Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is entered into between Board of County Commissioners of Sumter County ("Seller") and Exit Vision Realty. ("Broker").

1. Exclusive Right to Represent: Seller hereby retains Broker as Seller's sole and exclusive agent with the sole right to negotiate the sale of the Seller's property or other transactions concerning the Seller's property as described below.

2. Description of Seller's Property: Seller's property (the "Property") is described as follows:
   Address: _____
   Parcel # L24A019
   ☑ Legal description attached.

3. Term of Agreement: This Agreement shall commence on the date of execution by the last party executing it and shall expire on the expiration of the Independent Contractor Agreement for (On Call Real Estate Broker Services) between Seller and Broker. This Agreement shall be automatically extended for the length of time that the Property is placed under a fully executed contract for sale and purchase. This extended term of the Agreement shall be in addition to the term of this Agreement described above or any extension thereof.

4. Price and Terms: The Property is to be offered for sale on the following terms or on such other terms acceptable to Seller:

   (a) Price: Minimum of $ 4,959.00
   (b) ☐ Other: _____

5. Compensation: Seller agrees to compensate Broker as specified below upon the occurrence of any of the following events during the term of this Agreement:

   (a) Broker, Seller, or anyone else procures a purchaser who closes on the purchase of all or a portion of the Property;
   (b) Seller leases the Property in lieu of any of the foregoing; or
   (c) Seller enters into an option for the purchase of the Property.

   The compensation earned by Broker and due from Seller to Broker shall be 6% if the listing price is $200,000 or greater and 8% if the list price is less than $200,000 of the following:

   (a) The purchase price paid by a buyer at closing;

(b) The value of the Property conveyed by the Seller to a partnership, joint venture, or other business entity;
(c) The value of the property for which Seller's Property is exchanged;

Broker's commission shall be due and payable at closing. Seller shall be responsible to pay any applicable sales taxes.

6. Protection Period: Seller further agrees that Seller shall pay Broker the above-described commissions if, within 120 days after the expiration of the term of this Agreement, any person or entity with whom the Broker has negotiated, directly or indirectly, or to whom the Property has been submitted prior to the expiration of this Agreement (hereinafter "Prospect") closes on the purchase of the Property; contracts with Seller to purchase the Property and later closes on the purchase; commences, continues, or resumes negotiations with the Seller, resulting in a sale or exchange of the Property to Prospect; participates with Seller in a joint venture, partnership, or other business entity concerning the Property; enters into a lease of the Property with Seller; or enters into an option to purchase the Property with Seller. Within fifteen days of the expiration of the term of this Agreement.

7. Broker's Relationship: Broker represents Seller under this Agreement as a single agent.

8. Cooperation With Other Brokers: Broker shall cooperate with other brokers in attempting to effect a transaction with respect to the Property, except when such cooperation is not in the Seller's best interest. Broker will share 50% of the commission with the cooperating broker.

The undersigned hereby acknowledge receipt of a copy of this Agreement and agree to its terms and conditions.

Exit Vision Realty.

By: Danny Smith
Danny Smith, Vice President
Dated: 2-11-2011

Board of County Commissioners,
Sumter County, Florida

By: _____

_____

Dated: _____

Legal Description of L24A019

Lot 10, RIVER RETREATS, according to the Plat thereof recorded in Plat Book 3, Page 42 of the Public Records of Sumter County, Florida