



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 3rd day of May, 2025,
by and between

Estate of Daniel L Tuchek
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 Orange County, State of Florida together with all improvements thereon, more particularly described as follows:

A home located at 12228 Kirby Smith Road, Orlando, FL 32832 and further identified by PID# 20 24 31 0000 00 034 at the Orange County Property Appraiser's office and being the same property recorded as Document 20110167819 at the County Clerk's Office in Orlando, FL.

The Buyer agrees to pay therefore the sum of: \$ _____ bid price, plus the 10% Auction Fee 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 6/2/2025, 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 in cash, cashier's check, or wire transfer of funds.

Seller agrees to pay all taxes due and payable through December 31st, 2024.

Buyer agrees to pay all taxes from January 1st, 2025 and thereafter

The following prorations shall be made at Closing as of the Closing Date N/A.

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

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.

Auction Registration for Real Estate

Alan Frenkel Auction & Realty, LLC
412 Raehn Street
Orlando, FL 32806
888.416.5607-FL#AB3436AU1522

Bid #: _____ License #: _____
Name: _____ Company Name: _____
Address: _____ City: _____ FL: _____ Zip: _____
Business Phone #: _____ Home Phone #: _____
How did you hear about this auction? _____
Email Address for upcoming auctions: _____

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 NON-NEGOTIABLE 10% AUCTION FEE, ADDED TO 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 the 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 auctions items from the premises. 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 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 litigations, and in litigating 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)



ALAN FRENKEL
AUCTION & REALTY LLC

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 __12228 Kirby Smith Road, Orlando, FL 32832_____

Name _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Work _____

Signature _____

ZONING DISTRICTS

Agricultural Districts

A-1	Citrus Rural District
A-2	Farmland Rural District
A-R	Agricultural-Residential District

Residential Districts

R-CE	Country Estate District
R-CE-2	Rural Residential District
R-CE-5	Rural Country Estate Residential District
R-1, R-1A & R-1AA	Single-Family Dwelling Districts
R-1AAA & R-1AAAA	Residential Urban District
R-2	Residential District
R-3	Multiple-Family Dwelling District
X - C	Cluster District (where X is the base zoning district)
R-T	Mobile Home Park District
R-T-1	Mobile Home Subdivision District
R-T-2	Combination Mobile Home and Single-Family Dwelling District
R-L-D	Residential Low-Density District
UR-3	University Residential District

Non-Residential Districts

P-O	Professional Office District
C-1	Retail Commercial District
C-2	General Commercial District
C-3	Wholesale Commercial District
I-1A	Restricted Industrial District
I-1 / I-5	Industrial District (Light)
I-2 / I-3	Industrial District (General)
I-4	Industrial District (Heavy)

Other Districts

M-1	Property shall be rezoned to an appropriate zoning district that is consistent with the FLUM.
NR	Neighborhood Residential
NC	Neighborhood Center
NAC	Neighborhood Activity Corridor
PD	Planned Development District, including Regulating Plans (PD-RP) and Unified Neighborhood Plans (PD-UNP)
U-V	Urban Village District

FUTURE LAND USE and ZONING CORRELATION

The following table shows the correlation between future land use and zoning. The Planning Division uses this correlation to determine consistency of land use activities with the Comprehensive Plan Future Land Use Map (FLUM). Land use compatibility; location, availability and capacity of public services and facilities; market demand; and environmental features also are used in determining which zoning district is most appropriate. Development activity within a land use designation is restricted to the maximum density and/or intensity allowed by the FLUM designation, regardless of zoning.

Future Land Use	Maximum Density/FAR	Zoning
Rural/Agricultural (R)	1 du/10 ac	A-1, A-2, A-R, R-CE
Rural Residential Enclave See Maps 25(a) through 25(e) of the Future Land Use Map Series	Lake Mabel: 1 du/ac (min. 1-acre lot) Berry Dease: 2 du/ac (min. 2-acre lot) Chickasaw: 1 du/ac (min. 1-acre lot) Rocking Horse: 2 du/ac (min. 2-acre lot) Orlando-Kissimmee Farms: Min. 2-acre lot	PD, R-CE, A-1, A-2, A-R, R-1A, R-1AA
Rural Settlement 1/5 (RS 1/5)*	1 du/5 ac	R-CE-5, A-1, A-2, (Lot size min. is 5 acres), PD***
Rural Settlement 1/2 (RS 1/2)*	1 du/2 ac	R-CE-2, R-CE-5, A-R, A-1, A-2, PD***
Rural Settlement 1/1 (RS 1/1)*	1 du/ac	R-CE, R-CE-C, R-CE-2, R-CE-5, A-1, A-2, PD***
Rural Settlement Low Density (RSLD 2/1) ¹	2 du/ac	R-CE, R-CE-C, R-CE-2, R-CE-5, PD***
Lake Pickett (LP)	Transect-based; densities/intensities established on a Conceptual Regulating Plan	Lake Pickett Planned Development-Regulating Plan (PD-RP)
Low Density Residential (LDR)	4 du/ac	A-1*, A-2*, R-CE*, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2**, R-T-1, R-T-2, R-L-D, PD
Low-Medium Density Residential (LMDR)	10 du/ac + workforce housing bonus	R-1, R-1A, R-2, R-T, R-T-1, PD, U-V
Medium Density Residential (MDR)	20 du/ac + workforce housing bonus	R-2, R-3, UR-3, PD, U-V
Medium-High Density Residential (MHDR)	35 du/ac + workforce housing bonus	R-2, R-3, UR-3, PD, U-V
High Density Residential (HDR)	50 du/ac + workforce housing bonus	R-2, R-3, UR-3, PD, U-V
Neighborhood Residential (NR)	20 du/ac / 0.4 FAR	NR
Neighborhood Activity Corridor (NAC)	25 du/ac / 1.0 FAR	NAC
Neighborhood Center (NC)	40 du/ac / 2.0 FAR	NC
Office (O)	1.25 FAR (0.15 FAR in Rural Settlements per FLU 6.2.9) unless otherwise restricted or increased by County policy or code	P-O, PD
Commercial (C)	1.5 FAR (0.15 FAR in Rural Settlements per FLU 6.2.9) unless otherwise restricted / increased by County policy or code	C-1, C-2, C-3, P-O, PD
Industrial (IND)	0.75 FAR	I-1A, I-1/I-5, I-2/I-3, I-4, PD
Institutional (INST)	2.0 FAR	Any
Educational (EDU)	2.0 FAR	PD
Planned Development (PD)	See FLU8.1.2 and FLU8.1.4	PD
Activity Center Mixed Use (ACMU) / Activity Center Residential (ACR)	See I-Drive Element	PD
Growth Center (GC)	See FLU 7.4	PD
Innovation Way Overlay (IW)	See GOAL FLU5	IW-PD-RP
I-Drive District Overlay	See Conceptual Regulating Plan, Map 23 of FLUM Map Series	PD, C-1, C-2, I-2/I-3
Village (V) (Horizon West)	See Policy FLU4.1.9	PD within adopted Village Boundary or conventional zoning districts within a Rural Residential Enclave. (See above.)
Mixed Use Corridor (MUC)	3.0 FAR, unless otherwise restricted by County policy or code (11-20 du/ac)	PD, (Mixed Use District – to be developed); staff-initiated, Urban Service Area only
Community Village Center (CVC) (can no longer be requested, see FLU8.5.8)		PD
Traditional Neighborhood Development (TND) (Avalon Park)		PD

⁽¹⁾ R-CE districts are consistent with the LDR designation only when located in a Rural Settlement or Rural Residential Enclave. ⁽²⁾ A-1 and A-2 districts are also consistent with the LDR designation only when located in a Rural Residential Enclave. ⁽³⁾ Within the Urban Service Area (USA), rezoning requests to R-CE, A-1, and A-2 shall only be allowed for properties located in a Rural Residential Enclave. ** Limited to 4 dwelling units per acre *** Consistent with Comprehensive Plan Policy FLU6.2.3

Note: See FLU8.2.5, FLU8.2.5.1, and FLU8.2.5.2 to determine whether a rezoning is required prior to a special exception, or to determine whether a rezoning is required in specific cases of inconsistent zoning and future land use.

Note: Consistency of A-1, A-2 and A-R zoning districts with a Rural Settlement FLUM designation is limited to: residential uses permitted by right or by special exception approval; and, non-residential uses requiring approval by special exception and which are common to all zoning districts consistent with a Rural Settlement FLUM designation. A use that is not common to all listed districts is not consistent with a Rural Settlement designation.

SITE & BUILDING REQUIREMENTS

Orange County Code Section 38-1501. Basic Site and Principal Building Requirements

District	Min. Lot Area ^M (sq. ft.)	Min. Living Area/ floor area (sq. ft.)	Min. Lot width (ft.)	^A Min. Front yard (ft.)	^A Min. Rear yard (ft.)	^A Min. Side yard (ft.)	^A Min. Side street Yard (ft.)	Max. Building Height (ft.)	NHWE Setback (ft.)	Max. FAR/ Density sq. ft./ du/ac	Additional Standards
A-1	SFR 21,780 (½ acre)	850	100	35	50	10	15	35	50 ^A	L	
	Mobile home 2 acres	850	100	35	50	10	15	35	50 ^A	L	
A-2	SFR 21,780 (½ acre)	850	100	35	50	10	15	35	50 ^A	L	
	Mobile home 2 acres	850	100	35	50	10	15	35	50 ^A	L	
A-R	108,900 (2½ acres)	950	270	35	50	25	15	35	50 ^A	L	
R-CE	43,560 (1 acre)	1,500	130	35	50	10	15	35	50 ^A	L	
R-CE-2	2 acres	1,200	185	45	50	30	15	35	50 ^A	L	
R-CE-5	5 acres	1,200	250	50	50	45	15	35	50 ^A	L	
R-1AAAA	21,780(½ acre)	1,500	110	30	35	10	15	35	50 ^A	L	
R-1AAA	14,520 (1/3 acre)	1,500	95	30	35	10	15	35	50 ^A	L	
R-1AA	10,000	1,200	85	25/30 ^H	30/35 ^H	7.5	15	35	50 ^A	L	
R-1A	7,500	1,200	75	20/25 ^H	25/30 ^H	7.5	15	35	50 ^A	L	
R-1	5,000	1,000	50	20/25 ^H	20/25 ^H	5/6 ^H	15	35	50 ^A	L	
R-2	One-family dwelling, 4,500	1,000	45 ^C	20/25 ^H	20/25 ^H	5/6 ^H	15	35	50 ^A	L	38-456
	Two dwelling units, 8,000/9,000	500/1,000 per dwelling unit ^D	80/90 ^D	20/25 ^H	25	5/6 ^H	15	35	50 ^A	L	38-456
	Three dwelling units, 11,250	500 per dwelling unit	85 ^I	20/25 ^H	30	10	15	35 ^E	50 ^A	L	38-456
	Four or more dwelling units, 15,000	500 per dwelling unit	85 ^I	20/25 ^H	30	10 ^B	15	35 ^E	50 ^A	L	38-456; limited to 4 units per building
R-3	One-family dwelling, 4,500	1,000	45 ^C	20/25 ^H	20/25 ^H	5	15	35	50 ^A	L	38-481
	Two dwelling units, 8,000/9,000	500/1,000 per dwelling unit ^D	80/90 ^D	20/25 ^H	20/25 ^H	5/6 ^H	15	35	50 ^A	L	38-481
	Three dwelling units, 11,250	500 per dwelling unit	85 ^I	20/25 ^H	30	10	15	35 ^E	50 ^A	L	38-481
	Four or more dwelling units, 15,000	500 per dwelling unit	85 ^I	20/25 ^H	30	10 ^B	15	35 ^E	50 ^A	L	38-481
R-L-D	N/A	N/A	N/A	10 for side entry garage, 20 for front entry garage	15	0 to 10 ^S	15	35 ^Q	50 ^A	L	38-605
R-T	7 spaces per gross acre	Park size min. 5 acres	Min. mobile home size 8 ft. x 35 ft.	7.5	7.5	7.5	15	35	50 ^A	L	38-578
R-T-1 SFR	4,500 ^C	1,000	45	20	20	5	15	35	50 ^A	L	

Return to: Mark Bennett
Name: First Service Title of Florida, LLC
Address: 2699 Lee Road, Ste 450
Winter Park, Florida 32789

DOC# 20110167819 B: 10193 P: 4719
04/01/2011 08:22:08 AM Page 1 of 2
Rec Fee: \$18.50
Deed Doc Tax: \$1,575.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: FIRST SERVICE TITLE OF FL

This Instrument Prepared:
Mark Bennett
First Service Title of Florida, LLC
2699 Lee Road, Ste 450
Winter Park, Florida 32789

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
20-24-31-0000-00034
Grantee(s) S.S.#(s):
File No:5081

WARRANTY DEED

This Warranty Deed Made the 31st day of March, 2011, by Maurice J. Brassard Jr. and Patricia E. Brassard, husband and wife, hereinafter called the grantor, whose post office address is: 3 Ivy Drive, Jamestown, Tennessee 38556

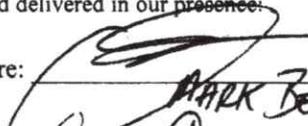
to Daniel L. Tucheck, a single man, whose post office address is: 12228 Kirby Smith Road, Orlando, Florida 32832
, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$225,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Orange County, Florida, to wit:

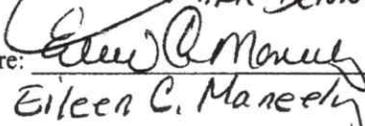
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property is the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2010, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: 
Printed Name: **MARK BENNETT**


Maurice J. Brassard Jr.

Witness Signature: 
Printed Name: **Eileen C. Manely**

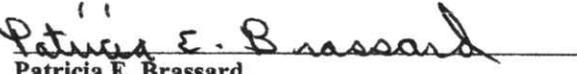

Patricia E. Brassard

Exhibit "A"

File Number: 5081

A portion of land lying within the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 24 South, Range 31 East, Orange County, Florida, and a portion of the Southeast 1/4 of the Northeast 1/4 of said Section 20, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 24 South, Range 31 East; Thence run North along the East line of said Northeast 1/4 of the Northeast 1/4 for a distance of 60.00 feet to the POINT OF BEGINNING; Thence run S 89 degrees 49' 39"W along a line 60.0 feet north of and parallel with the South line of aforesaid Northeast 1/4 of the Northeast 1/4 a distance of 720.53 feet to a point; thence run N 0 degrees 00' 00" E for a distance of 4.00 feet; thence run N 87 degrees 45'29" W for a distance of 601.03 feet to the West line of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 20; Thence run S 0 degrees 10'15" W along said west line of the Northeast 1/4 of the Northeast 1/4 and its southerly extension thereof, for a distance of 129.32 feet to a point 40.00 feet South of the Southwest corner of the said Northeast 1/4 of the Northeast 1/4; thence run N 89 degrees 49'39" E along a line 40.0 feet south of and parallel with the South line of aforesaid Northeast 1/4 of the Northeast 1/4 a distance of 601.26 feet to a point, said point being 720.25 feet west of the east line of the Northeast 1/4 of said Section 20; thence run N 0 degrees 00' 37" W along a line 720.25 feet west of and parallel with the east line of said Northeast 1/4, a distance of 86.00 feet; thence N 89 degrees 49' 39" E along a line 46.00 feet north of and parallel with the aforesaid Northeast 1/4 of the Northeast 1/4 a distance of 720.25 feet to a point on the east line of aforesaid Northeast 1/4; thence N 0 degrees 00' 37" W along said east line a distance of 14.00 feet to the POINT OF BEGINNING, less the East 30 feet thereof for Kirby Smith Road right of way.

Formally described as:

The South 60 feet of the Northeast 1/4 of the Northeast 1/4 (Less; the South 46 feet of the East 720.25 feet), and the North 40 feet of the Southeast 1/4 of the Northeast 1/4 (less the East 720.25 feet), Section 20, Township 24 South, Range 31 East, LESS the East 30 feet for road purposes)

AND

A portion of land lying within the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 24 South, Range 31 East; Thence run North along the East line of said Northeast 1/4 of the Northeast 1/4 for a distance of 60.00 feet; Thence run S 89 degrees - 49' - 39"W for a distance of 30.00 feet to the Westerly right-of-way line of Kirby Smith Road, said point being the Point of Beginning for the Ley parcel; Thence continue S 89 degrees- 49'- 39" W along a line 60.0 feet north of and parallel with the South line of aforesaid Northeast 1/4 of the Northeast 1/4 for a distance of 690.53 feet to the POINT OF BEGINNING; thence run N 0 degrees -00' - 00" E for a distance of 4.00 feet; thence run N-87 degrees- 45'- 29" W for a distance of 601.03 feet to the West line of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 20; Thence run S 0 degrees -10'- 15" W along said west line of the Northeast 1/4 of the Northeast 1/4 for a distance of 29.27 feet to a point 60.00 feet North of the Southwest corner of the said Northeast 1/4 of the Northeast 1/4 of Section 20; Thence run N 89 degrees - 49' - 39" E 660.66 feet to the POINT OE BEGINNING. This parcel contains 0.229 acres more or less, of which 0.029 acres are upland of the ordinary high water line of Lake Whippoorwill.



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
 INDEPENDENTLY ELECTED TO SERVE YOU

2024 Paid Real Estate

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

TUCHEK DANIEL L ESTATE
 12228 KIRBY SMITH RD
 ORLANDO, FL 32832-6035

Account Number: 409422
 Assessed Value: 265,000
 Millage Code: 24 ORG
 Parcel Number: 20-24-31-0000-00034
 Address: 12228 KIRBY SMITH RD, UNINCORPORATED, 32832
 Exemptions: Extra Homestead, Homestead

AD VALOREM TAXES

Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	265,000	25,000	240,000	3.2160	771.84
LOCAL SCHOOL	265,000	25,000	240,000	3.2480	779.52
GENERAL COUNTY	265,000	50,000	215,000	4.4347	953.46
COUNTY FIRE	265,000	50,000	215,000	2.8437	611.40
UTD	265,000	50,000	215,000	1.8043	387.92
LIBRARY	265,000	50,000	215,000	0.3748	80.58
SO FLA WATER MGMT DISTRICT	265,000	50,000	215,000	0.2301	49.47

Total Millage: 16.1516 Subtotal: \$3,634.19

NON-AD VALOREM ASSESSMENTS

Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
335 GARBAGE - FCC-335	407-836-6601	300.00			
					Subtotal: \$300.00

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments: **\$3,934.19**

Pay Online, Opt-in to E-Billing and Print your Receipt at octaxcol.com.

Payments not received by March 31st are delinquent

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

409422
 12228 KIRBY SMITH RD

S 60 FT OF NE1/4 OF NE1/4 (LESS S
 20-24-31-0000-00034

Make checks payable to:
 Scott Randolph, Tax Collector

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov 30, 2024	\$0.00

TUCHEK DANIEL L ESTATE
 12228 KIRBY SMITH RD
 ORLANDO, FL 32832-6035

Paid By See Account Note
 Receipt # 0099-02676820 12/02/2024 \$3,776.82 PO Box 545100
 Orlando FL 32854-5100

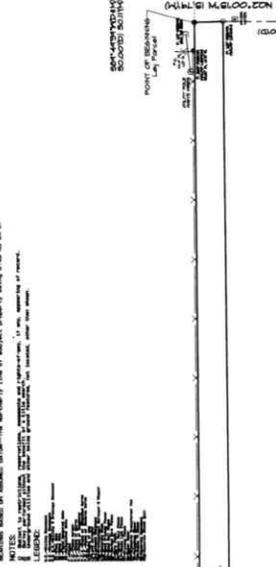


2024 Paid Real Estate

BOUNDARY SURVEY OF
 The North 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 24 South, Range 31 West, Zone 18 East, 13th TBM, 30 feet (for road purposes).
 Also described as:
 A portion of land lying within the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 24 South, Range 31 West, Zone 18 East, 13th TBM, 30 feet (for road purposes).
 East of the centerline of the road shown on the plat is a portion of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 24 South, Range 31 West, Zone 18 East, 13th TBM, 30 feet (for road purposes).
 West of the centerline of the road shown on the plat is a portion of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 24 South, Range 31 West, Zone 18 East, 13th TBM, 30 feet (for road purposes).
 The survey was conducted on 3/20/2011. The survey was conducted by James P. Langford, P.L.S., 3992 U.S. Highway 1, Winter Park, FL 32792. The survey was conducted in accordance with the Florida Statutes, Chapter 40, Part I, and the Florida Board of Professional Surveying, Rules and Regulations, Chapter 61, Part 1.

BLANK CERTIFICATION
 I, JAMES P. LANGFORD, P.L.S., 3992 U.S. HIGHWAY 1, WINTER PARK, FL 32792, A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THIS SURVEY AND THAT I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 40, PART I, AND THE FLORIDA BOARD OF PROFESSIONAL SURVEYING, RULES AND REGULATIONS, CHAPTER 61, PART 1.

PROPERTY ADDRESS:
 12288 KIRBY SMITH RD., ORLANDO, FL 32828



NOTES:
 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 40, PART I, AND THE FLORIDA BOARD OF PROFESSIONAL SURVEYING, RULES AND REGULATIONS, CHAPTER 61, PART 1.
 2. THE SURVEY WAS CONDUCTED ON 3/20/2011.
 3. THE SURVEY WAS CONDUCTED BY JAMES P. LANGFORD, P.L.S., 3992 U.S. HIGHWAY 1, WINTER PARK, FL 32792.
 4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA STATUTES, CHAPTER 40, PART I, AND THE FLORIDA BOARD OF PROFESSIONAL SURVEYING, RULES AND REGULATIONS, CHAPTER 61, PART 1.

LEGEND:
 --- CANAL EASEMENT
 --- EASEMENT TO LAKE WINDFLOVE
 --- EASEMENT TO LAKE WINDFLOVE (NOT INCLUDED)
 --- EASEMENT TO LAKE WINDFLOVE (NOT INCLUDED)
 --- EASEMENT TO LAKE WINDFLOVE

DATE OF SURVEY: 3/20/2011
ADD COMBINED LEGAL DESCRIPTION: JPL

DATE SIGNED: 3/20/2011
FILE NAME/NO.: 11-02/42

SCALE: 1" = 30'

DRAWN BY: JPL
CHECKED BY: JPL

LANGFORD SURVEYING, INC.
 5415 Lake Howell Rd. #160
 Winter Park, FL 32792
 407-332-7202 Fax 800-654-2339
 www.langfordsurveying.com
 jim@langfordsurveying.com

DATE SIGNED: 3/20/2011
FILE NAME/NO.: 11-02/42

SCALE: 1" = 30'

DRAWN BY: JPL
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DRAWN BY: JPL
CHECKED BY: JPL

W'LY LINE NE 1/4, NE

M 511.01.005

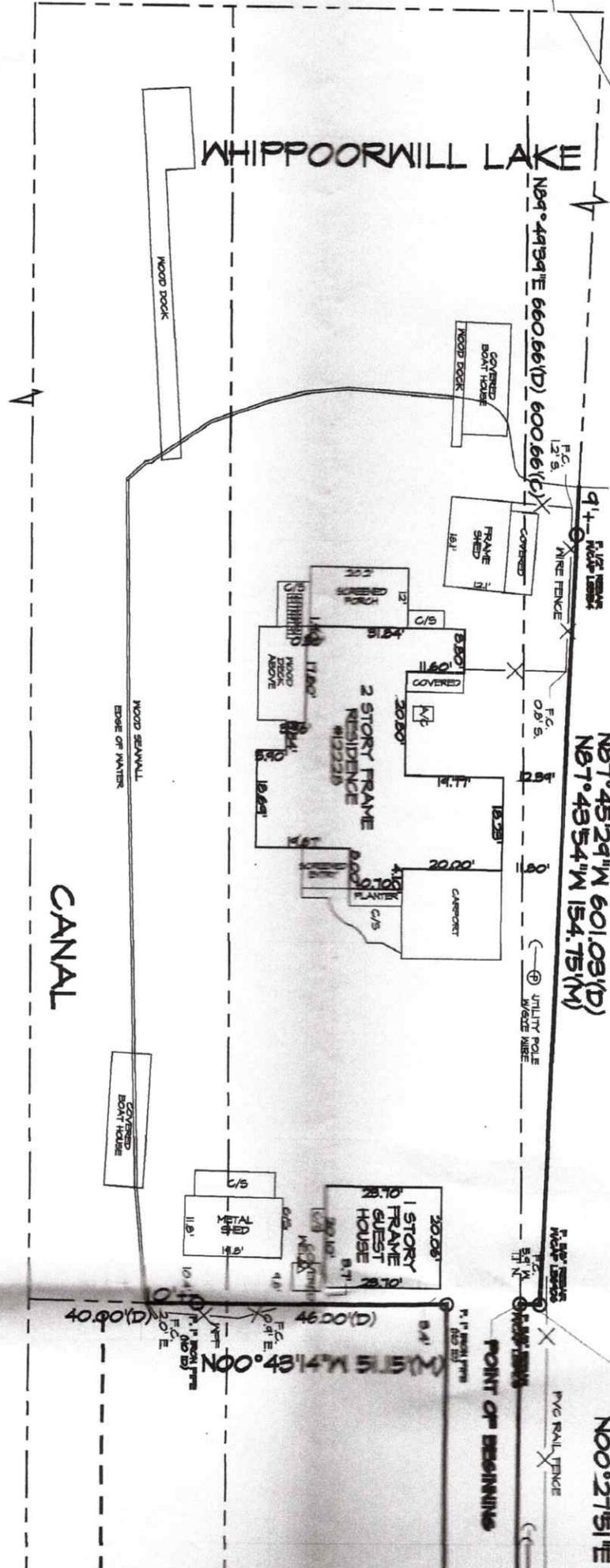
WHIPPOORWILL LAKE

N89°49'39"E 660.66'(D) 600.66'(C)

9' + 0" FIRE LANE

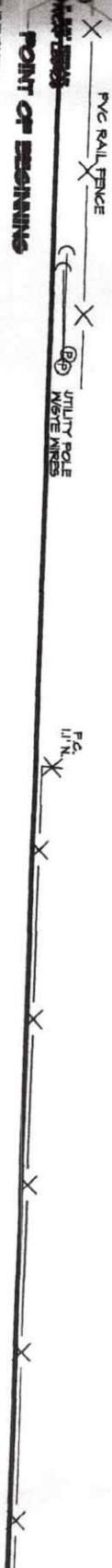
N87°45'29"W 601.03'(D)
N87°48'54"W 154.75'(M)

N00°00'00"E
N00°27'51"E



CANAL

N00°00'00"E 400'(D)
N00°27'51"E 3.94'(D)



46.00'(D)
N00°48'14"W 51.15'(M)

15' CANAL EASEMENT



S89°41'34"W(D&M) 640.53'(D) 640.78'(M)

X X X FIVE BAIL FOUR X

DIRT DRIVE

INCREASE & EXPOSE TO LAKE WHIPPOORWILL

N04°41'34"E(D) 640.25'(D)
N04°41'21"E(M) 640.40'(M)

(Not Included)

S17° LINE NE 1/4, NE 1/4 SEC. 20-24-81

640.25'(D)

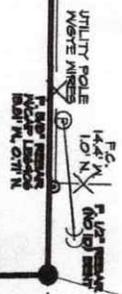
S17° LINE SE 1/4, NE 1/4 SEC. 20-24-81

(Not Included)

640.25'(D)

589°49'39"W D 41.11 (M)
30.00 (D) 30.11 (M)

POINT OF BEGINNING
Levy Parcel



N02°00'18\"/>

60.00 (D)

500°00'37\"/>

ASPHALT ROAD

KIRBY SMITH ROAD
R/W

POINT OF COMMENCEMENT
SE CORNER
NE 1/4, NE 1/4
SEC 20-24-51

80.00 (D)

80.00 (D)

40.00 (D)

46.00 (D)

N00°00'00\"/>

OLD SET

Bid Number: _____

Bid Acknowledgement And Receipt for Deposit

Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Phone #: _____

Home Phone #: _____

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

AUCTION PROPERTY 12228 Kirby Smith Rd, Orlando, FL _____, of the _Tuchek Estate _____ Auction, conducted by
ALAN FRENKEL AUCTION & REALTY, LLC. (the Auctioneer) on _May 3rd _____, 2025 ____.

Parcel Number: _____ Bid Price-----\$ _____

10% Auction Fee-----\$ _____

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.

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

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. I n 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

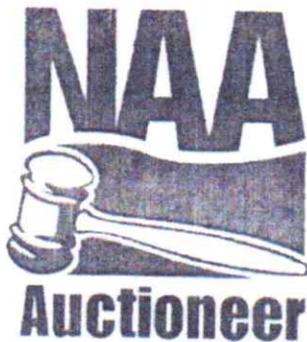
Buyer's Signature

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

10%

**NON-NEGOTIABLE
AUCTION FEE**

Project Name – Auction Date

BIDDER INFORMATION PACKAGE CHECK LIST

1. _____ Cover Sheet
2. ✓ Information Data
3. ✓ Contract for Sale & Purchase
4. ✓ Zoning requirements A-Z (Orange County)
5. ✓ ~~Plat maps~~ / house plans
6. ✓ Radon Gas Disclosure
7. ✓ Copy of Warranty Deed
8. ✓ Copy of Property Taxes / Ad Valorem taxes
9. N/A Environmental issues if applicable (SEPTIC ABOVE)
10. ✓ Long legal if applicable (PART OF DEED)
11. ✓ Copy of Survey
12. ✓ Buyer's Affidavit
13. ✓ Backup Bidder's form
14. N/A Condominium Document Receipt Form
15. N/A Copy of Deed Restrictions
16. ✓ Real Estate Registration Form
17. ✓ Lead Paint Disclosure
18. N/A HOA disclosure Summary
19. ✓ Bid rigging Form
20. N/A Sample Bank Letter of Guarantee
21. N/A Seller Financing Information
22. ✓ 10% AUCTION FEE

SEPTIC INFO
RESULTS