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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 19-2.12

WHEREAS, Martin County needs a Warranty Deed, from Andrew Peter Andrushko, for Lots 20 21, 22, 23 and 24, Block 3, Dixie Park, for additional road right of way for a bridge facility and utility related equipment along SE Dixie Highway, just north of SE Grafton Avenue, in Stuart, and

WHEREAS, by document entitled "Warranty Deed" executed on April 5, 2019, by Andrew Peter Andrushko, grants to Martin County five (5) vacant lots for an upcoming road and utility project; and


WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby accepts and approves the Warranty Deed from Andrew Peter Andrushko.

DULY PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019.

ATTEST:


CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:


KRISTA A. STOREY; ACTING COUNTY
ATTORNEY



Upon Recording Return Instrument To:

Community Land Title & Research
2400 SE Veterans Memorial Pkwy, Ste. 214
Port St. Lucie, Florida 34952

This instrument prepared by
Carla Segura for:
Martin County Board of County Commissioners
Real Property Division
2401 SE Monterey Road, Stuart, FL 34996

Project Name: Dixie Hwy Andrushko - RPM#3089
Parcel 1 PCN: 30-38-42-001-003-00200-0
Parcel 2 PCN: 30-38-42-001-003-00230-4

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WARRANTY DEED

(STATUTORY FORM - SECTION 689.02 F.S.)

THIS INDENTURE, made this 5th day of April, 2019, between **ANDREW PETER ANDRUSHKO**, a single man, whose mailing address is 1500 Presidential Way, Apt. 104, West Palm Beach, Florida 33401, Grantor, and **MARTIN COUNTY**, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand, the receipt whereof is hereby acknowledged, has granted, bargained and sold, the following described land, situate, lying and being in Martin County, Florida, to-wit:

Parcel 1: Lots 20, 21 and 22, Block 3, East of Ditch and LESS the South 35 feet thereof for road right-of-way and Florida Department of Transportation ditch right-of-way, **DIXIE PARK SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 11, Page 20, of the Public Records of Palm Beach (now Martin) County, Florida.

and

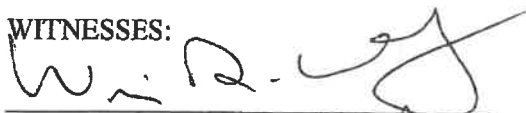
Parcel 2: Lots 23 and 24, Block 3, **DIXIE PARK SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 11, Page 20, of the Public Records of Palm Beach (now Martin) County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations and easements of record; zoning and other regulatory ordinances; and taxes for the year 2018 and subsequent years, and does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor further warrants that there are no mortgages encumbering the Premises.

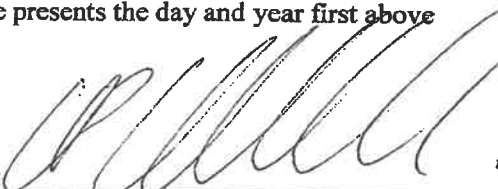
IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

WITNESSES:



Print Name: William D. Anderson Jr

BY:



ANDREW PETER ANDRUSHKO

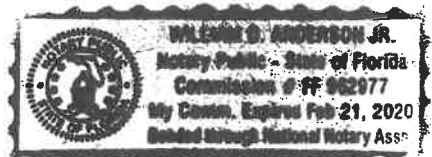


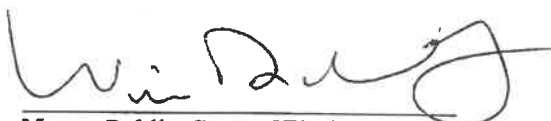
Print Name: JoAnna C. Anderson

STATE OF FLORIDA,
COUNTY OF MARTIN,

The foregoing instrument was acknowledged before me this 5th day of April, 2019, by ANDREW PETER ANDRUSHKO, who is () personally known to me or () has produced _____ as identification.

(NOTARY PUBLIC)





Notary Public, State of Florida

Print Name: William D. Anderson Jr

My Commission Expires: _____

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



1. **Sale and Purchase:** Andrew Peter Andrushko ("Seller")
and Martin County, a political subdivision of the State of Florida ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: Dixie Park, Lots 20, 21, 22, 23 & 24, Block 3

Legal Description:

Lots 20, 21, 22, 23, & 24, Block 3, Dixie Park, as recorded in Plat Book 11, Page 20, Public Records of Palm Beach County, Florida now lying and being in Martin County, Florida PCN# 30-38-42-001-003-00200-0
and 30-38-42-001-003-00230-4

SEC / TWP / RNG of Martin County, Florida. Real Property ID No.: ****See Above****
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency).....\$ 22,500.00

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

Escrow Agent's Name: Community Land Title & ResearchEscrow Agent's Contact Person: Bob or Sally Booth

Escrow Agent's Address: 2400 SE Veterans Memorial Parkway, Suite 214, PSL, FL 34952

Escrow Agent's Phone: (772) 337-3335

Escrow Agent's Email: bob@communitylandtitle.net

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

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date\$ 0.00

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

☐ within _____ days (10 days if left blank) after Effective Date☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$

(d) Other: Associated costs and expenses

(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\$ 30,000.00

(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 ☐ lot ☐ acre ☐ square foot ☐ 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 7(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 7, 2019, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 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 W/in 90 days of Effective 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 Feasibility Study 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.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**

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

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

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

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

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

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

79* LN# _____ In the approximate amount of \$ _____ currently payable at
80* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
81* ☐ fixed ☐ other (describe) _____
82* interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the
83* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
84* purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or
85* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
86* failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
87* Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
88*

89* **6. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this
90* contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

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

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

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

101* (Check one) ☒ within 14 days after Effective Date ☐ at least _____ days before Closing Date,

102* (Check one)

103* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
106* paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
107* Buyer within 15 days after Effective Date.

Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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

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

124 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
129 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

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

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

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

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

161* (2) ☒ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162 ~~being satisfied that either public sewerage and water are available to the Property or the Property will be~~
163 ~~approved for the installation of a well and/or private sewerage disposal system~~ and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
165 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
166 contingent on Buyer conducting any further investigations.
167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
169 expired or if Paragraph 8(a)(2) is selected.
170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government
171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
172 to improving the Property and rebuilding in the event of casualty.
173 (d) ~~Coastal Construction Control Line (CCCL): If any part of the Property lies seaward of the CCCL as~~
174 ~~defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required~~
175 ~~by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The~~
176 ~~Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that~~
177 ~~govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach~~
178 ~~nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida~~
179 ~~Department of Environmental Protection, including whether there are significant erosion conditions associated~~
180 ~~with the shore line of the Property being purchased.~~
181 ~~☐ Buyer waives the right to receive a CCCL affidavit or survey.~~

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

188 (a) **Seller Costs:**
189 Taxes on deed
190 Recording fees for documents needed to cure title
191 Title evidence (if applicable under Paragraph 7)
192 Other: Taxes on Deed per Florida Statute 201.01
193 (b) **Buyer Costs:**
194 ~~Taxes and recording fees on notes and mortgages~~
195 Recording fees on the deed and financing statements
196 ~~Loan expenses~~
197 Title evidence (if applicable under Paragraph 7)
198 Lender's title policy at the simultaneous issue rate
199 Inspections
200 Survey
201 Insurance
202 Other:

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

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

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

~~220 (d) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by~~
221 **FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at**
222 **closing.**
223 **(g) 1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in
232 this contract.

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

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

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

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

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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

each party agrees to be responsible for its own

278 16. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, ~~the prevailing party shall be entitled to~~
279 ~~recover from the non-prevailing party~~ costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

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

316 20. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321 (a) None (Seller's Broker)
322 will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other
323 (specify): _____

324 (b) None (Buyer's Broker)
325 will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of
326 compensation ☐ other (specify): _____

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; ~~or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract~~ each party agrees to be responsible for its own

16. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, ~~the prevailing party shall be entitled to recover from the non-prevailing party~~ costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

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

20. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) None (Seller's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) None (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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327- 21. Additional Terms:
328 ~~Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorney's fees, arising out of or from this Contract, whether or not caused in whole or in part by the negligence of Seller.~~
329 ~~Buyer shall defend, indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorney's fees, arising out of or from this Contract, whether or not caused in whole or in part by the negligence of Seller.~~
330
331 B. During the Due Diligence Period Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause
332 or obligation to state a cause, to terminate this Contract by delivering written notice of such termination to the Seller prior to the expiration of the Due
333 Diligence Period.
334
335 C. This Contract shall first be conditionally executed by the Martin County Administrator, an Assistant County Administrator, or any other authorized
336 person on behalf of Buyer. The condition shall be the acceptance by Seller and subsequent approval by the Martin County Board of County
337 Commissioners (MCBOCC). The Contract as conditionally signed by Buyer or as conditionally signed by Buyer and Seller is referred to in this Contract
338 as the "Conditional Contract". Seller shall have 10 days after the date of delivery of the Conditional Contract to Seller in which to accept, execute and
339 deliver the original of the Conditional Contract to the MCBOCC, Real Property Manager, 2401 SE Monterey Road, Stuart, FL 34996. If not delivered by
340 Seller to Buyer within such time period, Buyer may at any time thereafter revoke the offer. As soon as administratively possible after receipt of the
341 Conditional Contract signed by Seller, the Conditional Contract shall be submitted to the MCBOCC for consideration and for approval or rejection.
342

343 COUNTER-OFFER/REJECTION

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

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

349- Buyer:  Date: 1/31/2019

350- Print name: Teryn Kryza, County Administrator, Martin County Board of County Commissioners

351- Buyer: _____ Date: _____

352- Print name: Martin County, a political subdivision of the State of Florida (see attached signature page)

353 Buyer's address for purpose of notice:

354- Address: 2401 SE Monterey Rd., Stuart, FL 34996

355- Phone: (772) 221-2354

Fax: (772) 288-5955

Email: csegura@martin.fl.us

356- Seller:  Date: 5/FEB/2019

357- Print name: Andrew Peter Andrushko

358- Seller: _____ Date: _____

359- Print name: _____

360 Seller's address for purpose of notice:

361- Address: 1500 Presidential Way, Apt. 104, West Palm Beach, FL 33401

362- Phone: (772) 283-2411

Fax: (772) 283-2419

Email: advantage2@bellsouth.net

363- Effective Date: _____ (The date on which the last party signed or initialed and delivered the
364 final offer or counter offer.)

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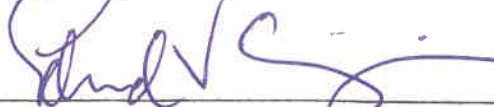
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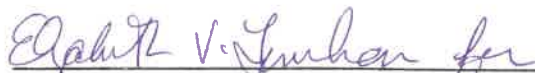
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