
MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER *AS* Clerk

THRU: ROGER G. ORR, CITY ATTORNEY *RO*

FROM: AZLINA GOLDSTEIN SIEGEL, ASSISTANT CITY ATTORNEY *AS*

DATE: FEBRUARY 22, 2012

SUBJECT: PROPERTY ACQUISITION FOR ENGINEERING'S CANAL ACCESS
MAINTENANCE PROGRAM
LOT 20, BLOCK 1664, PORT ST. LUCIE SECTION THIRTY ONE
PARCEL ID: 3420-650-0050-000/1
2589 SW WESTFIELD STREET, PORT ST. LUCIE, FL
(TANNER)

The Stormwater Division of the City's Engineering Department has undertaken a Canal Access Maintenance Program, which includes the acquisition of various vacant residential lots that are well-located along and adjacent to canals. The acquisition of certain properties will enhance the City's stormwater maintenance activities by facilitating access to perform canal clearing, vegetation removal, slope restoration and leveling, and sodding. Moreover, said property acquisition will reduce the current expenditure of funds, time and effort that is necessary to access and maintain the City's drainage rights-of-way and the attendant improvements.

Attached for review and approval by the Port St. Lucie City Council is a Contract for Sale and Purchase. The attached contract for the acquisition of an unimproved residential lot is the result of negotiations with the property owner, William R. Tanner. According to a recent appraisal, the current fair market value of the property, as of February 2, 2012, is \$18,700.00. The Contract Purchase Price, which is based upon the recent appraisal, is \$ 20,000.00. In addition, the typical prorations normally considered being part of closing costs and expenses will be prorated; however any payoff of the special assessment for the City's water/sewer expansion project and State documentary stamp taxes shall be borne solely by the Seller. The City will pay the standard title fees and costs associated with obtaining an Owner's Title Insurance Policy.

Please process this proposed property acquisition matter as necessary so that it may be placed on the upcoming agenda for the Regular City Council Meeting scheduled for February 27, 2012. If additional information is required, please contact me at ext. 6321.

AGS/bb
Attachments: Contract for Sale and Purchase
Site Map

Vacant Land Contract

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PARTIES AND DESCRIPTION OF PROPERTY

1. **SALE AND PURCHASE:** William R. Tanner, ("Seller")
 and City of Port St. Lucie, a Florida municipal corporation ("Buyer")
 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
 Address: 2589 SW Westfield Street, Port St. Lucie, FL 34953
 Legal Description: Lot 20, Block 1664, Port St. Lucie Section Thirty One
 PID #: 3420-650-0050-000/1
 including all improvements and the following additional property:

PRICE AND FINANCING

2. **PURCHASE PRICE:** \$ 20,000.00 payable by Buyer in U.S. funds as follows:
 (a) \$ _____ Deposit received (checks are subject to clearance) on _____ by _____
 for delivery to _____ ("Escrow Agent")
 Signature _____ Name of Company _____
 (Address of Escrow Agent) _____
 (Phone # of Escrow Agent) _____
 (b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
 or _____ days from Effective Date (10 days if left blank).
 (c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
 (d) \$ _____ Other: _____
 (e) \$ 20,000.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.
 (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 Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. **CASH/FINANCING:** (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from 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 cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
 (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. 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

Buyer (_____) and Seller, W.R.T. acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.
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tanner canal maint

51 option if Buyer defaults; will give Buyer the right to prepay, without penalty all or part of the principal at any time(s) with
 52 interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if
 53 applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer
 54 authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the
 55 financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

56 (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____

57
 58 LN# _____ in the approximate amount of \$ _____ currently payable at
 59 \$ _____ per month including principal, interest, taxes and insurance and having a fixed other
 60 (describe) _____
 61 interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage will be
 62 adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow
 63 account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____ % or the
 64 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this
 65 agreement will terminate and Buyer's deposit(s) will be returned.

66 **CLOSING**

67 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on
 68 March 15, 2012 ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or
 69 by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to,
 70 financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to
 71 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all
 72 Seller-provided title evidence, surveys, association documents and other items.

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

78 **(a) Seller Costs:**
 79 Taxes on the deed
 80 Recording fees for documents needed to cure title
 81 Title evidence (if applicable under Paragraph 8)
 82 Other: SEE ATTACHED ADDENDUM

83 **(b) Buyer Costs:**
 84 Taxes and recording fees on notes and mortgages
 85 Recording fees on the deed and financing statements
 86 Loan expenses
 87 Lender's title policy at the simultaneous issue rate
 88 Inspections
 89 Survey and sketch
 90 Insurance
 91 Other: SEE ATTACHED ADDENDUM

92 **(c) Title Evidence and Insurance: Check (1) or (2):**
 93 (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller will select the title agent and
 94 will pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent and pay for
 95 the owner's title policy, search, examination and related charges or Buyer will select the title agent and Seller will pay for
 96 the owner's title policy, search, examination and related charges.
 97 (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Seller Buyer will pay for the
 98 owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and
 99 lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

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

108 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full
 109 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

110 Buyer (_____) (_____) and Seller, (Wht) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

111 If an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay
 112 all other amounts. If special assessments may be paid in installments Buyer Seller (if left blank, Buyer) shall pay installments
 113 due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does
 114 not include a Homeowner Association or Condominium Association.

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

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

134 **PROPERTY CONDITION**

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

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

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

145 (c) Inspections: (check (1) or (2) below)

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

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

166 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's
 167 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement
 168 will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property
 169 is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed
 170 terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow
 171 Agent receives proper authorization from all interested parties.

172 (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being
 173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

174 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
 176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
 177 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

178 (d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
 179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
 180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
 181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan", Buyer may
 182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes
 183 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be
 184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

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

TITLE

190
 191 **8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
 192 or guardian deed as appropriate to Seller's status.

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

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

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

211 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt
 212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days
 213 from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the
 214 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on
 215 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to
 216 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from
 217 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

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

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

MISCELLANEOUS

231
 232 **9. EFFECTIVE DATE, TIME; FORCE MAJEURE:**

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

235 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day
 236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237 Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the
239 county where the Property is located) of the appropriate day.
240 (c) Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or
244 Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's
248 deposit shall be refunded.

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

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

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

265 **DEFAULT AND DISPUTE RESOLUTION**

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

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

275 ~~(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from~~
276 ~~the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent~~
277 ~~will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the~~
278 ~~Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment, or order. A~~
279 ~~broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely~~
280 ~~resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so~~
281 ~~chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.~~

282 ~~(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to~~
283 ~~resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding~~
284 ~~arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any~~
285 ~~remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will~~
286 ~~state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will~~
287 ~~be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related~~
288 ~~disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the~~
289 ~~licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.~~

290 ~~(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by~~
291 ~~submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a~~
292 ~~settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or~~
293 ~~other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in~~
294 ~~which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is~~
295 ~~binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.~~
296 ~~Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the~~
297 ~~arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the~~
298 ~~arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.~~

299 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

ESCROW AGENT AND BROKER

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

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

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

332* n/a n/a
333* Selling Sales Associate/License No. Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)
334* n/a n/a
335* Listing Sales Associate/License No. Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

336 ADDITIONAL TERMS

337 18. ADDITIONAL TERMS: SEE ATTACHED ADDENDUM
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358* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 **OFFER AND ACCEPTANCE**

378* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
 379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 380 copy delivered to Buyer no later than 5:00 a.m. p.m. on February 17, 2012, this offer will be
 381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 **COUNTER OFFER/ REJECTION**

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

386* Date: _____ Buyer: City of Port St. Lucie, a Florida municipal corp.
 387* Print name: _____

388* Date: _____ Buyer: _____
 389* Phone: (772) 873-6321 Print name: Jerry A. Bentrutt, City Manager
 390* Fax: (772) 873-6335 Address: 121 SW Port St. Lucie Blvd.
 391* E-mail: bbollinger2cityofpsl.com Port St. Lucie, FL 34984

392* Date: FEB 16, 2012 Seller: William R. Tanner
 393* Print name: William R. Tanner

394* Date: _____ Seller: _____
 395* Phone: (408) 406-5111 Print name: _____
 396* Fax: (408) 996-3834 Address: 6794 Michele Way
 397* E-mail: btanner@intyme.com San Jose, CA 95129-2830

398* Effective Date: 02/28/2012 (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer (____) (____) and Seller (WRT) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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"EXHIBIT A"
PROPERTY DESCRIPTION

CANAL ACCESS MAINTENANCE PROPERTY ACQUISITION PROGRAM
CITY OF PORT ST. LUCIE
PROPERTY STREET ADDRESS: 2589 SW WESTFIELD ST., PORT ST. LUCIE, FL
ESTATE OR INTEREST SOUGHT: FEE SIMPLE
PARCEL ID: 3420-650-0050-000/1

Lot 20, Block 1664, PORT ST. LUCIE SECTION THIRTY ONE, according to the plat thereof, recorded in Plat Book 14, Pages 22, 22A through 22G, inclusive of the Public Records of St. Lucie County, Florida.

CANAL ACCESS MAINTENANCE PROPERTY ACQUISITION PROGRAM
Lot 20, Block 166-I, Port St. Lucie Section Thirty One
Parcel ID: 3420-650-0050-000/1

ADDENDUM

1. This Addendum will be incorporated into the FAR/BAR Vacant Land Contract for Sale and Purchase ("Contract") between **WILLIAM R. TANNER**, ("Seller") and **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Buyer"), and shall supersede any provisions in the Contract to which this Addendum is attached, which may be in conflict with the provisions contained herein.

2. **Purchase Price.** Buyer shall pay Seller **TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00)** at the time of closing as full payment for the purchase of the Property.

3. **Proration.** The parties hereby agree that 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 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 solely 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. **Hazardous Materials, Compliance & Inspections.** The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, and it shall also include solid waste or debris of any kind with regard to the following provisions:

A. **Compliance:** Seller represents that the Property and all uses of the Property have been and presently are in compliance with all Federal, State and Local environmental laws; that no hazardous substances or materials have been generated, stored, treated, or transferred on the Property except as specifically disclosed to the Buyer or permitted under the applicable environmental laws; that the Seller has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the Property to be purchased by the Buyer; that the Seller has not received any notice and otherwise has no knowledge of (i) any unlawful spill of hazardous or corrosive substance on the Property, (ii) any existing or threatened environmental lien against the Property, or (iii) any legal proceeding or investigation regarding the generation, storage, treatment or transfer of hazardous substances on the Property. This article provision shall survive closing and is not deemed satisfied by conveyance of title.

CANAL ACCESS MAINTENANCE PROPERTY ACQUISITION PROGRAM
Lot 20, Block 1604, Port St. Lucie Section Thirty One
Parcel ID: 3420-650-0050-0001

B. **Inspections:** Buyer may, at Buyer's sole cost and expense and no later than thirty (30) days from the effective date of this Contract, perform an environmental site assessment of the Property. Buyer shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of hazardous materials on the property. Should such inspections show defects to the Property including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the subsequent testing confirms the presence of hazardous materials or toxic substances or hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such inspection reports and be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

6. **Liens.** All liens of record, including certified municipal, city, and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

7. **Loss.** All risk of loss to the Property shall be borne by Seller until transfer of title.

8. **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.

9. **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.

10. **Eminent Domain.** The City 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 ground whatsoever, and to accept the Purchase Price, stated in Paragraph 2 hereinabove pursuant to a settlement agreement 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.

11. **Expenses.** Buyer shall be responsible for the costs of title insurance fees and obtaining an Owner's Title Insurance Policy. Seller shall be responsible for recording of the Deed and Seller's legal expenses, if any.

13. **Governing Law.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida; and in the event of any litigation concerning the terms of this Contract, proper venue thereof will be in St. Lucie County, Florida.

14. **Litigation.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

15. **Counterparts.** This Agreement 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 Agreement and any signatures thereon shall be considered for all purposes as originals.

16. **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.

17. **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.

CANAL ACCESS MAINTENANCE PROPERTY ACQUISITION PROGRAM
Lot 20, Block 1864, Port St. Lucie Section Thirty One
Parcel ID: 3420-650-0050-000/1

18. **Entire Agreement:** The Contract and Addendum contain 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.

19. **Effectiveness:** The effectiveness of this Contract is contingent upon approval by the City Council of Port St. Lucie, as well as public hearing, if applicable. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

BUYER:
CITY OF PORT ST. LUCIE, a Florida
municipal Corporation

Date: _____

By: _____
Jerry A. Bentrutt
City Manager

SELLER:

Date: FEB 16, 2012

William R. Tanner
William R. Tanner

Saint Lucie County, Florida

Property Appraiser's - Internet Mapping Print Service



Property Acquisition for Engineering's Canal Access Maintenance Program
Lot 20, Block 1664, Port St. Lucie Section Thirty One
2589 SW Westfield Street, Port St. Lucie, Florida
(Tanner)