

DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made _____, 2021, 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: CITY OF PLANTATION, a municipal corporation of the State of Florida

ADDRESS: 400 NW 73rd Avenue
Plantation, Florida 33317

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 Two Hundred Sixty-Five Thousand and No/100 Dollars (\$265,000.00) 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 is Twenty-Six Thousand Five Hundred and No/100 Dollars (\$26,500) representing ten percent (10%) of the total purchase price as earnest money made payable to the City of Fort Lauderdale which shall be held in a non-interest bearing account.

B. **Balance:** The balance of the purchase price in the amount of Two Hundred Thirty-Eight Thousand Five Hundred and No/100 Dollars (\$238,500.00) shall be payable at closing by locally drawn cashier's 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 Special Warranty Deed ("Deed") delivered within 45 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 closing agent

selected by Buyer, 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 Special Warranty Deed conveying the Property and any improvements in its "AS IS CONDITION". Seller warrants title for claims by, through or under Seller, but for none other. 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 and shall select the closing agent.

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, subject to Section 6 herein, 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 agrees to accept the Property in its "AS IS CONDITION". The Buyer acknowledges that it has inspected the Property during the Inspection Period, 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, 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, suitability, zoning, or its environmental or physical condition either patent or latent. Buyer acknowledge this Release shall survive closing.

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. TITLE OF THE PROPERTY Buyer shall, secure a title insurance commitment issued by a title insurance underwriter approved and selected by Buyer for the Property insuring Buyer's title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the Buyer.

Buyer shall have ten (10) days from the date of receiving said commitment to examine the title commitment. If Buyer objects to any exception to title as shown in the title commitment, Buyer, prior to the expiration of the Inspection Period, shall notify Seller in writing specifying the specific exception(s) to which it objects. Any objection(s) of which Buyer has so notified Seller in writing, and which Seller chooses to cure, shall be cured by Seller so as to enable the removal of said objection(s) from the title commitment within thirty (30) days after Buyer has provided notice to Seller. Buyer shall provide Seller a copy of the title commitment and supporting documents relating to its title objection. Notwithstanding, Seller shall not be required to file any lawsuits to cure title defects or to cure any encroachments of buildings or other structures within setbacks or cross property lines. It is the understanding of the Property that if the Property is not suitable for Buyer's purposes or if Seller elects not to cure a title objection, then Buyer's remedy is to terminate this Contract and receive a return of its deposit whereupon all parties shall be released from any liability under this contract except for those matters which survive termination. If Seller elects not to cure a title objection and will send notice to Buyer as soon as possible but no later than expiration of the Inspection Period. Within five (5) days after the expiration of Seller's time to cure any objection, Seller shall send to Buyer a notice in writing (a "cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that Seller is either unable to cure or has chosen not to cure such objection. If Seller shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then Buyer may (a) terminate this Agreement by written notice to the Seller within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to Buyer.

6.1. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, Buyer at Buyer's own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by Buyer and Seller (not to be unreasonably withheld), shall be the legal description used in the Deed of conveyance, provided in all material respects it is the same legal description as described in the deed into the Seller. Any discrepancies must be resolved to the satisfaction of Seller. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to Buyer and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "survey objection" and treated as a title defect), Buyer shall have a period of thirty (30) days after receipt of the survey by Buyer within which to approve or disapprove any survey objection and to give notice to Seller of any disapproval thereof indicating in reasonable detail the nature and reasons for Buyer's objection. Buyer agrees that it will not arbitrarily or unreasonably withhold its approval of any such survey objection and that Buyer will attempt to approve any such survey objection which does not affect the marketability of title or materially interfere with Buyer's use of the Property. In the event Buyer provides a notice of disapproval of a survey objection to Seller, the rights and obligations of the parties respecting such survey objections shall be governed by Section 6 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the

contemplation of Section 6.

6.2 Inspections. Buyer shall have thirty (30) days commencing on the Effective Date to perform inspections of the property as the Buyer deems necessary ("Inspection Period"). During the Inspection Period, Buyer shall, at Buyer's sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, Buyer and Buyer's agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to Seller. The scope of the inspection contemplated herein shall be determined by the Buyer as deemed appropriate under the circumstances. In the event that any inspections and any review of documents conducted by the Buyer relative to the Property during this Inspection Period prove unsatisfactory in any fashion, the Buyer, at Buyer's sole discretion, shall be entitled to terminate this Agreement prior to the end of the thirty (30) day Inspection Period and Buyer also agrees to indemnify and hold Seller harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of Buyer during inspections that are done pursuant hereto. Buyer will provide written notice by mail or facsimile to Seller and/or Seller's counsel and receive an immediate refund of all earnest money deposits in the event the Buyer determines that the Property is unsuitable during the Inspection Period or proceed to closing as set forth herein.

7. **RISK OF LOSS:** Buyer assumes all risk of loss with respect to the Property from and after the date of the delivery of the Deed by the Seller.

8. **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.

9. **SUCCESSORS:** Upon approval of this Agreement by the City Council of the City of Plantation, this Agreement shall be binding upon and inure to the benefit of the Buyer. Upon approval of this Agreement by the City of Fort Lauderdale City Commissioners, its successors and assigns shall be 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.

10. **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.

11. 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.

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

13. 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.

14. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the Deed and possession of the Property.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. EFFECTIVE DATE OF AGREEMENT: The obligations of Seller under this Agreement are contingent upon the approval hereof by the City Commission of the City of Fort Lauderdale, Florida. The obligations of Buyer under this Agreement are contingent upon: (i) the approval hereof by the City Council of the City of Plantation, Florida, and (ii) authorization to close by the City Council of the City of Plantation, Florida, The Effective Date of this Agreement shall be the date the last party signs this Agreement.

23. 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

Buyer:

CITY OF PLANTATION, a municipal corporation of the State of Florida

in the presence of:

(Witness)

By: _____

(Print name)

NAME: _____

(Witness)

TITLE: _____

(Print name)

DATE: _____

(CORPORATE SEAL)

ATTEST:

Susan Slattery, City Clerk

APPROVED AS TO FORM:

Kerry L. Ezrol, City Attorney

WITNESSES:

Seller:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____

Dean J. Trantalis, Mayor

[Witness print or type name]

[Witness print or type name]

(CORPORATE SEAL)

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

DATE: _____

ATTEST:

Jeffrey A. Modarelli, City Clerk

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

Lynn Solomon, Assistant City Attorney

EXHIBIT "A"
to the DEPOSIT RECEIPT AND CONTRACT FOR
SALE AND PURCHASE

LEGAL DESCRIPTION

Legal to be confirmed by a survey