

Issued February 24, 2021

INVITATION FOR BIDS 21-01

BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY (AS IS)

Pursuant to Section 253 of the Charter of the City of Pompano Beach, Florida, the City Commission of Pompano Beach has declared surplus and now offers for sale the following described real property (the "Property") owned by the City of Pompano Beach (the "City"):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
PART HEREOF FOR FULL LEGAL DESCRIPTION**

**ADDRESS: 1207 E Atlantic Boulevard, Pompano Beach, FL 33060
FOLIO #: 4842 36 00 0360**

Sealed bids will be received until **2:00 p.m. (local) Thursday April 22, 2021**, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060. Copies of the solicitation package can be obtained from the City of Pompano Beach Real Property Division webpage http://pompanobeachfl.gov/pages/real_property. These bids will then be publicly opened at the above time and date in the presence of City officers. Bid openings are open to the public. It will be the sole responsibility of the bidder to deliver his bid to the office of the City Clerk on or before the hour and date specified herein. **Late bids will not be considered and will be returned unopened.** It is the responsibility of Bidders to assure they have received all necessary documents, including addendums, and have included all required information in their bid. The Property will be sold in "as is" condition insofar as City will neither warrant the Property's condition or its title. This offer to sell is based upon the terms and conditions set forth below.

INTRODUCTION

Located just north of Ft. Lauderdale, east of the Florida Turnpike, in the heart of Florida's Gold Coast, the City is home to some of the warmest and clearest waters, beautiful sand beaches, and calming breezes. The City has a population of about 112,000 residents year-round, but peaks to around 150,000 during the seasonal months (November through April). Due to the City's substantial public investment in the beach area and other major corridors and public assets, the City is now a prime target for private development and investors. Significant private development is underway in and around the pier and beach area and the continued transformation of that area over the next few years is expected to be astounding, attracting locals and visitors alike. Taxable values have started to climb and are expected to continue to climb. Businesses, visitors and potential new residents are taking notice of Pompano Beach, due to its prime coastal location and development opportunities. The City's objective for hiring of a Tourism Marketing Manager (the "position") in 2013, was to establish an infrastructure for positioning Pompano Beach as a destination City to expedite broad awareness of the City's tourism assets, and to significantly increase the number of various leisure, group, and business visitors into the City from both local and domestic, as well as international markets. The ultimate effect has been to stimulate economic growth in Pompano Beach and attract new residents and visitors, while simultaneously creating

new jobs. The City's investment in a Tourism Manager has assisted in garnering both national and international attention for the City.

The City of Pompano Beach is committed to continuing to maximize the City's strengths, while simultaneously leveraging these strengths to attract private investment. When a City creates an environment conducive to investment as the City has done in the last ten years, the potential for growth is very large and exponential. There are multiple underutilized parcels and the raw land values are still attractive compared to higher priced areas such as Ft. Lauderdale. The future economic outlook for the east side of Pompano Beach is bright. However, the growth will not be limited to the east since an equally aggressive redevelopment approach is underway in the Northwest and "Downtown" area of the City. This is important because the City will be anchored by two major investment corridors. As the entryway to the City is enhanced through the downtown area it will only enhance the driveway to the beach area.

On March 13, 2018, the electorates of the City authorized the issuance of \$181 million in General Obligation Bonds ("G.O. Bonds"). The G.O. Bonds will be financing a total of twenty-five (25) projects throughout the City to encompass streets, bridges, sidewalks and streetscape improvements, public safety improvements and improvements to parks, recreation and leisure facilities. In addition to enhancing the quality of life of our residents, the completion of these 25 projects over the next 4 -6 years is expected to serve as an economic stimulus for Pompano Beach. The City sees this \$181 million endeavor as an investment in the future of Pompano Beach hoping to leverage the investment of public dollars into public streets and streetscape infrastructure to further attract private investment to the City. It is estimated that for every dollar of public investment by the public sector, the private sector will invest an average of \$2.50. Pompano Beach has positioned itself well with G.O. Bond proceeds for matching funds from grants. The City recognizes that access to federal grants will afford the City the opportunity to free up local resources and/or reduce the need to finance its capital initiatives via debt issuance.

The City of Pompano Beach has two designated community redevelopment areas, the Northwest CRA District (the Northwest CRA) and the East CRA District (the East CRA). Both districts are experiencing major redevelopment activity, largely due to the rebranding of the City of Pompano Beach as an attractive location for private investment. High-end retail, hotel and condominium developments now anchor the beach area, and residential investment is becoming prominent along the major corridors, as well as in the "downtown core" of the City. The mission of a CRA is to carry out redevelopment and economic activities that reduce or eliminate blight, improve the economic health of an area, and encourage public and private investments within the designated redevelopment areas.

Public projects over past years include, but are not limited to streetscapes, landscaping, roadway reconfigurations, sidewalks, public plaza's, water features, new pier and parking along major boulevards in the City. Major corridor improvements include A1A, Atlantic Boulevard and Martin Luther King, Jr. Boulevard.

Pompano Beach has capacity for growth and the City's management and elected officials have supported major initiatives over the past years in order to capitalize on the City's untapped assets (i.e. East Transit Oriented Corridor, Downtown Pompano Transit Oriented Corridor, the Education Corridor, the Innovation District etc.). We have invested in our own infrastructure, which has already paid off in great dividends, evidenced by the sheer number of private sector projects either

in the planning stage or already in permitting within the City. The City is innovative in funding its needs and are often leaders in pursuing all opportunities to assist in leveraging our public resources (i.e. opportunity zone designation, public-private partnerships, corporate sponsorships, grants etc.). Management and the elected officials of the City are committed to sustaining this momentum, having adopted a Strategic Plan to align funding and operational decisions with the vision for Pompano Beach, today, tomorrow and beyond. The City is also confident that it has demonstrated a proven track record for sound fiscal policies (adopting fund balance and debt management policies). We maintain reserve funds for operations and emergencies and despite pressures from labor unions, we have not utilized reserves to pay for recurring expenditures. We have a strong tax base, which has demonstrated steady improvement over past years and will only continue to increase and expand over the next few years as private development comes online and is reflected on our tax rolls.

PROPERTY DESCRIPTION

The property offered for sale consists of [4842 36 00 0360](#) as shown in Composite Exhibit “B” from the Broward County Property Appraiser property detail. The property is former folio 484236000370 (1213 E Atlantic Boulevard) where the old library was located and folio 484236000360 purchased by the City February 2019. A Declaration of Unity of Title to unify the two folios was recorded by Broward County June 19, 2019. The resulting unified folio will require the successful bidder to develop the property as one site. The site is 1.07 acres (46,760 square feet) of vacant land on the northwest corner of intersection of Atlantic Boulevard and NE 13th Avenue with 200 feet of frontage on Atlantic Boulevard. The zoning allows for mixed-use development with residential units optional, but not required. **The City encourages bidders to maximize the entitlements allowed by zoning and submit conceptual plans for a mixed-use development.**

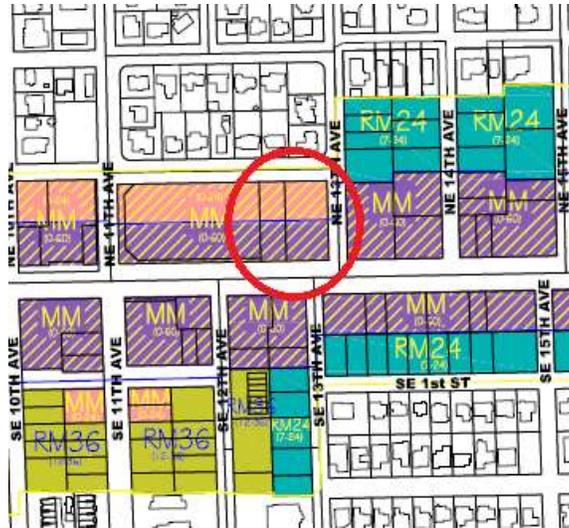
Pictures of the property are included as Exhibit “C”. Surveys of both properties are included as Composite Exhibit “D” in this document and as separate PDF files.

An appraisal of the property has been included as Exhibit “E” as a separate PDF file.

The property is zoned Transit Oriented (TO) within the East Overlay District (EOD). This zoning designation and overlay district is developed in accordance with a set of regulating plans. The applicable TO and EOD zoning regulations and Regulating Plans are included as Exhibit “F” as a separate PDF file. The future land use designation for the property is East Transit Oriented Corridor (ETOC).

Density Regulating Plan Designation – The south portion of the folio is designated MM (0-60) Mixed-Use Main Street (O.R.) Optional Residential. The north portion is designated MM (0-24) Mixed-Use Main Street (O.R.) Optional Residential.

The property is circled in red on the section of the Density Regulating Plan on the next page.



Number of Dwelling Units allowed based upon lot size: The south portion of folio with the density designation MM (0-60) allows for a minimum of 0 units and a maximum of 32 units; the north portion of the folio with the density designation of MM (0-24) allows for a minimum of 0 units and a maximum of 12 units. Total maximum number of units allowed for the folio is 44 units based on the current lot size (prior to any required dedication of property).

Pursuant to 155.3709.E.2.c.ii, development parcels with two or more density area designations shall unify for development purposes and may cluster units, provided:

- a. the total number of units built does not exceed the total number of units permitted for each parcel and including eligible density bonuses;
- b. the maximum permitted building height as shown in the Sub-Areas/Building Height Regulating Plan is not exceeded.

Building Heights Regulating Plan Designation - The south portion of folio is designated as “Center” with a maximum building height of 55 feet. The north portion of the folio is designated as “Edge” with a maximum building height of 35 feet. Thus, if a building height is proposed to be maximized on this parcel, the building would be required to stepdown from 55 feet at the line that separates the parcel in the “Center” to 35 feet in height for the portion of the parcel in the “Edge.”

The property is circled in yellow on the section Building Heights Regulating Plan below.



Allowed Building Typologies: Building types allowed in the south portion of the folio designated as center “Center” Sub-Area are Tower, Liner, Courtyard Type A and B, Flex, Townhouse Type B. Building types allowed in the north portion of the folio designated as “Edge” Sub-Area: Courtyard Type A and B, Flex, Townhouse Type A and B, Zero Lot-Line. See Table 155.3709.I.1 in Zoning Code Diagram 155.3501.O.5 Building Typology and Placement Regulating Diagrams included as Exhibit “G” as a separate PDF file.

For permitted uses refer to Exhibit “H” Table E.2 Principal Uses Regulating Table. Uses permitted under the column titled “MM” are the uses permitted on the subject property. Additional information on defined uses can also be found in Article 4 of the City of Pompano Beach Zoning Code Use Standards.

A 5 foot right-of-way dedication will be required on the southern portion of the parcel fronting Atlantic Boulevard as the Broward County Traffic Ways Plan now requires a 110 foot right-of-way.

Lease Opportunity of 100 NE 13 Avenue, Pompano Beach, FL 33060
BCPA Folio [484236030300](https://www.bcpa.com/property/484236030300)

The City of Pompano Beach owns the parking lot located at 100 NE 13th Avenue east of the property being sold as surplus with this Invitation for Bids. The property is a 13,986 square foot parcel with 23 parking spaces that served as public parking for the library formerly located at 1207 E Atlantic Boulevard. The successful bidder will have the option to negotiate a lease for this parcel.

BID REQUIREMENTS

1. **Bid Deposit.** All bids must be accompanied by a bid deposit in the form of a cashier's checks or certified check payable to the City of Pompano Beach in an amount equal to at least ten (10%) percent of the Bid Price. In the event a successful bidder fails to comply with or complete the terms of its bid or the terms of the purchase contract required by Paragraph 4 below, the Bid Deposit shall be forfeited as liquidated damages following which neither party shall have any further rights or remedies against the other.
2. **Bid Submittal.** Bids must include all items detailed in the Bid Submittal Checklist and be submitted on the bid form included in this bid document. Bids, including the required bid deposit, **must be submitted in a sealed envelope clearly marked:**

(DO NOT OPEN)

**“Purchase of Land Parcel 4842 36 00 0360”
City of Pompano Beach
City Clerk’s Office
100 W. Atlantic Boulevard, Room 253
Pompano Beach, FL 33060**

Late bids will not be considered and will be returned unopened. It is the responsibility of Bidders to assure they have received all necessary documents, including addendums, and have included all required information in their bid.

- a. A conceptual site plan and written proposal for future use and development of the Property must be submitted with the bid. Proposal must include any relief required from the City of Pompano Beach Zoning Code, including rezoning of the property, for the proposed future use.
 - b. Bidders must provide in writing:
 - i. Their experience in the field of property development and provide evidence that they are fully competent and have the necessary staff, facilities and financial resources to develop the Property. Staff members with appropriate expertise must be noted.
 - ii. The name(s) of the person(s) who will be authorized to make representations for the Bidder, including their title(s), office location, E-mail addresses and telephone numbers must be provided.
 - iii. The City will consider the Respondent's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the purchase and project. Indicate the financing structure contemplated for this project and developer(s) equity position. If bidder will be financing the purchase evidence of funding commitment (i.e. bank letter of intent) for the full amount bid must be submitted with bid.
3. Sale; Rejection. The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated. The City reserves the right to reject any and all bids. If the highest and best bidder fails to complete the purchase by the closing deadline, the City reserves the right to contact the second highest bidder to enter into a purchase contract. The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to fulfill the purchase contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the purchase contract requirements. **If bidder will be financing the purchase evidence (i.e. bank letter of intent) of funding commitment for full amount of bid must be submitted with bid.**
4. Period of Effectiveness. All bids shall be effective and binding upon the bidder for a period of ninety (90) days from the date of the award and any bid deposits previously deposited shall be returned to the unsuccessful bidders thirty (30) days after said award.
5. Certification. The Bidder, by submitting his bid, certifies that his bid is made without previous understanding, agreement, collusion, or connection with any person, firm or corporation making a bid for the same property.

6. Payment of Bid Price. The Bid Deposit shall be deducted from the total Bid Price to determine the balance due at closing which shall be payable in cash, cashier's check, certified check or ACH wire transfer.

PURCHASE CONTRACT

Upon the City Commission's acceptance of a Bid, the successful bidder shall enter into a contract for purchase of the Property prepared by the City Attorney. A sample purchase contract has been included with the bid specifications.

The contract will be subject to the following terms:

1. A Special Warranty Deed shall be prepared at the City's expense which states the City is conveying the Property in "**as is**" condition subject to the following restriction:

The Purchaser is required to apply for the necessary development permits for the conceptual plan/proposal submitted with the bid within two years of the date of sale.

2. A Title Commitment may be procured by the successful bidder, and obtained by said bidder within thirty (30) days after the effective contract date. Purchaser shall pay the cost thereof as well as the cost of any update. Purchaser shall have fifteen (15) days from the date of receiving said commitment of title to examine same. Failure of bidder to timely obtain title information shall not extend the time for closing. If title is found to be defective due to conditions or restrictions other than those set forth herein, Purchaser shall, within said period, notify the City Attorney in writing, specifying the defects. If the said defects, other than those set forth herein, and that the title was obtained by or through a tax deed, render the title unmarketable, the City shall have one hundred twenty (120) days from receipt of such notice to cure the defects, and if after said period the City shall not have cured the defects, Purchaser shall have the option of (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to Purchaser, and thereupon the Purchaser and the City shall be relieved of all further obligations.
3. A survey of the property, if desired, shall be obtained and paid for by the Purchaser.
4. State documentary stamps on the deed shall be paid by the Purchaser.
5. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City and to the best of its knowledge, there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.
6. The Purchaser shall pay the cost of recording the deed.
7. The Purchaser shall pay the cost of his or its own attorneys and any title insurance.

8. The Bid Deposit will be considered as a good faith deposit and will be deducted from the amount bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.
9. Closing shall take place within ninety (90) days from the date of the contract, in the office of the City Attorney. The time for closing shall be extended as may be required to afford the City a reasonable opportunity to cure any defects in title.
10. The sale is not subject to the successful bidder obtaining financing.
11. Survival of Bid Specifications and Purchase Contract After Closing. It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.
12. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar commission shall be the sole obligation and responsibility of the successful bidder and the City shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

QUESTIONS AND COMMUNICATION

All questions regarding the solicitation are to be submitted in writing to City of Pompano Beach, Real Property Manager, 100 W. Atlantic Boulevard, Room 276, Pompano Beach, Florida 33060, or email Cassandra.LeMasurier@copbfl.com. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the bid on the City's website, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH BOUNDARY OF SAID SE 1/4 OF THE SE 1/4 OF THE SW 1/4, SAID POINT BEING 155 FEET WEST OF THE SOUTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4 OF THE SW 1/4; THENCE NORTH AND PARALLEL WITH THE EAST BOUNDARY OF SAID SE 1/4 OF THE SE 1/4 OF THE SW 1/4, A DISTANCE OF 50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH AND PARALLEL WITH SAID EAST BOUNDARY, A DISTANCE OF 233.84 FEET TO THE SOUTH LINE OF NORTHEAST FIRST STREET; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 75 FEET; THENCE SOUTH AND PARALLEL WITH SAID EAST BOUNDARY, A DISTANCE OF 233.91 FEET TO A POINT 50 FEET NORTH OF SAID SOUTH BOUNDARY OF SE 1/4 OF THE SE 1/4 OF THE SW 1/4; THENCE EAST AND PARALLEL WITH SAID SOUTH BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, TOGETHER WITH BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SE 1/4 OF THE SE 1/4 OF THE SW 1/4; THENCE NORTH ALONG THE QUARTER SECTION LINE, 283.77 FEET; THEN WEST ALONG THE SOUTH LINE OF N.E. 1ST STREET, 155 FEET; THEN SOUTH AND PARALLEL TO THE EAST BOUNDARY OF SAID SE 1/4 OF THE SE 1/4 OF THE SW 1/4, 283.84 FEET TO THE SOUTH BOUNDARY OF SAID SECTION 36, 155 FEET TO THE POINT OF BEGINNING; LESS THE EAST 30 FEET AND LESS THE SOUTH 50 FEET OF THE ABOVE DESCRIBED PARCEL.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 46,758 SQUARE FEET (1.07 ACRES), MORE OR LESS.

Address: 1207 East Atlantic Boulevard, Pompano Beach, FL 33060
Folio No.: 4842 36 00 0360

COMPOSITE EXHIBIT B

BROWARD COUNTY PROPERTY APPRAISER INFORMATION

2/17/2021

1207 E ATLANTIC BOULEVARD



Site Address	1207 E ATLANTIC BOULEVARD, POMPANO BEACH FL 33060	ID #	4842 36 00 0360
Property Owner	CITY OF POMPANO BEACH	Millage	1511
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80
Abbr Legal Description	36-48-42 BEG 155 W & 50 N OF SE COR OF SE 1/4 OF SE 1/4 OF SW 1/4 FOR POB,N 233.84 TO S/L NE 1ST ST,W 75,S 233.91, E 75 TO POB, TOG WITH BEG SE COR OF SE 1/4 OF SE 1/4 OF SW 1/4, N 283.77, W 155, S 283.84, E 155 TO POB LESS E 30 AND LESS S 50		

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).

* 2021 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2021*	\$876,710		\$876,710	\$876,710				
2020	\$876,710		\$876,710	\$876,710				
2019	\$759,820		\$759,820	\$759,820	\$748.86			
2021* Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$876,710	\$876,710	\$876,710	\$876,710				
Portability	0	0	0	0				
Assessed/SOH	\$876,710	\$876,710	\$876,710	\$876,710				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type 14	\$876,710	\$876,710	\$876,710	\$876,710				
Taxable	0	0	0	0				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
2/17/2019	WD-D	\$500,000	115670987	\$18.75	46,758	SF		
8/31/2005	WD	\$475,000	40518 / 1366					
8/2/2005	JQT		40233 / 869					
8/23/2004	QCD	\$100	38187 / 568					
				Adj. Bldg. S.F.				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
L								
1								

EXHIBIT C

PICTURES OF PROPERTY

VIEW FROM SOUTHEAST CORNER



VIEW FROM SOUTHWEST CORNER



EXHIBIT C

PICTURES OF PROPERTY

VIEW FROM SOUTH LOOKING NORTHWEST



VIEW FROM EAST LOOKING NORTHWEST



COMPOSITE EXHIBIT D

SURVEY 1207 E ATLANTIC BOULEVARD (also provided as separate PDF file with Exhibits)

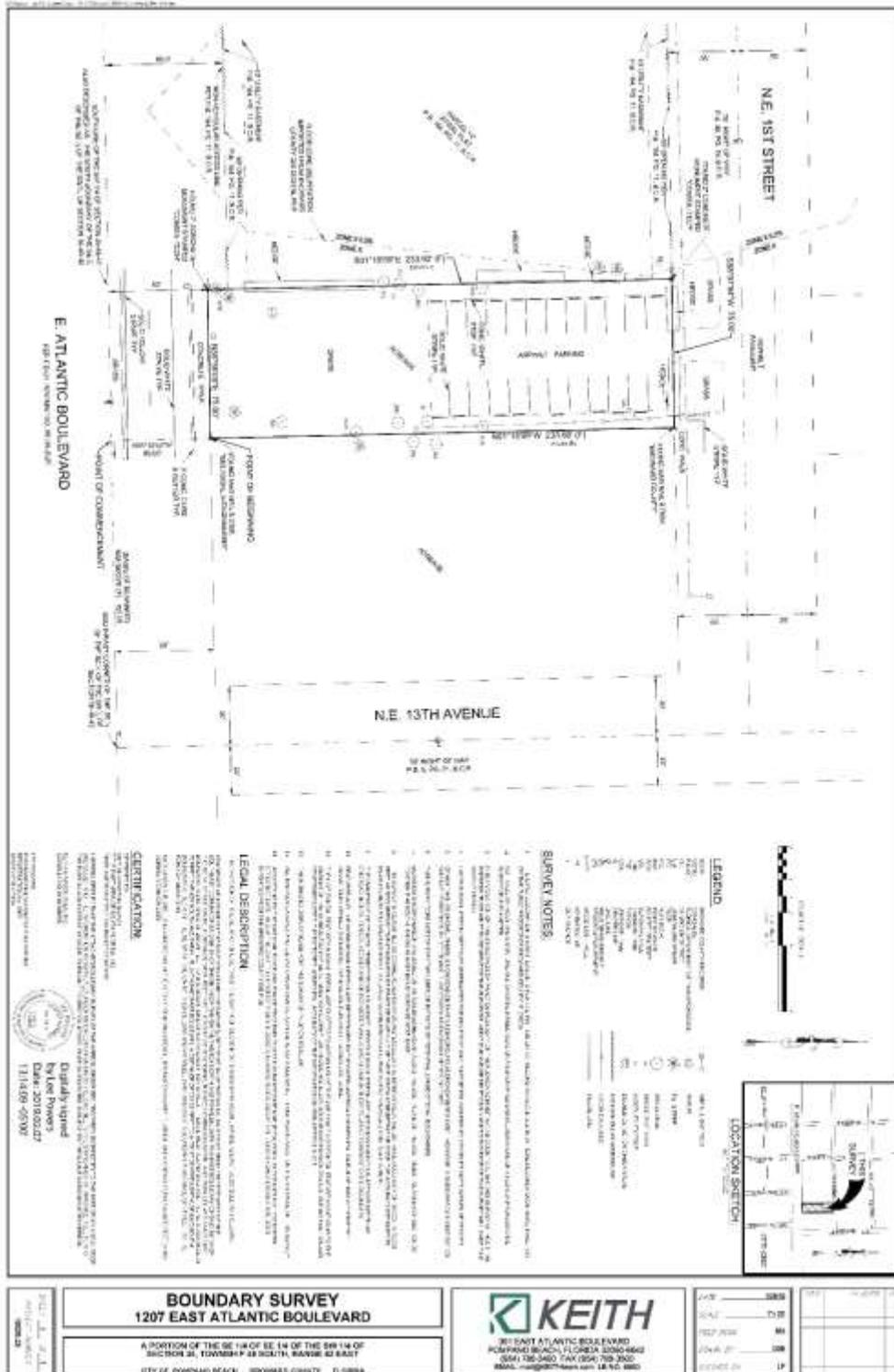


EXHIBIT E

APPRAISAL

**SEE SEPARATE PDF
FILE FOR EXHIBIT D
APPRAISAL**

EXHIBIT F

(The files listed below have been provided as separate PDF files with the Exhibits)

1. **ZONING CODE SECTION 155.3501 TRANSIT ORIENTED (TO)**
2. **ZONING CODE SECTION 155.3709 EAST OVERLAY DISTRICT (EOD)**
3. **ZONING CODE DIAGRAM 155.3709.D SUB-AREAS BUILDING HEIGHTS REGULATING PLAN**
4. **ZONING CODE DIAGRAM 155.3709.E USE-AREAS DENSITY REGULATING PLAN**
5. **ZONING CODE DIAGRAM 155.3709.F.1 STREET NETWORK CONNECTIVITY REGULATING PLAN**
6. **ZONING CODE 155.3709.F.2 STREET DEVELOPMENT REGULATING DIAGRAMS**
7. **ZONING CODE DIAGRAM 155.3709.H DESIGNATED PUBLICLY ACCESSIBLE OPEN SPACE AND URBAN GREENWAY SYSTEM REGULATING PLAN**

EXHIBIT G

(The file listed below has been provided as a separate PDF file with the Exhibits)

ZONING CODE DIAGRAM 155.3501.O.5 BUILDING TYPOLOGY AND PLACEMENT REGULATING PLAN

EXHIBIT H

(The file listed below has been provided as a separate PDF file with the Exhibits)

TABLE E.2 PRINCIPAL USES REGULATING TABLE

EXHIBIT I

SAMPLE CONTRACT

CONTRACT FOR SALE AND PURCHASE

(Unimproved)

SOLD "AS IS"

Parties:

CITY OF POMPANO BEACH, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, "CITY,"

and

, "BUYER,"

hereby agree that CITY shall sell and BUYER shall purchase the following described property, situate, lying and being in Broward County, Florida, all of which is referred to as the "Property," upon the terms and conditions hereinafter set forth.

LEGAL DESCRIPTION

See Exhibit "A" Attached Hereto

TERMS AND CONDITIONS OF PURCHASE

Purchase Price:

- | | | |
|-----|---|----|
| (a) | Purchase Price | \$ |
| (a) | Deposit to be held by the City of Pompano Beach in the amount of | \$ |
| (b) | Balance to close (U.S. cash, wire transfer, subject to adjustments and prorations | \$ |

Proceeds of Sale:

The purchase price shall be paid at closing by U.S. cash, wire transfer, payable to CITY, less any credits to BUYER, pursuant to any adjustments necessitated by proration of any sums agreed to be prorated between the parties, if any.

TIME AND PLACE OF CLOSING

It is agreed that this transaction shall be closed, and the BUYER shall pay the closing purchase price as provided herein above, and CITY shall execute all papers or documents necessary to be executed by CITY under the terms of this contract on or before the 90th day after execution of the contract by the BUYER, at the office of the City Attorney, or by mail away, or at such other place as CITY may designate. Unless otherwise agreed upon in this contract, possession and occupancy will be delivered to BUYER at the time of closing.

TAXES/PRORATION

Taxes:

In the event the date of closing of fee title shall occur between January 1 and November 1, CITY shall, in accordance with Section 196.295, Florida Statutes, 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 said real property. All funds necessary to pay for prorated taxes shall be deducted by BUYER from the proceeds of sale at closing. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City and to the best of its knowledge, there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, BUYER shall assume the same. In the event of a closing on or after November 1, taxes for current year must be paid in full by CITY.

General Prorations:

Any rents, revenues, unearned insurance premiums, 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.

PROPERTY SOLD "AS IS"

All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, representation or information, not embodied in this Agreement, made by the other, or by any real estate broker, agent, employee, servant or other person representing or purporting to represent CITY. BUYER has inspected the Property, is thoroughly acquainted with its condition, and takes same "as is." CITY has not made and does not make any representations as to the physical condition, expenses, operation, title or any other matter or thing affecting or related to the property, except as specifically set forth in this contract.

BUYER acknowledges that all representations which CITY has made, if any, and upon which BUYER relied in making this contract, have been included in this Agreement.

BID; BOND DEPOSIT

A. The bid bond deposit of BUYER in the sum of _____ Dollars (\$ _____) shall, at the closing, constitute a credit to BUYER against the total purchase price of _____ (\$ _____) and shall, accordingly, be deducted in determining the balance due at the closing. Interest earned, if any, on the amount of the bid bond shall remain the property of the CITY without credit to the BUYER.

B. In the event all conditions precedent are complied with and if BUYER fails to consummate the purchase in accordance with the terms of this contract, CITY shall be entitled to retain said bid bond deposit of _____ (\$ _____), plus interest earned thereon, if any, as liquidated damages accruing to the CITY from such failure, following which neither party shall have any rights and remedies as against the other.

C. This contract shall supersede any term or condition in conflict with BUYER's bid documentation.

INSPECTION PERIOD AND RIGHT TO CANCEL

A. BUYER shall have ten (10) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire.

B. BUYER shall be responsible for prompt payment for any such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

C. If BUYER determines, in BUYER's sole discretion, that the condition of the Property is not acceptable to BUYER, BUYER may cancel the Contract by delivering facsimile or written notice of such election to CITY within 24 hours after the inspection. If BUYER timely cancels the Contract, the deposit paid shall be immediately returned to BUYER; thereupon, BUYER and CITY shall be released of all further obligations under the Contract, except as provided in Subparagraph B, above.

CONVEYANCES

The property herein described shall be conveyed at closing by delivery of a properly executed and acknowledged _____ Deed.

SURVEY

BUYER, at BUYER's expense, may have the Property surveyed and certified by a Registered Florida Surveyor and shall have said sealed survey delivered to CITY. If the survey shows encroachments on Property or that improvements located on Property encroach on setback lines, easements, lands of others or violates any restrictions, the covenants herein or applicable

governmental regulations, the same shall constitute a title defect as provided for hereinafter in paragraph entitled, "Examination and Approval of Title."

DOCUMENTARY STAMPS AND TANGIBLE TAXES AND RECORDING COSTS

BUYER shall cause to be placed upon the _____ Deed conveying the Property, state surtax and documentary stamps as required by law. CITY shall pay all tangible personal property taxes and the cost of recording any corrective instruments reasonably necessary to assure good and marketable title. BUYER shall pay for the cost of recording the warranty deed.

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 approved by the City Commissioners and executed by the City's Mayor, Manager and Clerk.

EXISTING MORTGAGES AND LEASES

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 herein to be conveyed, setting forth the amount of principal, interest and/or penalties necessary to be paid to discharge such mortgage, lien or encumbrance in full.

Leases:

There are no leases and the SELLER shall furnish the BUYER with the appropriate affidavit stating same.

PUBLIC DISCLOSURE

CITY further agrees that at least ten (10) days prior to closing, in accordance with Section 286.23, Florida Statutes, CITY 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 CITY and the name and address of every person having any beneficial interest in the subject real property.

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

TIME OF THE ESSENCE

It is hereby understood and agreed between the parties that time is of the essence throughout this contract.

MECHANICS' LIENS

CITY hereby represents and warrants to BUYER that as of the effective date of this contract, there are no claims or potential claims for mechanic's liens, either statutory or at common law, and that neither CITY nor CITY's agent has caused to be made on the Property within ninety (90) days immediately preceding the effective date of this contract, any improvement which could give rise to any mechanic's lien. CITY shall furnish to BUYER at time of closing an affidavit in the form approved by the City Attorney.

If any improvements have been made to the Property within ninety (90) days prior to the date of closing, CITY shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers or materialmen, in addition to CITY's mechanic's lien affidavit, setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, and further reciting that, in fact, all bills for work to the Property which could serve as the basis for a mechanic's lien, have been paid.

BROKER'S COMMISSION

CITY hereby represents and warrants that it has dealt with no broker. BUYER acknowledges utilizing _____. BUYER agrees to hold CITY harmless from any claim or demand for commissions made by or on behalf of any broker or agent in connection with this purchase and sale. BUYER agrees to pay all real estate commissions in connection with this transaction.

MODIFICATION

This contract supersedes 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. 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.

EXAMINATION AND APPROVAL OF TITLE

A Title Commitment may be procured by the successful bidder, and obtained by said bidder within thirty (30) days after the effective contract date. BUYER shall pay the cost thereof as well

as the cost of any update. BUYER shall have fifteen (15) days from the date of receiving said commitment of title to examine same. Failure of bidder to timely obtain title information shall not extend the time for closing. If title is found to be defective due to conditions or restrictions other than those set forth herein, BUYER shall, within said period, notify the City Attorney in writing, specifying the defects. If the said defects, other than those set forth herein, and that the title was obtained by or through a tax deed, render the title unmarketable, the CITY shall have one hundred twenty (120) days from receipt of such notice to cure the defects, and if after said period the CITY shall not have cured the defects, BUYER shall have the option of (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to BUYER, and thereupon the BUYER and the CITY shall be relieved of all further obligations.

ENVIRONMENTAL MATTERS

CITY represents that CITY has no underground storage containers or buried barrels or drums of any kind in or on the Property and does not and has not conducted hazardous or toxic substances activity. BUYER, at BUYER's expense, may have a Phase I Environmental Property Assessment upon the Property and any improvements upon the Property by a Florida licensed professional engineer. CITY acknowledges and agrees that said environmental assessment may include the clearing of trees and underbrush, the moving of stored materials and/or tests borings.

SURVIVOR OF COVENANTS

All covenants, grants, representations and warranties contained herein shall survive closing and delivery of the deed.

EXECUTION

This document, consisting of seven (7) pages, shall be executed in at least three counterparts, each of which shall be deemed an original.

BUYER:

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

DATED: _____

CITY:

WITNESSES:

CITY OF POMPANO BEACH

BY: _____
REX HARDIN, MAYOR

BY: _____
GREGORY P. HARRISON
CITY MANAGER

DATED: _____

ASCELETA HAMMOND, CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY