

## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Pembroke Pines, a Florida municipal corporation, whose post office address is 601 City Center Way, Pembroke Pines, Florida 33025, (hereinafter referred to as "PURCHASER") and **Windmill Reserve Homeowners Association, Inc.**, a Florida Not for Profit Corporation, whose post office address is c/o Miami Management, 1145 Sawgrass Corporate Parkway, Sunrise, FL 33323 (hereinafter referred to as "SELLER").

### **WITNESSETH**

WHEREAS, SELLER is a homeowners association created and governed by the Declaration of Covenants, Conditions, and Restrictions for Windmill Reserve Homeowners Association, Inc. thereof, recorded on June 3, 2003 in Official Records Book 35296, Page 1377 of the Public Records of Broward County, Florida, as amended (the "Declaration").

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms when used in this Agreement shall have the following meanings:

1.1 **Property.** That certain real property located in the City of Pembroke Pines, Florida (the "Property"), which Property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof.

1.2 **City.** City means the City of Pembroke Pines, a Florida municipal corporation.

1.3 **Closing.** The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.4 **Closing Date.** The Closing Date shall take place thirty (30) calendar days subsequent to the expiration of any appeal period relative to any of the Government Approvals referenced in Section 4 herein.

1.5 Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.6 Earnest Money. The sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

1.7 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by the last of either of the Parties.

1.8 SELLER'S Address. SELLER's mailing address is c/o Miami Management, 1145 Sawgrass Corporate Parkway, Sunrise, FL 33323, with copy to Gregory R. Eisinger, Esquire, c/o Eisinger Law, 4000 Hollywood Blvd. Suite 265-5, Hollywood, Florida 33021.

1.9 PURCHASER'S Address. Purchaser's mailing address is 601 City Center Way, Pembroke Pines, Florida 33025, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

1.10 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

## **2. PURCHASE PRICE.**

2.1 Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for the total Purchase Price of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) (the "Purchase Price") and upon and subject to the terms and conditions hereinafter set forth.

2.2 Earnest Money. Concurrently with the execution of this Agreement,

PURCHASER shall deposit and cause to be placed in an escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)("Earnest Money").

Purchaser's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith and SELLER obtaining all Government Approvals referenced in Section 4. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent.

2.3 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.4 The Purchase includes:

(a) All buildings and improvements located on the Property, if any;

(b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;

(d) All fixtures and articles of personal property, if any, attached to or used in connection with the Property as more particularly identified on **Exhibit "B" (personal property)** as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.

(e) To the extent transferable, all licenses, permits, mitigation credits, contracts and leases, if applicable, with respect to the property.

2.5 PURCHASER and SELLER agree that at Closing the Parties will execute a Covenant providing that in the event title to the real property is sold, assigned, or transferred to a third party on or before the expiration of fifteen (15) years subsequent from the date of closing that the City shall pay to the SELLER, in addition to the Purchase Price, an amount in the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), Dollars accruing no interest. The terms and conditions of this Section 2.5 shall survive Closing.

3. **INSPECTIONS.** PURCHASER shall have sixty (60) calendar days from the Effective Date to perform inspections of the Property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. PURCHASER agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. This Agreement is contingent upon PURCHASER, at PURCHASER'S sole cost and expense, obtaining and accepting a satisfactory Phase I Environmental Audit, and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) calendar days for inspections. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement. In such event, PURCHASER shall provide written cancellation notice by mail or facsimile to SELLER and/or SELLER'S counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto. Upon such

termination, the Escrow Agent shall be authorized to deliver the Escrow Deposit, as directed by the PURCHASER, and the parties shall have no further rights or obligations pursuant to this Agreement. SELLER shall not be entitled to object to the disbursement of the Escrow Deposit in such event. Within five (5) days after the Effective Date, SELLER shall provide PURCHASER with any and all relevant information relating to the Property which is in the SELLER'S possession, custody or control, including but not limited to all surveys, building plans, topographical maps, soil borings reports, traffic studies, agreements, environmental reports, site planning concepts, permits, leases, contracts, project approvals, property tax bills, regulations and/or other governmental or quasigovernmental matters affecting the Property. In addition, SELLER shall deliver to PURCHASER any additional information with respect to the Property within ten (10) calendar business days of the SELLER'S receipt thereof. In the absence of PURCHASER delivering timely written notice of termination prior to the expiration of the Inspection Period, the PURCHASER shall close on the purchase contemplated by this Agreement and shall accept the Property in "as is" condition.

#### **4. GOVERNMENT APPROVALS.**

(a) During the term of this Agreement, PURCHASER shall use commercially reasonable efforts to obtain the necessary government approvals to develop the Property. The Government Approvals are defined as: (i) all final and unappealable land use, plat, zoning, site plan, drainage, environmental and building permit approvals from all the applicable governmental authorities having jurisdiction over the Property, including but not limited to:

South Florida Water Management District Environmental Resource Permit

South Broward Drainage District Development/Re-Development Permit

Broward County Resilient Environment Department Environmental Permitting Division  
Environmental Resource License

US Army Corps of Engineers Clean Water Act Section 404

US Army Corps of Engineers Clean Water Act Section 408

Town of Southwest Ranches Development Permits

City of Pembroke Pines Development Permits

to permit the construction, completion and operation of the City's intended Improvements on the Property and all related structures, amenities and improvements, including the modification and/or removal of the existing conservation easement and the ability to secure the transfer of wetland mitigation credits. PURCHASER agrees that on or before one hundred and eighty(180) calendar days following the expiration of the Inspection Period, PURCHASER at its own expense, shall submit to the City of Pembroke Pines and other applicable governmental agencies the appropriate application (s) to develop the Improvements on the Property. The Parties agree that they will act promptly throughout the approval process in an effort to obtain the Approvals in as short a time period as is possible within the applicable laws that define the approval process. With respect to such Government Approvals, PURCHASER shall not be deemed to have obtained or received the Government Approvals until or unless all appeal periods that are limited to thirty (30) days, shall have passed without any appeal having been taken or, if any such appeal shall have been taken, such appeal(s) shall have been finally and conclusively resolved in favor of PURCHASER.

(b) If PURCHASER does not receive written evidence that the Government Approvals have been issued by the applicable governmental and regulatory authorities by on or before the expiration of the Government Approvals Application Period which shall be twenty-four (24) months subsequent to the Inspection Period, then either Party may terminate this Agreement by delivering written notice to the other Party, whereupon the Deposit shall be immediately returned to PURCHASER and the Parties shall be relieved of any further liability or obligation hereunder. Notice of termination shall be effective upon delivery and shall be delivered prior to the end of the Government Approvals Application Period.

(c) If PURCHASER receives written evidence that the Government Approvals have been issued by the applicable governmental and regulatory authorities by the expiration of the Government Approvals Application Period, then PURCHASER shall take full responsibility of all mitigation permit requirements existing in the Windmill Estates HOA mitigation permits at the time of this agreement. These permits include: South Florida Water

Management District Environmental Resource Permit 06-02984-P and all permits encumbering the Property.

(d) SELLER hereby agrees to cooperate with PURCHASER as required in acting as Joint Applicant or Co-Applicant, or similar, in the process of gaining the Government Approvals. Such cooperation shall be reasonably expedient and not hinder in any way the ability of the PURCHASER to apply for and obtain the Government Approvals, including, but not limited to, signatures at the time of permit submittal, permit transfer and the like as determined necessary by the applicable governmental authorities.

(e) Notwithstanding anything to the contrary in the Agreement, prior to Closing, PURCHASER shall not (i) commence any construction on the Property nor (ii) bind the SELLER to any permits, applications, or contracts that were not in place on the date this Agreement is executed.

## **5. SELLER'S REPRESENTATIONS.**

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing and the passing of title to the Property for a period of twelve (12) months following the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

5.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

5.2 SELLER has no actual knowledge nor has SELLER received any

notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

5.3 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER'S obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

5.4 SELLER represents that SELLER will not, between the Effective Date and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

5.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

5.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use SELLER'S best efforts to maintain the Property in the condition as of the Effective Date so as to ensure that it shall remain substantially in the same condition from the conclusion of the sixty (60) calendar day Inspection Period to the Closing Date.

5.7 SELLER represents that SELLER has no actual knowledge nor has

SELLER received any notice that the Land has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used herein, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

All of the representations, warranties and covenants of SELLER contained in this Agreement delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. SELLER shall provide immediate notice to PURCHASER as to any changes to the above representations.

**6. EVIDENCE OF TITLE.**

6.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to

cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (i) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated without reduction in Purchase Price herein despite the uncured objection.

6.2. Survey and Legal Description. Within ten calendar (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the land, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

## 7. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

- (a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.
- (b) The execution and delivery of this Agreement and the consummation

of the transaction contemplated hereunder on the part of the PURCHASER have been duly authorized by the pertinent governmental authorities in compliance with Chapter 166 of the Florida Statutes, the City of Pembroke Pines Charter and Code of Ordinances, as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) Except as otherwise provided for in this Agreement, no action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

(d) The subject Property is under threat of condemnation by the PURCHASER and will therefore be exempt from the payment of documentary stamp tax. This sale is in lieu of condemnation proceedings.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. PURCHASER has made no warranty or representations as to the income tax effects to SELLER resulting from this sale.

## **8. CONDITIONS PRECEDENT TO CLOSING.**

Each of the following events or occurrences (“Conditions Precedents”) shall be a condition precedent to PURCHASER'S obligation to close this transaction:

- (a) That the PURCHASER has not notified the SELLER that it has deemed the property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property prior to the expiration of the Inspection Period.
- (b) SELLER has performed all covenants, agreements and obligations,

and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

- (c) Approval of this Agreement by a an affirmative vote of a majority of the City Commission of the City of Pembroke Pines on or before \_\_\_\_\_, 2025.

**9. RISK OF LOSS.**

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the deed described in Paragraph 5.1 hereof is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply:

- (a) If the damage, as determined by the insurance adjuster, is not more than Ten Thousand and 00/100 Dollars (\$10,000.00): (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER'S fire and extended coverage insurance policy applicable to said damage;
- (b) If the damage, as determined by the insurance adjuster, is more than Ten Thousand and 00/100 Dollars (\$10,000.00) DOLLARS, PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" property insurance; and:

- (c) In the event the Property, or any portion thereof, is condemned by any governmental authority other than PURCHASER under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing, PURCHASER may elect to terminate this Agreement, in which event the entire Earnest Money shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

**10. CLOSING DOCUMENTS.**

At closing, SELLER shall deliver to PURCHASER a General Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

**11. CLOSING COSTS, TAXES AND PRORATIONS.**

11.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Broward County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

11.2 Seller's Closing Costs. SELLER shall pay for the following items prior

to or at the time of closing:

a) Cost and expense related to updating the title search and providing marketable title as provided herein (not including any costs related to the Government Approvals), and

b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes, if applicable.

11.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

a) Costs associated to appraisals, survey, environmental reports (phase I and phase II) and any other inspections and/or investigations which Purchaser decides to perform, if any;

b) Recording fees of the Warranty Deed and title insurance premium for the owner's policy on the Property.

## **12. CLOSING DATE AND PLACE.**

The Closing will take place thirty (30) calendar days subsequent to the expiration of any appeal period relative to any of the Government Approval referenced in Section 4 herein at the law offices of Goren, Cherof, Doody & Ezrol, P.A located at 3099 East Commercial Blvd, Suite 200, Fort Lauderdale, FL 33308.

## **13. DEFAULT.**

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the Earnest Money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, Earnest Money shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit.

In the event of any willful default or intentional, knowing misrepresentation by SELLER, then in addition to the foregoing remedies, PURCHASER shall be entitled to recover from SELLER its reasonable attorney's fees and if PURCHASER terminates this Agreement as a result of such default or misrepresentation, all of PURCHASER'S out of pocket costs and expenses incurred in connection with this transaction.

**14. CONTINGENCIES.** PURCHASER'S obligations under the Agreement is contingent upon the following:

(a) That the PURCHASER is fully satisfied with its due diligence investigation conducted during the Investigation period.

(b) The conveyance of clear and marketable title to the Property.

(c) That the environmental audit is satisfactory and acceptable to PURCHASER.

(d) The City Commission of the City of Pembroke Pines authorizes the transaction by a four-fifths (4/5) vote.

(e) Two (2) appraisals of the property, acceptable by the City Commission of the City of Pembroke Pines, that indicate an appraised value equal to or above the Purchase Price.

(f) Subject to the terms and provisions of the City of Pembroke Pines Charter, specifically Section 8.08.

(g) that all Approvals contemplated within Section 4 herein shall be obtained.

**15. REAL ESTATE COMMISSION.**

The Parties each hereby represent and warrant to the other that they have not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Each Party hereby indemnifies the other and agrees to hold them free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which the other shall ever suffer or incur because of any claim by any agent, broker or finder engaged by said Party whether or not meritorious,

for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated herein.

**16. ENFORCEABILITY.**

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

**17. NOTICE.**

All written notices shall be deemed effective if sent to the following places:

PURCHASER: City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Fl. 33025  
Attn: Charles F. Dodge, City Manager

With Copy to: Donald J. Doody, Esq.  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, #200  
Fort Lauderdale, Florida 33308  
ddoody@gorencherof.com  
Tel: (954) 771-4500  
Fax: (954) 771-4923

SELLER: Windmill Reserve Homeowners Association, Inc.  
c/o Miami Management  
1145 Sawgrass Corporate Parkway  
Sunrise, FL 33323

With a Copy to: Gregory R. Eisinger, Esquire  
c/o Eisinger Law  
400 Hollywood Blvd. Suite 265-5  
Hollywood, Florida 33021  
geisinger@eisingerlaw.com  
Tel: 954-894-8000

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, #200  
Fort Lauderdale, Florida 33308

**18. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Florida. The parties agree to submit to personal jurisdiction in the Circuit Court in and for Broward County, Florida, in any action or proceeding arising out of this Agreement.

**19. ASSIGNABILITY.** Neither

Party may assign this Agreement without first obtaining written approval from the other which in the sole discretion of the other Party.

**20. ENTIRE AGREEMENT.**

This Agreement states the entire agreement between the Parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter of this Agreement. All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement, and neither SELLER nor PURCHASER is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

**21. AMENDMENT.**

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

**22. SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective executors, administrators, successors and permitted assigns.

**23. COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree

that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

**23. LITIGATION COSTS:**

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

**Witnesses:**

**PURCHASER:**  
**City of Pembroke Pines**


\_\_\_\_\_  
\_\_\_\_\_

By: Mayor

Signed on: \_\_\_\_\_

**SELLER:**  
**Windmill Reserve Homeowners Association, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:   
Alande Brezault (Jun 6, 2025 15:27 EDT)

Signed on : \_\_\_\_\_

**ESCROW AGENT**

**Accepted and Agreed to:**  
**GOREN, CHEROF, DOODY & EZROL, P.A.**

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

**EXHBIT "A"**  
**LEGAL DESCRIPTION**

**Folio No.**

**(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY  
PURCHASER)**

**EXHIBIT “B”**