



**ALAN FRENKEL**  
AUCTION & REALTY<sup>LLC</sup>

## ***BIDDER'S INFORMATION PACKAGE***

**3 BEDROOM /1.5 BATH**

**DELAND HOME**

**with 4 OUTBUILDINGS**

**on ½ ACRE**

**SATURDAY·DECEMBER 2nd·10:00 AM**



***LOCATION: 1656 Brittain Avenue, DeLand, FL 32720***

412 Raehn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607  
www.AlanFrenkel.com • FL # AB3436AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS



**Property Information**

**PID #** 18 17 30 12 02 0010  
**Alt Key:** 2275154  
**Property Type:** Residential  
**Property Address:**  
 1656 BRITTAINE AVE  
 DELAND, FL 32720-4904  
**Current Owner:**  
 BANNERMAN DOUGLAS C TR  
 BANNERMAN FAMILY TRUST 8-22-13  
**Tax Mailing Address:**  
 1656 BRITTAINE AVE  
 DELAND, FL 32720-4904  
**Phone Number:**  
 (386) 738-9757  
 (Donna L. Bannerman , Douglas C Bannerman )

**Property Use:**  
 0105 / IMP PVD .5 -.99 AC (county)  
 01 / RESIDENTIAL SINGLE FAMILY (state)

**Land Use:**  
 IMP PVD .5 -.99 AC (0105)  
**Frontage:** 75 ft **Depth:** 140 ft  
**Lot Size:** 0.51 acres / 22,399 sf  
**Waterfront:** No  
**Subdivision:**  
 n/a  
**Subdivision #:**12  
**Census Tract/Block:** 090701 / 1013  
**Twn:** 17 / **Rng:** 30 / **Sec:** 18  
**Block:** 02 / **Lot:** 0010  
**Latitude:** 29.021153  
**Longitude:** -81.334734

**Legal Description:**  
 18-17-30 LOTS 1 THRU 6 & W 10 FT OF ADJ VAC ST E OF LOT 1 BLK 2 EUCLID PARK MB 9 PG 81 PER OR 4364 PG 2205 PER OR 5370 PG 1805 PER OR 5541 PG 0034 PER OR 5900 PGS 4000-4001 PER OR 6907 PG 3374 PER OR 7917 [more...]  
**Plat Book #** 0009 / **Page #** 0008



Residential  
 Commercial  
 Agricultural Industrial  
 Government Other  
 Water Condo

Active  
 Sold  
 Pending  
 Withdrawn  
 Expired

Foreclosures

Value Information			
<b>Building Value:</b>	\$185,639	<b>Just Market Value:</b>	\$224,204
<b>Extra Features:</b>		<b>Assessed Value:</b>	\$107,608
<b>Land Value:</b>	\$38,565	<b>Homestead:</b>	Yes
		<b>Total Exemptions:</b>	\$30,000
		<b>Assessment Year:</b>	2023 *
		<b>Taxable Value:</b>	\$77,608
		<b>Total Tax Amount:</b>	\$1,454.82 (2022)
<b>Taxing District(s):</b> 100-UNINCORPORATED - WESTSIDE			

\*Preliminary Values Collected From Florida DOR Preliminary NAL files, Aug 2023

Sales Information			
Deed Type:	DEATH CERTIFICATE	Price:	\$100
Sale Date:	09/2020	Document #	2020-183443
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	INTRAFAMILY TRANSFER & DISSOLUTION	Price:	\$0
Sale Date:	08/22/2013	Document #	2013-179332
Grantor:	BANNERMAN DOUGLAS C	Grantee:	BANNERMAN DOUGLAS C
Deed Type:	WARRANTY DEED	Price:	\$190,000
Sale Date:	08/14/2006	Document #	2006-214550
Grantor:	HITTELL CLAUDE E	Grantee:	BANNERMAN DOUGLAS C
Deed Type:	WARRANTY DEED	Price:	\$134,900
Sale Date:	04/22/2005	Document #	0055410034
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	DEATH CERTIFICATE	Price:	\$100
Sale Date:	07/23/2004	Document #	Bk 5370/Pg 1805
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	WARRANTY DEED	Price:	\$64,000
Sale Date:	11/15/1998	Document #	Bk 4364/Pg 2205
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	WARRANTY DEED	Price:	\$60,000
Sale Date:	03/1996	Document #	1996-045096
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	QUIT CLAIM DEED	Price:	\$10
Sale Date:	03/15/1996	Document #	Bk 4086/Pg 4550
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	QUIT CLAIM DEED	Price:	\$100
Sale Date:	07/15/1995	Document #	Bk 4032/Pg 2064
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	QUIT CLAIM DEED	Price:	\$100
Sale Date:	12/15/1990	Document #	Bk 3573/Pg 1838
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	NM	Price:	\$54,700
Sale Date:	03/15/1986	Document #	Bk 2805/Pg 983
Grantor:	Not Available	Grantee:	Not Available
Deed Type:	NM	Price:	\$48,000
Sale Date:	12/15/1981	Document #	Bk 2316/Pg 805
Grantor:	Not Available	Grantee:	Not Available

**Qualifier Flags:** Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved  
<sup>1</sup> TRANSFER OTHER THAN BY WD, <sup>2</sup> UNQUALIFIED - NOT ARMS LENGTH TRANSACTION, <sup>3</sup> UNINFORMED GRANTOR/GRANTEE, <sup>4</sup> UNQUALIFIED, <sup>5</sup> QUALIFIED (ARMS LENGTH TRANS - REFLECTS MKT VAL), <sup>6</sup> NON-ARMS LENGTH (I.E. SALE IN THE FAMILY)

Building Information			
1.	Single Family	Heated Area:	1,684 sf
	Beds: 3	Baths: 2.0	Total Area: 2,268 sf
		Built:	1975 act / 1984 eff
		Stories:	0.0
		A/C Type:	Y
		Heat Type:	FORCED AIR DUCTED
	Roof Type:	GABLE	Roof Cover:
	Int Wall:	DRYWALL	METAL
	Flooring:	14	Ext Wall:
	Building Subareas:		Heat Fuel:
	VEP - Vinyl Enclosed Porch (288 sf)		ELECTRICITY
	FST - Finished Utility (195 sf)		CONCRETE - CINDER BLOCK
	FCP - Carport, Finished (312 sf)		Fireplace:
	PTO - Patio (195 sf)		No
			★ MB - Main Building (1,216 sf)
			FOP - Porch, Open Finished (52 sf)
			★ FEP - Finished Enclosed Porch (273 sf)
			FOP - Porch, Open Finished (100 sf)
			USP - Porch, Screen Unfinished (144 sf)
OTHER IMPROVEMENT INFORMATION			
Code	Description	Units	Year Built
USW	STORAGE BUILDING WOOD		1987
URU	STORAGE, UNFINISHED RESIDENTIAL UTILITY		2006
USS	UNFINISHED STEEL FRAME STRUCTURE		2006
OTHER IMPROVEMENT INFORMATION			
Covered Parking:	No	Pool:	No
Building Permits			
There are no permits for this property in our database.			

Assigned Schools <span style="float: right;">?</span> <span style="float: right;">x</span>					
School Name	Grades	Enrollment	School Rating	Distance	
<b>Woodward Elementary School</b> ✔ Small Class Sizes    ✔ Above Average Standardized Testing Scores	PK-05	524	C (2022/2023)	0.7 mile	
<b>Southwestern Middle School</b> ⊖ Below Average Teachers    ⊖ Larger Class Sizes	06-08	714	C (2022/2023)	1.6 mile	
<b>Deland High School</b> ⊖ Large Class Sizes    U Magnet School	09-12	2,749	B (2022/2023)	3.4 miles	
<b>Source:</b> National Center for Education Statistics, 2021-2022 ; Florida Dept of Education, 2022-2023					

Flood Zone Details <span style="float: right;">?</span> <span style="float: right;">x</span>				
Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	125155	12127C0465H	02/19/2014

© PropertyKey, Inc., 2023 | Information is believed accurate but not guaranteed and should be independently verified. Based on information from the StellarMLS, Inc. for the period 1/1/2000 through 11/2/2023. This information may or may not include all listed expired, withdrawn, pending or sold properties of one or more members of the StellarMLS.

**Property Summary**

**Alternate Key:** 2275154  
**Parcel ID:** 701812020010  
**Township-Range-Section:** 17 - 30 - 18  
**Subdivision-Block-Lot:** 12 - 02 - 0010  
**Business Name:**  
**Owner(s):** BANNERMAN DOUGLAS C TR - TR - Trust - 100%  
 BANNERMAN FAMILY TRUST 8-22-13 - TR - Trust - 100%  
**Mailing Address On File:** 1656 BRITTAIN AVE  
 DELAND FL 32720  
**Physical Address:** 1656 BRITTAIN AVE, DELAND 32720  
**Building Count:** 1  
**Neighborhood:** 1515 - BEASLEYS SUB 7018-09, BELMORE  
**Subdivision Name:**  
**Property Use:** 0100 - SINGLE FAMILY  
**Tax District:** 100-UNINCORPORATED - WESTSIDE  
**2023 Proposed Millage Rate:** 17.9647  
**Homestead Property:** Yes  
**Agriculture Classification:** No  
**Short Description:** 18-17-30 LOTS 1 THRU 6 & W 10 FT OF ADJ VAC ST E OF LOT 1 BL K 2 EUCLID PARK MB 9 PG 81 PER OR 4364 PG 2205 PER OR 5370 P G 1805 PER OR 5541 PG 0034 PER OR 5900 PGS 4000-4001 PER OR

**Property Values**

Tax Year:	2023 Working	2022 Final	2021 Final
<b>Valuation Method:</b>	1-Market Oriented	1-Market Oriented	1-Market Oriented
<b>Improvement Value:</b>	Cost	Cost	Cost
<b>Land Value:</b>	\$185,639	\$161,150	\$135,963
<b>Just/Market Value:</b>	\$38,565	\$38,565	\$24,939
	\$224,204	\$199,715	\$160,902

**Working Tax Roll Values by Taxing Authority**

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 PROPOSED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

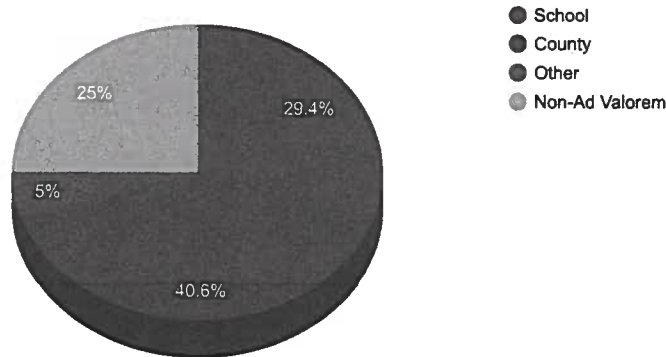
Tax Authority	Just/Market Value	Assessed Ex/10CA#axable Value	Millage Rate	Estimated Taxes
● CAPITAL 0017 IMPROVEMENT	\$224,204	\$107,608 \$30,000	\$77,608 1.5000	\$116.41
● DISCRETIONARY 0012	\$224,204	\$107,608 \$30,000	\$77,608 0.7480	\$58.05
● REQ LOCAL EFFORT 0011	\$224,204	\$107,608 \$30,000	\$77,608 3.1610	\$245.32
● FIRE DISTRICT 0510	\$224,204	\$107,608 \$55,000	\$52,608 3.8412	\$202.08
● GENERAL FUND 0050	\$224,204	\$107,608 \$55,000	\$52,608 3.3958	\$178.65
● LIBRARY 0055	\$224,204	\$107,608 \$55,000	\$52,608 0.4209	\$22.14
● PUBLIC SAFETY FUND 0053	\$224,204	\$107,608 \$55,000	\$52,608 1.4541	\$76.50

0310	VOLUSIA COUNTY MSD	\$224,204	\$107,608	\$55,000	\$52,608	1.6956	\$89.20
0058	VOLUSIA ECHO	\$224,204	\$107,608	\$55,000	\$52,608	0.2000	\$10.52
0057	VOLUSIA FOREVER	\$224,204	\$107,608	\$55,000	\$52,608	0.2000	\$10.52
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$224,204	\$107,608	\$55,000	\$52,608	0.0288	\$1.52
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$224,204	\$107,608	\$55,000	\$52,608	0.1793	\$9.43
0070	WEST VOLUSIA HOSPITAL AUTHORITY	\$224,204	\$107,608	\$55,000	\$52,608	1.1400	\$59.97
						17.9647	\$1,080.31

**Non-Ad Valorem Assessments**

<b>Project</b>	<b>#Units</b>	<b>Rate</b>	<b>Amount</b>	Estimated Ad Valorem Tax:	\$1,080.31
5030-VOLUSIA COUNTY STORMWATER	1.00	\$78.00	\$78.00	Estimated Non-Ad Valorem Tax:	\$357.00
5050-VOLUSIA COUNTY GARBAGE	1.00	\$279.00	\$279.00	<b>Estimated Taxes:</b>	<b>\$1,437.31</b>
				Estimated Tax Amount without SOH/10CAP @	\$4,384.76

Where your tax dollars are going:



**Previous Years Certified Tax Roll Values**

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	\$38,565	\$161,150	\$199,715	\$104,474	\$50,500	\$53,974	\$95,241
2021	\$24,939	\$135,963	\$160,902	\$101,431	\$50,500	\$50,931	\$59,471
2020	\$15,940	\$133,545	\$149,485	\$100,031	\$50,000	\$50,031	\$49,454
2019	\$15,275	\$132,736	\$148,011	\$97,782	\$50,000	\$47,782	\$50,229
2018	\$22,607	\$114,476	\$137,083	\$95,959	\$50,000	\$45,959	\$41,124
2017	\$20,163	\$106,885	\$127,111	\$93,985	\$50,000	\$43,985	\$33,126
2016	\$20,226	\$95,002	\$115,228	\$92,052	\$50,000	\$42,052	\$23,176
2015	\$17,161	\$88,839	\$106,000	\$91,412	\$50,000	\$41,412	\$14,588
2014	\$17,161	\$83,654	\$100,815	\$90,687	\$50,000	\$40,687	\$10,128

**Land Data**

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0105-IMP PVD .5 -.99 AC	N	A-ACRE		0.5142				75,000	\$38,565
<b>Total Land Value:</b>										\$38,565

**Building(s) - Residential**

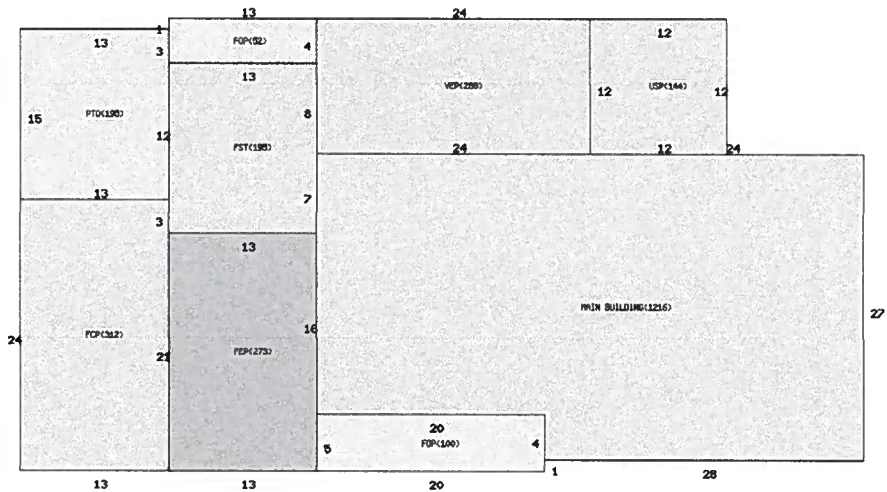
**Card (Bldg) #: 1**

<b>Style:</b>		<b># Stories:</b>	1	<b>2 Fixture</b>	0
<b>Description:</b>	R1 - Single Family	<b>#</b>	3	<b>Baths:</b>	
<b>Quality</b>	300	<b>Bedrooms:</b>		<b>3 Fixture</b>	2
<b>Grd:</b>		<b>Floor Type:</b>	14 - CARPET	<b>Baths:</b>	
<b>Arch</b>		<b>Wall Type:</b>	5 - DRYWALL	<b>4 Fixture</b>	0
<b>Design:</b>		<b>Exterior</b>	15 - CONCRETE	<b>Baths:</b>	
<b>Year Built:</b>	1975	<b>Wall:</b>	- CINDER BLOCK	<b>5 Fixture</b>	0
<b>Total SFLA:</b>	1,216	<b>Foundation:</b>	3 - CONCRETE	<b>Baths:</b>	
<b>HVAC:</b>	Y - AIR CONDITIONING	<b>Roof</b>	2 - METAL	<b>6 Fixture</b>	0
<b>Heat</b>	6 - FORCED	<b>Cover:</b>		<b>Baths:</b>	
<b>Method:</b>	DUCTED	<b>Roof Type:</b>	03 - GABLE	<b>Add'l</b>	0
<b>Heat</b>	1 -	<b>FPL:</b>	//	<b>Fixtures:</b>	
<b>Source:</b>	ELECTRICITY				

**Total Building Value: \$171,496**

**Additions to Base Area - Card (Bldg) #: 1**

<b>Description</b>	<b>Area</b>	<b>Year Built</b>
MAIN BUILDING	1216	
Vinyl Enclosed Porch	288	1988
Porch, Open Finished	52	1988
Finished Utility	195	
Finished Enclosed Porch	273	
Carport, Finished	312	1988
Porch, Open Finished	100	
Patio	195	1988
Porch, Screen Unfinished	144	
<b>Total Building Area</b>	<b>2,775</b>	



**Miscellaneous Improvement(s)**

#	Type	Year	Area	Units	L x W	Depreciated Value
1	USW-STORAGE BUILDING WOOD	1987	160	1	16 x 10	\$266
2	USS-UNFINISHED STEEL FRAME STRUCTURE	2006	288	1	12 x 24	\$3,487
3	URU-STORAGE, UNFINISHED RESIDENTIAL UTILITY	2006	552	1	24 x 23	\$10,390
<b>Total Miscellaneous Value:</b>						<b>\$14,143</b>

### Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
7917 / 0403	<a href="#">2020183443</a>	09/01/2020	DC-DEATH CERTIFICATE	UNQUALIFIED	IMPROVED	\$100
6907 / 3374	<a href="#">2013179332</a>	08/22/2013	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$100
5900 / 4000	<a href="#">2006214550</a>	08/14/2006	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$190,000
5541 / 0034	<a href="#">2005108035</a>	04/22/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$134,900
5370 / 1805		07/23/2004	DC-DEATH CERTIFICATE	UNQUALIFIED	IMPROVED	\$100
4364 / 2205	<a href="#">1998209873</a>	11/15/1998	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$64,000
4086 / 4551	<a href="#">1996045096</a>	03/15/1996	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$60,000
4086 / 4550	<a href="#">1996045095</a>	03/15/1996	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$10
4032 / 2064	<a href="#">1995126889</a>	07/15/1995	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
3573 / 1838	<a href="#">1991002421</a>	12/15/1990	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$100
2805 / 0983		03/15/1986	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$54,700
2316 / 0805		12/15/1981	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	\$48,000

### Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
18-17-30 LOTS 1 THRU 6 & W 10 FT OF ADJ VAC ST E OF LOT 1 BLK 2 EUCLID PARK MB 9 PG 81 PER OR 4364 PG 2205 PER OR 5370 PG 1805 PER OR 5541 PG 0034 PER OR 5900 PGS 4000-4001 PER OR 6907 PG 3374 PER OR 7917 PG 0403	100	17 - 30 - 18	12 - 02 - 0010	18-DEC-81

### Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.



<b>Date</b>	<b>Number</b>	<b>Description</b>	<b>Amount</b>
04/05/2017	20170327079	UNKNOWN SAME FOR SAME 11 REPLACEMENT WINDOWS	\$5,260
11/06/2012	20121106027	MISCELLANEOUS	\$6,750
09/28/2006	20060927025	GARAGE / CARPORTS	\$9,200
05/10/2005	20050510096	MISCELLANEOUS	\$950
06/11/2001	20010511048	STRU OTHER THAN BLDG	\$0

# R-4

## Urban Single-Family Residential Classification

*Purpose and intent:* The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

*Permitted principal uses and structures:* In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreation areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or manufactured modular dwelling.

*Permitted special exceptions:* Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72 - 306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial and private (refer to subsection 72-293(4)).

*Dimensional requirements:*

*Minimum lot size:*

*Area:* 7,500 square feet.

*Width:* 75 feet.

*Minimum yard size:*

*Front yard:* 25 feet.

*Rear yard:* 20 feet.

*Side yard:* 20 feet combined, minimum of eight feet on any one side.

*Waterfront yard:* 25 feet.

*Maximum building height:* 35 feet.

*Maximum lot coverage:* The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

*Minimum floor area:* 850 square feet.

*Off-street parking and loading requirement:* Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21)

SUBJECT  
↓

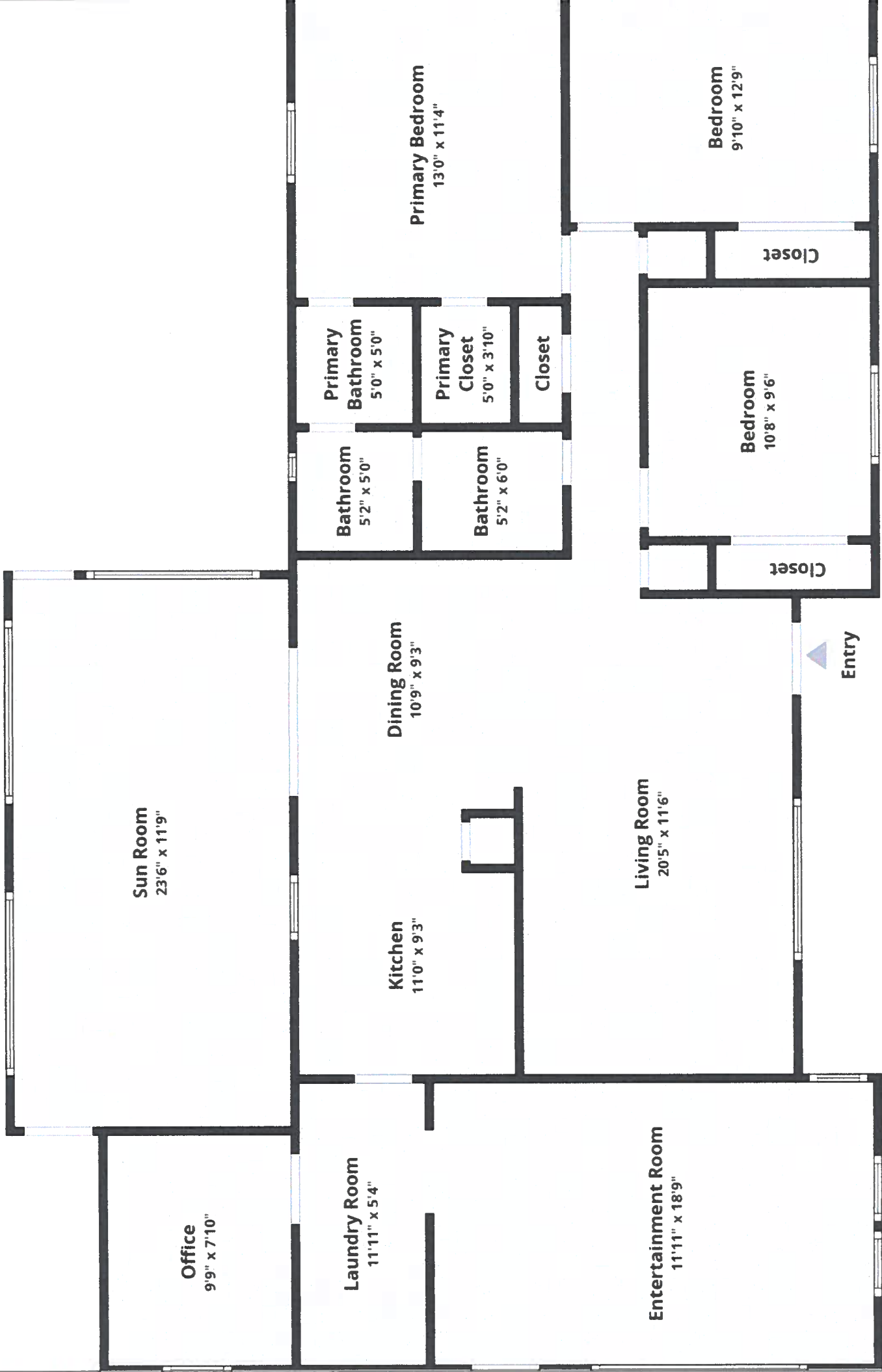
ZONING CLASSIFICATION	R-1	R-2	R-3	R-4	R-5
Minimum Lot Size	20,000 s.f.	12,500 s.f.	10,000 s.f.	7,500 s.f.	5,000 s.f.
Minimum Lot Width	100 ft.	100 ft.	85 ft.	75 ft.	50 ft.
Minimum Floor Area	1,500 s.f.	1,200 s.f.	1,000 s.f.	850 s.f.	750 s.f.
Minimum Front Yard Setback <sup>(1)(3)</sup>	30 ft.	30 ft.	30 ft.	25 ft.	25 ft.
Minimum Side Yard Setback abutting any lot <sup>(6)</sup>	20 ft. combined, minimum 8 ft. on any one side	20 ft. combined, minimum 8 ft. on any one side	20 ft. combined, minimum 8 ft. on any one side	20 ft. combined, minimum 8 ft. on any one side	5 ft.
Minimum Side Yard Setback abutting any street <sup>(1)(2)(3)</sup>	30 ft.	30 ft.	30 ft.	25 ft.	15 ft.
Minimum Rear Yard Setback	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Minimum Waterfront Yard Setback <sup>(3)(4)</sup>	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Maximum Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
Maximum Lot Coverage	35% <sup>(7)</sup>	35% <sup>(7)</sup>	35% <sup>(7)</sup>	35% <sup>(7)</sup>	35% <sup>(7)</sup>
Minimum Number Off-Street	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit

\*\*\*\*\*

SINGLE-FAMILY DWELLING REQUIREMENTS

<u>ZONING CLASSIFICATION</u>	<u>FR</u>	<u>RC</u>	<u>A-1</u>	<u>A-2</u>	<u>A-3</u>	<u>A-4</u>	<u>RA</u>	<u>RR</u>	<u>RE</u>
Minimum Lot Size	20 acres	25 acres	10 acres	5 acres	1 acre	2.5 acres	2.5 acres	1 acre	2.5 acres
Minimum Lot Width	150 ft.	150 ft.	150 ft.	150 ft.	150 ft.	150 ft.	150 ft.	100 ft.	100 ft.
Minimum Floor Area	750 s.f.	750 s.f.	750 s.f.	750 s.f.	1000 s.f.	1000 s.f.	1000 s.f.	1000 s.f.	1500 s.f.
Minimum Front Yard Setback <sup>(1)(3)</sup>	100 ft.	50 ft.	100 ft.	50 ft.	40 ft.	40 ft.	45 ft.	40 ft.	30 ft.
Minimum Side Yard Setback abutting any lot <sup>(6)</sup>	50 ft.	50 ft.	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.	15 ft.	20 ft. comb. min. 8 ft. any one side
Minimum Side Yard Setback abutting any street <sup>(1)(2)(3)</sup>	100 ft.	50 ft.	100 ft.	50 ft.	40 ft.	40 ft.	45 ft.	40 ft.	30 ft.
Minimum Rear Yard Set	50 ft.	50 ft.	50 ft.	50 ft.	40 ft.	40 ft.	45 ft.	40 ft.	20 ft.
Minimum Waterfront Setback <sup>(3)(4)</sup>	50 ft.	75 ft.	50 ft.	50 ft.	40 ft.	40 ft.	45 ft.	40 ft.	25 ft.
Maximum Height	45 ft.	45 ft.	45 ft.	45 ft.	55 ft.	55 ft.	35 ft.	35 ft.	35 ft.
Maximum Lot Coverage	10%	10% <sup>(5)</sup>	35%	35%	35%	35%	35%	30% <sup>(7)</sup>	35% <sup>(7)</sup>
Minimum Number Off-Street Parking Space	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit	Two (2) per dwelling unit

\*\*\*\*\*



# EUCLID PARK

THE S 1/4 OF S E 1/4 OF N 1/4 OF

SEC 18 T 17 S R 30 E

VOLUSIA COUNTY, FLA

BRITAIN AVENUE									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110
LADDER STREET									

RAYMOND STREET									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110

STATE OF FLORIDA  
VOLUSIA COUNTY

I, R.W. THOT DO HEREBY CERTIFY THAT I AM JOINT OWNER WITH C.M. BRITAIN OF THE LAND HEREBY SURVEYED AND PLATED AS TO SUCH PARTS OF THE STREETS AND AVENUES AS ARE HEREIN DESIGNATED TO VOLUSIA COUNTY FOR PUBLIC USE; WITNESS MY HAND AND SEAL THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

I, ANNIE M. THOT WIFE OF R.W. THOT DO HEREBY DEDICATE TO PUBLIC USE ALL THE RIGHT AND INTEREST I MAY HAVE IN THE STREETS AND AVENUES ON THIS PLAT; WITNESS MY HAND AND SEAL THIS 12TH DAY OF SEPT. A.D. 1926

*Annie M. Thot*  
Annie M. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

I HEREBY CERTIFY THAT R.W. THOT AND ANNIE M. THOT WHOSE NAMES ARE SIGNED TO THE FOREGOING DEDICATION OF STREETS AND AVENUES AND WHO ARE PERSONALLY KNOWN TO ME, CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED, AND AS THEIR FREE ACT AND DEED, AND THE SAID ANNIE M. THOT UPON AN EXAMINATION MADE SEPARATE AND APART FROM HER SAID HUSBAND, ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE OF RELINQUISHING HER JOINT AND RIGHT OF DOWER, AND CONVEYING ALL HER SOLE AND SEPARATE ESTATE AND TO THE STREETS AND AVENUES ABOVE DESCRIBED, AND THAT SHE DID THE SAME FREELY AND VOLUNTARILY AND WITHOUT ANY COMPULSION, CONTRAINT, APPREHENSION OR FEAR OF OR FROM HER SAID HUSBAND.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF JANUARY A.D. 1926

*Arthur M. Thot*  
ARTHUR M. THOT  
NOTARY PUBLIC  
MY COM. EXPIRES  
Feb. 9, 1929.

STATE OF FLORIDA  
VOLUSIA COUNTY

NOTARILY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

NOTARILY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

I HEREBY CERTIFY THAT THIS IS A CORRECT MAP OF THE LAND SURVEYED BY ME JULY 1ST A.D. 1926 AND THAT PERMITS REFERENCE MARKS HAVE BEEN PLACED IN ACCORDANCE WITH SEC. 7, SURVEY LAWS OF FLORIDA.

*Arthur M. Thot*  
ARTHUR M. THOT  
NOTARY PUBLIC

Approved for Record  
JAN 11 1926  
*Arthur M. Thot*  
ARTHUR M. THOT  
NOTARY PUBLIC



STATE OF FLORIDA  
VOLUSIA COUNTY

NOTARILY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

NOTARILY APPEARED BEFORE ME A NOTARY PUBLIC R.W. THOT IN HIS OWN RIGHT AND C.M. BRITAIN, HUSBAND, WHO ACKNOWLEDGED THAT THEY SIGNED THE ABOVE DEDICATION FOR THE USES AND PURPOSES EXPRESSED SWORN TO BEFORE ME THIS 12TH DAY OF SEPTEMBER A.D. 1926

*R.W. Thot*  
R.W. Thot

STATE OF FLORIDA  
VOLUSIA COUNTY

I HEREBY CERTIFY THAT THIS IS A CORRECT MAP OF THE LAND SURVEYED BY ME JULY 1ST A.D. 1926 AND THAT PERMITS REFERENCE MARKS HAVE BEEN PLACED IN ACCORDANCE WITH SEC. 7, SURVEY LAWS OF FLORIDA.

*Arthur M. Thot*  
ARTHUR M. THOT  
NOTARY PUBLIC

Approved for Record  
JAN 11 1926  
*Arthur M. Thot*  
ARTHUR M. THOT  
NOTARY PUBLIC



# RADON GAS DISCLOSURE

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 guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



This instrument prepared by  
and return to:  
Kirk T. Bauer, Esquire  
BAUER & ASSOCIATES Attorneys at Law, P.A.  
P. O. Box 459  
DeLand, Florida 32721-0459

For Clerk's Use Only

Document Preparation Only-No title opinion given

**WARRANTY DEED**

**THIS WARRANTY DEED** executed this 22nd day of August, 2013, between **DOUGLAS C. BANNERMAN and DONNA L. BANNERMAN, Husband and Wife**, whose post office address is 1565 Brittain Avenue, DeLand, Florida 32720, Grantors, and **DOUGLAS C. BANNERMAN and DONNA L. BANNERMAN, as Trustees of the BANNERMAN FAMILY TRUST u/a/d August 22<sup>nd</sup>, 2013**, whose post office address is 1565 Brittain Avenue, DeLand, Florida 32720, Grantees. The Grantees, as trustees, have the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

**WITNESSETH:** That the said Grantors, for and in consideration of the sum of \$10.00 in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee forever, all that certain land, situate, lying and being in the County of Volusia, State of Florida, to-wit:

**Lots 1, 2, 3 and the West 10 feet of vacated street East of Lot 1, and Lots 4, 5 and 6, all in Block 2, EUCLID PARK, Section 18, Township 17 South, Range 30 East, According to the Plat thereof, recorded in Map Book 9, Page 81, of the Public Records of Volusia County, Florida.**

**Parcel ID#18-17-30-12-02-0010**

**SUBJECT TO** all valid covenants, conditions, restrictions, limitations, easements and agreements of record; provided, however, that this reference shall not serve to reimpose same.

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

**TO HAVE AND TO HOLD**, the same in fee simple forever. The Grantor hereby covenants with the said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the said land is free of all encumbrances.

**IN WITNESS WHEREOF**, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jill J. Walker  
Signature  
Jill L. Walker  
Printed Signature  
[Signature]  
Signature  
Susan Garcia  
Printed Signature

Douglas C. Bannerman  
Printed Name: **DOUGLAS C. BANNERMAN**  
Address: 1656 Brittain Avenue, DeLand, FL

Jeri L. Walker  
Signature  
Jeri L. Walker

Printed Signature

Susan Garcia  
Signature

Printed Signature

Donna L. Bannerman  
Printed Name: DONNA L. BANNERMAN  
Address: 1656 Brittain Avenue, DeLand, FL

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **DOUGLAS C. BANNERMAN** and **DONNA L. BANNERMAN**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person(s): FLA D/L; and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> day of August, 2013.

(SEAL)

Kirk T. Bauer  
Notary Public  
Kirk T. Bauer  
Printed Notary Signature  
My Commission Expires:





**WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY**  
**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**  
**2022 Paid Real Estate**

**PROPERTY ADDRESS:** 1656 BRITTAIN AVE, DELAND, 32720  
**LEGAL DESCRIPTION:** 18-17-30 LOTS 1 THRU 6 & W 10 FT OF ADJ VAC ST E OF LOT 1 BL  
 K 2 EUCLID PARK MB 9 PG 81 PE  
 See Additional Legal on Tax Roll

\$1,396.63

Receipt # PT 1-22-0010650



BANNERMAN DOUGLAS C TR  
 BANNERMAN FAMILY TRUST 8-22-13  
 1656 BRITTAIN AVE  
 DELAND, FL 32720

<b>PARCEL:</b>	701812020010
<b>ALTERNATE KEY :</b>	2275154
<b>MILLAGE CODE:</b>	100
<b>TAX YEAR:</b>	2022

Paid By  
 11/16/2022

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at [vctaxcollector.org/pay](http://vctaxcollector.org/pay)  
 WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2022				
Discount					
Please Pay	\$0.00				

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	4.84990	104,474	50,500	53,974	261.77
VOLUSIA COUNTY LIBRARY	0.46350	104,474	50,500	53,974	25.02
VOLUSIA FOREVER	0.20000	104,474	50,500	53,974	10.79
VOLUSIA ECHO	0.20000	104,474	50,500	53,974	10.79
VOLUSIA COUNTY MSD	1.87950	104,474	50,500	53,974	101.44
VOLUSIA COUNTY FIRE DISTRICT SCHOOL	3.84120	104,474	50,500	53,974	207.32
ST JOHNS WATER MANAGEMENT DIST	5.48200	104,474	25,500	78,974	432.93
FLORIDA INLAND NAVIGATION DIST	0.19740	104,474	50,500	53,974	10.65
WEST VOLUSIA HOSPITAL AUTHORITY	0.03200	104,474	50,500	53,974	1.73
	1.08160	104,474	50,500	53,974	58.38

**TOTAL MILLAGE RATE:** 18.22710 **TOTAL TAXES:** \$1,120.82

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
VOLUSIA COUNTY STORMWATER	386-822-6422	72.00	72.00
VOLUSIA COUNTY GARBAGE	386-943-7889	262.00	262.00

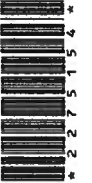
**TOTAL ASSESSMENTS:** \$334.00

**TOTAL COMBINED TAXES AND ASSESSMENTS:** \$1,454.82

**Will Roberts - Tax Collector**  
 123 W. Indiana Ave., Room 103  
 DeLand, FL 32720  
 (386) 736-5938 | [taxcollector@vctaxcollector.org](mailto:taxcollector@vctaxcollector.org)  
**PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK**

Pay online at [vctaxcollector.org/pay](http://vctaxcollector.org/pay)  
**2022 Paid Real Estate**

<b>PARCEL:</b>	701812020010
<b>ALTERNATE KEY :</b>	2275154
<b>TAX YEAR:</b>	2022



**PROPERTY ADDRESS:**  
 1656 BRITTAIN AVE, DELAND, 32720

BANNERMAN DOUGLAS C TR  
 BANNERMAN FAMILY TRUST 8-22-13  
 1656 BRITTAIN AVE  
 DELAND, FL 32720

Please do not staple, tape, or paperclip your payment to this stub. **TAXES BECOME DELINQUENT APRIL 1**

If Postmarked By	Nov 30, 2022				
Please Pay	\$0.00				

TaxSys

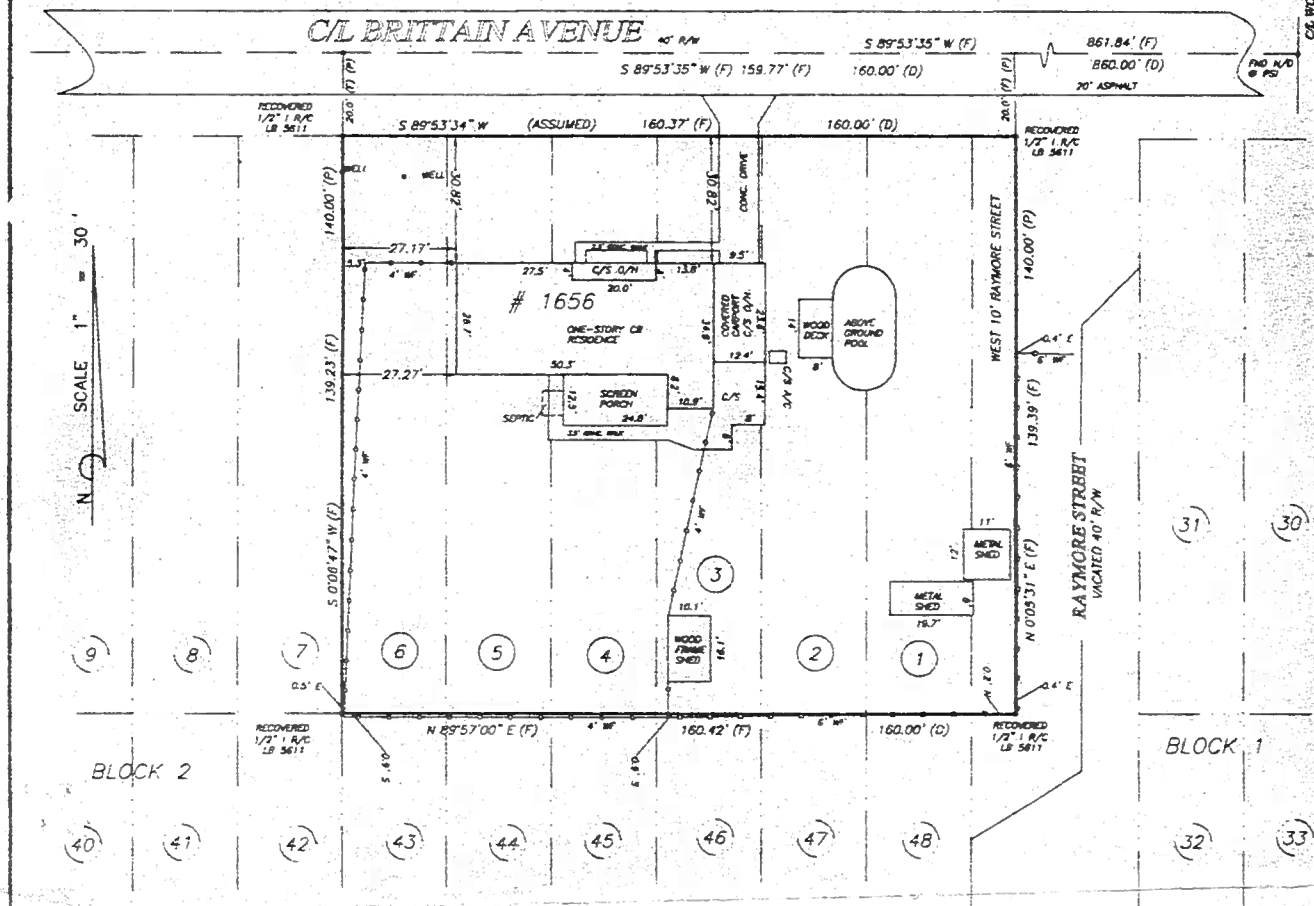


PLEASE DO NOT WRITE ON THIS STUB

Receipt # PT 1-22-0010650 \$1,396.63  
 Paid 11/16/2022

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

# SKETCH OF SURVEY



LEGAL DESCRIPTION: (FURNISHED)

LOTS 1, 2, 3, 4, 5 AND 6 AND THE WEST 10 FEET OF VACATED STREET EAST OF LOT 1, ALL IN BLOCK 2, EUCLID PARK ACCORDING TO THE MAP IN MAP BOOK 9, PAGE 81 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BOUNDARY UPDATE OF PREVIOUS SURVEY JOB # 91-014, DATED 01-28-91. ALL CORNERS RECOVERED, IMPROVEMENTS TO PROPERTY AS SHOWN. CERTIFICATIONS REVISED.

THIS SURVEY IS CERTIFIED TO:

CLAUDE F. HITTELL  
JP MORGAN CHASE BANK, NA  
COAST TITLE OF VOLUSIA, INC.  
UNITED GENERAL TITLE INSURANCE CO.

**NOTE:**

THIS PLAN AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST RECENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL SOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY/SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

**NOTES:**

- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY AND /OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- UNLESS NOTED OTHERWISE, ELEVATIONS ARE ASSUMED AND DO NOT REFER TO MEAN SEA LEVEL DATUM AND ALL LINEAR MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL EQUIVALENTS THEREOF.
- NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS, INTERIOR FENCES AND OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
- UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
- WHERE APPLICABLE, MONUMENT DIMETERS, ETC. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
- BEARINGS AS NOTED ON SURVEY DRAWING.
- UNLESS NOTED OTHERWISE, FLOOD ZONES AND ANY FLOOD ZONE LINES SHOWN HEREON ARE SCALED FROM THE NFP MAP AND PANEL NUMBER AND THE COMMUNITY NAME AND - COMMUNITY NUMBER, DATED APRIL 15, 2002, AS LISTED BELOW.  
FLOOD ZONE (S): X  
NFP MAP AND PANEL NUMBER: 1212700465 - G  
COMMUNITY NAME AND NUMBER: VOLUSIA COUNTY UNINCORPORATED - 125155

**LEGEND**

A/C - Air Conditioner  
AP/W - Asbestos Water Main  
BM - Bench Mark  
CB - Concrete Block  
C/S - Concrete Slab  
CL - Center Line  
CLF - Chain Link Fence  
CH - Chord  
CH - Chord Bearing  
CONC - Concrete  
CM - Concrete Monument

C/S - Concrete Slab  
CBS - Concrete Block With Stucco  
CB - Concrete Block  
(Q) - Dead or Legal Description  
Dimension  
D/LT - Delta or Central Angle  
D/U - Drainage & Utility Easement  
E/W - Edge of Pavement  
ESMT - Easement  
E/W - Edge of Water  
(F) - Field Measurement  
F.F. - Finished Floor Elevation  
FND - Found  
H/C - Handicap Parking  
S - Iron Pipe  
IR - Iron Rod & Cap  
L - Length of Arc  
N/S - North Section  
N.G.V.D. - National Geodetic Vertical Datum  
N/D - Nail and Disk  
N/W - Nail and Washer  
NR/L - Non-Radial Line  
LS - Land Surveyor Number

F.F. - Finished Floor Elevation  
FND - Found  
H/C - Handicap Parking  
S - Iron Pipe  
IR - Iron Rod & Cap  
L - Length of Arc  
N/S - North Section  
N.G.V.D. - National Geodetic Vertical Datum  
N/D - Nail and Disk  
N/W - Nail and Washer  
NR/L - Non-Radial Line  
LS - Land Surveyor Number

LB - Land Surveying Business Number  
O/H - Overhang  
O/E - Overhead Electric  
(P) - Plot (multi) Dimension  
PC - Point of Curvature  
P.O.C. - Point of Commencement  
P.O.B. - Point of Beginning  
P/P - Power Pole  
PRM - Permanent Reference Monument  
RR - Reference Point  
PCC - Point of Compound Curvature  
P/C - Point of Reverse Curvature

PSI - Point of Street CL Intersection  
PT - Point of Tangency  
P/L - Property Line  
PW/W - Proposed Water Meter  
PWL - Proposed Water Line  
RAD - Radial Line  
R/W - Right of Way  
SF - Square Feet  
TAN - Tangent  
TELE - Telephone Box  
WF - Wood Fence  
W/M - Water Meter

THIS SURVEY DEPICTED HERE IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

<p>PREPARED BY</p> <p style="text-align: center;"><b>ATLANTIC SURVEYING</b></p> <p style="text-align: center;">1411 East New York Avenue DeLand, Florida 32724</p> <p>Phone: (386) 734-8472      Fax: (386) 738-6911</p> <p style="text-align: center;"><i>James H. Benne</i></p> <p style="text-align: center;">JAMES H. BENNE - FLA. P.L.S. #4974    FLA. L.S. #5911</p>	<p>THIS PLAN OR SKETCH OF SURVEY IS CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027.</p> <p>REVISIONS, RECERTIFICATION AMENDMENTS, IF ANY, ARE NOTED ABOVE</p>	<p>PREPARED FOR</p> <p style="text-align: center;"><b>HITTELL</b></p> <p>DATE: <u>04-22-05</u>    JOB NO. <u>05-340</u></p> <p>TITLE: <u>EUCLID PARK</u></p> <p>TYPE OF WORK: <u>BOUNDARY</u></p> <p>PARTY CHIEF: <u>JP</u>    DRAWN BY: <u>JHB</u></p> <p>SHEET <u>1</u> OF <u>1</u></p> <p>SCALE: <u>1" = 30'</u>    CALC. BY: <u>JHB</u></p>
--	--	---



**ALAN FRENKEL**  
AUCTION & REALTY<sup>LLC</sup>

# ***AUCTION***

# **BACK UP BUYER**

# **REQUEST FORM**

**In the event any of the following properties do not close, please contact me immediately.**

**Bidder No.** \_\_\_\_\_ **Amount of Bid** \_\_\_\_\_

**Property** \_\_1656 Brittain Ave., DeLand, FL \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone: Home** \_\_\_\_\_ **Work** \_\_\_\_\_

**Signature** \_\_\_\_\_

412 Raehn Street • Orlando, Florida 32806 • Tel: 321.710.3494 • Toll Free: 888.416.5607  
www.AlanFrenkel.com • FL # AB3436AU1522 • Alan@AlanFrenkel.com

LICENSED REAL ESTATE BROKERS • AUCTIONEERS • APPRAISERS

**LEAD PAINT DISCLOSURE**

**POTENTIAL BUYER'S ARE HERBY NOTIFIED THAT THEY HAVE A 10 DAY PERIOD PRIOR TO THE AUCTION TO CONDUCT A LEAD-BASED PAINT TEST OR OTHERWISE CONDUCT DUE DILIGENCE**

**PROPERTY ADDRESS:**

This disclosure is part of the Real Estate Purchase and Sale Contract regarding the property which is identified above. This disclosure includes important information on the reverse side concerning lead-paint poisoning and the danger of lead poisoning.

The property identified above may contain lead-paint which is poisonous if eaten. Cracking, sealing, chipping or peeling paint on any interior or exterior surface may be especially hazardous. In light of the hazards of lead-paint poisoning, prospective purchasers should carefully read this addendum including the information on the reverse side, retain a copy of this disclosure and view all interior and exterior painted surfaces prior to purchasing the property. The signed original of the disclosure will accompany the offer to purchase the property.

**ACKNOWLEDGEMENT**

I have received a copy of this notice including the reverse side which contains important information on lead-paint poisoning. I will accept the property "AS-IS" and I acknowledge my understanding of the danger of lead poisoning.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

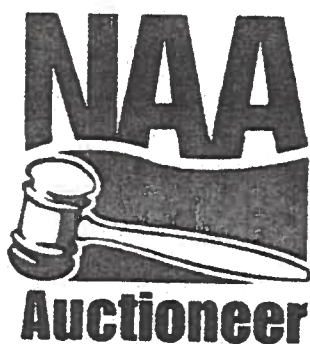
\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Broker's Signature

# Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act(15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment. Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the  
National Auctioneers Association,  
8880 Ballentine,  
Overland Park, Kansas 66214  
in cooperation with the United States Department of Justice



**ALAN FRENKEL**  
AUCTION & REALTY LLC

**REAL ESTATE PURCHASE  
AND SALE CONTRACT**

**Alan Frenkel**  
**Auction & Realty, LLC.**

Licensed Real Estate Broker  
412 Raehn St., Orlando, FL 32806  
888.416.5607 FL#AB3436-AU1522

**THIS PURCHASE AND SALE CONTRACT**, made and entered into this 2nd day of December, 2023,  
by and between

Bannerman Family Trust, Erin Lynn Murphy Lysik, as trustee of the Bannerman Family Trust u/a/d August 22, 2013  
NAME(S) ADDRESS PHONE

hereinafter referred to as "Seller" and

NAME ADDRESS PHONE

or their assigns, however no party shall be released from liability under this contract hereinafter referred to as "Buyer". (Any assignments may result in additional costs.)

**WITNESSETH:**

That Seller agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Volusia County, State of Florida together with all improvements thereon, more particularly described as follows:

A house on approximately .5 acres located at 1656 Brittain Avenue, DeLand, FL 32720 and further identified by PID# 701812020010 in the Volusia County Property Appraiser's office and being the same property recorded in Deed Book No. 6907 Page No. 3374 at the County Clerk's Office in DeLand, Florida

The Buyer agrees to pay therefore the sum of: \$ \_\_\_\_\_ bid price, plus the 10% Buyer's Premium of \$ \_\_\_\_\_, which together equal the full contract price of \$ \_\_\_\_\_, therefore:

\$ \_\_\_\_\_, full contract price to be paid as follows:  
\$ \_\_\_\_\_, 20% Cash, the receipt of which is hereby acknowledged, and which is deposited in Alan Frenkel Auction & Realty, LLC. Escrow Account and,

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

\$ \_\_\_\_\_, Balance shall be due and payable in full on or before the announced **CLOSING DATE**, which **CLOSING DATE, shall be on or before 12/29/2023**, unless extended by other provisions of this Contract. Possession of the subject real estate shall occur simultaneously with closing if all funds have cleared, and otherwise upon clearance of all funds.

All payments hereunder shall be made by wire transfer of funds.

Seller agrees to pay all taxes due and payable through December 31<sup>st</sup>, 2023.

Buyer agrees to pay all taxes from January 1<sup>st</sup>, 2024 and thereafter.

The following prorations shall be made at Closing as of the Closing Date NA.

**PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in escrow by Alan Frenkel Auction & Realty, LLC. (Escrow Agent) until the Escrow Agent is satisfied that all other terms and conditions of this Contract are satisfied.

**ESCROW:** Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. In the alternative, Escrow Agent shall have the right, but not the obligation, in Escrow Agent's sole discretion, to transfer any or all funds held in escrow to a closing agent agreed upon by Buyer and Seller. In the event of such a transfer, Escrow Agent shall be relieved of all further liability with respect to the transferred funds, and all funds not yet paid or deposited as required by this Contract shall thereafter be paid to and deposited with said closing agent. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may, in Escrow Agent's sole discretion, interplead the subject matter of the escrow, or pursuant to order of Court deposit same, with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer(s) and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover all attorney's fees and costs incurred by Escrow Agent with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Both Seller and Buyer agree that Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Alan Frenkel Auction & Realty, LLC., its agents, independent contractors, officers, directors and employees will not be held liable to either or both Seller and Buyer for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof. The Auctioneer shall also receive accrued interest on any escrowed funds held by the Auctioneer.

**FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer, Seller, and Alan Frenkel Auction & Realty, LLC. shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by Buyer

Sellers initials \_\_\_\_\_ Buyers initials \_\_\_\_\_



such sums shall be disbursed to Seller and Alan Frenkel Auction & Realty, LLC, in accordance with their Auction Agreement. In addition, in the event of Buyer's failure of performance as described above, Buyer shall pay to Alan Frenkel Auction & Realty, LLC., the Buyer's Premium, which amount due from Buyer may be reduced by any amount received by Alan Frenkel Auction & Realty, LLC., Inc. from any forfeited deposit(s) pursuant to this Contract and received by Alan Frenkel Auction & Realty, LLC pursuant to this Contract and the aforesaid Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer, as Buyer's sole and mutually exclusive remedies, may either seek specific performance or elect to receive the return of Buyer's deposit(s). Buyer(s) hereby waives any action for damages resulting from Seller's breach.

**CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this auction is pursuant to an order of the courts having jurisdiction in the transfer to the subject real estate, in which instance title shall be conveyed in accordance with such order.

**OTHER AGREEMENTS:** This Contract specifically incorporates by reference all language in the Opening Announcements of the Auction, whether verbal or in writing, made at the auction of the Real Property and in any and all prior agreements made between Buyer and Seller's agent, Alan Frenkel Auction & Realty, LLC., including, but not limited to, the Real Estate Auction Registration for Real Estate and Bid Acknowledgment. Notwithstanding the foregoing, any and each agreement executed prior to this Contract by Buyer and Alan Frenkel Auction & Realty, LLC., shall not be deemed merged into this Contract, though the terms therein shall be deemed fully incorporated herein, but shall remain enforceable in their own right, individually and collectively. As between Buyer(s) and Seller, no other prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

**TITLE MATTERS:** The property is sold subject to any easements, restrictions, limitations, rights of way, planning and zoning regulations, and other matters of record not affecting the marketability of the Property. If the Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, prior to the Closing Date, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

**RISK OF LOSS:** The Seller shall deliver the subject real estate to the Buyer in the same condition as found date of auction. In the event the subject property is destroyed or significantly damaged by fire or other casualty, Seller or Buyer may cancel this transaction. Buyer shall receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. Seller or Buyer may cancel this transaction upon providing written notice to the other party within seven business days of the occurrence of the fire or other casualty or by the scheduled closing date, if earlier.

**CAPACITY:** All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

**PROPERTY TAX DISCLOSURE SUMMARY:** Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay 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.

**INDEMNIFICATION:** The Buyer and Seller, jointly and severally, and their respective agents, employees or any other parties acting on their behalves, specifically agree to INDEMNIFY AND HOLD HARMLESS Alan Frenkel Auction & Realty, LLC, its officers, directors and employees, for any injuries or damages arising under or pursuant to this Purchase and Sale Contract.

**JURISDICTION AND VENUE:** The undersigned(s) hereby agree that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which they may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

**ATTORNEYS FEES:** In the event any party is required to take any action to enforce the terms of this Contract, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs. Reasonable attorney's fees shall include those fees incurred (a) before, during and after litigation, including those incurred in attempting collection without litigation, (b) in litigating in all trial and appellate levels, (c) in any bankruptcy proceeding and (d) in any post-judgment proceeding.

**WAIVER OF RIGHT TO A JURY TRIAL:** ALL PARTIES HERETO HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS CONTRACT.

If the sale of the subject real estate is by auction, we hereby certify that we agree and acknowledge that it is subject to all restrictions and announcements made at the opening of the auction, whether verbal or in writing. We further certify that we have examined the property described hereinabove; that we are thoroughly acquainted with its conditions and accept it as such. Buyer(s) shall accept this real estate on an "AS IS" basis with no warranties expressed or implied. All closing costs, i.e. documentary stamps, title insurance, mortgage costs (if applicable) and any other costs associated with the transfer of deed shall be at the expense of the Seller.

**BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.**

\_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

\_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

\_\_\_\_\_  
ALAN FRENKEL AUCTION & REALTY, LLC., Escrow Agent

\_\_\_\_\_  
Witness

**Bid Number:** \_\_\_\_\_

**Bid Acknowledgement  
 And Receipt for Deposit**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Business Phone #:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Home Phone #:** \_\_\_\_\_

=====

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:

**AUCTION PROPERTY 1656 Brittain Av., DeLand, FL, of the \_Bannerman Family Trust\_\_\_\_\_ Auction, conducted by  
 ALAN FRENKEL AUCTION & REALTY, LLC. (the Auctioneer) on \_\_December 2<sup>nd</sup> \_\_\_\_\_, 2023\_\_.**

**Parcel Number: \_\_\_\_\_ Bid Price-----\$ \_\_\_\_\_**

**10% Buyer's Premium-----\$ \_\_\_\_\_**

**Total Contract Price-----\$ \_\_\_\_\_**

**Cash or Cashier's Check Tendered-----\$ \_\_\_\_\_**

**Conditions**

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's opening announcements. The Terms and Conditions of the said Purchase and Sale Contract are incorporated herein by reference, notwithstanding the separate execution of the Purchase and Sale Contract by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt for Deposit by the Seller and the Buyer, the execution of this Bid Acknowledgment and Receipt of Deposit by the Buyer shall constitute an offer and acceptance of the said Purchase and Sale Contract.
2. Statements made by personnel of Alan Frenkel Auction & Realty, LLC and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be reliable, however, Alan Frenkel Auction Realty, LLC, has not made any independent determination to confirm the accuracy of such information. As such, no warranties or representations, express or implied, are made as to the accuracy of any such statements or information.
3. Buyer acknowledges that he or she has been given the opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Alan Frenkel Auction & Realty, LLC. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is advertised as with reserve or without reserve.
6. The term "AS IS-WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties, regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. This Agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and Buyer hereby consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which Buyer may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledges and agree that this Bid Acknowledgment and all transactions contemplated by this Bid Acknowledgment shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of laws.
9. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auction items from the premises. Further, the undersigned expressly RELEASES Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in connection with the negligence or fault of others. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
10. The undersigned, in his or her individual capacity, personally GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract through no fault of the Seller, Auctioneer shall be entitled to receive and recover from Buyer the difference between the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
11. Auctioneer is authorized to execute and record a Memorandum of Sale memorializing in the public record the existence of the aforementioned Purchase and Sale Contract between the Seller and the Buyer.
12. In the event that Auctioneer or Seller are required to take any actions to enforce the terms of this Bid Acknowledgment, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorney's fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigation, and in litigating in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
13. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGMENT OR THE AUCTION ITSELF.
14. All parties signing this Bid Acknowledgment in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
15. It is further acknowledged by Buyer that this Bid Acknowledgment has been read and understood by the Buyer before signing it and that Buyer understands and consents to its contents.

**Signature** \_\_\_\_\_ **Individually and as** \_\_\_\_\_ **(Title)** \_\_\_\_\_

\_\_\_\_\_  
**Print Name** \_\_\_\_\_ **Of (Business Name)** \_\_\_\_\_

# AUCTION REGISTRATION FOR REAL ESTATE

Alan Frenkel Auction & Realty, LLC.

888-416-5607

Licensed Real Estate Broker · FL AB3436AU1522

412 Raehn Street

Orlando, Florida 32806

BID #: \_\_\_\_\_

NAME: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

BUSINESS PHONE #: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

EMAIL FOR UPCOMING AUCTIONS: \_\_\_\_\_

HOW DID YOU HEAR ABOUT THIS AUCTION? \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. EVERYTHING IS SOLD "AS IS, WHERE IS". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Seller only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such courts. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.
4. The undersigned, its agents, employees or any other parties acting on its behalf specifically agree to INDEMNIFY AND HOLD HARMLESS Auctioneer, its officers, directors, agents and employees from any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to the removal of auction items from the premises. Further, the undersigned expressly RELEASES Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in connection with the negligence or fault of others. Further, the undersigned agrees to INDEMNIFY AND HOLD HARMLESS Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer and/or Seller arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of Auctioneer, its officers, directors, agents or employees.
5. The undersigned, in his or her individual capacity, PERSONALLY GUARANTEES payment of the Bid Price to Seller and the Buyer's Premium to Auctioneer. In the event the undersigned is the successful bidder at the Auction, but fails to close the purchase as required by a Purchase and Sale Contract, through no fault of the Seller, Auctioneer shall be entitled to receive and recover from Buyer the difference between the Buyer's Premium and any amount received by Auctioneer from any forfeited deposit(s) pursuant to the Purchase and Sale Contract following Buyer's default.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collection without litigation, and in litigating in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. THE UNDERSIGNED DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction Registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. The undersigned hereby acknowledges that the subject property being purchased at auction is being sold strictly on a subject to buyer's inspection which has occurred prior to entering this contract and the buyer hereby acknowledges complete familiarity with the subject property including any faults or deficiencies.
10. It is further acknowledged by the undersigned that this Auction Registration has been read and understood by the undersigned before signing it and that the undersigned understands and consents to its contents.

Signature: \_\_\_\_\_ Individually and as \_\_\_\_\_ (Title)

Print Name: \_\_\_\_\_ of (Business Name) \_\_\_\_\_