



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

Sealed Bid Package

Property #: DG1100
4802 Lena Rd.
Bradenton, FL 34211

A complete Sealed Bid Package must include the following items:

1. Executed Real Property Sales Disclosure
2. Executed Contract for Purchase and Sale of Real Estate with your bid information
3. Bid Deposit, \$50,000 cashier's check or wire transfer made payable to **Tranzon Driggers Escrow Account**

Sealed Bids must be received by Tranzon Driggers before 3 pm ET on March 5, 2019. Sealed bids must be sent to:

Attn: DG1100 Sealed Bids
Tranzon Driggers
101 E. Silver Springs Blvd., Suite 304
Ocala, FL 34470
Email: soldnow@tranzon.com

Incomplete sealed bid packages will not be accepted. Tranzon Driggers, its agents and affiliates, and Seller and its employees and affiliates are not responsible for sealed bid packages not received.

Tranzon Driggers reserves the right to conduct a best and final online auction on March 6, 2019 from 9 am ET to 3 pm ET. Bidders within 20% of the highest sealed bid, or at the discretion of Tranzon Driggers, shall be qualified to participate in the best and final online auction. Bidders will be subsequently notified if qualified to participate in a best and final online auction. Instructions will be provided on how to participate. Bid deposits of any bidder who is determined to not be the high bidder at the best and final online auction will be returned by return receipt/certified mail signature required within five (5) business days after being notified that you were not the high bidder.

REAL PROPERTY SALES DISCLOSURE

To: _____, **BUYER** of
that certain parcel described as follows, to wit: **Property: DG1100**
SELLER: Harmony Hollow, 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	\$.70/\$100 or portion thereof
()	2.	Documentary Stamps on Note	\$.35/\$100 or portion thereof
()	3.	Intangible Tax on New Note	\$.002/\$1
()	4.	Recording of Mortgage and Note	
(x)	5.	Proration of Taxes & HOA/COA Fees (if applicable)	as of closing date
(x)	6.	Recording Deed	\$10 first page, \$8.50 each additional page
()	7.	Title Insurance/Closing Services	
(x)	8.	Municipal Lien Search Fee	Buyer's Responsibility
(x)	9.	Settlement Fee	\$500.00±
(x)	10.	HOA/COA/POA Estoppel Fee/Transfer Fee (if applicable)	Buyer's Responsibility
()	11.	Mobile Home Title Transfer Fee (if applicable)	

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 naturally occurring radioactive gas that, when it has accumulated in 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 public health unit.

If this purchase regards a single family home: ENERGY EFFICIENCY RATING: Pursuant to Florida Statutes section 553.996, Buyer may at his/her discretion have the energy efficiency rating of building being purchased determined. Any 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 5th day of March, 2019

BUYER(S):

AGENT: Tranzon DRIGGERS, Licensed Real Estate Broker

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

TRANZON DRIGGERS, as Agent for Harmony Hollow, LLC 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 DG1100, legally described on Exhibit A, attached and made a part hereof, together with all improvements thereon, hereinafter called "Property", upon the conditions and terms as follows:

Purchase price calculated as:

HIGH BID: \$ _____

BUYER'S PREMIUM (10% of High Bid): \$ _____

FULL PURCHASE PRICE (Sum of High Bid and Buyer's Premium): \$ _____

TOTAL DEPOSIT (10% of Full Purchase Price): \$ _____

BID DEPOSIT: \$ 50,000.00

BALANCE OF DEPOSIT (Total Deposit Minus Bid Deposit): \$ _____ due via wire transfer by 5 pm ET on Mar. 8, 2019. The deposit shall apply as part of the Full Purchase Price and shall be held in escrow pending closing of this transaction by First American Title Insurance Company "Escrow Agent."

Escrow Agent address and contact information:

2370 Drew St, Ste A, Clearwater, FL 33765

Contact: Chloe Gibbs

Phone number: (727) 442-2200 & Email: chgibbs@firstam.com

1. Prior to the closing of this transaction, the Seller shall have issued, by a reputable Title Insurance Company, a commitment for title insurance agreeing to insure marketable title to Property and upon closing the Seller shall purchase and deliver to the Buyer a title insurance policy on the real property covered hereunder in the amount of the Full Purchase Price, after all necessary instruments, are filed of record. In the event the title shall be proven to be unmarketable, the Seller shall have a period of 45 days after notification thereof within which to cure defects in title ("Curative Period"), and this sale shall be closed within 10 days after notice that the title defects are cured. Upon Seller's failure to correct unmarketability within the time specified after exercising reasonable diligence, at Buyer's option, the earnest money 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 Curative Period, failing which the earnest money 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 April 19, 2019, time being of the essence.
3. Seller agrees to convey title to the Property to the Buyer at closing by Warranty Deed, free and clear of all encumbrances, assessments or liens except: 2019 and subsequent years property taxes, easements and reservations of record, and covenants and restrictions of record, and mineral reservations, if any, without right of entry.
4. **DISCLOSURES:**
 - (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

- (d) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (e) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (f) **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.
- (g) **TAX WITHHOLDING:** If Seller is a "Foreign Person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
5. The Buyer shall be responsible for required documentary stamps, settlement fee, municipal lien search fee and transfer fees/taxes as well as expense of recording the deed. Taxes, rents and other assessments and adjustments shall be prorated as of date of closing.
 6. The Seller agrees to pay said Agent according to the terms of the Exclusive Real Estate Auction Agreement existing between them, at the time of closing 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 agreement, the deposit made by the Buyer shall be forfeited, and the amount of such deposit shall be divided equally between the Agent and the Seller, after paying out of such deposit any expense of the transaction incurred by either; provided, however, that the amount received or retained by the Agent shall not exceed the full amount of said commission, and any excess shall be paid to the Seller. If the transaction shall not be closed because of the refusal or inability of the Seller to perform, then the Seller shall pay said commission to the Agent on demand. Failure or refusal of a spouse of Seller or Buyer to execute deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.
 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 90 days thereafter, the Seller shall so restore the improvements and the closing date herein above set shall be extended accordingly, but if not covered by insurance or such restoration is not completed after exercise of reasonable diligence within that time 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 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 become effective when signed by the Buyer and Seller.
 10. The Buyer may, prior to closing date, have the property surveyed at his expense. Sale of property shall not be contingent on results of any surveys or inspections and Buyer agrees property is being sold on an "AS-IS, WHERE-IS" basis.
 11. Buyer acknowledges he has not relied upon Broker's or Seller's estimate of square footage of 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. Buyer is advised to verify schools zones and possible school and grade level caps through the local school board.
 13. 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 Land Use Plan. It is the Buyer's obligation to contact the appropriate local government department(s) to determine how the subject property may be affected by the Comprehensive Plan and take any necessary action to ensure compliance with the plan. Additionally, the subject 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 subject property lies within the City or only the County. Both may have separate zoning and/or land use

regulations, which would affect the subject 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 subject property is in compliance with all state and local government laws, codes and ordinances, and restrictive covenants. The Buyer understands that the Seller and the Agent make no representations as to whether the subject property is suitable for any particular 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 further releases the Seller and the Agent for any statements or comments made in relation to the potential use of the subject property.

- 14. The Buyer may be responsible for the maintenance of roads and related drainage, if any, serving this property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance.
- 15. The Buyer has personally inspected this 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, said release shall survive the closing of this transaction.
- 16. This Contract is not contingent upon the Buyer obtaining financing.
- 17. This Contract may not be assigned without the written consent of the Seller.
- 18. TRANZON DRIGGERS 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.
- 19. No agreements, unless incorporated in this Contract shall be binding upon the Agent, Buyer, or Seller.
- 20. In connection with any litigation arising out of this Contract including Agent's rights hereunder, the prevailing party shall be entitled to court costs and reasonable attorney fees. The parties specifically waive trial by jury. Unless otherwise agreed in writing, venue shall be in Marion County, Florida.
- 21. 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. A facsimile copy of the contract shall be deemed an original for all purposes. Electronic signatures may be used to execute this agreement and shall so be deemed an original.
- 22. Addendum A attached and made a part hereof.

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

ABOVE OFFER HEREBY CONFIRMED AND AGREED TO BY THE UNDERSIGNED

DATE		BUYER
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DATE		BUYER
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DATE		SELLER
	authorized signer	

DATE		SELLER
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EXHIBIT A

Lot 21, CREEKWOOD EAST CORPORATE PARK, a Commercial Subdivision, according to the plat thereof, as recorded in Plat Book 50, Page 79, of the Public Records of Manatee County, Florida.