

May 7, 2018

**HAND DELIVERY**

Joseph M. Hernandez, Esq.  
Weiss Serota Helfman Cole & Bierman  
2525 Ponce de Leon Blvd.  
Suite 700  
Coral Gables, FL 33134

Re: Donna Jean Douglas Price sale to City of Doral  
Our File No. 100658-JCS

Dear Joe:

You will find enclosed herewith the original Purchase and Sale Agreement prepared by your firm which was executed on April 30, 2018 by Edward Rojas, City Manager, of the City of Doral, which has now been executed by our client, Donna Jean Douglas Price.

By copy of this letter to your partner, Daniel A. Espino, we are forwarding a copy of the fully executed Agreement to him for his information.

We look forward to working with you and your firm in progressing this matter to a prompt and successful conclusion.

Best regards.

Yours sincerely

  
John C. Strickroot

JCS/bjc  
Encl.

cc: Daniel A. Espino, Esq. (w/encl.)  
Donna Jean Douglas Price (w/encl.)

4819-1231-3445, v. 1

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the 30 day of April, 2018 (“Effective Date”), by DONNA JEAN DOUGLAS PRICE, as sole trustee of the trust created pursuant to the Revocable Trust Agreement for Joseph W. Price and Donna Jean Douglas Price, dated as of August 22, 2002 (“Seller”), and CITY OF DORAL, a Florida municipal corporation (“Purchaser”). In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller that certain real property (“Land”) located in the City of Doral, Miami-Dade County, Florida, described in Exhibit “A” attached to this Agreement, together with the following property and rights:

(a) all right, title and interest of Seller, if any, in and to all licenses, permits, authorizations, approvals, development rights, if any, and all other general intangible rights, pertaining to the ownership, use and/or development of the Land; and

(b) all strips, gores, easements, privileges, rights-of-way, lands underlying any adjacent streets or roads appurtenant to the Land, riparian and other water rights, if any, and all other appurtenances pertaining to or accruing to the benefit of the Land.

The Land and all of the other property and rights, if any, described in this Section 1 are hereinafter collectively referred to as the “Property”.

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property is EIGHT MILLION ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$8,100,000.00) (“Purchase Price”). The Purchase Price is “net” subject only to prorations of real estate taxes, as hereinafter set forth.

3. **Deposit.** To secure the performance of Purchaser’s obligations under this Agreement, within seven (7) days following the Effective Date, Purchaser will deliver by wire transfer to Weiss Serota Helfman Cole & Bierman, P.L., Purchaser’s legal counsel, as escrow agent (“Escrow Agent”), a deposit (“Deposit”) in the amount of FIFTY THOUSAND 00/100 DOLLARS (\$50,000.00), the proceeds of which shall be held in trust as an earnest money deposit by Escrow Agent, and disbursed only in accordance with the terms of this Agreement.

4. **Terms of Payment.**

(a) The Purchase Price shall be paid to Seller as follows:

\$50,000.00	being the Deposit referred to in Section 4 of this Agreement, which sums shall be paid to Seller at Closing from the escrow account held by Escrow Agent.
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\$8,050,000.00	in cash, at Closing, subject to prorations and adjustments, for real estate taxes only, as hereinafter provided, to be paid by wire transfer of immediately available federal funds.
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<u>\$8,100,000.00</u>	<b>Total Purchase Price</b>
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5. **Title.** Within five (5) days from the Effective Date Seller shall provide to Purchaser a copy of Seller’s most recent owner’s policy of title insurance, if any, or other evidence of title reasonably

acceptable to Purchaser if Seller has no prior owner's policy of title insurance. In the event Seller does not have a prior owner's policy or other evidence of title reasonably acceptable to Purchaser, Seller shall notify Purchaser whereupon, Purchaser shall proceed to order an examined product as hereinafter set forth. Upon its receipt, Purchaser shall order and obtain within ten (10) days of the Effective Date from Chicago National Title Insurance Company (or other national title company) (the "Title Company"), at its sole cost and expense, a current ALTA title insurance commitment for the Property, including copies of all recorded exceptions to title referred to therein (collectively, the "Commitment") for an owner's ALTA Form B Marketability title insurance policy form in favor of Purchaser in the amount of the Purchase Price. The Commitment and any continuation or update thereof shall show Seller to be vested with good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and other matters, except only the following (the "Permitted Exceptions"):

- (a) Ad valorem real estate taxes for 2018 and subsequent years.
- (b) All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Purchaser's intended use of the Property which is for a City Park.
- (c) Covenant Running With The Land recorded June 9, 2016 in Official Records Book 30106, Page 4616 in the Public Records of Miami-Dade County, Florida.

Within ten (10) days from the Effective Date, Purchaser will also order, at its sole cost and expense, a survey of the Land (the "Survey"), prepared by a surveyor selected by Purchaser, and certified to Purchaser (and/or its assignee), any lender specified by Purchaser and the Title Company. Title shall be deemed good, marketable and insurable only if the Commitment allows for issuance of an Owner's ALTA Form B Marketability Policy effective as of closing, without any exceptions, standard or otherwise, other than the Permitted Exceptions. Purchaser shall have ten (10) days from receipt of the Commitment, the Survey and any searches ordered by Purchaser within which to examine same. If Purchaser finds title to be defective, Purchaser shall, no later than five (5) days following such ten (10) day examination period, notify Seller in writing specifying the defect(s); provided that if Purchaser fails to give Seller written notice of defect(s) before the expiration of said five (5) day period, the defects shown in the Commitment or Survey shall be deemed to be waived as title objections to closing this transaction. Purchaser may raise as additional objections, however, any matters first shown by the continuation of the Commitment to be delivered as provided above or any endorsement of the Commitment and/or recertifications of Survey. If Purchaser has given Seller timely written notice of defect(s) and the defect(s) render the title other than as represented in this Agreement, Seller shall use its best efforts to cause such defects to be cured by the date of closing. Seller agrees to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding. If Seller is unwilling or unable to cure any title defects raised by Purchaser, Purchaser, at its option, shall have the right to elect to (i) proceed to Closing and accept the title subject to such title defects, without reduction in the Purchase Price but deducting from the Purchase Price any lien or encumbrance which can be satisfied by a liquidated amount, or (ii) terminating this Agreement in which event both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination hereunder. Seller shall execute appropriate documents as required for "gap coverage" by Purchaser's title insurer or the closing shall be held in escrow in accordance with customary escrow closings for Miami-Dade County, Florida.

6. **Inspection.** Seller acknowledges that Purchaser has conducted a Phase I environmental inspection report (the "**Phase I**") and a limited soil sampling report of the Property (the "**Soil Report**"). The Phase I and Soil Report reflect elevated levels of arsenic in the soil and recommend that further testing of soil and groundwater be conducted to determine the extent of the contamination. Seller shall allow access to Purchaser's environmental firm to perform such additional testing, including a "Phase II" environmental testing, which includes intrusive testing of soil and groundwater recommended by Purchaser's environmental

firm (the "Phase II"). Upon receipt of the Phase II testing report, Purchaser shall request an estimate of the cost of remediation required to bring the Property in compliance with applicable environmental law (the "Remediation Estimate"). Purchaser shall obtain the Phase II and the Remediation Estimate on or before the date that is forty (40) days from the Effective Date. Seller acknowledges and agrees that if the Remediation Estimate equals or exceeds \$1,000,000.00, then Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit and all interest earned thereon, whereupon both parties shall be relieved of all further obligations under this Agreement except those which expressly survive termination hereof. In the event, the Remediation Cost is less than \$1,000,000.00, then Purchaser shall proceed to Closing. In the event that the Remediation Estimate equals or exceeds \$1,000,000.00, then Purchaser, at its sole option, may still proceed to Closing, provided, however, the right to proceed shall be subject to review and approval by the City of Doral Council at its next scheduled meeting. If the Phase II and Remediation Estimate are not received by Purchaser with sufficient time to be included on the agenda for the next scheduled meeting of the Council, then the matter will be included on the agenda and heard in the next scheduled meeting of the Council.

7. **AS IS Purchase.** In electing to enter into this Agreement, Purchaser shall purchase the Property in its "AS IS" condition and situation, including the physical, legal, and environmental condition and status of the Property. Purchaser expressly agrees that the Property will be conveyed by Seller without any representations, warranties or guarantees of any nature whatsoever, express or implied, except to the extent of any representations expressly set forth herein or in any document delivered by Seller in connection with the Closing. At Closing, Purchaser will execute a waiver in favor of Seller (i) indicating that Purchaser has not relied on any representations, warranties, or guarantees of Seller, except to the extent of representations expressly set forth herein or in any documents or instruments executed in connection with the Closing, and (ii) waiving any claim against Seller, whether arising from common law, statutory law, or otherwise with respect to the condition and situation of the Property. The provisions of this Section shall survive closing and the early termination of this Agreement.

8. **Right to Enter the Property for Inspections and Inspect Documents.**

(a) Purchaser shall be provided with the right, at the cost and expense of Purchaser and at its own risk, from time to time prior to Closing, to enter upon, and to authorize its agents, contractors and representatives to enter upon, the Property to conduct such inspections, investigations, assessments, and studies as Purchaser deems necessary or desirable. Purchaser shall promptly restore and repair any damage to the Property caused by Purchaser's tests and inspections. Purchaser agrees to indemnify, defend and hold harmless Seller from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) arising out of or resulting from damage to the Property, or third party claims of any nature resulting from the investigation of, or entry upon, the Property by Purchaser, its agents, contractors or employees. Purchaser will provide reasonable prior notice to Seller prior to entering onto the Property and will coordinate with Seller to provide Seller with the opportunity to have a representative present during any inspections or investigations of the Property. Notwithstanding anything herein to the contrary contained in this Agreement, the provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

(b) Seller shall produce any and all documents, records, and information related to the Subject Property such as, but not limited to, leases, service contracts, rent rolls, insurance policies, title policies. Property condition reports, surveys, environmental reports, and other information related to the Property that are in Seller's possession, if any, seven (7) days from the date of the execution of Purchase and Sale Agreement.

9. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser as of the Effective Date as follows:

(a) Donna Jean Douglas Price is the sole trustee under the trust created pursuant to the Revocable Trust Agreement for Joseph W. Price and Donna Jean Douglas Price, dated as of August 22, 2002. The execution, delivery and performance of this Agreement by the sole trustee on behalf of the Seller have been duly authorized. No consent of any other person or entity to the execution, delivery or performance by Seller hereunder is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, or default under, any agreement to which the trustee or Seller is a party or by which the Property is bound, or (ii) violate any restrictions to which the trustee or Seller is subject.

(b) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser a certificate to such effect.

(c) There are no leases of the Property or any portion thereof, and Seller has not entered into any leases of the Property or any portion thereof. Seller has not entered into any contracts, licenses, concessions, service arrangements and employment contracts or agreements, brokerage agreement, written or oral, that affect the Property, or any portion thereof or the use thereof, other than the Contracts.

(d) Seller has no notice or knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property; (ii) any pending or threatened suits with respect to the Property or Seller, or (iii) any pending or threatened condemnation proceedings with respect to the Property, or (iv) any material violations of any applicable land-use or zoning laws or ordinances regarding the Property; provided, however, Seller has advised Purchaser that state or local governmental authorities may be building a road near or adjacent to the Property.

(e) *Intentionally deleted.*

(f) Seller is the owner of fee title to the Property, Seller has the right to convey the Property, and Seller has not sold, transferred, assigned, or granted any rights to acquire, all or any portion of the Property to any third party.

Each of the representations and warranties in this Section 9 shall survive Closing for a period of six (6) months.

10. **Purchaser's Representations.** Purchaser represents to Seller as follows:

(a) Purchaser has previously reviewed and considered the nature of this transaction and Purchaser has investigated or been provided with the right to investigate the Property and all aspects of the transaction set forth herein. In electing to proceed with this transaction as set forth herein, Purchaser shall have determined that the Property is satisfactory to Purchaser and is purchasing the Property, in its "as is" condition and situation, including the physical, environmental, and legal status of the Property. Purchaser has and will rely solely on Purchaser's own independent investigations and inspections, and Purchaser has not relied and will not rely on any representation of Seller other than as expressly set forth in this Agreement or in any document executed and delivered in connection with the Closing.

(b) Purchaser is a municipal corporation duly established under the laws of the State of Florida with authority to purchase and own real property. The execution, delivery and performance of this Agreement

by Purchaser have been duly authorized. No consent of any other person or entity to the execution, delivery or performance by Purchaser hereunder is required to render this document a valid and binding instrument enforceable against Purchaser in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, or default under, any agreement to which Purchaser is a party, or (ii) violate any restrictions to which Purchaser is subject.

(c) Purchaser intends to use the Property as a public park and agrees that if a park is the use of the Property, Purchaser shall install and maintain a "Douglas Price Memorial" plaque in the park.

Each of the representations set forth in this Section 10 shall survive Closing for a period of six (6) months.

11. **Default Provisions.**

(a) In the event of a default by Seller under this Agreement, without default by Purchaser, Purchaser at its option shall have the right, as its sole and exclusive remedies, to either: (i) receive the return of the Deposit, whereupon the parties shall be released from all further obligations hereunder, or, alternatively, (ii) seek specific performance of the Seller's obligations hereunder.

(b) In the event of the default of Purchaser under this Agreement without default by Seller, Seller shall receive the Deposit as Seller's sole and exclusive remedy and as agreed and liquidated damages, whereupon the parties shall be relieved of all further obligations hereunder. Purchaser and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and the Deposit is a fair and reasonable estimation of the damages of Seller.

(c) Notwithstanding the foregoing, in the event of a default by either party of any indemnification obligations which expressly survive Closing or the termination or cancellation of this Agreement, then the non-defaulting party shall be entitled to seek any legal redress permitted by law or equity. The provisions hereof shall survive Closing and the termination of this Agreement.

(d) In the event of the default by either party under this Agreement, the non-defaulting party shall provide written notice of such default to the defaulting party and the defaulting party shall have five (5) business days to cure such default, provided, however, the notice and grace period provided in this paragraph shall not extend to any time period for compliance expressly set forth in this Agreement, including, but not limited to, the time periods required for the payment of money (including deposits required hereunder) or the date of Closing.

12. **Prorations, Deposits.** Real estate taxes for the year of Closing shall be prorated as of 12:01 AM on April 1, 2018 based upon the current tax bill and the maximum discount. If Closing takes place on or before the tax bill is available, real estate taxes and assessments shall be prorated based upon the immediately preceding tax year based upon the maximum discount allowed. Purchaser will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment.

13. **Closing Costs.** The parties shall bear the following costs:

(a) Purchaser shall be responsible for payment of the following: (i) any and all costs and expenses of architectural, engineering, environmental and other inspection and feasibility studies and reports incident to Purchaser's inspections, (ii) any costs associated with issuance of the Title Commitment, and (iii) recording fees for the deed, (iv) the title insurance premium for the title insurance policy, (v) documentary

stamp tax and surtax on the deed, (vi) the costs of any survey obtained by Purchaser, (vii) the Purchaser's Broker commission as forth below and (viii) Purchaser's counsel's legal fees and costs.

(b) Seller shall be responsible for payment of only the following: (i) the cost of any actions necessary to clear title, and (ii) Seller's counsel's legal fees and costs.

14. **Closing.** The closing of the transaction contemplated herein (the "**Closing**") shall occur at the offices of Escrow Agent, or such other place within Miami-Dade County, Florida as shall be agreed to between Seller and Purchaser. The date of the Closing (the "**Closing Date**") shall be determined as provided below in this Section. In the event that the Remediation Estimate is less than \$1,000,000.00, the Closing shall occur ten (10) days after the date of Purchaser's receipt of the Phase II and Remediation Estimate. In the event the Remediation Estimate equals or exceeds \$1,000,000.00 and the City of Doral Council approves proceeding to Closing as described in Section 6 hereof, then the Closing shall occur on or before the date that is ten (10) days after Purchaser has obtained such approval from the Council. In the event, Purchaser does not obtain City of Doral Council approval within sixty (60) days of the date of receipt of the Phase II and Remediation Estimate, then this Agreement shall be deemed to be terminated and the Deposit shall be returned to Purchaser, thereupon, Purchaser and Seller shall be released of all further obligations under this Agreement except those that expressly survive the termination hereof.

At Closing, Seller shall execute and/or deliver (as applicable) to Purchaser the following closing documents in form and substance reasonably acceptable to Seller and Purchaser:

(b) a Special Warranty Deed conveying the Property subject only to the Permitted Exceptions (and any other matters either consented to or not timely objected to by Purchaser);

(c) a "non-foreign" affidavit or certificate pursuant to Internal Revenue Code Section 1445 sufficient to prevent withholding;

(d) a mechanic's lien and gap affidavit sufficient to delete the standard exceptions related thereto from the Title Commitment, and to cover the gap for closing;

(e) an affidavit of exclusive possession;

(f) such evidence of authority with respect to Seller as may be required by the Title Company issuing title to Purchaser, including proof of ownership and appropriate resolutions;

(g) exclusive possession of the Property;

(h) a certificate from Seller indicating that to the best of its knowledge, no matters have occurred subsequent to this Agreement which would render the representations and warranties of Seller untrue in any material respect.

At Closing, Purchaser shall deliver the balance of the Purchase Price. The truth of all representations and warranties on and as of the Closing Date in all material respects, and the performance of all obligations and covenants, by Seller under this Agreement shall be a condition to Purchaser's obligations on the Closing Date.

Both parties shall execute and deliver counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

15. **Brokers.** The Seller represents and warrants that Seller has not dealt with or engaged any Broker in connection with this transaction. The Purchaser represents and warrants to Seller that no real estate broker(s), salesman (salesmen) or finder(s) have been involved in this transaction except for the broker engaged by Purchaser ("**Purchaser's Broker**"). If a claim for commissions in connection with this transaction is made by any broker, salesman or finder, claiming to have dealt through or on behalf of one of the parties hereto ("**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for commissions. Purchaser shall be responsible for any amount due and payable to any Broker. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

16. **Assignability.** Purchaser shall be entitled to assign its rights hereunder at any time to any entity directly or indirectly owned (in whole or in part) and controlled (including, a co-manager or another party with which Purchaser shares management control) by Purchaser. Except as set forth above, any assignment to a third party shall require Seller's consent.

17. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by hand delivery, or (iii) by recognized overnight courier (such as Federal Express), and addressed or sent as follows:

If to the Purchaser at:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166  
Attention: Edward Rojas, City Manager  
Email: EdwardRojas@cityofdoral.com

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
Attention: Joseph M. Hernandez, Esq.  
Email: jhernandez@wsh-law.com

If to the Seller at:

Donna Jean Douglas Price  
10710 Coronado NE  
Albuquerque, NM 87122

With a copy to:

Fowler White & Burnett  
1395 Brickell Avenue, 14<sup>th</sup> Floor  
Miami, Florida 33131  
Attention: John C. Strickroot, Esq.  
Email: JStrickroot@fowler-white.com

A copy of any notices sent hereunder shall also be sent via electronic mail to the addresses above. Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next Business Day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other. Seller or Purchaser shall advise the other party of the name and address of the party to receive notice as provided herein, provided that until such time as the Seller or



Purchaser notifies the other party of any change in address, such other party shall be entitled to continue to rely on the accuracy of the notice address previously in effect. Notice may be given on behalf of any party by its respective counsel.

18. **Eminent Domain.** In the event that the Property or any portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit and all interest earned thereon, whereupon both parties shall be relieved of all further obligations under this Agreement except those which expressly survive termination of this Agreement, or (ii) proceeding with Closing without reduction of the Purchase Price, in which case Purchaser shall be entitled to all condemnation awards and settlements, if any.

19. **Confidentiality.** Purchaser and Seller agree that without the consent of the other party, this Agreement and the transaction set forth herein shall remain confidential until Closing and shall only be disclosed to parties assisting Purchaser and Seller in the Closing. Purchaser agrees that all press releases in connection with the transaction set forth herein shall require the written approval and consent of Seller. Notwithstanding any other term of this Agreement, the provisions hereof shall survive Closing or the termination of this Agreement.

20. **Miscellaneous.**

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

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

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and provision headings shall be disregarded.

(d) All of the exhibits attached, if any, to this Agreement are incorporated in, and made a part of, this Agreement.

(e) Unless expressly set forth herein, the terms and provisions of this Agreement shall not survive the Closing and such terms and provisions shall be deemed merged into the Deed and extinguished at Closing.

(f) Time shall be of the essence for each and every provision of this Agreement.

(g) Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in any public records.

In computing any period of time or date described herein, if the last day of such period or such date falls on a Saturday, Sunday or holiday recognized by national banking institutions, the period or date will be deemed to run until the end of the next succeeding business day.

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement. Counterpart signatures of this document may be transmitted by facsimile or by PDF attachment to e-mail, all of which shall be deemed an original.

Signed in the presence of:

**SELLER:**

Joe Nevius  
Print Name: Joe Nevius

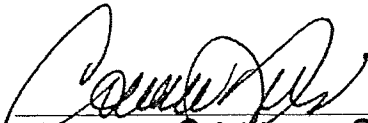
Lisa Nevius  
Print Name: Lisa Nevius

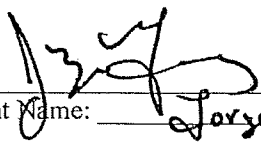
By: Donna Jean Douglas Price  
Donna Jean Douglas Price, as sole trustee under the trust created pursuant to the Revocable Trust Agreement for Joseph W. Price and Donna Jean Douglas Price, dated as of August 22, 2002

(As to Seller)

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement. Counterpart signatures of this document may be transmitted by facsimile or by PDF attachment to e-mail, all of which shall be deemed an original.

WITNESS:

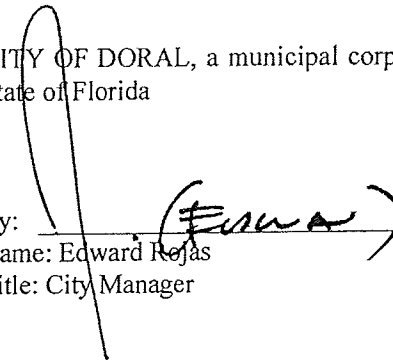
  
Print Name: CONNIE D192

  
Print Name: Jorge Gomez

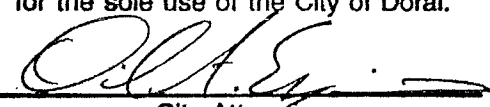
(As to Purchaser)

PURCHASER:

CITY OF DORAL, a municipal corporation of the State of Florida

  
By: \_\_\_\_\_  
Name: Edward Rojas  
Title: City Manager

Approved as to form and legal sufficiency  
for the sole use of the City of Doral.

  
City Attorney

Daniel A. Espino-WSH  
Print Name

Exhibit A

Legal Description

*Tract 64, in Section 17, Township 53 South, Range 40 East, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, recorded in Plat Book 2, at page 17 of the Public Records of Dade County, Florida.*

*Parcel Identification Number: 35-3017-001-0660.*

**RESOLUTION No. 18-38**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF THE TEN (10) ACRE EMPTY PARCEL OF LAND LOCATED ON THE CORNER OR NW 66 STREET AND NW 102 AVENUE FOR AN AMOUNT NOT TO EXCEED \$8.1 MILLION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the “City”) seeks to obtain land to increase the number of local Parks within the community; and

**WHEREAS**, the City located a ten (10) acre parcel of land that if located on the corner of N.W. 66 Street and 102 Avenue; and

**WHEREAS**, the property is South of the Resource Recovery Facility, Folio Number 35—3017-001-0660; and

**WHEREAS**, the Mayor and City Council-Members on August 9<sup>th</sup>, 2017 authorized the City Manager to begin negotiations on the purchase of the property and bring forward the best negotiated price for consideration: and

**WHEREAS**, negotiations were conducted with the property owner and the property owner’s Attorney, John Strickfoot, with the firm of Fowler, White, Burnett; and

**WHEREAS**, the best price for the land was negotiated to \$8.1 Million: and

**WHEREAS**, the funds for this purchase would be transferred from undesignated fund balance to a/c 001.80005.500610, Capital Outlay-Land through a budget amendment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part of hereof by this reference.

**Section 2. Approval.** The City Manager is hereby authorized to purchase the ten (10) acre vacant parcel of land located on the corner of N.W. 66 Street and 102 Avenue for the negotiated price of \$8.1 million. It is acknowledged that an ordinance will be brought forward to City Council for the transfer of the funds from the reserve account to complete the purchase.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provision of this Resolution.

**Section 4. Effective Date.** This is Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes


PASSED AND ADOPTED this 13 day of February, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY