

# 13035 US Highway 319 N, Suite G, Thomasville, Georgia 31757

# CONTRACT FOR SALE OF REAL PROPERTY

Property Address: 886 Coastal Highway,

, agrees to buy, and the undersigned Seller, agrees to

Panacea, Florida 32346

State of Georgia

County of Wakulla

The undersigned Purchaser,

sell with Wiregrass Auction Group, Inc., a licensed Real Estate broker, herein referred to a or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and "Property"). Time being of the essence, this sale shall be closed on or before Friday, Nove	d made a part of this Contract by reference (the
The purchase price of said Property shall be is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase Price shall hereinafter defined) in immediately available funds. This Contract is not contingent upon kind.	
Purchaser has paid to Wiregrass Auction Group, Inc., receipt of which is hereby acknowle earnest money to be applied towards the purchase price when the sale is consummated, rendered a valuable service for which reason Broker is made a party of this Contract to rights hereunder against the parties hereto on the following basis: Seller agrees to pay Brok listing contract when the sale is consummated. In the event the sale is not consummated be perform any of the Seller's covenants herein, then the Seller shall pay the full commiss Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser covenants herein, Purchaser shall forthwith pay Broker the full commission; provided the money toward payment of, but not to exceed, the full commission. The Seller may elect to as liquidated damages and full settlement of any claim for damages or the Seller may obligations against the Purchaser under the terms of this Contract. In the event Purchaser fair Purchaser shall be considered to have breached this agreement and Seller shall have the right of demand liquidated damages equal to the amount of the deposit or Seller may demand spesshall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing ear shall give all parties fifteen (15) days written notice by certified mail (to each part disbursement(s) will be made. Any party may object in writing to the disbursement, provide the end of the fifteen (15) day notice period. All objections not raised in a timely manner is made, Broker shall consider the objection and may do any or a combination of the follow in the notice and so notify all parties; or (2) interplead the earnest money into a court of money for a reasonable period of time to give the parties an opportunity to resolve the disform any funds interpleaded for its costs and expenses, including reasonable attorney's feaction. The prevailing party in the interpleader action shall be entitled to collect from the objection of related to the performance of Broker's dut	As procuring cause of this Contract, Broker has enable Broker to enforce Broker's commission are the full commission as provided in the auction because of Seller's inability, failure, or refusal to the fails or refuses to perform any of the Purchaser's at Broker may first apply one-half of the earnest accept the balance of the earnest money deposit seek to enforce specific performance rights and alls to make deposit or deposits are not collectible, ght to re-offer the Property for sale to others and performance. The Purchaser in either event mest money pursuant to this Agreement, Broker y's last known address), stating to whom the ided the objection is received by Broker prior to shall be waived. In the event a timely objection wing: (1) disburse the earnest money as indicated from competent jurisdiction; or (3) hold the earnest spute. Broker shall be entitled to be reimbursed ees incurred in connection with the interpleaded other party the costs and expenses reimbursed to other be liable for the same) for any matter arising

CONTRACT FOR SALE OF REAL PROPERTY

Seller('s) initials \_\_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_\_

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, as applicable, 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 10 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 and 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.

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

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. The provisions of this paragraph shall survive closing.

	CONTRACT FOR SALE OF REAL	. PROPERTY	
Seller('s) initials	; Auctioneer/Broker's i <b>n</b> itials	; Purchaser(s) initials:	

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Wiregrass Auction Group, 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 contract may be executed without modification in counterparts by the undersigned parties via electronic (scanned) or facsimile signature and, when assembled, shall constitute a single binding agreement.

For all purposes in this Contract, an electronic signature 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 this Contract with original signatures if requested to do so by any other party to this Contract.

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	CONTRACT FOR SALE OF REAL	PROPERTY	
Seller('s) initials	; Auctioneer/Broker's initials	; Purchaser(s) initials:	

PURCHASER:	PURCHASER:
Ву:	By:
Print Name:	
Title:	
Date:	
Address:	
Telephone #:	
Facsimile #:	
E-mail Address:	
SELLER:	SELLER:
Ву:	By:
A	
By:(Sl	EAL) By: (SEAL)
Print Name:	Print Name:
Title:	
Address:	
Telephone #:	Telephone #:
Facsimile #:	
E-mail Address:	
SELLER:	
By:	
Α	
By:(SI	EAL)
Print Name:	
Title:	
Address:	
Telephone #:	
Facsimile #:	
E-mail Address:	

The foregoing offer is ACCEPTED by the Seller on \_\_\_\_\_

# ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY BY BROKER OR BROKER'S AFFILIATED LICENSEE: Wiregrass Auction Group, Inc. [FL R.E. Lic. #CQ1051810]

# **AUCTIONEER/BROKER:**

Wiregrass Auction Group, Inc.  A Georgia Corporation	
By:	(SEAL)
Mark L Manley	
Broker / President	
FL R.E. Lic. #BK3416356	
13035 US Hwy 319 N., Suite G	
Thomasville, Georgia 31757	
(229) 890-2437 Office	
(229) 891-1377 Cell	
Mark@BidWiregrass.com	

#### Exhibit "A"

### **Legal Description**

A tract of land lying	and being situated in Section 10, Township	o 3 North, Range 8 West of Jackson County, Florida and being described
as tract(s)	containing	+/- acres according to an engineer's sketch attached to this
contract as Exhibit '	'A2", and being all or a portion of those trac	ets of land being more particularly described as follows:

## TRACT 1

Wakulla County Tax Parcel Number: 36-5S-02W-000-03564-003

Commence at a iron rod and cap (marked #7160) marking the Northwest corner of Section 36, (also being the Southwest corner of Section 25), Township 5 South, Range 2 West, Wakulla County, Florida and run South 01 degrees 02 minutes 40 seconds West along the West boundary of said Section 36 (as monumented) a distance of 500.00 feet to a re-rod (marked #4261); thence run South 88 degrees 57 minutes 19 seconds East 208.71 feet to a iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run North 01 degrees 01 minutes 31 seconds East 189.88 feet to an iron rod and cap (marked #7160), thence run South 89 degrees 31 minutes 07 seconds East 207.95 feet to iron rod and cap (marked #7160) lying on the Westerly right-of-way boundary of U. S. Highway No. 98, thence run South 17 degrees 22 minutes 59 seconds West along said right-of-way boundary 200.00 feet to a re-rod (marked #4261), thence leaving said right-of-way boundary run North 88 degrees 57 minutes 20 seconds West 151.61 feet to the POINT OF BEGINNING containing 0.79 acres, more or less.

TRACT C

Commence at an iron rod and cap (marked #7160) marking the Northwest corner of Section 36, (also being the Southwest corner of Section 25), Township 5 South, Range 2 West, Wakulla County, Florida and run South 01 degrees 02 minutes 40 seconds West along the West boundary of said Section 36 (as monumented) a distance of 500.00 feet to a re-rod (marked #4261), thence run South 88 degrees 57 minutes 19 seconds East 208.71 feet to an iron rod and cap (marked #7160), thence run North 01 degrees 01 minutes 31 seconds East 189.88 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 01 degrees 01 minutes 31 seconds East 94.64 feet to a re-rod (marked #7160), thence run South 89 degrees 58 minutes 31 seconds East 235.23 feet to a re-rod (marked #4261) lying on the Westerly right-of-way boundary of U. S. Highway No. 98, thence run South 17 degrees 22 minutes 59 seconds West along said right-of-way boundary 96.89 feet to an iron rod and cap (marked #7160), thence leaving said right-of-way boundary run North 89 degrees 31 minutes 07 seconds West 207.95 feet to the POINT OF BEGINNING containing 0.48 acres, more or less.

#### **AND**

Wakulla County Tax Parcel Number: 36-5S-02W-000-03565-001

Property Address: 886 Coastal Highway, Panacea, Florida

Commencing at the N.W. corner of Section 36, Township 5 South, Range 2 West and run thence South 00° 25' 50" West along the West line of said Section 499.0 feet to a 3/4 inch iron pipe; Then run South 89° 57' 19" East 208.7 feet, then run North 00° 25' 50" East 294.82 feet to the P.O.B. From said P.O.B. run North 00° 25' 50" East 94.94 feet, then run S. 89° 57' 19" E. 245.0 feet more or less to the Westerly R/W limits of U.S. 98 then run S. 18° 21' W. along said Westerly R/W 100.0 feet, then run N. 89° 57' 19" W. 214.3 feet more or less to the P.O.B. containing .5 acres more or less in the N.W. ¼ of the N.W. ¼ of Section 36, Township 5 South, Range 2 West in Wakulla County, Florida.

### TRACT 2

Wakulla County Tax Parcel Number: 36-5S-02W-000-03565-000

Begin at an iron rod and cap (marked #7160) marking the Northwest corner of Section 36, (also being the Southwest corner of Section 25), Township 5 South, Range 2 West, Wakulla County, Florida. From said POINT OF BEGINNING run South 01 degrees 02 minutes 40 seconds West along the West boundary of said Section 36 (as monumented) a distance of 500.00 feet to a re-rod (marked #4261), thence run South 88 degrees 57 minutes 19 seconds East 208.71 feet to an iron Rod and Cap (marked #7160), thence run North 01 degrees 01 minutes 31 seconds East 730.84 feet to a concrete monument (marked #4261), thence run North 88 degrees 58 minutes 48 seconds West 208.47 feet to a concrete monument (marked #4261) lying on the Westerly boundary of Section 25, Township 5 South, Range 2 West, Wakulla County, Florida, thence run South 01 degrees 02 minutes 40 seconds West along said West boundary (as monumented) a distance of 230.75 feet to the POINT OF BEGINNING containing 3.50 acres, more or less.

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### Wakulla County Tax Parcel Number: 36-5S-02W-000-033564-005

Begin at a concrete monument (marked #4261) marking the Northwest corner of Section 36, (also being the Southwest corner of Section 25), Township 5 South, Range 2 West, Wakulla County, Florida. From said POINT OF BEGINNING run South 01 degrees 02 minutes 40 seconds West along the West boundary of said Section 36 (as monumented) a distance of 500.00 feet to a re-rod (marked #4261), thence run North 88 degrees 57 minutes 20 seconds West 50.00 feet to a re-rod (marked #7160), thence run North 01 degrees 02 minutes 40 seconds East 943.66 feet to a re-rod (marked #4261) lying on the Southerly maintained right-of-way boundary of Tower Road, thence run South 89 degrees 16 minutes 56 seconds East along said maintained right-of-way and an extension thereof 688.13 feet to a re-rod (marked #4261) lying on the Westerly right-of-way boundary of U.S. Highway No. 98, thence run South 17 degrees 22 minutes 59 seconds West along said right-of-way boundary 950.57 feet to a re-rod (marked #7160), thence leaving said right-of-way boundary run North 89 degrees 11 minutes 43 seconds West 263.40 feet to a re-rod (marked #7160), thence run North 01 degrees 01 minutes 31 seconds East 351.08 feet to a concrete monument (marked #4261), thence run North 88 degrees 58 minutes 48 seconds West 208.47 feet to a concrete monument (marked #4261) lying on the Westerly boundary of aforementioned Section 25, thence run South 01 degrees 02 minutes 40 seconds West along said Westerly boundary (as monumented) a distance of 230.75 feet to the POINT OF BEGINNING containing 6.61 acres, more or less.

#### ALSO THE FOLLOWING:

Commence at a concrete monument (marked #4261) marking the Northwest corner of Section 36 (also being the Southwest corner of Section 25), Township 5 South, Range 2 West, Wakulla County, Florida and run South 01 degrees 02 minutes 40 seconds West along the West boundary of said Section 36 (as monumented) a distance of 500.00 feet to a re-rod (marked #4261), thence run North 88 degrees 57 minutes 20 seconds West 50.00 feet to a re-rod (marked #7160), marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 88 degrees 57 minutes 20 seconds West 280.00 feet to a re-rod (marked #7160), thence run North 01 degrees 02 minutes 40 seconds East 363.25 feet to a re-rod (marked #7160), thence run South 88 degrees 57 minutes 20 seconds East 80.00 feet to a re-rod (marked #7160), thence run North 01 degrees 02 minutes 40 seconds East 579.27 feet to a re-rod (marked #7160) lying on the Southerly maintained right-of-way of Tower Road, thence run South 89 degrees 16 minutes 56 seconds East along said maintained right-of-way 200.00 feet to a re-rod (marked #4261), thence leaving said maintained right-of-way run South 01 degrees 02 minutes 40 seconds West 943.66 feet to the POINT OF BEGINNING containing 5.00 acres, more or less.

# TRACT 3

### Wakulla County Tax Parcel Number: 35-5S-02W-000-03564-000

Commence at the Northeast corner of Section 35, (also being the Southeast corner of Section 26), Township 5 South, Range 2 West, Wakulla County, Florida and run South 01 degrees 02 minutes 40 seconds West 500.00 feet, thence run South 88 degrees 57 minutes 20 seconds West 149.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 17 degrees 22 minutes 59 seconds West 395.30 feet, thence run North 88 degrees 24 minutes 49 seconds West along the Northerly boundary of Mossy Oak Preserve, as per map or plat recorded in Plat Book 4, Page 99 of the Public Records of Wakulla County, Florida a distance of 1043.82 feet, thence run North 00 degrees 21 minutes 27 seconds West 888.05 feet, thence run North 00 degrees 05 minutes 30 seconds West 551.92 feet, thence run North 89 degrees 36 minutes 31 seconds East 635.06 feet to the Westerly right-of-way of Tower Road, thence run South 00 degrees 23 minutes 29 seconds East along said right-of-way 146.13 feet, thence run South 89 degrees 16 minutes 56 seconds East along the Southerly right-of-way of Tower Road a distance of 449.05 feet, thence leaving said right-of-way run South 01 degrees 02 minutes 40 seconds West 579.27 feet, thence run North 88 degrees 57 minutes 20 seconds West 80.00 feet, thence run South 01 degrees 02 minutes 40 seconds West 363.25 feet, thence run South 88 degrees 57 minutes 20 seconds East 180.08 feet the POINT OF BEGINNING containing 34.05 acres, more or less.

## **AND**

### Wakulla County Tax Parcel Number: 26-58-02W-000-03550-020

Commence at a 2 inch iron pipe marking the Northeast corner of Section 26, Township 5 South, Range 2 West, Wakulla County, Florida and thence run North 89 degrees 00 minutes 23 seconds West along the Northerly boundary of said Section 26 (as monumented) a distance of 994.40 feet to the centerline of Fishing Fool Way (a graded dirt road), thence run South 00 degrees 15 minutes 11 seconds West along said centerline 30.00 feet to the centerline of Tower Road (a county graded dirt road), thence run South 89 degrees 58 minutes 23 seconds East 239.83 feet, thence run South 00 degrees 01 minutes 07 seconds West (bearing base) along said centerline of Tower Road 4174.32 feet, thence leaving said right-of-way boundary run North 89 degrees 58 minutes 53 seconds West 30.00 feet to the

	CONTRACT FOR SALE OF	REAL PROPERTY
Seller('s) initials _	; Auctioneer/Broker's initials	; Purchaser(s) initials:

Westerly right-of-way boundary of said Tower Road said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 01 minutes 07 seconds West along said right-of-way boundary 172.84 feet, thence leaving said right-of-way boundary run North 89 degrees 58 minutes 53 seconds West 208.71 feet, thence run South 00 degrees 01 minutes 07 seconds East 208.71 feet, thence run South 89 degrees 58 minutes 53 seconds East 208.71 feet to the said Westerly right-of-way boundary of Tower Road, thence run South 00 degrees 01 minutes 07 seconds West along said right-of-way boundary 30.00 feet, thence leaving said right-of-way boundary run North 89 degrees 58 minutes 53 seconds West 635.06 feet, thence run North 00 degrees 01 minutes 07 seconds East 411.55 feet, thence run South 89 degrees 58 minutes 53 seconds East 635.06 feet to the POINT OF BEGINNING containing 5.00 acres, more or less.

### LESS AND EXCEPT THE FOLLOWING:

Commence at a 2 inch iron pipe marking the Northeast corner of Section 26, Township 5 South, Range 2 West, Wakulla County, Florida and thence run North 89 degrees 00 minutes 23 seconds West along the Northerly boundary of said Section 26 (as monumented) a distance of 994.40 feet to the centerline of Fishing Fool Way (a graded dirt road), thence run South 00 degrees 15 minutes 11 seconds West along said centerline 30.00 feet to the centerline of Tower Road (a county graded dirt road), thence run South 89 degrees 58 minutes 23 seconds East 239.83 feet, thence run South 00 degrees 01 minutes 07 seconds West (bearing base) along said centerline of Tower Road 4174.32 feet, thence leaving said centerline run North 89 degrees 58 minutes 53 seconds West 30.00 feet to the Westerly right-of-way boundary of said Tower Road, thence run South 00 degrees 01 minutes 07 seconds West along said right-of-way boundary 172.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way boundary run North 89 degrees 58 minutes 53 seconds West 208.71 feet, thence run South 00 degrees 01 minutes 07 seconds East 208.71 feet, thence run South 89 degrees 58 minutes 53 seconds East 208.71 feet, thence run North 00 degrees 01 minutes 07 seconds East 208.71 feet to the POINT OF BEGINNING containing 1.00 acres, more or less.

### LESS AND EXCEPT THE FOLLOWING:

Commence at the Northwest Corner of Section 26, Township 5 South, Range 2 West, Wakulla County, Florida, thence run North 89 degrees 00 minutes 23 seconds East 994.40 feet to the centerline of Fishing Fool Way, thence run along said centerline South 00 degrees 15 minutes 11 seconds West 30.00 feet to the intersection of said centerline with the centerline of Tower Road, thence run South 89 degrees 58 minutes 23 seconds East 239.83 feet, thence run South 00 degrees 01 minutes 07 seconds West along said centerline 4174.32 feet, thence leaving said centerline run North 89 degrees 58 minutes 53 seconds West 30.00 feet to the Westerly maintained right-of-way of Tower Road, thence run South 00 degrees 01 minutes 07 seconds West along said maintained right-of-way 172.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 58 minutes 53 seconds West 200.00 feet, thence run South 00 degrees 01 minutes 07 seconds East 200.00 feet, thence run South 89 degrees 58 minutes 53 seconds East 200.00 feet, thence run North 00 degrees 01 minutes 07 seconds East 200.00 feet to the POINT OF BEGINNING containing 0.92 acres, more or less.

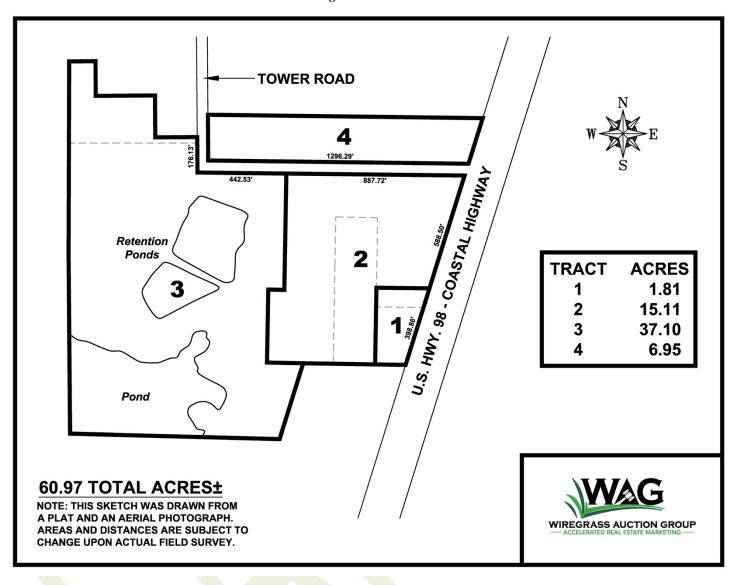
# **TRACT 4**

Wakulla County Tax Parcel Number: 25-5S-02W-000-03248-009

Commence at the Northeast corner of Section 35, (also being the Southeast corner of Section 26), Township 5 South, Range 2 West, Wakulla County, Florida and run South 01 degrees 02 minutes 40 seconds West 500.00 feet, thence run South 88 degrees 57 minutes 20 seconds East 360.33 feet to the Westerly right-of-way boundary of U. S. Highway No. 98, thence run North 17 degrees 22 minutes 59 seconds East along said right-of-way boundary 1050.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 17 degrees 22 minutes 59 seconds East along said Westerly right-of-way boundary 237.27 feet, thence leaving said right-of-way boundary run North 89 degrees 16 minutes 56 seconds West 1368.74 feet to the Easterly right-of-way of Tower Road, thence run South 00 degrees 23 minutes 29 seconds East along said Easterly right-of-way 227.34 feet, thence run South 89 degrees 16 minutes 56 seconds East along the Northerly right-of-way of said Tower Road and an extension thereof a distance of 1296.29 feet to the POINT OF BEGINNING containing 6.95 acres, more or less.

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### **Engineers Sketch**



#### Exhibit "B"

### **Special Stipulations**

- 1. This sale will be closed by Jan H. Colvin of Wakulla Title Company, 3004 Crawfordville Highway, Crawfordville, Florida 32347, (850) 926-3934. 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. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
- 2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
- 3. This sale and conveyance are expressly subject to all covenants, conditions, restrictions, reservations, rights-of-way of record, and easements for roads, power line, telephone lines or similar utilities, if any, affecting the property. Additionally, this sale and conveyance are subject to any cemetery or cemeteries that may now exist on the property. The Buyer further acknowledges that they shall take title to the property subject to these covenants, conditions, restrictions, reservations, easements, and rights-of-way, and agrees to comply with and abide by all terms and conditions set forth therein. The Seller makes no representations or warranties regarding the existence or impact of any such covenants and restrictions, and the Buyer assumes all responsibility for conducting due diligence with respect to these matters.
- 4. The 2025 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
- 5. The property is being sold as-is where-is.
- 6. This property is selling subject to specific Disclosures contained in Exhibit "C"
- 7. This contract excludes all personal property located on the property.
- 8. This property is being conveyed by Limited Warranty Deed.
- 9. Possession of the property will be granted at closing

	CONTRACT FOR SALE OF REAL	PROPERTY	
Seller('s) initials	; Auctioneer/Broker's initials	; Purchaser(s) initials:	

# Exhibit "C"

# DISCLOSURE STATEMENT

unders	and Representative of the Sellers.	riregrass Auction Group, Inc is by this document giving real The undersigned(s) acknowledge(s) that this written not rease agreement in compliance with 475.25(1) (q), Figure 1.25 (1) (q), Figure 2.25 (1) (q), Figure 2.2	ice was received before the
Date		Purchaser Signature	-
Date		Turchaser Signature	
Date		Purchaser Signature	
<b>2)</b> Rule 2	<b>COMPENSATION:</b> The Purc 13.003(2), Florida Administrative	chaser acknowledges that Wiregrass Auction Group, Inc. Code.	is being paid by the Seller, Pursuant to
<b>3)</b> NO BF BUYE	ROKERAGE RELATIONSHIP W	ONSHIP: FLORIDA LAW REQUIRES THAT REAL INTO A POTENTIAL SELLER OR BUYER DISCLOSE	
	eal estate licensee who has no broking duties:	kerage relationship with you, Wiregrass Auction Group,	Inc. and its Associates owe to you the
1 2 buyer.	Dealing honestly and fairly. Disclosing all known facts that	materially affect the value of residential real property wh	hich are not readily observable to the
3	Accounting for all funds entrus	ted to the licensee.	
Date		Purchaser Signature	
Date		Purchaser Signature	
may pr	esent health risks to persons who in buildings in Florida. Additional	ally occurring radioactive gas that, when it is accumulate are exposed to it over time. Levels of radon that exceed information regarding radon and radon testing may be on the control of	federal and state guidelines have been
of any properl shall pr	improvements made to the Proper ly closed. If Seller identifies perm romptly deliver to Buyer all plans	rept as may have been disclosed by Seller to Buyer in a warty which were made without required permits or made p its which have not been properly closed or improvement, written documentation or other information in Seller's which are the subject of such open permits or unpermitted.	sursuant to permits which have not been so which were not permitted, then Seller possession, knowledge, or control
		ing and may cause health risks or damage to property. If ld contact an appropriate professional.	Buyer is concerned or desires additional
	ENERGY BROCHURE: Buyer 1 553.996, F.S.	acknowledges receipt of Florida Energy-Efficiency Rati	ng Information Brochure required by
ĆONT		ION/COMMUNITY DISCLOSURE: BUYER SHOU ECEIVED AND READ THE HOMEOWNERS' ASS	
	Seller('s) initials	CONTRACT FOR SALE OF REAL PROPERTY ; Auctioneer/Broker's initials ; Purchase	r(s) initials:

# **Exhibit "C" Continued**

Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" desirotherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the levation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer of this Contract by delivering written notice to Seller within <u>0</u> (if left blank, then 20) days after Effective Date, and Buyer strefunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess a or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.	and gnated area or owest floor ood insurance may terminate hall be er accepts additional fees
10) FLOOD DISCLOSURE: Florida Statute 689.302 require a seller to complete and provide a flood disclosure to a pure residential real property at or before the time the sales contract is executed.	ırchaser of
Seller, Packhouse Talk, LLC, provides Buyer the following flood disclosure at or before the time the sales contract is ex-	recuted.
Property Address:	
FLOOD DISCLOSURE	
Flood Insurance: Homeowners' insurance policies do not included coverage for damage resulting from floods. Buyer is endiscuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.	icouraged to
<ol> <li>Seller  has  has not filed a claim with an insurance provider relating to flood damage on the property, including to, a claim with the National Flood Insurance Program.</li> <li>Seller  has  has not received federal assistance for flood damage to the propert, including, but not limited to from the Federal Emergency Management Agency.</li> <li>For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or cordination of the property caused by any of the following:         <ol> <li>The overflow of inland or tidal waters.</li> <li>The unusual and rapid accumulation of runoff or surface waters from any established water source, such stream, or drainage ditch.</li> <li>Sustained periods of standing water resulting from rainfall.</li> </ol> </li> </ol>	o, assistance
Seller: Date:	
Seller: Date:	
10) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGER REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.	Y IN THE S
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Seller shall inform Buyer in writin "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall complete FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provor prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.	ly with ide Buyer, at no
CONTRACT FOR SALE OF REAL PROPERTY Seller('s) initials Auctioneer/Broker's initials Purchaser(s) initials:	

# Exhibit "C" Continued

12) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readi observable, and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and inte warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as currently uncorrected building, environmental or safety code violation.	nds no ′.
currently unconsected currently and of surety code violation.	

CONTRACT FOR SALE OF REAL PROPERTY
Seller('s) initials \_\_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_\_