

# CAMPEN AUCTIONS LLC

“America’s #1 Real Estate Auction Marketing Company.”

Licensed Real Estate Broker

P.O. Box 140907, Gainesville, Florida 32614-0907

Phone: 352-331-4367 Fax: 352-331-4258

www.CampenAuctions.com

## PURCHASE & SALE CONTRACT/AGREEMENT

SELLER: MYRNA J. HOLDER, hereinafter referred to as  
**SELLER.**

BUYER: \_\_\_\_\_, hereinafter referred to as **BUYER,**

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ SS# \_\_\_\_\_

Email Address \_\_\_\_\_

The intent of this purchase and sale agreement is for the SELLER to sell and BUYER to purchase real estate (property) described as **Lot 21, Unit Three (3) HIDEAWAY Subdivision, according to plat thereof recorded in Plat Book 6, page 12, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA**, as per the title insurance commitment attached hereto; to convey the real estate notwithstanding any errors or omissions, together with a Doublewide mobile home, located thereon.

1. **PROPERTY:** located in Levy County, Florida, also known as: Levy County Property Appraiser’s #16730-001-00, (Street Address) 11131 NW 114<sup>th</sup> Street, Chiefland, FL 32626. Pursuant to the terms and conditions of this Purchase and Sale Contract/Agreement and any riders and addenda; ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:

2. BID PRICE:	\$ _____
BUYER’S PREMIUM	\$ _____
TOTAL PURCHASE PRICE	\$ _____
NON-REFUNDABLE BINDER DEPOSIT	\$ _____
ADDITIONAL NON-REFUNDABLE	
DEPOSIT DUE BY _____	\$ _____
BALANCE DUE AT CLOSING	\$ _____ Plus closing costs (see paragraph 3)

THIS PURCHASE IS NOT CONTINGENT ON THE BUYER OBTAINING FINANCING.

\_\_\_\_\_  
Buyer initial

\_\_\_\_\_  
Seller initial

3. CLOSING COSTS: AT CLOSING, IN ADDITION TO PAYING THE BALANCE DUE AT CLOSING, BUYER SHALL PAY TO SELLER/AUCTIONEER THE AMOUNT OF \$\_\_\_\_\_, WHICH SELLER/AUCTIONEER MAY USE TO PAY CLOSING & AUCTION COST. SELLER/AUCTIONEER AGREES TO PAY ANY ADDITIONAL CLOSING COSTS EXCEPT ANY COSTS ASSOCIATED WITH ANY FINANCING & BUYER'S ATTORNEY FEES, IF ANY, WHICH THE BUYER AGREES TO PAY. SELLER SHALL PAY SELLER'S ATTORNEY FEES, IF ANY.
4. CLOSING: The closing of this transaction shall be handled by attorney PAUL D. NEWELL, (escrow agent), 260-A Lawrence Blvd., Suite 201, Keystone Heights, FL 32656 (352) 473-4928 at a place designated by the AUCTIONEER on or before December 14, 2009 at 2:00 PM. Escrow Agent shall prepare all documents. All parties agree to attend the closing or sign all necessary documents to effect a closing on or prior to closing date and time. TIME IS OF THE ESSENCE. Possession and access to the property will be given to the BUYER immediately upon closing. If BUYER desires to assign this agreement it MUST be made no later than seven (7) days prior to scheduled closing in writing to PAUL D. NEWELL, attorney (352) 473-4928.
5. TITLE INSURANCE: The title to the property will be transferred subject to the items listed in the attached title insurance commitment. BUYER will receive a Title Insurance policy subject to the provisions in the title insurance commitment attached hereto as updated prior to closing.
6. FAILURE OF PERFORMANCE: In the event the BUYER fails to finalize and close on the purchase of this property, subject to the terms of this Agreement, SELLER and/or the Auctioneer/Real Estate Broker shall be entitled to binder/all monies received and SELLER shall not waive any further action for damages against BUYER, including but not limited to suing for specific performance. SELLER shall at all times during this Agreement be obligated to close and pass title as called for herein at such time as the conditions of this Agreement are met. Should SELLER fail to close as called for herein, then all monies received shall be returned to BUYER upon demand, and BUYER shall not waive any other remedy.
7. SURVEY: BUYER is buying property "as is". Buyer may have property surveyed at BUYER'S expense. Buyer acknowledges that the survey exceptions will be deleted in the Title Insurance Policy only if the buyer produces a sealed survey certified to Title Insurer and otherwise satisfactory to the Title Insurer's requirements showing that the subject property is free of all encroachments, boundary issues, overlaps, meandered waterways and sovereign lands, or other adverse matters. Said certified sealed survey must be provided to the title insurer at least 10 days prior to closing.
8. PRO RATIONS: Real estate taxes, rents, etc. shall be prorated as of day of closing with BUYER paying taxes day of closing.
9. CONVEYANCE: At the closing, the property shall be conveyed by SELLER to BUYER or BUYER'S assigns by appropriate corporate Deed free and clear of any liens, subject to current year's taxes and exceptions and conditions referenced in the attached Title Insurance Commitment.

\_\_\_\_\_  
Buyer initial

\_\_\_\_\_  
Seller initial

10. ESCROW and CLOSING AGENT: The binder deposit shall be placed in the Escrow Account of PAUL D. NEWELL, attorney and Escrow & Closing Agent, 260-A Lawrence Blvd., Suite 201, Keystone Heights, FL 32656 (352) 473-4928. The parties herein authorize CAMPEN AUCTIONS to transfer the deposit funds to the Escrow and Closing Agent to be held by the Escrow and Closing Agent to be disbursed in accordance with the terms of this Agreement without further authorization.

11. ATTORNEY'S FEES AND COSTS: If any litigation arises under this agreement between BUYER and SELLER, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred by the prevailing party including a reasonable attorney's fee. Any and all litigation shall take place in Levy County, Florida, and under the jurisdiction of the Courts of Levy County, Florida.

12. PERSONS BOUND: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, administrators of the parties hereto. Any subsequent assignment shall not release the BUYER herein from the obligation of closing this transaction. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

13. IT IS EXPRESSLY UNDERSTOOD THAT JOHN CAMPEN, THE LICENSED REAL ESTATE BROKER AND BRAD CAMPEN, ASSOCIATE AND AUCTIONEER IN THIS TRANSACTION, ALONG WITH THEIR STAFF, EMPLOYEES, OR ASSOCIATES, REPRESENT(S) THE SELLER ONLY.

14. ALL PARTIES ACKNOWLEDGE THAT THE BUYER'S PREMIUM, AS INDICATED IN PARAGRAPH 2 OF THIS AGREEMENT, SHALL BE PAYABLE TO THE AUCTIONEER, OR AUCTIONEER'S ASSIGNS, AT CLOSING. AUCTIONEER MAY DISBURSE ALL OR PART OF THE BUYER'S PREMIUM WITH ANOTHER BROKER, AGENT, SELLER OR ANYONE ELSE WITHOUT ANY FURTHER NOTICE.

15. BUYER ACKNOWLEDGES TO HAVE SATISFACTORILY INSPECTED THE PROPERTY IN EVERY MANNER AND IS PURCHASING THE PROPERTY IN "AS IS" CONDITION. BUYER IS PURCHASING PROPERTY WITH KNOWLEDGE AND APPROVAL OF ATTACHED DOCUMENT(S), IF ANY. HOWEVER, BUYER IS NOT RELYING ON THESE TO MAKE THIS PURCHASE.

16. 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 IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS 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.

\_\_\_\_\_  
Buyer initials

\_\_\_\_\_  
Seller initials

17. BUYER ACKNOWLEDGES TO HAVE MADE ALL INSPECTIONS OF PUBLIC RECORDS AND THE PROPERTY IN ANY AND ALL MANNERS; IS RELYING SOLEY ON THEIR OWN FINDINGS AND NOT IN ANY MANNER RELYING ON INFORMATION PROVIDED TO THEM BY ANYONE CONNECTED WITH THE AUCTION SALE INCLUDING JOHN CAMPEN, ANY STAFF, EMPLOYEE OR ASSOCIATE, OR THE SELLER.
18. SELLER/AUCTIONEER MAKES NO REPRESENTATIONS EXPRESSED OR IMPLIED ABOUT THE CONDITION OF THE PROPERTY OR ITS SUITABLITILY FOR BUYER'S INTENDED USE. ALL PROPERTY IS BEING SOLD SUBJECT TO THE ZONING AND LAND USE REGULATIONS OF THE CITY, COUNTY AND/OR STATE WHERE PROPERTY IS LOCATED. ANY FUTURE RENOVATION, CHANGE OR DEVELOPMENT ON THE PROPERTY WILL REQUIRE THE THEN OWNER TO COMPLY WITH ALL GOVERNMENTAL REGULATIONS.  
BUYER WAIVES ALL CLAIMS FOR LATENT AND/OR PATENT DEFECTS AND ACCEPTS THE PROPERTY IN ITS 'AS IS' CONDITION. THIS PROVISION SHALL SURVIVE CLOSING.
19. THE PROPERTY IS BEING OFFERED FOR SALE AND PURCHASE IN AN "AS IS, WHERE IS" CONDITION. THE AUCTIONEER AND SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES CONCERNING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, MECHANICAL SYSTEMS, FOUNDATIONS, STUCTURAL OR COMPLIANCE WITH ANY CODE, ZONING, BUILDING, OR OTHER REQUIREMENTS AND WILL MAKE NO REPAIRS TO THE PROPERTY AFTER ENTERING INTO THIS CONTRACT. THIS CONTRACT SHALL SERVE AS THE REAL PROPERTY DISCLOSURE STATEMENT. BUYER SHALL BE RESPONSIBLE FOR ALL LENDER OR OTHER REQUIRED REPAIRS.
- (A) RADON IS A NATURALLY OCCURING RADIOACTIVE GAS THAT WHEN ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON OR RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
- (B) MOLD IS A NATUARALLY OCCURRING AND MAY CAUSE HEALTH RISKS OR DAMAGE TO PROPERTY. IF BUYER IS CONCERNED OR DESIRES ADDITIONAL INFORMATION REGARDING MOLD, BUYER SHOULD CONTACT AN APPROPRIATE PROFESSIONAL.
- (C) BUYER ACKNOWLEDGES RECEIPT OF THE FLORIDA ENERGY-EFFICIENT RATING INFORMATION BROCHURE REQUIRED BY SECTION 553.996, F.S.
- (D) BUYER ACKNOWLEDGES RECEIPT OF A LEAD BASED PAINT DISCLOSURE.
- (E) BUYER ACKNOWLEDGES RECEIPT OF THE LEAD BASED PAINT DISCLOSURE.

\_\_\_\_\_  
Buyer initials

\_\_\_\_\_  
Seller initials

20. SELLER AND BUYER UNDERSTAND BUYER'S OBLIGATION TO PURCHASE PROPERTY IS NOT CONTINGENT ON BUYER OBTAINING FINANCING, HOWEVER, SELLER AGREES TO MAKE PROPERTY AVAILABLE FOR A LICENSED APPRAISER TO HAVE ACCESS TO PROPERTY WITHIN TWO WEEKS OF THE CLOSING DATE AND WITH THE APPROVAL OF CAMPEN AUCTIONS.
21. SELLER/AUCTIONEER/STAFF OF CAMPEN AUCTIONS MAKE NO REPRESENTATION REGARDING THE FLOOD ZONE STATUS.
22. NO PERSONAL PROPERTY IS BEING SOLD WITH THIS REAL ESTATE; HOWEVER, ANY PERSONAL PROPERTY REMAINING ON REAL ESTATE AT THE TIME OF CLOSING SHALL BECOMES PROPERTY OF BUYER UPON CLOSING.
23. ALL PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.
  
24. OTHER AGREEMENTS: THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND ANY CHANGES, AMENDMENTS OR MODIFICATIONS HEREOF SHALL BE NULL AND VOID UNLESS THE SAME ARE REDUCED TO WRITING AND SIGNED BY THE PARTIES.

**FROM HERE TO BOTTOM OF PAGE LEFT BLANK INTENTIONALLY.**

\_\_\_\_\_  
Buyer initials

\_\_\_\_\_  
Seller initials

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT executed by the BUYER this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
at \_\_\_\_\_AM/PM o'clock

**Buyer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

THIS CONTRACT executed by the SELLER this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
at \_\_\_\_\_AM/PM o'clock.

**Seller: MYRNA J. HOLDER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Buyer initials

\_\_\_\_\_  
Seller initials

# CAMPEN AUCTIONS

## Receipt of Binder Deposit

IN REGARDS TO THE SALE OF REAL PROPERTY:

LOCATED AT: 11131 NW 114<sup>TH</sup> Street, Chiefland, FL 32626

SELLER: MYRNA J. HOLDER

BUYER: \_\_\_\_\_

The undersigned representative of CAMPEN AUCTIONS, hereby acknowledges receipt of the binder deposit in the amount

of \_\_\_\_\_

(\$ \_\_\_\_\_), in the form of \_\_\_\_\_.

Payable to: \_\_\_\_\_,

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_AM/PM o'clock. and agrees to turn said funds over immediately to PAUL D. NEWELL, attorney, 260-A Lawrence Blvd., Suite 201, Keystone Heights, FL 32656, telephone (352) 473-4928, FAX (352) 473-0358 to be held in escrow in accordance with this agreement.

RECEIVED BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

PAUL D. NEWELL, attorney, 260-A Lawrence Blvd., Suite 201, Keystone Heights, FL 32656, (352) 473-4928, hereby acknowledges receipt of the above said binder deposit from:

\_\_\_\_\_ of CAMPEN AUCTIONS,

This \_\_\_ day of \_\_\_\_\_ 20\_\_\_ at \_\_\_\_\_AM/PM o'clock.

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Buyer initials

\_\_\_\_\_  
Seller initials



# Commitment To Insure

ALTA Commitment - 1970 Rev.

## CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

### CONDITIONS AND STIPULATIONS

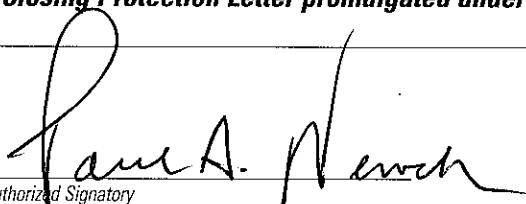
1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.  
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

**Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.**

  
Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

# Old Republic National Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: 16627

Commitment Number:

### Schedule A

Effective Date: **October 22, 2009 at 05:00:00 PM**

1.	Policy or Policies to be issued:	Policy Amount
X	ALTA Owner's Policy - 1992 (Owner's Form) Proposed Insured: <b>TO BE DETERMINED</b>	<b>TBD</b>

ALTA Loan Policy - 1992 (Lender's Form)  
Proposed Insured:

2. Fee Simple interest in the land described in this commitment is owned, at the Commitment Date,  
By:

**Myrna J. Holder**

3. The land referred to in this Commitment is located in the County of Levy, State of Florida and described as follows:

**See Attached Schedule A Continuation for Legal Description**

# Old Republic National Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: 16627

Commitment Number:

### **Schedule A, Continuation Page**

Lot 21, HIDEAWAY UNIT 3, as per plat thereof, recorded in Plat Book 6, Page 12, of the Public Records of Levy County, Florida.

TOGETHER WITH that certain 1973 doublewide mobile home bearing identification numbers BF31549U and BF31549X and Florida title numbers 11143723 and 11143724, situate thereon.

# Old Republic National Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: 16627

Commitment Number:

### Schedule B-II

Part II. Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record of attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessment not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.

#### Special Exceptions:

8. Taxes for the year 2010, which are not yet due and payable.

See attached Schedule B-II continued

# Old Republic National Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: 16627

Commitment Number:

### Schedule B-II continued

9. Restrictions, conditions, reservations, easements, and other matters contained on plat of Hideaway Unit 3 as recorded in Plat Book 6, Page 12, of the Public Records of Levy County, Florida.
10. Any right of way easement for public utilities, and/or right of way easements to any public utility company, for the erection and/or maintenance of electrical, telephonic, cable, water or sewer, whether recorded or not recorded.
11. Subject to dues, fees, assessments, rules and regulations by the Hideaway Unit 3 Homeowners Association.
12. Agreement recorded in O.R. Book 224, Page 222 of the public records of Levy County, Florida.

Note: Exception 4, above shall be deleted from the policy to be issued hereunder upon submission to the company of a properly certified survey (or proper affidavit under certain circumstances if acceptable) except to the extent of any encroachments, excroachments, overlaps or shortages indicated upon any such survey which is to serve as the basis for such deletion.

NOTE: Exceptions 1, 2 and 5 above shall be deleted from the policies to be issued hereunder upon submission to the company of proper affidavit.

NOTE: Subject property parcel number:  
16730-001-00

2008 ad valorem taxes in the gross amount of \$169.23 are paid; Assessed Value \$27,450.00;  
Homestead exemption does apply.

2009 ad valorem taxes become delinquent April 1, 2010.



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CLERK OF SUPERIOR COURT  
LEVY COUNTY, FLORIDA

THIS AGREEMENT by and between HIDEAWAY, INC., a Florida corporation, HIDEAWAY SERVICES, INC., a Florida corporation and the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, made this 6<sup>th</sup> day of March, 1984.

WHEREAS, HIDEAWAY, INC. is the owner of certain real property in Levy County, Florida which has been platted into subdivisions known as HIDEAWAY, UNIT 1 and HIDEAWAY, UNIT 2 and HIDEAWAY, UNIT 3; and

WHEREAS, the plats of said subdivisions provide for the dedication to the public of certain road rights-of-way; and

WHEREAS, HIDEAWAY, INC. has constructed in the designated road rights-of-way, paved streets in accordance with Levy County standards and has constructed in the designated road rights-of-way certain water and sewer lines to serve the individual lot owners in said subdivisions; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, has accepted the plats of said subdivisions and has agreed to maintain the street improvements constructed on the public rights-of-way in said subdivisions; and

WHEREAS, HIDEAWAY, INC. has transferred all of its right, title and interest in the water and sewer systems to HIDEAWAY SERVICES, INC. which desires to have the right to use the road rights-of-way to install and maintain the present water and sewer service and other utility services and to provide for the repair to the pavement and other street improvements constructed in the road rights-of-way in the event that they are damaged in maintaining or installing said utilities.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties agree as follows:

1. The BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, recognizes and grants to HIDEAWAY SERVICES, INC., the right to install and maintain utility services in the road rights-of-way of HIDEAWAY, UNIT 1 and HIDEAWAY, UNIT 2 and HIDEAWAY, UNIT 3.

2. In the event that maintenance of the utilities shall, in the opinion of the County Road Superintendent, damage the street improvements constructed upon the road rights-of-way in either subdivision, HIDEAWAY SERVICES, INC. will immediately restore the street improvements to their condition before damage and shall perform such other work under the supervision and to the satisfaction of the County Road Superintendent.

3. HIDEAWAY SERVICES, INC., does hereby agree to hold the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, fully free and harmless from any liability or a cause of action arising out of the installation or maintenance of the utilities constructed in the dedicated right-of-way and does hereby agree to fully indemnify the COUNTY from any damages which may be assessed.

4. This agreement shall become effective upon the complete execution of this instrument and its recordation upon the public records of Levy County, Florida.

Signed, sealed and delivered in the presence of:

[Signature]  
Cheryl A. Halpin

[Signature]  
Cheryl A. Halpin

[Signature]  
W.S. Gentry

HIDEAWAY, INC.

By: [Signature]  
WILLIAM B. McKECHNIE, President

HIDEAWAY SERVICES, INC.

By: [Signature]  
WILLIAM B. McKECHNIE, President

BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA

By: [Signature]  
Attest: [Signature]

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing Agreement was acknowledged before me this 5th day of March, 1984 by WILLIAM B. McKECHNIE, President of HIDEAWAY SERVICES, INC., a Florida corporation, on behalf of the Corporation.

(SEAL)

*J. J. Beaulieu*  
Notary Public

My Commission Expires: 7-14-85

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing Agreement was acknowledged before me this 5th day of March, 1984 by WILLIAM B. McKECHNIE, President of HIDEAWAY, INC., a Florida corporation, on behalf of the Corporation.

(SEAL)

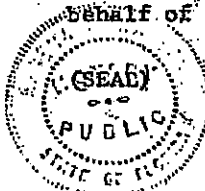
*J. J. Beaulieu*  
Notary Public

My Commission Expires: 7-14-85

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing Agreement was acknowledged before me this 6th day of March, 1984 by J.D. Holmes and Douglas M. McKay, respectively as Chairman of BCC and Clerk to BCC of the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, on behalf of the BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA.



*Virginia W. Watson*  
Notary Public

My Commission Expires: 12-28-85