

**tranzon**<sup>®</sup>

**auCTION**

## Property Information Package

**Regardless of Price - 55K± SF Flex/Office Space**

7060 103rd Street, Jacksonville, FL, 32210



Preview: February 19 @ 11 am ET & February 26 @ 11 am ET

Auction: February 26 @ 1 pm ET

Auction Location: At Property or Bid Online

Property#: DG697



**Tranzon Driggers**

Walter J. Driggers, III, Lic. Real Estate Broker,  
FL Lic# AU707 & AB3145

P: 877-374-4437

F: 352-369-9295

[soldnow@tranzon.com](mailto:soldnow@tranzon.com)

**TRANZON.COM**

Dear Prospective Bidder:

Enclosed for your review is the Property Information Package that you requested for the auction of the 55K± SF Flex/Office Space located in Jacksonville, FL. This recently constructed property is located along busy I-295 and is configured into two separate large buildings allowing for many uses.

**This property will be sold to the highest bidder, regardless of price.**

The auction will be conducted onsite and simulcast online on Wednesday, February 26th at 1 pm ET. If you are unable to attend the auction, please contact us to qualify for online bidding.

Previews will be held on February 19th at 11 am ET and on February 26th at 11 am ET.

Deposit money on auction day will be \$25,000 (payable to Fidelity National Title Insurance Company) via certified check or wire transfer. If you are the successful bidder, the balance of your 10% deposit will be due via wire transfer by the end of the next business day.

Thank you for your interest in this property and we look forward to seeing you at the preview and on auction day.

Sincerely,

*Karen Tringali*

Karen Tringali  
Lic. Sales Associate  
Tranzon Driggers

**Regardless of Price - 55K± SF Flex/Office Space**

**Auction:** 2/26/2014 at 1 pm ET  
**Location:** At Property or Bid Online

- I-295 frontage and visibility at busy 103rd Street exit
- Two buildings constructed in 2009
- 60-93K average daily traffic count

**Preview:** February 19 @ 11 am ET &  
February 26 @ 11 am ET

**Property Description**

- 3.6± acres
- PUD zoning allows for office, retail, storage and warehouse
- City water and sewer
- Building #1 - 39,200± sf warehouse flex space
- High ceilings with 24' average clearance
- Two finished office spaces
- Building #2 - 16,088± sf two story building
- Flex space and unfinished office space downstairs
- Unfinished office space upstairs serviced by an elevator and stairs

<b>Land Size</b>	3.6± acres	<b>Building Size</b>	Total of 55K± sf
<b>Frontage</b>	I-295	<b>Configuration</b>	Two buildings
<b>Zoning</b>	PUD	<b>Year Built</b>	2009±
<b>Land Use</b>	4899 WAREHOUSE, FLEX	<b>Assn</b>	None
<b>County</b>	Duval	<b>Assoc. Fee</b>	N/A
<b>Tax</b>	\$24,680± 2013	<b>Water</b>	Central - Existing
<b>Tax ID</b>	014434-0000	<b>Sewer</b>	Central - Existing

**Terms of Sale:**

- Buyer's Premium:** 10% buyer's premium will be added to the high bid to determine the contract price.
- Initial Deposit:** \$25,000 cashier's check or wire transfer
- Additional Deposit:** Balance of 10% deposit due via wire transfer by end of next business day after being notified as successful bidder
- Title/Escrow Agent:** Fidelity National Title Insurance Company
- Closing Date:** On or before Friday, Mar 28, 2014

***You are urged to thoroughly inspect the property before the auction!***

The information contained in this property overview is subject to inspection and verification by all parties relying on it. The Seller and their agents assume no liability for the accuracy, error or omissions. This listing may be withdrawn or modified without notice at any time. All square footage, lot size measurements and dimensions in this information are approximate. No warranties or guarantees are expressed or implied. The purchaser must rely on his/her own information, inspection, records and determination to bid.

***The property is being sold "as is, where is" with "all faults."***

For additional information please call:

**Karen Tringali**

**877-374-4437 or 352-369-1047**

Tranzon Driggers, Walter J Driggers, Lic. Real Estate Broker, agent for the seller #AU707 & AB3145  
Independently owned and operated • a member company of Tranzon LLC

**www.tranzon.com**

## Notice to Bidders

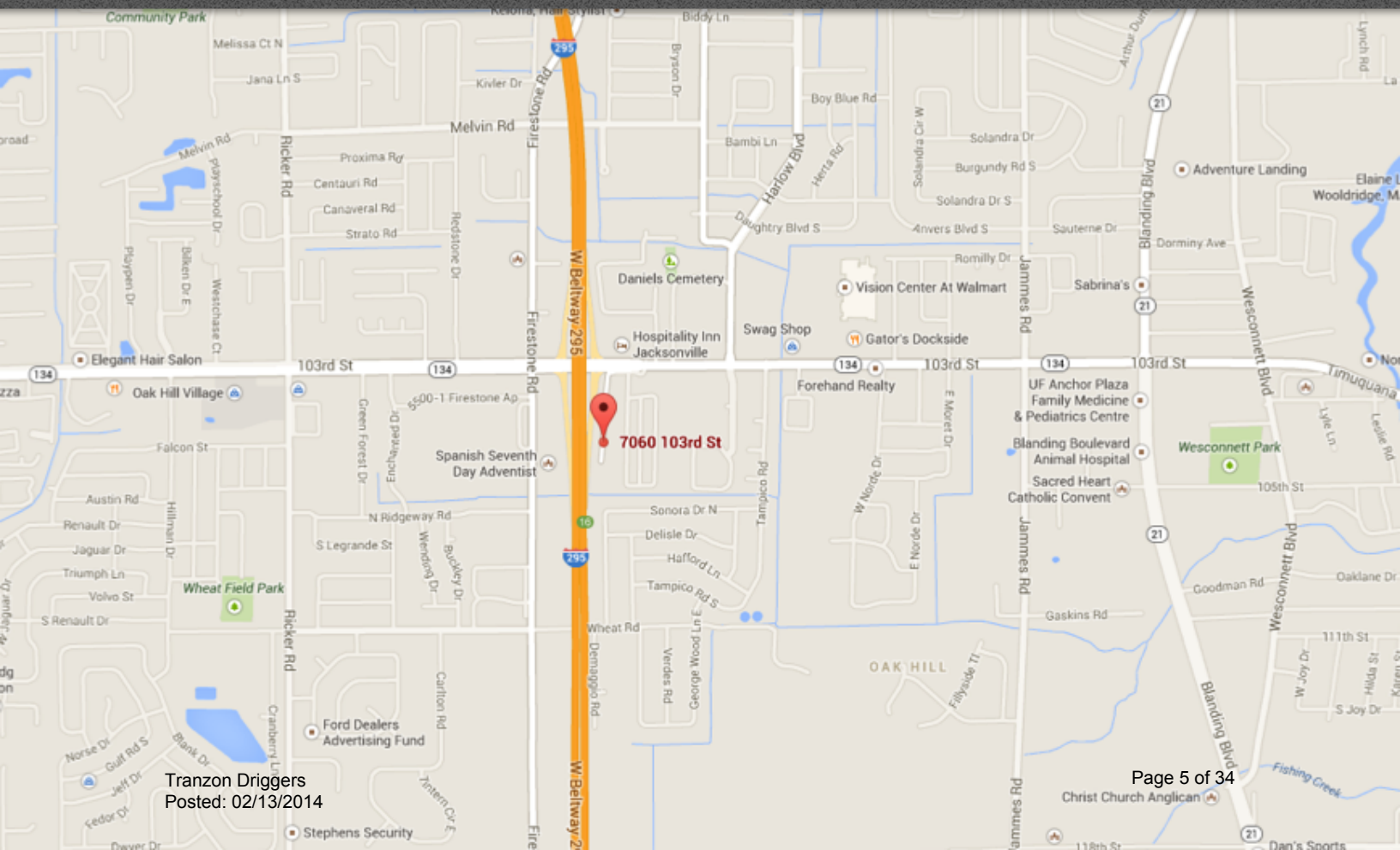
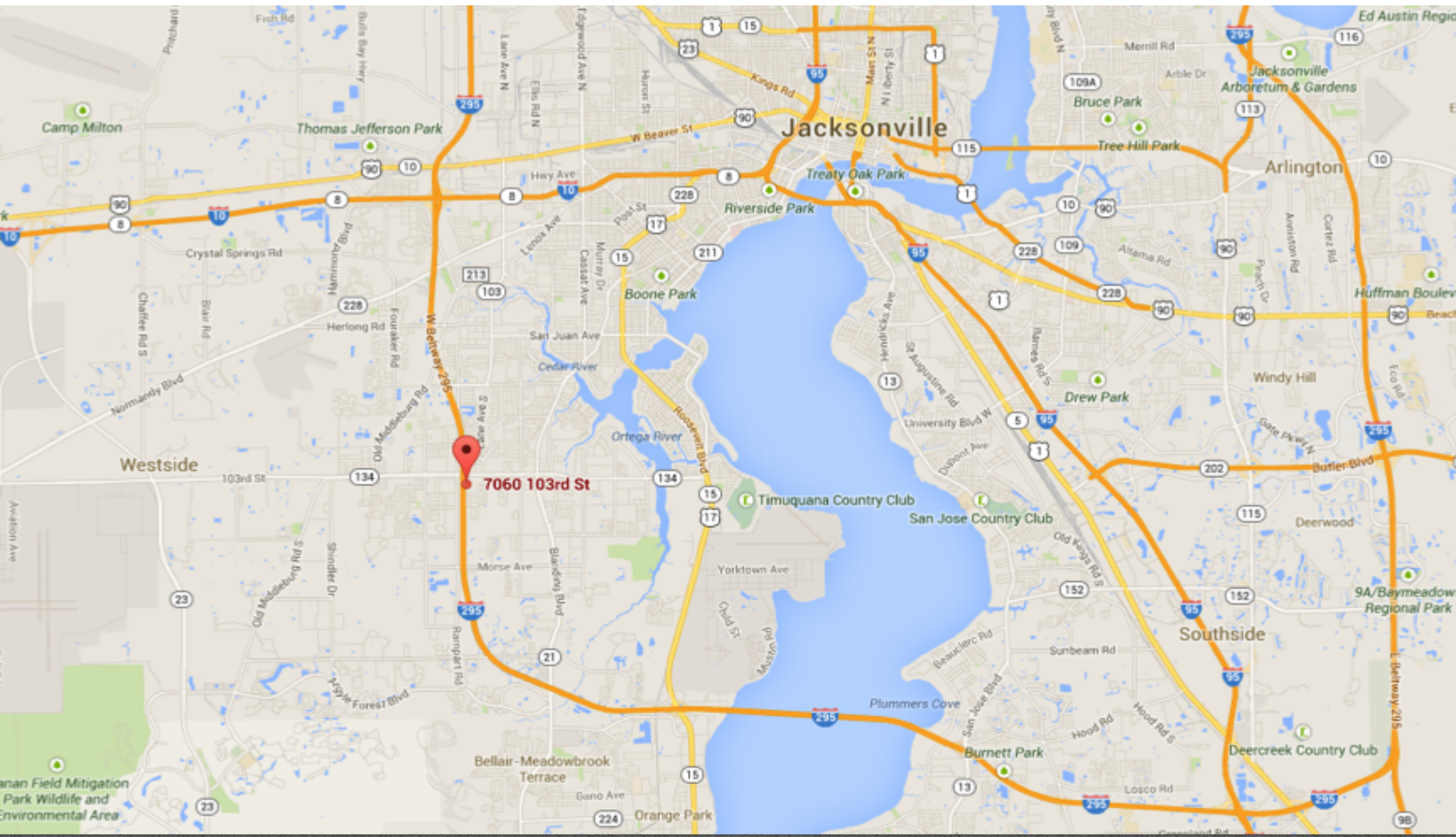
The information included is a summary of information available from a number of sources, much of which has not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed or implied, as to the accuracy or completeness of the information in this and other advertising materials shall be deemed made, and no legal commitment or obligation shall arise, by reason of this package or its contents.

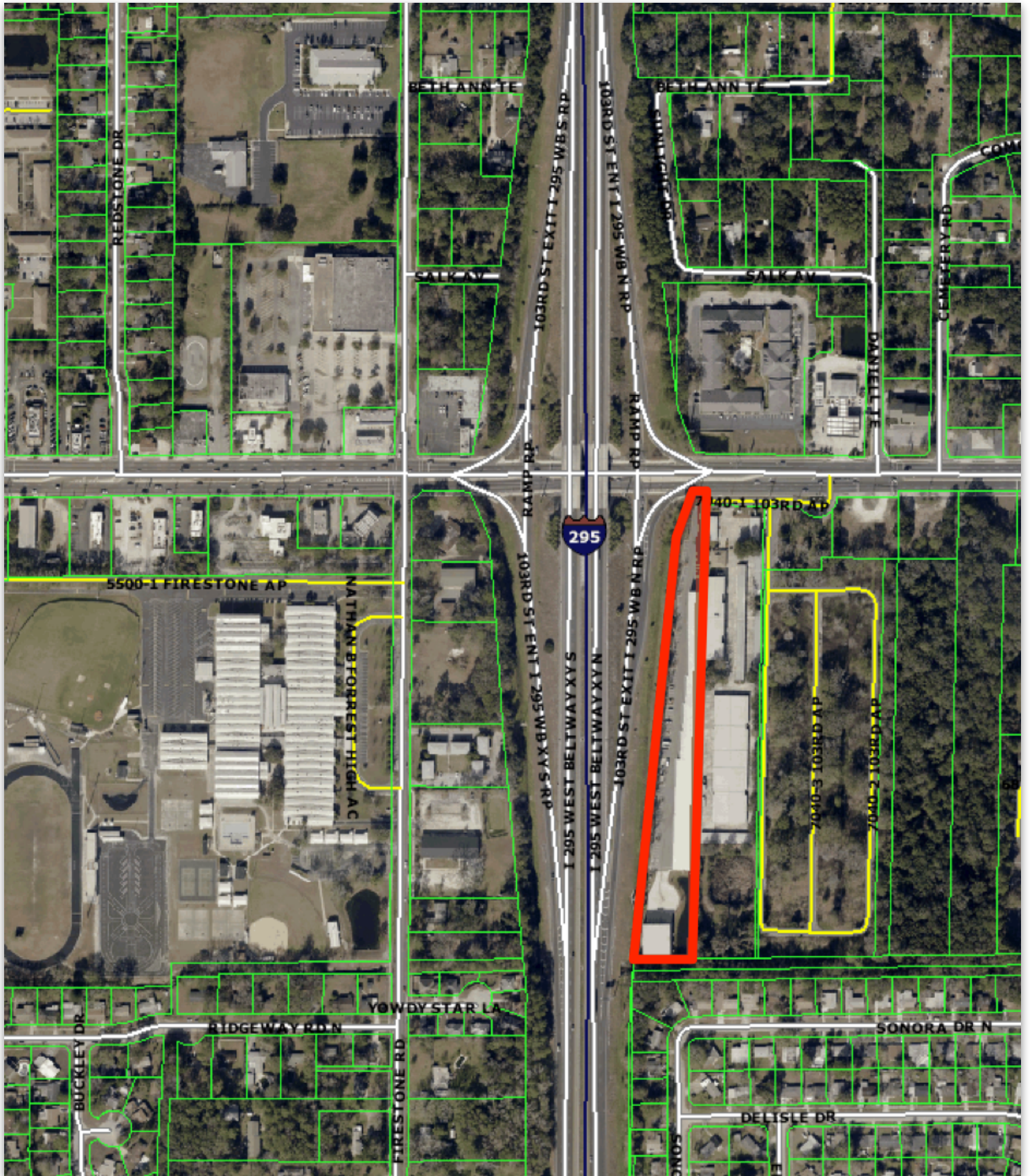
This summary has been provided only for the use of prospective bidders. Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

**The property described is being sold in "as-is, where is, with all faults" condition. Neither Tranzon Driggers, the Seller, nor their respective agents make any express or implied warranties of any kind.** This listing may be withdrawn and/or modified without notice at any time.

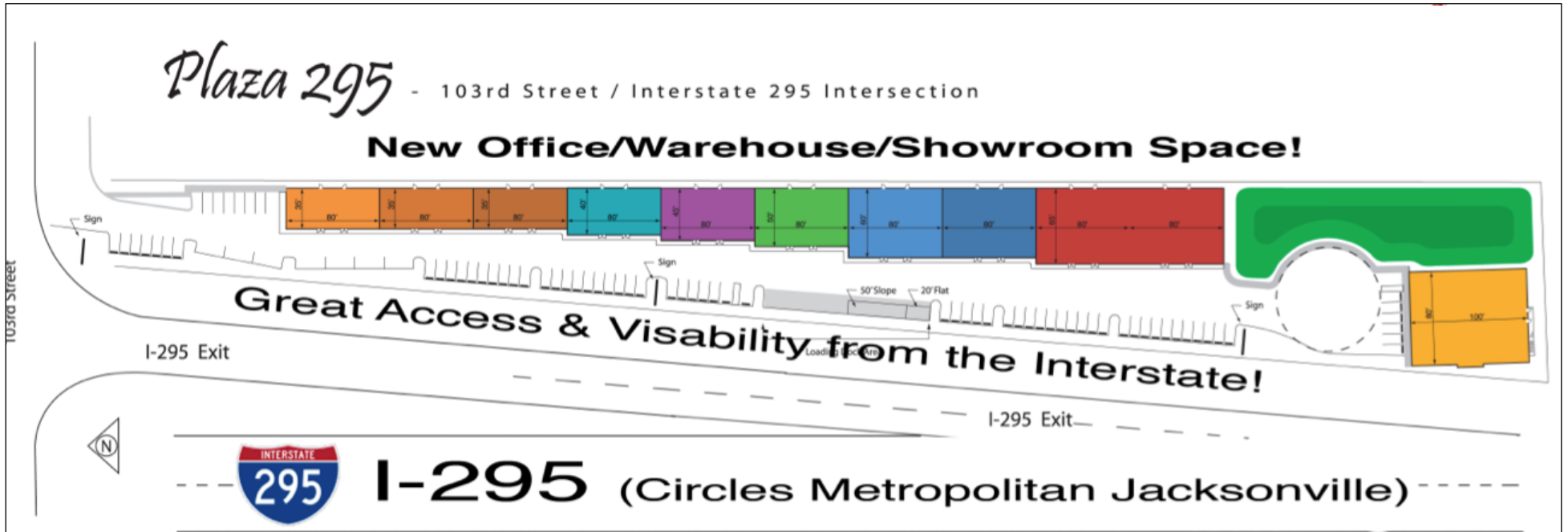
**Tranzon Driggers** is acting as agent of the seller. **Tranzon Driggers** is a member company of **Tranzon, L.L.C.** and is independently owned and operated.

# DG697 Locator Maps





DG697 Site Configuration









**RJF 103RD STREET LLC**   
 C/O RJ FINLAY & CO  
 30 TEMPLE ST STE 400  
 NASHUA, NH 03060

**Primary Site Address**  
 7060 103RD ST 100  
 Jacksonville FL 32210

**Official Record Book/Page**  
 15944-00535

**Tile #**  
 5513

**7060 103RD ST**

Property Detail

<b>RE #</b>	014434-0000
<b>Tax District</b>	GS
<b>Property Use</b>	4899 WAREHOUSE, FLEX SPACE
<b># of Buildings</b>	2
<b>Legal Desc.</b>	5-93 13-3S-25E 3.466 JACKSONVILLE HEIGHTS
<b>Subdivision</b>	00019 JAX HEIGHTS SEC
<b>Total Area</b>	150985

Value Summary

	2013 Certified	2014 In Progress
<b>Value Method</b>	Income	Income
<b>Total Building Value</b>	\$0.00	\$0.00
<b>Extra Feature Value</b>	\$0.00	\$0.00
<b>Land Value (Market)</b>	\$628,928.00	\$628,928.00
<b>Land Value (Agric.)</b>	\$0.00	\$0.00
<b>Just (Market) Value</b>	\$1,179,900.00	\$1,179,900.00
<b>Assessed Value</b>	\$1,179,900.00	\$1,179,900.00
<b>Cap Diff/Portability Amt</b>	\$0.00 / \$0.00	\$0.00 / \$0.00
<b>Exemptions</b>	\$0.00	See below
<b>Taxable Value</b>	\$1,179,900.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). Property values, exemptions and other information listed as 'In Progress' are subject to change. These numbers are part of the 2014 working tax roll and will not be certified until October. [Learn how the Property Appraiser's Office values property.](#)

**Taxable Values and Exemptions – In Progress** 

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value  
 No applicable exemptions

SJRWMD/FIND Taxable Value  
 No applicable exemptions

School Taxable Value  
 No applicable exemptions

**Sales History** 

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
<a href="#">15944-00535</a>	5/11/2012	\$1,100,000.00	SW - Special Warranty	Unqualified	Improved
<a href="#">15562-01327</a>	4/4/2011	\$300,100.00	CT - Certificate of Title	Unqualified	Improved
<a href="#">13522-01964</a>	9/13/2006	\$100.00	WD - Warranty Deed	Unqualified	Vacant
<a href="#">13363-00275</a>	6/29/2006	\$100.00	WD - Warranty Deed	Unqualified	Vacant
<a href="#">06738-01858</a>	7/14/1989	\$100.00	MS - Miscellaneous	Unqualified	Vacant
<a href="#">06619-02189</a>	11/21/1988	\$140,000.00	MS - Miscellaneous	Unqualified	Vacant
<a href="#">04832-01079</a>	2/1/1979	\$100.00	MS - Miscellaneous	Unqualified	Improved

**Extra Features** 

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	1	0	0	45,692.00	\$72,879.00
2	PVCC1	Paving Concrete	1	0	0	8,920.00	\$33,698.00
3	LPCC1	Light Pole Concrct	1	0	0	10.00	\$7,911.00
4	LITC1	Lighting Fixtures	1	0	0	30.00	\$15,677.00
5	SWSC6	Sprinkler Wet System	1	0	0	39,200.00	\$61,074.00
6	SWSC6	Sprinkler Wet System	2	0	0	16,088.00	\$25,065.00
7	ELHC6	Elevator Hydraulic	2	0	0	1.00	\$41,973.00
8	ESHC6	Elevator Stops Hydra	2	0	0	2.00	\$16,881.00

**Land & Legal** 

Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	PUD	0.00	0.00	Common	157,232.00	Square Footage	\$628,928.00

Legal

LN	Legal Description
1	5-93 13-3S-25E 3.466
2	JACKSONVILLE HEIGHTS
3	W1/2 OF TRACT 6 BLK 2
4	RECD O/R 15944-535

**Buildings** 

Building 1

Building 1 Site Address  
 7060 103RD ST  
 Jacksonville FL 32210

Element	Code	Detail
Exterior Wall	15	15 Concrete Block
Exterior Wall	16	16 Tile/Frame Stucco

<b>Building Type</b>	4809 - WHSE FLEX
<b>Year Built</b>	2009
<b>Building Value</b>	\$799,986.00

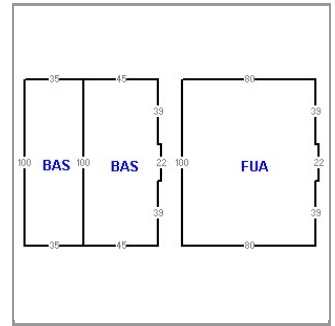
Roofing Structure	9	9 Rigid Fr/Barjoist
Roofing Cover	12	12 Modular Metal
Interior Wall	1	1 Masonry / Minimum
Interior Wall	7	7 None
Int Flooring	3	3 Concrete Finished
Heating Fuel	1	1 None
Heating Type	1	1 None
Air Conditioning	1	1 None
Comm Htg & AC	0	0 None
Comm Frame	5	5 S-Steel
Ceiling Wall Finish	7	7 NS Ceil Wall Unfn



Type	Gross Area	Heated Area	Effective Area
Base Area	20000	20000	20000
Average Office	1300	1300	2600
Unfin Loading Platform	700	0	210
Base Area	13160	13160	13160
Average Office	900	900	1800
Interior Build Out C	80	80	140
Base Area	3600	3600	3600
Interior Build Out C	64	64	112
Interior Build Out C	96	96	168
<b>Total</b>	<b>39900</b>	<b>39200</b>	<b>41790</b>

Element	Code	
Stories	1.000	
Restrooms	5.000	
Rooms / Units	19.000	
Avg Story Height	28.000	

Element	Code	Detail
Exterior Wall	15	15 Concrete Block
Exterior Wall	17	17 C.B. Stucco
Roofing Structure	9	9 Rigid Fr/Barjoist
Roofing Cover	12	12 Modular Metal
Interior Wall	5	5 Drywall
Int Flooring	14	14 Carpet
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Conditioning	4	4 Packaged Unit
Comm Htg & AC	1	1 Htg & A/C Pkg
Comm Frame	3	3 C-Masonry
Ceiling Wall Finish	5	5 S Ceil Wall Fin



Element	Code	
Stories	2.000	
Baths	20.000	
Rooms / Units	4.000	
Avg Story Height	14.000	

**Building 2**

Building 2 Site Address  
7060 103RD ST  
Jacksonville FL 32210-

<b>Building Type</b>	1701 - OFFICE 1-2 STY
<b>Year Built</b>	2009
<b>Building Value</b>	\$540,572.00

Type	Gross Area	Heated Area	Effective Area
Base Area	3500	3500	3500
Base Area	4544	4544	4544
Finished upper story 1	8044	8044	8044
<b>Total</b>	<b>16088</b>	<b>16088</b>	<b>16088</b>

**2013 Notice of Proposed Property Taxes (Truth in Millage Notice)**

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
County	\$1,179,900.00	\$0.00	\$1,179,900.00	\$10,586.24	\$13,610.50	\$12,047.60
Public Schools: By State Law	\$1,179,900.00	\$0.00	\$1,179,900.00	\$5,645.82	\$6,064.69	\$6,397.06
By Local Board	\$1,179,900.00	\$0.00	\$1,179,900.00	\$2,371.42	\$2,652.42	\$2,686.99
FL Inland Navigation Dist.	\$1,179,900.00	\$0.00	\$1,179,900.00	\$36.39	\$40.71	\$39.17
Water Mgmt Dist. SJRWMD	\$1,179,900.00	\$0.00	\$1,179,900.00	\$349.49	\$387.36	\$387.36
Gen Gov Voted	\$1,179,900.00	\$0.00	\$1,179,900.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$1,179,900.00	\$0.00	\$1,179,900.00	\$0.00	\$0.00	\$0.00
			<b>Totals</b>	<b>\$18,989.36</b>	<b>\$22,755.68</b>	<b>\$21,558.18</b>
	<b>Just Value</b>	<b>Assessed Value</b>	<b>Exemptions</b>	<b>Taxable Value</b>		
<b>Last Year</b>	\$1,054,900.00	\$1,054,900.00	\$0.00	\$1,054,900.00		
<b>Current Year</b>	\$1,179,900.00	\$1,179,900.00	\$0.00	\$1,179,900.00		

**Property Record Card (PRC)**

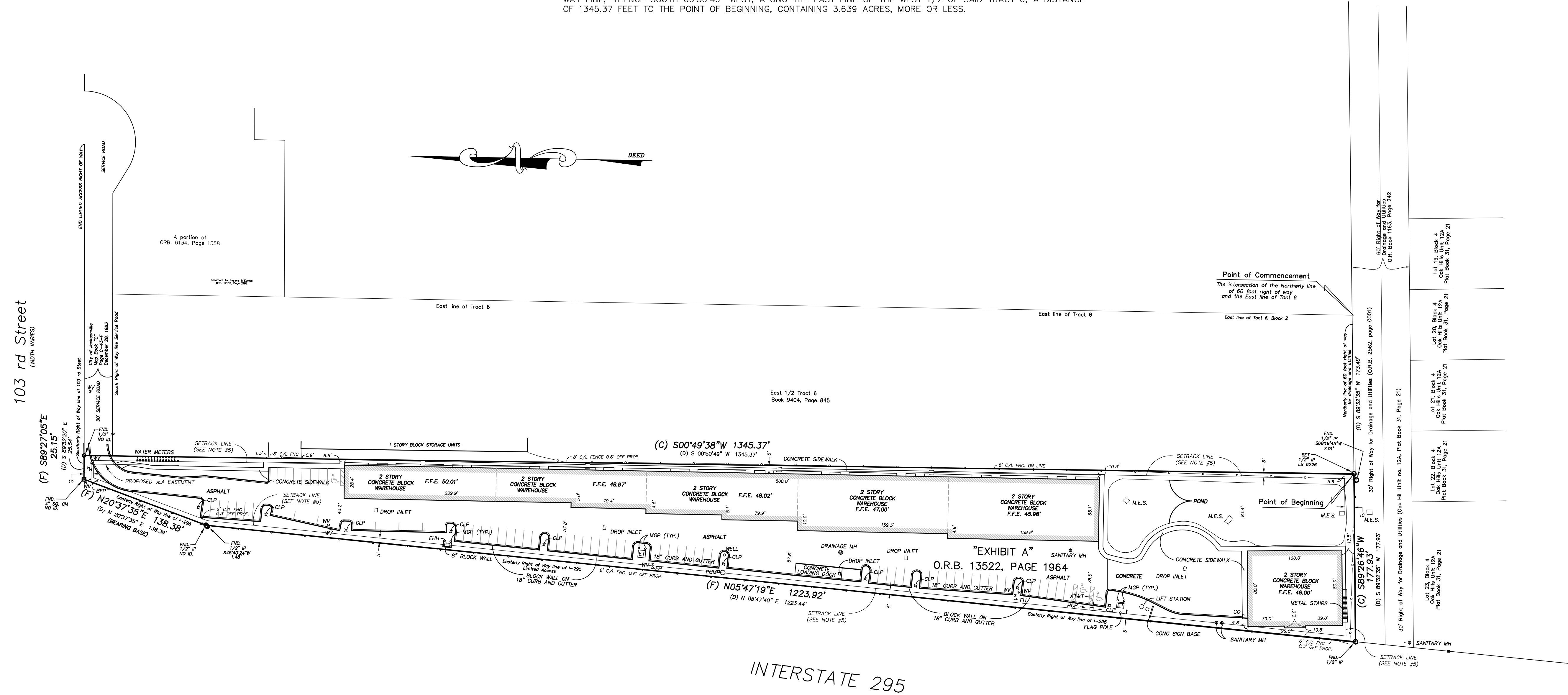
The Property Appraiser's Office (PAO) provides historical property record cards (PRCs) online for 1995-2005. The PAO no longer maintains a certified PRC file due to changes in appraisal software; therefore, there are no PRCs available online from 2006 forward. You may print this page which provides the current property record. (Sections not needed)

THIS DRAWING IS THE INSTRUMENT OF SERVICE AND PROPERTY OF ATLANTIC-GULF SURVEYING CO., INC. ANY USE OR REPRODUCTION WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THIS CORPORATION IS PROHIBITED.

## MAP SHOWING A BOUNDARY SURVEY OF:

EXHIBIT "A" FROM WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 13522, PAGE 1964  
LEGAL DESCRIPTION

THE WEST 1/2 TRACT 6, BLOCK 2, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 25 EAST, AS RECORDED IN PLAT OF JACKSONVILLE HEIGHTS AS RECORDED IN PLAT BOOK 5 PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, EXCEPT THAT PART LYING WITHIN THE RIGHT OF WAY OF JACKSONVILLE TRANSPORTATION AUTHORITY RIGHT OF WAY OF WAY 1-295 AND THAT PART LYING WITHIN THE RIGHT OF WAY 103RD STREET AND THE SOUTHERLY 30 FEET THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF A 60 FOOT RIGHT OF WAY FOR DRAINAGE AND UTILITIES WITH THE EAST LINE OF SAID TRACT 6; THENCE RUN SOUTH 89°32'35" WEST, ALONG THE NORTHERLY LINE OF SAID DRAINAGE RIGHT OF WAY, A DISTANCE OF 173.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°32'35" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 177.93 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID 1-295; THENCE NORTH 05°47'40" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1223.44 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE CONTINUE NORTH 20°37'35" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 138.39 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 103RD STREET; THENCE SOUTH 89°52'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.54 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 6 AND AN ANGLE POINT IN SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 00°50'49" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 6, A DISTANCE OF 1345.37 FEET TO THE POINT OF BEGINNING, CONTAINING 3.639 ACRES, MORE OR LESS.



### SURVEYOR'S REPORT AND NOTES:

- THIS IS A BOUNDARY SURVEY.
- BOUNDARY IS BASED ON THE LEGAL DESCRIPTION OF SUBJECT PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 13522, PAGE 1964, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING THE SAME PROPERTY DESCRIBED IN EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED IN NOTE 4 BELOW AND THE CAPTION HEREON.
- BEARING BASE FOR BEARINGS SHOWN AS FOUND (F) OR CALCULATED (C) IS THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY, SAID LINE HAVING A BEARING N20°37'35"E.
- SUBJECT SURVEY WAS REVISED WITH THE BENEFIT OF TITLE COMMITMENT BY FIRST NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 3853653; CUSTOMER REFERENCE FN12-18/103rd STREET (46539;VLC); EFFECTIVE DATE: APRIL 09, 2012 at 5:00 PM.  
THE DISPOSITION OF MATTERS OF SURVEY INCLUDED IN SCHEDULE B, EXCEPTIONS TO COVERAGE, OF SAID TITLE POLICY ARE AS FOLLOWS:  
ITEM 7. All Rights of Ingress, Egress, Light, Air and View Rights recorded in Book 2819, Page 619. (Area described is now within the Right of Ways of 1-295 and 103rd St.)
- SETBACK LINES SHOWN HEREON ARE BASED ON PUD ORDINANCE #2007-846, CITY DEVELOPMENT #7015.001, PROVIDED BY ASHCO.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS BEST DETERMINED FROM F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NUMBER 120077 0150 E, DATED 8/15/1989.

ABBREVIATIONS:	
N	NORTH
S	SOUTH
E	EAST
W	WEST
(P)	PLAT
(F)	FOUND
(C)	CALCULATED
(D)	DEED
I.P.	IRON PIPE
R	RADIUS
Ch	CHORD
Brn	BEARING
L	ARC LENGTH

ABBREVIATION	DESCRIPTION
BFP	BACK FLOW PREVENTER
CO	CLEAN OUT
C/L	CHAIN LINK
CLP	CONCRETE LIGHT POLE
EHH	ELECTRIC HAND HOLE
ET	ELECTRIC TRANSFORMER
F.F.E.	FINISHED FLOOR ELEVATION
FNC	FENCE
HCP	HANDICAPPED PARKING
M.E.S.	MITERED END SECTION
MGP	METAL GUARD POST
MH	MANHOLE
PROP.	PROPERTY
TYP.	TYPICAL
WM	WATER METER
WV	WATER VALVE

CERTIFIED AS BEING CORRECT TO:  
CWES V, LLC  
RJF - 103rd Street, LLC  
CRM Florida Properties, LLC  
Rogers Towers, P.A.  
Fidelity National Title Insurance Company

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES P. DELCAMPRE, P.S.M., FL.REG. #5100

LEGEND

DATE OF SURVEY	REVISED WITH A NEW TITLE COMMITMENT AND CERTIFICATIONS.
6-30-08	5/03/12
7-11-08	
DATE	DATE
7/30/09	7/30/09
CONSTRUCTION	CONSTRUCTION
CONSTRUCTION	CONSTRUCTION

CLIENT  
RJ Finlay & Co.

ATLANTIC-GULF SURVEYING CO., INC.  
LAND AND ENGINEERING SURVEYS  
LICENSED BUSINESS NO. 6226  
5736 TIMUQUANA ROAD, JACKSONVILLE, FLORIDA 32210  
PHONE NO. (904) 771-6412 - FAX (904) 778-8578

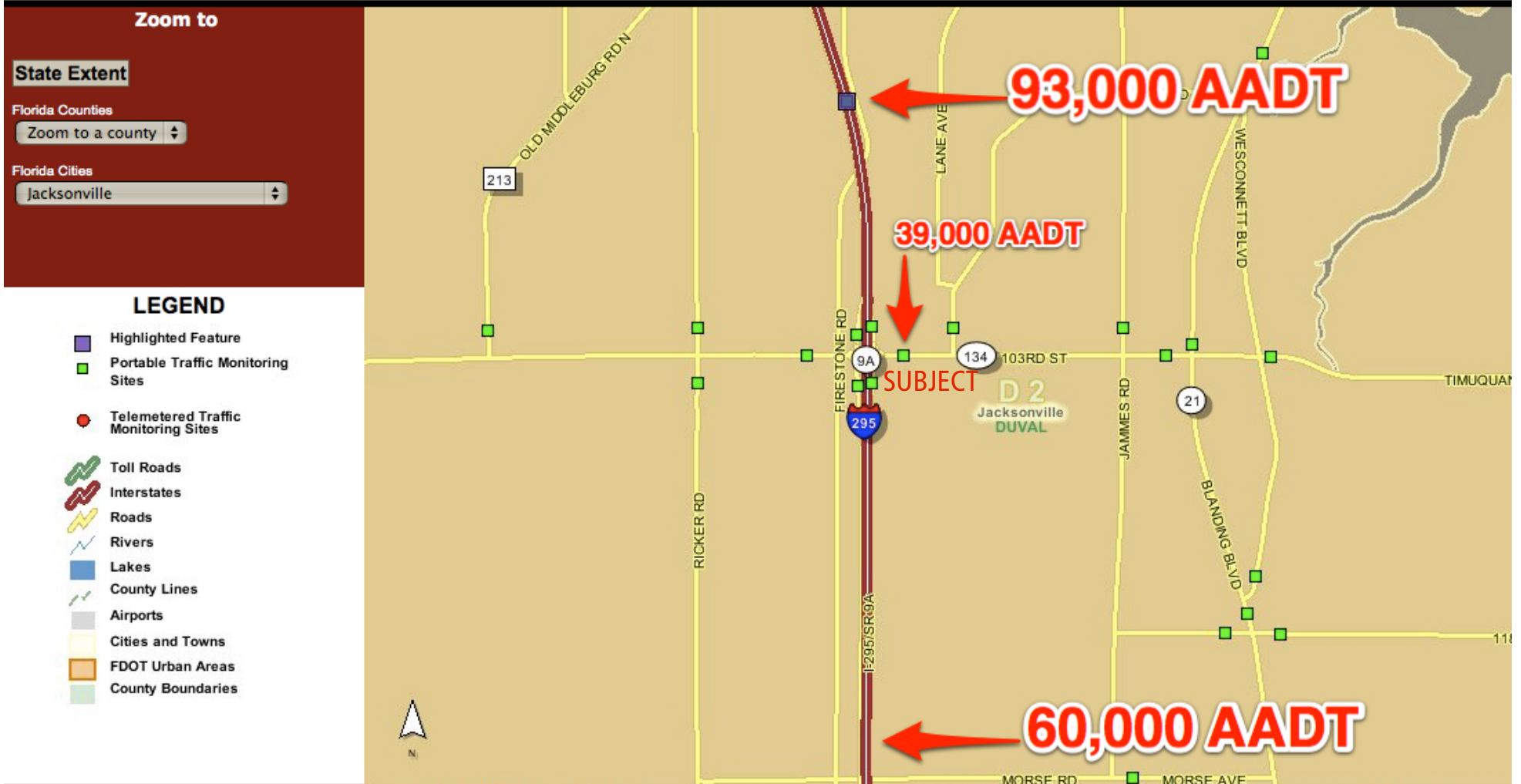


PROJECT NO.  
S2005

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID



# FDOT Florida Traffic Online (2012)



**Akerman LLP**  
50 N. Laura Street, Suite 3100  
Jacksonville, FL 32202  
Phone: 904-798-3700  
Fax: 904-798-3730

Fidelity National Title Insurance Company

Revised: 2/3/2014

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 4670243

Customer Reference: 277779

1. Effective Date: January 28, 2014 at 5:00 PM

2. Policy or Policies to be issued:	Premium: \$TBD
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A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

RJF-103rd Street, LLC, a Florida limited liability company

5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:

A. Duly executed Special Warranty Deed from RJF-103rd Street, LLC, a Florida limited liability company, Grantor, to To Be Determined, Grantee, conveying the land described on Schedule A hereof.

The Company will require the following as to RJF-103rd Street, LLC, a Florida limited liability company: ("LLC"):

i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing

the deed have filed bankruptcy since the LLC acquired title.

iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

3. The name(s) of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
4. When the Company has been provided the amount of the full insurable value of the land and the Company has agreed to that value, Schedule A will be amended accordingly.

NOTE: 2013 Real Property Taxes in the gross amount of \$24,680.68 are Paid, under Tax I.D. No. 014434-0000.

#### **END OF SCHEDULE B SECTION I**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Rights of ingress, egress, light, air and view as set forth in Deed from Roy A. Brown and wife Evelyn D. Brown to the State of Florida recorded in Official Records Book 2819, Page 619, Public Records of Duval County, Florida.
6. Disclaimer of Liability for Maintenance and Enforcement (Unopened and Unimproved Right-of-Ways) recorded in Official Records Book 13898, Page 1973, and re-recorded in Official Records Book 13904, Page 914, Public Records of Duval County, Florida.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of Duval County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 200 W. Forsyth Street , Suite 1710, Jacksonville, FL 32202; Telephone 904-633-9494.

Searched By: Susan Masdea

**END OF SCHEDULE B SECTION II**

The West 1/2 Tract 6, Block 2, Section 13, Township 3 South, Range 25 East, as recorded in plat of Jacksonville Heights as recorded in Plat Book 5, Page 93, of the current Public Records of Duval County, Florida, EXCEPT that part lying within the right of way of Jacksonville Transportation Authority right of way of I-295 and that part lying within the right of way 103rd Street and the Southerly 30 feet thereof and being more particularly described as follows: For a point of reference, commence at the intersection of the Northerly line of a 60 foot right of way for drainage and utilities with the East line of said Tract 6; thence run South 89°32'35" West, along the Northerly line of said drainage right of way, a distance of 173.49 feet to the Point of Beginning; thence continue South 89°32'35" West, along said Northerly right of way line, a distance of 177.93 feet to an intersection with the Easterly right of way line of said I-295; thence North 05°47'40" East, along said Easterly right of way line, a distance of 1223.44 feet to an angle point in said right of way; thence continue North 20°37'35" East, along said Easterly right of way line, a distance of 138.39 feet to the Southerly right of way line of 103rd Street; thence South 89°52'20" East, along said Southerly right of way line, a distance of 25.54 feet to the East line of the West 1/2 of said Tract 6 and an angle point in said Southerly right of way line; thence South 00°50'49" West, along the East line of the West 1/2 of said Tract 6, a distance of 1345.37 feet to the Point of Beginning.



## Important Dates & Facts:

**Prop #:** DG697  
**Auction Date:** February 26, 2014  
**Auction Time:** 1 pm ET  
**Auction Location:** At Property or Bid Online  
**Previews:** February 19, 2014 at 11 am ET & February 26, 2014 at 11 am ET  
**Bidding Deposit:** \$25,000 cashier's check or wire transfer & submit online bidding registration form  
**Additional Deposit:** Balance of 10% deposit due via wire transfer by end of next business day after being notified as successful bidder  
(Payable to Escrow Agent)  
**Escrow Agent:** Fidelity National Title Insurance Company  
**Closing Date:** On or before March 28, 2014

Bidding may be performed in person or online. Please be prompt as it only takes minutes to sell a property. There will be an explanation of the bidding process before the auction starts.

### Concerning Conditions:

**Tranzon Driggers** is acting as agent of the seller. The auctioneer's decision is final in the event of a dispute over any matter. The auctioneer reserves the right to: (A) revoke the bidding privileges of any bidder at any time; (B) refuse any bid which is merely a fractional advance over the preceding bid; (C) postpone or cancel the auction, to withdraw the property from auction and to change or alter the terms of the auction upon announcement prior to or during the course of the auction, without prior notice; (D) choice, group, add to, withdraw from, or change the selling order of the properties; (E) not accept a highest bid as the successful bid due to Seller's reserve not being met or for any other reason; (F) re-open the bidding in the event of a tie; and (G) waive, revise or otherwise amend any previously announced requirements.

All announcements made from the auction block supersede any printed material or any other statements made previously. The property is being sold in "as is, where is" condition subject to "all faults". You are urged to thoroughly inspect the property before submitting bids in the auction. The bidder/buyer must rely on his/her own information, inspection of records and determination to bid.

### Concerning Terms:

- A 10% buyer's premium will be added to the final bid and will be included in the Full Purchase Price.
- Closing will be on or before the date indicated above.
- Buyers should have all tests and inspections (including lead-based paint) completed prior to placing bids in the auction.
- Seller will provide deed type specified in the contract.
- Buyer will be responsible for title insurance, documentary stamps, recording the deed, settlement fee, and any other disclosed costs associated with the transaction.

### How to Bid:

In order to place bids in person you must complete a bidder registration form on-site and present the bidding deposit in the amount above made payable to the escrow agent indicated above. To place bids online you must complete an online registration form and submit your deposit via wire transfer to the Tranzon Driggers Escrow Account before the deadline as indicated on the online registration form.

Upon declaration that you are the successful bidder, you will immediately surrender your bidding deposit and execute the Contract for Purchase and Sale of Real Estate. The balance of the 10% deposit is due via wire transfer by end of next business day after being notified as successful bidder.

If you are not the high bidder, simply re-deposit your certified check back into your bank.

### Broker Participation:

**Tranzon Driggers** encourages cooperating brokerage participation with licensed real estate brokers.

- A commission of two percent (2%) of the high bid will be paid at closing by **Tranzon Driggers** to a cooperating buyer's broker who registers the successful buyer who closes on the property. (No commission will be paid if the buyer fails to close).
- Broker must register his/her client by mail, email or fax with:

#### **Tranzon Driggers**

One NE 1st Avenue, Suite 301

Ocala, FL 34470

Fax 352.369.9295

email: soldnow@tranzon.com

- Completed registration must be received prior to auction day. **The form must be signed by both the broker and the client.**
- **Broker/Sales Associate must attend the auction with the Client.**
- Registration must be on the Broker/Client Registration form provided specifically for this auction property.
- **Brokers acting as principals are not eligible for this commission.**
- There can be NO EXCEPTIONS to this procedure.

Rev. 1/16/13

**CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (“CONTRACT”)**

TRANZON DRIGGERS, as agent (the “Agent”) for RJF-103<sup>rd</sup> Street, LLC, a Florida limited liability company, hereinafter called the “Seller,” hereby acknowledges the successful bidder, hereinafter called the “Buyer,” to be:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

for the purchase of the property identified as Auction Property DG697, more particularly described on **Exhibit A**, attached and made a part hereof (the “Land”), together with all improvements thereon, hereinafter called “Property” or “the Property”, upon the conditions and terms as follows:

Purchase price calculated as:

High Bid: \$ \_\_\_\_\_

Buyer’s Premium: \$ \_\_\_\_\_

Full Purchase Price: \$ \_\_\_\_\_

Earnest Money Deposit (the “Deposit”): \$ \_\_\_\_\_ (defined as ten percent (10%) of Full Purchase Price, above) due via wire transfer by end of business on \_\_\_\_\_, which shall apply as part of the Full Purchase Price and shall be held in escrow pending closing of this transaction by Fidelity National Title Insurance Company (the “Escrow Agent”).

Escrow Agent address and contact information:

Address: 2400 Maitland Center Parkway, Suite 110  
Maitland, Florida 32751  
Contact: Erica Mihalenko  
Phone: (877) 947-5483  
Email: Erica.Mihalenko@FNF.com

1. Prior to the Closing of this transaction, the Seller shall have obtained from Fidelity National Title Insurance Company, a commitment for an owner’s policy of title insurance agreeing to insure title to the Land, with Buyer being responsible to pay the title insurance premium and the costs of all lender’s or owner’s endorsements or coverages due thereon at closing for the issuance of a title insurance policy based on the title insurance commitment, and Seller being responsible to pay the title search fee to have the title company issue such initial title commitment. Provided however, if Buyer so elects by notice to Seller within five (5) days of the Effective Date of this Contract, Buyer may at its option arrange for issuance of a title insurance policy and related title commitment at the sole cost and expense of the Buyer through Fidelity National Title Insurance Company or an agent thereof selected by Buyer. In the event the title shall be proven to be unmarketable, the Seller shall have a period of forty-five (45) days after notification thereof within which to elect to cure defects in title at Seller’s discretion (“Curative Period”), and this sale shall be closed within ten (10) days after notice that the title defects are cured. Upon Seller’s failure to correct, or Seller’s election not to cure, unmarketability within the time specified after exercising reasonable diligence, at Buyer’s option, the Deposit shall be returned to the Buyer and neither party shall have any further obligations to the other hereunder or Buyer may waive Buyer’s objection to the title and close with the title “As Is.” Buyer shall make the election in writing within five (5) days from the expiration of the first to occur of (a) the expiration of the Curative Period or (b) five (5) days after Seller informs Buyer that Seller elects not to cure or cannot cure such defects, failing which the Deposit shall be returned to the Buyer and neither party shall have any further obligations to the other hereunder.

2. Subject to the aforesaid Curative Period, this sale shall be closed on or before March 28, 2014, time being of the essence, and in no event shall closing occur more than thirty (30) days after the auction by which the Property is to be sold.

3. Seller agrees to convey title to the Property to the Buyer at closing by Special Warranty Deed, free and clear of all encumbrances, assessments or liens except: 2014 and subsequent years property taxes and assessments, and all easements, zoning restrictions, rights of way, reservations of record, covenants, restrictions and any other matters of record.

4. **DISCLOSURES:**

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (c) **ENERGY BROCHURE:** Buyer acknowledges that as a prospective purchaser of real property with a building for occupancy located thereon, pursuant to Section 553.996, F.S., Buyer shall be provided information at the time of or before the Buyer's execution of the contract for sale and purchase which notifies the purchaser of the option for an energy-efficiency rating on the building. Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (d) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHALL NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (e) **REAL PROPERTY SALES DISCLOSURE:** Buyer acknowledges that Buyer has received, reviewed, and executed that certain Real Property Sales Disclosure attached hereto as **Exhibit B** (the "Real Property Sales Disclosure").

5. The Buyer shall be responsible for required documentary stamps and transfer fees/taxes as well as the expense of recording the deed and all title premiums and endorsement fees, as applicable, pursuant to Section 1 (above). Taxes and other assessments and adjustments shall be prorated as of the date of closing, with the taxes and other assessments and adjustments on the closing date and thereafter being the responsibility of Buyer.

6. The Seller agrees to pay the Agent using all or a portion of the Buyer's Premium as provided for in the Exclusive Real Estate Listing Agreement (the "**Agreement**") according to the terms of the Agreement existing between them, at the time of closing this transaction and Agent shall be responsible for paying any and all co-brokerage commissions due in connection with this transaction. Broker may claim a lien against the net proceeds due Seller for its brokerage commission in accordance with the Florida Commercial Real Estate Sales Commission Lien Act. If the Buyer fails to perform this Contract within the time herein specified, time being of the essence in this Contract, the Deposit made by the Buyer shall be forfeited, and the amount of such Deposit shall be delivered to the Seller as liquidated damages for Buyer's failure to close, the parties agreeing that said liquidated damages are a reasonable remedy to Seller and not a penalty to Buyer as Seller's damages would be difficult to ascertain. If Seller

defaults under this Contract, (other than by reason of Buyer's default), after Seller is given notice of said default and the opportunity to cure the same, Buyer's exclusive remedy shall be either (a) to terminate this Contract and receive a refund of the Deposit or (b) to bring an action against Seller for specific performance of this Contract within fifteen (15) days of the date of Seller's alleged default, and Buyer hereby waives any claim for damages against the Seller for such default or failure to close.

7. If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now exists through the use of applicable insurance coverage, if any, within a period of one hundred eighty (180) days thereafter, the Seller shall so restore the improvements and the closing date herein above set shall be extended accordingly, but if not covered one hundred percent (100%) by insurance or such restoration is not completed after exercise of reasonable diligence within that time and Buyer does not waive its objection to the same condition, this Contract may be cancelled by either party and neither shall have any further obligations to the other hereunder.

8. The words "Agent", "Buyer", and "Seller" herein employed shall include their respective heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

9. This Contract shall be effective on the date on which the last of the parties initials and executes this Contract (the "**Effective Date**"). If this Contract is not signed by Buyer and Seller on or before February 28, 2014, any monies deposited by the Buyer shall be refunded and neither party shall have any further obligations to the other hereunder.

10. The Buyer may, prior to the closing date, have the Property surveyed at Buyer's expense. Sale of the Property shall not be contingent on results of any surveys or inspections and Buyer agrees and understands that the Property is being sold on an "as-is, where-is and with all faults" basis, which provision shall survive closing and delivery of the deed of conveyance.

11. Buyer acknowledges Buyer has not relied upon Broker's or Seller's estimate of square footage of the Property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern to the Buyer, the Buyer is advised to personally measure the Property.

12. Due to the unpredictable and constantly changing status of the municipal, county and state regulations of property development, the Seller and Agent involved in this transaction have found it necessary to clarify their duties and obligations with regard to the sale or lease of the Property. The Buyer recognizes that the city and/or county where the Property is located has a Comprehensive Plan. It is the Buyer's obligation to contact the appropriate local government department(s) to determine how the Property may be affected by the Comprehensive Plan and take any necessary action to ensure compliance with the Comprehensive Plan. Additionally, the Property may be affected by restrictive covenants, zoning, and/or other land use restrictions. If so, it shall be the Buyer's responsibility to inquire about them in no less a degree than as hereinafter provided. Buyer is hereby advised that it is the Buyer's responsibility to determine whether or not the Property lies within the city or only the county. Both may have separate zoning and/or land use regulations, which would affect the Property. It shall also be the Buyer's sole responsibility to inquire about any state and local governmental zoning and land use regulations and restrictive covenants to determine whether the Property is in compliance with all state and local government laws, codes and ordinances, and restrictive covenants. The Buyer understands that the Seller and Agent make no representations as to whether the Property is suitable for any particular use, including the present use, and that the Buyer shall be solely obligated to make any and all necessary inquiries with the appropriate governing bodies to determine compliance with all applicable zoning, land use regulations, and restrictive covenants. The Buyer understands that the Property is being sold on an "as-is, where-is" basis, with all faults, without any representation or warranty as to the physical condition of the Property. The Buyer further releases the Seller and the Agent for any statements or comments made in relation to the potential use of the Property.

13. The Buyer may be responsible for the maintenance of roads and related drainage, if any, serving the Property, and unless there is an ownership interest in or a recorded acceptance of maintenance responsibilities

for such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance and Buyer shall make all desired investigations of the same.

14. The Buyer has personally inspected the Property and acknowledges that by entering into this Contract Buyer is agreeing to accept the Property in its "AS IS, WHERE IS" condition, WITH ALL FAULTS and releases Seller and Agent from any and all liability relating to any defect or deficiency affecting said Property, known or unknown, express or implied, said release shall survive the closing of this transaction and delivery of the deed of conveyance. Buyer acknowledges and agrees that, except as expressly provided in this Contract or in any closing document delivered by Seller, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information.

15. This Contract is not contingent upon the Buyer obtaining financing.

16. This Contract may not be assigned by the Buyer without the written consent of the Seller.

17. The Agent conducts business in accordance with the Fair Housing Act and does not discriminate against any person or entity on the basis of race, color, religion, sex, familial status, or national origin.

18. No agreements, unless expressly set forth in this Contract or incorporated into this Contract as an attached exhibit or addendum to this Contract, shall be binding upon the Agent, Buyer, or Seller.

19. THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE OR ANY OTHER ACTION OR MATTER RELATING TO THIS CONTRACT. In all matters or for any dispute or any other action or matter relating to this Contract, venue shall be in Duval County, Florida.

20. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. Counterpart signature pages transmitted via fax or e-mail shall be deemed to be originals for all purposes.

21. Addendum N/A attached and made a part hereof or no addendum attached.

*{Signature page follows}*

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.  
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

ABOVE CONTRACT HEREBY CONFIRMED AND AGREED TO BY THE UNDERSIGNED

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

SAMPLE

**SELLER:** **RJF-103<sup>RD</sup> STREET, LLC**, a Florida  
limited liability company

By: **R.J. FINLAY MANAGEMENT  
COMPANY, LLC**, its manager

By: \_\_\_\_\_  
Name: Robert J. Finlay, its manager

DATE: \_\_\_\_\_

SAMPLE

**AGENT: TRANZON DRIGGERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DATE: \_\_\_\_\_

SAMPLE



**Exhibit A**

## Legal Description of the Land

The West 1/2 Tract 6, Block 2, Section 13, Township 3 South, Range 25 East, as recorded in plat of Jacksonville Heights as recorded in Plat Book 5, Page 93, of the current Public Records of Duval County, Florida, EXCEPT that part lying within the right of way of Jacksonville Transportation Authority right of way of I-295 and that part lying within the right of way 103rd Street and the Southerly 30 feet thereof and being more particularly described as follows: For a point of reference, commence at the intersection of the Northerly line of a 60 foot right of way for drainage and utilities with the East line of said Tract 6; thence run South 89°32'35" West, along the Northerly line of said drainage right of way, a distance of 173.49 feet to the Point of Beginning; thence continue South 89°32'35" West, along said Northerly right of way line, a distance of 177.93 feet to an intersection with the Easterly right of way line of said I-295; thence North 05°47'40" East, along said Easterly right of way line, a distance of 1223.44 feet to an angle point in said right of way; thence continue North 20°37'35" East, along said Easterly right of way line, a distance of 138.39 feet to the Southerly right of way line of 103rd Street; thence South 89°52'20" East, along said Southerly right of way line, a distance of 25.54 feet to the East line of the West 1/2 of said Tract 6 and an angle point in said Southerly right of way line; thence South 00°50'49" West, along the East line of the West 1/2 of said Tract 6, a distance of 1345.37 feet to the Point of Beginning.

SAMPLE

**Exhibit B**

Real Property Sales Disclosure

(See Attached)

SAMPLE

# REAL PROPERTY SALES DISCLOSURE

To: \_\_\_\_\_, **BUYER** of that certain commercial parcel described as follows, to wit: **Property: DG697**

SELLER: RJF – 103rd Street, LLC

At such time as the above-referenced transaction is closed, additional sums may be demanded from you as Buyer, in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and checked are those items which may be payable pursuant to the contract which you are about to sign. Dollars amounts, if shown, are approximate. **Final figures will be compiled by the closing agent.**

- |  |   |
|--|---|
| (x) 1. Documentary Stamps on Deed                        | <u>\$7.00/\$1,000</u>   |
| ( ) 2. Documentary Stamps on New Note                    | _____   |
| ( ) 3. Intangible Tax on New Note                        | _____   |
| (x) 4. Proration of Taxes & HOA/COA Fees (if applicable) | <u>as of closing date</u>   |
| (x) 5. Recording Deed                                    | <u>\$10 for first page and \$8.50 for each additional page</u>                                      |
| (x) 6. Title Insurance/Closing Services                  | <u>Buyer's responsibility</u>   |
| ( ) 7. Recording of Mortgage and Note                    | _____   |
| (x) 8. Settlement Fee                                    | <u>If Seller's counsel closes the transaction, buyer's settlement fee shall not exceed \$125.00</u> |
| (x) 9. Non-Interest Bearing Escrow Account Fee           | <u>\$250.00, one-half paid by Seller and one-half paid by Buyer</u>                                 |

**Buyer acknowledges** that this instrument has been read and signed before any Contract for Purchase and Sale of Real Estate referred to herein has been signed. Buyer understands the real estate broker, **Tranzon DRIGGERS is working as agent for the seller** named above and will receive a commission from the seller on this sale.

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**ENERGY EFFICIENCY RATING:** Pursuant to Florida Statutes section 553.996, Buyer may at his/her discretion have the energy efficiency rating of the building being purchased determined. Any inspection rating determined shall be at Buyer's expense. This purchase is NOT contingent upon the Buyer's approval of the rating. Rating, if determined, shall be for Buyer's information. Buyer acknowledges that this notice, was signed and a Department of Community Affairs brochure on the Florida Building Energy Efficiency Rating System, was received at the time of, or prior to, buyer signing the sales contract referenced above.

Dated this 26th day of February, 2014

Signed in the presence of:

**BUYER(S):**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**AGENT: Tranzon DRIGGERS, Licensed Real Estate Broker**

RATES: Deed Doc. Stamps = \$7.00/1000; Mortgage Doc. Stamps = \$3.5/1000; Intangible Tax = \$2/1000;  
Recording = \$10 for the 1<sup>st</sup> page, plus \$8.50 for each additional page. Rev: 2-23-2012



**EARNEST MONEY ESCROW AGREEMENT**  
(Non-Interest Bearing)

Escrow Number: \_\_\_\_\_

This ESCROW AGREEMENT (this “**Agreement**”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2014, by and among **FIDELITY NATIONAL TITLE INSURANCE COMPANY** (“**Escrow Agent**”), \_\_\_\_\_ (“**Buyer**”) and **RJF-103<sup>RD</sup> STREET, LLC**, a Florida limited liability company (“**Seller**”).

Whereas Buyer and Seller are parties to that certain Contract for Purchase and Sale of Real Estate dated \_\_\_\_\_, 2014 (the “**Contract**”); and

Whereas Buyer and Seller have requested Escrow Agent to act as escrow agent to hold the earnest money agreed to in the contract, together with any additional deposits received under this Agreement (hereafter the “**Deposit**”), in accordance with the terms and provisions of this Agreement, and the contract.

NOW, THEREFORE, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Escrow Agent as escrow agent hereunder, and the Deposit is hereby delivered to Escrow Agent who by signing below acknowledges its receipt, in the amount of \$ \_\_\_\_\_ in the form of  check dated \_\_\_\_\_, 2014, payable to Fidelity National Title Insurance Company or  wire transfer. Such receipt is made subject to the General Conditions of Escrow and the Privacy Statement set forth hereinbelow. Escrow Agent shall receive a fee in accordance with Paragraph 5 for serving as Escrow Agent under this Agreement.
2. Escrow Agent shall hold the Deposit until written release disbursement instructions are received from Buyer and Seller. Escrow Agent is hereby authorized and directed to hold the Deposit in its general escrow account at Bank of America (the “**Bank**”). Fidelity National Title Insurance Company shall hold the deposit as escrow agent for \_\_\_\_\_ . The Deposit shall be subject to the rules, regulations, policies and procedures of the Bank.
3. Escrow Agent shall not be responsible for any penalties, or loss of principal or any delays in the withdrawal of the Deposit which may be imposed by the Bank as a result of the making or withdrawing of the Deposit pursuant to the instructions of Buyer and Seller, nor shall Escrow Agent be liable for any loss or impairments of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of such financial institution.
4. Buyer and Seller are aware of the Federal Deposit Insurance Corporation (“**FDIC**”) coverage limits for each individual depositor. Further, Buyer and Seller understand that Escrow Agent assumes no responsibility for any loss that occurs due to any individual depositor’s account balance exceeding the amount, if any, insured by the FDIC, and Buyer and Seller will not hold Escrow Agent liable for any such loss.
5. The fee for the services of Escrow Agent hereunder is \$250.00, which fee shall be the obligation of Buyer and Seller equally and shall be paid at closing, one-half (½) by Seller and one-half (½) by Buyer.
6. All notices, demands, or other communications hereunder shall be in writing and given to the person(s) to whom the notice is directed, either by: (a) actual delivery at the addresses stated below, including a national overnight delivery service, which shall be deemed effective at the time of actual delivery; (b) certified mail, return receipt requested, addressed as stated below, posted and deposited with the U.S. Postal Service, which shall be deemed effective three business days after being so deposited; (c) facsimile transmission to the facsimile transmission number

stated below, provided that there is contemporaneous deposit of such notice with a national overnight delivery service addressed as stated below, which notice shall be deemed effective upon the earlier to occur of: (i) completion of the facsimile transmission; or (ii) actual delivery; or (d) e-mail transmission to the e-mail address stated below, provided that there is simultaneous deposit of such notice with a national overnight delivery service addressed as stated below, which notice shall be deemed effective upon the earlier to occur of: (i) completion of the e-mail transmission; or (ii) actual delivery by the overnight delivery service.

All notices, demands, or other communications hereunder shall be addressed as follows:

If to Seller:

**RJF – 103<sup>rd</sup> Street, LLC**  
c/o Lisa Bissonnette  
30 Temple Street, Suite 400  
Nashua, New Hampshire 03060  
Phone: (603) 672-0300 x155  
Fax: (603) 672-0075  
Email: lbissonnette@rjfinlay.com

With a copy to:

**Akerman LLP**  
Attn: Robert Leapley, Jr., Esq.  
50 North Laura Street, Suite 3100  
Jacksonville, Florida 32202  
Phone: (904) 798-3700  
Fax: (904) 798-3730  
Email: robert.leapley@akerman.com

If to Buyer:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

If to Escrow Agent:

**Fidelity National Title Insurance Company**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

Where two (2) recipients of a party to this Agreement are shown above, any notice, demand, or other communication hereunder shall be effective when first given to either recipient, provided that both recipients are given such notice, demand, or other communication.

SAMPLE

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

**BUYER(S):**

Print Name:  
Its: \_\_\_\_\_

Print Name:  
Its: \_\_\_\_\_

Accepted:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
Print Name:  
Its: \_\_\_\_\_

**SELLER:**

**RJF-103<sup>RD</sup> STREET, LLC**, a Florida limited liability company

By: **R.J. FINLAY MANAGEMENT COMPANY, LLC**, its manager  
By: \_\_\_\_\_  
Name: Robert J. Finlay, its manager

Date: \_\_\_\_\_

SAMPLE

## GENERAL CONDITIONS OF ESCROW

Notwithstanding the written settlement instructions executed by all parties and accepted by Escrow Agent to the contrary, these General Conditions of Escrow shall apply to this escrow or settlement, and the property received hereunder.

1. **DEPOSITS:** All funds will be processed for collection in the normal course of business. No disbursements will be made until the funds deposited have been irrevocably credited to Escrow Agent's account. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Deposits held by Escrow Agent shall be subject to the provisions of Chapter 717, Florida Statutes. A service charge will be made equal to the greater of the original service charge assessed or \$100.00 for each six (6) month period that the money deposited with Escrow Agent to hold extends beyond six (6) months from the date of deposit.
2. **LIMITATIONS OF LIABILITY:** Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:
  - a. The effect of the transaction underlying this escrow or of any element of that transaction, including without limitation, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and any misrepresentation made by any other party.
  - b. Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
  - c. The default, error, action or omission of any party to the escrow.
  - d. Any loss or impairment of funds that have been deposited in escrow while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution.
  - e. Any defects or conditions of title to any property that is the subject of this escrow, provided however, that this limitation of liability does not limit or affect the liability of Escrow Agent under any title insurance policy which it has issued or may issue.
  - f. The expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction accepted by Escrow Agent has instructed Escrow Agent to comply with said time limit.
  - g. Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court whether issued with or without jurisdiction and whether or not consequently vacated, modified, set aside or reversed.

3. **DEFAULTS, NON-PERFORMANCE AND DISPUTES:**

- a. In the event written notice of a default, non-performance or dispute is given to Escrow Agent by any party hereto, Escrow Agent will promptly notify all other parties of such claim. Ten (10) days after the notice is effective, the escrowed funds or documents will be released pursuant to the demand unless Escrow Agent receives contrary instructions from any other party to the escrow agreement. If contrary written instructions are received by Escrow Agent before the expiration of such 10 day period, Escrow Agent will not disburse funds or deliver any instrument except by mutual written agreement of all parties to the escrow or upon appropriate court order.
- b. In the event of disagreement about the interpretation of the escrow agreement among the parties or these General Conditions of Escrow, or about the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may in its sole discretion, file an action in interpleader or other appropriate court action to resolve the disagreement.
- c. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder, in good faith and in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or error in judgment, or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and the parties hereto agree to indemnify and hold Escrow Agent harmless from any claims, demands, causes of action, liability, damages, judgments, including the costs of defending any action against it, together with any reasonable attorneys' fees incurred in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the escrow agreement among the parties and these General Conditions of Escrow unless such act or omission is a result of the willful misconduct or gross negligence of Escrow Agent. To that end, all parties hereto agree (a) to indemnify Escrow Agent from all such attorneys' fees, court costs and expenses and (b) to the extent that Escrow Agent holds a fund under the terms of this escrow, Escrow Agent may charge that fund with any such attorneys' fees, court costs and expenses as they are incurred by Escrow Agent, as well as any service charges which may be unpaid.

4. **SETTLEMENT STATEMENTS:** Escrow Agent shall prepare settlement statements or otherwise account to the parties for all funds received and disbursed hereunder at the time of final settlement and closing of this escrow. Escrow Agent shall not be liable for the accuracy of information furnished to it by the other persons in the normal course of business, or the failure to adjust items not designated in writing. Adjustment items shall be prorated on the basis of a calendar year and a thirty-day month. Escrow Agent shall account for adjustments, credits and charges of expense items according to the custom and usage of the community. Signed approval of settlement statements or other accounting of funds shall constitute the authority to Escrow Agent to disburse funds as shown thereon, and deliver instruments held in escrow as set forth in the escrow instruments. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall be released and discharged of its escrow obligations hereunder.



Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“**Personal Information**”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

### **Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

### **Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

### **Branded or Co-Sponsored Websites**

If you provide Personal Information to us through a co-branded or co-sponsored website, you may be providing such information to the co-sponsor as well. In that event, we will make reasonable efforts to provide notice to you at the time you provide the information and you can decide whether you wish to do so. If you do submit such information, we will not be responsible for the use of the information you submit by the co-sponsor.

### **Links to Other Websites**

Our websites may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### **Cookies**

Our websites may use “cookies” or similar technologies to improve our service to you. Our cookies do not collect your Personal Information. Your browser can most likely be configured to notify you when cookies will be received and offer you the option of refusing cookies. If you reject cookies, you may still use our websites, but your ability to use some areas may be limited.

### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.