



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A Resolution of the Town of Davie, Florida, approving the Purchase Contract between the Town of Davie and the School Board of Broward County, Florida for purchase of the Old Davie School Site, Broward County School Site No. 009.0; and providing an effective date.

REPORT IN BRIEF:

The Town has secured an agreement with the School Board to acquire the remaining land and buildings at the Site of the Old Davie School. This agreement reflects the culmination of many years of negotiation and coordination with a number of agencies including the Old Davie School Foundation, the Town, Florida Department of Transportation and the School Board of Broward County. The Agreement provides for the Town to receive title for approximately 3.7 acres of land incorporating the Old Davie School Site with the School Board accepting responsibility for removal and abatement of any asbestos materials from the remaining structures together with removal of all of the existing portable buildings. The Town will be accepting responsibility for demolition of the front three (3) buildings abutting Griffin Road with an estimated cost for demolition of approximately \$35,000. The contract provides that the School Board will accomplish all asbestos removal and abatement within 90 days of closing and that the Town shall complete demolition within twelve months of the closing date.

The Town and Old Davie School Foundation currently maintain a partnership agreement with the School Board of Broward County for joint use for the Historic Old Davie Elementary School Building for tours and special education programs. This agreement provides for continuing this partnership maintaining opportunities for the School Board to utilize the school building and the remaining auditorium building for these special activities.

PREVIOUS ACTIONS: At its meeting of September 1, 1999, Council tabled this item to this meeting.

CONCURRENCES: Not Applicable

FISCAL IMPACT:

Is appropriation required?	yes	Expected cost \$35,000.00
Funding appropriated?	yes	
Account Name:	Administration	
Additional Comments:	None	

RECOMMENDATION(S):

Motion to approve Resolution.

Attachment(s):

Resolution, Purchase Contract

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE PURCHASE CONTRACT BETWEEN THE TOWN OF DAVIE AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR PURCHASE OF THE OLD DAVIE SCHOOL SITE, BROWARD COUNTY SCHOOL SITE NO. 009.0; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has negotiated a proposed purchase agreement with the School Board of Broward County, Florida for the acquisition of the Old Davie School Site to be used by the Town as a public facility; and

WHEREAS, the Old Davie School Site is of significant historical and cultural value to the residents of the Town of Davie; and

WHEREAS, the Town Council deems this acquisition and the Purchase Contract in the amount of \$100.00 and conditions of acquisition are in the best interest of the citizens of the Town;

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

SECTION 1. That Town Council does hereby approve and ratify the terms of the Purchase Contract, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The Town's officers and staff are authorized to take all necessary action to comply with all terms and provisions of said Purchase Contract.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
CONTRACT FOR SALE AND PURCHASE**

PARTIES: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
of 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301
and **THE TOWN OF DAVIE**

("Seller")
(Phone: 954/765-7040)
("Buyer")
(Phone: 954-797-1000)

of 6591 S.W. 45th Street, Davie, Florida 33314
hereby agree that the Seller shall sell and the Buyer shall buy the following real property ("Real Property") and personal property ("Personalty") (collectively "Property") upon the following terms and conditions, which INCLUDE the Standards for Real Estate Transactions ("Standard(s)") printed below or attached and any Riders and Addenda to this instrument.

I. DESCRIPTION:

(a) Legal description of Real Property located in Broward County, Florida FOLIO # _____

See Exhibit "A" attached hereto.

(b) Street address, city, zip, of the Property is: 6650 Griffin Road
Davie Florida 33314

(c) Personalty: None

II. PURCHASE PRICE:

PAYMENT: _____	\$100.00
(a) Deposit(s) to be held in escrow in the amount of: _____	\$10.00
(b) Balance to close (payable by School Board of Broward County check), subject to adjustments and proration: _____	\$90.00

III. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 9/21/99, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn. A facsimile copy of this Contract for Sale and Purchase ("Contract") and any signatures hereon shall be considered for all purposes as originals. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer.

IV. TITLE EVIDENCE: At least 25 days before closing date, Seller shall, at Buyer's expense, deliver to Buyer or Buyer's attorney, a title insurance commitment and, after closing, owner's policy of title insurance.

V. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on 11/30/99 unless extended by other provisions of Contract.

VI. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein), and the Real Property is being purchased and sold subject to such matters. The Real Property is not subject to or a part of a homeowner's association in the area.

VII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard G. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

IX. RIDERS: (CHECK if any of the following Riders are applicable and are attached to this Contract):

- (a) COASTAL CONSTRUCTION CONTROL LINE RIDER
- (b) CONDOMINIUM RIDER
- (c) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER
- (d) INSULATION RIDER
- (e) FHA/VA RIDER
- (f) OTHER: _____

X. ASSIGNABILITY: Buyer may not assign this Contract.

XI. SPECIAL CLAUSES: (CHECK (1) or (2))

- (1) Addendum is attached.
- (2) There is no Addendum.

XI. TIME IS OF THE ESSENCE OF THIS CONTRACT.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Real Property recorded in the public records of the county wherein Real Property is located through Effective Date and which shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this transaction, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in the Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 30 business days, if abstract, or 10 business days, if title commitment, from date of receiving evidence of title to examine it. If title is found defective, Buyer shall, within 3 days, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer; thereupon, Buyer and Seller shall release one another of all further obligations under the Contract. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor, including the bringing of necessary suits.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall not permit acceleration or interest adjustment in event of resale of Real Property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses customarily found in mortgages, mortgage notes and security agreements generally utilized by will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida surveyor, confirming that the property is suitable for the intended use. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable government regulation, the same shall constitute a title defect.

D. ENVIRONMENTAL AUDIT: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have a Phase 1, and, if needed, a Phase 2 Environmental Audit, acceptable to the Buyer, conducted on the Real Property to determine its suitability for the intended use. If such audit(s) concludes that conditions exist on the Real Property that are unacceptable to the Buyer, Buyer may elect to cancel this contract, receiving return of deposit.

E. **TERMITES:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any existing damage from termite infestation in the improvements whether visible or not. If either or both are found, Buyer will have 4 days from date of written notice thereof within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to 2% of purchase price. Should such costs exceed that amount, Buyer shall have the option of canceling Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction, in which event Buyer shall receive a credit at closing of an amount equal to the total of the treatment and repair estimate not in excess of 2% of the purchase price. "Termite" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act.

F. **INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for the intended use, title to which is in accordance with Standard A.

G. **LEASES:** Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

H. **LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting for the names of all such general contractors, subcontractors, suppliers, and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

I. **PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent designated by Seller.

J. **TIME:** Time periods herein of less than 6 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and Seller's holidays for its administrative personnel, and any time period provided for herein which shall end on Saturday, Sunday or a legal or Seller's holiday for its administrative personnel shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday or legal or Seller holiday for its administrative personnel.

K. **DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, mechanic's lien affidavit, assignments of leases, tenant and mortgagee estoppel letters, affidavit of good standing in recordable form if a corporation and corrective instruments, closing statement, mortgage, mortgage note, security agreement and financing statements.

L. **EXPENSES:** Documentary stamps on the deed and recording corrective instruments shall be paid by Seller. Documentary stamps, intangible tax and recording purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer.

M. **PRORATIONS; CREDITS; TAXES:** Assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be paid by the Seller as of the date of closing pursuant to Chapter 196.295 of the Florida Statutes.

N. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens of as date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as a date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

O. **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.

P. **INSPECTION, REPAIR AND MAINTENANCE:** Seller warrants that, as of 10 days prior to closing, the ceiling, roof (including the fascia and soffits) and exterior and interior walls, seawalls (or equivalent) and dockage do not have any **VISIBLE EVIDENCE** of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in **WORKING CONDITION**. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor. Buyer shall, prior to Buyer's occupancy or not less than 10 days prior to closing, whichever occurs first, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer reports such defects within that time, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required, Seller shall cause such repairs to be made and shall pay up to 3% of the purchase price for such repairs or replacements as may be required in order to place such items in **WORKING CONDITION**. If the cost for such repairs or replacement exceeds 3% of the purchase price, Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller will, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing. Between Effective Date and the date of closing, except for repairs required by this Standard, Seller shall maintain Property, including, but not limited to, the lawn and shrubbery, in the condition herein warranted, ordinary wear and tear excepted.

Q. **RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of deposit(s).

R. **PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by such other mutually acceptable escrow agent for a period of not longer than 5 days from and after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and simultaneously with such repayment, Buyer shall return Possession and vacate Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this Standard may be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1989), as amended.

S. **ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S. (1989), as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent.

T. **ATTORNEY'S FEES; COSTS:** In any litigation arising out of this Contract, the prevailing party in such litigation which, for the purposes of this Standard, shall include Seller, Buyer, listing broker and any subagents to the listing broker or Buyer's broker, shall be entitled to recover reasonable attorney's fees and costs.

U. **FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

V. **CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:** Neither this Contract, nor any notice of it, shall be recorded in any public records. This Contract shall bind and insure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

W. **CONVEYANCE:** Seller shall convey title to the Real Property by Special Warranty Deed, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personalty shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

X. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Y. **WARRANTIES:** Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Z. **SCHOOL BOARD APPROVAL:** This contract shall have no force and effect unless approved by The School Board of Broward County, Florida, and executed by its Chairperson.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

For the Town of Davie

(Corporate Seal)

EXECUTED BY BUYER ON _____

Attest: _____
Town Administrator

By: Harry Venis
Mayor

APPROVED AS TO FORM:

Town Attorney

OR

Witness

Witness

STATE OF FLORIDA
COUNTY OF Broward County School Board

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ of _____, on half of the corporation. He/She
took an oath and is personally known to me or has produced _____ as identification.

My Commission expires:

(Seal)

Signature - Notary Public

Printed Name of Notary

For The School Board

(Corporate Seal)

EXECUTED BY SELLER, THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA, ON _____

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

By _____
Lois Wexler, Chairperson

Approved as to Form:

Edward J. Marko
School Board Attorney

**ADDENDUM TO SALES CONTRACT
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND
THE TOWN OF DAVIE**

1. **LICENSE AGREEMENT:** Upon completion of title transfer, TOWN hereby grants to BOARD a license to occupy and use the PROPERTY solely for the purposes as follows:
 - A. The BOARD shall conduct testing to identify asbestos containing materials in all structures contained on the PROPERTY. All asbestos containing materials identified shall be removed, at its sole cost and expense, in accordance with EPA NESHAP standards.
 - B. BOARD shall, at its sole cost and expense, remove all portable buildings from the PROPERTY, as identified on Exhibit "B".

2. **DEMOLITION OF PERMANENT STRUCTURES**
 - A. TOWN shall be responsible, at its sole cost and expense, for the demolition of all permanent structures on the PROPERTY it wishes to remove. However, it is specifically understood between the Parties that buildings 1, 2 and 4 as shown on Exhibit "C" attached hereto shall be removed, at the TOWN's sole cost and expense, in their entirety within 12 months of closing on this transaction. All portable structures, as identified on Exhibit "B" attached are to be left intact by the TOWN for later removal by BOARD.
 - B. If the BOARD's portable structures are damaged during the demolition of the permanent structures, the TOWN shall be responsible for repair or replacement of said portable structures at its sole cost and expense.

3. **SCHEDULE FOR ASBESTOS ABATEMENT AND PORTABLE REMOVAL**
 - A. All asbestos containing materials shall be removed from the PROPERTY, as specified in Paragraph 1(A) no later than ninety (90) days from the title transfer. Within fifteen (15) days of completion of the asbestos abatement, BOARD shall notify TOWN in writing that said abatement has been completed.
 - B. The BOARD shall remove all portable buildings from the PROPERTY within ninety (90) days from receipt of notification from TOWN that the demolition of the permanent structures has been completed, in accordance with Paragraph 2 of the Addendum.

4. **INDEMNIFICATION:** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

5. PARTNERSHIP AGREEMENT: For and in consideration of the transfer of title of PROPERTY to the TOWN, BOARD and TOWN are to enter into a partnership for joint use of the Old Davie Elementary School.
6. NOTIFICATION PROVISION: Any notice given under this Agreement by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt request. Such notices shall be addressed as follows:

As to TOWN:

Town Administrator
Town of Davie
6591 S.W. 45th Street
Davie, Florida 33314

As to SCHOOL BOARD:

Superintendent of Schools
The School Board of Broward County, Florida
Property Management & Site Acquisition Department
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Director, Property Management & Site Acquisition Department
School Board of Broward County, Florida
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

7. REVERSION OF TITLE: It is the understanding between the parties that the agreement to transfer title to PROPERTY from BOARD to TOWN is for the purpose of establishing and maintaining a historic facility and recreational and civic uses for the benefit of the residents of Broward County, Florida. If at any time after the closing of this transaction the TOWN, ~~sells, leases, or otherwise transfers rights~~ or allows any other use on any or all of said PROPERTY, either by its own actions or by transferring rights to another party, that is not in accordance with this understanding, title to the entire PROPERTY shall revert back to the BOARD after the following steps have been taken:

A. BOARD shall provide written notification to TOWN that TOWN has violated the use restrictions on the PROPERTY as defined in this paragraph.

- B. TOWN shall have 90 days to cure the violation to the satisfaction of the BOARD.
- C. After said 90 day period, TOWN has not satisfactorily cured the violation, the title to PROPERTY shall revert to the BOARD.
- D. In the event of such reversion of title, the BOARD shall pay to the TOWN the same amount as the purchase price established in this Contract.
- 8. CONFLICT OF PROVISIONS: In the event of any conflict between the provisions of the Addendum and the Contract, the Addendum provisions shall prevail.
- 9. SURVIVAL OF COVENANTS: The provisions of Paragraphs 1 through 8 of the Addendum, inclusively, shall survive the closing and delivery of the deed of conveyance.
- 10. BENEFIT: This agreement is strictly for the benefit of the signing parties and is not intended to benefit any third parties.