

1303 4th Street SW
P.O. Box 3428
Moultrie, Georgia 31776

229-985-8388
800-323-8388
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www.rowellauctions.com

CONTRACT FOR SALE OF REAL PROPERTY

State of Florida
Columbia County

County Road 138
Tract(s): _____

The undersigned Purchaser, _____ agrees to buy, and the undersigned Seller, agrees to sell with Rowell Auctions, Inc., a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property").

The purchase price of said Property shall be _____ **and No/100 dollars** (\$ _____) and is inclusive of a 10% "Buyer's Premium" (the "Purchase Price"). The Purchase Price shall be payable to the Seller all cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to Rowell Auctions, Inc., 1303 4th Street, SW, Moultrie, GA 31776, (229) 985-8388, Fax: (229) 890-9567, receipt of which is hereby acknowledged, **\$(15% of Contract Price)** certified funds, as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker accordingly.

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by warranty deed, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said Property; (2) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (3) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property, (4) taxes for the current year and all subsequent years; and (5) leases, other easements, other restrictions and encumbrances specified in this Contract, if any (collectively, the "Permitted Encumbrances"). In the event leases are specified in

this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

The Purchaser shall have 15 days after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable Title Standard to cure such defect. In the event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void.

Should the Property be destroyed or substantially damaged as a result of a fire, storm or other casualty before the Closing Date, Seller shall immediately notify the Purchaser or Broker, after which the Purchaser may declare this Contract null void and receive a refund of the earnest money deposited. In the event Purchaser elects not to void this Contract pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds which Seller will receive as a result of said casualty, if any, Seller shall notify Purchaser of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Purchaser may (A) declare this Contract null and void and receive a refund of the earnest money deposited, or (B) proceed to Closing and receive such insurance proceeds as are paid to Seller on the loss resulting from said casualty if Seller has elected not to repair said damage.

Neither Seller nor Broker make, nor have made, any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights, if any, to the Purchaser at closing. The conveyance of the Property shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any.

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations, warranties or guaranties made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser.

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Rowell Auctions, Inc. Broker has acted as agent for the Seller in the transaction contemplated herein as disclosed in Exhibit "C" attached hereto. Broker has not acted as agent for the Purchaser.

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract. Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Seller and Purchaser hereby instruct the closing attorney to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's commission with any excess being paid to Seller at Closing.

This Contract is inclusive of the special conditions of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If special stipulations are in conflict with prior printed context of this Contract then the special stipulations will govern this Contract.

This Contract and the Exclusive Auction Listing Contract between Broker and Seller constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

This agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of the agreement with original signatures if requested to do so by the other party.

This offer from the Purchaser remains binding and irrevocable through April 14, 2021 at 5:00 pm. If this offer is not accepted by the Seller by said date the earnest money deposit shall be returned, and this offer shall be null and void.

The foregoing offer is ACCEPTED by the Seller on _____.

PURCHASER: _____

SELLER: _____

By: _____

By: _____

As its: _____

As its: _____

Date: _____

Date: _____

By: _____

By: _____

As its: _____

As its: _____

Date: _____

Date: _____

BROKER: Rowell Auctions, Inc.

By: _____

As its: _____

Date: _____

Exhibit "A"

All that piece, parcel, or tract of land located in Columbia County, Florida and being described as tract(s) _____ containing _____± acres according to an Aerial Photo Auction Tract Map attached to this contract as Exhibit "A2." And being all or a portion of that tract of land being referenced in Instrument Number: 201512014563 Book: 1300 Page: 907-909 Dated August 27, 2015 and more particularly described as:

Columbia County

Tax Parcel IDs

- 04265-004 (180.5± Acres)
- 04344-000 (7.50± Acres)
- 04273-000 (5.64± Acres)
- 04343-000 (1.25± Acres)

That part of the Northeast 1/4 of Section 20, Township 7 South, Range 16 East, Columbia County, Florida, lying Southwesterly of the center line of State Road 138, less right-of-way for State Road 138, containing plus or minus 5.5 acres.

04265-004-

Government Lot 5 and Government Lot 6 in Section 20, Township 7 South, Range 16 East, LESS right-of-way of Florida Power Corporation in said Lot 6; AND LESS that part of Lot 6 in Section 20, Township 7 South, Range 16 East, conveyed to State of Florida for road recorded in O.R. Book, 180, page 402; Government Lot 1 in Section 29, Township 7 South, Range 16 East;

04344-000-

That part of the South 1/2 of the Southwest 1/4 of Section 21, Township 7 South, Range 16 East, lying Southwesterly of the Northeasterly boundary of Florida Power Corporation right-of-way;

04273-000-

AND that part of Government Lot 2 in Section 28, Township 7 South, Range 16 East, lying Southwesterly of the Northeasterly boundary of said Florida Power Corporation right-of-way;

04343-000-

All of the above exceptions of Florida Power Corporation's right-of-way are as described in Deed Book 41, Pages 585-586, Public Records of Columbia County, Florida; Subject to all rights-of-way, easements and restrictions of record or which are apparent from inspection of the property and subject to outstanding oil and mineral rights held by others than the surface owner.

Exhibit "A2"

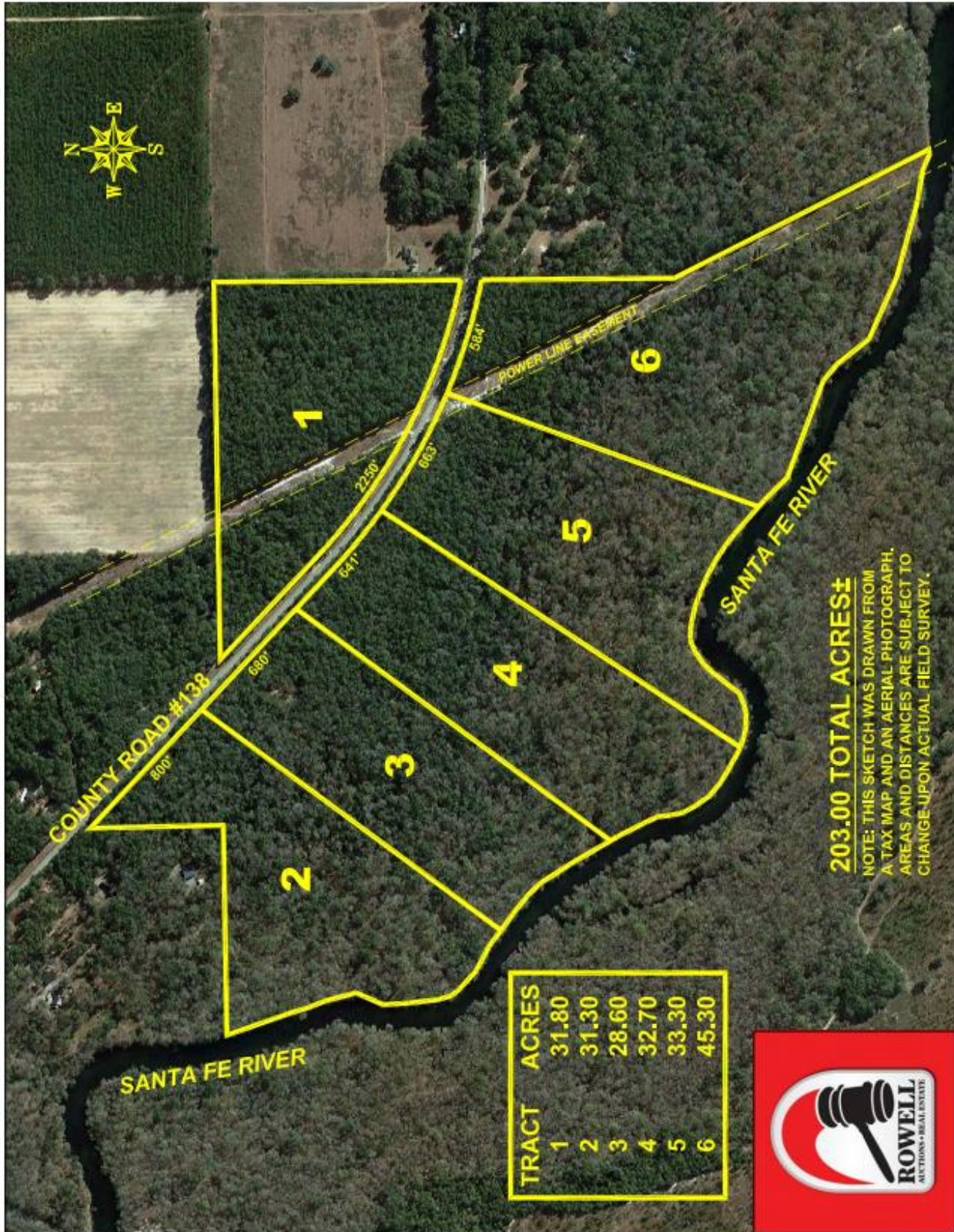


Exhibit "B"

1. A boundary survey will be made by Southeastern Surveying Inc. 601 North St. Augustine Road, Valdosta, Georgia 31601, a land surveyor registered in the state of Florida to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Florida and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge 30 cents per linear foot on all exterior lines and 15 cents per linear foot on all common lines between auction purchasers. The final Purchase Price shall be determined by multiplying \$_____/acre (Purchase Price/Per Acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. In the event party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.
2. This sale will be closed Gilchrist Title Company, 302 North Main Street, Trenton, Florida 32693. Gilchrist Title Company will charge the purchaser a closing fee of \$500.00 per transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, documentary stamps, financing expenses, intangible taxes, title fees, title insurance, appraisals, and inspection reports. With regard to bank wire fees for receiving or sending purchaser's earnest money deposits, the purchaser will be responsible for any bank fees associated with such.
3. This property is being conveyed by Trustee's Deed.
4. Time being of the essence, this sale shall be closed on or before **June 1, 2021** or no later than 10 days from receipt by Rowell Auctions, Inc. of the final recordable plat, as provided in Exhibit B Paragraph 1, whichever occurs later. However, in no event later than June 30, 2021 except as provided in the curative title work section of this contract.
5. The 2021 ad valorem taxes will be prorated between the seller and purchaser as of the date of closing.
6. Possession of the property will be granted to the purchaser at closing.
7. This contract excludes all personal property located on the property specifically including storage containers, campers, and deer stands.

EXHIBIT "C"
SPECIAL STIPULATIONS

AGENCY DISCLOSURE

Rowell Realty & Auction Co., Inc. is by this document giving notice to the Purchaser(s) that it is the Agent and Representative of the Sellers.

The undersigned(s) acknowledge(s) that this written notice was received before the undersigned(s) signed a contractual offer or lease agreement in compliance with 475.25(1) (q), Florida Statutes, and Rule 21V-10-033 Florida Administrative Code.

_____ Date _____ Signature of Purchaser

_____ Date _____ Signature of Purchaser

2) RADON GAS -- NOTICE TO PROSPECTIVE PURCHASER

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. Pursuant to 404-056(8), Florida Statutes.

3) COMPENSATION

The Purchaser acknowledges that Rowell Realty & Auction Co., Inc. is being paid by the Seller, Pursuant to Rule 2-13.003(2), Florida Administrative Code.

4) NO BROKERAGE RELATIONSHIP

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Rowell Realty & Auction Co., Inc. and its Associates owe to you the following duties:

1. Dealing honestly and fairly.
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

_____ Date _____ Signature

_____ Date _____ Signature