

VACANT LOTS LOCATED AT THE  
NORTHWEST CORNER OF ALAVA AVENUE  
AND TOLEDO STREET  
CORAL GABLES, FLORIDA

PURCHASE AND SALE AGREEMENT

BETWEEN

GRANADA PRESBYTERIAN CHURCH

AND

GRANADA CONTINUING PRESBYTERIAN CHURCH, INC.,  
a Florida not for profit corporation

AS SELLER

AND

CITY OF CORAL GABLES,  
a municipal corporation existing under  
the laws of the State of Florida

AS PURCHASER

July 5<sup>th</sup>, 2019

## PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the GRANADA PRESBYTERIAN CHURCH and the GRANADA CONTINUING PRESBYTERIAN CHURCH, INC., a Florida not for profit corporation (collectively, the "Seller"), and the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the "Purchaser"). In consideration of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree to the following terms and conditions:

1. **PURCHASE AND SALE.** Subject to the terms of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following property (collectively, the "Property"):

1.1 Those certain parcels of property located at the northwest corner of Alava Avenue and Toledo Streets, Coral Gables, Florida, having the following folio numbers: 03-4119-001-5270, 03-4119-001-5280, and 03-4119-001-5290, as more particularly described in Exhibit "A" (the "Realty");

1.2 The land and all buildings, structures and other improvements situated on the Realty, if any (the "Improvements");

1.3 All fixtures, affixed to or situated on the Realty, and owned by Seller, if any (the "Personalty");

1.4 All deposits, licenses, permits, contract rights, and approvals and authorizations issued by any governmental authority, pertaining to ownership and/or operation of the Realty, Improvements or Personalty;

1.5 All intangible personal property now or hereafter owned by Seller and used in the ownership, use or operation of the Realty, Improvements or Personalty, including, without limitation, any and all utility contracts, any contracts or other agreements or rights relating to the ownership, use and operation of the Property (collectively, the "Intangible Property");

1.6 All of Seller's right, title and interest in and to all (i) contracts and agreements relating to the upkeep, repair, maintenance or operation of the Realty, Improvements or Personalty, and (ii) existing warranties and guaranties (express or implied) issued to Seller in connection with the Improvements or the Personalty, and (iii) existing permits, licenses, approvals, authorizations and certificates of occupancy issued by any governmental authority in connection with the Realty or Improvements;

1.7 All strips, gores, all minerals, oil, gas and other hydrocarbon substances on and under the Realty, as well as all development and air rights relating to the Realty, all

easements, privileges, rights-of-way, riparian and other water rights, rights to lands underlying any adjacent streets or roads, and other tenements, hereditaments and appurtenances, if any, pertaining to or accruing to the benefit of the Realty and Improvements.

2. EFFECTIVE DATE. The date of this Agreement, for purposes of performance, shall be the date when the last one of Seller or Purchaser has signed this Agreement, as stated on the signature page (the "Effective Date").

3. CLOSING DATE. Subject to other provisions of this Agreement for extension or termination, closing on the transaction described in this Agreement (the "Closing") shall be held in Miami-Dade County, Florida by mail or electronic means on (i) the date which is ten (10) days after (a) the expiration of the Investigation Period and (b) the satisfaction of all Conditions Precedent (as defined herein), including the City Commission Approval (as defined herein) (if such date is not a business day then upon the next ensuing business day), or (ii) such other earlier date and time as Purchaser and Seller may mutually agree upon in writing (the "Closing Date").

4. DEPOSIT.

4.1 Within three (3) business days after the execution and delivery of this Agreement, Purchaser shall deposit with Holland & Knight LLP, as escrow agent (the "Escrow Agent"), the sum of FIFTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$53,750.00), in good funds in good funds, either by certified bank or cashier's check or by federal wire transfer, the proceeds of which shall be held in trust as an earnest money deposit (the "Deposit") by Escrow Agent, and disbursed only in accordance with the terms of this Agreement.

5. PURCHASE PRICE.

5.1 The total purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property is ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,137,500.00). The purchase contemplated in this Agreement shall be an all cash purchase without any financing contingency.

6. TITLE EVIDENCE: Purchaser shall, at Purchaser's expense, obtain an ALTA marketability title insurance commitment (the "Commitment"), with fee owner's title policy premium to be paid by Purchaser at Closing, issued by a national title insurer ("Title Insurer"). The Commitment shall show Seller to be vested with good, marketable and insurable fee simple title to the Realty, insurable in an amount equal to the Purchase Price in accordance with the standards adopted from time to time by The Florida Bar, at standard rates, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, rights-of-way, easements, and other matters affecting title, except the following (the "Permitted Exceptions"):

6.1 Ad valorem real estate taxes for 2019 and subsequent years;

6.2 Existing zoning ordinances and governmental regulations; and

6.3 those matters shown on the Commitment or the Survey that either are not objected to in writing within the periods provided in Section 8 below, or if objected to in writing

by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property.

7. SURVEY.

7.1 Purchaser may order, at Purchaser's expense, a survey (the "Survey") of the Realty and Improvements.

7.2 If the Survey shall reflect any encroachments, overlaps, unrecorded easements or similar rights in third parties, or any other matters deemed adverse by Purchaser, in Purchaser's sole and absolute discretion, then the same shall be deemed "Title Defects" as set forth in Section 8.

7.3 Seller acknowledges that the legal description of the Property shall be, after review and approval by the Purchaser, the legal description noted in the Commitment (as defined herein) and the Survey (as defined herein) to be obtained by Purchaser, as provided in this Agreement.

8. TITLE DEFECTS.

8.1 If Purchaser finds title to be defective, as determined by Purchaser in its sole discretion, which defects may include, but shall not be limited to, encroachments, unrecorded easements, adverse title matters, liens, violations, open or expired permits or outstanding code violations, (collectively, the "Title Defects"), Purchaser shall, prior to the expiration of the Investigation Period, notify Seller in writing specifying the Title Defects ("Title Objection Notice").

8.2 Seller shall be obligated to advise Purchaser in writing ("Seller's Cure Notice") within ten (10) business days after Purchaser delivers any Title Objection Notice, which of the Title Defects specified in the applicable Title Objection Notice Seller is willing to cure (the "Seller's Cure Items"). If Seller delivers a Seller's Cure Notice, and identifies any Seller's Cure Items, Seller shall be unconditionally obligated to cure or remove the Seller's Cure Items prior to Closing. A failure to deliver Seller's Cure Notice within such ten (10) business day period shall be deemed an election to cure all the Title Defects set forth in the applicable Title Objection Notice. In the event that Seller's Cure Notice does not include each and every Title Defect specified in the applicable Title Objection Notice, Purchaser shall have the option to:

8.2.1 Close and accept the title "as is," without reduction in the Purchase Price and without claim against Seller for such Title Defects (except for any lien that can be removed by the payment of money or bonding, for which credit shall be given Purchaser at the Closing); or

8.2.2 Cancel this Agreement, in which event, Escrow Agent shall return the Deposit, together with any and all interest earned on it, to Purchaser; upon such return of the Deposit, both parties shall be released from all further obligations under this Agreement (other than the indemnification obligations contained elsewhere in this Agreement), unless such defects were caused by Seller's willful act or willful omission, in which event Seller shall remain

liable to Purchaser for damages caused by the defects and Purchaser shall have the option to seek specific performance of this Agreement.

8.3 Prior to Closing, Purchaser shall be entitled to update the Commitment and, in the event Purchaser finds any Title Defects, as determined by Purchaser in its sole discretion, Purchaser shall promptly notify Seller in writing specifying the Title Defect(s). Seller will have thirty (30) days from receipt of notice within which to remove the Title Defect(s), failing which Purchaser shall have the options provided in Sections 8.2.1 and 8.2.2 above

8.4 Notwithstanding the foregoing, any mortgage created by Seller which can be cured by the payment of money will be paid with the sale proceeds at Closing.

9. INVESTIGATION PERIOD.

9.1 If Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the result of Purchaser's investigations, then Purchaser may cancel this Agreement by notifying Seller of such cancellation on or before 5:00 p.m. on the ninetieth (90th) day (assuming it is a business day, otherwise on the next ensuing business day) following the Effective Date (the "Investigation Period"), whereupon Escrow Agent, shall return the Deposit to Purchaser and both parties shall be released from all further obligations under this Agreement.

9.2 Immediately following the Effective Date and continuing during the Investigation Period, Seller will make available to Purchaser copies of all of Seller's records and files pertaining to environmental matters, code enforcement, code violations, zoning matters and other regulatory matters relating to the Property.

9.3 During the Investigation Period, Purchaser shall have the right to conduct, at Purchaser's expense, whatever investigations, analyses and studies of the Property that Purchaser may deem appropriate to satisfy Purchaser with regard to:

9.3.1 the physical condition of the building(s) and other improvements included in the Property, including their structure, roofs, air conditioning, heating, electrical, plumbing and other mechanical systems;

9.3.2 the physical condition of all fixtures and other items of property referred to in Subsection 1.3 above;

9.3.3 the permitted uses of and improvements to the Property under applicable building and zoning ordinances and the present compliance or non-compliance with the same;

9.3.4 evidence of any hazardous waste or similar materials, and of Radon, in, on, under or about the Property;

9.4 Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk, cost and expense. No destructive testing shall be permitted. All of such entries upon the Property shall be at reasonable times, during normal business hours, and after at least one business days' prior notice

to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property.

9.5 The inspections under this Section 9 may include environmental and soil inspections of the Property, including, without limitation, Phase I and Phase II environmental site assessments of the Property.

9.6 Upon Purchaser's waiver of or failure to duly exercise its right to terminate described in this Section 9, Purchaser shall have accepted the Property "as is", with no representations or warranties regarding the Property, other than any which may be specifically stated in this Agreement. Following the expiration of the Investigation Period, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except as may be specifically stated in this Agreement.

9.7 No inquiry, examination, or analysis made by Purchaser (or the results of them) shall reduce, limit or otherwise affect the representations and warranties made by Seller in this Agreement.

## 10. REPRESENTATIONS, WARRANTIES AND COVENANTS.

10.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, which representations and warranties shall be deemed to have been made again as of the Closing, as follows:

10.1.1 Authority. Seller is a not for profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement (i) is and at the time of Closing will be duly authorized, executed and delivered by Seller, (ii) is and at the time of Closing will be legal, valid and binding obligations of Seller, and (iii) does not and at the time of Closing will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Buyer at Closing (i) are or at the time of Closing will be duly authorized, executed and delivered by Seller, (ii) are or at the time of Closing will be legal, valid and binding obligations of Seller, and (iii) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject;

10.1.2 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "Federal Code");

10.1.3 Service Contracts. Seller has not entered into any contracts, subcontracts, arrangements, licenses, concessions, easements, or other agreements, either recorded or unrecorded, written or oral, affecting all or any portion of the Property, or the use of it, other than as previously disclosed to Purchaser. Seller shall not modify any existing instrument nor enter into any new contract or other agreement affecting all or any portion of the Property, or the use of it, without the prior written consent of Purchaser;

10.1.4 Pending Actions. There are no (i) existing or pending improvement liens affecting the Property; (ii) violations of building codes and/or zoning ordinances or other governmental or regulatory laws, ordinances, regulations, orders or requirements affecting the Property; (iii) existing, pending or threatened lawsuits or appeals of prior lawsuits affecting the Property; (iv) existing, pending or threatened condemnation proceedings affecting the Property; (v) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could affect Purchaser's use of the Property; or (vi) existing, pending or expired permits affecting the Property (except as otherwise approved by Purchaser as of the Closing Date); to Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement (collectively, "Pending Action Notices").

10.1.5 No Bankruptcy. Seller has not been the subject of any filing of a petition under any federal or state bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

10.1.6 Possession and Occupancy. Seller represents and warrants to Purchaser that, except for Seller, no other parties have any rights of occupancy or possession of all or any portion of the Property.

10.1.7 Condemnation. Seller has received no written notice of any condemnation proceedings relating to the Property ("Condemnation Notices").

10.1.8 Marketable Title. Seller is vested with good and marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions; Seller is vested with good and marketable title to all fixtures and other items of property referred to in Section 1, free of all financing and other liens or encumbrances;

10.1.9 Access. There is permanent vehicular and pedestrian egress from and ingress to the Realty over public roads;

10.1.10 Compliance with Law. Seller shall comply prior to Closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property;

10.1.11 Environmental Matters. There is no radon in the Improvements which are above government approved levels. Seller has not done nor allowed anything which could cause toxic or hazardous materials or waste to be present in, on or about the Property, and has no knowledge of any such materials or waste being or ever having been in, on, or about the Property or adjacent properties. No toxic or hazardous materials or wastes have been, are or shall be located or stored on or under the Property or on or under property adjacent to it, which have or will have an adverse effect upon the use, development and/or value of the Property. Seller indemnifies and holds harmless Purchaser, its agents, officers, employees, successors and assigns, against all losses, claims, damages, liability, attorneys' and accountants' fees and costs (including those for appellate proceedings and post judgment proceedings and those of paralegals

and similar persons), litigation and all other expenses related to, growing out of, or arising from any toxic or hazardous materials or wastes as described in this subsection;

10.1.12 Fees and Assessments. All impact fees, use fees and assessments relating to the Property have been paid and the benefits of them are assignable to Purchaser without additional cost to Purchaser;

10.1.13 Restrictions on Sale. There are no agreements currently in effect which restrict the sale of the Property;

10.1.14 No Rights of First Refusal. There are no options or rights of first refusal to any other person or entity to purchase the Property which has not been terminated.

10.1.15 No Contributions. No commitments or agreements have been or will be made to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Realty, or otherwise impose liability on Purchaser;

10.1.16 Utilities. There are, at the property line of the, Property on and available for use to and upon the Property, all necessary electric and telephone lines and water distribution lines and sewerage collection lines; such water lines shall be of sufficient size, capacity and pressure adequately and efficiently to serve the Property;

10.1.17 ERISA.

a. Seller represents, warrants and covenants that it is acting on its own behalf and that as of the date hereof it is not an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") which is subject to Title I of ERISA nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended, each of the foregoing hereinafter referred to collectively as a "Plan," and the assets of such Plans within the meaning of Department of Labor Regulation Section 2510.3-101.

b. Seller has no present intent to transfer the Property to any entity, person or employee benefit plan as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or to a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as "Plan") which will cause a violation of ERISA.

c. Seller shall not assign its interest under this Agreement to any entity, person, or Plan which will cause a violation of ERISA.

10.1.18 OFAC. Seller (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website,



<<[http://www.treas.gov/ofac/t11>\\_sdn.pdf](http://www.treas.gov/ofac/t11>_sdn.pdf)> or at any replacement website or other replacement official publication of such list and (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

10.2 Status of Seller's Representations. At all times during the term of this Agreement and as of Closing, all of Seller's representations, warranties and covenants in this Agreement shall be true and correct; no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in them or in this Agreement not misleading.

10.3 Survival and Limitations of Seller's Representations.

10.3.1 Survival. The representations and warranties of Seller set forth in this Agreement hereof, as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of twelve (12) months.

10.4 Seller Covenants. Seller hereby covenants with Purchaser as follows:

10.4.1 From the Effective Date hereof until the Closing or earlier termination of this Agreement, Seller shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the date hereof;

10.5 Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing;

10.5.1 Organization and Authority. Purchaser is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement (i) is and at the time of Closing will be duly authorized, executed and delivered by Purchaser, (ii) is and at the time of Closing will be legal, valid and binding obligations of Purchaser, and (iii) does not and at the time of Closing will not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents executed by Purchaser which are to be delivered to Seller at Closing (i) are or at the time of Closing will be duly authorized, executed and delivered by Purchaser, (ii) are or at the time of Closing will be legal, valid and binding obligations of Purchaser, and (iii) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

10.5.2 Survival of Purchaser's Representations. The representations and warranties of Purchaser set forth in this Agreement hereof as updated as of the Closing in

accordance with the terms of this Agreement, shall survive Closing for a period of twelve (12) months.

11. CONDITIONS PRECEDENT.

11.1 An express condition precedent to Purchaser's obligation to close this transaction is the truth and correctness of all of Seller's representations and warranties and the fulfillment of all of Seller's covenants at all times during the term of this Agreement and as of Closing, and no inquiry, analysis or examination made by Purchaser (or the results of them) shall reduce, limit or otherwise affect said representations, warranties and covenants.

11.2 The following items are additional conditions precedent to Purchaser's obligation to close this transaction:

11.2.1 Seller acknowledges that Purchaser may make any investigations and take any and all action as may be necessary or advisable in order to obtain approval of the Coral Gables City Commission (the "City Commission Approval") to allow for the purchase of the Property.

11.3 Seller and Purchaser acknowledge and agree that the City Commission Approval shall be a condition precedent to Purchaser's obligation to purchase the Property. In the event that the forgoing condition is not satisfied prior to the Closing Date, Purchaser may terminate this Agreement upon written notice to Seller. Upon such written notice, the Agreement shall be terminated and be of no further force and effect and Escrow Agent shall promptly return the Deposit to Purchaser.

12. DEFAULT BY SELLER. If any of Seller's representations and warranties are not true and correct or Seller's covenants are not fulfilled, including, without limitation, Seller's obligation to convey the Property, or all other conditions precedent are not met as of Closing (or earlier specified date, if any), or Seller fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, including, without limitation, failure to close due to any default or failure on the part of Seller, then Purchaser, at Purchaser's sole option, may elect to:

12.1 Waive the default or failure and close "as is", provided Seller is otherwise ready, willing, and able to close; or

12.2 Cancel this Agreement by written notice to Seller given on or before the Closing Date, in which event, Escrow Agent shall return the Deposit to Purchaser; upon such return, both parties shall be released from all further obligations under this Agreement and except for the indemnification obligations contained elsewhere in this Agreement (unless the default was caused by the willful act or omission of, or the misrepresentation or breach of warranty or covenant by, Seller, in which event Seller shall continue to be liable for damages and attorneys' fees caused by such default, including, but not limited to, its due diligence costs incurred in its inspection of the Property);

12.3 Seek specific performance of Seller's obligation under this Agreement.

13. DEFAULT BY PURCHASER. In the event of the failure or refusal of Purchaser to close this transaction, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Agreement, Seller shall (i) have the right to receive the Deposit as agreed and liquidated damages for said breach (and not as a penalty) and as Seller's sole and exclusive remedy for default of Purchaser, whereupon the parties shall be relieved of all further obligations under this Agreement, except for indemnities from Purchaser which are to survive termination or cancellation of this Agreement.

14. DAMAGES. The parties agree that money damages are not an adequate remedy for breach of this Agreement by Seller and, in addition to any other remedies available to Purchaser in the event of a breach of this Agreement by Seller, Purchaser shall be entitled to the remedy of specific performance to enforce the terms hereof.

15. PRORATIONS. Real estate and personal property taxes, insurance, rents, interest, costs and revenues and all other proratable items shall be prorated as of the Closing. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon such taxes for the prior year and, at the request of either party, such taxes for the year of Closing shall be prorated and adjusted when the tax bill for the year of Closing is received and the actual amount of taxes is known.

16. SPECIAL ASSESSMENT LIENS. Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid in full by Seller. Purchaser will be responsible for all assessments of any kind which are certified, confirmed, and ratified after Closing. This section applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

17. CLOSING COSTS. At the Closing, Seller and Purchaser shall be responsible for their own legal fees in connection herewith. Florida municipal corporations are exempt from documentary stamp taxes. Pursuant to Florida Statutes Chapter 201.01, if one party to a transaction is exempt from documentary stamp taxes, the nonexempt party is required to pay the tax. Purchaser, as a municipal corporation of the State of Florida, is exempt from documentary stamp taxes. Seller shall pay the documentary stamps on the deed. Purchaser shall pay for the title examination, title insurance, recording of the deed, and its due diligence costs. Seller shall pay the recording costs on documents necessary to clear title. If Seller is obligated to discharge any encumbrance at or prior to Closing and fails to do so, Purchaser may use purchase proceeds to satisfy the encumbrances. All other closing costs are to be allocated in the manner typical of similar transactions conducted within Miami-Dade County, Florida.

18. CLOSING.

18.1 Seller shall convey title to the Property by good and sufficient Statutory Warranty Deed, subject only to the Permitted Exceptions. Seller shall also deliver to Purchaser at the Closing:

18.1.1 a mechanic's lien affidavit, to the title insurer and Purchaser, in form acceptable to Purchaser's Title Insurer to delete the standard exception relating to such liens in Purchaser's owner's title insurance policy;

18.1.2 an affidavit, to the Title Insurer and Purchaser, that there are no unrecorded easements and that Seller has exclusive possession of the Property and that Seller has done nothing to change the state of facts shown on the Survey, in form acceptable to Purchaser's Title Insurer to delete the standard exceptions relating to such matters in Purchaser's owner's title insurance policy;

18.1.3 a gap affidavit and indemnification agreement acceptable to Title Insurer for purposes of deleting the "gap" from Purchaser's title commitment and policy;

18.1.4 an appropriate assignments of all leases, deposits, licenses, easements, rights-of-way, contract rights, intangible rights and other property and rights included in this transaction;

18.1.5 appropriate restatements of Seller's covenants, representations and warranties which are to survive Closing;

18.1.6 appropriate evidence of Seller's corporate existence and authority to sell and convey the Property, including without limitation: Seller's articles of incorporation, a certificate from the Secretary of State of Florida of qualification to transact business in Florida together with certified copies of any document filed with such articles; a certificate of due incorporation and good standing from the appropriate governmental authorities; and a certified copy of the resolution of Seller's board of directors identifying Seller's officers and authorizing this transaction and authorizing its officer(s) to execute all requisite documents, including the Statutory Warranty Deed;

18.1.7 instruments necessary to clear title, if any, including those required to remove standard exceptions from the title policy; and

18.1.8 a non-foreign certificate and other documentation as may be appropriate and satisfactory to Purchaser to meet the non-withholding requirements under FIRPTA and any other federal statute or regulations.

19. **BROKERS.** The parties each represent and warrant to the other that there is no real estate broker, salesman or finder involved in this transaction, except the Seller represents that it has entered into an active Listing Agreement with Berkshire Hathaway HomeServices EWM Realty (BHHS EWM Realty) to sell the Property. If a claim for brokerage or similar fees 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 to this Agreement, other than BHHS EWM Realty, then that party shall indemnify, defend and hold the other party under this Agreement harmless from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs, including those for appellate matters and post judgment proceedings) with respect to said claim for brokerage. The provisions of this section shall survive the Closing or the termination or cancellation of this Agreement. The Seller shall pay BHHS EWM Realty a commission outside the closing in accordance with the terms of the Listing Agreement between the Seller and BHHS EWM Realty. The Purchaser shall have no obligation to pay a commission to BHHS EWM Realty.

20. ASSIGNABILITY. Purchaser shall be entitled to assign Purchaser's rights and obligations under this Agreement to any entity wholly owned and controlled by Purchaser, but to no other person or entity. In the event of an assignment, the assignor shall be released from any and all of the assignor's obligations under this Agreement, provided that the assignee agrees in writing to be bound fully by the terms and conditions of this Agreement as if said assignee were the original signatory to it.

21. ESCROW AGENT.

21.1 Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement. Escrow Agent is the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding that Escrow Agent shall continue to have the duties provided for in this Agreement.

21.2 Escrow Agent may (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

21.3 The parties to this Agreement do and shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys' fees and costs, which it may incur or with which it may be threatened by reason of its action as Escrow Agent under this Agreement, except for such matters which are the result of Escrow Agent's gross negligence or willful malfeasance.

21.4 If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action; Escrow Agent may represent itself in any such interpleader action and charge its usual and customary legal fees for such representation, and the court shall award such attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

21.5 Escrow Agent may consult with counsel of its own choice, including counsel within its own firm, and shall have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

21.6 Escrow Agent may resign upon five (5) days' written notice to Seller and Purchaser. If a successor escrow agent is not appointed jointly by seller and Purchaser within the five (5) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

22. NOTICES. Any notices required or permitted to be given under this Agreement shall be delivered by hand, by electronic mail or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by electronic mail sent after 5:30 p.m. on the next ensuing business day after transmission.

Notices to Purchaser:

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Attn: Peter Iglesias

With a copy to:

Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131  
Attn: Vivian de las Cuevas-Diaz, Esq.  
Telephone: 305-789-7452  
Email: vivian.cuevas@hklaw.com

Notices to Seller:

Granada Presbyterian Church  
950 University Drive  
Coral Gables, Florida 33134  
Attn: Jeff Sullivan

Notices to Escrow Agent:

Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131  
Attn: Vivian de las Cuevas-Diaz, Esq.  
Telephone: 305-789-7452  
Email: vivian.cuevas@hklaw.com

23. RISK OF LOSS.

23.1 Subject to the force majeure provisions of Section 24, the Property shall be conveyed to Purchaser in the same condition as on the date of this Agreement, ordinary wear and tear excepted.

23.2 Upon receipt of an offer or any notice or communication from any other governmental or quasi-governmental body seeking to take under its power of eminent domain all or any portion of the Property, Seller shall promptly notify Purchaser of the receipt of same and shall send such communication, or a copy of it, to Purchaser. Upon receipt of such notice, Purchaser shall have the right to rescind this Agreement by delivery of written notice to Seller within sixty (60) days of Purchaser's receipt of the communication from Seller. In the event Purchaser elects to rescind, then Purchaser shall receive a refund of the Deposit, in which case both parties shall be relieved of all further obligations under this Agreement, except for the indemnities from Purchaser which are to survive termination or cancellation of this Agreement. In the event Purchaser elects not to rescind, then Purchaser shall be entitled to all condemnation awards and settlements. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned property.

24. FORCE MAJEURE. Purchaser and Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrection, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including the Closing Date, will be extended a reasonable time up to seven (7) days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than thirty (30) days beyond the Closing Date, then either party may terminate this Agreement by delivering written notice to the other party and the Deposit shall be refunded to Purchaser, thereby releasing the Purchaser and Seller from all further obligations under this Agreement.

25. RETURN OF DEPOSIT. Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and Purchaser has timely given any required notice regarding the condition having not been met, Purchaser's Deposit shall be returned in accordance with applicable Florida laws and regulations.

26. RADON GAS NOTICE. Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Purchaser hereby acknowledges, the following notification:

**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.

(This notice does not in any way lessen Seller's representation and warranty regarding radon, above.)

27. SOVEREIGN IMMUNITY. Seller and Purchaser acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against the Purchaser other than claims arising out of this Agreement. Specifically, Seller acknowledges that it cannot and will not assert any claims against Purchaser, unless the claim is based upon a breach by Purchaser of the Agreement. Nothing in the Agreement shall be intended to operate as a waiver of Purchaser's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

28. WAIVER OF JURY TRIAL. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to, this Agreement.

29. COOPERATION. Purchaser agrees to cooperate with Seller in affecting a like kind exchanges, provided there is no cost or delay to Purchaser.

30. CONFIDENTIALITY. Purchaser agrees to maintain the results of all inspections in a confidential manner and not release them to any third party, other than to professionals hired by Purchaser in connection with the purchase of the Property. Purchaser shall provide Seller with a copy of all inspection reports and evaluations.

31. MISCELLANEOUS.

31.1 This Agreement has been negotiated and executed in Florida; it shall be construed and governed in accordance with the laws of the State of Florida, without application of conflicts of laws principles.

31.2 In the event any term or provision of this Agreement is 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.

31.3 In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees. Wherever provision is made in this Agreement for "attorneys' fees," such term shall be deemed to include accountants' and attorneys' fees and court costs, whether or not litigation is commenced, including those for appellate and post judgment proceedings and for paralegals and similar persons.

31.4 Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

31.5 Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

31.6 The captions in this Agreement are for the convenience of reference only and shall not be deemed to alter any provision of this Agreement.



31.7 Any reference in this Agreement to time periods less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays; any time period provided for in this Agreement which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

31.8 This Agreement constitutes the entire agreement between the parties and 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.

31.9 All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

31.10 All of the terms of this Agreement, including but not limited to the representations, warranties and covenants of Seller, shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

31.11 Typewritten or handwritten provisions which are inserted in or attached to this Agreement as addenda or riders shall control all printed or pretyped provisions of this Agreement with which they may be in conflict.

31.12 All covenants, representations, agreements and warranties of Seller [and Purchaser] in this Agreement, all remedies related to them, and the provisions of this section shall survive the closing or the termination or cancellation of this Agreement.]

31.13 Time is of the essence as to all material terms of this Agreement.

**SIGNATURE PAGES FOLLOW**

EXECUTED as of the date first written above in several counterparts, each of which shall be deemed an original, but all of which constitute only one agreement.

SELLER:

GRANADA PRESBYTERIAN CHURCH

By:   
Name: Jeff Sullivan  
Title: Executive Administrator

Dated: \_\_ \_\_\_\_, 2019

GRANADA CONTINUING PRESBYTERIAN  
CHURCH, INC., a Florida not for profit corporation

By:   
Name: ~~Jeff Sullivan~~ LEDNIDES KNOWLES  
Title: ~~Executive Administrator~~ TREASURER

Dated: \_\_ \_\_\_\_, 2019


**PURCHASER:**

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By:   
Name: Peter Iglesias  
Title: City Manager

Date: July 5<sup>th</sup>, 2019

**Approved for Form and Legal Sufficiency:**

By:   
Name: Miriam Soler Ramos  
Title: City Attorney

**Attestation of Signatures:**

By:   
Name: Billy Urquia  
Title: City Clerk

Exhibit "A"

Legal Description

To be determined in accordance with Section 7.3 of the Agreement