

RESOLUTION NO. 2025-__

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN THE CRA AND NAVA BROOKS, CYNTHIA LEWIS, LUCILLE KING, GREGORY B. KING AND WALLACE S. KING FOR THE PROPERTY AT 1651 NW 15 AVENUE, POMPANO BEACH, FL 33069 IN THE AMOUNT OF \$250,000.00; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The proper officials are authorized to execute the Contract for Sale and Purchase between the CRA and Nava Brooks, Cynthia Lewis, Lucille King, Gregory B. King and Wallace S King for purchase of one (1) parcel located at 1651 NW 15 Avenue, in Pompano Beach, Florida, more specifically identified as Broward County Property Appraiser folio 4842 27 00 0487 in the amount of \$250,000.00 (the Contract), in substantial conformity to the copy attached as Exhibit “A,” and subject to final approval of the CRA Attorney, and to execute such other documents necessary to effectuate the closing.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 16th day of September, 2025.

**_____
REX HARDIN, CHAIRPERSON**

ATTEST:

**_____
KERVIN ALFRED, SECRETARY**

CONTRACT FOR SALE AND PURCHASE

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

**NAVA BROOKS, CYNTHIA LEWIS, LUCILLE KING,
GREGORY B. KING AND WALLACE S. KING**, 1651 NW 15th
Avenue, Pompano Beach, FL 33069, hereinafter referred to as
("**SELLER**"),

and

**POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY**, a public body corporate and politic created pursuant to
Part III of Chapter 163, Florida Statutes, whose address for purposes
of notice under this Contract is 100 West Atlantic Boulevard, Room
465, Pompano Beach, Florida 33060 ("**CRA**"),

collectively referred to as the Parties.

The Parties agree that SELLER shall sell and CRA 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 hereto 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 improvements existing thereon, 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 SELLER's right, title and interest in the following intangible property (the "**Intangible Property**"): signage rights, deposits, contract rights (which CRA may or may not elect to assume in CRA's sole discretion), development rights, water rights, entitlements, permits and licenses, to the extent solely pertaining to the Real Property or the use thereof; all plans, specifications, site plans, permits and any other governmental approvals to the extent solely pertaining to the planning, design, permitting, construction, approvals, ownership and/or operation of 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 DIRECTOR: Whenever the term Director is used herein, it is intended to mean the CRA Director or his/her appointee. In the administration of this Contract, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Director or the Director's deputy or designee.
- 1.2 CLOSING: Thirty (30) days following the later to occur of (i) the end of the Inspection Period, and (ii) satisfaction or CRA's waiver of all Conditions to Close, unless a different date is mutually agreed upon by the parties in writing. In the event the Closing is not a Business Day, then the Closing shall be extended to the next Business Day. The parties contemplate that Closing will be conducted via mail-away delivery of the executed transaction documents and other deliverables, if any, on the day of Closing.
- 1.3 CLOSING AGENT: Guaranteed Florida Title, Escrow & Abstract, Inc.
- 1.4 COMMISSIONERS: The Pompano Beach Mayor and City Commissioners, which are the governing body of the City of Pompano Beach, and also serve as the Chairperson and Board of Directors of the Pompano Beach Community Redevelopment Agency.
- 1.5 CONVEYANCE: Whenever the term Conveyance is used herein, it shall mean a warranty deed in statutory form properly executed, witnessed and acknowledged.
- 1.6 POMPANO BEACH CRA: A body corporate and politic created pursuant to Chapter 163 of the Florida Statutes.
- 1.7 EFFECTIVE DATE: The date upon which this Contract is last executed by the Parties hereto.
- 1.8 PUBLIC RECORDS: Whenever the term Public Records is used herein, it shall mean the Public Records of Broward County, Florida.
- 1.9 SELLER: Whenever the term SELLER is used herein, it shall mean the person or entity owning fee simple title to the Real Property and any agent or designee to whom SELLER has delegated authority to negotiate or administer the terms and conditions of this Agreement.
- 1.10 SPECIAL ASSESSMENT LIENS: Whenever the term Special Assessment Liens is used herein, 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, CRA 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. Said 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 thereto.

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 hereby defined as a lien which has been certified, confirmed or ratified pursuant to the statute, special act, ordinance, or resolution creating same as of the Closing 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 as of the Closing, causing said 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.

- 1.11 SURVEY: Whenever the term Survey is used herein, it shall mean a survey certified to "Pompano Beach Community Redevelopment Agency" by a professional land surveyor registered in and licensed by the State of Florida.
- 1.12 TITLE: Whenever the term Title is used herein, it shall mean fee simple title, free and clear of all liens, charges and encumbrances, other than Permitted Exceptions, as defined in Section 4.1 of this Contract, if any.
- 1.13 TITLE AGENT: Guaranteed Florida Title, Escrow & Abstract, Inc.
- 1.14 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 ("**Title Company**") acceptable to CRA. If a prior policy is unavailable as a title base, then any alternate title base that is acceptable to CRA's title insurance underwriter.
- 1.15 TITLE COMMITMENT: A commitment or binder for an owner's policy of title insurance written on a company acceptable to CRA, 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.
- 1.16 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:

CRA, as purchaser, agrees to pay as and for the total purchase price for the Property in the manner and at the times specified below the total sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**, subject to the prorations, credits, and adjustments hereinafter specified.

2.2 PROCEEDS OF SALE; SATISFACTION OF ENCUMBRANCES:

- (a) 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 from a federally insured bank having offices in Broward County and payable to SELLER or via wire transfer.
- (b) 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. CRA or Closing Agent shall cause to be issued separate checks or wire transfers 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 shall arrange to exchange such funds for the instruments necessary to satisfy such Encumbrances.
- (c) There shall be no pledge of CRA property or otherwise to secure said payments to SELLER nor any mortgage or right to foreclose on the Property to be conveyed by SELLER to CRA or on any property owned by CRA.

2.3 ADDITIONAL OBLIGATIONS OF SELLER

- (a) SELLER agrees to deliver possession of the Property to CRA on the date of Closing. The Property shall be vacant at the time of such delivery.
- (b) Commencing on the Effective Date and continuing until Closing or earlier termination of this Contract, SELLER hereby grants to CRA the right to enter on the Property to perform, or have performed, such inspections, Surveys and studies of the Property as CRA may elect including, without limitation, an environmental audit of the Property, geotechnical studies, traffic studies, and soils and other inspections and studies of the Property, and SELLER agrees to provide CRA with such information as may reasonably be requested which is in the possession of SELLER in connection with such investigations. CRA shall have thirty (30) days from the Effective Date of this Contract ("**Inspection Period**") within which to have such inspections and studies of the Property performed as CRA shall desire and utilities shall be made available by SELLER, at no cost to CRA, during the Inspection Period. CRA may terminate this Contract (for any or no reason in

CRA's sole discretion) by giving written notice of termination to SELLER on or before 11:59 p.m. EST on the thirtieth (30th) day following the expiration of the Inspection Period, which notice may be sent via email to those listed Article 25 .

- (c) 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 thereof, without the prior written consent of Director, which consent may be granted or withheld by CRA in its sole discretion. In the event that all or any portion of the Property shall be taken for condemnation or under the right of eminent domain or damaged by casualty before the Closing, CRA may, at its option, by delivering written notice thereof to SELLER within twenty (20) days after SELLER notifies CRA of such condemnation, either (a) terminate this Contract, or (b) proceed to Closing pursuant to the terms hereof, in which event SELLER shall assign to CRA any right it may have to receive proceeds attributable to the Property from such condemnation or eminent domain proceeding or insurance, as applicable, and there shall be no reduction in the Purchase Price. Failure by CRA to timely provide such written notice shall be deemed an election to terminate this Contract.
- (d) As part of the closing documents SELLER will execute Right-of-Way Deed, prepared by the City of Pompano Beach, to convey the required right-of-way to the City of Pompano Beach for folio 4842 27 00 0494.

2.4 REPRESENTATIONS AND WARRANTIES OF SELLER: In addition to the representations and warranties contained elsewhere in this Contract, SELLER hereby represents and warrants to CRA, as of the date SELLER executes this Contract and as of the date of Closing, as follows:

- (a) SELLER warrants and represents to CRA that SELLER is the owner of fee simple title to the Property and that no consents of any third party are required in order for SELLER to convey title to the Property to CRA as provided herein.
- (b) SELLER warrants and represents to CRA 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 CRA 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 CRA, in its sole and absolute discretion, determines that said contracts or agreements are unsatisfactory, CRA 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 CRA; (2) require that the SELLER terminate or modify the terms and conditions of the existing contracts or agreements to a form and content acceptable to CRA; or (3) proceed to Closing accepting the contracts or agreements as they are.

- (c) SELLER covenants and warrants that there is unimpeded 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.
- (d) SELLER warrants that there are no facts known to SELLER materially affecting the value of the Property that are not readily observable by CRA or that have not been disclosed to CRA.
- (e) There are no actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings or condemnation proceedings, pending and served upon SELLER or, to SELLER's knowledge, pending and unserved or threatened, against or involving SELLER, or the Property.
- (f) SELLER has received no notice and has no knowledge of any violation of any zoning, building, safety, health, environmental, subdivision or other statutes, ordinances, regulations, rules, covenants, conditions or restrictions affecting the Property or the use thereof.
- (g) SELLER has been duly organized or formed, is validly existing and is in good standing under the laws of the State of Florida. The persons executing this Contract and the documents contemplated at Closing are duly authorized so as to fully and firmly bind SELLER thereto. SELLER has the full right and authority and has obtained all consents required to enter into this Contract and consummate the purchase and sale transaction contemplated hereby. SELLER has not (a) filed or had filed against it in any court or with any governmental body a petition in bankruptcy or insolvency, (b) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial part of its assets or (c) made an assignment for the benefit of its creditors. SELLER is not insolvent and will not be rendered insolvent by the performance of its obligations under this Contract. This Contract and the consummation of the transactions contemplated hereby do not violate any contract, agreement, order, judgment or decree to which SELLER is a party or which it or any of its property is bound. This Contract and all of the documents to be delivered by SELLER at Closing have been duly authorized and properly executed and will constitute the valid and binding obligations of SELLER when so executed by SELLER.
- (h) There are, and shall at Closing be, no employees, and no employment agreements, union agreements or employment benefit plans which affect the Property.
- (i) SELLER and each person or entity owning an interest in SELLER is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (C) not an "Embargoed Person," and (D) in compliance with the requirements of the Bank

Secrecy Act, 31 U.S.C. §§ 5311, et. seq. None of the funds or other assets of SELLER constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), and no Embargoed Person has any interest of any nature whatsoever in SELLER (whether directly or indirectly). The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders regulations promulgated thereunder.

ARTICLE 3

EVIDENCE OF TITLE AND TITLE INSURANCE

- 3.1 **EVIDENCE OF TITLE:** To the extent in SELLER's possession, SELLER shall, at SELLER's expense, on or before five (5) 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 ("Prior Policy") together with copies of all exceptions thereto, if requested. SELLER shall pay Title Examination Fee.
- 3.2 **INSURANCE OF TITLE:** CRA may obtain, at CRA's expense and in reliance on the Prior Policy, if available, a current ALTA standard owner's policy commitment for title insurance ("**Title Commitment**") together with copies of all exception documents referred to therein, pursuant to which the title insurer agrees to issue to CRA, upon the recordation of the deed hereafter mentioned, an owner's policy of title insurance in the amount of the Purchase Price, insuring CRA's marketable title to the Property, subject only to Permitted Exceptions and those requirements and exceptions to be discharged by SELLER at or before Closing.
- 3.3 CRA shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) the Title Commitment; (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Title Commitment; and (C) a Survey on which all easements and other title matters capable of being plotted have been so plotted. CRA shall have until 11:59 P.M. EST on the thirtieth (30th) day following the end of the Inspection Period to give SELLER written notice ("**CRA's Title Notice**") of CRA's approval or disapproval of the Title Documents, which approval or disapproval shall be in CRA's sole and absolute discretion; provided, however, that CRA shall be deemed, whether with or without written notice, to have objected to all monetary liens created by, through or under SELLER or assumed by SELLER, and taxes and assessments which are then due and payable (excluding current, non-delinquent taxes and assessments) (collectively, "**Monetary Liens**"). In the event that CRA's Title Notice disapproves of any matter of title shown in the Title Documents, SELLER shall have a period of thirty (30) days from the receipt of such notice to cure or remove such objections from title to the Property, and SELLER agrees to use diligent efforts to cure or remove same. If, at the end of said period, SELLER has been unable to cure or remove the objections, CRA shall deliver written notice to SELLER either:

- (1) accepting the title as it then is, in which case the uncured objections shall be deemed Permitted Exceptions; or
- (2) extending the time to cure for a reasonable period not to exceed 120 days within which CRA may, but shall not be obligated to, attempt to cure or remove the objection at SELLER's cost; or
- (3) terminating this Contract, whereupon the CRA and SELLER shall be released of all further obligations under this Contract.

3.4 Failure of CRA to take either one of the actions described in clause (1), (2) or (3) in the previous sentence shall be deemed to be CRA's election to take the action described in clause (3). If CRA elects to extend the time to cure pursuant to Section 3.3(2) above, but is unable to timely correct the defect(s), CRA shall, within ten (10) Business Days after expiration of the extended time provided, deliver written notice to SELLER either:

- (1) accepting the title as it then is in which case the uncured objections shall be deemed Permitted Exceptions; or
- (2) terminating this Contract, whereupon the CRA and SELLER shall be released of all further obligations under this Contract.

Failure of CRA to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be CRA's election to take the action described in clause (2). If this Contract is terminated pursuant to Section 3.3 or Section 3.4, above, except as otherwise provided in this Contract, SELLER and CRA will have no further obligations or rights to one another under this Contract.

- 3.5 Notwithstanding the foregoing, SELLER shall, at SELLER's sole cost and expense, remove, of record, by Closing, all liens (a) that constitute Monetary Liens and shall pay any and all associated prepayment penalties, make whole payments and defeasance costs, (b) that SELLER agreed to remove, and/or (c) arising after the Effective Date.
- 3.6 In the event that any subsequent update(s) of any Title Documents discloses any matters not set forth in the original Title Documents, then no later than ten (10) Business Days after CRA's receipt of such updated Title Documents, CRA shall have the right to approve, disapprove and require a cure of such matters in accordance with the procedures set forth above in Section 3.3 and Section 3.4, above, and the provisions set forth therein shall apply to such new matter.

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, free and clear of all liens and encumbrances, except those that are approved (or deemed approved) by CRA, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and current real property taxes and

assessments for the year in which the sale and purchase is closed, which shall be prorated as provided for elsewhere herein (collectively, "**Permitted Exceptions**").

4.2 At Closing SELLER shall also deliver to CRA the following documents:

- (1) A signed Seller's Affidavit in similar form of attached hereto Exhibit "C";
- (2) A signed Environmental Affidavit in the form attached hereto as Exhibit "D";
- (3) Such other documents as shall be reasonably requested by CRA (including, but not limited to, bill of sale, general assignment of Intangible Property, certificate of title, construction lien affidavit, owner's possession affidavit, assignment of leases (if applicable), tenant and mortgagee estoppel letters, and corrective instruments) in order for SELLER to convey marketable title to CRA and properly transfer all of the rights being sold in accordance with this Contract;
- (4) Evidence of authority to convey the Property satisfactory to CRA;
- (5) An executed closing statement setting forth the allocation of all closing costs, items to be prorated, purchase proceeds, and other customary closing disbursement allocations;
- (6) Possession of the Property as required under this Contract; and
- (7) The public disclosure certificate required by Article 13 hereof.

ARTICLE 5

PRORATION AND ADJUSTMENT

5.1 **GENERAL PRORATIONS:** At Closing, prorations of income and expenses and the apportionment of taxes (if applicable) shall be apportioned between SELLER and CRA based on a three hundred sixty-five (365) day year as of 11:59 p.m. on the day before the Closing Date on the basis that CRA owns the Property on the date of Closing. In the event of an extension of the date of Closing through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

5.2 **PRORATION OF TAXES:**

- (a) 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. Real estate and personal property taxes applicable to the Property for the year of Closing shall be prorated based on the official tax bill(s) for the year of Closing. If such official tax bill(s) have not yet been issued as of Closing, 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.
- (b) All governmental assessments certified prior to the date of Closing, general or special, shall be paid by SELLER prior to or at Closing, and CRA shall not be obligated to pay such assessments.

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:**
- (a) SELLER represents and warrants to CRA 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 CRA 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 CRA the nature of their respective interests. In the event SELLER is unable to obtain said all signed tenant estoppel letters, CRA may require, in CRA's sole discretion, that SELLER represent and warrant to CRA, in the form of a SELLER's lease affidavit, that all information contained in any unsigned tenant estoppel letter(s) is true and correct.
 - (b) From the date of SELLER's execution hereof, SELLER represents and warrants to CRA that SELLER shall not enter into any new lease (oral or written) or amend any existing 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 CRA which consent may be granted or withheld by CRA in its sole discretion.
 - (c) 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 CRA free and clear of any such items and furnish to the CRA written evidence of such termination, and provide to CRA at Closing an affidavit in the form attached hereto as Exhibit "C." 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 CRA shall pay the Purchase Price, as adjusted as provided herein, and execute all papers or documents necessary to be executed by CRA, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this Contract, on or before the date of Closing. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon CRA's rights under this Contract, including without limitation its rights under paragraph 7.2 hereof, its right to examine and object to matters set forth in the Title Documents, or as a limitation of other time periods established herein for CRA's benefit. The CRA Executive Director, without CRA Board approval, may approve extensions to the time for Closing.
- 7.2 CRA shall have no obligation to close this transaction unless the following conditions hereinafter have been satisfied or have been waived in writing by CRA, in its sole discretion (collectively, "**Conditions to Close**"):
- (1) All representations, warranties and covenants of the SELLER herein shall be true and correct as of the date of Closing.
 - (2) Between the date of this Contract and the date of Closing, there shall have been no notice of intention to condemn the Property or any portion thereof.
 - (3) There shall be no environmental hazards on the Property which would require CRA to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of Closing.
 - (4) The status of title to the Property shall not have changed in a manner which adversely affects the use of the Property for CRA's intended use or renders the title unmarketable from date of approval of same by Title Agent and/or CRA's counsel in accordance with this Contract.
 - (5) A signed Environmental Affidavit of SELLER in the form attached as Exhibit "D" hereto is delivered at Closing.
 - (6) A signed Right-of-Way Deed, prepared by the City of Pompano Beach, conveying the required right-of-way to the City of Pompano Beach for folio 4842 27 00 0494.
 - (7) SELLER shall have performed and complied, in all material respects, with all of the covenants and agreements herein contained which are required to be performed at or prior to the date of Closing and shall have tendered all deliveries to be made by SELLER hereunder.
 - (8) The Title Company shall be unconditionally committed to issue, immediately following the recording of the Deed, a title policy, with coverage in the amount of the Purchase Price, insuring CRA's fee estate in the Real Property subject only to

- (i) non-delinquent property taxes, (ii) the Permitted Exceptions, and (iii) any item voluntarily imposed by CRA at the Closing.
- (9) SELLER has delivered to CRA all tenant estoppel certificates required under this Contract, if any.
- (10) SELLER has delivered possession of the Property to CRA in the manner required under this Contract.
- 7.3 In the event any of the foregoing Conditions of Closing have not been satisfied by the sixtieth (60th) day following the expiration of the Inspection Period (the “**Anticipated Closing Date**”), CRA shall have the right, in its sole discretion, to either: (i) waive all unsatisfied Conditions of Closing and proceed to Closing without an adjustment of the Purchase Price, (ii) extend the time to cure for up to 120 days within which CRA may, but shall not be obligated to, attempt to satisfy all remaining Conditions of Closing, at SELLER’s cost; or (iii) terminate this Contract by written notice given to SELLER (with CRA’s failure to provide written notice of its election on or before the fifth (5th) Business Day following the Anticipated Closing Date being deemed an election to terminate the Contract), whereupon the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing Conditions of Closing have not been satisfied due to a default by SELLER hereunder, then CRA’s rights, remedies and obligations shall instead be determined in accordance with ARTICLE 16.

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 CRA deems necessary to assure good and marketable title.
- 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. CRA is in no manner responsible for any state, federal or other income, excise, or sales tax liabilities of SELLER.
- 8.3 SELLER shall also pay the Closing Agent’s closing fee if the Closing Agent performs closing services for SELLER, such as, but not limited to, preparation or review of closing documents, and legal fees and expenses incurred by SELLER, and cost of endorsements, if any, required to insure over any matter of title which Seller is obligated or has agreed to remove or cure pursuant to this Contract.
- 8.4 CRA shall pay for the cost of recording the warranty deed, the cost of obtaining the Title Commitment, the cost of all title insurance and endorsement premiums desired by CRA, Survey costs and legal fees and expenses incurred by CRA.

ARTICLE 9
SPECIAL ASSESSMENT LIENS

- 9.1 Liens for Special Assessment shall be paid by SELLER prior to Closing or credited to CRA, as hereinafter provided.
- 9.2 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.
- 9.3 Pending liens as of Closing shall be assumed by CRA with an appropriate credit given to CRA 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 CRA the difference in amounts.

ARTICLE 10
SURVEY

CRA, at CRA's expense, within the time allowed to deliver CRA's Title Notice may have the right to obtain a Survey of the Property. 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 CRA 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 CRA 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 CRA at time of Closing an affidavit, in the form attached as Exhibit "C," 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

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. For purposes of this Contract, "**Business Day**" shall mean any day which is not a Saturday, Sunday or nationally-recognized holiday on which federally chartered banks in the county in which the Real Property is located are open for business.

ARTICLE 13

PUBLIC DISCLOSURE

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

Nava Brooks
1651 NW 15th Avenue
Pompano Beach, FL 33069

Cynthia Lewis
1651 NW 15th Avenue
Pompano Beach, FL 33069

Lucille King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Willie Alonzo King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Gregory B. King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Wallce S. King
1651 NW 15th Avenue
Pompano Beach, FL 33069

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

SELLER and CRA hereby represent and warrant that each has dealt with no broker, other than Brigitte Cook, with The Keyes Compnay, as SELLER's broker. SELLER agrees to hold CRA 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 to SELLER's broker.

ARTICLE 15
ASSIGNMENT

This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by SELLER without the prior written consent of CRA.

ARTICLE 16
DEFAULT

If the sale and purchase of the Property is not consummated as a result of a default by SELLER under this Contract, then the CRA shall have the right to, as its sole and exclusive remedy, (a) terminate this Contract at CRA's election, upon written notice to SELLER and be reimbursed by SELLER for CRA's actual and documented out-of-pocket third-party costs incurred by CRA in connection with the transaction contemplated by this Contract, or (b) seek specific performance against SELLER, or (c) if and only if specific performance is not available due to an intentional act of SELLER, such as the conveyance of the Property to a third party, CRA shall have the right, in addition to the remedy in clause (a), to sue Seller for damages. If the sale and purchase of the Property is not consummated as a result of a default by CRA under this Contract, SELLER shall have the right, as its sole and exclusive remedy, to terminate this Contract at SELLER's election, upon written notice to CRA, and be reimbursed by CRA for SELLER's actual and documented out-of-pocket third-party costs incurred by SELLER in connection with the transaction contemplated by this Contract, but not to exceed \$25,000.

ARTICLE 17
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, the singular, and the use of any gender shall include all genders.

ARTICLE 18
SURVIVAL OF COVENANTS AND SPECIAL COVENANTS

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 lie

exclusively within Broward County, Florida. SELLER and CRA 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 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**

This Contract or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the Parties hereto until it is executed by the Chairman and Executive Director and attested to by Secretary.

ARTICLE 22 **ENVIRONMENTAL CONTAMINATION**

- 22.1 In the event that environmental studies conducted by CRA pursuant to this Contract result 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 CRA, at its sole option, may 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. CRA shall have the option, in its sole discretion, to (a) terminate this Contract as a result of such contamination, (b) attempt to mutually agree with SELLER upon a reduction in the purchase price of the Property or credit from SELLER to the CRA at Closing based on the estimated cost of cleanup, or (c) proceed to Closing.
- 22.2 SELLER represents and warrants to CRA 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

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

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

Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given (a) on the same date as the date in which such notice is delivered personally or sent by electronic mail, (b) on the date that is three (3) Business Days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) Business Day after the date on which such notice is sent by overnight courier services (such FedEx or any other national courier service), and, in each case, addressed to the applicable party at its address(es) set forth below (or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof).

FOR CRA Before and After Closing:

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

FOR SELLER Before and After Closing:

Nava Brooks
1651 NW 15th Avenue
Pompano Beach, FL 33069

Lucille King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Gregory B. King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Cynthia Lewis
1651 NW 15th Avenue
Pompano Beach, FL 33069

Willie Alonzo King
1651 NW 15th Avenue
Pompano Beach, FL 33069

Wallce S. King
1651 NW 15th Avenue
Pompano Beach, FL 33069

FOR ESCROW AGENT Before and After Closing:

Guaranteed Florida Title, Escrow & Abstract, Inc.
1055 S. Federal Highway
Hollywood, Florida 33020
Attn: Liced Robelto
Email: Liced.Robelto@gftitle.com

ARTICLE 26
EXECUTION

This Contract may be executed in counterparts by the parties hereto and each shall be considered an original. Electronic or PDF signatures for this Contract shall be deemed originals for all purposes, and executed copies of this Contract may be delivered between the parties via e-mail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Contract has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

SELLER
NAVA BROOKS

Nave Brooks

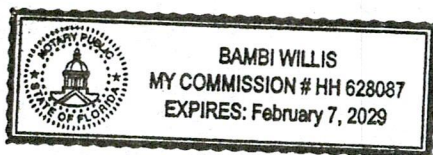
1 day of Aug, 20 25

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1 day of AUGUST, 2025, by Nava Brooks, ☐ who is personally known to me or ☒ who has produced Drivers license as identification.

WITNESS my hand and official seal, this 1 day of AUGUST, 2025.
(SEAL)

My Commission Expires:



Bambi Willis
Signature of Notary Public

BAMBI Willis
(Typed or printed name)

HH 628087
Commission Number

SELLER

CYNTHIA LEWIS

Cynthia Lewis

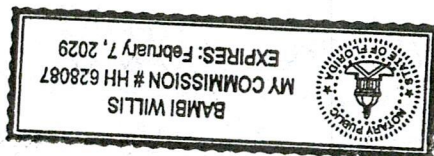
1st day of August, 2025

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online notarization, this 1 day of August, 2025, by Cynthia
Lewis, ☐ who is personally known to me or ☒ who has produced DRIVERS license
as identification.

WITNESS my hand and official seal, this 1 day of August, 2025.
(SEAL)

My Commission Expires:



Bambi Willis
Signature of Notary Public

BAMBI Willis
(Typed or printed name)

HH628087
Commission Number

SELLER
LUCILLE KING

Lucille King

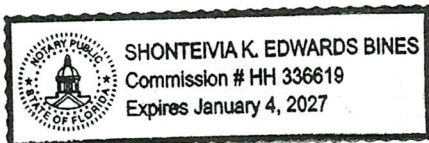
6 day of August, 2025.

STATE OF FLORIDA)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online notarization, this 6 day of August, 2025, by Lucille
King, ☐ who is personally known to me or ☒ who has produced FLDL K520-532-65-886-0
as identification.

WITNESS my hand and official seal, this 6 day of August, 2025.
(SEAL)

My Commission Expires:



Shonteivia K. Edwards Bines
Signature of Notary Public

Shonteiva Edwards
(Typed or printed name)

HH 336619
Commission Number

SELLER

GREGORY B. KING

Gregory B. King

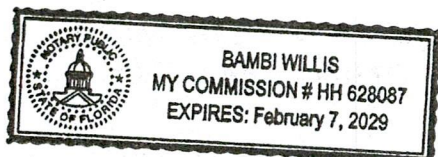
1 day of 8 august, 20 25.

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online notarization, this 1 day of AUGUST, 2025, by Gregory B.
King, ☐ who is personally known to me or ☒ who has produced DRIVERS license
as identification.

WITNESS my hand and official seal, this 1 day of AUGUST, 20 25
(SEAL)

My Commission Expires:



Bambi Willis
Signature of Notary Public

BAMBI Willis
(Typed or printed name)

HH 628087
Commission Number

SELLER
WALLACE S. KING

Wallace King

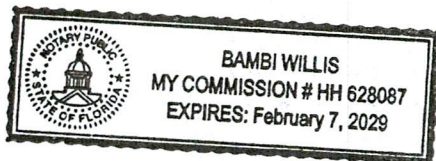
1 day of Aug, 2025

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online notarization, this 1 day of AUGUST, 2025 by Wallace S.
King, ☐ who is personally known to me or ☒ who has produced DRIVERS license
as identification.

WITNESS my hand and official seal, this 1 day of AUGUST, 2025.
(SEAL)

My Commission Expires:



Bambi Willis
Signature of Notary Public

BAMBI Willis
(Typed or printed name)

HH 628087
Commission Number

IN WITNESS WHEREOF, this Contract has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

"CRA"

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Rex Hardin, Chairman

Print Name: _____

Date: _____

ATTEST:

Print Name: _____

Kervin Alfred, Secretary

EXECUTIVE DIRECTOR:

Print Name: _____

By: _____

Gregory P. Harrison

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE EAST 125 FEET OF THE WEST 465 FEET OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE SOUTH 430 FEET AND THE NORTH 100 FEET THEREOF; SAID LAND SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS RESERVED FOR ALLEYS, STREETS, ROADWAYS AND UTILITY EASEMENTS: THAT CERTAIN 10 FEET LYING EAST OF AND ADJACENT TO THE ABOVE DESCRIBED PARCEL BOUNDED ON THE NORTH AND THE SOUTH BY THE EASTERLY AND WESTERLY PROJECTION OF THE NORTH AND SOUTH LINES RESPECTIVELY OF THE ABOVE DESCRIBED PARCEL.

Address: 1651 NW 15th Avenue, Pompano Beach, FL 33069

Folio: 4842 27 00 0487

LEGAL DESCRIPTION OF PROPERTY

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Sales History -- Search Subdivision Sales				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
4/1/2008	QCD-T	\$100	45270 / 1433	\$522,720	0.53	AC
6/1/2004	QCD	\$100	37584 / 1195			
12/1/1983	QCD	\$3,900	11426 / 924			
				Adj. Bldg. S.F.		

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

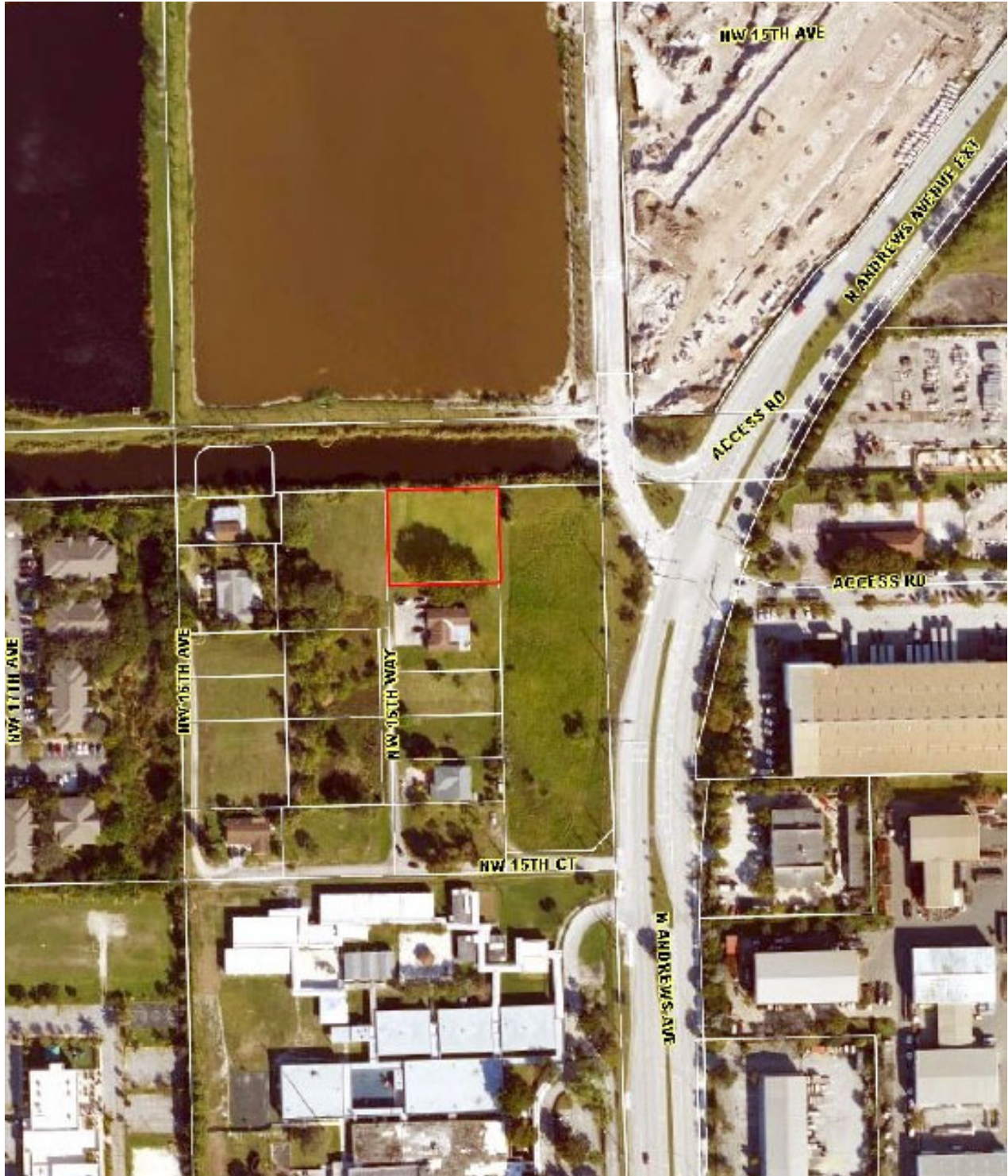


EXHIBIT "B"

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

NONE

EXHIBIT "C"

**Seller's Affidavit
(No-Lien, Non-Foreign Status, 1099)**

STATE OF FLORIDA:
COUNTY OF BROWARD:

DATE OF CLOSING: _____, 20__

FILE:

BEFORE ME, the undersigned authority personally appeared the undersigned Affiant(s), who after being duly sworn, depose on oath and say:

1. That the undersigned is/are the owner(s) of the following described property, to wit:
2. ☐ Said property is the principal residence of the Affiant; or
☒ Affiant presently resides at:

and the property is not the homestead of Affiant, and the said property is not occupied by tenants or any other parties except as follows: NONE.

3. That the above-described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, including real estate and personal property taxes for the year 20__; and except for the mortgage(s), if any, as follows: NONE.

4. That there have been no improvements, alterations or repairs to the above-described property for which the costs thereof remain unpaid, and that there are no claims for labor or materials furnished for repairing or improving the same which remain unpaid, except the following: NONE.

5. That there are no mechanic's, materialmen's or laborer's liens against the above-described property.

6. That the personal property on the said premises, and which if any, is being sold to the purchaser mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

7. The Affiant knows of no violations of county or municipal ordinances pertaining to the above-described property.

8. (X) That this affidavit is made for the purpose of inducing the Pompano Beach Community Redevelopment Agency to exchange property with Affiant for a gross sale price of \$250,000.00.

(X) That this affidavit is also made for the purpose of inducing Guaranteed Florida Title, Escrow and Abstract, Inc. and its Underwriter First American to issue a policy of title insurance on said Property.

9. That no judgment or decree has been entered in any court of the states of the United States against said Affiant, and which remains unsatisfied, and that Affiant has no present plan to file proceedings against him/her under the bankruptcy laws, nor are there any other claims of any kind filed, or fileable that would adversely affect the title to the subject real estate.

10. Subsequent to _____, Affiant has not and hereby agrees and represents that Affiant will not execute any instrument or do any act whatsoever that in any way would or may affect the title to the property, including but not limited to, the mortgaging or conveying of the property or any interest therein, or causing any liens to be recorded against the property of Affiant.

11. That none of the restrictions, agreements, covenants, easements, declarations or other matters affecting title to the property have been violated or encroached upon as of the date of this affidavit, and that there are no outstanding taxes, levies, assessments, maintenance charges, utility bills or other charges, or liens against the property, other than the following: NONE.

12. Affiant is/are not a non-resident alien for purposes of United States income taxation, nor a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

13. Affiant's Social Security Number(s) or United States Employer Identification Number(s) is/are:

Social Security No. _____
Tax ID No. _____

14. Affiant understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punishable by fine, imprisonment, or both.

15. Section 5045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099 will be produced, and a copy of it will be furnished to the Internal Revenue Service and to you no later than January 31 of the next year, and a copy may be sent to third parties. If you fail to furnish adequate information (in particular, a taxpayer identification number), then you will be subject to all Internal Revenue Service regulations, including the possible withholding of twenty percent (20%) of the current sales price.

As to paragraph numbers 2, 8 and 12, only those portions marked by an "X" are applicable. "Affiant" is used for the singular or plural.

Affiant agrees to indemnify and hold the Pompano Beach Community Redevelopment Agency, Guaranteed Florida Title, Escrow and Abstract, Inc. and its Underwriter First American (collectively, "**Relying Parties**") harmless from all liability, including reasonable attorney's fees and costs, for any and all false statements and/or misrepresentations contained herein, or in the event of any liability imposed on Relying Parties based upon their reliance upon this affidavit. In the event Relying Parties are required to use the services of an attorney to defend itself in any claim made against it, Affiant agrees to pay all attorney's fees and costs, whether or not suit is brought.

Under penalties of perjury, I/we declare that I/we have examined this certification and to the best of my/our knowledge and belief it is true, correct, and complete, and I/we further declare that I/we understand that the taxpayer identification number above, will appear on a Form 1099 that will be sent to me/us and the Internal Revenue Service.

AFFIANT:

_____(SEAL)

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 _____ (type of identification) as identification.

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Print Name

(Commission Number)

EXHIBIT D

ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn on oath, depose(s) and say(s):

This Affidavit is made this ____ day of _____ pursuant to a Contract for Sale and Purchase ("Contract") made as of _____, by and between NAVA BROOKS, CYNTHIA LEWIS, LUCILLE KING, WILLIE ALONZO KING, GROGORY B. KING AND WALLCE S. KING, hereinafter called SELLER and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, acting by and through its CRA Commissioners, hereinafter called CRA, pertaining to property known as 1651 NW 15th Avenue, Pompano Beach, FL, 33069, and being in Broward County, Florida (the "Property").

In order to induce CRA to purchase the Property, SELLER hereby represents and warrants to CRA as follows:

1. There are no environmental hazards on the Property which would require CRA to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of Closing.
2. SELLER is not aware of any event of environmental contamination of the Property occurring between the Effective Date of the Contract and the Closing.
3. SELLER represents and warrants to CRA that as of the effective date of the Contract 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 during the time in which SELLER owned the Property.
4. SELLER represents and warrants the truth and accuracy of all matters hereinabove set forth and agrees to and shall defend, indemnify and hold harmless CRA and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses and fees (including without limitation reasonable attorney's and appellate attorney's fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in the above Affidavit or the breach of any representation or warranty herein made.

FURTHER AFFIANT SAYETH NAUGHT.

SELLER

Signed, sealed and delivered
in the presence of:

MANVIN LASTER
Signature Witness 1

Manvin Laster
Print/Type Name Witness 1

Lynn Miller
Signature Witness 2

Lynn Miller
Print/Type Name Witness 2

Liliana Bedoya
Signature Witness 1

Liliana Bedoya
Print/Type Name Witness 1

[Signature]
Signature Witness 2

ANENIDE CHERRY
Print/Type Name Witness 2

[Signature]
Signature Witness 1

Shontesia Edwards
Print/Type Name Witness 1

[Signature]
Signature Witness 2

Jarden White
Print/Type Name Witness 2

Nava Brooks
Nava Brooks

8 day of August, 20 25

Cynthia Lewis
Cynthia Lewis

8 day of August, 20 25

[Signature]
Lucille King

10 day of August, 20 25

Signature Witness 1

Willie Alonzo King

Print/Type Name Witness 1

____ day of _____, 20____.

Signature Witness 2

Print/Type Name Witness 2

Mary F. Nutter
Signature Witness 1

Gregory B. King
Gregory B. King

MARY F. NUTTER
Print/Type Name Witness 1

8th day of August, 2025

[Signature]
Signature Witness 2

JANA BRITTEWON
Print/Type Name Witness 2

[Signature]
Signature Witness 1

Wallace S. King
Wallace S. King

Jana Brittewon
Print/Type Name Witness 1

8 day of 8, 2025.

[Signature]
Signature Witness 2

MARY F. NUTTER
Print/Type Name Witness 2

Mary F. Nutter