TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director
Prepared by: Larry A. Peters, P.E., Town Engineer (954) 797-1113

SUBJECT: Ordinance

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM:
A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING CERTAIN RIGHTS OF WAY FROM GABRIEL BUITRAGO, PROPERTY OWNER; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF:
The Town Engineering Staff has determined that it is necessary for the benefit of the residents of the Town that certain roadway improvements be constructed. In order to accomplish this goal, the Town Staff has obtained from property owner, Gabriel Buitrago, the necessary rights of way needed by the Town for the improvements. Copies of the rights of way are attached to the accompanying Resolution and Town Council approval is necessary for the Town to accept from Mr. Buitrago the needed rights of way and to authorize the recordation of same in the Public Records of Broward County, Florida

PREVIOUS ACTIONS: None

CONCURRENCES: Reviewed by Town Attorney on August 18, 2004.

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S):
The Town Engineering Division recommends that the Town Council approve the attached Resolution and authorize acceptance of the rights of way and authorize recording of same in the Public Records of Broward County, Florida

Attachment(s): Resolution and rights of way

RESOLUTION R-2004- _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING CERTAIN RIGHTS OF WAY FROM PROPERTY OWNER GABRIEL BUITRAGO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie recognizes the need to construct and maintain certain roadway improvements located within the Town Limits' and

WHEREAS, it has been determined that such improvements will be a benefit to the Town and its residents; and

WHEREAS, the Town is in need of obtaining certain rights of way from property owner, Gabriel Buitrago, in order to accomplish these needed improvements; and

WHEREAS, the Town has received from property owner, Gabriel Buitrago, the necessary rights of way, copies of which are annexed hereto, which will enable the construction of the needed roadway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie, Florida does hereby authorize the Town to accept from the property owner the attached rights of way and to record same in the Public Records of Broward County, Florida.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption..

PASSED AND ADOPTED THIS _____ DAY OF_____ , 2004.

_____
MAYOR/COUNCILMEMBER

ATTEST:

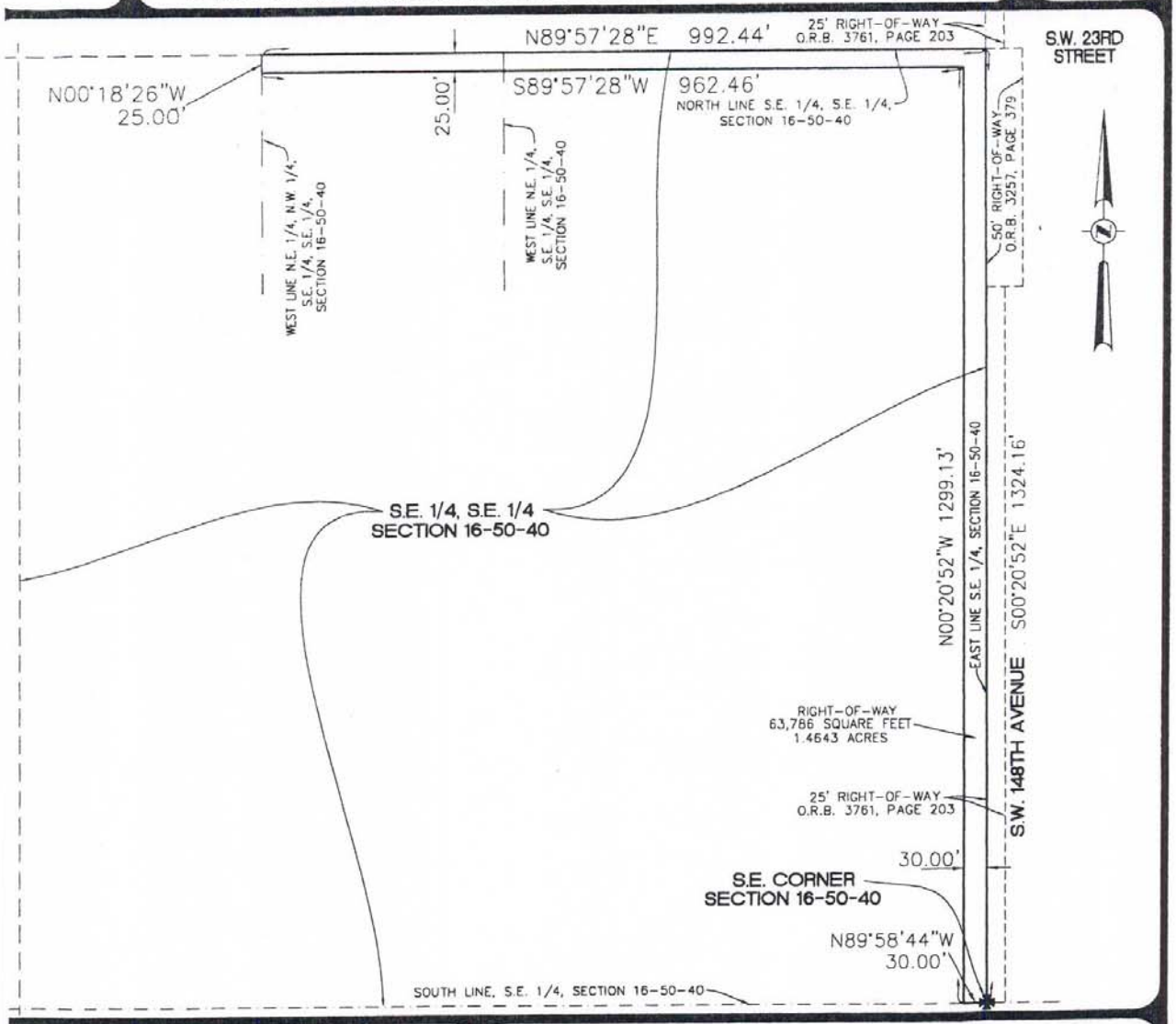
TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 2004.

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: SUMMA ENTERTAINMENT INC.
SCALE: 1"=200'
ORDER NO.: 45859B
DATE: 06/29/04
SOUTHWEST 148TH AVENUE
DAVIE, BROWARD COUNTY, FLORIDA
FOR: LIVING WATERS

SHEET ONE OF TWO SHEETS

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

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LEGAL DESCRIPTION: RIGHT-OF-WAY

THE NORTH 25.00 FEET, TOGETHER WITH THE EAST 30.00 FEET, OF THE EAST ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH THE NORTH 25.00 FEET OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST.
CONTAINING 63,786 SQUARE FEET, 1.4643 ACRES.

NOTES:

1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 16 BEING N02°20'52"W.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SUMMA ENTERTAINMENT INC.
SCALE: 1"=200'
ORDER NO.: 45859B
DATE: 06/29/04
SOUTHWEST 148TH AVENUE
DAVIE, BROWARD COUNTY, FLORIDA
FOR: LIVING WATERS

SHEET TWO OF TWO SHEETS

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: WARREN J LA CROIX OR OWNER OF RECORD ("Seller")
and GABRIEL BUITRAGO ("Buyer")
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: SW 148TH AVE , DAVIE FL
Legal Description:

NO LEGAL AVAILABLE AT THIS TIME. THE EAST 30 FT., RUNNING NORTH AND SOUTH AND THE NORTH 25 FT. RUNNING EAST AND WEST OF PROPERTY FOLIO NUMBER 5040-16-00-0042

including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: $ 80,000.00 payable by **Buyer** in U.S. funds as follows:

(a) $ 11,000.00 Deposit received (checks are subject to clearance) UPON ACCEPTANCE , _____ by _____ (Signature) for JOHN LA CROIX (Name of Company) ("Escrow Agent")

(b) $ 0.00 Additional deposit to be made by _____, _____ or ____ days from Effective Date.

(c) 0.00 Total Financing (see Paragraph **3** below) (express as a dollar amount or percentage)

(d) $ 0.00 Other: _____

(e) $ 69,000.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ **(f)** (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☑ **(a) Buyer** will pay cash for the Property with no financing contingency.

☐ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract. Upon cancellation, **Buyer** will return to **Seller** all title evidence, surveys and association documents provided by **Seller**, and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. **Buyer** will pay all loan expenses, including the lender's title insurance policy.

☐ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

☐ **(2) Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

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mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before OCTOBER 20, 2004, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other: _____

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) Title Evidence and Insurance: Check (1) or (2):

☑ **(1) Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☐ **Seller** ☑ **Buyer** will select the title agent. ☐ **Seller** ☑ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ **(2) Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check (1) or (2) below)*

☑ **(1) Feasibility Study: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for RIGHT OF WAY use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

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zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer,** its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer,** its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ **(2) No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer.** This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer.** Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as _____: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller,** then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller,** within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

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receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller,** within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Buyer,**" "**Seller,**" and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **16. Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **16**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation.** If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

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will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises **Buyer** and **Seller** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records unless Broker indicates personal verification of the representation. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Seller** and **Buyer** acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Neil Bloom	ROBERT FERNANDEZ
Real Estate Licensee	*Real Estate Licensee*
Keyes Company	REMAX PARTNERS
Broker / Brokerage fee: ($ or % of Purchase Price) 5%	*Broker / Brokerage fee: ($ or % of Purchase Price)* 5%

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer will make all road improvements with in 6 months of final Plat and site plan approval from the Town of Davie and Broward county. The name of the plat is Living Waters Estates .

Buyer will give Mr. La Croix the chance to bid on the road improvements require by the Town of Davie. And All clearing and development of the 10 Acres.
Funding will take place at closing.

This contract is contingent upon City of Davie accepting the right of way being purchased, and providing legal access to Mr. Buitrago's property.

Buyer (NF) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(**Check if applicable:** ☐ **Buyer** received a written real property disclosure statement from **Seller** before making this Offer.)

Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a copy delivered to **Buyer** no later than _____, ☐ a.m. ☐ p.m. on _____, _____, this offer will be revoked and **Buyer's** deposit refunded subject to clearance of funds.

Date: _____ **Buyer:** _____ Tax ID/SSN: _____
Print name: GABRIEL BUITRAGO

Date: _____ **Buyer:** _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____ _____

Date: _____ **Seller:** _____ Tax ID/SSN: _____
Print name: _____

Date: _____ **Seller:** _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____ _____

☐ **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a copy of the acceptance to **Seller** by 5:00 p.m. on _____, _____). ☐ **Seller** rejects **Buyer's** offer.

Effective Date: _____ **(The date on which the last party signed or initialed acceptance of the final offer.)**

Buyer (GB) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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OFFER AND ACCEPTANCE

(Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

Date: _____ Buyer: _____ Tax ID/SSN: _____
Print name: GABRIEL BUITRAGO

Date: _____ Buyer: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

Date: _____ Seller: Earline M. La Celeix Tax ID/SSN: _____
Print name: Earline M. La Celeix

Date: _____ Seller: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

Buyer (GB) (____) and Seller (EML) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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