

**FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Amendment**") is entered into November 18, 2021 ("**Effective Date**"), by and between Alexis M. Baker, a single woman, Edward B. Baker, III, a single man and Edward B. Baker, III as Personal Representative of the Estate of Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship (collectively, "**Seller**") and City of Pembroke Pines, a Florida municipal corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated December 22, 2015, Second Amendment to Agreement for Purchase and Sale of Real Property dated June 8, 2017, Third Amendment to Agreement for Purchase and Sale of Real Property dated September 12, 2018, and Fourth Amendment to Agreement for Purchase and Sale of Real Property dated August 5, 2020 ("**Agreement**"); capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

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

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from December 31, 2021 to on or before December 31, 2022.

3. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.

4. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.

WITNESSES:

PURCHASER:

City of Pembroke Pines

Print Name: _____

By: _____

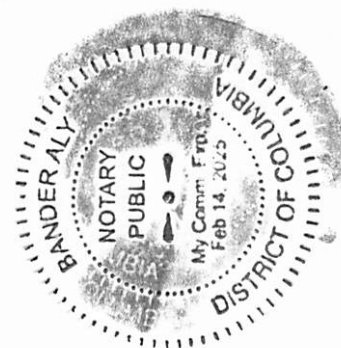
Print Name: _____

[Signature]
Print Name: Bender Aly

[Signature]
Print Name: Jose Flores

SELLER:

[Signature]
Alexis M. Baker



District of Columbia

Signed and sworn to (or affirmed) before me

on 11/18/21 by Alexis Baker Seal
Date Name(s) of individual(s) making statement

[Signature]
Signature of notarial officer

ID Bank officer
Title of office

My commission expires: 2/14/2025

My Commission Expires
February 14, 2025

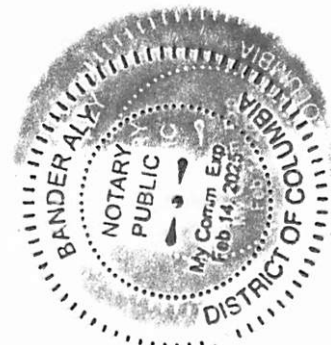
Print Name:

Baader ALG

Print Name:

Joe Flores

Edward B. Baker, III



District of Columbia

Signed and sworn to (or affirmed) before me

on 11/18/21 by Edward Baker III Seal

Date

Name(s) of Individual(s) making statement

Signature of notarial officer

Title of office

My commission expires: 2/14/2025

My Commission Expires
February 14, 2025

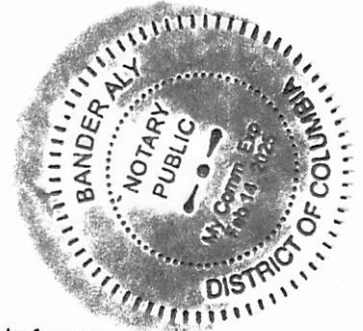
Print Name:

Enderly

Print Name:

Seaton

EBP III
Edward B. Baker, III as Personal Representative of the
Estate of Stephanie L. Baker



District of Columbia

Signed and sworn to (or affirmed) before me

on 11/18/21 by Edward Baker III Seal
Date Name(s) of Individual(s) making statement

[Signature]
Signature of notarial officer

ID Bank Office
Title of office

My commission expires: 2/14/2025

My Commission Expires
February 14, 2025

**FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Amendment**") is entered into August 5th, 2020 ("**Effective Date**"), by and between Alexis M. Baker, a single woman, Edward B. Baker, III, a single man and Stephanie Levinson Baker Trust dated February 21, 2018, as successor to Stephanie L. Baker. (collectively, "**Seller**") and City of Pembroke Pines, a Florida municipal corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013, as amended from time to time ("**Agreement**"); capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

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

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from December 31, 2020, to on or before December 31, 2021.

3. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.

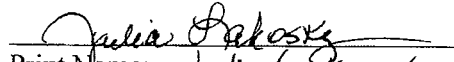
4. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.

WITNESSES:



Print Name: Michelle Dawson


Print Name: Julia Lakosky

PURCHASER:

City of Pembroke Pines

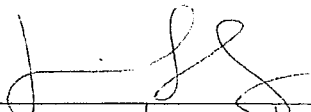
By: Charles L. Dodge

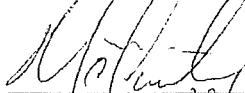
APPROVED AS TO LEGAL FORM

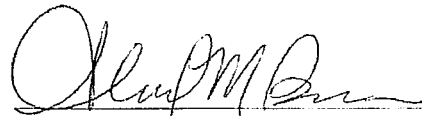

OFFICE OF THE CITY ATTORNEY

DATED: 10.8.2020

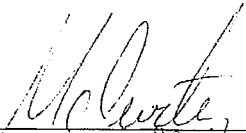
SELLER:



Print Name: Jessica D. Sherry



Print Name: Michel McQuay


Alexis M. Baker

[SELLER SIGNATURES CONTINUE ON NEXT PAGE]

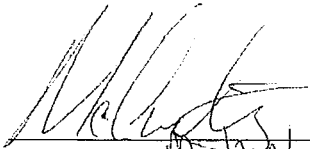

Print Name: Michael McElroy

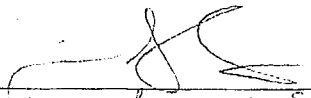

Edward B. Baker, III



Print Name: Jessica L. Sizemore

[SELLER SIGNATURES CONTINUE ON NEXT PAGE]

STEPHANIE LEVINSON BAKER TRUST
dated February 21, 2018


Print Name: Michael McLarty


Print Name: Jessica L. Sweeney

By: 
Edward B. Baker, III, Trustee



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 18.

File ID: 20-0575

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/20/2020

Short Title: Fourth Amendment to the Purchase and Sale
Agreement PSA

Final Action: 08/05/2020

Title: MOTION TO AUTHORIZE THE PROPER CITY OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR THE WETLANDS PORTION OF SHERIDAN STREET BUSINESS CENTER, LOCATED ON SHERIDAN STREET AND NW 199 AVENUE, OWNED BY ALEXIS M. BAKER, EDWARD BAKER, II, AND STEPHANIE L. BAKER.

***Agenda Date:** 08/05/2020

Internal Notes:

Attachments: 1. Proposed Fourth Amendment to the PSA, 2. Third Amendment to PSA, 3. Second Amendment to PSA, 4. First Amendment to PSA, 5. Original PSA, 6. ARF, 7. Sketch and Legal

1 City Commission 08/05/2020 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Siple, Commissioner Good Jr., Vice Mayor Schwartz, and
Commissioner Chanzas
Nay: - 0

MOTION TO AUTHORIZE THE PROPER CITY OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR THE WETLANDS PORTION OF SHERIDAN STREET BUSINESS CENTER, LOCATED ON SHERIDAN STREET AND NW 199 AVENUE, OWNED BY ALEXIS M. BAKER, EDWARD BAKER, II, AND STEPHANIE L. BAKER.

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 19, 2013, the City Commission authorized the proper City Officials to execute the Agreement for Purchase and Sale of Real Property for the wetlands portion of Sheridan Street Business Center, located on Sheridan Street and NW 199 Avenue, owned by Alexis M. Baker, Edward Baker, II, and Stephanie L. Baker.

2. On December 16, 2015, the City Commission approved the first amendment to the purchase and sale agreement. The First Amendment updated the Seller's address and extends the closing date from December 31, 2015 to June 30, 2017.
3. On June 7, 2017, the City Commission approved the second amendment to the purchase and sale agreement. The second amendment to the purchase and sale agreement extended the closing date from June 30, 2017 to December 31, 2018.
4. On October 3, 2018, the City Commission approved the second amendment to the purchase and sale agreement. The third amendment to the purchase and sale agreement extended the closing date from December 31, 2018 to December 31, 2020.
5. The proposed fourth amendment to this agreement further extends the closing date from December 31, 2020 to December 31, 2021.
6. The extension is necessary in order to allow the property owner sufficient time to obtain the necessary permits for the development of the property.
7. Request Commission to authorize the proper City Officials to execute the fourth Amendment to the Agreement for Purchase and Sale of Real Property for the wetlands portion of Sheridan Street Business Center, located on Sheridan Street and NW 199 Avenue, owned by Alexis M. Baker, Edward Baker, II, and Stephanie L. Baker.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project :** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Amendment**") is entered into September 12, 2018 ("**Effective Date**"), by and between Alexis M. Baker, a single woman, Edward B. Baker, III, a single man and Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship (collectively, "**Seller**") and City of Pembroke Pines, a Florida municipal corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013, as amended from time to time ("**Agreement**"); capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

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

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from December 31, 2018 to December 31, 2020.

3. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.


4. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.


WITNESSES:

PURCHASER:

City of Pembroke Pines


Print Name: Michelle Dawson

By: Charles J. Rody

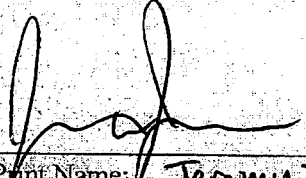
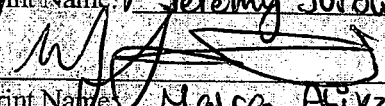

Print Name: Karen Richards

APPROVED AS TO LEGAL FORM


DATED: 2/18/18

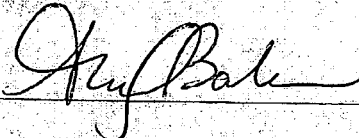
IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.

WITNESSES:

 9/12/18
Print Name: Jeremy Jurow

Print Name: Malca Abikzer

PURCHASER:

City of Pembroke Pines

By:  9/12/18

Edward B. Baker, Jr

Print Name: EDWARD B. BAKER, JR

Edward B. Baker, III

Edward B. Baker, III

Norma Gonzalez

Print Name: Norma Gonzalez

Edward B. Baker, Jr.
Print Name: EDWARD B. BAKER, JR

Stephanie L. Baker
Stephanie Baker

Norma Gonzalez
Print Name: Norma Gonzalez

**SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Amendment**") is entered into May ^{June}~~8~~²⁴, 2017 ("**Effective Date**"), by and between Alexis M. Baker, a single woman, Edward B. Baker, III, a single man and Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship (collectively, "**Seller**") and City of Pembroke Pines, a Florida municipal corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013 ("**Agreement**"); capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

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

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from June 30, 2017 to December 31, 2018.

3. **Correction to Seller's Name.** Reference to "Edward Baker II" as Seller in the Contract and any prior Amendment to Contract is hereby revised to reflect to "Edward B. Baker, III".

4. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.

5. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a ".pdf" format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.

WITNESSES:

PURCHASER:

City of Pembroke Pines

Martha Skiles
Print Name: Martha Skiles

By: Charles L. Ridd

Karen Richards
Print Name: Karen Richards

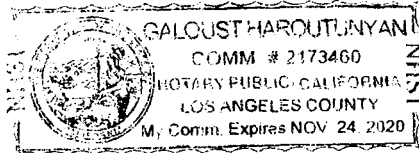
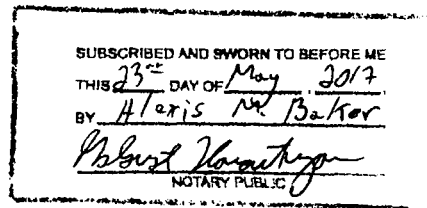
APPROVED AS TO LEGAL FORM
[Signature]
OFFICE OF THE CITY ATTORNEY
DATED: 8/17

SELLER:

Galoust Haroutunyan
Print Name: Galoust Haroutunyan

Alexis M. Baker
Alexis M. Baker

Donnell Mitchell
Print Name: Donnell Mitchell



Zajeba

Print Name: ZAJEBA TABASHUM

Edward Baker, III

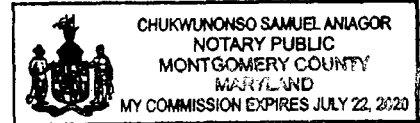
Edward Baker, III
EBB

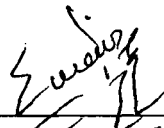
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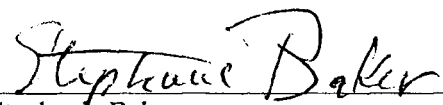
Print Name: Maama Khaton Ena

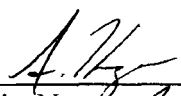
Chukwunonso Samuel Aniagor 5/23/17


MONTGOMERY COUNTY
MARYLAND
NOTARY PUBLIC

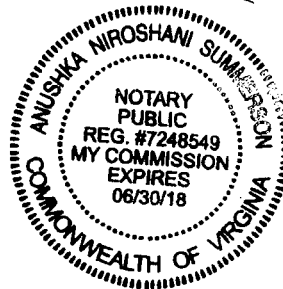



Print Name: SAAD MEHMOOD


Stephanie Baker


Print Name: Anushka Nirosani

State of Virginia County of Arlington
Subscribed and sworn before me on 05/23/2017
(Date)

(Notary Signature)



**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Amendment**") is entered into as of November 25, 2013 ("**Effective Date**"), by and between Alexis M. Baker, a single woman, Edward Baker, II, a single man and Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship (collectively, "**Seller**") and City of Pembroke Pines, a Florida municipal corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013 ("**Agreement**"; capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

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

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from December 31, 2015 to June 30, 2017.

3. **Notices.** The Seller's addresses referenced in Section 15 of the Agreement are hereby revised as follows:

Alexis M. Baker
Edward Baker, II
Stephanie L. Baker
2127 Bancroft Place NW
Washington, DC 20008
Tel: (202)299-0099

4. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.

5. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed

facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, Seller and Purchaser executed this Amendment as of the Effective Date.

WITNESSES:

Martha Skiles
Print Name: Martha Skiles
Karen Richards
Print Name: Karen Richards

PURCHASER:

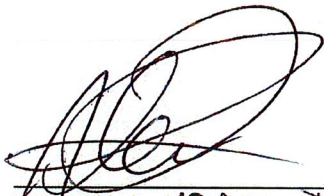
City of Pembroke Pines

By: Charles F. Dodge
Charles F. Dodge, City Manager

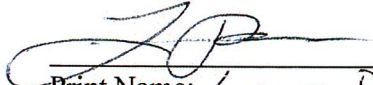
APPROVED AS TO LEGAL FORM

[Signature]

DATED: 12/22/15



Print Name: W. Allen Thomason



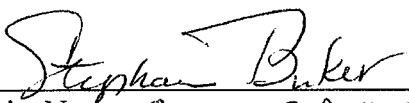
Print Name: Laura Powers

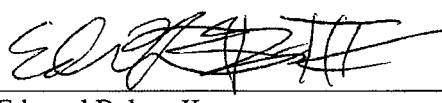
SELLER:

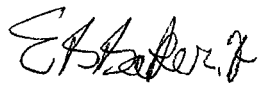


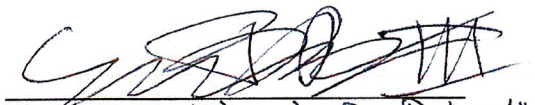
Alexis M. Baker

11/20/15

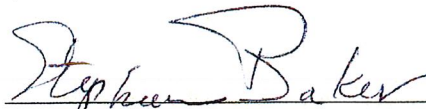

Print Name: STEPHANIE BAKER


Edward Baker, II



Print Name: E. B. BAKER, JR



Print Name: Edward B Baker III



Stephanie Baker



Print Name: E.B. BAKER, JR

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this 25th day of November 2013 ("Agreement") by and between the **City of Pembroke Pines, a Florida municipal corporation**, whose post office address is 10100 Pines Boulevard, Pembroke Pines, FL 33026 (hereinafter referred to as "PURCHASER") and **Alexis M. Baker, a single woman, Edward Baker, II, a single man and Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship**, whose post office address is 820 Rapidan Court, Alexandria, VA 22304 (hereinafter referred to as "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

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

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

1.3 Closing Date. The Closing will take on or before December 31, 2015.

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

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER, PURCHASER and the Escrow

Agent.

1.6 SELLER'S Address. Seller's mailing address is 820 Rapidan Court, Alexandria, VA 22304.

1.7 PURCHASER'S Address. Purchaser's mailing address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Samuel S. Goren, Esq., at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

1.8 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.

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 previously identified on Exhibit "A" for the total Purchase Price of **Ten and 00/100 (\$10.00)** Dollars, other good and valuable consideration, and upon and subject to the terms and conditions hereinafter set forth. PURCHASER shall pay 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.

2.1 The Purchase includes:

- (a) All buildings and improvements located on the Land, if any;
- (b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Land, subject to any existing easements, and dedications of rights-of-way for the benefit of any governmental entity;

(c) Any right of SELLER to any unpaid award to which SELLER may be entitled due to taking by condemnation of any right, title or interest of SELLER. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and, if applicable, the assignment and collection of award and damages;

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

3. 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) In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

3.1 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.

3.2 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 Land.

3.3 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 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.

3.4 SELLER represents that SELLER will not, between the date of this Agreement 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 except for entering into a Conservation Easement with Broward County / South Florida Water Management District ("Conservation Easement"). For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, other than the Conservation Easement, covenants, conditions or restrictions.

3.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property, except Sheridan Street LLC, who is a tenant on the Property.

3.6 SELLER shall use SELLER'S best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the Effective Date to the Closing Date.

3.7 SELLER represents that SELLER has no actual knowledge and has performed no independent investigations, nor has SELLER received any notice that the Property 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)").

4. EVIDENCE OF TITLE.

4.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the Effective Date, 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 and the Conservation Easement to Broward County and South Florida Water Management District. 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, no later than seven (7) days after receipt of the title commitment, 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 (1) 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 herein despite the uncured objection.

5.2. Survey and Legal Description. Within ten (10) days of the Effective Date, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered property 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 and will replace Exhibit "A" legal description if different. 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 Property. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

6. 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 do not and will not violate the corporate or organizational documents of PURCHASER 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 terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

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

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.

7. 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) 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.
- (b) Approval of this Agreement by the City of Pembroke Pines City

Commission.

If the conditions precedent are not met by December 31, 2015, the Purchaser and Seller shall have the right to terminate this Agreement, or provide for an extension of the Closing Date.

8. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a Special 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. In addition, SELLER shall deliver to PURCHASER the Conservation Easement against the Property in favor of Broward County and the South Florida Water Management District, fully executed by the South Florida Water Management District and Broward County.

At closing PURCHASER shall record a document evidencing that as a result of the delivery of the Special Warranty Deed to PURCHASER, that SELLER has complied with all of the City of Pembroke Pines' Municipal Land Dedication requirements with respect to the Remainder Property, described on Exhibit "B" attached hereto. Purchaser shall except all documents and cooperate with Seller with regard to the Conservation Easement that will encumber the Property and be recorded simultaneously with the Special Warranty Deed.

9. CLOSING COSTS, TAXES AND PRORATIONS.

PURCHASER agrees that it shall pay for all closing costs associated with the subject transaction.

10. CLOSING DATE AND PLACE.

The Closing will take place on the Closing Date as defined herein. The Closing will take place, at the law offices of Goren, Cherof, Doody & Ezrol, P.A located at 3099 E. Commercial Blvd, #200, Fort Lauderdale, FL 33308, or such other location as PURCHASER shall determine.

11. 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.

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

- (a) The conveyance of clear and marketable title to the Property.
- (b) That the environmental audit is satisfactory and acceptable to PURCHASER.
- (c) The City of Pembroke Pines City Commission authorizes the transaction.

13. BROKER.

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

14. 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.

15. NOTICE.

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

PURCHASER: City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Attn: Charles F. Dodge, City Manager

With Copy to: Samuel S. Goren, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

SELLER: Alexis M. Baker
Edward Baker, II
Stephanie L. Baker
820 Rapidan Court
Alexandria, VA 22304

With a Copy to: Aleida Ors Waldman, Esq.
Aleida Ors Waldman, P.A.
440 South Andrews Ave.
Fort Lauderdale, FL 33301
Tel: (954) 524-1100
Fax: (888) 760-2991

With a Copy to: Frank Saia
Bergeron Properties & Investment Corp.
19612 SW 69th Place
Pembroke Pines FL 33332
Tel: (954) 680-6100
Fax: (954) 680-0218

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Broward County, Florida.

17. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

18. 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.

19. SUCCESSORS.


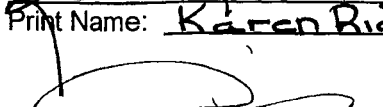
This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

20. 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.


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

WITNESSES:


Print Name: Karen Richards

Print Name: Michelle Dawson

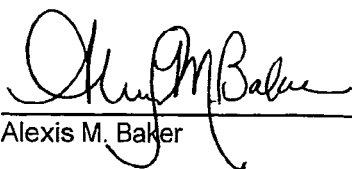
PURCHASER:

City of Pembroke Pines

By: 
Frank C. Ortis, Mayor

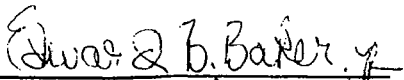

Print Name: Frank Saia


SELLER:


Alexis M. Baker 10.29.13

Print Name: _____

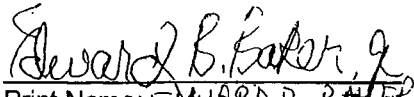
SELLER:

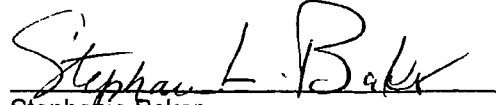

Print Name: EDWARD B. BAKER, JR

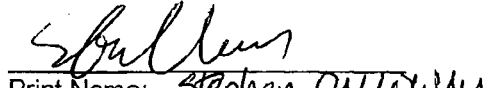

Edward B. Baker, III


Print Name: Stephen Galloway

SELLER:


Print Name: EDWARD B. BAKER, JR


Stephanie Baker


Print Name: Stephen Galloway

DNT:dnt

H:_GOV CLIENTS\PP 1956\9904928\AGREEMENT FOR PURCHASE AND SALE (Sheridan Street Comm Ctr Easement) 10-9-13 Redline.docx

EXHIBIT "A"
LEGAL DESCRIPTION

See attached.

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

**SKETCH AND DESCRIPTION OF
"WETLANDS AREA"
AT SHERIDAN STREET BUSINESS CENTER**

LEGAL DESCRIPTION

A PORTION OF TRACTS 5 AND 6, IN SECTION 11, TOWNSHIP 51 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 1, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 6; THENCE SOUTH $01^{\circ}47'36''$ EAST, ALONG THE WEST LINE OF SAID TRACT 6, A DISTANCE OF 85.04 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH $89^{\circ}53'44''$ EAST, ALONG A LINE 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 6, A DISTANCE OF 6.00 FEET; THENCE SOUTH $01^{\circ}35'20''$ EAST, A DISTANCE OF 554.71 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}47'03''$, A DISTANCE OF 7.84 FEET TO A POINT OF TANGENCY; THENCE NORTH $88^{\circ}37'37''$ EAST, A DISTANCE OF 452.96 FEET; THENCE SOUTH $88^{\circ}59'57''$ EAST, A DISTANCE OF 154.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF $95^{\circ}06'28''$, A DISTANCE OF 66.40 FEET TO A POINT OF TANGENCY; THENCE NORTH $04^{\circ}06'25''$ WEST, A DISTANCE OF 319.98 FEET; THENCE NORTH $89^{\circ}53'30''$ EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH $01^{\circ}47'25''$ EAST, ALONG THE EAST LINE OF SAID TRACT 5, A DISTANCE OF 370.16 FEET; THENCE SOUTH $89^{\circ}53'30''$ WEST, ALONG THE SOUTH LINES OF SAID TRACTS 5 AND 6, A DISTANCE OF 660.19 FEET; THENCE NORTH $01^{\circ}47'36''$ WEST, ALONG SAID WEST LINE OF TRACT 6, A DISTANCE OF 560.64 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 10,528 SQUARE FEET, MORE OR LESS.

NOTES:

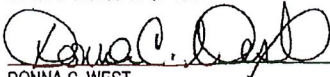
1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

ABBREVIATIONS:

A	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT
D	= DELTA (CENTRAL ANGLE)	PG.	= PAGE
D.C.R.	= DADE COUNTY RECORDS	PROP.	= PROPOSED
P.B.	= PLAT BOOK	R	= RADIUS
P.O.B.	= POINT OF BEGINNING	RW	= RIGHT-OF-WAY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290



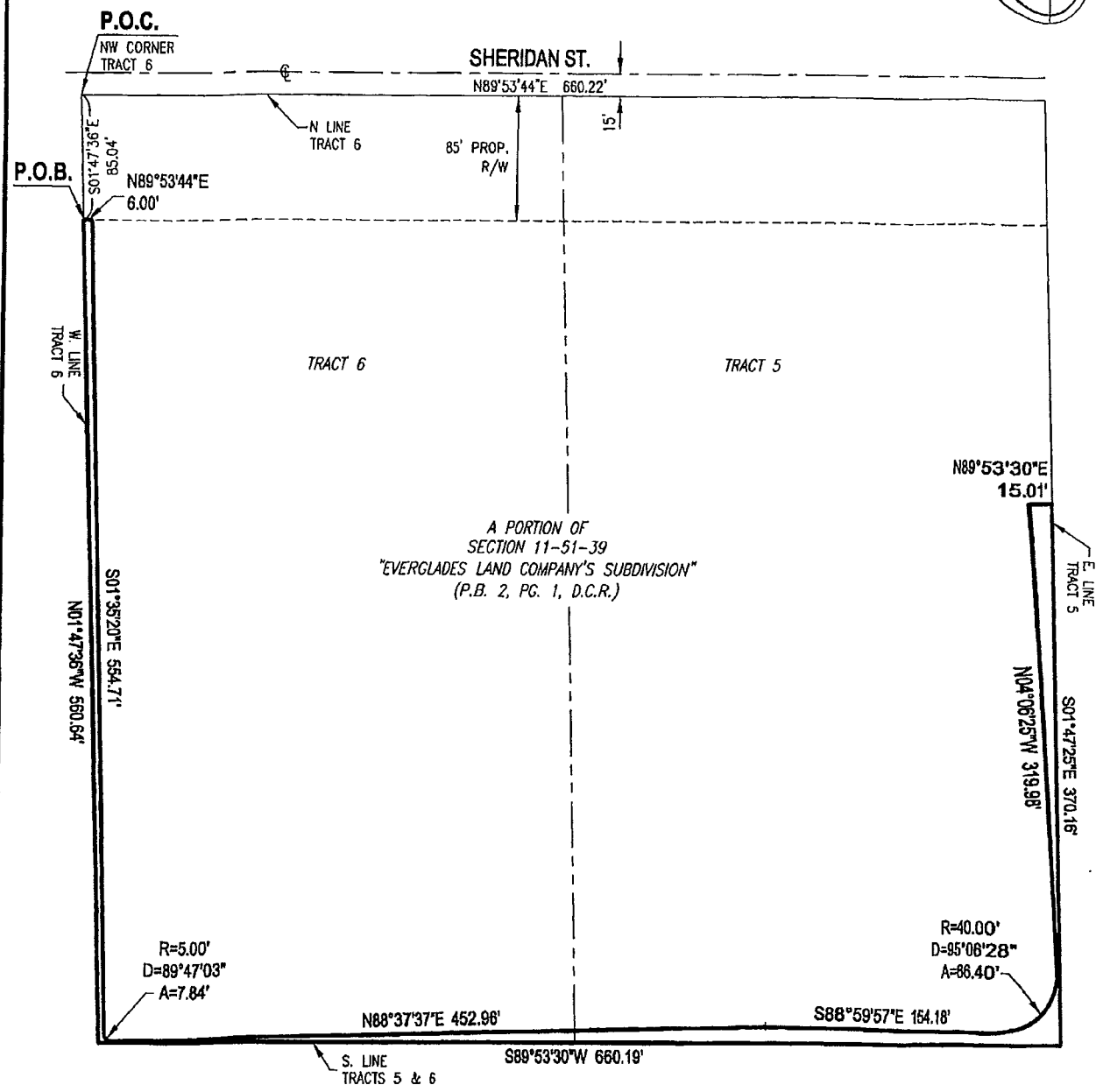
HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Rd., Suite 340
Boca Raton, Florida 33486 • 561.392.0221
CA26258 • LB7924

PROJECT: SHERIDAN STREET BUSINESS CENTER

PROJECT NO.: 1212-64

DATE: 12/05/12

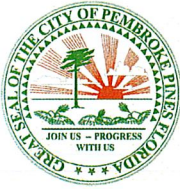
SHEET 1 OF 2



LEGEND:
C CENTERLINE

WETLANDS AREA	12/06/12	GTW	DCW	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: SHERIDAN STREET BUSINESS CENTER		SCALE: 1" = 100'		
PROJECT NO.: 1212-64		SHEET 2 OF 2		

Z:\Survey Projects\2012\1212-64S Sheridan St Bus Center.dwg 12/7/2012 10:53:30 AM



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 7

File ID: 13-2813	Type: Public Improvements	Status: Passed
Version: 0	Agenda Section:	In Control: City Commission
Department:	Cost: \$10.00	File Created: 11/07/2013
Short Title: Purchase and Sale of Real Property (Sheridan Street and NW 199 Avenue - Wetlands Portion)		Final Action: 11/19/2013

Title: MOTION TO AUTHORIZE THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR THE WETLANDS PORTION OF SHERIDAN STREET BUSINESS CENTER, LOCATED ON SHERIDAN STREET AND NW 199 AVENUE, AS FURTHER DESCRIBED BY "EXHIBIT A" CONTAINING .66 ACRES, OWNED BY ALEXIS M. BAKER, EDWARD B. BAKER, III, AND STEPHANIE BAKER AND ACCEPT THIS AS THE MUNICIPAL LAND DEDICATION REQUIREMENTS FOR THE REMAINDER OF THE PARCEL.

***Agenda Date:** 11/19/2013

Agenda Number: 7

Internal Notes:

Attachments: 1. Copy of Purchase and Sale of Real Property Agreement to be signed., 2. Copy of Exhibit A., 3. Location Sketch.

0	Public Services	11/07/2013	sent for approval	Public Services Director	
0	Public Services Director	11/12/2013	approved	Budget	
0	Budget	11/13/2013	Reviewed for Financial Impact Detail	Finance Director	
0	Finance Director	11/13/2013	Approved as to Financial Impact Form	City Attorney	
0	City Attorney	11/13/2013	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	11/13/2013	sent for approval	Commission Auditor	
0	Commission Auditor	11/13/2013	Approved by Commission Auditor	City Manager	
0	City Manager	11/14/2013	approved for the agenda	City Clerk	
0	City Commission	11/19/2013	approve		Pass

MOTION TO AUTHORIZE THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR THE WETLANDS PORTION OF SHERIDAN STREET BUSINESS CENTER, LOCATED ON SHERIDAN STREET AND NW 199 AVENUE, AS FURTHER DESCRIBED BY "EXHIBIT A" CONTAINING .66 ACRES, OWNED BY ALEXIS M. BAKER, EDWARD B. BAKER, III, AND STEPHANIE BAKER AND ACCEPT THIS AS THE MUNICIPAL LAND DEDICATION REQUIREMENTS FOR THE REMAINDER OF THE PARCEL.

SUMMARY EXPLANATION AND BACKGROUND:

1. The "Wetlands Area" is located on Sheridan Street and NW 199 Avenue and is adjacent and contiguous to Sheridan Street Business Center and Chapel Trail Wetlands Bank Nature Preserve.
2. The developed wetland has .66 acres located within the Sheridan Street Business Center property.
3. The City has reached an agreement with Alexis M. Baker, Edward B. Baker, III, and Stephanie Baker to purchase the property for good and valuable consideration \$10.00 (ten), increase wetland credits that can be used to offset other responsibilities, and satisfy the Municipal Land Dedication Requirements for the remainder of Sheridan Street Business Center Parcel.
4. Motion to authorize the proper City Officials to execute the Agreement for Purchase and Sale of Real Property for the wetlands portion of Sheridan Street Business Center located on Sheridan Street and NW 199 Avenue, as further described by "Exhibit A", containing .66 acres, owned by Alexis M. Baker, Edward B. Baker, III, and Stephanie Baker and accept this as the Municipal Land Dedication Requirements for the remainder of the parcel.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$10.00.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.



City of Pembroke Pines



2004

Frank C. Ortis, Mayor
Iris A. Siple, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Carl Shechter, Commissioner

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2015-254

15 DEC 22 PM 5:20
CITY CLERK'S OFFICE
CITY OF PEMBROKE PINES

TO: Marlene Graham, City Clerk

CC: Charles F. Dodge, City Manager
Mark Gomes, Public Services Department, Procurement Division

FROM: Samuel S. Goren, City Attorney *SSG*
David N. Tolces, Assistant City Attorney *DNT*

DATE: December 22, 2015

RE: City of Pembroke Pines ("City")/ First Amendment to Agreement for Purchase and Sale of Real Property – Purchase of Conservation Easement Property from Baker

Attached is the **original** First Amendment to Agreement for Purchase and Sale of Real Property with the Seller's signed signature pages. Please process the Amendment for execution by Mayor Ortis. Once fully executed, please forward a copy back to our office.

If you have any questions, please do not hesitate to contact our office.

SSG:DNT:kml
Enclosure