

Lawrence M. Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**CONTRACT FOR SALE AND PURCHASE**

**BETWEEN**

**LAWRENCE MARK LUSTBADER**

**AND**

**BROWARD COUNTY**

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Hollywood, FL 33019

## CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") between LAWRENCE MARK LUSTBADER, a single man ("SELLER"), and BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), is entered into effective as of the date this Contract is executed by the second of the parties hereto ("Effective Date").

SELLER shall sell, and COUNTY shall purchase, the following described Property:

### PROPERTY

Real property as described in Exhibit "A" attached hereto and made a part hereof ("Real Property"), together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Real Property; all buildings, fixtures, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by SELLER thereon; all right, title, and interest of SELLER in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Real Property; and all right, title, and interest of SELLER in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Real Property (all of the foregoing being referred to as the "Property").

**SUBJECT TO** the reservation of a Life Estate (as hereinafter defined) in the Property by SELLER.

### ARTICLE 1

#### TERMS, DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Contract, and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are true and correct and are, therefore, agreed upon by the parties.

- 1.1 Board. The Board of County Commissioners of Broward County, Florida.
- 1.2 County Administrator. The administrative head of COUNTY appointed by the Board.
- 1.3 Deed. The Warranty Deed attached hereto and made a part hereof as **Exhibit F**.

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- 1.4 Life Estate. Seller's right to occupy and use the Property during his, and only his, lifetime, in accordance with the Life Estate Agreement.
- 1.5 Life Estate Agreement: The Life Estate Agreement executed by and between COUNTY and SELLER in substantially the form of attached **Exhibit G**, with the execution thereof being a condition of closing.
- 1.6 Public Records. The Public Records of Broward County, Florida.
- 1.7 Special Assessment Liens. All liens on the Property arising out of a special improvement or service by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement. Said special improvement shall include, but not be limited to, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, alleys, and sidewalks; construction or reconstruction of sanitary sewers, storm sewers, drains, water mains, water laterals, water distribution facilities, and all appurtenances thereto.

For the purpose of closing or settlement of this purchase, such special assessment liens shall be designated as either "certified" or "pending."

A "certified" lien is a lien that has been certified, confirmed, or ratified pursuant to the statute, special act, ordinance, or resolution creating same and for which the exact amount of same has been determined.

A "pending" lien is a lien that has been created or authorized by an enabling resolution adopted by the appropriate governmental entity, causing said lien to attach to and become an encumbrance upon the subject Property, but for which there has been no determination of the final amount of same.
- 1.8 Survey. A survey certified to COUNTY by a professional land surveyor registered in and licensed by the State of Florida.
- 1.9 Title. Fee simple title, free and clear of all liens, charges, and encumbrances other than matters specified in Section 4.1 of this Contract, if any.
- 1.10 Title Base. Either an existing prior Owner's or First Mortgagee Title Insurance Policy, qualified for use as a title base for reissue of coverage on the Property at the Purchase Price for the Property (hereinafter defined), from a reputable title company acceptable to COUNTY, or if a prior policy is unavailable as a title base, then any alternate title base that is acceptable to COUNTY's title insurance underwriter.

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- 1.11 Title Commitment. A commitment or binder for an owner's policy of title insurance written on a company acceptable to COUNTY, in the amount of the Purchase Price for the Property (hereinafter defined), covering the Property and having an effective date subsequent to the full execution of this Contract, listing and attaching copies of all instruments of record affecting title to the Property and listing the requirements, as of the date of the commitment, for conveyance of marketable fee simple title to the Property (subject to retention of the life estate as addressed in this Contract).
- 1.12 Title Insurance. An owner's policy of title insurance issued on the Title Commitment, having an effective date as of the recording of the conveyance insuring title in accordance with the standards set forth in Section 4.1.

## ARTICLE 2

### TERMS AND CONDITIONS

#### 2.1. PURCHASE PRICE:

- 2.1 PURCHASE PRICE FOR THE PROPERTY: COUNTY, as purchaser, agrees to pay as and for the total purchase price for the Property in the manner and at the times hereinafter specified the total sum of **One Million Two Hundred Seventy-Five Thousand and NO/100 Dollars (\$1,275,000.00)**, subject to the prorations, credits, and adjustments hereinafter specified ("Purchase Price for the Property").

#### 2.2 PROCEEDS OF SALE; SATISFACTION OF ENCUMBRANCES:

- 2.2.1 The proceeds of sale, adjusted for prorations, credits, or other closing related charges, if any, shall be disbursed by the closing agent at closing in the form of a wire transfer or check drawn locally from a bank in Broward County and payable to SELLER.
- 2.2.2 Any and all mortgages, liens, encumbrances, claims, and any other debts affecting the title to the Property ("Encumbrances") that are outstanding on the date of closing shall be discharged and satisfied from the proceeds of the sale at closing and such additional amounts paid by SELLER as may be necessary. COUNTY or COUNTY's designated closing agent or attorney shall cause to be issued separate wire transfers or checks payable to the respective mortgagors, lienees, lienors, or encumbrancers, the aggregate of which shall not exceed the Purchase Price for the Property. The closing agent or attorney shall arrange to exchange such

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wire transfers or checks for the instruments necessary to satisfy such Encumbrances.

2.2.3 SELLER hereby acknowledges and agrees that any payments due as provided in this Section shall not be paid from ad valorem taxes nor shall such taxes be pledged or committed for any payment due to SELLER. Further, there shall be no pledge of COUNTY property or otherwise to secure said payments to SELLER nor any mortgage or right to foreclose on the Property to be conveyed by SELLER to COUNTY or on any property owned by COUNTY.

2.2.4 After closing, SELLER may occupy and use the Property during the term of the Life Estate in accordance with the terms and conditions of the Life Estate Agreement.

### 2.3 ADDITIONAL OBLIGATIONS OF SELLER:

2.3.1 SELLER hereby grants to COUNTY the right to enter on the Property to perform, or have performed, such inspections, surveys, and studies of the Property as COUNTY may elect, including without limitation, an environmental audit of the Property, and SELLER agrees to provide COUNTY with such information as may reasonably be requested that is in the possession of SELLER in connection with such investigations. COUNTY shall have thirty (30) calendar days from the Effective Date ("Inspection Period") within which to have such inspections and studies of the Property performed as COUNTY shall desire, and utilities shall be made available by SELLER during the Inspection Period. In the event that the results of such investigations reveal conditions affecting the Property that are not acceptable to COUNTY, COUNTY, in its sole and absolute discretion, may terminate this Contract by giving written notice to SELLER within thirty (30) calendar days after the expiration of the Inspection Period.

2.3.2 Between the Effective Date and the date of closing, SELLER covenants and warrants to keep and maintain the Property in the same condition as it exists on the Effective Date, normal wear and tear excepted, and agrees that SELLER shall not enter into any contract affecting the Property, including without limitation, any lease or tenancy thereof, without the prior written consent of the County Administrator, which consent may be granted or withheld by the County Administrator in his or her sole discretion.

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

2.4.1 SELLER warrants and represents to COUNTY 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 COUNTY as provided herein.

2.4.2 SELLER warrants and represents to COUNTY that there are no contracts or agreements, whether written or oral, regarding the use, development, maintenance, or operation of the Property that will survive the closing, other than the contracts or agreements listed in Exhibit "B" hereto, and further that SELLER has provided COUNTY with true and correct copies of all such written contracts or agreements, and any modifications and amendments thereof, or with written summaries of any such oral agreements. If COUNTY, in its sole and absolute discretion, determines that said contracts or agreements are unsatisfactory, COUNTY may at its option: (1) terminate this Contract by written notice to the SELLER within thirty (30) calendar days of the delivery of such contracts or agreements to COUNTY; (2) request that SELLER modify the terms and conditions of the existing contracts or agreements to a form and content acceptable to COUNTY; or (3) proceed to close, accepting the contracts or agreements as they are.

2.4.3 SELLER covenants and warrants that there is ingress and egress to the Property over public roads, and title to the Property is insurable in accordance with Section 3.2 without exception for lack of legal right of access.

2.4.4 SELLER warrants that there are no facts known to SELLER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY in writing.

### ARTICLE 3

#### EVIDENCE OF TITLE AND TITLE INSURANCE

3.1 EVIDENCE OF TITLE: COUNTY shall, at COUNTY's expense, on or before fifteen (15) calendar days from the Effective Date, obtain a Title Base for the Property, if desired. COUNTY shall pay for a computer title search update to the Title Base, if requested. The computer title search update shall be ordered or performed by COUNTY's closing agent. Evidence of Title shall be certified or

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brought current through a date not more than thirty (30) calendar days prior to closing. Upon closing, the Evidence of Title shall become the property of COUNTY.

- 3.2 INSURANCE OF TITLE: COUNTY may obtain, at COUNTY's expense and in reliance on the Evidence of Title referred to in Section 3.1 above, a Title Commitment from a title agent selected by COUNTY, pursuant to which the title insurer agrees to issue to COUNTY, upon recordation of the Deed, an owner's policy of title insurance in the amount of the Purchase Price for the Property, insuring COUNTY's marketable title to the Property, subject only to matters contained in Section 4.1 and those to be discharged by SELLER at or before closing.
- 3.3 COUNTY shall have thirty (30) calendar days from the date of receiving the Title Base to examine the Title Base, the computer title search update, and the Title Commitment. If the County determines that title is defective, COUNTY shall within said period notify the SELLER, in writing, specifying the defects. If the said defects render the title unmarketable (as defined in Section 3.4, below), SELLER shall have a period of thirty (30) calendar days from the receipt of such notice to cure or remove such defects, and SELLER agrees to use diligent efforts to cure or remove same. If, at the end of said period, SELLER has been unable to cure or remove the defects, COUNTY shall, within five (5) calendar days after expiration of the thirty (30) calendar day period, deliver written notice to SELLER either:
- (1) accepting the title as it then is; or
  - (2) extending the time for a reasonable period not to exceed one hundred twenty (120) calendar days within which SELLER shall use diligent efforts to cure or remove the defects; or
  - (3) terminating this Contract, whereupon COUNTY and SELLER shall be released of all further obligations under this Contract.
- 3.3.1 If COUNTY elects to proceed pursuant to Section 3.3(2), then SELLER shall use diligent effort to correct all identified defects within the extended time provided. If SELLER is unable to timely correct all such defects, COUNTY shall, within five (5) business days after expiration of the extended time provided, deliver written notice to SELLER either:
- (1) accepting the title as it then is; or
  - (2) terminating this Contract, whereupon COUNTY and SELLER shall be released of all further obligations under this Contract.

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- 3.4 SELLER shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications as contained in Section 4.1. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law.

#### ARTICLE 4

#### CONVEYANCES

- 4.1 SELLER shall convey marketable title to the Property (as defined in Section 3.4, above) by execution of the Deed, subject only to the matters set forth in the Deed.
- 4.2 At closing, SELLER shall also deliver to COUNTY the following documents (which, as applicable, shall be properly executed):
- (1) Life Estate Agreement in substantially the form of attached **Exhibit G**;
  - (2) Mechanic's Lien Affidavit and Foreign Investment in Real Property Tax Act ("FIRPTA") Affidavit (provided by COUNTY's closing agent);
  - (2) Such other documents as shall be reasonably requested by COUNTY (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 COUNTY and properly transfer all of the rights being sold in accordance with this Contract;
  - (3) Evidence of authority to convey the Property, satisfactory to COUNTY;
  - (4) The public disclosure certificate required by Section 13.1 hereof;
  - (5) Proof of the insurance required by Section 4(d) of the Life Estate Agreement; and
  - (6) Escrow Agreement in substantially the form of attached **Exhibit H**.



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## **ARTICLE 5**

### **PRORATION AND ADJUSTMENT**

#### **5.1 PRORATION OF TAXES:**

- 5.1.1 By or at closing, and if not paid, SELLER shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the year of closing and the calendar years preceding the year of closing.
- 5.1.2 All governmental assessments certified prior to the closing date, general or special, shall be paid by SELLER prior to or at closing, and COUNTY shall not be obligated to pay such assessments.

#### **5.2 GENERAL PRORATIONS:** Any rents, revenues, and liens, or other charges to be prorated, shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

## **ARTICLE 6**

### **EXISTING MORTGAGES, LEASES, AND CONTRACTS**

#### **6.1 MORTGAGES:** SELLER shall obtain and furnish, at SELLER's expense, not less than fifteen (15) calendar 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, Lis pendens, or any court action to dismiss or to release the Property from the lien of such mortgage.

#### **6.2 LEASES, OPTIONS, CONTRACTS, AND OTHER INTERESTS:**

- 6.2.1 SELLER represents and warrants to COUNTY that there are no parties in possession other than SELLER, leases (written or oral), options to purchase, or contracts for sale covering all or any part of the Property, no parties having ownership of any improvements located on the Property and no parties having any interest in the Property or any part hereof except as set forth on Exhibit "B." If there are none, then Exhibit "B" shall state "NONE." SELLER represents and warrants that SELLER has previously furnished to COUNTY copies of all written leases, options, and contracts for sale; estoppel letters from each tenant, or a SELLER's affidavit, specifying the nature and duration of said tenant's occupancy,

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rental rate, advance rents, or security deposits paid by tenant; and estoppel letters from each optionee, contract vendors, and all others listed on Exhibit "B" (if any), or a SELLER's affidavit in lieu thereof, describing in such detail as requested by COUNTY the nature of their respective interests.

6.2.2 From the date of SELLER's execution hereof, SELLER represents and warrants to COUNTY that SELLER shall not enter into any lease (oral or written), option to purchase, or contract for sale, or grant to any third parties (natural or artificial) any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien without the prior written consent of COUNTY, which consent may be granted or withheld by COUNTY in its sole discretion.

6.2.3 SELLER agrees that it will take all necessary action, including the expenditure of all reasonable sums of money, to terminate any and all leases, rights of occupancy, options to purchase, contracts for sale and interest(s) of any other person(s) (natural or artificial) in and to the Property so that at closing the SELLER will convey the Property to COUNTY free and clear of any such items and furnish to COUNTY written evidence of such termination, and provide to COUNTY at closing an affidavit in the form attached hereto as Exhibit "C." Further, SELLER's obligation hereunder shall be a condition precedent to the closing of this transaction.

## **ARTICLE 7**

### **TIME AND PLACE OF CLOSING**

7.1 It is agreed that this transaction shall be closed and COUNTY shall pay the Purchase Price for the Property, as adjusted as provided herein, and execute all papers or documents necessary to be executed by COUNTY, 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 calendar day after the Effective Date, at the Broward County Governmental Center, located at 115 South Andrews Avenue, Fort Lauderdale, Florida, at a room to be designated by COUNTY prior to closing, or at such earlier time or other place as COUNTY may designate. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon COUNTY's rights under this Contract, including without limitation its rights under paragraph 7.2 hereof, its right to examine the Title Base and computer title search update, Title Commitment, and Survey, or as a limitation of other time established herein for COUNTY's benefit.

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- 7.2 COUNTY shall have no obligation to close this transaction unless the following conditions hereinafter have been satisfied or have been waived in writing by COUNTY:
- (1) All representations, warranties, and covenants of SELLER herein shall be true and correct as of the closing date.
  - (2) Between the Effective Date and the closing date, there shall have been no notice of intention to condemn the Property, or any portion thereof.
  - (3) SELLER shall have obtained any consents, special exceptions, variances, or otherwise that may be required as a matter of law to permit COUNTY to own and occupy the Property for its intended purposes, and the same shall be final, binding, not subject to appeal, and in all other respects satisfactory to COUNTY.
  - (4) There shall be no environmental hazards on the Property that would require COUNTY to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of closing.
  - (5) The status of Title to the Property shall not have changed in a manner that adversely affects the use of the Property for COUNTY's intended use or renders the Title unmarketable from date of approval of same by title agent or COUNTY's counsel in accordance with this Contract.
  - (6) An affidavit of SELLER regarding environmental matters in the form attached as Exhibit "D" hereto is delivered at closing.
  - (7) At closing, Sixty Thousand Dollars (\$60,000) of SELLER's proceeds from the sale of the Property shall be automatically transferred to and held in escrow ("Escrow Account") by the closing agent ("Escrow Agent") to guarantee SELLER's obligations under Sections 4 and 5(b) of the Life Estate Agreement ("Obligations"). Use of Escrow Account monies to satisfy unpaid Obligations, and SELLER's replenishment of used Escrow Account monies, shall be governed by, and in strict accordance with, the tri-party Escrow Agreement executed by and between COUNTY, SELLER, and the Escrow Agent in substantially the form of attached **Exhibit H**.
- 7.3 In the event that at the time of closing, any of SELLER's representations and warranties hereunder shall not be true or any condition exists that would allow COUNTY to terminate this Contract, COUNTY may deliver to SELLER written notice thereof, and SELLER, using reasonable diligence, shall have thirty (30) calendar days from receipt of such notice to cure such defects. The closing shall, if necessary, be adjourned for a period of not more than thirty (30) calendar days to provide SELLER time within which to render such warranties and

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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, COUNTY may, by notice to SELLER, elect to (a) cancel and terminate this Contract, or (b) accept Title to the Property as is.

## **ARTICLE 8**

### **DOCUMENTARY STAMPS, TANGIBLE TAXES, AND OTHER COSTS**

- 8.1 SELLER shall cause to be placed upon the 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 that COUNTY deems necessary to assure good and marketable title. COUNTY shall pay for the cost of recording the warranty deed.
- 8.2 Except as specifically provided in Section 8.1 hereof, all state, county, and municipal transfer taxes, documentary stamps taxes, recording charges, taxes, and all other impositions on the conveyance, shall be paid in full by SELLER. COUNTY is in no manner responsible for any state, federal or other income, excise, or sales tax liabilities of SELLER.
- 8.3 Unless otherwise provided by law or rider to this Contract, title examination and closing fee charges (including preparation of closing statement) shall be paid by the party responsible for furnishing Insurance of Title in accordance with Section 3.2.

## **ARTICLE 9**

### **SPECIAL ASSESSMENT LIENS**

Special Assessment Liens shall be paid by SELLER prior to closing or credited to COUNTY, as hereinafter provided.

The amount of certified Special Assessment Liens imposed by public bodies as of closing shall be discharged by SELLER prior to closing, and SELLER shall exhibit appropriate receipts, satisfactions, or releases proving such payment, or in the alternative, SELLER shall cause said lien(s) to be satisfied out of the proceeds of sale received by SELLER at closing.

Pending liens as of closing shall be assumed by SELLER. At such time as the final amount of said lien is determined or certified, said amount shall be paid from the funds in escrow pursuant to Section 7.2(7) hereof.

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## ARTICLE 10

### SURVEY

COUNTY, at COUNTY'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 thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, Contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

## ARTICLE 11

### MECHANICS' LIENS

- 11.1 SELLER hereby represents and warrants to COUNTY that as of the date hereof and as of closing there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither SELLER nor SELLER's agent has caused to be made on the Property within ninety (90) calendar days immediately preceding the date of this Contract any improvement that could give rise to any Mechanics' Lien. In addition, SELLER represents and warrants to COUNTY that neither SELLER nor SELLER's agent shall cause any improvement to be made on the Property between the Effective Date and closing that could give rise to any Mechanic's Lien for which any bills shall remain unpaid at closing. SELLER shall furnish to COUNTY at time of closing an affidavit, in the form attached as **Exhibit "D,"** attesting to the absence, unless otherwise provided for herein, of any financing statement, claim of lien, or potential lienors known to SELLER, and further attesting that there have been no improvements or repairs to the Property for ninety (90) calendar days immediately preceding date of closing.
- 11.2 If any improvements have been made within said ninety (90) calendar day period, SELLER shall deliver releases or waiver of all mechanics' liens executed by all general contractors, subcontractors, suppliers and materialpersons in addition to SELLER's mechanic lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialpersons, 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.

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**ARTICLE 12**

**TIME IS OF THE ESSENCE**

Time is of the essence throughout this Contract. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day.

**ARTICLE 13**

**PUBLIC DISCLOSURE**

SELLER hereby represents and warrants the name and address of every person or firm having a beneficial interest in the Property is as follows:

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SELLER further agrees that at least ten (10) calendar days prior to closing, in accordance with Section 286.23, Florida Statutes, SELLER shall execute an affidavit, in the form of **Exhibit E** attached hereto, which affidavit shall publicly disclose the name and address of SELLER and the name and address of every person having any beneficial interest in the Property.

**ARTICLE 14**

**BROKER'S COMMISSION**

SELLER and COUNTY hereby represent and warrant that each has not dealt with a broker and SELLER agrees to hold COUNTY harmless from any claim or demand for commissions made by or on behalf of any broker or agent of SELLER in connection with this sale and purchase. SELLER agrees to pay all real estate commissions in connection with this transaction.

**ARTICLE 15**

**ASSIGNMENT**

This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by SELLER or COUNTY without the prior written consent of the other and only by a document of equal dignity herewith.

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## **ARTICLE 16**

### **DEFAULT**

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

## **ARTICLE 17**

### **PERSONS BOUND**

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors, and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, and the plural, the singular, and the use of any gender shall include all genders.

## **ARTICLE 18**

### **SURVIVAL OF COVENANTS AND SPECIAL COVENANTS**

The covenants and representations in this Contract shall survive delivery of deed and possession.

## **ARTICLE 19**

### **WAIVER, GOVERNING LAW AND VENUE, AND ATTORNEY'S FEES**

- 19.1 Failure of either party to insist upon strict performance of any covenant or condition of this Contract, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Contract shall be waived or modified except by the parties hereto in writing.
- 19.2 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this

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Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, SELLER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **ARTICLE 20**

##### **MODIFICATION**

- 20.1 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 20.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **ARTICLE 21**

##### **CONTRACT EFFECTIVE**

This Contract or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved by the Board and executed by the Mayor or Vice-Major of said Board.

#### **ARTICLE 22**

##### **ENVIRONMENTAL CONTAMINATION**

- 22.1 In the event that the environmental audit provided for in Section 2.3.2 hereof results in a finding that environmental contamination of the Property is present or suspected or a recommendation that a Phase 2 audit be conducted, or if there



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has been environmental contamination of the Property between the Effective Date and the closing, COUNTY, at its sole option, may: (1) elect to terminate this Contract without further liability; or (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify SELLER of the cost estimate in writing, in which event SELLER shall have the option of:

- (1) cleaning up the environmental contamination at Seller's sole cost and expense; or
- (2) obtaining, and submitting to the County Administrator or designee for non-binding consideration, an independent cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of the environmental contamination, and if the County Administrator or designee, in his or her sole and absolute discretion, chooses to accept such cost estimate over the COUNTY consultant's cost estimate, Seller shall clean up the environmental contamination at Seller's sole cost and expense; or
- (2) terminating the Contract with no further liability on the part of either party.

22.2 In the event that SELLER undertakes any environmental remediation pursuant to Sections 22.1, all such remediation shall be done in a manner consistent with all applicable laws, rules, regulations, and ordinances, and at SELLER's sole cost and expense, and SELLER shall indemnify and save harmless and defend COUNTY, its officers, servants, agents, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from the environmental contamination. SELLER shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against COUNTY as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which the environmental contamination is alleged to be a contributing legal cause. SELLER shall save the COUNTY harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

22.3 SELLER represents and warrants to COUNTY that as of the Effective Date and as of closing that neither SELLER, nor to the best of SELLER's knowledge, any third party, has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property.

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**ARTICLE 23**

**RADON GAS**

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

**ARTICLE 24**

**FURTHER UNDERTAKING**

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

**ARTICLE 25**

**NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR BROWARD COUNTY - Before and After Closing:**

Real Property Section	954-357-6826
ATTN: Director, Real Property	
Governmental Center, Room 501	
115 South Andrews Avenue	
Fort Lauderdale, Florida 33301	

**FOR SELLER - Before and After Closing:**

Lawrence Mark Lustbader	954-922-5657
4000 N. Surf Road	
Hollywood, FL 33019	

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

And

Marjorie Brunelli, Esq.  
Brunelli Law, P.A.  
6245 N. Federal Highway, Suite 422  
Fort Lauderdale, FL 33308  
Email Address: marjorie@brunelli-law.com  
Phone Number: 954-474-7703

**ARTICLE 26**

**EXECUTION**

This document, consisting of twenty-one (21) pages plus Exhibits "A," "B," "C," "D," and "E," "F," "G," and "H," shall be executed in at least three (3) counterparts, each of which shall be deemed an original.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK]

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

IN WITNESS WHEREOF, the parties have made and executed this Contract: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 28<sup>th</sup> day of May, 2017, AND LAWRENCE MARK LUSTBADER.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By Bertha [Signature]  
County Administrator

13<sup>th</sup> day of July, 2017



Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

James D. Rowlee 7/12/17  
James D. Rowlee (Date)  
Senior Assistant County Attorney

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

CONTRACT FOR SALE AND PURCHASE BETWEEN LAWRENCE MARK LUSTBADER AND BROWARD COUNTY.

SELLER

Lawrence Mark Lustbader  
Lawrence Mark Lustbader

By \_\_\_\_\_

Mr. Lawrence Mark Lustbader  
Print Name and Title

10 day of July, 2017.

WITNESSES:

[Signature]  
Witness 1 Signature

ANA PAULA ROCHA  
Witness 1 Print/Type Name

[Signature]  
Witness 2 Signature

Marcela Martinez  
Witness 2 Print/Type Name

JDR/dnt  
06/27/17  
Lustbader Life Estate  
#17.089

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**Legal Description of Real Property**

Lot 7, in Block 179, of HOLLYWOOD CENTRAL BEACH, according to the Plat thereof as recorded in Plat Book 4, Page 20, of the Public Records of Broward County, Florida.

**Street Address**

4000 North Surf Road  
Hollywood, Florida 33019

**Broward County Property Appraiser's Tax Folio ID**

5142 01 02 4310

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "B"**

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

**-- NONE --**

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "C"**

**NO LIEN AFFIDAVIT AND INDEMNITY**

STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared, LAWRENCE MARK LUSTBADER, who, being by me first duly sworn on oath, depose(s) and say(s), collectively as the "Affiant":

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

**LEGAL DESCRIPTION:**

Lot 7, in Block 179, of HOLLYWOOD CENTRAL BEACH, according to the Plat thereof as recorded in Plat Book 4, Page 20, of the Public Records of Broward County, Florida.

2. That the Affiant has not sold, transferred, assigned or conveyed title to the Property prior to the transfer to BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY").
3. That the Property and all improvements thereon are free and clear of all mortgages, liens, taxes, waste, water and sewer charges, encumbrances, judgments and claims of every kind, nature and description of record whatsoever except for real estate taxes for 20 16.
4. That no legal actions, Internal Revenue Service claims or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.
5. This Affidavit is made for the purpose of inducing COUNTY to part with valuable consideration and consummate the purchase of the Property, and COUNTY is materially relying on the veracity of the contents hereof. The title insurance company selected by COUNTY is relying upon the representations herein made in issuing title insurance. In this regard, the Affiant represents and warrants that the statements contained herein are true and correct in all respects.
6. That for at least ninety (90) days prior to the date hereof, no material, labor or services have been furnished, performed or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor or services have been contracted to be furnished, performed or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanic's, materialperson's or other liens affecting the Property or actual or potential claims on account of any such material, labor or services.



Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "C" - No Lien Affidavit and Indemnity**

**(Continued)**

7. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules, or regulations pertaining to the Property exist, and no orders or notices concerning any violations have been given to the Affiant or made against the Property and Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied
8. There are no disputes concerning the boundary lines of the Property, and the operation of any buildings on said Property has been in compliance with the applicable building codes, ordinances and statutes.
9. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said Property. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.
10. That Affiant alone and no other person(s), firm(s), corporation(s) or individual(s) are in control and possession of the Property.
11. Affiant represents and warrants that between the date of the title commitment dated \_\_\_\_\_, 20\_\_\_\_, at (time) \_\_\_\_\_AM / PM, prepared by (title attorney)\_\_\_\_\_, Esq., and the date on which the deed to the Property is placed of record, Affiant has not and will not execute any instruments or take any actions that could adversely affect the title or interest to be acquired by COUNTY and insured by the Title Company. Affiant further represents and warrants that Affiant is not aware of any matter that could adversely affect the title or interest to be acquired by COUNTY and insured by the Title Company.
12. Affiant represents and warrants the truth and accuracy of all matters hereinabove set forth and agrees to and shall defend, indemnify and hold harmless County and its heirs, successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses and fees (including without limitation reasonable attorney's and appellate attorney's fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in this Affidavit or the breach of any representation or warranty herein made.

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "C" - No Lien Affidavit and Indemnity**

**(Continued)**

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature Witness 1

ANA TABULA RACHA  
Print/Type Name Witness 1

[Signature]  
Signature Witness 2

Maraly Martinez  
Print/Type Name Witness 2

Lawrence Mark Lustbader

By Lawrence Mark Lustbader

Mr. Lawrence Mark Lustbader  
Print Name and Title

10 day of July, 2017.

**NO LIEN AFFIDAVIT AND INDEMNITY**

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF BROWARD    )

The foregoing instrument **was sworn and subscribed** before me this 10<sup>th</sup> day of JULY, 2017, by LAWRENCE M. LUSTBADER who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 10<sup>th</sup> day of JULY, 2017.

(SEAL)



[Signature]  
(Signature of person taking acknowledgment)

MARJORIE HIRSCH  
(Name of officer taking acknowledgment)  
typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Typed or printed name)

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

EXHIBIT "D"

ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA )  
) SS.  
COUNTY OF BROWARD )

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

This Affidavit is made this 10<sup>th</sup> day of JULY pursuant to a Contract for Sale and Purchase ("Contract") made as of 07/10/2017, by and between Lawrence Mark Lustbader, hereinafter called SELLER and BROWARD COUNTY, acting by and through its Board of County Commissioners, hereinafter called COUNTY, pertaining to property known as LUSTBADER'S PROPERTY, and being in Broward County, Florida (the "Property").

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

1. There are no environmental hazards on the Property which would require COUNTY to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of closing.
2. SELLER is not aware of any event of environmental contamination of the Property occurring between the Effective Date of the Contract and the Closing.
3. SELLER represents and warrants to COUNTY that as of the effective date of the Contract and as of closing that neither SELLER, nor to the best of SELLER's knowledge any third party, has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Property during the time in which SELLER owned the Property.
4. SELLER represents and warrants the truth and accuracy of all matters hereinabove set forth and agrees to and shall defend, indemnify and hold harmless COUNTY and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses and fees (including without limitation reasonable attorney's and appellate attorney's fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in this Affidavit or the breach of any representation or warranty herein made.

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**Exhibit "D" - Environmental Affidavit  
(Continued)**

FURTHER AFFIANT SAYETH NAUGHT.

**SELLER**

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature Witness 1

ANA PAULA RICHIA  
Print/Type Name Witness 1

[Signature]  
Signature Witness 2

Marco Mantuoz  
Print/Type Name Witness 2

Lawrence Mark Lustbader  
Lawrence Mark Lustbader

By \_\_\_\_\_  
Mr. Lawrence Mark Lustbader  
Print Name and Title

10 day of July, 2017.



STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2017, by LAWRENCE M. LUSTBADER, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 10<sup>th</sup> day of JULY, 2017.

(SEAL)

[Signature]  
Signature of Notary Public

MARJORIE HIRSCH  
(Typed or printed name)

My Commission Expires:

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

EXHIBIT "E"

PUBLIC DISCLOSURE OF BENEFICIAL INTERESTS AFFIDAVIT  
(Section 286.23, Florida Statutes)

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared **Lawrence Mark Lustbader** ("Affiant"), who first duly sworn deposes and says Affiant is:

\_\_\_\_ (a) \_\_\_\_ the President or \_\_\_\_ the Vice President of \_\_\_\_\_, a \_\_\_\_\_

corporation, which is duly authorized to transact business under the laws of Florida; or

\_\_\_\_ (b) \_\_\_\_ a Partner or \_\_\_\_ Limited Partner of \_\_\_\_\_, a \_\_\_\_\_ partnership, doing business under the name of \_\_\_\_\_; or

\_\_\_\_ (c) the Trustee of \_\_\_\_\_ Trust;

or

(d) Other INDIVIDUAL, which ~~entity~~ individual described above holds title to the real property having a street address of **4000 North Surf Road, City of Hollywood, Broward, County, Florida 33019.**

Affiant certifies that the names and addresses listed on Schedule "A," attached hereto and by this reference made a part hereof, are the names and addresses of every person having a beneficial interest in said real property, however small or minimal. This Affidavit is being made: (i) for the purpose of complying with the provisions of Section 286.23, Florida Statutes, with regard to a real property interest being conveyed to Broward County, (ii) as a public disclosure, under oath and subject to the penalties

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**Exhibit "E" – Public Disclosure Affidavit  
(Continued)**

prescribed for perjury, and (iii) to Broward County, which are relying on the veracity of the contents of this Affidavit. All matters set forth in this Affidavit are truthful and accurate.

**AFFIANT:**

Lawrence Lustbader

Signature

Lawrence Lustbader

Print Name



4000 N. Surf Rd. Hollywood FL 33019

(Affiant's address - Required by  
Section 286.23 Florida Statutes)

ACKNOWLEDGMENT

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was sworn to and acknowledged before me this 10<sup>th</sup> day of JULY, 2017 by LAURENCE M. LUSTBADER individually and as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or \_\_\_\_\_ who produced a \_\_\_\_\_ driver's license as identification

Sign Name: M. Hirsch

Print Name: MARJORIE HIRSCH

My Commission Expires 06/12/18

Notary Public, State of FLORIDA

Serial No. (none if blank) FF 132101

NOTARIAL SEAL

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**Exhibit "E" – Public Disclosure Affidavit  
(Continued)**

**Schedule "A"**

**NAMES:**

**ADDRESSES:**

LAWRENCE M. LUSTBADER

4000 N. SURF ROAD

HOLLYWOOD, FL 33019

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from the provisions of Section 286.23, Florida Statutes. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of Section 286.23, Florida Statutes, to disclose persons or entities holding less than 5 percent (5%) of the beneficial interest in the disclosing entity.

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**Exhibit "F"**  
**WARRANTY DEED**



This instrument was prepared by:  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel  
I.D. No. 5142-01-02-4310

**WARRANTY DEED**

(Section 689.02, Florida Statutes)

**THIS indenture**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., between **LAWRENCE MARK LUSTBADER**, a single man, whose address is 4000 North Surf Road, Hollywood, Broward County, Florida 33019 ("GRANTOR") and **BROWARD COUNTY**, a political subdivision of the State of Florida, whose address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("GRANTEE").

**WITNESSETH:** That GRANTOR, for and in consideration of the sum of One Million Two Hundred Seventy-Five Thousand and No/\$100 Dollars (\$1,275,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys to GRANTEE, its successors and assigns forever, the following described land situate in Broward County, Florida:

Real property as described in Exhibit "A," attached hereto and made a part hereof ("Real Property"), together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Real Property; all buildings, fixtures, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by SELLER thereon; all right, title, and interest of SELLER in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Real Property; and all right, title, and interest of SELLER in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Real Property (all of the foregoing being referred to as the "Property").

**TOGETHER WITH** all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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

**EXPRESSLY RESERVING** to GRANTOR a life estate in the Property for, and only for, GRANTOR's lifetime ("Life Estate"), subject to the terms and conditions, including the "Reservations and Limitations," set forth herein.

Upon the expiration of GRANTOR's natural life, the Life Estate shall terminate, and full and unrestricted ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, GRANTEE.

**THIS CONVEYANCE IS SUBJECT TO** zoning restrictions, prohibitions, and other requirements imposed by governmental authority; existing public purpose utility and government easements and rights of way; all other matters of record and taxes for the year of termination of the Life Estate and subsequent years; and that certain Life Estate Agreement executed between Broward County, Florida and Lawrence Mark Lustbader and simultaneously recorded herewith ("Life Estate Agreement"), the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

**THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING RESERVATIONS AND LIMITATIONS:**

In accordance with the Life Estate Agreement, it is a condition of this conveyance that, during the term of the Life Estate, GRANTOR shall (1) use the Property only as his homestead and for no other purpose; (2) not live away from the Property for more than six (6) continuous months (except as otherwise provided in Section 2.b. of the Life Estate Agreement; (3) not place any mortgages on the Property; (4) not lease all or any portion of the Property; (5) not sell, transfer, assign or otherwise convey any interest in and to the Life Estate to anyone; and (6) comply with the Escrow Account replenishment requirements in Section 7 of the Life Estate Agreement (collectively, "Reservations and Limitations"). If, after the exercise of the due diligence required by Section 6 of the Life Estate Agreement, GRANTOR is determined to be in violation of any Reservations and Limitations, GRANTOR, through its County Administrator, or designee, may prepare and record an affidavit stating the nature of such violation(s), and that GRANTOR has not cured such violation(s) as the filing of the affidavit. Upon the recording of said affidavit in the public records of Broward County, GRANTOR's Life Estate shall automatically terminate, and full ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, GRANTEE.

GRANTOR and GRANTEE acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that GRANTOR's Life Estate has terminated and that GRANTEE's remainder interest in the Property has fully vested, including full and unrestricted ownership, possession, and use of the Property by GRANTEE in fee simple.

**WARRANTY:** GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of said Property in fee simple, that GRANTOR has good right and lawful authority to sell and convey said Property, and that GRANTOR hereby fully warrants the title to said Property and will defend same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, GRANTOR has hereunto set his hand and seal the date first above written.

Signed, sealed, and delivered  
in the presence of

\_\_\_\_\_  
WITNESS 1 SIGNATURE

\_\_\_\_\_  
WITNESS PRINT NAME

\_\_\_\_\_  
LAWRENCE MARK LUSTBADER

\_\_\_\_\_  
WITNESS 2 SIGNATURE

\_\_\_\_\_  
WITNESS PRINT NAME

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_. He/she is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
SIGNATURE NOTARY

NOTARY SEAL

\_\_\_\_\_  
PRINT NAME

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 7, in Block 179, of HOLLYWOOD CENTRAL BEACH, according to the Plat thereof as recorded in Plat Book 4, Page 20, of the Public Records of Broward County, Florida, including all improvements thereon ("Property").

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "G"**  
**LIFE ESTATE AGREEMENT**

## LIFE ESTATE AGREEMENT

This Life Estate Agreement (“**Agreement**”) is effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between Lawrence Mark Lustbader (“**Life Tenant**”) and Broward County, a political subdivision of the State of Florida (“**County**”), collectively referred to as the “Parties.”

### RECITALS

Whereas, concurrently with this Agreement, Life Tenant has executed a deed (“**Deed**”) conveying to County a remainder interest in the real property including all improvements thereon, as more particularly described on **Exhibit “1”** (the “**Property**”), and reserving a life estate (“**Life Estate**”) in the Property for Life Tenant; and

Whereas, the Life Estate shall terminate automatically upon the death of Life Tenant, upon which full and unrestricted ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, County; and

Whereas, Life Tenant and County desire to enter into this Agreement to establish the rights and responsibilities of each with respect to the Property.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. **Use of Property; Non-Abandonment.**
  - a. Life Tenant has the sole and exclusive right, during his lifetime, to use the Property as his homestead, and for no other purpose. Upon the expiration of Life Tenant’s natural life, the Life Estate shall terminate, and full and unrestricted ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, County.
  - b. Except for stays in hospitals, nursing homes, assisted living facilities, or convalescent or rehabilitation centers, or destruction of the Property by fire, the elements, unavoidable accident, or other casualty, Life Tenant shall not live away from the Property for a period of more than 6 (six) continuous months.
  - c. Upon certification from a physician that Life Tenant is (1) homebound, and (2) in need of around-the-clock care to engage in one or more activities of daily living (including eating, drinking, toileting, washing, grooming, dressing, transferring, communicating, administering medication, managing finances, managing housework, shopping, or

driving), a caretaker, nurse, aide, or family member or friend of Life Tenant may reside at the Property to assist Life Tenant with such activities of daily living.

3. **No Property Mortgages, Leases, or Conveyance of Life Estate Interest.** During the term of the Life Estate, Life Tenant shall not, under any circumstances, permit any mortgage to be placed on the Property, nor shall Life Tenant lease all or any portion of the Property, or sell, transfer, assign or otherwise convey any interest in and to the Property or Life Estate to any third party.
4. **Life Tenant's Obligations.** At all times during the term of the Life Estate, Life Tenant, at his sole expense, shall:
  - a. Maintain and repair the Property in fair to good condition, including (1) keeping the Property in a habitable condition; (2) performing routine maintenance, including landscaping maintenance, painting, termite and other pest prevention, and all other types of routine maintenance; (3) performing all minor and major repairs and capital improvements, such as repairs, upgrades, and replacements of roofing, mechanical, plumbing, electrical, and plumbing systems; (4) installing locks and handles on all doors; (5) refraining from storing, handling, or releasing on the Property hazardous or toxic materials in violation of applicable local, state or federal laws; and (6) performing all other actions necessary to maintain the Property in a habitable condition in compliance with all applicable codes, laws, regulations, and ordinances. Life Tenant shall obtain written consent from the County Administrator (or authorized designee) before making any improvements for which a permit is required. Notwithstanding anything to the contrary herein, if any major repairs to the Property are necessary in the event of an emergency, Life Tenant shall immediately (1) call (954) 357-7333 and (954) 357-5173 to notify the Director of the County Real Property Section and the North Beach Park Senior Manager, respectively, of the need for such repairs; and (2) perform any work necessary to prevent, mitigate, or remediate any damage caused, or expected to be caused, by the emergency. If the Property is damaged by fire, the elements, unavoidable accident, or other casualty, Life Tenant, at his sole expense, shall repair the damage in a timely manner in compliance with all applicable laws. If the Property is rendered uninhabitable by reason of such occurrence, Life Tenant shall repair or rebuild the Property and reoccupy it within twelve (12) months following such occurrence and, if not, the Life Estate shall be forfeited.
  - b. Have the closing agent, as a condition of closing the sale of the Property to the County, use the proceeds from such sale to satisfy and discharge all real estate taxes and other assessments, impositions, liens costs, fees, or expenses affecting title to the Property that are outstanding on the date of closing;
  - c. Pay before delinquency all real estate taxes on the Property, and any and all other assessments, impositions, costs, fees, or expenses arising out of or relating

to the occupancy and use of the Property under this Agreement, including, without limitation, any taxes, insurance premiums, and permit or approval fees. Life Tenant shall not allow Tax Certificates or Tax Deeds to be sold against the Property due to non-payment of real estate taxes. Life Tenant shall deliver to County at the address stated below copies of receipts of paid taxes and assessments within fifteen (15) days after their due dates. Life Tenant shall not voluntarily or involuntarily defer the payment of taxes or assessments, notwithstanding any statutory or contractual right of the Life Tenant to do so. If the expiration of the Life Estate is on a date other than the last day of any tax fiscal year, the taxes for such year shall be apportioned between Life Tenant and County;

- d. Pay before delinquency water and sewer charges, utilities, and all other charges assessed against the Property;
- e. Procure general liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage, and Five Hundred Thousand Dollars (\$500,000) per aggregate. The minimum liability limits may be achieved by supplementing underlying limits using an excess or umbrella policy. Broward County, Florida shall be listed as an additional insured on the general liability policy and any excess policy not providing coverage on a true and pure "follow-form" basis. Proof of the required insurance shall be provided as a condition of the closing of the sale of the Property to County. Life Tenant shall provide the Director of the County Risk Management Division with an annual certification from the insurance carrier that the required insurance is in effect and that the premiums have been paid. The required insurance shall be secured and maintained in a company or companies satisfactory to the Director of the County Risk Management Division and shall be primary and not contributory to that carried by County. Life Tenant shall secure an appropriate clause in, or an endorsement upon, each policy of insurance, stating that the insurance company and Life Tenant waive subrogation and rights of recovery against County. Life Tenant shall provide a certified copy of any policies required by this Section upon request by the County Risk Management Division. Coverage is not to cease and is to remain in force until expiration of the Life Estate;
- f. Promptly notify the County Administrator (or authorized designee) of any injuries, incidents, or accidents relating in any way to the occupancy and use of the Property under this Agreement, and Life Tenant shall take all necessary or advisable corrective actions in response to such injuries, incidents, or accidents;
- g. Comply with all laws, codes, statues, ordinances, and regulations applicable to the occupancy and use of the Property under this Agreement; and



- h. Not allow any liens or encumbrances to be placed against the Property. Life Tenant shall pay and discharge any liens or encumbrances filed against the Property within thirty (30) calendar days after the filing thereof, except that copies of receipts of paid taxes and assessments must be received by County within fifteen (15) days after the payment deadline. In no event shall Life Tenant have the right, authority, or power to bind County or any interest of County in and to the Property for any claim for labor or materials or for any other charges or expenses incurred in the repair, maintenance, construction, or alteration of the Property.

5. **Inspections.** County, acting by and through the County Administrator and authorized designees, may:

- a. Enter the Property from time to time, with at least 48 hours advance notice to Life Tenant, to inspect the Property; provided, however, that in the case of an emergency, no notice, or only such notice as is appropriate under the circumstances, shall be required; and
- b. Make any repairs reasonably necessary to satisfy the obligations in Section 4(a), or to otherwise adequately protect its remainder interest in and to the Property, in the event that Life Tenant has not made such repairs within thirty (30) calendar days after written notice from the County of the need for same, or if such repairs cannot be completed within such thirty-day period and Life Tenant fails to commence such repairs within such thirty-day period and diligently pursue such repairs to completion.

6. **Violations, Due Diligence, and Remedies.** If County learns that Life Tenant is in violation of any of the obligations in Sections 2, 3, and 7 herein (“Obligations”), County, acting through its County Administrator or designee, shall provide written notification of such violation to Life Tenant, together with any documentary evidence of such violation. Within twenty (20) calendar days after receipt of such notification, Life Tenant shall provide County with a sworn affidavit admitting or denying the County’s determination, along with any documentary evidence in support of such admission or denial. If Life Tenant admits to the violation, Life Tenant shall indicate whether the violation has been cured or is ongoing and provide acceptable proof thereof.

- a. If Life Tenant fails to submit the sworn affidavit to the County within the required 20-day time frame, or if Life Tenant admits to an uncured violation of any Obligations, the County Administrator or designee shall prepare and record in the Public Records of Broward County an affidavit stating the nature of such violation, that Life Tenant has not cured such violation as of the filing of the affidavit, and incorporating Life Tenant’s sworn admission into such affidavit. Upon the recording of said affidavit in the Public Records of Broward County, Florida, Life Tenant’s Life Estate shall automatically terminate, and full and unrestricted ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, County.

- b. If Life Tenant, in his sworn affidavit, denies the County's determination of a violation of any Obligations or, alternatively, admits to the violation but contends that the violation has been cured, and the County Administrator or designee disputes such denial or contention, the County Administrator or designee, within thirty (30) calendar days of receipt of Life's Tenant's sworn affidavit, shall request the American Arbitration Association ("AAA") to appoint a single arbitrator from its Real Estate Industry Panel to hear and resolve the dispute in accordance with the AAA's Real Estate Industry Arbitration Rules (excluding the mediation alternative). AAA shall appoint the arbitrator within ten (10) calendar days of the County Administrator's (or designee's) request. The arbitrator shall hear the dispute in Broward County within ten (10) calendar days of his or her appointment, and shall render a written decision resolving the dispute within ten (10) calendar days after the hearing. The arbitrator's authority shall not extend beyond hearing and resolving whether Life Tenant has violated any of the Obligations and, if so, whether such violation has been cured or is ongoing. The Arbitrator's decision shall be final, binding, and non-appealable. County and Life Tenant will each pay its own arbitration fees, costs, and expenses, including attorney's fees. The administrative fees of arbitration, including the arbitrator's fees, shall be equally split between the County and Life Tenant. If the arbitrator finds that there is an uncured violation of any Obligations, the County Administrator or designee shall prepare and record in the Public Records of Broward County an affidavit stating the nature of the violation, that that Life Tenant has not cured such violation as of the filing of the affidavit, and incorporating the arbitrator's binding decision into such affidavit. Upon the recording of said affidavit in the Public Records of Broward County, Florida, Life Tenant's Life Estate shall automatically terminate, and full and unrestricted ownership, possession, and use of the Property in fee simple shall automatically vest in, and be granted to, County. Life Tenant and County acknowledge that County's preparation and recordation of the foregoing affidavit, after arbitration has taken place and the arbitrator has issued his or her written decision as to the dispute between the Life Tenant and the County, and said decision is included within the County's affidavit filed in the public records, shall be conclusive evidence upon which any party may rely that Life Tenant's Life Estate has terminated and that County's remainder interest in the Property has fully vested, including full and unrestricted ownership, possession, and use of the Property by County in fee simple.
7. **Additional Remedies.** In the event Life Tenant violates any of the obligations in Section 4 or 5(b) herein, the County Administrator (or authorized designee) may take any and all reasonable actions to correct such violation(s), which corrective actions shall be paid for with proceeds from the escrow account ("Escrow Account") established and administered under the (1) Contract for Sale and Purchase executed by and between County and Life Tenant (Sale and Purchase Contract), and (2) tri-party Escrow Agreement executed by and between the County, Life Tenant, and Escrow Agent. Escrow Account monies used for such corrective actions shall be replenished by Life Tenant pursuant to, and in accordance with, the terms and conditions of the Sale and Purchase Contract and Escrow Agreement.

If Life Tenant fails to replenish Escrow Account monies in strict accordance with the Sale and Purchase Contract and Escrow Agreement, the County Administrator or designee shall prepare and record in the Public Records of Broward County an affidavit stating that Life Tenant failed to replenish the Escrow Account to \$60,000 within 10 business days after receipt of a written demand from the Escrow Agent for such replenishment, and incorporating into such affidavit a written statement from the Escrow Agent corroborating the lack of replenishment of the Escrow Account to \$60,000 within the required 10-day period. Upon the recording of said affidavit in the Public Records of Broward County, Florida, Life Tenant's Life Estate shall automatically terminate, and full and unrestricted ownership, possession, and use of the Property shall automatically vest in, and be granted to, County. Life Tenant and County acknowledge that County's preparation and recordation of the foregoing affidavit in the public records shall be conclusive evidence upon which any party may rely that Life Tenant's Life Estate has terminated and that County's remainder interest in the Property has fully vested, including full and unrestricted ownership, possession, and use of the Property by County in fee simple.

8. **Indemnification.** Life Tenant shall at all times indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Life Tenant, its current or former employees, agents, servants, or invitees, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Life Tenant shall, upon written notice from County, acting by and through its County Administrator (or authorized designee), defend each Indemnified Party against each such Claim by counsel satisfactory to the County Attorney or, at County's option, pay for an attorney selected by County to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
9. **Assumption of Risk.** Life Tenant, by his occupancy and use of the Property during the Life Estate, assumes all risk of loss or damage to property and all risk of personal injury, including death, attributable to any cause. Life Tenant represents and warrants that he is familiar with the condition of the Property and its suitability for use as his homestead, and that, as of the date of this Agreement, the Property is in a habitable condition. Life Tenant forever releases County, its agents, managers, affiliates, officers, and employees from and against any and all present or future claims, causes of action, liabilities and expenses arising out of or relating to any loss, damage, or injury to Life Tenant from the occupancy or use of the Property.
10. **Default.** In addition to the remedies set forth in Sections 6 and 7 of this Agreement, County may pursue all remedies available to it at law or in equity in the event of an uncured default by Life Tenant of any material provisions of this Agreement.

11. **Third Party Beneficiaries.** Neither County nor Life Tenant intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
12. **Surrender and Delivery of Property to County.** Upon the expiration or earlier termination of the Life Estate, possession of the Property shall be immediately surrendered and delivered to the County. All improvements to the Property shall remain upon and be surrendered with the Premises. Life Tenant's movable furniture, furnishings, and personal items ("Personalty") may be removed from the Property within thirty (30) days after Life Tenant's death. If such Personalty is not removed within such thirty-day period, the same shall, at County's option, become the property of County. Life Tenant designates the following individual(s) ("Designees") to receive notifications from the County to effectuate the removal of the Personalty from the Property in accordance with this Section:

Name: Albert Bonilla  
Address: 1750 N. 17<sup>th</sup> Court, #107, Hollywood, FL 33020  
Phone: 954-317-7113  
Email: \_\_\_\_\_

Name: Liah Mariano  
Address: \_\_\_\_\_  
Phone: 954-549-9660  
Email: \_\_\_\_\_

Name: Taylor Rose  
Address: \_\_\_\_\_  
Phone: 954-798-1021  
Email: \_\_\_\_\_

Life Tenant shall notify the County in writing in accordance with Section 13 of any change to the Designees, including the removal or substitution of Designees, the identification of any additional Designee(s), or updates to the contact information for any such Designees.

13. **Notices.** Whenever either party desires to give notice to the other, such notice must be sent by email with a hard copy sent by certified mail or commercial express carrier with acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to County shall be addressed to:

Broward County Administrator  
Governmental Center, Suite 409  
115 South Andrews Avenue

Fort Lauderdale, Florida 33301  
Email address: bhenry@broward.org  
                  dwest@broward.org  
                  pbhogaita@broward.com

Notice to Life Tenant shall be addressed to:

Lawrence Mark Lustbader  
4000 North Surf Road  
Hollywood, Florida 33019  
Email Address: premie@bellsouth.net  
Phone Number: 954-922-5657

And

Marjorie Brunelli, Esq.  
Brunelli Law, P.A.  
6245 N. Federal Highway, Suite 422  
Fort Lauderdale, FL 33308  
Email Address: marjorie@brunelli-law.com  
Phone Number: 954-474-7703

14. **No Waiver of Breach.** County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
15. **No Waiver of Sovereign Immunity and Liability.** County hereby acknowledges that it is a political subdivision of the state of Florida subject to the limitations of Section 768.28, Florida Statutes. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by Subtenant.
16. **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
17. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
18. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the

context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

19. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.
20. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LIFE TENANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Life Tenant and the Broward County Board of County Commissioners, or others delegated authority or otherwise authorized to execute same on their behalf.
22. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

- 23. **Incorporation by Reference.** Attached Exhibits "1" and "1A" are incorporated into and made a part of this Agreement.
- 24. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 25. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Life Estate Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 23<sup>rd</sup> day of May, 2017 and LAWRENCE MARK LUSTBADER.

COUNTY



BROWARD COUNTY, by and through  
its County Administrator

By: [Signature]  
County Administrator

13<sup>th</sup> day of July, 2017

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By [Signature] 7-11-17  
Signature (Date)

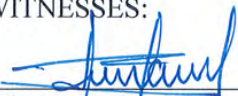
WAYNE FLETCHER RISK MGR -  
Print Name and Title above

By: [Signature] 7/12/17  
James D. Rowlee (Date)  
Senior Assistant County Attorney

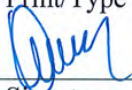
JDR/dnt  
07/05/2017  
Lustbader Life Estate Agreement  
17-089.00

LIFE ESTATE AGREEMENT BETWEEN BROWARD COUNTY AND LAWRENCE MARK LUSTBADER

WITNESSES:

  
\_\_\_\_\_  
Witness 1 Signature

ANA PAULA ROCHA  
\_\_\_\_\_  
Witness 1 Print/Type Name

  
\_\_\_\_\_  
Witness 2 Signature

Manuela Martinez  
\_\_\_\_\_  
Witness 2 Print/Type Name

LIFE TENANT

By Lawrence Mark Lustbader  
\_\_\_\_\_  
Mark Lustbader

10 day of July, 2017.



## **EXHIBIT 1**

### **Property Description**

Real property as described in Exhibit "1A," attached hereto and made a part hereof ("Real Property"), together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Real Property; all buildings, fixtures, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by SELLER thereon; all right, title, and interest of SELLER in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Real Property; and all right, title, and interest of SELLER in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Real Property (all of the foregoing being referred to as the "Property").

**EXHIBIT 1A**

**LEGAL DESCRIPTION**

Lot 7, in Block 179, of HOLLYWOOD CENTRAL BEACH, according to the Plat thereof as recorded in Plat Book 4, Page 20, of the Public Records of Broward County, Florida, including all improvements thereon ("Property")

Lawrence Mark Lustbader Property  
4000 N. Surf Road  
Hollywood, FL 33019

**EXHIBIT "H"**  
**ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Broward County, a political subdivision of the State of Florida ("County"), and Lawrence Mark Lustbader ("Seller"), and \_\_\_\_\_ ("Escrow Agent").

### RECITALS.

WHEREAS, Escrow Agent does hereby acknowledge receipt of the sum of \$60,000.00 ("Funds") from Seller pursuant to Section 7.2(7) of that certain Contract for Sale and Purchase of real property ("Sale and Purchase Contract") entered into between County and Seller on the same date hereof and simultaneously recorded herewith and attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, Escrow Agent agrees to deposit such Funds into an escrow or trust account ("Escrow Account") maintained by Escrow Agent for the purpose of guaranteeing Seller's Obligations under and in accordance with Sections 4, (5)(b), and 7 of the Life Estate Agreement entered into between County and Seller on the same date hereof and simultaneously recorded herewith and attached hereto and made a part hereof as Exhibit 2; and

WHEREAS, Escrow Agent agrees to hold and disburse the Funds in accordance with the terms and conditions herein.

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

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. **Disbursement of Funds.** Escrow Agent shall disburse funds from the Escrow Account as follows:

a. If the County Administrator or authorized designee ("County Administrator") submits a signed statement to Escrow Agent stating that Seller, after receipt of written notice and expiration of a cure period of ten (10) business days, has not satisfied one or more of his obligations ("Obligations") under Sections 4 or 5(b) of the Life Estate Agreement, Escrow Agent shall use Funds from the Escrow Account to pay the unsatisfied Obligation(s) in accordance with County Administrator's instructions, which instructions shall, at a minimum, specify the name and address of the payee(s), and the amount and method of payment(s) to such payee(s). Escrow Agent shall immediately furnish County and Seller copies of receipts of such payment(s), and shall demand that Seller replenish the Escrow Account to \$60,000. If Seller fails to replenish the Escrow Account to \$60,000 within 10 business days after receipt of such demand in writing, from the Escrow Agent, such failure shall constitute a material default of this Escrow Agreement, entitling County, upon written notice to Seller and Escrow Agent, to unilaterally terminate this Escrow Agreement upon the date specified in such notice. Within 10 business days after receipt of such notice, Escrow Agent shall disburse and remit all remaining Funds in the Escrow Account to County as liquidated damages for Seller's material default hereof.

b. Upon submission of a written notice by the County Administrator that Seller is no longer living and there are no ongoing unsatisfied Obligations, Escrow Agent shall release all remaining Funds in the Escrow Account to Seller's heir(s) or next of kin. If, after Seller's death, there is a pending action to probate Seller's estate, the Escrow Agent shall disburse all remaining Funds in the Escrow Account to the personal representative of Seller's probate estate in accordance with Florida law.

3. **Notices.** Notices given or made pursuant hereto must be sent by email with a hard copy sent by certified mail or commercial express carrier with acknowledgement of delivery, addressed as follows:

Notice to County shall be addressed to:

Broward County Administrator  
Governmental Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: bhenry@broward.org  
                    dwest@broward.org  
                    pbhogaita@broward.com

Notice to Seller shall be addressed to:

Lawrence Mark Lustbader  
4000 North Surf Road  
Hollywood, Florida 33019  
Email Address: premie@bellsouth.net  
Phone Number 954-922-5657

And

Marjorie Brunelli, Esq.  
Brunelli Law, P.A.  
6245 N. Federal Highway, Suite 422  
Fort Lauderdale, FL 33308  
Email Address: marjorie@brunelli-law.com  
Phone Number: 954-474-7703

Notice to Escrow Agent shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Any of the foregoing addresses for the giving on notice may be changed by giving prior written notice to the other addressees. All notices from County to Escrow Agent shall be copied to Seller, and all notices from Seller to Escrow Agent shall be copied to County. All notices from Escrow Agent to County shall be copied to Seller, and all Notices from Escrow Agent to Seller shall be copied to County.

4. **Multiple Originals.** This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original.

5. **Law and Venue.** This Escrow Agreement shall be governed by and construed and enforced in accordance with the laws of the State Florida. The exclusive venue for any lawsuit or other legal action arising from, related to, or in connection with this Escrow Agreement shall be the Seventeenth Judicial Circuit in and for Broward County, Florida.

6. **Successors and Assigns.** This Escrow Agreement is binding on all successors in interest and assigns. Seller may not assign any of his rights or obligations under this Escrow Agreement without the prior written consent of the County Administrator.

7. **Substitution of Escrow Agent.** If, for any reason, Escrow Agent is unable or unwilling to continue to act as Escrow Agent, or if County desires to substitute Escrow Agent for any reason, then County, acting by and through its County Administrator, in his or her sole discretion, may appoint another entity to serve as escrow agent under this Agreement, at the County's sole expense. The successor escrow agent shall execute and deliver to County, Seller, and Escrow Agent an instrument accepting such appointment, whereupon the successor escrow agent shall, without further acts, be vested with all rights, powers, and duties of the Escrow Agent set forth in this Escrow Agreement, as amended from time to time. Escrow Agent shall act in accordance with written instructions from County as to the transfer of the Funds to the successor escrow agent. Reasonable amendments shall be made to this Escrow Agreement to the extent necessary to effectuate the appointment of a successor escrow agent and the acceptance of such appointment. The County Administrator is authorized to negotiate and execute such amendments on behalf of County.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Agreement as of the date set forth above.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
James D. Rowlee (Date)  
Senior Assistant County Attorney

ESCROW AGREEMENT

WITNESSES:

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Witness 1 Print/Type Name

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Witness 2 Print/Type Name

SELLER

By \_\_\_\_\_  
Lawrence Mark Lustbader

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Witness 1 Print/Type Name

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Witness 2 Print/Type Name

ESCROW AGENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_