



"A City for All Ages"

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association



MEMORANDUM

TO: RUSS BLACKBURN, CITY MANAGER

VIA: JESUS MEREJO, CHIEF ASSISTANT CITY MANAGER *Jay*

THRU: HEATH STOCTON, P.E., PUBLIC WORKS DIRECTOR *HS*

FROM: FRANK KNOTT, MANAGER, ENGINEERING, CIP & SUPPORT SERVICES *Frank Knott*

DATE: JULY 12, 2022

SUBJECT: FLORESTA DRIVE IMPROVEMENTS PHASE 2 – PROPERTY ACQUISITION

Pursuant to the Floresta Drive Corridor Master Plan layout approved by the City Council on May 14, 2018 and subsequent Construction Plans developed by American Consulting Professionals (ACP), there are portions of properties that need to be acquired for construction.

The design consultant has identified several parcels that will need to be acquired by the City for right-of-way purposes. One of the portions of properties to be acquired is located at 1420 SE Floresta Drive, which is the Port St. Lucie Christian Church. The portion of the subject property is included in Phase 2 of the Floresta Drive Improvement Project and will be utilized for roadway improvements associated with the elongated roundabout proposed to alleviate traffic congestion at Floresta Elementary School. The purchase cost includes the certified appraisal which confirmed the market value of the portion of property to be acquired is \$10,700.00. Their existing sign is located within the limits of work and will need to be replaced. The cost of a new sign is \$13,800.00 plus a \$600.00 permit fee for a total acquisition cost of \$25,100.00 plus closing cost and the appraisal.

Public Works is requesting your written authorization to offer \$25,100.00 to acquire the subject portion of property. If approved and the offer is successful, Public Works will be presenting this matter to City Council via a Resolution at an upcoming meeting.

Should you have any questions or need additional information, please do not hesitate to contact me.
/fk

Attachments

Approved – Russ Blackburn, City Manager

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Port St. Lucie Christian Church, Inc., a Florida not for profit corporation
("Seller") and the City of Port St. Lucie, a Florida municipal corporation
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: 1420 SE Floresta Drive, Port St. Lucie, FL 34983
Legal Description: _____
See Legal Description attached hereto and incorporated herein as Exhibit "A"

SEC ____/TWP ____/RNG ____ of _____ County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____
2. **Purchase Price:** (U.S. currency) \$ 25,100.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: N/A
Escrow Agent's Contact Person: _____
Escrow Agent's Address: _____
Escrow Agent's Phone: _____
Escrow Agent's Email: _____
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date \$ _____
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 25,100.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before May 31, 2022, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on July 29, 2022 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller AMB acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ Buyer will pay cash for the Property with no financing contingency.
- (b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

- (1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.
- (2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

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

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

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

- 7. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

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

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

(Check one) ☐ Seller's ☒ Buyer's expense and
(Check one) ☐ within _____ days after Effective Date ☒ at least 20 days before Closing Date,
(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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

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

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

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

- (a) **Inspections: (Check (1) or (2))**

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

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

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

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

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

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

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

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: Buyer shall pay all closing costs, other than the recording fees for documents necessary to cure title.

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Buyer shall pay all closing costs, other than the recording fees for documents necessary to cure title.

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

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

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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

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

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

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

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

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

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

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

(a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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example, interpreting this
foreign investor
etc.) and for tax,
t all representations.

IS: Buyer agrees to rely
of the Property
ly will pay all costs and
r's officers, directors,
nt or failure to perform
officers, directors,
's misstatement or failure
luding, but not limited to,
ons, and remarks related
ond the scope of
rat, recommendation, or
as incurred by any

314 vendor. **Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.**
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

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

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

from **Seller's** breach and may seek to recover such damages or seek specific perform
liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations un
including payment of deposit(s) within the time(s) specified, **Seller** may elect to reco
deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liqui
consideration for execution of this Contract, and in full settlement of any claims, wher
will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** o
equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party s
recover from the non-prevailing party costs and fees, including reasonable attorney's fees
the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing
"Agent") to receive, deposit, and hold funds and other items in escrow and subject to Col
upon proper authorization and in accordance with Florida law and the terms of this Contr
brokerage fees. "Collection" or "Collected" means any checks tendered or received have
finally collected and deposited in the account of Agent. The parties agree that Agent will
for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Ag
Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agen
and costs from the deposit and will recover reasonable attorneys' fees and costs to be pa
funds or equivalent and charged and awarded as court costs in favor of the prevailing par

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all fa
that are important to them and to consult an appropriate professional for legal advice (for
Contract, determining the effect of laws on the Property and this transaction, status of title
reporting requirements, the effect of property lying partially or totally seaward of the CCC
property condition, environmental, and other specialized advice. **Buyer** acknowledges tha
oral, written, or otherwise) by Broker are based on **Seller** representations or public recor
solely on **Seller**, professional inspectors, and government agencies for verification
condition and facts that materially affect Property value. **Seller** and **Buyer** respective
expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broke
agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstateme
contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's
agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer**
to perform contractual obligations, (ii) the use or display of listing data by third parties, inc
photographs, images, graphics, video recordings, virtual tours, drawings, written descript
to the Property, (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task bey
services regulated by Chapter 475, Florida Statutes, as amended, including Broker's refe
retention of any vendor, (iv) products or services provided by any vendor, and (v) expens

327* N/A
328 **Seller's Sales Associate/License No.**

N/A
Buyer's Sales Associate/License No.

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329* _____
330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**
331 _____
332* _____
333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**
334 _____
335* _____
336 **Listing Brokerage** **Buyer's Brokerage**
337 _____
338 _____
339* **Listing Brokerage Address** **Buyer's Brokerage Address**
340 _____
341 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
342 (Check if applicable):
343 ☐ A. Back-up Contract
344 ☐ B. Kick Out Clause
345 ☒ C. Other Buyer's Addendum

345* **23. Additional Terms:** _____
346 This Contract shall not become effective unless and until passed and adopted via Resolution by the City Council
347 of the City of Port St. Lucie, Florida.
348 _____
349 The purchase price includes the following: \$13,800 for sign replacements, \$600 for permit and engineering fees,
350 and \$10,700 for the appraised value of the real property being acquired.
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

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

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.** the City of Port St. Lucie, a Florida municipal corporation

367* **Buyer:** _____ **Date:** _____

368* **Print name:** Russ Blackburn, City Manager

369* **Buyer:** _____ **Date:** _____

370* **Print name:** _____

371 **Buyer's address for purpose of notice:**

372* **Address:** 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984

373* **Phone:** 772-871-5294 **Fax:** _____ **Email:** mcarland@cityofpsl.com

374* **Seller:** Port St. Lucie Christian Church, Inc., a Florida not for profit corporation **Date:** _____

375* **Print name:** _____

376* **Seller:** Robert H. Blair **Date:** 6/27/2022

377* **Print name:** ROBERT H. BLAIR

Buyer () and Seller () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's address for purpose of notice:**

379* **Address:** 1420 SE Floresta Drive, Port St. Lucie, Florida

380* **Phone:** _____ **Fax:** _____ **Email:** _____

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

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Plat of Port St. Lucie, Section Three
(Section 34, Township 36 S, Range 40 E)
4-28-21

Fee Simple Right of Way

Floresta Drive Saint Lucie County

A portion of Tract B, Block 443, PORT ST. LUCIE, SECTION THREE, according to the plat thereof, as recorded in Plat Book 12, Page 13 of the Public Records of Saint Lucie County, Florida, lying in Section 34, Township 36 South, Range 40 East, Saint Lucie County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Tract B, said corner being on the Northerly Existing Right of Way line for Howe Avenue, thence North 89°39'58" East along the Southerly line of said Tract B and the said Northerly Existing Right of Way line, a distance of 304.93 feet to the Point of Beginning; thence North 27°37'02" East, a distance of 25.35 feet; thence North 00°24'26" West, a distance of 102.53 feet to a curve concave to Southeast, having a chord bearing of North 17°59'17" East; thence Northerly along said curve, having a radius of 57.00 feet, through a central angle of 36°47'25", an arc distance of 36.60 to the beginning of a non-tangent, reverse curve, concave to the Northwest, having a chord bearing of North 34°00'12" East; thence Northerly along said curve, having a radius of 110.00 feet, through a central angle of 4°48'07", an arc distance of 9.22 feet to a point on the Westerly existing Right of Way line of said Floresta Drive; thence South 00°20'02" East along said Easterly line of said Tract B and said Westerly Right of Way line, a distance of 141.69 feet to a curve concave to the Northwest having a chord bearing of South 44°39'58" West; thence Southwesterly along said curve, having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet to a point on the Northerly Existing Right of Way line of said Howe Avenue; thence South 89°39'58" West along the Southerly line of said Tract B and said Northerly Right of Way line, a distance of 3.25 feet to the Point of Beginning.

Containing 2510 square feet, more or less.

SURVEYORS NOTES

1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF FLORESTA AVENUE AS SHOWN ON THE PLAT OF PORT ST. LUCIE ~ SECTION THREE RECORDED AMONG THE LAND RECORDS OF ST. LUCIE COUNTY IN PLAT BOOK 12, PAGE 13
2. THIS PARCEL SKETCH WAS PREPARED FOR THE PURPOSE OF PREPARING A LAND DESCRIPTION
3. THIS IS NOT A SURVEY.

SURVEYORS CERTIFICATION

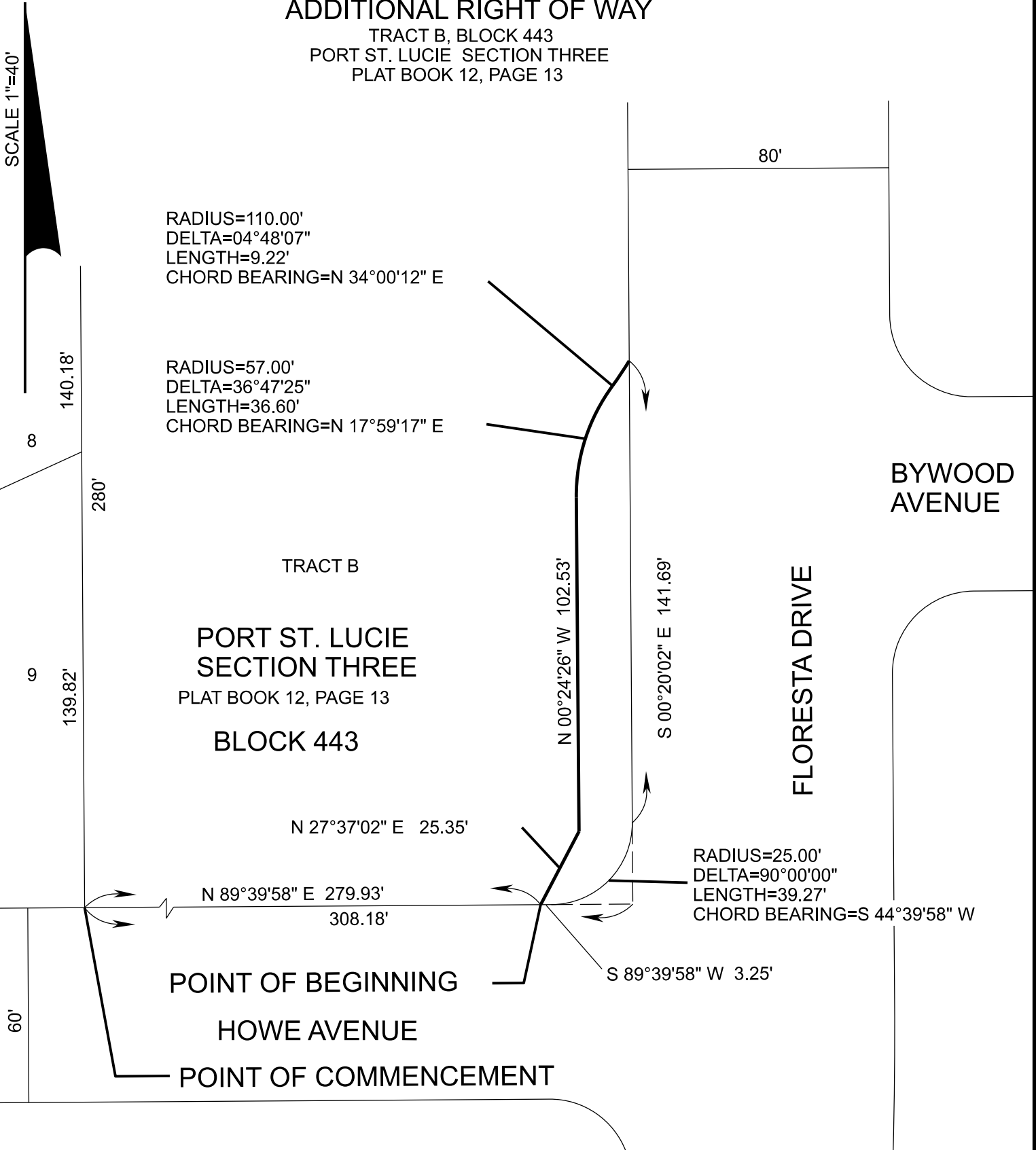
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH ATTACHED HERETO WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA BY THE FLORIDA BOARD OF PROFESSIONAL SURVYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

STEVEN N. BRICKLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO LS 6841

DATE OF SIGNATURE
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL
OR ELECTRONIC SIGNATURE

			CITY OF PORT ST. LUCIE					
			SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY					
			ROAD : FLORESTA DRIVE				ST. LUCIE COUNTY	
				BY	DATE	PREPARED BY:	DATA SOURCE:	
						BOWMAN CONSULTING GROUP	030265-01-003	
TITLE BLOCK	TM	2/9/2022	DRAWN	T.DITMAN	5/13/21	CONTRACT # 20190112		PHASE 2-3
REVISION	BY	DATE	CHECKED	S.BRICKLEY	5/14/21			SHEET 1 OF 2

ADDITIONAL RIGHT OF WAY
TRACT B, BLOCK 443
PORT ST. LUCIE SECTION THREE
PLAT BOOK 12, PAGE 13



			CITY OF PORT ST. LUCIE			
			SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY			
			ROAD : FLORESTA DRIVE			ST. LUCIE COUNTY
			BY	DATE	PREPARED BY:	DATA SOURCE:
			DRAWN	T.DITMAN	5/18/21	BOWMAN CONSULTING GROUP
			CHECKED	S.BRICKLEY	5/19/21	030265-01-003
TITLE BLOCK	TM	2/9/2022	CONTRACT # 20190112			
REVISION	BY	DATE	PHASE 2-3			SHEET 2 OF 2

ADDENDUM: BUYER'S ADDENDUM

1. This Addendum will be incorporated into the Vacant Land Contract (hereinafter referred to as the "Contract") between **Port St. Lucie Christian Church, Inc., a Florida not for profit corporation** ("Seller") and the **City of Port St. Lucie, a Florida municipal corporation** ("Buyer"), and shall supersede any provisions in conflict with the attached Contract, and which may be in conflict with the provisions contained herein below.

2. **Purchase Price.** Buyer agrees to pay to Seller and Seller agrees to accept from Buyer at the time of Closing the sum of **Twenty-Five Thousand One Hundred Dollars (\$25,100.00)** for the Buyer's purchase of fee simple title to the real property which is described in Exhibit "A" to the Contract ("Property").

3. **Proration.** The parties hereby agree that the typical pro-rations (such as, but not limited to, utility service, water and sewer costs, electricity, taxes) normally considered being part of closing costs and expenses shall be prorated; however, the payment of any and all delinquent or unpaid real estate taxes, together with the payoff of the special assessment for the City of Port St. Lucie's water and sewer expansion project and any unpaid solid waste assessments shall be borne by the Seller.

4. **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.

5. **Default.** If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special, consequential, punitive, or otherwise) for any default under this Contract.

6. **Dispute Resolution.** All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach shall not be resolved through neutral binding arbitration; any disputes arising out of or relating to this transaction, or this Contract shall be resolved through any and all other legal remedies available under the laws of the State of Florida.

7. **Eminent Domain.** The City of Port St. Lucie, as the Buyer in this proposed real estate transaction, reserves the right to file a condemnation action to secure clear fee simple marketable title to the Property against any and all known or unknown persons who may claim

any interest whatsoever in and to the Property. In the event the City determines that it is in its best interest to acquire title through a condemnation proceeding, Seller expressly consents to such proceeding and agrees not to contest the taking on any grounds whatsoever, and to accept the Purchase Price, stated in Paragraph 2 hereinabove pursuant to a settlement agreement and/or a Stipulated Order of Taking and Final Judgment, as required by the City in its sole discretion, that will incorporate all of the obligations and responsibilities of the owner, as full and just compensation for the taking of the Property, including all attorneys' fees and costs and special damages, if any.

8. **WAIVER OF JURY TRIAL.** Buyer and Seller each knowingly, voluntarily and intentionally waive any right which either 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, relating to, or from this Contract or transaction. Buyer and Seller have specifically negotiated for this waiver and understand the legal consequences of it. This provision shall survive the closing of this transaction or any earlier termination of this Contract.

9. **Governing Law.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida. In the event any legal or equitable action arises under this Contract, the proper venue of any such action shall lie exclusively within the state courts in and for St. Lucie County, Florida.

10. **Recording.** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida, but shall not be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.

11. **Invalid Provisions.** In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

12. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy and/or email transmission of this Contract and any signatures thereon shall be considered for all purposes as originals.

13. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

14. **Effectiveness.** The effectiveness of this Contract is contingent upon and subject to approval by the City Council of Port St. Lucie, as well as a public hearing, if applicable. The Contract and the City's obligation to close is conditioned on City Council approval.

BUYER: CITY OF PORT ST. LUCIE

Date: _____

By: _____
Russ Blackburn
City Manager

**SELLER: PORT ST. LUCIE CHRISTIAN
CHURCH**

Date: 6/27/2022

By: Robert A. Blair
Print Name: ROBERT A. BLAIR
Title: ELDER