

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A MASTER AGREEMENT AND CONTRACT FOR SALE AND PURCHASE BETWEEN THE CRA AND GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC. FOR THE PROPERTY AT 2200 E ATLANTIC BOULEVARD, POMPANO BEACH, FL 33062 IN THE AMOUNT OF \$950,000; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the parties have negotiated a master agreement (the “Agreement”) and contract for purchase and sale (the “Contract”) for property located at 2200 E Atlantic Boulevard, Pompano Beach, Florida 33062, more specifically identified as Broward County Property Appraiser folio 4842 36 01 0010, (the “Property”) for a purchase price of \$950,000 (the “Purchase Price”); and

**WHEREAS**, the parties desire to execute the Agreement and Contract.

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

**SECTION 1.** The Master Agreement and Contract for Sale and Purchase between the Pompano Beach Community Redevelopment Agency and the Greater Pompano Beach Chamber of Commerce, Inc. dated December 23, 2020, relating to property located at 2200 E Atlantic Boulevard, Pompano Beach (the Agreement and Contract), a copy of which Agreement and Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are authorized to execute the Agreement and Contract together with such other documents as may be required to effectuate the Agreement and Contract.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 19th day of January, 2021.

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**REX HARDIN, CHAIRPERSON**

**ATTEST:**

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**MARSHA CARMICHAEL, SECRETARY**

## MASTER AGREEMENT

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**THIS MASTER AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic ("CRA"), and the GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC., a Florida nonprofit corporation, ("CHAMBER"), collectively referred to as "the Parties."

### WITNESSETH:

**WHEREAS**, the CRA desires to purchase property presently owned by the CHAMBER located at 2200 East Atlantic Blvd., Pompano Beach, Florida ("Subject Property") to complement its current redevelopment of McNab Park, creating a dining and entertainment destination enjoyable by all residents ("Development"); and

**WHEREAS**, the CHAMBER is willing to sell the Subject Property to the CRA under certain terms and conditions described in a contract for sale and purchase and in exchange for a synergistic placement in the City of Pompano Beach ("City")'s future Downtown Pompano Transit Oriented Corridor ("Downtown Corridor"); and

**WHEREAS**, the CRA is willing to assist CHAMBER with the temporary relocation of the CHAMBER office, following the sale of the Subject Property, and ultimately its permanent relocation to the proposed Downtown Corridor; and

**WHEREAS**, Section 163.370(2)(k), Florida Statutes, expressly provides for relocation assistance to nonprofit corporations, including relocation payments for moving expenses and losses of property; and

**WHEREAS**, the East CRA Relocation and Development Incentive Program ("Relocation Program") is designed to "support difficult redevelopment projects that cannot be accommodated under other CRA programs" and "allows the CRA Board the flexibility to choose from a variety of options to facilitate projects that would not happen without assistance at some level;" and

**WHEREAS**, the Section III. A of the Relocation Program further provides that each transaction for tenant relocation and financial assistance should be handled on a case-by-case basis; and

**WHEREAS**, the Parties understand and agree that the sale contemplated by this Agreement and the relocation of the CHAMBER office serve a public purpose and benefit to the CRA's residents, visitors and the local economy and enables the CRA to enhance its current Development and to strategically relocate the CHAMBER in order to continue providing opportunities for networking, partnership and coordination between the CRA, the business community and other stakeholders.



**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the Parties agree as follows:

**1. PURCHASE AND SALE OF REAL PROPERTY.**

A. CHAMBER agrees to sell, and the CRA agrees to purchase, that real property located at 2200 East Atlantic Boulevard to CRA under the terms and conditions set forth in the Contract for Sale and Purchase, attached and made a part of this Agreement as Exhibit "A." The parties agree to execute and abide by the attached agreement as a part of this Master Agreement.

B. The net proceeds resulting from the purchase price of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), shall be held by the CHAMBER in an interest-bearing account and shall be used by the CHAMBER to replace its existing building. Such replacement may include purchase and rehabilitation of an existing building or design and construction of a new building within the Downtown Pompano Transit Oriented District Boundaries (Downtown Corridor) attached and made a part of this Agreement as Exhibit "B". The CHAMBER acknowledges that the purchase price is based on an appraisal of \$670,000.00 and an additional sum of \$280,000 to assist with the CHAMBER's successful relocation to the Downtown Corridor.

C. If the Subject Property is not conveyed as provided in the Contract for Sale and Purchase, the CRA's obligations, outlined in any covenant or condition of this Master Agreement and other subordinate contracts executed as a condition to this Master Agreement, shall be null and void. The parties shall have such rights as are provided by law or under the Contract for Sale and Purchase should either party be at fault for failing to proceed as agreed under the Contract for Sale and Purchase.

**2. CHAMBER OFFICE RELOCATION.**

A. The CHAMBER acknowledges that the purchase price described in Paragraph 1.B. above includes the cost of moving and relocation expenses from the CHAMBER's existing location at McNab Park to a temporary location to be determined by the CHAMBER.

B. The Parties desire that the CHAMBER relocate to the CRA's Innovation District to be developed in the NWCRA District. The parties estimate that it will take approximately six years to complete the CHAMBER's relocation to the Downtown Corridor and, more particularly, to the Innovation District. The CRA will continue to assist the CHAMBER with finding a suitable permanent location. While the parties acknowledge that relocation to the Innovation District is desirable, the CHAMBER has the discretion to relocate to any location within the City.

**3. INTEREST BEARING ACCOUNT.**

A. The CHAMBER shall have the discretion to use funds in the interest bearing account for its operations, as needed from time to time, with the express understanding that any

reduction in the funds will correspondingly reduce the amount of funds available for the replacement building in the Downtown Corridor. The CRA shall not be obligated to provide any additional assistance for the replacement building.

B. The CHAMBER shall have the discretion to relocate to the Downtown Corridor prior to the expiration of the six year rental period should the opportunity for such relocation arise prior to such expiration without any legal or financial penalties.

C. If the CHAMBER fails to use the funds in the interest bearing account for a replacement building by the end of the six year rental term, then the CHAMBER shall reimburse the CRA the amount of \$280,000.00, which represents the difference between the appraisal amount and the purchase price, unless such six year period is extended by agreement between the parties. Failure to reimburse the CRA the \$280,000 shall constitute a breach of this Agreement and the CRA shall have all legal remedies available to it for collection of such reimbursement.

**4. NON-TRANSFERABILITY.** CHAMBER is not permitted to assign, transfer, convey or otherwise dispose of this Agreement to any other person or corporation without the prior written consent of CRA.

**5. RIGHTS OF PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the Parties and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in the Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

**6. VENUE.** The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction or mediated in Broward County, Florida.

**7. PUBLIC RECORDS.**

A. The CRA is a public agency subject to Chapter 119, Florida Statutes. CHAMBER shall comply with Florida's Public Records Law, as amended. Specifically, CHAMBER shall:

1) Keep and maintain public records required by the CRA in order to perform under this Agreement.

2) Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law



for the duration of the contract term and following completion of the contract if the CHAMBER does not transfer the records to the CRA.

4) Upon completion of the Agreement, transfer, where applicable, at no cost to the CRA, all public records in CHAMBER's possession, or keep and maintain public records required by the CRA to perform the service. If the CHAMBER transfers all public records to the CRA upon completion of the Agreement, the CHAMBER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CHAMBER keeps and maintains public records upon completion of the Agreement, the CHAMBER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the CHAMBER to provide the above described public records to the CRA within a reasonable time may subject CHAMBER to penalties under Section 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CRA CLERK  
100 W. Atlantic Blvd., Suite 276  
Pompano Beach, Florida 33060  
(954) 786-5535  
[marsha.carmichael@copbfl.com](mailto:marsha.carmichael@copbfl.com)**

8. **NOTICES.** Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by hand delivery to the address of the party to whom the notice is to be given. Unless otherwise designated, addresses of the parties are as follows:

**FOR CRA:**

Gregory P. Harrison,  
CRA Executive Director  
Pompano Beach CRA  
100 W. Atlantic Blvd., Fourth Floor  
Pompano Beach, Florida 33060-1300  
[greg.harrison@copbfl.com](mailto:greg.harrison@copbfl.com)

Claudia M. McKenna, CRA Attorney  
Pompano Beach CRA  
100 W. Atlantic Blvd., #276  
Pompano Beach, Florida 33060  
[cmcmunilaw@gmail.com](mailto:cmcmunilaw@gmail.com)

**FOR CHAMBER:**

Greater Pompano Beach Chamber of  
Commerce, Inc.  
2200 E. Atlantic Blvd.  
Pompano Beach, Florida 33062

**9. INDEMNIFICATION.**

A. CHAMBER shall at all times indemnify, save, hold harmless and defend the CRA and the City, their officials, their authorized agents, and their employees from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities, to the extent of insurance coverages required by the City's Risk Manager, arising directly, indirectly or in connection with this Agreement, with CHAMBER's use of the Subject Property, and with CHAMBER's officers, staff or other agents' actions, negligence or misconduct whether the occurrence or cause arises on or away from the Subject Property except that CHAMBER shall not be liable under this Article for damages arising out of injury or damage to persons or the Subject Property arising from the negligence, gross negligence or willful misconduct of the CRA, any of its officers, agents or employees. CHAMBER agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related to such claims, even if the claim is groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by CHAMBER for any causes of action CHAMBER has or may have for breaches or defaults by the CRA under this Agreement.

B. CHAMBER acknowledges and agrees that neither party would enter into this Agreement without this indemnification. The parties agree that one percent (1%) of any money obtained through this Agreement shall constitute specific consideration for the indemnification to be provided under the contract.

C. Until such time as title is transferred to the CRA, CHAMBER shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Subject Property against damage or loss of any nature or kind. CHAMBER acknowledges and agrees that until transfer of title to the Subject Property, CRA assumes no responsibility whatsoever for any personal property placed at the Subject Property by CHAMBER, its guests, agents, tenants or invitees, with the exception of damages or loss suffered as a result of CRA's negligence. CRA and the City are expressly released and discharged from any and all liability for any loss, injury or

damage to persons or property which may be sustained by reason of the presence of any property owned by CHAMBER, its guests, agents, tenants or invitees in the Subject Property.

D. The indemnification provisions of this Article shall survive the expiration or termination of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

E. Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of CRA, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28.

#### **10. FORCE MAJEURE.**

A. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

B. If either Party is unable to perform, or are delayed in their performance of any obligations under this Agreement because of any event of Force Majeure, their inability to perform or delay shall be excused until such time as event ends or as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, as determined in the CRA's sole discretion.

C. In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and also diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this Article, time is of the essence.

#### **11. WAIVER AND MODIFICATION.**

A. A Party's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**12. SEVERABILITY.** Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**13. BINDING EFFECT.** The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

**14. MISCELLANEOUS.**

A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory to this Agreement shall be considered for all purposes as original.

B. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

C. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CRA and CHAMBER and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against, either party.

D. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

E. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement. The Exhibits attached are also incorporated into and made a part of this Agreement.

F. In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

G. The parties voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance of any covenants and obligations in such Agreement.

**IN WITNESS WHEREOF**, the parties to this Agreement have set their hands and seals on the day and year first above written.

**"CRA":**

Witnesses:

**POMPAÑO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, CHAIR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON,  
EXECUTIVE DIRECTOR

Attest:

\_\_\_\_\_  
MARSHA CARMICHAEL, CRA CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
CLAUDIA M. McKENNA, CRA ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **REX HARDIN** as Chair, **GREGORY P. HARRISON** as Executive Director, and **MARSHA CARMICHAEL** as CRA Clerk of the Pompano Beach Community Redevelopment Agency, Pompano Beach, Florida, a public body corporate and politic, on behalf of the CRA, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Agreement Between Pompano Beach Community Redevelopment Agency and Greater Pompano Beach Chamber of Commerce, Inc.

**"CHAMBER":**

Witnesses:

GREATER POMPANO BEACH CHAMBER OF  
COMMERCE, INC., a Florida for profit corporation

Roger Gingrich  
Roger Gingrich  
Print Name

By: Jean McIntyre  
Jean McIntyre, President

Susan M. Guiguerich  
Susan M. Guiguerich  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence  
or ☐ online notarization, this 23 day of December, 2020, by Jean  
McIntyre as President of GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC.,  
a Florida for profit corporation, who are personally known to me or who have produced  
N/A (type of identification) as identification.

NOTARY'S SEAL:



Michelle Charlton  
NOTARY PUBLIC, STATE OF FLORIDA

Michelle Charlton  
(Name of Acknowledger Typed, Printed or Stamped)

GG100698  
Commission Number

**EXHIBIT A**

**CONTRACT FOR SALE AND PURCHASE**

## EXHIBIT A

### CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE ("Contract") is made and entered on the \_\_\_\_ day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, with an effective date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between:

**GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC**, a Florida non-profit corporation, of 2200 E. Atlantic Boulevard, FL 33062, ("Seller"),

and

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, ("CRA"),

collectively referred to as "the Parties."

### RECITALS

**WHEREAS**, Seller is the legal owner of that certain parcel of land, together with all improvements, located at 2200 E. Atlantic Boulevard, Florida 33062 ("Chamber Property"); and

**WHEREAS**, the CRA desires to purchase the Chamber Property to complement its current redevelopment of McNab Park to create a dining and entertainment destination enjoyable by all residents;

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises set forth, the CRA desires to acquire, and the Seller desires to sell to the CRA, the Chamber Property in accordance with the following provisions:

1. Recitals. The foregoing recitals are true and correct and incorporated in this Agreement by this reference.

2. Purchase and Sale. Seller agrees to sell to CRA and CRA agrees to purchase from Seller the Chamber Property, more particularly and legally described in Exhibit "A," attached and made a part of this Contract, and rights owned by Seller and shall provide, where available and in the Seller's possession, evidence of such property and rights:

2.1 the Property, together with all easements, privileges, rights to lands lying under any adjacent roadways, and all other appurtenances pertaining to or accruing to the benefit of the Property;

2.2 all transferable licenses, permits, authorizations, consents, notices of completion, variances, waivers, certificates (including, without limitation, certificates of



occupancy or completion) and approvals pertaining to ownership or operation of the Property and held by, or hereafter issued or granted to, Seller, (if any) (the Licenses and Permits”), but only to the extent CRA elects to accept the same;

2.3 all contract rights pertaining to the ownership and operation of the Property taken by or in the name of Seller (if any) which will affect the Property or the Personalty after the Closing Date (as later defined), but only to the extent CRA elects to accept the same (the "Contracts");

2.4 all other intangible rights of Seller pertaining to the ownership, operation or development of the Property, if any (the "Intangible Property");

2.4 all existing transferable guaranties, warranties, and indemnities now issued or issued prior to Closing that relate to the construction, operation or use of the Property, if any (the "Warranties");

2.4 copies of any and all construction drawings, "as built" plans and specifications and concept plans utilized or proposed to be utilized in the construction, renovation and proposed renovation of the Improvements (including driveways, walkways, landscaping and mechanical and electrical systems) in Seller's possession or control, if any (the "Plans and Specifications"); and

The Property and all of the other property and rights described in this paragraph are collectively referred to as the "Property".

3. Purchase Price. The purchase price for the Property (the "Purchase Price") is NINE HUNDRED FIFTY THOUSAND and 00/100 (\$950,000.00) US Dollars, payable at Closing by CRA, subject to prorations and adjustments as provided in this Agreement. Seller acknowledges that the purchase price exceeds the appraised value of the Property and includes relocation assistance and incentives permitted by Section 163.370(2)(k), Florida Statutes, and the East CRA Relocation and Development Incentive Program.

4. Appropriation. The full faith and credit of the CRA is not pledged for payment of any sums due under this Contract, and such sums do not constitute an indebtedness of the CRA within the meaning of any constitutional, statutory or charter provision or limitation. The CRA is not legally required to appropriate revenue for this purpose. In the event the CRA fails to appropriate revenue for this purpose, this Agreement will automatically terminate, title to the Property shall remain vested in the Seller, and the CRA shall have no further obligation under this Contract to Seller.

5 Representations and Warranties of Seller. In addition to the representations and warranties contained elsewhere in this Contract, Seller represents and warrants to CRA, as of the date Seller executes this Contract and as of the closing date, as follows:

5.1 That Seller is the owner of fee simple title to the Property, and that no consents of any third party are required in order for Seller to convey title to the Property to CRA; and

5.2 That there are no contracts or agreements, whether written or oral, regarding the use, development, maintenance, or operation of the Property which will survive the closing, other than the contracts or agreements provided by Seller to CRA with true and correct copies of each such written contract or agreement, and any modifications and amendments. If CRA, in its sole and absolute discretion, determines that these contracts or agreements are unsatisfactory, the CRA may at its option: (1) terminate this Contract by written notice to the Seller within thirty (30) days of the delivery of such contracts or agreements to CRA; (2) request that the Seller attempt, but has no obligation, to modify the terms and conditions of the existing contracts or agreements to a form and content acceptable to CRA; or, (3) proceed to Closing, accepting the contracts or agreements; and

5.3 That there is ingress and egress to the Chamber Property over public roads, and title to the Property is insurable without exception for lack of legal right of access; and

5.4 That, to the best of Seller's knowledge, there are no facts known to Seller materially affecting the value of the Property that are not readily observable by CRA or that have not been disclosed to CRA. CRA acknowledges that the Seller has disclosed to CRA that the Property is uninhabitable and that both Seller and CRA have agreed that Seller is not responsible or obligated to make any repairs to the Property.

## 6. Evidence of Title.

6.1 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 Chamber Property at the Purchase Price ("Prior Policy") together with copies of all exceptions, if requested by CRA. The abstract continuation or title search shall be ordered or performed by CRA's closing agent.

6.2 If, however, a prior policy as described above is not available, then CRA shall, at its option, shall provide and pay for either: (1) an alternative title evidence which is acceptable to CRA's title insurance underwriter; or (2) a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to CRA, upon recording of the deed to CRA, an Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring CRA'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.

7. Insurance of Title. CRA may obtain, at CRA's expense and in reliance on the Evidence of Title, a Title Commitment from a title agent selected by CRA, from which the title insurer agrees to issue to CRA, upon the recordation of the deed mentioned above, an owner's policy of title insurance in the amount of the purchase price, insuring CRA's marketable title to the Property, subject only to exception matters outlined in Section 11 below and those to be discharged by Seller at or before closing.

8. CRA 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, CRA shall within that period notify the Seller in writing, specifying the defects. If the 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 the period, Seller has been unable to cure or remove the defects, CRA shall deliver written notice to Seller either:

8.1 accepting the title as it then is; or

8.2 extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent efforts to cure or remove the defects; or

8.3 terminating this Contract, at which time, the CRA and Seller shall be released of all further obligations under this Contract.

9. If CRA elects to proceed pursuant to Section 8.2, 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), CRA shall, within 5 days after expiration of the extended time provided, deliver written notice to seller either:

9.1 accepting the title as it then is; or

9.2 terminating this Contract, at which time, the Parties shall be released of all further obligations under this Contract.

10. Seller shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications as outlined in Section 11 below. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law.

11. Seller shall convey marketable title to the Property by special warranty deed, subject only to the following matters ("Acceptable Exceptions") and those otherwise accepted by CRA:

11.1 Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority;

11.2 All laws, conditions, covenants, restrictions, agreements, limitations, reservations, declarations, dedications, and easements now or hereafter recorded in the public records,

11.3 Restrictions and matters appearing on the plat or otherwise common to the subdivision, including publicly dedicated rights-of-way, easements and other matters of public record, including, but not limited to, utility agreements of record, and any other restrictions upon the use of the Property;;

11.4 Outstanding oil, gas and mineral rights of record without right of entry;

11.5 Any state of facts which an accurate survey of the Property would disclose;

11.6 Unplatted public utility easements of record;

11.7 All standard printed exceptions contained in an ALTA owner's policy of title insurance issued in Broward County, Florida;

11.8 Real property taxes for the year of Closing and subsequent years.

12. At closing Seller shall also deliver to CRA the following documents:

12.1 Mechanic's Lien Affidavit and Foreign Investment in Real Property Tax Act ("FIRPTA") Affidavit;

12.2 Such other documents as shall be reasonably requested by CRA (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 CRA and properly transfer all of the rights being sold in accordance with this Contract;

12.3 Evidence of authority to convey the Property satisfactory to CRA; and,

12.4 The public disclosure certificate required below.

13. Proration of Taxes.

13.1 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.

13.2 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.

13.3 All governmental assessments certified prior to the closing date, general or special, shall be paid by Seller prior to or at closing, and CRA shall not be obligated to pay such assessments.

13.4 The transaction is by and between a tax-exempt municipal entity (CRA) and a 501(C)(6) trade/professional association (Seller).

14. 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.

15. Existing Mortgages, Leases and Contracts.

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

15.2 Leases, Options, Contracts and Other Interests:

15.2.1 Seller represents and warrants to CRA that there are no parties in possession other than Seller, no leases (written or oral), no options to purchase or contracts for sale covering all or any part of the Property, no parties having ownership of any improvements located on the Property and no parties having any interest in the Property. Seller represents and warrants that Seller has previously furnished to CRA copies of all written leases, options and contracts for sale, estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant and estoppel letters from each optionee, contract vendors and all others (if any) describing in such detail as requested by CRA the nature of their respective interests. In the event Seller is unable to obtain the estoppel letters, Seller represents and warrants that Seller has furnished the same information, true and correct, to CRA in the form of a Seller's affidavit and as further described in Exhibit "B," attached and incorporated in this Agreement.

15.2.2 From the date of Seller's execution of this Contract, Seller represents and warrants to CRA 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 or any improvement, or encumber or suffer the Property or any part to be encumbered by any mortgage or other lien, without the prior written consent of CRA which consent may be granted or withheld by CRA in its sole discretion.

15.2.3 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 CRA free and clear of any such items and furnish to the CRA written evidence of such termination at closing. Further, Seller's obligation under this provision shall be a condition precedent to the closing of this transaction.

16. Time and Place of Closing.

16.1 It is agreed that this transaction shall be closed and the CRA shall pay the purchase price, as adjusted as provided in this Agreement, and execute all papers or documents necessary to be executed by CRA, and Seller shall execute all papers or documents necessary to be executed by Seller under the terms of this Contract, on or before the 60th day after the Effective Date, at the Pompano Beach CRA Attorney's Office, located at 100 West Atlantic Blvd., Pompano Beach, Florida, or at such earlier time or other place as CRA may designate. However, nothing contained in this Section shall act or be construed as a limitation of any sort upon CRA's rights under this Contract, including without limitation its rights under paragraph 16.2, its right to examine the Title Base and computer title search update, Title Commitment, and Survey, or as a limitation of other time established for CRA's benefit.



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

16.2.1 All representations, warranties and covenants of the Seller shall be true and correct as of the closing date.

16.2.2 The status of title to the Property shall not have changed in a manner which adversely affects the use of the Property for CRA's intended use or renders the title unmarketable from date of approval of same by title agent or CRA's counsel in accordance with this Contract.

16.2.3 All security codes and keys, if any, are turned over to CRA at closing.

16.3 In the event that at the time of closing any of Seller's representations and warranties are not true or any condition exists which would allow CRA to terminate this Contract, CRA may deliver to Seller written notice, 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 or cure and remove such other matters so affecting the Property, as the case may be. If such warranties and representations shall not be rendered true or such other matters shall not be cured and removed, CRA may, by notice to Seller, elect to (a) cancel and terminate this Contract, or (b) accept title to the Property AS-IS.

16.4 At the time of Closing, the net proceeds, resulting from the purchase price of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), to be disbursed to Seller shall be placed into an interest-bearing account by a local banking institution chosen by Seller.

17. Documentary Stamps, Tangible Taxes and Other Costs.

17.1 CRA shall cause to be placed upon the warranty deed conveying the Property state surtax and documentary stamps as required by law. Seller shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which CRA deems necessary to assure good and marketable title. CRA shall pay for the cost of recording the warranty deed.

17.2 Except as specifically provided in Section 17.1 above, 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 CRA. CRA is in no manner responsible for any state, federal or other income, excise, or sales tax liabilities of Seller.

17.3 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 CRA.

18. Special Assessment Liens.

18.1 Liens for Special Assessment shall be paid by Seller prior to closing or credited to CRA, as provided in this Contract.

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

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

19. Survey. CRA, at CRA's expense, within the time allowed to deliver Title Base and review same, may have the Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Property or that improvements located on the Property 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.

20. Mechanics' Liens.

20.1 Seller represents and warrants to CRA that as of the date of this Contract and as of closing, there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither Seller nor Seller's agent has caused to be made on the Property within ninety (90) days immediately preceding the date of this Contract any improvement which could give rise to any Mechanics' Lien. In addition, Seller represents and warrants to CRA that neither Seller nor Seller's agent shall cause any improvement to be made on the Property between the date of full execution of this Contract and closing which could give rise to any Mechanic's Lien for which any bills shall remain unpaid at closing. Seller shall furnish to CRA at time of closing an affidavit, substantially similar to the form attached as Exhibit "C," attesting to the absence 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.

20.2 If any improvements have been made within the 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.

21. Time of the Essence. Time is of the essence throughout this Contract. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national legal holidays shall

be excluded. Any time periods provided for in this Contract that end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day.

22. Public Disclosure. Seller represents and warrants that the names and addresses of every person or firm having a beneficial interest in the Property is as follows:

Greater Pompano Beach Chamber of Commerce, Inc.  
2200 East Atlantic Boulevard  
Pompano Beach, FL 33062  
Contact: Jean McIntyre, President and CEO  
Email: jmcintyre@pompanobeachchamber.com

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.

23. Broker's Commission. The Parties represent and warrant that neither has dealt with a broker, and each agrees to hold the other harmless from any claim or demand for commissions made by or on behalf of any broker or agent of the respective party in connection with this sale and purchase.

24. Assignment. This Contract, or any interest in the Contract, shall not be assigned, transferred or otherwise encumbered under any circumstances by Seller or CRA without the prior written consent of the other and only by a document of equal dignity.

25. Default. If Seller refuses to carry out the terms and conditions of this Contract, then this Contract may be terminated at CRA's election, upon written notice, or the CRA shall have the right to seek specific performance against Seller. In the event the CRA 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 CRA.

26. Persons Bound. The benefits and obligations of the covenants in this Contract shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the Parties. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders.

27. Survival of Covenants and Special Covenants. The covenants and representations in this Contract shall survive for one (1) year following delivery of deed and possession.

28. Waiver, Governing Law and Venue and Attorney's Fees.

28.1 Failure of either party to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right in this Contract, 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 in writing.

28.2 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. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction or mediated in Broward County, Florida.

28.3 The parties voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance of any covenants and obligations in such Agreement.

28.4 In any litigation, including breach, enforcement, or interpretation, arising out of this Contract, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses, at trial or on appeal. This section shall survive for one (1) year following delivery of deed and possession.

29. Entire Agreement; Modification. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Contract, 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 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 shall be effective unless contained in a written document executed with the same formality and of equal dignity.

30. Contract Effective. This Contract or any modification, amendment or alteration shall not be effective or binding upon any of the Parties until it is approved by the CRA and executed by the CRA's Chair, Executive Director and Clerk.

31. Condition of Property. Buyer, upon Closing, accepts the Property and improvements in "AS IS" "WHERE IS" condition, WITH ALL FAULTS, subject only to the express representations and warranties set forth in this Agreement or the documents executed and delivered by Seller at Closing (collectively, the "Closing Documents") and the warranties of title contained in the Deed. It is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property condition, including, but not limited to, any warranties or representations as to habitability, merchantability, suitability or fitness for a particular purpose. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property condition made or furnished by Seller or any party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement or in a Closing Document (and then subject to the limitations set forth in this Agreement). Buyer represents to Seller that Buyer has conducted such investigations of the Property, including but not limited to, its physical and environmental conditions, as Buyer has deemed necessary or desirable to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and has relied and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement or

in the Closing Documents (if any). Upon Closing, Buyer shall be deemed to have waived, relinquished and released Seller and its officers, directors, shareholders, partners, members, managers, trustees, beneficiaries, employees, agents and their respective successors and assigns (collectively, "Seller Representatives") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller or any Seller Representative at any time by reason of or arising out of any defects in the Property's physical or environmental condition. The foregoing however shall not release a claim for the breach of an express representation and warranty set forth in this Agreement or in a Closing Document delivered by Seller.

32. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

33. Further Undertaking. The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Contract.

34. Notices. 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 parties 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 CRA:**

Gregory P. Harrison, Executive Director  
100 West Atlantic Blvd.  
Pompano Beach, Florida 33360  
Greg.harrison@copbfl.com

**FOR SELLER:**

Jean McIntyre, President and CEO  
Greater Pompano Beach Chamber of Commerce, Inc.  
2200 East Atlantic Boulevard  
Pompano Beach, FL 33062  
jmcintyre@pompanochamber.com

jmcintyre@pompanobeachchamber.com

35. The Contract for Sale and Purchase shall be executed in at least three (3) counterparts, (excluding the exhibits) each of which shall be deemed an original.

36. Public Records. The Parties acknowledge and agree to be subject to Chapter 119, Florida Statutes and shall comply with Florida's Public Records Law, as amended.

37. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

38. Signatories' Authority. The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

39. Successors and Assigns; Recording. This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the CRA and the Seller, and their permitted legal representatives, successors, and assigns. This Agreement shall not be recorded in the Public Records of Broward County, Florida.

40. Relocation of Seller's Office. Following the Closing, the CRA further agrees to financially assist the Seller with relocating its offices to temporary office space, until the Seller's Offices are permanently relocated to the Downtown Corridor or other mutually agreeable location, as further outlined in and governed by the Master Agreement executed by the Parties on or about the same date as this Agreement.

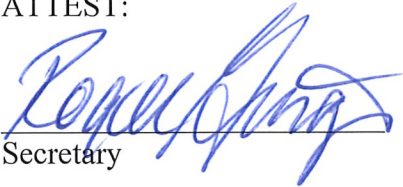
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Greater Pompano Beach Chamber of Commerce, Inc, signing by and through its President, duly authorized to execute same, and CRA, 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**

**GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC.**

ATTEST:

  
Secretary

(SEAL)

By

  
Jean McIntyre, President

23 day of December, 2020.

**OR**

WITNESSES:

  
Witness 1 Signature

Susan M. Güngerich  
Witness 1 Print/Type Name

  
Witness 2 Signature

Michelle Charlton  
Witness 2 Print/Type Name

**"CRA"**

**WITNESSES:**

**POMPAÑO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_

BY: \_\_\_\_\_  
REX HARDIN, CHAIR

\_\_\_\_\_

BY: \_\_\_\_\_  
GREGORY P. HARRISON  
EXECUTIVE DIRECTOR

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARSHA CARMICHAEL  
CRA CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **REX HARDIN** as Chair, **GREGORY P. HARRISON** as Executive Director, and **MARSHA CARMICHAEL** as CRA Clerk of the Pompano Beach Community Redevelopment Agency, Pompano Beach, Florida, a public body corporate and politic, on behalf of the CRA, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

All that portion of a Tract or Parcel of Land designated as "Park", on the Plat of PINEHURST, according to the map or plat thereof as recorded in Plat Book 5, Page 13, Public Records of Broward County, Florida. Beginning at the northwest corner thereof, thence east along the north property line of said Parcel for a distance of 100 feet; thence south, parallel to the west line of said Parcel a distance of 90 feet, thence west parallel to the said north line a distance of 100 feet; thence north along the west line of said Parcel A, a distance of 90 feet to the Point of Beginning; said lands lying and being in Broward County, Florida

**Address:** 2200 E. Atlantic Boulevard, Pompano Beach, FL 33062

**Broward County Property Appraiser Identification Number:** 4842 36 01 0010

**EXHIBIT "B"**

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

**NONE**

**EXHIBIT "C"**

**AFFIDAVIT**

**(No-Lien, Non-Foreign Status, 1099)**

STATE OF FLORIDA:  
COUNTY OF BROWARD:

**DATE OF CLOSING:** \_\_\_\_\_, 2021

**FILE:**

**BEFORE ME**, the undersigned authority personally appeared the undersigned Affiant, Jean McIntyre, who after being duly sworn, depose on oath and say:

1. That GREATER POMPANO BEACH CHAMBER OF COMMERCE, INC. Owner) is/are the owner(s) of the following described property, to wit:

**FOLIO NO. 4842 36 01 0010**

2. ☒ Said property is the NOT principal residence of the Affiant; or

☐ Affiant presently resides at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

8. (X) That this affidavit is made for the purpose of inducing the Pompano Beach Community Redevelopment Agency to exchange property with Affiant for a gross sale price of \$ 950,000.00 .

(X) That this affidavit is also made for the purpose of inducing Title Partners of South Florida, Inc. and/or its Underwriter to issue a policy of title insurance on said property.

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

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

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

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

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

Social Security No. \_\_\_\_\_  
Tax I.D. No. 59-0601960

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

15. Section 5045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099 will be produced, and a copy of it will be furnished to the Internal Revenue Service and to you no later than January 31 of the next year, and a copy

may be sent to third parties. If you fail to furnish adequate information (in particular, a taxpayer identification number), then you will be subject to all Internal Revenue Service regulations, including the possible withholding of twenty percent (20%) of the current sales price.

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

Affiant agrees to indemnify and hold the City of Pompano Beach, Pompano Beach Community Redevelopment Agency, Title Partners of South Florida, Inc. and First American Title Insurance Company harmless from all liability, including reasonable attorney's fees and costs, for any and all false statements and/or misrepresentations contained herein, or in the event of any liability imposed on the City of Pompano Beach or the Pompano Beach Community Redevelopment Agency based upon their reliance upon this affidavit. In the event the Pompano Beach Community Redevelopment Agency or the City of Pompano Beach is required to use the services of an attorney to defend itself in any claim made against it, Affiant agrees to pay all attorney's fees and costs, whether or not suit is brought.

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

AFFIANT:

Jean McIntyre (SEAL)  
President

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 23 day of December, 2020, by Jean McIntyre as President of Greater Pompano Beach Chamber of Commerce, a Florida Corporation, who is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY SEAL:



Michelle Charlton  
NOTARY PUBLIC, STATE OF FLORIDA

Michelle Charlton  
Print Name  
GG100698  
(Commission Number)

## **EXHIBIT B**

### **DOWNTOWN POMPAÑO TRANSIT ORIENTED DISTRICT BOUNDARIES**

