

Property Address 0 Dailey Street



BALDWIN REALTORS®
THE SOURCE FOR REAL ESTATE

**EXCLUSIVE AUTHORIZATION TO SELL:
LISTING AGREEMENT FOR UNIMPROVED LAND/LOT**

This Exclusive Authorization to Sell: Listing Agreement for Unimproved Land/Lot ("Agreement") is made by and between, Bobby Glenn Johnson
sole Owner(s)/Seller(s)/Authorized Agent(s) ("Seller") of the herein described Property, and Hope Realty and Development
("Broker"), upon the following terms and conditions.

The **Subject Property** is described as follows: Street Address: 0 Dailey Street
City East Brewton, County Escambia, State AL, Zip 36426, Legal Description 30-15-35-0-200-048.000 41 Acres more or less; PPIN # 107819

AGENCY: Seller acknowledges that Broker has provided Seller with a written disclosure form entitled the Alabama Real Estate Consumer's Agency Disclosure (RECAD) and has been informed as to the specific types of brokerage services that are provided by Broker. In accordance with this Agreement, Seller hereby appoints Broker and Broker hereby accepts such appointment as the sole and exclusive Agent of Seller to list, market, show and otherwise offer for sale or trade the subject Property to all potential buyers. Seller does does not authorize Broker to act as Limited Consensual Dual Agency in the sale of Seller's Property. Should Seller and any buyer each authorize Broker to act as Limited Consensual Dual Agent, Seller agrees that a Limited Consensual Dual Agency Agreement shall be executed by Seller and such buyer at the time of the buyer's Offer to Purchase and made an integral part of the Purchase Agreement.

All listings are, by law, the property of the Broker.

NONDISCRIMINATION: Federal law prohibits discrimination in the sale, rental, lease or negotiation for Property to be used for housing based on race, color, religion, sex, handicap, familial status or national origin.

The attached Multiple Listing Service (MLS) Seller Property Input Form(s) are incorporated into and made a part of this Listing Agreement.

1. **PERIOD OF AGREEMENT:** This Agreement shall be effective for a period of time beginning on May 15 2024, and ending on May 15, 2025, at 12:00 midnight, unless the expiration date is extended in writing signed by both Seller and Broker, or by electronic means acceptable to Broker and Seller.
2. **TERMS/CONDITIONS:** Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such other terms and conditions that Seller and Broker may subsequently agree upon in writing:
 - A Listing Price: One Hundred Fifty Nine Thousand Nine Hundred Dollars (\$ 159,900.00)
 - B. Terms/Financing: Cash; New Mortgage; FHA; VA; Vendor's Lien (Owner Financing); or Other Mortgage Provisions: _____
3. **COMMISSION TO BROKER:** The Association of REALTORS® does not fix, control, recommend, or suggest commission fees or rates for services by its members, or the percentage division of commission or fees between co-operating members and/or non-members. Any commission payable herein is in all cases negotiable between the Seller and Broker:
 - A. In this agreement, Seller agrees to pay Broker, as Agent of Seller, a cash commission equal to 5 percent (%) of the gross amount of any sale, agreement to sell, exchange, or trade which may be negotiated during the existence of this Agreement. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade of this Property, Seller gives permission for Broker to work with all parties and to receive compensation from each of them.
 - B. If during the existence of this Agreement, or any extensions thereof, the Property is sold by Broker, Seller, or anyone else, or if Broker produces a buyer ready, willing and able to purchase the Property upon the terms herein or at any price or terms acceptable to Seller or if within 180 days after the expiration/termination of this Agreement, or any extensions thereof, a sale is made to any person who was shown the Property, or to whom it was presented for sale by anyone, including Seller, Seller agrees to pay Broker a commission as stipulated in paragraph 3(a) above, provided Broker makes known to Seller, in writing, the names of anyone to whom Broker has shown or presented the property. However, no commission shall be due Broker if, after this listing expires, the Property is listed with another licensed real estate broker of this state and sold through their exclusive right to sell.
 - C. Seller agrees that Broker may compensate another Broker ("Selling Agent") who produces a buyer who is ready, willing and able to close on the purchase of the Subject Property. Such selling Agent's compensation shall be 50 % percent of the gross amount as set forth above.

4. **IMPROVEMENTS/APPURTENANCES:** All improvements and appurtenances are included in the Purchase Price, including if now in or attached to the Property the following: mail box, flagpole and plantings. The Purchase Price DOES NOT include: _____
5. **TITLE INSURANCE/CONVEYANCE:** Subject to the terms of a purchase agreement between Seller and a buyer, Seller agrees to provide an Owner's Policy of Title Insurance, to convey merchantable title, to Prorate taxes, leases, and/or homeowner association fees through date of conveyance of title, to pay off all mortgages, public improvements and/or homeowner association assessments assessed against the Property, and to disclose any potential, pending or future assessments that may be levied against the property of which Seller is aware, or any other encumbrances against the Property, unless otherwise agreed upon in writing. Seller is aware of the following encumbrances against the title to the Property:
- a. Mortgages (Include Mortgagee and amount of debt secured thereby): _____
- b. Liens: _____
- c. Judgments (NOTE: Judgments against you are liens against all property that you own): _____
6. **MARKETING:** Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller authorizes Broker to have access to the Property, to promptly refer all inquiries regarding the Property to Broker, furnish Broker with keys to the Property, make the Property available for showing during reasonable hours to prospective buyers, to have the exclusive right to place a For Sale sign or other appropriate signage thereon (if signs are allowed), to advertise and market Property as Broker deems best, and to place the listing on the Multiple Listing Service (MLS), and online social media. Seller shall refrain from placing any additional signage advertising or marketing the Property for sale. Seller authorizes Broker to have interior and exterior photographs of the Property taken and to have such photographs digitized, reproduced, published, transmitted and/or disseminated and displayed in any form or manner, including and without limitations, in and through computerized MLS, internet programs, local publications, fact sheets concerning the Property, as well as any other use, media or means to aid in the sale of Property. Any photographs taken of Property will remain the property of Broker, and Seller releases Broker from any responsibility or liability concerning any photographs or the use, distribution or display of photographs in any form, media or manner. If the Property listing is filed with the MLS, Seller acknowledges that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Input Form(s), or other such information or data provided by Seller and Broker for MLS publication for accuracy or completeness.
7. **TITLE:** The Property is: Deeded Property; Fairhope Single Tax Corporation Property;
8. **LEASE INFORMATION:** The Property is is not subject to an existing hunting timber or other (describe) _____ lease agreement. Seller agrees to immediately furnish Broker with a copy of all documents pertaining to such lease agreement.
9. **HOMEOWNERS' ASSOCIATION:** The Property is is not part of or included in a Homeowner's Association. If Property is in a Homeowners' Association, Seller authorizes Broker to contact _____ Phone # _____, Seller's Homeowners' Association Management Company/Manager for any information regarding the Homeowners' Association. Seller is aware of the following assessments issued by the Property Owners' association, or pending assessments which are likely to be assessed in the future:
10. **EARNEST MONEY:** Seller authorizes Broker to accept and hold earnest money deposits to be used in negotiating a sale and to procure any instruments necessary for Seller to convey title, as per the Purchase Agreement. In the event of forfeiture of any earnest money deposits by prospective buyers of said Property during the existence of this Agreement or any extensions thereof, such deposits shall be equally divided between Broker and Seller, with the Broker's share not to exceed the Commission as stated in paragraph 3(a) above. Broker shall furnish Seller with an itemized statement of any expenses incurred by Broker on Seller's behalf in connection with the consummation of the transaction, said expenses to be paid for by Seller from Seller's appropriate share of forfeited earnest money deposit.

In the event both Seller and Buyer cannot agree on the disposition of the earnest money deposit, the Broker holding the earnest money deposit shall be authorized to Interplead the disputed portion of earnest money deposit into a court of competent jurisdiction and shall be entitled to be compensated by the party who does not prevail in the Interpleader Action for its costs and expenses, including reasonable attorney's fees incurred in filing said Interpleader.

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11. **DISCLOSURE:** Seller hereby specifically authorizes Broker and any and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise affecting general health and safety, known to them and the Seller's Property Disclosure Statement, if applicable. Seller acknowledges that Broker and its licensees do not have the responsibility to discover latent defects in the Property or to render advice on matters outside the scope of their license. Seller is aware of the following hazardous or toxic subsurface conditions: _____

12. **ATTORNEY FEES/COSTS OF LITIGATION:** If suit is brought to collect the compensation provided herein, or if Broker defends any action brought against Broker by Seller relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney fees and court costs.

13. **NO BROKER LIABILITY:** Seller agrees that Broker shall not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing water pipes or any other damages or loss whatsoever, including but not limited to, personal injury on the Property. Seller agrees to pay all costs incurred by Broker in connection with any claim, suit or cause of action brought against Broker related to such loss or damage, including attorney fees and court costs.

14. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller specifically represents and warrants that Seller has complete authority to sell Property and convey title. Seller has personally reviewed the Agreement, the attached MLS Seller Property Input Form(s) and any other attached exhibits. Seller has personally filled out a Seller's Disclosure Statement, if required by Broker, and acknowledges that all of the information in any documents relating to the description and physical condition of the Property, if applicable, and which were provided by Seller are accurate and complete to the best of Seller's knowledge. Seller agrees that all the information provided by Seller to Broker is accurate, complete and correct including any and all information provided to complete this Agreement.

15. **DEFENSE AND INDEMNITY:** Seller agrees to defend, indemnify and hold harmless Broker, Broker's sales associates and any and all other co-operating brokers against and from any losses, damages, claims, suits of law (including court costs and attorney's fees) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the Property information contained herein or any other information or representation, oral or written, provided by Seller to Broker at the date of this Listing Agreement as well as subsequent information provided by Seller.

16. **ENTIRE AGREEMENT:** This Agreement, including the attached exhibits and forms, is intended to be the legal and binding contract of all parties. Seller and Broker acknowledge that except for the attachments as referenced in this Listing Agreement there are no other agreements, promises, conditions or understandings either expressed or implied between them, other than as specifically set forth herein. Seller warrants that there are no prior agreements on this Property, listing, sale or otherwise, that have not been properly terminated. This Agreement may not be modified or amended except in writing, which must be signed by both Seller and Broker.

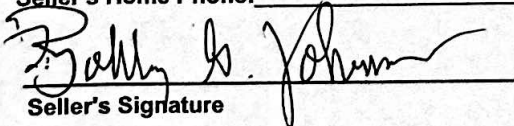
17. **COMMUNICATION:** Seller authorizes Broker and its Sales Associates to contact and/or send to Seller advertising/marketing material or information by U.S. Mail, e-mail, telephone and/or fax.

18. **ADDITIONAL PROVISIONS:** _____

Seller's Mailing Address: P.O. Box 2174; Brewton, Alabama 36426

Seller's E-mail Address: _____

Seller's Home Phone: _____ **Work Phone:** 251-236-5001 **Fax:** _____



Seller's Signature

Bobby Glenn Johnson

(Print name as title is held)

5-15-2024

Date



Listing Agents' Signature

Edward P. Reeves, Jr.

(Print name as is on Real Estate License)

5-15-2024

Date