



Town Commission Agenda Item Report

Meeting Date: July 11, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTION

Subject Title:

Resolution 2019-18 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 4433 BOUGAINVILLE DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO OBTAIN EXECUTION OF AND IMPLEMENT THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Explanation:

The Town needs about 300 sq. ft. of Community Church Lauderdale-By-The-Sea ("Community Church") property at the south end of their property ("Property"), to allow room for several new parking spaces and the new return road at the south end of the parking area, which should eliminate illegal turns. Section IV.J of the Town Purchasing Manual sets out the process for purchasing property. Pursuant to Section IV.J, on March 12, 2019, the Town Commission authorized negotiations with the Community Church for the acquisition of the Property.

After negotiations, Community Church has agreed to sell the Property to the Town for \$15,000. Additionally, the Town will provide for all related closing and/or recording costs, and assist Community Church with the installation of three total directional signs coming off Commercial Boulevard and/or Ocean Drive.

Pursuant to Section IV.J of the Town Purchasing Manual, notice of the proposed real property purchase was published in a newspaper of general circulation in the Town on June 4, 2019. Additionally, Community Church has provided staff with evidence of marketable title.

Recommendation:

Approval of the purchase agreement

Attachments: Exhibit 1 Resolution 2019-18
Exhibit 2 Purchase Agreement

Exhibit 1

RESOLUTION 2019-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PURCHASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 4433 BOUGAINVILLE DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO OBTAIN EXECUTION OF AND IMPLEMENT THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town needs about 300 sq. ft. of Community Church Lauderdale-By-The-Sea ("Community Church") property at the south end of their property ("Property"), to allow room for several new parking spaces and the new return road at the south end of the parking area; and

WHEREAS, pursuant to Section IV.J, on March 12, 2019, the Town Commission authorized negotiations with the Community Church for the acquisition of the Property; and

WHEREAS, after negotiations, Community Church has agreed to sell the Property to the Town for \$15,000; and

WHEREAS, additionally, the Town has agreed to assist Community Church with the installation of three total directional signs coming off of Commercial Boulevard and/or Ocean Drive; and

WHEREAS, on _____, 2019, the Town published notice of this proposed purchase in a newspaper of general circulation in the Town; and

WHEREAS, Community Church has provided staff with evidence of marketable title; and

WHEREAS, the Town Commission finds that is in the best interest of the Town

and its residents to approve a Purchase Agreement for the real property located at 4433 Bougainvilla Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed by the Town Commission, and incorporated herein.

SECTION 2. Purchase Agreement Approved. The Purchase Agreement, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Purchase Agreement, in substantially the same form as attached Exhibit “A.” The Town Manager or designee and Town Attorney may make any non-material changes to the Purchase Agreement necessary to obtain execution of the Agreement.

SECTION 4. Implementation. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the Agreement.

SECTION 5. Effective Date. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this ____th day of May, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk

Approved as to form:

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64 Susan L. Trevarthen, Town Attorney
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____ 2019 by and between **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (hereinafter referred to as “**Seller**”) and the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, Florida (hereinafter referred to as “**Purchaser**”).

WHEREAS, Seller is the owner of certain real property located at 4433 Bougainvilla Drive containing approximately 215 square feet located in the Town of Lauderdale-By-The-Sea, Broward County, Florida, and more specifically described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property (hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Affiliate. A Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Person in question. For purposes of this definition, the term “control” means the ownership of 50% or more of the beneficial interest or the voting power of the controlled Person.

1.2 Business Day. Monday through Friday excluding bank holidays on which national banking associations are authorized to be closed.

1.3 Closing. The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.4 Closing Date (or Date of Closing). The date upon which Closing occurs.

1.5 Condemnation Proceeding. Any proceeding or threatened proceeding condemnation, eminent domain or written request in lieu thereof.

1.6 Deed. The statutory warranty deed of conveyance of the Land from Seller to Purchaser.

1.7 Earnest Money. The funds to be paid by Purchaser to Escrow Agent pursuant to Section 3 hereof, plus any interest earned thereon.

1.8 Effective Date. The date when the last one of Seller or Purchaser has signed and initialed all changes to this Agreement.

1.9 Environmental Report. The environmental assessment audit to be conducted by Purchaser’s environmental engineer, at Purchaser’s expense, with respect to the Property, certified and

delivered to Purchaser.

1.10 Environmental Requirement. All laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any federal, state or local governmental authority and relating to or addressing the protection of the environment or human health.

1.11 Escrow Agent. Weiss Serota Helfman Cole & Bierman, P.L.

1.12 Evidence of Authority. Evidence of authority for the execution and performance of this Agreement by Seller including, without limitation, necessary resolutions, authorizations and consents.

1.13 Governmental Authority. Any federal, state, county, municipal or other entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.14 Hazardous Substances. Any material or substance that, whether by its nature or use, is now or hereafter defined as hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.

1.15 Intangible Property. All intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land including, but not limited to, the Permits and all public and private contract rights and development or usage rights of Seller with respect to the Land.

1.16 Land. The real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and appurtenant easements thereto, together with all of Seller's right, title and interest in and to all easements, rights of way, strips and gores of land, tenements, hereditaments and appurtenances, reversions, remainders, privileges, licenses and other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Land.

1.17 Legal Requirement. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities and quasi-governmental authorities, officials, agencies, and officers, ordinary or extraordinary, which now may be applicable to the Property or any use, operation or condition thereof.

1.18 Monetary Lien. Any mortgage, deed of trust, security deed, lien, monetary judgment, security interest, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property.

1.19 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, and containing such additional endorsements permitted under Florida title insurance regulations as reasonably requested by Purchaser.

1.20 Permits. All consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any Governmental Authority or quasi-governmental authority issued or granted with respect to the Property now or prior to Closing.

1.21 Permitted Exceptions. Those matters identified or referred to in Section 5.5 and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by Purchaser) subject to and in accordance with the terms and provisions of Section 5 herein.

1.22 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.23 Property. The following property:

1.23.1 The Land;

1.23.2 The Intangible Property and all interests of Seller therein.

1.24 Purchaser's Attorney. Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.,
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134.
Telephone: (305) 854-0800
Fax: (305) 854-2323.

1.25 Real Property. The Land and the Improvements.

1.26 Seller's Attorney. _____

1.27 Seller's Records. All books, records and documents maintained by Seller or compiled by or at the request of Seller and in the possession or control of Seller specifically relating to the ownership, use, development, operation, management, occupancy or maintenance of the Property.

1.28 Submission Documents. The diligence items to be delivered to Purchaser pursuant to Section 9 hereof.

1.29 Survey. An updated survey of the Property satisfactory in all respects to Purchaser prepared by a licensed surveyor in the State of Florida, certified as meeting the minimum standards for survey in the State of Florida. The Survey shall (i) show the square footage and acreage of the Land, (ii) show the location of all the improvements, utility and other lines and easements, either visible or recorded, and the recording references of all the recorded easements shown on the Title Commitment, (iii) show the elevation and flood zone information, and (iv) contain such other items as may be reasonably required by Purchaser.

1.30 Termination Date. _____

1.31 Title Commitment. The commitment for title insurance to be obtained by Purchaser pursuant to Section 5 below.

1.32 Title Company. _____

1.33 U.C.C. Report. A report detailing the results of a search of all records in which a security

interest, lien or encumbrance affecting any portion of the Property may be located.

SECTION 2: PURCHASE AND SALE

Purchaser shall purchase the Property from Seller, and Seller shall sell, convey, transfer and assign the Property to Purchaser, subject to and in accordance with the terms and conditions of this Agreement.

SECTION 3: EARNEST MONEY

Within five Business Days after the Effective Date, Purchaser shall deposit in escrow with the Escrow Agent \$500.00 as Earnest Money, to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

SECTION 4: PURCHASE PRICE

The purchase price for the Property shall be Fifteen Thousand and No/100 Dollars (\$15,000.00) (herein referred to as the "Purchase Price"). The entire Purchase Price, less the amount of the Earnest Money and subject to adjustments and pro-rations as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

SECTION 5: TITLE/SURVEY

Title to the Property shall be good and marketable and insurable fee simple title in an amount of the Purchase Price at no more than the Title Company's ordinary or promulgated rates for the Owner's Title Policy. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner's Title Policy in accordance with this Agreement.

5.1 Examination of Title. Within five (5) Business Days of the Effective Date, Seller shall deliver to Purchaser's Attorney copies of Seller's existing title insurance policy covering the Property and all other title documents in Seller's possession and/or control. Purchaser shall obtain, at Purchaser's expense, an ALTA marketability title insurance commitment (the "Title Commitment") issued by the Title Company covering the Land pursuant to which the Title Company agrees to issue the Owner's Title Policy to Purchaser. The cost of the Title Commitment and the Owner's Title Policy shall be paid by Purchaser.

5.2 Survey. Within five (5) Business Days of the Effective Date, Seller shall provide Purchaser with a copy of any existing survey of the Property in Seller's possession and/or control. At Purchaser's option, Purchaser may obtain a Survey. The cost of the Survey shall be paid by Purchaser.

5.3 U.C.C. Report. Seller shall cause to be delivered to Purchaser copies of the U.C.C. Report, within fifteen (15) days of the Effective Date.

5.4 Permitted Exceptions. The sale of the Property shall be subject to the following:

5.4.1. The lien of all ad valorem real estate taxes for the fiscal year in which Closing occurs, subject to proration as herein provided; and

5.4.2. Any items shown on the Title Commitment and approved by Purchaser in accordance with Section 5.5 below.

The above items described in this Section 5.4 are herein collectively referred to as the "Permitted Exceptions".

5.5 Objections to Title/Survey. Purchaser shall be entitled to object, in its reasonable discretion, to any exceptions which affect marketability of title and which are disclosed in the Title Commitment and/or matters shown on the Survey until the Termination Date, by written notice to Seller. In the event that Purchaser shall so object to the Title Commitment and/or the Survey, Seller shall have thirty (20) Business Days after receipt of such notice to cure Purchaser's objections to Purchaser's satisfaction. In the event Seller is unwilling or unable to so cure such objections, Purchaser may (i) waive such objections, (ii) give Seller additional time in writing to cure such objections (in which event, the Closing shall be delayed for an equivalent period of time) or (iii) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.6 Cure of Monetary Liens. Notwithstanding Section 5.5 above, if the Title Commitment reveals the existence of a Monetary Lien, then Seller shall pay any amount due in satisfaction of each such Monetary Lien, as to the Property (or, subject to Purchaser's reasonable approval, otherwise cause the same to be removed as an exception in the Title Commitment) which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. If one or more Monetary Liens have not been satisfied before the Closing Date, then Purchaser and Escrow Agent are hereby authorized to satisfy such Monetary Liens from the proceeds of the Purchase Price at Closing.

5.7 Purchaser's Right to Terminate. If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to Purchaser subsequent to the date of the Title Commitment (a "New Title Matter") and such New Title Matter (a) is a Monetary Lien or (b) was created or consented to by Seller, then Seller shall cure the New Title Matter, at Seller's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) five (5) Business Days of Seller's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same, and if such New Title Matter is not cured within such period, then Purchaser may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the five (5) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

5.8 Extension of Closing Date. The Closing Date shall be automatically extended to allow all time periods specified in this Section 5 to expire.

SECTION 6: SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, on and as of the date hereof, to be certified to Purchaser on or as of the Closing, as follows:

6.1 Title. Seller is the fee simple owner of the Land and Improvements free and clear of all encumbrances except for the Permitted Exceptions (without modification arising with regard to Purchaser's rejection or disapproval of any of the items pursuant to this Agreement).

6.2 Organization, Power and Authority. Seller is a Florida not for profit corporation, duly qualified to do business in the State in which the Property is located and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, and (ii) does not conflict with or constitute a breach of, or constitute a default under,

any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.3 No Conflict with Laws. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality.

6.4 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors rights to the extent that such laws may be applicable to Seller or the Property.

6.5 No Litigation. Seller is not a party to or affected by any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. There are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or threatened against or adversely affecting the Property or any portion thereof or any interest therein.

6.6 No Notices of Deficiency. Seller has not received any notice nor does Seller have any actual knowledge that the holder of any mortgage or deed of trust encumbering any of the Property, or any portion thereof or interest therein, claims, or intends to claim, any defect or deficiency in the Property

6.7 Permits. All Permits and approvals required for the lawful operation, use and development of the Property have been issued and paid for and are in full force and effect.

6.8 Legal Requirements. The Real Property is in compliance with the zoning, subdivision or building codes and all other Legal Requirements.

6.9 Compliance. None of the Property is in violation of any Legal Requirements.

6.10 No Violations. There are no presently outstanding and uncured notices of any violations of any Legal Requirements, and to Seller's actual knowledge, no Person capable of issuing such notice of violation has threatened to issue a notice of violations.

6.11 Tax Parcels. If the Land consists of more than one parcel assessed as a separate tax lot or tax parcel, each of the parcels constituting the Land has been validly, finally and un-appealably subdivided from all other property for conveyance purposes. There are no pending contests or appeals with respect to (i) the assessed value of the Property for ad valorem taxation purposes or (ii) the amount of any ad valorem taxes levied against or paid with respect to the Property.

6.12 Utilities. All public utilities (including, without limitation, sanitary sewer, storm sewer, electricity, gas, water and telephone) which have been installed in connection with the Property or any part thereof, if any, are installed and operating and have been accepted by such utility company or governmental authority. All installation and connection fees, "tie-in" charges, impact fees, tap-on, permit and other fees with respect to the utilities or facilities now serving the Property, including, but not limited, to water, sewer, electric, telephone and gas, have been fully paid, except for monthly utility service bills which will be paid prior to delinquency. Seller has not received any complaint or claim with respect to storm water flow from any owner of adjacent property or otherwise. All such public utilities either enter the Land through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid and recorded public easements or private easements which inure to the benefit of Purchaser.

6.13 Condemnation. To Seller's actual knowledge, there are no proceedings pending or

threatened against or affecting the Property or any portion thereof or interest therein in the nature of or in lieu of condemnation or eminent domain proceeding.

6.14 Assessments. Seller has no actual knowledge and Seller has not received written notice of any assessments by a public body, whether municipal, county or state imposed, contemplated or confirmed and ratified against any of the Property for public or private improvements which are now or hereafter payable.

6.15 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property are paid in full, and there are no unpaid claims related to work that has been completed or is in progress.

6.16 No Hazardous Substances on Property. Seller has not caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in, or under the Property in a manner which violates any Legal Requirements regulating such substances and, to the best of Seller's actual knowledge, no other Person has caused Hazardous Substances to be discharged, disbursed, stored, treated, generated or allowed to escape on, in or under the Property. No asbestos or asbestos containing materials have been installed, used, incorporated into, or disposed of on the Property by Seller, or, to the best of Seller's actual knowledge, by any other Person. No PCBs have been located on or in the Property, whether in electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or otherwise, by Seller or, to the best of Seller's actual knowledge, by any other Person. No underground storage tanks are currently located on, at or under the Property. To best of Seller's actual knowledge, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Property. The Property has not previously been used as a landfill, a cemetery, or a dump for garbage or refuse by Seller or any of its Affiliates or, to the best of Seller's actual knowledge, by any other Person. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the presence of any Hazardous Substances or underground storage tanks at, on or under the Property prior to the Closing Date and for any violation or breach of the foregoing representation and warranty thereafter. The indemnities contained in this subsection 6.18 shall survive the Closing hereunder and any termination of this Agreement.

6.17 No Rights to Purchase. Except for this Agreement, Seller has not entered into, and has no actual knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

6.18 No Latent Defects. To Seller's actual knowledge, the Property has no hidden or latent defects.

6.19 Parties in Possession. Other than Seller and current tenants occupying their respective units under month to month leases, there are no parties in possession of any portion of the Land as lessees, tenants at sufferance or trespassers.

6.20 Entrances and Exits. All current curb cuts, entrances and exits to the Real Property are lawful and permitted.

6.21 Access. There is permanent vehicular and pedestrian egress from and egress to the Land over public roads that about the Land.

6.22 No Commitments to Dedicate Property. No commitments or agreements have been or will be made to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Land which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Land, or otherwise impose liability on Purchaser.

6.23 Adverse Conditions. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Land which has not been specifically disclosed in writing to Purchaser, including, without limitation, adverse soil conditions.

6.24 Unrecorded Agreements Restricting Use of the Property. Seller has not, nor to Seller's actual knowledge has any predecessor in title, executed or caused to be executed any document with or for the benefit of any Governmental Authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Land is located or has not been specifically disclosed in writing to Purchaser.

6.25 Submission Documents. All Submission Documents delivered or made available, or to be delivered or made available to Purchaser pursuant to this Agreement, are or upon submission will be complete, accurate, true and correct in all material respects.

6.26 Wrongful Act. Seller has not undertaken any knowingly wrongful action and shall indemnify, defend and hold harmless Purchaser from and against any action or claim of third parties arising out of Seller's actions.

6.27 Disclosure. No statement, warranty or representations, including Seller's disclosure of beneficial interests as required by Fl. St. 286.23, contains an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which such statements are made not misleading.

6.28 Survival. The foregoing representations, warranties, covenants and agreements of Seller in this Section 6 shall survive the Closing or termination of this Agreement.

6.29 Actual Knowledge. As used in this Agreement or in any Exhibit attached hereto, any reference to actual knowledge shall with respect to Seller, mean the actual knowledge of Seller's President Stephane Maltais, but shall not include implied, imputed or constructive knowledge as to anything contained in this section herein.

SECTION 7: PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that the following facts and conditions exist and are true as of the date hereof and shall exist and be true as of the date of the Closing.

7.1 Municipal Corporation. Purchaser is a validly formed municipal corporation in good standing organized and existing under the laws of the State of Florida and has all requisite power and authority to purchase the Land and to enter into and perform its obligations hereunder.

7.2 Survival. The representations, warranties, covenants and agreements of Purchaser in this

Agreement shall survive the Closing or termination of this Agreement.

SECTION 8: SELLER'S COVENANTS

From and after the date hereof, through and including the Closing Date, Seller agrees as follows (each of which covenants is a condition to Purchaser's obligations to close under this Agreement and must be satisfied by Seller or waived by Purchaser in writing prior to Closing):

8.1 Inspection of Property. Seller will allow Purchaser and its agents and contractors to enter upon the Property for any purpose in connection with Purchaser's proposed purchase, use and operation of the Property and subject to restrictions contained in Section 9 herein.

8.2 Management Prior to Closing. Between the date of this Agreement and the Closing Date, (a) Seller shall maintain the Property, committing or permitting no waste thereto, such that at the time of the Closing, the Property shall be in substantially the same physical condition as on the date of Seller's execution of this Agreement. Seller shall not modify any contracts or enter into any new lease or other agreement affecting the Property or any portion thereof or the use thereof, without the prior written consent of the Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion. Further, Seller shall terminate all existing leases and tenancies with respect to the Property and deliver the Property free and clear of any leasehold interests, claims for security deposits, or other interests in the Property as of the Closing Date.

8.3 Notices. Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Purchaser with a written notice of any event that has an adverse effect on the physical condition of the Property.

8.4 Notices of Violation. Promptly after Seller obtains actual knowledge or upon receipt of written notice thereof, Seller has provided or shall provide Purchaser with written notice of any violation of any Legal Requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

8.5 Notification of Change of Circumstances. Seller shall provide Purchaser with written notice of any transaction or occurrence prior to Closing which could make any of the warranties, representations, covenants and agreements of Seller under this Agreement not true with the same force and effect, as if made on or as of the date hereof.

8.6 Seller's Cooperation. If requested by Purchaser, Seller will promptly execute all petitions, applications, easements, plats, site plans, waivers of plats, and other documents which Purchaser may reasonably request and otherwise reasonably cooperate with Purchaser in connection with Purchaser, at Purchase's expense, obtaining or granting any permit, plat, waiver of plat, site plan approval, easement, right-of-way dedication, rezoning, right-of-way deed, variance or other administrative authorization required for Purchaser's proposed development of the Real Property.

8.7 Survival. Any claim for breach of the covenants contained in this Section 8 shall survive the Closing.

SECTION 9: PURCHASER'S DUE DILIGENCE AND INSPECTION OF PROPERTY

9.1 Documents to be Delivered by Seller. Within five (5) Business Days of the Effective Date, Seller shall provide to Purchaser copies of all documents, records, reports, studies, data and

information relating to the Property in Seller's control or possession, including, without limitation, any existing tests, surveys, title policies, notice of lease terminations, licenses, permits, engineering and/or environmental analyses, soil test borings, Seller's Records, Permits and tax bills (the "Submission Documents").

9.2 Inspection of Property. Purchaser or its appointed agents or independent contractors shall have, at all reasonable times prior to the Closing, the privilege of going upon the Land, at Purchaser's sole cost and expense, to inspect, examine, test, investigate, appraise and survey the Property, including, without limitation, soils and environmental tests and inspections. In exercising the privileges granted pursuant to this subsection 9.2, Purchaser shall substantially restore the Property to the condition existing prior to such activities on the Property. In consideration of Purchaser's right to inspect the Property as described in this subsection 9.2, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Purchaser agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal property or personal injury arising from or attributable to any acts performed by Purchaser or its appointed agents or independent contractors in exercising Purchaser's rights under this subsection 9.2 (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but excluding any matter to the extent arising out of the negligence or misconduct of Seller). This agreement to indemnify Seller shall survive the Closing and any termination of this Agreement.

9.3 Conditions Precedent/Termination Right. In addition to any other termination right or other remedy specified herein and notwithstanding any provision of this Agreement which may be interpreted to the contrary, if Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the results of Purchaser's investigation and study of the Property, then Purchaser may terminate this Agreement by notifying Seller or Seller's Attorney of such termination on or before the 5:00 p.m. on the Termination Date, whereupon the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

SECTION 10: PURCHASER'S ADDITIONAL CLOSING CONTINGENCY

Purchaser's obligation to close the transaction contemplated by this Agreement and purchase the Property is expressly subject and contingent upon Purchaser obtaining on or before the Termination Date all final, non-appealable governmental approvals and exercises of authority of Governmental Authorities, including, without limitation, approval by the Commission of the Town of Lauderdale-By-The-Sea (collectively the "Governmental Approvals").

Purchaser shall have up to and including the Termination Date to obtain any and all Governmental Approvals and shall provide same to Seller upon receipt. If Purchaser does not obtain the Governmental Approvals on or before the Termination Date, then Purchaser shall have the right to (i) terminate this Agreement by notifying Seller or Seller's Attorney in writing of such termination on or before the Termination Date or (ii) waive this contingency. If this Agreement is terminated by Purchaser, the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

The parties acknowledge and agree that Purchaser's right to terminate under this Section 10 may be exercised upon the denial or any non-approval of any one of the various Governmental Approvals necessary to purchase the Property. Seller consents to Purchaser processing the necessary Governmental Approvals and agrees at Purchaser's request to execute any reasonable documentation necessary or

appropriate in connection with Purchaser obtaining the Governmental Approvals.

SECTION 11: CLOSING

Subject to satisfaction of all conditions to Closing, the Closing shall be held during regular business hours on or before _____, 2019, provided that all of Seller's conditions precedent to Closing have been satisfied or otherwise waived by the Purchaser and all Governmental Approvals have been obtained. The Closing shall be held at the offices of Purchaser's Attorney, at a time mutually acceptable to both parties and may be accomplished by electronic means or by mail, or as otherwise agreed to by the parties. If no such selection is timely made, the Closing shall be held at 10:30 a.m. local time on the Closing Date or at such other time or such other place as may be mutually agreed in writing by the parties hereto.

11.1 Delivery: Possession. At Closing, Seller shall deliver to Purchaser the items required of Seller under this Agreement, and Purchaser shall deliver to Seller the balance of the Purchase Price (after crediting the Earnest Money and making other adjustments and prorations as provided herein) and the other items required of Purchaser under this Agreement. Seller shall deliver possession of the Property to Purchaser, subject only to the Permitted Exceptions at the time of Closing. Risk of loss shall remain with Seller until Closing.

11.2 Closing Costs.

- 11.2.1 Seller's Costs.** Seller shall pay (i) property transfer, conveyance, sales and other taxes due on the transfer of the Property, (ii) the fees and expenses of Seller's attorneys, (iii) the documentary stamps and surtaxes due on the Deed, and (iv) the cost of recording any corrective instruments.
- 11.2.2 Purchaser's Costs.** Purchaser shall pay (i) any costs incurred by Purchaser in preparing and performing its due diligence investigations, (ii) the cost of the Title Commitment, (iii) the premium for the Owner's Title Policy, (iv) the cost of recording the Deed, (v) the cost of the Survey, and (vi) the fees and expenses of Purchaser's attorneys.
- 11.2.3 Other Costs.** Any other costs not specifically provided for in subsection 11.2.1, subsection 11.2.2 or otherwise pursuant to the terms of this Agreement shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located. Any escrow fees, document preparation charges of the Title Company and other escrow related charges of the Escrow Agent in its capacity as escrow agent only shall be paid equally by Seller and Purchaser.
- 11.2.4 Survival.** The provisions of this subsection 11.2 shall survive the Closing and the delivery of the Deed.

11.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

- 11.3.1** Purchaser shall have obtained all Governmental Approvals necessary to purchase the Property;
- 11.3.2** Seller shall have fully performed each undertaking and covenant and

agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 13 below;

- 11.3.3 Each representation and warranty made in this Agreement by Seller shall be complete, true and accurate;
- 11.3.4 The Owner's Title Policy shall be issued, or in lieu of issuance of the foregoing at Closing, the Title Company shall have delivered a "marked up" Title Commitment, subject only to the Permitted Exceptions, with gap coverage, deleting all requirements and deleting the standard exceptions;
- 11.3.5 Without additional cost or charge to Purchaser, the Intangible Property shall be assigned to Purchaser;
- 11.3.6 Except as cured by Seller or otherwise approved or waived in writing by Purchaser, no event shall have occurred that may have an adverse effect on the physical condition of the Property;
- 11.3.7 No amendments, restatement, adoption or repeal of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities, officials, agencies and officers, ordinary or extraordinary, shall have occurred that is applicable to the Property and has or could have an adverse effect upon the value, use, operation, zoning, development or condition thereof.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Purchaser under this Agreement, Purchaser may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement.

SECTION 12: PRORATIONS AND CREDITS AT CLOSING

All prorations provided to be made "as of the Closing Date" shall each be made as of 11:59 p.m. local time on the date immediately preceding the Closing Date. In each proration set forth below, the portion thereof allocable to periods beginning with the Closing Date shall be credited to Purchaser, or charged to Purchaser, as applicable, at Closing or, in the case of allocations made after Closing, upon receipt of such payments or invoice as of the Closing Date. Except as may otherwise be specified herein, the following items shall, as applicable, be prorated between Purchaser and Seller or credited to Purchaser or Seller:

12.1 **Property Taxes and Assessments.**

- 12.1.1 **Taxes.** Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that the Seller must comply with Section 196.295, Florida Statutes, regarding real estate taxes.
- 12.1.2 **Special Assessments.** Certified, confirmed and ratified special assessment liens as of Date of Closing (and not as of the date of this Agreement) shall be paid by Seller or Purchaser shall receive a credit therefor. Pending liens as of Date of Closing shall be assumed by Purchaser; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of

the date of this Agreement, such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

12.2 Other Matters. Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement.

12.3 Survival. The provisions of this Section 12 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 12, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained. The parties hereto agree that they shall seek to determine the amounts of all prorations and adjustments required hereunder on or before the Closing Date, if possible, and to the extent not then obtainable within one (1) year of Closing.

SECTION 13: CONVEYANCES AND DELIVERIES AT CLOSING

13.1 Warranty Deed. At Closing, Seller shall convey the Land to Purchaser by a duly executed and recordable statutory warranty deed in substantially the form attached hereto as Exhibit "B" (herein referred to as "Deed"), subject only to the Permitted Exceptions.

13.2 Bill of Sale. At Closing, Seller shall also convey the Improvements to Purchaser by a duly executed Bill of Sale in substantially the form attached hereto as Exhibit "C".

13.3 Seller's Records. At or simultaneously with the Closing, Seller shall deliver to Purchaser the originals (or if originals are unavailable, certified copies) of the Seller's Records, and the Permits. Seller may keep copies of such materials at Seller's sole cost and expense.

13.4 Section 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser and the Title Company a certificate substantially in the form as Exhibit "D" attached hereto stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder.

13.5 Form 1099. At Closing, Seller shall execute and deliver to Purchaser and the Title Company such federal income tax reports respecting the sale of the Property as required by the Internal Revenue Code and such other information required by the Title Company to complete IRS Form 1099 with respect to this transaction.

13.6 Affidavit of Title. At Closing, Seller shall execute and deliver to Purchaser and to the Title Company a no-lien, possession and gap title affidavit in the form required by the Title Company, together with such resolutions, affidavits, documents and certificates as the Title Company may reasonably require to issue the Owner's Title Policy in accordance with the terms of this Agreement.

13.7 Closing Statement. At Closing, Seller and Purchaser shall execute and deliver a Closing Statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price, the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement.

13.8 Evidence of Authority. At Closing, Seller shall update Evidence of Authority dated not more than five days before the Closing Date.

13.9 General Assignment. At Closing, Seller will deliver to Purchaser a general assignment, to

the extent assignable, of the Seller's Records, Permits, the Intangible Property and all other property and rights included in the transaction contemplated by this Agreement, which assignment shall be substantially in the form attached hereto as Exhibit "E".

13.10 Disclosure Affidavit. At least ten (10) days prior to Closing, Seller shall execute and deliver to Purchaser an affidavit in recordable form as required by the provisions of Section 286.23, Florida Statutes.

13.11 Physical Possession. At Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all personal property of tenants including all appliances, furniture or other possessions.

13.11 Seller's Certificate. At Closing, Seller shall deliver to Purchaser a certificate of Seller dated as of the Closing Date certifying (i) that all representations and warranties of Seller under this Agreement are true and correct, in all respects as of the Closing Date (except as the same may have been changed as permitted in accordance with the terms of this Agreement and disclosed to Purchaser prior to Closing) and (ii) to Seller's actual knowledge, that there has occurred no default or breach, nor any event which with notice or with the passage of time, or both, would constitute such a default or breach by Seller under this Agreement.

13.12 Seller's Affidavit. At Closing, Seller shall deliver to Purchaser an Affidavit, in form reasonably satisfactory to Purchaser, confirming that Seller is duly formed, validly existing and in good standing under the laws of the state of its formation and in the state where the Property is located; that Seller and the person executing the closing documents on behalf of Seller has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; and that the execution, delivery and performance of this Agreement and of all instruments to be executed and delivered by Seller hereunder have been duly authorized by all necessary action on the part of Seller and will not conflict with or result in a breach of or any order, judgment, writ, injunction or decree of any court or governmental instrumentality, or of the trust agreement of Seller or any agreement or instrument to which Seller is a party or by which it is bound, or to which the Property is subject.

13.13 Other Documents. At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

SECTION 14: NOTICES

All notices, consent, approvals and other communications that may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, (b) electronic facsimile or other transfer device with telephone or other confirmation of receipt, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (1) if delivered by hand or overnight delivery service on the date of delivery and (2) if sent by electronic transfer on the date transmission is confirmed by telephone or return electronic transfer from the receiving party, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

IF TO SELLER: The Community Church of Lauderdale-By-The-Sea, Inc.
4433 Bougainville Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: _____
E-Mail: _____

With a copy to: _____

IF TO PURCHASER: Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By the Sea, Florida 33308
Attention: Town Manager
Telephone No.: (954) 640-4204
Telecopy No.: (954) 640-4236

With copy to: Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134
Attention: Eduardo M. Soto, Esq.
Telephone No.: (305) 854-0800

SECTION 15: CASUALTY AND CONDEMNATION

15.1 Casualty. Prior to the Closing Date, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this subsection 15. Until the Closing has occurred, Seller shall keep all insurance policies in effect with respect to the Property. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Purchaser of such fact. If such damage or destruction is material (as defined below), Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice. For purposes hereof "material" shall be deemed to be any uninsured damage or destruction to the Property (except that a casualty shall not be deemed uninsured solely because all, or a portion of, the cost of the casualty is subjected to a deductible) or any insured damage or destruction (i) where the cost of repair or replacement is estimated, in Purchaser's good faith judgment, to be Thirty-Five Thousand and No/100 or more for the Improvements, or (ii) where the repair or replacement is estimated, in Purchaser's good faith judgment, to require more than one hundred twenty (120) days to repair. If Purchaser does not exercise this option to terminate this Agreement, or if the casualty is not material, neither party shall have the right to terminate this Agreement, and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price but, Seller, at Closing, shall assign to Purchaser, and Purchaser shall be entitled to receive and keep, all insurance proceeds payable with respect to such casualty, plus Seller shall pay over to Purchaser the sum of (a) all insurance proceeds previously paid to Seller with respect to such casualty (other than amounts expended by Seller for emergency repairs or for repairs which are approved in writing by Purchaser) and (b) an amount equal to the deductible amount with respect to the insurance. In such event, Seller shall not be obligated to repair or restore the Property. If Purchaser does not elect to terminate this Agreement by reason of any casualty, Purchaser shall have the right to participate in any adjustment of the insurance

claim and, in such event, Purchaser and Seller shall cooperate each with the other in good faith.

15.2 Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the beds of streets, roads, alleys, avenues and highways abutting the Property and all of Seller's right, title and interest in and to all awards in condemnation, or damages or any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of power of eminent domain with respect thereto or for the taking of the Property or any part thereof or by reason of any other event affecting the Property which gives rise to a damage claim against a third Party after the date hereof. Prior to the Closing Date, if all or any portion of the Property is taken, or if access thereto is reduced or restricted by eminent domain or otherwise (or if such taking, reduction or restriction is pending, threatened or contemplated) (hereinafter a "Condemnation Proceeding"), Seller shall immediately notify Purchaser of such fact. In the event that such notice related to the taking of all or any portion of the Property, Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice; whereupon the Earnest Money shall be refunded to Purchaser and thereafter neither Party shall have any rights, obligations or liabilities hereunder except with respect to those rights, obligations or liabilities which expressly survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement as herein provided, Seller shall pay to Purchaser any award received by Seller prior to Closing and Purchaser shall have the right to participate with Seller in any Condemnation Proceeding affecting the Property; provided, that in doing so Purchaser shall cooperate with Seller in good faith.

SECTION 16: BROKERS

Each party represents to the other that such party has not incurred any obligation to any broker, finder or real estate agent with respect to the purchase or sale of the Property.

Each of Seller and Purchaser agrees to indemnify and defend the other against, and to hold the other harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any broker, agent or other such Person arising out of the employment or engagement of such Person employed (expressly or impliedly) by Seller or Purchaser, as applicable, or with whom Seller or Purchaser, as applicable, has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee; provided, however, Purchaser's indemnification obligations under this Section 16 are subject to the provisions and monetary limitations of Section 768.28, Florida Statutes. The representation, warranties, undertakings and indemnities of this Section 17 shall survive the Closing hereunder and any termination of this Agreement. Seller shall be responsible for an "commissions" owed to any broker or real estate agent in connection with the sale of the Property.

SECTION 17: INDEMNITIES

17.1 Seller's Indemnity. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees actually incurred) which may at any time following the Closing Date be asserted against or suffered by Purchaser arising out of or resulting from the following (whether asserted or accruing before or after Closing):

17.1.1 any personal injury or property damage occurring prior to the Closing Date unless caused by the negligence of Purchaser or its agents or contractors;

17.1.4 any taxes payable in connection with this transaction or with respect to the

Property prior to Closing;

17.1.5 Seller's failure to comply with the provisions of this Agreement which require performance or payment on the part of Seller after Closing.

17.2 Survival. The provisions of Section 17 shall survive the Closing hereunder and the delivery of the Deed.

SECTION 18: DEFAULT/REMEDIES

18.1 Seller's Default/Purchaser's Remedies. Notwithstanding any other remedy provided for herein, if Seller defaults in the observance or performance of its covenants and obligations hereunder, Purchaser may, at its option, terminate this Agreement and receive a refund of the Earnest Money or seek specific performance of this Agreement, without in either case waiving any action for damages resulting from Seller's breach.

18.2 Purchaser's Default/Seller's Remedies. If Purchaser defaults in the observance or performance of its covenants and obligations hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) receive the Earnest Money from Escrow Agent as liquidated damages. Purchaser and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Earnest Money by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom. Seller's right to so terminate this Agreement and to receive liquidated damages as aforesaid is Seller's sole and exclusive remedy. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (1) any right to sue Purchaser for damages or to prove that Seller's actual damages exceed the amount which is hereby provided Seller as fully liquidated damages or (2) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 19: ESCROW AGENT

19.1 Performance of Duties. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

19.2 Reliance. Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

19.3 Right to Interplead. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

19.4 Attorney's Fees and Costs. In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for mis-delivery to Purchaser or Seller of items subject to this escrow, unless such mis-delivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

19.5 Escrow Agent as Counsel for Purchaser. It is acknowledged that Escrow Agent is counsel for Purchaser. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Purchaser, its commission members, parents, officers, directors or agents in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller, waives any claim or right to assert a conflict arising out of or in connection with the foregoing.

SECTION 20: GENERAL PROVISIONS

20.1 Entire Agreement. This Agreement, and all the Exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise expressly provided herein, the agreements embodied herein may not be amended except by an agreement in writing signed by the parties hereto.

20.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

20.3 Further Assurances. Seller and Purchaser each agrees to execute and deliver to the other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing.

20.4 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit to expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of more than one Person, then all such Persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

20.5 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement. Facsimile copies shall be deemed originals.

20.6 Non-waiver. No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the

exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

20.7 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 thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

20.8 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

20.9 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

20.10 Business Days. If any date provided for in this Agreement shall fall on a day which is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

20.11. Time is of the Essence. Time is of the essence in this Agreement.

20.12 No Personal Liability of Commission Members, Administrative Officials or Representatives of Purchaser. Seller acknowledges that this Agreement is entered into by a municipal corporation as Purchaser and Seller agrees no individual commission member, administrative official or representative of Purchaser shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

20.13 Effective Date. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement", "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

20.14 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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. Pursuant to §404.056(8), Florida Statutes.

20.15 Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

20.16 No Negotiation With Other Persons. Seller agrees not to contract to sell or enter into negotiations for the sale of the Property to any person or entity other than Purchaser for so long as

this Agreement is in effect.

20.17 Assignment. Purchaser may assign its rights under this Agreement.

20.18 Like Kind Exchange. Seller may exchange title in the Property for other property of like kind within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the “Exchange”). Seller reserves the right to assign Seller’s rights, but not Seller’s obligations hereunder, to a qualified intermediary as provided in Treas. Reg. Section 1.1031(k)-1(g)(4) (the “Qualified Intermediary”), on or before the Closing. Purchaser agrees to cooperate with Seller in Seller’s attempts to affect an Exchange provided that Purchaser shall not be required to incur additional expenses or to take title to any real estate other than the Property and the Closing shall not be delayed as a result of the Exchange.

[Signatures appear on next page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

WITNESSES:

Name: _____

Name: _____

SELLER:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

PURCHASER:

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

By: _____

Name: William Vance

Title: Town Manager

Attest:

By: _____

Town Clerk

Date: _____, 2019 _____

**Approved as to legal form
and sufficiency:**

By: _____

Name: Chris Vincent

Title: Mayor

By: _____

Town Attorney

Date: _____, 2019 2015

By: _____

Name: Tony Bryan

Title: Finance Director

Date: _____, 2019

ESCROW AGENT:

Weiss Serota Helfman Cole & Bierman,
P.L.

By: _____

Name: _____, Esq.

Date: _____

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This disclosure contains a list of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described in the Agreement above as required by Florida Statute Section 286.23.

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the Property:

Name	Address
None.	

This disclosure is made and given by Seller with full knowledge regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations herein.

COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC., a Florida not for profit corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ who (check one) ☐ is personally known to me or ☐ has produced a _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

STATUTORY WARRANTY DEED

This instrument prepared
by: Record and return to:

Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

Tax Folio Identification Number: a portion of 494318014040

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is made and executed this _____ day of _____, 2019, by **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (the "Grantor"), whose mailing address is 4433 Bougainvillea Drive, Lauderdale-By-The-Sea, Florida 33308 to the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, whose mailing address is 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308 (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Broward County, Florida, and more particularly described as:

[LEGAL DESCRIPTION]

SUBJECT TO:

1. All restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record, provided the foregoing shall not act to reimpose same;
2. The lien of all ad valorem real estate taxes and assessments subsequent to the date hereof and subsequent years
3. All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and
4. All matters which would be disclosed by an accurate survey of the Property.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first written above.

WITNESSES:

Name: _____

Name: _____

GRANTOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

STATE OF FLORIDA)

COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT "C"
BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States, to it paid by the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation ("Purchaser"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Purchaser, its successors and assigns, the following goods and chattels:

All of the tangible personal property of Seller used in connection with and located in, on or at the real property legally described as:

[LEGAL DESCRIPTION]

TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns forever.

AND Seller does, for itself and its heirs, executors and administrators, covenant to and with the Purchaser, its successors and assigns, that Seller is the lawful owner of the Personal Property; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid, and that Seller will warrant and defend the sale of the Personal Property hereby made, unto the Purchaser, its successors and assigns against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first written above.

WITNESSES:

Name: _____

Name: _____

GRANTOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT "D"

FORM OF SECTION 1445 CERTIFICATE

SECTION 1445 CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant")
who being first duly sworn upon oath, deposes and says:

1. That the Affiant is the _____ of **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation ("the Seller").

2. That the Seller is the owner of fee simple title to the real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").

3. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, Affiant hereby certifies the following:

3.1 The Seller is not a foreign person, foreign corporation, foreign company, foreign trust, or foreign estate for the purposes of U.S. income taxation (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

3.2 The Seller's taxpayer identification number is 59-0942269.

3.3 The Seller's address is 4433 Bougainville Drive, Lauderdale-By-The-Sea, Florida 33308.

3.4 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 punished by fine, imprisonment, or both.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this _____ Day of _____, 2019 by

_____, who (check one) ☐ is personally known to me or ☐ has produced a
_____ driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT "E"

FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into this ____ day of _____ 2019, by and between **COMMUNITY CHURCH OF LAUDERDALE-BY-THE-SEA, INC.**, a Florida not for profit corporation (the "Assignor") and **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Assignee").

RECITALS

1. On the date hereof, Assignor has sold and conveyed to Assignee that certain real property located in Broward County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, pursuant to that certain Purchase and Sale Agreement dated _____, 2016, between Assignor and Assignee (the "Agreement").
2. The Property is subject to the Intangible Property (as defined below).
3. The Agreement provides that Assignor shall transfer to Assignee all of Assignor's right, title and interest in and to the Intangible Property.
4. Assignor desires to assign and convey to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Intangible Property pertaining to the Property pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Assignment and Acceptance. Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee all of Assignor's right, title and interest, if any, in and to any and all intangible property owned by Assignor and used solely in connection with and relating solely to the ownership, use, development, operation, management, occupancy or maintenance of the Property including, but not limited to, all consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority or quasi-governmental authority issued or granted with respect to the Property as well as all public and private Agreement rights and development or usage rights of Assignor relating directly and solely to the Property (collectively, the "Intangible Property"), if any. Assignor hereby warrants and represents to Assignee that the Intangible Property is conveyed by Assignor to Assignee free and clear of all liens, encumbrances, and security interests whatsoever.
3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Applicable Law. This Assignment shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

Witnesses:

Print Name: _____

Print Name: _____

ASSIGNOR:

**COMMUNITY CHURCH OF
LAUDERDALE-BY-THE-SEA, INC.,** a
Florida not for profit corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida municipal corporation

Attest:

Town Clerk

By: _____
William Vance, Town Manager

**Approved as to legal form
and sufficiency:**

By: _____
Town Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this __ day of _____, 2019 by _____ who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this __ day of _____, 2019 by _____, as the _____ of Town of Lauderdale-By-The-Sea, on behalf of the town, who (check one) ☐ is personally known to me or ☐ has produced a driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____