

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 JOHNS FAMILY PARTNERS, LLLP, a Florida limited liability limited partnership ("Purchaser"), whose address is 2609 N.E. 27th Avenue, Fort Lauderdale, Florida 33306, 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. The Seller is the owner of the Property, as defined in Section 1, and located at Lyons Road, in the City of Coconut Creek, Florida.

B. The Seller desires to sell, and the Purchaser desires to purchase, the Property in accordance with the terms and conditions of 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, which consists of approximately 7,638 gross square feet of land, with a zoning description of "Road". As a condition to the execution of this Agreement and sale of the Property, Purchaser agrees to grant Seller unrestricted easements for drainage, sidewalk and access and/or other appropriate purposes incidental thereto, on, over, under, upon, across, and through the Property (collectively, the "Easement"). The Easement shall be in the form attached to this Agreement as **Exhibit B** and shall be executed and delivered to Seller at the time of Closing (as defined in Section 3.1 below).

2. **Purchase Price; Deposit.**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Purchase Price").

2.2 Deposit.

- a. As a condition to the execution of this Agreement, Purchaser shall pay a deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("Deposit"), which shall be delivered to the Seller within three (3) days after the Effective Date.
- b. The Deposit shall be paid via certified cashier's check, money order, or bank draft and made payable to Broward County Board of County Commissioners.

2.3 The Purchase Price for the Property (exclusive of closing adjustments, Deposit, costs, and expenses as provided by this Agreement) shall be payable in immediately available funds and shall be delivered to the Seller at the Closing.

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 Real Property and Real Estate Development 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; (iii) the cost of recording any corrective instruments that may be necessary to assure good and marketable title; (iv) the cost of recording the purchase money mortgage, if applicable; and (v) 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 2.1, by bank wire transfer of immediately available funds to the Seller's account;
- b. Appropriate evidence of the Purchaser's existence and authority to purchase the Property (if the Purchaser is an entity); and
- c. Unrestricted easements for drainage, sidewalk, access and/or other appropriate purposes incidental thereto, on, over, under, upon, across, and through the Property, in the form attached to this Agreement as **Exhibit B**.

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 fifteen (15) 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 and return of the Deposit, 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, upon which the Deposit shall be promptly returned to the Purchaser.

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, and retain the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of the Seller against the Purchaser by reason of such default, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement. The Parties acknowledge that the damages to the Seller resulting from the Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 12.1 represents the Parties' best efforts to approximate such potential damages.

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:

Director of Real Property and Real Estate Development Division
Governmental Center, Suite 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: lmahoney@broward.org

Notice to Purchaser:

Johns Family Partners, LLLP
2609 N.E. 27th Avenue
Fort Lauderdale, Florida 33306
E-mail: david.auld@foundrycommercial.com

With a copy to:

Stephen J. Grave de Peralta, Esq.
PG Law
5030 Champion Boulevard
Suite G11-281
Boca Raton, Florida 33496
sjg@pgfirm.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 Broward County Director of Real Property and Real Estate Development 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 _____, 2025; 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: _____
Stacey-Ann M. Rowe (Date)
Senior Assistant County Attorney

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

SMR
08/13/2025
Purchase and Sale Agreement - Lyons Road 4842-18-01-0212
iManage# 1176860

PURCHASE AND SALE AGREEMENT BETWEEN BROWARD COUNTY AND JOHNS FAMILY PARTNERS, LLLP

PURCHASER:

WITNESSES:

JOHNS FAMILY PARTNERS, LLLP, a
Florida limited liability limited partnership

By: Coconut Creek Ventures, LLC, a
Florida limited liability company,
its General Partner

By: 
David Auld, Manager

27th day of August, 2025.


Witness 1 Signature

VIKKI HO-SHING
Witness 1 Print Name

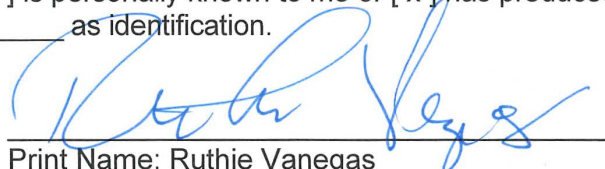

Witness 2 Signature

Lisa Aline Kochlany
Witness 2 Print Name

STATE OF FLORIDA)
 SS:
COUNTY OF PALM BEACH)

The foregoing was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 27th day of August, 2025, by David Auld, as Manager of Coconut Creek Ventures, LLC, a Florida limited liability company, the General Partner of JOHNS FAMILY PARTNERS, LLLP, a Florida limited liability limited partnership, on behalf of said entities, who (check one) ☐ is personally known to me or ☒ has produced a valid FL Drivers Lic. as identification.

[Notary Seal]


Print Name: Ruthie Vanegas
Notary Public, State of Florida
Commission Number: _____
Commission Expires: 6/13/27

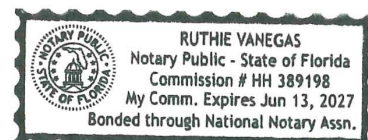


EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 33;

THENCE SOUTH 89°37'34" WEST, ALONG THE SOUTH LINE OF SAID TRACT 33, SAME BEING THE NORTH LINE OF TRACT 55 AS SHOWN ON SAID PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 59.93 FEET TO THE EXISTING WEST RIGHT OF WAY LINE FOR LYONS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 44°30'19" EAST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 06°16'44" EAST, A DISTANCE OF 100.00 FEET, THE PREVIOUS FOUR COURSES BEING COINCIDENT WITH THE SAID EXISTING WEST RIGHT OF WAY LINE;

THENCE SOUTH 00°36'48" EAST, A DISTANCE OF 439.58 FEET;

THENCE NORTH 45°29'42" WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 89°37'34" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

Folio Number: 4842-18-01-0212

EXHIBIT B

DRAINAGE, SIDEWALK AND ACCESS EASEMENT AGREEMENT

**This Instrument Prepared by
and after recording return to:**

Christina Bilenki, Esq.
Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

Parcel ID #: 4842-1801-0212

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DRAINAGE, SIDEWALK AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE. SIDEWALK AND ACCESS EASEMENT AGREEMENT (this “Easement Agreement”), is made on this ____ day of _____, 2025, by **JOHNS FAMILY PARTNERS LLLP**, a Florida limited liability limited partnership (“Grantor”), whose mailing address is 2609 N.E. 27th Avenue, Fort Lauderdale, Florida 33306, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida (“Grantee”), whose mailing address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

(Wherever used herein the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, successors, and assigns).

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple owner of certain real property located in Broward County, Florida, as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (“Property”).

WHEREAS, Grantee desires non-exclusive easements on, over, along, across, under, and through the Easement Area, as defined in Section 2, (i) to access, install, inspect, test, operate, maintain, repair, relocate, and replace drainage facilities servicing the Property and adjacent property, as Grantee may deem necessary from time to time, (ii) to access, construct, improve, inspect, repair, relocate, replace, maintain, and use for public sidewalk and other appropriate purposes incidental thereto, as Grantee may deem necessary from time to time, and (iii) for pedestrian and vehicular access, ingress and egress (collectively, the “Easements”).

WHEREAS, Grantor is willing to grant the Easements to Grantee subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, and fully incorporated by reference herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its licensees, agents, independent contractors, successors, and assigns, the Easements on, over, along, across, under, and through a portion of the Property, as more particularly described in **Exhibit “B”**, attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto (“Easement Area”).

3. **Grantor’s Use of the Property.** Grantor retains the right to engage in any activities on, over, across, under, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easements. Grantor agrees that no obstructions that would restrict Grantee’s use of the Easement Area, including without limitation, improvements, trees, landscaping or utilities, may be placed in the Easement Area by Grantor or any other easement holder without Grantee’s prior written consent.

4. **Prior Agreements.** This Easement Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Easement 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 Easement Agreement are contained herein.

5. **Amendments.** This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

6. **Jurisdiction, Venue.** This Easement 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 Easement Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

7. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which, taken together, shall constitute one and the same Easement Agreement.

8. **Waiver.** A waiver of any breach of a provision of this Easement Agreement by a Party shall not be deemed a waiver of any subsequent breach and shall not be

construed to be a modification of this Easement Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9. **Severability**. If any part of this Easement 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 Easement Agreement and the balance of this Easement Agreement shall remain in full force and effect.

10. **Binding Effect**. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, transferees, successors, and assigns.

11. **Recording**. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

(Signature and Acknowledgement on the following page)

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement as of the day and year first above written.

GRANTOR:

WITNESSES:

JOHNS FAMILY PARTNERS, LLLP a
Florida limited liability limited partnership

By: COCONUT CREEK VENTURES,
LLC, a Florida limited liability
company, its General Partner

Signature of Witness 1

By: _____
Name: _____
Title: _____

Print Name of Witness 1

Address: _____

Signature of Witness 2

Print Name of Witness 2

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of Coconut Creek Ventures, LLC, a Florida limited liability company, the General Partner of JOHNS FAMILY PARTNERS, LLLP, who is ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

Property
Legal Description

TRACTS 24, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 59, 60, AND 73, BLOCK 89, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 - 54, OF THE PUBLIC RECORDS OF PALM BEACH, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA; LESS AND EXCEPT THE NORTH 20 FEET OF TRACTS 33 AND 42 CONVEYED TO BROWARD COUNTY BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 14, PAGE 599 AND OFFICIAL RECORDS BOOK 24, PAGE 594; LESS THOSE PORTIONS OF TRACTS 33 AND 55 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480; LESS THAT PORTION OF TRACT 24 KNOWN AS PARCEL NO. 101 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 21899, PAGES 826 THROUGH 842, INCLUSIVE; AND LESS THAT PORTION OF TRACT 42 KNOWN AS PARCEL NO. 102 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 21899, PAGES 845 THROUGH 861, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 33;

THENCE SOUTH 89°37'34" WEST, ALONG THE SOUTH LINE OF SAID TRACT 33, SAME BEING THE NORTH LINE OF TRACT 55 AS SHOWN ON SAID PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 59.93 FEET TO THE EXISTING WEST RIGHT OF WAY LINE FOR LYONS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 44°30'19" EAST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 06°16'44" EAST, A DISTANCE OF 100.00 FEET, THE PREVIOUS FOUR COURSES BEING COINCIDENT WITH THE SAID EXISTING WEST RIGHT OF WAY LINE;

THENCE SOUTH 00°36'48" EAST, A DISTANCE OF 439.58 FEET;

THENCE NORTH 45°29'42" WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 89°37'34" WEST, A DISTANCE of 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Easement Area
Legal Description

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 89°37'34" WEST, A DISTANCE of 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

EXHIBIT C
QUITCLAIM DEED

Return recorded copy to:
Broward County
Real Property and Real Estate Development Division
115 South Andrews Avenue, Suite 501
Fort Lauderdale, Florida 33301

This document prepared by
and approved as to form by:
Stacey-Ann M. Rowe, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Folio: 4842-18-01-0212

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 JOHNS FAMILY PARTNERS, LLLP, a Florida limited liability limited partnership ("Grantee"), whose address is 2609 N.E. 27th Avenue, Fort Lauderdale, Florida 33306.

(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 Drainage, Sidewalk and Access Easement Agreement recorded of even date herewith; and real estate taxes for the year 2025 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:

ATTEST:

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

(Official Seal)

BROWARD COUNTY, by and through
its 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: _____
Stacey-Ann M. Rowe (Date)
Senior Assistant County Attorney

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

REF: Approved BCC _____ Item No: _____
Return to BC Real Property and Real Estate Development Division

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.