

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.

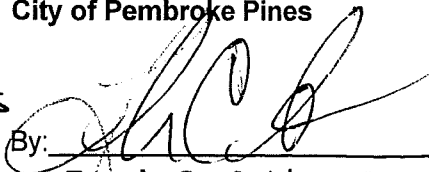
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:


WITNESSES:

PURCHASER:


Print Name: Karen Richards

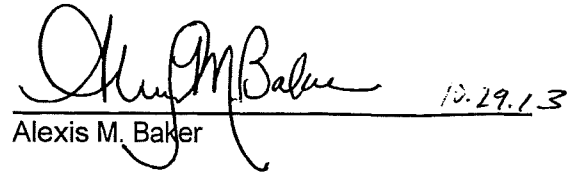
City of Pembroke Pines


By: _____
Frank C. Ortis, Mayor


Print Name: Michelle Dawson

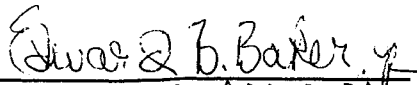

Print Name: Frank Saia


SELLER:


Alexis M. Baker 10.29.13

Print Name: _____

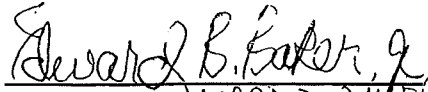
SELLER:

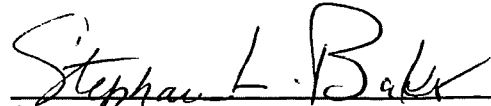

Print Name: EDWARD B. BAKER, JR



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.

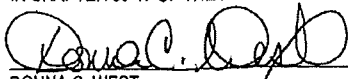
ABBREVIATIONS:

A = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
D.C.R. = DADE COUNTY RECORDS
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING

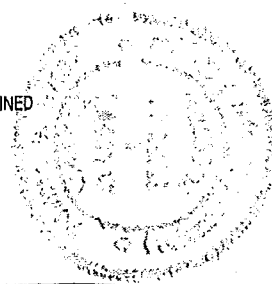
P.O.C. = POINT OF COMMENCEMENT
PG. = PAGE
PROP. = PROPOSED
R = RADIUS
RW = RIGHT-OF-WAY

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



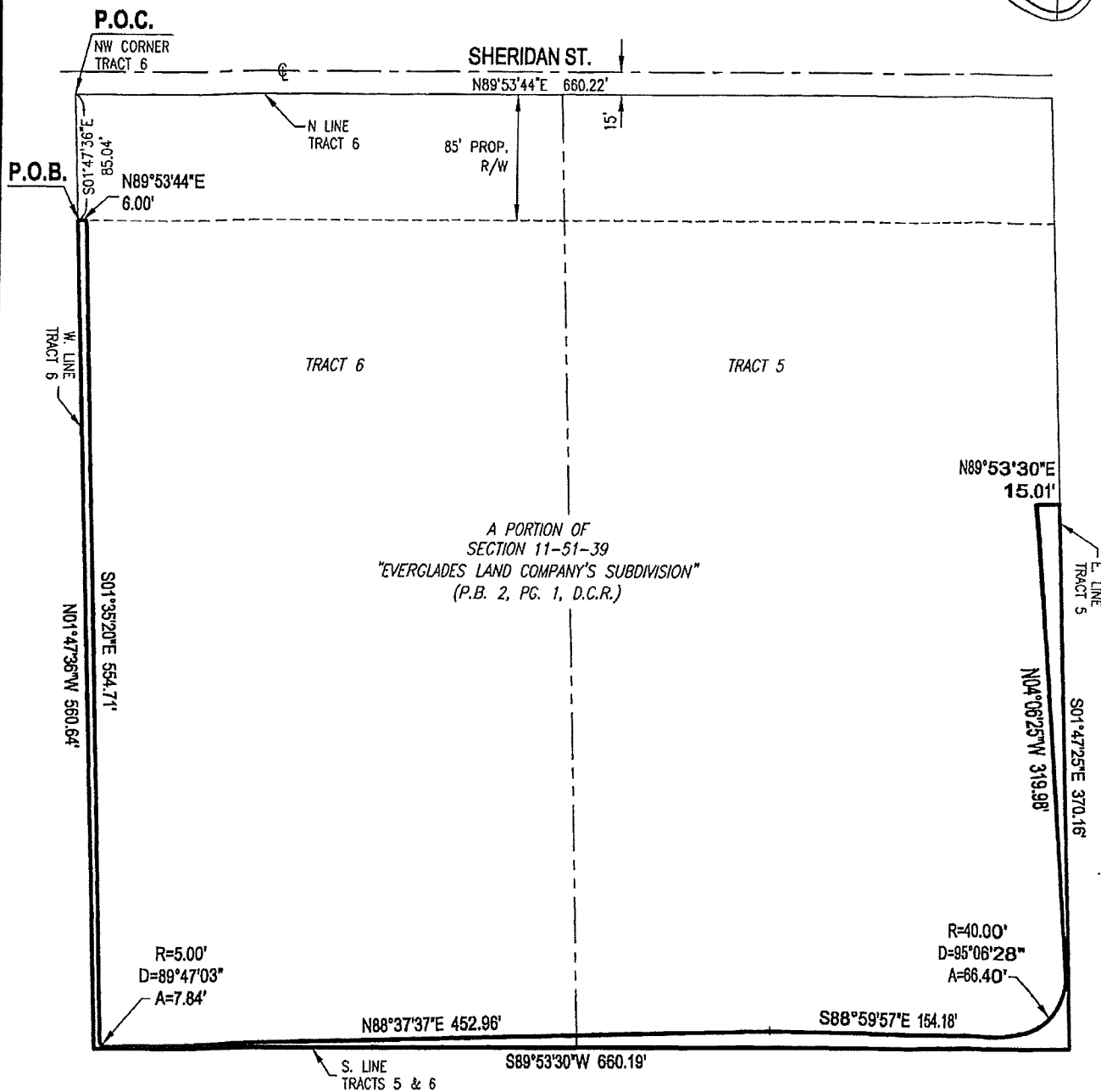
HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Rd., Suite 340
Boca Raton, Florida 33486 • 561.392.0221
CA26258 • LB7924

PROJECT: SHERIDAN STREET BUSINESS CENTER

PROJECT NO.: 1212-64

DATE: 12/05/12

SHEET 1 OF 2



LEGEND:
CL CENTERLINE

WETLANDS AREA	12/06/12	GTW	DCW	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.

PROJECT: SHERIDAN STREET BUSINESS CENTER
PROJECT NO.: 1212-64
SCALE: 1" = 100'
SHEET 2 OF 2

Z:\Survey Projects\2012\1212-64S Sheridan St Bus Cen\dwg\121264sk.dwg, 12/7/2012 10:52:30 AM