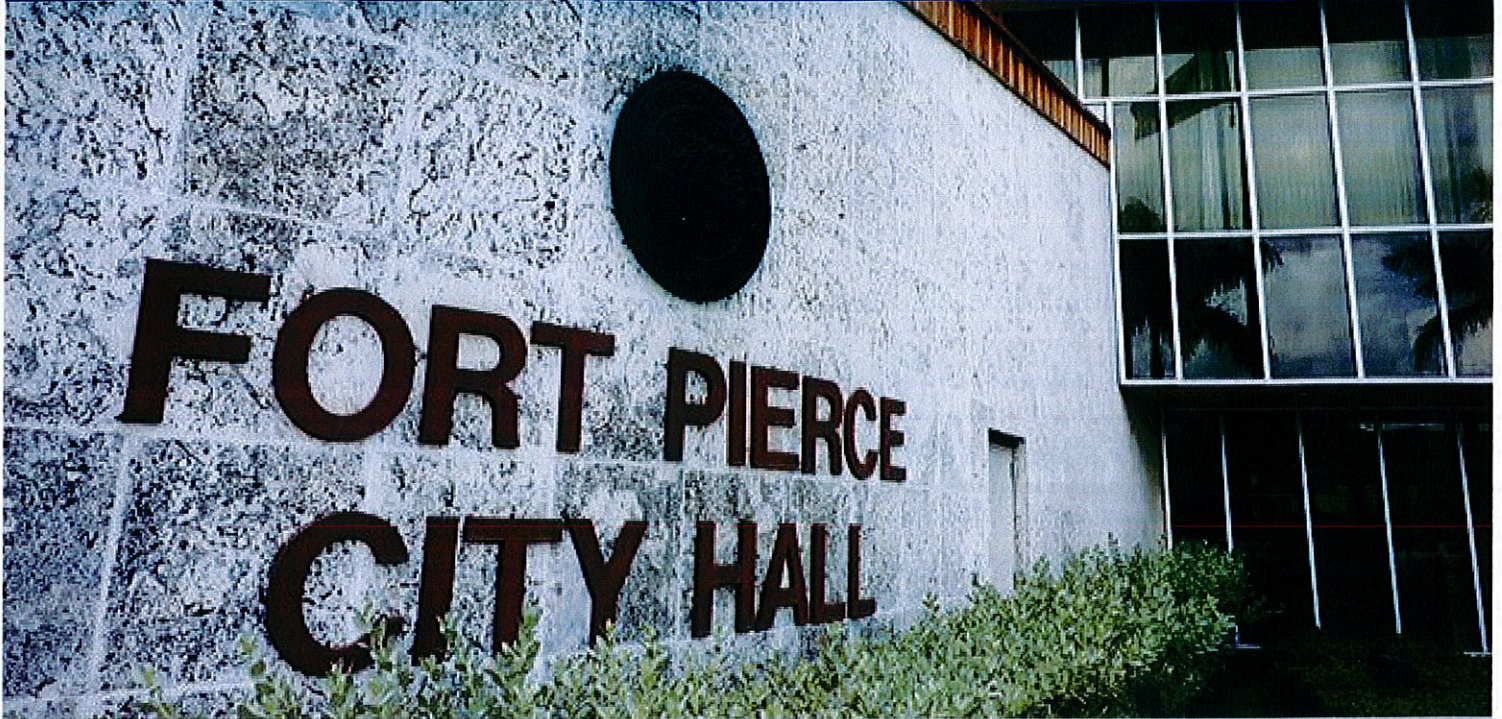




PARADISE HOYT MURPHY REALTORS



## CITY OF FT. PIERCE BID PROPOSAL

RFP No. 2016-012

**PREPARED FOR:**

**Gelencia Carter**  
City of Ft. Pierce  
Purchasing Department


**PREPARED BY:**

**Coldwell Banker Commercial**  
Coldwell Banker Paradise Hoyt Murphy Realtors

**Hampton Jackson**  
(772) 494-8402  
Hampton.Jackson@ColdwellBanker.com

**Hoyt C. Murphy, Jr.**  
(772) 971-7424  
Hoyt.MurphyJr@ColdwellBanker.com

411 North US 1 Highway 1, Ft. Pierce, FL 34950  
Ph: (772) 461-3250/Fx: (772) 460-2067

<p><b>DELIVER TO:</b>  City of Fort Pierce  100 North U.S. #1  Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b>  City of Fort Pierce Procurement Dept.  P.O. Box 1480  Fort Pierce, FL 34954-1480</p>	<p><b>REQUEST  FOR  PROPOSALS  and  PROPOSER  ACKNOWLEDGMENT</b></p>
<p><b>Contact: Gelencia Carter, 772-467-3748</b></p>	<p><b>RFP No: 2016-012</b></p>
<p><b>Mandatory Pre-Bid Conference Date:</b>  N/A</p>	<p><b>RFP Title: REAL ESTATE  BROKER SERVICES</b></p>
<p><b>Mandatory Pre-Bid Location:</b>  N/A</p>	<p><b>RFP Opening Location:</b>  City of Ft. Pierce Procurement Dept.  100 North U.S. #1, 1st Floor  Ft. Pierce, Florida 34950</p>
<p><b>RFP Due Date &amp; Time:</b>  3:00 PM, TUESDAY, JANUARY 12, 2016</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p><b>Proposer Name:</b>  Coldwell Banker Paradise.....</p> <p><b>Mailing Address:</b>  411 North US 1.....  .....  .....</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X   Authorized Signature (Manual) <i>Proven</i></p>
<p><b>City, State, Zip Code:</b>  Fort Pierce, FL, 34950</p>	<p><b>Typed or Printed Name:</b>  Hampton Jackson</p>
<p><b>Type of Entity (Circle One):</b>  Corporation Partnership Proprietorship</p>	<p><b>Title:</b>  Sales Associate</p>
<p><b>Incorporated in the State of:</b> Florida Year: 1953</p>	<p><b>Delivery in _____ days, ARO</b></p>
<p><b>Phone Number:</b> (772) 461-3250</p>	<p><b>Payment Terms:</b> Net 30 Days</p>
<p><b>Fax Number:</b> (772) 460-2067</p>	<p><b>FEIN or SS Number:</b> 65-0939709</p>
<p><b>E-Mail Address:</b> hampton.jackson@coldwellbanker.com</p>	<p><b>Local Business:</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>MWBE:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p>
<p><b>Bid Security is attached, when required, in the amount of \$ _____ N/A</b>  <b>F.O.B. DESTINATION</b></p>	<p><b>If returning as a "No Bid" state reason:</b></p>
<p><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	



BID PROPOSAL RFP NO. 2016-012

LETTER OF TRANSMITTAL

January 11, 2016

City of Ft. Pierce - Purchasing Department  
100 North U.S. #1  
Ft. Pierce, Florida 34950

RE: Bid RFP No: 2016-012

Dear Procurement Dept.:

Thank you for the opportunity to conduct business with the City of Ft. Pierce. Here at Coldwell Banker Paradise Hoyt Murphy REALTORS® we are pleased to submit our proposal to represent the City of Ft. Pierce as your Exclusive Brokerage Firm. Our organization has been serving the needs of the Treasure Coast for over 60 years. We are one of the largest brokerage firms on the Space and Treasure Coast. When it comes to your day to day residential and commercial needs, we are the dominant name in the real estate industry, boasting a large global footprint and the greatest concentration of experienced talent.

Sincerely,

A handwritten signature in black ink that reads 'Hampton Jackson'.

Hampton Jackson, REALTOR

Coldwell Banker Paradise  
Hoyt Murphy REALTORS®



**PROPOSER'S QUESTIONNAIRE**  
**RFP #2016-012**  
Real Estate Broker Services

It is understood and agreed that the following information is to be used by the City of Fort Pierce to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, person, firm or corporation to furnish the City of Fort Pierce any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 11th day of January, 2016.

Coldwell Banker Paradise Hoyt Murphy Realtors/ Hampton Jackson

Name of Organization / Proposer

By: Hampton Jackson/ Sales Associate

Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?  
Corporation

2. Firm's name and main office address, telephone and fax number, e-mail:

Coldwell Banker Paradise Hoyt Murphy Realtors

411 North US 1

Fort Pierce, FL, 34950

(P); (772)461-3250; (F); (772)460-2067; hampton.jackson@coldwellbanker.com

3. Give the names of the person who will be authorized to make decisions and speak as a representative of the Proposer, their titles, addresses and telephone and facsimile numbers.

Hampton Jackson/Sales Associate & Hoyt C Murphy Jr./Broker Associate

411 North US 1

Fort Pierce, FL, 34950; (P); (772)461-3250; (F); (772)460-2067

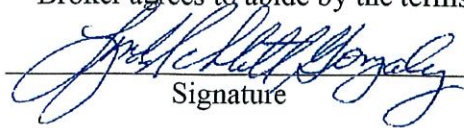
4. Firm's previous names (if any).

Hoyt C Murphy Inc. Realtors



17. Is your firm a member of Multiple Listing Service (MLS)? See Attached

18. Broker agrees to abide by the terms and conditions of the City Contract.

  
Signature \_\_\_\_\_ Broker \_\_\_\_\_ Title \_\_\_\_\_

19. ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
RFP No. 2016 -012 No. 1	January 5, 2016
RFP No. 2016 -012 No. 2	January 5, 2016

20. Please enter below the percentage of the NET value (after all expenses) of the lease or sale that your firm will charge for the services that you will be providing. The City will not enter into an open-ended contract. This would be a one-time fee percentage of the new value of the lease or value of the net sale to the City.

Service	Fee
Sale	<u>See Attached</u> % Net value
Lease	<u>See Attached</u> % Net Value

Additional Services	Rate
<u>See Attached</u>	<u>See Attached</u>
<u>See Attached</u>	<u>See Attached</u>

**This is a word document as lines as needed.**



**QUESTIONNAIRE - #7**

DATE	LOCATION	NAME	DESCRIPTION	VALUE	
<b>Partial List of PRE 2000 Sales</b>					
<b>1992</b>	Old Dixie Highway	FDIC	74 Acre River Front	\$450,000.00	
	Okeechobee Road	Seminole Tribe	54 Acres	\$500,000.00	
	Kings Highway	Treasure Coast Realty	40 Acre Industrial Site	\$432,500.00	
	A-1-A, Martin County	RTC	Oceanfront Site	\$600,000.00	
<b>1993</b>	St. Lucie West	Marriot	Distribution Center	\$3,400,000.00	
	2050 South U.S. #1	Checkers	Fast Food Site	\$330,000.00	
	Boca Raton		Strip Center	\$1,025,000.00	
	Oslo Rd., Vero	Treasure Coast Refuge	Industrial Facility	\$500,000.00	
<b>1994</b>	North U.S. #1	North Bridge Plaza	Retail Building	\$650,000.00	
	St. Lucie County	Areo Acres	SD Liquid.	\$345,950.00	
	St. James Blvd.		School Site	\$432,600.00	
	200 Indian River Drive	Ft. Pierce Hotel	Downtown Rental	\$525,000.00	
	907 Weatherbee Road		12 Apts.	\$320,000.00	
	Stuart	FDIC	14 Condos	\$572,000.00	
<b>1995</b>	St. Lucie West		Ind. Site	\$239,900.00	
	3051 Industrial 25th St.		Ind. Bldg.	\$325,000.00	
	1811 South U.S. #1	First Union Bank	Auto Dealer	\$350,000.00	
	Belize Central America		2500 Acres	\$550,000.00	
	1610 North 25th Street		14 Unit Apt.	\$260,000.00	
	N. Hutchinson Island	Wynne Development	High-rise Site	\$977,500.00	
	Orange Avenue Ext.	Surloff Ranch	54 Acres	\$269,000.00	
	709 South 5th Street	First Union Bank	Office Bldg.	\$450,000.00	
	<b>1996</b>	4201 St. Lucie Blvd.		Warehouse	\$389,000.00
		9 Fisherman's Warf	Treadco	Ind. Bldg.	\$350,000.00
North U.S. #1		Seacoast Storage	Dev. Site	\$170,000.00	
Port St. Lucie Blvd.			Com. Site	\$185,000.00	
Reserve - PSL		Marsh Landings	10 Res. Lots	\$200,000.00	
North U.S. #1			12 Ac. Com.	\$265,000.00	
4600 North U.S. #1		Hilltop Restaurant	Dev. Site	\$275,000.00	
3409 Industrial 27th			Ind. Bldg.	\$260,000.00	
North A-1-A		Grand Rapids Fndation	High-rise Site	\$2,888,000.00	
Fort Pierce		Lawwood Place	Condo Site	\$490,000.00	
<b>1997</b>		Indian River County	Egan Groves	Acre Grove Site	\$419,000.00
		South A-1-A	Wynne Development	High-rise Site	\$600,000.00
	Indrio S-1 - 95	Tranquility Plantation	Dev. Site	\$575,000.00	
	Carlton Road	Teaque Ranch	320 Acres	\$583,000.00	
	Indrio Road	Discount Auto Parts	Com. Site	\$796,300.00	
	Vero Beach	First National Bank	Rental Apts.	\$245,000.00	
	907 South 3rd Street	Suntrust	Warehouse Bldg	\$270,000.00	
	2491 Keen Road		ALF Facility	\$144,500.00	
	Jenkins Road	St. Peter's Lutheran	Church Site	\$290,000.00	
	Kings Hwy Ind. Park	Bee Electronics	Ind. Site	\$225,000.00	
<b>1998</b>	South U.S. #1	Grand Savanna Club	320 Unit Apt.	\$910,000.00	
	3054 Industrial 33rd.		Ind. Bldg.	\$198,000.00	
	1301 South U.S. #1	Clock Restaurant	Rest. Bldg.	\$235,000.00	
	Okeechobee, FL	Boswell Grove / Ranch	448 Acres	\$735,713.00	
	1102 South U.S. #1		Com. Bldg.	\$300,000.00	
	Seminole Road	Speed Grove	93 Acres	\$462,135.00	
	South A-1-A	S. Florida Water Mgt.	103 Ac. Ocean	\$4,590,000.00	
	100 Avenue "A"	P.P. Cobb Complex	Com. Bldg.	\$775,000.00	
	200 Indian River Drive	Manatiki Restaurant	Rest. Bldg.	\$360,000.00	
	Wheeler Terrace	Sleep Inn	Hotel Site	\$290,000.00	
	South U.S. #1	Wendy's	Restaurant Site	\$337,500.00	
	Fort Pierce		12 Rental Units	\$230,000.00	
	St. Lucie County		20 Rental Units	\$485,000.00	
	Rangeline Road	Fox TV	Heavy Ind. Site	\$148,500.00	
	<b>1999</b>	South 25th Street	St. Lucie County	13 Ac. Pres.	\$210,000.00
Fort Pierce			12 Rental Units	\$178,000.00	
South U.S. #1		Sunrise Ford	Dealership Exp.	\$597,500.00	
N. Hutchinson Island			High-rise Site	\$1,200,000.00	



**QUESTIONNAIRE - #7**

	900 Virginia Avenue		Office Complex	\$890,000.00
	2012 South U.S. #1	Citgo Oil	Major Oil Site	\$740,000.00
	Seminole Road		228 Ac. Grove	\$581,000.00
	901 North 7th Street	Don King Enterprises	Boxing Camp	\$867,000.00
	Okeechobee At I-95	Harbor Federal	10.9 Ac. Com.	\$265,500.00
	St. Lucie Cross Roads	Harbor Federal	3 Com. Lots	\$217,000.00
	Darter Court	Steak-N-Shake	Fast Food Site	\$497,000.00
	Vero Beach	Montoya Groves	104 Acres	\$600,000.00
	St. Lucie Blvd.		71 Ac. Ind.	\$425,000.00
	Vero Beach	Smigel Partners	Acre Grove	\$814,810.00
<b>2000 Sales</b>				
Jan-00	Peters Road I-95	Orange Public Storage	Mini-Storage Site	\$200,000.00
Mar-00	I-95, Orange Avenue	WCI	324 Acre Site	\$2,400,000.00
Apr-00	North A-1-A	TRIZEK Development	High-rise Site	\$1,550,000.00
	Kings Hwy Ind. Park	ATX Forms	Ind. Site	\$126,000.00
	5350 Sun Citrus Blvd.	Bank of America	Ind. Bldg.	\$600,000.00
May-00	South U.S. #1	Olson	Com. Site	\$370,000.00
	Kit Industrial Park	AAA Copper	Industrial Site	\$263,200.00
Jun-00	3505 Kirby Loop Road	Moose Lodge	Fellowship Lodge	\$325,000.00
Jul-00	North A-1-A	SFWM	60 Ac. Ocean Pres.	\$700,000.00
Aug-00	6190 Emerson Avenue		Plant Nurs. & Hm	\$45,000.00
	3865 North U.S. #1		Island Triplex	\$204,000.00
Sep-00	South A-1-A	Crimson Group	850 Ft. Oceanfront	\$950,000.00
Oct-00	Rangeline Road	McCarthy	125 Acres - AG	\$375,000.00
Nov-00	Vero Beach	Mason Simpson	Oceanfront Dev.	\$4,700,000.00
Dec-00	801 Avenue "B"		Rental Units	\$204,000.00
	Old FFA Road	Horizon Tree Farm	AG Site	\$270,000.00
<b>2001 Sales</b>				
Jan-01	2701 Industrial 3rd.	Modular Medical	Ind. Bldg.	\$350,000.00
	North A-1-A	AYERS Group	Oceanfront Site	\$989,000.00
Feb-01	800 South 3rd St.	Lloyd Properties	Com. Site	\$111,000.00
	Indian River Drive	Adams Ranch	Riverview Com.	\$362,000.00
Mar-01	617 Orange Avenue		Com. Bldg.	\$150,000.00
	Okeechobee		105 Acre Ranch	\$430,000.00
	415 Avenue "A"	Brackett Family	Office Bldg.	\$395,000.00
May-01	Vero Beach		Dev. Site	\$298,200.00
Aug-01	1802 South U.S. #1	Sunset Inn	Motel	\$900,000.00
	Vero Beach		20 Acre - AG	\$217,000.00
Sep-01	3322 Orange Avenue		Com. Bldg.	\$200,000.00
	Shinn Road	Rovi Farms	Tree nursery Site	\$330,000.00
Oct-01	North A-1-A	KODSI Developers	High-rise Site	\$865,000.00
	Fort Pierce		22 Rental Units	\$415,000.00
	Hutchinson Island		Dev. Site	\$2,100,000.00
	1025 Orange Avenue	Brackett Family	Redev. Site	\$335,000.00
	2501 Virginia Avenue		Bank Site	\$305,000.00
Nov-01	Will Fee Road		Industrial Site	\$135,000.00
Dec-01	St. Lucie County	Equitable Life	1135 Ac. AG	\$2,100,000.00
	St. Lucie County	Metropolitan Life	164 Ac. AG	\$410,000.00
	Okeechobee Road	Prudential Insurance	327 Dev. Site	\$2,200,000.00
<b>2002 Sales</b>				
Feb-02	Fort Pierce		8 Rental Units	\$190,000.00
	Okeechobee & Carlton		22 Ac. AG	\$148,000.00
Mar-02	Kings Hwy Ind. Park		Industrial Site	\$115,000.00
	Vero Beach	Vero Airport Trade Cntr	Com./Ind.	\$1,350,000.00
	905 Avenue "J"		9 Unit Apt.	\$240,000.00
	Johnson Road	Kingwood Estates	107 Ac. Dev.	\$668,250.00
Apr-02	614 Avenue "I"		6 Unit Apt. Bldg.	\$145,000.00
	4002 North A-1-A		Oceanfront Site	\$435,000.00
	10072 N. Ocean Blvd.	Beach Company	High-rise Site	\$2,100,000.00
May-02	3215 South U.S. #1	WBS Management	Retail Center	\$700,000.00
	3501 Orange Avenue	WBS Management	Office Building	\$325,000.00



**QUESTIONNAIRE - #7**

	4891 North U.S. #1	Hopkins	Motel Rehab	\$225,000.00
Jun-02	St. Lucie Crossroads	Zurich Investors	Commercial Sites	\$349,000.00
	Carlton Road	Bailey Ranch	110 Acres	\$546,000.00
Jul-02	2635 Keen Road		20 Acre Ranchette	\$230,000.00
	Orange & Pulitzer		37 Acre Grove	\$210,000.00
	South 25th Street	Rosslow & Radke	8 Ac. Dev. Site	\$135,000.00
	Dundas Court		6 Rental Units	\$90,000.00
Aug-02	Fort Pierce		14 Rental Units	\$320,000.00
Sep-01	North A-1-A	Suntrust Bank	12 Acres W/Side	\$400,000.00
	North A-1-A	P.V. Martins Restaurant	Oceanfront Rest.	\$1,500,000.00
	South U.S. #1	Larter Family	8 Acres Commercial	\$490,000.00
	Kings Highway	Trenay	34 Acre Site	\$335,000.00
	Orange Avenue	Twin Oil	Oil Station AMCO	\$475,000.00
	Louisanna Avenue		24 Unit Apt.	\$905,000.00
Oct-01	8 a. grove Brocksmith	DiGuseppi	28 Acre Grove	\$150,000.00
	3415 Midway Rd.	FL Center for Recovery	ALF/ Rehab Center	\$4,210,000.00
Nov-01	Ind. Lots for Schwan's	Schwan's Famly	2 Industrial Lots	\$81,000.00
	Emerson Road	Berman Trust	80 Acres	\$703,000.00
	5443 N. US1 Com Site	Prichard	Commercial Site	\$213,000.00
Dec-01	800 Virginia Ave	H & H LLC	Retail Plaza	\$2,800,000.00
	Sunrise & Bell Avenue	Gevinson ET AL	21 Ac. Multi-fam.	\$215,000.00
	920 Midway Road	Bailey Family	38 rental units	\$1,450,000.00
	Reserve Bus. Park	Adam's Ranch	Warehouse Building	\$1,250,000.00
	1150 Bell Ave.	Taylor Investments	Warehouse Building	\$700,000.00
	Johnston Road	Maimon Properties	37 Ac. Dev. Park	\$440,000.00
<b>2003 Sales</b>				
Jan-03	North 25th Street	Holtsberg	Unit Apartment Site	\$125,000.00
	Orange & Sneed	Diamond R Fertilizer	37 Acre Industrial Site	\$250,000.00
	Kings Highway	Trenay Properties	34 Acre Industrial Site	\$532,115.00
	82 Ave Vero Beach	Equitable Life	100n Ac. Investment	\$5,250,000.00
	North 29th Street	Johnson Family	9 Rental Apartments	
	North U.S. #1	Bank	Orchid Acres MH Park	\$440,000.00
	701 South U.S. #1	Holmes Oil	CitGo Gas Station	\$350,000.00
Feb-03	U.S. #1 & Indrio Road	Murphy / Witt	Intersection Site	\$385,000.00
	Johnston Road	Stephens Citrus	35 Acre Grove	\$342,500.00
	3490 Oleander Avenue	Nelson	Warehouse Building	\$350,000.00
	Angle Road	Leal Investment	280 Ac. Dev.	\$2,000,000.00
	KH Industrial Park	BUEROGGE	2 Industrial Lots	\$131,700.00
	1360 Carlton Court	Bodhoo Investments	5 Units, S. Beach	\$300,000.00
	493 Port St. Lucie Blvd.	Riverside / Krozz	Commercial Site	\$425,000.00
Mar-03	2696 McNeil Road	Acadmy of Sports	3 Acres McNeil Road	\$110,000.00
	400 North Rock Road	Mid FL Freezer	10 Acre Industrial Site	\$535,000.00
	Juanita Avenue	St. Lucie County	56 Acre Preservation	\$744,000.00
	1800 North U.S. #1	Hurst / Bank of America	Warehouse Building	\$175,000.00
	Cove Road	Solitron Building	20 Acre Site	\$800,000.00
Apr-03	KH Industrial Park	Steiner	6 Industrial Lots	\$408,500.00
	414 Avenue A	Brackett Family	800 sf downtown bldg	\$315,000.00
May-03	Germany Canal Road	Mallard Trust	318 Acre Grove	\$713,250.00
	Kings Highway	Wynne Corp.	58 Ac. Dev.	\$700,000.00
	614 Avenue I	Lancaste	6 Unit Apt. Bldg.	\$195,000.00
	Sapp Road	Forte / MMG Holding	Light Industrial	\$160,000.00
	2650 Peters Road	Orange Storage	8 Ac. Com. Site	\$380,000.00
Jun-03	9500 South U.S. #1	AIG Insurance Group	K-Mart Bldg.	\$1,200,000.00
	604-610 Ixoria Avenue	Freeman Receiver	32 Comdominiums	\$1,584,000.00
	U.S. #1 & Tozour	Zoratti	1.3 Ac. Com. Site	\$102,500.00
	St. James Drive		9.6 Acre	\$325,000.00
	Glades Cut Off Road	Walmart / Flagler	228 Acre Distribution	\$5,595,000.00
	South 25th Street	Terpening / Wild	63 Ac. Dev. Site	\$1,900,000.00
	Port St. Lucie Blvd.	Riverside Bank	1 Acre Site	\$425,000.00
	A-1-A	Lancaster	Oceanfront Duplex lot	\$445,000.00
Jul-03	Seaway Drive	Rollins Family	Development Site	\$525,000.00
	Virgina Avenue	Joseph Metler ET AL	Professional Site	\$205,000.00
	U.S. #1	First Republic Co.	8 Ac. Ind. Dev.	\$263,000.00



**QUESTIONNAIRE - #7**

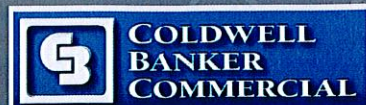
Jul-16	Seaway Drive	Rollins Family	Inlet Front	\$525,000.00
Aug-03	North A1A	Doverspike	210' Oceanfront	\$1,117,000.00
	Kobleguard	Schirard Family	36.5 Ac. Future Dev.	\$457,280.00
	Lakewood Park	Stephens Rental	37 Rental Units	\$1,500,000.00
	602 South 10th Sreet	Nishcra LLC	Rental Units	\$350,000.00
	Selvitz	Gottlieb	Selvitz Rd.	\$200,000.00
Sep-03	805 Shorewinds	Kolano	N. Beach Triplex	\$245,000.00
	2900 Industrial 33rd	Trim Craft Industrial	5 Acre Industrial Site	\$280,000.00
	1001 S. Ocean Drive	KODSI Development	S. Beach Condo Site	\$2,325,000.00
	South U.S. #1	ARRP TRUST	Commercial Site	\$335,000.00
Oct-03	1404 S. 28th St.	KNAPP Investment	Office Building	\$290,000.00
	Orange Avenue Exit	Marine Investments	3 Acre Citrus Grove	\$299,000.00
	Copenhaver Road	Neil / Griffin	34 Acre I-95 Site	\$1,750,000.00
	Seaway Drive	MMG Partners	Inlet Front Site	\$900,000.00
Nov-03	Orange Ave. & I-95	Pugliese Investment	13 Acre I-95 Site	\$895,000.00
	3955 S. US Hwy #1	ARRP	13 Acre Com. Site	\$475,000.00
	90th Ave. - Vero	Barone Family	Citrus Grove	\$643,750.00
	74th Ave. - Vero	Kennedy Grove	Citrus Grove	\$250,500.00
	3955 S. U.S. Hwy #1	ARRP Trust	Mixed Use Site	\$475,000.00
	North 29th Street	Hunt Family	17 acre multi-family site	\$540,000.00
Dec-03	Schumann Road	Etter Family	43.8 acre Grove	\$344,000.00
	Kings Highway	Etayem Family	19.5 Development Site	\$410,000.00
	1803 South 25th	Summerhays Ptnership	Prof. Office Bldg.	\$890,000.00
	Carlton Road	Varn Citrus	70 acre citrus grove	\$350,000.00
	Rouse Road	Acorn R.E.	Riverfront M.H. Park	\$2,300,000.00
	607 S. Market Rd.	Casey Group	Warehouse Complex	\$625,000.00
	540 S. Market Rd.	Levine Investments	1 Ac. Ind. Site w/imp.	\$1,600,000.00
	Carlton Road	Varn Citrus	69 acre Grove	\$350,000.00
<b>2004 Sales</b>				
Jan-04	Angle Road	Rubio Partners	154 Acres	\$1,558,834.00
	919 South 25th	Former ABC MH Park	Apt. Dev. Site	\$452,000.00
	6000 S. US. Hwy #1	Keeting Partners	5 acres commercial	\$610,000.00
	Range Line Road	Design Built, Inc.	10 acres Industrial	\$325,000.00
	Sunrise Boulevard	Sandpiper Group	20 Ac. Dev. Site	\$295,000.00
	17 & 43 Ave. Vero	Sundland Development	VB Dev. Site	\$3,600,000.00
	2700 Industrial 2nd	Pugliese Family	70,00 s.f. warehouse	\$1,300,000.00
Feb-04	Indrio Road	General Electric	15 Ac. Multi-Family	\$610,000.00
	755 Midway Rd. Lot	Deulilo	Vacant Commercial Lot	\$125,000.00
	2800 Kings Highway	Pilot Truck Stop	Office building	\$325,000.00
Mar-04	25th St. SW, Vero	Sundland Development	Development Site	\$1,127,000.00
	Prima Vista Blvd. Lot	AARRP Family	Commercial Lot	\$185,000.00
	St. Lucie & Hammond	Sapp Family	2.7 acres Industrial	\$175,000.00
	U.S. Hwy. #1		Pool Business	\$115,000.00
	Avenue C	Hunt Trust	3 Acre Multi-Family Site	\$60,000.00
Apr-04	U.S. Hwy. #1		.9 acres commercial	\$225,000.00
	Emerson Avenue	Rieder Group	Future Dev. Site	\$866,020.00
	360 Carlton Ct.	Fodor Family	5 Unit Apt. S. Beach	\$355,000.00
	407 Angle Rd.	Fodor Family	Industrial Site	\$175,000.00
	14500 Okeechobee Rd	Morales	Convenience Store	\$154,500.00
	623 Texas Ct.	Bodhoo Family	3 rental units	\$80,000.00
	Emerson Ave.	Platts Family	40 acres future dev. Site	\$865,000.00
	Emerson Ave.	Platts Family	40 Ac. Future Dev.	\$865,000.00
	2010 Ave. D	New Thailand	Restaurant	\$95,000.00
	1302 N. 2nd	Alonzo	Port Area Parcel	\$195,000.00
	Goodwin Rd.	S & S. Land	Future Dev. Site	\$939,900.00
	South U.S. #1	WTC Investment	4.2 Ac. Com. Site	\$335,000.00
	620 S. U.S. #1	Lentin	Commercial Site	\$195,000.00
May-04	198 Rosewood	Trenary	Development Site	\$282,500.00
	658 N. 2nd	Smyth Family	Retail/Apt. downtown	\$250,000.00
	S. 2nd St.	Barnes Trust	Office site downtown	\$253,000.00
	2310 S. 29th	Southern Conference	Non-Profit Mtg. Hall	\$450,000.00
	Kings Highway	Builders First Source	22.9 Ac. Ind. Site	\$582,500.00
	N. U.S. #1 & Indrio	Wolf Acquisitions	13 acre corner site	\$1,500,000.00



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**QUESTIONNAIRE - #7**

May-04	658 North 2nd 2310 S. 29th	Minor Woodmen of the World	Bait & Tackle Shop Com. Bldg.	\$250,000.00 \$450,000.00
Jun-04	Off Orange Ave. Ext. 3855 S. U.S. #1	Wynne Ranch Wal-Mart	Agricultural Land Sam's Club Bldg.	\$1,050,000.00 \$2,910,000.00
	Mariah Circle	Bobcat Investments	1.2 Ac. Ind. Site	\$95,000.00
	Seminole Road	Brant Jr.	Future Dev. Site	\$2,640,400.00
	Mohawk Avenue	Bailey Family	21 home sites	\$281,667.00
	South A1A Lot	Pine Tree 66 Corp.	Oceanfront Lot	\$710,000.00
Jul-04	25 acres ocean front	MMG LLC	Oceanfront Condo Site	\$5,900,000.00
	1 South U.S. Hwy #1	Nelmart Assoc.	18 Acres Commercial	\$1,700,000.00
	Smallwood Ave.	Ando Midas Family	12 Acres Multi-Family	\$450,000.00
	S. 25th St. & Midway	Zaydon Trust	28 Ac. Res. Site	\$1,650,000.00
	Orange Ave. & 11 St.	Dovespike	Commercial Lot	\$107,300.00
	Indrio Crossings Ph II	Freedman Group	14 Ac. Shopping Center Site	\$1,300,000.00
	1204 19th Place	PARVUS	Com. Bldg. Vero	\$550,000.00
	Kings Highway	Treasure Coast Realty	17 Acre Industrial Site	\$800,000.00
	Johnson Road	Horizon Investments	Dev. Site I.R. Co. Line	\$2,150,000.00
	Weatherbee Road	Kraaz Family	6.5 Ac. Dev. Site	\$400,000.00
Aug-04	Weatherbee Road	Leonard/Brinkley Family	Multi-Family Site	\$340,000.00
	St. Lucie Blvd.	Scan Print	5.5 Acre Industrial Site	\$352,550.00
	DeMaret St., Titusville	Sierra Properties	Multi-Family Site	\$340,000.00
	Carlton Road	Ginn Development	102 Ac. Future Dev.	\$1,016,900.00
	Seneca Avenue	Bailey Family	10 Duplexes	\$1,028,000.00
	North A-1-A	Vittello Investments	1.7 Ac. Multi-fam. Site	\$2,300,000.00
	1028 Orange Avenue	Snyfer Partners	Retail Strip & House	\$165,000.00
	1822 Gulfstream Ave.	Marangelli	Beach area duplex	\$320,000.00
	Weatherbee Rd. Lot	Wuehrman	Commercial Lot	\$340,000.00
	Indrio Rd.	Sussex Dev. Co.	17.5 Acre Developmental Pa	\$595,000.00
Sep-04	St. Lucie Blvd.	Katwaru Family	1.09 Acres Com. Invest.	\$110,000.00
	6000 St. Lucie Blvd.	Chua Family	24 Ac. Future Ind. Site	\$903,170.00
	Keen Road	Chua Family	16 Ac. Future Ind. Site	\$474,000.00
	823 Sunrise	Celestial Grp	19 Unit Apt. Bldg.	\$1,200,000.00
Oct-04	1940 PSL Blvd.	Mannino Family	Strip Center	\$1,500,000.00
	2635 Keen Road	Schreiber Investments	23 ac. Future Ind. Site	\$818,650.00
	Dusk Way	Platts/Rowe Family	75 Acre Grove	\$930,000.00
	S. U.S. Hwy #1	Siliquin Auto	3 Commercial Acres	\$300,000.00
	Lots A1A	S. Beach Cottage Corp	11 Commercial Lots	\$360,000.00
Nov-04	Fork Rd., Stuart	P.B. Horizons	4.3 ac. Multi-fam. Site	\$850,000.00
	North U.S. #1	Hancock Trust	Commercial Site	\$185,000.00
Dec-04	5242 St. Lucie Blvd.	Khan Family	1.8 ac. Com. Site	\$135,000.00
	Decordre Ct. & S. 17th	BiSear Investment	4 Duplexes	\$355,000.00
	North U.S. #1	Wynne/Newman	2 Ac. Com. Site	\$401,732.00
	401 Angle Road	Adams Ranch	Wholesale Sup. Fac.	\$1,275,000.00
	Nebraska Ave.	Adams Ranch	Med. Office Fac.	\$1,275,000.00
	River Ridge	Multiple Buyers	6 Condos	\$610,000.00
<b>2005 SALES</b>				
Jan-05	Header Canal	Turner Investments	225 Acre Ag Land	\$3,128,000.00
	2502 Okeechobee Rd.	Fernandez	Com. Intersection Site	\$278,000.00
	1757 Seaway Dr.	Sussex Dev.	Multi-Family Site	\$275,000.00
	Kings Hwy.	Miller Family	13.6 acres-pot. Ind. Site	\$1,073,610.00
	66th & 53rd - Vero	AYOUB Family	Development Site	\$2,050,000.00
	1940 N. 3rd	MaComber Properties	Future dev. Site	\$230,000.00
Feb-05	Hammond Rd.	Cushman Fruit Co.	38 acres ind.	\$1,110,400.00
	17th Street	Jana/Lawson	Commercial Site	\$591,000.00
	3245 Okeechobee Rd	Adams Ranch	Hughes Plmbg Facility	\$1,100,000.00
	2903 Orange Ave.	Coleman Invest.	Strip Center	\$455,000.00
	823 Orange	Theobald Brothers	Commercial Bldg.	\$550,000.00
	1009 Midway Rd.	Rising Sun Invest.	Commercial Site	\$175,000.00
	Header Canal	Hancock Family	27 Acre Grove	\$350,000.00
	Various Locations	Jazzmaz, Inc.	Various Bldg Lots	\$591,500.00
	Nebraska Ave.	Thames Family	Multi-Family Site	\$320,000.00
	Okeechobee Rd.	Forget Family	15.9 Acres Future Commerc	\$1,300,000.00
Mar-05	Indrio Rd.	Indrio Estates, Ltd.	32 acre Dev. Site	\$1,100,000.00



**COLDWELL  
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PARADISE HOYT MURPHY REALTORS

**BID PROPOSAL RFP NO. 2016-012**

**QUESTIONNAIRE - #7**

May-05	440 NW Peacock Rd.	Adams Ranch	SLW Ind. Bldg 22,000	\$2,350,000.00
	2909 S. 25th ST.	Lotux Investments	Multi-family Site	\$615,000.00
	Sapp Road	Freeman	Ind. Site near Airport	\$737,000.00
	Edwards & Selvitz	Honea Investments	Development Site	\$475,000.00
	7445 Commercial Cntr	Walker Produce	Ind. Facility	\$1,200,000.00
	1702 Gulfstream	Valdes Family	4 units Hutchinson Is.	\$599,000.00
	3613 Orange Ave.	Vanantwerp	Commercial Site	\$235,000.00
	3323 Orange Ave.	Lago Investments	Commercial Site	\$230,000.00
	5550 S. US #1	Thames Family	3 acres com. Site	\$825,000.00
Apr-05	1001 N. U.S. #1	Jazzmaz, Inc.	1/4 acre Com. Site	\$130,000.00
	1400 Binney Drive	Teel Trustee	S.Beach Duplex	\$290,000.00
	301 S. 6th St.	Parties & Petals, Inc.	Commercial Site	\$480,000.00
	1119 Hernando Street	Paradis	Duplex	\$420,000.00
	Kings Hwy & Miramar	Freedman Tr.	Multi-Family Site	\$1,000,000.00
	Okeechobee Rd. & I-95	Curtis Trustee	13 acre Interstate Site	\$2,550,000.00
	440 Peacock Rd.	Adams Ranch, Inc.	29,350 Sq. Ft. Whse. - St. Lu	\$2,350,000.00
May-05	6019 S. U. S. #1	Loupe Family	9 acres S. U. S. #1	\$1,200,000.00
	Seaway Dr. & S. Ocean Dr.	Rollins Family	1.3 acre Inlet View Site	\$1,800,000.00
	1123 Hernando Street	Wood	Duplex	\$450,000.00
	Wilder St.-Daytona	Daytona Investments	Multi-Family Site	\$1,900,000.00
	1523 Jenkins Rd.	Odom Family	5 acre Site	\$500,000.00
	Sapp Rd.	Sawgrass Lane Ltd.	Industrial Site	\$1,410,000.00
Jun-05	Cardamine St., Indiantown	Swenson Family	Hydroponic Nursery	\$550,000.00
	Commercial Circle	Unifirst Corp	Industrial Lots	\$530,000.00
	411 S. Ocean Dr.	Ocean Edge LLC	Oceanfront Townhome Site	\$4,650,000.00
	122 Avenue C	Main Street-Ft. Pierce	Historic Office Bldg	\$325,000.00
	440 Concourse	Madden Tr.	Industrial Site - St. Lucie We	\$575,000.00
	Orange Ave. & I-95	Jana Park Inc.	53 Acre I-95 Interchange Site	\$5,030,000.00
	440 Concourse	Nichols/Madden	1.33 Acres	\$575,000.00
Jul-05	2505 & 2801 Orange	Volante Properties	Orange Ave. Site	\$250,000.00
	Orange Ave & I-95	Trenary Properties	Orange & I-95 (5 ac)	\$800,000.00
	4405 S US #1	Rick Starr	Auto Dealer Facility	\$2,000,000.00
	6708 Gaddy	Darville	Lkwood Pk Day Care	\$475,000.00
	500 Stadium Dr.	Cappozoli/Donahue	3.36 Acres St. Lucie West	\$1,250,000.00
	Sun Citrus Blvd	Cushman Fruit Co.	Industrial Site	\$249,000.00
Aug-05	Gordy Rd	R.J. Financial	80 ac - Multi-family	\$6,100,000.00
	1401 N 2nd St	AHJ, LLC	51,000 sf Ind. Fac.	\$3,000,000.00
	1106/1110 S US #1	Freeman/Daminano	Commercial Bldg.	\$700,000.00
	6489 S US #1	Awesome Ranch, LLC	Okeechobee RE Dev. Site	\$2,500,000.00
Sep-05	CONFIDENTIAL	Withheld	15 Ac AG/Office Dev. Site	\$3,000,000.00
	Williams & McCarty	Barley Family	36.7 Acres	\$1,330,000.00
	St. James & Airoso	James Family	Commercial Corner	\$570,000.00
	Moscarelli/Altadonna	2765 PSL Blvd.	4 Lot Package	\$660,000.00
	110 S. US #1	JMS Properties	Downtown Strip Cntr	\$600,000.00
Oct-05	S US #1	Joan, LLC	Commercial Site	\$650,000.00
	1142 Binney Dr.	Gordon Family	Island Duplex	\$389,000.00
	S US #1	Keys Family	Commercial Car Lot	\$695,000.00
	18905 Orange Ave Ext	Tigers For Tomorrow	30 Acres	\$1,321,240.00
	2607 Kerr	Cleveland/Polk	Commercial Bldg.	\$200,000.00
Nov-05	5203 S US #1	Keys Trustee	Automotive Facility	\$695,000.00
	2140 Bell Ave	Privilege Dev	5 Acre Site	\$490,000.00
	526 N 26th	D & L Group	8 Unit Package	\$330,000.00
	N US #1	Moldavia Marble	Commercial Site	\$650,000.00
Dec-05	526 Ave A	Furniture Lay Away	Commercial Bldg.	\$925,000.00
	Melody Lane	IMC Communities	36 Unit Riverfront Site	\$4,000,000.00
	25th & Edwards	Terpening Engineers	Professional Office Site	\$750,000.00
	25th & St. Lucie Blvd.	Hancock Family	Commercial Corner	\$225,000.00
<b>2006 SALES</b>				
Jan-06	5685 4th St., Vero	Keen Family	Development Site	\$4,150,000.00
	1230 Seaway Dr.	Mipal Realty	Holiday Inn Express	\$7,880,000.00
	201 S Ocean Drive	ARRP Trust	Former Circle K	\$690,000.00
	S US #1		Multi-Family Site	\$1,100,000.00
	926 Wagner	Kruse Properties	Duplex	\$140,000.00



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QUESTIONNAIRE - #7

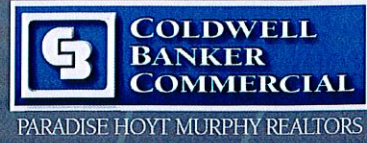
Feb-06	2604 Ave. D	Coe Properties	7 Unit Package	\$390,000.00
Mar-06	Kings Highway Industrial Park	Bria Family	Industrial Site	\$590,000.00
	US-1 & Ave H	Dunford Properties	Commercial Site	\$326,000.00
	Kings Hwy	Freedom Investment	80 Acres Commercial Reside	\$3,800,000.00
	1101 N. US-1	Wilson Properties	Commercial Bldg.	\$385,000.00
Apr-06	25th St.&Edwards Rd.	Sabin Properties	14 Acres Commercial Site	\$2,221,000.00
May-06	Enterprise Rd.	84 Lumber	13.8 Acre Industrial Site	\$2,422,350.00
	Orange Ave at Jenkins	Hoeffner Family	30 acre Residential Site	\$3,056,200.00
	Enterprise Rd.	Hughes Supply	5,000 sq. ft. Industrial Buildin	\$144,584.00
Jun-06	Peacock	Grober/Design Center	3 Acres Industrial Site - S.L.V	\$1,950,000.00
Sep-06	Sarasota, FL	84 Lumber	30,000 sq.ft. Ind. Bld'g on 10	\$3,575,000.00
Oct-06	11315 US #1, Vero Beach	Jarvis	US#1 Commercial Site	\$525,000.00
Dec-06	5113 LaSalle St., Ft. Pierce	Cunningham	Triplex	\$236,000.00
<b>2007 SALES</b>				
Jan-07	Panama City, FL	84 Lumber	10 Acre Industrial Site	\$1,354,816.00
Feb-07	Titusville, FL	84 Lumber	10 Acre Industrial Site	\$1,100,000.00
	1931 Crestview	Herbst	Duplex - Hutchinson Island	\$379,000.00
	440 Peacock Blvd.	ABC Building Supplies	Industrial Building Lease	\$955,644.00
Mar-07	Orange Avenue	Turner Family	18 acres mixed use site	\$3,300,000.00
	3405 Industrial 29th	Ashley Aluminum	Industrial building	\$875,000.00
May-07	1412 S. US #1	S & S Land Co.	Commercial site	\$950,000.00
	1150 S. US #1	S & S Land Co.	Commercial site	\$695,000.00
	1110 S. US #1	S & S Land Co.	Commercial Site	\$885,000.00
Jun-07	6395 Heritage	Vera	Condo Warehouse	\$150,000.00
	DiGiorgio	84 Lumber	13 Acres Industrial Site	\$1,732,500.00
Jul-07	Leeper Road	Platts Trust	37 Acres Agricultural Land	\$672,700.00
	7469 Commercial Circle		3 Yr. Industrial Lease	\$140,250.00
	2nd Street, Fort Pierce	Adams Ranch	Office Site	\$375,000.00
Aug-07	1107 Hernando St.	Herbst	Duplex - Hutchinson Island	\$240,000.00
Sep-07	3998 N. US Hwy. 1	Delaporte A/C	Mixed Use Property	\$260,000.00
	504 S. 33rd St.	Banner Exterior	Commercial Building	\$400,000.00
	3071 Hammond Rd.	Theo Trust	5 Acres - Industrial	\$340,000.00
	15860 West Park Ln.	Wild Family	6+ Acres Industrial	\$850,000.00
Oct - 07	414 & 1234 Ave. D	City of Ft. Pierce	Redevelopment properties fo	\$332,500.00
Nov - 07	12101 Orange Ave.	Varn Citrus	Trucking Facility	\$955,000.00
	Pueblo Viejo Lease	Pueblo Viejo	Restaurant Lease - Okeechoc	\$300,000.00
Dec-07	727 North US # 1	VA Administration	Officer Space Lease for VA	\$109,000.00
<b>2008 SALES</b>				
Jan-08	Jenkins & Orange Ave.	FPUA	Utility Lift Station Site	\$525,000.00
Feb-08	701-707 S. 24th St.	Smith Holding	8 Rental Unit Complex	\$515,000.00
Mar-08	1050 S. 37th St.	Mount Bethel Church	5 Acre Church Site	\$250,000.00
	3731 Oleander Ave.	Lunstrom Industries	18,000 Flex Space Bld'g.	\$960,000.00
May-08	2431-2519 Seneca Ave.	Greenstien Properties	4 Investment Homes	\$240,000.00
June-08	2203 Orange Avenue	Childs' Family	Automotive Service Bld'g.	\$285,000.00
	510 Orange Avenue	Andrew Investments	Downtown Commercial Bld'g	\$515,000.00
July-08	1405 N. 25th St.	Marble Unlimited	6 Unit Apartment Bld'g.	\$154,000.00
Aug-08	3001 Industrial Avenue	BANJO Holdings	10,000 Sq.Ft. Industrial Bld'g	\$850,000.00
	Singer Island - Palm Bch. Cty.	Optimum Investments	Waterfront Development Site	\$2,100,000.00
	Pratt Whitney Road	Optimum Investments	Martin County Land	\$1,200,000.00
Oct - 08	1815 20th St., Vero Beach	Sims Family	Office Building	\$680,000.00
	7118 Farmers Market Road	Gary Ashton	Warehouse	\$349,000.00
	1104 Colonnades	Crazy Nicks- So. Beach	Operating Restaurant	\$75,000.00
	1463 SE Village Green	Sudymont	Warehouse Condo	\$38,000.00
Dec-08	1905 Okeechobee	Rochester Properties	Retail Site	\$100,000.00
	1380 St. Lucie West Blvd.	ARCCO, Inc.	NNN Leased Tire Kingdom	\$1,800,000.00
<b>2009 SALES</b>				
Mar - 09	U.S. Hwy. 1	Green & Rep	5 year Retail Lease	\$180,900.00
	Prosperity Dr, Ft. Pierce	Strang Whse.	5 year Industrial Lease	\$570,000.00
Apr - 09	301 S. U.S. Hwy. 1	Richards Estate	Historic Commercial Bld'g.	\$125,000.00
May - 09	2844 S. Kings Hwy.	Tri-County Towing	Commercial Interchange Site	\$535,000.00
	Nebraska Avenue	(Buyer Confidential)	Medical Office Building	\$980,000.00



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**QUESTIONNAIRE - #7**

July - 09	South U.S. 1	Bucchino Estate	1.13 acre Commercial Site	\$350,000.00
Aug - 09	3306 Enterprise Road	Doyle Properties	20,740 sq. ft. Warehouse Co	\$1,150,000.00
	601 North 7th St.	Flowers Properties	Office Building	\$43,500.00
Oct - 09	309 South 7th St.	Wynne Trust	Office Building	\$227,700.00
Nov - 09	2042 Hayworth Avenue	Kenwood Capital	15,000 sq. ft. Warehouse	\$655,000.00
Dec - 09	8229 S. U.S. Hwy. 1, PSL	RAA Properties LLC	2 Free-Standing Retail Buildi	\$420,000.00
	Pelican Center	Med Mark Service	VA Hospital Lease	\$114,665.00
<b>2010 SALES</b>				
Apr-10	Behind 3233 S. US Hwy 1	Martin Car Transport	1/2 Acre Commercial Lot off	\$50,000.00
May-10	3231 South US Hwy 1	Orkin Pest Control	Facility previously leased to	\$350,000.00
	908-910 North 17th St	Pinder Estate	6 Unit Rehab	\$33,000.00
	Wheeler Ter. at I-95	Tri-County Realty	Commercial Site	\$55,000.00
Jun-10	2510 S. US Hwy 1	EZ Pawn	5 year Retail Lease	\$337,922.00
	2nd Street Station	Raines Insurance	2 Year Office Lease	\$19,500.00
Jul-10	1579 SE Lennard Rd., PSL	AMNG Holdings	Medical Office Building	\$490,000.00
	1122 Orange Ave., Ft. Pierce	City of Fort Pierce	6 Unit Apartment Rehab	\$65,000.00
	1339 Seaway Drive	Coke Family	10 Rental Apts - S. Hutchins	\$304,000.00
Aug-10	L-20 Canal Road	Scott Holdings	9 Acre - Future Developmen	\$170,000.00
Sep-10	803-801 Ave G	BCAG LLC	4 Units - Rehab Special	\$38,000.00
Sep-10	Trowbridge Road	Wynne Bld'g.	150 Acre Agricultural Land	\$625,000.00
	502-508 Howie Drive	Cooper Investments	4 Unit Rental Apartments	\$98,000.00
	4513 S. US Hwy 1	City Cars, Inc.	Car Sales Lot - 2 year Lease	\$67,200.00
Oct-10	Panama City, Florida	Pinnacle Development	13 Acre, 192 Unit Apartment	\$1,300,000.00
	Hammond Rd. & St. Lucie Blvd.	Oceanic Transport	Truck Staging Yard, 3 yr. Le	\$63,000.00
Nov-10	106 Depot Drive	Sudio 207	3 Year Beauty Salon Lease	\$26,000.00
	3925 Selvitz Road	Firehouse Youth	3 Year Lease for Church	\$36,000.00
	1806 S 33rd ST	1st Assembly of God	Church Facility & site	\$360,000.00
	831 Kings Highway	Kings Highway LLC	5,000 sq. ft. Industrial Lease	\$90,000.00
	1811 S US Hwy. 1	Morris Satnick Co's.	US # 1 Commercial Site	\$550,000.00
Dec-10	25 Fisherman's Wharf	Miller & Lee	Port Area Property (0.56 acre	\$450,000.00
<b>2011 SALES</b>				
Jan-11	Dollar General	Green & Rep	10 year Retail Lease	\$900,000.00
Feb-11	Header Canal Road	Wynne Building	307 Acres AG land	\$613,560.00
Mar-11	691 Enterprise	Coastal Project	11,700 S.F. Industrial Bldg. 3	\$140,400.00
Mar-11	South 2nd Street	Nutrition World	Retail Lease - 3 years	\$49,200.00
Apr-11	Holly & Palm Avenues	B & K Groves	23 rental units	\$596,700.00
	1007 S. U.S. Highway 1	EverBank	22 Unit Motel Rehab	\$177,000.00
May-11	Ave K & Ave L	Regions Bank	23 Units - Rehab	\$250,000.00
	Carlton Road Parcel	Kennedy Groves	68 Acres - Ag Only Land	\$130,000.00
	South U.S. 1	Harbor Insurance	Office Lease - 5 years	\$227,240.00
	South 6th Street	Early Learning Coalition	Office Lease - 3 years	\$152,385.00
Jun-11	3063 & 3089 Old Edwards	Indian River State College	Four Units	\$204,000.00
	1702 Gulfstream Ave.	Campos Investments	Four Units - South Beach	\$250,000.00
Jul-11	808 & 902 N. Lake Drive	Martin County Properties	Duplexes	\$104,000.00
	3430 North US 1	Plainsman Investments	1.75 Acres on N US 1	\$100,000.00
	Cross Roads Commerce Park	Tri-County	1.2 Acres Commercial	\$70,000.00
	8515 South US 1	US First Property	Medical Condo	\$95,000.00
	South 6th Street	Daniel M. Foundation	Office Lease - 2 years	\$17,052.00
Aug-11	North US Hwy. 1	Indian River State College	Unbuildable Commercial Lot	\$18,000.00
	301 South 6th Street	Wynne Foundation	Office Building Site	\$165,000.00
Sep-11	1210 Hartman Road	1st Assmeby of God	Church Facility & site	\$264,500.00
	11201 Midway Road	Firefighters Benevolent	Union Hall site	\$239,500.00
Oct-11	Orange & 11th St.	Charlie's Pastries	Small Commercial Site	\$21,000.00
	2624 S. US Highway 1	Wells Fargo Bank	Former Auto Sales Facility	\$255,000.00
Nov-11	308 Hernando Street	Cohen Properties	4-plex on South Hutchinson	\$205,000.00
	NW 72nd Street	PNC Bank	40 Acres - Okeechobee, lirr	\$50,000.00
	Pelican Plaza	MedMark	One Year Lease - Medical S	\$98,000.00
	2nd Street Station	Treasure Coast Yogurt	Two Year Retail Lease	\$21,000.00
Dec - 11	609 Ixoria Avenue	Ft. Pierce Properties LLC	Four Apartments	\$63,000.00
<b>2012 SALES</b>				
Jan - 12	Riviera Beach, FLK	Gale Insulations	One Year Lease - Industrial	\$38,400.00



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**QUESTIONNAIRE - #7**

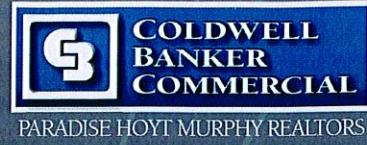
Jan-12	515 North US Hwy 1	Quinn's Automotive	Five Year Lease - Car Lot	\$36,000.00
Feb - 12	1331 Binney Drive	Meyer Investments	Duplex - South Beach	\$138,000.00
	958 Revels Lane	Bredemeyer	Duplex - Fort Pierce	\$55,900.00
	1206 Carlton Court	Dahan Properties	8 Unit Apt. Building - South E	\$370,000.00
	415 Georgia Avenue	Dollar Tree	Five Year Lease - Retail Sto	\$376,875.00
	2222 Colonial Drive	Harbor Federal Bank	Three Year Office Lease	\$142,200.00
	7361 Commercial Circle	Agro-Land O Lakes	10,000 sq. ft. Industrial Build	\$320,000.00
	First Source Park	Shalipan	7,000 sq. ft. Church Lease	\$210,000.00
	First Source Park	Shalipan	1,700 sq. ft. Truck Leasing C	\$30,600.00
Mar - 12	Brooks County, Texas	Trevino Family	273 Acres	\$306,735.00
	15,000 Sq. Ft. Retail Space	Dollar Tree	5 Year Lease	\$376,875.00
	2222 Colonial Road	Colonial Associates	Office Lease	\$142,200.00
May - 12	Orange Ave. Extension	White Holdings	56 Acres AG Land	\$179,200.00
	Eagle Island Rd.	Federal Land Bank	20 Acres	\$55,000.00
	801 & 805 N. Indian River Dr.	Borinino Investments	8 Unit, Waterfront Historic Ap	\$451,000.00
	1461 Commerce Center	Allied Precision	35,000 S.F. Manufacturing F	\$950,000.00
	801 King Orange	B & K Groves	16 Unit Apartment building	\$384,000.00
June - 12	3515 S 35th Street	IRSC	4 Acres for College Expansio	\$275,000.00
	2718 Pineview	IRSC	5 Acres for College Expansio	\$275,000.00
	I-95 & Orange Ave.	Trenary Trucking	4 Acres I-95 & Orange Aven	\$460,000.00
	595 N. Header Canal Rd.	E & O Land Ranch Trust	76 Acres AG Land	\$300,000.00
	2001 Georgia Ave & 951 King O	B & K Groves	32 Apartments	\$880,000.00
	820 35th St., Vero Beach	Denedlos Holdings	Warehouse	\$350,000.00
	160 E Cocoa Bch Causeway	Yin Yip	Commercial building	\$1,000,000.00
July - 12	7305 Commercial Circle	Commonwealth Multi-Pro	14,776 SF Office building in	\$175,000.00
Sep - 12	4510 N US 1, Palm Shores	Delbo	Commercial building	\$135,000.00
Aug - 12	2222 Colonial Road	Harbor Community Bank	Office Lease	\$57,600.00
	3341 S. US Hwy. 1	Schall Investments	Handyman Warehouse build	\$77,000.00
	480 S. Ocean Drive	B B & T	2-Unit Oceanfront Lot	\$300,000.00
	2838 S. US Hwy. 1	Brandenburg	Restaurant building	\$400,000.00
	1010 E New Haven, Melbourne	Dano Trust	Retail Building	\$425,000.00
	7060 Industrial, Melbourne	Talbott	Industrial Warehouse	\$145,000.00
OCT - 12	712 Avenue A,	Nguyen	Warehouse	\$116,000.00
Nov - 12	604-610 Ixoria Ave.	City National Bank	32 unit Apartment building	\$735,200.00
	3610 S. US Hwy. 1	Van Dyke LLC	2.63 Acres commercial prop	\$50,000.00
	3055 N. US Hwy 1	Wesleyan Church	3055 N. US Hwy 1	\$225,000.00
	508 N. 15th St.	Delphose Properties	6 handyman apartments	\$34,900.00
	1000 S. US Hwy. 1	PNC Bank	6,000 sq.ft. handyman comm	\$75,000.00
Dec - 12	3095 Oleander	Suntrust Bank	Warehouse building	\$550,000.00
	3959 S. US Hwy. 1	Anderson	Commercial building	\$163,000.00
	4712 Kirby Loop Rd.	BLL Holdings LLC	Day Care Center	\$145,000.00
	1555 Indian River Blvd.	Bridgewater Investments	1,738 SF Office Condo in Ver	\$225,000.00
<b>Sales 2013</b>				
Jan-13	3100 N. Kings Hwy. Ft. Pierce	DVT Hurricane Shutters	Retail Building	\$250,000.00
	1575 Indian River Blvd, Vero Bc	Bridgewater Investments	1,800 SF office condo in Ver	\$225,000.00
Feb-13	575 NW Mercantile Pl., PSL		Office Condo	\$55,000.00
	2215 Naylor Pl, Ft. Pierce	GSP I	10 Units - townhomes	\$95,000.00
	723 S. 7th St.		Older Apartment building in f	\$85,000.00
	tbd Orange Ave., Ft. Pierce		Commercial lot	\$50,000.00
	2101 Sunrise Blvd., Ft. Pierce		Free standing office building	\$55,000.00
Mar-13	1575 Indian River Blvd, Vero Bc	Bridgewater Investments	1,850 SF Office condo in Ver	\$172,250.00
Apr-13	816 11th Ct., Vero Beach		Commercial warehouse with	\$80,000.00
	707 New Haven, Melbourne		Retail building	\$215,000.00
	1970 Viera Blvd, Melbourne	Long Doggers	Restaurant	\$275,000.00
May-13	Huntington Place, Vero Beach	Kite Properties	Single Family development	\$1,754,500.00
Jun-13	675 Beachland Blvd., Vero Bch.	Lincoln Interiors	Free Standing Office building	\$1,500,000.00
Jul-13	275 18th St. Vero Beach	Live Oak Medical	Class "A" 10,000 SF Medical	\$2,350,000.00
	1609 19th Pl, Vero Beach	A & K Enterprises	Office building	\$80,000.00
	130 S. Indian River Dr.	The Renaissance	4th floor office suite	\$80,000.00
Jul-13	4520 Old Dixie Hwy., Palm Bay	Land Holding	Free standing 2-story office b	\$300,000.00
Aug-13	1335 Hwy 1, Vero Beach	KGP Enterprises	Free standing Restaurant - 5	\$480,000.00
Sep-13	NE Orange Ave. Ft. Pierce	L & G Groves, Inc.	39.7 Acre producing grove	\$400,000.00
	1575 Indian River Blvd, Vero Bc	Bridgewater Investments	2,040 SF office condo in Ver	\$270,000.00



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**QUESTIONNAIRE - #7**

Nov-13	867 & 869 S. Kings Hwy. 585 13th Place, Vero Beach	Whse/office condos AYR Investment LLC	Flex Space - 2 units, 3 yr. lease 8 unit apt. building in downtown	\$60,528.00 \$305,000.00
Dec-13	3206-3210 Louisiana Ave 1140 7th Court, Vero Beach	PNC Bank Whiting Pediatrics	24 unit apartment building in 2-Story Office building with 4	\$550,000.00 \$305,000.00
<b>2014 SALES</b>				
Jan-14	Angle Road, Fort Pierce, FL 7765 144th St. B-3, Sebastian 3240 Cardinal Dr., Vero Beach	GH Modern AG Intern'l. HF Properties Orchid Island Trading Center	154 Acres, zoned AG-5 Office Condo, 900 SF 3 Year Lease on Premiere of	\$600,000.00 \$126,000.00 \$234,414.00
Feb-14	500 Trowbridge Rd., Ft. Pierce 530 S US Hwy 1, Ft. Pierce TBD Kings Hwy., Ft. Pierce 3550 US Hwy 1, Ste. 9, Vero Beach 345 Prima Vista, Port St. Lucie 1834 Wilbur Ave., Vero Beach 1375 Hwy. 1, Vero Beach	PNC Bank MBSA 2 Rita's Ice Gulfstream Business Bank Sunshine Furniture Fun City	Bank-owned, 11.62 acres, In Free-standing, 1058 SF Bldg Bank-owned, 77 acres Strip Mall location, 5 year lease Office condo in St. Lucie We Warehouse divided into three Strip Mall location, 10 year lease	\$100,000.00 \$125,000.00 \$595,360.00 \$93,599.00 \$95,000.00 \$250,000.00 \$1,375,000.00
Mar-14	1575 Indian River Blvd., Vero Beach 300 S. 6th St., Fort Pierce	T C Venture (Seacoast) City of Ft. Pierce & FPUA	Office Condo in premium location 27,248 SF office bldg. on entrance	\$245,000.00 \$500,000.00
Apr-14	3310 S US Hwy 1, Ft. Pierce 130 S Indian River Dr. Ft. Pierce 1606 Avenue D, Ft. Pierce 1575 Indian River Dr., Vero Beach 1018 N 25th St., Ft. Pierce	Bev Smith Toyota Renaissance office suite 4 Unit apartment building T C Venture (Seacoast) Rosco Development	27+ acres on US Hwy 1 Renaissance office suite 4 Unit apartment building Office Condo in premium location 15 Unit apartment complex	\$850,000.00 \$180,000.00 \$160,000.00 \$215,000.00 \$350,000.00
May-15	607 Orange Av., Ft. Pierce 2221 S. Rock Rd., Ft. Pierce 900 S. US Hwy 1, Ft. Pierce		Retail/Office building in downtown Cold War Era "Bomb Shelter" .65 Acre site on US 1 near downtown	\$100,000.00 \$325,000.00 \$152,500.00
Jun-14	1340 US Hwy 1, Vero Beach 1436 Old Dixie Hwy, Vero Beach 606 S 5th St., Ft. Pierce 1705 20th St., Vero Beach Coconut Palm Rd., John's Island 4105 Kings Hwy, Ft. Pierce 5685 4th St., Vero Beach 2222 Colonial Rd., Ft. Pierce	Oculina Bank Vero Commerce Center Rollins Foundation MCNA Land Properties Harbor Community Bank	Lg. restaurant sold for new business 10 year lease, 2,850 SF retail 1926 Apartment building needing 2,200 SF Office duplex in Vero 3 Waterfront development parcels Bank-owned, 39 acres Bank-owned, 37 acres developed Office Building Suite - 5 year lease	\$850,000.00 \$190,000.00 \$125,000.00 \$130,000.00 \$2,985,000.00 \$270,000.00 \$462,000.00 \$120,000.00
Jul-14	4301 N. US Hwy 1, Ft. Pierce 1922,34,36,40 21st Av., Vero Beach 1727 Okeechobee Rd., Ft. Pierce	Rochester Mortgage	16 acres, commercial land 8 Unit apartment complex 4,000 SF strip center	\$350,000.00 \$340,000.00 \$310,000.00
Aug-14	2046 S US Hwy 1, Ft. Pierce 333 17 St. Ste. A & B, Vero Beach 4760 S. US Hwy 1, Ft. Pierce	Knights of Columbus Soundview Property Mgmt O'Reilly's Auto Parts	Lg. commercial building on a 3 year lease of office condo One acre commercial site	\$250,000.00 \$93,875.87 \$399,000.00
Sep-14	150 Magnolia Ave., Daytona Beach TBD Smallwood Av., Ft. Pierce	Magnolia Equity Trust, Ltd	Office building in downtown area 12.9 acres residential land	\$975,000.00 \$95,000.00
Oct-14	4006 Mariah Cir., Ft. Pierce TBD Mariah Cir., Ft. Pierce 2470 Pineapple Ave., Melbourne TBD Kelly Road, Ft. Pierce 3950 N US Hwy 1, Ft. Pierce 3434 Industrial 33rd St., Ft. Pierce 11085 Old Dixie Hwy., Vero Beach		Commercial warehouse with Industrial land Multifamily apartment building 39.91 acres of industrial land Mixed-use US Hwy 1 parcel 2 Industrial Warehouses on 7.6 Acres bank-owned industrial	\$220,000.00 \$450,000.00 \$435,000.00 \$275,000.00 \$40,000.00 \$305,000.00 \$52,500.00
Nov-14	1200 Hwy 70 E., Okeechobee	Springhill Suites	.7 Acre outparcel adjacent to	\$100,000.00
Dec-14	691 Enterprise Drive, Port St. Lucie 601 21st St., Vero Beach 505 N 39th St., Ft. Pierce	Bank of America/Oculina	17,300 SF Warehouse & office 10 year lease of entire floor Short sale 2.5 acres industrial	\$1,100,000.00 \$1,143,582.71 \$100,000.00
<b>2015 SALES</b>				
Jan-15	438 & 436 N 7th St., Ft. Pierce 930 S. Harbor City Bv., Melbourne 717 US Hwy 1, Ft. Pierce		Two multifamily duplexes 10,595 SF, 5 year lease of entire Shopping center of US 1 in Ft.	\$64,000.00 \$583,993.68 \$1,550,000.00
Feb-15	7400 8th St., Vero Beach 3801 Edwards Rd., Ft. Pierce 3300 SW 42nd Av., Palm City 1124 Hernando St., Ft. Pierce Island		10 Acre parcel, equestrian area 8.80 acres Residential land 19,500 SF Office building, 10 MF Apartment building, 5 bldg	\$232,000.00 \$150,000.00 \$1,006,200.00 \$320,000.00
Mar-15	Seaway Drive, S. Hutchinson Island Pulitzer Rd., Ft. Pierce	Square Grouper Restaurant	1.2 acre waterfront commercial 7.49 Acres AG land	\$1,700,000.00 \$95,000.00



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QUESTIONNAIRE - #7

May-15	2405 16th St., Vero Beach	Schlitt Property Management	6 Unit apartment complex	\$275,000.00
	3988 Kings Hwy, Ft. Pierce		Vetrinary Hospital with indoo	\$145,000.00
Apr-15	5201 Turnpike Feeder Rd., Ft. P	Wells Fargo Bank	Bankpowned, 1.79 acres ret	\$160,000.00
	Ixoria Avenue, Fort Pierce	Ft. Pierce Properties, Inc.	8 Investment condos, rented	\$200,000.00
	1230 Old Boynton Rd., Boynton Bch.		6 condos sold as an investm	\$390,000.00
	1720 Okeechobee Rd., Ft. Pierce		Free Standing retail building	\$200,000.00
	940 S Harbor City Bv., Melbourr	Riverside Partnership	6,500+ SF Pffoce building or	\$950,000.00
	4343 N. US Hwy 1, Ft. Pierce	Lloyd Properties Inc.	8,890 SF Retail building in e	\$345,000.00
	2108 Orange Av., Ft. Pierce	Wells Fargo Bank	Free-standing retail building	\$108,000.00
	La Salle Rd. et al, Lakewood Park		6 Duplexes & tri-plexes sold	\$430,000.00



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**QUESTIONNAIRE - #7**

	801/803 Kings Hwy., Ft. Pierce	Pro Core Sports Nutrition	2 Office/Whse condos - Lease	\$328,037.00
May-15	403 S 6th St., Ft. Pierce		Free-standing office building	\$19,200.00
	4591 N Hwy 1, Ft. Pierce	Gulfstream Business Bank	1.55 Acres commercial land	\$87,100.00
	2050 6th St., Vero Beach	VeroMar Properties, LLC	2-story strip center totaling 1	\$1,500,000.00
	14020 Hwy 1, Sebastian	Bay Street Sebastian, LLC	Retail lease space, one year	\$12,800.00
	8720 20th St., Vero Beach	The Victor Building	Lease space - 3 year lease.	\$38,599.88
	9140 44th Ave., Sebastian	ID Vero Group LLC	5-plex Income property with	\$370,000.00
Jun-15	Kings Hwy, Ft. Pierce	JIT Investment, Inc.	56 acres, one parcel with pro	\$550,000.00
	1301 Delaware Ave., Ft. Pierce	E J Rentals	Small retail strip center need	\$87,000.00
	109 20th St., Ft. Pierce		4-Plex building just off Orange	\$65,000.00
	8th Street, Vero Beach		Two 4.86 parcels, filled & wit	\$205,000.00
	701 S US Hwy 1, Ft. Pierce	Certified Pre-owned Cars,	3 year lease of Lease Option	\$85,200.00
	3940 S US Hwy 1, Ft. Pierce		2 acres on Hwy 1 with 300 ft	\$250,000.00
	2010 Avenue D, Ft. Pierce		Small restaurant on corner lot	\$69,000.00
	7500 39th St., Sebastian	Indian River Land Trust	9.72 acres residential develop	\$145,000.00
	6521 SW 39th St., Palm City	FL Community Bank	5 acres from a 10 acre parce	\$130,000.00
	1875 14th Av., Vero Beach		Retail building on downtown	\$360,000.00
Jul-15	2011 S 25th St., Fort Pierce		Multi-tenant office building in	\$635,000.00
	1230 Old Boynton Rd., Boynton Bch.		Final 2 MF Units sold as inve	\$130,000.00
	1555 Indian River B-113, Vero Bch.		Bridgewater Office condo sui	\$170,000.00
	TBD 39th St., Palm City	FL Community Bank	Remaining 5 acres from a 10	\$145,000.00
	2050 6th St., Vero Beach	Kite Miracle Mile Retail LL	5 leases (new & renewal) in t	\$458,849.00
	1542 Guava Av., Melbourne		3 year Lease of Commercial	\$45,000.00
	3405 Ind. 31st St., Ft. Pierce	Pursuit Boats	2 year lease of commercial b	\$247,500.00
	623 S US Hwy 1, Ft. Pierce		.39 Acre lot with old home ne	\$55,000.00
Aug - 15	5720 25th St., Vero Beach		Almost 7 acres of AG land in	\$120,000.00
	TBD Granada St., Hutchinson Island		1.26 acres MF Land sufficien	\$342,500.00
	8266 Old Dixie Hwy., Vero Bch.		.43 Acres commercial land in	\$38,960.00
	13527 US Hwy 1, Sebastian	Rack'n Wagir, LLC	Business Only sale in showin	\$35,000.00
Sep-15				
	1701 Hwy 1 # 9, Sebastian	Plaza One, LLC	Office space in local strip ce	\$12,000.00
	1355-1575 Hwy 1, Vero Beach	Fun City Entertainment	Lg retail space, 5 year lease	\$523,929.95
	1845 Wilbur Av., Vero Beach	Sunshine Furniture Corp.	3,690 SF Whse within the cit	\$275,000.00
	2509 Ave L, Ft. Pierce		5 SF homes in Ft. Pierce for	\$80,000.00
	5270 Hwy 1, Palm Shores		High profile RV Dealership &	\$2,900,000.00
	9200 Orange Ave.		Estate sale. 18 Acres with o	\$150,000.00
Oct-15	3650 N US Hwy 1 Ft. Pierce	Worldwide Marketing Tec	3 Acres located between US	\$125,000.00
	1575 Indian River Dr. C-210	Schlitt Properties LLC	Bridgewater Office condo, 2	\$29,620.32
	1660 Old Dixie Hwy., Vero Beach	Sunshine Furniture Corp.	6,000+ SF commercial whse	\$784,000.00
	1701 Hwy 1 # 3, Sebastian	Plaza One, LLC	2 year lease to Insurance Co	\$22,000.00
	1701 Hwy 1 # 6 & 7, Sebastian	Plaza One, LLC	2 year lease to Retail store	\$44,000.00
	2508 Acrom, # C, Ft. Pierce		Small medical office, one year	\$10,200.00
	510 S US Hwy 1 Ft. Pierce	Lloyd Properties LLC	5 year lease 8,666 sf office b	\$360,640.00
	2201 S 25th St. #D, Ft. Pierce	Autz, Inc.	Medical Office, 5 year Renew	\$108,324.23
	333 17th St., Vero Beach	SIS Realty '89 Ltd.	1 year lease, office space to	\$19,674.50
	1701 Hwy 1 # 4 & 5, Sebastian	Plaza One, LLC	2 year lease to large Mattres	\$43,200.00
Nov-15	1912 23rd Ave., Vero Beach		6 Unit apartment complex, al	\$275,000.00
	680 1st St., Vero Beach	Wells Fargo Bank	Small retail auto building on	\$127,500.00
	Tbd Old Dixie Hwy, Sebastian		1/3 acre lot zoned for industr	\$68,500.00
	1450 Old Dixie Hwy		1 Yr. Lease of 900 SF office	\$11,502.00
	7605 Progress Circle Melbourne		10,000 SF Ind whse/distribut	\$505,000.00
Dec-15	21 Royal Palm Pointe, Vero Bea	Anode, Inc. / Royal Palm	Mixed use, office & restaura	\$1,900,000.00
	1300 Angle Road, Ft. Pierce	Land Holding, LLC (PNC)	11 Acres Industrial use land.	\$173,000.00
Dec-15	1580 NW Hayworth Av, PSL	Premiere Lab Supply	5 Yr. Lease - 8,448 SFwhse	\$302,748.15
	TBD Carlton Rd W., Ft. Pierce		81 acres of AG land in the Al	\$291,500.00
	1902 Highway 1, Vero Beach		Restaurant in excellent locat	\$1,065,000.00
	1410 & 1412 N 25th St., Ft. Pierce		Commercial duplex w/ liquor	\$225,000.00
	1550 A1A, Satellite Beach	A1A Investments	Lg. Office building in promin	\$1,096,000.00
	2215 Nebraska Av., Ft. Pierce		Medical Office suite next to h	\$87,000.00



## **List Training/Education of Proposer and Proposer's staff that will be assigned to this project**

Hampton Jackson was born and raised on the Treasure Coast and has had his real estate license for the past eight years. He has actively been selling residential and commercial real estate in St. Lucie County for the past three years. He has attended numerous training programs on listing and selling commercial/industrial properties and he is considered an expert in the field of marketing and promoting large land deals. He has completed advanced training on several methods of alternative financing from the St. Lucie Realtors Association.

Hampton has established relationships with numerous local builders/developers. He is the primary contact with Suncor Properties and is the lead agent on Coldwell Banker Paradise Hoyt Murphy REALTORS® relationship with Wells Fargo Bank, Adams Homes and P & V Properties Management LLC. Hampton specializes in distressed property sales, commercial investments, foreclosures and income producing properties.

Hoyt C. Murphy, Jr. grew up in his family's real estate business which was established in 1949. His first teacher was his father, Hoyt C. Murphy, Sr., one of the founding fathers of real estate in St. Lucie County. In 1981, after graduating from Florida Atlantic University with a major in Real Estate, he joined the company full-time and a year later secured his Broker's license.

In 1984, Hoyt took over as President and CEO of Hoyt C. Murphy, Inc. Realtors. During his reign as president, the company grew from grossing over \$25 Million annually to a high of over \$179 Million and gained the reputation of being the largest and oldest Real Estate brokerage in the county specializing in commercial, industrial and agricultural properties.

Hoyt holds a Certified Real Estate Brokerage Manager Designation (CRB) and has served as past-chairman of the Florida Commercial Brokers Network. He is presently the Treasurer for TCERDA (Treasure Coast Research & Development Authority), currently serves on the board of Gulfstream Business Bank, the St. Lucie County Advisory Board, the Salvation Army and the Advisory Board for the Fort Pierce Redevelopment Agency. He is the past-board member for the EDC, Riverside Bank Advisory Board and former Director of the Ft. Pierce Rotary Club.

### **Hampton Jackson**

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### **Hoyt C. Murphy, Jr.**

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**BID PROPOSAL RFP NO. 2016-012**

**QUESTIONNAIRE - #8**

Keith D. Kite is the Managing Partner of Kite Properties, an affiliate of Coldwell Banker Commercial Paradise. Keith focuses exclusively on the sale of retail properties throughout the United States. He and his team at Kite Properties specialize in investment sales of single-tenant, net-lease properties, shopping and lifestyle centers. Exclusively representing and servicing retail real estate landlords, owners and investors provides our clients the consistency needed to add value and deliver exemplary service. Keith and the Kite Properties team joined Coldwell Banker Commercial Paradise in 2012 to provide his clients with a nationwide platform, superior marketing and the preeminent name in commercial real estate. Keith has more than 30 years of experience in the retail real estate sales and construction industries. He offers a strong background in real estate investment sales, including ownership, property management, leasing, development, financing and advisory services. His experience provides the expertise his clients require for their real estate investments.

Experience, Integrity, and Excellence define Keith's reputation across the retail real estate industry. His extensive contacts and relationships with owners and buyers - from single assets to multi-unit portfolios and institutional REIT'S - support a strong foundation for marketing retail properties. His expertise coupled with Coldwell Banker Commercial's global platform offers superior marketing exposure for retail properties worldwide.

Keith Kite has knowledge in the sales of hospitality properties. He has developed an 86 room Hampton Inn in Okeechobee, FL (\$10 Million), a Springhill Suites by Marriott, an 83 room hotel (\$12 Million) in Vero Beach, and a Hampton Inn & Suites, 90 rooms in 2015 (\$12.5 Million). All have been Awarding Winning in design and service by Marriott.

Keith Kite has extensive contacts throughout the hotel industry. He attends the Hunter Hotel Conference (see [www.hunterconference.com](http://www.hunterconference.com)) for owners, developers and brokers in the Hospitality Industry. This access to leading development personnel provides an excellent contact base for hotel developer for the King Power Plant Site.

**Keith D. Kite**

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Coldwell Banker Paradise  
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BID PROPOSAL RFP NO. 2016-012

QUESTIONNAIRE - #9

## Provide Market and Advertising Methods

### Commercial Marketing Platform

Coldwell Banker Paradise Hoyt Murphy REALTORS® appreciates the opportunity to submit this proposal for the marketing of this RFP. We have the ability and the desire to be hired for this assignment. We have the necessary market knowledge and capabilities to sell and/or lease these properties.

We view the relationship as a partnership. You have properties to market and we have the expertise and resources to invest to deliver positive results.

### Marketing Approach

Hampton Jackson and Hoyt C. Murphy, Jr. will personally direct the overall marketing campaign to successfully market the properties which the City of Ft. Pierce has interest in selling or leasing.

#### Market Data:

As a refinement, we will continually evaluate the market by gathering additional data on comparable sales and competing properties.

#### Market Methods:

The market is always changing and has substantially changed in the past 18 months. Our marketing platform would consist of newspaper advertisements in Treasure Coast Newspapers, direct mailing to a variety of farm areas of similar properties and neighborhoods, web partnerships such as Loopnet.com, Homes and Land, Co-Star, Landwatch.com, Regional MLS, our Coldwell Banker Commercial platform of specialized websites, create an offering memorandum and custom signage.

We will continue to evaluate the market and advise you of any changes on a monthly basis.

Our target markets are as follows:

- Buyers from the Treasure Coast
- Buyers from Florida
- Buyers from the US, Canada and worldwide
- Treasure Coast Newspapers
- Internet marketing



**BID PROPOSAL RFP NO. 2016-012**

**QUESTIONNAIRE - #10**

**List knowledge of Public Real Estate Records that will be used by your firm**

The proposer and staff are well versed in St. Lucie County's property appraiser's records and St. Lucie County Clerk of Court research. The public records are a source of verification of land size building square footage and current use. Zoning and potential use are verified through the City of Ft. Pierce building department. Other public sources used for verification of buyers include: Sunbiz.org, and myfloridalicense.com for verification of real estate licenses. Prospecting for buyers proposer uses yellowpages.com plus proprietary data bases.

**QUESTIONNAIRE - #11**

**List method(s) used for rent/lease assessment**

Coldwell Banker Paradise Hoyt Murphy REALTORS® subscribes to several services to provide rent/lease assessments and comparative market analysis (CMA) as well as rent/lease market statistics, this includes the Beaches MLS system, Lease Trac and Co Star. All provide data bases of comparable properties for lease and the rental rates of leased properties.

**QUESTIONNAIRE - #12**

**List method(s) used for background checks**

Our firm uses MAF for background screening and credit checks for all potential tenants. Our lease application gives us authority to run such reports.

**QUESTIONNAIRE - #13**

**List marketing strategies used for leasing properties**

Our firm places signage on the property where permissible. We distribute for lease data through the Multiple Listing Service, on the Internet through CBCworldwide.com, Loopnet, and CoStar. Large space is listed with the state through Enterprise Florida. We directly contact companies to determine if they are looking to relocate or expand we subscribe to Lease Trac and Co-Star. Both systems give us access to perspective national chains looking to lease space in our marketing area. We also do broker tours and open houses for our significant commercial properties.



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**QUESTIONNAIRE - #14**

**List marketing strategies used for properties for sale**

We develop a marketing plan for each property using a combination of online partners, direct mail, direct calls and print advertising. We create marketing packages for each property as attachments for online and mailed marketing all tailored to targets that we identify as prospective buyers, investors and users.

Coldwell Banker Paradise prides itself on its diverse and dynamic marketing program that targets buyers from a variety of geographic and demographic spectrums for both is residential and commercial listings.

Targeted direct mail covering 100 miles of Florida's coastline communities.  
Aggressive weekly print advertising, in newspapers and glossy magazines.  
Online presence featuring our listings on the top most visited websites.

**Print Advertising includes:**

- Quarterly Buyers Guide
- Monthly nested spadea
- Weekly open house listings

**Direct Mail includes:**

- Just listed/just sold postcards to neighboring properties
- Agent branded postcards with featured properties to EDDM carrier routes
- Property flyers

**Online featured listings to:**

- coldwellbanker.com
- homes.com
- Trulia.com
- Zillow.com
- loopnet.com
- costar.com

Specific to your Hospitality and Hotel properties, we have an in-house team that specializes in this area. This team would be a part of the marketing platform if we are assigned the marketing of the King Power Plant site in Downtown Ft. Pierce. That site is particularly well suited for a hotel and/or mixed use site. Kite Properties, an affiliate of Coldwell Banker Paradise Hoyt Murphy Realtors has recently completed development of the Hampton Inn in Vero Beach and has several contacts in the Hotel Development Industry. We also use MLS, Loopnet.com, Co-Star, Broker Tours and Open Houses.

**QUESTIONNAIRE - #15**

**List current and past litigation of your firm within the past five years**

Suit filed by Thomas Assaly in regards to an incorrect acreage stated in an Auction Brochure for a transaction in which we represented the buyer. Suit filed out of court for a nominal amount.



**QUESTIONNAIRE - #16**

**Provide a list of three past clients for this size and type property**

1. Lloyd Properties, LLC Attn: Ian Lloyd (772) 519-1845 Lloydiant@aol.com

Our firm sold and leased a portfolio of properties for the Lloyd Family over the last 24 months including:

- 1) Commercial Land on South US Hwy 1 – Sold
- 2) 6,600 SF Office – Leased
- 3) Sale of former Antique Mall on North US Hwy 1 – Sold
- 4) Commercial Building at 607 Orange Ave. – Sold
- 5) Small Office building at S. 7th Street – Sold
- 6) Home at 2404 Sunrise Blvd. – Sold

2. Dr. Ajay Goyal (772) 971-0252 apple7676@yahoo.com

Our firm has sold Land Parcels to Dr. Goyal and in the last year sold a 11,760 SF Office building at 2011 S. 25th Street. We are currently leasing this office building.

3. John Sigler, Managing Director of Florida Pacific Properties LLC (503) 784-0975 JITInvest@aol.com

Our firm has sold to and for Mr. Sigler numerous industrial acreage tracts in St. Lucie County totally over 200 acres for several million dollars.

**QUESTIONNAIRE - #17**

**Is your firm a member of the Multiple Listing Service (MLS)?**

We belong to seven MLS systems within the State of Florida including Dade MLS which enables us to access brokers who serve South American clients.

11:11:09 AM 1/11/2016

## Licensee Details

### Licensee Information

Name: **JACKSON, HAMPTON JAMES III (Primary Name)**  
Main Address: **200 SW ALLAPATTAH RD  
LOT 9  
INDIANTOWN Florida 34956**  
County: **MARTIN**  
License Mailing:  
License Location:

### License Information

License Type: **Real Estate Broker or Sales**  
Rank: **Sales Associate**  
License Number: **SL3212119**  
Status: **Current, Active**  
License Date: **06/19/2008**  
Expires: **03/31/2016**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

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**1940 North Monroe Street, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

11:10:07 AM 1/11/2016

## Licensee Details

### Licensee Information

Name: **MURPHY, HOYT C JR (Primary Name)**  
Main Address: **2400 SOUTH OCEAN DRIVE  
PENTHOUSE 4200D  
FORT PIERCE Florida 34949**  
County: **ST. LUCIE**  
License Mailing:  
LicenseLocation:

### License Information

License Type: **Real Estate Broker or Sales**  
Rank: **Broker**  
License Number: **BK3260381**  
Status: **Current,Active**  
Licensure Date: **07/03/2012**  
Expires: **09/30/2017**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

---

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



# **Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures**

## **Privacy Policy Disclosure**

### **Collection of Information**

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at [www.hanover.com](http://www.hanover.com).

### **Disclosure of Information**

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

### **Safeguards to Protect Your Personal Information**

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

### **Internal Access to Information**

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

### **Consumer Reports**

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

### **Access to Information**

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

### **Correction of Information**

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

### **Our Commitment to Privacy**

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at [www.hanover.com](http://www.hanover.com).

### **Further Information**

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

### **Producer Compensation Disclosure**

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at [www.hanover.com](http://www.hanover.com).

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc. - Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.



**DECLARATIONS**

**THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.**

**MISCELLANEOUS PROFESSIONAL LIABILITY POLICY**

<b>Policy Number</b>	<b>Coverage is provided by:</b>	<b>Agency</b>	<b>Agency Code</b>
LHR 9262295 04	HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MA 01653	PBI GROUP	3002772

**Issue Date:** 08/24/2015

**Item 1. Named Insured and Address:**

ED SCHLITT, LLC  
1209 US HIGHWAY #1  
SEBASTIAN, FL 32958

**Item 2. Policy Period:**

Inception Date: 09/01/2015  
Expiration Date: 09/01/2016  
12:01 A.M. Standard Time at the address  
of the Named Insured as stated herein

**Item 3. LIMIT OF LIABILITY**

**Limit of Liability**

**Item 4. DEDUCTIBLE:**

- a. \$1,000,000 for each **Claim**; not to exceed
  - b. \$1,000,000 for all **Claims** in the aggregate
- \$5,000 Each Claim

**Item 5. RETROACTIVE DATE:** 09/01/1983

**Item 6. PROFESSIONAL SERVICES**

Real Estate Agent/Broker and Property Manager Services as defined in the policy including incidental Residential Real Estate Appraisals and Residential Real Estate Auctioneer Services

**Item 7. PREMIUM FOR THE POLICY PERIOD:**

**Total Coverage Premium: \$25,262.00**

**Florida Ins. Guaranty Assoc. Regular Assessment: \$0.00**

**Total Premium: \$25,262.00**

**Item 8. NOTICE OF A CLAIM**

Report any claim to the Company as required by Section **G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)**:

The Hanover Insurance Company  
P.O. Box 15145  
Worcester, MA 01615

**National Claims Telephone Number:** 800-628-0250

**Facsimile:** 800-399-4734

**Email:** firstreport@hanover.com

**Item 9.** Forms attached at issue:

401-1268	(08-12)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
910-0001FL	(12-09)	Florida Miscellaneous Professional Liability Insurance Policy
910-0006	(11-12)	Notice to Florida Insureds
910-0010FL	(10-09)	Florida Acceptance of Application(s) Endorsement
910-0015	(10-09)	Change of Name or Address Endorsement
910-0018	(03-10)	Consent to Settle Amendment Endorsement
910-0019	(03-10)	Consent to Specific Legal Counsel Endorsement
910-0084	(01-12)	Retroactive Dates for Split Limits of Liability Endorsement
910-0085	(01-12)	Additional Insured Endorsement
910-0140	(10-11)	Notice to Policyholders: Information Regarding Extended Reporting Period ("ERP Coverage")
910-0162FL	(01-12)	Florida Bodily Injury or Property Damage Endorsement with Commercial General Liability Insurance
910-0170FL	(01-12)	Florida Environmental Hazards Endorsement
910-0198FL	(01-15)	FAIR HOUSING ACT COVERAGE
910-0701	(01-12)	Independent Contractor Endorsement
910-0704	(01-12)	Limited Additional Insured Franchisor Endorsement
910-0714	(01-12)	Real Estate Appraiser Endorsement
910-0716FL	(01-15)	REAL ESTATE PROFESSIONAL SERVICES ENDORSEMENT
910-0767FL	(01-15)	SEVERABILITY FOR PERSONAL CONDUCT EXCLUSION
910-0769FL	(01-15)	AMEND CHANGE IN OWNERSHIP CONTROL OR EXPOSURE
910-0770FL	(01-15)	SUBPOENA ASSISTANCE COVERAGE SUBLIMIT
910-0772FL	(01-15)	LIMITED DISCRIMINATION COVERAGE SUBLIMIT
SIG-1100	(08-14)	Signature Page

**Item 10.** Producer Name and Address: PBI GROUP  
23114 EXPEDITION DRIVE ASHBURN VA 20148



**U.S. TREASURY DEPARTMENT'S  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

**ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

**FLORIDA MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY**

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**FOR ANY INQUIRIES CALL:**

**800-685-5669**

## MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

This is a **CLAIMS-MADE AND REPORTED** policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a “defense within limits” policy with claim expenses included within the limit of liability. The limit of liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible.

Please read this policy carefully.

Throughout this policy, the terms **we**, **us** and **our** refer to the **Company** providing this insurance. The terms **you** and **your** refer to the persons and entities insured under this policy. Other terms in bold print have special meaning and are defined in the policy.

### A. COVERAGE – WHAT THIS POLICY INSURES

#### 1. Professional Services Coverage

We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering or failure to render **professional services** by **you**.

The following additional requirements and limitations shall apply to coverage provided under **A.1** above and **A.3.** and **A.4.** below:

- a. The **wrongful act** must have first occurred on or after the applicable **retroactive date(s)**;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this **policy**; and,
- c. The **claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

#### 2. Disciplinary Proceedings Coverage

We will pay on **your** behalf only **defense expenses** incurred in responding to a **disciplinary proceeding** commenced against **you** and reported to **us** in writing during the **policy period**, or which was commenced during the **policy period** and, if exercised, reported to **us** in writing during any optional **extended reporting period**. The maximum amount available for **defense expenses** for a **disciplinary proceeding** is \$25,000 for each **policy period**, regardless of the number of **disciplinary proceedings**. Any payment made hereunder shall not be subject to the deductible and shall not reduce any applicable limit of liability. Inclusive within this coverage, we will pay up to \$250 per day for any salaries and expenses of **your** employees required to attend or participate in any **disciplinary proceeding**. We shall not pay any **damages** incurred as a result of **disciplinary proceedings**.

#### 3. Personal Injury Coverage

We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** and reported to **us** in writing during the **policy period**, or any **extended reporting period**, if applicable, that arise from **your professional services** and are for:

- a. **your** defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress or other tort related to disparagement or harm to the reputation or character of any person or entity;
- b. **your** invasion or interference with the right to privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and invasion; or
- c. **your** causing a third party to be subject to false arrest, detention or imprisonment.

#### 4. Technology Professional Coverage

We will pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** arising from **your professional services** and made against any **insured** and reported to **us** in writing during the **policy period**, or any **extended reporting period**, if applicable, that arises from:

- a. the inability of an authorized third party to gain access to **computer services**;
- b. **unauthorized access to computer services** that results in:
  - 1) the destruction, deletion or corruption of electronic data on **computer services**; or
  - 2) denial of service attacks against **computer services** or transmission of **malicious code to computer services**.

## **B. DEFENSE AND SETTLEMENT (INCLUDED IN THE LIMIT OF LIABILITY)**

**We** have the right to investigate and the exclusive right to defend any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent until there is a final adjudication against **you**. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you**. If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

Payment of **claim expenses** will reduce the amounts available to pay **damages**. **Our** duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** limit of liability has been exhausted. Upon exhaustion of the limits of liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

**We** will not settle a **claim** without the consent of the **named insured**. If the **named insured** refuses to consent to a settlement **we** recommend and which a claimant would accept, then **our** liability for the **claim** will not exceed the amount for which **we** would have been liable for **damages** if the **claim** had been settled as recommended by **us** and acceptable to the claimant, including **claim expenses** incurred up to the date of the **named insured's** refusal. After the time of the **named insured's** refusal, the **named insured** shall be responsible for all **damages** in excess of the amount for which the **claim** could have been settled, and all **claims expenses** incurred thereafter. For the purpose of this section, settlement includes but is not limited to any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other defense expenses incurred without **our** written consent.

## **C. LIMIT OF LIABILITY AND DEDUCTIBLE**

### **1. LIMIT OF LIABILITY**

The limit of liability per claim limit shown on the Declarations page Item 3.a.is the most **we** will pay for the sum of all **damages** and **claim expenses** arising out of a single **claim** or a series of related **claims**, regardless of the number of persons or entities insured under this policy, number of **claims** made or the number of persons or entities making claims during the **policy period** or during any **extended reporting period**, if any.

The Aggregate limit shown on the Declarations Item 3.b.is the most **we** will pay for the sum of all **damages** and **claim expenses** for all **claims** under this policy.

### **2. DEDUCTIBLE**

- a. **You** will pay the deductible amount shown in the Declarations. The deductible applies to each **claim**. **We** will not be required to make any payment for **claim expenses**, settlements reached, or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.
- b. All **claim expenses** will first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay for **damages** after **you** have paid the deductible in paragraph a.
- c. If **you** and **we** agree to use **mediation** to resolve any **claim** brought against **you** and if the **claim** is resolved by **mediation**, **your** deductible obligation for that **claim** will be reduced by 50%.

### **3. REIMBURSEMENT**

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment of the deductible and request reimbursement from **you**, the reimbursement is payable immediately, but no later than thirty (30) days after written demand.

## **D. DEFINITIONS**

**Bodily Injury** means physical injury, sickness or disease and, if arising out of the foregoing, mental anguish, emotional distress, mental injury, shock, humiliation or death at any time.

**Claim** means a written demand or **suit** you receive.

**Claim expenses** means all expenses **we** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **our** consent for which **you** are obligated. **Claim expenses** also mean:

1. the premium on appeal, attachment or similar bond; and
2. up to \$250 per day per insured for supplemental payment for reasonable expenses incurred for attendance at hearings, trials, or depositions at **our** request or with our consent by such **insured**. Such payment shall not exceed \$5,000 in the aggregate for all **insureds** in each **claim**.

**Claim expenses** do not include:

1. salaries, wages, fees, overhead or benefit expenses associated with any **insured** except as specified in subparagraph 2. above; or
2. salaries, wages, overhead or benefit associated with **our** employees.

**Company** means the insurance company that issued this policy, as shown on the Declarations page or referred to herein as **we**, **us**, or **our**.

**Computer services** means computers and associated input and output devices, data storage devices, networking equipment, backup facilities, and internet sites operated by and either owned by or leased by any third party for whom **you** provide **professional services**.

**Damages** means monetary judgments, awards or settlements unless otherwise excluded. **Damages** includes (i) pre-judgment interest; and (ii) post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of judgment within the applicable limit of liability.

**Damages** does not mean punitive or exemplary **damages** or the multiple portion thereof.

**Damages** do not include any costs or expenses in complying with any demand for or award of **equitable relief**, even if such compliance is compelled as a result of a judgment, award or settlement.

**Defense expenses** means all expenses **you** incur in investigation, defense or appeal of any **disciplinary proceeding**.

**Disciplinary proceeding** means any proceeding by a disciplinary official or agency to investigate or prosecute charges alleging professional misconduct in the performance of **your professional services**.

**Employment practices** means any actual or alleged:

1. wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. unlawful employment discrimination;
3. sexual harassment of an employee or applicant for employment; or
4. retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

**Equitable relief** means a remedy not involving the payment of monetary damages.

**Extended reporting period** means an additional period of time for reporting **claim(s)**. The **extended reporting period** starts on the **policy termination date** and ends at the **extended reporting period** expiration date.

**First inception date** means the inception date of the first Miscellaneous Professional Liability **policy** issued by **us** to the **named insured** and continually renewed by **us** until the inception date of this current **policy**.

**Insured** means:

1. the **named insured**; and;
2. if **you** are a sole proprietorship, any past or present employee of **yours**, but only while acting on **your** behalf in their capacity as an employee;
3. if **you** are a partnership, any past or present general or managing partner, principal or employee of **yours**, but only while acting on **your** behalf in such capacity;
4. if **you** are a limited liability company, any past or present managing member, principal or employee of **yours**, but only while acting on **your** behalf in such capacity;

5. if **you** are a corporation, any past or present officer, director, trustee, or employee of **yours**, but only while acting on **your** behalf in such capacity;
6. **your** temporary or leased employees, but only while acting on **your** behalf as an employee;
7. if **you** are a **subsidiary** of the **named insured**, **you** are only covered while acting on behalf of the **named insured**;
8. **your** lawful spouse solely for liability arising from any **wrongful act** of an **insured** committed without the participation of such spouse;
9. **your** heirs, assigns and legal representatives in the event of **your** death, incapacity or bankruptcy to the extent that **you** would have been covered; or,
10. an independent contractor for **claims** and **damages** under **Section A.1, 3, or 4**, but only while acting on **your** behalf and only if there is a signed agreement executed by the **named insured** and the independent contractor which:
  - a) specifies the services to be performed by the independent contractor on the **named insured's** behalf;
  - b) provides that the services performed by the independent contractor will be under the **named insured's** supervision;
  - c) states that the independent contractor will be indemnified by the **named insured** for the services performed on the **named insured's** behalf; and,
  - d) is entered into before the **wrongful act** which leads to a **claim** or **potential claim**.

**Loss** means **claim expenses, damages** and **defense expenses** and does not include **equitable relief**.

**Malicious code** means any virus, trojan horse, worm or similar software program, code or script intentionally designed to insert itself into computer memory.

**Mediation** means the non-binding intervention of a qualified neutral third party chosen by **you** and the other party to a **claim** with agreement by **us**.

**Named insured** means the individual, entity, partnership, or corporation designated as such in the Declarations page.

**Policy** means this **policy** form, the Declarations, and any endorsement to the **policy** issued by **us**, and **your** application, including all supplements.

**Policy period** means the period from the effective date of the **policy** to the expiration date or earlier termination date of the **policy**.

**Policy termination date** means the expiration date of the **policy** as shown on the Declarations page or the cancellation date of the **policy**, whichever is earlier.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Potential claim** means any **wrongful act** or any facts or other circumstances which may subsequently give rise to a **claim**.

**Professional services** means those services described in Item 6. of the Declarations which **you** perform for others for a fee.

**Property damage** means (1) physical injury to, loss or destruction of, tangible property including the resulting loss of use thereof; or (2) loss of use of tangible property which has not been physically injured or destroyed.

**Retroactive date(s)** refer to the dates shown in Item 5. of the Declarations. If no date is shown on the Declarations page the retroactive date will be inception date of the policy.

**Subsidiary** means

1. any corporation, identified by **you** in the application for this **policy**, of which the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly on the inception date of the **policy period**; or
2. any corporation which becomes a **subsidiary** during the **policy period** provided that such corporation does not represent more than a ten percent (10%) increase in the total assets or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation represents an increase in the total assets or gross revenue of the **named insured** of more than ten percent (10%), such corporation shall be deemed a

**subsidiary** under the **policy**, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, you shall have provided us with full particulars of the new **subsidiary** and agree to any additional premium and/or amendment of the provisions of this **policy** required by us relating to such new **subsidiary**, subject to the review and acceptance by us of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by us relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

**Suit** means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** includes a binding arbitration proceeding in which **damages** are alleged and to which you must submit or do submit with our consent.

**Unauthorized access** means the use of or access to **computer systems** by a person not authorized to do so by the **Named Insured**; or the use or access to **computer systems** in a manner not authorized by the **named insured**.

**Wrongful act** and **wrongful acts** means any actual or alleged negligent act, error, omission, or misstatement committed in **your professional services**.

#### E. EXCLUSIONS - WHAT THIS POLICY DOES NOT INSURE

This **policy** does not apply to **claim(s)**

1. based upon, arising out of, or in any way relating directly or indirectly to any **insured**:
  - a) committing any intentional, dishonest or fraudulent act or omission; or
  - b) gaining any profit, remuneration or advantage to which such **insured** was not legally entitled; provided that this exclusion will not apply until a final adjudication establishes a) or b) above.
2. for any willful or criminal violation of any statute, rule or law.
3. for the return, restitution or reduction of professional fees or arising from any demand for **equitable relief**.
4. arising out of **bodily injury** or **property damage**;
5. arising out of:
  - a) any purchase, sale, or offer or solicitation of an offer to purchase or sell securities;
  - b) any violation of any securities law, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or
  - c) any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or "RICO"), as amended, or any regulation promulgated thereunder or any federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
6. arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein;
7. arising out of any **employment practices** liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
8. arising out of any misappropriation or misuse of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right;
9. arising out of false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, including but not limited to, violations of any local, state or federal consumer protection laws;
10. against you that are brought by or on behalf of any federal, state or local government agency or professional or trade licensing organizations; however, this exclusion shall not apply where the **claim** is alleging a **wrongful act** in your rendering **professional services** to such entity or for a **disciplinary proceeding**;

11. arising out of liability **you** assume under any contract or agreement; however, this exclusion does not apply to liability **you** would have in the absence of such contract or agreement;
12. against **you** that are brought by or on behalf of:
  - a) any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by **you**;
  - b) any parent company, subsidiary, successor or assignee of **yours**, or anyone affiliated with **you** or such business entity through common majority ownership or control; or
  - c) any independent contractor supplying material or services to **you**;
13. arising out of disputes involving:
  - a) **your** fees or charges, including over-charges, or cost over-runs;
  - b) collecting **your** fees from third parties;
  - c) the return of fees or other compensation paid to **you**; or
  - d) **your** cost of correcting or re-performing or completing any **professional services**;
14. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance;
15. arising out of or resulting, directly or indirectly, from any actual or alleged commingling, misappropriation or improper use of funds or monies
16. arising out of a **claim** by any **insured** under this **policy** against any other insured under this **policy**.
17. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

#### F. EXTENDED REPORTING PERIOD

1. **You** will be entitled to an automatic **extended reporting period** for no additional premium. This extension is applicable to any **claim** made against **you** during the **policy period** and reported to **us** in writing, during the sixty (60) days immediately following the **policy termination date**.
2. **We** will provide an optional **extended reporting period** as described below:
  - a) If this **policy** is canceled, terminated or non-renewed, **you** shall have the right, upon payment of an additional premium, to an extension of the reporting period for any **claim** against **you** first made and reported after the date upon which the **policy period** ends, but only with respect to **wrongful acts** committed prior to the end of the **policy period** and otherwise covered by this **policy**. Such period shall be referred to as the optional **extended reporting period**.
    - 1) The available optional **extended reporting periods** and additional premium are determined in accordance with the rules, rates and rating plans **we** then have in effect in **your** state.
    - 2) **You** must request the optional **extended reporting period** in writing and must pay **us** the additional premium within 30 days following the date of such cancellation, termination or nonrenewal. If **we** do not receive **your** request and premium payment within 30 days following the date of such cancellation, termination or non-renewal, **your** right to purchase the optional **extended reporting period** shall cease.
    - 3) If **we** cancel for non-payment of premium, **you** may purchase the optional **extended reporting period** only after any earned premium due **us** is paid within 10 days after the date of cancellation or **policy** expiration, whichever comes first.
  - b) All premiums paid for an optional **extended reporting period** shall be deemed fully earned as of the first day of the optional **extended reporting period**. The optional **extended reporting period** may not be canceled.
  - c) The optional **extended reporting period** shall not increase any limits of liability stated in Item 3. of the Declarations page. For the purpose of **policy** limits, the reporting periods are part of, not in addition to, the **policy period**.

#### G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)

1. If **you** receive a **claim**, **you** and any other involved **insured(s)** must see to it that **we** receive written notice of the **claim**, with full details including the date received, as soon as practicable, but in no event later than 90 days after such **claim** is first made.

2. **You** and any other involved **insured** must:
  - a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - b) Authorize **us** to obtain records and other information;
  - c) Cooperate with **us** in the investigation, defense or settlement of the **claim**; and
  - d) Assist **us**, upon our request, in the enforcement of any right against any person or entity which may be liable to **you** because of damages to which this insurance may apply.
3. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **claim** without **our** consent.
4. If during the policy period, **you** become aware of a **wrongful act** or any facts or other circumstance that occurred on or after the retroactive date but prior to the end of the **policy period**, which may reasonably be expected to subsequently give rise to a claim against **you**, **you** must give **us** written notice as soon as practicable, but in any event not later than the end of the **policy period** or any **extended reporting period**, if applicable. To the extent possible notice should include:
  - a) Where the **wrongful act** took place and any facts or circumstance concerning the wrongful act; and
  - b) The names and addresses of any persons and entities involved.
5. Any **claim** arising out of the **wrongful act**, facts or circumstance which is subsequently made against **you** shall be deemed to have been first made at the time **we** received such written notice from **you**, if we receive proper notice of the **potential claim** according to paragraph 4. above.

The date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

## H. CONDITIONS

### 1. CANCELLATION AND NON RENEWAL

- a) **We** may not cancel this **policy** except for failure to pay premium when due, in which case we will give 10 days written notice to the **named insured** before such cancellation is effective.
- b) The **named insured** may cancel this **policy** for itself and all other **insureds** by written notice to **us** stating when thereafter the cancellation shall be effective. If the **named insured** cancels, **we** will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar within 15 days of the effective date of cancellation.
- c) **We** are not required to renew this **policy**. However, written notice of **our** intent to non-renew this **policy** shall be sent to the **named insured** at least 60 days prior to expiration of the **policy period**.
- d) Notices of cancellation or nonrenewal shall be sent by first class mail to the last address known to **us** with a statement of the specific reasons for cancellation or nonrenewal.
- e) If **we** decide to offer renewal terms, notice will be mailed by first class mail, at least 45 days prior to the expiration of the **policy** to the **named insured**. Failure to make the required premium payment by the renewal date will result in termination of the **policy** for nonpayment of premium.
- f) If **we** fail to provide at least 45 days notice of nonrenewal or changes in the terms and conditions of this **policy**, coverage will remain in effect until 45 days after notice is given or until the effective date of replacement coverage you obtain, whichever occurs first. Any earned premium for the extension of the terminated **policy** will be calculated pro rata based on the expiring premium or the rate filing then in effect, whichever is lower.

### 2. REPRESENTATIONS AND APPLICATION

By accepting this **policy** you agree that:

- a) The statements in the Declarations are accurate and complete;
- b) Those statements are based on representations **you** made in **your** application for this insurance **policy**;
- c) The representations made in **your** application are the basis of this **policy** and are to be considered as incorporated into and constituting a part of this **policy**;
- d) Those representations are material to the acceptance of the risk **we** assumed under this **policy**;

- e) **We** have issued this **policy** in reliance upon the truth, accuracy and completeness of such representations;
- f) The application shall be interpreted as a separate application for coverage by each **insured**. No statement in the application, fact pertaining to or knowledge possessed by any **insured** shall be imputed to any other **insured** for the purpose of determining if coverage is available; and
- g) Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application shall be imputed to the **named insured**.

### 3. LEGAL ACTION AGAINST US

No person or entity has a right under this **policy**:

- a) To join **us** as a party or otherwise bring **us** into a suit asking for **damages** from an **insured**; or
- b) To sue **us** on this **policy** unless all of its terms have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **damages** that are not payable under the terms of this **policy** or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

### 4. CHANGE IN OWNERSHIP, CONTROL OR EXPOSURE

a) If during the **policy period**:

- 1) Another person or entity or group of persons or entities acquires more than 50 percent of the assets of the **named insured**; or
- 2) Another person or entity, or group of persons or entities, acquires an amount of the outstanding securities representing more than 50 percent of the voting power for the election of the **named insured's** directors or trustees; or
- 3) The **named insured** consolidates with or merges with another entity;  
**you** shall notify **us** of the change described in 1., 2., or 3. above, herein referred to as **transaction**, as soon as practicable, but not later than 30 days after the effective date of the **transaction** and provide such additional information as **we** require.

- b) If a **transaction** occurs, coverage under this **policy** shall continue until termination of the **policy period** but only with respect to **claims** and **potential claims** made for **wrongful acts** which took place prior to the transaction.
- c) If **you** fail to provide notice as described in 4.a. above, coverage provided to **you** under this **policy** shall terminate. We will send written notice 45 days in advance of the termination date.
- d) In the event of a **transaction**, the **named insured** will have the right to an extension of coverage under the **policy** for a **claim** first made and reported during the 12 months after the **transaction** but, only with respect to any **wrongful act** occurring prior to the **transaction** and otherwise covered by this **policy**. The 12 month period shall be referred to as the run-off period.
  - 1) The premium means the premium in effect immediately prior to the **transaction**.
  - 2) The rights contained in paragraph 4. shall terminate unless written notice of the election and the additional premium due is received by **us** within 60 days of the **transaction**.
- e) In the event of a **transaction**, the **named insured** has the right to purchase the run-off period but, has no right to purchase the optional **extended reporting period** described in section F. of the **policy**.
- f) The additional premium for the run-off period shall be fully earned at the inception of the run-off period. The run-off period is not cancelable.
- g) The limit of liability for the run-off period is part of and not in addition to the limit of liability in Item 3. of the Declarations page.

### 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this **policy**, these rights are transferred to **us**. **You** must do nothing after a **loss** to impair our rights to seek or obtain recovery from others. At **our** request, **you** will sue those responsible or transfer those rights to **us** and help **us** enforce them. In the event of any payment under this **policy**, we shall be subrogated to the extent of such payment to all of **your** rights of recovery. **You** shall execute and deliver such instruments and papers and

do whatever else is necessary to secure such rights and shall do nothing to prejudice or compromise such rights without our express written consent.

#### 6. ASSIGNMENT

No change in, modification of or assignment of interest in this **policy** shall be effective except when made by a written endorsement to the **policy**.

#### 7. SOLE AGENT FOR THE INSURED

By accepting this **policy**, you agree that only the **named insured** is authorized to act on behalf of all **insureds** with respect to the following: consenting to settlement or releasing rights under this **policy**, payment for premiums and deductibles, receiving return premiums, giving or receiving notice of cancellation or nonrenewal, requesting any optional **extended reporting period** or run-off period and agreeing to any changes in this insurance **policy**. Each **insured** agrees that the **named insured** shall act on its or their behalf with respect to such matters.

#### 8. COVERAGE TERRITORY AND VALUATION

- a) This **policy** applies to a **wrongful act** committed anywhere in the world provided that the **claim** is made and suit is brought against the **insured** within the United States, its territories or possessions or Canada.
- b) All premiums, limits, deductibles, **loss** and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **loss** under this **policy** is stated in a currency other than the United States of America dollars, payment under this **policy** shall be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **loss** is due, respectively.

#### 9. OTHER INSURANCE

- a) If other valid and collectible insurance is available to you for **loss** covered under this **policy**, the insurance provided by this **policy** shall be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b) When this insurance is excess we have no duty to defend you against any **claim** if any other insurer has a duty to defend you against the **claim**. If no other insurer defends we will undertake to do so but we will be entitled to your rights against those other insurers.
- c) When this insurance is excess over other insurance we will pay only our share of the amount of **loss**, if any, that exceeds the sum of:
  - 1) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance;
  - 2) The total of all deductibles, self-insurance and retentions under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the limit of liability shown in the Declarations page of this **policy**.

#### 10. TWO OR MORE POLICIES, COVERAGE PARTS, OR ENDORSEMENTS ISSUED BY US

It is our stated intention that this **policy** and any other **policy**, coverage part or endorsement issued by us, or by another member of the **company**, shall not provide duplication or overlap of coverage for the same **claim**. If this **policy** and any other **policy** issued by us, or by another member of the **company**, to you, apply to the same **claim** then, Condition 9. Other Insurance notwithstanding:

- a) We shall not be liable under this **policy** for a greater proportion of the **loss** than the applicable limit of liability of this **policy** bears to the sum of the total limits of liability of all such policies; and
- b) The maximum amount payable under all such policies combined shall not exceed the highest applicable limit of liability under any one **policy**.

#### 11. ALLOCATION

If you incur both **loss** covered by this **policy** and **loss** not covered by this **policy** on account of any **claim** because such **claim** includes both covered and non-covered matters, coverage with respect to such **claim** shall apply as follows:

- a) 100 percent of **defense expenses** on account of the **claim** will be considered covered **loss**; and

b) **We** shall fairly allocate all remaining **loss** that you incurred on account of such **claim** between covered **loss** and non-covered **loss**.

**12. SEPARATION OF INSURED**

Except with respect to the limits of liability, deductible and any rights or obligations assigned to the first **named insured**, this insurance applies:

- a) As if each **insured** were the only **insured**; and
- b) Separately to each **insured** against whom a **claim** is made.

**13. CONFORMANCE TO STATUTE**

The terms of this **policy** which are in conflict with the statutes of the state in which this **policy** is issued are amended to conform to those statutes.

**14. SECTION TITLES**

The titling of sections and paragraphs within this **policy** is for convenience only and shall not be interpreted as a term or condition of this **policy**.

**15. BANKRUPTCY**

**You** or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this **policy**.

**16. LIBERALIZATION**

If **we** adopt any revisions to the terms and conditions of this **policy** form to provide more coverage without an additional premium charge during the **policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **claims** that were first made against **you** prior to the effective date of the revision.

## **NOTICE TO FLORIDA INSUREDS**

### **Miscellaneous Professional Liability Insurance Claims – Made Notice**

**This policy is a CLAIMS-MADE AND REPORTED policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.**

**Unless otherwise endorsed, this is a “defense within limits” policy with claim expenses included within the Limit of Liability. The Limit of Liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible. Please read this policy carefully.**

## FLORIDA ACCEPTANCE OF APPLICATION(S) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION H – CONDITIONS**, Paragraph **2. Representations and Application** is amended to add the following:

For the purposes of coverage afforded by this **policy**:

Application(s) shall mean the written insurance application(s) attached to the **policy** for the insurance coverage provided by this **policy** and incorporates any written statements and materials attached to the **policy** in conjunction therewith.

It is agreed by the **insureds** that the Declarations and statements in the application(s) are material and that this **policy** is issued in reliance upon the truth and accuracy of such Representations and statements.

All other terms and conditions remain unchanged.

## CHANGE OF NAME OR ADDRESS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

**Item 1.** of the Declarations page is deleted and replaced with the following:

**Item 1.** Named Insured and Address:

ED SCHLITT, LLC DBA COLDWELL BANKER ED SCHLITT REALTORS;  
SCHLITT PROPERTY MANAGEMENT, INC.

All other terms and conditions remain unchanged.

## CONSENT TO SETTLE AMENDMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION B. – DEFENSE AND SETTLEMENT (INCLUDED IN THE LIMIT)**, third Paragraph, is replaced with the following:

**We** will not settle a **claim** without the consent of the **named insured**. If the **named insured** refuses to consent to a settlement of any claim **we** recommend and which a claimant would accept, subject to the applicable limit of liability and deductible then **our** liability for the **claim** is limited to:

1. What **we** would have contributed to the settlement if **you** had consented to the settlement, including **claim expenses** incurred up to the date of such refusal; and
2. 70 percent of such **damages** in excess of the amount for which the **claim** could have been settled.

After the time of the **named insured's** refusal, the **named insured** shall be responsible for all **loss** in excess of the amount for which the **claim** could have been settled, the percentage of **damages** noted above in 2., and all **claims expenses**, incurred thereafter. For the purpose of this section, settlement includes but is not limited to any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

All other terms and conditions remain unchanged.

## CONSENT TO SPECIFIC LEGAL COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION G. - DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)** is amended to add the following:

6. In the event an **insured** reports a **claim** to **us** in writing or a **potential claim**, **we** consent to the use of the law firm of TRIEBSCH & FRAMPTON (300 NORTH PALM ST, TURLOCK, CA 95380) FOR THE AGREED UPON RATE OF \$220 PER HOUR to defend such **claim**. The **insured** agrees that **our** consent is subject to the law firm's agreement to comply with **our** Litigation Management Guidelines and all of **our** other applicable claims legal guidelines in effect with **us**.

All other terms and conditions remain unchanged.

# RETROACTIVE DATES FOR SPLIT LIMITS OF LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

## POLICY DECLARATIONS

**Item 3. LIMIT OF LIABILITY** and **Item 5. RETROACTIVE DATE** are replaced with the following:

### Item 3. LIMIT OF LIABILITY:

- |  |  |
|--|--|
| <b>1. First Limit of Liability</b><br><i>(subject to the First Retroactive Date scheduled below)</i>   | <b>a. \$ <u>1,000,000</u> for each Claim; not to exceed</b><br><b>b. \$ <u>1,000,000</u> for all Claims in the aggregate</b> |
| <b>2. Second Limit of Liability</b><br><i>(subject to the Second Retroactive Date scheduled below)</i> | <b>a. \$ <u>0</u> for each Claim; not to exceed</b><br><b>b. \$ <u>1,000,000</u> for all Claims in the aggregate</b>         |

### Item 5. RETROACTIVE DATE:

- 1. First Retroactive Date:** 4/4/1994
- 2. Second Retroactive Date:** 9/1/2011

All other terms and conditions remain unchanged.

## ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

The following is added to **SECTION D – DEFINITIONS**, the definition of **Insured**:

**Insured** also means the entities listed in the schedule of additional **insureds** but only while rendering **professional services** at the request of the **named insured**, in support of the **named insured's** rendering of **professional services** to its clients; however, no coverage is afforded under this **policy** for any **claims** arising from any **wrongful act** in the rendering of or failing to render **professional services** by any **insured** covered under this endorsement that occurred prior to the retroactive date listed opposite the entity listed in the schedule of additional **insureds**.

**Schedule of additional insureds to which this endorsement applies:**

Entity(ies)	Retroactive Date
ED SCHLITT, LLC & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE HOYT MURPHY REALTORS -	6/4/12
ED SCHLITT, LLC & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE ED SCHLITT REALTORS	6/4/12
HC MURPHY INTERNATIONAL REFERRAL, INC.	6/4/12
ED SCHLITT & SCHLITT PROPERTY MANAGEMENT, INC. DBA COLDWELL BANKER PARADISE	9/1/1983

All other terms and conditions remain unchanged.



**NOTICE TO POLICYHOLDERS:  
MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE**

**INFORMATION REGARDING EXTENDED  
REPORTING PERIOD ENDORSEMENT  
("ERP COVERAGE")**

The enclosed policy provides coverage for claims reported during the policy period. Subject to the policy's terms and conditions, you may purchase an Extended Reporting Period Endorsement, also known as "ERP coverage", that will extend the time for reporting claims arising out of professional services rendered while the policy was still in effect, although the policy may have been cancelled, nonrenewed, or terminated. Please refer to Section F. of your policy for the terms and conditions for eligibility, purchasing or obtaining an Extended Reporting Period endorsement. There is a limited time for requesting such an endorsement.

The premium charged for the endorsement is expressed as a percentage of your policy's annual premium.

<b><i>Length of "ERP Coverage" Offered</i></b>	<b><i>"ERP Coverage" Premium</i></b>
12 months	100 % of expiring annual premium
24 months	150 % of expiring annual premium
36 months	200 % of expiring annual premium

*\*Extended Reporting Period Endorsements may be subject to state regulatory requirements.*

Please contact your agent or customer service representative for pricing specific to your situation and location.

# FLORIDA BODILY INJURY OR PROPERTY DAMAGE ENDORSEMENT WITH COMMERCIAL GENERAL LIABILITY INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION E –EXCLUSIONS**, Paragraph **4.** is replaced by the following:

4. Arising out of **bodily injury** or **property damage**; however, this exclusion does not apply to any **claim** arising out of a **wrongful act** committed by an **insured** in the rendering of **professional services** as specified in Item **6.** of the Declarations, and as a condition precedent to coverage, **you** agree to obtain and maintain, during the **policy period**, commercial general liability insurance with a minimum limit of liability of \$ 1,000,000.

All other terms and conditions remain unchanged.

# FLORIDA ENVIRONMENTAL HAZARDS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION E – EXCLUSIONS**, Paragraph **17.** is replaced by the following:

**17.** Arising out of:

- a) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;
- b) Any directive, request or voluntary decision that any **insured** monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- c) Any governmental or regulatory directive to request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- d) The failure to discover, disclose, report or advise of the existence or amount of **pollutants**.

However, **we** will pay on **your** behalf **damages** and **claim expenses** incurred in the responding to a claim made against **you** and reported to **us** in writing during the **policy period**, or **extended reporting period**, if applicable, that arise from the failure to disclose, report, or advise of the existence of **pollutants**.

Notwithstanding anything to the contrary in the **policy**, including any endorsements thereto:

**Our** aggregate Limit of Liability for **damages** and **claim expenses** for all environmental hazard **claims** covered under this endorsement is \$1,000,000 (or the applicable aggregate Limit of Liability, set forth in Item **3. b.** of the Declarations, whichever is less) which amount will be included within, and not in addition to, the aggregate Limit of Liability set forth in **Item 3. b.** of the Declarations.

All other terms and conditions remain unchanged.

## INDEPENDENT CONTRACTOR ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

**SECTION D – DEFINITIONS**, under the definition of **Insured**, Paragraph **10**. is replaced by the following:

- 10.** An independent contractor for **claims** and **damages** under **Section A.1, 3. or 4.** but only while acting on behalf of any **insured**.

All other terms and conditions remain unchanged.

## LIMITED ADDITIONAL INSURED FRANCHISOR ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company.

This endorsement, effective 12:01 A.M. 09/01/2015 modifies the following:

The following definition is added to **SECTION D – DEFINITIONS**:

**Limited additional insured** means a person or entity covered under this **policy** only with respect to **claims** made against such person or entity, which involve or arise from vicarious liability imposed due to any **wrongful act** of any **insured**.

In consideration of the premium charged, it is hereby understood and agreed that is a **limited additional insured**. No coverage is afforded to for any **claim** alleging or in any way involving any independent **wrongful act**, error or omission of .

It is understood and agreed that **we** assume no obligation to defend against such **claims** nor will **we** pay **claim expenses** in connection with such **claims**. **We** will pay **damages** only, to the extent that is held liable for an **insured's wrongful acts**.

All other terms and conditions remain unchanged.

## REAL ESTATE APPRAISER ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ED SCHLITT, LLC

Policy Number: LHR 9262295 04

Issued by The Hanover Insurance Company

This endorsement, Effective 12:01 A.M. 09/01/2015 modifies the following:

The following is added to **SECTION E - EXCLUSIONS – WHAT THIS POLICY DOES NOT INSURE:**

This **policy** does not apply to **claim(s)**:

Based upon or arising out of:

- a) The failure of investments to perform as expected or desired;
- b) Making of guarantees or warranties of potential sales, earnings, profitability, or economic value;
- c) Any warranties, or guarantees made by the **insured** as to the current or future value of any property;
- d) Any warranties or guarantees as to the suitability of the property for a specific use;
- e) The formation, syndication, operations or administration of any property syndication, or real estate investment to any form of corporation, general or limited partnership or joint venture formed for the purpose of investing in, selling or maintaining real property including those syndications, trusts, corporations, partnerships or joint ventures in which the **insured** has, had or intended to have a participating interest directly or indirectly in the profits or losses thereof; or
- f) The appraising of any property developed, constructed or owned by:
  - 1) An **insured** at that time of the **wrongful act** giving rise to such claims;
  - 2) Any entity in which the **insured** had, at the time of the **wrongful act** giving rise to the **claim**, a financial interest;
  - 3) Any entity which had, at the time of the **wrongful act** giving rise to the **claim**, a financial interest in the **named insured**;
  - 4) Any entity which at the time of the **wrongful act** giving rise to the **claim**, was under the same financial control as the **named insured**;
- g) Any professional services as an architect, engineer, property developer, builder, construction manager, loss control inspector, risk manager, safety inspector, insurance agent, insurance broker, mortgage banker, mortgage broker, title abstractor, and/or title agent.

All other terms and conditions remain unchanged.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

**In Witness Whereof**, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.



Frederick H. Eppinger  
President



Charles Frederick Cronin  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Crockett Group, Inc. 3375 20th Street Suite 110 Vero Beach FL 32960	<b>CONTACT NAME:</b> Angela Ooley <b>PHONE (A/C, No, Ext):</b> (772) 562-9664 <b>E-MAIL ADDRESS:</b> angie@thecrockettgroup.com	<b>FAX (A/C, No):</b> (772) 562-9668
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ed Schlitt, L.C., DBA: Coldwell Banker Commercial 1209 US Highway 1 Sebastian FL 32958	<b>INSURER A:</b> FCCI Insurance Group	
	<b>INSURER B:</b> Monroe Guaranty Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 10178

**COVERAGES**      **CERTIFICATE NUMBER:** 2015-2016      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	GL00161703	11/8/2015	11/8/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA00257003	11/8/2015	11/8/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB00179123	11/8/2015	11/8/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder and its board members, officials, officers and employees are listed as additionally insured.

<b>CERTIFICATE HOLDER</b> joy.carey@cbparadise.com City of Fort Pierce Procurement Department 100 North US Highway #1 Fort Pierce, FL 34950	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Helen Crockett/ASO
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>PAYCHEX INSURANCE AGENCY, INC.</b> <b>150 SAWGRASS DRIVE</b> <b>ROCHESTER, NY 14620</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, NO. EXT):</b> 877-266-6850		<b>FAX (A/C, No):</b> 585-389-7426
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>Paychex Business Solutions LLC</b> <b>Ed Schlitt L C</b> <b>911 PANORAMA TRAIL SOUTH</b> <b>ROCHESTER, NY 14625-0397</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ILLINOIS NATIONAL INSURANCE COMPANY		23817
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	066085199	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.  
 Waiver of Subrogation granted in favor of the certificate holder.

<b>CERTIFICATE HOLDER</b> CITY OF FT PIERCE PROCUREMENT DEPARTMENT 100 N US 1 FT PIERCE, FL 34950	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# LLUXURY HOME COUNCIL

*Be it known by all here present that the  
Luxury Home Council has designated*

***Hoyt C. Murphy, Jr.***

***Accredited Luxury Home Specialist***

*signifying advanced educational requirements  
and expertise in the luxury home marketplace.*



*[Signature]*  
*Luxury Home Council Authorized Representative*

This certificate is the property of The Luxury Home Council and may be revoked upon termination of membership.

ACHIEVEMENT

# Realsource

*Presents this Benchmark Award to*

**HOYT C. MURPHY, JR.**

**Hoyt C. Murphy, Inc.**

*For Achieving Expert Status*

**Land Brokerage**

*January 31, 2003*

*Holt S. Mackay*

Holt S. Mackay

*Craig R. Rainey, CCIM*

Craig R. Rainey, CCIM





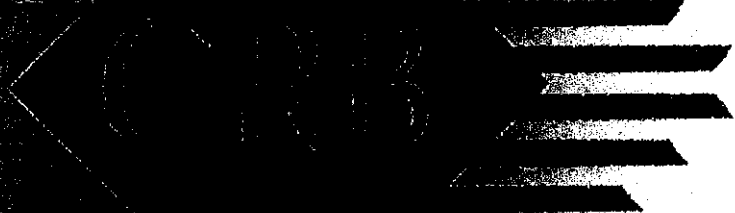
REAL ESTATE BROKERAGE  
MANAGERS COUNCIL

of the

REALTORS NATIONAL MARKETING INSTITUTE®  
A NATIONAL ASSOCIATION OF REALTORS® AFFILIATE

Presented by

**HOYT** **PHY JR.**



**CERTIFIED** **BROKERAGE**

*[Handwritten signature]*

DEPARTMENT OF REAL ESTATE **CERTIFICATE NO. 12100**

THE REALTORS NATIONAL MARKETING INSTITUTE®  
Real Estate Brokerage Managers Council



# REALTORS® LAND INSTITUTE

An Affiliate of the National Association of REALTORS®

Course Provider: RLI Florida Chapter/GTAR

This Certificate of Course Completion is awarded to:

## Hoyt C. Murphy, Jr.

In recognition of outstanding accomplishment through the successful completion of the RLI Land University course:

### Site Selection

11/04-05/2008

Contact Hours — 16

Keith Morris, ALC, ABR, CRB, CRS, GRI  
RLI 2009 President

December 15, 2008  
Date

Gloria Bowman  
RLI Executive Vice President

December 15, 2008  
Date



**Certified FHA 203k Renovation Specialist  
Continuing Education Certificate of Completion**

**Title:** FHA 203k Construction and Rehab Loan  
**Hours:** 3  
**Course Number:** 0012479  
**Course Type:** Continuing Education  
**Instructor:** Andrew Patrick Wood  
**Provider Number:** 0004882  
**Course Date:** 3.17.14  
**Location:** Realtors Association of St. Lucie

This is to certify that you have completed the **FHA 203k Construction and Rehab Loan** course on the above-mentioned date. You are hereby certified through the State of Florida for 3 hours of Continuing Education. This is also to confirm that your attendance form was sent to the State for processing. Please retain a copy of this certificate for your records.

Please contact the instructor if you have any questions, concerns or comments.

Andy Wood  
HUD Certified 203k Instructor  
State Certified for Continuing Education  
5010 W Carmen St.  
Suite 2150  
Tampa, FL 33609  
727.410.9663 (M)  
813.769.3911 (O)  
[awood@titanhl.com](mailto:awood@titanhl.com)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Ed Schlitt LC</b>		
	2 Business name/disregarded entity name, if different from above <b>DBA Coldwell Banker Paradise</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>C</b> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>1209 US Highway 1</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Sebastian, FL 32958</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]	or								
<b>Employer identification number</b>									
6	5	-	0	8	8	1	9	8	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/12/16
------------------	----------------------------	----------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2015 / 2016

**ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT**

RECEIPT # 1014426

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2016

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 5  
TYPE OF 6531 REAL ESTATE (Broker)  
BUSINESS

BUSINESS/ Steven Schlitt

DBA NAME Ed Schlitt LC Coldwell Banker Paradise  
MAILING Steven Schlitt  
ADDRESS 411 N US 1  
Fort Pierce, FL 34950

BUSINESS 411 N US 1  
LOCATION Fort Pierce, FL 34950  
City of Fort Pierce



RENEWAL ORIGINAL TAX \$15.10  
PENALTY  
COLLECTION COST  
TOTAL \$15.10

BK3010137

Paid 08/25/2015 15.10

0119-20150825-004112

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Steven Schlitt  
411 N US 1  
Fort Pierce, FL 34950

**ARTICLES OF ORGANIZATION**

**ED SCHLITT, L.C.**

**A FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Names:**

The name of the Limited Liability Company is:

**ED SCHLITT, L.C.**

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is:

**ED SCHLITT, LC  
321 21st Street  
Vero Beach, Florida 32960**

**ARTICLE III - Duration:**

The period of duration for the Limited Liability Company shall be perpetual until it is dissolved and its affairs wound up in accordance with the regulations duly adopted by this Limited Liability Company and the Florida Statutes.

**ARTICLE IV - Management:**

The Limited Liability Company is to be managed by a manager or managers and the name and address of the managers are as follows: Steven R. Schlitt, P.O. Box 4182, Vero Beach, Florida, 32964 and Linda S. Gonzalez, 2195 47th Terrance, Vero Beach, Florida, 32966.

These managers are to serve as the managers of the Limited Liability Company until the first annual meeting of members or until their successor is elected and qualified.

98 DEC 17 PM 3:54  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**ARTICLE V - Admission of Additional Members:**

There is no right given to the members to admit additional members.

**ARTICLE VI - Members Rights to Continue Business:**

The remaining members of this Limited Liability Company shall have the right to continue the business of the Limited Liability Company on the death, retirement, resignation, exclusion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company by unanimous written agreement executed by all remaining members of the Limited Liability Company.

**ARTICLE VII - Affidavit of Membership and Contributions**

The undersigned authorized representative of a member of Ed Schlitt, L.C., certifies:

- 1) the above named Limited Liability Company has at least two (2) members;
- 2) the total amount of cash contributed by the members is \$50,000.00;
- 3) if any, the agreed value of property other than cash contributed by members is \$50,000.00; The description of property is tangible personal property.
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$100,000.00.

ARTICLE VIII - Registered Agent

Charles E. Garris, whose street address is 817 Beachland Boulevard, Vero Beach, Florida 32963, is appointed as the initial Registered Agent in this State for this Limited Liability Company.

Dated this 14th day of December, 1998.

(In accordance with §608.408(3), Florida Statutes, the execution of this affidavit constitutes and affirmation under the penalties of perjury that the fact stated herein are true.)

*Steve R. Schlitt*

STEVEN R. SCHLITT

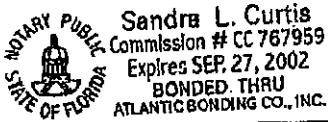
*Linda S. Gonzalez*  
LINDA S. GONZALEZ

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Acknowledged before me by STEVEN R. SCHLITT this 14th day of December 1998.

*Sandra L. Curtis*



(Print, type, or stamp commissioned name of notary public)

Personally known  or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Acknowledged before me by LINDA S. GONZALEZ, this 11<sup>th</sup> day of December

1998.

Sandra L. Curtis



Sandra L. Curtis  
Commission # CC 767959  
Expires SEP 27, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

(Print, type, or stamp commissioned name of notary public)

Personally known  or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**CONSENT OF REGISTERED AGENT**

Having been named as Registered Agent for this Limited Liability Company at the registered office designated in the foregoing Articles of Organization, the undersigned is familiar with and accepts the obligations of this designation.

Dated this 11 day of December, 1998.

  
\_\_\_\_\_  
CHARLES E. GARRIS  
Registered Agent



**BID PROPOSAL RFP NO. 2016-012**

## PROPERTY OVERVIEW

### RFP REQUIREMENTS

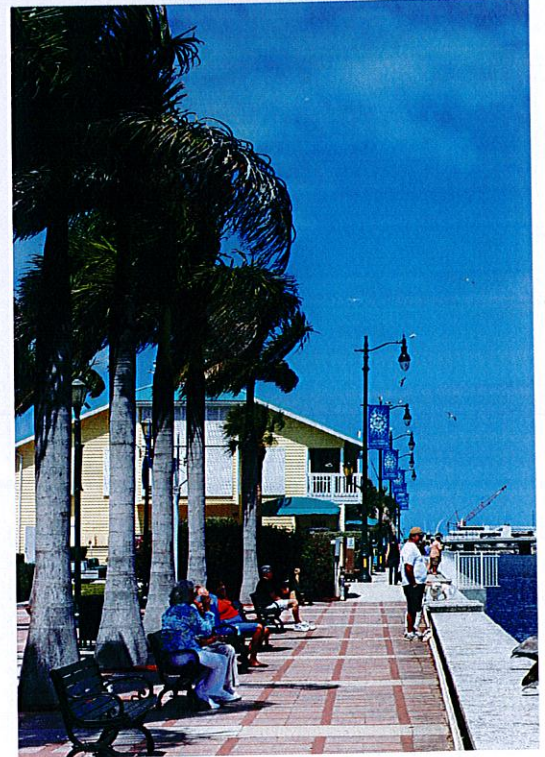
"The undersigned solemnly declares and certifies that the enclosed information are true and correct statements of the history, services, and abilities of Coldwell Banker Paradise. Further, it is agreed and understood that at the sole option of the City of Fort Pierce, any information which is found to be incorrect, incomplete, or misleading as to any matter relied upon in evaluation of proposals may constitute cause for termination of such contract." We use confidentiality agreements in the marketing of substantial residential and commercial properties.

### ABILITY TO MEET/EXCEED THE SCOPE OF SERVICES

Coldwell Banker Paradise is licensed by the State of Florida Department of Business and Professional Regulation to offer Brokerage services within state of Florida.

Coldwell Banker Paradise has ten offices covering Brevard, Indian River, St. Lucie and Martin Counties. We are also members of seven MLS boards, including the Realtors Association of the Palm Beaches, Indian River County, Brevard County, mid-Florida, and Ft. Lauderdale.

Coldwell Banker Paradise is a Global Company with vast network members who utilize our resources to provide the highest level of excellence through technology, training and a proven business model for growth and development.



### CREDENTIALS AND EXPERIENCE

Coldwell Banker Paradise has over 250 qualified associates and professional support staff. Many of our agents have over four decades of service to the local markets. Hampton Jackson and Hoyt "Pat" Murphy, Jr. are our project leaders. Hampton holds a FHA203K and Reverse Mortgage designation, and he has extensive experience with builders and developers. He has closed numerous transactions with financial institutions such as Wells Fargo and Iberia Banks.

Hoyt "Pat" Murphy, Jr. grew up in his family real estate business which was established in 1949 in Ft. Pierce. In 1984, Hoyt took over as President and CEO of Hoyt C. Murphy, Inc. Realtors which included more than 50 Sales Associates and four offices. During his reign as president, the company grew from grossing over \$25 Million annually to a high of over \$179 Million and gained the reputation of being the largest and oldest Real Estate brokerage firm in St. Lucie County. Since 1949 the firm has sold over \$1.5 Billion of local real estate transactions including groves, hotels, residences, condominiums and commercial properties.

In June of 2012, Hoyt C. Murphy, Inc. Realtors merged with Coldwell Banker Ed Schlitt Realtors to become Coldwell Banker Paradise, Hoyt Murphy Realtors, the leading residential and commercial brokerage on the Treasure Coast.

### COMPLIANCE WITH TERMS AND CONDITIONS

The RFP terms have been reviewed and accepted by Coldwell Banker Paradise Hoyt Murphy REALTORS®

1. The Exclusive Representation Agreement on each property listed with our company is our company in consideration for the services provided by Broker as set forth below, Client hereby appoints Broker as Client's exclusive agent and real estate advisor and grants Broker the exclusive right to represent Listing agent as stated in the Florida Association of Realtor Sales and Listing Agreements.

2. Broker's services will include but are not limited to the solicitation of potential Buyers, Multiple Listing Services, screening of potential clients and the use and cooperation of other licensed real estate brokers and agree to share the commission on the closed transactions as stated in the Florida Association of Realtor Sales and Listing Agreement.

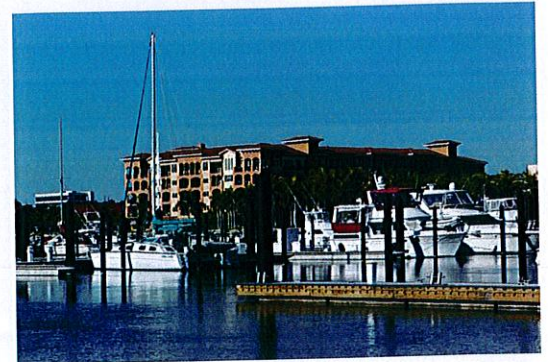


**BID PROPOSAL RFP NO. 2016-012**

## **EXECUTIVE SUMMARY**

### **SCOPE OF SERVICE**

It is the intent of this RFP to have the successful Broker enter into a Contract for professional services as outlined herein. The Broker will be paid strictly on a commission basis and will be expected to work closely with the City Manager, his designees and City staff. The respondents to this RFP must be knowledgeable of the local real estate market and should have experience in the sales and leasing of similar properties. The professional services required by the City in connection to this RFP covers the entire spectrum of those services customarily provided by commercial real estate brokers. In addition, if Coldwell Banker Paradise Hoyt Murphy REALTORS® is the awarded party of this RFP, staff assigned to this project will attend monthly CRA advisory board meetings and will bring necessary documentation to support our marketing efforts.



### **MARKET INFORMATION**

The commercial sector has seen substantial improvement in the last year. With the significant improvement in the residential sector for the past three years, we are now seeing commercial, industrial and office sales and leasing improving. A good example is the US 1 corridor in Ft. Pierce. Many of the retail and office properties that sat vacant for several years have been sold or leased. Several have undergone very substantial renovations. We expect 2016 to be an outstanding year for the commercial markets with low interest rates and available money from lenders allowing businesses to grow and expand.

### **MARKETING THE PROPERTY**

Coldwell Banker Paradise Hoyt Murphy Realtors has a unique marketing platform that allows us to easily market properties through a variety of mediums and to selected target audiences. The goal of the marketing plan is to quickly expose your property to the maximum number of qualified purchasers and cooperating brokers and to obtain the highest sales price, in the shortest amount of time. Our firm is the only locally based full service real estate company that can handle both commercial and residential assignments.

### **RECOMMENDATION**

We recommend that you partner with Coldwell Banker Paradise Hoyt Murphy REALTORS® to represent the City of Ft. Pierce in your desire to liquidate City assets, as we are a Real Estate Firm that has been locally based since 1949. Coldwell Banker Paradise Hoyt Murphy REALTORS® markets through Coldwell Banker Commercial and Coldwell Banker Residential. We are the leading broker in Ft. Pierce with the highest market penetration.

### **ABOUT COLDWELL BANKER PARADISE**

Coldwell Banker Paradise Hoyt Murphy REALTORS® is one of the most respected brokerage firms on the Treasure Coast. Over the years the firm has actively been involved in all facets of commercial and residential real estate, including the sale of some of the most recognizable properties on the Treasure Coast, including the 2300 acres that was developed into the PGA Reserve, the site for the Walmart Distribution Center, and recently the site for the Square Grouper Restaurant. Our firm has brokered over 200,000 acres of land.

### **ABOUT THE COLDWELL BANKER ORGANIZATION**

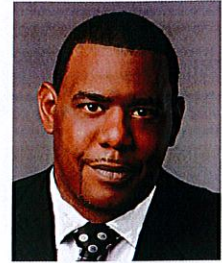
With a collaborative network of independently owned and operated affiliates, the Coldwell Banker organization has over 109 years of experience providing real estate service. We have a global presence of being represented in 44 countries, and 3,000 offices worldwide. We are number one because of how we represent your property to the world.



**REFERENCES**

"I have had the pleasure of working real estate transactions with Hampton Jackson, Realtor with Coldwell Banker Paradise Hoyt Murphy REALTORS® over the past several months. He has always been courteous and responsive as well as helpful when we have worked together. He is a valuable asset to the real estate community in our area and I truly appreciate our working business relationship thus far. I hope to continue to close deals with Mr. Jackson through this upcoming year. I know this will be very positive for both him and Adams Homes."

Kelle Dorsch, Home Site Analyst/Administrator  
Adams Homes - Melbourne Division



Hampton Jackson,  
REALTOR

"I would like to take this opportunity to thank you for all of your time, assistance, hard work and help in selling our homes that we are building. You and your entire team have imprinted a very professional impression on me since we first met. Your detailed work has helped us sell our properties much quicker than we expected. Also you are very considerate in working around our schedules. I look forward to working with you as we move forward with this project."

Mike Garofalo, Owner  
Suncor Properties

"I met Pat almost 20 years ago. Over this time I have had the privilege of having Pat guide me through several million dollars of buying and selling investment property. Pat's ability to navigate the real estate process plus his vast knowledge of the local market has proven, time and again, of the utmost value. His integrity and drive to make the "deal" right and fair for all concerned have become pillars upon which I trust. I could not imagine purchasing property in St Lucie county without the services of Pat Murphy."

John Stallings



Hoyt C. "Pat" Murphy, Jr.,  
REALTOR

"I am writing to you to express my sincere appreciation for the expert help and services provided by Mr. Hoyt C. Murphy, Jr. (Pat) in assisting us to locate, purchase and sell various commercial properties.

Mr. Murphy has helped us and our company in finding, purchasing and selling numerous commercial properties in the past ten years all along the Treasure Coast. Whenever we are in need of buying or selling a commercial property in the Treasure Coast area, Pat is always the first broker we contact. He has the professional expertise, connections and the local knowledge to always direct us to the suitable properties when buying, and get us the best price when selling. He is also always available to assist throughout the transaction process with his professional expertise. Most importantly, he shows the utmost integrity and honesty in all situations.

I greatly appreciate all the help and services Pat has provided. We cannot be any happier as a client."

John Sigler, Member, JIT Investment Company, LLC



PARADISE HOYT MURPHY REALTORS

BID PROPOSAL RFP NO. 2016-012

COST OF SERVICES

**Cost of Residential Services**

10% Under \$40k

6%



**Cost of Commercial Services**

6% On the first portion up to \$500,000

5% On the portion between \$500,000 to \$1 Million

4% On that portion over \$1 Million

**Cost of Commercial Leasing Services**

10% On Leases valued at less than \$20,000

6% On Leases valued above \$20,000

*[Handwritten Signature]*  
\_\_\_\_\_  
Broker Signature

January 5, 2016



CITY OF FORT PIERCE  
REAL ESTATE BROKER SERVICES

RFP NO. 2016-012

ADDENDUM NO. 1

The purpose of this addendum is to provide modifications and clarifications to the specification as follows:

Section V – *Statement of Work, Proposer’s Questionnaire*, item numbered 7. , has been modified and should read:

7. Proposer sale & lease history for properties? Include the following information:

Date	Commercial Sq. ft.	Location	Sale Price	Annual Lease	Listing Date

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Mantua

Signature: Linda Gonzalez  
Typed or Printed

Company Name: Coldwell Banker Paradise Hoyt Murphy Realtors

Address: 411 North US Highway 1 Fort Pierce, Florida, 34950

Date: January 11, 2016

/gc

See Attached

**January 5, 2016**



**CITY OF FORT PIERCE**  
**REAL ESTATE BROKER SERVICES**

**RFP NO. 2016-012**

**ADDENDUM NO. 2**

PLEASE disregard Addendum No. 1 due to the omission of the phrase "history of commercial properties".

The purpose of this addendum is to provide modifications and clarifications to the specification as follows:

Section V – *Statement of Work, Proposer’s Questionnaire*, item numbered 7. , has been modified and should read:

7. Proposer sale & lease history of commercial properties? Include the following information:

Date	Commercial Sq. ft.	Location	Sale Price	Annual Lease	Listing Date

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: Linda Gonzalez  
Typed or Printed

Company Name: Coldwell Banker Paradise Hoyt Murphy Realtors

Address: 411 North US Highway I Fort Pierce, Florida, 34950

Date: January 11, 2016

/gc

See Attached



### Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee City for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie City; and
- 2) That my company holds any business or Broker license required by St. Lucie City and/or can document payment of business license taxes in St. Lucie City;
- 3) That my company is principal offeror who is single offeror; a business which is the prime Broker and not a subBroker; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or Broker license and/or business tax receipt for St. Lucie City, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

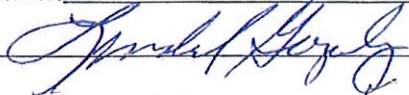
Company Name: Coldwell Banker Paradise Hoyt Murphy Realtors

Address: 411 North US Highway 1 Fort Pierce, Florida, 34950

Business or Broker License Number: BK 3007542

Phone Number: (772)461-3250 Fax Number: (772)460-2067

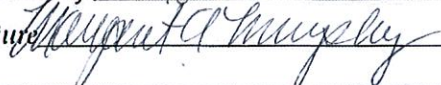
Owner's Name: Linda Gonzalez

Signature: 



Sworn to before me this 5 day of SEPTEMBER, 2016

Notary Public for the State of Florida My Commission Expires NOV 5 2019

Notary Public Signature:  Printed Name: Margaret A. Murphy

#### FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or Broker license must be submitted with your bonafide Bid/RFP package.



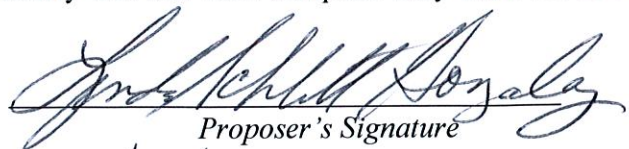
# DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Coldwell Banker Paradise Hoyt Murphy Realtors does:  
*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Agreemental services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Agreemental services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
*Proposer's Signature*

1/7/16  
*Date*



# CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	<u>  X  </u>	<u>      </u>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>  X  </u>	<u>      </u>
Include proof of proper licensing as stated in proposal documents.	<u>  X  </u>	<u>      </u>
Include proof of proper insurance as stated in proposal documents.	<u>  X  </u>	<u>      </u>
Proposal envelope is marked accordingly.	<u>  X  </u>	<u>      </u>
Is Drug-Free Work Place form signed and enclosed?	<u>  X  </u>	<u>      </u>
W-9 Form completed, signed and attached?	<u>  X  </u>	<u>      </u>
Are six (6, one original and five copies) complete proposal packages and one electronic (PDF) on a USB Flash Drive included?	<u>  X  </u>	<u>      </u>

PLEASE SIGN AND RETURN WITH PROPOSAL