

Martin County, a political subdivision of the State of Florida 2401 S.E. Monterey Road, 2nd Flr. Stuart, Florida 34996 ATTN: Carla Segura



Vacant Land Contract

1. Sale and Purchase ("Contract"): Elise J. LLC, a Florida limited liability company ("Seller") and Martin County Board of County Commissioners ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: NA

Legal Description:

The East one-half of Section 6, Township 40 South, Range 41 East; together with an Easement for Ingress and Egress as described in Official Records Book 2099, Page 2635, Public Records of Martin County, Florida

SEC 06 /TWP / 40 /RNG 42 of Martin County County, Florida. Real Property ID No.: 06-40-41-000-000-00010-5 including all improvements existing on the Property and the following additional property: NONE

2. Purchase Price: (U.S. currency) \$ 3,400,000.00

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

Escrow Agent's Name: Robert A. Burson, PA

Escrow Agent's Contact Person: Robert Burson

Escrow Agent's Address: PO Box 1620, Stuart, FL 34995

Escrow Agent's Phone: (772) 286-1616

Escrow Agent's Email: bob@robertburson.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

checkbox accompanies offer

checkbox will be delivered to Escrow Agent within days (3 days if left blank) after Effective Date

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

checkbox within days (10 days if left blank) after Effective Date

checkbox within days (3 days if left blank) after expiration of Due Diligence Period

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ -0-

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 3,400,000.00

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

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before February 27, 2026, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 2 days after the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on within 90 days of Eff. Date ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not 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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- 163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
- 164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.
- 165 (2)  **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes,
- 166 including being satisfied that either public sewerage and water are available to the Property or the
- 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
- 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
- 169 concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract
- 170 is not contingent on **Buyer** conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
- 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
- 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies
- 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
- 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 178 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
- 179 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
- 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 184 with the shore line of the Property being purchased.
- 185  **Buyer** waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

187 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title

188 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to

189 **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) ~~and brokerage fee to~~

190 ~~Broker as per Paragraph 21~~. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the

191 costs indicated below.

- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 ~~Title evidence (if applicable under Paragraph 9)~~
- 196 Estoppel Fee(s)
- 197 Other: Real Property Taxes, Documentary Stamps, any broker fees
- 198 (b) **Buyer Costs:**
- 199 ~~Taxes and recording fees on notes and mortgages~~
- 200 ~~Recording fees on the deed and financing statements~~
- 201 ~~Loan expenses~~
- 202 Title evidence (if applicable under Paragraph 8)
- 203 ~~Lender's title policy at the simultaneous issue rate~~
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207 Other: \_\_\_\_\_
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
- 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
- 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
- 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will
- 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
- 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
- 215 resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in
- 216 installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
- 217 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
- 218 Homeowners' or Condominium Association.

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219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
222 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
223 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**  
224 **COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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

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

233 **11. Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time  
234 **periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided**  
235 **for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall**  
236 **end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal**  
237 **holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday,**  
238 **or a day on which a national legal holiday is observed. Time is of the essence in this Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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326	<hr/>	
327	<b>Seller's Sales Associate/License No.</b>	<b>Buyer's Sales Associate/License No.</b>
328	<hr/>	
329	<b>Seller's Sales Associate Email Address</b>	<b>Buyer's Sales Associate Email Address</b>
330	<hr/>	
331	<hr/>	
332	<b>Seller's Sales Associate Phone Number</b>	<b>Buyer's Sales Associate Phone Number</b>
333	<hr/>	
334	<hr/>	
335	<b>Listing Brokerage</b>	<b>Buyer's Brokerage</b>
336	<hr/>	
337	<hr/>	
338	<b>Listing Brokerage Address</b>	<b>Buyer's Brokerage Address</b>
	<hr/>	

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

346 **23. Additional Terms:** \_\_\_\_\_  
 347 ***A. During the Due Diligence Period, Buyer shall have the sole, absolute, complete and unconditional right for any***  
 348 ***reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such***  
 349 ***written notice of such termination to the seller prior to the expiration date.***  
 350 ***B. Seller is solely responsible for the fulfillment of payment obligations to any realtor/broker as the County does***  
 351 ***not pay commissions.***  
 352 ***C. This contract shall first be conditionally executed by the Martin County Administrator, an Assistant County***  
 353 ***Administrator or any authorized person on behalf of the buyer. The condition shall be the acceptance by Seller***  
 354 ***and subsequent approval by the Martin County Board of County Commissioners. Buyer recognizes that they are***  
 355 ***not represented by a real estate broker.***  
 356 ***D. This Contract is contingent upon approval of Martin County Board of County Commissioners.***  
 357 ***E. The execution of final sale documents and the closing of this transaction are contingent upon final approval of***  
 358 ***Martin County Board of County Commissioners.***  
 359 ***F. In any litigation permitted by this Contract, each party shall bear their own costs and fees, including attorney***  
 360 ***fees and shall survive closing or termination of this Contract.***  
 361 \_\_\_\_\_  
 362

**COUNTER-OFFER/REJECTION**

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

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

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

370 **ATTENTION: SELLER AND BUYER**

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

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

379  
380 **Buyer:**  Date: 2/1/20  
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: 772-288-5793 Fax: \_\_\_\_\_ Email: mjohns@martin.fl.us

387 **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
388 Print name: Rina Fern  mpanny  
389 **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
390 Print name: Rina Fern  
391 **Seller's address for purpose of notice:**  
392 Address: PO Box 1341, Loxahatchee, FL 33470 PO BOX 1670 BOCA RATON FL 33429  
393 Phone: 863-557-0320 Fax: \_\_\_\_\_ Email: bo@saundersrealestate.com  
5616018471 fernrina@comcast.net

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

---

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

---

SEBASTIAN FOX, SENIOR ASSISTANT COUNTY  
ATTORNEY