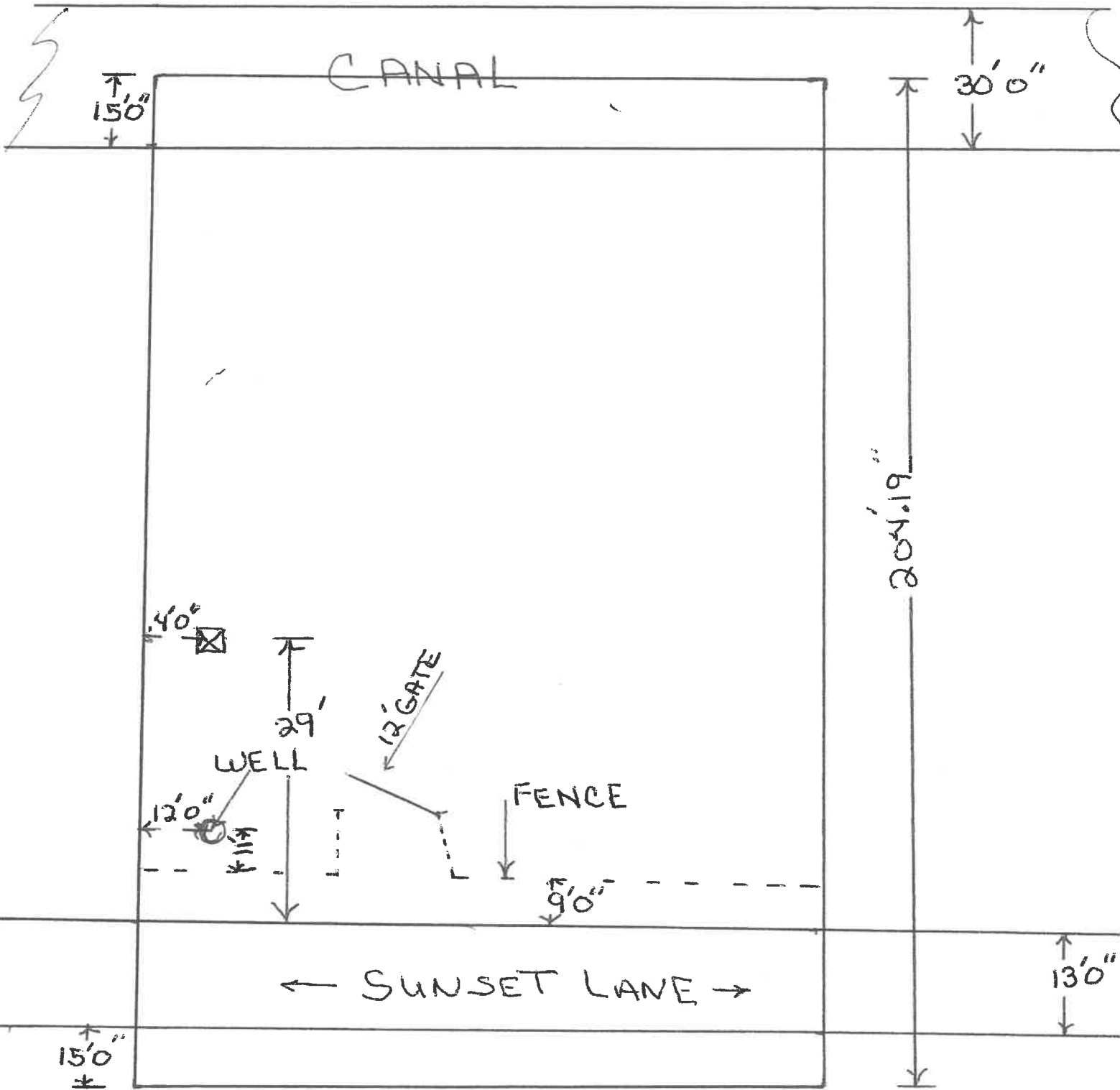
Lawrence G. Shroy
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 6, 1976
I am a member of the American Notary Association



198'0"



514 SUNSET LANE
 LDWA-2023-43

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1. Photos of 514 Sunset Lane, Auburndale.
2. Photos of well, electric/meter pole and septic info.
3. Planning Department sign-in sheets.
4. Purchase contracts for 514 and 0 Sunset Ln.
5. Warranty Deeds for 514 and 0 Sunset Lane.
6. Documents combining 514 and 0 Sunset Lane.
7. Recorded right of way easement 01-1974.
8. FEMA flood map for Sunset Lane.
9. Document from Planning Department stating that 514 was buildable/not buildable.
10. Sign-in sheet from the planning department.
11. Photos of all the homes on Sunset Lane, Auburndale.

Section 1

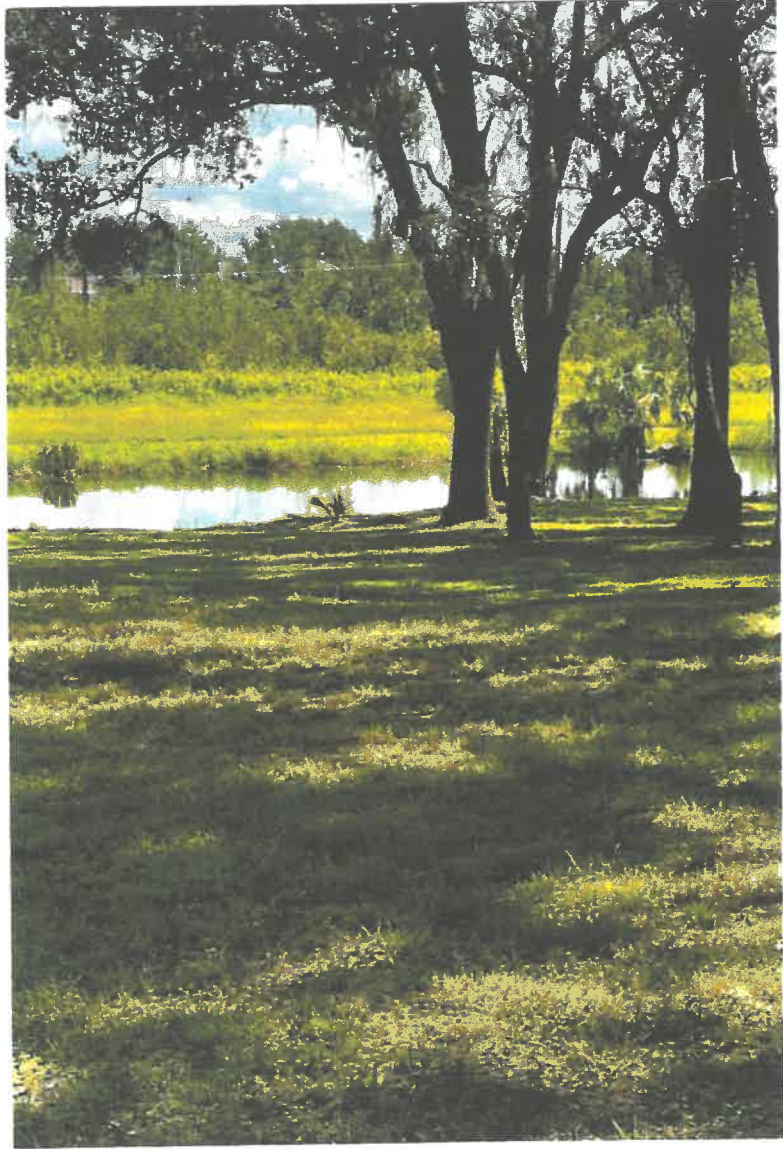
PHOTOS

514 SUNSET LANE, AUBURNDALE









Sunset Lane Road Condition



Sunset Lane Road Condition





Section 2

PHOTOS
514 SUNSET LANE,
AUBURNDALE

WELL, ELECTRIC POLE WITH
METER AND SEPTIC TANK
INFORMATION







STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL
SYSTEM
CONSTRUCTION PERMIT

PERMIT #: 53-SD-20588
APPLICATION #: AP578220
DATE PAID: _____
FEE PAID: _____
RECEIPT #: _____
DOCUMENT #: PR461522
OSTDS #: 04-2007-M

CONSTRUCTION PERMIT FOR: OSTDS Existing Modification

APPLICANT: ROBIN CROMWELL

PROPERTY ADDRESS: 514 SUNSET Ln Tampa, FL 33623

LOT: N/A BLOCK: N/A SUBDIVISION: N/A

PROPERTY ID #: 252722-000000-021090 [SECTION, TOWNSHIP, RANGE, PARCEL NUMBER]
[OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARDS OF SECTION 381.0065, F.S., AND CHAPTER 64E-6, F.A.C. DEPARTMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PERFORMANCE FOR ANY SPECIFIC PERIOD OF TIME. ANY CHANGE IN MATERIAL FACTS, WHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT, REQUIRE THE APPLICANT TO MODIFY THE PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE NULL AND VOID. ISSUANCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM COMPLIANCE WITH OTHER FEDERAL, STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.

SYSTEM DESIGN AND SPECIFICATIONS

T [900] GALLONS / GPD _____ CAPACITY
A [0] GALLONS / GPD _____ CAPACITY
N [0] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GALLONS]
K [0] GALLONS DOSING TANK CAPACITY [0.00] GALLONS @ [0] DOSES PER 24 HRS #Pumps [0]

D [333] SQUARE FEET _____ SYSTEM
R [0] SQUARE FEET _____ SYSTEM

A TYPE SYSTEM: [x] STANDARD [] FILLED [] MOUND [] _____

I CONFIGURATION: [x] TRENCH [] BED [] _____

F LOCATION OF BENCHMARK: RED NAIL ON OAK NEAR ROAD

I ELEVATION OF PROPOSED SYSTEM SITE [22.00] [INCHES] FT [] ABOVE / [] BELOW BENCHMARK/REFERENCE POINT

E BOTTOM OF DRAINFIELD TO BE [38.00] [INCHES] FT [] ABOVE / [] BELOW BENCHMARK/REFERENCE POINT

L
D FILL REQUIRED: [2.00] INCHES EXCAVATION REQUIRED: [0.00] INCHES

O
T
H
E
R
1. Maintain 75 feet from private wells.

SPECIFICATIONS BY: Al Scelp TITLE: _____

APPROVED BY: _____ TITLE: Env. Specialist II _____ Polk CHD

DATE ISSUED: 06/30/2004 EXPIRATION DATE: 01/01/1901

DH 4016, 08/09 (Obsoletes all previous editions which may not be used)
Incorporated: 64E-6.003, FAC

NOTICE OF RIGHTS

A party whose substantial interest is affected by this order may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. Such proceedings are governed by Rule 28-106, Florida Administrative Code. A petition for administrative hearing must be in writing and must be received by the Agency Clerk for the Department, within twenty-one (21) days from the receipt of this order. The address of the Agency Clerk is 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. The Agency Clerk's email is agency_clerk@FloridaDEP.gov.

Mediation is not available as an alternative remedy.

Your failure to submit a petition for hearing within 21 days from receipt of this order will constitute a waiver of your right to an administrative hearing, and this order shall become a 'final order'.

Should this order become a final order, a party who is adversely affected by it is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings may be commenced by filing one copy of a Notice of Appeal with the Agency Clerk of the Department of Environmental Protection and a second copy, accompanied by the filing fees required by law, with the Court of Appeal in the appropriate District Court. The notice must be filed within 30 days of rendition of the final order.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
SITE EVALUATION AND SYSTEM SPECIFICATION

APPLICATION # AP578220
PERMIT # 53-SD-20588
DOCUMENT # SE473460

APPLICANT: ROBIN CROMWELL
CONTRACTOR / AGENT: _____
LOT: N/A BLOCK: N/A
SUBDIVISION: N/A ID#: 252722-000000-021090

TO BE COMPLETED BY ENGINEER, HEALTH DEPARTMENT EMPLOYEE, OR OTHER QUALIFIED PERSON. ENGINEERS MUST PROVIDE REGISTRATION NUMBER AND SIGN AND SEAL EACH PAGE OF SUBMITTAL. COMPLETE ALL ITEMS.

PROPERTY SIZE CONFORMS TO SITE PLAN: YES NO NET USABLE AREA AVAILABLE: 0.34 ACRES
TOTAL ESTIMATED SEWAGE FLOW: 300 GALLONS PER DAY [RESIDENCES-TABLE 1 / OTHER-TABLE 2]
AUTHORIZED SEWAGE FLOW: 510.00 GALLONS PER DAY [1500 GPD/ACRE OR 2500 GPD/ACRE]
UNOBSTRUCTED AREA AVAILABLE: 850.00 SQFT UNOBSTRUCTED AREA REQUIRED: 667.00 SQFT

BENCHMARK/REFERENCE POINT LOCATION: RED NAIL ON OAK NEAR ROAD
ELEVATION OF PROPOSED SYSTEM SITE 22.00 [INCHES / FT] [ABOVE / BELOW] BENCHMARK/REFERENCE POINT

THE MINIMUM SETBACK WHICH CAN BE MAINTAINED FROM THE PROPOSED SYSTEM TO THE FOLLOWING FEATURES
SURFACE WATER: 200 FT DITCHES/SWALES: 75 FT NORMALLY WET: YES NO
WELLS: PUBLIC: N/A FT LIMITED USE: N/A FT PRIVATE: 75 FT NON-POTABLE: N/A FT
BUILDING FOUNDATIONS: 5 FT PROPERTY LINES: 5 FT POTABLE WATER LINES: 10 FT

SITE SUBJECT TO FREQUENT FLOODING? YES NO 10 YEAR FLOODING? YES NO
10 YEAR FLOOD ELEVATION FOR SITE: _____ FT [MSL / NGVD] SITE ELEVATION: _____ FT [MSL / NGVD]

SOIL PROFILE INFORMATION SITE 1

USDA SOIL SERIES:		
Munsell #/Color	Texture	Depth
		To

SOIL PROFILE INFORMATION SITE 2

USDA SOIL SERIES:		
Munsell #/Color	Texture	Depth
		To

OBSERVED WATER TABLE: 72.00 INCHES [ABOVE / BELOW] EXISTING GRADE TYPE: [PERCHED / APPARENT]
ESTIMATED WET SEASON WATER TABLE ELEVATION: 40 INCHES [ABOVE / BELOW] EXISTING GRADE
HIGH WATER TABLE VEGETATION: YES NO MOTTLING: YES NO DEPTH: _____ INCHES
SOIL TEXTURE/LOADING RATE FOR SYSTEM SIZING: Fine Sand/0.90 DEPTH OF EXCAVATION: 0.0 INCHES
DRAINFIELD CONFIGURATION: TRENCH BED OTHER (SPECIFY) _____

REMARKS/ADDITIONAL CRITERIA

SITE EVALUATED BY: _____ DATE: 06/30/2004
Scelp, AI (Title:) (SCLP)

Section 3

**PLANNING DEPARTMENT
SIGN IN SHEETS SHOWING
MEETINGS WITH
PLAN TECHS**

SIGN IN SHEET

LAND DEVELOPMENT

NAME	DATE	TIME	REASON FOR VISIT
Brandi Holmes	4/31	8:25	Land usage
Ana Ramirez	1/31	8:55	Land usage
MIKE Tomajese	4/31	11:45	Land usage - zoning
Amis Cuyacá	1/31	1:00	land usage
Amadeo Morales	2/31	2:55	
Jesús Garcia	4/30	4:12	Land usage
Clay McCormick	2-1	12:30	Land usage
AN CARLOS		1:19	
Richard Albert	1/31	11:27	Land usage
William Dwinos	2/2	12:33	
Roger Ruiz	2-2	07:32	information
Kevin Mills	2/2	2:58	info
DANIELA BONW	2/2	3:00	info
Jack Miller	2/2	3:00	set backs
T GIBBY Bell	2/3	8:35	SET BACKS
Billy Walter	2/3	10:32	variance questions
NORBERTO PUENO	2-3	2:05	Questions ABOUT PERMIT
Kelliane Gurvitz	2-3	2:45	Inf.
SHAWN TINGLE	2-6	8:15	(PLANNING - PROPERTY)
Fernando Pardo			
MARU ANTONIO			
Peter Reisman	2-6	10:55	QUESTIONS ON SIGNAGE
ZOD HUDELL	2-6	1:10	Question about staging area
Gloria Amador	2-6	2:45	question
Brandon Weeks	2-7	8:17	land questions
DAN BELL	2-7	8:39	Land questions
Man RARAO	2-7	9:50	LAND ACCESS
Robert RARAO	2-7	9:50	LAND ACCESS
Amad H. JAY	2-7	9:51	land questions
Lina L. Kido	2-7	9:55	Land usage question
JADENIRA SIFUENTES	2/7	10:17	Land usage question
ALBERTO RIFE			INFORMATION LOT FOR SALE
Earl Simmons	2-7	12:00	Impoundment
Frank POTO	2/7	2:11	HND IMPACT FEE WAIVER
Juan Henriquez	2/7	3:25	Land question
Robert Smith	2-8-22		question
Armin Lemos	2-9-23	9:00	interview
Jose Garcia	2/8/23	9:55	interview
L. RUIZ	2/8/23	10:00	
WILSON GONZALEZ	2/8/23	10:25	
Lisa L. Malachy	2/8/23	10:39	Planner on call

SIGN IN SHEET

LAND DEVELOPMENT

NAME	DATE	TIME	REASON FOR VISIT
MICHAEL OYIN	3-1-23	8:11	
Stephan Rebo	3-1-23		
Maria Antonnet Dibute	3-1-23	11:33	
Bernie Phaup	3-1	12:36	
Joseph W. S.	3-1	12:5	
ERIN LEINA	3-1	1:50	
AMILCAR MURRAYOS	3-1	2:32	
Eric Adams	3-1	2:50	
Rob. Kennedy	3-1	2:59	
Lucas Clark	3-1	2:50	
BRIAN SODDUTH	3-1	2:51	
Adam Tolson	3-1	2:51	
Tom White	3-1-23	3:08	
MICHAEL KIRKWOOD	3-1-23	4:10	
DAVID BENCHON	3-2-23	8:03	INFORMATION LAND USE
Jetham Ninyan			
Doag Stein	3-2-23	9:33	Acquire Plot Plan
Laura Ortega	3-2-23	11:30	Planner on call
STEPHEN BRADLEY	3-2-23	12:40pm	Information Land Use
JERRY CURRAN	3/2/23	1:55pm	PLANNING
ARMANDO RODRIGUEZ	3/2/23	2:30pm	info-
Frank Michler	3-2-23	2:35	Zoning
Stephen Ricketts	3-2-23	3:35pm	
ANNE SINKOFF	3:50	3/2	
Hazel Hinds	4:15		
AUSTIN TODD	8:17	3/3/23	
Reinaldo DeJesus	4:20		
Monty Paloma	9:57	3/3/23	Zoning
BRIAN JACOB	3/3/23	10:02	
ETAL CARRELI	3/3/23	10:05	PLANNING
Donald Bell	3/3/23	10:12	see w/ property boundary
Stephan BRADLEY	3/3/23	11:15	property use
Jorge Espinoza	3/3/23		Zoning
DAVID MONTANEZ	3/3/23	12:	
Joseph Fisher	3/3/23	12:	Planning
RAMIRO ORTIZ	3/3/23	12:30	MTG. w/ Admin
David Montanez	3/3/23	1:15	Land Development
TERENCE MONTANEZ	3/3/23	4:10	LAND ADDRESS

Section 4

PURCHASE CONTRACTS

FOR

**514 SUNSET LANE,
AUBURNDALE**

AND

**0 SUNSET LANE
AUBURNDALE**

Vacant Land Contract



1. Sale and Purchase ("Contract"): CHRIS J BRAUCKMULLER
("Seller") and DONALD BELL
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: 514 SUNSET LN Auburndale FL 33823
Legal Description:
BEG NE COR OF SE 1/4 RUN W 535 FT S 407.77FT W 886 FT TO POB RUN N 204.19 FT W 99 FT S
204.19 FT E 99FT TO POB

SEC 22 / TWP / 27 / RNG 25 of Polk County, Florida. Real Property ID No.: 25-27-22-000000-021090
including all improvements existing on the Property and the following additional property:
WELL AND PUMP

2. Purchase Price: (U.S. currency) \$ 30,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name:
Escrow Agent's Contact Person:
Escrow Agent's Address:
Escrow Agent's Phone:
Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable)
[X] accompanies offer
[] will be delivered to Escrow Agent within days (3 days if left blank)
after Effective Date \$ 1,000.00
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
[] within days (10 days if left blank) after Effective Date \$ 0.00
[] within days (3 days if left blank) after expiration of Due Diligence Period \$ -
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00
(d) Other:
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 29,000.00
(f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation:

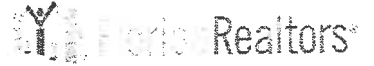
3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on 31/2023 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () and Seller () acknowledge receipt of a copy of this page, which is 1 of 8 pages.
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Vacant Land Contract



1. Sale and Purchase ("Contract"): CHRIS J BRAUCKMULLER
("Seller") and DONALD BELL
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: 514 SUNSET LN Auburndale FL 33823
Legal Description:
BEG NE COR OF SE 1/4 RUN W 535 FT S 407.77FT W 686 FT TO POB RUN N 204.19 FT W 99 FT S
204.19 FT E 99FT TO POB

SEC 22 / TWP / 27 / RNG 25 of Polk County, Florida. Real Property ID No.: 25-27-22-000000-021090
including all improvements existing on the Property and the following additional property:
WELL AND PUMP

2. Purchase Price: (U.S. currency) \$ 30,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name:
Escrow Agent's Contact Person:
Escrow Agent's Address:
Escrow Agent's Phone:
Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable)
[X] accompanies offer
[] will be delivered to Escrow Agent within days (3 days if left blank)
after Effective Date \$ 1,000.00
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
[] within days (10 days if left blank) after Effective Date \$ 0.00
[] within days (3 days if left blank) after expiration of Due Diligence Period \$ -
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00
(d) Other: \$ 0.00
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 29,000.00
(f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on 3/31/2023 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* (a) **Buyer** will pay cash for the Property with no financing contingency.

57* (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68* informed of the loan application status and progress and authorizes the lender or mortgage broker to
69* disclose all such information to **Seller** and Broker.

70* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72* _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83* _____
84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93* **7. Assignability: (Check one) Buyer** may assign and thereby be released from any further liability under this
94* Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95* **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) Warranty Deed, free of liens, easements,
97* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____,
100* provided there exists at closing no violation of the foregoing.



101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104* (Check one) **Seller's** **Buyer's** expense and

105* (Check one) within _____ days after Effective Date at least 5 days before Closing Date,

106* (Check one)

107* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
111 **Buyer** within 15 days after Effective Date.

- 112 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
118 then (1) above will be the title evidence.

119 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but
120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
122 * cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

- 134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

- 138 * (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145 local, state, and regional growth management plans; availability of permits, government approvals, and
146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
155 not engage in any activity that could result in a construction lien being filed against the Property without
156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
159 result of the Inspections.

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer  and Seller  () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

165 + (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
36 including being satisfied that either public sewerage and water are available to the Property or the
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
170 is not contingent on Buyer conducting any further investigations.

171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173 expired or if Paragraph 9(a)(2) is selected.

174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176 improving the Property and rebuilding in the event of casualty.

177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183 Department of Environmental Protection, including whether there are significant erosion conditions associated
184 with the shore line of the Property being purchased.

185 + Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191 costs indicated below.

192 (a) **Seller Costs:**

193 Taxes on deed

194 Recording fees for documents needed to cure title

195 Title evidence (if applicable under Paragraph 8)

196 Estoppel Fee(s)

197 + Other: Buyer to pay for all closing cost

198 (b) **Buyer Costs:**

199 Taxes and recording fees on notes and mortgages

200 Recording fees on the deed and financing statements

201 Loan expenses

202 Title evidence (if applicable under Paragraph 8)

203 Lender's title policy at the simultaneous issue rate

204 Inspections

205 Survey

206 Insurance

207 + Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216 + installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 4 of 8 pages.

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
239 **this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
257 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
263 **incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.



20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327*
328

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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~~_____
Seller's Sales Associate Email Address~~

~~_____
Buyer's Sales Associate Email Address~~

~~_____
Seller's Sales Associate Phone Number~~

~~_____
Buyer's Sales Associate Phone Number~~

~~_____
Listing Brokerage~~

~~_____
Buyer's Brokerage~~

~~_____
Listing Brokerage Address~~

~~_____
Buyer's Brokerage Address~~

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22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. Other _____

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23. Additional Terms:

Buyer to pay all closing cost

COUNTER-OFFER/REJECTION

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363
364*

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer

365
366

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

367*

Buyer:  _____ **Date:** 3-5-23

368*

Print name: DONALD V BELL

369*

Buyer: _____ **Date:** _____

370*

Print name: _____

371

Buyer's address for purpose of notice:

372*

Address: 504 SUNSET LN AUBURNDALE FL 33823

373*

Phone: 863-581-3699 Fax: _____ Email: bell12284@live.com

374*

Seller:  _____ **Date:** 3-5-2023

375*

Print name: CHRIS J BRAUCKMULLER

376**

Seller: _____ **Date:** _____

377*

Print name: _____



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378 **Seller's address for purpose of notice:**

79* Address: 128 FLAMINGO DR AUBURNDALE FL 33823

380* Phone: 863-287-7342 Fax: _____ Email: Chris@blsmithge.com

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Vacant Land Contract

1. **Sale and Purchase ("Contract"):** JANIFER F ELLIS
 ("Seller") and DONALD BELL
 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: Auburndale FL 33823
 Legal Description:
BEG NE COR OF SE 1/4 RUN W 535 FT S 407.77FT W 787 FT TO POB RUN N 204.19 FT W 99 FT S
204.19 FT E 99FT TO POB
- SEC 22 /TWP /27 /RNG 25 of Polk County, Florida. Real Property ID No.: 25-27-22-000000-021080
 including all improvements existing on the Property and the following additional property:
2. **Purchase Price:** (U.S. currency) \$ 25,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: _____
 Escrow Agent's Contact Person: _____
 Escrow Agent's Address: _____
 Escrow Agent's Phone: _____
 Escrow Agent's Email: _____
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within _____ days (3 days if left blank)
 after Effective Date \$ _____
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within _____ days (10 days if left blank) after Effective Date \$ 0.00
 within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 25,000.00
- (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is lot acre square foot other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on or before 3/31/2023 ("Closing Date"), unless specifically
 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* (a) **Buyer** will pay cash for the Property with no financing contingency.

57* (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72* _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83* _____
84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93* **7. Assignability: (Check one) Buyer** may assign and thereby be released from any further liability under this
94* Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95* **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) Warranty Deed, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104* (**Check one**) **Seller's** **Buyer's** expense and

105* (**Check one**) within _____ days after Effective Date at least 5 days before Closing Date,

106* (**Check one**)

107* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 165* (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185* Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197* Other: Buyer to pay for all closing cost
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207* Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
239 **this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
257 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
263 **incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer  2-5-25 and Seller  () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

VAC-14x Rev 9/22 3/21

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.


19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.



Seller's Sales Associate/License No.



Buyer's Sales Associate/License No.

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~~Seller's Sales Associate Email Address~~

~~Buyer's Sales Associate Email Address~~

~~Seller's Sales Associate Phone Number~~

~~Buyer's Sales Associate Phone Number~~

~~Listing Brokerage~~

~~Buyer's Brokerage~~

~~Listing Brokerage Address~~

~~Buyer's Brokerage Address~~

340
341
342*
343*
344*

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. Other _____

345*
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23. Additional Terms:

Buyer to pay all closing cost

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COUNTER-OFFER/REJECTION

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364*

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer

365
366

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

367*

Buyer:  Date: 3-5-23

368*

Print name: DONALD V BELL

369*

Buyer: _____ Date: _____

370*

Print name: _____

371

Buyer's address for purpose of notice:

372*

Address: 504 SUNSET LN AUBURNDALE FL 33823

373*

Phone: 863-581-3699 Fax: _____ Email: bell2284@live.com

374*

Seller:  Date: 3-5-23

375*

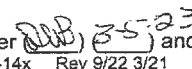

Print name: JANIFER F ELLIS

376**

Seller: _____ Date: _____

377*

Print name: _____

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 7 of 8 pages.
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378 **Seller's address for purpose of notice:**

79* Address: 4011 CAREY CT AUBURNDALE FL 33823
380* Phone: 863-287-7342 Fax: _____ Email: JawiferEllis@aol.com

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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Section 5

**WARRANTY DEEDS
514 SUNSET LANE AND
0 SUNSET LANE
AUBURNDALE**



INSTR # 2023060266
 BK 12616 Pgs 1011-1012 PG(s)2
 RECORDED 03/14/2023 04:33:02 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 DEED DOC #0.70
 RECORDING FEES \$18.50
 RECORDED BY jeanboyl

Prepared by and return to:
Brittany Parsons
Integrity First Title
2750 Deer Creek Commerce Ln
Davenport, FL 33837
Parcel Identification Number: 252722-000000-021090

TRUE & CERTIFIED COPY

File Number: D2303013

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 14th day of March, 2023, between Chris J Brauckmuller a married man as to non-homestead whose post office address is 128 Flamingo Drive, Auburndale, FL 33823, grantor, and Donald Bell a married man whose post office address is 504 Sunset Lane, Auburndale, Florida 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Sumter County, Florida, to-wit:

Begin at the Northeast corner of the Southeast 1/4 of Section 22, Township 27 South, Range 25 East, and run North 89° 52' West along the North boundary of said Southeast 1/4, 535.00 feet; thence South 00° 08' West 407.77 feet; thence North 89° 52' West 886 to the Point of Beginning; thence run North 00° 08' East 204.19 feet; thence North 89° 52' West 99.00 feet; thence South 00° 08' West 204.19 feet; thence South 89° 52' East 99.00 feet to the Point of Beginning, all situated in Polk County, Florida.

SUBJECT TO easements, restrictions and reservations of record and taxes for the current year and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Gwen Barw
Witness Name: Gwen Barw

Brittany Parsons
Witness Name: Brittany Parsons

Chris J Brauckmuller
Chris J Brauckmuller

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence /or/ online notarization, this March 14, 2023, by Chris J Brauckmuller, she () is personally known to me or () has produced FL ID as identification.

Brittany Parsons
NOTARY PUBLIC

Printed Name: Brittany Parsons
My Commission Expires: 8/12/2025



Integrity First Title
D2303011

INSTR # 2023063724
BK 12621 Pgs 0226-0227 PG(s)2
03/20/2023 07:20:31 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 175.00

Prepared by and return to:
Brittany Parsons
Integrity First Title
2750 Deer Creek Commerce Ln
Davenport, FL 33837
Parcel Identification Number: 252722-000000-021080

File Number: D2303011

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 31st day of March, 2023, between Janifer F Ellis a married woman, as to non-homestead whose post office address is 4011 Carey Court, Auburndale, FL 33823, grantor, and Donald Bell a married man whose post office address is 504 Sunset Lane, Auburndale, Florida 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Polk County, Florida, to-wit:

Begin at the NE corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East and run N 89°52' W along the North boundary of said SE 1/4 535.00 feet, thence S 0°08' W 407.77 feet, thence N 89°52' W 787 feet to the Point of Beginning; thence run N 0°08' E 204.19 feet, thence N 89°52' W 99.00 feet, thence S 0°08' W 204.19 feet, thence S 89°52' E 99.00 feet to the Point of Beginning. All situated in Polk County, Florida.

Subject to that certain perpetual non-exclusive easement for Ingress and Egress as described in Road Right-of-Way and Canal Easement Agreement recorded in O.R. Book 1574, Pages 881 and 882, of the Public Records of Polk County, Florida.

PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR'S

SUBJECT TO easements, restrictions and reservations of record and taxes for the current year and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Handwritten signature]

Witness Name: Janifer F. Ellis

[Handwritten signature]
Janifer F. Ellis

[Handwritten signature]

Witness Name: Kathryn Parsons

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence /or/ online notarization, this March 14, 2023, by Janifer F Ellis, she () is personally known to me or () has produced FLD as identification.

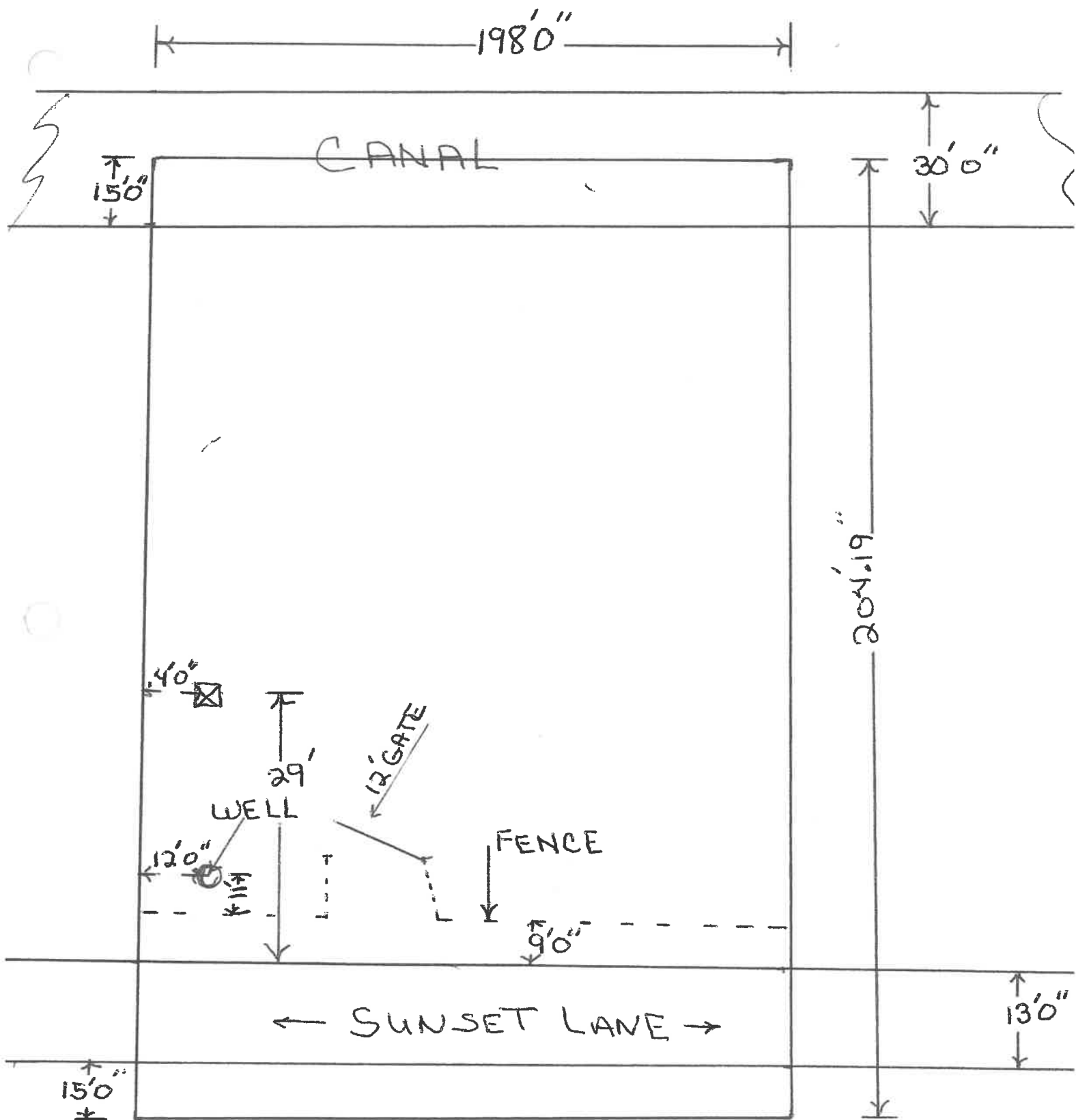
[Handwritten signature]

NOTARY PUBLIC

Printed Name: Brittany Parsons

My Commission Expires: 8/12/25





514 SUNSET LANE

LDWA-2023-43

Section 6

DOCUMENTATION
SHOWING THE COMBINING OF
514 SUNSET LN & 0 SUNSET LN

Permit for 25-27-22-000000-021090 / 514 SUNSET LN, AUBURNDALE 33823

McCain, Suzanne <suzannemccain@polk-county.net>

Wed 4/26/2023 12:04 PM

To: Bonilla, Ana <anabonilla@polk-county.net>; Fillmore, Charlotte <CharlotteFillmore@polk-county.net>; Nieves, Carmen <CarmenNieves@polk-county.net>; bell2284@live.com <bell2284@live.com>

Cc: Boyd, Brittney <brittneyboyd@polk-county.net>; Purcell, Peter <PeterPurcell@polk-county.net>

1 attachments (1 MB)

2023_combine_req_252722000000021090 (2).pdf;

Good Afternoon –

The request our office received to combine parcel 25-27-22-000000-021080 with parcel 25-27-22-000000-021090 has been completed. Parcel 25-27-22-000000-021090 will continue as the active parcel number. Please note that this change will be for the 2023 tax year.

You will be able to view the changes on our website <http://www.polkpa.org> within 24 hours.

Please let me know if you have any questions or if I can be of further help.

Have a great day!!

Suzanne McCain

Appraisal Specialist

REPRESENTING MARSHA M. FAUX, CFA, ASA

Polk County Property Appraiser

255 N Wilson Avenue | Bartow, FL 33830

Work: (863) 534-4777 | Fax: (863) 534-4789

suzannemccain@polk-county.net

WEBSITE: <http://www.polkpa.org/>

NOTIFICATION TO RECIPIENTS:

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

If you have received this email in error, please notify us immediately by return email. If you receive a Polk County Property Appraiser communication that contains personal or confidential information, and you are not the intended recipient, you are prohibited from using the information in any way. All record of any such communication (electronic or otherwise) should be destroyed in its entirety.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

RECEIVED
 MAR 20 2023
 BY: MP

R 11/2018
 ADA Compliant

POLK COUNTY PROPERTY APPRAISER
REQUEST FOR COMBINE OR SPLIT OF REAL PROPERTY

IMPORTANT NOTE: Requests are accepted throughout the year, however, your request may not be processed during the same tax year due to tax roll requirements and/or statutory deadlines.

- SPLIT PROPERTY - SURVEY OR NEW DESCRIPTION MUST BE PROVIDED
- COMBINE PROPERTY - PARCELS WILL ONLY BE COMBINED IF ALL ARE USED FOR SAME PURPOSE

OWNER'S NAME: Donald Bell REQUEST DATE: 3/15/2023
 EMAIL ADDRESS: bell2284@five.com TAX YEAR: 2023
 MAILING ADDRESS: 504 Sunset Lane, Auburndale, FL 33823

PHONE NUMBER: 863581-3699 FAX NUMBER:

PARCEL IDENTIFICATION NUMBER(S):
25-27-22-00000-021090
25-27-22-00000-021080

REASON FOR COMBINE / SPLIT:
To make it a buildable lot.

If possible we would like to keep the 514 Sunset Address

OWNER SHOULD CONSIDER THE FOLLOWING:		YES	NO
• IS THIS REQUEST FOR PERMITTING PURPOSES? <i>If YES, YOU ARE RESPONSIBLE to ensure all necessary requirements are met.</i>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
• ARE TAXES PAID BY THE MORTGAGE COMPANY? <u>No Mortgage</u> <i>If YES, YOU ARE RESPONSIBLE to inform the mortgagee of this change.</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND AND AGREE TO THE FOLLOWING:

1. COMBINING / SPLITTING PROPERTY MAY INCREASE YOUR TAXES BY AFFECTING CAPPED VALUES.
2. YOU ARE PROVIDING CONSENT TO ANY INCREASE IN TAXES RESULTING FROM THIS REQUEST.
3. THE PROPERTY APPRAISER'S OFFICE IS NOT HELD RESPONSIBLE FOR ANY PARCEL REQUIREMENTS INCLUDING SUBDIVISION, ZONING, BUILDING, ETC. YOU ARE RESPONSIBLE TO CONTACT THE PROPER AGENCY TO VERIFY THIS PROPERTY CAN BE SPLIT OR COMBINED AND WHAT THE EFFECT MAY BE.

YOU TAKE FULL RESPONSIBILITY TO NOTIFY THE MORTGAGEE.

OWNER SIGNATURE: [Signature]

MAIL COMPLETED FORM TO: Polk Co. Property Appraiser 255 N Wilson Avenue Bartow, FL 33830
 EMAIL COMPLETED FORM TO: PAHELPDESK@POLK-COUNTY.NET

FOR OFFICE USE ONLY

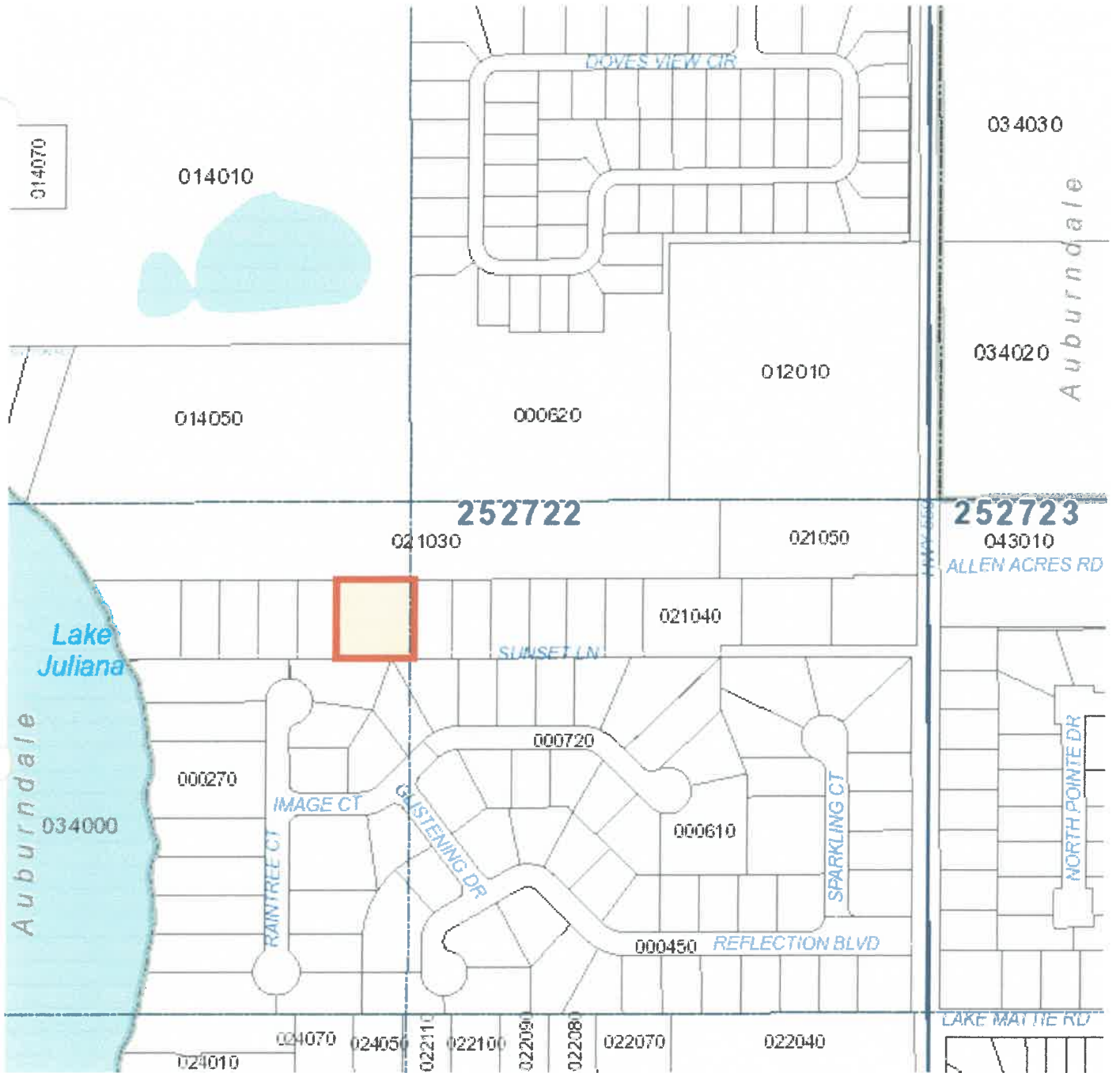
RECEIVED BY: 3-20-2023 PHONE#: 863-534-4777 **BTW** LKLD WH YES NO

• IS OWNERSHIP THE SAME FOR ALL PARCELS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• IS THE TAXING DISTRICT THE SAME FOR ALL PARCELS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• ARE REAL ESTATE TAXES CURRENT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• IF APPLICABLE, ARE THE EXEMPTIONS THE SAME FOR ALL PARCELS? <i>NOTE: If one parcel has HX and all others have no exemption - Check the YES box.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• IF APPLICABLE, ARE ALL PARCELS IN THE SAME CRA?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REVIEWED BY AND DATE: Brittney Boyd 04/03/2023

WILL THIS REQUEST BE PROCESSED BY THE POLK CO PROPERTY APPRAISER? YES NO

Millage: 90000
 Surviving ID: 25-27-22-000000-021090



Section 7

**RECORDED RIGHT OF WAY
EASEMENT
JANUARY 1974**

ROAD RIGHT-OF-WAY AND CANAL EASEMENT AGREEMENT

The Grantors, L. K. HOFFMAN and BARBARA L. HOFFMAN, his wife, and THOMAS KAISER and KATHRYN J. KAISER, his wife, hereby grant unto all present and future owners of the real property located in Polk County and described as follows:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 203.58 feet, then run North 89°52' West 196.0 feet to the Point of Beginning; from the Point of Beginning run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 407.77 feet South of the North boundary of said SE 1/4, then run South 89°52' East a distance of 1331.06 feet, more or less, to a point which is 204.17 feet South 0°08' West of the Point of Beginning, then North 0°08' East 204.17 feet to the Point of Beginning.

74 APR 25 PM 4:13

and their heirs, successors and assigns and their guests and invitees, the following easements:

1. For purposes of ingress and egress to the above described real property, a perpetual non-exclusive road right-of-way over and across the following described real property located in Polk County:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 377.77 feet to the Point of Beginning; from the Point of Beginning, run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 407.77 feet South of the North boundary of said SE 1/4, then run South 89°52' East a distance of 2,063 feet, more or less, to the East boundary of said SE 1/4, then run North along the East boundary of said SE 1/4 a distance of 30 feet, then run North 89°52' West a distance of 535.94 feet, to the Point of Beginning.

2. A perpetual non-exclusive easement for canal purposes over and across the following described real property located in Polk County:

Begin at the Northeast corner of the SE 1/4 of Section 22, Township 27 South, Range 25 East, then run North 89°52' West along the North boundary of said SE 1/4, a distance of 535 feet, then run South 0°08' West a distance of 203.58 feet, then run North 89°52' West a distance of 196.0 feet to the Point of Beginning; from the Point of Beginning, run North 89°52' West to the waters edge of Lake Juliana, then run Southeasterly along said waters edge to a point 218.58 feet South of the North boundary of said SE 1/4, then

RE: C.M. FEAR
POLK COUNTY + MASSEY
PO DRAWER J
ISLAND FLORIDA 33889

600
100
100

This instrument prepared by
CHRISTOPHER M. FEAR
202 E. WALNUT STREET
LAKELAND, FLORIDA

5060

run South 89°52' East to a point 15 feet South 0°08' West of the Point of Beginning, then North 0°08' East 15 feet to the Point of Beginning.

This indenture shall never in any manner be construed as creating or imposing any obligation upon the Grantors for the maintenance of the road described in paragraph 1 hereof or the portion of the canal described in paragraph 2 hereof.

IN WITNESS WHEREOF, Grantors have set their hands and seals this 18TH day of JANUARY, 1974.

Signed, sealed and delivered in the presence of:

Mary E. Klage
[Signature]

L. K. Hoffman (SEAL)
L. K. HOFFMAN

Barbara L. Hoffman (SEAL)
BARBARA L. HOFFMAN

[Signature] (SEAL)
THOMAS KAISER

[Signature] (SEAL)
KATHRYN J. KAISER

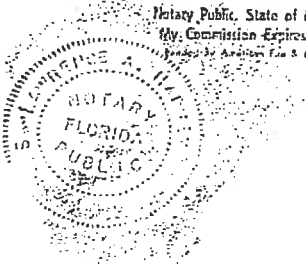
STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 18TH day of JANUARY, 1974 by L. K. HOFFMAN and BARBARA L. HOFFMAN, his wife, and THOMAS KAISER and KATHRYN J. KAISER, his wife.

[Signature]
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 6, 1976
Printed by Addition File 3, County Clerk





Closest Fire Hydrant to 514 Sunset La

Measurement

1 Feet (US)

Measurement Result

387.4 Feet (US)

Clear

Press CTRL to enable snapping

sunset →



Section 8

FEMA FLOOD MAP
514 SUNSET LANE



81°47'58"W 28°7'27"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, A1c of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone X

OTHER AREAS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOWR
- Area of Undetermined Flood Hazard Zone X

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/6/2023 at 11:23 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. [Map Instructions](#)



81°47'20\"/>

Section 9

**DOCUMENTATION
FROM THE PLANNING
DEPARTMENT**

From: AOL Member Info® <oceanloverss@aol.com>
Sent: Monday, June 12, 2023 2:03 PM
To: Call, Planner On <PlannerOnCall@polk-county.net>
Subject: [EXTERNAL]: Re: 252722000000021090

Thank you very much for the information. I do have a question regarding the phone numbers you included with the well and septic. Are they the numbers I need to call to get more information concerning them?

Thanks again for your time!

R/

Kenneth E Johnson

On Monday, June 12, 2023 at 09:47:31 AM EDT, Call, Planner On <planneroncall@polk-county.net> wrote:

Good morning Mr. Kenneth,

This is a recap about our phone conversation on if the lot was buildable.

Parcel 252722-000000-021090 is within the Residential Low-1 (RL-1) land use district. The property appears to contain floodplain and wetland, there are no impact into the wetland area (see snippet below). You may contact the County's Floodplain Manager Assistant, Scott Anderson at (863)534-6767 or via email scottanderson@polk-county.net for more information regarding the County's floodplain management regulation.

The subject property is eligible for one residential dwelling (Single Family Residence, Modular Home, or Mobile Home) pending issuance of a building permit.

Per Chapter 2, table 2.2 of the Polk County Land Development Code, the standard Primary setback requirements for the ___ land use district include:

1. a right-of-way setback of 15 feet. (Garage setback 25 feet)
2. an interior side lot setback of 10 feet; and
3. an interior rear lot setback of 15 feet.
4. there is no encroachment into the easements.

A copy of the Land Development Code may be viewed on our website at https://library.municode.com/fl/polk_county/codes/land_development_code

Fwd: Fw: [EXTERNAL]: Re: 252722000000021090

Justin James <justin@liveflrealty.com>

Mon 6/12/2023 6:05 PM

To: Selah Bell <bell2284@live.com>

Hello! It looks like the county is now saying this parcel is not buildable.

----- Forwarded message -----

From: **AOL Member Info®** <oceanloverss@aol.com>

Date: Mon, Jun 12, 2023 at 6:00 PM

Subject: Fw: [EXTERNAL]: Re: 252722000000021090

To: Justin James <justin@liveflrealty.com>

Justin,

Here is the email I received from the county regarding 514 Sunset Lane.

R/

Ken Johnson

----- Forwarded Message -----

From: Call, Planner On <planneroncall@polk-county.net>

To: AOL Member Info® <oceanloverss@aol.com>

Cc: Robinson, Sheranda <sherandarobinson@polk-county.net>; Smith, Chance <chancesmith@polk-county.net>; Bustos, Juana <juanabustos@polk-county.net>; McGahee, Gary <garymgahee@polk-county.net>; Peterson, Erik <erikpeterson@polk-county.net>; Ziskal, Benjamin <benjaminziskal@polk-county.net>

Sent: Monday, June 12, 2023 at 02:19:03 PM EDT

Subject: Re: [EXTERNAL]: Re: 252722000000021090

Hello Mr. Johnson,

We do apologize, but after further review it's been determined that the vacant parcels along Sunset Lane are not buildable lots. These lots were subdivided without gaining the required subdivision approval from the County and they do not meet the County's access and public safety requirements.

Please feel free to contact me directly should you have additional questions.

Thado "Nick" Hays, C.P.M.

Development & Customer Service Manager

Polk County BoCC|Office of Planning & Development |330 West Church Street|

P.O. Box 9005| Drawer GM03|Bartow, FL 33830|

(863) 534-6093 Work|(863) 534-6471 Fax

DISCLAIMER

The "Planner on Call" service is provided as a courtesy to our customers. Please be advised that none of the information provided shall be construed to supersede any requirement of the Polk County Comprehensive Plan or Polk County Land Development Code. A more formal determination regarding land use entitlements or the use of land can be obtained through a request for a Land Use Verification Letter.

Section 10

PLANNING DEPT
SIGN IN SHEET FOR MEETING
AFTER TOLD NOT BUILDABLE

SIGN IN SHEET

LAND DEVELOPMENT

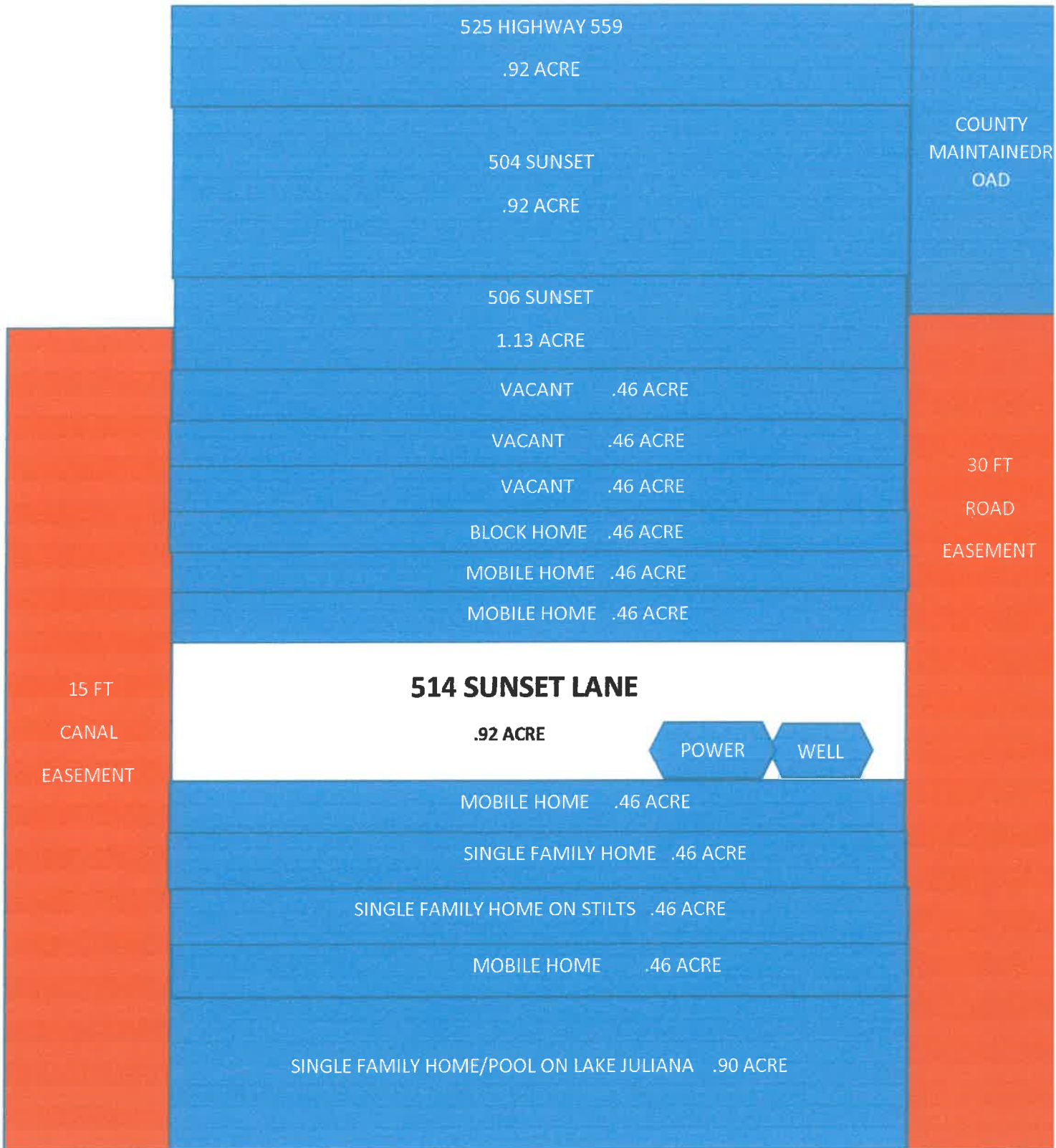


NAME	DATE	TIME	REASON FOR VISIT
DAVID LANGDOR	6/16	8:25	SET BACKS
Diana [unclear]	6/16	11:27	E-mail
GEORGE WENZEL	6/15	12:41	SETBACKS + BUILDING
JAIR (AMLO)	6/15	1:08	
Flaine Sanchez	6/15	1:34	Religious Establishment
Elias Zmuran	6/15	1:54	Zoning Inquiries
Francisca Cavachon	6/15	3:00	Variance
Stephanie Gately	6/16	8:56	Zoning
Maria Flores	6/16	9:14	Code Enforcement Question
Miguel Satriano	6/16	9:42	Info
Thomas Lambkin	6/16	10:06	Information
Jaclyn Hubbard	6/16	10:38	Info
Gary Jacobs	6/16	10:45	
J. Clark	6/16	11:00	
Daniel Shureff	6/16	11:15	Inspection held
Monty Palma	6/16	11:40	Site Plan
Kristen Pedersen	6/16	12:05	Change
Bobby Mally	6/16	11:35	Zoning
Maria Leon	6/16	2:4	Information
TERRY PREVATE	6-16	2:27	Zoning
Kennel Provell	6-16	2:40	for trailer
JOSE HERNANDEZ	6-16	3:30	
ANGEL PILLON	6-16	8:36	PERMITS
JOSUAYAS ISA	6-19	8:37	Mobile Home permitting
THOMAS LAUGHTON	6-19	9:37	Information
JOSEPH HERBERA	6/19	10:34	CODE
Tamer Lawer			
Isela + Arturo Solares	6/19	1:20	Impact Fee Land
Kyle Whelless	6/19	1:45	Plot of winter site (neighborhood)
Cynthia Hull	6/19	2:14	Property questions
STEVE McPOMER	6/20	8:00	VARIANCE
Sheila Hunt	6-20	8:40	ADJ. Structure Acceptance
Rose Chubb	6-20	8:40	perches
Kristi Hunt	6-20	9:45	Setbacks
Sheila Hunt	6-20	9:00	Variance
April Young	6/20	10:00	Planning Building
SARAH JACOBSON	6/20	10:10	Planning

Section 11

**PHOTOS OF
HOMES ON
SUNSET LANE, AUBURNDALE**

SUNSET LANE LOT LAYOUTS



NOT TO SCALE









