

PURCHASE AND SALE AGREEMENT

between

CITY OF HOLLYWOOD,

("Seller")

and

HOLLYWOOD, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
(BEACH DISTRICT)

("Buyer")

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20____ by and between CITY OF HOLLYWOOD, FLORIDA ("Seller") and HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (BEACH DISTRICT) ("Buyer").

IN CONSIDERATION OF TEN & NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Seller, and the mutual covenants and conditions herein contained, Buyer and Seller hereby agree as follows:

A. Purchase and Sale. Seller shall sell, assign, transfer, convey and deliver the real, personal, leasehold, intangible and other property described in Section B below (collectively all of the items set forth in Section B are referred to herein as the "Property") to Buyer, and Buyer shall purchase, assume, acquire and accept the Property from Seller, all upon the basis of each and all of the covenants, agreements, representations, warranties, terms and conditions set forth in this Agreement.

B. The Property. Seller shall transfer or cause to be transferred to Buyer and Buyer shall buy, accept and acquire from Seller all right, title and interest Seller has in, to, or under the Property specifically described below:

1. The Land. That certain parcel of improved land situate in City of Hollywood, Broward County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, having a street address of 2211 N. Ocean Drive / 327 Nebraska Street, Hollywood, Florida (the "Land").

2. Commercial Building. That certain approximately 5,000 square feet of garage bay and air conditioned work space situated on a +/- 0.58 acre parcel with asphalt parking, concrete walks, and fencing situated on the Land, (the "Building").

3. Personal Property. All right, title and interest of Seller in and to all furniture, fixtures, equipment, machinery and articles of personal property located on, attached or appurtenant to the Property (collectively, the "Personal Property"), including, but not limited to, security systems, fire extinguishers, plumbing, heating, lighting, air conditioning fixtures and equipment, storm shutters, pumps, and shrubbery. A schedule of the Personal Property is attached hereto as Exhibit "B" (the "Schedule of Personal Property").

4. Intangible Property. All appurtenances to the Land and other related property, if any, owned by Seller and located on or appurtenant to the Land, including, without limitation, all riparian rights of Seller, all vegetation, all of Seller's rights in and to any minerals, oil, gas or water, water stock relating to the Land, air rights, any easements, rights-of-way or appurtenances owned by Seller and held in connection with the Land, and all rights of Seller in and to any

streets, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to the Land (collectively, the "Intangible Property").

5. Plans. All right, title and interest of Seller in and to all plans, drawings, renderings, application to governmental authorities in the possession or control of Seller and produced in connection with the alterations to or construction of the Building (collectively, the "Plans").

6. Licenses. To the extent transferable under applicable law, all of Seller's right, title and interest in and to any existing licenses, permits or authorizations (collectively, the "Licenses") issued by any governmental agencies, used in connection with the Property.

C. Purchase Price.

1. The Purchase Price. The total purchase price for the Property shall be ONE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN & NO/100 DOLLARS (U.S. \$1,771,667.00) (the "Purchase Price"), and subject to adjustment for credits, debits, or prorations as may be otherwise required under this Agreement, shall be payable as follows:

a. Cash-to-close. \$885,833.50

b. Purchase Money Loan. As part of the Purchase Price, Seller shall provide to Buyer a purchase money loan (the "Loan") for the acquisition of the Property, all on the terms and conditions set forth below.

D. Effective Date; Time for Acceptance. The date upon which this Agreement is executed and delivered by the last of the parties, between Buyer and Seller, shall be the "Effective Date" of this Agreement.

E. Inspections and Warranties. Buyer shall purchase the Property and all its elements and aspects in its AS-IS condition.

F. The Loan. The Loan shall be used to finance Buyer's acquisition of the Property from Seller. Seller shall provide the Loan on the following terms and conditions:

1. Principal Amount. The principal amount of the Loan shall be \$885,833.50.

2. Installment Payments. The Loan shall be paid in two installments and shall bear interest at a rate determined on the date each installment payment is due, based on Seller's actual pooled cash interest rate. The first installment shall be due on October 1, 2014 and shall consist of principal in the amount of \$442,916.75 plus interest on the unpaid principal (\$885,833.50) from date of closing to October 1, 2014. The final installment shall be due on October 1, 2015 and shall consist of principal in the amount of \$442,916.75 plus interest on the unpaid principal (\$442,916.75) from October 1, 2014 to October 1, 2015.

G. Form of Deed. Seller shall convey title to the Land to Buyer by quitclaim deed (the "Deed").

H. Seller's Obligations Prior to Closing. Between the Effective Date and the Closing Date, Seller agrees and covenants as follows:

1. Maintain Property and Insurance. Seller will maintain the physical condition of the Property in the same condition existing at the date hereof, reasonable wear and tear excepted. All insurance policies which affect the Property shall be maintained by Seller in full force and effect.

2. No Renovations. Seller will not undertake or commence any renovations of or alterations to the Property or any part thereof, except those necessary to remedy violations or comply with any obligation of Seller under this Agreement, without the prior written consent of Buyer.

3. No Further Encumbrances. Seller shall not encumber or permit to be encumbered with any encumbrance, lien or other claim which may affect title thereto, all or any part of the Property, which such encumbrance, lien or other claim cannot be discharged or released of record by Seller on or before the Closing Date.

4. Existing Obligations. Seller shall continue to operate the Building in the ordinary course in a commercially reasonable manner.

I. Closing.

1. Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on or about March 1, 2014 (the "Closing Date"). The Closing shall take place at such location to which the parties may agree prior to the Closing Date.

2. Closing Procedures. Delivery of all items required to be delivered by Seller, including possession of the Property and by Buyer shall, as more fully described below, shall take place at Closing.

3. Delivery by Seller. In addition to any and all other items required to be delivered by Seller to Buyer hereunder and subject to all other provisions of this Agreement, at Closing Seller shall deliver to Buyer the following:

- a. deed;
- b. bill of sale and assignment of all Personal Property, Intangible Property, Plans and Service Contracts;
- c. no-lien, possession and gap affidavit attesting to the absence of any financing statements, liens or claims of lien against the Property, attesting to the fact that no

improvements to the Property have been made within the ninety (90) days preceding for which payment has not been made, and attesting to the absence of parties in possession;

- d. certificate of Seller's non-foreign status;
- e. copy of an appropriate resolution of Seller;
- f. recertification of the representations and warranties set forth in this Agreement; and
- g. keys, magnetic cards, and other similar items that provide access to the Property.

4. Delivery by Buyer. In addition to any and all other items required to be delivered by Buyer to Seller hereunder and subject to all other provisions of this Agreement, at Closing Buyer shall deliver to Seller:

- a. cash-to-close; and
- b. such corporate resolutions and certificates of good standing as may be reasonably required.

5. Buyer's Costs of Closing. Buyer shall pay at Closing:

- a. recording fee payable upon recording the Deed; and
- b. documentary stamp taxes on the Deed, if any;

J. Prorations.

1. Assessments. Certified, confirmed and ratified special assessment liens as of the Closing Date are to be paid by Seller. Pending liens as of the Effective Date shall be assumed by Buyer. All unpaid installments of all assessments for local improvements completed at the Effective Date or at closing, whether or not such assessments are payable in periodic installments, and whether or not they are due or payable after delivery of the deed, shall be deemed due and shall be paid and discharged by Seller upon delivery of the Deed.

2. Taxes. As Seller is exempt from paying real property taxes due to its status as a municipality of the State of Florida and Buyer is exempt from paying real property taxes due to its status as a special district of the State of Florida, there will be no proration of real estate taxes.

K. Seller's Representations, Warranties and Covenants. In addition to any other representations, warranties or covenants of Seller set forth elsewhere in this Agreement, Seller represents, warrants and covenants to and with Buyer, as of and at the date hereof and shall be confirmed or updated by Seller by delivery of a certificate as of and at Closing, that:

1. Execution and Delivery. The execution and delivery of this Agreement and all documents contemplated hereunder (collectively, the "Transfer Documents") in the manner executed and delivered by Seller and the performance of all obligations arising under this Agreement and the Transfer Documents are authorized under and are not in violation of Seller's enacting ordinance and any applicable resolutions of Seller. This Agreement and the Transfer Documents, upon execution and delivery, shall constitute Seller's legal, valid and binding obligations, enforceable in accordance with their respective terms.

2. Binding Effect. To the best of Seller's knowledge without inquiry, the execution and delivery of this Agreement and the Transfer Documents, the recording of the Transfer Documents to be recorded and the transfer of the Property do not and will not contravene, result in a breach of, constitute a default under or require any consent pursuant to: (i) any law, regulation, order, decree, writ or injunction or (ii) any credit agreement, indenture, mortgage, deed or trust, purchase agreement, guaranty or any other instrument to which Seller is a party or by which Seller or the Property may be bound or affected.

3. No Threatened Actions. To the best of Seller's knowledge, there are no threatened suits, actions or proceedings (and Seller has received no notice of contemplated suits, actions or proceedings) with respect to the Property, for condemnation or otherwise, or alleging any violation of any applicable laws, rules, regulations, statutes or ordinances of governmental authorities.

4. Environmental Contamination. Seller ordered a Phase I Environmental Property Assessment of the Property and based on the results thereof, recently ordered, or will, in the immediate future, order, a Phase II Environmental Property Assessment. In the event that the Phase II Assessment reveals the need for an environmental clean-up based on a condition that existed on the date of the closing, the parties shall work cooperatively to remediate the condition and shall share the cost of such remediation equally.

L. Eminent Domain. In the event eminent domain proceedings are filed against all or any material part of the Property prior to the Closing, this Agreement, at the option of Buyer, shall be terminated and all parties shall be relieved of all liability hereunder, except as expressly provided to the contrary herein. In the event Buyer does not elect to terminate this Agreement but proceeds to Closing, Buyer shall be entitled to all condemnation awards associated with the subject taking.

M. Casualty. In the event of any casualty to the Building prior to the Closing, this Agreement, at the option of Buyer, shall be terminated and all parties shall be relieved of all liability hereunder, except as expressly provided to the contrary herein. In the event Buyer does not elect to terminate this Agreement but proceeds to Closing, Buyer shall be entitled to all insurance proceeds plus reimbursement for all deductibles available under Seller's all-risk casualty insurance.

N. Default. If either party fails to perform or comply with any of the covenants, agreements, terms, representations or warranties set forth in this Agreement, and after the giving

of reasonable notice and after affording said party a reasonable opportunity to cure the noticed failure to perform or comply, the party shall be in default hereunder.

O. Assignment. Buyer shall be prohibited, without Seller's prior consent, to assign any of its right, title and interest under this Agreement to another entity.

P. Use Restriction. The Deed will include a use restriction for the Property, which shall provide that the Property shall be used only as a public parking garage, with retail or commercial space allowed at street level.

Q. Miscellaneous.

1. Notices. Any notices required to be given pursuant to this Agreement shall be deemed received upon delivery and/or delivery and refusal, if hand delivered or sent by facsimile machine with the ability to provide a receipt of transmission, or if sent by: (i) United States Registered Mail, (ii) United States Certified Mail, (iii) a nationally recognized courier service (such as Federal Express or Emery), or (iv) by facsimile machine, provided that the transmitting facsimile machine has the ability to print out a date and time stamped receipt of the date and time of transmittal, to the parties at the following addresses or at such other addresses as any of the parties may hereafter specify in the same manner:

If to Buyer:	Executive Director Hollywood, Florida Community Redevelopment Agency 330 North Federal Highway Hollywood, Florida 33020
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If to Seller:	City Manager City of Hollywood, Florida 2600 Hollywood Boulevard Hollywood, Florida 33020
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2. Waiver and Modification. No waiver or modification of the terms hereof shall be valid unless in writing and signed by the party to be charged, and then only to the extent therein set forth.

3. No Recording. No party to this Agreement may record or cause to be recorded this Agreement or any memorandum of this Agreement in the Public Records of Broward County, Florida.

4. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Buyer and Seller have each executed this Agreement as of the date which appears below their respective signatures.

*Signed, sealed and delivered
in the presence of:*

Seller:

CITY OF HOLLYWOOD, FLORIDA

Approved as to form & legality for
the use and reliance of the City of
Hollywood, Florida only.

By: _____

Its: _____

Date: _____

By: _____
Jeffrey P. Sheffel, City Attorney

Buyer:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY (BEACH
DISTRICT)

Approved as to form & legality for the
use and reliance of the Hollywood,
Florida Community Redevelopment
Agency (Beach District)

By: _____

Its: _____

Date: _____

By: _____
Jeffrey P. Sheffel, General Counsel

EXHIBIT "A"
THE LAND

EXHIBIT "B"
THE PERSONAL PROPERTY

NONE