

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR MARTIN COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

BE A MAN BUY LAND, LLC, a Florida  
limited liability company,

CASE NO.: 2023-CA-000052  
JUDGE: MICHAEL J. MCNICHOLAS

Plaintiff,

v.

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, a political subdivision of the State  
of Florida, FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION, a State Agency,  
THE BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA, a Florida Statutory Entity, MARTIN  
COUNTY, a political subdivision of the State of  
Florida,

Defendants.

SETTLEMENT, LAND EXCHANGE, AND PURCHASE AGREEMENT

Plaintiff, Be a Man Buy Land, LLC (“BAM” or “Plaintiff”), and Defendants, South Florida Water Management District (“SFWMD”), Martin County (“County”), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“TIITF”), and Florida Fish and Wildlife Conservation Commission (“FWC”) (collectively, “Defendants”) (Plaintiff and Defendants, collectively the “Parties”) hereby enter into this Settlement, Land Exchange, and Purchase Agreement (the “Agreement”) and hereby agree as follows:

RECITALS

WHEREAS, the Plaintiff, BAM, filed a Second Amended Complaint on June 1, 2023, against the Defendants in the case styled *Be a Man Buy Land, LLC v. South Florida Water Management District, et al*, assigned Case No. 2023-CA-000052, filed in the Circuit Court in and for Martin County, Florida (“Litigation”); and

WHEREAS, BAM alleged various causes of action against Defendants in the Litigation, for which Defendants deny liability, and for which Defendants’ alleged various defenses which Plaintiff denies; and

WHEREAS, the Parties desire to settle the Litigation.

NOW THEREFORE, for and in consideration of the foregoing recitals, the other terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly and unequivocally acknowledged, the Parties agree as follows:

### **TERMS**

1. **Overview.** The terms of this Agreement were agreed to by the Parties at the conclusion of the continued mediation, which occurred on September 3, 2024. Broadly, SFWMD, the County and BAM have agreed to a purchase and land-trade for various properties located within the Pal-Mar Water Control District complex ("Pal-Mar") in Martin County, Florida, and the Parties have agreed to other conditions, as more fully described below.<sup>1</sup>

2. **SFWMD and Martin County Approval Contingency.** This Agreement is subject to approval by the SFWMD's Governing Board and the Martin County Board of County Commissioners. SFWMD and the County represent and warrant that approvals from SFWMD's governing board and the Martin County Board of County Commissioners are the only two approvals necessary to effectuate the closing described in this Agreement. The Parties agree that TIITF and FWC's approvals are not needed to effectuate the closing described in this Agreement. Both SFWMD and the County shall direct their respective staff to prepare and submit a favorable recommendation for approval of this Agreement to their respective Boards in anticipation of a vote on such agenda item(s). Such recommendation shall further be placed as an agenda item(s) for consideration at the earliest available meeting of each Board from the date of this Agreement as is practicable. If the requisite approvals are not obtained by December 15, 2024, this Agreement will be null and void, except that the provisions governing the resumption of the Litigation, as set forth in Paragraph 21, shall survive and remain in full force and effect.

3. **Conveyances.** BAM, SFWMD, and the County agree to the following conveyances of real property within the Palm Beach Heights ("PBH") area of Pal-Mar, which is divided into the East Area, the Middle Area, and the Chimney Area, with the Chimney Area divided between the North Chimney Area and South Chimney Area by the northern boundary of the Jupiter Grade, as depicted in the map attached as **Exhibit A**, as follows:

A. **SFWMD and the County's Conveyances of North Chimney Properties to BAM.** SFWMD and the County agree to convey all real property owned by SFWMD and the County jointly and individually within the North Chimney Area of PBH, which is comprised of approximately 559 acres ("Government-Owned North Chimney Properties"),

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<sup>1</sup> All acreages referenced within this Agreement are approximations which will be verified by BAM, SFWMD, and the County prior to the transfer of any properties.

to BAM in fee simple. Properties situated along the Jupiter Grade shall be divided such that only those portions lying north of the Jupiter Grade are conveyed to BAM. This conveyance shall occur at a fixed exchange rate of 1 acre of Government-Owned North Chimney Area property for 2 acres of BAM-owned property located within the Middle and East Areas of PBH. The total acreage exchanged shall provide SFWMD with approximately 1,118 credit acres to exchange for BAM-owned properties in the East and Middle Areas. All Government-Owned North Chimney Properties shall be conveyed "as is." However, SFWMD and the County represent and warrant that there are no unrecorded encumbrances, leases, or other agreements which would affect BAM's interests in the North Chimney Properties.

**B. BAM's Conveyances to SFWMD and the County.** BAM agrees to convey all real property it owns within the East and Middle Areas of PBH to SFWMD and/or the County to be held in fee simple in a manner consistent with paragraph 4 below and as follows:

i. **East Area Conveyance.** BAM will convey by trade all properties it owns within the East Area of PBH, which is comprised of approximately 602 acres ("BAM's East Properties for Swap"), to SFWMD and/or the County in fee simple. Deducting these approximately 602 acres of real property from the approximately 1,118 credit acres subject to the land exchange leaves SFWMD and/or the County with approximately 516 remaining credit acres to trade for BAM-owned properties in the Middle Area. Included in these East Area parcels, BAM specifically agrees to convey its approximately 5.35-acre parcel known as the "Farm," with Parcel ID 12-40-40-000-400-01560-9, as part of this conveyance. BAM's East Properties for Swap shall be conveyed "as is." However, BAM represents and warrants that there are no unrecorded encumbrances, leases with third parties, or other agreements which would affect SFWMD's and the County's interests in the East Properties conveyed. Any existing lease agreements with BAM affiliates shall be terminated before closing.

ii. **Middle Area Conveyance.** BAM will convey by trade approximately 516 acres of its approximate 1,129 acres of real property within the Middle Area of PBH ("BAM's Middle Properties for Swap") to SFWMD and/or the County in fee simple. Upon completing this exchange, BAM will retain approximately 613 acres of real property to be purchased by SFWMD and/or the County in the Middle Area as provided in Paragraph 3(C) below, which constitutes all real property that BAM owns in the Middle Area. BAM's Middle Properties for Swap shall be conveyed "as is." However, BAM represents and warrants that there are no unrecorded encumbrances, leases, or other agreements which would affect the SFWMD's and the County's interests in the Middle Properties conveyed.

C. **SFWMD and the County's Purchase of BAM's Remaining Middle Area Property and the South Chimney Area.** SFWMD and/or the County agree to purchase the remaining acreage owned by BAM within the Middle Area (to wit, the approximately 613 acres of real property not included in BAM's Middle Properties for Swap and all BAM-owned property in the South Chimney Area, including all property lying on and/or south of the Jupiter Grade) (collectively, "BAM's Remaining Properties for Purchase") consistent with paragraph 4 herein, at a fixed price of \$19,000.00 (Nineteen Thousand Dollars) per acre ("Per Acre Settlement Payment"). SFWMD, the County, and BAM stipulate that the Per Acre Settlement Payment does not reflect SFWMD's, the County's, or BAM's perceived value of the real property to be exchanged and/or acquired through this Agreement. Properties situated along the Jupiter Grade shall be divided such that only those portions lying north of the Jupiter Grade are owned by BAM following the conveyances contemplated by this Agreement, and BAM will retain no properties lying south of, or on, the Jupiter Grade. BAM's Remaining Properties for Purchase shall be conveyed "as is." However, BAM represents and warrants that there are no unrecorded encumbrances, leases, or other agreements which would affect the SFWMD's and the County's interests in BAM's Remaining Properties located in the Middle Area and the South Chimney Area.

D. **BAM's North Chimney Area Properties.** Nothing in this Agreement shall impair the alienability of BAM's properties in the North Chimney Area, whether currently owned or to be transferred, pursuant to the trade contemplated herein, nor shall it affect BAM's ability to acquire additional land in the North Chimney Area at any time.

4. **Transaction Schedule.** This Agreement provides for a total of six (6) transactions. SFWMD and/or the County shall deposit the total purchase price for each transaction below into BAM's bank account of choice, or, at BAM's sole discretion, to BAM's designated 1031 Exchange agent (the "Closing Agent" or "Escrow Agent"). BAM shall provide payment instructions to SFWMD and the County at least three (3) days prior to the closings. The six (6) transactions shall take place as follows:

- A. **Transaction 1:** The Trade, as per Paragraphs 3 (A) and (B) above, shall occur on or before ninety (90) days from the date of the last Board Approval, as per Paragraph 2 above.
- B. **Transaction 2:** Also within 90 days of the last Board Approval, as per Paragraph 2 above, BAM shall transfer no less than 30 acres from its holdings in the Middle Area or South Chimney to SFWMD and/or Martin County, at the rate of \$19,000 per acre. SFWMD/Martin County shall choose the parcels to be acquired and retains the option to acquire over and above the 30 acres. Transactions 1 and 2 shall occur concurrently.

- C. **Transaction 3:** Within one hundred and eighty days (180) of the last Board Approval, as per Paragraph 2 above, BAM shall transfer no less than an additional 30 acres from its holdings in the Middle Area or South Chimney to SFWMD and/or Martin County, at the rate of \$19,000 per acre. SFWMD/Martin County shall choose the parcels to be acquired and retains the option to acquire over and above the 30 additional acres.
- D. **Transaction 4:** Within two-hundred and seventy (270) days of the last Board Approval, as per Paragraph 2 above, BAM shall transfer no less than an additional 30 acres from its holdings in the Middle Area or South Chimney to SFWMD and/or Martin County, at the rate of \$19,000 per acre. SFWMD/Martin County shall choose the parcels to be acquired and retains the option to acquire over and above the 30 additional acres.
- E. **Transaction 5:** Within three hundred and sixty-five (365) days of the last Board Approval, as per Paragraph 2 above, BAM shall transfer no less than 30 acres from its holdings in the Middle Area or South Chimney to SFWMD and/or Martin County, at the rate of \$19,000/acre. SFWMD/Martin County shall choose the parcels to be acquired and retains the option to acquire over and above the 30 additional acres. BAM agrees and understands that any Middle and South Chimney properties not transferred within the District's and Martin County's fiscal year 2025 will be subject to SFWMD and Martin County Board approval for fiscal year 2026. Both SFWMD and the County shall direct their respective staff to prepare and submit the necessary budget recommendation for approval of these funds to their respective Boards.
- F. **Transaction 6:** Within four hundred and fifty (450) day of the last Board Approval, as per Paragraph 2 above, BAM shall transfer its remaining acres from its holdings in the Middle Area and South Chimney to SFWMD and/or Martin County, at the rate of \$19,000/acre. BAM agrees and understands that any Middle and South Chimney properties not transferred within the District's and Martin County's fiscal year 2025 will be subject to SFWMD and Martin County Board approval for fiscal year 2026. Both SFWMD and the County shall direct their respective staff to prepare and submit the necessary budget recommendation for approval to their respective Boards.

5. **Option to Consolidate and Expedite Transaction Schedule.** Nothing provided in Paragraph 4 shall be construed to prevent SFWMD, the County, and BAM from consolidating these transactions and conveying any and all parcels in excess of what is contemplated in Paragraph 4 and at an earlier closing date in the event the closing funds are available, and SFWMD, the County, and BAM are ready, willing and able to close before said closing(s) are scheduled to occur. However, in no event shall SFWMD, the County, and BAM acquire and/or convey fewer acres than what is provided in the proposed schedule in Paragraph 4.

6. **Time Is of the Essence.** Time is of the essence for each of the six (6) transactions. Calendar days, based on where the property subject to this Agreement is located, shall be used in computing time periods. Unless otherwise specified herein, any time periods provided for or dates specified in this Agreement, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

7. **Best Efforts Required.** The Parties agree to reasonably cooperate with one another in good faith to consummate their own duties under the Agreement. SFWMD and the County hereby acknowledge that time is of the essence and agree in good faith to use their best efforts to secure all necessary funds and/or complete all necessary actions to facilitate the closing as soon as practicably possible and agree to periodically provide information and updates to BAM reflecting its best efforts to comply with all terms herein.

8. **BAM Parcel List.** BAM agrees to deliver to SFWMD and the County a complete and updated list of all parcels owned by BAM in the East Area, Middle Area, and South Chimney Area within thirty (30) days from the date of this Agreement.

9. **SFWMD/County Parcel List.** SFWMD and the County agree to deliver to BAM a complete and updated list of all parcels owned by SFWMD and the County, jointly and individually, in the North Chimney Area within 30 days from the date of this Agreement.

10. **No Representation or Warranties as to Marketability of Title.** SFWMD, the County, and BAM expressly disclaim, and make no representations or warranties, whether express or implied, as to the marketability of title, quality, condition, or any other aspect of the land being conveyed under this Agreement. All properties conveyed by SFWMD, the County, and BAM shall be transferred "as is," without any guarantees as to the title of any such property or the existence of any unrecorded encumbrances, defects, or claims that may affect title. SFWMD, the County, and BAM acknowledge and agree that any due diligence or title examination concerning the land conveyed (whether by trade or purchase) shall be the sole responsibility of the receiving party and no Party shall be liable for any claims, losses, or damages arising from title issues related to the land conveyed.

11. **Representation and Warranties as to Unrecorded Encumbrances on Properties Conveyed.** BAM, SFWMD, and the County represent and warrant that there are no unrecorded encumbrances, leases with unaffiliated third parties that cannot be terminated prior to closing, or other agreements which would affect SFWMD's, the County's, or BAM's respective interests to any of the properties conveyed as contemplated by this Agreement.

12. **Closing Costs.** With the exception of documentary stamp taxes, SFWMD, the County, and BAM shall be solely responsible for all closing costs associated with the conveyances

contemplated under this Agreement to them, respectively. This includes, but is not limited to, any and all costs related to title searches, title insurance, municipal lien searches, surveys, surtax on deed, recording fees, and any other expenses customarily or legally required to complete the transfer of title. No Party shall bear any responsibility for, nor shall it be liable for, any portion of the closing costs incurred in connection with the transactions under this Agreement for properties not conveyed to them. SFWMD, the County, and BAM agree that the conveyances by BAM are being given under threat of condemnation or as a part of an out-of-court settlement of condemnation proceedings are not subject to documentary stamp tax pursuant to F.A.C. Section 12B-4.013(13). At closing, SFWMD and the County shall pay all documentary stamp taxes due and payable, if any, in connection with the conveyance to BAM of BAM's Remaining Properties for Purchase.

**13. New Acquisitions Prohibited.** Upon execution of this Agreement, BAM, its agents, assigns, affiliates, successors, or any entity created, owned, or any way affiliated by or related to Joseph Zachary Gazza, agree to cease acquiring real property in the East Area, Middle Area, and South Chimney Area of PBH.

**14. Right of First Refusal.** In the event that BAM acquires any property within the East Area, Middle Area, or South Chimney Area of PBH after the latest Board date, or December 15, 2024, as a result of a mortgage default, deed in lieu of foreclosure, judicial foreclosure, or any similar reversionary event, or pursuant to any agreement between BAM and a landowner, SFWMD and/or the County shall have an exclusive right of first refusal to purchase such property. Under the right of first refusal, the SFWMD, the County, and BAM agree that the purchase price for such property shall be fixed at the Per Acre Settlement Payment amount of \$19,000.00 per acre. BAM shall notify SFWMD and the County within thirty (30) days of any such property reversion. SFWMD and the County shall have thirty (30) days from the receipt of such notice to confirm or reject their right of first refusal to acquire the reverted property. If SFWMD and/or the County exercise their right of first refusal, they shall have an additional sixty (60) days from the date of confirmation to close on the purchase of the property. Failure to confirm or to close within the designated periods shall be deemed a waiver of the right of first refusal for that specific property and BAM's ability to buy or sell said property will not be impacted. If the Board approvals are not obtained or the closings do not occur for any reason, this provision shall immediately terminate. If the closings occur, this provision shall survive said closings.

**15. Agreement to Permit Continued Vehicular Access in the East Area.** Defendants agree not to unreasonably restrict or interfere with PBH landowners' ability to access the East Area of PBH by vehicle, over and across the approximately one-mile access road connecting the East Area of PBH to SW Pratt Whitney Road. The SFWMD, FWC, and the County further agree not to erect any physical barriers on SFWMD or County property within the East area that interfere with PBH landowners' ability to access the perimeter road bordering the east, north, and west sides of the East Area all the way to, but not including Gate "A," which will remain

as depicted in the map attached as **Exhibit A**. However, BAM agrees and understands that the SFWMD does not own or control the perimeter road bordering the east, north, and west sides of the East Area, and that while the SFWMD and FWC agree to not block access to this perimeter road, it cannot, and does not, make any representations as to the continued use or physical condition of the perimeter road.

Nothing in this provision shall limit or affect SFWMD, and Defendants' as applicable, right to restrict or regulate vehicular access by members of the general public (i.e., non-PBH landowners). Further, nothing in this provision shall preclude Defendants from otherwise enforcing compliance with applicable laws and/or regulating vehicular access in a manner that is consistent with the governing rules, regulations, codes, and/or statutes.

**16. Agreement Regarding the Farm Property.** The Farm property (Parcel ID 12-40-40-000-400-01560-9) is included in the acreage to be traded by BAM to SFWMD and the County. However, SFWMD and/or the County agree to undertake diligent efforts to expand the corner of the existing trail turning north to allow for two-way vehicular traffic over the perimeter road bordering the east side of the East Area. Defendants commit to taking no action that would restrict or impair the access rights of PBH landowners while the necessary improvements are being made.

**17. Retention of Bollards and Gates.** BAM acknowledges and agrees that nothing in this Agreement shall require Defendants to remove the bollards and gates currently installed, including those located off Beeline Highway (referred to in the Second Amended Complaint as the "Second Property and Gate") and the internal gate (referred to as the "First Property and Gate").

**18. 1031 Exchange.** If BAM elects, at its sole discretion, to enter into a like-kind exchange (either simultaneously with closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), SFWMD and the County shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, that SFWMD and the County shall incur no liability or expense related to the Exchange, and closing under this Agreement shall not be contingent upon, nor extended or delayed by, such Exchange.

**19. Defendants' Waiver of Claims.** To the extent permitted by law, SFWMD and the County waive any claims against BAM and against any real estate licensee involved in the negotiation of this Agreement for any damage or defects pertaining to the physical condition of BAM-owned property that may exist at closing under this Agreement and be subsequently discovered by the Defendants or anyone claiming by, through, under or against Defendants. This provision shall survive closing.

**20. Abatement and Continuance of Litigation Pending Settlement Approval.** Upon the execution of this Agreement, the Parties agree to jointly submit to the Court an agreed stipulation for abatement and continuance of the trial presently scheduled for the one-week period of December 16, 2024, pending approval or disapproval of the Boards as described in Paragraph

2 above. The Parties also agree that said Motion will incorporate by reference this executed Agreement and will request the Court accept continued, limited jurisdiction post-closing for enforcement purposes, as described in paragraph 38 below. In the event this Agreement is not approved by the Board and Commission, the Parties agree to jointly request, as soon as reasonably possible, a Status Conference with the Court for purposes of continuing the Litigation and for the scheduling of future hearings and trial dates.

**21. Dismissal of Litigation with Prejudice.** BAM agrees to dismiss the Litigation with prejudice, with each party bearing their own fees and costs, within twenty-four (24) hours of the final closing (i.e., Transaction Six or sooner if SFWMD, the County, and BAM close beforehand). In the event this Agreement is terminated prior to closing, BAM shall have the options to continue the Litigation as if this Agreement had not been executed, and/or to seek specific performance of this Agreement. This provision shall expressly survive both closing and any termination of the Agreement.

**22. Joint Drafting.** The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement such that should any ambiguity, uncertainty or question of intent or interpretation arise, the Agreement shall be construed as if drafted jointly and shall not be interpreted against any Party in favor of the other(s).

**23. Full Release as to Defendants.** Except as to the rights and obligations created by this Agreement, for and in consideration of the agreements made herein, BAM, and its respective past and present employees, officers, directors, board members, predecessors, successors, assigns, attorneys, and representatives (the "BAM Releasing Party"), hereby completely and fully remise, release, acquit, and forever discharge the Defendants, and any and all of its past and present employees, officers, directors, board members, predecessors, successors, assigns, attorneys, and representatives ("Government Released Parties"), from any and all rights, claims, demands, lawsuits, actions, causes of action, obligations, damages, costs, losses, assessments, penalties, recoveries, judgments, interest, fees (including attorneys' fees), expenses, and liabilities of any kind or nature whatsoever, whether legal, equitable, or statutory, liquidated or unliquidated, known or unknown, suspected or unsuspected, reasonably discoverable or not, present, fixed, or contingent, that the Releasing Party ever had, now has, or could have, against the Released Parties relating to or arising out of the Litigation and/or the Second Amended Complaint ("BAM's Released Claims"). This release shall in no way limit or impair BAM's rights to seek specific performance, injunctive relief, or other equitable remedies arising from or related to this Agreement. Notwithstanding the above, BAM is expressly not precluded from continuing the Litigation, including pursuing all claims, rights, and remedies under the law, in the event that this Agreement is terminated due to lack of approvals as set forth in Paragraph 2 above. In such an event, BAM retains all rights to resume litigation as though this Agreement had never been executed.

**24. Full Release as to Plaintiff.** Except as to the rights and obligations created by this Agreement, for and in consideration of the agreements made herein, SFWMD, TIITF, Martin

County, and FWC, and its respective past and present employees, officials, agents, officers, directors, board members, predecessors, successors, assigns, attorneys, and representatives (the "Government Releasing Parties"), hereby completely and fully remise, release, acquit, and forever discharge the Plaintiff, and any and all of its past and present employees, officers, directors, board members, predecessors, successors, assigns, attorneys, and representatives (the "BAM Released Party"), from any and all rights, claims, defenses, demands, lawsuits, actions, causes of action, obligations, damages, costs, losses, assessments, penalties, recoveries, judgments, interest, fees (including attorneys' fees), expenses, and liabilities of any kind or nature whatsoever, whether legal, equitable, or statutory, liquidated or unliquidated, known or unknown, suspected or unsuspected, reasonably discoverable or not, present, fixed, or contingent, that the Releasing Parties ever had, now has, or could have, against the Released Party relating to or arising out of the Lawsuit and/or the Second Amended Complaint ("Government's Released Claims").

**25. No Admission of Liability.** Nothing herein shall be construed as an admission by any Party of any liability of any kind. The Parties to this Agreement deny liability and make no admission of any wrongdoing and enter this Agreement solely to resolve the Litigation and buy their peace.

**26. Parties Bound.** Each Party represents and warrants that they have consulted with the attorneys of their choice concerning this Agreement and all matters covered by it, that their attorneys have reviewed this Agreement, that they have been fully advised by their attorneys with respect to their rights, and, with respect to the execution of this Agreement, that they have executed this Agreement only after securing the advice of their attorneys.

**27. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of law principles. Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in a court of competent jurisdiction located in Martin County, Florida. The Parties each expressly waive the right to a jury trial and agree that any disputes regarding the Agreement shall be tried by the Court without a jury.

**28. Successors.** This Agreement shall be binding upon and inure to the benefit of the successors of each Party.

**29. No Assignment.** BAM represents and warrants that prior to the execution of this Agreement it has not assigned to any other person or entity any of its Released Claims.

**30. Amendment and Modification.** This Agreement shall only be amended, modified, or supplemented by an agreement in writing signed by each Party.

**31. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

32. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

33. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

34. **Warranty of Capacity to Execute this Agreement.** The Parties represent and warrant that they have the right and authority to execute this Agreement and to receive the consideration specified in it, and that no other person or entity has any interest in the liability, rights, claims, demands, damages, costs, expenses, actions, causes of action, suits of liability, or controversies which are the subject of this Agreement.

35. **No Inducement.** By signing this Agreement, the Parties to this Agreement acknowledge that: (1) they have had a full and complete opportunity to review the terms of this Agreement and confer with counsel of their choosing regarding the terms, that such legal counsel has answered any question they may have regarding the terms, and that they understand the terms fully and completely; (2) that they were not fraudulently induced, coerced, or intimidated into signing this Agreement, but rather entered into this Agreement knowingly and voluntarily; and (3) no promise, representation, inducement, agreement or warranty other than those specifically set forth herein have been made or relied upon in executing this Agreement.

36. **Headings.** The headings of the provisions herein are intended for reference only, and the same shall not be, nor deemed to be, interpretative of the contents of such provision.

37. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the Parties to this Agreement with respect to its subject matter, superseding all prior or contemporaneous communications, agreements, and understandings, oral or written, with respect to that subject matter. Any modifications to, or extensions of, this Agreement shall be in writing and executed by all Parties. This Agreement shall extend to and inure to the benefit of and be binding upon the signatories hereto and their subsidiaries, successors, and assigns.

38. **Court to Retain Jurisdiction for Enforcement Purposes.** The Parties agree to ask the Court to retain jurisdiction of this litigation for the purpose of resolving any claims related to enforcement of this Agreement, including for specific performance, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement. As to enforcement of the other provisions of this Agreement besides the closing, the provision will survive closing.

39. **Enforcement Fees and Costs.** If any legal action or other proceeding is brought

for the enforcement of this Agreement or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing Party shall be paid its reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, even if not taxable as court costs (including, without limitation, such fees, costs and expenses incident to appeals, in addition to any other relief which such Party may be entitled). However, TITF is excluded from this enforcement fees and costs provision. The Parties agree to include in any Order of Dismissal that the Court retain jurisdiction to enforce the terms of this Agreement and to issue further Orders as may be appropriate to effectuate same.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the date indicated below their signature.

Be a Man Buy Land, LLC

DocuSigned by:  
By: Joseph Zachary Gazza  
29ACF44538CA45F...

Name: Joseph Zachary Gazza

Its: Managing Member

Date: 10/17/2024

Florida Fish and Wildlife Conservation Commission

By: Thomas Reinert

Name: Thomas R. Reinert, Ph.D.

Its: Regional Director-South

Date: 10/21/2024

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

By: Callie DeHaven

Name: Callie DeHaven

Its: Director of State Lands

Date: 10/21/2024

South Florida Water Management District

By: Ray Palmer

Name: Ray Palmer

Its: Real Estate Bureau Chief

Date: 10/18/2024

Martin County, a political subdivision of the State of Florida

By: Don G. Donaldson

Name: Don G. Donaldson

Its: County Administrator

Date: 10/22/2024

