

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** May 12, 2020

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Agreement with Richgreens, L.P. for Purchase of Former Sunset Golf Course

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I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Development Services
- 2) Type of Agreement – Purchase and Sale Agreement
- 3) Method of Procurement (RFP, bid, etc.) – N/A
- 4) Term of Contract
  - a) initial – Closing on or before September 9, 2020
  - b) renewals (if any) -
  - c) who exercises option to renew -
- 5) Contract Amount – \$12,000,000 (\$100,000 deposit payable within 5 business days of City and Seller signing agreement, balance payable at closing).
- 6) Termination rights – City can terminate for convenience on or before July 20, 2020.
- 7) Indemnity/Insurance Requirements – City will indemnify Seller for claims arising from City's pre-closing inspections. Each party will indemnify the other for claims of brokers. City will indemnify Seller against environmental issues or conditions affecting the property after closing. Each party will indemnify the escrow agent.

City will provide insurance or maintain its self-insurance program to cover claims arising out of City's pre-closing inspections.
- 8) Scope of Services – Seller will convey title to the property by general warranty deed.
- 9) City's prior experience with Vendor (if any) – No
- 10) Other significant provisions – The Agreement creates certain environmental requirements as follows:

a) At or before closing, Seller shall enter into written settlement of all notices of violation, related warning notices and agreed final orders issued by County, and shall be responsible for all fines and work necessary to enter into such settlement.

b) Property contains environmental contaminants, including arsenic. Seller has applied for a Surface Water Management License that will allow it to continue its ongoing remedial actions. At or before closing, Seller shall complete the work associated with this license and all other approvals or licenses pertaining to the environmental contaminants required by County.

c) At or before closing, Seller shall obtain a No Further Action with Conditions Approval letter from County's Environmental Protection and Growth Management Department, Environmental Engineering and Permitting Division.

Because of the COVID-19 pandemic, Seller will have 120 days from termination of state of emergency to complete the environmental requirements.

cc: Wazir A. Ishmael, Ph.D., City Manager