

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2021 by and between the **City of Tamarac**, a Florida municipal corporation, whose address for purposes of this contract is 7525 NW 88th Avenue, Tamarac, FL, 33321 ("BUYER" or "PURCHASER") and **Emmanuel Apostolic Ministries Inc.**, whose business address is 4949 N State Road 7, Tamarac, FL, 33319 ("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 real property located at 4949 N State Road 7, Tamarac, FL, 33319 and any appurtenances thereto (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. It is mutually understood that the execution of this Agreement by PURCHASER constitutes conditional acceptance and is subject to final acceptance and approval by the City Commission of the City of Tamarac pursuant to the necessary vote at a duly called City Commission meeting no later than forty-five (45) days from the date of execution of this Agreement by the parties. The delivery of the Deed (as hereinafter defined) to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3 Closing Date. The Closing Date shall occur within sixty (60) days subsequent to the expiration of the Inspection Period as hereinafter defined, subject to the approval of the City Commission.

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

1.5 Earnest Money. The sum of SEVENTY-FIVE THOUSAND and 00/100 Dollars (\$75,000.00) will be delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set

forth herein.

1.6 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by the last of either the SELLER, PURCHASER and Escrow Agent (as hereinafter defined).

1.7 SELLER'S Address. SELLER'S mailing address is 4949 N State Road 7, Tamarac, FL, 33319.

1.8 PURCHASER'S Address. PURCHASER'S mailing address is 7525 NW 88th Avenue, Tamarac, FL, 33321.

1.9 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, SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for the total Purchase Price ("Purchase Price") of NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$900,000.00), subject to credits, prorations, and adjustments as provided in this Agreement and upon the terms and conditions hereinafter set forth.

2.1 Deposit of Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit, and cause to be placed in an escrow account maintained by the Escrow Agent the amount of SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$75,000.00) to be paid in the manner described below ("Earnest Money"). PURCHASER's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent.

Within two (2) business days of PURCHASER's execution of this Agreement, TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00) of the Earnest Money shall be deposited with

a mutually acceptable Escrow Agent. An additional FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) of the Earnest Money shall be deposited with Escrow Agent within three (3) business days following the expiration of the Inspection Period. The first (\$25,000.00) deposit is referred to as the "Inspection Period Deposit", and the second deposit of (\$50,000.00), along with the Inspection Period Deposit, shall be referred to as the "Contract Deposit". If PURCHASER has not terminated the Contract on or before end of the Inspection Period, and then fails to close for any reason, SELLER may seek specific performance against PURCHASER, or SELLER may terminate this Agreement in which case all rights and obligations of the parties hereunder shall terminate except SELLER shall retain the Inspection Period Deposit. PURCHASER and SELLER hereby appoint Jennifer Levin, P.A., Special Counsel to Ottinot Law, P.A., 5944 Coral Ridge Drive, PM #201, Coral Springs, Florida 33076, to act as the Escrow Agent for the transaction contemplated by this Agreement and to hold the Earnest Money in escrow subject to the terms of this Agreement.

PURCHASER'S obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver fee simple title to the Property free and clear of all liens, easements, covenants, rights-of-way, reservations, restrictions, tenancies, mineral interests and any other encumbrances of whatsoever nature (herein collectively called the "Encumbrances").

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price (Purchase Price less the Earnest Money Deposits) to SELLER at Closing pursuant to the terms of this Agreement by wire transfer of readily negotiable funds to an account identified in writing by SELLER. At the Closing, the Earnest Money shall be applied towards the Purchase Price, that is, the Escrow Agent shall disburse the Earnest Money to SELLER as a part of the Purchase Price.

3. INSPECTIONS.

PURCHASER, its agents, employees, and representatives shall have ninety (90) days from the Effective Date to perform inspections of the Property as the PURCHASER deems necessary (the "Inspection Period"). During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine that utility services including, water, wastewater, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and its

agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspection contemplated herein shall be determined by PURCHASER as deemed appropriate under the circumstances.

This Agreement is contingent upon PURCHASER, at PURCHASER'S sole cost and expense, obtaining and accepting a satisfactory Phase I Environmental Audit, and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) days for inspections. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during the Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement. In such event, PURCHASER shall provide written cancellation notice by mail or facsimile to SELLER and/or SELLER'S counsel and receive an immediate refund of all Earnest Money deposits hereto. Upon such termination, the Escrow Agent shall be authorized to deliver the Escrow Deposit, together with any interest earned, as directed by the PURCHASER, and the parties shall have no further rights or obligations pursuant to this Agreement. SELLER shall not be entitled to object to the disbursement of the Escrow Deposit in such event. Within ten (10) days after the Effective Date, SELLER shall provide PURCHASER with any and all relevant information relating to the Property which is in the SELLER'S possession, custody or control, including but not limited to all surveys, building plans, topographical maps, soil borings reports, agreements, environmental reports, leases, property tax bills, regulations and/or other governmental or quasi-governmental matters affecting the Property. In addition, SELLER shall deliver to PURCHASER any additional information with respect to the Property within five (5) calendar days upon request of PURCHASER.

PURCHASER shall restore any damage to the Property caused by PURCHASER'S inspection of the Property except in the event of any gross negligence or misconduct by SELLER or its agents. PURCHASER hereby indemnifies and holds SELLER harmless, to the limit of Section 768.28, Florida Statutes from all loss, cost or expense, resulting from PURCHASER'S inspection of the Property. Notwithstanding anything contained herein to the contrary, PURCHASER shall not indemnify or hold SELLER harmless with respect to, and PURCHASER shall not be required to, remove, remediate, dispose or otherwise deal with any 'Hazardous Substance', sampling derived from the Property containing Hazardous Substances which it finds in connection with its Due

Diligence Investigations of the Property.

4. SELLER'S REPRESENTATIONS.

PURCHASER acknowledges that the Property shall be sold in its "As Is" condition. SELLER shall not make any representations or warranties as to the condition of the property or its intended Use of the Property.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its 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) shall survive the Closing. PURCHASER shall be provided immediate notice as to the change to the following representations.

4.1 At all times from the Effective Date until the 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, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 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 or occupancy of the Property or any part thereof.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its 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 or assets of the SELLER 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, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. This

Agreement has been duly executed and delivered by SELLER and assuming due authorization, execution and delivery by PURCHASER, this Agreement constitutes the valid and binding obligations of SELLER. SELLER is duly created and validly existing pursuant to the laws of the jurisdiction of its organization or formation and is duly qualified to do business in the State of Florida where the Property is located.

4.4 SELLER represents that it will not, between the date of this Agreement and the Closing Date, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its 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 conclusion of the Inspection Period to the Closing Date.

4.6 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

All of the representations, warranties and covenants of SELLER contained in this Agreement delivered to PURCHASER 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. SELLER shall provide immediate notice to PURCHASER as to any changes to the above representations.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property, subject to the Permitted Encumbrances as determined by PURCHASER. PURCHASER shall, within ten (10) days of the commencement of the Inspection Period, secure a title insurance commitment (the "Title 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 ALTA form B title insurance commitment. The costs and expenses relative to the issuance of the Title Commitment and an owner's title policy shall be borne by the PURCHASER.

If PURCHASER objects to any exception to title as shown in the Title Commitment or in the survey referenced in Section 5.2 below, PURCHASER shall within fifteen (15) days of title evidence, notify SELLER in writing specifying the specific exception(s) to which it objects. SELLER may, but is not obligated to, cure any such objections. 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 notice of objections by PURCHASER. If SELLER so chooses to cure any of PURCHASER'S objections, SELLER shall send to PURCHASER a notice in writing stating that the objection has been cured or will be cured within the ten (10) day period and in such case enclosing evidence of such cure (a "cure notice"). If SELLER does not send a cure notice and/or does not cure any such objection within said ten (10) – day period, SELLER shall be deemed to have elected not to cure any of PURCHASER'S objections. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence or if SELLER is deemed to have elected not to cure any of PURCHASER'S objections, then PURCHASER may (a) terminate this Agreement by giving written notice to SELLER on or before the expiration of the Inspection Period, 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(s), in which event, any such uncured objection(s) shall be deemed to be Permitted Encumbrances. In addition, if PURCHASER gives SELLER proper notice of its objections and if SELLER is unable, or chooses not, to cure any such objections or is deemed to have elected not to cure any of PURCHASER'S objections and if PURCHASER fails to give notice of termination pursuant to this Section 5.1 on or before the expiration of the Inspection Period (based on SELLER'S inability or unwillingness to cure any or all of PURCHASER'S objections or based on SELLER'S being deemed to have elected not to cure any of PURCHASER'S objections), PURCHASER shall be deemed to have waived any such uncured objection(s).

5.2 Survey and Legal Description. Within fifteen (15) days after the Effective Date, PURCHASER at its own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, 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. 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 its 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, subject to the approval of the City Commission.

(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) Except as otherwise provided for in this Agreement, no action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

(d) The SELLER's business may occupy the Property until the date that is six (6) months after the Closing of the sale transaction under a leaseback agreement between the SELLER and PURCHASER. SELLER shall be required to pay for all expenses associated with occupying and operating the property during this period.

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) PURCHASER has not timely notified SELLER that it is not satisfied with the Inspection Period investigation conducted on the Property during the Inspection Period.

(b) SELLER has performed all covenant, agreements and obligations, and complied with all conditions required by this Agreement to convey fee simple title to the Property to PURCHASER in accordance with this Agreement, subject to the Permitted Encumbrances, prior to Closing.

(c) Approval of this Agreement by the City Commission of the City of Tamarac.

8. CONTINGENCIES.

PURCHASER's obligations under this Agreement are contingent upon the following:

8.1 That the PURCHASER is fully satisfied with its due diligence investigation conducted during the investigation period.

8.2 The conveyance of clear and marketable title to the Property to PURCHASER.

8.3 That the environmental audit is satisfactory and acceptable to PURCHASER

8.4 Two (2) appraisals of the Property acceptable to the PURCHASER. In the event the appraised value is LESS than the Purchase Price, then in that event the PURCHASER shall be afforded the right to seek a reduction in the Purchase Price by providing written notice to the SELLER. SELLER shall have ten (10) calendar days to accept (Acceptance Period) the reduced Purchase Price. Upon expiration of the ten (10) day Acceptance Period, should SELLER refuse to reduce the Purchase Price to the appraised value of the Property, PURCHASER may elect to close in accordance with the terms set forth in this Agreement or terminate the Agreement and immediately have all earnest monies returned to it and this Agreement shall be deemed null and void.

9. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Closing occurs. In the event the Property, or any part thereof, is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever after the Effective Date and prior to the Closing, either SELLER or PURCHASER may elect to terminate this Agreement by giving written notice thereof to the other party on or before the Closing Date, whereupon Escrow Agent shall return the Earnest Money to PURCHASER, and neither party hereto shall have any further rights or obligations hereunder. If neither party elects to terminate this Agreement on or before the Closing Date, and if the Closing proceeds and occurs in accordance with the terms of this Agreement, there shall be no adjustment in the Purchase Price, and neither party shall have any claims of any kind against the other party by reason of any such damage, destruction or taking prior to the Closing; provided, however, in the event of a taking prior to Closing and provided that the Closing occurs and neither party terminates this Agreement in accordance with the foregoing, SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards attributable to the loss of the land only, and SELLER shall retain any condemnation awards attributable to the loss of any other items or matters other than the loss of the land itself including, without limitation, condemnation awards attributable to the loss of any Improvements.

10. CLOSING DOCUMENTS.

At Closing, SELLER shall deliver to PURCHASER the Deed, a 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 fee simple title of the Property to PURCHASER, subject only to the Permitted Encumbrances. SELLER and PURCHASER each agree to provide reasonable affidavits and documentation to enable the deletion of all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Title Commitment at Closing. SELLER and PURCHASER each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

11. CLOSING COSTS, TAXES AND PRORATIONS.

At Closing, SELLER shall pay for the cost of state documentary stamps and surtax or other taxes (if any), if any, on the warranty deed or otherwise required to transfer and record the deed, any and all other costs and expenses of obtaining, all title corrective instruments (if any). Each party shall be responsible for their respective attorneys, professional fees and other costs associated with the transaction. In addition, PURCHASER will pay the cost of all title search fees, or other costs pertaining to the Title Commitment and for the title insurance premium on the Owner's Title Insurance Policy to be issued to PURCHASER pursuant to the Title Commitment in the amount equal to the Purchase Price.

11.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of Closing into escrow with the Broward County Revenue Collector.

11.2 SELLER'S Closing Costs. SELLER shall pay for the following items prior to or at the time of Closing:

a) any Documentary Stamps on the Warranty Deed as provided under Chapter 201, Florida Statutes;

b) cost of providing marketing title as provided herein.

11.3 PURCHASER'S Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

(a) Costs associated with appraisals, survey, environmental reports (phase I and phase II);

(b) Recording fees of the Warranty Deed;

(c) The Title insurance premium, issuance of the Title Commitment and the Title Insurance Policy and

(d) The balance of the Purchase Price after subtracting the Earnest Money (Deposits).

12. CLOSING DATE AND PLACE.

The Closing shall take place on the Closing Date at the City Hall at the City of Tamarac located at 7525 NW 88th Ave. Tamarac, FL 33321.

13. DEFAULT.

Except as otherwise provided in Section 4 above, in the event of a default by SELLER under this Agreement, PURCHASER shall have the right, as its sole and exclusive remedy hereunder, to either (a) terminate this Agreement and receive a refund of the Earnest Money and any accrued interest thereon as liquidated damages, or (b) seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement and SELLER is not in default hereunder, SELLER may seek specific performance against PURCHASER, or SELLER may terminate this Agreement in which case all rights and obligations of the parties hereunder shall terminate except SELLER shall retain the Inspection Period Deposit.

14. BROKER:

PURCHASER and SELLER warrant and represent that no other brokers are involved in this transaction other than Purchaser's broker, Colliers International, which is represented by Bastian Lagerbauer. The SELLER will pay to Colliers International the fees which are due to Colliers, which is a success fee equal to 6% of the gross purchase price upon successful closing. Each of the parties hereby indemnify and hold with harmless the other party for any misrepresentation or failure to act by the representing party in accordance with this paragraph.

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder other than Colliers International South Florida, LLC being collectively referred to herein as "Agents") in conjunction with this transaction who will be entitled to a fee or brokerage commission in accordance with Florida law. If the Closing of the sale of the Property by SELLER to PURCHASER pursuant to this Agreement is consummated and the Purchase Price funded, and not otherwise, SELLER shall pay to Agents' services in the amount of six percent (6%) of the Purchase Price.

SELLER shall indemnify and hold PURCHASER harmless from any and all liability,

claims, actions, damages or suit brought by or on behalf of Colliers International South Florida, LLC relative to a commission or fee sought as a result of the contemplated transaction.

15. ENFORCEABILITY/TIME IS OF THE ESSENCE.

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. **Time is of the essence of this Agreement;** however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

16. NOTICE.

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

If to Buyer: City of Tamarac
Attn: Michael Cernech, City Manager
7525 NW 88th Ave.
Tamarac, FL 33321
Email: Michael.Cernech@tamarac.org
Phone: 954-597-3516

With a copy to: Ottinot Law P.A.
Attn: Hans Ottinot, City Attorney
7525 NW 88TH Avenue
Tamarac, Florida 33321
Email: Hans.Ottinot@tamarac.org
Phone: 954-597-3527

And with a copy to: Colliers International
Attn: Bastian Lagerbauer
901 Northpoint Parkway | Suite 109
West Palm Beach, FL 33407
Email: bastian.lagerbauer@colliers.com
Phone: 561-281-6656

If to Seller: Emmanuel Apostolic Ministries Inc.
Attn: Leary M. Lewis and Cora R. Lewis

4949 N. State Rd. 7
Tamarac, FL 33319
Email:
Phone:

With a copy to:

17. 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.

18. ASSIGNABILITY.

PURCHASER may assign this Agreement.

19. ENTIRE AGREEMENT.

This Agreement states the entire agreement between the parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter of this Agreement. All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement, and neither SELLER nor PURCHASER is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

20. 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.

21. SUCCESSORS.

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

22. 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.

23. LITIGATION COSTS:

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

24. RADON GAS, HAZARDOUS SUBSTANCES and TOXIC WASTE:

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 health department.

SELLER represents and warrants that to the best knowledge of SELLER no hazardous substance or toxic waste is or has been stored upon the land or used in connection with the land, nor, to its knowledge are any hazardous substances or toxic waste or other pollutants contained upon or under the land or being discharged from the land directly or indirectly into any body of water. SELLER knows of no breach of applicable laws or regulations, nor of any underground tank located on or under the Property.

To SELLER's best knowledge, neither SELLER nor any of its affiliates have generated, recycled, reused, sold, stored, handled, transported or disposed of any Hazardous Materials on the Property during any period of time SELLER has had an interest in the Property. To the best of SELLER's knowledge, without making any independent investigation, the Property complies with all applicable local, state, federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Materials. In the event that PURCHASER discovers the existence of any Hazardous Materials within the Inspection Period, the PURCHASER shall, within seven (7) days following such discovery, notify the SELLER in writing ("Hazardous Materials Notice") of the existence of any Hazardous Materials.

Upon receipt of such notice from PURCHASER, the SELLER agrees to remediate the identifiable Hazardous Materials issue, provided however, that SELLER shall have no obligation to spend more than One Percent (1%) of the Purchase Price to cure any Hazardous Materials defects. In the event that SELLER is unable to satisfactorily remediate the Property to provide PURCHASER with a site that is satisfactory to PURCHASER and to permit PURCHASER to close on the Property, PURCHASER shall have the unilateral right to notify SELLER and to terminate this Agreement. If PURCHASER does not elect to exercise their unilateral right to terminate this Agreement, then any additional costs to remediate the Hazardous Materials shall be the sole responsibility of the PURCHASER.

25. JURY WAIVER.

PURCHASER and SELLER do hereby knowingly, voluntarily and intentionally waive their right to a trial by jury in respect of any litigation based hereon, or arising out of, or under, or in connection with this Agreement, the documents delivered by PURCHASER at Closing or seller at Closing, or any course of conduct, course of dealings, statements (whether oral or written) or any actions of either party arising out of or related in any manner with this Agreement or the property (including without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for parties to enter into and accept this Agreement and the documents delivered by PURCHASER at Closing and shall survive the Closing of termination of this Agreement.

26. RECORDATION.

Neither this Agreement nor any memorandum nor any other summary of this Agreement shall be placed in the Official Records of Broward County without the prior written consent of Seller.

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

PURCHASER:

City of Tamarac, a Florida municipal corporation



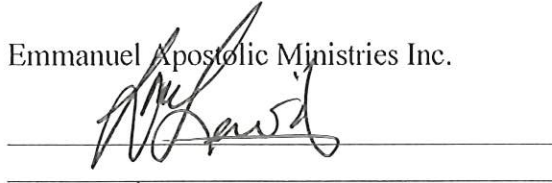
By: Michael C. Gernech

Title: City Manager

Signed on: 3/23/2021

SELLER:

Emmanuel Apostolic Ministries Inc.



By: LEARY M. LEWIS

Title: President CEO

Signed on: 3/25/2021

ESCROW AGENT:

Accepted and Agreed to:

By: _____

Signed on: _____

APPROVED AS TO FORM:

Hans Ottinot, City Attorney

**EXHIBIT "A" TO
AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY
(Legal Description)**

Parcel

+24,997 SF Land with +3,376 SF Property located at 4949 N State Road 7, FL 33319;
Folio Number: 4941-13-01-0046

(SUBJECT TO VERIFICATION BY CURRENT SURVEY OF THE PROPERTY)