



City Attorney's Communication #2022-378

February 16, 2022

TO: Cassandra LeMasurier, Real Property Manager

FROM: James E. Saunders, III, Assistant City Attorney

RE: Resolution – Contract for Sale and Purchase / Joe Taylor and Lucille Taylor
420 NW 6th Street

As requested in your memorandum of February 15, 2022, Property Manager #22-007, the above-referenced Resolution has been prepared and is captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY OF POMPANO BEACH AND JOE TAYLOR AND LUCILLE TAYLOR, HEIRS OF THE ESTATE OF MAMIE J. TAYLOR, FOR THE PURCHASE OF PROPERTY LOCATED AT 420 NW 6TH STREET; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance


JAMES E. SAUNDERS

/jrm
l:cor/finance/rpm/2022-378

Attachment

RESOLUTION NO. 2022-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY OF POMPANO BEACH AND JOE TAYLOR AND LUCILLE TAYLOR, HEIRS OF THE ESTATE OF MAMIE J. TAYLOR, FOR THE PURCHASE OF PROPERTY LOCATED AT 420 NW 6TH STREET; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract for Sale and Purchase between the City of Pompano Beach and Joe Taylor and Lucille Taylor, heirs of the Estate of Mamie J. Taylor, for the purchase of property located at 420 NW 6th Street is approved, and a copy of that Contract is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Contract for Sale and Purchase between the City of Pompano Beach and Joe Taylor and Lucille Taylor, heirs of the Estate of Mamie J. Taylor.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2022.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE ("Contract") is made as of this _____ day of _____, 20__, by and between

JOE TAYLOR, a single man, whose address is 417 NW 5th Street Unit #10, Pompano Beach, FL 33060 and **LUCILLE TAYLOR**, a single woman, whose address is 417 NW 5th Street Unit #5, Pompano Beach, FL 33060, heirs of the **MAMIE J. TAYLOR ESTATE**, hereinafter referred to as "SELLER,"

and

CITY OF POMPANO BEACH, FLORIDA, of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

collectively referred to as the Parties.

SELLER and CITY agree that SELLER shall sell and CITY shall purchase the following described property, situate, lying and being in Broward County, Florida, and more particularly described as follows:

LEGAL DESCRIPTION

Real property as described in Exhibit "A" attached and made a part of this Contract (the "Real Property"), together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and other rights appurtenant to Real Property, all buildings, fixtures, and other existing improvements, all fill and top soil thereon, all oil, gas, and mineral rights possessed by SELLER, all right, title and interest of SELLER in and to any and all streets, roads, highways, easements, drainage rights, or rights of way, appurtenant to the Real Property and all right, title and interest of SELLER in and to any and all covenants, restrictions, agreements and riparian rights benefiting the Real Property (all of the foregoing being referred to as the "Property").

ARTICLE 1

TERMS, DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the Parties.

- 1.1 CITY MANAGER: Whenever the term City Manager is used, it is intended to mean the City Manager or their appointee. In the administration of this Contract, as contrasted with

matters of policy, all Parties may rely upon instructions or determinations made by the City Manager or the City Manager's designee.

- 1.2 COMMISSION: The Pompano Beach City Commission, which is also the governing body of the City of Pompano Beach.
- 1.3 CONVEYANCE: Whenever the term Conveyance is used, it shall mean a warranty deed in statutory form properly executed, witnessed and acknowledged.
- 1.4 CITY OF POMPANO BEACH: A body corporate and politic created pursuant to Chapter 166 of the Florida Statutes.
- 1.5 EFFECTIVE DATE: The last date on which this Contract is fully and completely executed by the Parties.
- 1.6 SPECIAL ASSESSMENT LIENS: Whenever the term Special Assessment Liens is used, it shall mean all liens on the property which is the subject matter of this Contract arising out of a special improvement or service by any city, town, municipal corporation, CITY or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining or contiguous to the special improvement. "Special improvement" shall include, but is not limited to, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, alleys and sidewalks; construction or reconstruction of sanitary sewers, storm sewers, drains, water mains, water laterals, water distribution facilities and all appurtenances.

For the purpose of closing or settlement of this purchase, such special assessment liens shall be designated as either "certified" or "pending."

A "certified" lien is defined as a lien which has been certified, confirmed or ratified pursuant to the statute, special act, ordinance, or resolution creating same and for which the exact amount of same has been determined.

A "pending" lien is a lien which has been created or authorized by an enabling resolution adopted by the appropriate governmental entity, causing the lien to attach to and become an encumbrance upon the subject Real Property but for which there has been no determination of the final amount of same.

- 1.7 SURVEY: Whenever the term Survey is used, it shall mean a survey certified to "City of Pompano Beach" by a professional land surveyor registered in and licensed by the State of Florida.
- 1.8 TITLE: Whenever the term Title is used, it shall mean fee simple title, free and clear of all liens, charges and encumbrances, other than matters specified in Section 4.1 of this Contract, if any.
- 1.9 TITLE BASE: Either an existing prior Owner's or First Mortgagee Title Insurance Policy, qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price, from a reputable title company acceptable to CITY. If a prior policy is unavailable

as a title base, then any alternate title base that is acceptable to CITY's title insurance underwriter.

- 1.10 TITLE COMMITMENT: A commitment or binder for an owner's policy of title insurance written on a company acceptable to CITY, in the amount of the purchase price, covering the Real Property and having an effective date subsequent to the full execution of this Contract, listing and attaching copies of all instruments of record affecting title to the Real Property and listing the requirements, as of the date of the commitment, for conveyance of marketable fee simple title to the Real Property.
- 1.11 TITLE INSURANCE: An owner's policy of title insurance issued on the Title Commitment, having an effective date as of the recording of the conveyance insuring title in accordance with standards set forth in Section 4.1.

ARTICLE 2 TERMS AND CONDITIONS OF PURCHASE AND SALE

2.1 PURCHASE PRICE:

CITY, as purchaser, agrees to pay as and for the total purchase price for the Property in the manner and at the times hereinafter specified the total sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), subject to the prorations, credits, and adjustments hereinafter specified in this Contract.

2.2 PROCEEDS OF SALE; SATISFACTION OF ENCUMBRANCES:

- 2.2.1 The proceeds of sale, adjusted for prorations, credits or other closing related charges, if any, shall be disbursed by the closing agent at closing in the form of a trust or escrow account check drawn locally from a bank in Broward County and payable to SELLER.
- 2.2.2 Any and all mortgages, liens and encumbrances or claims or any other debts, affecting the title to the Property ("Encumbrances"), which are outstanding on the date of closing shall be discharged and satisfied from the proceeds of the sale at closing and such additional amounts paid by SELLER as may be necessary. CITY or CITY's designated closing agent or attorney shall cause to be issued separate checks payable to the respective mortgagors, lienees, lienors or encumbrancers, the aggregate of which shall not exceed the purchase price less proration or other credits. The closing agent or attorney shall arrange to exchange such checks for the instruments necessary to satisfy such Encumbrances.
- 2.2.3 The SELLER acknowledges and agrees that any payments due as provided in this Section 2.2 shall not be paid from ad valorem taxes nor shall such taxes be pledged or committed for any payment due SELLER. Further, there shall be no pledge of CITY property or otherwise to secure such payments to SELLER nor any mortgage or right to foreclose on the Property to be conveyed by SELLER to CITY or on any property owned by CITY.

2.3 ADDITIONAL OBLIGATIONS OF SELLER

- 2.3.1 SELLER agrees to deliver possession of the Property to CITY on the date of closing. The Property shall be vacant at the time of such delivery.
- 2.3.2 SELLER grants to CITY the right to enter on the Property to perform, or have performed, such inspections, surveys and studies of the Property as CITY may elect including, without limitation, an environmental audit of the Property, and SELLER agrees to provide CITY with such information as may reasonably be requested which is in the possession of SELLER in connection with such investigations. CITY shall have forty-five (45) days from the Effective Date of this Contract (“Inspection Period”) within which to have such inspections and studies of the Property performed as CITY shall desire and utilities shall be made available by SELLER during the Inspection Period. In the event that the results of such investigations reveal conditions affecting the Property which are not acceptable to CITY, in its sole and absolute discretion, CITY may terminate this Contract by giving written notice to SELLER within thirty (30) days of the expiration of the Inspection Period.
- 2.3.3 Between the Effective Date and the date of closing, SELLER covenants and warrants to keep and maintain the Property in the same condition as it exists on the Effective Date, normal wear and tear excepted, and agrees that SELLER shall not enter into any contract for the Property, including without limitation any lease or tenancy, without the prior written consent of City Manager, which consent may be granted or withheld by CITY in its sole discretion.
- 2.3.4 The Parties acknowledge, understand and agree that, in consideration of the sale of the Property to CITY, the CITY has agreed to advance payment for all legal costs including, but not limited to, attorney’s fees and court costs including, but not limited to such as filing fees, publication costs, obtaining certified records and official death certificates, up to and including the date of Closing. The Parties agree that, if the City Attorney’s Office serves as primary litigation counsel in the proposed legal actions, the attorney’s fee shall not exceed Eight Thousand Dollars (\$8,000.00); the SELLER is free, at any time, to retain their own counsel. All advance payments by the CITY will be charged to the SELLER at the time of Closing. Notice of such payments will be made periodically to SELLER and upon SELLER’s request. The advanced payment by CITY specifically discussed above is solely related to the Parties agreement. The Parties have agreed to file a Petition for Formal Administration and Complaint for Quiet Title, and related legal actions, to satisfy outstanding title matters, to enable SELLER to convey the Property, and to ensure CITY’s marketable title to the Property.
- 2.3.5 Parties acknowledge and understand that the CITY intends to advance payments as discussed in Subsection 2.3.4, however, following conveyance of Property to CITY by SELLER, the SELLER agrees to permit the City Attorney’s Office to withdraw as counsel in the then pending legal actions and to retain its own counsel to continue the outstanding legal actions as required.

- 2.3.6 CITY reserves the right, during the term of this Contract, to refuse to advance payments for any costs not required to satisfy outstanding title matters, enable SELLER's ability to convey the Property, and ensure CITY's marketable title to the Property.
- 2.3.7 SELLER agrees to cooperate with CITY in all legal actions, including probate of the estate and quiet title action. If the Property is not conveyed to CITY or the parties do not close on purchase of Property, all parties agree that CITY shall be compensated for all payments for attorney fees and costs advanced on behalf of the SELLER to satisfy outstanding title matters and to enable SELLER to convey marketable title to the Property to the CITY including, but not limited to, the imposition of a lien..
- 2.4 REPRESENTATIONS AND WARRANTIES OF SELLER: In addition to the representations and warranties contained elsewhere in this Contract, SELLER represents and warrants to CITY, as of the date SELLER executes this Contract and as of the closing date, as follows:
- 2.4.1 SELLER warrants and represents to CITY that Mamie Jane Taylor, the fee simple owner of the Property, died on September 15, 1995, at the age of 68, residing on the Property as her homestead. Joe Taylor and Lucille Taylor, SELLER, are the only living children of Mamie Jane Taylor; although several unknown lineal descendants are believed to be living. The Property originally contained a building that was the Taylor home; however, the building was later demolished in 2014.
- 2.4.2 SELLER warrants and represents to CITY that there are no contracts or agreements, whether written or oral, regarding the use, development, maintenance, or operation of the Property which will survive the closing, other than the contracts or agreements listed in Exhibit "B" hereto, and further that SELLER has provided CITY with true and correct copies of each such written contract or agreement, and any modifications and amendments thereof, or with written summaries of any such oral agreements. If CITY, in its sole and absolute discretion, determines that said contracts or agreements are unsatisfactory, CITY may at its option: (1) terminate this Contract by written notice to the SELLER within thirty (30) days of the delivery of such contracts or agreements to CITY; (2) request that the SELLER modify the terms and conditions of the existing contracts or agreements to a form and content acceptable to CITY; or, (3) proceed to close accepting the contracts or agreements as they are.
- 2.4.3 SELLER covenants and warrants that there is ingress and egress to the Property over public roads, and title to the Property is insurable in accordance with Section 3.2 without exception for lack of legal right of access.
- 2.4.4 SELLER warrants that there are no facts known to SELLER materially affecting the value of the Property that are not readily observable by CITY or that have not been disclosed to CITY.

ARTICLE 3
EVIDENCE OF TITLE AND TITLE INSURANCE

3.1 **EVIDENCE OF TITLE:**

3.1.1 SELLER shall, at SELLER's expense, on or before fifteen (15) days from the Effective Date, deliver an existing prior Owner's or First Mortgagee Title Insurance Policy qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price of the Real Property ("Prior Policy") together with copies of all exceptions, if requested. SELLER shall, at SELLER's option, pay for either: (1) an abstract continuation or; (2) a computer title search, from the effective date of the prior Owner's Policy or in the case of a First Mortgagee Title Insurance Policy from the date of recording the deed into the mortgage. The abstract continuation or title search shall be ordered or performed by CITY's closing agent; or

3.1.2 If a prior policy described in Paragraph 3.1.1 above is not available, then SELLER shall, at SELLER's option, provide and pay for either: (1) an alternative title evidence which is acceptable to CITY's title insurance underwriter; or (2) a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to CITY, upon recording of the deed to CITY, an Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring CITY's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by SELLER at or before Closing.

3.2 **INSURANCE OF TITLE:** CITY may obtain, at CITY's expense and in reliance on the Evidence of Title referred to in Paragraph 3.1.1 of Section 3.1, a Title Commitment from a title agent selected by CITY, pursuant to which the title insurer agrees to issue to CITY, upon the recordation of the deed hereafter mentioned, an owner's policy of title insurance in the amount of the purchase price, insuring CITY's marketable title to the Property, subject only to matters contained in Section 4.1 and those to be discharged by SELLER at or before closing.

3.3 CITY shall have thirty (30) days from the date of receiving the Evidence of Title to examine the Title Base, the computer title search update, or the Title Commitment. If title is found to be defective, CITY shall within such period notify the SELLER in writing, specifying the defects. If the said defects render the title unmarketable, SELLER shall have a period of thirty (30) days from the receipt of such notice to cure or remove such defects, and SELLER agrees to use diligent efforts to cure or remove same. If, at the end of such period, SELLER has been unable to cure or remove the defects, CITY shall deliver written notice to SELLER either:

- (1) accepting the title as it then is; or
- (2) extending the time for a reasonable period not to exceed 120 days within which SELLER shall use diligent effort to cure or remove the defects; or

- (3) terminating this Contract, whereupon the CITY and SELLER shall be released of all further obligations under this Contract.
- 3.3.1 If CITY elects to proceed pursuant to Section 3.3(2), then SELLER shall, use diligent effort to correct defect(s) within the extended time provided. If SELLER is unable to timely correct the defect(s), CITY shall, within 5 days after expiration of the extended time provided, deliver written notice to seller either:
 - (1) accepting the title as it then is; or
 - (2) terminating this Contract, whereupon the CITY and SELLER shall be released of all further obligations under this Contract.
- 3.4 SELLER shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications as contained in Section 4.1. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law.
- 3.5 Notwithstanding the above requirements, the CITY shall engage in efforts to satisfy outstanding title matters, enable SELLER's ability to convey the Property, and ensure CITY's marketable title to the Property consistent with legal actions recommended in Article 2 of this Agreement.

ARTICLE 4 **CONVEYANCES**

- 4.1 SELLER shall convey marketable title to the Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of SELLER, subject only to the following matters ("Acceptable Exceptions") and those otherwise accepted by CITY:
 - (1) Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
 - (2) Restrictions and matters appearing on the plat or otherwise common to the subdivision;
 - (3) Outstanding oil, gas and mineral rights of record without right of entry;
 - (4) Unplatted public utility easements of record;
 - (5) Real property taxes for the year of Closing and subsequent years; and,
 - (6) Provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property.
- 4.2 At closing SELLER shall also deliver to CITY the following documents:

- (1) Mechanic's Lien Affidavit and Foreign Investment in Real Property Tax Act ("FIRPTA") Affidavit;
- (2) Such other documents as shall be reasonably requested by CITY (including, but not limited to, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignment of leases, tenant and mortgagee estoppel letters, and corrective instruments) in order for SELLER to convey marketable title to CITY and properly transfer all of the rights being sold in accordance with this Contract;
- (3) Evidence of authority to Convey the Property satisfactory to CITY; and,
- (4) The public disclosure certificate required by Section 13.1 hereof.

ARTICLE 5
PRORATION AND ADJUSTMENT

5.1 **PRORATION OF TAXES:**

- 5.1.1 Real estate and personal property taxes applicable to the Property shall be prorated based on the official tax bill(s) for the current year. If not paid, SELLER shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the calendar years preceding the year of closing by or at closing.
- 5.1.2 In the event the date of closing shall occur between January 1 and November 1, SELLER shall, in accordance with Florida Statute Section 196.295, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the Property.
- 5.1.3 All governmental assessments certified prior to the closing date, general or special, shall be paid by SELLER prior to or at closing, and CITY shall not be obligated to pay such assessments.

5.2 **GENERAL PRORATIONS:**

Any rents, revenues, and liens, or other charges to be prorated, shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

ARTICLE 6
EXISTING MORTGAGES, LEASES AND CONTRACTS

- 6.1 **MORTGAGES:** SELLER shall obtain and furnish at SELLER's expense, not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien, or encumbrance affecting the title to the Property. Any estoppel letter or statement shall set forth the amount of principal, interest, and/or penalties necessary to be

paid to fully discharge such mortgage, lien, or encumbrance, or to release the Property from the lien of such mortgage.

6.2 LEASES, OPTIONS, CONTRACTS AND OTHER INTERESTS:

6.2.1 SELLER represents and warrants to CITY that there are no party(ies) in possession other than SELLER, leases (written or oral), options to purchase or contracts for sale covering all or any part of the Property, no party(ies) having ownership of any improvements located on the Property and no party(ies) having any interest in the Property or any part hereof except as set forth on Exhibit "B." If there are none, then Exhibit "B" shall state "NONE." SELLER represents and warrants that SELLER has previously furnished to CITY copies of all written leases, options and contracts for sale, estoppel letters from each tenant specifying the nature and duration of said tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant and estoppel letters from each optionee, contract vendors and all others listed on Exhibit "B" (if any) describing in such detail as requested by CITY the nature of their respective interests. In the event SELLER is unable to obtain said estoppel letters, SELLER represents and warrants that SELLER has furnished the same information, true and correct, to CITY in the form of a SELLER's affidavit.

6.2.2 From the date of SELLER's execution hereof, SELLER represents and warrants to CITY that SELLER shall not enter into any lease (oral or written), option to purchase, contract for sale or grant to any person(s) (natural or artificial) any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, without the prior written consent of CITY which consent may be granted or withheld by CITY in its sole discretion.

6.2.3 SELLER agrees that it will take all necessary action, including the expenditure of all reasonable sums of money, to terminate any and all leases, rights of occupancy, options to purchase, contracts for sale and interest(s) of any other person(s) (natural or artificial) in and to the Property, so that at closing the SELLER will convey the Property to the CITY free and clear of any such items and furnish to the CITY written evidence of such termination, and provide to CITY at closing an affidavit. Further, SELLER's obligation hereunder shall be a condition precedent to the closing of this transaction.

ARTICLE 7
TIME AND PLACE OF CLOSING

7.1 It is agreed that this transaction shall be closed and the CITY shall pay the purchase price, as adjusted and as provided in this Agreement, and execute all papers or documents necessary to be executed by CITY, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this Contract, on or before the 240th day after the Effective Date or such date as the legal actions are sufficiently concluded or positioned to permit the conveyance of marketable title to the CITY, at the Pompano Beach City Attorney's Office, located at 100 West Atlantic Blvd., Pompano

Beach, Florida, or at such earlier time or other place as CITY may designate. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon CITY's rights under this Contract, including without limitation its rights under paragraph 7.2 hereof, its right to examine the Title Base and computer title search update, Title Commitment, and Survey, or as a limitation of other time established herein for CITY's benefit. The City Manager, without City Commission approval, may approve extensions to the time for closing.

7.2 CITY shall have no obligation to close this transaction unless the following conditions hereinafter have been satisfied or have been waived in writing by CITY:

- (1) All representations, warranties and covenants of the SELLER herein shall be true and correct as of the closing date.
- (2) Between the date of this Contract and the closing date, there shall have been no notice of intention to condemn the Property or any portion thereof.
- (3) SELLER shall have obtained any consents, special exceptions, variances, etc. that may be required as a matter of law to permit CITY to own and occupy the Property for its intended purposes, and the same shall be final, binding, not subject to appeal, and in all other respects satisfactory to CITY.
- (4) There shall be no environmental hazards on the Property which would require CITY to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of closing.
- (5) The status of title to the Property shall not have changed in a manner which adversely affects the use of the Property for CITY's intended use or renders the title unmarketable from date of approval of same by title agent and/or CITY's counsel in accordance with this Contract.
- (6) An affidavit of SELLER regarding environmental matters in the form attached as Exhibit "C" hereto is delivered at closing.
- (7) All security codes and keys, if any, are turned over to CITY at closing.

7.3 In the event that at the time of closing any of SELLER's representations and warranties hereunder shall not be true or any condition exists which would allow CITY to terminate this Contract, CITY may deliver to SELLER written notice thereof, and SELLER, using reasonable diligence, shall have thirty (30) days from receipt of such notice to cure such defects. The closing shall, if necessary, be adjourned for a period of thirty (30) days to provide SELLER time within which to render such warranties and representations true and/or cure and remove such other matters so affecting the Premises, as the case may be. If such warranties and representations shall not be rendered true and/or such other matters shall not be cured and removed, CITY may, by notice to SELLER, elect to (a) cancel and terminate this Contract, or (b) accept title to the Property as is.

ARTICLE 8
DOCUMENTARY STAMPS, TANGIBLE TAXES AND OTHER COSTS

- 8.1 SELLER shall cause to be placed upon the warranty deed conveying the Property state surtax and documentary stamps as required by law. SELLER shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which CITY deems necessary to assure good and marketable title. CITY shall pay for the cost of recording the warranty deed.
- 8.2 Except as specifically provided in Section 8.1 hereof, all state, county and municipal transfer taxes, documentary stamps taxes, recording charges, taxes, and all other impositions on the conveyance, shall be paid in full by the SELLER. CITY is in no manner responsible for any state, federal or other income, excise, or sales tax liabilities of SELLER.
- 8.3 Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing Insurance of Title in accordance with Section 3.2.

ARTICLE 9
SPECIAL ASSESSMENT LIENS

- 9.1 Liens for Special Assessment shall be paid by SELLER prior to closing or credited to CITY, as hereinafter provided.

The amount of certified, confirmed, and ratified special assessment liens imposed by public bodies as of Closing shall be discharged by SELLER prior to closing, and SELLER shall exhibit appropriate receipts, satisfactions, or releases proving such payment, or in the alternative SELLER shall cause said lien(s) to be satisfied out of the proceeds of sale received by SELLER at closing.

Pending liens as of Closing shall be assumed by CITY with an appropriate credit given to CITY against the purchase price. At such time as the final amount of said lien is determined or certified and said amount is less than the amount of the pending lien, the difference in amounts shall be refunded to SELLER; if the final amount is greater than the amount of the pending lien, SELLER shall upon demand pay to CITY the difference in amounts.

ARTICLE 10
SURVEY

- 10.1 CITY, at CITY's expense, within the time allowed to deliver Title Base and review same, may have the Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, Contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

ARTICLE 11
MECHANICS' LIENS

- 11.1 SELLER hereby represents and warrants to CITY that as of the date hereof and as of closing, there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither SELLER nor SELLER's agent has caused to be made on the Property within ninety (90) days immediately preceding the date of this Contract any improvement which could give rise to any Mechanics' Lien. In addition, SELLER represents and warrants to CITY that neither SELLER nor SELLER's agent shall cause any improvement to be made on the Property between the date of full execution of this Contract and closing which could give rise to any Mechanic's Lien for which any bills shall remain unpaid at closing. SELLER shall furnish to CITY at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claim of lien, or potential lienors known to seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of Closing.
- 11.2 If any improvements have been made within said ninety (90) day period, SELLER shall deliver releases or waiver of all mechanics' liens executed by all general contractors, subcontractors, suppliers and material persons in addition to SELLER's mechanic lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material persons, further affirming that all charges for improvements or repairs, which could serve as a basis for a construction lien or a claim for damages, have been paid or will be paid at the Closing on this Contract.

ARTICLE 12
TIME OF THE ESSENCE

- 12.1 Time is of the essence throughout this Contract. In computing time periods of less than six (6) 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 p.m. of the next business day.

ARTICLE 13
PUBLIC DISCLOSURE

- 13.1 SELLER hereby represents and warrants the names and addresses of every person or firm having a beneficial interest in the Property is as follows:

Seller, please list names and addresses here

Joe Taylor
417 NW 5th Street Unit #10
Pompano Beach, FL 33060

Lucille Taylor
417 NW 5th Street Unit #5
Pompano Beach, FL 33060

SELLER further agrees that at least ten (10) days prior to closing, in accordance with Section 286.23, Florida Statutes, SELLER shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and

address of SELLER and the name and address of every person having any beneficial interest in the Property.

ARTICLE 14
BROKER'S COMMISSION

- 14.1 SELLER and CITY hereby represent and warrant that each has dealt with no broker respectively, and SELLER agrees to hold CITY harmless from any claim or demand for commissions made by or on behalf of any broker or agent of SELLER in connection with this sale and purchase. SELLER agrees to pay all real estate commissions in connection with this transaction.

ARTICLE 15
ASSIGNMENT

- 15.1 This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by SELLER or CITY without the prior written consent of the other and only by a document of equal dignity herewith.

ARTICLE 16
DEFAULT

- 16.1 If SELLER refuses to carry out the terms and conditions of this Contract, then this Contract may be terminated at CITY's election, upon written notice, or the CITY shall have the right to seek specific performance against SELLER. In the event the CITY refuses to carry out the terms and conditions of this Contract, SELLER shall have the right to terminate this Contract or to seek specific performance against CITY.

ARTICLE 17
PERSONS BOUND

- 17.1 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, the singular, and the use of any gender shall include all genders.

ARTICLE 18
SURVIVAL OF COVENANTS AND SPECIAL COVENANTS

- 18.1 The covenants and representations in this Contract shall survive delivery of deed and possession.

ARTICLE 19
WAIVER, GOVERNING LAW AND VENUE AND ATTORNEY'S FEES

- 19.1 Failure of either party to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right herein contained, shall not be construed as a waiver or

relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Contract shall be waived or modified except by the Parties hereto in writing.

- 19.2 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Broward County, Florida. SELLER and CITY hereby waive their right to a trial by jury.
- 19.3 In any litigation, including breach, enforcement, or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Section, shall include SELLER, CITY, and any brokers acting in agency or non-agency relationships authorized by Chapter 475, Florida Statutes, as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses. This section shall survive delivery of deed and possession.

ARTICLE 20
MODIFICATION

- 20.1 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 20.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 21
CONTRACT EFFECTIVE

- 21.1 This Contract or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the Parties hereto until it is approved by the CITY Commissioners and executed by the CITY's Mayor, Manager, and attested to by Clerk and approval as for form by City Attorney.

ARTICLE 22
ENVIRONMENTAL CONTAMINATION

- 22.1 In the event that the environmental audit provided for in Section 2.3.2 hereof results in a finding that environmental contamination of the Property is present or suspected or a recommendation that a Phase 2 audit be conducted, or if there has been environmental contamination of the Property between the Effective Date and the closing, the CITY, at its sole option, may: (1) elect to terminate this Contract without further liability; or, (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify SELLER of the cost estimate in writing, in which event the SELLER shall have the option of:

- (1) cleaning up the environmental contamination itself; or
 - (2) reducing the purchase price of the Property by the amount of the cost estimate; or
 - (3) terminating the contract with no further liability on the part of either party.
- 22.2 In the event that environmental contamination is discovered after closing, and it is determined that said contamination occurred prior to closing or is otherwise attributable to SELLER's ownership and/or use of the subject property prior to and up to the time of closing, SELLER shall remain obligated, with such obligation to survive delivery of the deed and possession by CITY, to diligently pursue and accomplish the clean-up of the environmental contamination.
- 22.3 In the event that SELLER undertakes any environmental remediation pursuant to Sections 22.1 or 22.2, all such remediation shall be done in a manner consistent with all applicable laws, rules, regulations and ordinances and at SELLER's sole cost and expense, and SELLER shall indemnify and save harmless and defend CITY, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from the environmental contamination. SELLER shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the CITY as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which the environmental contamination is alleged to be a contributing legal cause. SELLER shall save the CITY harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.
- 22.4 SELLER represents and warrants to CITY that as of the Effective Date and as of closing that neither SELLER, nor to the best of SELLER's knowledge any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property.

ARTICLE 23 **RADON GAS**

- 23.1 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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.

ARTICLE 24 **FURTHER UNDERTAKING**

- 24.1 The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as

may be reasonably necessary or appropriate to carry out the purpose and intent of this Contract.

ARTICLE 25
NOTICES

- 25.1 Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx, UPS, etc., and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

FOR CITY Before and After Closing:

Gregory P. Harrison, City Manager
100 W Atlantic Blvd, Room 465
Pompano Beach, Florida 33060
Email: Greg.Harrison@copbfl.com

FOR SELLER Before and After Closing:

Joe Taylor
417 NW 5th Street Unit #10
Pompano Beach, FL 33060

ARTICLE 26
EXECUTION

- 26.1 This document, consists of twenty four (24) pages including Exhibits "A," "B," and "C". The Contract for Sale and Purchase shall be executed in at least two (2) counterparts, (excluding the exhibits) each of which shall be deemed an original.

THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK

“CITY”

WITNESSES:

CITY OF POMPANO BEACH

BY: _____
REX HARDIN, MAYOR

BY: _____
GREGORY P. HARRISON
CITY MANAGER

DATED: _____

ASCELETA HAMMOND
CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 10, less the North 5 feet thereof, and the West 20 feet of Lot 11, less the North 5 feet thereof, Block 4, SHEWMAKE PARK according to the Plat thereof as recorded in Plat Book 2 at Page 52 of the Public Records of Broward County, Florida.

Folio No.: 4842 35 19 0440

Address: 420 NW 6 Street, Pompano Beach, FL 33060

EXHIBIT "B"

**LEASES, OPTIONS, CONTRACTS
AND OTHER INTERESTS**

NONE

SELLER

Signed, sealed and delivered
in the presence of:

Signature Witness 1

Joe Taylor

Print/Type Name Witness 1

Signature Witness 2

Print/Type Name Witness 2

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence
or online notarization, this _____ day of _____, 20____, by
_____, who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Commission Number

Signature Witness 1

Lucille Taylor

Print/Type Name Witness 1

Signature Witness 2

Print/Type Name Witness 2

_____ day of _____, 20____.

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Commission Number