



**Smith &
Associates**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Cowart Properties LLC

AUCTION LOCATION – Online at www.UCSmithAuctions.HiBid.com

AUCTION DATE – Thursday, April 3rd, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Brad Smith (Broker) of United Country Smith & Associates located at 934 East Wade St., Trenton, FL 32693 (352-463-7770) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1) Parcel ID: 19-13-12-3266-000B-0020; +/- 0.114 acres and improvements

Address: 76 SE 892 Ave., Suwannee, FL 32692

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, April 3rd, 2025 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (352) 463-7770 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Christie Sharp Reed at (352) 507-2556 or by email at bradsmith@ucsmith.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with United Country Smith & Associates at (352) 463-7770 or Real Estate Broker Brad Smith at (352) 221-5257.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Smith & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Title of the Nature Coast LLC no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, May 5th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 1.5% (of the High Bid Price) is offered to FL State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to bradsmith@ucsmith.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, United Country | Smith & Associates must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 1.5% (of High Bid Price) is offered to a cooperating FL State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Brad Smith – United Country Smith & Associates
Owner & Real Estate Broker
934 East Wade St.,
Trenton, FL 32693
bradsmith@ucsmith.com

Individual State License #'s

Florida Real Estate Broker License # BK550985

Firm State License #'s

Florida Real Estate Firm License # BO2007205

Aerial



**** Aerial map show approximate boundaries. Use for illustration purposes only. ****



Neighborhood

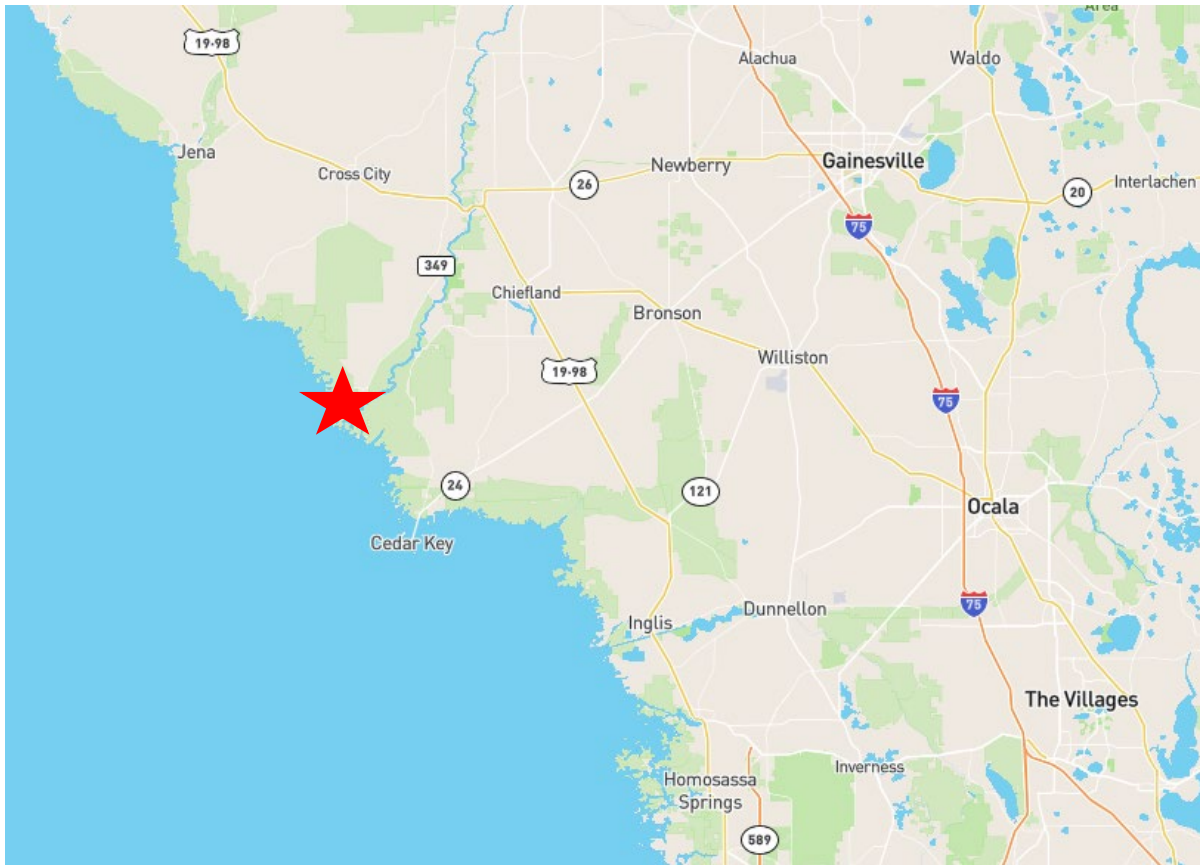
76 SE 892 Ave.,
Suwannee, FL 32693





Location

76 SE 892 Ave.,
Suwannee, FL 32693



Dixie County, FL

Summary

Parcel ID 19-13-12-3266-000B-0020
Account Number 10469
Property Address 76 SE 892 AVE
Sec/Twp/Rng 19-13-12
Legal Description 19 13 12 THE W 50 FT OF THE E 100 FT OF PARCEL B ON PLAT OF PORTER ISLAND S/D AKA AS LOT 2 OF PARCEL B ORB 76 PG 561-2 ORB 88 PG 293 ORB 227 PG 467 ORB 301 P 437 ORB 313 P 386 ORB 331 P 651 ORB 378 P 240 ORB 595 P 398 (1974 FLWD MH ID#X2005034-S-0880 RP#037899 TITLE#13613008)
 (Note: Not to be used on legal documents)
Acres 0.114
Land Use VAC RES
Millage Group UNINCORPORATED (01)
Millage Rate 19.1566
Neighborhood Code (0131)
Homestead N

Owners

Owner
 Cowart Properties LLC
 16191 NW 73rd Court
 Trenton, FL 32693

Valuation

	2024	2023	2022	2021
+ Land Value Market Value	\$111,500	\$111,500	\$100,600	\$78,700
+ Building Value	\$50,200	\$44,700	\$27,900	\$23,300
+ Yard Items	\$13,800	\$10,600	\$5,800	\$5,800
+ Agricultural Credit	\$0	\$0	\$0	\$0
= Total Just or Market Value	\$175,500	\$166,800	\$134,300	\$107,800
= Classified Use or Assessed Value	\$175,500	\$166,800	\$134,300	\$107,800
Capped Differential	\$0	\$0	\$0	\$0
= Taxable Total Value Before Exemptions	\$175,500	\$166,800	\$118,580	\$107,800
- School Exemptions	\$0	\$0	\$0	\$0
= School Taxable Value	\$175,500	\$166,800	\$134,300	\$107,800
- Additional Non School Exemptions	\$0	\$0	\$0	\$0
= Total Non School Taxable Value	\$175,500	\$166,800	\$118,580	\$107,800

Land

Land Use	Number of Units	Unit Type
VAC RES (0000)	50.00	FRONT FEET

Yard Items

Card	Type	Quantity	Units	Year Built
1	(BOAT)	1	12X23	1980
1	(SEAW)	1	50	1980
1	(GRN)	1	1	1974
1	(DU2)	1	8X12	1974
1	(DU1)	1	8X10	1990
1	(POLE)	1	1	1980
1	(86)	1	10X70	2023
1	(86)	1	30X38	2023

Sales

Sale Date	Sale Price	Legal Reference	Grantor	Deed Type	N.A.L. Code
9/30/2022	\$200,000.00	595-398	LONG, WILLIAM E	WARRANTY (WD)	01
9/28/2007	\$156,500.00	378-240	HARVELL, CRAIG	WARRANTY (WD)	11
8/5/2005	\$220,000.00	331-651	FLOYD, R H (BUCKY)	WARRANTY (WD)	01
8/19/2004	\$149,000.00	313-386	ROWE JERRY &	WARRANTY (WD)	11
1/15/2004	\$108,000.00	301-436	DOTSON WILLIAM R & SUSAN B,	WARRANTY (WD)	01
8/1/1998	\$80,500.00	227/467	UNKNOWN	WARRANTY (WD)	01

PREPARED BY AND RETURN TO:
Rebecca White
Bankers Title of the Nature Coast, Inc.
Post Office Box 1260, 25703 SE HWY 19
Old Town, Florida 32680

Inst: 202215004554 Date: 10/04/2022 Time: 11:12AM
Page 1 of 2 B: 595 P: 398, Barbie Higginbotham, Clerk of Court
County, By: KH
Deputy Clerk Doc Stamp-Deed: 1400.00

File Number: 13112

General Warranty Deed

THIS INDENTURE made this this 30 day of September, 2022 A.D. By **William E. Long**, whose post office address is P. O. Box 1014, Old Town, Florida 32680, hereinafter called the Grantor(s), to **Cowart Properties, LLC, a Florida limited liability company**, whose post office address is 16191 NW 73rd Court, Trenton, Florida 32693, hereinafter called the Grantee(s):

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Dixie County, Florida, viz:

A parcel of land lying and being in the NW 1/4 of the SE 1/4 of Section 19, Township 13 South, Range 12 East, Dixie County, Florida, also known as Lot 2, Parcel B of Porter Island Subdivision, being more particularly described as follows:

Begin at the SW corner of Lot 20 Porter Island Subdivision; thence run N 89°59'45" W, 50.00 feet to the Point of Beginning; thence run N 00°20'44" E, 100.00 feet; thence run N 89°59'45" W, 50.00 feet; thence run S 00°20'44" W, 100.00 feet; thence run S 89°59'45" E, 50.00 feet back to the point of beginning.

Together with a 1974 Fleetwood mobile home bearing Title no. 13613008, ID no. X2005034S0888

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

Parcel ID Number: 19-13-12-3266-000B-0020

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

PREPARED BY AND RETURN TO:
Rebecca White
Bankers Title of the Nature Coast, Inc.
Post Office Box 1260, 25703 SE HWY 19
Old Town, Florida 32680

File Number: 13112

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

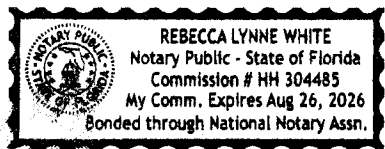
Stacey Beauchamp
Witness Signature
Witness Printed Name Stacey Beauchamp

William E. Long (Seal)
William E. Long

Rebecca White
Witness Signature
Witness Printed Name Rebecca White

State of Florida
County of Dixie

The foregoing instrument was acknowledged before me by means of Physical Presence or Online Notorization, this 30 day of September, 2022, by William E. Long, who is/are personally known to me or who has produced FLDL as identification.



Rebecca White
Notary Public
Print Name: Rebecca White
My Commission Expires: Aug 26, 2026

Vacant Land Contract

1* 1. Sale and Purchase ("Contract"): Cowart Properties, LLC By: , Adam F Cowart
2* ("Seller") and
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address: 76 SE 892 Ave, Suwannee, FL 32693

6* Legal Description: 19 13 12 THE W 50 FT OF THE E 100 FT OF PARCEL B ON PLAT OF PORTER ISLAND
7 S/D AKA AS LOT 2 OF PARCEL B ORB 76 PG 561-2 ORB 88 PG 293 ORB 227 PG 467 ORB 301 P 437 ORB
8 313 P 386 ORB 331 P 651 ORB 378 P 240 ORB 595 P 398 (1974 FLWD MH ID#X2005034-S-0880 RP#037899
9 TITLE#13613008)

11* SEC ___/TWP /___/ RNG ___ of _____ County, Florida. Real Property ID No.: 19-13-12-3266-000B-0020
12* including all improvements existing on the Property and the following additional property:
13

14* 2. Purchase Price: (U.S. currency) \$
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name:
17* Escrow Agent's Contact Person:
18* Escrow Agent's Address:
19* Escrow Agent's Phone:
20* Escrow Agent's Email:

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* [X] accompanies offer
23* [] will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date \$ 5,000.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* [] within _____ days (10 days if left blank) after Effective Date
27* [] within _____ days (3 days if left blank) after expiration of Due Diligence Period \$

28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$

29* (d) Other: \$

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$

32* (f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify):
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation:

38 3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before April 3, 2025, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.

43* 4. Closing Date: This transaction will close on or before 05/05/2025 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

51 5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

53 (“CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 * (a) **Buyer** will pay cash for the Property with no financing contingency.

57 * (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 * specified below (“Financing”) within _____ days after Effective Date (Closing Date or 30 days after Effective
59 * Date, whichever occurs first, if left blank) (“Financing Period”). **Buyer** will apply for Financing within _____
60 * days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 * and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 * Financing within the Financing Period, either party may terminate this Contract and **Buyer’s** deposit(s) will be
63 * returned.

64 * (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 * or _____ % of the purchase price at (Check one) a fixed rate not exceeding _____ % an
66 * adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
67 * based on **Buyer’s** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 * informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 * disclose all such information to **Seller** and Broker.

70 * (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 * **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:
72 *

73 _____
74 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
75 forms generally accepted in the county where the Property is located; will provide for a late payment fee
76 and acceleration at the mortgagee’s option if **Buyer** defaults; will give **Buyer** the right to prepay without
77 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
78 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
79 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
80 to obtain credit, employment, and other necessary information to determine creditworthiness for the
81 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
82 * will make the loan.

83 * (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
84 * LN# _____ in the approximate amount of \$ _____ currently payable at
85 * \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 * fixed other (describe) _____
87 * interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage
88 * will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 * **Seller’s** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the
90 * assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 * which this Contract will terminate; and **Buyer’s** deposit(s) will be returned. If the lender disapproves
92 * **Buyer**, this Contract will terminate; and **Buyer’s** deposit(s) will be returned.

93 * 7. **Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94 * Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 * 8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 * deed special warranty deed other (specify) _____, free of liens, easements,
97 * and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 * restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 * other matters to which title will be subject) _____,
100 * provided there exists at closing no violation of the foregoing.

101 * (a) **Title Evidence:** The party who pays for the owner’s title insurance policy will select the closing agent and pay
102 * for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 * fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 * (Check one) **Seller’s** **Buyer’s** expense and

105 * (Check one) within _____ days after Effective Date at least _____ days before Closing Date,

106 * (Check one)

107 * (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 * discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner’s policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 165 * (2) **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract
 170 is not contingent on **Buyer** conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 * **Buyer** waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 188 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to
 189 **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the
 191 costs indicated below.
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197 * Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 * Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in
 216 * installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 217 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
239 **this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
257 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
263 **incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

327*
328

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

329* _____
330 **Seller's Sales Associate Email Address**
331 _____
332* _____
333 **Seller's Sales Associate Phone Number**
334 _____
335* **United Country Smith & Associates**
336 **Listing Brokerage**
337 **934 East Wade Steet**
338 **Trenton, FL 32693**
339* **Listing Brokerage Address**

Buyer's Sales Associate Email Address

Buyer's Sales Associate Phone Number

Buyer's Brokerage

Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342* A. Back-up Contract
343* B. Kick Out Clause
344* C. Other _____

345* **23. Additional Terms: Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium**
346 **of \$_____ has been added to the final bid price of \$_____ to arrive at the final contract price of**
347 **\$_____.**
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

362* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
366 **This Contract continues with Line 367 on Page 8 of 8.]**

367 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
368 **signing.**

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378

379* **Buyer:** _____ Date: _____

380* Print name: _____

381* **Buyer:** _____ Date: _____

382* Print name: _____

383 **Buyer's** address for purpose of notice:

384* Address: _____

385* Phone: _____ Fax: _____ Email: _____

386* **Seller:** _____ Date: _____

387* Print name: **Cowart Properties, LLC** By: _____

388** **Seller:** _____ Date: _____

389* Print name: **Adam F Cowart** _____

390 **Seller's** address for purpose of notice:

391* Address: _____

392* Phone: _____ Fax: _____ Email: _____

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

Auction Addendum to Purchase and Sale Contract

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between **Cowart Properties, LLC By: , Adam F Cowart** (Seller) and _____ (Buyer) concerning the Property located at **76 SE 892 Ave, Suwannee, FL 32693**.

1. **Buyer Premium:** Buyer shall pay 10.000 % of the high bid price (hereinafter "Buyer Premium"). The Buyer Premium is in addition to the final high bid price and will be paid to the Auctioneer. The contract price is the high bid price plus the Buyer Premium.
2. **Financing:** Buyer will pay cash for the Property with **no** financing contingency.
3. **Closing Costs and Fees:** The parties will pay the following costs and fees:

Recording fees for the deed	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Satisfaction of mortgage and recording fees	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Documentary stamp taxes on the deed	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Owner's title policy	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Title search	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Tax search fee	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
4. **Property Inspection and Repair:** The inspection, repair and walk-through provisions of the Contract are deleted. **Buyer** agrees to accept the Property in "as is" condition. Unless agreed otherwise by **Buyer** and **Seller**, **Buyer** may perform only a visual inspection of the Property prior to the auction. **Seller** shall not be liable to make any repairs. If **Seller** has a copy of a home inspection report on the Property, **Seller** shall furnish **Buyer** with such copy within five days after Effective Date. **Buyer** shall not have a right to cancel the Contract pursuant to the results of the home inspection. **Seller** shall maintain the Property in the same condition from Effective Date until Closing except for normal wear and tear.

This addendum amends the above-referenced Contract between **Seller** and **Buyer**. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER Cowart Properties, LLC By:	DATE	SELLER Adam F Cowart	DATE
BUYER	DATE	BUYER	DATE