

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A resolution approving and authorizing the proper city officials to execute a contract for sale and purchase between Najeh Davenport and the City of Pompano Beach for the purchase of property located at the northeast boundary of Highlands Park on NE 50th Court.

Fiscal Impact: \$5,850, Non-department Land Acquisition Account - 001-9910-599-61-00

Summary of Purpose and Why:

This request is for the City Commission to provide approval for city staff to execute a contract for sale and purchase of property located at the northeast boundary of Highlands Park and NE 50th Court from Najeh Davenport for \$5,850.



The purchase of this property comports with the Parks, Recreation and Cultural Arts Departments Strategic Plan Superior Capacity: Goal 5.0: Improve neighborhoods, Initiative: 6.4: Ensure capacity for growths in parks

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$5,850 – Non-department Land Acquisition Account 001-9910-599-61-00 With the attached budget adjustment

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---------------------------|----------------|-----------------------------|-----------------------------|
| Parks & Recreation | <u>5-27-15</u> | <u>Approve</u> | <u>Mark Beaudreau</u> |
| Finance | <u>5-28-15</u> | <u>Approval</u> | <u>J. Subble</u> |
| Budget | <u>5-28-15</u> | <u>Approval</u> | <u>[Signature]</u> |
| City Attorney | <u>5/28</u> | <u>[Signature]</u> | <u>[Signature]</u> |

X City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

| Ordinance Workshop | Resolution | Consideration |
|-------------------------------|-------------------------------|----------------|
| 1 st Reading _____ | 1 st Reading _____ | Results: _____ |
| 2 nd Reading _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A079

DATE: May 26, 2015

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item – Purchase of Property Northeast Boundary
of Highlands Park

Please place the attached resolution on the June 9, City Commission Agenda. The contract is between the City and Najeh Davenport for the purchase of property located at the northeast boundary of Highlands Park on NE 50th Court for \$5,850.

The purchase of this property comports with the Parks, Recreation and Cultural Arts Departments Strategic Plan Superior Capacity: Goal 5.0: Improve neighborhoods, Initiative: 6.4, Ensure capacity for growths in parks.

afh



City Attorney's Communication #2015-978

May 18, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Gordon B. Linn, City Attorney

RE: Resolution and Contract for Sale and Purchase

As requested, the above-referenced Contract has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN NAJEH DAVENPORT AND THE CITY OF POMPANO BEACH FOR THE PURCHASE OF PROPERTY LOCATED AT THE NORTHEAST BOUNDARY OF HIGHLANDS PARK ON NE 50TH COURT PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/recr/2015-978

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR SALE AND PURCHASE BETWEEN NAJEH DAVENPORT AND THE CITY OF POMPANO BEACH FOR THE PURCHASE OF PROPERTY LOCATED AT THE NORTHEAST BOUNDARY OF HIGHLANDS PARK ON NE 50TH COURT PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract for Sale and Purchase between Najeh Davenport and the City of Pompano Beach for the purchase by the City of property located at the northeast boundary of Highlands Park on NE 50th Court, a copy of which contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract for Sale and Purchase thereto between Najeh Davenport and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

(unimproved)

SOLD "AS IS"

Parties:

NAJEH DAVENPORT, of 12622 SW 28th Street, Miramar, Florida 33027, hereinafter referred to as "SELLER,"

and

CITY OF POMPANO BEACH, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, "BUYER,"

hereby agree that the SELLER shall sell and the BUYER shall buy the following real property ("Property") situate, lying and being in Broward County, Florida, all of which is referred to as the "Property", upon the terms and conditions hereinafter set forth.

DESCRIPTION

That portion of Tract C, POMPANO BEACH HIGHLANDS, 2ND SECTION, according to the plat thereof as recorded in Plat Book 36, Page 21, of the Public Records of Broward County, Florida, being more particularly described as follows:

That part of said Tract C lying within the following described parcel: Beginning at the point of intersection where the North line extended East intersects the Southeasterly line extended to the Northeast of said Tract C, thence run Southwest along said Southeasterly line a distance of 75 feet; thence run Northwest to said North line of Tract C at a point 75 feet West of the Point of Beginning; thence run East 75 feet to the Point of Beginning.

Folio #: 4843 07 04 0030

TERMS AND CONDITIONS OF PURCHASE

Purchase Price:

BUYER agrees to pay or cause to be satisfied as and for the total purchase price for the Property, in the manner and at the times hereinafter specified, the sum of Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$5,850.00)

Proceeds of Sale:

The purchase price shall be paid at closing by a trust or escrow account check locally drawn, payable to SELLER, less any credits to BUYER, pursuant to any adjustments necessitated by proration of any sums agreed to be prorated between the parties, if any.

TIME AND PLACE OF CLOSING

It is agreed that this transaction shall be closed, and the BUYER shall pay the closing purchase price as provided herein above, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this contract on or before the 90th day after execution of the contract by the BUYER, at the office of the City Attorney, or at such other place as SELLER may designate. Unless otherwise agreed upon in this contract, possession and occupancy will be delivered to BUYER at the time of closing.

TAXES/PRORATION

Taxes:

In the event the date of closing of fee title shall occur between January 1 and November 1, SELLER shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division, an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on said real property. All funds necessary to pay for prorated taxes shall be deducted by BUYER from the proceeds of sale at closing. Liens for special assessments and taxes on personal property are not subject to proration.

General Prorations:

Any rents, revenues, unearned insurance premiums, liens, or other charges to be prorated shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

PROPERTY SOLD "AS IS"

All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, representation or information, not embodied in this Agreement, made by the other, or by any real estate broker, agent, employee, servant or other person representing or purporting to represent SELLER. BUYER has inspected the Property and is thoroughly acquainted with its condition and takes same "as is." SELLER has not made and does not make any representations as to the physical condition, expenses, operation, title or any other matter or thing affecting or related to the property, except as specifically set forth in this contract. BUYER acknowledges that all representations which SELLER has made, if any, and upon which BUYER relied in making this contract, have been included in this Agreement.

CONVEYANCES

The property herein described shall be conveyed at closing by delivery of a properly executed and acknowledged quit claim deed

SURVEY

BUYER, at BUYER's expense, may have the Property surveyed and certified by a Registered Florida Surveyor and shall have said sealed survey delivered to SELLER. If the survey shows encroachments on Property or that improvements located on Property encroach on setback lines, easements, lands of others or violates any restrictions, the covenants herein or applicable governmental regulations, the same shall constitute a title defect as provided for hereinafter in paragraph entitled, "Examination and Approval of Title."

DOCUMENTARY STAMPS AND TANGIBLE TAXES AND RECORDING COSTS

SELLER shall cause to be placed upon the warranty deed conveying the Property, state surtax and documentary stamps as required by law. SELLER shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which BUYER deems necessary to assure good and marketable title. BUYER shall pay for the cost of recording the warranty deed.

CONTRACT EFFECTIVE

This contract or any modification, amendment, or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved by the CRA Commissioners and executed by the CRA's Chairman and Secretary.

EXISTING MORTGAGES AND LEASES

Mortgages:

SELLER shall obtain and furnish at Seller's expense, not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien or encumbrance affecting the title to the property herein to be conveyed, setting forth the amount of principal, interest and/or penalties necessary to be paid to discharge such mortgage, lien or encumbrance in full.

Leases:

SELLER shall, on or before fifteen (15) days prior to closing, furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of said tenant's occupancy, rental rate, advance rents or security deposits paid by tenant. In the event SELLER is unable to obtain said estoppel letters from tenants, the same information may be furnished by SELLER to BUYER in the form of a seller's affidavit.

PERSONS BOUND

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

TIME OF THE ESSENCE

It is hereby understood and agreed between the parties that time is of the essence throughout this contract.

MECHANICS' LIENS

SELLER hereby represents and warrants to BUYER that as of the effective date of this contract, there are no claims or potential claims for mechanic's liens, either statutory or at common law, and that neither SELLER nor SELLER's agent has caused to be made on the Property within ninety (90) days immediately preceding the effective date of this contract, any improvement which could give rise to any mechanic's lien. SELLER shall furnish to BUYER at time of closing an affidavit in the form approved by the Seller Attorney.

If any improvements have been made to the Property within ninety (90) days prior to the date of closing, SELLER shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers or materialmen, in addition to SELLER's mechanic's lien affidavit, setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, and further reciting that, in fact, all bills for work to the Property which could serve as the basis for a mechanic's lien, have been paid.

BROKER'S COMMISSION

SELLER hereby represents and warrants that it has dealt with no broker, and SELLER agrees to hold BUYER harmless from any claim or demand for commissions made by or on behalf of any broker or agent in connection with this purchase and sale.

MODIFICATION

This contract supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

EXAMINATION AND APPROVAL OF TITLE

SELLER does not warrant to BUYER that SELLER owns fee simple marketable title to the Property. It is understood and agreed that the SELLER is not obligated by the terms of this contract to provide BUYER with any evidence of title; however, BUYER reserves the right to secure such evidence of title as is satisfactory to BUYER, at the expense of the BUYER, and to cause an examination of such evidence of title to be performed prior to closing. It is understood and agreed that should such evidence of title or its examination reveal defects or deficiencies in the title to the Property which would render title to the Property unacceptable to BUYER, then in such event BUYER shall notify SELLER of such defects or deficiencies, and SELLER shall have the option of curing same, and closing of this transaction shall be postponed a reasonable time until such deficiencies or defects are

cured. In the event SELLER elects not to attempt to cure such title defects or deficiencies, then in such event BUYER shall have the option of either accepting title as it then is and paying the purchase price therefor, or in the alternative, BUYER shall have the option of declaring this contract cancelled, in which case, each party shall be relieved of any further obligations hereunder.

ENVIRONMENTAL MATTERS

SELLER represents that SELLER has no underground storage containers or buried barrels or drums of any kind in or on the Property and does not and has not conducted hazardous or toxic substances activity. BUYER, at BUYER's expense, may have a Phase I Environmental Property Assessment upon the Property and any improvements upon the Property by a Florida licensed professional engineer. SELLER acknowledges and agrees that said environmental assessment may include the clearing of trees and underbrush, the moving of stored materials and/or tests borings. Should the said environmental assessment disclose facts which the BUYER, in his sole discretion, finds to be objectionable, same shall constitute a defect upon notice to the SELLER by BUYER of his objection. SELLER shall have the option of curing same to the satisfaction of BUYER, and closing of this transaction shall be postponed until such deficiencies or defects are cured, but not longer than one hundred twenty (120) days from date of notice unless the BUYER agrees otherwise. In the event SELLER elects not to attempt to cure such defects or deficiencies, then in such event BUYER shall have the option of either accepting title as it then is and paying the purchase price therefor, or in the alternative, BUYER shall have the option of declaring this contract canceled, in which case, each party shall be relieved of any further obligations hereunder.

EXECUTION

This document, consisting of six (6) pages, shall be executed in at least three counterparts, each of which shall be deemed an original.

"SELLER":

WITNESSES:

Carleen Howard
signature

Carleen Howard
name printed, typed or stamped

Pronea Boedas
signature

Pronea Boedas
name printed, typed or stamped

BY: NAJEH DAVENPORT

DATED: 5/21/15

"BUYER":

WITNESSES:

CITY OF POMPANO BEACH

BY: _____
LAMAR FISHER, MAYOR

BY: _____
DENNIS W. BEACH, CITY MANAGER

DATED: _____

ASCELETA HAMMOND
CITY CLERK

APPROVED AS TO FORM:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
5/18/15
L:realest/2015-977

Purchase Of Additional Property Contiguous To Pompano Highlands Park



- City to purchase property outlined in red, which is located at the northeast boundary of Highlands Park on NE 50th Court.

