

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE ("Contract") is made as of this _____ day of _____, 2017, by and between

PALM AIRE ASSOCIATES LIMITED PARTNERSHIP, c/o
Resort at Palm Aire, Inc. (General Partner) of 15751 Sheridan
Street, PMB #125, Davie, Florida 33331, 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 hereby 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 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 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 CITY Director or his 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 COMMISSIONERS: The Pompano Beach City Commissioners, which are also the governing body of the City of Pompano Beach.
- 1.3 CONVEYANCE: Whenever the term Conveyance is used herein, it shall mean a warranty deed in statutory form properly executed, witnessed and acknowledged.
- 1.4 POMPANO BEACH CITY: A body corporate and politic created pursuant to Chapter 163 of the Florida Statutes.
- 1.5 EFFECTIVE DATE: The date upon which this Contract is last executed by the Parties hereto.
- 1.6 PUBLIC RECORDS: Whenever the term Public Records is used herein, it shall mean the Public Records of Broward County, Florida.
- 1.7 SAND MINING: Sand mining in South Florida is the practice of removing sand from areas containing usually useful material for the purpose of making concrete, providing fill, adding to eroded beaches and other purposes. The mining is usually accomplished by digging with large front-end loaders and placing in a dump truck. The result of sand mining is usually the creation of a lake which is used for recreational, landscaping or drainage retention purposes.
- 1.7 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.
- 1.8 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, 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. 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 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 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.

- 1.9 SURVEY: Whenever the term Survey is used herein, 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.
- 1.10 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 matters specified in Section 4.1 of this Contract, if any.
- 1.11 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.
- 1.12 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.
- 1.13 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 Seven Hundred Sixty-Five Thousand Dollars and No/100 (\$765,000.00), subject to the prorations, credits, and adjustments hereinafter specified.

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 hereby 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 said 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 hereby 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 sixty (60) 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 thereof, without the prior written consent of Director, which consent may be granted or withheld by CITY in its sole discretion.

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 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 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 CITY as provided herein.

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 listed in Exhibit "B" hereto, including South Florida Water Management District (SFWMD) Drainage Permit(s), of which any and all shall be transferred to the City of Pompano Beach at Closing, 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 thereto, 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 mortgagor. 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 said 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 said 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.

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 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 CITY shall pay the purchase price, as adjusted as provided herein, 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 120th day after the Effective Date, 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.

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 "D" hereto is delivered at closing.
- (7) All security codes and keys, if any, are turned over to CITY at closing
- (8) Palm Aire Associates Limited Partnership shall procure title (via. recorded deed) to folio 494204000130 (Club Link Parcel) as a condition to close this transaction.
- (9) Closing is contingent upon Seller finalizing and closing all open Permits, including, but not limited to County and State Permits with the exception of those subject to Exhibit B and Section 2.4.2 of this Agreement.

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. An ALTA survey may be required by the title company providing title insurance. 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, 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

- 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:

Palm Aire Associates Limited Partnership
15751 Sheridan Street
PMB #125
Davie, Florida 33331

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 other than "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 Clerk.

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 SELLER undertakes any environmental remediation pursuant to Sections 22.1 above 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.

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 either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, as the place for giving of notice in compliance with the provisions of this paragraph. The party(ies) may change the addresses at which notice is to be given by notice given as provided in this Article. Notices shall be deemed given when mailed properly addressed with postage prepaid.

FOR CITY Before and After Closing:

Gregory P. Harrison City Manager
100 West Atlantic Blvd.
Pompano Beach, Florida 33360

FOR SELLER Before and After Closing:

Jeffrey P. Orleans
1819 John F. Kennedy Blvd. #360
Philadelphia, Pennsylvania 19103

Benjamin D. Goldman, Vice President, Secretary, Director
1021 Blue Heron Cove,
West Palm Beach, Florida 33412

Rhonda J. Lovelace, Assistant Secretary
15571 Sheridan Street PMB #125
Davie, Florida 33331

ARTICLE 26
EXECUTION

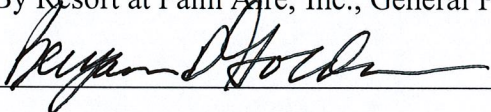
- 26.1 This document, consisting of Thirty (30) pages including Exhibits "A," "B," "C," and "D" shall be executed in at least three (3) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Palm Aire Associates Limited Partnership, signing by and through its president or vice president, duly authorized to execute same, and CITY, through its Commissioners, signing by and through its Mayor, Manager and Clerk, authorized to execute same by Commission action on the _____ day of _____ 20____, Resolution No. _____.

SELLER

Palm Aire Associates Limited Partnership
A Delaware Limited Liability Company,
By Resort at Palm Aire, Inc., General Partner

ATTEST:

By 

BENJAMIN D. GOLDMAN, VICE PRESIDENT

Print Name and Title


Secretary

9th day of November, 2017.

(SEAL)

OR

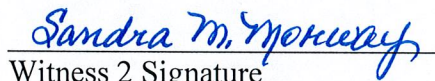
WITNESSES:



Witness 1 Signature

Shelley R. Bartholomew

Witness 1 Print/Type Name



Witness 2 Signature

SANDRA M. MORWAY

Witness 2 Print/Type Name

"CITY"

WITNESSES:

CITY OF POMPANO BEACH

BY: _____
LAMAR FISHER, MAYOR

BY: _____
GREGORY P. HARRISON
CITY MANAGER

DATED: _____

ASCELETA HAMMOND
CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB:jmz
11/9/17
l:realest/2018-151

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

- 4-49-42 W1/2 OF GOV LOT 2 LESS CANAL R/W & LESS OR 6319/227,229 & 232 FOR RD R/W & LESS PT DESC AS, BEG AT SE COR OF SAID W1/2,NLY 25.64,WLY 33.22 TO PT ON W R/W/L OF N COURSE DR & POB,WLY 556.78, NLY 634.67,ELY 78.11 TO P/C,SELY 228.46,SLY 243.47,SELY 241.32, SLY 270.77 TO POB
LESS P/P/A PALM AIRE-NORTH COURSE ESTS 3RD SECT 114-39 B
Folio No. 4942 04 00 0040 (Partial)
- 4-49-42 GOV LOT 3 LESS CANAL R/W & LESS PT DESC WITHIN ORS 5139/239, 5282/630 & 5674/529 & LESS OR 5365/607,5358/210,5365/607 & 5674/526 & LESS OR 6319 PGS 229, 232 & 235 FOR RDS LESS PT A/K/A REC AREA #10 & LESS P/P/A PALM AIRE NORTH COURSE ESTS 3RD SECT 114-39 B
Folio No 4942 04 00 0050 (Partial)
- 4-49-42 E1/2 OF GOV LOT 4 LESS C & SFFCD & LESS PT DESC WITHIN ORS 5139/239 & 5674/529 & LESS REC AREA #11, LESS POR AS DESC IN OR 51130/747
Folio No 4942 04 00 0062 (Partial)
- 4-49-42 N3/4 OF E1/2 OF GOV LOT 5 LESS PT TO C & SFFCD DESC IN OR 1687/341 LESS P/P/A PALM-AIRE ESTS 1ST SEC 73-19 B & LESS PT DESC WITHIN ORS 5139/239, 5358/212 & 6319/235, LESS POR AS DESC IN OR 51130/747
Folio No. 4942 04 00 0070
- 4-49-42 S1/2 OF SE1/4 OF NW1/4 OF NW1/4 LESS C & SFFCD R/W LESS PPA PALM-AIRE ESTS 1ST SEC 73-19 B
Folio No 4942 04 00 0090
- 4-49-42 GOV LOT 6 LESS THAT PT LYING INSIDE CITY LIMITS OF POMP BCH & LESS P/P/A PALM-AIRE ESTATES 1ST SEC 73-19 B & LESS PT DESC WITHIN ORS 4989/252,5139/239, 5282/630,5358/210,5358/212, 6319/229 & 6319/235 & LESS REC AREAS #9 & #10
Folio No 4942 04 00 0100
- 4-49-42 GOV LOT 6 LESS THAT PART LYING OUTSIDE CITY LIMITS & LESS THAT PPA PALM-AIRE ESTS 1ST SEC
Folio No 4942 04 00 0101
- 4-49-42 NE1/4 OF NW1/4 OF NE1/4 LESS PT IN OR 3837/853 & LESS OR 6319 PG 229 FOR RD
Folio No. 4942 04 00 0110
- 4-49-42 W1/2 OF GOV LOT 7 LESS PT DESC WITHIN OR 4989/252 & LESS OR 5057/354 & LESS OR 6319/229 FOR RD & LESS REC AREA #9
Folio No 4942 04 00 0120
- 4-49-42 PT OF GOV LOT 8 DESC'D AS,COMM AT SE COR GOV LOT 8,NLY 925,WLY 811.9,SWLY 28.16 TO POB,SWLY ALG PALM AIRE DR FOR 311.03,NWLY 135.74,SW ALG N/L OF PALM AIRE COUNTRY CLUB APTS CONDO 6 UNTIL INTERSEC WITH W/L OF GOV LOT 8, N TO N/L OF GOV LOT 8,E TO PT 250 E OF PB 107-42 B,SLY 384.22, ELY 272.91,S 10,SE 63.25,SLY 105.31 TO POB
Folio No 4942 04 00 0140
- 4-49-42 NE1/4 OF SE1/4 OF NW1/4 LESS ORS 1321/442,3620/898,3954/264, LESS RD R/W & LESS PALM-AIRE COUNTRY CLUB APTS CONDO 8 & LESS PT DESC IN OR 4036/635 LESS PPA PALM-AIRE ESTS 1ST SEC 73-19 B & LESS REC AREA #2
Folio No 4942 04 00 0240
- 4-49-42 SE1/4 OF GOV LOT 7 TOGETHER WITH S1/2 OF GOV LOT 8,LESS THEREFROM RD R/W & BUS BAY,LESS PT DESC IN OR 1321/442 & LESS PALM AIRE COUNTRY CLUB CONDOS 1,2,6 & 7 & LESS PALM AIRE COUNTRY CLUB VILLAS 1 & 2 & LESS REC AREAS 1 & 3 & LESS P/P/A THE WORLD OF PALM AIRE PLAT #1 & LESS PTS DESC'D IN OR 17091/48 & OR 23116/433 & 38397/1119 & OR 38716/145
Folio no. 4942 04 00 0130 (Partial)
- 4-49-42 THE WORLD OF PALM-AIRE PLAT NO 1 - 114-50 B TRACT A LESS PT DESC IN OR 38397/1119
(Folio no. 4942 04 29 0010)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

- 4-49-42 W1/2 OF GOV LOT 2 LESS CANAL R/W & LESS OR 6319/227,229 & 232 FOR RD R/W'S & LESS PT DESC AS, BEG AT SE COR OF SAID W1/2,NLY 25.64,WLY 33.22 TO PT ON W R/W/L OF N COURSE DR & POB,WLY 556.78, NLY 634.67,ELY 78.11 TO P/C,SELY 228.46,SLY 243.47,SELY 241.32, SLY 270.77 TO POB
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Folio No 4942 04 00 0062 (Partial)
- 4-49-42 N3/4 OF E1/2 OF GOV LOT 5 LESS PT TO C & SFFCD DESC IN OR 1687/341 LESS P/P/A PALM-AIRE ESTS 1ST SEC 73-19 B & LESS PT DESC WITHIN ORS 5139/239, 5358/212 & 6319/235, LESS POR AS DESC IN OR 51130/747
Folio No. 4942 04 00 0070
- 4-49-42 S1/2 OF SE1/4 OF NW1/4 OF NW1/4 LESS C & SFFCD R/W LESS PPA PALM-AIRE ESTS 1ST SEC 73-19 B
Folio No 4942 04 00 0090
- 4-49-42 GOV LOT 6 LESS THAT PT LYING INSIDE CITY LIMITS OF POMP BCH & LESS P/P/A PALM-AIRE ESTATES 1ST SEC 73-19 B & LESS PT DESC WITHIN ORS 4989/252,5139/239, 5282/630,5358/210,5358/212, 6319/229 & 6319/235 & LESS REC AREAS #9 & #10
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EXHIBIT "A" (CONT.)
LEGAL DESCRIPTION OF PROPERTY

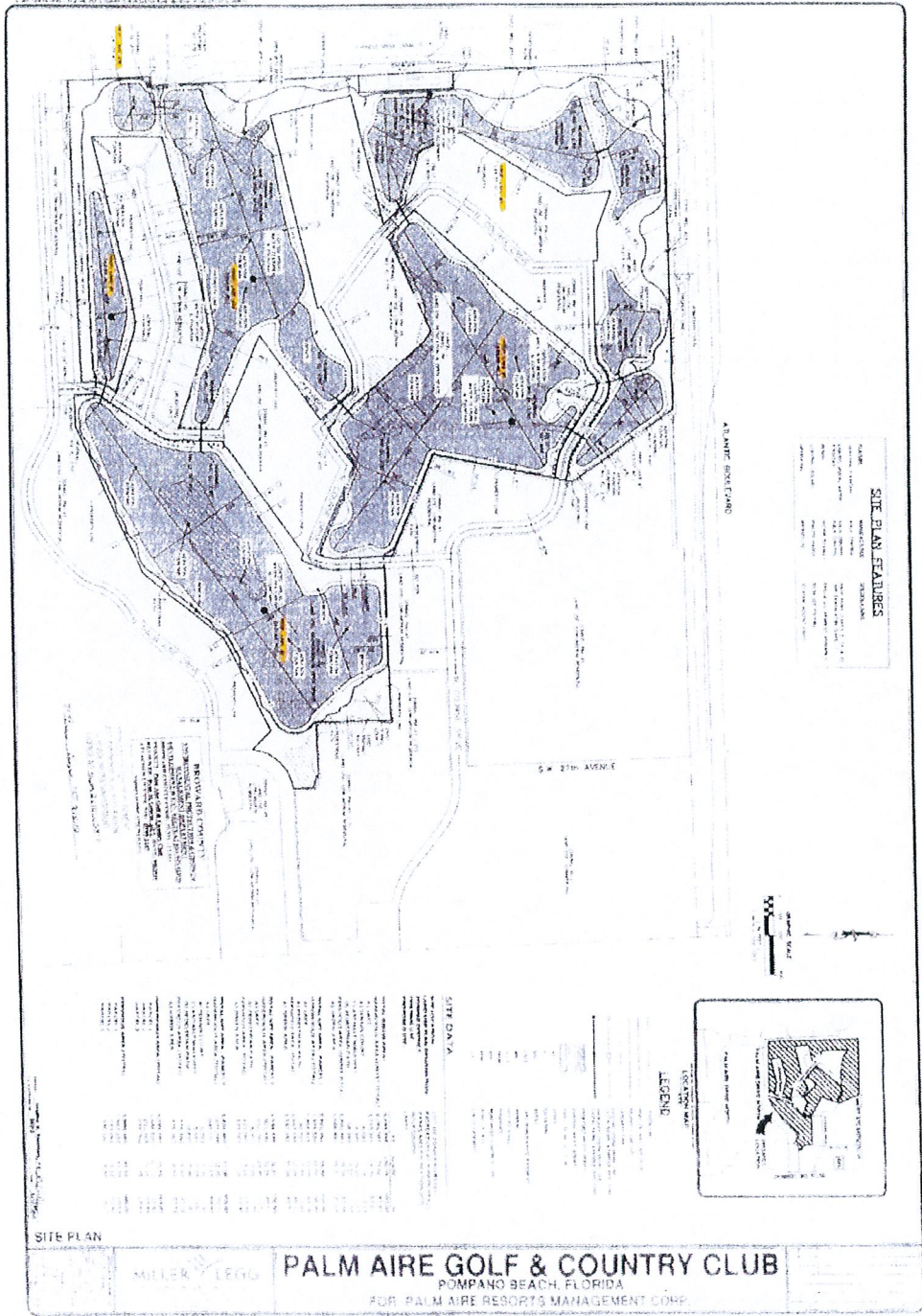
Total area of 100.21 acres, more or less, is subject to a survey includes approximately 30.99 acres of land and 69.22 acres of lakes. References [Table 1 and Survey]

Table 1

Lake 1:	2.56 acres +/-	[111,514 sq ft]
Lake 2:	21.64 acres +/-	[942,638 sq ft]
Lake 3A:	14.61 acres +/-	[636,412 sq ft]
Lake 3B:	1.09 acres +/-	[47,480 sq ft]
Lake 4:	20.95 acres +/-	[912,582 sq ft]
Lake 5:	8.37 acres +/-	[364,597 sq ft]
Lake totals	69.22 acres	

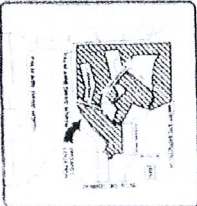
EXHIBIT "A" (CONT.)
LEGAL DESCRIPTION OF PROPERTY

Survey



SITE PLAN FEATURES

NAME	AREA (SQ. FT.)	PERCENTAGE
CLUBHOUSE	12,000	1.5%
RESTAURANT	8,000	1.0%
BAR	2,000	0.25%
PROSHOP	10,000	1.25%
POOL	15,000	1.875%
PARKING	100,000	12.5%
GREENS	1,000,000	125%
TOTAL	809,000	101.125%



LEGEND

SYMBOLS

- 18 HOLES
- 9 HOLES
- CLUBHOUSE
- RESTAURANT
- BAR
- PROSHOP
- POOL
- PARKING
- GREENS
- TEES
- FAIRWAYS
- BUNKERS
- OBSTACLES
- WATER
- ROADS
- UTILITIES
- LANDSCAPING
- PERMITS
- SETBACKS
- ENCROACHMENTS

SITE PLAN

MILLER LEGG **PALM AIRE GOLF & COUNTRY CLUB**
 POMPANO BEACH, FLORIDA
 FOR PALM AIRE RESORTS MANAGEMENT CORP.

EXHIBIT "B"

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

**, South Florida Water Management District (SFWMD) Drainage Permit(s), of which any
and all shall be transferred to the City of Pompano Beach at Closing.**

EXHIBIT "C"

NO LIEN AFFIDAVIT AND INDEMNITY

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), collectively as the "Affiant":

1. That Affiant is the owner of and has fee simple title to the following described property (the "Property") situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

2. That the Affiant has not sold, transferred, assigned or conveyed title to the Property prior to the transfer to the CITY, a body corporate and politic ("CITY").
3. That the Property and all improvements thereon are free and clear of all mortgages, liens, taxes, waste, water and sewer charges, encumbrances, judgments and claims of every nature whatsoever except for real estate taxes for 20____.
4. That no legal actions, Internal Revenue Service claims or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.
5. This Affidavit is made for the purpose of inducing CITY to part with valuable consideration and consummate the purchase of the Property, and CITY is materially relying on the veracity of the contents hereof. The title insurance company selected by CITY is relying upon the representations herein made in issuing title insurance. In this regard, the Affiant represents and warrants that the statements contained herein are true and correct in all respects.
6. That for at least ninety (90) days prior to the date hereof, no material, labor or services have been furnished, performed or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor or services have been contracted to be furnished, performed or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanic's, material person's or other liens affecting the Property or actual or potential claims on account of any such material, labor or services.

EXHIBIT "C"
(Continued)

NO LIEN AFFIDAVIT AND INDEMNITY

7. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules, or regulations pertaining to the Property exist, and no orders or notices concerning any violations have been given to the Affiant or made against the Property.
8. That Affiant alone and no other person(s), firm(s), corporation(s) or individual(s) are in control and possession of the Property.
9. Affiant represents and warrants that between the date of the title commitment dated _____, 20____, at _____, prepared by Attorneys' Title Insurance Fund, Inc., and the date on which the deed to the Property is placed of record, Affiant has not and will not execute any instruments or take any actions that could adversely affect the title or interest to be acquired by CITY and insured by the Title Company. Affiant further represents and warrants that Affiant is not aware of any matter that could adversely affect the title or interest to be acquired by CITY and insured by the Title Company.
10. Affiant represents and warrants the truth and accuracy of all matters hereinabove set forth and agree to and shall defend, indemnify and hold harmless CITY and its heirs, 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.

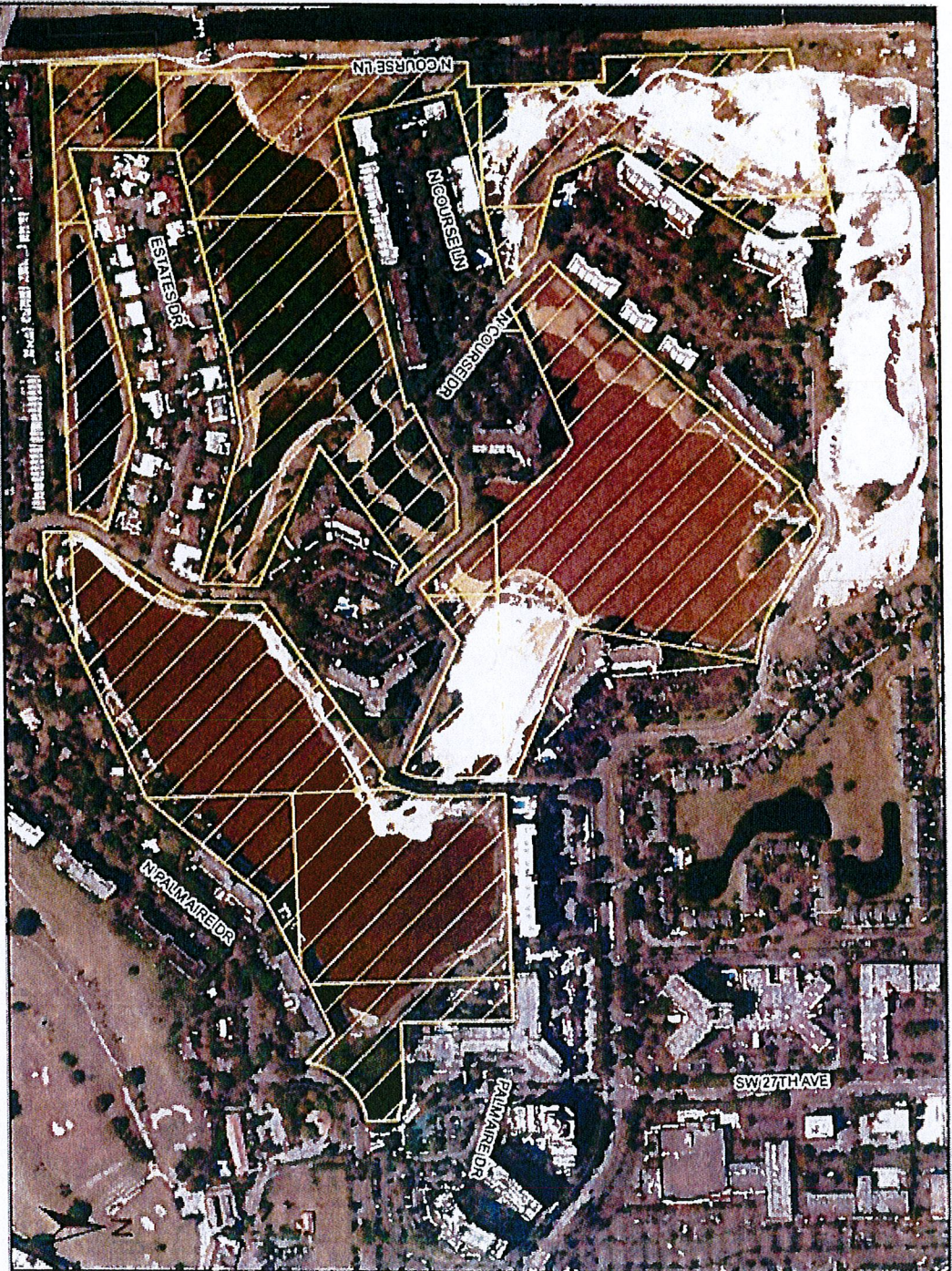
FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in the presence of:

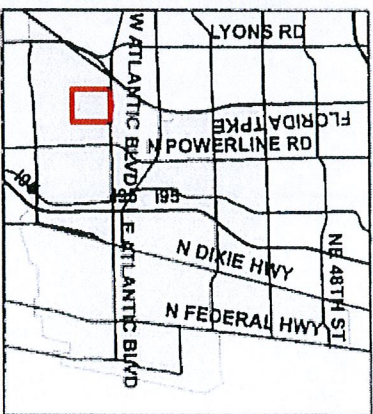
_____ By _____
WITNESS

_____ day of _____, 20____.
WITNESS

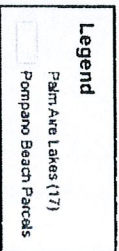
Parcels Available of Palm-Aire Lakes



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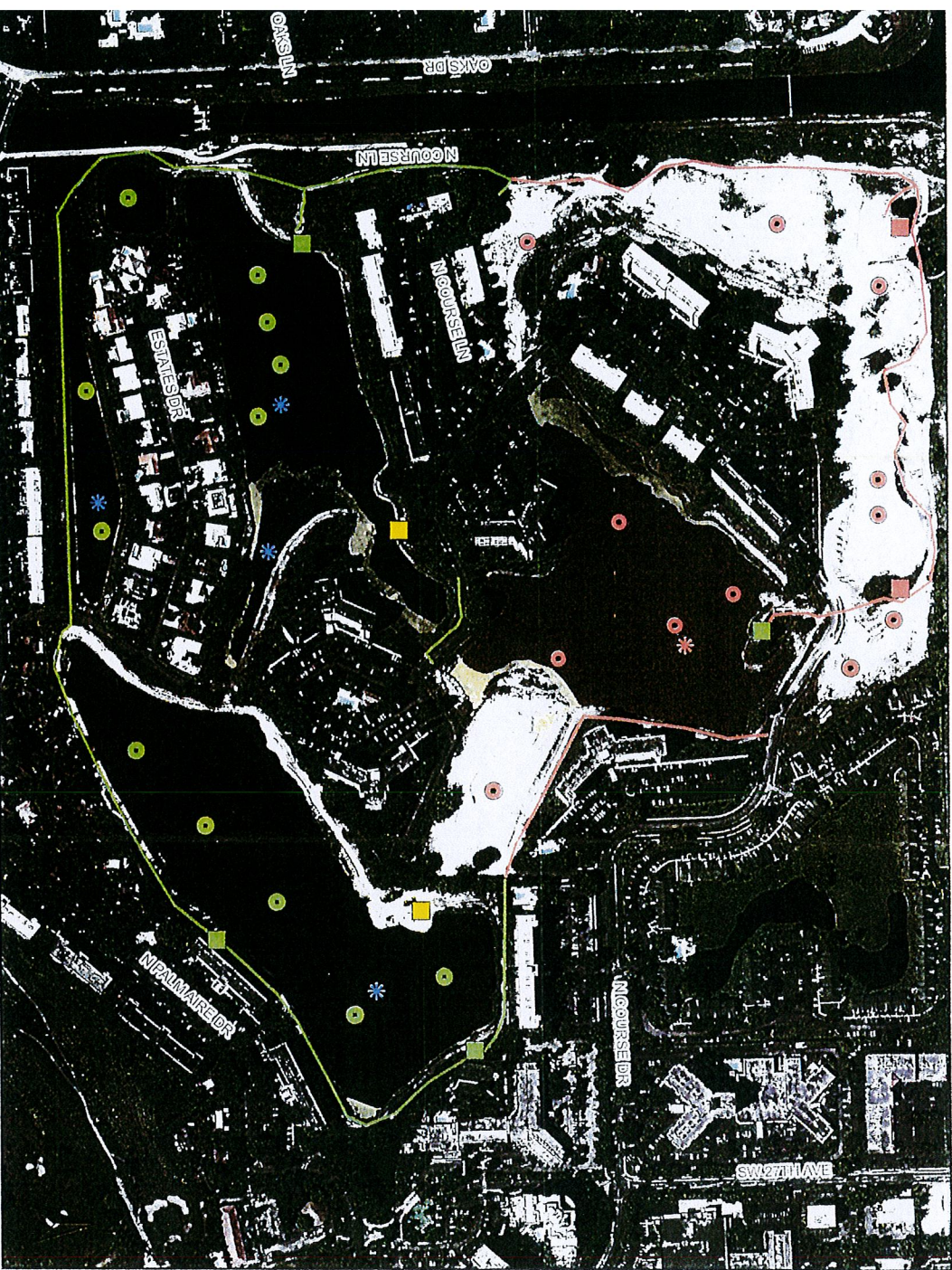


Location Map

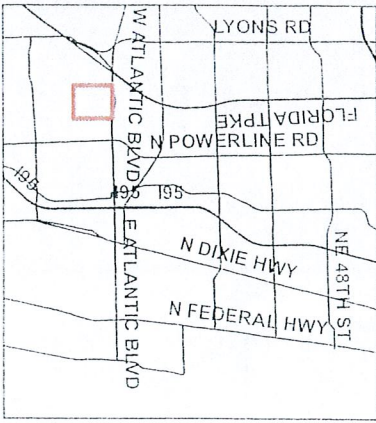


KeedDairn

Palm-Aire Lakes (Amenities)



G:\SPBS\VR\arg\server\dr\reports\arg\sp\Planning All_Maps\FULL\Map\AireNorthAmenities\Map.rxd



Location Map

NOTE:
Locations of the features are approximate.
For exact locations of the features, refer to
BP - 10.7879.

Legend	
Amenity & Status	
	Shoreland Amenities - Completed (7/2)
	Shoreland Amenities - In Progress (12)
	Shoreland Amenities - Not Installed (2)
	Shoreland Amenities - Completed (4)
	Shoreland Amenities - Not Installed (1)
Pedestrian Path Status	
	Completed
	Not Installed



Key: D:\30



RYAN
INC

Palm Aire Golf & Country Club

SMITH
AERIAL
PHOTOS

10-10-17



RYAN
INC

Palm Aire Golf & Country Club

SMITH
AERIAL
PHOTOS

10-10-17



RYAN
INC

Palm Aire Golf & Country Club

SMITH
AERIAL
PHOTOS

10-10-17