

Vacant Land Listing Agreement

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2* _____ **Mosier Gloria A Life Estate** ("Seller")
 3* and brokerage _____ **United Country FL-GA Realty & Auction** ("Broker").

4 **1. Authority to Sell Property:** **Seller** gives **Broker** the EXCLUSIVE RIGHT TO SELL the real and personal property
 5 (collectively "Property") described below, at the price and terms described below, beginning
 6* January 26, 2026 and terminating at 11:59 p.m. on July 31, 2026 ("Termination Date"). Upon
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
 8 automatically extend through the date of the actual closing of the sales contract. **Seller** and **Broker** acknowledge
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
 11 law. **Seller** certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**

13* **(a) Street Address:** 50 E. Pinhook Rd., Monticello, FL 32344

14 Legal Description: 1.58 mol acres. Tax parcel ID #36-1S-3E-0000-0123-0000

15* See Attachment

16* **(b) Personal Property:** including storage sheds, electrical (including pedestal), plumbing, septic systems, water
 17 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and
 18 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing
 19 landscaping, trees, shrubs, and lighting: The mobile home on the property is unlivable. There is a well with
 20* a well house, a septic tank, and aged fencing. See Attachment

21* **(c) Occupancy:**

22 Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

23* **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to **Seller**:

24* **(a) Price:** \$38,000.00

25* **(b) Financing Terms:** Cash Conventional VA FHA USDA Other (specify) _____
 26* Seller Financing: **Seller** will hold a purchase money mortgage in the amount of \$ _____
 27* with the following terms: _____

28* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
 29* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
 30* _____, at an interest rate of _____ % fixed variable (describe) _____.

31* Lender approval of assumption is required is not required unknown. **Notice to Seller:** You may
 32* remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
 33* lender to determine the extent of your liability. **Seller** will ensure that all mortgage payments and required
 34* escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

35* **(c) Seller Expenses:** **Seller** will pay mortgage discount, other closing costs, or concessions not to exceed
 36* \$ _____ and any other expenses **Seller** agrees to pay in connection with a transaction.

37* **4. Broker Obligations:** **Broker** agrees to make diligent and continued efforts to sell the Property until a sales
 38* contract is pending on the Property. **Broker's** office policy is to cooperate with all other brokers except when not in
 39* **Seller's** best interest.

40* **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to **Seller**
 41* because the Property will be exposed to a large number of potential buyers. As a MLS participant, **Broker** is
 42* obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless **Seller**
 43* directs **Broker** otherwise in writing. **Seller** authorizes **Broker** to report to the MLS this listing information and price,
 44* terms, and financing information on any resulting sale for use by authorized Board / Association members and
 45* MLS participants and subscribers unless **Seller** directs **Broker** otherwise in writing. The **Seller** and **Broker** agree
 46* to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.

47* **6. Broker Authority:** **Seller** authorizes **Broker** to:

48* **(a) Advertise the Property as** **Broker** deems advisable including advertising the Property on the Internet unless
 49* limited in (6)(a)(i) or (6)(a)(ii) below.

50* Seller (VM) (LM) and Broker/Authorized Associate (HB) (HB) acknowledge receipt of a copy of this page, which is Page 1 of 4.
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 any field in the Multiple Listing Service.

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(Seller opt-out) (Check one if applicable)

(i) Display the Property on the Internet except the street address.

(ii) **Seller** does not authorize **Broker** to display the Property on the Internet.

Seller understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.

VM / LM Initials of Seller

- (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller** signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- (c) Obtain information relating to the present mortgage(s) on the Property.
- (d) Provide objective comparative market analysis information to potential buyers.
- (e) **(Check if applicable)** Use a lock box system and/or gate code to show and access the Property. A lock box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.
- (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
 - Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
 - Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. Seller Obligations and Representations: In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not limited to utility availability, presence of or access to water supply, sewer or septic system, problems with drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor, smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property, zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage tanks, presence of protected species, or nests of protected species.
- (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable times.
- (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate code; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

(i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy, foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the

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108 Property; any current, pending, or proposed special assessments affecting the Property; any planned public
109 improvements which may result in special assessments; or any mechanics' liens or material supplier liens
110 against the Property.

111 **8. Compensation:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing,
112 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
113 terms acceptable to **Seller**. **Seller** will pay **Broker** as follows:

114* (a) _____ 3% of the total purchase price plus \$_____ OR \$_____, no
115 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**
116 fee being earned.

117* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option
118 is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this
119 subparagraph.

120* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
121 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
122 contract granting an exclusive right to lease the Property.

123 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
124 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
125 the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the
126 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
127* cancel an executed sales contract. (3) If, within 180 days after Termination Date ("Protection Period"),
128 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
129 **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date.
130 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another
131 broker.

132* (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____ % (50% if
133 left blank) of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to
134 exceed the Paragraph 8(a) fee.

135 (f) **Brokerage commissions are not set by law and are fully negotiable.**

136 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
137 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage
138 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The
139 broker's lien rights under the act cannot be waived before the commission is earned.

140 **10. Compensation to Other Brokers: Notice to Seller: Brokerage commissions are not set by law and are fully
141 negotiable. Seller** is advised and is aware that:

142 a. **Seller** may, but is not required to, compensate a buyer's broker upon closing.

143 b. **Seller** may choose to enter into a separate written agreement to pay buyer's broker or may approve **Broker**
144 to pay buyer's broker.

145 c. **Seller** approves the following (check one; if no option is checked then option "(iii)" is deemed to be selected):

146* i. **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: 2.5%
147* of the purchase price or \$_____. This compensation will be set forth in a separate
148 written agreement between **Broker** and buyer's broker.

149* ii. **Seller** authorizes **Broker** to communicate **Seller's** offer of compensation to buyer's broker in
150* the amount of: _____ % of the purchase price or \$_____. This compensation will be
151* set forth in a separate written agreement between **Seller** and buyer's broker.

152* iii. No compensation will be offered to buyer's broker.

154 **11. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
155 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
156* expenses incurred in marketing the Property, and pay a cancellation fee of \$500.00 plus
157 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
158 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
159 during the time period from the date of conditional termination to Termination Date and Protection Period, if
160 applicable.

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162 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
163 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
164 settled by first attempting mediation under the rules of the American Mediation Association or other mediator
165 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
166 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
167* **Arbitration:** By initialing in the space provided, **Seller** (VM) (LM), and **Broker or Authorized Associate** (HB)
168 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
169 which the Property is located in accordance with the rules of the American Arbitration Association or other
170 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
171 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
172 will equally split the arbitrator's fees and administrative fees of arbitration.

173 **13. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
174 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
175 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
176 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
177 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
178 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
179 of potential or actual transferees.

180* **14. Additional Terms:** United Country FL-GA Realty Processing Fee \$295.00 at Closing.

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194* **Seller's Signature:** Vincent McMullen Date: 01/23/2026
195* Home Telephone: (727)455-0452 Work Telephone: _____ Facsimile: _____
196* Address: 4066 Rommel Dr., Indianapolis, Indiana 46228
197* Email Address: asl4all@gmail.com
198* **Seller's Signature:** Lewis McMullen Date: 01/23/2026
199* Home Telephone: (904)671-4342 Work Telephone: _____ Facsimile: _____
200* Address: 6513 Pine Circle West, St. Augustine, FL 32095
201* Email Address: mcmullenlewis3@gmail.com
202* **Broker or Authorized Associate:** Heather Hines Boyd Date: 01/23/2026
203* Brokerage Firm Name: United Country FL-GA Realty & Auction Telephone: (850)997-8900
204* Address: 380 S. Jefferson St., Monticello, FL 32344
205* Copy returned to **Seller** on _____ by email facsimile mail personal delivery.

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