

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PURSUANT TO CITY CHARTER SECTION 8.04, ACCEPTING THE OFFER FROM JOSEPH PHANOR, IN THE AMOUNT OF ONE-HUNDRED AND FIFTY-ONE THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$151,100.00) FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED AT 1131 NE 6 AVENUE, FORT LAUDERDALE, FLORIDA, 33304; APPROVING THE PURCHASE AND SALE AGREEMENT; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE PURCHASE AND SALES AGREEMENT; AND FURTHER DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE ANY AND ALL INSTRUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATION OF THE TRANSFER OF TITLE TO THE PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, on March 3, 2020, the City Commission of the City of Fort Lauderdale adopted Resolution No. 20-38 declaring certain property located at 1131 NE 6 Avenue, Fort Lauderdale, Florida 33304 as not needed for public use and declaring the City's intent to sell such property under Section 8.04 of the City Charter, such property being described as:

Lots 5 and 6 of Block 146 of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18 of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida, (the "Property")

Property Identification # 4942 34 04 1051; and

WHEREAS, the City received one bid, to build a three-unit residence; and

WHEREAS, Staff recommends awarding the sale to Joseph Phanor for One-Hundred and Fifty-One Thousand, One Hundred and No/100 Dollars, (\$151,100.00) to build a three-unit residence;

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

SECTION 1. In accordance with Section 8.04 of the City Charter, the City Commission accepts the offer to purchase the Property from Joseph Phanor (the "Buyer") in the amount of One-Hundred and Fifty-One Thousand, One Hundred and No/100 Dollars (\$151,100.00).

SECTION 2. That the Buyer shall execute the Purchase and Sale Agreement (the "Contract") in substantially the form attached hereto, for the Property. The proper City Officials are hereby authorized to execute the Contract. Authority to execute such other instruments reasonably necessary or incidental to the sale and conveyance of the Property under the Contract is hereby delegated to the City Manager. Delivery of all instruments shall be in accordance with the terms of the Contract.

SECTION 3. Pursuant to F.S. Section 270.11, the City hereby releases its mineral and entry rights to the Property.

SECTION 4. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City Officials and the City Manager.

SECTION 5. That this Resolution shall be in full force and effect immediately upon and after its passage.

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

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Mayor  
DEAN J. TRANTALIS

ATTEST:

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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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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)

WITNESSES:

\_\_\_\_\_

[Witness print or type name]

\_\_\_\_\_

[Witness print or type name]

\_\_\_\_\_

(CORPORATE SEAL)

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

**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**



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

**AS-IS ACKNOWLEDGMENT**