

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE ("Agreement") is entered into on this ____ day of _____, 20____, by and between BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY" or "SELLER"),

and

____ ("PURCHASER").

RECITALS:

WHEREAS, pursuant to the Interlocal Agreement, dated November 19, 2013, between COUNTY and the City of Dania Beach, Florida, certain parcels of real property are to be offered for sale by COUNTY that are located on Fort Lauderdale-Hollywood International Airport ("Airport") property; and

WHEREAS, the property legally described on the quitclaim deed, attached hereto and made a part hereof as Exhibit "A," was offered for sale by COUNTY, and PURCHASER submitted the highest and best bid for the property;

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and PURCHASER agree as follows.

ARTICLE 1
PURCHASE AND SALE

- 1.1 Agreement of Purchase and Sale. COUNTY and PURCHASER hereby agree that COUNTY shall sell and convey and PURCHASER shall purchase the following:

All of COUNTY's rights, title, and interest, subject to certain restrictions and easements as hereinafter described, in and to that parcel of real property more particularly described in the quitclaim deed, attached hereto and made a part hereof as Exhibit "A" ("Property").

- 1.2 Purchase Price and Deposit. PURCHASER agrees to pay as and for the total purchase price for the Property in the manner and at the times hereinafter specified, the sum of _____ DOLLARS (\$_____), plus costs and expenses of closing as provided by this Agreement (the "Purchase Price"), as follows:

- a. A deposit of ten percent (10%) of the price offered to purchase the Property ("Deposit") shall be submitted with all bids and said ten percent (10%) amount shall be retained as a deposit to be credited against the Purchase Price at closing. The Deposit shall be in the form of a cashier's check or other collected funds. The Deposit shall be held by COUNTY in a separate account designated for each bid package as a part of Airport Enterprise Funds.

- b. The balance of the Purchase Price shall be paid at closing by wire transfer or other collected funds. COUNTY's wire transfer instructions are available upon request.

ARTICLE 2

CLOSING

- 2.1 **Time and Place.** It is agreed that this transaction shall be closed, and PURCHASER shall pay the Purchase Price, and COUNTY and PURCHASER shall execute and deliver all papers or documents necessary to be executed by such parties under the terms of this Agreement on or before the ninetieth (90th) calendar day after execution of this Agreement by the County Administrator of COUNTY ("County Administrator"), at the Broward County Governmental Center, located at 115 South Andrews Avenue, Fort Lauderdale, Florida, at a room to be designated by COUNTY prior to closing, or at such other place as COUNTY may designate with not less than ten (10) calendar days' prior written notice to PURCHASER. Unless otherwise agreed upon in this Agreement, possession and occupancy will be delivered to PURCHASER at the time of closing, and COUNTY shall be entitled to receive the net proceeds of the sale at such time.
- 2.2 **Conveyances.** The Property herein described shall be conveyed at closing by delivery of a properly executed and acknowledged quitclaim deed substantially in the form of Exhibit "A."
- 2.3 **Closing Costs.** PURCHASER shall cause to be placed upon the deed conveying the Property, state surtax and documentary stamps as required by law, and PURCHASER shall pay for the cost of recording the deed. PURCHASER shall further pay the cost of recording any corrective instruments that may be necessary to assure good and marketable title and the cost of recording the purchase money mortgage, if any. PURCHASER shall pay all other costs associated with the closing, including any broker's commission, appraisal fees, and any consultant fees of PURCHASER.
- 2.4 **Condition Precedent to Closing:**

The parties acknowledge that satisfaction of the following requirements collectively constitute a Condition Precedent to the closing of COUNTY's sale of the Property to PURCHASER ("Condition Precedent").

FAA Determination: The Federal Aviation Administration ("FAA") and the Florida Department of Transportation ("FDOT") shall have provided a consent and written release of grant assurances in connection with the sale of the Property from COUNTY to PURCHASER.

Recordation of Declaration: COUNTY shall have recorded the Declaration of Covenants, Restrictions and Easements, substantially in the form attached hereto and made a part hereof as Exhibit "B," in the Public Records of Broward County, Florida.

ARTICLE 3

TITLE

- 3.1 **Examination and Approval of Title.** It is understood and agreed that COUNTY is not obligated by the terms of this Agreement to provide PURCHASER with any evidence of

title. PURCHASER reserves the right to secure such evidence of title as is satisfactory to PURCHASER and, at the expense of PURCHASER, cause an examination of such evidence of title to be performed prior to closing. It is understood and agreed that should such evidence of title or its examination reveal defects or deficiencies in the title to the Property that would render title to the Property unmarketable or uninsurable by a responsible title company at regular rates, then in such event, PURCHASER shall notify COUNTY of such defects or deficiencies, and COUNTY shall have the option of curing same and closing of this transaction shall be postponed until such deficiencies or defects are cured, but in no event shall closing be postponed for more than sixty (60) calendar days without the written consent of PURCHASER. In the event COUNTY elects not to attempt to cure such title defects or deficiencies, then it shall notify PURCHASER of such election within ten (10) business days after receipt of notice of such defect or deficiencies. In such event, PURCHASER shall have the option of either accepting title as it and paying the Purchase Price therefor, or, in the alternative, PURCHASER shall have the option of declaring this Agreement canceled by written notice to COUNTY, in which case COUNTY shall return the Deposit to PURCHASER and each party shall be relieved of any further obligations hereunder.

ARTICLE 4 **COMMISSIONS**

- 4.1 Broker's Commission. PURCHASER and COUNTY hereby represent and warrant that each has not dealt with a real estate broker pursuant to the transaction herein, and PURCHASER agrees to hold COUNTY harmless from any claim or demand for commissions made by or on behalf of any broker or agent of PURCHASER in connection with this sale and purchase. PURCHASER agrees to pay all real estate commissions in connection with this transaction.

ARTICLE 5 **INSPECTIONS AND INVESTIGATIONS**

- 5.1 Inspections and Investigations. Beginning on the date of last execution of this Agreement by COUNTY and PURCHASER and for forty-five (45) calendar days thereafter (the "Due Diligence Period"), PURCHASER, at its sole expense, shall have the right to perform such inspections and investigations on or with respect to the Property as PURCHASER shall deem to be reasonably necessary or desirable in order to determine the existence of any facts or conditions with respect to the Property that could adversely affect its suitability for the intended use of the Property, or impose any unintended liability on PURCHASER as the owner thereof under any law. Such inspections and investigations may address, without limitation, the following matters: (i) the availability of utilities and of permits, licenses, variances, and other governmental approvals necessary for the development and use of the Property; (ii) the physical characteristics of the Property; and (iii) the compliance of the Property with environmental, zoning, subdivision, or other laws. If PURCHASER shall reasonably determine, in its sole discretion, that any facts or conditions exist with respect to the Property that render the Property unsuitable for its intended use or that could impose unintended liability on PURCHASER as the owner thereof, then, on or before the expiration of the Due Diligence Period, PURCHASER may deliver written notice to COUNTY either: (a) electing to terminate this Agreement with no further liability to either party, and COUNTY shall return the Deposit to PURCHASER; or (b) describing the conditions of the Property that render the Property unsuitable for its intended use or

which can impose unintended liability on PURCHASER, in which case, upon receipt of such notice, the County Administrator may elect either: (1) to terminate this Agreement with no further liability to either party and COUNTY shall return the Deposit to PURCHASER; or (2) within thirty (30) calendar days after receipt of PURCHASER's notice, cure such conditions to PURCHASER's reasonable satisfaction.

ARTICLE 6

MATTERS PRIOR TO CLOSING

- 6.1 Access to the Property. At such times as COUNTY and PURCHASER may mutually agree prior to the closing, COUNTY shall provide to PURCHASER or to its employees, agents, and contractors: (i) reasonable access to the Property and to the books, records, and personnel of COUNTY relating thereto for the purpose of making any surveys, inspections, or investigations permitted by this Agreement; and (ii) such information regarding the Property as PURCHASER or its employees, agents, and contractors may reasonably request. PURCHASER shall promptly repair any damage to the Property caused by its or any such person(s) entry upon the Property and shall hold COUNTY harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including, without limitation, attorneys' fees and court costs) arising out of or in connection with any such entry upon the Property.

ARTICLE 7

DEFAULT

- 7.1 If PURCHASER fails, neglects, or refuses to perform PURCHASER's obligations under this Agreement, including payment of the Deposit, within the time specified, COUNTY may elect to terminate this Agreement upon written notice to PURCHASER, and COUNTY may recover and retain the Deposit for the account of COUNTY as agreed upon liquidated damages, consideration for execution of this Agreement, and in full settlement of any claims, whereupon PURCHASER and COUNTY shall be relieved from all further obligations under this Agreement. Notice of termination shall be effective upon notice being sent from the County Administrator, by certified mail, return receipt requested, to PURCHASER at the address provided for PURCHASER in Article 8. No portion of the Deposit shall be paid to any real estate broker. This section shall survive the closing or termination of the Agreement.

ARTICLE 8

MISCELLANEOUS

- 8.1 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Broward County
County Administrator
Governmental Center
115 South Andrews Avenue, Room 409

Fort Lauderdale, Florida 33301
E-mail address: bhenry@broward.org

with a copy to:

Director of Aviation
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
E-mail address: mgale@broward.org

FOR PURCHASER:

E-mail address: _____

- 8.2 Agreement Effective. This Agreement shall not be effective or binding upon any of the parties hereto until it is: (i) executed by the County Administrator, and (ii) approved and executed by the person or persons with authority to approve and sign this Agreement on behalf of PURCHASER.
- 8.3 DISCLAIMERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS. COUNTY IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, OR VALUE OF THE PROPERTY, THE INCOME OR EXPENSES FROM THE PROPERTY, OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE BUILDING OR FIRE CODES OR OTHER LAWS OR REGULATIONS. WITHOUT LIMITING THE FOREGOING, COUNTY MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. COUNTY IS NOT LIABLE OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT, OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT COUNTY, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN. PURCHASER SHALL ASSUME RESPONSIBILITY FOR ALL COSTS AND EXPENSES REQUIRED TO CAUSE THE PROPERTY TO COMPLY WITH ALL APPLICABLE BUILDING AND FIRE CODES, MUNICIPAL ORDINANCES, AND OTHER LAWS, RULES, AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY CODES, MUNICIPAL ORDINANCES, LAWS, RULES, OR REGULATIONS REGARDING RETROFITTING OR PLUMBING FIXTURES). THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.
- 8.4 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County

Administrator and PURCHASER or others delegated authority to or otherwise authorized to execute same on their behalf.

- 8.5 Assignment. This Agreement is not assignable without the prior written consent of the County Administrator and without an assignment/assumption agreement in a form satisfactory to the County Administrator. COUNTY, through its County Administrator, may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment by either party to this Agreement without the other party's written consent and same shall be deemed to be a default under this Agreement.
- 8.6 Persons Bound. The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors, and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- 8.7 Time of the Essence. It is hereby understood and agreed between the parties that time is of the essence throughout this Agreement.
- 8.8 Public Entity Crime Act. PURCHASER represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.
- In addition to the foregoing, PURCHASER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime," and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether PURCHASER has been placed on the convicted vendor list.
- 8.9 Third Party Beneficiaries. Neither PURCHASER nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 8.10 Materiality and Waiver of Breach. COUNTY and PURCHASER agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof.

A failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 8.11 Severability. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY, through its County Administrator, or PURCHASER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) calendar days after the finding by the court becomes final.
- 8.12 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. All parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PURCHASER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 8.13 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, either party shall, if requested by the other party, execute acknowledgments of receipt with respect to any materials delivered by either of the parties to the other party with respect to the Property.
- 8.14 Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 8.15 Radon Gas and Other Environmental Notification. 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 public health unit.

- 8.16 Survival, Duration. All covenants, grants, representations, and warranties of each party contained herein shall survive, and shall not be waived by, any investigation by the other party, the execution and delivery of this Agreement, or the performance by the parties of their respective obligations hereunder, including, without limitation, the delivery of the deed. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived or this Agreement has otherwise been terminated, except for such covenants and agreements as survive such termination by their own terms.
- 8.17 Prior Agreements. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 8.18 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.
- 8.19 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" and Exhibit "B" are incorporated into and made a part of this Agreement.
- 8.20 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.21 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant 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.

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CONTRACT FOR SALE AND PURCHASE BETWEEN BROWARD COUNTY AND _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Sale and Purchase on the respective dates: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 18 day of October 2016, and PURCHASER, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Nancy Rubin (Date)
Assistant County Attorney

By _____
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

CRC/ch
Dania Interlocal contract - PURCHASER
09/01/16
#16-071.28

CONTRACT FOR SALE AND PURCHASE BETWEEN BROWARD COUNTY AND _____

PURCHASER

Witnesses:

Witness 1 Signature

Witness 1 Print Name

Witness 2 Signature

Witness 2 Print Name

By: _____

Print Name: _____

Title: _____

____ day of _____, 2018

**EXHIBIT "A" TO AGREEMENT
DEED**

EXHIBIT "A"

This instrument prepared by and return to:

Carlos Rodriguez-Cabarrocas
Assistant County Attorney
c/o Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
954-359-6100

QUITCLAIM DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made this ____ day of _____, 20____, by BROWARD COUNTY, a political subdivision of the State of Florida ("GRANTOR"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and _____ ("GRANTEE"), whose address is _____.

W I T N E S S E T H:

That GRANTOR, for and in consideration of the sum of _____ DOLLARS (\$_____.00), to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors, and assigns, forever, the following described land, lying and being in Broward County, Florida ("Property"):

Legal Description as stated on Exhibit "1," attached hereto and made a part hereof.

SUBJECT TO:

1. Resolution No.2016-469, approved by the Board of County Commissioners of Broward County, Florida, on October 18, 2018, approving the conveyance pursuant to Section 125.35, Florida Statutes.
2. All zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property, including any rules and regulations that may be imposed by the Federal Aviation Administration (or any successor agency) or the Florida Department of Transportation (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport.
3. All existing public purpose utility and government easements and rights of way.
4. All other matters of record, unpaid taxes, assessments, liens, and encumbrances.
5. The Declaration of Covenants, Restrictions, and Easements, recorded in Instrument Number _____, Public Records of

Broward County, Florida, the provisions of which are hereby incorporated herein and made a part hereof by this reference.

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.

COUNTY

(Official Seal)
ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Nancy Rubin (Date)
Assistant County Attorney

By _____
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

CRC/ch
125.35 Deed - Dania Beach Interlocal
09/01/16
#16-071.28

**EXHIBIT "1" TO DEED
LEGAL DESCRIPTION OF PROPERTY**

PARCEL E of the RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7), according to the Plat thereof as recorded in Plat Book 162, Page 9 of the Public Records of Broward County, Florida.

**EXHIBIT "B" TO AGREEMENT
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS**

EXHIBIT "B"

Prepared by and Return to:
Carlos Rodriguez-Cabarrocas
Assistant County Attorney
c/o Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
954-359-6100

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS ("Declaration") is made this ____ day of _____, 2018, by BROWARD COUNTY, a political subdivision of the State of Florida ("County"), its successors and assigns, whose mailing address is 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301.

RECITALS:

WHEREAS, the County is the fee title owner of the real property located in Broward County, Florida, as legally described on **Exhibit 1**, attached hereto and made a part hereof ("Property"); and

WHEREAS, the County owns and operates Fort Lauderdale-Hollywood International Airport ("Airport"), which is in the proximity of the Property; and

WHEREAS, the Property was acquired by the County to ensure that the future uses to which the Property is put are compatible with the operations of the Airport; and

WHEREAS, the Property was purchased by the County using grant funds received from the Federal Aviation Administration ("FAA") and the Florida Department of Transportation ("FDOT") for the benefit of the Airport; and

WHEREAS, the FAA requires the County to protect the aerial approaches to the Airport, to prevent the establishment or creation of airport hazards, and to ensure that the future uses to which the Property is put are compatible with the operations of the Airport; and

WHEREAS, a condition of such funding is that the Property shall not be used for residential purposes or other purposes that are incompatible with the operations of the Airport; and

WHEREAS, the County intends and declares that the Property is, and shall be, held, owned, transferred, sold, conveyed, leased, mortgaged, used, maintained, and improved subject to the covenants, restrictions, easements, and other requirements, as hereinafter set forth; and

WHEREAS, a condition of the conveyance by the County to each "Property Owner" (as hereinafter defined) of the Property, or any portion of the Property, is that such conveyance shall be subject to the covenants, restrictions, and easements and other requirements, as set forth herein,

NOW, THEREFORE, the County declares that the Property shall be held, owned, transferred, sold, conveyed, leased, mortgaged, used, maintained, and improved subject to these covenants, restrictions, and easements, which run in favor of the County, and all other requirements, as hereinafter set forth.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. When used herein, the term "County" shall mean Broward County, Florida, its successors, and assigns. When used herein, the terms "Federal Aviation Administration" and "Florida Department of Transportation" shall include any successor agency thereof. The term "Property Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Property Owner" and "County" shall include their heirs, personal representatives, successors, agents, and assigns. Additional words and phrases used herein shall have the meanings as defined in this document, or if not defined herein, shall have their usual and customary meanings.
3. Covenants and Restrictions. The County hereby declares, and each Property Owner acquiring any interest in any portion of the Property agrees through acceptance of such conveyance, that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants and restrictions running with the land:
 - 3.1 As of the effective date of this Declaration, portions or all of the Property may be zoned or have a land use designation for purposes not permitted by this Declaration. Each Property Owner acquiring any interest in any portion of the Property agrees through acceptance of such conveyance that: (i) such Property Owner shall, if necessary, make application with the appropriate governmental authorities to rezone or change the land use designation of the portions of the Property acquired by such Property Owner to a use that is permitted under this Declaration; and (ii) each Property Owner assumes all risk of being able to secure any change of zoning and change of land use of the Property and of meeting any other regulatory and development requirements that may be necessary to permit the Property to be used for permitted purposes allowed under this Declaration. A Property Owner's failure to obtain rezoning or change in land use designation of the Property to a use that is permitted under this Declaration does not give rise to the Property Owner of any claim for an alternative use of the Property beyond that permitted by this Declaration, nor of any claim for damages or compensation of any type.

- 3.2 The Property shall be used solely for nonresidential purposes. The Property may not be used for any residential purpose whatsoever, and such prohibition shall include, but not be limited to, single family housing, multifamily housing, trailer parks, nursing homes, congregate living facilities, apartment units, hotels, motels, and all other residential uses. In addition, the Property may not be used for schools, hospitals, day care centers, or places of worship or public assembly.
- 3.3 The height of all improvements, structures, objects of natural growth, and other obstructions on the Property shall be restricted to a height that is less than the lower of: (i) the height above ground level indicated on the legal description for each Airspace Parcel included in **Exhibit 2**, attached hereto and made a part hereof, or (ii) the aeronautical surfaces of the Airport as now established, and as may from time to time hereafter be established, by the FAA or any governmental agency that is a successor to the authority of the FAA, including, but not limited to, Federal Aviation Regulation Part 77.
- 3.4 The Property Owner shall prevent any use of the Property that would interfere with or adversely affect the operation of navigational aids as now in existence or as hereafter may be in existence (including, without limitation, runway instrumentation, radar, and communication aids), that would interfere with the maintenance of the Airport, or that would constitute a hazard to the landing and taking off of aircraft at the Airport.
- 3.5 Any use of the Property that would attract birds or animals (including, without limitation, recycling centers, yard fills, refuse dumps, or refuse storage) is prohibited.
- 3.6 The Property shall not be used in any manner that would not be permitted under, or constitute a violation of, any airport zoning ordinance of the County. Furthermore, the Property shall not be used in any manner that would constitute a violation of: (i) any zoning that is applicable to the Property, including, without limitation, height limitations; or (ii) any provision of Chapter 333, Florida Statutes; or (iii) any rules or regulations promulgated pursuant to Chapter 333, Florida Statutes; or (iv) any rules or regulations now in effect or hereafter promulgated that may be imposed by the FAA (or any successor agency) or FDOT (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport; or (v) any provision of this Declaration.
- 3.7 Lighting shall be installed at the Property in accordance with FAA Advisory Circular 70-7460-1L, and amendments thereto, on all structures that fall within the provisions of said circular. This lighting may include flashing red beacons, steady burning red obstruction lights, or high-intensity obstruction lights.

- 3.8 Any proposed construction on the Property or the use of construction cranes must be reviewed by the FAA, FDOT, and the County, as applicable, to determine if Federal Aviation Regulation Part 77, Chapter 333, Florida Statutes, the zoning ordinances of the County, or any amendment to any of the foregoing, apply.
- 3.9 Prior to any construction or any contemplated use of the Property, an FAA Form 7460-1 (or successor form) must be submitted to the FAA and the Aviation Office of FDOT to determine whether the project is a potential hazard to aviation.
- 3.10 Nondiscrimination.
- 3.10.1 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that: (i) the Property Owner shall not unlawfully discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used; and (ii) the Property Owner shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Chapter 16½, Broward County Code of Ordinances) in the exercise of its obligations under this Declaration.
- 3.10.2 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees, on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that in the event facilities are constructed, maintained, or otherwise operated on any portion of the Property for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, each Property Owner shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

3.10.3 Each Property Owner, by accepting a deed for conveyance of the Property or any portion thereof or otherwise acquiring any interest in the Property or any portion thereof, agrees, on behalf of such Property Owner and such Property Owner's heirs, personal representatives, successors in interest, and assigns, as part of the consideration thereof, that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) that the Property Owner shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

4. Easements. The County is hereby granted, for itself, its successors, and assigns, for its use and benefit as owner and operator of the Airport, the following permanent, perpetual, and assignable easements over, across, and within the Property and the "Airspace Parcels" (which are legally described in **Exhibit 2**, attached hereto and made a part hereof), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to such easements, and all right, title, and interest in and to any and all streets, roads, highways, easements, drainage rights, rights-of-way, covenants, restrictions, agreements, and riparian rights benefiting the easements hereinafter identified, to have and to hold said easements unto the County, its successors, and assigns, until the Airport shall cease to be used for airport purposes by the County. The parties hereby grant, covenant, and agree as an appurtenance to the foregoing easements, as follows:

4.1 That said easements shall have the purpose of prohibiting intrusions into, encroachments upon, and obstructions within the Airspace Parcels by any building or other structure, by any tree or other vegetation, and by any object, whether natural or artificial, that might now, or in the future, be situated upon the Property, said easements including a continuing and perpetual right in the County to enter upon and pass over the Property for the purpose of removing and to remove any and all encroachments upon, and obstructions within, said Airspace Parcels, whether by structures, vegetation or other object, natural or artificial, that exist, or may in the future exist, in or upon said Property, including with respect to trees or other vegetation that do or may encroach upon, intrude into, or obstruct said Airspace Parcels, the absolute right to cut down to ground level and remove root systems beneath the ground of any such tree or other vegetation, and

including a continuing right in the County to prohibit and prevent the future construction or erection of any building, structure, or object, and the planting, cultivation, or growth of any tree or other vegetation, upon said Property that does or may in the future encroach upon, obstruct, or cause intrusion into said Airspace Parcels. Notwithstanding the foregoing, the County will give any affected Property Owner no less than two (2) weeks' notice by regular mail, at the address for the portion of the Property held by such affected Property Owner, or other address of record for the Property Owner, prior to exercising its rights hereunder, unless an emergency condition or a condition that represents an imminent health, welfare, or safety issue shall exist, in which event written notice will be given to the Property Owner as soon after said entry as is practicable.

- 4.2 That said easements shall also include (i) a prohibition against, and a continuing obligation of the Property Owner to prevent the placement of any device or structure and to prevent any conduct or activity upon the Property which will or might interfere with the safe operation of any aircraft operating in or around the Airport including, without limitation, any device or structure which emits, or may cause to be emitted, radio or other invisible waves or signals or lights which will, or might, interfere with the safe operation of any aircraft operating in or around the Airport, and (ii) a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future in the airspace above the surface of the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft (now known or hereafter developed) over the Property and the taking off and landing of any such aircraft at the Airport. The Property Owner shall have no right to damages on account of noise, vibrations, aircraft lights, fumes, dust, fuel particles, and other fallout and effects, or any other effects, activities, or incidents resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating from the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport as they may be expanded or reconfigured in the future, and Property Owner does hereby release the County, its commissioners, officers, agents, servants, employees, successors, and assigns, of and from any and all claims, demands, debts, liabilities, or causes of action of every kind or nature which Property Owner now has, has ever had, or may hereafter have, including, but not limited to, damages to the Property due to any of the afore-described effects, activities, and incidents.
- 4.3 The common law merger doctrine, which states that the servient tract and the dominant tract may not come under single ownership characterized by a substantial unity of title, shall not be used to extinguish the above-

mentioned easements for the period of time when both tracts are owned by the County.

5. The covenants, restrictions, easements, servitudes, rights, and privileges granted, made, and conveyed in this Declaration shall run with the land (collectively "covenants, restrictions, and easements"). For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the Airport shall be the dominant tenement. These covenants, restrictions, and easements shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, or any interest whatsoever therein, and all persons and entities claiming under them, including, without limitation, their heirs, personal representatives, successors, and assigns, until that date which occurs ninety-nine (99) years following the date of execution of this Declaration by the Broward County Board of County Commissioners ("Termination Date"). On the Termination Date, these covenants, restrictions, and easements shall automatically renew for successive twenty (20) year periods unless the County shall have ceased to operate the Airport as a public airport.
6. The County is the beneficiary of these covenants, restrictions, and easements, and as such, the County may enforce these covenants, restrictions, and easements by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants, restrictions, and easements. If a Property Owner fails to abide by the covenants, restrictions, and easements contained herein after written notice by the County, such Property Owner shall be liable for the reasonable attorneys' fees and costs of the County in enforcing the covenants, restrictions, and easements contained herein.
7. A failure of the County to enforce any of these covenants, restrictions, and easements shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed in the manner required by Paragraph 8. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, easement, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, easement, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
8. If a Property Owner desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants, restrictions, and easements, such Property Owner shall be required to do the following: any such Property Owner must apply to the County for an

amendment of, or termination of, these covenants, restrictions, and easements as to the Property or specified portion of the Property. It shall be the sole discretion of the Broward County Board of County Commissioners as to whether to modify or terminate any of these covenants, restrictions, and easements as to any portion of the Property, since each Property Owner accepted these covenants, restrictions, and easements as a condition of the conveyance of the Property or a portion thereof to the Property Owner. Any such amendment or termination must be executed by the Board of County Commissioners of Broward County, Florida, and shall apply only to such portion of the Property that is specifically referenced in the amendment or termination.

9. This Declaration shall become effective ("Effective Date") upon recordation in the Public Records of Broward County, Florida. On the Effective Date, that certain Declaration of Covenants, Restrictions, and Easements recorded in Official Records Book _____ Page _____, of the Public Records of Broward County, Florida, is hereby replaced in its entirety as to the Property by this Declaration.
10. Immediately upon its acquisition of the Property or any portion thereof, all future Property Owners must rerecord this Declaration in the Public Records of Broward County, Florida, against the acquired Property or the portion thereof.

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DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

IN WITNESS WHEREOF, BROWARD COUNTY has made and executed this Declaration of Covenants, Restrictions, and Easements 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 _____, 2018.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____

Mayor ____ day of _____, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Nancy Rubin (Date)
Assistant County Attorney

By _____
Alexander J. Williams (Date)
Assistant County Attorney

CRC/ch
Declaration of Restrictive Covenants
09/01/16
#16.071-28

**EXHIBIT "1" TO DECLARATION
LEGAL DESCRIPTION OF PROPERTY**

PARCEL E of the RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7), according to the Plat thereof as recorded in Plat Book 162, Page 9 of the Public Records of Broward County, Florida.

**EXHIBIT "2" TO DECLARATION
AIRSPACE PARCELS**

All of the vertical space lying above the following described parcel, with such airspace easement beginning forty-eight (48') above ground level and continuing upward to encompass all of the above-lying airspace.

PARCEL E of the RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7), according to the Plat thereof as recorded in Plat Book 162, Page 9 of the Public Records of Broward County, Florida.