



**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) during the following auction:

AUCTION FOR – James McGuire

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

AUCTION DATE – Monday, April 20th, 2026 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”**.

FLORIDA REAL ESTATE BROKER – 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:

Portion of Parcel ID: 06957-000; +/- 0.115 acres; DB 1131 PG 2216; KEATON BEACH UNIT 2; Lot 80 in Keaton Beach Subdivision

Address: 20445 Ponce De Leon Rd., Perry, FL 32348

- **Online Bidding Open NOW**
- **Online Bidding Closes on Monday, April 20th, 2026 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 **Rebecca McCaskill at (386) 688-7162 or by email at becca@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 Salesperson Candice Land at (386) 590-1373.
- 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 **Hill Law & Title, PLLC** 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.

Hill Law & Title, PLLC; 230 Court St SE., Live Oak, FL 32064; (386) 362-1900

- 9) **Closing:** Closing shall be on or before **Wednesday, May 20th, 2026**. 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 – Smith & Associates, 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.

- 20) **Other:** Property is subject to restrictions of the Keaton Beach Subdivision.

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

Candice Land – United Country Smith & Associates
Real Estate Associate Broker
934 East Wade St.,
Trenton, FL 32693
candice@ucsmith.com
(386) 590-1373

Individual State License #'s

Florida Real Estate Broker License # BK3391794

Aerial



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



FEMA Map

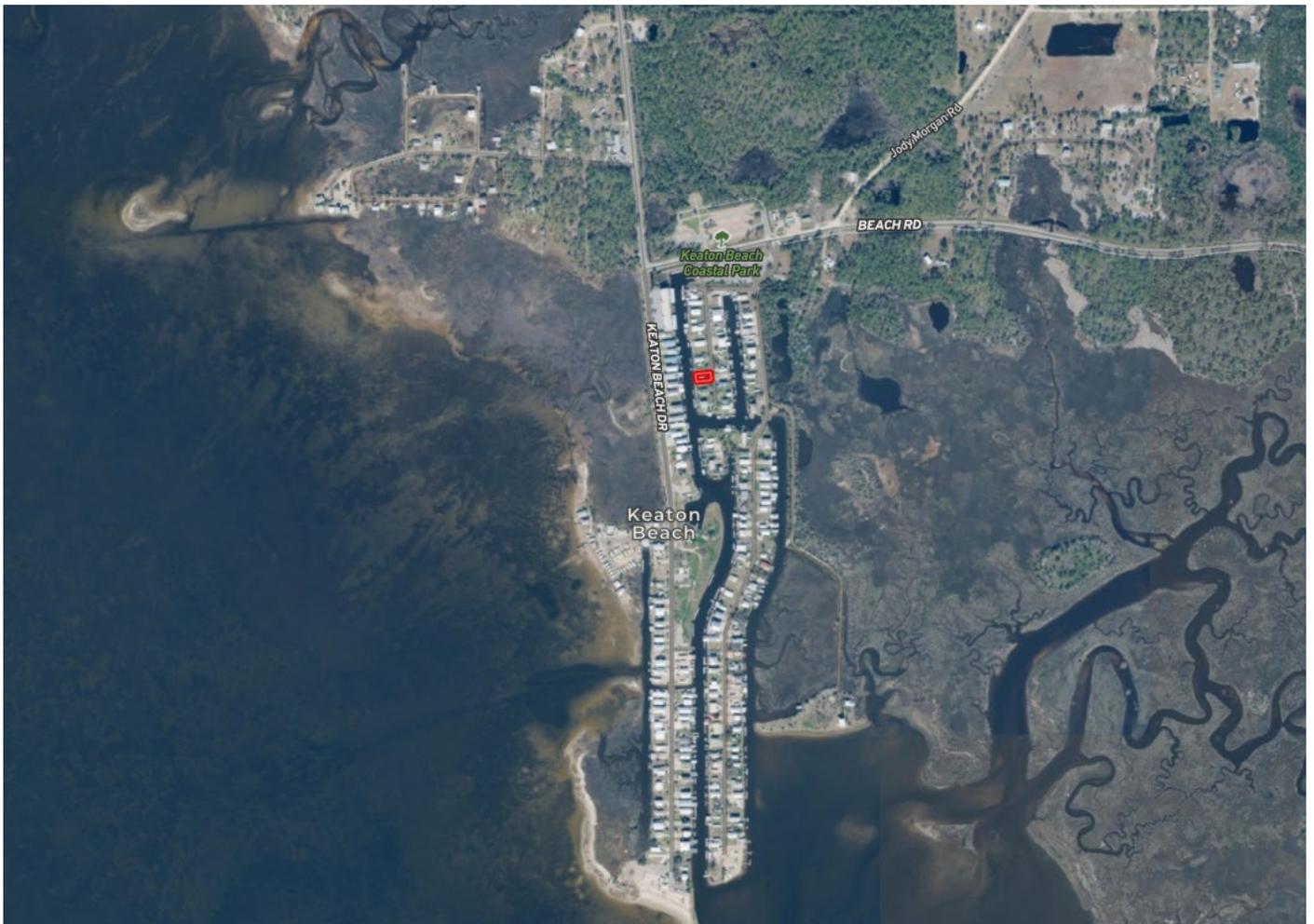
Auction Services





Neighborhood

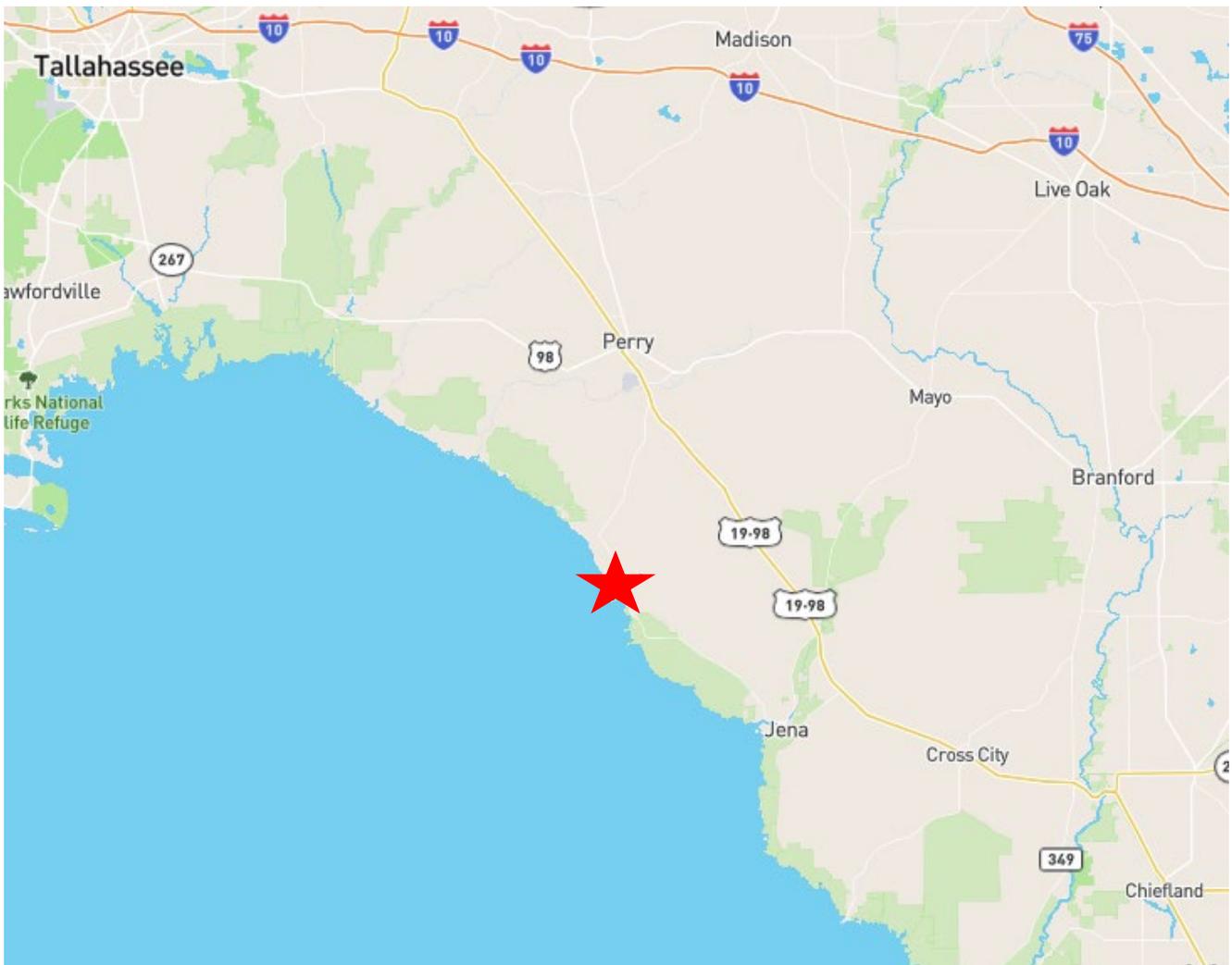
20445 Ponce De Leon Rd,
Perry, FL, 32348





Location

20445 Ponce De Leon Rd,
Perry, FL, 32348



Taylor County, FL

Hurricane Damage Form

Hurricane Damage Form

Summary

Tax District CO Millage Rate: 14.3858
Site Location 20445 PONCE DE LEON RD
Section Township Range 35-07-07
ParcelID 06957-000
Exemptions N/A
Property Usage VACANT W/ XFS
Legal Description LEG 0000.23 ACRES - KEATON BEACH UNIT 2 - LOT 79 & 80 - OR 160-14 169-642
 (Note: Not to be used on legal documents)

Owner

MCGUIRE JAMES J
 P O BOX 123
 STOCKTON GA 31649

Land

Land Use 0080
Number of Units 0.23
Unit Type AC
Assessed Value \$324,660

Sales History

Sales Date	Type of Document	Book	Page	Amount
04-01-1980	WARRANTY DEED	154	207	\$4,500
02-01-1979	WARRANTY DEED	143	481	\$3,200

Valuation

*2025 Values are Working Values

	2025	2024	2023
+ Land Value Agricultural	\$435,400	\$435,400	\$345,800
+ Building Value	\$0	\$0	\$0
+ Assessed XF Value	\$0	\$0	\$0
+ Total Misc. Value	\$280	\$280	\$280
= Just or Classified Value	\$435,680	\$435,680	\$346,080
- SOH/deferred	(\$130,970)	(\$158,670)	(\$94,250)
= Assessed Value	\$304,710	\$277,010	\$251,830
- Exempt Value	\$0	\$0	\$0
= Taxable Value	\$304,710	\$277,010	\$251,830
Appraised Land Value	\$435,400	\$435,400	\$345,800
Assessed Justification or Classified Value	\$435,680	\$435,680	\$346,080

TRIM Notices

2025 TRIM Notice (PDF)

No data available for the following modules: Building Data, Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 3/6/2026, 6:44:35 PM

Contact Us



WARRANTY DEED
STATUTORY

THIS INDENTURE, Made this 19th day of October, A.D. 1981 BETWEEN-----
HUGH L. DOWNS and JOYCE DOWNS, his wife-----of the County of Lowndes,
State of Georgia, parties of the first part, and-----JAMES MCGUIRE--
-----of the County of LANIER of the State of Georgia, party of
the second part, whose post office address Rt. 1 Box 166, Stockton,
Georgia, 31649.

WITNESSETH, That the said parties of the first part, for and in
consideration of the sum of Ten and no/100 Dollars, and other good and
valuable consideration to them in hand paid by said party of the
second part, the receipt of whereof is hereby acknowledged, have granted,
bargained and sold to the said party of the second part, his heirs and
assigns forever, the following described land, situate, lying and being
in the County of TAYLOR, State of Florida, to-wit:

Lot 80 of Unit #2, KEATON BEACH SUBDIVISION, according to
the Plat or Map of said Subdivision on record in the Office
of the Clerk of the Circuit Court of Taylor County, Florida,
together with a 1971 Phoenix Trailer (10 ft. x 28 ft.) I.D.
#28PC004A.

This property is subject to the Restrictions affecting this
Subdivision as recorded in the Public Records of Taylor County,
Florida.

This property is further conveyed subject to that certain
mortgage from Hugh L. Downs and Joyce Downs, his wife, to
Ben Lindsey and Billie O. Lindsey, his wife, dated July
27, 1979 and recorded in the Official Record 147, Page 646
public records of Taylor County, Florida. The indebtedness
evidenced thereby party of the second part hereby assume and
agree to repay.

and the same parties of the first part do hereby fully warrant the title
to said land, and will defend the same against the lawful claims of all
persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have
hereunto set their hands and seal the day and year first above written.

Hugh L. Downs (SEAL)
HUGH L. DOWNS

Joyce Downs (SEAL)
JOYCE DOWNS

Signes, sealed and
delivered in the
presence of:

Betty Johnson
Witness

Gene S. Bass
NOTARY PUBLIC

Unofficial

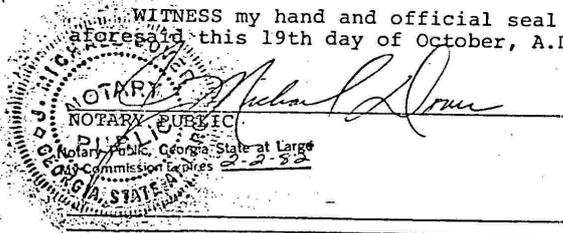
Unofficial

OFFICIAL RECORD 169 PAGE 643

STATE OF GEORGIA
COUNTY OF LOWNDEN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared HUGH L. DOWNS and JOYCE DOWNS, his wife to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, A.D., 1981.



Filed this _____ day of _____ A.D., 19____,
at _____ o'clock _____ M., and Recorded in Deed Book _____
at Page _____ . RECORD VERIFIED _____
County, _____
Deputy Clerk

This Instrument prepared by:

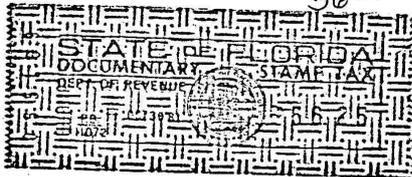
J. MICHAEL DOVER
McLane, Dover, Sherwood & Shelton
Attorneys at Law
504 N. Patterson Street
P.O. Box 921
Valdosta, GA 31601

912-244-6721

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

1981 OCT 30 AM 10:02

RECORDED IN OFFICIAL
RECORD 169 PAGE 642-643
C. RALPH CARLTON, CLERK



Unofficial

Unofficial

Units Two & Three

In dedicating these plats, the fee simple owners hereby dedicate and decree that the lots herein platted shall be encumbered and bound by the following listed restrictive conditions and restrictive covenant, viz.:

1. Lot No. 91 to Lot No. 103, inclusive, of Unit No. 2; and Lot No. 1 to Lot No. 38, inclusive, of Unit No. 3; as semi-commercial uses and said uses to be described in any deed or contract which might transfer title.
2. All other lots listed on these plats shall be used for residential purposes only, with the following conditions controlling construction and other items:
 - (a) Any house constructed shall have at least 600 sq. ft. of living area (square footage to count as one-half concerning enclosed porches), EXCEPT Lot No. 61 to Lot No. 75, inclusive, of Unit No. 3, which said house shall have at least 850 sq. ft. of living area (square footage to count as one-half concerning enclosed porches).
 - (b) All houses to have plumbing of a modern nature not disconnected from said house.
 - (c) Any house constructed shall be at least 7½ ft. from the side lines of the lot and at least 25 ft. from the front and rear lines of the lot.
 - (d) Boat moorings and boat houses or hoists shall be constructed parallel to canals and shall not extend more than 15 ft. from the property line into the canal and shall not be more than 6 ft. in height above the mean lot level.
 - (e) Construction of the houses shall be of good workmanship and material. No metal roofs will be permitted.
 - (f) No animals or pets shall be allowed on the premises other than normal household pets.
 - (g) Parking of tractors, trailers, house trailers, or any other type of heavy equipment, excepting boat trailers, on any of the lots is prohibited.
 - (h) Depositing of refuse or any foreign materials in or on any road, canal, or vacant property is hereby prohibited.

KEATON BEACH, INC.

[Signature] Witness
Jack M. Phillips Witness

W. J. Smith Pres.
Carl R. Cooney Asst Sec

STATE OF FLORIDA
COUNTY OF TAYLOR

I do hereby certify that on this day, personally appeared before me, W. J. Smith and Carl R. Cooney, President and Asst. Sec., respectively, of Keaton Beach, Inc., a corporation under the Laws of Florida, with its principal office in Winter Haven, Florida, and to me known to be the President and Asst. Sec. of said corporation, and acknowledged that they executed the above instrument as the free act and deed of said corporation and that the seal affixed to said instrument was done by the authority of the Board of Directors.



Witness my hand and official seal this 31 day of DECEMBER, 1959.

Jack M. Phillips Notary Public

My commission expires the 11th day of DECEMBER, 1962.



Vacant Land Contract

- 1* **1. Sale and Purchase (“Contract”): James McGuire**
 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: **20445 Ponce De Leon Rd, Perry, FL 32348**
 6* Legal Description: **Parcel ID: 06957-000; +/- 0.23 acres; DB 1131 PG 2216; KEATON BEACH UNIT 2; Lot 80 in**
 7 **Keaton Beach Subdivision**
 8 _____
 9 _____
 10 _____
 11* SEC ___/TWP / ___/ RNG ___ of _____ County, Florida. Real Property ID No.: _____
 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: **Hill Law & Title, PLLC**
 17* Escrow Agent’s Contact Person: _____
 18* Escrow Agent’s Address: **230 Court St SE., Live Oak, FL 32064**
 19* Escrow Agent’s Phone: **(386)362-1900**
 20* Escrow Agent’s Email: **Robin@dehill.law**
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
 22* 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 20, 2026**, 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 **May 20, 2026** (“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.
 VAC-15 Rev 1/26

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

82 * **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

83 * _____
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)**

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
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- 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
 109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
 110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
 111 **Buyer** within 15 days after Effective Date.
- 112 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
 115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 118 then (1) above will be the title evidence.
- 119 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but
 120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
 121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
 122 * cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
 124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
 125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
 126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
 127 to existing defects and close the transaction without reduction in purchase price.
- 128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
 133
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.
- 134 **9. Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.
- 137 (a) **Inspections: (Check (1) or (2))**
- 138 * (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
 139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
 142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
 145 local, state, and regional growth management plans; availability of permits, government approvals, and
 146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
 147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
 148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
 149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
 150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
 151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
 154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
 155 not engage in any activity that could result in a construction lien being filed against the Property without
 156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
 158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
 159 result of the Inspections.
- 160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
164 **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.

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- 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, based on where the Property is located, will be used when computing time
234 **periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided**
235 **for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall**
236 **end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal**
237 **holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday,**
238 **or a day on which a national legal holiday is observed. Time is of the essence in this Contract.**
- 239 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
240 **or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain**
241 **proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may**
242 **terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,**
243 **and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive**
244 **all payments made by the governmental authority or insurance company, if any.**
- 245 **13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to**
246 **each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or**
247 **prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,**
248 **earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably**
249 **within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable**
250 **in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period**
251 **that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event**
252 **continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and**
253 **Buyer's deposit(s) will be returned.**
- 254 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
255 **electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
256 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
257 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
258 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
259 **delivered to or received by that party.**
- 260 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer.**
261 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
262 **incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or**
263 **initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This**
264 **Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications**
265 **communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.**
266 **Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any**
267 **provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully**
268 **effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This**
269 **Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or**
270 **plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if**
271 **permitted, of Seller, Buyer, and Broker.**

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- 272 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
273 closing or termination of this Contract.
- 274 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
275 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
276 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
277 liable for the full amount of the brokerage fee.
- 278 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
279 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
280 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
281 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
282 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
283 equity to enforce **Seller's** rights under this Contract.
- 284 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 287 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
292 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 296 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
300 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
301 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
302 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
303 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
305 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
306 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
307 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
310 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
313 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
315 treated as a party to this Contract. This Paragraph will survive closing.
- 316 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 321 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
322 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
325 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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326* _____
327 **Seller's Sales Associate/License No.**

Buyer's Sales Associate/License No.

328* _____
329 **Seller's Sales Associate Email Address**

Buyer's Sales Associate Email Address

331* _____
332 **Seller's Sales Associate Phone Number**

Buyer's Sales Associate Phone Number

334* **United Country Smith & Associates**
335 **Listing Brokerage**
336 **934 East Wade Steet**
337 **Trenton, FL 32693**

Buyer's Brokerage

338* **Listing Brokerage Address**

Buyer's Brokerage Address

339 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
340 **(Check if applicable):**
341* A. Back-up Contract
342* B. Kick Out Clause
343* C. HOA Addendum
344 D. Other _____
345

346* **23. Additional Terms:** Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium of
347 \$ _____ has been added to final bid price of \$ _____ to arrive at the final price of \$ _____ at the final contract
348 price of \$ _____.

349 _____
350 **Property is subject to restrictions of the Keaton Beach Subdivision.**
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____

362 **COUNTER-OFFER/REJECTION**

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

366 **[The remainder of this page is intentionally left blank.**
367 **This Contract continues with Line 368 on Page 8 of 8.]**

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

370 **ATTENTION: SELLER AND BUYER**

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

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

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

381* Print name: _____

382* **Buyer:** _____ Date: _____

383* Print name: _____

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

385* Address: _____

386* Phone: _____ Fax: _____ Email: _____

387* **Seller:** _____ Date: _____

388* Print name: **James McGuire** _____

389** **Seller:** _____ Date: _____

390* Print name: _____

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

392* Address: _____

393* Phone: _____ Fax: _____ Email: _____

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Flood Disclosure

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, James McGuire, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 20445 Ponce De Leon Rd, Perry FL 32348

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller has has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller has has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

ID: iRL8G5fPlcGdX7EQeujH

Seller: James McGuire

Date: February 23, 2026

Seller: _____

Date: _____

Copy provided to Buyer on _____ by email facsimile mail personal delivery.