

## AGREEMENT FOR PURCHASE AND SALE

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between **the City of Miami, a municipal corporation of the State of Florida**, with offices at 444 SW 2<sup>nd</sup> Avenue, Miami, Florida 33130-1910 (the "Seller"), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (the "Purchaser"). The Parties hereby agree that Seller shall sell and Purchaser shall buy the following property upon the following terms and conditions:

### 1. DESCRIPTION OF PROPERTY

- A. Legal Description: LOT 3, JAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Folio No.: 01-4106-074-0030

Street Address: 130 SW 51st Place, Miami, Florida 33134

Containing 12,582 square feet, more or less.

The above described property, hereinafter referred to as the "Property".

### 2. PURCHASE PRICE AND PAYMENT

The Purchaser agrees to pay and the Seller agrees to accept the sum of \_\_\_\_\_ (the "Purchase Price"). This Purchase Price presumes that the Property contains 12,582 square feet. In the event the survey to be obtained by Purchaser at Purchaser's discretion reveals that the square footage is more than 12,582 square feet, the Purchase Price shall be adjusted to reflect an increase based on the Purchase Price per square foot. In the event the square footage is less than 12,582 square feet, then the Purchase Price shall not be affected. The Purchase Price, as it may be adjusted, will be payable as follows:

- (a) Deposit: Within five (5) days of the Effective Date as defined herein, the Purchaser shall pay to the City of Miami an amount equal to \_\_\_\_\_ as a deposit ("Deposit"). At Closing, the Deposit shall be credited against the Purchase Price. The Deposit is non-refundable except in the event Purchaser terminates this Agreement as provided herein.

- (b) Closing Payment: At Closing, the Deposit, plus the balance of the Purchase Price adjusted by adjustments, credits, prorations, or as otherwise provided in this Agreement, shall be paid by the Purchaser to the Seller in the form of cashier's check, certified check, official bank check or wire transfer.

### 3. ENVIRONMENTAL

#### A. Definitions

For purposes of this Agreement:

The term "Hazardous Materials" shall mean and include without limitation, any substance, which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et. seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et. seq.); (c) any substance regulated by the Toxic Substances Control Act (15 U.S.C., Section 2601 et. Seq.); (d) gasoline, diesel fuel, or other petroleum hydrocarbons; (e) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (f) polychlorinated biphenyls; and (g) any additional substances or material which: (i) is now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements as hereinafter defined; (ii) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Property.

The term "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated, or amended of the United States, the State of Florida, Miami-Dade County, the City of Miami, or any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller or the Purchaser, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, groundwater, land or soil).

B. Disclaimer As To Environmental Matters

The Property is being sold in “AS IS” condition. Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties (other than the limited warranty of title as set out in the Quitclaim Deed), promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, (past, present, or future) of, as to, concerning or with respect to environmental matters with reference to the Property, including, but not limited to: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, minerals, soil and geology, (b) the compliance of or by the Property, or its operation with any Environmental Requirements, (c) any representations regarding compliance with any environmental protection, soil or water quality, pollution or land use, zoning or development of regional impact laws, rules, regulations, orders or requirements, including the existence in or on the Property of Hazardous Materials.

Purchaser further acknowledges and agrees that it is being given the opportunity to inspect the Property, and all relevant documents and records of the Seller as they relate to the Property, if any, and other documents that may exist in the public records of the state, county and/or city relating to the environmental condition of the Property as part of this Agreement and that Purchaser is not relying upon any documents or representations made by or on behalf of Seller, but that Purchaser is responsible to conduct its own investigation of the Property.

Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property, if any, was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information but Seller agrees that it will not intentionally withhold information and Seller will not knowingly provide any false or misleading information. Seller is not liable or bound in any matter by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, servant or other person, agency, or entity.

4. **INSPECTIONS**

A. Inspection Period

Purchaser, its employees, agents, consultants and contractors shall have a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake at Purchaser's expense, such physical inspections and other investigations of and concerning the Property including surveys, soil borings, percolation, engineering

studies, environmental tests and studies and other tests as Purchaser considers necessary for Purchaser and his consultants to review and evaluate the physical characteristics of the Property and to perform certain work or inspections in connection with such evaluation (the "Inspection") after giving the Seller reasonable notice of twenty-four (24) hours prior to each test performed. For the purpose of conducting the Inspection, Seller hereby grants to Purchaser and its consultants and agents or assigns, right of entry upon the Property during the Inspection Period. The right of access herein granted shall be exercised and used by Purchaser, its employees, agents, representatives and contractors in such a manner as not to cause any damage or destruction of any nature whatsoever to, or interruption or interference with the right of Seller or others to use, the Property.

B. Inspection Indemnity, Insurance and Releases

Notwithstanding anything contained in this Agreement to the contrary, as consideration for the Seller granting a right of entry for the Inspection, the Purchaser hereby specifically agrees to: (i) immediately pay or cause to be removed any liens or encumbrances filed against the Property as a result of any actions taken by or on behalf of Purchaser in connection with the Inspection; (ii) immediately repair and restore the Property to its condition existing immediately prior to the Inspection Period; and (iii) indemnify, defend and hold harmless Seller, its employees, officials, officers and agents, from and against all claims, damages or losses incurred to the Property, or anyone on the Property as a result of the actions taken by the Purchaser, any of its employees, agents, representatives or contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, with respect to the Inspection, regardless of whether or not such claim, demand, cause of action, damage, liability, loss or expense is caused in part by Seller, its employees, officers and agents, provided, however, Purchaser shall not be liable for the gross negligence or intentional misconduct of Seller, its employees, officers and agents. Nothing herein shall be deemed to abridge the rights, if any, of the Seller to seek contribution where appropriate.

The provisions of this indemnity and hold harmless shall survive the Closing or the termination of this Agreement.

Prior to Purchaser entering upon the Property for purposes of commencement of the Inspection, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance in such a form and in such reasonable amounts approved by the City of Miami's Risk Management Administrator protecting the City, during the course of such testing, against all claims for personal injury and property damage arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors, or anyone directly or indirectly employed by any of them

or anyone for whose acts they may be liable, upon the Property or in connection with the Inspection.

Purchaser hereby voluntarily, intentionally and knowingly waives any and all claims against the Seller for personal injury or property damage sustained by the Purchaser, its employees, agents, contractors, or consultants arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors upon the Property or in connection with the Inspection and releases the Seller from any claims in connection therewith.

## 5. TERMINATION

### A. Right of Termination

Purchaser shall have the right to cancel the Agreement at any time during the Inspection Period, for any reason, except for title defects, which is governed by Section 5 hereof, by giving Seller written notice of its intent to cancel prior to the expiration of the Inspection Period. In the event of termination by Purchaser under this Section or Section 5 below, the Seller shall, within five (5) days of the date of termination, return to the Purchaser the Deposit, except to the extent necessary to perform Purchaser's obligations under Section D above, or to secure performance of other obligations of Purchaser that survive the termination of this Agreement.

### B. Waiver and Release

In the event that Purchaser does not elect to cancel this Agreement, Purchaser acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults. Purchaser on behalf of itself and its successors and assigns thereafter voluntarily, knowingly and intentionally waives, releases, acquits, and forever discharges Seller, its heirs, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its successors or assigns now has or which may arise in the future on account or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property including, without limitation, any Hazardous Materials in, at, on, under or related to the Property, or any violation or potential violation or any Environmental Requirement applicable thereto. In addition, Purchaser thereafter specifically waives all current and future claims and causes of action against Seller arising under CERCLA, RCRA, Chapters 376 and 402, Florida Statutes, and any other federal or state law or county regulation relating to Hazardous Materials in, on, under or affecting the Property. Notwithstanding anything

to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement.

## **6. TITLE EVIDENCE**

Purchaser, at its sole cost and expense, shall be responsible for obtaining all title documents, which Purchaser requires in order to ascertain the status of title. Purchaser agrees to forward a copy of the aforementioned title documents to Seller immediately upon Purchaser's receipt thereof.

Purchaser shall have a period of thirty (30) days from the Effective Date to examine title and notify Seller, in writing, of any condition which renders the title unmarketable. Seller shall have no obligation to cure title defects, it being understood and agreed that the Property is being sold in "AS IS" condition. In the event that title examination reveals a condition that renders title unmarketable, Purchaser may: (i) elect to accept such title that Seller may be able to convey; or (ii) terminate this Agreement. Purchaser shall have no other recourse in this regard. This Property is being sold in "AS IS" condition as to title.

## **7. DISCLAIMER OF WARRANTIES AS TO PROPERTY; "AS IS" CONVEYANCE**

- A. Purchaser is purchasing the Property in an "AS IS" condition and specifically and expressly without any warranties, representations or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller. Without in any way limiting the generality of the immediately preceding, and in addition to the specific disclaimers set forth in Section 4 of this Agreement with respect to Environmental Matters, Purchaser and Seller further acknowledge and agree that in entering into this Agreement and purchasing the Property:
- i. Purchaser hereby acknowledges that Seller has not made, will not and does not make any warranties or representations, whether express or implied, with respect to the Property, its condition, the value, profitability, or marketability thereof;
  - ii. Purchaser acknowledges that with respect to the Property, Seller has not will not and does not make any warranties, whether express or implied, of merchantability, habitability or fitness for a particular use or suitability of the Property for any and all activities and uses which Purchaser may conduct thereon;
  - iii. Purchaser acknowledges that Seller has not made, will not and does not make any representations, whether express or implied, with respect to compliance with any land use matter, developer impact fees or assessments,

zoning or development of regional impact laws, rules, regulations, orders or requirements;

- iv. Purchaser acknowledges that Purchaser has made and/or has been given an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property, the value or marketability thereof and of the appurtenances thereto. Such inquiries and investigations of Purchaser include, but shall not be limited to, the condition of all portions of the Property and such state of facts as an accurate abstract of title would show;
- v. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, projection, proforma, statement, representation, guaranty or warranty (whether express or implied, or oral or written or material or immaterial) that may have been given by or made by or on behalf of Seller.
- vi. Purchaser acknowledges that Seller has not made, will not make and does not make any warranties or representations, whether express or implied, as to any personalty on the Property, and specifically disclaims the warranty of merchantability. Personal property, if any, is conveyed “AS IS” and “with all faults.”

B. The provisions of this Section shall survive the closing.

## **8. RESTRICTIONS, EASEMENTS AND LIMITATIONS**

The Purchaser further agrees it shall take title subject to: zoning, planning, restrictions, prohibitions, and other requirements imposed by governmental authorities; restrictions and matters appearing on the public records, including but not limited to all recorded (and unrecorded easements) and any matters that would be disclosed on a survey of the property or inquiry with the City of Miami. Purchaser further agrees not to place nor will be allowed to place, on any portion of the property, any billboard that will be in the public view. This restriction shall be a covenant running with the land which will appear in the deed to the Property and will survive the closing of the purchase and sale.

## **9. CLOSING DATE**

Closing shall take place within twenty (25) days after the expiration date of the Inspection Period, at a mutually agreeable time (the “Closing”) at the City of Miami, Department of Public Facilities located at 444 SW 2 Avenue, Suite 325, Miami, Florida. The parties may, subject to mutual agreement, establish an earlier date for Closing.

## 10. CLOSING DOCUMENTS

- A. At Closing, Seller shall execute and/or deliver to Purchaser the following:
- i. Quitclaim Deed subject to zoning, planning, restrictions, prohibitions, easements and other matters or limitations of record;
  - ii. A Closing Statement;
  - iii. A Non-Foreign Affidavit;
  - iv. Such documents as are necessary in the opinion of the City to fully authorize the sale of the Property by Seller; and
  - v. Any other documents reasonably necessary to consummate the transaction contemplated hereby.
- B. Purchaser's Closing Documents: At Closing, Purchaser shall execute and/or deliver to Seller the following:
- i. Closing Statement; and
  - ii. Such documents as are necessary to fully authorize the purchase of the Property by Purchaser; and
  - iii. Any other documents reasonably necessary to consummate the transaction contemplated hereby;

## 11. CLOSING COSTS AND ADJUSTMENTS

At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Seller and Purchaser as follows:

- A. Adjustments and Prorations
- i. Real Estate Taxes: The Seller warrants that as of the date of this Agreement the Property is exempt from taxes. No representation whatsoever is made as to taxes assessed on the property after closing.
  - ii. Certified/Pending Liens: Certified, confirmed and ratified governmental liens as of the Closing Date shall be paid by Purchaser. Pending liens as of the Closing Date shall be assumed by Purchaser.
  - iii. Other Charges, Expenses, Interest, Etc: Other, assessments, water and sewer charges, waste fee and fire protection/life safety, utility connection charges, if applicable, shall be prorated.
  - iv. Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of properties in the area where the Property is located shall be prorated at closing. All pro-rations shall utilize



the 365-day method.

B. Closing Costs

- i. Each party shall be responsible for its costs and attorney's fees relating to this Agreement and the Closing.
- ii. Purchaser shall pay all closing and recording costs incurred in connection with the sale and purchase of the Property described in this Agreement, including, but not limited to:
  - (1) documentary stamps tax and surtax;
  - (2) all recording charges and/or filing fees payable in connection with the transfer of the Property hereunder;
  - (3) all amounts necessary to provide Seller with a certified copy of the recorded deed;

**12. DEFAULT**

- (a) If this transaction does not close as a result of default by Seller, Purchaser as and for its sole and exclusive remedy, shall have the right to: (i) terminate this Agreement; or (ii) waive any such conditions or defaults and to consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults and without any reduction in the Purchase Price and without any further claim against Seller.
- (b) If this transaction does not close as a result of default by Purchaser, Seller, as and for its sole and exclusive remedy, shall have the right to terminate this Agreement. Upon such termination, the Seller shall be entitled to the Deposit including all interest earned and the parties hereto shall be relieved of all further obligation and liability hereunder; provided, however, that nothing contained in this Section shall limit Seller's rights to enforce Purchaser's obligations that survive the termination of this Agreement, including, specifically, Section 4.D. of this Agreement. .

**13. COVENANT TO PAY FOR MUNICIPAL SERVICES**

The Purchaser agrees that concurrently with the conveyance of the Property, at Closing, the Purchaser shall furnish a covenant which will run with the land and shall be binding on the Purchaser, its successors, heirs and assignees, in favor of the Seller and enforceable by Seller, to be recorded in the public records of Miami-Dade County. This covenant shall provide that if the Property, or any portion thereof, is purchased by an "immune" or "exempt" entity or is utilized for exempt purposes, that so long as the City of Miami provides municipal services to the Property the owner of the property shall pay to the City

of Miami an annual payment, which shall never be less than the amount of taxes that the City of Miami would be entitled to receive from the Property based on the fair market value of the Property. The covenant shall be in a form acceptable to the City Manager and approved as to legal form by the City Attorney.

**14. RISK OF LOSS**

The Purchaser assumes all risk of loss or damage to the Property by fire or other casualty, or acts of God, as of the Effective Date.

**15. RELEASE AND INDEMNIFICATION**

Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller, its employees, officers, directors, representatives, agents, successors and assigns (collectively the Seller) from any and all claims that it may now have or hereafter acquire against the Seller for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions, including, but not limited to, environmental matters, title to the Property, condition of the Property, personal injury, wrongful death, or property damage arising from use or occupancy of the Property, failure to comply with any laws, rules or regulations involving sale or use of the Property, or any other matter affecting the Property, or any portion thereof. This release and indemnification shall survive closing, cancellation or lapse of this Agreement.

**16. DESIGNATION OF REPRESENTATIVES**

Purchaser and Seller acknowledge that proper communication between Purchaser and Seller is important. Accordingly, to facilitate such communication, the Purchaser and Seller have appointed the following persons on their respective behalves to be their representatives, to wit:

On behalf of Seller:

City of Miami  
Danny Lozano  
Property Management Specialist  
Department of Real Estate &  
Asset Management  
444 SW 2 Avenue, 3rd Floor  
Miami, FL 33130  
Telephone: (305) 416-1469

On behalf of Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: dlozano@miamigov.com

**17. NOTICES**

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to Seller and Purchaser at the address indicated herein. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

Seller:

Purchaser:

City of Miami  
City Manager  
444 SW 2 Avenue, 10<sup>th</sup> Floor  
Miami, FL 33130

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy To:

Copy To:

Director  
Department of Real Estate &  
Asset Management  
444 SW 2 Avenue, 3rd Floor  
Miami, FL 33130

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Attorney  
444 SW 2 Avenue, 9<sup>th</sup> Floor  
Miami, FL 33130

**18. CAPTIONS AND HEADINGS**

The Section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**19. BINDING EFFECT**

This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest.

**20. GOVERNING LAW; VENUE**

This Agreement shall be governed according to the laws of the State of Florida and venue in any proceedings shall be in Miami-Dade County, Florida.

**21. COUNTERPARTS & ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

**22. WAIVERS**

No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

**23. SURVIVAL OF REPRESENTATIONS/WARRANTIES**

All relevant terms of this Agreement shall survive the Closing and be enforceable by the respective parties until such time as extinguished by law.

**24. PARTIAL INVALIDITY**

In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

**25. WAIVER OF TRIAL BY JURY; ATTORNEY'S FEES**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury and/or to file permissive counterclaims and/or to claim attorney fees from the other parties in respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto. This provision is a material inducement for Purchaser and Seller entering into this Agreement.

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties. There are no promises, agreements, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification

of this Agreement shall be valid unless the same is in writing and signed by the City Manager on behalf of the Seller and the Purchaser.

**27. TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

**28. CONFLICT OF INTEREST**

If any individual member, or an employee, or an immediate family member of the Purchaser is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of the City Code, Section 2-611. The Code states that no City officer, official, employee or board, commission or agency member, or a spouse, son, daughter, parent, brother or sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Commission. This prohibition may be waived in certain instances by the affirmative vote of 4/5 of the City Commission, after a public hearing, but is otherwise strictly enforced and remains effective for two years subsequent to a person's departure from City employment or board, commission or agency membership.

A letter indicating a conflict of interest for each individual to whom it applies must accompany the submission of this Purchase and Sale Agreement. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation which may create the conflict; the board on which the individual is or has served; and the dates of service.

**29. NO DISCRIMINATION**

The Purchaser shall not lawfully discriminate in its performance of this Agreement or use of the Property.

**30. SEVERABILITY**

Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the City, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.

**31. REAL ESTATE BROKERAGE COMMISSION**

The City shall pay a real estate brokerage commission equal to three percent (3%) of the Purchase Price (“Fee”) to the Purchaser’s real estate broker/agent (“Buyer’s Agent”) upon Closing, if applicable. Purchaser shall announce Buyer’s Agent herein this Agreement and on the ITB Registration Form as the procuring cause to this transaction in order to be eligible for the Fee. If the Purchaser fails to include Buyer’s Agent information in this Agreement and the ITB Registration Form, no Fee is due, and the City will not be liable to pay any Fee.

If applicable, fill in the cooperating Buyer’s Agent information as follows:

- 1) Brokerage Firm’s Name: \_\_\_\_\_
- 2) Brokerage Firm’s Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3) Broker/Agent Name: \_\_\_\_\_
- 4) Broker/Agent License No: \_\_\_\_\_
- 5) Broker/Agent License Expiration Date: \_\_\_\_\_
- 6) Broker/Agent Phone Number: \_\_\_\_\_
- 7) Broker/Agent Email: \_\_\_\_\_

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first above written.

**“SELLER”**

**Executed by CITY OF MIAMI, a municipal corporation of the State of Florida**

**By:** \_\_\_\_\_  
**Arthur Noriega V, City Manager**

**Date:** \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Todd B. Hannon, City Clerk

APPROVED AS TO FORM AND  
CORRECTNESS:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
Victoria Méndez  
City Attorney

\_\_\_\_\_  
Ann-Marie Sharpe, Director  
Risk Management Administrator

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Arthur Noriega V, as City Manager for the City of Miami, a municipal corporation of the State of Florida, who is [ ] personally known to me or [ ] who produced the following identification: \_\_\_\_\_.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.:  
My Commission Expires:

**“PURCHASER”**

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_, Purchaser

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, who is [ ] personally known to me or [ ] who  
produced the following identification: \_\_\_\_\_.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_  
My Commission Expires: