

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, DECLARING SURPLUS CERTAIN REAL PROPERTY OWNED BY BROWARD COUNTY ("COUNTY") AND LOCATED IN THE CITY OF PEMBROKE PARK, FLORIDA, IDENTIFIED BY FOLIO NO. 5142-20-00-0040 ("PROPERTY"); AUTHORIZING THE SALE OF THE PROPERTY TO THE HIGHEST AND BEST BIDDER FOR THE HIGHEST AND BEST USE IN ACCORDANCE WITH SECTION 125.35(1)(A), FLORIDA STATUTES; DIRECTING THE BROWARD COUNTY REAL PROPERTY AND REAL ESTATE DEVELOPMENT DIVISION TO MANAGE THE SALE OF THE PROPERTY; APPROVING THE FORM PURCHASE AND SALE AGREEMENT ("PSA") AND QUIT CLAIM DEED ("QUITCLAIM DEED") FOR THE SALE OF THE PROPERTY; AUTHORIZING THE BROWARD COUNTY ADMINISTRATOR TO EXECUTE THE PSA AND QUITCLAIM DEED, SUBJECT TO REVIEW FOR LEGAL SUFFICIENCY BY THE OFFICE OF THE COUNTY ATTORNEY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") is the owner of certain industrially zoned real property located at Carolina Street in the City of Pembroke Park, Florida, identified by Folio No. 5142-20-00-0040, measuring approximately 31,501 square feet of industrially zoned property (the "Property");

WHEREAS, the County involuntarily acquired the Property through a Tax Deed issued to the County on August 24, 2001, and recorded in the Official Records of Broward

County, Florida, OR Book 34067, Page 200, on November 7, 2002, due to the failure of the Property's previous owner, Petroleum Products Corporation's ("PPC"), to pay property taxes;

WHEREAS, the Property is located within the Petroleum Products Corporation Superfund Site ("PPC Superfund Site"), as declared by the United States Environmental Protection Agency ("EPA"), due to hazardous contamination in connection with PPC's operations;

WHEREAS, the EPA has determined that while PPC owned the Property, it operated as a processor and broker of waste oil and other petroleum products, which operations led to overflowing and spreading oil and sludge across the PPC Superfund Site;

WHEREAS, the County is a party to a Participation Agreement approved by the Board on June 11, 2019 (Agenda Item No. 71), entered into for purposes of participating with certain other parties in raising the funds required to address soil and groundwater contamination at the PPC Superfund Site;

WHEREAS, pursuant to Section 125.35(1)(a), Florida Statutes, the Board of County Commissioners ("Board") is expressly authorized to sell and convey any real property "belonging to the County, whenever the Board determines that it is to the best interest of the County to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such . . . conditions as the [Board] may in its discretion determine";

WHEREAS, in accordance with Section 125.35(1)(c), Florida Statutes, no sale of any real property shall be made unless notice thereof is published once a week for at

least two (2) weeks in a newspaper of general circulation published in County, calling for bids for the purchase of said real property so advertised to be sold;

WHEREAS, the offer of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the Board rejects all bids because they are too low;

WHEREAS, the County's Real Property and Real Estate Development Division ("Division") solicited all applicable County agencies for potential County use of the Property or rights therein, and no current or future County use was identified for the Property;

WHEREAS, the sale of the Property and resulting transfer of ownership may reduce the County's liability for the PPC Superfund Site;

WHEREAS, the Board determines that it is in the best interest of the County to declare the Property surplus and authorize the sale of the Property to the highest and best bidder in accordance with Section 125.35(1)(a), Florida Statutes;

WHERE, the Board's foregoing determination is based on several factors including, but not limited to, the fact that no County agencies desire the Property or the rights therein, no future County use has been identified, the potential benefit of limiting the County's liability with respect to the PPC Superfund Site, and the value of the Property being placed back on the tax roll;

WHEREAS, the Board determines that the highest and best use of the Property is for light industrial/commercial use; and

WHEREAS, to accomplish the sale of the Property, the Board desires to (1) declare the Property surplus; (2) approve the Purchase and Sale Agreement ("PSA") in

substantially the form attached hereto as Attachment 1, setting forth the terms of the purchase of the Property and including a Quit Claim Deed ("Quitclaim Deed") attached as Exhibit B to the PSA for the conveyance of the Property; (3) authorize the Division to manage the sale of the Property, including providing notice as required in Section 125.35(1)(c), Florida Statutes; and (4) authorize the Broward County Administrator ("County Administrator") to execute the PSA and Quitclaim Deed on behalf of the County with the highest and best bidder for the highest and best use identified herein, subject to review for legal sufficiency by the Office of the County Attorney, NOW, THEREFORE,

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

Section 1. Recitals. The recitals and the findings therein as set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board hereby declares the Property surplus and authorizes the sale of the Property in accordance with Section 125.35(1)(a), Florida Statutes.

Section 3. The Board hereby finds that the highest and best use of the Property is for light industrial/commercial use.

Section 4. The Board hereby authorizes the Division to manage the sale of the Property, including providing notice once a week for at least two (2) weeks in a newspaper of general circulation in Broward County, as required by Section 125.35(1)(c), Florida Statutes.

91 Section 5. The Board hereby approves the PSA in substantially the form
92 attached hereto as Attachment 1, including the Quitclaim Deed attached as Exhibit B to
93 the PSA.

94 Section 6. The Board hereby authorizes the County Administrator to execute
95 the PSA and Quitclaim Deed on behalf of the County with the highest and best bidder for
96 the highest and best use identified herein, subject to review for legal sufficiency by the
97 Office of the County Attorney.

98 Section 7. Severability.

99 If any portion of this Resolution is determined by any court to be invalid, the invalid
100 portion will be stricken, and such striking will not affect the validity of the remainder of this
101 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
102 legally applied to any individual, group, entity, property, or circumstance, such
103 determination will not affect the applicability of this Resolution to any other individual,
104 group, entity, property, or circumstance.

105 Section 8. Effective Date.

106 This Resolution is effective upon adoption.

ADOPTED this day of , 2023. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Claudia Capdesuner 05/26/2023
 Claudia Capdesuner (date)
 Assistant County Attorney

By: /s/ Annika E. Ashton 05/26/2023
 Annika E. Ashton (date)
 Deputy County Attorney

Attachment 1

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 [Name of Purchaser], a [Description of Purchaser] ("Purchaser"), whose address is [Mailing Address of Purchaser], Florida [Zip code] (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Seller is the owner of the Property, as defined in Section 1, and located at Carolina Street in the City of Pembroke Park, Florida.

B. The Property escheated to the County via Tax Deed on August 24, 2001, and recorded on November 7, 2002, in the Official Records of Broward County, Florida, OR Book 34067, Page 220.

C. On [_____, 2023], the Board of County Commissioners ("Board") approved [Resolution No. ____ (Agenda Item No. ____)], authorizing the sale and conveyance of the Property to the highest and best bidder, for the highest and best use (deemed by the Board as light industrial/commercial use) pursuant to Section 125.35(1)(a), Florida Statutes.

D. Purchaser has been identified by the Seller as the highest and best bidder for the highest and best use of the Property.

E. The Seller desires to sell, and the Purchaser desires to purchase, the Property in accordance with the terms 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 31,501 gross square feet of industrially zoned land.

2. **Purchase Price.**

2.1. The total purchase price to be paid by the Purchaser to the Seller for the Property is [Purchase Price] and 00/100 Dollars (\$Purchase Price in Number Form) (the "Purchase Price").

2.2. The Purchase Price for the Property (exclusive of closing adjustments, 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 shall occur on or before sixty (60) days after the Effective Date, unless extended pursuant to the terms of this Agreement (the "Closing Date"). The Broward County Administrator ("County Administrator") or the County Administrator's designee, 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 to the following:

- a. A Quit Claim Deed conveying the Property, in the form attached to this Agreement as **Exhibit B** ("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; and
- b. Appropriate evidence of the Purchaser's existence and authority to purchase the Property (if the Purchaser is an entity).

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 unable to provide the Acceptable Title at the Closing.

6. **Acceptance of Federal, State, and Municipal Department Violations and Orders.**

6.1. 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.

6.2. **Superfund Site.** The Purchaser acknowledges the Property is located within the Petroleum Products Corporation Superfund Site ("PPC Superfund Site"), as declared by the United States Environmental Protection Agency ("EPA") due to historical, ongoing contamination issues, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (the "Superfund Law"). The provisions contained in this Section 6.2, inclusive of subsections (a)-(d), shall survive the Closing.

- a. The Seller is not obligated as a condition of the sale of the Property, or otherwise, to provide any reports, investigations, studies, Phase I or Phase II environmental site assessments, or remediation plans conducted or prepared by the Seller or any other governmental authorities or other third parties for the Property or the PPC Superfund Site.
- b. The Purchaser agrees to assume all liabilities and responsibilities, including future payments for remediation efforts charged by any governmental or other entity having authority as to the Property and its inclusion in the PPC Superfund Site, from the Closing Date onward.
- c. The Purchaser agrees to indemnify, defend, and hold harmless the Seller from and against any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including attorneys' fees and costs) (collectively, the "Claims") arising out of or in connection with the Property, including related to its inclusion in the PPC Superfund Site, including any pre-existing contamination or environmental liabilities, to the extent such Claims arise after the Closing Date.
- d. Nothing herein shall be considered an admission of liability by the Seller for any liability under the Superfund Law, state law, or the common law, for the damage claims of the United States, or the claims of any other person.

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 certification 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 Broward County, Florida, 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 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, given 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. BUYER ACKNOWLEDGES THAT THE PROPERTY IS LOCATED ON THE PPC SUPERFUND SITE AND HAS BEEN DETERMINED BY THE EPA AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO BE CONTAMINATED BY SIGNIFICANT LEVELS

OF HAZARDOUS COMPOUNDS. 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 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 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. The Purchaser shall pay all real estate commissions in connection with this transaction. 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). Addresses may be changed by the applicable Party giving notice of such change in accordance with this Section.

Notice to Seller:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
mcepero@broward.org

With a copy to:

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

Notice to Purchaser:

15.2. Amendments. Unless expressly authorized herein, 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. This Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by the Purchaser without the prior consent of the Seller. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the Seller to immediately termination 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. The Seller's failure to enforce any provision of this

Agreement shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing by an authorized signatory of the Party granting the waiver.

15.5. Third-Party Beneficiaries. Neither the Seller nor the Purchaser intends to directly or substantially 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 is of the Essence. Time is of the essence for the 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 periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 P.M. (Eastern Time) of the next business day.

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. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that 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 County 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 within an article or section of this Agreement, the article or section 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 the County Public Health Unit.

15.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, 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. The Purchaser represents and warrants this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Purchaser, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Purchaser has with any third party or violations any applicable federal, state, and/or municipal law or ordinances, orders, or requirements. The Purchaser further represents and warrants that execution of this Agreement is within the Purchaser's legal powers, and each individual executing this Agreement on behalf of a Party hereto, is duly authorized by all necessary and appropriate action to do so on behalf of the 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 herein

be construed as a 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. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but 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 the County Administrator's designee, as designated in writing, to take any action necessary to implement and administer this Agreement. The County 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.

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

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2023, and [INSERT PURCHASER NAME], signing by and through its [INSERT TITLE OF PURCHASER SIGNOR], duly authorized to execute same.

SELLER

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2023

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

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

CC/sr
05/24/2023
Form Purchase and Sale Agreement Carolina Street 5142-20-00-0440
#1033728v4

PURCHASE AND SALE AGREEMENT

WITNESSES:

PURCHASER

Witness 1 Signature

Witness 1 Printed/Typed Name

Witness 2 Signature

Witness 2 Printed/Typed Name

_____, a _____

By: _____

Name: _____

Title: _____

Date: ____ day of _____, 2023

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires: _____

EXHIBIT A – PROPERTY

Folio No.: 5142-20-00-0440

Legal Description: 20-51-42 N 200 OF S 225 OF E1/2 OF SW1/4 OF NE1/4 OF SE1/4
LESS W 175 THEREFROM

EXHIBIT B – QUITCLAIM DEED

Return recorded copy to:
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This document prepared by
and approved as to form by:
Claudia Capdesuner, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 5142-20-00-0440

QUITCLAIM DEED

(Pursuant to Section 125.411 and Section 125.35(1)(a), Florida Statutes)

THIS QUITCLAIM DEED, made the ____ day of _____, 2023, by Broward County, a political subdivision of the State of Florida (the “Grantor”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and [Name of Purchaser], a [Description of Purchaser] (the “Grantee”), whose address is [Mailing Address of Purchaser].

(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 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 legal description provided in Exhibit A, attached to and made a part hereof.

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; and real estate taxes for the 2023 year 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 Broward County Administrator of said Board, the day and year aforesaid.

WITNESSES:

Witness 1 Signature

Witness 1 Printed/Typed Name

Witness 2 Signature

Witness 2 Printed/Typed Name

SELLER

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____

Monica Cepero
Broward County Administrator

Date: ____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____

Claudia Capdesuner (Date)
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

Folio No.: 5142-20-00-0440

Legal Description: 20-51-42 N 200 OF S 225 OF E1/2 OF SW1/4 OF NE1/4 OF SE1/4
LESS W 175 THEREFROM