

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") between Hans P. Volkmeier, a married man, ("Seller"), whose address is 1311 Southwest 4th Court, Fort Lauderdale, Florida 33312, and BROWARD COUNTY, a political subdivision of the State of Florida ("Purchaser"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The Seller and the Purchaser are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

### RECITALS

A. Seller is the owner of the Property, as defined in Section 1, located at NW 27th Avenue, Fort Lauderdale, Florida 33311.

B. Seller desires to sell, and the Purchaser desires to purchase, the Property on the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Purchase and Sale of Property.** Subject to and in accordance with the terms of this Agreement, Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, all rights, title, and interests of the Seller in and to the following property (collectively, the "Property"):

1.1 That certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Land");

1.2 All buildings, structures, and improvements situated on the Land and owned by Seller (the Land and the Improvements are hereinafter referred to collectively as the "Real Property"); and

1.3 All of Seller's rights, if any, in and to all strips, gores, easements, privileges, rights-of-way, riparian and other water or drainage rights, rights to lands underlying any adjacent streets or roads, and other tenements, hereditaments, and appurtenances pertaining to or accruing to the benefit of the Real Property.

**2. Purchase Price.**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000) (the "Purchase Price").

2.2 At the Closing, as defined herein, the proceeds of sale, adjusted for prorations, credits, or other closing related charges set forth herein, shall be paid to Seller by bank wire transfer of immediately available funds to Seller's designated account. At least ten (10) business days before the Closing, Seller shall give Purchaser written notice of Seller's designated account sufficient to permit the wire transfer. The consummation and the closing of the purchase and sale of the Property as contemplated by this Agreement is herein referred to as the "Closing."

**3. Title Evidence.**

3.1 Survey. Prior to the Closing, Purchaser may, at Purchaser's sole expense, have the Property surveyed and certified to Purchaser by a registered Florida surveyor. 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, Agreement covenants, or applicable government regulations, the same shall constitute a title defect and the Purchaser shall be entitled to the remedies prescribed in Section 3.2 of this Agreement.

3.2 Title. Seller warrants and represents to Purchaser that Seller owns fee simple title to the Property. Seller is not obligated by the terms of this Agreement to provide Purchaser with any evidence of title; however, Purchaser reserves the right to secure such evidence of title as is satisfactory to Purchaser, at Purchaser'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 Purchaser 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 Purchaser 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 Purchaser shall have the option of either (i) accepting title as it then is and paying the purchase price, or (ii) declaring this Agreement canceled, in which case each Party shall be relieved of any further obligations under this Agreement.

4. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser the following, which collectively are hereinafter referred to as the "Seller's Representations and Warranties":

4.1 Power and Authority. Seller has full right, power, and authority to enter into and perform its obligations under this Agreement, including, without limitation, the authority to convey its title to the Property to Purchaser.

4.2 Due Execution and Performance. This Agreement, along with all of the documents, instruments, or agreements that Seller must deliver at the Closing, is and shall be duly authorized and executed, and shall constitute the legal, valid, and binding obligations of Seller.

4.3 Absence of Conflicts.

- (a) Seller has not entered into, or Seller has no actual knowledge of, any licenses, contracts, agreements, arrangements, or other obligations, whether written or oral, regarding the use, development, maintenance, or operation of the Property that will survive the Closing.
- (b) Seller has not entered into, or Seller has no actual knowledge of, any agreements currently in effect that restrict the sale of the Property or impair Seller's ability to execute or perform its obligations under this Agreement.
- (c) Seller has not received any written notice of, or Seller has no actual knowledge of, any pending or threatened judicial, municipal, or administrative proceedings affecting the Property, or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, rezoning, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.
- (d) Seller does not have actual knowledge of any fact that is not recited in this Agreement, and could provide a basis for an investigation, action, suit, dispute, proceeding, or claim materially and adversely affecting the ownership, use, or development of any portion of the Property.
- (e) To Seller's actual knowledge, there are no outstanding judgments, orders, writs, injunctions, or decrees of any federal, state, regional, local, or other government department, commission, board, bureau, agency, or instrumentality having jurisdiction over the Property, which could constitute or impose a lien upon the Real Property, or which adversely affect the ownership, use, or development of any portion of the Real Property.

- (f) Seller has not received any written notice regarding pending public improvements in or about any portion of the Real Property, or about any special assessments or re-assessments against or affecting any portion of the Real Property.

**4.4 Taxes and Liens.** All taxes and assessments, including all sales taxes and other taxes relating to the Property that accrue or are or will be due and payable before the Closing date have been paid or will be paid or placed in escrow before the Closing, as provided in Section 6.4(a). Seller has no actual knowledge of claims by any contractor with respect to work performed on the Property for or on behalf of Seller. There are no unpaid bills for labor, services, or work performed or rendered upon the Real Property for or on behalf of Seller, or for materials or supplies furnished or delivered to the Real Property for or on behalf of Seller, which could result in the filing of any mechanic's, materialman's, or laborer's lien upon the Real Property.

**4.5 Hazardous Substances.**

- (a) To the best of Seller's information or belief, Seller has no notice or actual knowledge of the following:
- (i) Any Hazardous Substance (as defined in Section 4.5(b)) present on or within the Real Property, or any present or past generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance on or within the Real Property in violation of any Environmental Laws (as defined in Section 4.5(b));
  - (ii) Any failure by Seller, any prior owner, or any current or prior tenant, licensee, or occupant of the Property to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance; or
  - (iii) Any failure of any condition of the Property to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance.
- (b) "Hazardous Substance" shall mean (i) substances included within the definitions of hazardous substances, hazardous materials, toxic substances, or hazardous or solid waste in any Environmental

Laws (as defined below); (ii) substances listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances; (iii) other substances, materials, or wastes, which are regulated or classified as hazardous or toxic under Environmental Laws; and (iv) materials, wastes, or substances, which are or contain petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Clean Water Act, 33 U.S.C. § 1321, et seq.; all rules and regulations promulgated pursuant to the foregoing laws; and all other local, state, or federal laws, rules, or regulations relating to environmental protection or hazardous or toxic substances, including Chapter 27, Broward County Code of Ordinances.

4.6 Leases. Seller has not entered into, or Seller has no actual knowledge of, any leases, agreements, or other rights, written or oral, for the occupancy of any portion of the Real Property. To Seller's actual knowledge, there are no parties in possession or entitled to be in possession of any portion of the Property, except for the Seller.

## 5. Inspections.

For a period of twenty (20) business days after the Effective Date ("Due Diligence Period"), Purchaser, at its sole cost and expense, shall have the right to have its employees, agents, contractors, or subcontractors ("Consultants") perform inspections, investigations, and studies of the Property ("Inspections") upon providing Seller with written notice at least twenty-four (24) hours before entering the Property. Purchaser and its Consultants shall not perform any invasive testing on the Property without obtaining Seller's prior written consent, which consent shall not be unreasonably withheld. In conducting the Inspections, Purchaser and its Consultants shall conduct all operations on the Property in a reasonable manner and shall not unreasonably interfere with Seller's operation of the Property. Purchaser shall not engage in any activity resulting in a mechanic's lien against the Property. If Purchaser shall determine, in its own discretion, that any facts or conditions exist with respect to the Property that render the Property unsuitable for its intended use, or that could impose unintended liability on Purchaser, then Purchaser may terminate this Agreement by providing written notice to Seller and upon such notice both Parties shall be relieved of all obligations under this Agreement. Purchaser shall restore any damage to the Real Property caused by Purchaser's inspection of the Real Property to its original condition, ordinary wear and tear excepted.

Purchaser is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes. Purchaser has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Nothing in this Section 5 or this Agreement is intended to serve as a waiver of sovereign immunity.

6. **Closing.**

6.1 Time and Place. The 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 Purchaser may designate. Unless otherwise agreed upon in this Agreement, possession and occupancy will be delivered to Purchaser at the time of Closing. If Broward County, Florida ("County"), is under a tropical storm or hurricane watch or warning at any time within five (5) calendar days of the Closing, Purchaser shall be entitled to delay the Closing until after the County is no longer under a tropical storm or hurricane watch or warning.

6.2 Closing Expenses. At or before the Closing:

- (a) The Seller shall pay any title update fee in an amount not to exceed \$350, the cost of recording any corrective instruments, the cost of recording the conveyance documents from Seller to Purchaser, and the cost of documentary tax and surtax stamps due on the deed(s) of conveyance; and
- (b) Each Party shall pay any fees due to its attorneys or other consultants.

6.3 Delivery of Documents by the Seller. At the Closing, Seller shall execute and/or deliver (as applicable) to Purchaser the following:

- (a) A Special Warranty Deed conveying the Property in the form attached hereto as **Exhibit B** ("Deed");
- (b) Appropriate evidence of Seller's authority to sell and convey the Property;
- (c) An affidavit of the Seller, substantially in the form attached hereto as **Exhibit C**, and dated as of the Closing date;
- (d) An affidavit, in the form attached hereto as **Exhibit D**, sufficient to exempt the transaction from the withholding provisions of

the Foreign Investment in Real Property Tax Act, Section 1445(b)(2) of the Internal Revenue Code of 1954 ("FIRPTA"), establishing that Seller is not a "foreign person" as defined in FIRPTA; and

- (e) An environmental affidavit, substantially in the form attached hereto as **Exhibit G**.

6.4 Prorations. Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between Seller and Purchaser as of 12:01 A.M. (Eastern Time) on the Closing date. For the purposes of calculating prorations, the Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs. Except as hereinafter expressly provided, all prorations shall be done on the basis of the actual number of days of ownership of the Property by the Seller and the Purchaser relative to the applicable period:

- (a) Real Property Taxes. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Property shall be prorated based on the most recent prior tax bill. By or at the Closing, and if not paid, the Seller shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the calendar years preceding the year of the Closing. If the Closing shall occur between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of conveyance of the Deed, based upon the current assessment and millage rates on the Property.
- (b) Utilities. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing date as shall be practicable and the charges so determined shall be paid by the Seller by prompt remittance or deduction from any deposits made by the Seller. The Seller shall be entitled to the refund of any remaining balance of said deposits made for any such utilities or services, and Purchaser shall place its own deposits with the utility or service providers.

6.5 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, Seller and Purchaser shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing.

7. **Brokers.**

Seller hereby represents and warrants that Seller has not dealt with a broker, and Seller agrees to hold Purchaser 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.

8. **Default.**

8.1 **Seller's Default.** If Seller breaches its representations, warranties, covenants, or agreements under this Agreement, or has failed or is unable to consummate the sale of the Property by the Closing date, then the Purchaser may either:

- (a) waive such default in writing and proceed to the Closing without deduction or offset against the Purchase Price;
- (b) terminate this Agreement, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

8.2 **Purchaser's Default.** If Purchaser breaches its representations, warranties, covenants, or agreements under this Agreement, or has failed or is unable to consummate the purchase of the Property by the Closing date, then in such event, this Agreement shall terminate, and the Parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

9. **Miscellaneous.**

9.1 **Notices.** For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail, along with a contemporaneous copy via email, 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 9.1.

**Notice to Purchaser:**

Broward County Administrator  
Government Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email:[mcepero@broward.org](mailto:mcepero@broward.org)

With a copy to:

Director of Real Estate Development  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [lmahoney@broward.org](mailto:lmahoney@broward.org)

Notice to Seller:

Hans P. Volkmeier  
1311 Southwest 4th Court  
Fort Lauderdale, Florida 33312  
Email: [gw3000@comcast.net](mailto:gw3000@comcast.net)

With a copy to:

Michael S. Bloom, B.C.S.  
Michael S. Bloom, P.A.  
2200 NW Corporate Blvd., Suite 406  
Boca Raton, Florida 33431  
Email: [mikebloom@lawyer.com](mailto:mikebloom@lawyer.com)

**9.2 Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Seller and Purchaser. In the event that the Parties mutually agree to modify, amend, or alter the Agreement in order to extend the Closing date, the Purchaser may execute the written document for such extension by acting through its Broward County Director of Real Estate Development.

**9.3 Assignment.** This Agreement, or any right or interest herein, shall not be assigned, transferred, or otherwise encumbered by a Party without the prior written consent of the other Party. To be effective, any such assignment, transfer, or encumbrance must be contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Seller and Purchaser.

**9.4 Materiality and Waiver of Breach.** Seller and Purchaser agree that each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and that each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

9.5 Third Party Beneficiaries. Neither Seller nor Purchaser 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 Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 Time is of the Essence. Time is of the essence throughout this Agreement. 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.

9.7 Public Disclosure. Seller hereby represents and warrants that the name and address of every person or firm having a beneficial interest in the Property is set forth on **Exhibit E** attached hereto. Before the Effective Date, and in accordance with Section 286.23, Florida Statutes, Seller shall execute and deliver to Purchaser the Public Disclosure Affidavit, substantially in the form of **Exhibit F**, attached to and made a part of this Agreement.

9.8 Compliance with Laws. Seller and Purchaser 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 Agreement.

9.9 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 Agreement has been their joint effort. The Agreement 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.

9.10 Interpretation. The titles and 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. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

9.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit

attached to, referenced by, or incorporated in this Agreement and any provision of Sections 1 through 9 of this Agreement, the provisions contained in Sections 1 through 9 of this Agreement shall prevail and be given effect.

9.12 Prior Agreements. This Agreement 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 Agreement 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.

9.13 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 the County Public Health Unit.

9.14 Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Seller and Purchaser elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 9.14 shall be made within seven (7) calendar days after the court's finding becomes final.

9.15 Law, Jurisdiction, Venue, 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 and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, 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 Broward County, Florida, or, in appropriate cases, in United States District Court for the Southern District of Florida, and venue for litigation arising out of this Agreement shall be exclusively in such courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE SELLER AND THE PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 9.15, 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.**

9.16 Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, unless otherwise expressly stated in this Agreement.

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

9.18 Counterparts. This Agreement 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.

**[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

IN WITNESS WHEREOF, the parties 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 \_\_\_\_\_, 20\_\_\_\_ (Agenda Item\_\_\_\_), and HANS P. VOLKMEIER, duly authorized to execute same.

**SELLER:**

WITNESSES:

Gisela Volk  
Signature Witness 1

Gisela Volkmeier  
Print/Type Name Witness 1

S.B.  
Signature Witness 2

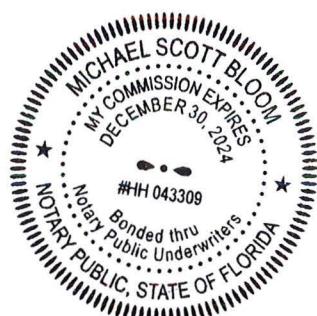
Michael Bloom  
Print/Type Name Witness 2

Hans P. Volk  
Hans P. Volkmeier

3 day of May, 2022

STATE OF Florida)  
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 3 day of May, 2022, by Hans P. Volkmeier, who is personally known to me or who has produced FL DR LIC as identification and who did (did not) take an oath.



NOTARY PUBLIC:

Signature:

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

**PURCHASE AND SALE AGREEMENT BETWEEN HANS P. VOLKMEIER AND  
BROWARD COUNTY.**

**PURCHASER:**

**ATTEST:**

BROWARD COUNTY, 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                 , 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) 357-7641

By: \_\_\_\_\_  
Christina A. Blythe (Date)  
Assistant County Attorney

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

**EXHIBIT A**

**THE LAND**

Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the Public Records of Broward County, Florida. (Folio Number: 4942 3201 2310)

**EXHIBIT B**  
**DEED**

THIS DOCUMENT WAS PREPARED BY:

Attention: \_\_\_\_\_  
Folio Number: 4942-3201-2310

AFTER RECORDING  
RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between HANS P. VOLKMEIER, a married man ("Grantor"), whose address is 1311 Southwest 4th Court, Fort Lauderdale, Florida 33312, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS(\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida (herein the "Property"):

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

TOGETHER with all improvements and fixtures thereon and all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

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

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Property is free from encumbrances made by Grantor; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and all other matters of record; and real estate taxes for this year 20\_\_\_\_and all subsequent years.

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

Signed, sealed, and delivered in the presence of two witnesses as required by law:

**WITNESSED BY:**

**GRANTOR:**

Name: \_\_\_\_\_

HANS P. VOLKMEIER

Name: \_\_\_\_\_

STATE OF                )  
                        )  
COUNTY OF              )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Hans P. Volkmeier, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

**EXHIBIT A to the DEED**  
**[Description of Property]**

Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the Public Records of Broward County, Florida. (Folio Number: 4942 3201 2310)

**EXHIBIT C**  
**NO LIEN AFFIDAVIT AND INDEMNITY**

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

BEFORE ME, the undersigned authority, personally appeared, Hans P. Volkmeier, 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:  
  
Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the Public Records of Broward County, Florida. (Folio Number: 4942 3201 2310)
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.

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.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and  
delivered in the  
presence of:

\_\_\_\_\_  
Signature Witness 1

\_\_\_\_\_  
Hans P. Volkmeier

\_\_\_\_\_  
Print/Type Name Witness 1

\_\_\_\_\_  
\_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature Witness 2

\_\_\_\_\_  
Print/Type Name Witness 2

STATE OF              )  
                        )  
COUNTY OF            )

The foregoing instrument was sworn and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of, 20\_\_\_\_\_, by Hans P. Volkmeier, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.  
NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

**EXHIBIT D**  
**FIRPTA AFFIDAVIT**

The undersigned, Hans P. Volkmeier (the "Transferor"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. Section 1445 of the Internal Revenue Code of 1954, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

2. The Transferor is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Schedule 1**, attached hereto and made a part hereof (the "Property").

3. The Property is being transferred to Broward County, a political subdivision of the State of Florida (the "Transferee").

4. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person, as those terms are defined in the Internal Revenue Code of 1954, as amended, and the Income Tax Regulations promulgated thereunder (collectively, the "Code"), and the office of the Transferor is \_\_\_\_\_.

5. The United States taxpayer identification number of the Transferor is \_\_\_\_\_.

6. This Affidavit is being given pursuant to Section 1445 of the Code to inform the Transferee that withholding of tax is not required upon this disposition of a United States real property interests.

7. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that the undersigned has examined this Affidavit and, to the best of the Transferor's knowledge and belief, it is true, correct and complete.

Date: \_\_\_\_\_, 20 \_\_\_\_.

**WITNESSED BY:**

**TRANSFEROR:**

Name: \_\_\_\_\_

\_\_\_\_\_

HANS P. VOLKMEIER

Name: \_\_\_\_\_

STATE OF                )  
                            )  
COUNTY OF              )

The foregoing instrument was sworn and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by Hans P. Volkmeier, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

**SCHEDULE 1  
LEGAL DESCRIPTION**

Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the Public Records of Broward County, Florida. (Folio Number: 4942 3201 2310)

**EXHIBIT E**

Hans P. Volkmeier  
1311 Southwest 4th Court  
Fort Lauderdale, Florida 33312

**EXHIBIT F**  
**PUBLIC DISCLOSURE AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Hans P. Volkmeier (the "Seller"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. That Seller is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Property").
2. That no other person(s), firm(s), corporation(s), or individual(s) are in control or possession of the fee interest in the Property other than the Seller.

FURTHER AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF                )  
                            )  
COUNTY OF                )

The foregoing instrument was sworn and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hans P. Volkmeier, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the Public Records of Broward County, Florida.

Folio Number: 4942 3201 2310

**EXHIBIT G**

## **ENVIRONMENTAL AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn on oath, deposes(s) and say(s) to the best of his knowledge and belief:

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:

**Lot 23, Block 46, Washington Park Fourth Addition Plat Book 22, Page 44, of the  
Public Records of Broward County, Florida. (Folio Number: 4942 3201 2310)**

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 and belief, 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 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:

Hans P. Volkmeier

Seller Print/Type Name

Seller Signature

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STATE OF              )

)

COUNTY OF            )

The foregoing instrument was sworn and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Hans P. Volkmeier, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires: