

## Vacant Land Contract

- 1 **1. Sale and Purchase ("Contract"):** Martin County, a political subdivision of the State of Florida  
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: 3500 SW Palm City School Ave., Palm City, FL  
6 Legal Description: \_\_\_\_\_  
7 Tract 58 in 18-38-41, Palm City Farms PB 6/42, Palm Beach (Now Martin) County, FL.  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 SEC 18 /TWP / 38 /RNG 41 of Martin County, Florida. Real Property ID No.: 18-38-41-000-058-00000-4  
12 including all improvements existing on the Property and the following ~~additional property~~: conveyance via donation  
13 that portion of the property west of SW Newberry Ct. to Martin County for stormwater and drainage purposes.
- 14 **2. Purchase Price:** (U.S. currency) ..... \$ 3,200,000.00  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16 Escrow Agent's Name: Robert A. Burson, PA  
17 Escrow Agent's Contact Person: Bob Burson  
18 Escrow Agent's Address: PO Box 1620, Stuart, FL 34995  
19 Escrow Agent's Phone: 772-286-1616  
20 Escrow Agent's Email: jo@robertburson.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22 ☐ accompanies offer  
23 ☐ will be delivered to Escrow Agent within \_\_\_\_\_ days \_\_\_\_\_ 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: ..... \$ \_\_\_\_\_
- 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 \_\_\_\_\_, 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 on or before 60 days ("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

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

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

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

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

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

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

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

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

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) \_\_\_\_\_

interest rate of \_\_\_\_\_ which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

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

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

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

(Check one) ☐ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

(Check one)

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

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

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

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

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

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

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

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

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

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

- (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 3 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)~~  
Estoppel Fee(s)  
Other: \_\_\_\_\_

**(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: Documentary Stamps and recording fees

**(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.

**(e) PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

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

275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer  
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting  
277 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be  
278 liable for the full amount of the brokerage fee.

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

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

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

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

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

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

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. Buyer is solely responsible for all closing costs and fees associated with the purchase of this property including but not limited to Doc Stamps.**

**B. Buyer is solely responsible for the fulfillment of payment obligations to realtor/broker as the County does not pay commissions.**

**C. This Contract in its draft form has been conditionally approved by Martin County Board of County Commissioners.**

**D. In any litigation 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 369 on Page 8 of 8.]

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

ATTENTION: SELLER AND BUYER

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

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

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

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

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

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

Print name: Martin County Board of County Commissioners - Administrator or Designee

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

Address: 2401 SE Monterey Rd., Stuart, Florida 34996

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

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