

RESOLUTION NO. 2015 - 067

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT OF PURCHASE AND SALE OF LAND FROM FLORIDA POWER AND LIGHT COMPANY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PUBLIC RIGHT-OF-WAY; APPROVING THE GRANTING OF AN ELECTRICAL UTILITY EASEMENT TO FLORIDA POWER AND LIGHT COMPANY OVER THE LAND; APPROVING A RIGHT OF WAY CONSENT AGREEMENT; APPROVING AN UNANTICIPATED EXPENDITURE NOT TO EXCEED \$12,756.60; APPROVING A FY 2014/2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND AND TRANSPORTATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of acquiring fee simple title to a strip of land approximately 30 feet wide by 945 feet long, located along 190th Avenue between Griffin Road and SW 49th Street (hereinafter referred to as the "Land"), for the purpose of constructing and maintaining a public right-of-way and said Land is currently owned by Florida Power and Light Company ("FPL"); and

WHEREAS, FPL has agreed to sell the Land to the Town for the Purchase Price of \$12,756.60, in accordance with the terms and conditions set forth in the Agreement of Purchase and Sale ("PSA"), a copy of which is attached hereto and made a part hereof and marked as Exhibit "A"; and

WHEREAS, FPL has determined that as a condition of the sale of the Land to the Town, the Town must grant a utility easement over the Land to FPL and that the Town shall also enter into a Right of Way Consent Agreement, which said documents are attached to the PSA as Exhibits "C" and "D", respectively; and

WHEREAS, Town Staff has determined that it is in the best interest of the Town to (i) purchase the Land; (ii) grant an easement in favor of FPL ("Easement"); and (iii) enter into the Right of Way Consent Agreement ("ROW Consent Agreement"); and

WHEREAS, this purchase is unfunded in the current fiscal year 2014-2015 budget, and the Town desires to provide funds for this project from its General Fund and its Transportation Fund.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the purchase of the Land in accordance with the terms and conditions of the PSA, in substantial form as attached hereto as Exhibit "A".

SECTION 3. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into the PSA with FPL, in substantially the form attached hereto as Exhibit "A", with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 4. The Town Council hereby further approves the Easement and ROW Consent Agreement.

SECTION 5. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to execute and deliver any and all documents as may be required in connection with effecting the foregoing transactions, including but not limited to an Agreement for Purchase and Sale; the Easement, ROW Consent Agreement; affidavits; closing and/or settlement statements, as well as any other documents required to further effectuate the intent of this Resolution.

SECTION 6. In accordance with the Town's Charter, the budget adopted in Ordinance 2014-006 is hereby amended by increasing the General Fund and Transportation Fund; Reappropriated Fund Balance (001-0000-399-39900), and transfer from the General Fund (101-0000-381-38101) revenue accounts, respectively by \$12,756.60 and increasing the General Fund and Transportation Fund; transfer to the Transportation Fund (001-3900-581-91101) and Land-ROW Easement (101-5100-541-61100) expenditure accounts, respectively by \$12,756.60.

SECTION 7. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 8. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida,

this 27th day of August, 2015, on a motion by Council Member Jim Breitkreuz,

and seconded by Council Member McKay.

Nelson	<u>Yes</u>	Ayes	<u>5</u>
Fisikelli	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
McKay	<u>Yes</u>		

ATTEST:

Jeff Nelson
Jeff Nelson, Mayor

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Pollakoff
Keith M. Pollakoff, Esq., Town Attorney

112628046.1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“**Agreement**”) is made this 14th day of September, 2015, between Florida Power & Light Company, a Florida corporation (“**Seller**”) and the Town of Southwest Ranches (“**Buyer**”).

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property upon the terms and conditions hereinafter set forth:

1. **Description of Property.** Seller has fee simple title to that certain real property located in Broward County, Florida, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (“**Property**”).

2. **Purchase Price; Deposit; Cash Balance.** The total purchase price for the Property (“**Purchase Price**”), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be the sum of Twelve Thousand Seven Hundred Fifty Six and 60/100 Dollars (\$12,756.60). The Purchase Price shall be payable as follows:

2.1 **Deposit.** Five Thousand and No/100 Dollars (\$5,000.00) (“**Deposit**”) shall be paid and delivered by Buyer in immediately available U.S. funds by wire transfer to Chicago Title Insurance Agency, Inc., 3607 East Commercial Boulevard, Fort Lauderdale, Florida 33308 (“**Escrow Agent**” and “**Title Agent**”) within five (5) business days after the Effective Date (as defined below in Section 3). Escrow Agent agrees to hold the Deposit in escrow in accordance with the terms of this Agreement.

2.2 **Cash Balance.** Seven Thousand Seven Hundred Fifty Six and 60/100 Dollars (\$7,756.60), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be paid and delivered by Buyer at or prior to the Closing (as defined below in Section 4) in immediately available U.S. funds by wire transfer to Escrow Agent (“**Cash Balance**”).

If this transaction closes, the Deposit shall be credited against the Purchase Price due hereunder or, in the event this transaction does not close, the Deposit shall be disbursed as otherwise provided herein. Following the expiration of the Inspection Period (as defined below in Section 10), the Deposit shall be non-refundable to Buyer except as may be otherwise expressly provided in this Agreement.

3. **Time for Acceptance & Effective Date.** This offer shall expire and become null and void unless Seller receives a fully executed counterpart from Buyer on or before August 27, 2015 at 5:00 p.m., Eastern Time, whereupon after that time, this Agreement shall be null and void and of no further force and effect unless Seller otherwise agrees to extend such time period. Execution and delivery shall be defined as the receipt of the fully executed Agreement by Seller by means of the U.S. Mail, delivery by a nationally recognized overnight delivery service, hand delivery or email transmission. In the event delivery is by email transmission, the party delivering this

Agreement shall deliver to the other party an original copy of the fully executed Agreement within two (2) business days from the date of such email transmission; provided, however, failure to do so shall not affect the validity of the execution and delivery of this Agreement. The date of this Agreement, for purposes of performance, shall be the date when the last one of Seller or Buyer has signed this Agreement, as stated on the signature page (the “**Effective Date**”).

4. **Closing.** This transaction shall be closed and the deed, other closing instruments and possession shall be delivered to Buyer on or before thirty (30) days following the expiration of the Inspection Period (“**Closing**” or “**Closing Date**”), unless extended by other provisions of this Agreement. The precise time and place of Closing shall be determined by Seller and Seller shall have the right to effect the Closing via a “mail away” closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Escrow Agent).

Upon written notice to Buyer delivered prior to the Closing Date, Seller may extend the Closing Date for up to fourteen (14) business days (“**Closing Extension Date**”) to secure the partial release of the Mortgage and Deed of Trust with Deutsche Bank Trust Company Americas, which encumbers the Property (“**Mortgage**”). If Seller is unable to secure the partial release of the Mortgage prior to the expiration of the Closing Extension Date, Buyer has the option to either (i) further extend the Closing Date as needed for Seller to secure the partial release of the Mortgage, or (ii) cancel this Agreement upon delivering written notice to Seller, whereupon the Deposit shall be returned to Buyer, and the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Agreement.

5. **Executive Management/Board of Directors’ Approval.** Buyer understands and agrees that, while this Agreement bears the execution of Seller, final approval of the transaction contemplated herein rests with Seller’s Executive Management and/or Board of Directors, and such final approval cannot be obtained until, on/or about forty-five (45) days from the Effective Date. Buyer further understands and agrees that upon notification by Seller that this Agreement has not been approved by Seller’s Executive Management and/or Board of Directors, this Agreement shall be deemed immediately cancelled and of no further force and effect and without Seller being obligated for any loss or damage to Buyer whatsoever other than the refund of Buyer’s Deposit. Without limiting the generality of the foregoing, Buyer expressly understands and agrees that this Agreement may be disapproved by Executive Management and cancelled as provided above without this Agreement being submitted to Seller’s Board of Directors. For purposes of this clause, the term “**Executive Management**” shall mean the Vice President or other officer of Seller who is directly responsible to the President of Seller for the management of Seller’s real estate assets. In the event Seller’s Executive Management and/or Board of Directors disapprove this Agreement and the transaction contemplated herein, this Agreement shall be deemed terminated, whereupon Escrow Agent shall return the Deposit to Buyer, and the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Agreement.

6. **Documents for Closing.** Buyer hereby expressly agrees that title to the Property shall be conveyed from Seller to Buyer by Special Warranty Deed in the form of Exhibit B attached hereto and by this reference made a part hereof. At Closing, Buyer will execute for recording a perpetual utility easement in favor of Seller over the a portion of the Property to be identified during

the Inspection Period for maintenance of Seller's facilities in the form of Exhibit C attached hereto and by this reference made a part hereof. Seller shall deliver at Closing the affidavit in the form attached hereto as Exhibit D and by this reference made a part hereof, together with a corporate incumbency certificate. At Closing, Seller and Buyer shall each also execute a Closing Statement and appropriate resolutions and approvals approving the sale and purchase, respectively, of the Property.

7. **Expenses.** Documentary stamps which are required to be affixed to the deed, the cost of recording the deed and any additional documents to be recorded at Closing (including, but not limited to, the easement and consent referenced in Section 6 above and any corrective instruments), the cost of an owner's title insurance policy, including all abstracts and related costs, the cost of any survey obtained by Buyer, all expenses and charges in connection with Buyer's inspections of the Property, and the cost associated with obtaining Seller's partial release of mortgage shall be paid by the Buyer. Each party shall pay its own legal fees except as provided in Section 20 below.

8. **Prorations.** The real estate taxes for the year in which the transaction is closed shall be prorated as of the date of Closing taking into account the maximum allowable discount and the pro rata amount thereof shall be credited against the balance of the Purchase Price. The proration shall be based upon the previous year's taxes, if the current year's assessment is not available. Seller shall pay all assessments and liens for public improvements against the Property, if any, which are, as of the date of Closing, certified liens. Buyer shall assume and pay all assessments and liens, if any, for public improvements which become certified subsequent to the date of Closing. Either party may request and shall be entitled to a reparation of taxes when the actual amount for the year of Closing is levied.

9. **Title Evidence.** Buyer shall be responsible for obtaining at its expense, within thirty (30) days from the Effective Date, a title insurance commitment from Title Agent to satisfy itself that Seller owns the Property. Buyer shall have until the expiration of the Inspection Period to notify Seller of any title or survey defects (the "**Title Defects**") to which Buyer objects (the "**Title Defect Notice**"). If Buyer fails to so notify Seller prior to the expiration of the Inspection Period, Buyer shall be deemed to have accepted title to the Property in its existing condition. If Buyer timely delivers the Title Defect Notice to Seller, then Seller shall, within five (5) business days, notify Buyer of any Title Defects which Seller intends to cure and those that it is unable or unwilling to cure, it being understood that Seller has no obligation to do so as provided in the following paragraph. In the event that Seller fails to notify Buyer, in writing, of Seller's intention to cure any Title Defects, Seller shall be deemed to have elected not to cure such Title Defects.

Notwithstanding any provision contained in this Agreement to the contrary, expressed or implied, Seller shall have no obligation whatsoever to correct any Title Defect of any kind (except such Title Defects as may be created by Seller subsequent to the Effective Date of this Agreement) or any liens affecting the Property unless Seller elects to do so, nor shall Buyer be entitled to any reduction in Purchase Price or set off against the Purchase Price by reason of same. If any Title Defect is disclosed by Buyer to Seller as provided above, and if Seller elects not to correct such Title Defect, then Buyer shall have the option, as its sole remedy, of (i) accepting the title as it then is; or (ii) demanding a refund of the Deposit which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. As to those Title

Defects agreed to be cured by Seller in writing, curing such Title Defects shall be a condition precedent to Buyer's obligation to close and shall be cured and removed by Seller on or before the Closing Date, provided that Seller shall have the right to extend the Closing Date for an additional thirty (30) days as to such matters. If Seller fails to remove, discharge or correct the agreed Title Defects as of the Closing Date (subject to the thirty (30) day extension), then Buyer, at its option, as its sole remedy, may either (x) accept the title as it then is; or (y) demand a refund of the Deposit which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement.

10. **Inspection.** Buyer, its agents or employees, shall have the right to enter upon the Property for surveys and inspections for a period of forty-five (45) days following the Effective Date (the "**Inspection Period**"); provided, however, prior to such entry, Buyer shall have provided to Seller evidence of public liability insurance satisfactory in all respects to Seller covering accidents or injuries which may occur on said Property. Buyer agrees to leave said Property in the state approximating its present condition, to indemnify and hold Seller harmless from any and all damage to said Property, and to indemnify and hold Seller harmless from and against any and all claims, losses, damages, injuries (including death), liabilities and causes of action, and all costs and expenses attributable thereto, including attorneys' fees (including such fees for pretrial, trial and appellate matters), whether or not due to or caused by the negligence of Seller, resulting from or arising out of or in connection with Buyer's exercise of its rights under this Section. In the event any tests or inspections reveal anything that render the Property unusable for Buyer's intended use, in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement prior to the expiration of the Inspection Period, whereupon the Deposit shall be returned to Buyer, and the parties shall be released from any further obligations or liabilities hereunder, except for those that expressly survive the termination of this Agreement. The Closing of this transaction is contingent upon approval by Buyer's Town Council. Buyer shall have until the expiration of the Inspection Period to obtain said Town Council approval.

11. **Representations.** By its execution hereof, Buyer understands and agrees that Seller has made no representations or warranties as to the quantity, quality or condition of the Property described herein, the suitability of the zoning thereof, or the availability of permits relating thereto and Buyer acknowledges that Buyer has fully examined said Property prior to the date hereof and that Buyer will not be relying upon any representation or inducement that may have been made by Seller or Seller's representatives, agents or employees with respect to the quantity, quality or with respect to the present or future condition, environmental or otherwise, zoning or permitting of said Property.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY BUYER) WITH RESPECT TO THE PROPERTY OR THE PROPERTY'S CONDITION OR THE CONSTRUCTION, PROSPECTS, OPERATIONS OR RESULTS OF OPERATIONS OF THE PROPERTY. THE DISCLAIMERS HEREOF SPECIFICALLY EXTEND TO, WITHOUT

LIMITATION, (1) MATTERS RELATING TO HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS, (2) GEOLOGICAL CONDITIONS, (3) DRAINAGE, (4) SOIL CONDITIONS, (5) ZONING AND SUBDIVISION AND COMPLIANCE WITH ZONING AND SUBDIVISION LAWS, (6) THE VALUE AND PROFIT POTENTIAL OF THE PROPERTY, AND (7) DESIGN, QUALITY, SUITABILITY, STRUCTURAL INTEGRITY AND PHYSICAL CONDITION OF THE PROPERTY AND COMPLIANCE OF THE PROPERTY WITH ANY LAWS (INCLUDING BUILDING CODES AND SIMILAR LAWS, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE FAIR HOUSING AMENDMENTS ACT OF 1988, ALL AS APPLICABLE). BUYER IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, DEFECTS OR OTHER ADVERSE MATTERS.

TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NEVER TO COMMENCE OR PROSECUTE, OR CONSPIRE OR COLLUDE WITH OTHERS TO COMMENCE OR PROSECUTE, AGAINST SELLER, AND/OR SELLER'S PARTNERS, MEMBERS, PRINCIPALS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES, ANY ACTION OR OTHER PROCEEDING BASED UPON ANY CLAIM SPECIFICALLY RELEASED IN THIS SECTION 11. THIS RELEASE SHALL BE DEEMED REAFFIRMED AT THE CLOSING.

THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

12. **Nature of Transaction.** Buyer and Seller agree that the transaction contemplated herein is one "in gross" and not "per acre" or "per square foot", and any deficiency or surplus which may be determined to exist in regard to the quantity of the Property described herein shall not affect the Purchase Price set forth in this Agreement.

13. **Remedies on Default of Buyer.** In the event Buyer is in default under or in breach of any of its terms, covenants, conditions, warranties, representations or obligations hereunder, then at the option of Seller, and as Seller's sole and exclusive remedy, Escrow Agent shall deliver the Deposit to Seller and it shall become the property of Seller, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and the parties shall thereupon be relieved and released from all other and further obligations under this Agreement, except for the obligations of indemnification (if any) which expressly survive this Agreement.

14. **Remedies on Default of Seller.** In the event Seller refuses or fails to convey the Property to Buyer in violation of Seller's obligations hereunder for any reason other than a default by Buyer under this Agreement, or shall otherwise be in default of its obligations hereunder, then Buyer may, at its option and as its sole and exclusive remedy, terminate this Agreement and receive a full refund of the Deposit held by Escrow Agent. The foregoing shall be the sole and exclusive remedy available to Buyer. In no event shall any member, officer, director, agent or employee of Seller or its partners be personally liable for any of Seller's obligations under this Agreement or the documents to be delivered at the Closing. Without limiting the generality of the foregoing, for all purposes hereof, Buyer waives its right to seek, plead or obtain any judgment for any remedies or damages not specifically contained herein, including, without limitation, consequential, compensatory, punitive, or any other damages.

15. **Condemnation.** In the event of the institution of any proceedings, or if subject to a bona fide threat of such proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by Eminent Domain, Seller may cancel this Agreement, whereupon any Deposit shall be returned to Buyer and this Agreement thereupon shall be of no further force and effect.

16. **Survey.** Within forty-five (45) days of the Effective Date, Buyer shall, at its sole cost and expense, provide Seller with a copy of a final survey of the Property. The final survey shall include the location of the utility easement referenced as Exhibit "C" in Section 6 above.

17. **Provisions to be Included on Special Warranty Deed.** Buyer understands and agrees that the following provisions will be included and made a part of Seller's conveyance by Special Warranty Deed of the Property: BY ACCEPTANCE HEREOF, GRANTEE(S) ACKNOWLEDGE(S) THAT THE PROPERTY IS ADJACENT TO REAL AND PERSONAL PROPERTY OWNED BY GRANTOR AND USED BY IT AS A PUBLIC UTILITY CORPORATION OF THE STATE OF FLORIDA, AND GRANTEE(S) ACCEPT(S) THE CONVEYANCE OF THE PROPERTY WITH THIS FULL KNOWLEDGE AND SUBJECT TO THE USE OF THE GRANTOR'S ADJACENT LAND AND PERSONAL PROPERTY FOR SUCH PURPOSES OR ANY OTHER LEGALLY AUTHORIZED USE.

18. **Seller's Contingency to Closing.** In addition to the easement to be granted to Seller at Closing, Buyer covenants and agrees that it shall not develop such easement area until Seller has approved the plans and specifications for such construction. Any approval or denial shall be provided by Seller to Buyer within forty-five (45) days of receipt of Buyer's written request. Notwithstanding the foregoing, the parties acknowledge that all plans and specifications must be satisfactory to the applicable governmental approving authority and Seller. The provisions of this paragraph shall survive Closing.

19. **Brokerage.** The parties hereby each represent and warrant to the other that no broker or finder has been engaged by it in connection with this transaction. In the event any claim for any brokerage commission or fee is asserted against Seller or Buyer in connection with this transaction from anyone, the party at fault shall indemnify, save harmless and defend the other party from and against such claim (including reasonable attorney, paralegal and expert fees and disbursements in all proceedings and at all levels of proceedings). This provision shall survive Closing or termination of this Agreement.

20. **Attorneys' Fees and Costs.** In the event either party hereto shall default in the performance of any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs, charges and expenses of enforcement, including reasonable attorneys' fees incurred in a trial or appellate proceeding.

21. **Parties in Interest.** All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and assigns of Buyer and Seller.

22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the

parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Seller and Buyer.

23. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

24. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail providing a transmission receipt or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:00 p.m. on the next ensuing business day after transmission.

Seller: Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408
Attn: Corporate Real Estate

With a copy to Florida Power & Light Company
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408
Attn: Seth S. Sheitelman
E-mail: seth.sheitelman@fpl.com

Buyer: Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
Attn: Andrew D. Berns, Town Administrator
Telephone: 954-434-0008
E-Mail: aberns@southwestranches.org

With a copy to: Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, Florida 33301
Attn: Carol Capri Kalliche, Attorney at Law
Email: ckalliche@arnstein.com

25. **Insertion of Corrections or Modifications.** Typewritten or handwritten provisions inserted on this Agreement or on the exhibits hereto (and initialed by the parties) shall control all printed provisions in conflict therewith.

26. **Time.** Time is of the essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

27. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement.

28. **No Assignment.** The rights of Buyer hereunder may not be assigned by Buyer without the prior written consent of Seller.

29. **Agreement not to be Recorded.** This Agreement shall not be recorded in any public records by either party hereto.

30. **Advice of Counsel.** Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

31. **Jurisdiction; Jury Trial Waiver.** ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY IN THE FEDERAL OR STATE COURTS IN BROWARD COUNTY, FLORIDA; AND EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION TO THE VENUE AND JURISDICTION OF SUCH COURTS. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BUYER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO SELLER IN ENTERING INTO THIS AGREEMENT AND THAT BUYER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

32. **Radon Gas.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Buyer hereby acknowledges, the following notification:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

33. **Risk of Loss.** In the event of casualty at the Property, and the cost for repair of such casualty is estimated by Seller to exceed twenty percent (20%) of the Purchase Price ("**Damage Threshold Amount**"), then Seller may, at its option, either (i) terminate this Agreement, or (ii) elect to repair the Property to the condition immediately prior to such casualty before the Closing Date (and the Closing Date shall be extended if necessary to provide for such repair). If Seller fails to make any such election within twenty (20) days of its knowledge of the casualty, then Buyer shall

have the option, to be exercised within five (5) days after the date of receipt of Seller's notice of such damage (and the Closing Date shall be extended if necessary to provide for such five (5) day period), to either (x) terminate this Agreement, in which case the Escrow Agent shall return the Deposit to Buyer and no party shall have any further liabilities or obligations to any other party under this Agreement, except with respect to those that expressly survive the termination hereof, or (y) elect to proceed with the Closing, in which case Seller shall assign all rights to receive insurance proceeds for such casualty to Buyer and pay or credit to Buyer the amount of any deductible and any proceeds received by Seller and unexpended for repairs.

Buyer is bound to purchase the Property as required by the terms of this Agreement without regard to the occurrence or effect of any damage to or destruction of the Property, provided that the occurrence of any damage or destruction to the Property involves repair costs equal to or less than Damage Threshold Amount and in such event Seller shall assign all rights to receive insurance proceeds for such casualty to Buyer and pay or credit to Buyer the amount of any deductible and any proceeds received by Seller and unexpended for repairs.

34. **Construction.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

35. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

36. **Confidentiality.** Buyer agrees to treat all information received with respect to the Property, whether such information is obtained from Seller or from Buyer's own due diligence investigations, in a confidential manner. Buyer shall not disclose any such information to any third parties, other than such disclosure to Buyer's counsel, consultants, accountants and advisers as may be required in connection with the transactions contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement) or as otherwise required to disclose by law. Seller and Buyer agree to keep this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter of this Agreement prior to Closing without the written consent of the other party.

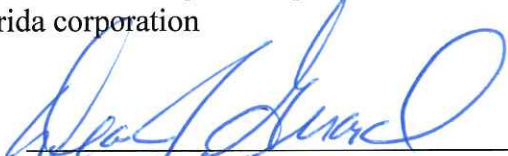
37. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorneys' fees and paralegals' fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent

jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

IN WITNESS WHEREOF, Seller and Buyer have caused these presents to be executed, all of which has been done on the date shown below for each party.

Seller:

Florida Power & Light Company,
a Florida corporation

By:  _____

Name: Dean J. Girard


Title: Director, Corporate Real Estate

Date: 9/14/15

Buyer:

TOWN OF SOUTHWEST RANCHES

By: 
Jeff Nelson, Mayor

By: 
Andrew D. Berns, Town Administrator

ATTEST:


Russell Muñiz, MBA, MMC, Town Clerk

Dated this 27th day of August, 2015

APPROVED AS TO FORM
AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney

Agreed to and Accepted:

Escrow Agent:

Chicago Title Insurance Agency, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
To Agreement of Purchase and Sale

NOTE: LEGAL DESCRIPTION SUBJECT TO CHANGE BASED UPON ANY ERRORS OR DISCREPANCIES REVEALED BY A SURVEY OF THE SUBJECT PROPERTY.

Legal Description of Property

A STRIP OF LAND 30 FEET IN WIDTH, BEING A PORTION OF TRACT 53 AND A PORTION OF TRACT 60, THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID TRACT 60, SAID SOUTH BOUNDARY LYING 10 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER (SW1/4) OF SAID SECTION 25;

BOUNDED ON THE WEST BY A LINE 40 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4);

BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 31528, PAGE 1048 OF SAID PUBLIC RECORDS, SAID SOUTH BOUNDARY LYING 120 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH RIGHT OF WAY LINE FOR THE NEW RIVER CANAL;

BOUNDED ON THE EAST BY THE EAST BOUNDARIES OF SAID TRACT 53 AND SAID TRACT 60, SAID EAST BOUNDARIES LYING 10 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4).

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 28,348 SQUARE FEET OR 0.651 ACRES MORE OR LESS.

EXHIBIT B
To Agreement of Purchase and Sale

Prepared by and return to:
Seth S. Sheitelman, Esquire
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

Parcel Identification No.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this ____ day of _____, 20__ by Florida Power & Light Company, a Florida corporation (“**Grantor**”), having a mailing address at 700 Universe Boulevard, Juno Beach, Florida 33408-0420, to the Town of Southwest Ranches, a Florida municipal corporation (“**Grantee**”), having a mailing address at 13400 Griffin Road, Southwest Ranches, Florida 33330.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release, convey and confirm and forever specially warrants to Grantee all its right, title, and interest in and to that certain land, situated in Broward County, Florida and more particularly described on **Exhibit “A”** attached hereto and by this reference expressly made a part hereof (“**Property**”).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to: real property taxes for the current year and all subsequent years, comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority, conditions, restrictions, covenants, reservations and easements of record, if any, but without intent to reimpose same; and further subject to an easement from Grantee to Grantor of even date to be recorded simultaneously herewith.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

BY ACCEPTANCE HEREOF, Grantee acknowledges that the Property is adjacent to real and personal property owned by Grantor and used by it as a public utility corporation of the State of Florida, and Grantee accepts the conveyance of the Property with full knowledge and subject to the use of Grantor’s adjacent land and personal property for such purposes or any other legally authorized use.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written

Executed in the presence of:

Grantor:

Florida Power & Light Company,
a Florida corporation

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____, of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A
To Special Warranty Deed

NOTE: LEGAL DESCRIPTION SUBJECT TO CHANGE BASED UPON ANY ERRORS OR DISCREPANCIES REVEALED BY A SURVEY OF THE SUBJECT PROPERTY.

Legal Description of Property

A STRIP OF LAND 30 FEET IN WIDTH, BEING A PORTION OF TRACT 53 AND A PORTION OF TRACT 60, THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID TRACT 60, SAID SOUTH BOUNDARY LYING 10 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER (SW1/4) OF SAID SECTION 25;

BOUNDED ON THE WEST BY A LINE 40 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4);

BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 31528, PAGE 1048 OF SAID PUBLIC RECORDS, SAID SOUTH BOUNDARY LYING 120 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH RIGHT OF WAY LINE FOR THE NEW RIVER CANAL;

BOUNDED ON THE EAST BY THE EAST BOUNDARIES OF SAID TRACT 53 AND SAID TRACT 60, SAID EAST BOUNDARIES LYING 10 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4).

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 28,348 SQUARE FEET OR 0.651 ACRES MORE OR LESS.

EXHIBIT C
To Agreement of Purchase and Sale

Prepared by and after Recording

Return to:

Seth S. Sheitelman, Esq.
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that the Town of Southwest Ranches, a Florida municipal corporation, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 ("**Grantor**") in considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns ("**Grantee**") (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "**facilities**"), over, under, in, on, upon and across the lands of the Grantor situated in the County of Broward and the State of Florida and being more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Easement Area**");

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements

for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, Grantor has executed this Agreement this ____ day of _____, 20____.

Grantor:

TOWN OF SOUTHWEST RANCHES,
a Florida municipal corporation

By: _____
Jeff Nelson, Mayor

By: _____
Andrew D. Berns, Town Administrator

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

Dated this ____ day of August, 2015

APPROVED AS TO FORM
AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On this ____ day of _____, 2015 before me, the undersigned notary public, personally appeared Jeff Nelson, as Mayor and Andrew D. Berns, as Town Administrator of Town of Southwest Ranches, personally known to me to be the persons who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of the Town and that they are duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
Print name: _____
Commission No.: _____

EXHIBIT A
To Easement

Legal Description of Easement Area

NOTE: LEGAL DESCRIPTION SUBJECT TO CHANGE BASED UPON ANY ERRORS OR DISCREPANCIES REVEALED BY A SURVEY.

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BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID TRACT 60, SAID SOUTH BOUNDARY LYING 10 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER (SW1/4) OF SAID SECTION 25;

BOUNDED ON THE WEST BY A LINE 40 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4);

BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 31528, PAGE 1048 OF SAID PUBLIC RECORDS, SAID SOUTH BOUNDARY LYING 120 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH RIGHT OF WAY LINE FOR THE NEW RIVER CANAL;

BOUNDED ON THE EAST BY THE EAST BOUNDARIES OF SAID TRACT 53 AND SAID TRACT 60, SAID EAST BOUNDARIES LYING 10 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW1/4).

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 28,348 SQUARE FEET OR 0.651 ACRES MORE OR LESS.

EXHIBIT D
To Agreement of Purchase and Sale

Affidavit of Seller

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared _____ (“Affiant”), who, being by me first duly sworn, deposes and says:

1. That Affiant is _____ of Corporate Real Estate of Florida Power & Light Company, a Florida corporation (“**Seller**”), owner of the property described in **Exhibit A** attached hereto as a part hereof (“**Property**”) and that Affiant has personal knowledge of the matters set forth in this Affidavit.
2. That Seller is not a foreign person as that term is defined in Section 1445(f)(3) of the Internal Revenue Code.
3. That Seller’s United States Taxpayer Identification Number is 59-0247775; and that Seller’s United States address is: P.O. Box 14000, Juno Beach, FL 33408-0420.
4. That no one has any adverse interest, claim or possession in and to the Property.
5. That no work has been done on or about the Property within the last ninety (90) days which would constitute a mechanics’ or materialmen’s lien against the Property and that there are no such liens either recorded or unrecorded.
6. To Affiant’s knowledge, there are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the issuance of the title insurance commitment issued by Chicago Title Insurance Agency, Inc., as agent for Chicago Title Insurance Company, with an effective date of _____ and the time of recording of the instruments evidencing the fee simple or other interests in the Property by Town of Southwest Ranches (“**Buyer**”); and that Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

FURTHER AFFIANT SAYETH NAUGHT.

Print name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public, State of Florida

Printed name of Notary

EXHIBIT A
To Affidavit of Seller

Legal Description of Property

A STRIP OF LAND 30 FEET IN WIDTH, BEING A PORTION OF TRACT 53 AND A PORTION OF TRACT 60, THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 28,348 SQUARE FEET OR 0.651 ACRES MORE OR LESS.