

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made on this ____ day of _____, 2025 ("Effective Date"), between Rosser Lakes, LLC, a Florida limited liability company ("Seller"), and the City of Port St. Lucie, a Florida municipal corporation ("Buyer").

RECITALS:

A. Seller owns and holds fee simple title to certain real property located in Port St. Lucie, Florida, as described on **Exhibit A**, attached hereto and incorporated herein (together with all improvements, easements, privileges and appurtenances thereto, collectively, the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

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 "Approved Leases." Collectively, (a) the Ground Lease; (b) the Sub-Ground Lease; (b) that certain Tower Lease Agreement dated January 30, 2024 executed by and between ARX Wireless Infrastructure, LLC, as sub-lessor, and Cellco Partnership (d/b/a Verizon Wireless), as sub-lessee; and (c) any other sub-leases contemplated or permitted by the Ground Lease.

2.2 "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.

2.3 "City". The City of Port St. Lucie, Florida, a Florida municipal corporation

2.4 "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 the Property.

2.5 "Governmental Authority". Any federal, state, county, municipal, or other governmental department, entity, authority, commission, board, bureau, court, or agency; any insurance underwriting board or insurance inspection bureau; and any other body exercising similar functions.

2.6 "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 the Property or this Agreement.

2.7 "Ground Lease". That certain Ground Lease Agreement to be dated on or about the date of closing and executed by and between Seller, as lessee, and Buyer, as lessor (as modified, amended and/or supplemented from time to time) as more particularly described in Section 6.2.

2.8 "Permitted Exceptions" Those matters identified on Exhibit B attached hereto and incorporated by reference as well as any other matters deemed Permitted Exceptions as provided for herein.

2.9 "Sub-Ground Lease". That certain Land Lease Agreement dated June 24, 2022 executed by and between Seller, as lessor, and ARX Wireless Infrastructure, LLC, a Delaware limited liability company, as lessee (as modified, amended and/or supplemented from time to time).

2.10 "Title Agent" or "Closing Agent" Dean, Mead, Minton & Moore located at 1903 South 25th Street, Suite 200, Fort Pierce, Florida 34947.

2.11 "Title Company" means Old Republic National Title Insurance Company, or other nationally recognized underwriter selected by Title Agent.

3. Sale of Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

4. Bargain-Sale Transaction; Purchase Price. The purchase price for the Property ("Purchase Price") is TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00). Buyer will issue a charitable gift receipt to Seller stating that this is a bargain-sale transaction involving the sale of property which was appraised for \$6,270,000.00 but for which Buyer paid \$2,500,000.00. Buyer shall also execute a Department of Treasury Internal Revenue Service Form 8283 — Noncash Charitable Contributions. The Purchase Price is due and payable at closing subject to adjustments as set forth herein.

5. Inspection Period. Buyer will be permitted to inspect the Property at Buyer's sole cost and expense for a period beginning on the Effective Date and ending on the thirtieth (30th) day after the Effective Date as the same may be extended as set forth herein, or as may be shortened by mutual written agreement by Buyer and Seller (not including the Effective Date; said period of time the "Inspection Period").

5.1 Delivery of Due Diligence Items. Within five (5) Business Days after the Effective Date, Seller shall provide Buyer access to any and all information and documents in Seller's possession pertaining to the Property, including without limitation any environmental reports, title reports, title insurance policies, surveys, and soil studies, if any (the "Due Diligence Items"). Buyer has 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, Buyer and its partners, members, agents, officers, employees and contractors (collectively, the "Buyer Parties") will have the right to enter upon the Property for the purpose of making such tests, analyses and investigations as Buyer may deem necessary or desirable, including but not limited to soil/groundwater tests and environmental assessments and audits. Notwithstanding the foregoing, any investigations or testing involving the Property that is physically intrusive, invasive, or destructive, including without limitation, any Phase II environmental site assessment, shall require Seller's prior written consent. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment.

5.3 Termination of Agreement during Inspection Period. If Buyer determines that the Property is not acceptable for any reason, as determined by Buyer in its sole and absolute discretion, Buyer shall have the option to terminate this Agreement by written notice to Seller, which notice must be delivered on or before the expiration of the Inspection Period in accordance with the notice requirements of this Agreement.

5.4 Condition of the Property. From the Effective Date and until Closing, Seller shall continue to maintain the Property in substantially the same condition as it is as of the Effective Date, subject to normal wear and tear. Seller shall keep in force all existing hazard and liability insurance maintained in connection with the Property. After the Effective Date, unless Buyer provides written consent, Seller shall not dispose of, or encumber, any interest in the Property, or any portion thereof unless such encumbrance or interest shall not survive Closing. Seller shall promptly provide Buyer with copies of any written notices, litigation, claims, or actions pertaining to the Property, or any portion thereof, that will not be resolved prior to Closing. Following the Effective Date, Seller shall not enter into any contracts or other documents affecting the Property, or any portion thereof, and that will survive Closing, without the Buyer's written consent.

6. Title and Survey.

6.1 Title Commitment. Within thirty (30) days of the Effective Date, Buyer may obtain at its expense a title insurance commitment for an owner's title insurance policy from the Title Agent ("Commitment"), which Commitment will legally describe the Property and show the status of title of the Property and all exceptions to title, including but not limited to easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Property.

6.2 Ground Lease. At Closing, Buyer shall execute and deliver to Seller a ground lease agreement "Ground Lease" whereby Buyer, as lessor, shall lease to Seller, as lessee, the real property described on **Exhibit C** attached hereto ("Ground Lease Site"), in a form mutually and reasonably agreed upon between the parties prior to expiration of the Inspection Period (based upon Seller's prior and continuing operations on the Ground Lease Site).

6.3 Access Easement(s). At Closing, Buyer shall grant in favor of Seller (and in favor of all lessees, agents, employees and invitees who have access rights under the Approved Leases) an easement along the westerly portion of the Property for the purpose of accessing the Ground Lease Site, such easement shall be in substantially the same form as attached hereto as **Exhibit D** (based upon, or required by, the rights granted to third parties under the Approved Leases) (collectively, the "Easement").

6.4 Survey. Within thirty (30) days of the Effective Date, Buyer may obtain at its expense a current survey of the Property ("Survey") prepared by a land surveyor or engineer licensed in the State of Florida.

6.5 Title or Survey Objections. Buyer will have a period of ten (10) days after receipt of the Commitment and Survey (whichever is received later) to review the same ("Title/Survey Review Period"). If Buyer objects to any matter contained in the Commitment or the Survey, Buyer shall send Seller written notice of its objections (the "Objection Notice") prior to the expiration of the Title/Survey Review Period. Any matters not objected to in writing by Buyer will be deemed Permitted Exceptions hereunder.

6.5.1 Seller's Election to Cure. Seller will have a period of five (5) days after receiving an Objection Notice ("Election Period") within which to notify Buyer that Seller elects to cure or not cure the matters set forth in the Objection Notice. Seller's failure to notify Buyer within the Election Period that it elects to cure the matters set forth in Buyer's Objection Notice shall constitute an election to not cure such matters. If Seller does not affirmatively elect to cure matter(s) set forth in the Objection Notice within the Election Period, then Buyer may, by written notice given to Seller within ten (10) days after the expiration of the Election Period, terminate this Agreement, in which Buyer and Seller shall have no further obligations hereunder, except for provisions that specifically survive termination of this Agreement. If Buyer does not terminate within such ten (10) day period, then any such items that Seller did not affirmatively elect to cure shall be deemed approved by Buyer.

6.5.2 Seller's Cure Period. If Seller elects to cure matters referenced in any Objection Notice, Seller shall have until Closing to do so, and upon Seller's failure to so cure, Buyer shall have the option to proceed to Closing or, upon written notice to Seller, terminate this Agreement.

6.5.3 Title and Survey Review to Occur During Inspection Period. It is the intention of the parties to have the Buyer complete its review of the Commitment and Survey, notify Seller of objections, and for the Seller to provide a response to Buyer's Objection Notice, within the Inspection Period.

7. Closing. The closing of the sale and conveyance of the Property to Buyer ("Closing") will be consummated as follows:

7.1 Closing Date. The Closing will take place no later than ten (10) days after the expiration of the Inspection Period.

7.2 Closing Procedure. The Closing will take place by Buyer and Seller delivering to the closing agent the signed documents listed below (originals of documents to be recorded, and copies of others). The parties will direct the closing agent to mark up the Commitment to show title in the Buyer 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 closing agent 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 Seller's Closing Documents. On the Closing Date, Seller shall deliver to the closing agent the following documents pertaining to the Property, which shall be in a form reasonably acceptable to both Seller and Buyer and properly executed, witnessed, and acknowledged where required:

7.3.1 Deed. A special warranty deed conveying the Property to Buyer ("Deed").

7.3.2 Evidence of Seller's Authority. Such corporate resolutions, certificates of existence or good standing, incumbency certificates or other evidence of authority with respect to Seller if and to the extent reasonably required by the closing agent.

7.3.3 Closing Affidavit. An affidavit signed by an authorized representative of Seller containing the information required by the closing agent to "insure the gap" and to show title in the Buyer free and clear of liens, encumbrances, and rights of tenants in possession. The Closing Affidavit will include the information required by Treasury Regulation 1.1445-2 and will state Seller's taxpayer identification number and confirm that Seller 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 Ground Lease. Executed original of the Ground Lease.

7.3.6 Access Easements. Executed originals of the Access Easements.

7.3.7 Miscellaneous. Such other items as may be reasonably required of Seller by the closing agent in order to close under this Agreement.

7.4 Buyer's Closing Documents. On the Closing Date, Buyer shall deliver to the closing agent the following documents pertaining to the Property, which shall be in a form reasonably acceptable to both Seller and Buyer and properly executed, witnessed, and acknowledged where required:

7.4.1 Evidence of Buyer's Authority. Such corporate resolutions, certificates of good standing, incumbency certificates, affidavits, or other evidence of authority with respect to Buyer as may be reasonably requested the closing agent.

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

7.4.3 Access Easement. Delivery of the executed Access Easement.

7.4.4 Miscellaneous. Such other items as may be reasonably required of Buyer by the closing agent in order to close under this Agreement.

7.5 Seller Closing Costs. At Closing, Seller will be responsible for paying:

7.5.1 Seller's attorneys' fees;

7.5.2 Any prorated real estate taxes or assessments due as of the date of closing; and

7.5.3 Total "Base Rent" due under the Ground Lease of Sixteen Thousand Dollars (\$16,000.00).

7.6 Buyer Closing Costs. At Closing, Buyer will be responsible for paying:

7.6.1 All of the costs and expenses of Buyer's inspection of the Property;

7.6.2 The cost of a Survey;

7.6.3 All documentary stamp transfer taxes due in connection with the recordation of the Deed and transfer of the Property;

7.6.4 All recording fees;

7.6.5 The costs of the title search fees, title commitment and the premium for the issuance of an owner's policy of title insurance to Buyer in the amount Buyer request;

7.6.6 All reasonable the closing or escrow fees of the closing agent;

7.6.7 Buyer's attorneys' fees (if any); and

7.6.8 Payment to Haley Ward for the Rosser Lake – Phase 1 Environmental Site Assessment as specified in Haley Ward's proposal dated July 21, 2025 of Three Thousand, Five Hundred Dollars (\$3,500.00), as well as all reasonably necessary reliance letters as specified therein.

7.7 Ground Lease; Approved Leases; Possession. Buyer hereby acknowledges and agrees that its ownership and possession of the Property will be subject to the rights of tenants, lessors and other parties as set for in the Approved Leases (as such term is amended, modified and/or supplemented from time to time). Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of all tenancies and rights of occupancy, except for rights under the Approved Leases, any Permitted Exceptions, and any rights set forth under the Access Easements granted by Buyer under the terms of this Agreement.

8. Third Party Approvals. Buyer acknowledges and agrees that this Agreement, and Seller's obligations to Buyer hereunder, are conditioned upon Seller obtaining any and all necessary consents, agreement, and/or waiver of rights required under the Approved Leases (collectively, the "Third Party Consents"). Seller shall use its best efforts to obtain all Third Party Consents within thirty (30) days of the Effective Date (collectively, the "Third Party Consent Deadline"). If Seller is unable to obtain the Third Party Consents by the Third Party Deadline (as the same may be extended in writing between Buyer and Seller), it shall notify Buyer in writing within two (2) days of such deadline, at which point this Agreement shall be deemed terminated by both parties and null and void.

9. Adjustments and Prorations. The items set forth below shall be apportioned and prorated between Seller and Buyer as of the Closing Date so that credits and charges for the period preceding the Closing Date shall be allocated to Seller, and credits and charges for all periods on and after the Closing Date shall be allocated to Buyer:

9.1 Ad Valorem Real Estate Taxes. The parties shall prorate ad valorem real estate taxes for the calendar year of Closing as of the Closing Date based on the actual number of days in the year. 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 Buyer or Seller, 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. This provision shall survive Closing.

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. Seller will be charged for the taxes and assessments attributable to any portion of the fiscal year prior to the Closing Date, and Buyer 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.

9.4 Insurance and Indemnification.

9.4.1 Insurance. Prior to any entry upon the Property, Buyer must provide Seller with a certificate of insurance and endorsement satisfactory to Buyer, evidencing:

(a) Buyer Insurance. Buyer is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of Buyer (as it now is written as it may be amended by the legislature at future dates).

(b) Buyer Contractor Insurance. Buyer shall cause each of Buyer's contractors and subcontractors (each a "Contractor", and collectively, "Contractors") performing tests, inspections, construction, maintenance, repairs, or other work on the Property during the term of this Agreement, to procure and maintain at such Contractors' sole expense, the following minimum insurance, with insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers' Liability Insurance with limits not less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Before Buyer's Contractors enter the Property, copies of Buyer's Contractors' policies will be furnished to Seller by Buyer. Buyer understands and agrees that the use of the Property for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

(c) Subrogation; Additional Insured: Buyer and Buyer's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Seller. Buyer shall

require its Contractors to list Seller as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

9.4.2 Indemnification. Buyer agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Seller, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "Seller Entities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by the Seller Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the exercise of the rights granted herein by Buyer and/or the Contractors, unless solely caused by Seller's negligence, gross negligence or intentional conduct; and Buyer agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to the Seller Entities any and all suits or action instituted against the Seller Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Buyer shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

10. Condemnation. In the event that prior to the Closing Date a condemnation action is filed against all or a portion of the Property by any Governmental Authority, then within ten (10) Business Days after Seller provides written notice of the condemnation to Buyer, Buyer shall elect by written notice to Seller to either: (a) terminate the Agreement; or (b) proceed to Closing, in which case Seller shall pay Buyer the condemnation proceeds received by Seller for the Property, or assign to Buyer its rights to any condemnation proceeds to be paid for the Property.

11. Default and Remedies.

11.1 Seller Event of Default. If Seller fails to perform any obligation required to be performed pursuant to this Agreement, then Buyer shall provide Seller with notice thereof ("Notice of Seller Default"). If Seller's default is not cured within ten (10) days from the date of receipt of the Notice of Seller Default, the default shall constitute a "Seller Event of Default." Upon occurrence of a Seller Event of Default, Buyer may, as its sole and exclusive remedies, either (i) elect to terminate this Agreement, whereupon the parties shall be released of all further obligations under this Agreement; or (ii) seek specific performance of this Agreement. Buyer expressly waives any right to monetary damages for a Seller Event of Default under this Agreement.

11.2 Buyer Event of Default. If Buyer fails to perform any obligation required to be performed pursuant to this Agreement, then Seller shall provide Buyer with notice thereof

("Notice of Buyer Default"). If Buyer's default is not cured within ten (10) days from the date of receipt of said Notice of Buyer Default, the default shall constitute a "Buyer Event of Default." Upon occurrence of a Buyer Event of Default, Seller may, as its sole and exclusive remedies, either (i) elect to terminate this Agreement, whereupon the parties shall be released of all further obligations under this Agreement; or (ii) waive the Buyer Event of Default and proceed to Closing, subject to the other terms and provisions hereof.

11.3 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.

12. Representations.

12.1 Seller's Representations. Seller hereby represents the following to Buyer:

12.1.1 Seller is an entity organized, existing and in good standing under the laws of the State of Florida and has the requisite power and authority under its organizational documents to enter into and close the sale of the Property pursuant to the terms of this Agreement.

12.1.2 Seller is not subject to any bankruptcy, reorganization, insolvency, or similar proceedings.

12.1.3 Seller has not received any written notice of any actual, pending, or threatened litigation by any entity, individual, or Governmental Authority against Seller with respect to the Property, or against the Property.

12.1.4 The consummation of the transaction contemplated by this Agreement and the compliance by Seller 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 Seller is bound, except for consent or waivers required under the Approved Leases.

12.2 Buyer's Representations. Buyer hereby represents the following to Seller:

12.2.1 Buyer is a municipal corporation validly existing and in good standing under the laws of the State of Florida. Buyer now has, and at Closing, Buyer will have the requisite power and authority to enter into and perform the terms of this Agreement. Buyer now has, and at Closing, Buyer will have the power and authority to acquire, own, and develop the Property.

12.2.2 The execution and delivery of this Agreement by Buyer 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 Buyer are or at Closing will be necessary to permit it to consummate the contemplated transaction. This Agreement has been

duly executed and delivered by Buyer and is a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

13. 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 Seller: Rosser Lakes, LLC
Attn: A. J. Koontz
1500 Hwy A1A, #1
Vero Beach, FL 32963

With a copy to: Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
Attn: W. Lee Dobbins
Telephone: 772-464-7000
Email: LDobbins@DeanMead.com
Email: JPowers@DeanMead.com

Notices to Buyer: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: Jesus Merejo, City Manager
Telephone: 772-871-5163
Email: JMerejo@CityofPSL.com

With a copy to: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772-871-5294
Email: RBerrios@cityofpsl.com

14. Miscellaneous Provisions:

14.1 Assignment. The rights of Buyer under this Agreement may not be assigned in whole or in part without the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned.

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

14.4 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.

14.5 Counterparts, Scanned 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. Scanned copies, .PDF, e-mailed copies, or other electronic signature of the signed Agreement shall be treated as originals.

14.6 Entire Agreement. This document constitutes the entire agreement between Seller and Buyer relating to the sale and purchase of the Property. There are no other agreements, understandings, warranties, or representations between Seller and Buyer.

14.7 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 District Court. The provisions of this section shall survive the Closing or any earlier termination of this Agreement.

14.8 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.

14.9 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.

14.10 Sovereign Immunity. Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to Buyer by the Florida Statutes, case law, or any other source of Governmental Requirements.

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

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

14.13 Cooperation. From and after Closing, upon the reasonable request of either party, at no cost or expense, Buyer and Seller 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.

14.14 Waiver of Jury Trial. Buyer and Seller 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, 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. Buyer and Seller 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.

14.15 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
The City of Port St. Lucie

This Signature Page is attached to and made a part of that certain Purchase and Sale Agreement between Rosser Lakes, LLC, a Florida limited liability company, and the City of Port St. Lucie, a Florida municipal corporation.

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: _____
Jesus Merejo, City Manager

Date: _____

Signature Page
For
Rosser Lakes, LLC, a Florida limited liability company

This Signature Page is attached to and made a part of that certain Purchase and Sale Agreement between Rosser Lakes, LLC, a Florida limited liability company, and the City of Port St. Lucie, a Florida municipal corporation.

The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Agreement.

Rosser Lakes, LLC, a Florida limited liability
company

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
Legal Description

All that part of Section 26, Township 37 South, Range 39 East, Saint Lucie County, Florida, lying East of the Right of Way of I-95, less and except that portion for Road Rights of Way as conveyed in the Deed recorded in Official Records Book 4228, Page 2398, Public Records of Saint Lucie County, Florida.

EXHIBIT B
Permitted Exceptions

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2025 and subsequent years.
7. Easement Agreement with the City of Port St Lucie, a municipal corporation, as recorded in Official Records Book 1177, Page 654 and corrected in Official Records Book 3656, Page 2721, of the Public Records of Saint Lucie County, Florida.
8. Easement(s) in favor of Florida Power & Light Company recorded in Official Records Book 3087, Page 1152, of the Public Records of Saint Lucie County, Florida.
9. Notice of Environmental Resource or Surface Water Management Permit as recorded in Official Records Book 3277, Page 2577, of the Public Records of Saint Lucie County, Florida.
10. Reversionary interest set forth in the Right-of-Way Deed recorded in Official Records Book 4228, Page 2398, of the Public Records of Saint Lucie County, Florida.
11. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 4305, Page 1875, of the Public Records of Saint Lucie County, Florida.
12. Terms and conditions of un-recorded Lease as cited in that certain Memorandum of Lease recorded in Official Records Book 4853, Page 2359, of the Public Records of Saint Lucie County, Florida.
13. Easement(s) in favor of Florida Power & Light Company recorded in Official Records Book 5006, Page 1879, of the Public Records of Saint Lucie County, Florida.

14. Resolution No 23-061 for Solid Waste Urban Service Area as recorded in Official Records Book 5023, Page 2702, of the Public Records of Saint Lucie County, Florida.
15. Easement(s) in favor of Florida Power & Light Company recorded in Official Records Book 5037, Page 2868, of the Public Records of Saint Lucie County, Florida.
16. Terms and conditions of un-recorded Lease as cited in that certain Memorandum of Tower Lease Agreement recorded in Official Records Book 5101, Page 1359, of the Public Records of Saint Lucie County, Florida.
17. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.

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EXHIBIT C
Ground Lease Site

EXHIBIT D
Access Easement