

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, PURSUANT TO SECTION 125.045, FLORIDA STATUTES,
3 APPROVING THE CONVEYANCE OF COUNTY-OWNED LAND TO FRANCES M.
4 MERRICKS, FOR DESIGN, CONSTRUCTION, AND MAINTENANCE OF A MIXED-USE
5 DEVELOPMENT FOR ECONOMIC DEVELOPMENT; AUTHORIZING THE MAYOR TO
6 EXECUTE THE PURCHASE AND SALE AGREEMENT (“PSA”); AUTHORIZING THE
7 COUNTY ADMINISTRATOR TO TAKE ALL BUDGETARY AND ADMINISTRATIVE
8 ACTIONS TO IMPLEMENT THE PSA; AND PROVIDING FOR SEVERABILITY AND AN
9 EFFECTIVE DATE.

10
11 WHEREAS, Broward County is the owner of real property located at the corner of
12 N.W. 27th Avenue and N.W. 4th Street in the Broward County Municipal Services District
13 (“BMSD”), identified as Folio Numbers 5042-05-13-0200 and 5042-05-13-0210
14 (“County’s Property”);

15 WHEREAS, Frances M. Merricks (“Merricks”) is the owner of real property
16 adjacent to the County’s Property, identified as Folio Numbers 5042-05-13-0180 and
17 5042-05-13-0201, and seeks to purchase the County’s Property to develop and construct
18 a mixed-use development on the combined parcels;

19 WHEREAS, the County’s Property was acquired in 2015 and remains vacant;

20 WHEREAS, conveying the County’s Property for use as a mixed-use development
21 consisting of no fewer than thirty-nine (39) residential units, including at least sixteen (16)

22 multifamily affordable rental units, and 5,000-7,000 square feet of commercial/retail space
23 (“Stated Purpose”) will benefit County residents, especially in the BMSD, by creating
24 opportunities for economic development and employment;

25 WHEREAS, Section 125.045(1), Florida Statutes, empowers counties to attract
26 and retain business enterprise management and other activities conducive to economic
27 promotion, in order to provide a stronger, more balanced, and stable economy in the
28 state; to enhance and preserve purchasing power and employment opportunities for the
29 residents of this state; and to improve the welfare and competitive position of the state;

30 WHEREAS, the Board of County Commissioners (“Board”) may expend funds to
31 attract and retain business enterprises and use public funds toward the achievement of
32 economic development goals that constitute a public purpose;

33 WHEREAS, it constitutes a public purpose to expend public funds for economic
34 development activities, including conveying real property to attract new businesses to the
35 community; and

36 WHEREAS, the Board wishes to convey the County’s Property to Merricks for the
37 Stated Purpose, NOW, THEREFORE,

38 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
39 BROWARD COUNTY, FLORIDA:

40 Section 1. The recitals set forth in the preamble to this Resolution are true,
41 accurate, and incorporated herein as though set forth in full hereunder.

42 Section 2. The Board hereby finds that the Stated Purpose promotes economic
43 development.

44 Section 3. Pursuant to Section 125.045(1), Florida Statutes, the Board
45 approves the PSA, attached hereto as Attachment A, and authorizes the conveyance of
46 the County's Property in accordance with the terms of the PSA.

47 Section 4. The Director of the Housing and Urban Planning Division is
48 authorized to execute and process normal and customary title and closing documents as
49 necessary to implement the PSA.

50 Section 5. The County Administrator is authorized to take all necessary
51 administrative and budgetary actions to implement the PSA and Declaration of Restrictive
52 Covenants attached as Exhibit D to the PSA.

53 Section 6. Severability.

54 If any portion of this Resolution is determined by any court to be invalid, the invalid
55 portion will be stricken, and such striking will not affect the validity of the remainder of this
56 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
57 legally applied to any individual, group, entity, property, or circumstance, such
58 determination will not affect the applicability of this Resolution to any other individual,
59 group, entity, property, or circumstance.

Attachment A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida (“County” or “Seller”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Frances M. Merricks, a single woman (“Purchaser”), whose address is 721 NW 35th Terrace, Lauderhill, Florida 33311, 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 that parcel of land legally described in Exhibit A (the “Property”).

B. Purchaser is the owner of that parcel of land legally described in Exhibit B (“Adjacent Parcel,” and together with the Property, the “Development Parcel”), which is adjacent to the Property.

C. Purchaser seeks, pursuant to Section 125.045, Florida Statutes, to purchase the Property for the purpose of developing and constructing a mixed-use development on the Development Parcel along 27th Avenue in the Broward County Municipal Services District.

D. Because of the economic development that is anticipated to result from the development of Development Parcel, Seller has agreed to sell the Property to Purchaser pursuant to Section 125.045, Florida Statutes, on the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. **Purchase and Sale of Property.** Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, the following property (collectively, the “Property”): All of the Seller’s rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement.

2. **Purchase Price.** Purchaser agrees to pay a purchase price for the Property in the amount of \$10.00 (the “Purchase Price”), which shall be paid to Seller on the Closing Date (hereinafter defined).

3. **Closing.**

3.1 **Time and Place.** The closing of the transaction contemplated in this Agreement (the "Closing") shall occur on or before forty-five (45) days after the Effective Date, unless extended pursuant to the terms of this Agreement (the "Closing Date"). The Broward County Administrator ("County Administrator"), or such other person designated by the County Administrator in writing, is authorized to act on the Seller's behalf to extend the Closing Date. The Closing shall be held at 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place as designated by the County's Housing and Urban Planning Division.

3.2 **Closing Expenses.** At or before the Closing:

- a. The Purchaser shall pay (i) all the documentary tax and surtax stamps due on the deed(s) of conveyance; (ii) the cost of recording the conveyance documents from the Seller; and (iii) all other costs associated with the Closing, including, without limitation, any cost of broker's commission, title searches, title commitments, title policies, surveys, investigations, tests, and closing costs of the title company handling the Closing.
- b. The payment of documentary tax and surtax stamps and all costs relating to the recording of conveyance documents, any corrective instruments, and purchase money mortgages shall be made via cashier's check or United States Postal Service money order.
- c. The Seller shall not be responsible for any costs associated with the Closing, except as provided in Section 3.2(d).
- d. Each Party shall bear the fees for its own attorneys and consultants in connection with the Closing.

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

- a. A Quitclaim Deed conveying the Property, in the form attached to this Agreement as Exhibit C ("Quitclaim Deed");
- b. Appropriate evidence of the Seller's existence and authority to sell and convey the Property;
- c. Possession of the Property to the Purchaser; and

- d. Keys to all locks located on the Property, to the extent in the Seller's possession or control.

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

- a. The Purchase Price, as described in Section 2, by bank wire transfer of immediately available funds to the Seller's account or cashier's check, at Seller's option;
- b. Appropriate evidence of the Purchaser's existence and authority to purchase the Property (if the Purchaser is an entity); and
- c. The Declaration of Restrictive Covenants in substantially the form attached hereto as Exhibit D ("DRC"). Any modifications to the final form of the DRC must be approved in writing by the Parties. The Contract Administrator, as defined below, is authorized to approve the final DRC on behalf of the Seller, subject to review and approval for legal sufficiency by the Office of the County Attorney. Seller shall simultaneously record the Quitclaim Deed and signed DRC in successive order immediately following Closing.

3.5 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, the Seller and the Purchaser shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing.

3.6 Warranty. The Purchaser's acceptance of the Quitclaim Deed at the Closing shall discharge all of the Seller's obligations under this Agreement. There is no representation, warranty, or agreement (express or implied) of the Seller that shall survive the Closing, except for those that expressly survive the termination of this Agreement.

3.7 Prorations and Adjustments.

- a. Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between the Seller and the Purchaser as of 12:01 A.M. (Eastern Time) on the Closing Date:
 - 1. 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; and
 - 2. 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 balance of said accounts and of all deposits made with respect to any such utilities or services, and the Purchaser shall place its own deposits with the utility or service providers.

- b. For the purpose 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.
 - c. 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.
4. **Survey.** The Purchaser may order a survey of the Property, at its sole cost and expense.

5. **Title Evidence.**

5.1 The Purchaser may, at its sole cost and expense, obtain a title examination of the Property and/or purchase title insurance from any title company in the amount of the Purchase Price. Notwithstanding the preceding provision, the Seller shall not be obligated to (i) provide the Purchaser with any evidence of title for the Property; (ii) cure or remove any title matters or exceptions to title relating to the Property; and (iii) execute or deliver any vendor's affidavit or owner's title affidavit.

5.2 At the Closing, the Seller shall convey to the Purchaser title to the Property, subject to (i) any mortgages, deeds of trust, tax liens, judgments, mechanics' liens, or other monetary encumbrances against the Property; (ii) all easements, covenants, restrictions, declarations, or agreements of record; (iii) all zoning rules, regulations, ordinances, or other prohibitions imposed by any governmental authority with jurisdiction over the Property; (iv) real estate taxes for this current year and all subsequent years; and (v) any other matters that would be disclosed upon a visual inspection of the Property ("Acceptable Title"). The Purchaser shall not have the right to terminate this Agreement if the Seller is able to provide the Acceptable Title at the Closing.

6. **Acceptance of Federal, State, and Municipal Department Violations and Orders.** The Purchaser accepts the Property subject to all notes or notices of violations, known or unknown, of federal, state, and/or municipal law or ordinances, orders, or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings,

fire, and health and labor conditions affecting the Property. This provision shall survive the Closing.

7. **Personal Property.** The Purchaser accepts any and all personal property, located at the Property, in its “as-is” condition, without representation as to quantity, quality, or any other matter.

8. **Inspections and Investigations.**

8.1 For a period of ten (10) business days after the Effective Date (“Due Diligence Period”), the 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 the Seller with written notice at least twenty-four (24) hours before entering the Property. The Purchaser and its Consultants shall not perform any invasive testing on the Property without obtaining the Seller’s prior written consent, which consent will be given in the Seller’s sole discretion. Notwithstanding the preceding provisions, this Agreement is not contingent on the Inspections, and the Purchaser shall not have the right to terminate this Agreement as a result of the Inspections.

8.2 Prior to any Inspections, the Purchaser shall deliver a certificate of insurance to the Seller evidencing that the Purchaser and its Consultants maintain, throughout the pendency of this Agreement, liability insurance naming the Seller as an additional insured and in the form, substance, and amount(s) that are acceptable to the Broward County Risk Management Division.

8.3 In conducting the Inspections, the Purchaser and its Consultants shall conduct all operations on the Property in a reasonable manner, and shall not unreasonably interfere with the Seller’s operation of the Property. The Purchaser shall not engage in any activity resulting in a mechanic’s lien against the Property. The Purchaser shall indemnify, defend, and hold the Seller harmless against (i) any liens from a provider of work, labor, material, or services claiming by, through, or under the Purchaser as a result of the Inspections; and (ii) any property damage, bodily injury, or death resulting from the Purchaser’s exercise of its rights under this Agreement, including, without limitation, the performance of the Inspections. This obligation of the Purchaser shall survive the Closing or sooner termination of this Agreement.

9. **Condemnation.**

9.1 If, prior to the Closing, any portion of the Property is subject to a bona fide threat of condemnation by a governmental authority or entity having the power of eminent domain, or is taken by eminent domain or condemnation, or sale in lieu thereof (“Condemnation”), then the Seller shall promptly provide the Purchaser with written notice (“Condemnation Notice”) describing such Condemnation and, if available,

identifying the proceeds awarded, or to be awarded, as a result of the Condemnation (“Condemnation Award”). In the event the Purchaser receives a Condemnation Notice, all the deadlines and time periods specified in this Agreement, including the Closing Date, shall automatically be extended for an additional thirty (30) days.

9.2 No later than ten (10) days after receiving a Condemnation Notice, the Purchaser shall give the Seller written notice electing one of the following options:

- a. Termination of 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; or
- b. Proceed with the Closing on the extended Closing Date, as described in Section 9.1. In such an event, the Seller shall (i) reduce the Purchase Price by the amount of the Condemnation Award that the Seller received before the Closing Date, and (ii) assign to the Purchaser the Seller’s rights, title, and interest in and to any Condemnation Award that the Seller has not received before the Closing Date.

10. **Casualty.**

10.1 If, before the Closing, the Property is damaged by fire, storm, accident, or any other casualty or cause beyond the reasonable control of the Parties (“Casualty”), either Party may terminate this Agreement upon providing written notice to the other Party no later than ten (10) days after the Casualty.

10.2 In the event that this Agreement is terminated under Section 10.1, neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

10.3 If neither Party exercises its right to terminate the Agreement in accordance with Section 10.1, the Parties shall proceed to the Closing without any adjustment of the Purchase Price.

11. **Tropical Storm or Hurricane Watch/Warning.** If the County is under a tropical storm or hurricane watch or warning at any time within five (5) days before the Closing Date, the Seller shall be entitled to delay the Closing for up to five (5) business days after the County is no longer under a tropical storm or hurricane watch or warning. If the tropical storm or hurricane damages the Property during such time, the Parties shall proceed pursuant to Section 10 above.

12. **Events of Default.**

12.1 **Purchaser’s Default.** A “Purchaser’s Default” shall mean that the Purchaser breached its representations, warranties, covenants, or agreements under this

Agreement, or failed or is unable or unwilling to consummate the purchase of the Property by the Closing Date. The Seller may, no later than ten (10) days after receiving actual knowledge of the Purchaser's Default, give the Purchaser written notice electing one of the following options:

- a. Waive the Purchaser's Default and proceed to the Closing without any adjustment of the Purchase Price;
- b. Institute a judicial action to enforce the Seller's rights or obtain remedies under this Agreement. In such event, the Purchaser shall pay the Seller for the reasonable attorneys' fees, court costs, and expenses incurred by the Seller; or
- c. 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.

12.2 Seller's Default. A "Seller's Default" shall mean that the Seller breached its representations, warranties, covenants, or agreements under this Agreement, or failed or is unable to consummate the sale of the Property by the Closing Date. The Purchaser may, no later than ten (10) days after receiving actual knowledge of the Seller's Default, give the Seller written notice electing one of the following options:

- a. Waive the Seller's Default and proceed to the Closing without any adjustment to the Purchase Price; or
- 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.

13. Disclaimers. IT IS UNDERSTOOD AND AGREED THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS (INCLUDING, WITHOUT LIMITATION, ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER TO THE PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE SELLER SHALL SELL AND TRANSFER TO THE PURCHASER, AND THE PURCHASER SHALL ACCEPT, THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS" AT THE CLOSING, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. THE PURCHASER HAS NOT

RELIED AND WILL NOT RELY ON, AND THE SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY THE SELLER OR ANY REAL ESTATE BROKER, EMPLOYEE, OR AGENT REPRESENTING OR PURPORTING TO REPRESENT THE SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE PURCHASER REPRESENTS TO THE SELLER THAT THE PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER OR THE SELLER'S AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE THE CLOSING.

14. **Broker's Commission.**

14.1 The Seller represents and warrants to the Purchaser that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. The Seller shall have no obligation to fund or cause the funding of any commission or fee due to any broker acting on behalf of the Purchaser.

14.2 The Purchaser represents and warrants to the Seller that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. In addition, the Purchaser shall indemnify, defend, and hold the Seller harmless from any claim or demand for commissions made by or on behalf of any broker or agent of the Purchaser in connection with the sale and purchase of the Property.

14.3 The provisions of this Section 14 shall survive the Closing and the delivery of the Quitclaim Deed.

15. **Miscellaneous.**

15.1 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this Section 15.1.

Notice to Seller:

Broward County Administrator
Government Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: mcepero@broward.org

With a copy to:

Executive Director of the Housing Finance Authority of Broward County
110 NE 3rd Street #300
Fort Lauderdale, Florida 33301
E-mail: rstone@broward.org

Director of Housing and Urban Planning Division
Governmental Center, Suite 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: ddelsalle@broward.org

Notice to Purchaser:

Perry Thurston
6041 SW 13th Street
Plantation Florida 33317
thurstonpa@bellsouth.net

Frances Merricks
721 NW 35th Terrace
Lauderhill Florida 33311
dawnthurston@yahoo.com

Floyd Thurston
5700 SW 8th Street
Plantation Florida 33317
thurstonfe@gmail.com

15.2 Amendments. No modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Seller and the Purchaser.

15.3 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by the Purchaser without the prior written consent of the Seller. Any assignment, transfer, or encumbrance in violation of this Section 15.3 shall be void and ineffective, constitute a breach of this Agreement, and permit the Seller

to immediately terminate this Agreement, in addition to any other remedies available to the Seller at law or in equity. The Seller reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the Seller to reasonably compensate it for the performance of any such due diligence.

15.4 Materiality and Waiver of Breach. 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 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

15.5 Third Party Beneficiaries. Neither the Seller nor the Purchaser intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

15.6 Time of the Essence. Time is of the essence for the Seller's and Purchaser's performance of the duties, obligations, and responsibilities required by 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 period in this Agreement, which ends on a Saturday, Sunday, or a legal holiday, shall extend to 5:00 P.M. (Eastern Standard Time) of the next business day.

15.7 Compliance with Laws. The Purchaser must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing its duties, responsibilities, and obligations under this Agreement.

15.8 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

15.9 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, 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. Any reference to approval by the Seller shall require approval in writing, unless otherwise expressly stated.

15.10 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 this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

15.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15.12 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.

15.13 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.14 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 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. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.15 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.

15.16 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.

15.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

15.18 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

15.19 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

15.20 Contract Administration. The Seller has delegated authority to the County Administrator, or his or her designee as designated in writing, to take any action necessary to implement and administer this Agreement ("Contract Administrator"). The Contract Administrator is authorized to exercise the Seller's rights and obligations under this Agreement including, but not limited to, giving consent or providing notice to the Purchaser when necessary, terminating this Agreement, or executing an amendment (as described in Section 15.2) on behalf of the Seller in order to extend any deadlines of the Agreement. In the event that the Parties mutually agree to modify, amend, or alter the Agreement in order to extend the Closing Date, the Seller may execute the written document for such extension by acting through its Housing and Urban Planning Division .

[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__; and Purchaser, signing by and through its duly authorized representative.

SELLER:

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 _____, 20__

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

By: **Annika E. Ashton**

Annika E. Ashton (Date)
Deputy County Attorney

AEA/DAJ/cv
03/26/2026
Purchase and Sale Agreement - Thurston
iManage# 1194005v7

PURCHASE AND SALE AGREEMENT BETWEEN BROWARD COUNTY AND FRANCES M. MERRICKS

PURCHASER:

FRANCES M. MERRICKS, a single woman

WITNESSES:

By: Frances M. Merricks
Frances M. Merricks

1st day of April, 2026

Richard A. Kurtz
Witness 1 Signature

Richard A. Kurtz
Witness 1 Print Name

James Gellinger
Witness 2 Signature

Vincent Gillings Jr
Witness 2 Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was acknowledged before me, by means of (check one) physical presence or online notarization, this 1st day of April, 2026 by Frances M. Merricks, a single woman, who is (check one): personally known to me OR produced the following identification: M67D-753-41-901-0 Fla. Driver License



[Signature]
Signature: Notary Public, State of Florida

Mack Mc Cray
Name of Notary Typed, Printed, or Stamped

Commission Number: _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 22, 23 AND 24, BLOCK 1, LESS THAT PORTION OF SAID LOT 22 CONVEYED BY INSTRUMENT # 117005914 of BROWARD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PARCEL

LOTS 19, 20, 21, AND THAT PORTION OF LOT 22 CONVEYED BY INSTRUMENT # 117005914, OF BLOCK 1 of BROWARD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT C
QUITCLAIM DEED

Return recorded copy to:
Broward County
Housing and Urban Planning Division
115 South Andrews Avenue, Suite 501
Fort Lauderdale, Florida 33301

Prepared by and approved as to form by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Folio:

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED, made this ___ day of _____, 202__, by BROWARD COUNTY, a political subdivision of the State of Florida (“Grantor”), whose address is Governmental Center, Suite 501, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and FRANCES M. MERRICKS, a single woman (“Grantee”), whose address is 721 NW 35th Terrace, Lauderhill, Florida 33311.

(The terms “Grantor” and “Grantee” as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor’s rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the “Property”).

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien,

equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

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 other matters of record; that certain Declaration of Restrictive Covenants recorded of even date herewith; and real estate taxes for the year 202__ and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR:

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

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

By: _____
Mayor
____ day of _____, 20____

(Official Seal)

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

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

REF: Approved BCC _____ Item No: _____
Return to BC Housing and Urban Planning Division

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION

LOTS 22, 23 AND 24, BLOCK 1, LESS THAT PORTION OF SAID LOT 22 CONVEYED BY INSTRUMENT # 117005914 of BROWARD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Exhibit D
DECLARATION OF RESTRICTIVE COVENANTS

Record and return to:
Housing and Urban Planning Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
De'Anne A. Jackson, Esq.
Senior Assistant County Attorney
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Folio Nos.: 5042-05-13-0180
 5042-05-13-0201
 5042-05-13-0200
 5042-05-13-0210

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Declaration") is made this ___ day of _____, 20___ by **Frances M. Merricks**, her successors, heirs, and assigns ("Grantor").

Recitals

- A. Grantor is the fee title owner of the parcel of real property located in Broward County, Florida, as more particularly described in Exhibit A, attached hereto and made a part hereof ("Property").
- B. A portion of the Property, as more particularly described in Exhibit B, attached hereto and made a part hereof ("Former County Parcels"), was conveyed to Grantor by Broward County, a political subdivision of the State of Florida ("County"), for nominal consideration subject to the covenants, restrictions, and other requirements as set forth in this Declaration.
- C. Grantor and County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, in order to assure County that the representations and promises made by Grantor are to be fulfilled, Grantor, for sufficient consideration, does covenant and agree that Grantor and her successors, assigns, and heirs, will comply with, and the Property shall be subject to, the following terms, conditions, obligations, restrictions, and covenants:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Declaration.

2. **Use of the Property.**
 - (a) The Property is restricted to use for the design and construction of no fewer than thirty-nine (39) residential units and between five thousand (5,000) and seven thousand (7,000) square feet of ground-floor commercial/retail space fronting the west block face on N.W. 27th Avenue (the "Mixed-Use Development"). This restriction shall remain in effect until completion of the residential units and the base building/shell of the commercial/retail space, and issuance of a final Certificate of Occupancy ("CO") from the applicable government agency. Thereafter, for a period of thirty (30) years, the permitted use of the Property shall be as a Mixed-Use Development meeting the following criteria (collectively the "Use Restriction"):
 - i. At least sixteen (16) residential units shall be designated as multi-family affordable rental units ("Affordable Units"). At least eight (8) of the Affordable Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed eighty percent (80%) of the Broward County area median income set by the United States Department of Housing and Urban Development ("AMI"). The remaining Affordable Units shall be rented to one or more natural persons or a family whose total annual adjusted gross household income does not exceed one hundred and twenty percent (120%) of the AMI.
 - ii. For the purposes of paragraph (i) of this Section 2, an Affordable Unit occupied by an individual or family whose income is equal to or less than the applicable income limitation for such Affordable Unit under this Section 2 (an "Eligible Person") at the commencement of the occupancy of such Affordable Unit, shall be counted as an Eligible Person during such individual's or family's tenancy in such Affordable Unit, even though such individual or family ceases to be an Eligible Person. Notwithstanding the foregoing, an individual or family whose income, as of the most recent income certification report provided to any federal, state, or local authority, exceeds one hundred forty percent (140%) of the applicable income limitation for the Affordable Unit they are occupying shall not continue to be counted as an Eligible Person.
 - iii. Rent payments for each Affordable Unit must not exceed thirty percent (30%) of the applicable gross income limitation for such unit.
 - (b) The Property shall not be used in a manner that is inconsistent with the Use Restriction without the prior written approval of County. Any such request must be submitted in writing to County in accordance with Section 13, Notices, and include a description of the proposed use that demonstrates consistency with this Declaration. County's decision is final and binding on Grantor and County.

3. **Development Obligations.**

- (a) Grantor shall, at its sole cost and expense, complete the design and construction of the Property and obtain a CO for the Mixed-Use Development no later than two (2) years after closing on construction financing. Within three (3) business days after obtaining the CO, Grantor shall provide County with a copy of the CO in accordance with the Notice section of this Declaration.
- (b) Grantor shall be solely responsible for obtaining and paying all costs associated with the federal, state, and local permits and approvals required for the design and construction of the Mixed-Use Development.
- (c) Grantor shall comply with the following timelines:
 - i. *Rezoning application and approval.* File a rezoning application with Broward County Housing and Urban Planning Division (“UPD”) no later than one hundred and twenty (120) days after the Effective Date (as defined in Section 20 below) and obtain rezoning approval from the Board of County Commissioners no later than one hundred and eighty (180) days after filing the rezoning application.
 - ii. *Credit underwriting analysis.* Initiate and undergo a credit underwriting analysis performed by a credit underwriter approved by County, no later than ninety (90) days after the Effective Date. The credit underwriting process must be based on current industry standards and practices. Grantor is responsible for the cost of the credit underwriting analysis and must timely submit the applicable fee to the credit underwriter pursuant to the terms established by the credit underwriter.
 - iii. *Site plan application and approval.* File a site plan application with UPD no later than one-hundred and sixty (160) days after the Effective Date and obtain site plan approval no later one (1) year after the date the site plan application was filed .
 - iv. *Building permit application and approval.* Apply for building permits through the Broward County Building Code Division no later than one hundred and fifty (150) days after the site plan approval date and obtain approvals no later than two hundred and ten (210) days after the building permit application date (for reference, approximately seven (7) months).
 - v. *Construction Financing.* Complete the closing on construction financing no later than two (2) years after the Effective Date (“Construction Financing Deadline”).
 - vi. *Project completion.* Complete the construction of the Mixed-Use Development no later than two (2) years after closing on construction financing.

4. **County Business Enterprise.**

Although no County Business Enterprise (“CBE”), meaning an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code of Ordinances (“Code”), goal has been set for this Declaration, Grantor commits to coordinate with the Director of the Office of Economic and Small Business Development (“OESBD”), its successor department or agency, or such other person authorized in writing by the Board, the County Administrator, or the OESBD Director to act on behalf of the OESBD Director with respect to CBE matters pertaining to this Declaration. Such coordination shall include informing Broward County’s CBE firms of all opportunities for bid or submission, either from Grantor, the general contractor, or subcontractors, to perform services for the design and construction of the Mixed-Use Development, and to allow any CBE firm to make such bid or submission, which shall be evaluated in good faith.

Grantor shall submit Quarterly Progress Reports (“QPR”), using County’s then-current form, detailing the CBE firms utilized during each quarter. The QPR must be submitted to the OESBD Director no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the QPR may be submitted on the business day immediately following such Saturday, Sunday, or holiday. A copy of such QPR shall also be sent to the County Administrator or written designee.

For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

5. **Excusable Delay and Force Majeure.**

(a) Grantor may request an extension of any deadline set forth in this Declaration due to an Excusable Delay or Force Majeure event. “Excusable Delay” means a delay caused by circumstances beyond the control of Grantor, contractors, suppliers, and vendors, but excluding any Force Majeure event. “Force Majeure” means Grantor is prevented from performing an obligation required under this Declaration by reason of a hurricane, earthquake, pandemic, or other casualty caused by nature, or by labor strikes, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency. The request for the extension must be made in writing, contain a detailed description indicating the reason(s) why Grantor is requesting the extension, and must be delivered to County in accordance with the notice requirements in Section 13 no later than fourteen (14) days after Grantor becomes aware, or should have become aware, of the event or circumstances resulting in Excusable Delay or Force Majeure; provided, however, the request for the extension must be delivered prior to any deadline that Grantor seeks to have extended. Grantor will not be granted any extension due to Excusable Delay or Force Majeure unless County, acting by and through the County Administrator or written designee, approves the extension in writing. Grantor shall provide County with any documentation requested by County

for the purpose of verifying the existence or continuation of the event(s) or circumstances resulting in Excusable Delay or Force Majeure. If Grantor fails for any reason to submit a timely request for an extension in accordance with this section, Grantor waives its right to request an extension for Excusable Delay or Force Majeure.

- (b) Grantor must take reasonable steps to avoid and timely remove any cause resulting in any delay or non-performance of Grantor's obligations and responsibilities under this Declaration. Within twenty-four (24) hours after the cessation of the event(s) or circumstances that resulted in Excusable Delay or Force Majeure, Grantor shall provide County with written notice of such cessation.
 - (c) If County, acting by and through the County Administrator, or written designee, grants an extension due to Excusable Delay or Force Majeure, County shall provide Grantor with written notice of the extension and any reasonable terms and conditions governing the extension and the time frames in this Declaration shall be extended by the length of each granted extension. Grantor shall comply with the terms and conditions of the extension.
6. **Audit Rights and Retention of Records.** County shall have the right to audit Grantor's books, records, and accounts that are related to this Declaration. Grantor shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Declaration and performance under this Declaration. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Grantor shall make same available to County in written form at no cost and allow County to make copies. Grantor shall provide County with reasonable access to Grantor's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Declaration.

Grantor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Declaration for at least three (3) years after expiration or termination of this Declaration or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between Grantor and County, and Grantor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantor hereby grants County the right to conduct such audit or review at Grantor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

7. **Other Remedies.** For any noncompliance, violation, breach, or default under this Declaration for which Enforcement Costs (as defined in Section 8 below) have not been established as the sole remedy, County may pursue any and all remedies available to it at law or in equity for the purpose of enforcing this Declaration, including, without limitation, a decree of

specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration.

8. **Enforcement Costs.** If Grantor fails to abide by this Declaration, Grantor shall be liable for payment to County of the reasonable costs and expenses, including, but not limited to, attorneys' fees and costs incurred by County in enforcing this Declaration ("Enforcement Costs"), and Grantor shall reimburse County for all such Enforcement Costs within thirty (30) days after the date of County's written demand for payment. For each thirty (30) day period for which reimbursement to County remains unpaid by Grantor, interest at the highest rate permitted by law shall apply to the unpaid amount.
9. **Covenants Running with the Land.** This Declaration shall run with the land to the fullest extent permitted by law and equity unless expressly stated otherwise. This Declaration shall inure to the benefit of County and its successors, assigns, transferees, and grantees, and shall bind and be enforceable against Grantor and her successors, assigns, transferees, grantees, and any future owners of the Property. Wherever in this Declaration the term Grantor is used, it shall be deemed to apply, and be construed as applying, with the same strength, force, and effect, to subsequent owners in title to the Property as if such party(ies) had been specifically named herein. County agrees to cooperate with commercially reasonable requirements of Grantor's institutional construction lender and its title insurer to execute such reasonable documents (to the extent such documents do not impact or affect County's rights or Grantor's obligations under this Declaration or the PSA) as may be necessary to facilitate the closing and funding of financing for the Mixed-Use Development.
10. **Time of the Essence.** Time is of the essence with respect to all specified time deadlines contained in this Declaration. Any reference to "days" means calendar days, unless otherwise expressly stated.
11. **Waiver.** County's failure to enforce any of the covenants, restrictions, obligations, and easements set forth in this Declaration shall not be deemed a waiver of the right to do so thereafter. Unless provided otherwise in this Declaration, no waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed by Grantor and County. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, easement, condition, or provision in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, easement, condition, or provision in this Declaration, all of which shall remain in full force and effect.
12. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Declaration shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Declaration shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Declaration must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY**

HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS DECLARATION.

13. **Notices.** Unless otherwise stated herein, for notice to a Party to be effective under this Declaration, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

Notice to County:

County Administrator
Government Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With copies to:

Housing Finance Authority Executive Director
110 NE 3rd Street # 300
Fort Lauderdale, FL 33301
Email: rstone@broward.org

Director of Housing and Urban Planning Division
Governmental Center, Suite 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: ddelsalle@broward.org

Notice to Grantor:

Perry Thurston
6041 SW 13th Street
Plantation Florida 33317
Thurstonpa@bellsouth.net

Frances Merricks
721 NW 35th Terrace
Lauderhill Florida 33311
dawnthurston@yahoo.com

Floyd Thurston
5700 SW 8th Street
Plantation Florida 33317
thurstonfe@gmail.com

14. **Sovereign Rights.** If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Declaration.
15. **Public Records.** This Declaration and records relating to services performed pursuant to this Declaration may be subject to disclosure in response to a public records request in accordance with Chapter 119, Florida Statutes, unless there is an applicable exemption. If Grantor receives a request for public records related to this Declaration, or related services, Grantor must immediately notify County in writing and promptly provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Grantor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Grantor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Grantor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Grantor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Grantor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantor, or the claimed exemption is waived. Any failure by Grantor to strictly comply with the requirements of this section shall constitute Grantor's waiver of County's obligation to treat the records as Restricted Material. Grantor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

16. **Amendment.** Unless provided otherwise in this Declaration, no modification, amendment, or alteration of any of the terms, conditions, obligations, restrictions, and covenants contained in this Declaration shall be effective unless contained in a written document prepared with the same or similar formality as this Declaration and executed by duly authorized representatives of Grantor and County.
17. **Headings.** The headings contained in this Declaration are for reference purposes only and shall not affect in any way the meaning or interpretation of this Declaration.
18. **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 Declaration and any provision of this Declaration, the provisions of this Declaration shall control and prevail.

19. **Reverter.** THIS DECLARATION IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

- (a) If Grantor fails to close on construction financing on or before the Construction Financing Deadline, County, through its County Administrator or written designee, may prepare and record an affidavit stating that County has exercised due diligence to determine whether Grantor obtained construction financing for the Property and that Grantor has not done so. Upon recording of said affidavit in the public records of Broward County title for the Former County Parcels, as more particularly described in Exhibit B, shall automatically revert to County as a matter of law and pursuant to this reverter clause.
- (b) County and Grantor acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to County.
- (c) County and Grantor acknowledge that County's failure to exercise its rights pursuant to this reverter clause does not constitute a waiver of County's rights set forth in this Declaration.
- (d) County may, in its sole discretion, waive any or all of the reverter conditions contained in the above-mentioned reverter clause for an additional specified period of time to be determined by County if County finds it necessary to extend the time frame in which Grantor must close on construction financing. Such waiver by County, to be effective, must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or written designee, granting such waiver and specifying the new time frame in which Grantor must meet the Construction Financing Deadline. The recordation of the Waiver Affidavit by County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in the waiver.

20. **Effective Date.** This Declaration shall be recorded by Grantor in the official records of Broward County, Florida, and shall become effective upon recordation ("Effective Date").

DECLARATION OF RESTRICTIVE COVENANTS

IN WITNESS WHEREOF, this DECLARATION OF RESTRICTIVE COVENANTS is executed by Frances M. Merricks.

WITNESSES:

GRANTOR

FRANCES M. MERRICKS

Signature of Witness 1

By: _____
Signature

Print Name of Witness 1

____ day of _____, 20__

Address of Witness 1

Signature of Witness 2

Print Name of Witness 2

Address of Witness 2

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of (check one) physical presence or online notarization, this _____ day of, 20____, by Frances M. Merricks, a single woman, who is (check one): personally known to me OR produced the following identification: _____

(NOTARY SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed, or Stamped

Commission Number: _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 1 of BROWARD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT B

LEGAL DESCRIPTION OF FORMER COUNTY PARCELS

LOTS 22, 23 AND 24, BLOCK 1, LESS THAT PORTION OF SAID LOT 22 CONVEYED BY INSTRUMENT # 117005914 of BROWARD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.