

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

This Interlocal Agreement (“Agreement”) is entered into by Broward County, a political subdivision of the State of Florida (the “County”), and the City of Tamarac, a Florida municipal corporation (the “City”) (collectively, the County and the City are referred to as the “Parties”).

RECITALS

A. The County is party to a certain Contract for Sale and Purchase between Broward County and Julie Aitken, dated June 18, 2019 (as further defined below, the “Aitken Contract”), for the purchase of certain property located at 3801 South Flamingo Road, Davie, Florida (“Aitken Property”), more particularly described below and in **Exhibit A**.

B. The County desires to assign its right to purchase the Aitken Property, and the City desires to accept such assignment, such that the City will acquire the Aitken Property consistent with the terms and conditions of this Agreement.

C. The Parties also desire to exchange certain property pursuant to Section 125.37, Florida Statutes. Specifically, the County desires to transfer to the City a portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida (the “WLP Property”), as more particularly described below and in **Exhibit B**, and, once acquired by the City, the City desires to transfer the Aitken Property to the County as a like acre-for-acre replacement of the transferred WLP Property.

D. The Parties also desire to set forth the terms of a lease agreement between the City, as lessor, and the County, as lessee, for the WLP Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Aitken Contract shall mean the Contract for Sale and Purchase attached as **Exhibit C**.
- 1.2 Aitken Property shall mean the real property located at 3801 South Flamingo Road, Davie, Florida, more particularly described in **Exhibit A**.
- 1.3 Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.
- 1.4 WLP Property shall mean the portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida, as more particularly described in **Exhibit B**.

ARTICLE 2. PROPERTY PURCHASE AND EXCHANGE

2.1 Aitken Property.

2.1.1 Assignment of Aitken Contract. The County hereby assigns, and the City accepts the assignment of, all rights of the County pursuant to the Aitken Contract to purchase the Aitken Property, subject to the terms of this Agreement.

2.1.2 Closing of Aitken Contract.

2.1.2.1 The Parties shall fully cooperate to effectuate the closing of the Aitken Contract and purchase of the Aitken Property on or before September 16, 2019, unless extended by the County Administrator. The City hereby authorizes its Mayor and City Manager to execute all closing documents necessary to effectuate the City's purchase of the Aitken Property.

2.1.2.2 The County will prepare the closing documents for the closing under the Aitken Contract. The County shall be solely responsible for all financial obligations due from the purchaser under the Aitken Contract, including payment of the purchase price to the seller.

2.1.3 Right to Demand Transfer. If the WLP Property exchange stated in Section 2.2 is not fully effectuated or is determined to be invalid or ineffective for any reason, including by reason of the County determining, through its County Administrator, that such exchange shall not be consummated, the County may, upon written notice by its County Administrator to the City Manager, demand that the City transfer the Aitken Property to the County. In such event, the City shall fully cooperate to effectuate the transfer of the Aitken Property to the County within ninety (90) days after the request by the County (or such other time period as the Parties may otherwise agree in writing) by delivery of a properly executed and acknowledged warranty deed in the form attached as **Exhibit D**, free and clear of all liens, charges, and encumbrances, except for those in existence at the time the City acquires the Aitken Property, for the purchase price of Ten (\$10.00) dollars. The County shall prepare any and all necessary documentation to effectuate the transfer of the Aitken Property to the County. Upon request by the City and provision of documentation substantiating any qualifying expenses, the County shall pay any reasonable expenses incurred by the City in connection with the transfer of the Aitken Property to the County.

2.2 WLP Property Exchange.

2.2.1 Property Exchange. Within twenty (20) calendar days after the closing of the purchase of the Aitken Property pursuant to Section 2.1 (or such longer period as the County Administrator may approve in writing) and, provided that the County has authorized the exchange pursuant to Section 125.37, Florida Statutes, the City shall transfer the Aitken Property to the County in exchange for the WLP Property, as a like

acre-for-acre replacement of the WLP Property. The County shall be solely responsible for all taxes, recording fees, or other reasonable out-of-pocket expenses incurred in connection with the transactions. The City hereby approves the warranty deed in the form attached as **Exhibit D** and authorizes its Mayor and City Manager to execute a warranty deed in the form attached as **Exhibit D** and all closing documents necessary to effectuate the City's transfer of the Aitken Property to the County and the County's transfer of the WLP Property to the City. The City acknowledges that the County will transfer the WLP Property through a quitclaim deed evidencing the transfer pursuant to the terms of this Agreement.

2.2.2 WLP Property Easement. At the time of the transfer of the WLP Property to the City, the City shall provide an easement over the Access Road Easement portion of the WLP Property described in **Exhibit B** for the benefit of the County and the public. The City hereby approves the easement in the form attached as **Exhibit E** and authorizes its Mayor and City Manager to execute the easement.

2.3 WLP Property Lease. The City shall lease the WLP Property to the County for park purposes and/or utilization as a site for a radio communications tower and related equipment. The lease shall be recorded in the Official Records of Broward County, at the County's expense. The County shall prepare an appropriate lease agreement, in form and substance reasonably acceptable to the Parties, detailing the terms and conditions of the Lease, which shall include the following:

2.3.1 The annual rent to be paid by the County to the City for the WLP Property shall be Sixty-Two Thousand Four Hundred Dollars (\$62,400), paid annually in advance. This amount shall increase two percent (2%) each year the lease remains in effect. Subject to the other terms and conditions of this Agreement, the lease shall be effective for a term of fifty (50) years commencing on the date the WLP Property is transferred to the City, with automatic renewals, thereafter, every ten (10) years. Upon termination of the lease, the Parties agree to enter into a subsequent lease on the same terms stated in Section 2.3, including without limitation the same financial and durational terms and the repurchase right stated below, and other customary lease terms as to which neither party shall unreasonably object.

2.3.2 The County shall be solely responsible for all maintenance, repair, and security on the WLP Property.

2.3.3 The County may restrict the City's access to the WLP Property as the County determines appropriate, based upon the County's use of the WLP Property.

2.3.4 At any time after five (5) years after the commencement of the lease of the WLP Property, the County may elect to purchase the WLP Property from the City for the nominal amount of Ten Dollars (\$10.00). In such event, the County shall prepare, and the City shall execute (and shall authorize an appropriate signatory to execute), all closing documents necessary to effectuate the County's purchase of the WLP Property. If such

purchase occurs, the lease shall terminate effective upon conveyance to the County of the WLP Property, in which event neither party shall have any further rights or obligations under the lease.

ARTICLE 3. MISCELLANEOUS

3.1 Effective Date; Time is of the Essence. The Agreement shall become effective as of the Effective Date.

3.2 Termination; Breach; Challenge. This Agreement may not be terminated for cause or for convenience. The sole and exclusive remedies for any breach of this Agreement shall be specific performance or injunctive relief. In the event of a breach of this Agreement, the Parties agree and stipulate that the Agreement shall continue in full force and effect as to the other party, and further agree and stipulate that the nonbreaching party is entitled, at its election, to specific enforcement of the terms of this Agreement, and the Parties expressly agree and stipulate that the Agreement is valid and enforceable, fair and just in all its terms, and that damages resulting from a breach of this Agreement are sufficiently uncertain and indefinite that specific performance is an appropriate equitable remedy.

3.3 Statement of Intent; Further Assurances. The Parties acknowledge that the purpose of this Agreement is to permit the County's use of the WLP Property to construct and operate a radio communications tower for the County's emergency radio system. In order for the WLP Property to be used for this purpose, the Broward County Charter requires that the WLP Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to the City, the Aitken Property is being acquired in the name of the City with funds provided by the County; and ownership of the WLP Property is being transferred to the City to be leased back to the County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

3.4 Third-Party Beneficiaries. The Parties expressly agree and stipulate that there are no third-party beneficiaries to this Agreement.

3.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-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.

NOTICE TO COUNTY:

Broward County Administrator

Attn: Bertha Henry

115 S. Andrews Ave., Suite 409

Ft. Lauderdale, Florida 33301

E-mail address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY:

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
E-mail Address: michael.cerneck@tamarac.org

With a copy to:

City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Attn: Samuel S. Goren, Esq.
E-mail Address: sgoren@gorencherof.com

3.6 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

3.7 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement 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 Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.8 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

3.9 Amendments. Except as otherwise expressly stated herein, no modification or amendment to this Agreement shall be effective unless it is in writing and executed by the governing bodies of each party.

3.10 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement,

or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.12 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.13 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 _____, 2019, and the CITY OF TAMARAC, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
MAYOR
____ day of _____, 2019

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) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

RDH/AEA
2019-08-23 Interlocal Agreement with Tamarac
8/23/2019
#459528.11

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

CITY

ATTEST:

CITY OF TAMARAC

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 2019

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Tamarac, Florida:

City Attorney

Exhibit A (Aitken Property)

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Exhibit B (WLP Property including Access Road Parcel)

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of

tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Exhibit C (Aitken Contract)

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 JULIE AITKEN, a married woman, ("Seller"), whose address is 3801 South Flamingo Road, Davie, Florida, 33330 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:

The North 640.19 feet of the East 1,615.00 feet of Section 26, Township 50 South, Range 40 East, together with a road easement, more particularly described as follows:

Commencing at the N.E. corner of the aforementioned Section 26; thence in a southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91° 12' 23" as measured in a clockwise direction from the aforesaid course, a distance of 1,615.36 feet to a point; thence in a Northerly direction with an interior angle of 91° 12' 23", a distance of 74.56 feet to a point; thence in an Easterly direction parallel to an 540.00 feet South of the North line of Section 26, a distance of 1,615.00 feet, more or less, to the Point of Beginning. (Folio No: 5040-26-00-0010).

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 **EIGHT HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$890,000.00)**, 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 warranty deed in statutory form, free and clear of all liens, charges, and encumbrances other than the following:

Zoning and other regulations imposed by a governmental authority.

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 warranty 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, have the Property surveyed and certified to County by a registered Florida surveyor. If the survey discloses

Parcel Description – Site No. 5040-26-00-0010

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.

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. Should such evidence of title or its examination reveal defects or deficiencies in the title to the Property that would render title to the Property unmarketable or uninsurable, then County will notify Seller of such defects or deficiencies, and Seller will have the option to attempt to cure any defect or deficiency in title no later than ninety (90) days after County notifies Seller of the defect or deficiency in title to the Property ("Cure Period"). Closing shall be postponed during the Cure Period until such deficiencies or defects are cured. If Seller elects not to attempt to cure such title defects or deficiencies or if the defects or deficiencies cannot be cured during the Cure Period, then County shall have the option of either (i) accepting title as it then is and paying the purchase price, or (ii) declaring this Contract canceled, in which case each Party shall be relieved of any further obligations under this Contract.

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.

ARTICLE 5. ENVIRONMENTAL CONTAMINATION

5.1. 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

Parcel Description – Site No. 5040-26-00-0010

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:

- (a) Cleaning up the environmental contamination itself; or
- (b) Reducing the Purchase Price by the amount of the cost estimate; or
- (c) If the estimated cost of cleanup exceeds an amount equal to ten percent (10%) of the Purchase Price, terminating the Contract with no further liability on the part of either Party.

5.2. If the environmental contamination is discovered after Closing, Seller shall remain obligated to diligently pursue and accomplish the cleanup of the environmental contamination, with such obligation to survive delivery of the deed and possession.

5.3. In the event that Seller undertakes any environmental remediation, 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. Seller shall indemnify and hold harmless and defend County, its officers, servants, agents, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from the environmental contamination. Seller shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against County as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which the environmental contamination is alleged to be a contributing legal cause. Seller shall hold County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses, and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

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 C.

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

Seller hereby represents and warrants that Seller has not dealt with a broker, and 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.

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:

Julie Aitken
PO BOX 3084
Placida, Florida 33946
Email: julie.r.aitken@gmail.com
Phone: 954-790-7652

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.** County may, at its sole option and without Seller's consent, assign this Contract or any interest herein to another governmental entity upon providing Seller with written notice of such assignment. Seller acknowledges that, in providing such notice of assignment, the County Administrator has been authorized to act on behalf of County. Except as permitted in the preceding provisions of this Section 8.4, this Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstance 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 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 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.

Parcel Description – Site No. 5040-26-00-0010

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

8.21. **County's Future Consideration.** In the future, Seller would like Broward County to consider naming the Property "Oakridge Farm Preserve" knowing that Broward County Administrative Code 18.43 would have to be followed to either approve or deny this consideration. Oakridge Farm Preserve is the historical name this Property has been known by for over forty (40) years.

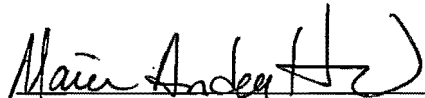
(THE REMAINDER OF THIS PAGE IS LEFT BLANK)

Parcel Description – Site No. 5040-26-00-0010

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: **JULIE AITKEN**, 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 11 day of June, 2019.

SELLER


WITNESSES:


Signature Witness 1

Marie Andree Hammond
Print/Type Name Witness 1


Signature Witness 2

Olga Pico
Print/Type Name Witness 2


Julie Aitken

29th day of March, 2019

Parcel Description – Site No. 5040-26-00-0010

CONTRACT FOR SALE AND PURCHASE OF 2.99 ACRES LOCATED AT 3801 SOUTH FLAMINGO ROAD, DAVIE, FLORIDA, 33330 AND IDENTIFIED AS FOLIO NUMBER 5040-26-00-0010 BETWEEN JULIE AITKEN AND BROWARD COUNTY

COUNTY

ATTEST:

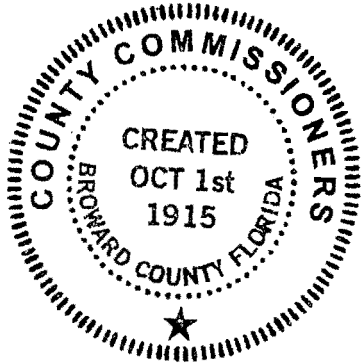

County Administrator and ex officio
Clerk of the Board of
County Commissioners of
Broward County, Florida

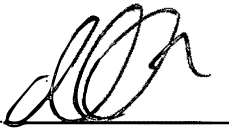
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: 
Mayor

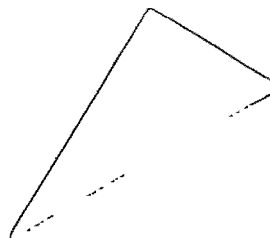
18 day of June, 2019

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:  4/2/19 for
Annika E. Ashton (Date)
Senior Assistant County Attorney

AEA/mdw
Form Purchase & Sale-Aitken
#421626



Parcel Description – Site No. 5040-26-00-0010

EXHIBIT A

LEASES, OPTIONS, CONTRACTS AND OTHER INTERESTS

[This includes the persons living in the guest quarters.]

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:

The North 640.19 feet of the East 1,615.00 feet of Section 26, Township 50 South, Range 40 East, together with a road easement, more particularly described as follows:

Commencing at the N.E. corner of the aforementioned Section 26; thence in a southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91° 12' 23" as measured in a clockwise direction from the aforesaid course, a distance of 1,615.36 feet to a point; thence in a Northerly direction with an interior angle of 91° 12' 23", a distance of 74.56 feet to a point; thence in an Easterly direction parallel to an 540.00 feet South of the North line of Section 26, a distance of 1,615.00 feet, more or less, to the Point of Beginning. (Folio No: 5040-26-00-0010).

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.

EXHIBIT B
(Continued)

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.
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.
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, indemnify, 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.

Parcel Description – Site No. 5040-26-00-0010

EXHIBIT B
(Continued)

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in the presence of:

Signature Witness 1

Julie Aitken

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 sworn and subscribed** before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath and _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

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:

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. There are no 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 No. 5040-26-00-0010

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:

Julie Aitken
Seller Print/Type Name

Seller Signature

_____ day of _____, 20____.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

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

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

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

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 this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

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

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Exhibit D (Aitken Property Warranty Deed)

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

WARRANTY DEED

THIS WARRANTY DEED, made this ____ day of _____, 20____, between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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

AND Grantor hereby covenants with **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** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons whomsoever.

WD from City to BC – Aitken parcel

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESSES:

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

Print Name: _____

Print Name: _____

By: _____

Printed Name:

Title:

Attested by:

Pat Teufel, City Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ and _____, as _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

SIGNATURE NOTARY

PRINT NAME

NOTARY SEAL

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

WD from City to BC – Aitken parcel

EXHIBIT A
Legal Description

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point: thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Exhibit E (WLP Access Parcel Easement)

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 5142 1100 0020

PARK EASEMENT

This Park Easement (“Easement”) is made this _____ day of _____, 2019, by the **City of Tamarac, a Florida Municipal Corporation (“Grantor”)**, whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, and **BROWARD COUNTY, a political subdivision of the State of Florida (“Grantee”)**, whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301. Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.

RECITALS

- A. Grantor is the fee simple owner of that certain real property located in Broward County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“Access Easement Parcel”).
- B. Grantee owns and operates West Lake Park, a regional park adjacent to and surrounding the Access Easement Parcel.
- C. Grantor desires to provide to Grantee a perpetual park easement on, over, under, across, and through the Access Easement Parcel for use as a public park and to ensure the public has access to the Access Easement Parcel to the same extent as the surrounding portions of West Lake Park.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual terms contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grantor hereby grants to Grantee a perpetual, exclusive easement on, over, under, across, and through the Access Easement Parcel for public park purposes and for use by

the public for recreation to the same extent as permitted in West Lake Park ("Easement").

2. The Easement shall be subject to the following terms, conditions, and covenants:

- a. Grantee shall not use the Easement in a manner that unreasonably interferes with the use of the Access Easement Area by Grantor, its agents, contractors, tenants, subtenants, licensees, and invitees.
- b. Grantor retains the right to engage in any activities on, over, under, across, or through the Access Easement Area and shall, for its own purposes, utilize the Access Easement Area in any manner that does not unreasonably interfere with the Easement.
- c. The Easement is subject to the terms of the lease agreement between Grantor and Grantee for to the Access Easement Parcel and adjacent parcel recorded simultaneously herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

WITNESSES:

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

Print Name: _____

Print Name: _____

By: _____
Name:
Title:

Approved as to form & Legal sufficiency

Attested by:

City Attorney

Pat Teufel, City Clerk

ACKNOWLEDGMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ and Pat Teufel, as City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced as identification.

NOTARY SIGNATURE

PRINT NAME
NOTARY SEAL

EXHIBIT A

ACCESS EASEMENT AREA

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide access easement lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of

119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of $20^{\circ}40'29''$, a distance of 70.21 feet to a point of tangency; thence $N14^{\circ}51'17''W$, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of $65^{\circ}48'56''$, a distance of 171.00 feet to a point of tangency; thence $N50^{\circ}57'38''E$, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of $49^{\circ}07'08''$, a distance of 108.51 feet to a point of tangency; thence $N01^{\circ}50'31''E$, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of $S 66^{\circ}06'36'' E$) and on the North by the south right of way line of Sheridan Street (with a bearing of $S 87^{\circ}51'11'' W$).