

# Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

## PARTIES AND DESCRIPTION OF PROPERTY

1  
2 **1. SALE AND PURCHASE:** D.R. Horton, Inc., a Delaware corporation ("Seller"), and the City of Port St. Lucie, a Florida  
3 municipal corporation ("Buyer"), agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:

5 Address: 3266 SW Port St. Lucie Blvd., Port St. Lucie, FL 34953

6 Legal Description: See Exhibit "C" to the Addendum to Vacant Land Contract attached hereto; including all improvements.

## PRICE AND FINANCING

7  
8 **2. PURCHASE PRICE:** \$85,300.00 payable by **Buyer** in U.S. funds as follows:

9 (a) \$0.00 Deposit received within three (3) days after Effective Date by DHI Title of Florida, Inc.  
10 ("Escrow Agent")  
11 (Address of Escrow Agent) 12276 San Joe Blvd. Ste. 739, Jacksonville, FL 32223  
12 (Phone # of Escrow Agent) (904) 899-5981

13 (b) \$0.00 Additional deposit to be delivered to Escrow Agent within 15 days from Effective Date.

14 (c) \$0.00 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

15 (d) \$0.00 Other: \_\_\_\_\_

16 (e) \$85,300.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All  
17 funds paid at closing must be paid locally drawn cashier's check, official check or wired  
18 funds.

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

25 **3. CASH/FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.

26  (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the  
27 "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
28 occurs first) (the "Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left  
29 blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If  
30 **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel  
31 this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested  
32 parties.

33  (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$\_\_\_\_\_ or  
34 \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness. **Buyer**  
35 will keep **Seller** and **Broker** fully informed of the loan application status and progress and authorizes the lender or  
36 mortgage broker to disclose all such information to **Seller** and **Broker**.

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

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

{25965015;1}

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages  
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48  (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_  
49 \_\_\_\_\_  
50 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
51 \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other  
52 (describe) \_\_\_\_\_  
53 interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted  
54 in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar  
55 for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer  
56 fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and  
57 Buyer's deposit(s) will be returned.

58 **CLOSING**

59 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on the date that  
60 is within 15 business days following the Effective Date ("Closing Date"). Unless the Closing Date is specifically extended by  
61 the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods  
62 including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended,  
63 Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any  
64 reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

65 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be  
66 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder  
67 effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local  
68 cashier's checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph  
69 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

70 (a) **Seller Costs:**  
71 Taxes on the deed  
72 Recording fees for documents needed to cure title  
73 Other: \_\_\_\_\_

74 (b) **Buyer Costs:**  
75 Taxes and recording fees on notes and mortgages  
76 Recording fees on the deed and financing statements  
77 Lender's title policy at the simultaneous issue rate  
78 Inspections  
79 Survey, if required  
80 Insurance  
81 Title evidence (if applicable under Paragraph 8)  
82 Other: \_\_\_\_\_

83 (c) **Title Evidence and Insurance: Check (1) or (2):**  
84  (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment.  Seller will select the title  
85 agent and will pay for the owner's title policy, search, examination and related charges or  Buyer will select the  
86 title agent and pay for the owner's title policy, search, examination and related charges or  Buyer will select the title  
87 agent and Seller will pay for the owner's title policy, search, examination and related charges.  
88  (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence.  Seller  Buyer will pay  
89 for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax  
90 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and  
91 closing fees.

92 (d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate  
93 taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for  
94 the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.  
95 **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
96 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE**  
97 **YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS**  
98 **REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY**  
99 **QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR**  
100 **FURTHER INFORMATION.**

101 (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i)  
102 the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of  
103 the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before  
104 closing, and Buyer will pay all other amounts. If special assessments may be paid in installments  Buyer  Seller (if  
105 left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior  
106 to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

107 (f) **Tax Withholding:** If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code  
108 requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the  
109 Internal Revenue Service (IRS) unless, an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer**  
110 with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing  
111 for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who  
112 purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at  
113 the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods  
114 after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer**  
115 and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply  
116 with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective  
117 TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is  
118 still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with  
119 the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in  
120 accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement,  
121 **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse  
122 the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

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

#### 128 PROPERTY CONDITION

129 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions  
130 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds  
131 in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition  
132 without the **Buyer's** prior written consent.

133 (a) ~~**Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which  
134 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property  
135 and rebuilding in the event of Casualty.~~

136 (b) ~~**Government Regulation:** **Buyer** is advised that changes in governmental regulations and levels of service which  
137 affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period  
138 has expired or if **Buyer** has checked choice (c)(2) below.~~

139 (c) ~~**Inspections:** (check (1) or (2) below)~~

140  (1) ~~**Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days from Effective Date ("Feasibility  
141 Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for  
142 \_\_\_\_\_ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental  
143 assessment and any other tests, analysis, surveys and investigations ("Inspections") that **Buyer** deems necessary to  
144 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and  
145 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
146 consistency with local, state and regional growth management plans; availability of permits, government approvals,  
147 and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the  
148 **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate  
149 government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or  
150 rezoning approvals.~~

151 ~~**Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
152 Study Period for the purposes of conducting inspections; provided, however, that **Buyer**, its agents, contractors and  
153 assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless  
154 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability  
155 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct  
156 of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in  
157 a construction lien being filed against the Property, without **Seller's** prior written consent. If this transaction does not  
158 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return  
159 the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other  
160 work generated as a result of the inspections.~~

161 ~~**Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination  
162 of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute  
163 acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable  
164 to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the~~

165 day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper  
166 authorization from all interested parties.

167  (2) ~~No Feasibility Study~~: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
168 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the  
169 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
170 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
171 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

172 (d) ~~Subdivided Lands~~: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
173 contiguous land which is divided or is proposed to be divided for the purposes of disposition into 50 or more lots, parcels,  
174 units, or interests, or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more  
175 lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this  
176 Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract.  
177 If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without  
178 penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

179 **7. RISK OF LOSS; EMINENT DOMAIN**: If any portion of the Property is materially damaged by casualty before closing, or  
180 Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
181 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by  
182 written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
183 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 184 TITLE

185 **8. TITLE**: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
186 or guardian deed as appropriate to Seller's status.

187 (a) **Title Evidence**: Title evidence will show legal access to the Property and marketable title of record in Seller in  
188 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
189 which prevent Buyer's intended use of the Property as single-family dwelling: covenants, easements and restrictions of  
190 record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right  
191 of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before  
192 closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally  
193 accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option  
194 (1) in Palm Beach County and option (2) in Miami-Dade County.

195 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
196 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

197 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must  
198 be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
199 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
200 However if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed  
201 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a  
202 format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing  
203 agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available  
204 to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing  
205 Date.

206 (b) **Title Examination**: Buyer will examine the title evidence and deliver written notice to Seller, within 10 days from  
207 receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have  
208 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller  
209 cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the  
210 transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller  
211 is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within  
212 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the  
213 transaction,

214 (c) **Survey**: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
215 notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on  
216 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any  
217 such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations  
218 will be determined in accordance with subparagraph (b) above.

219 (d) **Coastal Construction Control Line**: If any part of the Property lies seaward of the coastal construction control line  
220 as defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required  
221 by law delineating the line's location on the Property; unless Buyer waives this requirement in writing. The Property being  
222 purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property,  
223 including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and

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224 the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental  
225 Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being  
226 purchased.

227  Buyer waives the right to receive a CCCL affidavit or survey.

#### 228 MISCELLANEOUS

##### 229 9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

230 (a) ~~Effective Date:~~ The "Effective Date" of the Contract is the date on which the last of the parties initials or signs and  
231 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

232 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day  
233 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal  
234 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the  
235 county where the Property is located) of the appropriate day.

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

245 10. ~~NOTICES:~~ All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or  
246 electronic media. ~~Buyer's failure to deliver timely written notice to Seller, when such notice is required by this~~  
247 ~~Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed~~  
248 ~~as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee~~  
249 ~~(including a transaction broker) representing a party will be as effective as if delivered to or by that party.~~

250 11. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. **Except for brokerage**  
251 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this**  
252 **Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to  
253 be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications  
254 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.  
255 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of  
256 this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer and**  
257 **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded  
258 in any public records.

259 12. **ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
260 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
261 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 262 DEFAULT AND DISPUTE RESOLUTION

263 13. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent  
264 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may as its sole and exclusive remedy choose either  
265 to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per  
266 Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails  
267 to perform this Contract within the time specified, including timely payment of all deposits, Seller may as its sole and  
268 exclusive remedy choose to terminate this Contract and retain and collect all deposits paid and agreed to be paid as  
269 liquidated damages ~~or to seek specific performance as per Paragraph 14;~~ and Broker will, upon demand, receive 50% of  
270 all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

271 14. **DISPUTE RESOLUTION:** ~~This Contract will be construed under Florida law. All controversies, claims, and other matters~~  
272 ~~in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:~~

273 (a) ~~Disputes concerning entitlement to deposits made and agreed to be made:~~ Buyer and Seller will have 30 days  
274 from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow  
275 Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court of the  
276 Florida Real Estate Commission ("FREC"). ~~Buyer and Seller will be bound by any resulting award, judgment or order.~~  
277 ~~A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and~~

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278 timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the  
279 broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.  
280 ~~(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to~~  
281 ~~resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration~~  
282 ~~in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not~~  
283 ~~provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact~~  
284 ~~and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the~~  
285 ~~Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real~~  
286 ~~estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to~~  
287 ~~become a party to the proceeding. This clause will survive closing.~~  
288 ~~(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by~~  
289 ~~submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a~~  
290 ~~settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")~~  
291 ~~or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a~~  
292 ~~process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose~~  
293 ~~decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed~~  
294 ~~on by the parties. Each party to an arbitration will pay its own fees, costs and expenses, including attorneys' fees, and~~  
295 ~~will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award,~~  
296 ~~the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees,~~  
297 ~~costs and expenses.~~

298 **ESCROW AGENT AND BROKER**

299 **15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in  
300 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the  
301 terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any  
302 person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach  
303 of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay  
304 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
305 funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent  
306 will be arbitrated, so long as Escrow Agent consents to arbitrate.

307 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and  
308 representations that are important to them and to consult an appropriate professional for legal advice (for example,  
309 interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting  
310 requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for  
311 tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in  
312 the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public  
313 records. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification**  
314 **of the Property condition and facts that materially affect Property value.** **Buyer** and **Seller** respectively will pay all  
315 costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,  
316 agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual  
317 obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees  
318 from all liability for loss or damage based on (1) **Buyer's** or **Seller's** misstatement or failure to perform contractual  
319 obligations; (2) Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services  
320 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3)  
321 products or services provided by any vendor; and (4) expenses incurred by any vendor. **Buyer** and **Seller** each assume full  
322 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory  
323 obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive  
324 closing.

325 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
326 **Closing Agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as  
327 specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to  
328 the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing  
329 agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of  
330 compensation made by **Seller** or listing broker to cooperating brokers.

331 \_\_\_\_\_  
332 *Buyer's Sales Associate/License No.* \_\_\_\_\_ *Buyer's Firm/Brokerage Fee:* \_\_\_\_\_  
333 \_\_\_\_\_

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334 Listing Sales Associate/License No. \_\_\_\_\_ Listing Firm/Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

**ADDITIONAL TERMS**

335  
336 18. ADDITIONAL TERMS: See Attached Addendum  
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374 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to  
375 signing.

376 **OFFER AND ACCEPTANCE**

377 (Check if applicable  Buyer receives a written real property disclosure statement from Seller before making this Offer.  
378 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
379 copy delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
380 revoked and Buyer's deposit refunded subject to clearance of funds.

381 **COUNTER OFFER/REJECTION**

382  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver  
383 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days  
384 from the date the counter is delivered.  Seller rejects Buyer's offer.

385 Date: 3/29/2024 Seller: D.F. Horton, Inc.  
386 By: [Signature]  
387 Name: Keith V. Williams, Division President

388 Date: \_\_\_\_\_ Buyer: City of Port St. Lucie  
389 By: \_\_\_\_\_  
390 Name: \_\_\_\_\_, as its \_\_\_\_\_

391 **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

392 Buyer ( ) ( ) and Seller ( [Signature] ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages

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394



## ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this “*Addendum*”) is made by and between **D.R. Horton, Inc.**, a Delaware corporation (“*Seller*”) and **City of Port St. Lucie**, a Florida municipal corporation (“*Buyer*”). Seller and Buyer agree as follows:

1. **Base Contract.** Seller and Buyer have entered into that certain Vacant Land Contract (the “*Base Contract*”) dated the same date as this Addendum and to which this Addendum is attached. The Base Contract provides for Seller’s sale to Buyer of the Property generally described on Exhibit “C” attached hereto, together with all appurtenances thereto. This Addendum is hereby incorporated into and made a part of the Base Contract. The Base Contract and this Addendum are hereinafter collectively called the “*Contract*”. If any provision of this Addendum conflicts with any provision of the Base Contract, then the provision of this Addendum shall govern and control. Defined terms used in this Addendum shall have the same meaning given such terms in the Base Contract, unless otherwise indicated in this Addendum.

2. **Intentionally Deleted.**

3. **Title Objections.**

(a) **Additional Permitted Exceptions.** Paragraph 8.a. of the Base Contract is hereby amended, and Buyer and Seller agree that, in addition to the exceptions to title set forth in Paragraph 8.a. of the Base Contract, the following matters shall be permitted exceptions to the Title Policy: (a) visible and apparent easements on the Property; (b) any portion of the Property lying within a public roadway; and (c) any other exceptions to title set forth in the Title Commitment and waived by Buyer. If Buyer desires to obtain any endorsements to the Title Policy, then Buyer may obtain such endorsements at Buyer’s sole cost and expense.

(b) **No Obligation to Cure; Termination.** Seller is not obligated to cure any objections to title or survey except for: (i) all matters on Schedule B-I of the Title Commitment which are Seller’s responsibility pursuant to the Contract, (ii) those Standard B-II exceptions that are deemed satisfied upon delivery of a customary Seller’s Affidavit at Closing (a form of which is attached hereto as Exhibit “B”), and (iii) any monetary liens encumbering the Property created by Seller or Seller Parties. If objections are not cured by the Closing, Buyer may: (1) proceed to Closing, in which case, Buyer will be deemed to have waived such objections and they shall be permitted exceptions to the Title Policy and the Deed, or (ii) terminate the Contract.

4. **Special Warranty Deed.** Any conveyance made pursuant to this Contract shall be made by a special warranty deed (the “*Deed*”) in the form attached as Exhibit “A”. The only warranty, either expressed or implied, that shall be made by Seller in connection with the sale and conveyance of the Property to Buyer is the special warranty of title that shall be contained in and made pursuant to the Deed.

5. **PROPERTY SOLD AS IS, WHERE IS, AND WITH ALL FAULTS: DISCLAIMERS AND RELATED MATTERS.** As a material inducement to Seller to enter into this Contract and to sell and convey the Property to Buyer subject to the terms of this Contract and at the Purchase Price stated herein, Seller and Buyer covenant and agree as set forth in this Section 5. Buyer acknowledges and agrees that but for Buyer’s agreement to these provisions, Seller would not sell the Property to Buyer.

(a) **Disclaimer of Warranties.** Seller hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement, or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property, the Community and the Community Improvements, including, without limitation, (a) the water, soil and geology, the suitability thereof and/or of the Property for any and all activities and uses which Buyer may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the Property and/or the manner, quality, state of repair or lack of repair of the Property or any improvements thereon or related thereto (including without limitation any Community Improvements or offsite improvements and infrastructure), and (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the Property or Community or compliance with any applicable Environmental Laws or other Applicable Laws of any Governmental Authority; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, or other condition concerning the Property or Community; (iii) the value of the Property and/or the income or profits which may or may not be derived

from the Property, or any potential appreciation in value or the resale value of the Property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the Property, (v) the availability of any school or school facilities in or near the Community, traffic conditions in, around, or near the Community, or the future use of the Community or adjacent or nearby properties; (vi) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the Property; (vii) the compliance of the Property or its operation or the Community with any laws, ordinances, or regulations of any Governmental Authority, including without limitation any Environmental Laws and/or any land use laws or the compliance of the Property or its operation or the Community with any development agreements, covenants, conditions, or restrictions, or any other agreements or arrangements related to the development, use, or operation of the Property and/or the Community; and (viii) the construction of a house or any other improvements on the Property by Seller. The sale of the Property is made on an “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” basis, and Buyer expressly acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the Property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the Property or any portion thereof. Seller has no obligation to make repairs, replacements or improvements to the Property or the Community or any Community Improvements, or to pay any fees, costs or expenses related to the Property or the Community or the Community Improvements, or for any other liability or obligation with respect to the Property or the Community or Community Improvements (except for any taxes or assessments to be paid by Seller at Closing as expressly set forth in this Contract).

(b) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(c) Buyer Affiliates. The term “*Buyer Affiliate*” or “*Buyer Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Buyer and each such entity’s and Buyer’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Buyer in connection with the marketing, design, or construction of homes in the Community.

(d) Buyer Parties. The term “*Buyer Party*” or “*Buyer Parties*” means and includes: (i) any Buyer Affiliate; (ii) any future owner of the Property or any lot, including any homebuyer and such homebuyer’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Seller or any Seller Party if such Claim is made by, through, or under Buyer.

(e) Seller Parties. The term “*Seller Party*” or “*Seller Parties*” means and includes (i) Seller, and any parent, subsidiary, or affiliate entity of Seller and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Seller, and of any parent, subsidiary, or affiliate entity of Seller.

(f) RELEASE AND WAIVER OF CLAIMS. Buyer agrees that Seller shall not be responsible or liable to Buyer for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property or the Community or Community Improvements, latent or otherwise, or on account of any other conditions affecting the Property or the Community, as Buyer is purchasing the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**. Buyer, on its own behalf and on behalf of anyone claiming by, through, or under Buyer and on behalf of all other Buyer Parties, to the maximum extent permitted by Applicable Laws, hereby fully releases Seller and the Seller Parties from any and all Claims that it may now have or hereafter acquire against Seller and the Seller Parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or the Community, including without limitation the Community Improvements or any environmental or other conditions existing, circumstances or events occurring on, in, about or near the Property or the Community whether occurring before, after or at the Closing, including without limitation (i) those identified, described, or otherwise referred to in Section 5(a), and (ii) any Claims based on or related to the content, accuracy, or completeness of any information

concerning the Property or the Community or Community Improvements obtained by Buyer from any source. Buyer further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action.

(g) Buyer's Additional Representations, Warranties, and Covenants. Buyer acknowledges and agrees that having been given the opportunity to inspect the Property and the Community and the Community Improvements, Buyer is relying solely on and will rely solely on its own investigation of the Property and the Community and the Community Improvements and not on any information provided or to be provided by Seller or any employee, agent, representative, or broker of Seller or otherwise attributed to Seller, and all such reliance is expressly and unequivocally disclaimed by Buyer. Buyer further unequivocally disclaims the existence of any duty to disclose on the part of Seller or any employee, agent, representative, or broker of Seller and any reliance of Buyer on the silence or any alleged nondisclosure of Seller or any of its employees, agents, representatives, or brokers. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property or the Community and the Community Improvements was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the Community and the Community Improvements, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions and development and construction defects, may not have been revealed by Buyer's inspections and investigations and includes, without limitation, matters which, if known by Buyer, would materially affect Buyer's decision to purchase the Property. Buyer hereby assumes all risk and liability (and agrees that Seller shall not be liable for any special, direct, indirect, consequential, incidental, punitive, or other damages) resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property or the Community and/or the Community Improvements.

(h) Seller Not Developer. Buyer acknowledges that Seller did not develop the lot being sold to Buyer or the subdivision in which the Property is located or any portion of the Community, nor did Seller design, develop, construct, OR install any Community Improvements.

(i) Actions. Buyer agrees never to commence or prosecute, or conspire or collude with others to commence or prosecute, against Seller or any Seller Party any action or proceeding based upon any claims covered by the waivers and releases under this Section 5.

(j) Survival. Buyer hereby acknowledges, confirms, and agrees as follows: (i) the provisions of this Section 5 are a material inducement to Seller entering into the sale transaction which is the subject of this Contract, including without limitation the Purchase Price to be paid by Buyer to Seller for the Property; (ii) certain provisions of this Section 5 shall be included in the Deed from Seller to Buyer; (iii) to the maximum extent permitted by Applicable Laws, the provisions of this Section 5, including without limitation Buyer's releases, waivers, and covenants, are covenants running with the Property and shall be binding upon Buyer, the Buyer Parties, and all subsequent owners of the Property or any part thereof and upon any all persons claiming by, through, or under Buyer; and (iv) the provisions of this Section 5 shall survive any termination of this Contract (including any termination as a result of Seller's default) and Closing without any period of limitations, to the maximum extent permitted by any applicable law.

(k) Defined Terms. The larger development community in which the Property is located including all existing, planned, and future sections and phases and all common areas, amenities, or other land or improvements associated with the development is called and referred to herein as the "*Community*". The term "*Community Improvements*" means and includes any and all infrastructure and improvements constructed or installed in connection with the development of the Community, including without limitation streets, utilities of all types and all utility infrastructure (including but not limited to water, wastewater, electric, natural gas, telecommunications, storm sewer, drainage, and reclaimed water), Common Area Improvements for the Community or any phase thereof, and other shared improvements. The term "*Common Area Improvements*" means all fencing, screening, entryway improvements (including all associated landscaping and irrigation), sidewalks, signage, park and recreation areas, playgrounds, pools,

sports fields and courts, amenity centers and other community facilities, and other amenities for the Community.

6. **Default and Remedies.** Paragraph 13 of the Base Contract is hereby deleted and amended and restated in its entirety as follows:

(a) **Seller's Remedies.** In the event Buyer breaches any term of this Contract, Seller shall be entitled, at its option, to (i) waive the contractual obligations of Buyer in writing; (ii) terminate this Contract in which event the parties shall be released from this Contract and have no further rights, obligations, or responsibilities hereunder, except for any covenants or obligations which expressly survive any termination of this Contract or (iii) seek any remedy available to it at law or in equity, including the remedy of specific performance. The foregoing notwithstanding, and except as provided in this Agreement, Seller may enforce its rights and remedies (and/or, if applicable, defenses) under the provisions of Section 5 of this Addendum by any manner, means, or cause of action allowed at law or in equity.

(b) **Buyer's Remedies.** If Seller defaults in performing Seller's obligations hereunder for a reason other than Buyer's default, Buyer shall be entitled, as Buyer's sole and exclusive remedy, to (i) waive the contractual obligations of Seller and proceed to Closing (and Closing by Buyer hereunder shall be deemed Buyer's waiver of any and all Seller defaults); or (ii) enforce specific performance of this Contract against Seller, subject to the terms and conditions of this Contract. As a condition to enforcing specific performance of this Contract, Buyer must have timely performed all of Buyer's obligations hereunder and tendered to Seller on the Closing Date all funds, documents, and other deliveries required of Buyer hereunder, and such funds, documents and other deliveries must thereafter remain in escrow with the Title Agent and available for immediate delivery to Seller (upon Seller's delivery of the Deed) until the conclusion of such suit for specific performance or Seller's tender of the Deed.

7. **Limitation of Liability and Limitation on Damages.** In no event shall Buyer have the right to levy execution against any property of Seller or any Seller Party other than the Property. In no event shall either party be liable to the other party for (and each party hereby waives all rights to) any speculative, incidental, consequential, or punitive damages for any breach of or default under the Contract or under any other provision of the Contract.

8. **Assignment.** This Contract may not be assigned by Buyer without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion. Any purported or attempted assignment by Buyer inconsistent with the foregoing shall constitute a default by Buyer under this Contract. In no event shall any assignment release or discharge Buyer from any liability or obligations under this Contract.

9. **Miscellaneous.** The Base Contract, together with this Addendum and any other addenda and/or exhibits attached to the Contract, embody the entire agreement between Buyer and Seller relative to the subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth in the Contract. This Contract shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

10. **Amendment.** Except as otherwise expressly set forth in this Section 10, this Contract may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller (including Seller's Corporate Approval). Such amendment may be transmitted by email, facsimile, or other method permitted by the provisions for giving notice in this Contract. Except as otherwise expressly set forth in this Section 10 with respect to execution by DocuSign or similar technology, (1) Seller does not assent or agree to and will not be bound by any electronic signature or other electronic record, and without limiting the foregoing, and (2) Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Contract or any amendment hereto. The parties acknowledge and agree that execution of this Contract or any amendment to this Contract may be accomplished by electronic signature utilizing DocuSign or any similar technology.

11. **Multiple Counterparts; Faxes & Electronic Scans.** This Addendum and the Base Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which

taken together shall constitute one and the same instrument. Buyer and Seller further agree that the Contract may be transmitted by facsimile machine or by electronic scanning and email, and the parties intend that faxed or scanned signatures shall constitute original signatures. A facsimile copy or electronically scanned copy of this Contract with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties.

12. **Interstate Land Sales Full Disclosure Act.** Interstate Land Sales Full Disclosure Act. As required by Section 1702(b)(5)(F) of the Interstate Land Sales Full Disclosure Act (15 U.S.C. §1701 et seq.) (the “ILSFDA”), each person or entity constituting “Buyer” hereunder hereby represents and warrants to Seller that he/she has made an on-the-ground inspection of the Property and that Seller has not induced Buyer to visit or purchase the Property by any manner prohibited under the ILSFDA and/or any rules or regulations promulgated pursuant thereto (including without limitation 24 C.F.R. 1710 et seq.). At or before Closing, Buyer shall execute and deliver to Seller an affidavit in form attached hereto as Exhibit D, reaffirming the foregoing representations and warranties under oath.

13. The “*Effective Date*” of the Contract means the last of the following dates: (a) the date this Contract is executed by Buyer; (b) the date this Contract is executed by Seller; or (c) the date of Seller’s Corporate Approval, as required by Section 14 below.

14. **CORPORATE AND CITY COUNCIL APPROVALS.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF SELLER UNLESS THE CONTRACT OR AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DAVID V. AULD, BILL WHEAT, MICHAEL J. MURRAY, PAUL ROMANOWSKI, OR DARREN SALTZBERG EACH AN OFFICER OF SELLER (THE “*AUTHORIZED OFFICERS*”). Such approval by an Authorized Officer is referred to as “*Corporate Approval*”.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF BUYER UNLESS THE CONTRACT OR AMENDMENT IS APPROVED BY RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA. UNTIL SUCH TIME THAT THE AGREEMENT IS APPROVED BY THE CITY COUNCIL, SELLER SHALL HAVE THE RIGHT TO WITHDRAW AND TERMINATE ITS OFFER OF SALE.

15. **Additional Defined Terms.**

(a) “*Applicable Law*” means any city, county, state, federal, or other governmental regulation, ordinance, law, code, statute or constitution, including any zoning ordinance or use restriction or any administrative, executive, or judicial orders, decrees, or determinations which govern, regulate, control, or otherwise apply to or relate in any manner to the Property and the ownership, development, use, or operation of the Property, to the construction, marketing, and sale of homes in the Community, to homebuilders and contractors, and/or to the interpretation and enforcement of this Contract, including without limitation all Environmental Laws (as hereinafter defined).

(b) “*Environmental Laws*” means any local, state, or Federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure, or otherwise to health and safety, including without limitation each of the following, as the same may be amended from time to time: (1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, “*RCRA*”), and regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, “*CERCLA*”), and regulations promulgated thereunder; (3) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (4) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*); and (5) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to “wetlands”, including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*).

(c) “*Governmental Authorities*” means the United States, the State, the County, and the City (if any), or any other governmental authority or agency having jurisdiction over the Property, the construction and sale of homes, or any other activities Buyer may conduct on the Property, including without limitation any municipal utility district, water control and improvement district, or similar district or taxing authority in which the Community is located or otherwise having jurisdiction over the Property, and any other agency,

department, commission, board, or bureau or instrumentality of any of the foregoing, including without limitation the Federal Housing Administration, the Department of Veterans Affairs, the Army Corps of Engineers, the Federal Emergency Management Agency, and the Environmental Protection Agency.

16. **Notices.** All notices and other communications relating to this Agreement shall be written and sent (a) by personal delivery, (b) by commercial courier, (c) certified United States Mail, return receipt requested, or (d) by fax or other electronic means with the sender retaining a printout of the confirmation of delivery, to the addresses below. Until notice of changes of address is given to the other party, notices shall be delivered, addressed or directed as follows:

To Buyer: City of Port St. Lucie  
Attn: Jesus Merejo, City Manager  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Phone: (772) 871-5163  
JMerejo@cityofpsl.com

With a copy to: City of Port St. Lucie  
Attn: Richard Berrios, Interim City Attorney  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Phone: (772) 871-5294  
RBerrios@cityofpsl.com

To Seller: D.R. Horton, Inc.  
1430 Culver Drive NE  
Palm Bay, FL 32907  
Attn: Keith V. Williams, Division President  
Phone: (321) 953-3105  
Email: kvwilliams@drhorton.com

With a copy to: D.R. Horton, Inc.  
3501 Riga Blvd., Suite 100  
Tampa, FL 33619  
Attention: Charbel J Barakat, Chief Counsel, Florida Region  
Phone: 407-850-3027  
Email: CBarakat@drhorton.com

And to: Christopher M. Gill, Esq.  
Hand Arendall Harrison Sale LLC  
104 St. Francis Street, Suite 300  
Mobile, AL 36602  
Phone: (251) 694-6238  
Fax: (251) 694-6375  
Email: [cgill@handfirm.com](mailto:cgill@handfirm.com)

To Escrow Agent: DHI Title of Florida, Inc.  
Attn: Melissa Anderson  
12276 San Jose Blvd., Ste. 739  
Jacksonville, FL 32223  
Phone: (904) 421-4650  
Fax: (904) 421-4660  
Email: [landtitle@dhititle.com](mailto:landtitle@dhititle.com)

17. **Sinkhole Disclosure.** SINKHOLES ARE A COMMON FEATURE IN FLORIDA. YOU MAY OBTAIN INFORMATION REGARDING SINKHOLES AND OTHER SUBTERRANEAN EVENTS AND REPORTED SINKHOLE OCCURRENCES FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT [WWW.DEP.STATE.FL.US/GEOLOGY/GEOLOGICTOPICS/SINKHOLE.HTM](http://WWW.DEP.STATE.FL.US/GEOLOGY/GEOLOGICTOPICS/SINKHOLE.HTM).

18. **Intentionally Deleted.**

19. **Radon.** Florida law requires the following disclosure to be given to the Buyer of property in this State. Seller has made no independent inspection of the Property to determine the presence of conditions that may result in radon gas; however, Seller is not aware of any such condition. Certain building methods and materials have been proven to reduce the possibility of radon gas entering the building:

“RADON GAS: 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 over 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 your county public health unit.”

20. **Intentionally Deleted.**

21. **Commission.** Seller and Buyer each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property. SELLER SHALL IN NO WAY BE LIABLE TO BUYER, BUYER'S BROKER, BUYER'S AGENT, OR ANY OTHER BUYER PARTY(IES) CONCERNING COMMISSION RESULTING FROM THE SALE AND PURCHASE OF THE PROPERTY. BUYER SHALL IN NO WAY BE LIABLE TO SELLER, SELLER'S BROKER, SELLER'S AGENT, OR ANY OTHER SELLER PARTY(IES) CONCERNING COMMISSION RESULTING FROM THE SALE AND PURCHASE OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT, AS APPLICABLE.

22. **Title Company and Closing Agent.** Notwithstanding anything contained in the Base Contract to the contrary, (a) DHI Title of Florida, Inc. (the “Title Company”) will serve as the title company and closing agent for the Closing, and (b) Buyer shall pay the cost of any title search, the cost for preparation and issuance of an owner's policy of title insurance and any closing fee charged by the Title Company relative to the Closing.

23. **Jury Waiver.** BY THEIR EXECUTION HEREOF, EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR RELATED TO THIS CONTRACT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY COURSE OF CONDUCT, COURSE OF DEALING, RELATIONSHIP OF THE PARTIES, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION ARISES BY CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT, AND THAT EACH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

23. **Ryan Clause:** Buyer acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Property. Buyer's acceptance of title to the Property, which is subject to such restrictions, shall not be construed as a waiver of Buyer's claim of exemption as a

governmental unit, from any cloud or encumbrance created by the above-mentioned matters pursuant to Ryan v. Manalapan, 414 So.2d 193 (Fla. 1982). Buyer and Seller hereby agree that this language shall appear on the face of the deed transferring title to the Property from Seller to Buyer.

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EXECUTED BY BUYER this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BUYER:

**City of Port St. Lucie.**, a Florida municipal corporation

By: \_\_\_\_\_

Name: Jesus Merejo  
As Its: City Manager

EXECUTED BY SELLER this 29<sup>th</sup> day of March, 2024.

SELLER:

**D.R. Horton, Inc.**,  
a Delaware corporation,

By:   
Keith V. Williams, Division President

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[SELLER'S CORPORATE APPROVAL ON FOLLOWING PAGE]

CORPORATE APPROVAL

Executed by Seller pursuant to Section 14 of this Addendum on \_\_\_\_\_, 2024.

SELLER – CORPORATE APPROVAL:

**D.R. Horton, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**

**Form of Deed**

**THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING, PLEASE RETURN TO:**  
[Counsel name/address]

Parcel Identification Numbers: \_\_\_\_\_

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and entered into as of the \_\_\_\_th day of \_\_\_\_\_, 2024, by and between **D.R. HORTON, INC.**, a Delaware corporation, whose post office address is 1430 Culver Drive NE, Palm Bay, FL 32907 ("**Grantor**"), to **City of Port St. Lucie**, a Florida municipal corporation, whose post office address is 121 SE Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("**Grantee**").

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Special Warranty Deed and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

**W I T N E S S E T H:**

**THAT**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee "**AS IS**", "**WHERE IS**" AND "**WITH ALL FAULTS**" AND **WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED**, except with respect to warranty of title set forth in this Special Warranty Deed and the representations and warranties expressly set forth in that certain Vacant Land Contract between Grantor and Grantee dated \_\_\_\_\_, 2024 (the "Contract"), all that certain real property together with the improvements thereon (hereinafter collectively referred to as the "**Real Property**") in Lee County, Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, if any; and

TO HAVE AND TO HOLD, the same unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will specially warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all liens and encumbrances, except real property taxes accruing subsequent to December 31, 2024, assessments for the year 2024 and thereafter, and easements and restrictions of record, if any, provided that this reference thereto shall not serve to reimpose same.

By acceptance of this conveyance, Grantee does hereby covenant and agree that from and after the date of the recording of this Special Warranty Deed in the Public Records of St. Lucie County, Florida and continuing for a period of fifteen (15) years therefrom, Grantee shall not convey fee simple title to any portion of the Real Property or any option with respect thereto, without the prior written consent of Grantor, which consent may be withheld in Grantor's reasonable judgment.

**Disclaimer of Warranties.** Grantor hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement or representation of any kind or character, oral or written, past, present or future, of, as to or concerning: (i) the nature and condition of the Property and the Community Improvements, including, without limitation, (a) the water, soil and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the Property and/or the manner, quality, state of repair or lack of repair of the Property or any improvements thereon or related thereto (including without limitation any Community Improvements or offsite improvements and infrastructure), and (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under or near the Property or Community or compliance with any applicable Environmental Laws or other Applicable Laws of any Governmental Authority; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation or other condition concerning the Property or Community; (iii) the value of the Property and/or the income or profits which may or may not be derived from the Property, or any potential appreciation in value or the resale value of the Property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the Property; (v) the availability of any school or school facilities in or near the Community, traffic conditions in, around or near the Community, or the future use of the Community or adjacent or nearby properties; (vi) the existence, applicability, availability, validity or enforceability of any entitlements or development rights related to or appurtenant to the Property; (vii) the compliance of the Property or its operation or the Community with any laws, ordinances or regulations of any Governmental Authority, including without limitation any Environmental Laws and/or any land use laws or the compliance of the Property or its operation or the Community with any development agreements, covenants, conditions or restrictions, or any other agreements or arrangements related to the development, use or operation of the Property and/or the Community; and (viii) the construction of a house or any other improvements on the Property by Grantor. The conveyance of the Property is made on an "AS IS", "WHERE IS" AND "WITH ALL FAULTS" basis, and Grantee expressly acknowledges that Grantor makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the Property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the Property or any portion thereof. Grantor has no obligation to make repairs, replacements or improvements to the Property or the Community or any Community Improvements, or to pay any fees, costs or expenses related to the Property or the Community or the Community Improvements, or for any other liability or obligation with respect to the Property or the Community or Community Improvements (except for any taxes or assessments to be paid by Grantor at Closing as expressly set forth in this Contract).

**Claims.** The term "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

**Grantee Affiliates.** The term "Grantee Affiliate" or "Grantee Affiliates" means and includes: (i) any parent, subsidiary or affiliate entity of Grantee and each such entity's and Grantees' employees, officers, directors, members, managers, shareholders, partners, attorneys, agents and representatives and their respective heirs, successors and assigns, and (ii) any contractor, subcontractor, engineer, architect,

broker, agent or other party hired or retained by Grantee in connection with the marketing, design or construction of homes in the Community.

**Grantee Parties.** The term “Grantee Party” or “Grantee Parties” means and includes: (i) any Grantee Affiliate; (ii) any future owner of the Property or any lot, including any homebuyer and such homebuyer’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through or under Grantees.

**Grantor Parties.** The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor and any parent, subsidiary or affiliate entity of Grantor and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents and representatives of Grantor, and of any parent, subsidiary or affiliate entity of Grantor.

**Release and Waiver of Claims.** Grantees agree that Grantor shall not be responsible or liable to Grantees for any defect, errors or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property or the Community or Community Improvements, latent or otherwise, or on account of any other conditions affecting the Property or the Community, as Grantees are purchasing the Property **AS IS, WHERE IS AND WITH ALL FAULTS.** Grantees, on their own behalf and on behalf of anyone claiming by, through or under Grantees and on behalf of all other Grantee Parties, to the maximum extent permitted by Applicable Laws, hereby fully releases Grantor and the Grantor Parties from any and all Claims that it may now have or hereafter acquire against Grantor and the Grantor Parties arising from or related to any defect, errors or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or the Community, including without limitation the Community Improvements or any environmental or other conditions existing, circumstances or events occurring on, in, about or near the Property or the Community whether occurring before, after or at the conveyance, including without limitation any Claims based on or related to the content, accuracy or completeness of any information concerning the Property or the Community or Community Improvements obtained by Grantee from any source. Grantees further acknowledge and agree that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen and/or unsuspected claims, damages and causes of action.

Grantee acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Property. Grantee’s acceptance of title to the Property, which is subject to such restrictions, shall not be construed as a waiver of Grantee’s claim of exemption as a governmental unit, from any cloud or encumbrance created by the above-mentioned matters pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982).

ALL DEFINED TERMS USED IN THIS SPECIAL WARRANTY DEED SHALL HAVE THE SAME MEANINGS ASCRIBED THERETO IN THE CONTRACT UNLESS OTHERWISE INDICATED HEREIN TO THE CONTRARY.

**[SIGNATURES ON FOLLOWING PAGE]**


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**IN WITNESS WHEREOF**, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**"Grantor"**

**D.R. HORTON, INC.,**  
a Delaware corporation



Print Name: Michael Folstein

  
Print Name: Wyatt Rudd

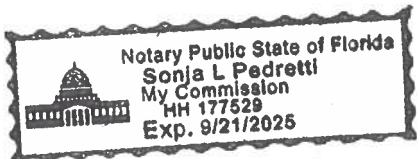
By: 


Keith V. Williams  
Its Division President

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 29 day of March, 2024, by Keith V. Williams, as Division President of **D.R. HORTON, INC.**, a Delaware corporation, on behalf of the corporation, who () is personally known to me or ( ) has produced as identification



  
Notary Public - State of Florida  
Printed Name: Sonja L. Pedretti  
Commission Number: HH 177529  
Commission Expiration: 9/21/2025

**JOINDER OF GRANTEE**

Grantee does hereby join in the terms of this Special Warranty Deed with respect to the various indemnities, releases, waivers and disclaimers set forth herein.

Signed, sealed and delivered  
in the presence of:

**"Grantee"**

**City of Port St. Lucie**, a Florida municipal  
corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jesus Merejo

As its: City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jesus Merejo, the City Manager of City of Port St. Lucie, a Florida municipal corporation, on behalf of the municipal corporation, who ( X ) is personally known to me or ( ) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

EXHIBIT "A"  
(TO THE DEED)  
(Real Property)

Lot 11, Block 1447, PORT ST. LUCIE SECTION FIFTEEN, a subdivision according to the plat thereof recorded in Plat Book 13, Pages 6, 6A through 6E, in the Public Records of St. Lucie County, Florida.



Exhibit "B"

Form of Seller's Affidavit

SELLER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, a notary public duly authorized in the State and County set forth below to administer oaths and take acknowledgments, this day personally appeared the undersigned, not individually, but solely on behalf of the Seller (as defined below), who, upon being first duly sworn, stated that:

1. Basis for Affidavit. I am the Division President of **D.R. HORTON, INC.**, a Delaware corporation ("**Seller**"), and as such have personal knowledge of the matters stated in this Affidavit, all of which are true and correct to my current, actual knowledge (without investigation or inquiry). This Affidavit is given in connection with the conveyance of the property described on Exhibit "A", attached hereto and made a part hereof (the "**Property**") by Seller **City of Port St. Lucie**, a Florida municipal corporation ("**Buyer**"), pursuant to that certain Vacant Land Contract dated March 29, 2024 (the "**Agreement**"). Capitalized terms used herein without definition shall have the same meanings as given to such terms in the Agreement.
2. Title and Possession. There is no person in possession of the Property or with a claim of possession to the Property except the Seller.
3. Labor and Materials. There has been no labor, material or services provided for or improvements upon the Property within the previous ninety (90) days for which payment has not been made in full, and that there are no outstanding contracts, either oral or written, for the furnishing of such labor, material or services.
4. Reliance Upon Affidavit. I understand that material reliance will be placed upon this Affidavit by the Buyer and DHI Title of Florida, Inc.

Keith V. Williams  
Keith V. Williams

SWORN TO AND SUBSCRIBED before me this 29<sup>th</sup> day of March, 2024, by Keith V. Williams. Said person (  ) is personally known to me or (  ) has presented \_\_\_\_\_ as identification.



Sonja Pedretti  
Notary Public - State of Florida  
Print Name: Sonja Pedretti  
Commission Number: HH 177529  
Commission Expiration: 9/21/2025

**EXHIBIT "A"**  
**(TO THE SELLER'S AFFIDAVIT)**

**LEGAL DESCRIPTION**

Lot 11, Block 1447, PORT ST. LUCIE SECTION FIFTEEN, a subdivision according to the plat thereof recorded in Plat Book 13, Pages 6, 6A through 6E, in the Public Records of St. Lucie County, Florida.

**Exhibit "C"**

**Legal Description for Property**

Lot 11, Block 1447, PORT ST. LUCIE SECTION FIFTEEN, a subdivision according to the plat thereof recorded in Plat Book 13, Pages 6, 6A through 6E, in the Public Records of St. Lucie County, Florida.

**EXHIBIT "D"**

**AFFIRMATION OF BUYER REGARDING  
INTERSTATE LAND SALES FULL DISCLOSURE ACT**

BEFORE ME, the undersigned authority, on this day personally appeared Jesus Merejo as City Manager of the **City of Port St. Lucie**, a Florida municipal corporation, ("Buyer"), who after being first duly sworn, hereby deposes and says:

Buyer intends to execute that certain Vacant Land Contract ("Contract") pursuant to which D.R. Horton, Inc., a Delaware corporation (as "Seller"), will agree to sell and Buyer will agree to purchase that certain tract or lot of land (the "Lot") located in Port St. Lucie Subdivision (the "Subdivision") in St. Lucie County, Florida, more particularly described as follows:

Lot 11, Block 1447, PORT ST. LUCIE SECTION FIFTEEN, a subdivision according to the plat thereof recorded in Plat Book 13, Pages 6, 6A through 6E, in the Public Records of St. Lucie County, Florida.

Prior to execution of the Contract and this Affidavit, the undersigned duly authorized representative of Buyer made a personal, on-the-ground inspection of the Property, and certifies to Seller that such personal inspection was made as evidenced by the initials below:

Name: <hr style="width: 80%; margin-top: 5px;"/>	I personally inspected the Lot.	<u>Initials</u>
---	---------------------------------	-----------------

Based on such personal inspection, the undersigned, on behalf of Buyer, is satisfied with the location, condition, and all other aspects of the Lot.

Seller has made no offer to Buyer, by direct mail, telephone solicitation or by any other means or methods, of any gift, trip, dinner or any other similar promotional techniques to induce Buyer to visit the subdivision where the Lot is located or to purchase the Lot.

THE UNDERSIGNED further states that Buyer is familiar with the nature of the oath, and with the penalties as provided by law for falsely swearing to statements made in an instrument of this nature, and declares under the penalties of perjury that the above statements are true and correct.

**CITY OF PORT ST. LUCIE, a Florida municipal  
corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: THIS IS AN EXHIBIT. DO NOT EXECUTE.