

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PROVIDING NOTICE OF INTENT TO CONVEY REAL PROPERTY DESCRIBED BELOW, TO THE CITY OF PLANTATION FOR PUBLIC PURPOSES PURSUANT TO SECTION 8.02 OF THE CITY CHARTER SUBJECT TO TERMS AND CONDITIONS; PROVIDING NOTICE OF A PUBLIC HEARING BEFORE THE CITY COMMISSION AT **6:00 PM ON JULY 7, 2020**, OR AS SOON THEREAFTER AS CAN BE HEARD, FOR CONSIDERATION OF THE TERMS AND CONDITIONS AND TO AUTHORIZE EXECUTION OF THE CONVEYANCE INSTRUMENTS BY THE PROPER CITY OFFICIALS; REPEALING ANY RESOLUTIONS OR PARTS THEREOF IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City is the fee simple owner of the property located at 4270 SW 11 Street Plantation, Florida 33317, such property being legally described as:

12-50-41 w 250 of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Lying S of TR F as shown on PB15/2 BCR Less S 275 Same as DB 785/202. (The "Property")

Property Identification # 5041 12 00 0220

WHEREAS, the Property is approximately 31,787 square feet; and

WHEREAS, on January 8, 2020, The City of Plantation submitted a letter of intent to purchase the Property intended to create a gateway into the City of Plantation; and

WHEREAS, upon information and belief, the Property has been a vacant lot since acquisition by the City; and

WHEREAS, the City Commission finds that the Property is no longer needed for public or governmental purposes; and

WHEREAS, deems it in the best interest of the City to require the Property to be sold “as-is” at fair market value under the provisions of Section 8.02 of the City Charter; and

WHEREAS, the City Commission, pursuant to the terms and conditions set forth in section 8.02 of the City Charter, received an appraisal of the Property providing an “as is” value of \$265,000.00; and

WHEREAS, pursuant to City Charter Section 8.02, the City is authorized to sell public lands, title to which is vested in the City, to governmental entities, upon certain terms and conditions; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission hereby declares that the Property described above is not needed for public use and that it is in the best interests of the City to sell the Property, upon terms and conditions hereinafter set forth.

SECTION 2. City staff recommends and, in accordance with City Charter Section 8.02, the City Commission has determined that the as-is value of the Property is \$265,000.00 and that the Property, based upon the appraisal performed by Vance Real Estate Service, dated February 2, 2020, should be offered for sale pursuant to City Charter Section 8.02 and that the sale shall be for cash. Further, the City Commission has determined that it shall not accept offers to purchase for less than 100% of appraised and that the sale shall be subject to additional terms and conditions set forth herein.

SECTION 3. The Property described above is hereby offered for sale subject to the following additional terms and conditions:

- A. The City shall sell the Property, without competitive bidding, to The City of Plantation, and that the City may reject any and all offers by the City of Plantation at any time prior to closing.
- B. The sale of the Property shall be for cash due at closing and no purchase money mortgage will be held by the City.
- C. That upon award, The City of Plantation shall be required to execute in substantial form, the City's Contract for Purchase and Sale of the Property ("Contract"), attached hereto and made a part hereof as Exhibit "A", subject to review and approval by the City Attorney's Office.
- D. The conveyance of the Property to The City of Plantation shall be by Quit Claim Deed without reservation of mineral rights in accordance with Section 270.11, Florida Statutes and the City of Plantation shall be responsible for payment of all closing cost(s).
- E. Any and all outstanding bonds must be satisfied and discharged at closing from the proceeds of the sale of the Property and the purchase price must be sufficient to pay and discharge such bonds or obligations according to their terms.

SECTION 4. Review of the offer by the City Commission at a Public Hearing shall be scheduled for 6:00 pm, on July 7, 2020 at the Regular Meeting of the City Commission, or as soon thereafter as same may be heard. During the Public Hearing, citizens, and taxpayers shall be heard on the proposal. If the City Commission is satisfied with the terms and conditions of the proposed sale, the Commission will pass a Resolution authorizing transfer of the Property by the proper City officials.

SECTION 5. At the Regular Meeting of the City Commission on July 7, 2020, the City Commission shall adopt another Resolution either confirming or repealing the Resolution previously adopted, or confirming the previous Resolution with amendments or additions thereto.

SECTION 6. Pursuant to City Charter Section 8.02, this Resolution shall be published in full in two (2) issues of a newspaper published in the City of Fort Lauderdale with the first publication to occur not less than ten (10) days before the public hearing and the second publication one (1) week after the first publication.

SECTION 7. That any prior resolutions or parts thereof in conflict with this Resolution are hereby repealed.

SECTION 8. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

\_\_\_\_\_  
City Clerk  
JEFFREY A. MODARELLI

**DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT is made \_\_\_\_\_, by and between the Seller and the Buyer as follows:

**SELLER:** CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

**ADDRESS:** 100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: Luisa Agathon

**BUYER:** \_\_\_\_\_  
NAME

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **AGREEMENT TO SELL:** Seller hereby agrees to sell, and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. **PURCHASE PRICE:** The purchase price of the Property shall be \_\_\_\_\_ (\$ \_\_\_\_\_) and shall be paid in the form of a cashier's check payable to the City of Fort Lauderdale in the following manner:

A. **Deposit:** Buyer deposits herewith: \_\_\_\_\_ (\$ \_\_\_\_\_) representing ten percent (10%) of the total purchase price as earnest money made payable to the City of Fort Lauderdale.

B. **Balance:** The balance of the purchase price in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

3. **CLOSING:** This Agreement shall be closed, and the deed delivered within 30 days of the Effective Date of this Agreement. The following are additional details of closing:

A. **Time and Place:** The closing will be held at the office of the City of Fort Lauderdale located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, at a time to be mutually agreed upon by the Seller and the Buyer.

B. **Conveyance:** At closing, the Seller will deliver to the Buyer a fully executed Quit Claim Deed conveying the Property and any improvements in its "**AS IS CONDITION**", without warranties or representations of any kind whatsoever. Seller shall

be responsible for preparation of the deed. Seller shall convey the Property without a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of mineral and petroleum rights and to release the rights of entry relating to such mineral and petroleum rights. Seller hereby finds that conveyance without reservation of mineral and petroleum rights and rights of entry is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property.

C. Expenses: The Buyer shall pay all costs of closing, and any other costs associated with this sale.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.

5. A. CONDITION OF THE PROPERTY: The Buyer acknowledges that he or she has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "B" attesting to said waiver and release.

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

6. RISK OF LOSS: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.

7. DEFAULT: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.

8. SUCCESSORS: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, their heirs, successors or assigns. Upon approval of this Agreement by the City of Fort Lauderdale City Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

9. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

10. ASSIGNMENT: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.

11. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

12. AMENDMENTS: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

13. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.

14. BROKERS & COMMISSIONS: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.

15. NOTICES: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.

16. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in the City of Fort Lauderdale, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

17. FURTHER ASSURANCES: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

18. NON-DISCRIMINATION: The parties agree that no person shall, on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

19. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.

20. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

21. EFFECTIVE DATE OF AGREEMENT: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the City Commission of the City of Fort Lauderdale, Florida. The Effective Date of this Agreement shall be the date of execution by the City Commission of the City of Fort Lauderdale .

22. PUBLIC ENTITY CRIMES: As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Buyer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

(Witness)

\_\_\_\_\_

(Print name)

\_\_\_\_\_

(Witness)

\_\_\_\_\_

(Print name)

Date of Execution by Buyer:  
\_\_\_\_\_, 20\_\_

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

("Buyer")

(SEAL) **OR**  
(SEAL) (corporation not for profit)

Date of Execution by Seller:  
\_\_\_\_\_, 20\_\_

WITNESSES:

\_\_\_\_\_

[Witness print or type name]

\_\_\_\_\_

[Witness print or type name]

\_\_\_\_\_

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE, a  
Florida municipal corporation**

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

ATTEST:

\_\_\_\_\_

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

\_\_\_\_\_

James Brako, Assistant City Attorney

**EXHIBIT “A”**  
**to the DEPOSIT RECEIPT AND CONTRACT FOR**  
**SALE AND PURCHASE**

**LEGAL DESCRIPTION**

**“AS IS” ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (“Buyer”) to the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida (“Seller”).

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

**WHEREAS**, Buyer and Seller have entered into that certain Deposit Receipt and Contract for Sale and Purchase dated \_\_\_\_\_, 20\_\_ (Resolution No. 20-\_\_\_\_\_) (the “Agreement”) whereby Seller agreed to sell and Buyer agreed to buy, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), \_\_\_\_\_ acre(s) of surplus land in \_\_\_\_\_ located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Broward County (“Property”), and more particularly described as follows:

**SEE ATTACHED EXHIBIT “A” - LEGAL DESCRIPTION**

**WHEREAS**, the Agreement states that Buyer shall purchase the Property and any improvements in an “AS IS CONDITION”, without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

**NOW THEREFORE**, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

1. The facts as set forth above are true and correct and incorporated herein.
2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in “AS IS CONDITION”. Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller’s title to the Property, the environmental condition of the Property, the physical condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer’s intended use of the Property.
3. Without in any way limiting the generality of the preceding paragraph, Buyer

specifically acknowledges and agrees that upon Seller’s conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property

4. This Acknowledgment will survive delivery and recording of the City’s Deed and possession of the Property by the Buyer.

**IN WITNESS WHEREOF**, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

Signed, sealed and delivered  
in the presence of:

_____	By: _____
Witness Signature	Buyer
_____	_____
Print Name	Print Name
_____	By: _____
Witness Signature	Buyer
_____	_____
Print Name	Print Name