

**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (“Agreement”) 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 \_\_\_\_\_, a \_\_\_\_\_ (“Purchaser”), whose address is \_\_\_\_\_, Florida 33\_\_\_\_, is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). The Seller and the Purchaser are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS:**

A. The Seller is the owner of the Property, as defined in Section 1, located at NW 27th Avenue in the Broward Municipal Services District, Florida 33311.

B. 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 to the following terms and conditions:

**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 2,699 gross square feet of residentially zoned land. As a condition to the execution of this Agreement, Purchaser agrees to grant Seller an unrestricted and perpetual easement for traffic control devices, utilities, public sidewalk and/or other appropriate purposes incidental thereto, on, over, under, upon, across, and through a portion of said Property (“Easement”). The Easement shall be in the form attached to this Agreement as **Exhibit B** and shall be executed and delivered to Seller at the time of Closing (as defined in Section 3.1 below).

2. **Purchase Price.**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is \_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_) (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 is authorized to act on the County'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 Section.

3.2 Closing Expenses. At or before the Closing:

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

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

- a) A Quitclaim Deed conveying the Property, in the form attached to this Agreement as **Exhibit C** ("Quitclaim Deed");
- b) Appropriate evidence of the Seller's existence and authority to sell and convey the Property;
- c) Possession of the Property by 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 2.2, by bank wire transfer of immediately available funds to the Seller's Account;
- b) Appropriate evidence of the Purchaser's existence and authority to purchase the Property (if the Purchaser is an entity); and
- c) An unrestricted and perpetual easement for traffic control devices, utilities, public sidewalk and/or other appropriate purposes incidental thereto, on, over, under, upon, across, and through a portion of said Property, in the form attached to this Agreement as **Exhibit B**.

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

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

3.7 Prorations and Adjustments.

- a) Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between the Seller and the Purchaser as of 12:01 A.M. (Eastern Time) on the Closing Date:
  - 1. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Property shall be prorated based on the most recent prior tax bill; and
  - 2. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable, and the charges so determined shall be paid by the Seller by prompt remittance or deduction from any deposits made by the Seller. The Seller shall be entitled to the refund of any balance of said accounts and of all deposits made with respect to any such utilities or services, and the Purchaser shall place its own deposits with the utility or service providers.

- b) For the purposes of calculating prorations, the Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs.
- 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, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; (iv) real estate taxes for this current year and all subsequent years; and (v) any other matters that would be disclosed upon a visual inspection of the Property ("Acceptable Title"). The Purchaser shall not have the right to terminate this Agreement if the Seller is able to provide the Acceptable Title at the Closing.

6. **Acceptance of State and Municipal Department Violations and Orders.** The Purchaser accepts the Property subject to all notes or notices of violations, known or unknown, of law or local ordinances, orders, or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, and health and labor conditions affecting the Property. This provision shall survive the Closing.

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

**8. Inspections and Investigations.**

8.1 For a period of fifteen (15) business days after the Effective Date (“Due Diligence Period”), the Purchaser, at its sole cost and expense, shall have the right to have its employees, agents, contractors, or subcontractors (“Consultants”) perform inspections, investigations, and studies of the Property (“Inspections”) upon providing the Seller with written notice at least twenty-four (24) hours before entering the Property. The Purchaser and its Consultants shall not perform any invasive testing on the Property without obtaining the Seller’s prior written consent, which consent will be given in the Seller’s sole discretion. Notwithstanding the preceding provisions, this Agreement is not contingent on the Inspections, and the Purchaser shall not have the right to terminate this Agreement as a result of the Inspections.

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

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

**9. Condemnation.**

9.1 If, prior to the Closing, any portion of the Property is subject to a bona fide threat of condemnation by a governmental authority or entity having the power of eminent domain, or is taken by eminent domain or condemnation, or sale in lieu thereof (“Condemnation”), then the Seller shall promptly provide the Purchaser with written notice (“Condemnation Notice”) describing such Condemnation and, if available, identifying the proceeds awarded, or to be awarded, as a result of the Condemnation (“Condemnation Award”). In the event that the Purchaser receives a Condemnation Notice, all of 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 ("County"), is under a tropical storm or hurricane watch or warning at any time within five (5) days before the Closing Date, the Seller shall be entitled to delay the Closing until 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, give the Seller written notice electing one of the following options:

- a) Waive the Seller's Default and proceed to the Closing without any adjustment to the Purchase Price; or
- b) Terminate this Agreement, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

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

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

14. **Broker's Commission.**

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

14.2 The Purchaser represents and warrants to the Seller that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. 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.** In order for a 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  
Government Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
E-mail: bhenry@broward.org

With a copy to:

Director of Real Property Section  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
E-mail: Imahoney@broward.org

**Notice to Purchaser:**

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

15.2 **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser.

15.3 **Assignment.** The Purchaser shall not assign this Agreement without the Seller's prior written consent, which consent will be given in the Seller's sole discretion. Any purported assignment by the Purchaser in violation of this Agreement shall be voidable at the Seller's option. The Seller's refusal to consent to an assignment shall not entitle the Purchaser to terminate this Agreement nor give rise to any claim for damages against the Seller. Any assignment by the Purchaser, even if consented to by the Seller, shall not act to limit, reduce, or impact any of the Purchaser's obligations to perform under this Agreement, including, without limitation, its obligation to pay the Purchase Price.

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

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 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.

15.6 Time is of the Essence. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time period in this Agreement, which ends 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 Seller and the Purchaser shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

15.8 Severability. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Seller and the Purchaser elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 15.8 shall be made within seven (7) days after the court's finding becomes final.

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

15.10 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

15.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

15.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, 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, THE SELLER AND THE PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 15.13, 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.**

15.14 Attorneys’ Fees. Each Party shall bear its own attorneys’ fees in any litigation or proceeding arising under this Agreement, except as provided for in Sections 12.1(b) and 15.13.

15.15 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.

15.16 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.

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

15.18 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have made and executed this Purchase and Sale Agreement on the respective dates: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (Agenda Item No. \_\_\_\_\_), and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**SELLER**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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



## **EXHIBIT A**

**Folio Number:**  
4942-3201-3530

**Legal Description:**

Lot 29, Block 50, WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof as recorded in Plat Book 22, Page 44 B, of the Public Records of Broward County, Florida.

## EXHIBIT B

This instrument prepared by:  
Christina A. Blythe  
Office of County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301

Return recorded document to:  
Broward County Real Property Section  
115 South Andrews Avenue, Suite 501  
Fort Lauderdale, Florida 33301

Folio number: 494232013530

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### EASEMENT

**THIS EASEMENT** is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, a \_\_\_\_\_, whose address is  
\_\_\_\_\_ (“Grantor”), to Broward County, a  
political subdivision of the State of Florida, whose address is 115 South Andrews Avenue,  
Room 423, Fort Lauderdale, Florida 33301 (“Grantee”):

(Wherever used herein the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

### **RECITALS**

- A. Grantor is the fee simple owner of the Property, as defined in Section 2, located on NW 27<sup>th</sup> Avenue in the Broward Municipal Services District, Florida 33311.
- B. Grantee desires an unrestricted and perpetual nonexclusive easement for traffic control devices, utilities, public sidewalk and/or other appropriate purposes incidental thereto, on, over, under, upon, across, and through a portion of said Property.
- C. Grantor is willing to grant such Easement, as defined in Section 3, to Grantee.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true and correct, and fully incorporated by reference herein.
2. **Description of the Property.** Grantor is the fee simple owner of that certain real property located at NW 27th Avenue in the Broward Municipal Services District, Florida 33311, as more particularly described in **Exhibit A**, attached hereto and made a part hereof (“Property”).
3. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors, and assigns, a perpetual and unrestricted easement on, over, under, upon, across, and through a portion of the Property, as more particularly described in **Exhibit B** with the accompanying sketch of description attached hereto and made a part hereof (“Easement Area”), together with any incidental or necessary appurtenances thereto to utilize, construct, maintain, repair, install, and rebuild facilities for traffic control devices, utilities, public sidewalks and/or other appropriate purposes incidental thereto (“Easement”).

**[Signatures on Following Pages]**

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this instrument on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signed, sealed and delivered  
in the presence of:**

GRANTOR

\_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
**Signature of Witness 1**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name of Witness 1**

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

\_\_\_\_\_  
**Signature of Witness 2**

\_\_\_\_\_  
**Print Name of Witness 2**

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me, **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name of Notary: \_\_\_\_\_

(Seal)

Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

CAB/mdw  
Easement  
03/24/2021

## **Exhibit A to the Easement**

**Folio Number:**

4942-3201-3530

**Legal Description:**

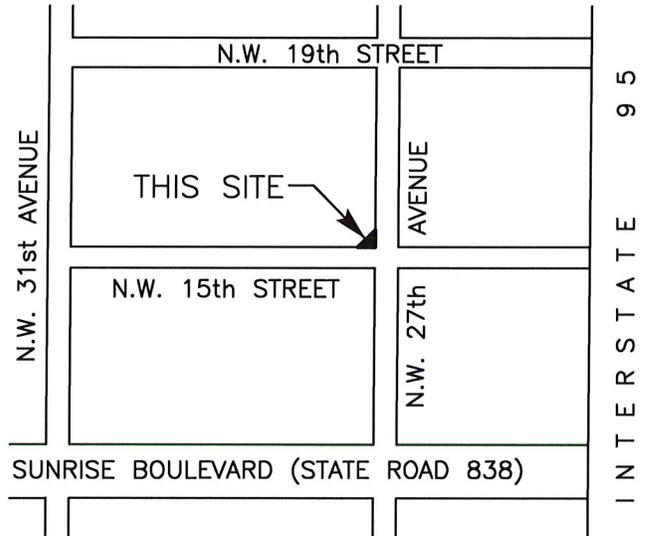
Lot 29, Block 50, WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof as recorded in Plat Book 22, Page 44 B, of the Public Records of Broward County, Florida.

## **Exhibit B to the Easement**

# EXHIBIT "A"

SHEET 1 OF 3

SECTION 32, TOWNSHIP 49 SOUTH, RANGE 42 EAST



LOCATION SKETCH  
NOT TO SCALE

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION CONSISTING OF SHEETS ONE THROUGH THREE IS TRUE, CORRECT AND COMPLETED ON 02-12-15 AND IS DONE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

FRANK J. GUILIANO  
PROFESSIONAL SURVEYOR & MAPPER NO. 5768  
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NOTE:**

- 1) BEARINGS ARE BASED ON THE CENTERLINE OF N.W. 27th AVENUE, HAVING AN ASSUMED BEARING OF N 00°00'00" E.
- 2) THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS OF WAYS, AS SHOWN ON THE REFERENCED RECORDED PLAT(S). THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS OF WAYS OF RECORD.
- 3) UNDERGROUND UTILITIES AND IMPROVEMENTS WERE NOT LOCATED.
- 4) DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

**THIS IS NOT A SURVEY,**  
*but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.*

**LEGEND:**

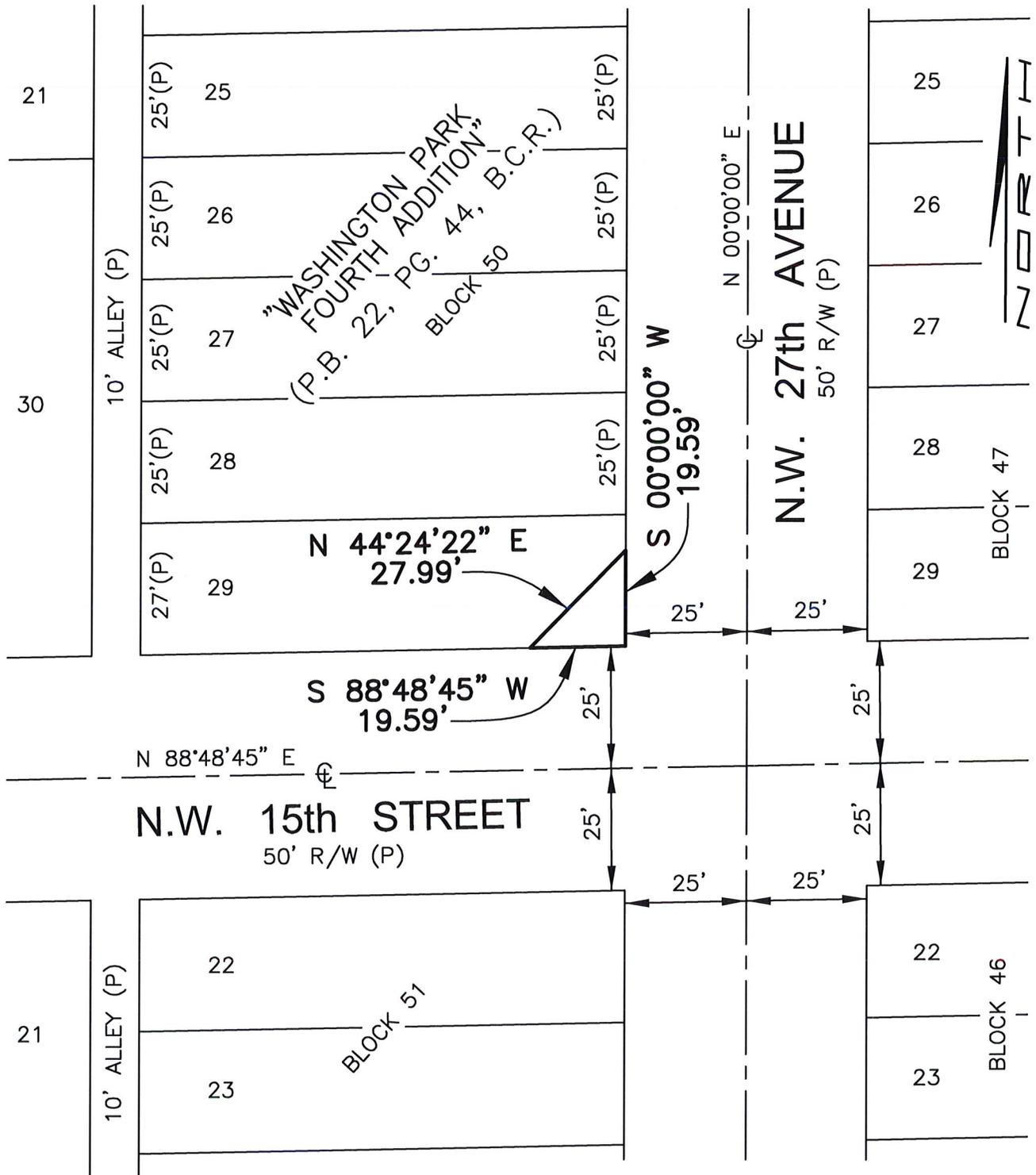
- B.C.R. = BROWARD COUNTY RECORDS
- ☉ = CENTERLINE
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY

2.		
1.		
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	RPL Jr, JSH	08-26-13	F. Guiliano	08-26-13	E:\RW\ROW\Parcel Sketches\NW 15 Street & NW 27 Avenue\Sheets 1-3.dwg

# EXHIBIT "A"

SECTION 32, TOWNSHIP 49 SOUTH, RANGE 42 EAST



DATE	REVISIONS	BY
3.		
2.		
1.		

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
1" = 30'	RPL Jr, JSH	08-26-13	F. Guiliano	08-26-13	E:\RW\ROW\Parcel Sketches\NW 15 Street & NW 27 Avenue\Sheets 1-3.dwg

# EXHIBIT "A"

SHEET 3 OF 3

SECTION 32 , TOWNSHIP 49 SOUTH, RANGE 42 EAST

## LEGAL DESCRIPTION:

A PORTION OF LOT 29, BLOCK 50, OF "WASHINGTON PARK FOURTH ADDITION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 29 LYING SOUTHEASTERLY OF A CHORD BASED ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET, AND BEING TANGENT TO THE EAST AND SOUTH LINES OF SAID LOT 29.

SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND CONTAINS 192 SQUARE FEET, MORE OR LESS.

3.		
2.		
1.		
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	RPL Jr, JSH	08-26-13	F. Guiliano	08-26-13	E:\RW\ROW\Parcel Sketches\NW 15 Street & NW 27 Avenue\Sheets 1-3.dwg

**EXHIBIT C**

Return recorded copy to:

Broward County  
Real Property Section  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

This document prepared by  
and approved as to form by:  
Christina A. Blythe  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

Folio: 4942-3201-3530

**QUITCLAIM DEED**

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

THIS QUITCLAIM DEED is 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 \_\_\_\_\_, a \_\_\_\_\_("Grantee"), whose address is\_\_\_\_\_.

(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.)

**WITNESSETH:**

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:

Lot 29, Block 50, WASHINGTON PARK FOURTH ADDITION, According to the plat thereof, as recorded in Plat Book 22, Page 44 B, of the Public Records of Broward County, Florida (the "Property").

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

**THIS CONVEYANCE IS SUBJECT TO** all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; that certain easement for traffic

control devices, utilities, public sidewalk and/or other appropriate purposes incidental thereto in favor of Grantor recorded on the same date herewith, and real estate taxes for [the current 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 Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR

BROWARD COUNTY, by and through its Board of County Commissioners

ATTEST:

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

(Official Seal)

By: \_\_\_\_\_  
Mayor

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

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

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

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

REF: Approved BCC \_\_\_\_\_ Item No: \_\_\_\_\_  
Return to BC Real Property Section