

**Vacant Land Contract**

1 **1. Sale and Purchase ("Contract"):** P.C. Realty Ventures, L.L.C., a Florida limited liability company  
2 ("Seller") and Martin County Board of County Commissioners  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:

5 Address: n/a

6 Legal Description: \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 **\*\*\*See attached Exhibit "A"\*\*\* (37 Parcels)**  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 SEC 34 /TWP / 38 /RNG 42 of Martin County County, Florida. Real Property ID No.: See Attached Ex. A  
13 including all improvements existing on the Property and the following additional property: NONE

14 **2. Purchase Price:** (U.S. currency)..... \$ 1,184,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16 Escrow Agent's Name: Merit Title

17 Escrow Agent's Contact Person: Kerry Webster

18 Escrow Agent's Address: 628 S. Colorado Ave., Stuart, Florida 34994

19 Escrow Agent's Phone: (772) 223-8338

20 Escrow Agent's Email: kwebster@merittitle.net

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 .....

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: 37 Parcels @ \$32,000 per parcel = \$1,184,000..... \$ -0-

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..... \$ 1,184,000.00

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 January 30, 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 within 90 days of Effective Date ("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 ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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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 15 days after Effective Date  at least \_\_\_\_\_ days before Closing Date,  
106 (**Check one**)

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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 15 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 30 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 30 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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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.

(2)  **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

**Buyer** waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be ~~conducted by mail or electronic means~~. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

~~Escoppel Fee(s)~~

Other: Pro-rated Real Property Taxes, Documentary Stamps for sale, any broker fees if applicable.

(b) **Buyer Costs:**

~~Taxes and recording fees on notes and mortgages~~

Recording fees on the deed ~~and financing statements~~

~~Loan expenses~~

Title evidence (if applicable under Paragraph 8)

~~Lender's~~ title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a 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) and ~~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.

Buyer  (\_\_\_\_) and Seller  (\_\_\_\_) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. HOA Addendum
- D. Other \_\_\_\_\_

23. Additional Terms:

- A. During the Due Diligence Period, Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such written notice of such termination to the seller prior to the expiration date.
- B. Seller is solely responsible for the fulfillment of payment obligations to any realtor/broker as the County does not pay commissions.
- C. This contract shall first be conditionally executed by the Martin County Administrator, an Assistant County Administrator or any authorized person on behalf of the buyer. The condition shall be the acceptance by Seller and subsequent approval by the Martin County Board of County Commissioners. Buyer recognizes that they are not represented by a real estate broker.
- D. This Contract is contingent upon approval of Martin County Board of County Commissioners.
- E. The execution of final sale documents and the closing of this transaction are contingent upon final approval of Martin County Board of County Commissioners.
- F. In any litigation permitted by this Contract, each party shall bear their own costs and fees, including attorney fees and shall survive closing or termination of this Contract.

COUNTER-OFFER/REJECTION

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

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

Buyer (  ) and Seller (  ) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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.

**Martin County Board of County Commissioners**

379

380 **Buyer:**  Date: 1/27/20

381 Print name: Conditional Approval - County Administrator or designee

382 **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

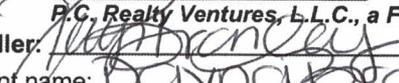
383 Print name: \_\_\_\_\_

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

385 Address: 2401 SE Monterey Road, Stuart, FL 34996

386 Phone: 772-221-2354 Fax: \_\_\_\_\_ Email: csegura@martin.fl.us

*P.C. Realty Ventures, L.L.C., a Florida limited liability company*

387 **Seller:**  Date: 1/28/2020

388 Print name: Dayna Bromley

389 **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

390 Print name: \_\_\_\_\_

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

392 Address: 6590 W. Rogers Circle, Suite 8, Boca Raton, Florida 33487

393 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: dayna@daynamanagement.com

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**FINAL APPROVAL – Agenda item**

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

---

SEBASTIAN FOX,  
SENIOR ASSISTANT COUNTY ATTORNEY

**EXHIBIT "A"**  
PC Realty Ventures LLC  
Poinciana Gardens  
Inventory

## Section 1

1. Parcel ID# 34-38-42-038-003-00080-4 Sec 1, Lot 8, Blk 3	.482	acres
2. Parcel ID# 34-38-42-038-006-00080-7 Sec 1, Lot 8, Blk 6	.362	
3. Parcel ID# 34-38-42-038-006-00090-5 Sec 1, Lot 9, Blk 6	.362	
4. Parcel ID# 34-38-42-038-007-00040-4 Sec 1, Lot 4, Blk 7	.255	
5. Parcel ID# 34-38-42-038-008-00100-9 Sec 1, Lot 10, Blk 8	.459	
6. Parcel ID# 34-38-42-038-008-00160-6 Sec 1, Lot 16, Blk 8		
7. Parcel ID# 34-38-42-038-008-00170-4 Sec 1, Lot 17, Blk 8		
8. Parcel ID# 34-38-42-038-008-00200-8 Sec 1, Lot 20, Blk 8		
9. Parcel ID# 34-38-42-038-009-00020-4 Sec 1, Lot 2, Blk 9		
10. Parcel ID# 34-38-42-038-009-00040-0 Sec 1, Lot 4, Blk 9	.275	
11. Parcel ID# 34-38-42-038-011-00120-9 Sec 1, Lot 12, Blk 11	.255	
12. Parcel ID# 34-38-42-038-011-00170-8 Sec 1, Lot 17, Blk 11	.231	
13. Parcel ID# 34-38-42-038-011-00180-6 Sec 1, Lot 18, Blk 11	.216	
14. Parcel ID# 34-38-42-038-011-00200-2 Sec 1, Lots 20 & 21, Blk 11	.43	
15. Parcel ID# 34-38-42-038-011-00240-4 Sec 1, Lot 24, Blk 11	.275	acres
16. Parcel ID# 34-38-42-038-012-00010-0 Sec 1, Lot 1, Blk 12	.255	
17. Parcel ID# 34-38-42-038-012-00110-9 Sec 1, Lot 11, Blk 12		
18. Parcel ID# 34-38-42-038-012-00120-7 Sec 1, Lot 12, Blk 12		
19. Parcel ID# 34-38-42-038-012-00200-0 Sec 1, Lot 20, Blk 12	.329	

## Section 3

20. Parcel ID# 34-38-42-038-015-00150-3 Sec 3, Lot 15, Blk 15	.194	
21. Parcel ID# 34-38-42-038-016-00150-1 Sec 3, Lot 15, Blk 16		
22. Parcel ID# 34-38-42-038-017-00100-0 Sec 3, Lot 10, Blk 17	.231	
23. Parcel ID# 34-38-42-038-018-00030-3 Sec 3, Lot 3, Blk 18	.201	
24. Parcel ID# 34-38-42-038-019-00180-9 Sec 3, Lots 18 & 19, Blk 19	.398	
25. Parcel ID# 34-38-42-038-023-00010-7 Sec 3, Lot 1, Blk 23	.221	
26. Parcel ID# 34-38-42-038-023-00070-4 Sec 3, Lot 7, Blk 23		
27. Parcel ID# 34-38-42-038-023-00080-2 Sec 3, Lot 8, Blk 23		
28. Parcel ID# 34-38-42-038-023-00090-0 Sec 3, Lot 9, Blk 23		

PC Realty Ventures LLC  
Poinciana Gardens  
Inventory

- 29. Parcel ID# 34-38-42-038-023-00170-3 Sec 3, Lot 17, Blk 23
- 30. Parcel ID# 34-38-42-038-023-00180-1 Sec 3, Lot 18, Blk 23
- 31. Parcel ID# 34-38-42-038-024-00080-0 Sec 3, Lot 8, Blk 24
- 32. Parcel ID# 34-38-42-038-024-00190-7 Sec 3, Lot 19, Blk 24
- 33. Parcel ID# 34-38-42-038-024-00220-1 Sec 3, Lot 22, Blk 24
- 34. Parcel ID# 34-38-42-038-024-00280-8 Sec 3, Lot 28, Blk 24
- 35. Parcel ID# 34-38-42-038-024-00290-6 Sec 3, Lot 29, Blk 24
- 36. Parcel ID# 34-38-42-038-025-00060-1 Sec 3, Lot 6, Blk 25
- 37. Parcel ID# 34-38-42-038-028-00130-1 Sec 3, Lot 13, Blk 28 .227

Total 37 Parcels

TOTAL ACRES

10.089