

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



229-985-8388
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CONTRACT FOR SALE OF REAL PROPERTY

State of Florida
Volusia County

Property Address: 1820 Ormands Jungle Den Road
Astor, FL

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, \$100,000.00 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, WHERE IS" with no warranties expressed or implied and 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 offer from the Purchaser remains binding and irrevocable through July 25th, 2017 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"

A portion of the Northwest 1/4 of the Southwest 1/4 Section 20, Township 15 South, Range 28 East, Volusia County, Florida being more particularly described as follows:

Begin at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 20, thence S89°50'24"E along the North line of said Northwest 1/4 of the Southwest 1/4 of aforesaid Section 20, a distance of 690.70 feet; thence departing said North line S00°04'12"E parallel with the West line of said Northwest 1/4 of the Southwest 1/4 of aforesaid Section 20, a distance of 638.63 feet; thence N89°33'09"W, a distance of 690.70 feet to a point on the West line of Northwest 1/4 of the Southwest 1/4 of aforesaid Section 20; thence N00°04'12"E along said West line, a distance of 635.17 feet to the Point of Beginning.

LESS and EXCEPT that portion conveyed to the County of Volusia by O.R. Book 7185, Page 2909, Public Records of Volusia County, Florida.

Parcel 2:

That certain parcel of land in Government Lot 5, Section 19, Township 15 South, Range 28 East; described as follows: Begin at a concrete monument, said concrete monument being 330 feet South of Northeast corner of said Government Lot 5, run thence West a distance of 221.65 feet; thence North 13 degrees 10 minutes East a distance of 45.4 feet; thence North 37 degrees 49 minutes West a distance of 142.86 feet; thence South 47 degrees 40 minutes West a distance of 15.06 feet; thence North 182.86 feet more or less, to the North line of Government Lot 5; thence East along the said North line of Government Lot 5 a distance of 310 feet to the Northeast corner of said Government Lot 5; thence South 330 feet along the East line of said Government Lot 5 to the Point of Beginning; Also the North 1/4 of the Northeast 1/4 of the Southeast 1/4 or the North 1/4 of Government Lot 6, Section 19, Township 15 South, Range 28 East, Volusia County, Florida.

Parcel 3:

That certain parcel of land in Government Lot 5, Section 19, Township 15 South, Range 28 East, described as follows: Begin at a concrete monument, said concrete monument being 330.0 feet South of the Northeast corner of said Government Lot 5, run thence West a distance of 221.65 feet; thence North 13 degrees 10 minutes East a distance of 45.4 feet; thence North 37 degrees 49 minutes West a distance of 142.86 feet; thence South 47 degrees 40 minutes West a distance of 60 feet; thence North 69 degrees 43 minutes West a distance of 273.10 feet; thence South 84 degrees 04 minutes West a distance of 446.3 feet; thence South 11 degrees 27 minutes West a distance of 205 feet more or less, to the Easterly edge of the St. Johns River; thence Southeasterly along said St. Johns River a distance of 1230 feet more or less, to the approximate center of a canal as same now exist; thence North 61 degrees 00 minutes East a distance of 250 feet, more. or less, to a point on the East line of said Government Lot 5; said point being 575.8 feet South of the Point of Beginning; thence North to the Point of Beginning, less and except that part of Government Lot 5, Section 19, Township 15 South, Range 28 East as follows: Commence at the Northeast corner of said Government Lot 5, run thence South along the east line of said Government Lot 5 a distance of 330 feet to the Point of Beginning; thence continue South along said east line a distance of 575.8 feet; thence S 61°00'00" W, a distance of 17.15 feet; thence North parallel with the east line of said Government Lot 5 a distance of 584.10 feet; thence East a distance of 15 feet to the Point of Beginning.

Exhibit "B"

1. This sale will be closed by Mr. Jeffrey C. Sweet, 595 West Granada Blvd., Suite A, Ormond Beach, FL 32174. Mr. Sweet will conduct a cash closing, collect and disburse the funds and prepare a closing statement. The seller will pay for the preparation of the Deed, Documentary Stamps & Owner's Title Policy Owner only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, 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.
2. This property is being conveyed by General Warranty Deed.
3. Time being of the essence, this sale shall be closed on or by September 15th, 2017.
4. The 2017 ad valorem taxes will be prorated between the seller and purchaser as of the date of closing.
5. The property sells subject to all existing restrictions and covenants of record.
6. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like
7. Purchaser may not utilize the Blair's Jungle Den name in any form or fashion relating to this property.
8. The mobile home located at the most northeastern corner of the St. John's River and the canal is included in the sale. All other mobile homes and recreational vehicles are hereto excluded from the sale.
9. Possession of the property will be granted to the purchaser at closing. Possession of the property is subject to the Rights of Tenants in Possession subject to individual leases executed with each tenant and summarized in Exhibit "D".
10. All furnitures, fixtures and equipment located in the lodge, restraurant and bait shop are hereby included in the sale. Sellers excludes any and all records and office furniture located in the office. All personal property loacted around the storage barn near the oxidation ponds is excluded from the sale.
11. This sale is subject to Right to Purchase in favor of the Jungle Den Homeowners Association pursuant to the Right to Purchase as recorded in O.R. Book 5265 Page 3652 Public Records of Volusia County Florida.
12. Any and all utility deposits will remain with the Seller and utilities will be transferred unto Purchaser on the day of closing.
13. Property sells subject to easement for public egress and ingress and public utilities as stated in Warranty Deed recorded in O.R. Book 1237 Page 97 and O.R. Book 1237, Page 485 Public Records of Volusia County, FL.
14. Property sells subject to Right of Way Easement to Astor-Astor Park Water Association, Inc. recorded in O.R. Book 1241, Page 189 Public Records of Volusia County, FL.
15. Property sells subject to Easement recorded in O.R. Book 1905, Page 495 Public Records of Volusia County, FL.
16. Property sells subject to Easement in favor of Clay Electric Coopeative contained in instrument recorded in September 22, 1988 in O.R. Book 3197, Page 947 Public Records of Volusia County, FL.
17. Property sells subject to Right of Way Easement in favor of Volusia County, contained in instrument recorded April 1st 1992 in O.R. Book 3735, Page 2696 and corrected in O.R. Book 3765 Page 2436, Public Records of Volusia County, FL.
18. Property sells subject to Water Easement Agreement to Astor-Astor Park Water Association, Inc. recorded in O.R. Book 3766 Page 2146 Public Records of Volusia County, FL.
19. Property sells subject to Sovereignty Submerged Lands Lease recorded in O.R. Book 6511 Page 2436 Public Records of Volusia County, FL

Exhibit "B" continued

20. Property sells subject to Temporary Use Agreement by and between Board of Trustees of Internal Improvement Trust Fund of the State of Florida and Everett B. Blair and Barabara B. Blair as Co-Trustees of the Barbara Blair revocable Trust recorded in O.R. Book 3203, Page 3338 Public Records of Volusia County, FL.
21. The within described Mobile Home Park is sold subject to an Agreement entitled Blair's Jungle Den Mobile Home Park Mediation NO. 02MHM891 between Blair's Jungle Den, Inc Mobile Home Park Owner. and Jungle Den Homeowners Association Committee.
22. The within described Mobile Home Park is sold subject of a Mediation Settlement Agreement between Jungle Den Homeowners Association, Inc. and Blair's Jungle Den, Inc in Case NO: 2008-13714-CIDL.
23. The Seller retains the rights to past due rents and seller shall have the rights to pursue collection of said past due rents.
24. Pursuant to Section 723.071(1), Florida Statutes, the seller of a manufactured home community must offer a homeowners' association in that community that has recorded the notice required under section 723.076(3) for the sale of the Real Estate, a right to purchase the Real Estate on the same terms and conditions as otherwise offered to the public. Such notice was given by Seller to the Jungle Den Homeowners' Association ("JDHOA"), and by letter dated December 22, 2016, JDHOA waived its right to purchase the Real Estate. Notice will be given by Seller to JDHOA providing a 10 day period to purchase the REAL ESTATE for the amount of the Purchase Price _____ immediately following the execution of the Purchase & Sale Agreement by all parties.