

**PURCHASE AND SALE AGREEMENT BETWEEN
CB & TL, LLC AND BROWARD COUNTY**

This PURCHASE AND SALE AGREEMENT (“Agreement”) between CB & TL, LLC, a Florida limited liability company (“Seller”), whose address is 4701 Northwest 33rd Avenue, Oakland Park, Florida 33309, and BROWARD COUNTY, a political subdivision of the State of Florida (“Purchaser”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). The Seller and the Purchaser are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

A. The Seller is the owner of the Property, as defined in Section 1, located at 4701 NW 33rd Avenue, Oakland Park, Florida 33309.

B. The Seller desires to sell, and the Purchaser desires to purchase, the Property on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

AGREEMENT

1. **Purchase and Sale of Property.** Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, the following property (collectively, the “Property”):

1.1 That certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit 1**, attached hereto and made a part hereof, which contains a building consisting of approximately 20,310 square feet of office space, and is approximately 88,477 gross square feet (the “Land”);

1.2 All buildings, structures, and other improvements situated on the Land (the “Improvements”) (the Land and the Improvements are hereinafter referred to collectively as the “Real Property”);

1.3 Certain fixtures, machinery, equipment, and other tangible and intangible personal property, of whatever kind or character, now or hereafter owned by the Seller and used exclusively in connection with the Real Property (“Personalty”), as listed on **Exhibit 2**, attached to and made a part of this Agreement;

1.4 All assignable or transferable permits, approvals, orders, consents, variances, waivers, certificates of occupancy, entitlements, rights, licenses, and

authorizations required for the operation, use, management, or maintenance of the Real Property owned by the Seller ("Permits");

1.5 All assignable or transferable warranties, guarantees, and commitments pertaining to the ownership or operation of the Real Property or the Personalty owned by the Seller (the "Other Property"); and

1.6 All of the Seller's rights in and to all strips, gores, easements, privileges, rights-of-way, riparian and other water rights, rights to lands underlying any adjacent streets or roads, and other tenements, hereditaments and appurtenances, if any, pertaining to or accruing to the benefit of the Real Property.

2. **Purchase Price.**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is FOUR MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,100,000.00) (the "Purchase Price").

2.2 At the Closing, the Purchase Price shall be paid to the Seller by bank wire transfer of immediately available funds to the Seller's designated account, which the Seller shall designate, and notify Purchaser of, no later than ten (10) business days prior to the Closing Date ("Seller's Account"). The Seller may designate its attorney's trust account as the Seller's Account.

2.3 The Purchaser shall deliver the Purchase Price, subject to the prorations and adjustments provided for in this Agreement (the "Balance"), to the Seller's Account at the Closing.

3. **Title Evidence.**

3.1 **Title Insurance Commitment.** Prior to the execution of this Agreement, the Seller shall have delivered to the Purchaser a copy of the Seller's title insurance policy ("Title Base") and a copy of the Seller's survey prepared for the Property. In no event later than five (5) business days after the Effective Date, the Purchaser shall, at the Purchaser's expense, obtain and deliver to the Seller an ALTA marketability title insurance commitment (the "Title Commitment") in an amount equal to the Purchase Price, issued through an underwriter selected by the Purchaser ("Underwriter") and its agent, _____ ("Title Agent"), with hard copies of all exceptions. The Title Commitment shall show that the Seller is vested with and can convey to the Purchaser good, marketable, and insurable fee simple title to the Property, subject only to the Permitted Exceptions (as defined below). For purposes of this Agreement, the term "Permitted Exceptions" shall mean all title exceptions and survey matters pertaining to the Property which: (i) are of record as of the date of the Title Commitment and/or Survey (other than Monetary Liens, as defined in Section 3.4) and are not the subject of a Title Objection made by the Purchaser pursuant to Section 3.2 of this Agreement, or (ii) constitute Title Objections made by the Purchaser which the Seller

has elected not to cure (or have caused the Title Company to endorse or insure over), and which the Purchaser has elected (or is deemed to have elected) to accept pursuant to this Section 3, or (iii) are otherwise expressly stated in this Agreement as being permitted title exceptions.

3.2 Title Objections Notice. The Purchaser shall have fifteen (15) calendar days after receiving the Title Commitment and the Survey, as defined in Section 3.7, to examine the Title Base, the Title Commitment, and the Survey ("Examination Period"). If the Purchaser, in its sole discretion, finds any title matters or exceptions to title that are not acceptable ("Title Objections"), other than the Permitted Exceptions, the Purchaser shall give the Seller written notice specifying the Title Objections ("Title Objections Notice") by the end of the Examination Period.

3.3 Seller's Response Notice. In the event that the Seller receives a Title Objections Notice during the Examination Period, the Seller shall give the Purchaser, no later than five (5) calendar days after receiving the Title Objections Notice ("Response Period"), written notice of whether the Seller will cure or remove the Title Objections to the Purchaser's satisfaction ("Response Notice").

- (a) If the Response Notice states that the Seller declines to cure or remove any Title Objection(s), or the Seller fails to give a Response Notice during the Response Period, then the Seller shall have no obligation to cure or remove any Title Objections, except for the Monetary Liens that shall be released in accordance with Section 3.4. In such event, the Purchaser shall, within five (5) business days after the Response Period expires, deliver written notice to the Seller either:
1. waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or
 2. terminating this Agreement, whereupon the Parties shall be released of all further obligations under this Agreement except for those that expressly survive the termination of this Agreement.
- (b) If the Response Notice states that the Seller will cure or remove the Title Objections, the Seller will have a period of thirty (30) calendar days after receiving the Title Objections Notice ("Title Cure Period") to cure or remove the Title Objections to the Purchaser's satisfaction. In such event, the Seller shall use diligent efforts to cure or remove the Title Objections, and all of the other deadlines and time periods of this Agreement shall be extended on a day-for-day basis with the time that it takes the Seller to effect such cure or removal. In the event that the Seller does not cure or remove the Title Objections during the Title Cure Period, the Purchaser shall, within five (5)

business days after the Title Cure Period expires, deliver written notice to the Seller either:

1. Waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or
2. Terminating this Agreement, whereupon the Parties shall be released of all further obligations under this Agreement except for those that expressly survive the termination of this Agreement.

3.4 If the Purchaser fails to provide a Title Objections Notice by the end of the Examination Period, or the Purchaser waives its Title Objections pursuant to Section 3.3, the Purchaser shall be deemed to have approved the title to the Property as reflected in the Title Commitment and Survey at that time. Notwithstanding such approval of title, the Seller shall cause any mortgages, delinquent tax liens, and other monetary liens or encumbrances on the Property (“Monetary Liens”) to be released at or before the Closing. The Seller may use proceeds from the sale of the Property to cause such Monetary Liens to be released.

3.5 Approved Title. The Seller’s title, as reflected in the Title Commitment and Survey on the date after the Seller cures or removes the Title Objections in accordance with Section 3.3, or at the time the Purchaser is deemed to accept the title pursuant to Section 3.4, shall constitute the approved title (the “Approved Title”). The Seller covenants to maintain, protect, and preserve the Approved Title, subject only to any objections thereafter caused by the Purchaser or matters specifically permitted by the terms of this Agreement.

3.6 Closing Commitment. At the Closing, the Title Agent shall issue or cause to be issued to the Purchaser either (i) an ALTA Owner Marketability Title Insurance Policy pursuant to the terms of the Title Commitment (“Title Policy”), or (ii) an endorsement to the Title Commitment, or a “marked up” duplicate original of the Title Commitment, in either case reflecting that all requirements of the Title Commitment have been fulfilled or waived and eliminating the “gap exception;” eliminating or modifying the standard ALTA exceptions in accordance with the Title Commitment approved (or deemed approved) by the Purchaser and removing any other exceptions not included in the Approved Title to which the Purchaser has objected; and extending the effective date of coverage through the recording of the deed of conveyance to the Purchaser (the “Closing Commitment”).

3.7 Survey. Promptly after the Effective Date, the Purchaser, at the Purchaser’s expense, shall order a current ALTA survey of the Land and the Improvements (the “Survey”). The Survey also shall conform to the Minimum Technical Standards for Land Surveying in the State of Florida and shall show and describe the exterior boundaries and corner markers or monuments of the Real Property, the size and location of any improvements, encroachments, easements, rights-of-way, or other

conditions to which the Real Property is subject, all matters for which exception is made in Schedule B, Section 2 of the Title Commitment which can be physically located by survey, and the legal description and area of the Real Property. If the Survey shows any encroachment or other condition which could affect the marketability of title to the Real Property or could have a material adverse effect upon use of the Real Property, the Purchaser shall have the right to object to such condition pursuant to provisions of Section 3.2. After approval of the Survey by the Purchaser, the legal description and area of the Real Property shall be as set forth in the Survey.

4. **Seller's Representations and Warranties.** The Seller hereby represents and warrants to the Purchaser the following, which collectively are hereinafter referred to as the "Seller's Representations and Warranties":

4.1 **Power and Authority.** The Seller is duly formed, validly existing, and in good standing under the laws of the State of Florida. The Seller has full right, power, and authority to enter into and perform its obligations under this Agreement including, without limitation, the authority to convey good and marketable title to the Property to the Purchaser, subject to the Permitted Exceptions. The Seller duly authorizes the execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement.

4.2 **Due Execution and Performance.** This Agreement, along with all of the documents, instruments, or agreements that the Seller must deliver at the Closing, shall be duly authorized and executed, and shall constitute the legal, valid, and binding obligations of the Seller.

4.3 **Absence of Conflicts.** To the best of the Seller's actual knowledge:

- (a) There are no licenses, contracts, agreements, arrangements, or other obligations, whether written or oral, regarding the use, development, maintenance, or operation of the Property ("Contracts") that will survive the Closing, except as may be set forth in the Permitted Exceptions.
- (b) There are no agreements currently in effect that restrict the sale of the Property, or impair the Seller's ability to execute or perform its obligations under this Agreement.
- (c) The Seller's execution, delivery, and performance of this Agreement shall not (i) result in a breach of, default under, or acceleration of any agreement to which the Seller or the Property are bound; or (ii) violate any restriction, court order, agreement, or other legal obligation to which the Seller or the Property is subject.
- (d) The Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy,

moratorium, or other laws affecting creditors' rights to the extent that such laws may be applicable to the Seller or the Property.

- (e) There are no pending or, to the Seller's knowledge, threatened judicial, municipal, or administrative proceedings affecting the Property, or in which the Seller is or will be a party by reason of the Seller's ownership or operation of the Property, or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, rezoning, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.
- (f) The Seller does not know of any fact that is not recited in this Agreement that could provide a basis for an investigation, action, suit, dispute, proceeding, or claim materially and adversely affecting the ownership, use, or development of any portion of the Property. To the best of the Seller's knowledge, there are no outstanding judgments, orders, writs, injunctions, or decrees of any federal, state, regional, local, or other government department, commission, board, bureau, agency, or instrumentality having jurisdiction over the Property, which could constitute or impose a lien upon the Real Property, or which adversely affect the ownership, use, or development of any portion of the Real Property.
- (g) The Seller has not received any notice regarding pending public improvements in or about any portion of the Real Property, or about any special assessments or re-assessments against or affecting any portion of the Real Property.

4.4 Ownership. The Seller has good, marketable and insurable fee simple title to the Real Property, subject to the Permitted Exceptions.

4.5 Taxes and Liens. All taxes and assessments, including all sales tax and other taxes relating to the Property that accrue or are or will be due and payable before the Closing Date (other than transfer taxes due on the Deed, as specifically defined in Section 9.3(a)) have been paid or will be paid before the Closing. The Seller has no knowledge of claims by any contractor with respect to work performed on the Property. There are no unpaid bills for labor, services, or work performed or rendered upon the Real Property, or for materials or supplies furnished or delivered to the Real Property, which could result in the filing of any mechanic's, materialman's, or laborer's lien upon the Real Property.

4.6 Insurance. The Seller now has in force such casualty, liability, and other insurances relating to the Property as reflected in the certificate of insurance(s) attached to this Agreement as **Exhibit 3** (the "Insurance Policies"). The Seller shall maintain such Insurance Policies in full force and effect up through the Closing Date. The

Seller has received no written notice from any insurance carrier alleging any defects or inadequacies in the Property that, if not corrected, would result in termination of insurance coverage or increase in the normal and customary cost of any or all of the Insurance Policies.

4.7 Hazardous Substances. The Seller has no notice or knowledge of (i) any Hazardous Substance (as defined herein) present on or within the Real Property, or any present or past generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance on or within the Real Property, or (ii) any failure to comply with any applicable local, state or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance. "Hazardous Substance" shall mean (i) substances included within the definitions of hazardous substances, hazardous materials, toxic substances, or solid waste in any Environmental Laws (as defined herein); (ii) substances listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances; (iii) other substances, materials, or wastes, which are regulated or classified as hazardous or toxic under Environmental Laws; and (iv) materials, wastes, or substances, which are or contain petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Clean Water Act, 33 U.S.C. § 1321, et seq.; all rules and regulations promulgated pursuant to the foregoing laws; and all other local, state, or federal laws, rules, or regulations relating to environmental protection or hazardous or toxic substances.

4.8 Permits and Violations.

- (a) **Exhibit 4**, attached hereto and made a part hereof, is a true, correct, and complete list of the Permits, if any, as of the Effective Date. The Seller warrants that it has all Permits necessary to operate the Improvements. All of the Permits are (i) transferable by the Seller to the Purchaser, and (ii) in good standing and not in default in any material respect.
- (b) To the best of the Seller's knowledge, no event has occurred that constitutes or would constitute a violation or breach of any Permit, or that could deprive the Purchaser of exercising and enjoying all of the rights and privileges conferred by such Permit after the Closing.
- (c) The Seller has not received written notice from any governmental or quasi-governmental authority of an outstanding or uncured violations of building codes, zoning ordinances, or any other applicable laws, statutes, ordinances, rules, permits, regulations, or agreements relating to the Property including, without limitation, the Americans with Disability Act ("ADA"). The Seller shall be responsible for the

payment or satisfaction of all violations of record existing as of the Closing Date. If after the Effective Date and prior to the Closing, the Seller receives a written notice of any such violation (“New Violation”), the Seller shall promptly notify the Purchaser of the New Violation, the Seller shall use its best efforts to cure the New Violation prior to the Closing, and all of the other deadlines and time periods of this Agreement shall be extended on a day-for-day basis with the time that it takes the Seller to effect such cure of the New Violation. Notwithstanding, if the New Violation is not resolved within thirty (30) calendar days after the Purchaser receives the Seller’s notice thereof, the Purchaser shall be entitled to immediately terminate this Agreement by providing written notice to the Seller, whereupon the Parties shall be released of all further obligations under this Agreement except for those that expressly survive the termination of this Agreement.

4.9 Inspection Materials. The Seller shall, no later than five (5) business days after the Effective Date, deliver to the Purchaser a true and complete copy of each item listed on the attached **Exhibit 5** (the “Inspection Materials”). Except for the Inspection Materials, there are no documents in the Seller’s possession or control, or of which the Seller is aware, that contain material information about the ownership, use, or development of any portion of the Real Property. Nothing in this Section 4.9 shall be deemed or construed to limit the Seller’s ability to provide a Notice of Unavailable Materials in accordance with Section 7.2 of the Agreement.

4.10 Leases. There are no leases, agreements, or other rights, written or oral, for the occupancy of any portion of the Property. There are no parties in possession of any portion of the Property. Notwithstanding the preceding provisions of this Section 4.10, the Seller and its affiliates (as defined below) may occupy, access, use, or be in possession of the Property up to the Closing Date. The term “affiliates,” as used herein, shall mean any individuals or entities that directly or indirectly, through one or more intermediaries, controls, are controlled by, or are under common control with the Seller.

As of the Closing Date, the Seller’s Representations and Warranties are, or will be, true and correct in every material respect. The Seller’s Representations and Warranties, and any document furnished by the Seller in accordance with this Agreement, do not contain any untrue statement of material fact or omit to state a material fact required to be stated or necessary to make any statement therein not misleading. The Seller’s Representations and Warranties shall survive for one (1) year after the Closing Date.

5. Purchaser’s Representations and Warranties.

5.1 The Purchaser hereby represents and warrants to the Seller the following, which collectively are hereinafter referred to as the “Purchaser’s Representations and Warranties”:

- (a) Power and Authority. The Purchaser has full right, power, and authority to enter into and perform its obligations under this Agreement including, without limitation, executing and delivering to the Seller all of the documents or instruments required by the Purchaser under this Agreement. The Purchaser duly authorizes the execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement.
- (b) Due Execution and Performance. This Agreement, along with all of the documents that the Purchaser must deliver at the Closing, shall be duly authorized and executed, and shall constitute the legal, valid, and binding obligations of the Purchaser.
- (c) Absence of Conflicts. To the best of the Purchaser's knowledge, the Purchaser's execution, delivery, and performance of the Agreement does not conflict with or violate (i) any contract, agreement, or arrangement to which the Purchaser is a party, or (ii) any statute, decree, judgment, regulation, order, or rule of any governmental authority having jurisdiction over the Purchaser.

5.2 As of the Closing Date, the Purchaser's Representations and Warranties are, or will be, true and correct in every material respect. The Purchaser's Representations and Warranties, and any document furnished or to be furnished by the Purchaser in accordance with this Agreement, do not contain any untrue statement of a material fact or fail to state a material fact necessary to make the statements contained therein.

6. **Seller's Covenants.** The Seller hereby warrants to and covenants with the Purchaser as follows:

6.1 Compliance. Prior to the Closing, the Seller shall comply with all laws, ordinances, regulations, restrictions, covenants, rules, and Permits affecting the Property or the Seller's use of the Property, and the Seller shall fully and promptly perform all acts required thereunder. Neither the Seller, nor any Person (as defined herein) claiming by, through, or under the Seller, shall apply for or seek to obtain any modification, amendment, or release of any law, ordinance, regulation, restriction, covenant, rule, or Permit applicable to the Real Property if the granting of such modification, amendment, or release could have a materially adverse impact or effect upon the Real Property, or the use and development thereof, by the Purchaser or any Person claiming by, through, or under the Purchaser, unless the Seller first obtains the specific prior written consent of the Purchaser. "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise, or any government or political subdivision or any agency, department, or instrumentality thereof.

6.2 Maintenance of the Real Property. The Seller shall make a diligent and good faith effort to maintain and preserve the Real Property in substantially the same condition and repair as it is on the Effective Date, ordinary wear and tear excepted and

damage by casualty or condemnation excepted (as provided in Section 12). None of the Personalty or fixtures shall be removed from the Real Property, unless replaced by personal property, fixtures, or inventory of equal or greater utility and value. The Seller shall not perform or allow the performance of any construction on the Real Property, except in the event of an emergency, in which case the Seller shall provide prompt written notice to the Purchaser of the nature and scope of such construction.

6.3 Status of Agreements. The Seller shall not (i) make or permit any amendment or modification to any existing Contract and (ii) enter into any new contract, lease, or other agreement that would affect the Property, or be binding on the Purchaser after the Closing. The Seller shall not intentionally do any act or omit any act that shall cause a breach of any Contract, without the Purchaser's prior written consent.

6.4 No Changes to Approved Title. The Seller shall not create or agree to create any matter affecting the Approved Title to the Property without the Purchaser's prior written consent.

7. Inspection Period.

7.1 For a period of sixty (60) calendar days from the Effective Date (the "Inspection Period"), the Purchaser may enter the Property, in accordance with this Section 7, to determine (in its sole discretion) if it will proceed with the acquisition of the Property or if it will exercise its termination right under Section 7.5. During the Inspection Period, the Purchaser, at its own expense, shall have the right to have its employees, agents, contractors, or subcontractors ("Consultant(s)") inspect and investigate the Property to prepare surveys, take soil borings, conduct environmental inspections (including, without limitation, Phase 1 or Phase 2 environmental assessments), and perform other customary tests and inspections (the "Inspections"). Notwithstanding the preceding provision, the Purchaser must obtain the Seller's prior written consent, which consent may not be unreasonably withheld or delayed, in order to conduct a Phase 2 environmental assessment; provided, however, if the Seller fails to respond within three (3) business days after receiving the Purchaser's request regarding a Phase 2 testing, the Seller shall be deemed to have consented to such request.

7.2 Within five (5) business days after the Effective Date, the Seller shall make available to the Purchaser for inspection, review, and copying of those Inspection Materials described on **Exhibit 5**. To the extent that any items on **Exhibit 5** are not in the Seller's possession or otherwise under its control (the "Unavailable Materials"), the Seller shall, at the time the Inspection Materials are made available to the Purchaser, provide the Purchaser with written confirmation that it does not have such Unavailable Materials ("Notice of Unavailable Materials"). If the Seller fails to timely make the Inspection Materials available and/or to timely provide the Notice of Unavailable Materials to the Purchaser, the Inspection Period shall be extended for one (1) day for each day of delay in making the Inspection Materials available and/or in providing the Notice of Unavailable Materials to the Purchaser.

7.3 Prior to any Inspections, the Purchaser must obtain the Seller's written consent for each Consultant to enter the Property, and for the timing and scope of the Inspections. Such written consent shall not be unreasonably withheld or delayed, and can be obtained through electronic mail ("email") as set forth in Section 15.2. Notwithstanding, if the Seller fails to respond within five (5) calendar days after receiving the Purchaser's request regarding its Inspections, the Seller shall be deemed to have consented to such request.

7.4 In conducting the Inspections, the Purchaser and its Consultants shall conduct all operations on the Property in a reasonable manner, and shall not unreasonably interfere with the Seller's operation of the Property. The Purchaser shall not engage in any activity resulting in a mechanic's lien against the Real Property. Without waiving any rights or immunities that the Purchaser may have pursuant to Chapter 768, Florida Statutes, the Purchaser shall indemnify, defend, and hold the Seller harmless against any liens from a provider of work, labor, material, or services claiming by, through, or under the Purchaser as a result of the Inspections. This obligation of the Purchaser shall survive any termination of this Agreement.

7.5 If for any reason, or no reason, the Purchaser, in its sole discretion, decides it does not wish to acquire the Property, then the Purchaser may terminate this Agreement upon delivering written notice of termination to the Seller by no later than 11:59 P.M. (Eastern Time) on the last day of the Inspection Period, unless extended pursuant to the provisions of this Agreement (the "Inspection Termination Date"). If the Purchaser does not timely deliver such termination notice to the Seller by the Inspection Termination Date, the Purchaser shall be deemed to have elected to proceed with this Agreement.

7.6 Notwithstanding anything to the contrary contained herein, the Purchaser may terminate this Agreement after the Inspection Termination Date, if prior to the Closing, the Purchaser discovers material information regarding the Property that was known to the Seller and not disclosed to the Purchaser during the Inspection Period. If the Purchaser elects to terminate this Agreement in accordance with this Section 7.6, the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination.

7.7 In the event that the transaction contemplated herein does not close, the Purchaser shall promptly restore any damage to the Property that resulted from such Inspections. This obligation of the Purchaser shall survive any termination of this Agreement.

7.8 In the event that the Purchaser fails to terminate the Agreement by the Inspection Termination Date, or pursuant to any other termination rights provided to the Purchaser in this Agreement, the Purchaser acknowledges and agrees to accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" without any warranties, representations, or guarantees, either expressed or implied, subject to (i) reasonable use, wear, and tear; (ii) damage by a Casualty or an Event of Condemnation between the

Effective Date and the Closing Date, which will be treated as set forth in Section 12; and (iii) all other applicable provisions of this Agreement, including any other transaction documents required to be delivered by the Seller at or before the Closing.

8. **Conditions Precedent to Closing.**

8.1 **Purchaser's Conditions.** The Purchaser's obligation to close the transaction contemplated by this Agreement is subject to the fulfillment of the following conditions, unless any condition is specifically and expressly waived in writing by the Purchaser.

- (a) **Correctness of the Seller's Representations and Warranties.** Each of the Seller's Representations and Warranties shall have been true, correct, and complete in all material respects when made and as though made on the Closing Date.
- (b) **Condition of Real Property.** The Seller shall have diligently and in good faith used its best efforts to maintain and preserve the Real Property in substantially the same condition and repair as existing on the Inspection Termination Date. If, during the Inspection Period, the Purchaser has obtained a Phase 1 or Phase 2 environmental assessment of the Real Property, any update of such assessment(s) shall indicate that there is no material change in the environmental condition of the Real Property since the effective date of the original assessment(s).
- (c) **Compliance by the Seller with Agreement.** The Seller shall have performed and complied in all respects with all agreements, undertakings, and obligations of the Agreement.

8.2 **Seller's Conditions.** The Seller's obligation to close the transaction contemplated by this Agreement is subject to the fulfillment of the following conditions, unless any condition is specifically and expressly waived in writing by the Seller.

- (a) **Correctness of the Purchaser's Representations and Warranties.** Each of the Purchaser's Representations and Warranties shall have been true, correct, and complete in all material respects when made and as though made on the Closing Date.
- (b) **Compliance by the Purchaser with Agreement.** The Purchaser shall have performed and complied in all respects with all agreements, undertakings, and obligations of the Agreement.
- (c) **Document Deliveries.** The Purchaser shall deliver at the Closing all of documents and other items specified in Sections 9.4 and 9.6.

8.3 Failure of Condition(s). If any condition precedent set forth in this Section 8 (a "Condition") is not satisfied as of the Closing Date, then the Party whose obligation to close is subject to such Condition (the "Benefitted Party") may elect, in its sole discretion, either to (i) terminate this Agreement by providing written notice to the other Party, or (ii) waive the satisfaction of such Condition in writing, and proceed with the Closing. If the Benefitted Party elects to terminate this Agreement in accordance with this Section 8.3, the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination. Notwithstanding, the Benefitted Party does not have a right to terminate the Agreement under this Section 8.3 if the subject Condition is unsatisfied as a result of a wrongful act or omission of the Benefitted Party.

9. Closing.

9.1 Time and Place. The closing of the transaction contemplated herein (the "Closing") shall be held at 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place or method of closing as may be mutually agreed to between the Parties, on (or, at the Purchaser's option, before) September 4, 2019, unless extended pursuant to the provisions of this Agreement (the "Closing Date"). The Parties may agree to an "escrow closing" in lieu of a sit-down closing with all of the documents and funds delivered to the Title Agent to be disbursed and delivered upon the completion of the Closing.

9.2 Closing Expenses. At or before the Closing:

- (a) The Seller shall pay the title update fee, the cost of recording any corrective instruments, the cost of recording the conveyance documents from the Seller to the Purchaser, the cost of documentary tax and surtax stamps due on the deed(s) of conveyance, and Seller's prorated portion of real property taxes (including ad valorem and non-ad valorem taxes) and of utilities in accordance with Section 9.5 below.
- (b) The Purchaser shall pay the cost of the Survey and the premium for the Closing Commitment; and
- (c) Each Party shall pay any fees due to its attorneys or other consultants.

9.3 Delivery of Documents by the Seller. At the Closing, the Seller shall execute and/or deliver (as applicable) to the Purchaser the following:

- (a) A Warranty Deed conveying the Property in the form attached hereto as **Exhibit 6**, subject only to the Permitted Exceptions ("Deed");
- (b) An absolute bill of sale with respect to the Personalty, in the form attached hereto as **Exhibit 7**;

- (c) An assignment of the Permits and Other Property, in the form attached hereto as **Exhibit 8**;
- (d) Appropriate evidence of the Seller's existence and authority to sell and convey the Property;
- (e) An affidavit of the Seller, substantially in the form attached hereto as **Exhibit 9** and dated as of the Closing Date, which (i) certifies that (A) the Seller's Representations and Warranties are true and correct in all material respects as though made on the Closing Date; (B) there are no unpaid bills for labor, materials, or services to the Real Property, and no labor, services, or materials have been undertaken or supplied to the Real Property, by or upon order of the Seller or its agents, which could be the basis for any claims against the Real Property; (C) nothing has occurred nor has the Seller executed any instrument, subsequent to the effective date of the Title Commitment, affecting title to the Property; and (D) no Person, other than the Purchaser, has any right or claim to possession of the Real Property, and (ii) contains such other certifications and undertakings as are customarily required to induce the Underwriter to issue the Closing Commitment to the Purchaser at the Closing;
- (f) An affidavit, in the form attached hereto as **Exhibit 10**, sufficient to exempt the transaction from the withholding provisions of the Foreign Investment in Real Property Tax Act, Section 1445(b)(2) of the Internal Revenue Code of 1954 ("FIRPTA"), establishing that the Seller is not a "foreign person" as defined in FIRPTA;
- (g) All documents and instruments reasonably required by the Title Agent to issue the Title Policy;
- (h) Updated lists of Personalty, Permits, and Other Property, dated as of the Closing Date and sworn and certified by the Seller to be accurate in all respects (which updated lists must reflect compliance with the terms and provisions of this Agreement);
- (i) The originals of all Permits and Other Property;
- (j) Evidence of the termination of all Contracts;
- (k) Possession of the Property by the Purchaser;
- (l) Keys to all locks located in the Property, to the extent in the Seller's possession or control;
- (m) 1099 form; and
- (n) Broker's release.

9.4 Delivery by the Purchaser. At the Closing, the Purchaser shall execute and/or deliver (as applicable) to the Seller the following:

- (a) The Purchase Price, as described in Section 2, by bank wire transfer of immediately available funds to the Seller's designated account;
- (b) Appropriate evidence of the Purchaser's existence and authority to purchase the Property; and
- (c) A certificate of the Purchaser certifying that the Purchaser's Representations and Warranties are true and correct in all material respects as though made on the Closing Date.

9.5 Prorations. Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between the Seller and the Purchaser as of 12:01 A.M. (Eastern Time) on the Closing Date. For the purposes of calculating prorations, the Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs. Except as hereinafter expressly provided, all prorations shall be done on the basis of the actual number of days of ownership of the Property by the Seller and the Purchaser relative to the applicable period:

- (a) Real Property Taxes. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Property shall be prorated based on the most recent prior tax bill. By or at the Closing, and if not paid, the Seller shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the calendar years preceding the year of the Closing. If the Closing shall occur between January 1 and November 1, the Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of conveyance of the Deed, based upon the current assessment and millage rates on the Property.
- (b) Utilities. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable and the charges so determined shall be paid by the Seller by prompt remittance or deduction from any deposits made by the Seller, or by holding certain sums in escrow pursuant to Section 9.6. The Seller shall be entitled to the refund of any balance of said deposits or of said escrowed amounts, and the Purchaser shall place its own deposits with the utility providers.

9.6 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, the Seller and the Purchaser shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing. On the closing statement, the Purchaser may require that _____ (the "Escrow Agent") place certain funds from the Seller's proceeds in escrow to administer the payment of all unpaid utility charges affecting the Property for the period prior to the Closing Date; provided that the Seller does not obtain a final reading of all utilities affecting the Property at the time of the Closing and pay all amounts due for such utilities as of the Closing Date. The Escrow Agent shall refund the balance of any escrowed amounts to the Seller after the Purchaser and the Escrow Agent receive written confirmation that the Seller has fully paid all utilities affecting the Property as of the Closing Date.

10. **Brokers.**

10.1 The Purchaser represents and warrants to the Seller that no real estate brokerage commission is payable to any person or entity in connection with transaction contemplated hereby. The Purchaser agrees to pay any and real estate commissions in connection with this Agreement for any claim arising from the Purchaser's agent or broker for commissions, if owing. The provisions of this Section 10.1 shall survive the Closing and delivery of the Deed.

10.2 The Seller represents and warrants to the Purchaser that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, other than A.J. Belt and Jeff Holding of Cushman Wakefield, which shall be paid a commission by the Seller pursuant to the terms of a separate agreement. The Seller agrees to pay any and real estate commissions in connection with this Agreement for any claim arising from the Seller's agent or broker for commissions, if owing. The provisions of this Section 10.2 shall survive the Closing and delivery of the Deed.

11. **Default.**

11.1 Purchaser's Default. If the Purchaser fails, without legal excuse, to complete the purchase of the Property, then the Seller shall, as its exclusive remedy, be entitled to receive One Hundred Thousand and 00/100 Dollars (\$100,000.00) as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of the Seller against the Purchaser by reason of such default. In such event, this Agreement shall terminate and the Parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. The Parties acknowledge that the damages to the Seller resulting from the Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 11.1 represents both Parties' best efforts to approximate such potential damages.

11.2 Seller's Default. If the Seller breaches its representations, warranties, covenants, or agreements under this Agreement, or has failed or is unable to consummate the sale of the Property by the Closing Date ("Seller's Default"), the Purchaser may, as its sole remedy for the Seller's Default, either:

- (a) waive such default in writing and proceed to the Closing;
- (b) commence an action for specific performance of the terms of this Agreement within forty-five (45) calendar days after the scheduled Closing Date; or
- (c) terminate this Agreement, whereupon (i) the Seller shall reimburse the Purchaser for third party out-of-pocket costs and expenses incurred by the Purchaser relating to this transaction including, without limitation, inspection costs, title expenses, and reasonable attorneys' fees, in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), and (ii) neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

12. **Casualty or Condemnation.**

12.1 Casualty. The Seller assumes all risks and liability for damage to, or injury occurring on, the Property by fire, storm, accident, or any other casualty or cause ("Casualty") until the Closing has been consummated. If a Casualty causes the Real Property to suffer damage prior to the Closing, then the Seller shall promptly provide the Purchaser with written notice describing such Casualty, specifying an estimate for the costs of repairing the damage based on information reasonably satisfactory to the Purchaser (the "Estimate"), and identifying the available insurance proceeds ("Casualty Notice").

- (a) If the Casualty Notice specifies an Estimate equal to or in excess of Seventy-five Thousand and 00/100 Dollars (\$75,000.00), the Purchaser may immediately terminate this Agreement by giving written notice to the Seller not later than ten (10) calendar days after receiving the Casualty Notice. In the event that the Agreement is terminated under this Section 12.1(a), neither Party shall have any further obligations under this Agreement, except for those that expressly survive the termination of this Agreement.
- (b) If the Casualty Notice specifies an Estimate less than Seventy-five Thousand and 00/100 Dollars (\$75,000.00), or the Purchaser does not exercise its right to terminate in accordance with Section 12.1(a), the Parties shall proceed with the Closing. In such event, the Seller shall assign to the Purchaser its interest in all insurance proceeds for the damage resulting from the subject Casualty, and credit against

the Purchase Price the amount of any deductible, any proceeds previously received by the Seller on account thereof, and any deficiency between the insurance proceeds and the Estimate.

12.2 Condemnation. If, prior to the Closing, any portion of the Real Property is subject to a bona fide threat of condemnation by a governmental authority or entity having the power of eminent domain, or is taken by eminent domain or condemnation, or sale in lieu thereof ("Event of Condemnation"), then the Seller shall promptly provide the Purchaser with written notice describing such Condemnation and identifying the proceeds awarded, or to be awarded, as a result of the Condemnation ("Condemnation Notice").

- (a) In the event that the Purchaser receives a Condemnation Notice from the Seller, all of the deadlines and time periods of this Agreement, including the Closing Date, shall automatically be extended for an additional thirty (30) calendar days.
- (b) If an Event of Condemnation occurs, the Purchaser may immediately terminate this Agreement by giving written notice to the Seller not later than thirty (30) calendar days after receiving the Condemnation Notice. In the event that the Agreement is terminated under this Section 12.2(b), neither Party shall have any further obligations under this Agreement, except for those that expressly survive the termination of this Agreement.
- (c) If the Purchaser does not exercise its right to terminate in accordance with Section 12.2(b), the Parties shall proceed with the Closing on the extended Closing Date described in Section 12.2(a). In such event, the Seller shall assign to the Purchaser its interests in any condemnation award.

12.3 Tropical Storm or Hurricane Watch/Warning. In addition to the foregoing, if Broward County, Florida ("County") is under a tropical storm or hurricane watch or warning at any time within five (5) calendar days of the Closing, the Purchaser shall be entitled to delay the Closing until such time as the County is no longer under a tropical storm or hurricane watch or warning. If the tropical storm or hurricane impacts the Real Property during such time, the Parties shall proceed pursuant to Section 12.1 above.

13. Indemnification. The Seller shall indemnify, hold harmless, and defend the Purchaser and its officers, employees, agents, successors and assigns ("Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees and other professionals' fees (collectively, a "Claim") incurred, paid, or required by law to be paid by the Purchaser by reason of the Seller's failure to fulfill, perform, or discharge any of its commitments, obligations, or liabilities under the Agreement with respect to any person or entity not a Party to this Agreement. In the event any Claim is brought against an Indemnified Party,

the Seller shall, upon written notice from the Purchaser, defend each Indemnified Party against each such Claim by counsel satisfactory to the Seller and the Purchaser. The obligations of this Section 13 shall survive the Closing or the termination of this Agreement.

14. **Escrow Agent.** It is understood that the duties of the Escrow Agent are only as specifically stated in this Agreement, and are purely ministerial in nature. The Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence, as long as the Escrow Agent acts in good faith. The Seller and the Purchaser hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith performance of its duties under this Agreement.

15. **Miscellaneous.**

15.1 **Contract Administrator.** The Purchaser has delegated authority to the County Administrator, or his or her designee as designated in writing, to take any action necessary to implement and administer this Agreement ("Contract Administrator"). The Contract Administrator is authorized to exercise the Purchaser's rights and obligations under this Agreement including, but not limited to, giving consent or providing notice to the Seller when necessary, terminating this Agreement, or executing an amendment (as described in Section 15.3) on behalf of the Purchaser in order to extend any deadlines of the Agreement.

15.2 **Notices.** For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail, along with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 15.2.

Notice to Purchaser:
County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

With a copy to:
Director of Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: pbhogaita@broward.org

Notice to Seller:

CB & TL, LLC, a Florida limited liability company
4701 NW 33rd Avenue
Oakland Park, Florida 33309
Emails: founder@tracilynnjewelry.com
cb1@tracilynnjewelry.com

With a copy to:

Conrad J. Boyle, Esquire
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, Florida 33301
Email: cboyle@mbhlawyer.com

15.3 Amendments. No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser.

15.4 Assignment. This Agreement, or any right or interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstance by a Party without the prior written consent of the other Party ("Assignment"). No Assignment shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser.

15.5 Materiality and Waiver of Breach. The Seller and the Purchaser agree that each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

15.6 Third Party Beneficiaries. Neither the Seller nor the Purchaser intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree 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.

15.7 Time is of the Essence. Time is of the essence throughout this Agreement. 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 5:00 P.M. (Eastern Time) of the next business day.

15.8 Public Disclosure. The Seller hereby represents and warrants that the name and address of every person or firm having a beneficial interest in the Property is set forth on **Exhibit 11** attached hereto. Before the Effective Date and in accordance with Section 286.23, Florida Statutes, the Seller shall execute and deliver to the Purchaser the Public Disclosure Affidavit, substantially in the form of **Exhibit 12** attached hereto.

15.9 Compliance with Laws. The Seller and the Purchaser shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

15.10 Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

15.11 Headings and Interpretation. The titles and 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 of this Agreement, such reference is to the section as a whole, including all subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section. Any reference to "days" means calendar days, unless otherwise expressly stated.

15.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement and any provision of Section 1 through 15 of this Agreement, the provisions contained in Sections 1 through 15 of this Agreement shall prevail and be given effect.

15.13 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree

that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.14 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

15.15 Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Seller and the Purchaser elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 15.15 shall be made within seven (7) calendar days after the court's finding becomes final.

15.16 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 exclusive venue for any lawsuit problems 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 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, THE SELLER AND THE PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY 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 15.16, 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.**

15.17 Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as provided for in Section 15.16.

15.18 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.

15.19 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together,

will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart, but only that each Party shall sign at least one such counterpart.

[SIGNATURE PAGES AND EXHIBITS ON FOLLOWING PAGES]

DRAFT

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20__ (Agenda Item #___), and CB & TL, LLC, signing by and through its _____, duly authorized to execute same.

WITNESSED BY:

Name: _____

Name: _____

SELLER:

CB & TL, LLC, a Florida limited liability company

By: _____

Print name: _____

Title: _____

Date: _____, 20____

DRAFT

PURCHASE AND SALE AGREEMENT BETWEEN CB & TL, LLC AND BROWARD COUNTY.

PURCHASER:

BROWARD COUNTY, by and through
its County Administrator

WITNESSES:

Signature of Witness 1

Print Name of Witness 1

Signature of Witness 2

Print Name of Witness 2

By: _____
Bertha Henry
_____ day of _____, 20__

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

By: _____ (Date)
Irma Qureshi
Assistant County Attorney

By: _____ (Date)
Maite Azcoitia
Deputy County Attorney

JOINDER OF ESCROW AGENT

The undersigned Escrow Agent hereby joins in this Agreement to acknowledge receipt of a copy of this Agreement and agrees that it will hold and disburse the funds in accordance with (i) the approved closing statement for all disbursements, including unpaid utilities (once held in escrow pursuant to Section 9.6 of the Agreement), and (ii) the provisions of this Agreement. It is expressly acknowledged and agreed to by the Escrow Agent that in no event shall the joinder, consent, agreement, or signature of the Escrow Agent be necessary or required in connection with any amendment, modification or termination of this Agreement. In connection with the requirements for information reporting on real estate transactions with dates of closing on or after January 1, 1991 contained in Section 1.6045-4(e)(5) of the Internal Revenue Code, the Escrow Agent is designated as the "Reporting Person" with respect to the transaction evidenced by this Agreement.

By: _____
Print name: _____
Title: _____

DRAFT

EXHIBIT 1

THE LAND

Portions of Tracts "A" and "B", SUMMER LAKE AT 3 LAKES, according to the plat thereof, as recorded in Plat Book 117, Page 7, of the Public Records of Broward County, Florida, being more fully described as follows:

Commencing at the most Northwesterly corner of Northwest 33rd Avenue Extension as recorded in Official Records Book 15831, Page 58, of the Public Records of Broward County, Florida, said corner being on the North line of said Tract "A"; thence Southerly on the Westerly right-of-way line of said Northwest 33rd Avenue Extension, the following three (3) courses and distances: South $43^{\circ} 14' 43''$ East, a distance of 49.50 feet; thence South $01^{\circ} 45' 17''$ West, a distance of 93.00 feet to a point of curve; thence southerly on a curve to the right, with a radius of 989.00 feet and a central angle of $07^{\circ} 30' 39''$, an arc distance of 129.65 feet to the point of termination of the said three (3) courses and distances and the Point of Beginning; thence continuing Southerly on the said Westerly right-of-way line the following three (3) courses and distances: Southerly on a curve to the right, with a radius of 989.00 feet and a central angle $05^{\circ} 00' 47''$, an arc distance of 86.53 feet to a point of tangency; thence South $14^{\circ} 16' 43''$ West, a distance of 183.53 feet to a point of curve; thence Southwesterly on a curve to the left, with a radius of 1054.00 feet and a central angle of $05^{\circ} 48' 51''$, an arc distance of 106.96 feet to the point of termination of said three (3) courses and distances; thence North $50^{\circ} 29' 26''$ West, a distance of 344.63 feet; thence North $88^{\circ} 47' 15''$ West, a distance of 10.64 feet; thence North $01^{\circ} 45' 17''$ East, a distance of 167.66 feet; thence South $86^{\circ} 49' 34''$ East, a distance of 355.93 feet to the Point of Beginning.

EXHIBIT 2
PERSONALTY

1. All security cameras inside and outside of the building described in Section 1.1 of the Agreement.
2. The large screen Sony television that supports the viewing of the security system, centrally on 2nd floor.
3. Original reception desk and matching unit in conference room, as depicted below.
4. Software, operation manuals, and written documentation in support of security cameras (if any). Provide any contracts with vendors or information on vendor that provides support for the security system.
5. All existing light fixtures, including chandelier in lobby.
6. Break rooms: French Door refrigerators in stainless steel, dishwasher, and cooler.
7. Two storage sheds located at the rear of the Real Property (as defined in Section 1.2 of the Agreement).



EXHIBIT 3
INSURANCE POLICIES

DRAFT

EXHIBIT 4

PERMITS

- Broward County Surface Water Management License, License #SWM1996-068-0, issued _____.
- Broward County Elevator Permit 51825.

DRAFT

EXHIBIT 5

INSPECTION MATERIALS

- A. The Seller shall, no later than five (5) business days after the Effective Date, deliver to the Purchaser a true and complete copy of the following items:
1. All Contracts, as defined in Section 4.3(a), including amendments, letter agreements, and any correspondence files.
 2. Last three (3) years of real estate tax bills, current year's tax notice (if received), special assessments, and personal property tax bills.
 3. All sales tax returns and evidence of payments thereof in connection with the Property, as defined in Section 1.
 4. List of utility meters and the last twelve (12) months of utility bills.
 5. Certificates of insurance for all policies in force.
 6. Schedule of personal property (including the copies of any warranties, and operation and maintenance manuals).
 7. Continuing brokerage and leasing commission agreements and obligations.
 8. Site plans (with dimensions); base building plans and specifications; floor plans; shop drawings (including notices of acceptance); engineering reports; and as-built drawings for all disciplines, and of any improvements, remodel, renovations, and additions.
 9. Environmental reports (any and all Phase I, II, or III reports, regulatory searches, asbestos, etc.), together with all correspondence, notices, directives to or from governmental authorities relating to the environmental condition of the Property.
 10. Soil sampling reports, soil boring reports, and geotechnical reports.
 11. All records of repair, maintenance, and replacement relating to the Property; all reports, surveys, inspections, certifications, assessments, and records of building systems and conditions of the Property, including, without limitation, building envelope, emergency generator, fire protection system, water pressure (flow test), backflow preventers, roof, HVAC, electrical systems, or elevators.
 12. Certificates of occupancy regarding the Improvements.
 13. Warranties (construction, roof, mechanical, equipment, etc.) presently in effect, if any.
 14. All permits, including utility permits, by the City of Fort Lauderdale, Broward County, the State of Florida, and any Federal agencies.
 15. Zoning maps, zoning description, and any zoning studies.
 16. Any vesting deeds.

17. Any traffic studies completed for the Property.
 18. Schedule of capital improvements made during the past two (2) years in excess of \$5,000.
 19. Existing survey of the Property (with elevations and/or elevation certificate).
 20. Existing Title Insurance Policy with respect to the Property.
 21. Structural reports.
 22. Unrecorded easements and licenses for the benefit of the Property or of third parties bordering the Property.
 23. Notification of any threatened or filed lawsuits regarding the Property.
- B. During the Inspection Period, the Seller shall provide such additional information as may be reasonably requested by the Purchaser, provided that such information is maintained by the Seller.

EXHIBIT 6

WARRANTY DEED

THIS DOCUMENT WAS PREPARED BY:

Attention: _____

Folio Number: 4942-18-20-0513

AFTER RECORDING

RETURN TO:

WARRANTY DEED

This WARRANTY DEED, made and executed this ____ day of _____ 20____, by and between CB & TL, LLC, a Florida limited liability company (“Grantor”), whose address is 4701 NW 33rd Avenue, Oakland Park, Florida. 33309, and BROWARD COUNTY, a political subdivision of the State of Florida (“Grantee”), whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida (herein the “Property”):

See Exhibit A, attached hereto and made a part hereof.

TOGETHER with all improvements and fixtures thereon and all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

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

AND Grantor hereby covenants with Grantee that it is lawfully seized of said Property in fee simple; that it has good right and lawful authority to sell and convey said Property; that Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free of all encumbrances.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations, ordinances, and

other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and all other matters of record; and real estate taxes for this year 20__ and all subsequent years.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of two witnesses as required by law:

GRANTOR

_____, a _____

By: _____

Printed Name: _____

Title: _____

WITNESS 1 SIGNATURE

WITNESS 1 PRINT NAME

WITNESS 2 SIGNATURE

WITNESS 2 PRINT NAME

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, a _____, who is personally known to me or who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

Portions of Tracts "A" and "B", SUMMER LAKE AT 3 LAKES, according to the plat thereof, as recorded in Plat Book 117, Page 7, of the Public Records of Broward County, Florida, being more fully described as follows:

Commencing at the most Northwesterly corner of Northwest 33rd Avenue Extension as recorded in Official Records Book 15831, Page 58, of the Public Records of Broward County, Florida, said corner being on the North line of said Tract "A"; thence Southerly on the Westerly right-of-way line of said Northwest 33rd Avenue Extension, the following three (3) courses and distances: South $43^{\circ} 14' 43''$ East, a distance of 49.50 feet; thence South $01^{\circ} 45' 17''$ West, a distance of 93.00 feet to a point of curve; thence southerly on a curve to the right, with a radius of 989.00 feet and a central angle of $07^{\circ} 30' 39''$, an arc distance of 129.65 feet to the point of termination of the said three (3) courses and distances and the Point of Beginning; thence continuing Southerly on the said Westerly right-of-way line the following three (3) courses and distances: Southerly on a curve to the right, with a radius of 989.00 feet and a central angle $05^{\circ} 00' 47''$, an arc distance of 86.53 feet to a point of tangency; thence South $14^{\circ} 16' 43''$ West, a distance of 183.53 feet to a point of curve; thence Southwesterly on a curve to the left, with a radius of 1054.00 feet and a central angle of $05^{\circ} 48' 51''$, an arc distance of 106.96 feet to the point of termination of said three (3) courses and distances; thence North $50^{\circ} 29' 26''$ West, a distance of 344.63 feet; thence North $88^{\circ} 47' 15''$ West, a distance of 10.64 feet; thence North $01^{\circ} 45' 17''$ East, a distance of 167.66 feet; thence South $86^{\circ} 49' 34''$ East, a distance of 355.93 feet to the Point of Beginning.

EXHIBIT 7

BILL OF SALE

_____, a _____ (“Seller”), in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby acknowledged does hereby sell, assign, transfer, ad set over to _____ (“Grantee”), the personalty, described on **Schedule 1** attached hereto and made a part hereof, presently located on that certain real estate, legally described on **Schedule 2** attached hereto and made a part hereof (the “Real Estate”).

The Seller does hereby covenant with the Purchaser that at the time of delivery of this Bill of Sale, the Seller owns the Personal Property free from all encumbrances made by the Seller, and that the Seller will warrant and defend the same against the lawful claims and demands of all persons whomsoever lawfully claiming the same, or any part thereof, by, through, or under the Seller but not otherwise.

Date: _____, 20__

CB & TL, LLC, a Florida limited liability company

WITNESS 1 SIGNATURE

By: _____
Printed Name: _____
Title: _____

WITNESS 1 PRINT NAME

WITNESS 2 SIGNATURE

WITNESS 2 PRINT NAME

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of CB & TL, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

SCHEDULE 1

PERSONALTY

1. All rights, title, and interests of the Seller in and to the minerals, soil, flowers, shrubs, and trees now or hereafter on, under, or above the Real Estate, or any part or parcel thereof;
2. All keys to the improvements on the Real Estate in the possession of the Seller or Seller's agent;
3. All machinery, appliances, equipment, signs, supplies, and all other tangible and intangible personal property, of whatever kind or nature, now or hereafter owned by the Seller and located in or on, or attached to, the Real Estate, buildings, structures, improvements, or fixtures; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions, and replacements to any of the foregoing;
4. All easements, rights-of-way, water courses, water rights, and appurtenances in any way belonging, relating or appertaining to any of the Real Estate or the improvements thereon, or which hereafter shall in any way belong, relate, or be appurtenant thereto;
5. All contract rights, general intangibles, inventory, equipment, and all records relating to the foregoing;
6. All of the water, sanitary, and storm sewer systems owned by the Seller, if any, which are located by, over, under, or on the Real Estate, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances;
7. All paving for streets, roads, walkways, or entrance ways owned by the Seller, if any, and which are located on the Real Estate, or any part or parcel thereof;
8. All security cameras inside and outside of the building described in Section 1.1 of the PURCHASE AND SALE AGREEMENT BETWEEN CB & TL, LLC AND BROWARD COUNTY dated _____, 20____ ("Agreement");
9. The large screen Sony television that supports the viewing of the security system, centrally on 2nd floor;
10. Original reception desk and matching unit in conference room, as depicted in Exhibit 2 of the Agreement;
11. Software, operation manuals, and written documentation in support of security cameras (if any). Provide any contracts with vendors or information on vendor that provides support for the security system;
12. All existing light fixtures, including chandelier in lobby;
13. Break rooms: French Door refrigerators in stainless steel, dishwasher, and cooler; and
14. Two storage sheds located at the rear of the Real Estate.

SCHEDULE 2

LEGAL DESCRIPTION

Parcel 1:

Portions of Tracts "A" and "B", SUMMER LAKE AT 3 LAKES, according to the plat thereof, as recorded in Plat Book 117, Page 7, of the Public Records of Broward County, Florida, being more fully described as follows:

Commencing at the most Northwesterly corner of Northwest 33rd Avenue Extension as recorded in Official Records Book 15831, Page 58, of the Public Records of Broward County, Florida, said corner being on the North line of said Tract "A"; thence Southerly on the Westerly right-of-way line of said Northwest 33rd Avenue Extension, the following three (3) courses and distances: South 43° 14' 43" East, a distance of 49.50 feet; thence South 01° 45' 17" West, a distance of 93.00 feet to a point of curve; thence southerly on a curve to the right, with a radius of 989.00 feet and a central angle of 07° 30' 39", an arc distance of 129.65 feet to the point of termination of the said three (3) courses and distances and the Point of Beginning; thence continuing Southerly on the said Westerly right-of-way line the following three (3) courses and distances: Southerly on a curve to the right, with a radius of 989.00 feet and a central angle 05° 00' 47", an arc distance of 86.53 feet to a point of tangency; thence South 14° 16' 43" West, a distance of 183.53 feet to a point of curve; thence Southwesterly on a curve to the left, with a radius of 1054.00 feet and a central angle of 05° 48' 51", an arc distance of 106.96 feet to the point of termination of said three (3) courses and distances; thence North 50° 29' 26" West, a distance of 344.63 feet; thence North 88° 47' 15" West, a distance of 10.64 feet; thence North 01° 45' 17" East, a distance of 167.66 feet; thence South 86° 49' 34" East, a distance of 355.93 feet to the Point of Beginning.

Together with:

Parcel 2:

Non-Exclusive Easement for the benefit of the above Parcel 1 as contained and described in Section 5.01 of the Declaration of Covenants, Conditions and Easement for Summer Lake Commerce Center recorded in Official Records Book 15831, page 31, of the Public Records of Broward County, Florida, as described on Exhibit "D" of said Declaration and graphically depicted on Exhibit "E" of said Declaration.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT 8

ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

For Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Assignor"), does hereby sell, assign, transfer, and convey unto BROWARD COUNTY, a political subdivision of the State of Florida ("Assignee"), all of the Assignor's right, title, and interest in and to the following described property:

1. All guarantees, warranties, commitments, and indemnification, if any, received from suppliers, contractors, materialmen, or subcontractors arising out of, or in connection with, the installation, construction, or maintenance of the improvements located on the Land, including, without limitation, the right to sue any obligor for any breach of any covenant, agreement, representation, warranty, or guarantee contained therein;
2. All assignable permits, approvals, orders, consents, variances, waivers, certificates of occupancy, entitlements, rights, licenses, and authorizations issued by any federal, state, county or municipal authority relating to the use, maintenance, management or operation of the Real Property running to or in favor of the Assignor; and
3. All plans, specifications, architectural renderings, drawings, soil test reports, other reports of examination or analysis of the Real Property, if any.

Capitalized terms used by not defined herein shall have the meanings ascribed to them in the PURCHASE AND SALE AGREEMENT BETWEEN CB & TL, LLC AND BROWARD COUNTY dated _____, 20____.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the _____
day of _____, 20__.

ASSIGNOR:

CB & TL, LLC, a Florida limited liability
company

By: _____

Printed Name: _____

Title: _____

WITNESS 1 SIGNATURE

WITNESS 1 PRINT NAME

WITNESS 2 SIGNATURE

WITNESS 2 PRINT NAME

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ as _____ of
CB & TL, LLC, a Florida limited liability company, who is personally known to me or who has
produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

ACCEPTANCE

Assignee hereby agrees to and accepts the foregoing assignment as of the date hereof.

Date: _____, 20__

ASSIGNEE:

Broward County, a political subdivision of
the State of Florida

By: _____

Printed Name: _____

Title: _____

EXHIBIT 9
OWNER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. The Affiant is the _____ of _____ (the "Owner"), and Affiant: (i) possesses personal knowledge of the statements contained herein, and (ii) possesses all requisite power and authority necessary to execute and deliver this affidavit.
2. The Affiant makes this affidavit on behalf of the Owner in order to induce Broward County, a political subdivision of the State of Florida (the "Buyer") to purchase the Property, and in order to induce _____, and its agent, _____ (collectively, the "Title Insurer") to insure the Buyer's title to the Property.
3. The Owner is the sole owner in fee simple and is in sole possession of the real property situate and being in Broward County, Florida, and as more particularly described on **Schedule 1** attached hereto and made a part hereof (the "Property").
4. To the best of Affiant's knowledge, the Property and any improvements thereon are free and clear of all recorded and unrecorded mortgages, liens, taxes, encumbrances, judgments, contracts, waste, water and sewer charges, broker fees, and claims of every kind, nature, and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions for the Property in the title insurance commitment (the "Title Commitment") with an effective date of _____, issued by the Title Insurer and matters described in the lien, tax, and assessment searches for the Property obtained by Title Insurer, and any updates to all of the preceding (all of the preceding are hereinafter collectively referred to as the "Title Information"). **Owner acknowledges receipt of copies of all of the Title Information.**
5. The Owner's control and possession of the Property has been open, notorious, peaceable, and undisturbed, and neither the title to nor possession of the Property has ever been disputed or questioned, nor is the Owner aware of any facts by reason of which the title to, or possession of, the Property, or any part of it might be disputed or questioned or by reason of which any claim to the Property or any portion of it might be adversely affected. The Owner knows of no defects in the fee simple title to the Property. There are no disputes concerning the boundary lines of the Property.

6. No "Notice of Commencement" has been recorded that pertains to the Property since the effective date of the Title Commitment (the "Effective Date"), there are no unrecorded laborer's, mechanic's, or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. There is no person, firm, corporation, company, or other entity who has any right to file a claim of lien against the Property or seek payment for having furnished materials, labor, or services to the Property.
7. Within the past ninety (90) calendar days, there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) calendar days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. To the best of Affiant's knowledge, there are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property. No judgment or decree has ever been entered in any court of this state or of the United States against the Owner and which remains unsatisfied.
9. To the best of Affiant's knowledge, there are no claims, liens, or security interests whatsoever of any kind or description against the furniture, fixtures, equipment, improvements, and personal property located in or on the Property. All tangible personal property taxes have been paid in full with regard to the preceding.
10. The Owner has taken no action or executed (and shall not execute) any instrument, other than in favor of the Buyer, that would result in a change in title to the Property from and after the Effective Date, which could adversely affect the interest to be insured by the Title Insurer.
11. 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 order or notices concerning any violations have been given to the Owner or made against the Property.
12. The Owner is not aware of any matters that are pending or could ripen into a lien or encumbrance on the Property, or the improvements thereon, between the Effective Date and the date upon which the warranty deed, conveying the Property from the Owner to the Buyer ("Deed"), is recorded in the Public Records of Broward County, Florida.
13. No proceedings in bankruptcy have ever been brought by or against the Owner nor has an assignment for the benefit of creditors been made at any time, nor is there now in effect any assignment of rents for the Property or any part thereof.
14. The real estate taxes for the Property will be kept current through the date on which the Deed is recorded in the Public Records. There shall be no monies owed at the

closing for overdue or unpaid taxes to Broward County, the State of Florida, or the Federal government.

15. To the best of Affiant's knowledge, there are no open building permits, code violations, pending plans under review, or any other matters that are unresolved with any governmental authority regarding the Property.
16. There are no pending or, to the Owner's knowledge, threatened judicial, municipal, or administrative proceedings affecting the Property, or in which the Owner is or will be a party by reason of the Owner's ownership or operation of the Property or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, rezoning, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.
17. The Owner has not received any written notice of any violation of the governmental rules, regulations, laws or approvals or any violation of zoning ordinances or any applicable laws, statutes, ordinances, or other governmental regulations with respect to the Property prior to the closing.
18. The Property is not the subject of any unrecorded right of first refusal or option to purchase by any third party, except for the PURCHASE AND SALE AGREEMENT BETWEEN CB & TL, LLC AND BROWARD COUNTY dated _____ ("Purchase and Sale Agreement").
19. The Owner represents and warrants that it is fully familiar with the present use of the Property, and that it has no notice or knowledge of (i) any Hazardous Substance (as defined herein) present on or within the Property, or any present or past generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance on or within the Property, or (ii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance. "Hazardous Substance" shall mean (i) substances included within the definitions of hazardous substances, hazardous materials, toxic substances, or solid waste in any Environmental Laws (as defined herein); (ii) substances listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances; (iii) other substances, materials, or wastes, which are regulated or classified as hazardous or toxic under Environmental Laws; and (iv) materials, wastes, or substances, which are or contain petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Clean Water Act, 33 U.S.C. § 1321, et seq.; all rules and regulations

promulgated pursuant to the foregoing laws; and all other local, state, or federal laws, rules, or regulations relating to environmental protection or hazardous or toxic substances.

20. All of the documents and all other items delivered by the Owner pursuant to this Affidavit and the Purchase and Sale Agreement, and the performance of this Affidavit and the Purchase and Sale Agreement have been duly authorized by the Owner. This Affidavit is true and accurate in all material respects, and all of the representations and statements contained in this Affidavit are true and correct in all material respects and fairly and accurately present the information set forth in a manner that is not materially misleading.

21. The Owner hereby indemnifies and holds the Buyer and the Title Insurer harmless of and from all loss, cost, damage, and expense of every kind, including the attorneys' fees and costs at all levels, which the Buyer and/or the Title Insurer shall or may suffer or become liable for because of any false statements of the Owner herein.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ as _____ of CB & TL, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

SCHEDULE 1

LEGAL DESCRIPTION

Parcel 1:

Portions of Tracts "A" and "B", SUMMER LAKE AT 3 LAKES, according to the plat thereof, as recorded in Plat Book 117, Page 7, of the Public Records of Broward County, Florida, being more fully described as follows:

Commencing at the most Northwesterly corner of Northwest 33rd Avenue Extension as recorded in Official Records Book 15831, Page 58, of the Public Records of Broward County, Florida, said corner being on the North line of said Tract "A"; thence Southerly on the Westerly right-of-way line of said Northwest 33rd Avenue Extension, the following three (3) courses and distances: South $43^{\circ} 14' 43''$ East, a distance of 49.50 feet; thence South $01^{\circ} 45' 17''$ West, a distance of 93.00 feet to a point of curve; thence southerly on a curve to the right, with a radius of 989.00 feet and a central angle of $07^{\circ} 30' 39''$, an arc distance of 129.65 feet to the point of termination of the said three (3) courses and distances and the Point of Beginning; thence continuing Southerly on the said Westerly right-of-way line the following three (3) courses and distances: Southerly on a curve to the right, with a radius of 989.00 feet and a central angle $05^{\circ} 00' 47''$, an arc distance of 86.53 feet to a point of tangency; thence South $14^{\circ} 16' 43''$ West, a distance of 183.53 feet to a point of curve; thence Southwesterly on a curve to the left, with a radius of 1054.00 feet and a central angle of $05^{\circ} 48' 51''$, an arc distance of 106.96 feet to the point of termination of said three (3) courses and distances; thence North $50^{\circ} 29' 26''$ West, a distance of 344.63 feet; thence North $88^{\circ} 47' 15''$ West, a distance of 10.64 feet; thence North $01^{\circ} 45' 17''$ East, a distance of 167.66 feet; thence South $86^{\circ} 49' 34''$ East, a distance of 355.93 feet to the Point of Beginning.

Together with:

Parcel 2:

Non-Exclusive Easement for the benefit of the above Parcel 1 as contained and described in Section 5.01 of the Declaration of Covenants, Conditions and Easement for Summer Lake Commerce Center recorded in Official Records Book 15831, page 31, of the Public Records of Broward County, Florida, as described on Exhibit "D" of said Declaration and graphically depicted on Exhibit "E" of said Declaration.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT 10

FIRPTA AFFIDAVIT

The undersigned, _____ on behalf of CB & TL, LLC, a Florida limited liability company (the "Transferor"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. Section 1445 of the Internal Revenue Code of 1954, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

2. The Transferor is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Schedule 1**, attached hereto and made a part hereof (the "Property").

3. The Property is being transferred to Broward County, a political subdivision of the State of Florida (the "Transferee").

4. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person, as those terms are defined in the Internal Revenue Code of 1954, as amended, and the Income Tax Regulations promulgated thereunder (collectively, the "Code"), and the office of the Transferor is _____.

5. The United States taxpayer identification number of the Transferor is _____.

6. This Affidavit is being given pursuant to Section 1445 of the Code to inform the Transferee that withholding of tax is not required upon this disposition of a United States real property interests.

7. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that the undersigned has examined this Affidavit and, to the best of the Transferor's knowledge and belief, it is true, correct and complete.

Date: _____, 20__.

TRANSFEROR:

CB & TL, LLC, a Florida limited liability
company

WITNESS 1 SIGNATURE

By: _____

Printed Name: _____

WITNESS 1 PRINT NAME

Title: _____

WITNESS 2 SIGNATURE

WITNESS 2 PRINT NAME

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__, by
_____ as _____ of

CB & TL, LLC, a Florida limited liability company, who is personally known to me or
who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

SCHEDULE 1

LEGAL DESCRIPTION

Parcel 1:

Portions of Tracts "A" and "B", SUMMER LAKE AT 3 LAKES, according to the plat thereof, as recorded in Plat Book 117, Page 7, of the Public Records of Broward County, Florida, being more fully described as follows:

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Together with:

Parcel 2:

Non-Exclusive Easement for the benefit of the above Parcel 1 as contained and described in Section 5.01 of the Declaration of Covenants, Conditions and Easement for Summer Lake Commerce Center recorded in Official Records Book 15831, page 31, of the Public Records of Broward County, Florida, as described on Exhibit "D" of said Declaration and graphically depicted on Exhibit "E" of said Declaration.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT 11

[Seller will provide the names and addresses of persons having a beneficial interest in the Property]

DRAFT

EXHIBIT 12

PUBLIC DISCLOSURE AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, _____ on behalf of CB & TL, LLC, a Florida limited liability company (the "Affiant"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. That Affiant is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Property").

2 That no other person(s), firm(s), corporation(s), or individual(s) are in control or possession of the fee interest in the Property other than the Affiant.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ as _____ of _____ CB & TL, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

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Together with:

Parcel 2:

Non-Exclusive Easement for the benefit of the above Parcel 1 as contained and described in Section 5.01 of the Declaration of Covenants, Conditions and Easement for Summer Lake Commerce Center recorded in Official Records Book 15831, page 31, of the Public Records of Broward County, Florida, as described on Exhibit "D" of said Declaration and graphically depicted on Exhibit "E" of said Declaration.

Said lands situate, lying and being in Broward County, Florida.