

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made on this ___ day of _____, 202_ ("Effective Date"), between GHO St. James, LLC, a Florida limited liability company ("Seller"), and the City of Port St. Lucie, a Florida municipal corporation ("Buyer").

1. Exhibits. The following Exhibits are attached to this Agreement and are hereby made a part of this Agreement:

Exhibit A - Legal Description

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

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

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

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

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

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

3. Sale of Land. Seller agrees to sell, and Buyer agrees to purchase, on the terms and conditions set forth in this Agreement, all the right, title, and interest of Seller in and to those certain parcels of real property located in Port St. Lucie, Florida, as described on **Exhibit A**, attached hereto and incorporated herein (the "Land").

4. Consideration. Subject to the adjustments and prorations hereafter described, the Buyer's Utility Systems Department shall provide Seller credits in the amount of \$500,000 ("Credit"), as consideration for Seller conveying the Land to Buyer, and said credits will be utilized by the Seller for the project known as "Belterra" at Southern Grove in Tradition ("Consideration").

*The dollar value of the reservation of plant and line capacities in accordance with the Consideration shall not exceed \$500,000. Any additional plant or line capacity reservations required by the Belterra development that are not covered by this acquisition must be paid in full by Seller. **The form of such Credit shall be prepared by Buyer in the form of Amendment Four to the Utility Service Agreement with Belterra GHO Homes at Southern Grove, and attached hereto as Exhibit B, to be delivered to Seller at closing. At closing, the Credit shall be acknowledged in writing by the Buyer, who shall provide confirmation of such and direction on how credits can be redeemed pursuant to the terms of the Utility Service Agreement and its Amendment. In no event shall Seller receive less than full value for credits as consideration, such credit value shall not expire and may be assigned by Seller as provided in the Utility Service Agreement, as amended.**

5. Inspection Period. Buyer will be permitted to inspect the Land at Buyer's sole cost and expense for a period beginning on the Effective Date and ending on the 60th day after the Effective Date as the same may be extended as set forth herein (not including the Effective Date; said period of time the "Inspection Period").

5.1 Delivery of Due Diligence Items. Within five (5) Business Days after the Effective Date, Seller shall provide Buyer access to any and all information and documents in Seller's possession pertaining to the Land, including without limitation any environmental reports, title reports, title insurance policies, surveys, and soil studies, if any (the "Due Diligence Items"). Buyer has the right to review the Due Diligence Items at any time during the Inspection Period and, in the event this Agreement remains in effect after expiration of the Inspection Period, at any time prior to Closing.

5.2 Inspections Permitted. During the Inspection Period, Buyer and its partners, members, agents, officers, employees and contractors (collectively, the "Buyer Parties") will have the right to enter upon the Land for the purpose of making such tests, analyses and investigations as Buyer may deem necessary or desirable, including but not limited to soil/groundwater tests and environmental assessments and audits. Notwithstanding the foregoing, any investigations or testing involving the Land that is physically intrusive, invasive, or destructive, including without limitation, any Phase II environmental site assessment, shall require Seller's prior written consent. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment.

5.3 Termination of Agreement. If Buyer determines that the Land is not acceptable for any reason, as determined by Buyer in its sole and absolute discretion, Buyer shall have the option to terminate this Agreement by written notice to Seller, which notice must be

delivered on or before the expiration of the Inspection Period in accordance with the notice requirements of this Agreement.

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

6. Title and Survey.

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

6.2 The Parties agree the title and closing agent shall be **SUPREME TITLE SOLUTIONS**, Carol McAdams, 772-403-6161. Email: carol@supremetitlellc.com

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

6.4 Title or Survey Objections. Buyer will have a period of twenty (20) days after receipt of the Commitment and Survey (whichever is received later) to review the same ("Title/Survey Review Period"). If Buyer objects to any matter contained in the Commitment or the Survey, Buyer shall send Seller written notice of its objections (the "Objection Notice") prior to the expiration of the Title/Survey Review Period.

6.4.1 Seller's Election to Cure. Seller will have a period of fifteen (15) days after receiving an Objection Notice ("Election Period") within which to notify Buyer that Seller elects to cure or not cure the matters set forth in the Objection Notice. Seller's failure to notify Buyer within the Election Period that it elects to cure the matters set forth in Buyer's Objection Notice shall constitute an election to not cure such matters. If Seller does not affirmatively elect to cure matter(s) set forth in the Objection Notice within the Election Period, then Buyer may, by written notice given to Seller within ten (10) days after the expiration of the Election Period, terminate this Agreement, in which Buyer and Seller shall have no further obligations hereunder, except for provisions that specifically survive termination of this

Agreement. If Buyer does not terminate within such ten (10) day period, then any such items that Seller did not affirmatively elect to cure shall be deemed approved by Buyer.

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

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

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

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

7.2 Closing Procedure. The Closing will take place by Buyer and Seller delivering to the closing agent the signed documents listed below (originals of documents to be recorded, and copies of others). The parties will direct the closing agent to mark up the Commitment to show title in the Buyer as of the date of the Closing and to record in the Public Records of St. Lucie County the closing documents required to be recorded. The closing agent will be instructed to deliver the signed documents and the original recorded documents (when they become available) to the parties entitled to receive them.

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

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

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

7.3.3 Closing Affidavit. An affidavit signed by an authorized representative of Seller containing the information required by the closing agent to "insure the gap" and to show title in the Buyer free and clear of liens, encumbrances, and rights of tenants in possession. The Closing Affidavit will include the information required by Treasury Regulation 1.1445-2 and will state Seller's taxpayer identification number and confirm that Seller is not a foreign person within the purview of 26 U.S.C. Section 1445 and the regulations issued thereunder.

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

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

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

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

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

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

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

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

7.5.2 One-half of the cost of any documentary stamps or other transfer tax on the Deed;

7.5.3 One-half of the cost of all recording fees;

7.5.4 One-half of the cost of title search fees, and the premium for the issuance of an owner's policy of title insurance to Buyer;

7.5.5 One-half of the closing or escrow fees of the closing agent;

7.5.6 The cost of the Commitment;

7.5.7 The cost of a Survey;

7.5.8 Buyer's attorneys' fees;

7.5.9 Buyer's lien search, if any.

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

7.6.1 One-half of the cost of any documentary stamps or other transfer tax on the Deed;

7.6.2 One-half of the cost of all recording fees;

7.6.3 One-half of the costs of title search fees, and the premium for the issuance of an owner's policy of title insurance to Buyer;

7.6.4 One-half of the closing or escrow fees of the closing agent; and

7.6.5 Seller's attorneys' fees.

7.7 Possession. Seller shall deliver possession of the Land to Buyer on the Closing Date free and clear of all tenancies and rights of occupancy, except for the Lease and as otherwise provided for herein.

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

8.1 Ad Valorem Real Estate Taxes. The parties shall prorate ad valorem real estate taxes for the calendar year of Closing as of the Closing Date based on the actual number of days in the year. If the Closing occurs before the ad valorem real property taxes are fixed for the then-current year, the apportionment of ad valorem real estate taxes shall be based upon the prior year's ad valorem real estate taxes with maximum discount taken, unless a more current estimate of the ad valorem real estate taxes is available. Upon request by either Buyer or Seller, the ad valorem taxes for the year of Closing shall be re-prorated within 30 days after issuance of the tax bill for the calendar year of Closing. This provision shall survive Closing.

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

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

9. Condemnation. In the event that prior to the Closing Date a condemnation action is filed against all or a portion of the Land by any Governmental Authority, then within ten (10) Business Days after Seller provides written notice of the condemnation to Buyer, Buyer shall elect by written notice to Seller to either: (a) terminate the Agreement; or (b) proceed to Closing, in



which case Seller shall pay Buyer the condemnation proceeds received by Seller for the Land, or assign to Buyer its rights to any condemnation proceeds to be paid for the Land.

10. Default and Remedies.

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

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

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

11. Representations.

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

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

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

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

11.1.4 The consummation of the transaction contemplated by this Agreement and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default

under, any other agreement, arrangement, understanding, accord, document, or instrument by which Seller is bound.

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

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

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

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

Notices to Seller: GHO Commercial
Bill Handler
590 NW Mercantile Place
Port St. Lucie, FL 34986
billh@ghohomes.com
561.719.4410

With copies to: Rene Flowers, GHO
renef@ghohomes.com

Notices to Buyer: City of Port St. Lucie, Florida
1001 SE Prineville Street
Port St. Lucie, FL 34983
Attention: Kevin R. Matyjaszek
Telephone: (772) 344-4350
Email: KMatyjaszek@CityofPSL.com

With a copy to: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984



Attention: City Attorney
Telephone: 772-871-5294
Email: RBerrios@cityofpsl.com

13. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]



**Signature Page
for
The City of Port St. Lucie**

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

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

City of Port St. Lucie, a Florida municipal
corporation

By: _____
Jesus Merejo, City Manager

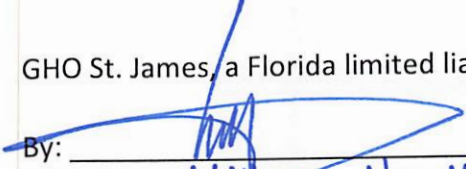
Date: _____

Signature Page
For
GHO St. James, a Florida limited liability company

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

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

GHO St. James, a Florida limited liability company

By: 
Print Name: William Handley
Title: President
Date: 12.9.24

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EXHIBIT A
Legal Description

Lots 7, 8, 9, and 10, Block 325, PORT ST LUCIE SECTION 25, according to the plat thereof, as recorded in Plat Book 13, Pages 32, 32A through 32I, inclusive, of the Public Records of St. Lucie County, Florida.

Exhibit B to PSA

Fourth Amendment to Utility Service Agreement

Prepared By and return to:
Port St. Lucie Utility Systems Dept.
121 SW Port St Lucie Boulevard
Building B, 2nd Floor
Port St. Lucie, FL 34983

FOURTH AMENDMENT TO THE UTILITY SERVICE AGREEMENT

Project Name:	Belterra GHO Homes at Southern Grove	Service Address:	Various
Property Owner & Principal Address:	GRBK GHO Belterra, LLC 590 NW Mercantile Place Port St. Lucie, FL 34986	Billing Address:	GRBK GHO Belterra, LLC 590 NW Mercantile Place Port St. Lucie, FL 34986
Contact Name:	William Handler	Contact Phone No.:	561-719-4410
		Contact Email:	billh@ghohomes.com

THIS FOURTH AMENDMENT ("Fourth Amendment") to the City of Port St. Lucie Utility Service Agreement (the "Agreement") is made by and between the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** ("CITY"), and **GRBK GHO BELTERRA LLC, a Florida Limited Liability Company** ("APPLICANT"). The City and the Applicant may be individually referred to as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the Parties previously entered into that Utility Service Agreement with an Effective Date of February 1, 2021 and recorded at Official Records Book 4553, Page 948 of the Public Records of St. Lucie County, Florida; First Amendment to the Utility Service Agreement with an Effective Date of March 31, 2021 and recorded at Official Records Book 4591, Page 1421; Second Amendment to the Utility Service Agreement with an Effective Date of November 15, 2021 and recorded at Official Records Book 4726, Page 679; Third Amendment to the Utility Service Agreement with an Effective Date of February 28, 2024 and recorded at Official Records Book 5112, Page 2791 (collectively, the "Agreement"); and

WHEREAS, the effectiveness of this Fourth Amendment is contingent upon the Parties entering into that certain Purchase and Sale Agreement contemplated for the City's acquisition of four lots currently owned in fee simple by GHO St. James LLC, a Florida limited liability company, an affiliate of the APPLICANT, which about the City's Northport utility site (hereinafter referred to as Lots 7-10); and

WHEREAS, in exchange for the City's acquisition of Lots 7-10, the City agrees to provide APPLICANT a monetary credit in the amount of \$500,000.00 to be used for Utility Systems Department Connection Fees (defined herein) for the Project; and

WHEREAS, the Parties desire to amend the Agreement to memorialize the terms herein; and

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Recitals.** The recitals set forth above are true and correct and are incorporated herein.
- 2. Reserved ERCs and/or Line Charges.** There are no modifications or changes APPLICANT'S reserved ERCs and/or line charges.
- 3. Monetary Credit.** The monetary credit of \$500,000.00 may be used by the APPLICANT for fees and charges, including but not limited to, water meter installations, deposits, potable water treatment capacity and wastewater treatment capacity ("Connection Fees") at the rates in effect at the time of the application for service.
- 4. Miscellaneous.**
 - a. Except as modified by this Fourth Amendment, all other terms and conditions set forth in the Agreement remain unchanged and in full force and effect.
 - b. The individuals executing this Fourth Amendment are duly authorized to bind their respective entities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AGREED TO BY CITY this 12th day of December, 20 :

By: _____

Print Name: _____

Title: _____

1001 SE Prineville Street
Port St. Lucie, FL 34983

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by _____, as _____, for the Utility Systems Department of the City of Port St. Lucie, who is personally known to me.

NOTARY SEAL/STAMP

Notary Signature

Print Name of Notary