

LAND SWAP AGREEMENT

between

City of Port St. Lucie, Florida

and

School Board of St. Lucie County, Florida

LAND SWAP AGREEMENT

THIS LAND SWAP AGREEMENT (this "**Agreement**") is made on this ____ day of _____, 2024 ("**Effective Date**"), between the City of Port St. Lucie, a Florida municipal corporation ("**City**"), and School Board of St. Lucie County, Florida, a District school constituted as provided in Article IX, Section 4, of the Florida Constitution ("**District**").

RECITALS

WHEREAS, City owns and District desires to acquire, in fee simple, approximately 9.11 combined acres of real property described as Parcel 2, Phase 2, containing 4.973 acres as shown on said plat as recorded in Plat Book 30, Pages 3, 3A through 3B, of Public Records of St. Lucie County, Florida (Parcel ID: 3323-721-0010-000-8), and a 4.14 acres parcel located at 1171 SW California Boulevard, Port St. Lucie, Florida (Parcel ID: 3420-535-0005-000-7) (collectively, the "**City Land**"); and

WHEREAS, District owns and City desires to acquire, in fee simple, a 15.41 acre parcel located at 198 NW Marion Avenue, Port St. Lucie, Florida (Parcel ID: 3429-111-0025-000-8) (the "**District Land**"); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, based on the terms and conditions contained herein, agree as follows:

1. Exhibits and Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. The following Exhibits are attached to and are made a part of this Agreement:

Exhibit A – Special Warranty Deed to City
Exhibit B – Special Warranty Deed to District

2. Defined Terms. Terms used in this Agreement are defined in the section or subsection where the term first appears. For convenience, the following are additional defined terms which are used throughout this Agreement.

2.1 "**Business Day**". Any day other than a Saturday, Sunday or other day on which banking institutions in the State of Florida are authorized by law or executive action to close.

2.2 "**Governmental Approval**". Any land use or other consent, authorization, variance, waiver, license, permit, approval, development order, or entitlement issued or granted by or from any Governmental Authority and applicable to City Land.

2.3 "**Governmental Authority**". Any federal, state, county, municipal, or other governmental department, entity, authority, commission, District, bureau, court, or agency;

any insurance underwriting District or insurance inspection bureau; and any other body exercising similar functions.

2.4 **“Governmental Requirement”**. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued, applicable to City Land or this Agreement.

3. Exchange of Land. The parties agree that notwithstanding the ancillary expenses allocated as set forth in this Agreement, the City Land will be conveyed to District for no additional consideration. The parties further agree that the District Land will be conveyed to the City for additional consideration to be paid by the City in the amount of \$1,050,000.00.

4. Cash at Closing. On the Closing Date (as hereinafter defined), District and City shall deliver any amounts due at Closing to Foundation Title & Trust (the **“Title Agent”**), whose address is 14016 Spector Road, Lithia, FL 33547, by bank wire transfer of immediately available U.S. dollars, for disbursement in accordance with the terms hereof and according to any adjustments and prorations to which District or City may be entitled to under this Agreement.

5. Inspection Period. District will be permitted to inspect the City Land at District’s sole cost and expense and City will be permitted to inspect the District Land at City’s sole cost and expense, for a period beginning on the Effective Date and ending on the ninetieth (90th) day after the Effective Date (not including the Effective Date; said period of time hereinafter referred to as the **“Inspection Period”**).

5.1 Delivery of Due Diligence Items. Within five (5) Business Days after the Effective Date, City shall provide District access to any information and documents in City’s immediate possession pertaining to the City Land and District shall provide City access to any information and documents in District’s immediate possession pertaining to the District Land (the **“Due Diligence Items”**). The Due Diligence Items shall include, without limitation, any environmental reports, title reports, title insurance policies, surveys, and soil studies, if any, but excluding proprietary information and documents. District and City have the right to review the Due Diligence Items at any time during the Inspection Period and, in the event this Agreement remains in effect after expiration of the Inspection Period, at any time prior to Closing.

5.2 Inspections Permitted. During the Inspection Period, the parties and their partners, members, agents, officers, employees and contractors (collectively, the **“Inspection Parties”**) will have the right to enter upon City Land and the District Land for the purpose of making such tests, analyses and investigations as the parties may deem necessary or desirable. The parties understand and agree that any on-site inspections of the City Land and the District Land shall occur only: (i) at reasonable times during normal business hours agreed upon by City and District after at least one (1) Business Day’s prior written notice (which may be via email) to each respective party’s designated staff; and (ii) after delivery of evidence satisfactory to the parties that the insurance coverages described below are procured and maintained. Notwithstanding the foregoing, any investigations or testing involving the City Land or the District Land that is physically intrusive, invasive, or destructive, including without limitation, any Phase II environmental site assessment, shall require the other party’s prior written consent. After

completing any inspections, the parties shall restore and repair any damage caused by any inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment, and this obligation shall survive the termination of this Agreement.

5.3 Insurance Required prior to Inspection Period. Prior to entering the City Land, District shall provide proof of and maintain Commercial General Liability Insurance with limits of not less than \$1 million occurrence and \$2 million aggregate. Prior to entering the District Land, City shall provide proof of and maintain Commercial General Liability Insurance with limits of not less than \$1 million occurrence and \$2 million aggregate. All insurance carriers must have an AM Best rating of at least A:VII or better.

5.3.1 Certificate of Insurance. The District shall provide the City with a Certificate of Insurance, listing the City of Port St. Lucie, a municipality of the State of Florida, as an Additional Insured, for general liability, and shall reference this Agreement. The policy shall respond as primary coverage. The City shall provide the District with a Certificate of Insurance, listing the School Board of St. Lucie County, Florida, as an Additional Insured, for general liability, and shall reference this Agreement. The policy shall respond as primary coverage.

5.3.2 Deductibles. All deductible amounts required under District's policy shall be District's responsibility and shall be paid by District for any and all claims under this Agreement. All deductible amounts required under City's policy shall be City's responsibility and shall be paid by City for any and all claims under this Agreement.

5.3.3 Contracts and Subcontractors. All contractors or subcontractors performing work on the City Land, or the District Land must be licensed and insured.

5.4 Termination of Agreement. If District determines that the City Land, or if City determines that the District Land, is not acceptable for any reason, as determined by District or City in the sole and absolute discretion of either, each party shall have the option to terminate this Agreement by written notice to the other, which notice must be delivered on or before the expiration of the Inspection Period in accordance with the notice requirements of this Agreement. Upon receipt of the termination notice, City and District will be relieved of all further liabilities hereunder, except for those matters specified herein as surviving the termination of this Agreement or the Closing (the "**Surviving Obligations**").

5.5 Delivery of Reports. If either party elects to terminate this Agreement on or before the expiration of the Inspection Period, District and City shall deliver to the other copies of all reports, surveys, and other non-proprietary and non-confidential materials prepared in the course of this Agreement.

5.6 As-Is Sale Terms. District and City acknowledge and agree that, except as specifically provided in this Agreement and in any document executed in connection with the Closing: (i) the parties have made no representations as to the condition or state of repair of the City Land, District Land, title or survey matters, or anything else of any nature whatsoever related to the City Land or the District Land; and (ii) the parties have made no agreements to alter, repair or improve the City Land or the District Land. District and City agree to accept possession of the City Land and the District Land on the Closing Date in AS-IS CONDITION WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTIES AS TO FITNESS FOR ANY

PARTICULAR PURPOSE, except as may otherwise be specifically described in this Agreement or in any document executed in connection with the Closing.

5.7 Condition of City Land and District Land. From the Effective Date and until Closing, City shall continue to maintain the City Land and District shall continue to maintain the District Land in substantially the same condition as it is as of the Effective Date, subject to normal wear and tear. District and City shall keep in force all existing hazard and liability insurance maintained in connection with City Land and District Land but shall be permitted to replace any policies with similar coverage. After the Effective Date, unless the other party hereto provides written consent, neither party shall dispose of, or encumber, any interest in the City Land or the District Land, or any portion thereof, unless such encumbrance or interest shall not survive the Closing. District and City shall promptly provide the other with copies of any written notices, litigation, claims, or actions pertaining to the City Land or the District Land, or any portion thereof, that will not be resolved prior to Closing. Following the Effective Date, District and City shall not enter into any contracts or other documents affecting the City Land or the District Land, or any portion thereof, that will survive the Closing, without the other's written consent.

6. Title and Survey.

6.1 Title Commitment. Within thirty (30) days of the Effective Date, District and City may obtain at their respective expense a commitment for an owner's title insurance policy ("**Commitment**") issued by INSERT TITLE INSURANCE COMPANY NAME HERE (the "**Title Company**") for the property each is obtaining.

6.2 Survey. Within thirty (30) days of the Effective Date, District and City may obtain at their respective expense a current survey of City Land or District Land ("Survey") prepared by a land surveyor or engineer licensed in the State of Florida, for the property each is obtaining.

6.3 Title or Survey Objections. District and City will have a period of twenty (20) days after receipt of the Commitment and Survey (whichever is received later) to review the same ("**Title/Survey Review Period**"). If either party objects to any matter contained in the Commitment or the Survey, then that party shall send written notice of its objections (the "**Objection Notice**") to the other prior to the expiration of the Title/Survey Review Period. District and City hereby acknowledge and agree that the properties are being sold "as-is" and the physical conditions of the real property or any improvements to the real property shall not be acceptable objections for purposes of the Objection Notice.

6.4 Election to Cure. District and City will have a period of twenty (20) days after receiving an Objection Notice ("**Election Period**") within which to notify the other that it elects to cure or not cure the matters set forth in the Objection Notice. Failure to notify the other party within the Election Period that it elects to cure the matters set forth in the Objection Notice shall constitute an election to not cure such matters. If one party does not affirmatively elect to cure any matter set forth in the Objection Notice within the Election Period, then other may, by written notice, given to the other within ten (10) days after receipt of the response to the Objection Notice, terminate this Agreement, in which event City and District shall have no further obligations hereunder, except for those Surviving Obligations. If the parties do not terminate this Agreement

within such ten (10) day period, then any such items that the parties did not affirmatively elect to cure shall be deemed acceptable.

6.5 Cure Period. If District or City elects to cure matters referenced in any Objection Notice, the party shall have up to fifteen (15) days prior to Closing to do so, and upon that party's failure to so cure, the other shall have the option to proceed to Closing or, upon written notice, terminate this Agreement. The parties shall have the right to extend the Closing Date for a period of up to thirty (30) days, if necessary to cure any matters referenced in the Objection Notice.

6.6 Title and Survey Review to Occur During Inspection Period. It is the intention of the parties to complete their review of the Commitment and Survey, notify the other of objections, and to provide a response to the Objection Notice, within and prior to the expiration of the Inspection Period.

6.7 Permitted Exceptions. The term "**Permitted Exceptions**" means: (i) matters shown on an accurate title commitment or otherwise shown as the exceptions to title on the Commitment that are approved or deemed approved by the parties; (ii) any matter affecting title to the City Land caused by District or any of District's Inspection Parties; (iii) any matter affecting title to the District Land caused by City or any of City's Inspection Parties; and (iv) all matters shown on an accurate survey or otherwise on the Survey that are approved or deemed approved by parties. If any material adverse title or survey matter not caused by the parties hereto arises after the expiration of the Inspection Period but prior to Closing, the parties may object to such material adverse matter by providing written notice thereof, which notice shall be deemed an Objection Notice entitling the parties to the rights set forth above.

6.8 Leases. City acknowledges that the District Land is subject to Leases between the District, as lessor, and the Agricultural and Labor Program, Inc., as lessee, and the Boys and Girls Club of St. Lucie County, Inc., as lessee (the "**Leases**"). The Parties agree that the Leases shall be assigned to and assumed by the City at Closing, and the City shall have all rights and obligations of the Landlord under the remaining terms of the Leases. The Parties agree that notwithstanding any termination provisions contained in the Leases, the City shall strive to keep the existing Leases intact for the remainder of the Lease terms and, to the extent reasonably practicable, will not terminate the Leases unless and until there is an event of default.

7. Closing. The closing and conveyance of City Land to District, and conveyance of the District Land to City ("**Closing**") will be consummated as follows:

7.1 Closing Date. The Closing will take place thirty (30) days after the expiration of the Inspection Period.

7.2 Closing Procedure. The Closing will take place by District and City delivering to the Title Company the signed documents listed below (originals of documents to be recorded, and copies of others) and the balance of any other amounts owed under this Agreement. The parties will direct the Title Company to mark up the Commitment to show title to the City Land in the District and to show title to the District Land in the City, as of the date of the Closing and to record in the Public Records of St. Lucie County the closing documents required to be recorded. The Title Company will be instructed to deliver the signed documents and the original recorded documents (when they become available) to the parties entitled to receive them.

7.3 City's Closing Documents. On the Closing Date, City shall deliver to the Title Company the following documents, which shall be in a form reasonably acceptable to both City and DISTRICT and properly executed, witnessed, and acknowledged where required:

7.3.1 Deed. A special warranty deed conveying the City Land to District, subject to the Permitted Exceptions (“**Deed**”), in substantially the same form as attached hereto as **Exhibit A**.

7.3.2 Evidence of Authority. Such resolutions, certificates of existence or good standing, incumbency certificates or other evidence of authority with respect to City if and to the extent reasonably required by the Title Agent.

7.3.3 Closing Affidavit. An affidavit signed by an authorized representative of City containing the information required by the Title Company to “insure the gap” and to show title in the DISTRICT free and clear of liens, encumbrances, and rights of tenants in possession (except as set forth in this Agreement). The Closing Affidavit will include the information required by Treasury Regulation 1.1445-2 and will state City's taxpayer identification number and confirm that City is not a foreign person within the purview of 26 U.S.C. Section 1445 and the regulations issued thereunder.

7.3.4 Closing Statement and Disbursement Summary. A closing statement and disbursement summary prepared in accordance with the terms of this Agreement.

7.3.5 Assignment and Assumption of Development Rights. An assignment by City to DISTRICT of the development entitlements and obligations associated with the Permitted Use, in substantially the same form as attached hereto as **Exhibit C**.

7.3.6 Assignment and Assumption of the contracts (if any).

7.3.7 Miscellaneous. Such other items as may be reasonably required of City in order to close under this Agreement.

7.4 District's Closing Documents. On the Closing Date, District shall deliver to the Title Agent the following items:

7.4.1 Deed. A special warranty deed conveying the District Land to the City, in substantially the same form as attached hereto as **Exhibit B**.

7.4.2 Evidence of Authority. Such corporate resolutions, certificates of good standing, incumbency certificates, affidavits, or other evidence of authority with respect to District as may be reasonably requested by City or the Title Company, in a form reasonably acceptable to City and the Title Company, if applicable.

7.4.3 Closing Affidavit. An affidavit signed by an authorized representative of District containing the information required by the Title Company to “insure the gap” and to show title in the City free and clear of liens, encumbrances, and rights of tenants in possession (except as set forth in this Agreement). The Closing Affidavit will include the information required by Treasury Regulation 1.1445-2 and will state District's taxpayer

identification number and confirm that District is not a foreign person within the purview of 26 U.S.C. Section 1445 and the regulations issued thereunder.

7.4.4 Closing Statement and Disbursement Summary. A closing statement and disbursement summary prepared in accordance with the terms of this Agreement.

7.4.5 Assignment and Assumption of the contracts (if any).

7.4.6 Miscellaneous. Such other items as may be reasonably required of District in order to close under this Agreement.

7.5 District's Closing Costs. At Closing, District will be responsible for paying:

7.5.1 All of the costs and expenses of District's inspection of the City Land;

7.5.2 The cost of any and all documentary stamps or other transfer tax related to the transfer of the District Land to the City;

7.5.3 Any and all recording fees for documents necessary to transfer the District Land to the City;

7.5.4 Cost of recording any corrective instruments regarding the transfer of the District Land to the City, if required;

7.5.5 The cost of title search fees for the City Land, and the premium for the issuance of an owner's policy of title insurance to District for the City Land;

7.5.6 Any and all closing and escrow fees relating to the exchange of the District Land to the City;

7.5.7 The cost of the Commitment for the City Land;

7.5.8 The cost of a Survey for the City Land;

7.5.9 District's attorneys' fees; and

7.5.10 District's lien search, if any.

7.6 City's Closing Costs. At Closing, City will be responsible for paying:

7.6.1 All of the costs and expenses of City's inspection of the District Land;

7.6.2 The cost of any and all documentary stamps or other transfer tax related to the transfer of the City Land to the District;

7.6.3 Any and all recording fees for documents necessary to transfer the City Land to the District;

7.6.4 Cost of recording any corrective instruments regarding the transfer of the City Land to the District, if required;

7.6.5 The cost of title search fees for the District Land, and the premium for the issuance of an owner's policy of title insurance to City for the District Land;

7.6.6 Any and all closing and escrow fees relating to the exchange of the City Land to the District;

7.6.7 The cost of the Commitment for the District Land;

7.6.8 The cost of a Survey for the District Land;

7.6.9 City's attorneys' fees; and

7.6.10 City's lien search, if any.

7.7 Possession. City shall deliver possession of the City Land to District and District shall deliver possession of the District Land to City on the Closing Date, in "As-Is" condition but free and clear of all tenancies and rights of occupancy, except as otherwise provided in this Agreement. Beneficial ownership and the risk of loss of the City Land will pass from City to District at Closing. Beneficial ownership and the risk of loss of the District Land will pass from District to City at Closing.

8. Adjustments and Prorations for City Land. The items set forth below shall be apportioned and prorated between City and District as of 12:01 a.m. on the Closing Date so that credits and charges for the period preceding the Closing Date shall be allocated to City, and credits and charges for all periods on and after the Closing Date shall be allocated to District:

8.1 Ad Valorem Real Estate Taxes. The parties shall prorate ad valorem real estate taxes as of the Closing Date based on the actual number of days in the year and with maximum discount taken. If the Closing occurs before the ad valorem real property taxes are fixed for the then-current year, the apportionment of ad valorem real estate taxes shall be based upon the prior year's ad valorem real estate taxes with maximum discount taken, unless a more current estimate of the ad valorem real estate taxes is available. Upon request by either District or City, the ad valorem taxes for the year of Closing shall be re-prorated within 30 days after issuance of the tax bill for the calendar year of Closing, and if a party is found to be owing money, shall pay such amount to the other party.

8.2 Non-Ad Valorem Assessments. Any non-ad valorem assessments, including but not limited to assessments imposed by SADs, CDDs, and property owners' associations, shall be prorated based on the fiscal year of the entity imposing the assessment. Assessments imposed on a calendar year basis shall be prorated as of the Closing Date in the same manner as ad valorem real estate taxes are prorated. Any assessments imposed on a fiscal year basis (for example, from October 1 through September 30 of the following year) shall be prorated as of the Closing Date based on the applicable fiscal year. City will be charged for the taxes and assessments attributable to any portion of the fiscal year prior to the Closing Date, and District

will be charged for the taxes and assessments attributable to any portion of the fiscal year on or after the Closing Date.

8.3 This section intentionally deleted

8.4 Survival. Each of the obligations set forth in this Section 8 shall survive Closing.

9. Adjustments and Prorations for the District Land. The items set forth below shall be apportioned and prorated between City and District as of 12:01 a.m. on the Closing Date so that credits and charges for the period preceding the Closing Date shall be allocated to District, and credits and charges for all periods on and after the Closing Date shall be allocated to City:

9.1 Ad Valorem Real Estate Taxes. The parties shall prorate ad valorem real estate taxes as of the Closing Date based on the actual number of days in the year and with maximum discount taken. If the Closing occurs before the ad valorem real property taxes are fixed for the then-current year, the apportionment of ad valorem real estate taxes shall be based upon the prior year's ad valorem real estate taxes with maximum discount taken, unless a more current estimate of the ad valorem real estate taxes is available. Upon request by either District or City, the ad valorem taxes for the year of Closing shall be re-prorated within 30 days after issuance of the tax bill for the calendar year of Closing, and if a party is found to be owing money, shall pay such amount to the other party.

9.2 Non-Ad Valorem Assessments. Any non-ad valorem assessments, including but not limited to assessments imposed by SADs, CDDs, and property owners' associations, shall be prorated based on the fiscal year of the entity imposing the assessment. Assessments imposed on a calendar year basis shall be prorated as of the Closing Date in the same manner as ad valorem real estate taxes are prorated. Any assessments imposed on a fiscal year basis (for example, from October 1 through September 30 of the following year) shall be prorated as of the Closing Date based on the applicable fiscal year. District will be charged for the taxes and assessments attributable to any portion of the fiscal year prior to the Closing Date, and City will be charged for the taxes and assessments attributable to any portion of the fiscal year on or after the Closing Date.

9.3 Survival. Each of the obligations set forth in this Section 9 shall survive Closing.

10. Post-Closing Work. City shall not be responsible to perform any post-Closing work on or to the City Land. District shall not be responsible to perform any post-Closing work on or to the District Land.

11. Condemnation.

11.1 Condemnation of City Land. In the event that prior to the Closing Date a condemnation action is filed against all or a significant (i.e., over 10%) portion of the City Land by any Governmental Authority, then within ten (10) Business Days after City provides written notice of the condemnation to District, either party shall elect by written notice to the other party to either: (a) terminate the Agreement; or (b) proceed to Closing, in which case City shall pay

District the condemnation proceeds received by City for the City Land, or assign to District its rights to any condemnation proceeds to be paid for the City Land. In the event a condemnation action is filed against an insignificant (i.e., 10% or under) portion of the City Land, the parties shall proceed to Closing and City shall pay District the condemnation proceeds to be paid for the City Land.

11.2 Condemnation of District Land. In the event that prior to the Closing Date a condemnation action is filed against all or a significant (i.e., over 10%) portion of the District Land by any Governmental Authority, then within ten (10) Business Days after District provides written notice of the condemnation to City, either party shall elect by written notice to the other party to either: (a) terminate the Agreement; or (b) proceed to Closing, in which case District shall pay City the condemnation proceeds received by District for the District Land, or assign to City its rights to any condemnation proceeds to be paid for the District Land. In the event a condemnation action is filed against an insignificant (i.e., 10% or under) portion of the District Land, the parties shall proceed to Closing and District shall pay City the condemnation proceeds to be paid for the District Land.

12. Default and Remedies.

12.1 City Event of Default. If City fails to pay any sum or perform any obligation required to be paid or performed pursuant to this Agreement, then District shall provide City with notice thereof ("Notice of City Default"). If City's default is not cured within ten (10) days from the date of receipt of the Notice of City Default, the default shall constitute a "City Event of Default." Upon occurrence of a City Event of Default, District may, as its sole and exclusive remedies, either: (i) terminate this Agreement and the parties shall be released of all further obligations under this Agreement, other than those which expressly survive the termination or Closing of this Agreement; or (ii) seek specific performance of this Agreement.

12.2 District Event of Default. If District fails to pay any sum or perform any obligation required to be paid or performed pursuant to this Agreement, then City shall provide District with notice thereof ("Notice of District Default"). If District's default is not cured within ten (10) days from the date of receipt of the Notice of District Default, the default shall constitute a "District Event of Default." Upon occurrence of a District Event of Default, City may, as its sole and exclusive remedies, either: (i) terminate this Agreement and the parties shall be released of all further obligations under this Agreement, other than those which expressly survive the termination or Closing of this Agreement; or (ii) seek specific performance of this Agreement.

12.3 Failure to Close. The failure of a party to close when required by this Agreement shall constitute an event of default without any requirement for notice or an opportunity to cure.

13. City's Representations. City hereby represents the following to District:

13.1 Organization. City is an entity organized and validly existing under the laws of the State of Florida and has the requisite power and authority to enter into and close the sale of the City Land pursuant to the terms of this Agreement.

13.2 Due Authorization. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary parties and no other proceedings on the part of City are necessary to permit it to consummate the contemplated transaction. This Agreement has been duly executed and delivered by City and is a legal, valid, and binding obligation of City enforceable against City in accordance with its terms.

13.3 Solvency. To City's knowledge, City is not subject to any bankruptcy, reorganization, insolvency, or similar proceedings.

13.4 Litigation. City has not received any written notice of any actual, pending, or threatened litigation by any entity, individual, or Governmental Authority against City with respect to the City Land, or against the City Land.

13.5 Performance. To City's knowledge, the consummation of the transaction contemplated by this Agreement and the compliance by City with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any other agreement, arrangement, understanding, accord, document, or instrument by which City is bound.

13.6 City's Knowledge. The representations set out in this Section, which are based upon "**City's knowledge**", are limited to the actual knowledge of City without independent investigation. Nothing contained in this Section shall be deemed to create any express or implied obligation on the part of City to undertake an independent review or investigation to confirm the accuracy of the representations contained herein. All of the foregoing representations and warranties shall be true and correct as of the Closing Date.

14. District's Representations.

14.1 District hereby represents the following to City:

14.1.1 Organization. District is an entity organized and validly existing under the laws of the State of Florida and has the requisite power and authority to enter into and close the sale of the District Land pursuant to the terms of this Agreement.

14.1.2 Due Authorization. The execution and delivery of this Agreement by District and the consummation of the transaction contemplated by this Agreement have been duly authorized by all necessary parties, and no other proceedings on the part of District are or at Closing will be necessary to permit it to consummate the contemplated transaction. This Agreement has been duly executed and delivered by District and is a legal, valid and binding obligation of District enforceable against District in accordance with its terms.

14.1.3 Solvency. To District's knowledge, District is not subject to any bankruptcy, reorganization, insolvency, or similar proceedings.

14.1.4 Litigation. District has not received any written notice of any actual, pending, or threatened litigation by any entity, individual, or Governmental Authority against District with respect to the District Land, or against the District Land.

14.1.5 Performance. To District's knowledge, the consummation of the transaction contemplated by this Agreement and the compliance by District with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any other agreement, arrangement, understanding, accord, document, or instrument by which District is bound.

14.1.6 District's Knowledge. The representations set out in this Section, which are based upon "**District's knowledge**", are limited to the actual knowledge of District without independent investigation. Nothing contained in this Section shall be deemed to create any express or implied obligation on the part of District to undertake an independent review or investigation to confirm the accuracy of the representations contained herein. All of the foregoing representations and warranties shall be true and correct as of the Closing Date.

15. Notices. All notices required to be given in connection with this Agreement shall be in writing and delivered by either (i) certified mail, return receipt requested; (ii) nationally-recognized overnight delivery service; or (iii) Portable Document Format ("**PDF**") sent via e-mail with delivery confirmation requested. Notice shall be deemed to have been given on the date it is received or refused by the party to receive notice. Notices shall be given to the parties at the following addresses:

Notices to City:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Manager
Telephone: 772 871 5163
Email: JMerejo@CityofPSL.com

With copies to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772 871 5294
Email: RBerrios@CityofPSL.com
Email: MCarland@CityofPSL.com

Notices to District:

School Board of St. Lucie County
9461 Brandywine Lane
Port St. Lucie, FL 34986
Attention: Nicole Fogarty
Telephone: 772-429-7547
Email: nicole.fogarty@stlucieschools.org

With copies to:

GrayRobinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901
Attention: Kaylee A. Tuck, Esq.

Telephone: 239-340-7979
Email: kaylee.tuck@gray-robinson.com

16. Miscellaneous Provisions:

16.1 Assignment. The rights under this Agreement may not be assigned in whole or in part without the prior written consent of the other party.

16.2 Amendment. This Agreement may only be modified or amended by an instrument in writing signed by both parties.

16.3 Brokerage. District and City each represent to the other that no broker or finder is entitled to a commission or other compensation in connection with this transaction.

16.4 Computation of Time. Unless otherwise specified, the term "days" when used in this Agreement means calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the City or the federal government, the time period will end on the next succeeding Business Day.

16.5 Counterparts, Copies and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original document, and all of which shall together constitute a single agreement. Copies, .PDF, e-mailed copies, or other electronic signature of the signed Agreement shall be treated as originals.

16.6 Entire Agreement. This document constitutes the entire agreement between City and District relating to the sale and purchase of the City Land and the District Land. There are no other agreements, understandings, warranties, or representations between City and District.

16.7 Governing Law. This Agreement will be construed by, controlled, and enforced under the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the Circuit Court. The provisions of this section shall survive the Closing or any earlier termination of this Agreement.

16.8 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

16.9 Severability. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is legal, valid and enforceable.

16.10 Sovereign Immunity. Nothing in this Agreement or related documents shall be considered to increase or waive any limits of liability or waive any immunity afforded to

the City or District by the Florida Statutes, case law, or any other source of Governmental Requirements.

16.11 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

16.12 Time is of the Essence. Time is of the essence of each provision of this Agreement.

16.13 Cooperation. From and after Closing, upon the reasonable request of either party, at no cost or expense, District and City agree to execute and deliver such further acts, deeds, documents and assurances as may be reasonably required to further evidence and confirm the transaction as provided for in this Agreement, or as otherwise may be reasonably required or appropriate to carry out the transaction contemplated herein.

16.14 Waiver of Jury Trial. District and City each knowingly, voluntarily and intentionally waives any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to, or from this Agreement or the Closing Documents, including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements, or acts or omissions of either party which in any way relate to this Agreement. District and City have specifically discussed and negotiated for this waiver and understand the legal consequences of it. The provisions of this section shall survive the Closing or any earlier termination of this Agreement.

16.15 Force Majeure. Neither party shall be liable for any delays resulting from an event beyond such party's control that by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable, provided that such events shall be the actual cause of the delay and specific to the non-performing party's obligations without its fault or negligence (as opposed to a general application of such foregoing event to a broader geographic area or group which does not in and of itself create a proximate impact upon such non-performing party's obligations) and may include acts of God, riots, acts of war, epidemics, governmental regulations or other causes beyond its reasonable control ("**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party shall (i) make diligent efforts to expeditiously mitigate and remedy the problem causing such nonperformance, and (ii) provide prompt written notice to the other party after learning of a Force Majeure Event stating the nature and cause of the event, the anticipated length of the delay, the measures proposed or taken by the non-performing party to minimize the delay and approach to resume full performance under this Agreement, and the timetable for implementation of such measures.

[SIGNATURES ON FOLLOWING PAGES]

Signature Page
for
City of Port St. Lucie

This Signature Page is attached to and made a part of that certain Land Swap Agreement between the City of Port St. Lucie, a Florida municipal corporation, and School Board of St. Lucie County, Florida. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Agreement.

CITY OF PORT ST. LUCIE, a Florida municipal
corporation

By: _____

Name: Jesus Merejo

Title: City Manager

Date: _____

Signature Page
For
School Board of St. Lucie County

This Signature Page is attached to and made a part of that certain Land Swap Agreement between the City of Port St. Lucie, a Florida municipal corporation, and School Board of St. Lucie County, Florida. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Agreement.

**THE SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA**

Attest:

_____,
Superintendent
Ex Officio Secretary

By: _____

Date: _____

Approved as to form and correctness:

_____, School Board Attorney

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202____, by _____ and _____, as Superintendent and Ex Officio Secretary and Chairman of the Board, respectively, of the School Board of St. Lucie County, Florida. They are ☐ personally known to me, or ☐ have produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida
Print Name:
My commission expires