VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING

November 12, 2026
6:00 PM
15516 SW Osceola Street Suite C. Indiantown, Florida 34956

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a reasonable accommodation, please contact LaRhonda McBride, Village Clerk, by telephone at (772) 597-9900 or by email at lmcbride@indiantownfl.gov at least 48 hours in advance.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

Request for Qualifications (RFQ) for Village Manager

Request for Qualifications (RFQ) Village Attorney

Update, Status, Review and Change in Action of potential sale of the Villageâ€™s five (5) acre parcel at 15225 SW Warfield, Blvd.

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2026

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Request for Qualifications (RFQ) for Village Manager

SUMMARY OF ITEM:

FISCAL IMAPCT STATEMENT:

RECOMMENDATION:

PREPARED BY: DATE:

ATTACHMENTS:
Description

VILLAGE OF INDIANTOWN, FLORIDA
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RECOMMENDATION:

PREPARED BY: DATE:

ATTACHMENTS:
Description
20261110_113943.pdf

FIRST AMENDMENT TO
EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT
FOR COMMERCIAL PROPERTY
WITH INDIANTOWN REALTY CORP.

THIS FIRST AMENDMENT ("Amendment") to Exclusive Right of Sale Listing Agreement for Commercial Property is made this 13th day of November, 2025 (the "Effective Date"), by and between the Village of Indiantown, a Florida municipal corporation ("Owner"), and Indiantown Realty Corp. ("Broker").

WITNESSETH:

WHEREAS, the Owner and Broker are parties to that certain Exclusive Right of Sale Listing Agreement for Commercial Property commencing July 20, 2023 (the "Agreement"); and

WHEREAS, the parties desire to extend and otherwise modify the Termination Date, as defined in the Agreement, and otherwise amend the Agreement, upon the terms set forth herein.

NOW, THEREFORE, in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** All of the above recitals are true and correct, and are fully incorporated herein.

2. **Extension and Modification of Termination Date.** The Termination Date is hereby extended through May 13, 2027. After that date, the Termination Date shall continue to be extended automatically on a day-to-day basis, until the date specified in a written notice from Owner to Broker, authorized by the Village Council, provided at least 30 days prior to the final Termination Date specified in such notice.

3. **Amendment to Agreement Concerning Compensation.** Paragraph 13 of the Agreement is amended as follows:

> 13. ADDITIONAL TERMS. Fee will be 5% if sold in house without cooperating broker and 6% to be split 50/50 with cooperating broker, provided however, that in the event Owner enters into a contract, no later than 60 days after the date of this Amendment, for the purchase of the

Property by the prospective buyer referenced in the October 9, 2025 Village Council meeting, with no cooperating broker, then the fee will be 4% upon such sale.

4. **Preservation of All Other Terms.** All other terms of the Agreement remain in full force and effect, and are unmodified by this Amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year indicated below their signatures.

INDIANTOWN REALTY CORP.

Kevin Powers, Broker

VILLAGE OF INDIANTOWN

Carmine Dipaolo, Mayor

ATTEST:

LaRhonda McBride, Village Clerk

Approved for form and content by:

Wade C. Vose, City Attorney

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: December 11, 2025

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Option Agreement for Sale of Village Owned Parcel at 15225 SW Warfield Blvd.

SUMMARY OF ITEM: Pursuant to Council direction at the November 20, 2025 Village Council meeting, this item is for the Council's review and potential approval of an Option Agreement for the sale of the Village's 5 acre parcel at 15225 SW Warfield Blvd (the "Property").

The Option Agreement provides the prospective Buyer/Optionee, Building Tomorrow's Infrastructure, Inc., with an option to purchase the Property for $3,000,000. Under the Agreement, the prospective Buyer will pay an Option Fee of $75,000 for an Option Term of one year from the Effective Date of the Option Agreement.

The Option Agreement provides that during the first 90 days of the Option Period, the prospective Buyer will have a Due Diligence Period, during which the prospective Buyer can conduct initial due diligence on the Property. If the prospective Buyer provides notice to the Village within the 90 day Due Diligence Period that the Property is not suitable for its purposes, then the Option Agreement would terminate. In this instance, $50,000 of the Option Fee would be refunded to the prospective Buyer, with the balance of $25,000 kept by the Village.

If the prospective Buyer does not cancel within the 90 day Due Diligence Period, then all $75,000 of the Option Fee would be kept by the Village, and the Option Term would proceed for the balance of the one year period.

The Option Agreement also provides that the prospective Buyer can extend the Option Term for one additional year, with the non-refundable payment of another $75,000 to the Village.

At any time during the Option Term, the prospective Buyer can exercise the Option, which would put the Vacant Land

Contract, attached as Exhibit "B" to the Option Agreement, into full effect. The Vacant Land Contract is a clean and straightforward standard FAR (Florida Association of Realtors) contract, with no contingencies for financing or further due diligence. The Vacant Land Contract provides that the transaction would close within 45 days after the prospective Buyer's exercise of the Option.

Please note that the prospective Buyer's payment of the $75,000 Option Fee, and potential additional $75,000 extension payment, would not be credited toward the $3,000,000 purchase price. In other words, if the prospective Buyer exercises the Option and purchases the Property, the Buyer will have paid $75,000 for the Option, plus $3,000,000 for the Property (plus another $75,000 if there was an additional year extension).

As discussed at the November 20, 2025 Council meeting, and as noted in the Option Agreement, the prospective Buyer's intended use for the Property is for a healthcare campus. The initial draft contract provided by the prospective Buyer leading into that meeting indicated that the prospective Buyer would provide a conceptual site plan by December 5, 2025. Staff has been advised that the conceptual site plan is still being worked on, and that it can be made available to the Village by Monday, December 8, 2025. Upon receipt by Village staff, the conceptual site plan will be distributed to Council Members, and the agenda will be updated to include it.

FISCAL IMAPCT STATEMENT: The Village purchased the Property in August 2020 for $1,450,000. The Option Agreement provides for an option for the prospective Buyer to purchase the Property from the Village for $3,000,000.

RECOMMENDATION: Staff recommends that the Village Council review and consider approval of the Option Agreement.

PREPARED BY: Wade C Vose Esq DATE: 12/05/25

ATTACHMENTS:
Description
BTI - Indiantown - Option Agreement 4924-1448-9212 v 3 (4913-0468-2877 v.2) wcv rev.pdf
Exhibit B - Vacant Land Contract - Building Tomorrow's Infrastructure - Village of Indiantown.pdf

FUTURE SURGERY CENTER
ONE STORY MEDICAL BUILDING
TWO STORY MEDICAL BUILDING

OPTION AGREEMENT

THIS OPTION AGREEMENT made as of the 11 day of December, 2025 (the "Effective Date") by VILLAGE OF INDIANTOWN ("Optionor"), a Florida municipality having an address at c/o Village Manager, P.O. Box 398, Indiantown, Florida 34956, to BUILDING TOMORROW'S INFRASTRUCTURE, INC. ("Optionee"), a Florida not-for-profit corporation having an address at 4500 PGA Blvd., Suite 301A, Palm Beach Gardens, Florida 33418 ("Optionee"),

WITNESSETH:

1. Option. Optionor grants to Optionee an option (the "Option") to purchase the real property (the "Property") located at 15225 SW Warfield Blvd., Indiantown, Florida, which property is more specifically described on Exhibit "A" attached hereto, for the price (the "Purchase Price") of $3,000,000.00. The other terms and conditions of the purchase and sale of the Property shall be as set forth in a Vacant Land Contract (the "Contract") between Optionor as Seller and Optionee as Buyer in the form attached hereto as Exhibit "B".

2. Term. The term (the "Option Term") of the Option is one (1) year from the Effective Date. Optionee may extend the Option Term by one (1) additional year by delivery of written notice to Optionor of Optionee's election to extend, together with payment of an extension fee in the amount of $75,000.00 on or before the expiration of the then existing Option Term.

3. Option Fee. On the Effective Date, Optionee shall pay to Vose Law Firm ("Escrow Agent"), at 15516 SW Osceola Street, Suite B, Indiantown, Florida 34956, Attn: Wade Vose, Esq., the sum of $75,000.00 (the "Option Fee") as the fee for the Option. The Option Fee shall be held in escrow by Escrow Agent until the end of the Due Diligence Period, as defined in paragraph 4 below. If Optionee terminates this Agreement before the end of the Due Diligence Period, Escrow Agent shall return $50,000.00 of the Option Fee to Optionee and deliver $25,000.00 of the Option Fee to Optionor. If Optionee does not terminate this Agreement before the end of the Due Diligence Period, Escrow Agent shall deliver the Option Fee to Optionor. If the Option is exercised and the sale of the Property closes pursuant to the Contract, the Option Fee shall not be credited against the Purchase Price. The provisions of paragraph 18 of the Contract are incorporated herein by reference with respect to Escrow Agent's receipt, deposit, holding and disbursement of the Option Fee without regard to whether or not the Option is exercised.

4. Due Diligence Period. Optionee will, at Optionee's expense and within 90 days (the "Due Diligence Period") after the Effective Date and in Optionee's sole and absolute discretion, determine whether the Property is suitable for Optionee's intended use. During the Due Diligence Period, Optionee may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Optionee deems necessary to determine to Optionee'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, governmental approvals and licenses; and other inspections that Optionee deems appropriate. If the Property must be rezoned, Optionee will obtain the rezoning from the appropriate government agencies. Optionor will sign all documents Optionee is required

to file in connection with development or rezoning approvals. Optionor gives Optionee, its agents, contractors and assigns the right to enter the Property at any time during the Due Diligence Period and the Option Term for the purpose of conducting Inspections, provided, however, that Optionee will indemnify and hold Optionor 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 Optionee. Optionee will not engage in any activity that could result in a construction lien being filed against the Property without Optionor's prior written consent. If Optionee does not purchase the Property, Optionee will, at Optionee's expense, (i) repair all damage 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 Optionor all reports and other work generated as a result of the Inspections. Before expiration of the Due Diligence Period, Optionee must deliver written notice to Optionor of Optionee's determination of whether or not the Property is acceptable. Optionee's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Optionee's intended use in its "as is" condition. If the Property is unacceptable to Optionor and written notice of this fact is timely delivered to Optionor, this Agreement will be deemed terminated, and $50,000.00 of the Option Fee shall be returned to Optionee.

5. Exercise. Optionee may exercise the Option at any time during the Option Term by delivering a written notice of exercise thereof, signed by Optionee, together with a copy of the Contract executed by Optionee, to Optionor. Any such notice shall be considered delivered when delivered to or refused by Optionor at the address set forth above or at any other address designated by Optionor by notice to Optionee at the address set forth above by (i) hand delivery, (ii) United States mail or (iii) commercial courier service with receipt of delivery. If the Option is exercised, Optionor and Optionee shall perform the Contract as Seller and Buyer, respectively. Optionor's execution of this Option Agreement shall be deemed to constitute acceptance of the terms and conditions of the Contract upon proper exercise of the Option and payment of the Option Fee.

6. Representations and Warranties. Optionor represents and warrants to Optionee as follows:

a. Optionor has good and marketable title to the Property, subject to the restrictions of record in the Warranty Deed recorded at O.R. Book 3153, page 197 of the public records of Martin County, Florida, and no matters that would prevent the use of the Property for a healthcare campus or liens other than liens which would be paid by Optionor at the closing of a sale of the Property or real estate taxes for the current year which are not yet due or payable.

b. Optionor has received no notice and has no knowledge of any litigation affecting the Property.

c. Optionor has received no notice and has no knowledge of any violation of any laws or ordinances applicable to the Property.

d. Optionor has received no notice and has no knowledge of any eminent domain or change of zoning with respect to the Property.

7. Brokerage. Optionor and Optionee represent and warrant to each other that they have dealt with no brokers in connection with this Agreement other than Kevin Powers, Indiantown Realty Corp., which shall be compensated by Optionor pursuant to a separate listing agreement.

8. Jurisdiction and Venue. Jurisdiction and venue of any dispute arising under this Agreement shall be in the courts of the State of Florida in and for Martin County. In any such action, the prevailing party shall be entitled to an award of its attorneys' fees and costs of the action at all levels.

9. Assignment. This Option Agreement may be assigned by Optionee to an entity controlling, controlled by or under common control with Optionee upon notice to Optionor, but not otherwise without the consent of Optionor, and shall be binding upon and shall inure to the benefit of the parties to it and their respective permitted successors or assigns.

10. Recording. Optionee shall have the right to record a memorandum of this Agreement in form reasonably acceptable to Optionor.

11. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Electronic signatures on this Agreement shall be deemed to be originals for all purposes.

Executed as of the date first above written.

[Signature pages follow.]

OPTIONOR:

VILLAGE OF INDIANTOWN, a Florida Municipality

By: _____
Name: Carmine Dipaolo
Title: Mayor

STATE OF FLORIDA)
)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of December, 2025 by Carmine Dipaolo as _____ of the Village of Indiantown, who [☑] is personally known to me or who [ ] has produced _____ as identification.

_____
Notary Public

My Commission Expires: March 1, 2029

{Notary Seal}

LARHONDA MCBRIDE
Commission # HH 530241
Expires March 1, 2029

OPTIONEE:

BUILDING TOMORROW'S INFRASTRUCTURE, INC., a Florida not-for-profit corporation

By: Steven Bracy
Name: Steven Bracy
Title: Chairman Board

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of December, 2025 by Steven Bracy as Chairman Board of Building Tomorrow's Infrastructure, Inc., a Florida not-for-profit corporation, who [_] is personally known to me or who [_] has produced _____ as identification.

Notary Public

My Commission Expires:
8.23.28

{Notary Seal}

STEPHANIE ANN BLAKE
Notary Public - State of Florida
Commission # HH 575844
My Comm. Expires Aug 23, 2028
Bonded through National Notary Assn.

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** *Village of Indiantown, a Florida municipality* ("**Seller**") and *Building Tomorrow's Infrastructure, Inc., a Florida not for profit corporation* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: *15225 SW Warfield Blvd., Indiantown, FL 34956*
Legal Description:
Tract "A", Indiantown Park, according to the map or plat thereof as recorded in Plat Book 3, Page 82, Public Records of Martin County, Florida.

SEC ___/TWP /___/RNG ___ of _____ County, Florida. Real Property ID No.: *05-40-39-001-000-00010-0*
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ *3,000,000.00*
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: *Vose Law Firm*
Escrow Agent's Contact Person: *Wade Vose, Esq.*
Escrow Agent's Address: *15516 SW Osceola Street, Suite B, Indiantown, FL 34956*
Escrow Agent's Phone: *(772) 597-9900*
Escrow Agent's Email: *WVose@indiantownfl.gov*

(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 ..... $ *3,000,000.00*

(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 _____, 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.~~ SEE ADDITIONAL TERMS.

4. **Closing Date:** ~~This transaction will close on _____ ("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. SEE ADDITIONAL TERMS.

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

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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 *15* days after Effective Date ☐ at least _____ 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 _____ 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 _____ 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: _____

(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: ***Documentary Stamp Tax on Deed***

(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.

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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 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting 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 (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

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

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

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3137294	*N/A*
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Kevin@Indiantownrealty.com	*N/A*
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
(772) 597-3355	*N/A*
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Indiantown Realty Corp.	*N/A*
Listing Brokerage	**Buyer's Brokerage**
16654 SW Warfield Blvd., Indiantown, FL 34956	*N/A*
Listing Brokerage Address	**Buyer's Brokerage Address**

22. **Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):
☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. **Additional Terms:**
This offer shall be deemed to be accepted upon exercise of the Option by Optionee, as those terms are defined in that certain Option Agreement (the "Option Agreement") dated as of December ____, 2025 between Seller as Optionor and Buyer as Optionee, in accordance with the terms of the Option Agreement. The Effective Date of this Contract is the date of exercise of the Option.

This transaction will close within forty-five (45) days after exercise of the Option (the "Closing Date").

COUNTER-OFFER/REJECTION

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

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

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

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Building Tomorrow's Infrastructure, Inc., a Florida not for profit corporation

Buyer: _____ Date: _____

Print name: ***Steve Bracy, Chairman***

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: ***4500 PGA Blvd., Suite 301A, Palm Beach Gardens, FL 33418***

Phone: _____ Fax: _____ Email: _____

Village of Indiantown, a Florida municipality

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: ***P.O. Box 398, Indiantown, FL 34956***

Phone: _____ Fax: _____ Email: _____

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