

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and LARRY G. JAMES, a married man, ("Seller"), whose address is 7001 NW 49 Court, Lauderhill, Florida 33319, is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The Seller and the County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

ARTICLE 1. TERMS AND CONDITIONS OF PURCHASE AND SALE

1.1 Purchase and Sale of Property. Seller shall sell, and County shall purchase the following described property ("Property"), situate, lying, and being in Broward County, Florida:

Lots 5 and 6, Block 20, WASHINGTON PARK THIRD ADDITION, Plat Book 21, Page 43 of the Public Records of Broward County Florida. (Folio Numbers: 5042-05-06-1041 and 5042-05-06-1050)

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

1.2 Purchase Price. County, as purchaser, agrees to pay as and for the total purchase price for the Property, in the manner and at the times specified in this Contract, the total sum of **TWO HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$260,000.00)**, subject to the prorations, credits, and adjustments specified in this Contract ("Purchase Price").

1.3 Proceeds of Sale. The proceeds of sale, adjusted for prorations, credits, or other closing related charges, if any, shall be disbursed by the closing agent at Closing (as defined in Section 2.1) in the form of a wire transfer or check drawn locally from a bank in Broward County and payable to Seller. The Seller shall give the County written notice of the Seller's designated account no later than ten (10) business days before the Closing.

1.4 Conveyance. Seller shall convey the Property at Closing by delivery of a properly executed and acknowledged special warranty deed, in the form attached hereto as Exhibit E, free and clear of all liens, charges, and encumbrances other than the following:

Zoning and other regulations imposed by a governmental authority.

All restrictions, covenants, encumbrances of record to which the County accepts as provided in Section 3.2.

1.5 As-Is. The County accepts the personal property and any improvements located at the Property (if any), in its "as-is" condition, without representation as to quantity, quality, or any other matter.

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ARTICLE 2. CLOSING

2.1. **Time and Place.** The closing of the transaction contemplated in this Contract ("Closing") will take place on or before the Ninetieth (90th) day after the Effective Date or, if the Closing is postponed pursuant to Section 3.2 of this Contract, upon expiration of any Cure Period (as defined in Section 3.2) at the Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301, or at such other place as County may designate. At Seller's request, the Director of Real Property may grant an extension of the date of Closing. Unless otherwise agreed upon in this Contract, possession and occupancy will be delivered to County at the time of Closing.

2.2. **Execution of Documents.** At Closing, the Parties shall execute all papers and documents necessary to be executed by each respective Party as required by this Contract and as may be required for Seller to convey marketable title to County and properly transfer all the rights being sold in accordance with this Contract, including execution of the Seller's affidavit, attached hereto as Exhibit B.

2.3. **Documentary Stamps, Tangible Taxes, & Recording Costs.** Seller shall cause to be placed upon the warranty deed conveying the Property state surtax and documentary stamps as required by law. Seller shall also pay all tangible personal property taxes and the cost of recording any corrective instruments that County deems necessary to assure good and marketable title. County shall pay for the cost of recording the deed.

2.4. **Taxes and Special Assessment Liens.** If the Closing occurs between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Records, Taxes and Treasury Division an amount equal to the current taxes prorated to the date of transfer of title, based on the current assessment and millage rates on the Property. All liens on the Property arising out of a special improvement or service by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement ("Special Assessment Liens") shall be paid by Seller prior to the Closing date, and County shall not be obligated to pay such liens or assessments. Seller shall exhibit appropriate receipts, satisfactions, or releases proving payment of all Special Assessment Liens and of all delinquent taxes and assessments applicable to the Property, including penalties and interest thereon, or in the alternative, Seller shall cause such liens, taxes, and assessments to be satisfied out of the proceeds of sale received by Seller at Closing.

2.5. **General Prorations.** Any rents, revenues and liens, or other charges to be prorated shall be prorated as of the date of Closing.

ARTICLE 3. SURVEY AND EXAMINATION OF TITLE

3.1. **Survey.** Prior to Closing, County may, at County's sole expense, obtain a survey of the Property certified to County by a registered Florida surveyor ("Survey"). If the Survey discloses encroachments on the Property or that any improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, Contract covenants, or applicable government regulations, the same shall constitute a title defect and the County shall be entitled to the remedies prescribed in Section 3.2 of this Contract.

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3.2. **Title.** Seller warrants and represents to County that Seller owns fee simple title to the Property. Seller is not obligated by the terms of this Contract to provide County with any evidence of title; however, County reserves the right to secure such evidence of title as is satisfactory to County, at County's expense, and to cause an examination of such evidence of title to be performed prior to Closing.

3.2.1. If County desires to obtain evidence of title or marketability, then no later than fourteen (14) business days after the Effective Date, the County shall, at the County's expense, obtain and deliver to the Seller an ALTA marketability title insurance commitment ("Title Commitment") in an amount equal to the Purchase Price, issued through one of the County's approved third-party underwriters and title agents, with hard copies of all exceptions. The Title Commitment shall show that the Seller is vested with and can convey to the Purchaser good, marketable, and insurable fee simple title to the Property, subject only to the title exceptions contained in the Approved Title, as defined in Section 3.5, or otherwise approved by the Purchaser ("Permitted Exceptions").

3.2.2. Title Objection Notice. County shall have fifteen (15) calendar days after receiving the Title Commitment and the Survey to examine the Title Base, the Survey Base, the Title Commitment, and the Survey ("Examination Period"). If the County, in its sole discretion, finds any title matters or exceptions to title that are not acceptable ("Title Objections"), other than the Permitted Exceptions, the County shall give the Seller written notice specifying the Title Objections ("Title Objections Notice") by the end of the Examination Period.

3.2.3. Response Notice. In the event that the Seller receives a Title Objections Notice during the Examination Period, the Seller shall give the County written notice of whether the Seller shall cure or remove the Title Objections ("Response Notice") within five (5) calendar days after receiving such Title Objections Notice ("Response Period").

3.2.3.1. If the Response Notice states that the Seller declines to cure or remove any Title Objections in the Response Notice, or if the Seller fails to give a Response Notice during the Response Period, then the Seller shall have no obligation to cure or remove any Title Objections, except for the Monetary Liens that shall be released in accordance with Section 3.3. In such event, the County shall deliver to the Seller, no later than five (5) business days after the Response Period expires, written notice either: (i) waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or (ii) terminating this Agreement, whereupon the Parties shall be released of all further obligations under this Agreement except for those that expressly survive the termination of this Agreement.

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3.2.3.2. If the Response Notice states that the Seller will cure or remove the Title Objections, then the Seller shall have a period of thirty (30) calendar days after receiving the Response Notice ("Title Cure Period") to cure or remove the Title Objections. In such event, the Seller shall use diligent efforts to cure or remove the Title Objections, and all of the other deadlines and time periods of this Agreement shall be extended on a day-for-day basis with the time that it takes the Seller to complete such cure or removal. Thereafter, if the Seller is unable to cure or remove the Title Objections during the Title Cure Period, the Seller shall give the County written notice regarding its inability to cure or remove the Title Objections ("Failure to Cure Notice"). No later than five (5) business days after receiving the Failure to Cure Notice, the Purchaser shall deliver written notice to the Seller either (i) waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or (ii) terminating this Agreement, whereupon the Parties shall be released of all further obligations under this Agreement except for those that expressly survive the termination of this Agreement.

3.3. In the event that the County fails to provide a Title Objections Notice by the end of the Examination Period, or waives its Title Objections pursuant to Section 3.2.3.2, the County shall be deemed to have approved the title to the Property as reflected in the Title Commitment and Survey at that time. Notwithstanding the foregoing, the Seller shall cause all mortgages, judgments, delinquent tax liens, mechanic's liens, supplier's liens, materialman's liens, and other monetary liens or encumbrances on the Property ("Monetary Liens") to be released at or before the Closing, and the Seller may use proceeds from the sale of the Property to cause such release(s).

ARTICLE 4. EXISTING MORTGAGES AND LEASES

4.1. **Mortgages.** Seller shall obtain and furnish, at Seller's expense, not less than fifteen (15) days prior to Closing, a statement or letter of estoppel from the holder of any mortgage, lien, or encumbrance affecting the title to the Property setting forth the amount of principal, interest, and/or penalties necessary to be paid to discharge such mortgage, lien, or encumbrance in full.

4.2. **Leases.** Exhibit A sets forth a true, correct, and complete list of all licenses, contracts, agreements, arrangements, or other obligations, whether written or oral, relating to the use, occupancy, or possession of any portion of the Property ("Leases"), including the names of the tenants and any security deposits held by the Seller. Except as set forth in Exhibit A, Seller represents and warrants that there are no other parties that have any rights of occupancy or possession of the Property or any portion thereof as of the Effective Date. Seller shall, not less than fifteen (15) days prior to Closing, furnish to County copies of all written Leases and estoppel letters from each tenant indicating any existing landlord defaults and specifying the nature and duration of said tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant. In the event Seller is unable to obtain said estoppel letters from tenants, the same information may be furnished by Seller to County in the form of a Seller's affidavit, attached hereto as Exhibit B.

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ARTICLE 5. ENVIRONMENTAL CONTAMINATION

If County conducts an environmental audit and it results in a finding that environmental contamination of the Property is present or suspected or a recommendation that a Phase 2 audit be conducted, or if there has been environmental contamination of the Property between the Effective Date and the Closing, the County, at its sole option, may: (1) elect to terminate this Contract without further liability; or (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify Seller of the cost estimate in writing in which event the Seller shall have the option of Cleaning up the environmental contamination itself.

5.2. If environmental contamination is discovered within twenty-four (24) months after Closing, which contamination occurred prior to Closing, Seller shall remain obligated, with such obligation to survive delivery of the deed and possession, to diligently pursue and accomplish the cleanup of the environmental contamination. In the event that Seller undertakes any environmental remediation as provided herein, all such remediation shall be done in a manner consistent with all applicable laws, rules, regulations, and ordinances and at Seller's sole cost and expense.

5.3. At Closing, Seller shall deliver to County the Environmental Affidavit attached as Exhibit C.

ARTICLE 6. MECHANICS' LIENS

6.1. Seller hereby represents and warrants to County that as of the Effective Date there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither Seller nor Seller's agent has caused to be made on the Property within ninety (90) days immediately preceding the Effective Date any improvement that could give rise to any mechanics lien. Seller shall furnish to County at time of closing an affidavit in the form attached as Exhibit B.

6.2. If any improvements have been made to the Property within ninety (90) days prior to the date of Closing, in addition to Seller's mechanics' lien affidavit, Seller shall deliver releases or waiver of all mechanics' liens, executed by general contractors, subcontractors, suppliers, or materialmen, setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen, and further reciting that, in fact, all bills for work to the Property that could serve as the basis for a mechanics' lien have been paid.

ARTICLE 7. BROKER'S COMMISSION

Neither seller nor buyer has used the services of, or for any other reason owes compensation to, a licensed real estate broker other than: Saltwater Realty, 773 NE Bay Cove St, Boca Raton, FL 33487, who has been retained by Seller. Seller agrees to hold County harmless from any claim or demand for commissions made by or on behalf of any broker or agent of Seller in connection with this sale and purchase. Seller agrees to pay all real estate commissions in connection with this transaction.

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ARTICLE 8. MISCELLANEOUS

8.1. **Notices.** For a notice to a Party to be effective under this Contract, written notice must be sent via U.S. first class mail, along with a contemporaneous copy via electronic mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

Notice to County Mailed to:
County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

Additional County Copy Mailed to:
Director of Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: pbhogaita@broward.org

Notice to Seller Mailed to:
Larry G. James
7001 NW 49th CT
Fort Lauderdale FL 33319

8.2. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8.3. **Public Disclosure.** In accordance with Section 286.23, Florida Statutes, if the Property is held in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity, upon execution of this Contract, Seller shall make a public disclosure in writing, in the form attached as Exhibit D, under oath and subject to penalties described for perjury, which shall state the name and address of Seller and the name and address of every person having any beneficial interest in the Property.

8.4. **Assignment.** This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Seller or County without the prior written consent of the other Party and only by a document executed by the Parties with the same formality and of equal dignity herewith.

8.5. **Materiality and Waiver of Breach.** Seller and County agree that each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or a modification of this Contract. A waiver or breach of any provision or modification of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

8.6. **Third Party Beneficiaries.** Neither Seller nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party

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beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.7. **Time is of the Essence.** Time is of the essence throughout this Contract. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 P.M. (Eastern Time) of the next business day.

8.8. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this this Contract has been their joint effort. This Contract expresses the Parties' mutual intent and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

8.9. **Compliance with Laws.** Seller and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Contract.

8.10. **Headings and Interpretation.** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

8.11. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and any term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given effect.

8.12. **Prior Agreements.** This Contract represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.13. **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 health department.

8.14. **Severability.** If any part of this Contract is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Contract and the balance of this Contract shall

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remain in full force and effect unless both Seller and County elect to terminate the Contract. The election to terminate this Contract pursuant to this section shall be made within seven (7) calendar days after the court's finding becomes final.

8.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SELLER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.16. Binding Effect. This Contract shall run with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8.17. Representation of Authority. Each individual executing this Contract on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such Party and does so with full legal authority.

8.18. Multiple Originals and Counterparts. Multiple originals of this Contract may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document. This Contract may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

8.19. Survival of Covenants. All covenants, grants, representations, and warranties shall survive Closing and delivery of the deed.

8.20. County's Future Consideration. Broward County agrees to consider the inclusion of a historic exhibit in the Lafayette-Hart Park Community Center "In memory of Louis James and Family - A true pioneer of Broward County and this Community".

8.21. Recording. The County, at its own expense, may record this Contract (or a Memorandum thereof) in the Public Records of Broward County, Florida.

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IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: LARRY GENE JAMES, duly authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the day of _____, 20____.

SELLER


WITNESSES:



Signature Witness 1

Seth Savell

Print/Type Name Witness 1



Signature Witness 2

Tammy Harrison

Print/Type Name Witness 2



Larry G. James

23 day of December, 2019.

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CONTRACT FOR SALE AND PURCHASE OF 21,478 SQUARE FEET LOCATED AT 2815 to 2817 NW 8 Road, UNINCORPORATED FORT LAUDERDALE, FLORIDA AND IDENTIFIED AS FOLIO NUMBERS 5042-05-06-1041 and 5042-05-06-1050 BETWEEN LARRY GENE JAMES AND BROWARD COUNTY

COUNTY

ATTEST:


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and ex officio
Clerk of the Board of
County Commissioners of
Broward County, Florida

By: _____
Mayor

_____ day of _____, 20____.

Approved as to form by
Andrew J. Meyers,
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By:  1/15/2020

Annika E. Ashton (Date)
Deputy County Attorney

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EXHIBIT A

LEASES, OPTIONS, CONTRACTS AND OTHER INTERESTS

Not applicable.

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EXHIBIT B

NO LIEN AFFIDAVIT AND INDEMNITY

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared, _____, who, being by me first duly sworn on oath, depose(s) and say(s), collectively as the "Affiant":

1. That Affiant is the owner of and has fee simple title to the following described property (the "Property") situate, lying and being in the County of Broward, State of Florida, to-wit:

[INSERT PROPERTY DESCRIPTION]

2. That the Affiant has not sold, transferred, assigned, or conveyed title to the Property prior to the transfer to Broward County, a political subdivision of the State of Florida ("County").
3. That the Property and all improvements thereon are free and clear of all mortgages, liens, taxes, waste, water and sewer charges, encumbrances, judgments, and claims of every kind, nature, and description of record whatsoever except for real estate taxes for 20____.
4. That no legal actions, Internal Revenue Service claims, or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.
5. This Affidavit is made for the purpose of inducing County to part with valuable consideration and consummate the purchase of the Property, and County is materially relying on the veracity of the contents hereof. The title insurance company selected by County is relying upon the representations herein made in issuing title insurance. In this regard, the Affiant represents and warrants that the statements contained herein are true and correct in all respects.
6. That for at least ninety (90) days prior to the date hereof, no material, labor, or services have been furnished, performed, or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor, or services have been contracted to be furnished, performed, or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanics', material person's or other liens affecting the Property or actual or potential claims on account of any such material, labor, or services.

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EXHIBIT B
(Continued)

7. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules, or regulations pertaining to the Property exist, and no orders or notices concerning any violations have been given to the Affiant or made against the Property and Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days. No judgment or decree has been entered in any court in this State or the United States against said Property which remains unsatisfied.
8. There are no disputes concerning the boundary lines of the Property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances, and statutes.
9. There are no actions or proceedings now pending in any State or Federal Court to which the Affiant is a party, including but not limited to, proceedings in bankruptcy, receivership, or insolvency, nor are there any judgments, bankruptcies, liens, or executions of any nature which constitute or could constitute a charge or lien upon said property. There are no unrecorded easements, claims of easement, or rights-of-way affecting all or any portion of the Property to the best of your knowledge.
10. That Affiant alone and no other person(s), firm(s), corporation(s) or individual(s) are in control and possession of the Property.
11. [IF TITLE COMMITMENT IS OBTAINED] Affiant represents and warrants that between the date of the title commitment dated _____, and the date on which the deed to the Property is placed of record, Affiant has not and will not execute any instruments or take any actions that could adversely affect the title or interest to be acquired by County. Affiant further represents and warrants that Affiant is not aware of any matter that could adversely affect the title or interest to be acquired by County and insured under the title commitment.
12. Affiant represents and warrants the truth and accuracy of all matters hereinabove set forth and agree to and shall defend, , and hold harmless County and its heirs, successors, and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in the above Affidavit or the breach of any representation or warranty herein made.

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EXHIBIT B
(Continued)

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in the presence of:

Signature Witness 1

Larry G. James

Print/Type Name Witness 1

____ day of _____ 20____

Print/Type Name Witness 2

NO LIEN AFFIDAVIT AND INDEMNITY

STATE OF)
) **SS.**
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____, as _____, who is _____ personally known to me
or who has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My Commission Expires:

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EXHIBIT C

ENVIRONMENTAL AFFIDAVIT

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn on oath, depose(s) and say(s):

This environmental affidavit ("Affidavit") is made this ____ day of _____, 20____, pursuant to a Contract for Sale and Purchase ("Contract") made as of _____, by _____ and _____ between _____ ("Seller") and Broward County, a political subdivision of the state of Florida, ("County"), pertaining to the following described property ("Property") situate, lying and being in the County of Broward, State of Florida:

[INSERT LEGAL DESCRIPTION]

In order to induce County to purchase the Property, Seller hereby represents and warrants to County as follows:

1. Seller is not aware of any environmental hazards on the Property that would require County to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of Closing.
2. Seller is not aware of any event of environmental contamination of the Property occurring between the Effective Date of the Contract and the Closing.
3. Seller represents and warrants to County that as of Closing, neither Seller nor, to the best of Seller's knowledge, any third party has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property during the time in which Seller owned the Property.
4. Seller represents and warrants the truth and accuracy of all matters in this Affidavit and agrees to and shall defend, indemnify, and hold harmless County and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement

Parcel Description – Site Nos. 5142-05-06-1041 & 5142-05-06-1050

made in this Affidavit or the breach of any representation or warranty made in this Affidavit.

5. Capitalized terms used but not defined in the Affidavit will have the meanings assigned to them in the Contract, unless the context requires otherwise.

FURTHER AFFIANT SAYETH NAUGHT.

SELLER

Signed, sealed and delivered
in the presence of:

Larry G. James
Seller Print/Type Name

Seller Signature

_____ day of _____, 20____.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is _____ personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 20____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

EXHIBIT D

**PUBLIC DISCLOSURE OF BENEFICIAL INTERESTS AFFIDAVIT
(Section 286.23, Florida Statutes)**

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who first duly sworn deposes and says Affiant is:

_____ (a) _____ the President or _____ the Vice-President of _____, a _____

corporation, which is duly authorized to transact business under the laws of Florida; or

_____ (b) _____ a Partner or _____ Limited Partner of _____, a _____ partnership, doing business under the name of _____; or

_____ (c) the Trustee of _____ Trust;
or

_____ (d) Other _____,

which entity described above holds title to the real property having a street address of
[INSERT ADDRESS].

Affiant certifies that the names and addresses listed on Schedule A, attached hereto and by this reference made a part hereof, are the names and addresses of every person having a beneficial interest in said real property, however small or minimal. This Affidavit is being made: (i) for the purpose of complying with the provisions of Section 286.23, Florida Statutes, with regard to a real property interest being conveyed to Broward County, (ii) as a public disclosure, under oath and subject to the penalties prescribed for

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

Exhibit D

**Public Disclosure Affidavit
(Continued)**

perjury, and (iii) to Broward County, which are relying on the veracity of the contents of this Affidavit. All matters set forth in this Affidavit are truthful and accurate.

AFFIANT:

Signature

Print Name

(Affiant's address - Required by
Section 286.23 Florida Statutes)

ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is _____ personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 20____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

Exhibit D
Public Disclosure Affidavit
(Continued)
Schedule A

NAMES:

ADDRESSES:

Note: The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from the provisions of Section 286.23, Florida Statutes. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of Section 286.23, Florida Statutes, to disclose persons or entities holding less than 5 percent (5%) of the beneficial interest in the disclosing entity.

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

Exhibit E

FORM OF SPECIAL WARRANTY DEED

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Rm 501
Fort Lauderdale, Florida

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Rm 423
Fort Lauderdale, Florida

Folio #

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this ____ day of _____, 20____, from [GRANTOR NAME/TYPE OF CORP SINGLE/MARRIED MAN OR WOMAN, AS APPLICABLE,] ("Grantor"), whose address is [GRANTOR ADDRESS], to BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, FL 33301.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, by these presents does hereby grant, bargain, and sell unto Grantee and Grantee's successors and assigns forever, all the right, title, interest, claim, and demand that Grantor has or may have in and to the following described real property (the "Property") located and situate in the County of Broward and State of Florida, to wit:

See **Exhibit A** attached hereto and made a part hereof,

Subject to covenants, conditions, restrictions, reservations, limitations, easements, and agreements of record; taxes and assessments for the year 2018 and subsequent years; and all applicable zoning ordinances, restrictions, and prohibitions imposed by appropriate governmental authorities, if any.

Together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same in fee simple forever.

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property; and Grantor does hereby fully warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESSES:

By: _____

Grantor Signature

Witness Signature

[GRANTOR NAME], Grantor

Printed Name of Witness

Witness Signature

Printed Name of Witness

STATE OF FLORIDA

)

)SS:

COUNTY OF BROWARD

)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is _____ personally known to me or who has produced _____ as identification.

(Signature)

[NOTARY PUBLIC NAME]

[NOTARY TITLE/RANK]

[NOTARY SERIAL NUMBER]

Parcel Description – Site Nos. 5042-05-06-1041 & 5042-05-06-1050

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Legal Description of Property

Vacant Lot-

Parcel Description – Site No. 5042-05-06-1041

Lot 5, Block 20, WASHINGTON PARK THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 21, Page 43, of the Public Records of Broward County, Florida, less right of way and easements of record.

Residence –

Parcel Description – Site No. 5042-05-06-1050

Lot 6, Block 20, WASHINGTON PARK THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 21, Page 43, of the Public Records of Broward County, Florida, less right of way and easements of record.

Building address: 2817 NW 8th Road, Unincorporated Broward County, FL 33311