

BY ORDER OF THE PERSONAL REPRESENTATIVE & TRUSTEE

ABSOLUTE AUCTION

COMMERCIAL, RESIDENTIAL & DEVELOPMENT PARCELS



***WEDNESDAY, JUNE 25th AT 12:00 NOON – ON SITE
11335 SE FEDERAL HIGHWAY, HOBE SOUND, FL 33455***

BIDDER'S INFORMATION PACKAGE



(772) 872-6045

reed@hartmanauction.com

Licensed Real Estate Brokers & Auctioneers

We consider the information in this package to be reliable, but we do not guarantee it; submitted subject to your review of documents and public records.



PARCEL 5

PARCEL 4

PARCEL 3

PARCEL 1
PHOTOGRAPHY

PARCEL 2

SE FEDERAL HIGHWAY

PARCEL 1

LOCATION: 11335 SE Federal Highway
Hobe Sound, FL 33455

SIZE: .2772 Acre

FRONTAGE: 115 feet on SE Federal Highway (U.S. Hwy #1)
Access to the property is provided by two curb cuts along the East side of SE Federal Highway and additional access is provided along the south side of SE Algozzini Place

IMPROVEMENTS: 4,186 square foot concrete block commercial building built in 1957. The roof of the building has been resurfaced in the past 7 years. The building has only wall window air conditioning units. There are two indoor restrooms and two restrooms with exterior access. In addition, there is 3,150 square feet of paved parking. The structure was previously utilized as a retail store.

UTILITIES: Well & Septic System

ZONING: R-3A, Liberal Multiple Family District

LAND USE: Commercial General

TAXES (2013): \$3,631.53



PARCEL 2

LOCATION: 11345 SE Federal Highway
Hobe Sound, FL 33455

SIZE: .4752 Acre

FRONTAGE: 115 feet on SE Federal Highway (U.S. Highway #1)

IMPROVEMENTS: 1,664 square foot frame single family residence with shingle roof built in 1951. The dwelling, which is in fair condition, contains 3 bedrooms, 2 bathrooms and has central heat and air conditioning. There is a detached garage on the property.

UTILITIES: Well & Septic System

ZONING: R-3A, Liberal Multiple Family District

LAND USE: Commercial General

TAXES (2013): \$2,968.07



PARCEL 3

LOCATION: 8606 SE Algozzini Place
Hobe Sound, FL 33455

SIZE: 1.56 Acres

FRONTAGE: 341 feet on SE Algozzini Place

IMPROVEMENTS: 1,812 square foot frame duplex with shingle roof which was constructed in 1971. There is a total of 4 bedrooms and 3 baths and the duplex is currently occupied by renters. Each unit has central heat and air conditioning as well as an attached one car garage. In addition, there is a residential in ground swimming pool.

UTILITIES: Well & Septic System

ZONING: R-3A, Liberal Multi-Family District

LAND USE: Commercial General & Medium Density

TAXES: \$2,538.20



PARCEL 4

LOCATION: The North side of SE Algozzini Place East of SE Federal Highway
(U.S. Hwy #1)
Hobe Sound, FL 33455

SIZE: 2.13 Acres

FRONTAGE: 270 feet on SE Algozzini Place
The SE Algozzini Place right of way extends approximately 350 feet
to SE Federal Highway and provides access to the property.

IMPROVEMENTS: None

UTILITIES: None. Public water and sewer are located on the west side of
SE Federal Highway

ZONING: R-3A, Liberal Multiple Family District

LAND USE: Medium Density (8 units/acre)
(development of the property would be subject to Future Land Use
designation)

TAXES (2013): \$743.20



PARCEL 5

LOCATION: The North side of SE Algozzini Place and
East of SE Lares Avenue/SE Dixie Highway
Hobe Sound, FL 33455

SIZE: 4.30 Acres

FRONTAGE: 620 feet on SE Algozzini Place
305 feet on SE Lares Avenue/SE Dixie Highway

IMPROVEMENTS: Vacant

UTILITIES: None. Public water and sewer are located on the west side of
SE Federal Highway.

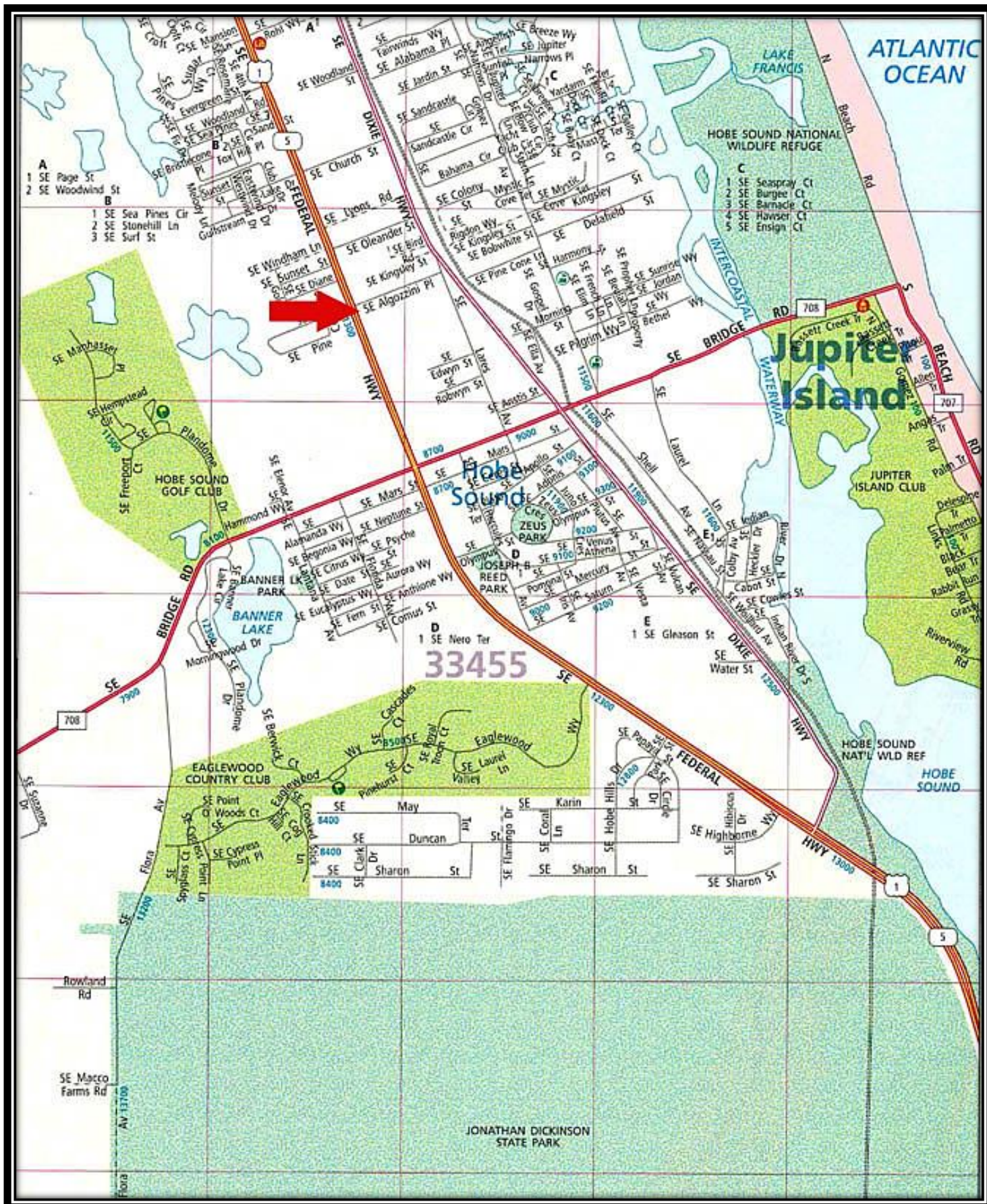
ZONING: R-3A, Liberal Multiple Family District
B-1, Business District

LAND USE: Medium Density (8 units/acre)
(development of the property would be subject to Future Land Use
designation)

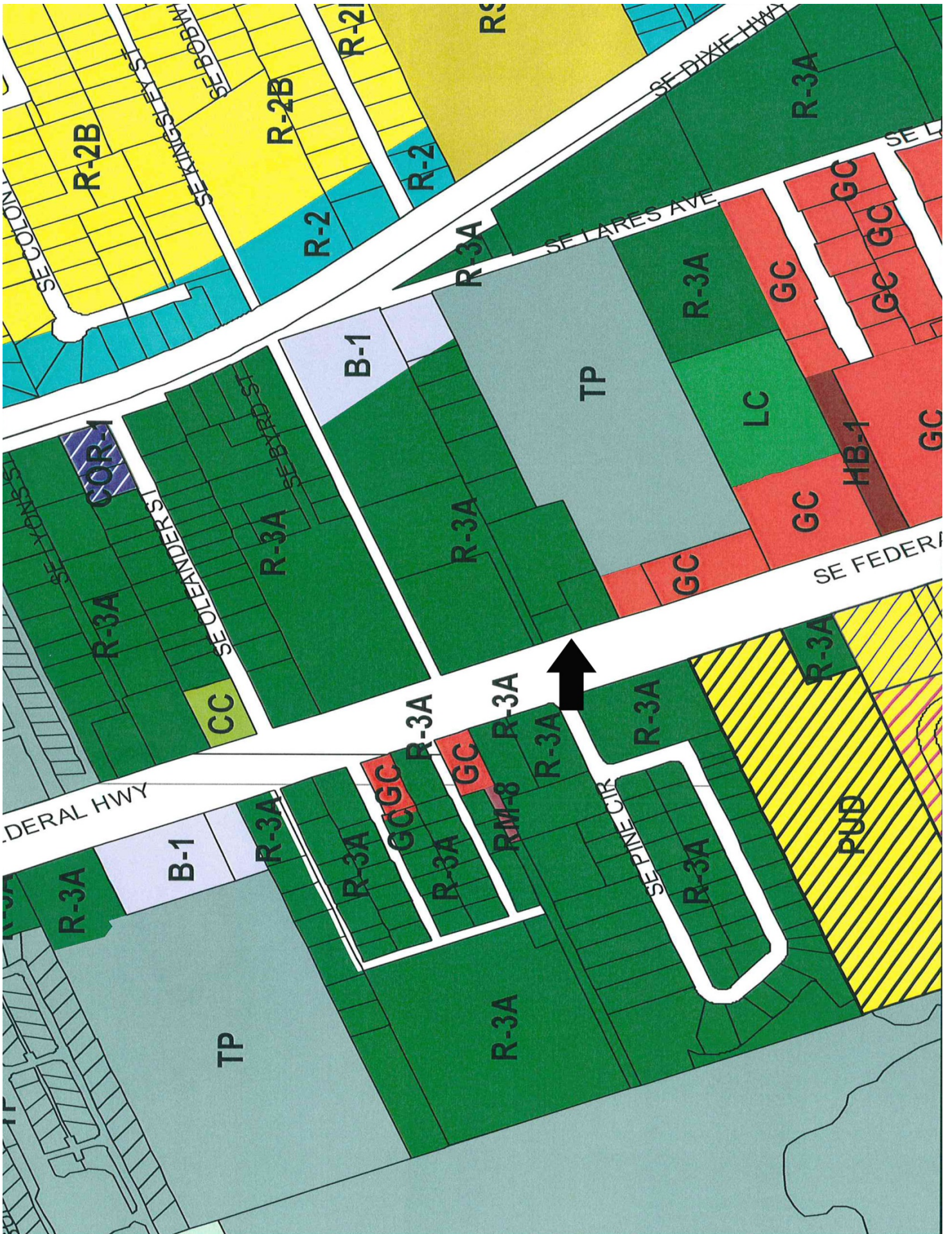
TAXES (2013): \$1,875.11



LOCATION MAP



ZONING MAP



ZONING

Sec. 3.407. - R-3A Liberal Multiple-Family District.

3.407.A. *Uses permitted.* In this district, a building or structure or land shall be used for only the following purposes subject to any additional limitations pursuant to section 3.402:

1. Any uses permitted in the R-3 Multiple-Family Residential District.
2. Restaurants and/or lunchrooms, not the drive-in type, with an enclosed seating capacity of ten persons or more.
3. Beauty parlors and barbershops.
4. Dry cleaning and laundry pickup stations.
5. Fire stations.
6. Boat docks and dry and wet storage facilities under cover, and facilities for maintenance and repairs of boats or yachts, upon submission of plans for review and approval of the planning and zoning board.
7. Mobile home and travel trailer sales.
8. Gasoline or other motor fuel stations, provided all structures and buildings, except principal use signs, and including storage tanks shall be placed not less than 25 feet from any side or rear property lines.
9. Professional and business offices.
10. Retail stores.

3.407.B. *Required lot area and width.* Lots or building sites shall have an area of not less than 7,500 square feet, with a minimum width of 60 feet measured at the building line:

1. *Single-family structures:* The minimum lot size shall be the same as above. A minimum of 600 square feet of living area shall be required, exclusive of carports, breezeways or utility rooms.
2. *Two-family structures:* The minimum lot size shall be 7,500 square feet, with a minimum width of 75 feet a minimum of 800 square feet of living area per two-family structure shall be required, exclusive of carports, breezeways or utility rooms.
3. *Apartment buildings:* There shall be a minimum building site of 15,000 square feet with a minimum width of 100 feet measured at the building line for the first four apartment units. For each additional apartment unit, 2,600 square feet shall be added to the required minimum building site and an additional five feet shall be added to the required minimum width at the building line. A maximum density of 15 apartment units may be permitted per acre depending on available community services and capital improvements. There shall be a minimum of 325 square feet of living area in each apartment unit.
4. *Triplex structures:* The minimum lot size shall be 11,250 square feet, with a minimum width of 88 feet; a minimum of 1,200 square feet of living area per three-family structure shall be required, exclusive of carports, breezeways or utility rooms.

3.407.C. Minimum yards required.

1. Front:
 - 1 story: 20 feet.
 - 2 stories: 25 feet.
2. Sides and rear:
 - 1 story: 6 feet.
 - 2 stories: 10 feet.
3. For structures in excess of two stories, five feet shall be added to the required yards per story.
4. No structure shall be built within 50 feet of the center line of any public platted right-of-way not a designated through-traffic highway.
5. No structure shall be built within 65 feet of the center line of a designated through-traffic highway.
6. No setback or yard shall be required adjacent to water frontage.

3.407.D. Building height regulations.

1. The maximum building height in this district shall be four stories or 40 feet.

3.407.E. Percentage of land coverage.

1. One- to four-story dwelling structures and accessory structures shall not occupy more than 30 percent of the building site required.

ZONING

Sec. 3.417. - B-1 Business District.

3.417.A. Uses permitted. In this district, a building or structure or land shall be used for only the following purposes, subject to any additional limitations pursuant to section 3.402:

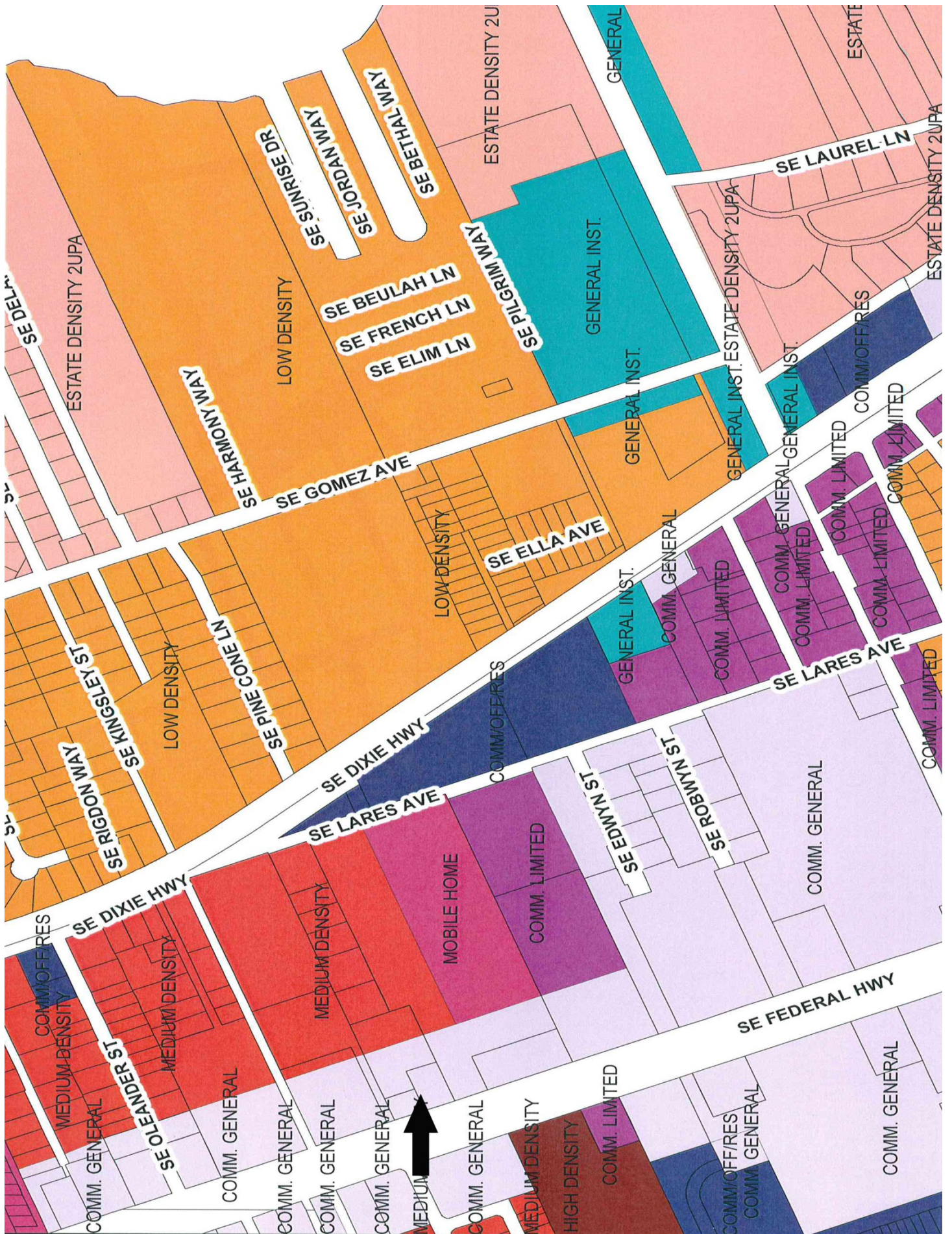
1. Any use permitted in a HB-1 Limited Business District.
2. Churches or schools may be constructed on property presently owned and held for such purposes, if such construction is commenced within five years from the date of September 14, 1965.
3. Offices, banks, theatres (not drive-ins), beauty parlors, bars and nightclubs, photograph studios, dry cleaning and laundry pickup stations, barbershops, florists, automobile salesrooms, used car lots, parking lots and storage garages, telephone exchanges, restaurants and lunchrooms, police and fire stations, motels and hotels, golf driving ranges and putt-putt golf.
4. Mechanical garages and gasoline and other motor fuel stations, so long as such work is confined within a building, and vehicles awaiting repair shall be screened from view on the street and abutting property.
5. Signs appertaining to the above uses.
6. Refuse and storage areas, which shall be screened from view.

3.417.B. Required lot area and width. Lots or building sites shall have an area of not less than 7,500 square feet, with a minimum width of 60 feet measured along the front property line. Structures in this district shall be limited to 35 feet. Motels and hotels shall comply with the minimum requirements of the HR-2 Multiple-Family Residential District.

3.417.C. Minimum yards required.

1. Front: 20 feet.
2. Rear: 20 feet.
3. Side: None, except where a B-1 District lies adjacent to a residential district or is separated only by a road, no building shall be built within 20 feet of a common property line, and a landscaped buffer strip shall be provided between the two uses with an evergreen hedge, uniformly colored masonry wall or board fence six feet high. Such screen shall be located on the sides and rear of the property:
 - a. No structure shall be built within 50 feet of the center line of any public platted right-of-way not a designated through-traffic highway.
 - b. No structure shall be built with 65 feet of the center line of a designated through-traffic highway.

LAND USE MAP



LAND USE

General Commercial Development. The General Commercial areas are designated on the Future Land Use Map to accommodate general retail sales and services; highway-oriented sales and services; commercial amusement; and trade and warehousing facilities. These areas are principally located in highly accessible parts of the urban service district that are compatible with the unique location and market requirements of these uses. The sites are located on major or minor arterials and require a minimum net lot size of 10,000 square feet. The FAR shall be governed by the parking standards of the Land Development Regulations. Maximum densities for hotel/motel units located in a General Commercial future land use designation shall be 20 units per gross acre. Maximum building coverage shall be 60 percent. Minimum open space shall be 20 percent. Maximum building height shall be 40 feet.

The Land Development Regulations implementing the General Commercial future land use designation shall be consistent with the development standards described above. This area is not intended to accommodate businesses, trades or services that generate significant nuisance impacts, including glare, smoke or other air pollutants; noise; vibration; major fire hazards; need for extensive outside storage and display; or other impacts associated with more intensive industrial uses. Automotive sales and services shall be located in the General Commercial land use classification on sites appropriately designated for highway-oriented commercial uses in the Land Development Regulations.

The areas designated for General Commercial development are specifically not adapted to permanent residential housing, and such uses shall be located in other areas designated for residential development. On the other hand, transient residential facilities including hotels and motels, timesharing or fractional fee residential complexes, or other transient quarters should be located in areas designated for commercial use. Areas planned for mixed-use developments as allowed under Goal 4.3 are considered compatible for mixed use.

The General Commercial site should generally be removed from single-family residential development and able to be buffered and screened consistent with the Land Development Regulations requiring appropriate landscaping and screening. Screening shall include vegetative berms (where feasible), plant material and/or aesthetic decorative fences or walls to assure compatibility with less intensive uses existing or anticipated on adjacent sites.

Residential use shall be allowed in the General Commercial future land use designation as part of a mixed-use project as allowed under Goal 4.3 in any of the seven CRAs designated in Policy 4.2B.4. Residential densities shall be provided for under Goal 4.3.

Prior to approval of a development plan, all applicants for development in the area designated General Commercial shall provide assurances that central water distribution and wastewater collection utilities shall be provided by a regional public utility system.

LAND USE

- (4) Medium Density Residential development. The Medium Density Residential designation is reserved for land in the core of the Primary Urban Service District and accessible to employment centers. The maximum density is eight units per gross acre. However, sites may be approved for a maximum of 10 units per gross acre (a density bonus), after demonstrating compliance with all of the following criteria:
- (a) The development commits to providing affordable or workforce housing to eligible households as defined by the Housing Element;
 - (b) The site is or can be serviced by a full complement of urban services including water and wastewater service from a regional public utility;
 - (c) The applicant provides a significant open space buffer, natural landscape (including a landscaped berm where appropriate), plant material and/or an aesthetic wall or fence to effectively shield the Residential use from any existing or potential adjacent nonresidential use or from any single-family use.

In reviewing specific densities, the aim shall be to preserve the stability of established residential areas. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities.

Open Roads for Permits

Status

OPEN

UNOPEN



TERMS AND CONDITIONS OF THE SALE

1. BIDDER REGISTRATION

A prospective bidder must, present (1) a valid photo identification card and (2) a cashier's check made payable to him/herself for the amount specified in the auction materials.

2. INSPECTIONS

Prospective bidders are strongly encouraged to inspect the property and conduct their own research prior to making a bid at the sale. Auction property is sold "as is" and Hartman Auction Group makes no warranty or representation about any intended use or purpose of the property.

3. PREVIEWS

Hartman Auction Group generally sets several dates when the auction property may be inspected which may be found either in the auction materials or by calling the auction office.

4. AUCTION FORMAT

The format of the auction is specified in the auction materials. If the auction is "absolute" the property will sell to the highest bidder regardless of the final amount bid. If the auction is "reserve" or "by confirmation of the seller" the seller reserves the right to accept or reject the highest bid offered. All auctions are recorded to preserve the record.

5. CONDUCT OF THE AUCTION

Bids, once accepted by the auctioneer, may not be retracted. The auctioneer has the right to

- (a) Specify the method and order of the sale and the increments of bidding
- (b) Add to or delete an item from the auction
- (c) Preclude any person from bidding if there is any question about the person's credentials or his fitness to participate

The auctioneer may change or modify the Terms and Conditions of the auction by announcement on the day of the sale. The announced Terms and Conditions will supersede any previous Terms and Conditions specified. All decisions of the auctioneer are final.

6. BUYER'S PREMIUM

A buyer's premium in the amount stated in the auction materials will be added to the winning bidder's final bid to produce the contract price that the winning bidder is expected to pay.

7. CONTRACT, DOWN PAYMENT, AND PAYMENT

The winning bidder agrees to sign a contract for sale, which is available for inspection, and pay the full down payment specified in the auction material immediately upon conclusion of the bidding. The down payment will include the cashier's check presented at registration and any balance may be paid by personal or corporate check. The down payment is non-refundable, and the terms of the contract are not negotiable. The winning bidder agrees to present full payment and close the sale on the date specified in the auction materials or his deposit will be retained.

8. BROKER PARTICIPATION

Hartman Auction Group provides a commission to any licensed real estate broker in the amount stated in the auction materials if the broker registers his client with Hartman Auction Group. All registrations must be received no later than the date and time specified in the auction materials. The cooperating broker's commission will be paid successfully closing the sales transaction.

9. CLOSING

The closing will be held within the number of days after the auction as specified in auction materials. **Time is of the Essence.** The seller agrees to provide a Title Insurance Policy in the amount of the purchase price, for which the Buyer is expected to pay the cost.

10. AGENCY DISCLOSURE

Chapter 475 of the Florida Statutes requires Hartman Auction Group to disclose that it is the exclusive agent of the seller and is obligated to present all offers to the seller.

11. DISCLAIMER

The material found in the auction brochure, other advertising materials, and communicated orally was obtained from what was believed to be reliable sources, but is subject to verification by all persons relying on it. Hartman Auction Group and the seller assume no liability for its accuracy, errors, or omissions and make no warranty or representation regarding the property. They shall not assume liability for any consequential damages.

SAMPLE CONTRACT

REAL ESTATE PURCHASE AGREEMENT

_____ Estate of Philip F. Algozzini _____ (“SELLER”)

and

_____ (“BUYER”)

hereby agree that SELLER shall sell and BUYER shall buy, pursuant to the Terms and Conditions described herein, the following described real property, together with all rights, easements and appurtenances thereto (hereinafter referred to as “PROPERTY”):

Address: 8606 SE Algozzini Place
Hobe Sound, FL 33455

Legal Description: See Exhibit “A” attached

TERMS AND CONDITIONS

- BUYER’S final bid price: \$ _____
BUYER’S premium \$ _____
Total Contract price: \$ _____
- In consideration of this Purchase Agreement, HARTMAN AUCTION GROUP, LLC, as agent for SELLER, acknowledges receipt of the sum of _____ (\$ _____) from BUYER as a deposit on account for the offer by BUYER to purchase PROPERTY. This deposit shall be held in escrow by HARTMAN AUCTION GROUP, LLC, licensed real estate broker, the escrow agent, pursuant to the Florida Statutes and the rules and regulations of the Florida Real Estate Commission, and shall be applied to the Total Contract price.
- This is a cash transaction; this Purchase Agreement is not contingent upon BUYER’s ability to acquire or qualify for financing.
- SELLER agrees to convey PROPERTY to BUYER by Warranty Deed, free of all liens and encumbrances except those covenants, conditions and easements of record.
- SELLER shall deliver, at BUYER’s expense, title insurance on PROPERTY in the amount of the Total Contract Price above. If PROPERTY proves to be unmarketable, SELLER shall have a period of sixty (60) days, after written notification thereof, to cure any defects in title. This purchase shall close within seven (7) days after notice to BUYER or his/her attorney that such defects have been cured. If SELLER is unable to cure defects in title within the time specified, all rights and liabilities arising from this Purchase Agreement shall be considered null and void; BUYER and SELLER will be released from any and all

further rights or obligations under this Purchase Agreement; and BUYER's deposit shall be refunded upon request.

6. TIME IS OF THE ESSENCE. This transaction shall close and all funds and closing documents delivered on or before June 25, 2014.
7. SELLER shall pay for all costs incurred to convey marketable title to PROPERTY. This includes, but is not limited to, the payment of any estoppel fees, past due fees to property owners' associations, and legal fees or other costs associated with clearing any defects in title to the PROPERTY.
8. SELLER shall pay any and all real property taxes for all previous years. BUYER shall pay the real property taxes for the current year.
9. All other taxes, insurance premiums, interest assessments, and rents shall be prorated to the day of closing. If the current assessments cannot be ascertained, then the rates for the previous year shall be used.
10. SELLER agrees to pay HARTMAN AUCTION GROUP, LLC a commission for services rendered, as outlined in the Auction Agreement, at the time the transaction is closed.
11. BUYER shall pay for state documentary stamps that are placed on the deed.
12. BUYER shall promptly and properly execute any required notes and mortgages and pay for any required state documentary stamps placed thereon.
13. Each of the following actions shall constitute a default and entitle the non-defaulting party and/or HARTMAN AUCTION GROUP, LLC to any remedies specified herein or under applicable Florida or federal law:
 - a. Failure or refusal by SELLER and/or BUYER to deliver funds at closing in a timely manner using a method of payment that permits disbursement of the proceeds of the sale on the date of closing in accordance with Florida Law;
 - b. Failure or refusal by SELLER or BUYER to execute a deed or document necessary to close the purchase;
 - c. Failure or refusal by SELLER or BUYER to perform this Purchase Agreement, under the terms and within the time specified herein.
14. Upon default by BUYER, BUYER acknowledges that
 - a. BUYER shall forfeit all deposits BUYER has made toward the purchase of the subject property as liquidated damages; and
 - b. The forfeit of BUYER's deposit(s) does not preclude SELLER and/or HARTMAN AUCTION GROUP, LLC from pursuing any legal action that is permissible under applicable Florida or federal law, including, but not limited to enforcement of specific performance of this Purchase Agreement.

15. Upon default by SELLER, SELLER acknowledges that
 - a) BUYER may elect to pursue legal action to enforce specific performance of this Purchase Agreement or collect damages, or, alternatively, may demand and receive from the escrow agent the return of his deposit.
 - b) SELLER shall pay the real estate commission owed to HARTMAN AUCTION GROUP, LLC.
16. BUYER, SELLER, or HARTMAN AUCTION GROUP, LLC, as a prevailing party in any legal action, shall be entitled to collect all costs and expenses incurred to enforce his rights under this Purchase Agreement, whether in court or out of court, including, but not limited to, reasonable attorney's fees, filing fees, and costs of documentary evidence.
17. The effective date of this Purchase Agreement shall be the date specified on the signature page of this Purchase Agreement.
18. No agreements regarding the terms of this document, or modifications of this document, whether express or implied or written or oral, shall be binding on the parties without written agreement by the parties and incorporated in this Purchase Agreement.
19. The risk of loss to PROPERTY and any personal property located thereon during the period before the closing of this Purchase Agreement is assumed by the SELLER. If any improvements are damaged by fire or other casualty before the closing hereunder this contract shall become null and void unless the property can be restored to substantially the same condition as of the date of this Purchase Agreement, in a period not to exceed sixty (60) days.
20. BUYER understands and expressly acknowledges that by entering into this Purchase Agreement BUYER agrees to accept the PROPERTY in "AS-IS" condition. BUYER expressly acknowledges that a thorough inspection was made of the PROPERTY to ascertain its condition. BUYER understands and acknowledges that SELLER extends and intends no warranty and makes no representations of any type, either express or implied as to the condition, quality, or fitness for a particular purpose of the PROPERTY. BUYER waives any claims against SELLER and HARTMAN AUCTION GROUP, LLC for any defects that may exist at the closing of the transaction and may be subsequently discovered by the BUYER or anyone claiming by, through, under, or against BUYER.
21. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, except as otherwise specified herein or to the extent that federal laws preempt the laws of the state of Florida.
22. If any provision of this Purchase Agreement shall be prohibited, invalid, or unenforceable under applicable law, such provision shall be ineffective, but only to the extent of such prohibition, invalidity, or unenforceability and shall not invalidate the remainder of that provision or the remaining provisions of this Purchase Agreement.

- 23. This document represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There shall be no unwritten oral agreements between the parties.
- 24. All notices or other communication required in this Purchase Agreement shall be in writing and shall be delivered personally, by email, or by US Mail to the parties at the addresses listed on the signature page.
- 25. Special Conditions: _____

IN WITNESS WHEREOF, this Purchase Agreement was duly executed on the _____ day of _____, 2014.

SELLER: Estate of Philip L. Algozzini

BUYER:

 Name David A. Ralicki
 Personal Representative

 Name

 1235 SE Indian Street, Suite 102
 Address
 Stuart, FL 34997

 City State ZIP

 Address

 City State ZIP

Email david@ralickicpa.com

Email _____

Phone: 772 221-4508

Phone: _____

HARTMAN AUCTION GROUP

By: _____

WITNESSES: _____

EXHIBIT "A"

A parcel of land in Martin County described as:

Start at the Southwest corner of Lot 90, of GOMEZ GRANT, as recorded in Plat Book 1, Page 80, of the Public Records of Palm Beach County (now Martin County), Florida; then run N 68° 41' 18" E a distance of 79.66' to the East R/W of U.S. Highway One; thence run N 21° 10' 22" W along said East R/W a distance of 355.00'; thence run East a distance of 105.00' on a line parallel to the South line of Lot 90, this being the point of beginning; thence continue East a distance of 75.00'; thence run South on a line parallel with the Easterly R/W line of U.S. Highway One, a distance of 115.00'; thence run West on a line parallel to the North line of GOMEZ GRANT, a distance of 75.00' thence run North on a line parallel with the Easterly R/W line of U.S. Highway One, a distance of 115.00' to the point of beginning.